

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)

The agenda has been revised to include reconsideration of Order 37-23/24.

## **CITY COUNCIL MEETING - OCTOBER 16, 2023 AT 5:00 PM**

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

To submit written public comment on an agenda item, email [publiccomment@portlandmaine.gov](mailto: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).

The City Council will conduct this meeting in-person from Council Chambers, located on the second floor of City Hall. Public comments may only be submitted in person or in writing.

To view this meeting remotely, please visit the live-stream at <https://portlandme.portal.civicclerk.com/event/6493/media>.

### **PLEDGE OF ALLEGIANCE:**

### **ROLL CALL:**

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

### **ANNOUNCEMENTS:**

**Recognizing Joshua Chard as 2024 Maine Teacher of the Year - Kate Snyder, Mayor**

**Congratulating Troy Moon, City of Portland Director of Sustainability, on being recognized as a 2023 Infrastructure Trailblazer - Andrew Zarro, Councilor**

### **ANNUAL MEETING:**

#### **Annual Meeting of the Corporator of the Portland Fish Exchange**

Pursuant to the bylaws of the Portland Fish Pier Exchange (PFEX), the Portland City Council, as Corporator of the Portland Fish Exchange shall hold its annual meeting.

This year's Annual Meeting Agenda includes:

1. Receiving as a communication the attached Portland Fish Exchange 2023 Summary of Activity and year to date Financial Statement;
2. Re-appointment of two sitting directors (Class A Director, Robert Odlin and Class B Director, Tim Merrill)
3. Transacting other business as may be deemed necessary.

**Order 46-23/24 Appointing Directors to the Board of the Portland Fish Exchange - Sponsored by Kate Snyder, Mayor**

If passed, this item would appoint the following individuals to the Board of the Portland Fish Exchange (PFX):

<u>Name</u>	<u>PFX Seat</u>	<u>Expiration of Term</u>
Robert Odlin	Seat A	10/31/2025
Timothy Merrill	Seat B	10/31/2025

Five affirmative votes are required for passage after public comment.

**Annual Meeting of the Corporator of the Fish Pier Authority**

Pursuant to the bylaws of the Portland Fish Pier Authority (PFPA), the Portland City Council, as Corporator of the Portland Fish Pier Authority shall hold its annual meeting.

This year's Annual Meeting Agenda includes:

1. Receiving as a communication the attached Portland Fish Pier Authority 2023 Summary of Activity and Financial Statement;
2. Transacting other business as may be deemed necessary.

**SPECIAL MEETING:**

**Annual Meeting of the Corporator of the Portland Development Corporation**

Pursuant to the bylaws of the Portland Development Corporation (PDC), the Portland City Council, as Corporator of the Portland Development Corporation, shall hold its annual meeting in the month of September each year or at a special meeting.

This year's Annual Meeting Agenda includes:

1. Receiving as a communication the attached PDC FYE 2023 Activity and Financial Reports;
2. Appointment of Directors
3. Transacting other business as may be deemed necessary.

**Order 47-23/24 Appointing Directors to the Board of the Portland Development Corporation - Sponsored by Kate Snyder, Mayor**

If passed, this item would appoint the following individuals to the Board of the Portland Development Corporation (PDC):

<u>Name</u>	<u>Expiration of Term</u>
Kierston Van Soest	9/20/2026
Nathan Henry	9/30/2026

Five affirmative votes are required for passage after public comment.

**APPROVAL OF MINUTES OF PREVIOUS MEETING:**

**Special City Council Meeting- October 2, 2023**

**PROCLAMATIONS:**

**Proclamation 10-23/24 Honoring the Life of Heather Brown and her Contributions to the City of Portland - Sponsored by Kate Snyder, Mayor**

**Proclamation 11-23/24 Recognizing October 2023 as Hate Crime Awareness Month - Sponsored by Pious Ali, Councilor**

**APPOINTMENTS:**

**Order 48-23/24 Appointing Members to the Clean Elections Review Board and the Zoning Board of Appeals - Sponsored by the Legislative/Nominating Committee, Mayor Kate Snyder, Chair**

If passed, this order would appoint the following individuals to various boards and commissions:

<u>Name</u>	<u>Board or Committee</u>	<u>Expiration of Term</u>
Phil Steele	Clean Elections Review Board	6/30/2024
Andrew Weaver	Zoning Board of Appeals	12/31/2024

Staff request that this order be passed as an emergency to allow the appointees to begin work immediately. Seven affirmative votes are required for passage as an emergency after public comment.

**Order 49-23/24 Appointing Directors of the Widows' Wood Society for the 2023-2024 Term - Sponsored by Danielle P. West, City Manager**

The Portland Widows' Wood Society provides heating and utility bill assistance to needy Portland residents who are referred to the Society by various charitable organizations and the City of Portland. This order appoints the following persons as Directors of the Portland Widows' Wood Society for the 2023-2024 term:

John Knox  
Nancy English  
Henry Donovan  
Cyrus Hagge  
Thomas Pierce  
Cheryl Hallett  
Desiree Lester  
Sheba Brown  
Alex Pringle

Five affirmative votes are required for passage after public comment.

**LICENSES:**

**Order 50-23/24 Granting Municipal Officers' Approval of Karl Silander, dba The Bayou Kitchen. Application for Class 1 FSE at 543 Deering Avenue - Sponsored by Danielle P. West, City Manager**

Application was filed on 9/19/23. Existing food establishment is adding alcohol service. New City and State applications.

Five affirmative votes are required for passage after public comment.

**Order 51-23/24 Granting Municipal Officers' Approval of Oxbow Brewing Company LLC, dba Oxbow Brewing Company. Application for extension of Class A Lounge with Outdoor Dining on Private Property at 49 Washington Avenue - Sponsored by Danielle P. West, City Manager**

Application was filed on 9/19/23. New City and State applications. Expansion of premises of existing establishment. Establishment currently holds a Class A Lounge at current location.

Five affirmative votes are required for passage after public comment.

**Order 52-23/24 Granting Municipal Officers' Approval of Will & Girl LLC, dba Thistle and Grouse. Application for Class XI Restaurant/Lounge at 10 Cotton Street - Sponsored by Danielle P. West, City Manager**

Application was filed on 9/26/23. New City and State applications. Location was previously Rivalries.

Five affirmative votes are required for passage after public comment.

**Order 53-23/24 Granting Municipal Officers' Approval of MGT Portland LLC, dba Mesa Grande Taqueria. Application for Class I FSE at 140 Fore Street - Sponsored by Danielle P. West, City Manager**

Application was filed on 9/27/23. New City and State applications. Location was previously used a warehouse.

Five affirmative votes are required for passage after public comment.

**COMMUNICATIONS:**

**Com 14-23/24 Regarding temporary, overnight emergency shelter during hazardous winter weather - Kristen Dow, Director of Health & Human Services**

**UNFINISHED BUSINESS:**

**Reconsideration of Order 37-23/24 Declaring a State of Limited Emergency at 654 Riverside Street - Sponsored by Danielle P. West, City Manager**

In response to the significant number of unsheltered individuals in the City of Portland, public health and safety hazards existing at encampments, and the imminent threat of further danger to those individuals' health and safety in the coming winter season, this order would allow the City Manager to temporarily increase the number of beds available at the City of Portland Homeless Services Center (654 Riverside Street) by 50.

At the October 2, 2023 Council meeting, a motion to approve this item failed (4-5). Subsequently, the Council voted to postpone the item indefinitely (5-4). At the request of Councilor Regina Phillips, the item has been placed on the October 16, 2023 agenda for reconsideration. (Councilor Phillips voted in the majority in opposition to the motion to approve, as required by Rule 19 for reconsideration.)

In order to reconsider, the Council must first reconsider the indefinite postponement approved on October 2, 2023, and must then reconsider the main motion. Five affirmative votes are required to allow reconsideration.

Five affirmative votes are required for passage of Order 37. In accordance with Council rules, no public comment is required in addition to the public comment received at the Council's October 2, 2023 meeting.

**Order 32-23/24 Authorizing Loans in the Amount of \$1,684,816 from the School Revolving Renovation Fund and the Issuance of the City's General Obligation Bonds Therefore - Sponsored by Danielle P. West, City Manager**

This order authorizes and the companion order below appropriates funding from partially forgivable loans from the State of Maine School Revolving Renovation Fund ("SRRF"). These projects have already been approved by the City Council in prior year City Capital Improvement Plans and these loans will reduce overall cost of these projects to City taxpayers due to the element of principal forgiveness and lower debt service costs.

This item must be read on two separate days. It received its first reading on September 6, 2023. At the September 18, 2023 meeting, it was postponed to October 2, 2023. On October 2, 2023, it was postponed to October 16, 2023 for noticing purposes.

In accordance with the City of Portland Charter (Article VII, Sec. 11), any order authorizing the issuance of bonds must be approved by a vote of at least seven (7) members of the City Council. Seven affirmative votes are required for passage after public comment.

**Order 33-23/24 Appropriating \$1,684,816 in Loan Proceeds from the School Revolving Renovation Fund for School Renovation Projects - Sponsored by Danielle P. West, City Manager**

This is a companion order with the order above, appropriating \$1,684,816 authorized from the School Revolving Renovation Fund.

This item must be read on two separate days. It received its first reading on September 6, 2023. At the September 18, 2023 meeting, it was postponed to October 2, 2023. On October 2, 2023, it was postponed to October 16, 2023 for noticing purposes.

Five affirmative votes are required for passage after public comment.

**Order 40-23/24 Approving the Commercial Property Assessed Clean Energy Agreement between Efficiency Maine Trust and Portland - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair**

This is a companion order to Order 41, Amendment of Portland City Code Chapter 6 (below).

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this agreement to the City Council for approval.

This Commercial Property Assessed Clean Energy program (C-PACE) allows commercial property owners to fund clean energy projects with property liens that are paid off upon the sale of the property. If approved by Council, this agreement between Efficiency Maine Trust and Portland allows Efficiency Maine Trust to administer the program established by Order 41 (below).

On October 2, 2023, this item was postponed to October 16, 2023 so that it may be considered at the same time as Order 41. Five affirmative votes are required for passage after public comment.

**Order 41-23/24 Amendment of the Portland City Code Chapter 6 Re: Commercial Property Assessed Clean Energy of C-PACE - Sponsored by the Sustainability and Transportation Committee, Councilor Andrew Zarro, Chair**

This is a companion order to Order 40 (above).

The State of Maine has enacted legislation allowing municipalities to adopt a Commercial Property Assessed Clean Energy (C-PACE) program in order to promote investment in energy efficiency and clean energy projects within their jurisdictions. The statute requires participating municipalities to adopt a local authorizing ordinance in order to move forward. This order meets that requirement and authorizes staff to move forward with implementing a local C-PACE program.

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this ordinance to the City Council for approval.

This item must be read on two separate days. It received its first reading on October 2, 2023. Five affirmative votes are required for passage after public comment.

**Order 42-23/24 Amendment of the Portland City Code Chapter 28 Re: City Parking Regulations - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair**

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this ordinance to the City Council for approval.

This amendment updates definitions in Chapter 28 of the City Code (Parking) (Crosswalks, Electric Vehicles, Prolonged Parking, resident motor vehicle) and changes to the towing ordinance to require people who have three or more unpaid tickets to pay their unpaid tickets before their towed vehicle can be released. It also creates a \$500 penalty for tampering or attempts to remove a parking boot.

This item must be read on two separate days. It received its first reading on October 2, 2023. Five affirmative votes are required for passage after public comment.

**Order 43-23/24 Amendment of the Traffic Schedule Re: Metered To Non-Metered (Two-Hour) Parking on Forest Avenue, Chestnut Street, and Marginal Way - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair**

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this ordinance to the City Council for approval.

This traffic schedule amendment removes 31 low-producing parking meters on lower Forest Avenue, lower Chestnut Street, and Marginal Way, and replaces them with signage for two-hour parking.

This item must be read on two separate days. It received its first reading on October 2, 2023. Five affirmative votes are required for passage after public comment.

**Order 44-23/24 Amendment of Chapter 35 Re: Delivery of Adult-use Marijuana and Marijuana Products by Authorized Licensees - Sponsored by the Health & Human Services and Public Safety Committee, Councilor April Fournier, Chair**

The Health & Human Services and Public Safety Committee met on September 19, 2023 and voted 3-0 to forward these amendments to the City Council for approval.

This request from Permitting & Inspections Director Jessica Hanscombe would amend Chapter 35 of the City Code based on new legislation at the state level, which requires municipalities to allow delivery of adult-use marijuana and marijuana products.

An additional amendment to Chapter 35, proposed by Councilor Anna Trevorrow, is also included for consideration.

This item must be read on two separate days. It received its first reading on October 2, 2023. Five affirmative votes are required for passage after public comment.

**Order 45-23/24 Amendment to the Portland City Code Chapter 2 Re: Qualification for Land Bank Commission Members and Addition of North Deering Park - Sponsored by Ashley Rand, City Clerk**

The various boards and committees struggle to fill vacant spots. Amending the Land Bank Commission rules will help with recruitment efforts to fill vacancies. Vacancies are posted in the paper as well as online, but we still are not receiving enough applications to fill spots. Right now the Land Bank Commission requires a member from each district as well as At-Large members to be on the board. This vacancy was advertised, but no one from a district that was needed applied. Amending this would allow for positions to be advertised for each district, but when no applicants apply from the vacant district seat, candidates from the same district may be appointed.

This amendment also adds North Deering Park to the list of Land Bank parcels, after it was placed in the Land Bank by Order 98-22/23 approved on November 14, 2023.

This item must be read on two separate days. It received its first reading on October 2, 2023. Five affirmative votes are required for passage after public comment.

**ORDERS:**

**Order 54-23/24 Approving Parking Violation Waiver Fees - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair**

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this ordinance to the City Council for approval.

This order adds parking violation waiver fees, including fees for parking in bicycle lanes, non-electric vehicles parked at EV charging stations, and unregistered motor vehicles.

Five affirmative votes are required for passage after public comment.

**Order 55-23/24 Designating and Adopting the Municipal Development Program for the Riverton Park Affordable Housing Development and Tax Increment Financing District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair**

During a meeting held on September 19, 2023, the Housing and Economic Development Committee voted (3-0) to forward this item to the City Council with a recommendation for passage.

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low-income households at Riverton Park. PHDC is requesting financial assistance from the City in the form of Affordable Housing Tax Incremental Financing (AHTIF) to support the cashflow of the project. If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value currently estimated at an average of \$172,987 annually over 20 years.

The Riverton Park Redevelopment and Rehabilitation project (182 units in total) would include 130 units at 50% AMI (i.e. \$47,350 for two people), 25 units at 60% AMI (i.e. \$56,800 for two people), 16 units at 80% AMI (i.e. \$75,700 for two people), and 11 market rate units. The total bedroom count is; 8 studio, 13 one-bedroom, 36 two-bedroom, 69 three-bedroom, 30 four-bedroom, 20 five-bedroom, and 6 six-bedroom apartments.

Rehabilitation includes the demolition of the existing administrative building and the redevelopment of a larger Neighborhood Center to provide space for the Boys & Girls Club, Portland Housing Study Center, and a Teen Center.

PHDC is requesting two forms of financial assistance: \$1,500,000 in Affordable Housing Development funding, and Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at an annual average of \$172,987, with an estimated total of \$3,459,750 in captured increased assessed value tax revenue returned to the project/developer to support the cash flow of the project. The proposed project would be taxable with an estimated annual assessment of \$20,514,320 and estimated annual tax of \$142,329 at the current 23FY millage rate. The remaining increased taxable value, currently estimated at a 20-year average of \$172,987 with an estimated total of \$3,459,750 would be non-captured general fund revenue.

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

**Order 56-23/24 Approving the Credit Enhancement Agreement with Riverton Park LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair**

During a meeting held on September 19, 2023, the Housing and Economic Development Committee voted (3-0) to forward this time to the City Council with a recommendation for passage.

This is a companion order to the order above.

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

**Order 57-23/24 Appropriating \$589,897 in HOME Investment Partnership Program Funds to Portland Housing Development Corporation RE: Riverton Park -**

**Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair**

During a meeting held on September 19, 2023, the Housing and Economic Development Committee voted (3-0) to forward this item to the City Council with a recommendation for passage.

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low-income households at Riverton Park. PHDC is requesting a loan in the amount of \$589,897 of HOME funding with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

The Riverton Park Redevelopment and Rehabilitation project (182 units in total) would include 130 units at 50% AMI (i.e. \$47,350 for two people), 25 units at 60% AMI (i.e. \$56,800 for two people), 16 units at 80% AMI (i.e. \$75,700 for two people), and 11 market rate units. The total bedroom count is; 8 studio, 13 one-bedroom, 36 two-bedroom, 69 three-bedroom, 30 four-bedroom, 20 five-bedroom, and 6 six-bedroom apartments.

Rehabilitation includes the demolition of the existing administrative building and the redevelopment of a larger Neighborhood Center to provide space for the Boys & Girls Club, Portland Housing Study Center, and a Teen Center.

PHDC is also requesting additional financial assistance in the form of \$910,103 in Housing Trust funding, and Affordable Housing Tax Increment Financing (AHTIF). The AHTIF and Housing Trust funding requests are being considered in the items below.

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

**Order 58-23/24 Appropriating \$910,103 in Housing Trust Fund to Portland Housing Development Corporation RE: Riverton Park- Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair**

During a meeting held on September 19, 2023, the Housing and Economic Development Committee voted (3-0) to forward this item to the City Council with a recommendation for passage.

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low-income households at Riverton Park. PHDC is requesting a loan in the amount of \$910,103 in funding from the Jill C. Duson Housing Trust Fund with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

The Riverton Park Redevelopment and Rehabilitation project (182 units in total) would include 130 units at 50% AMI (i.e. \$47,350 for two people), 25 units at 60% AMI (i.e. \$56,800 for two people), 16 units at 80% AMI (i.e. \$75,700 for two people), and 11 market rate units. The total bedroom count is; 8 studio, 13 one-bedroom, 36 two-bedroom, 69 three-bedroom, 30 four-bedroom, 20 five-bedroom, and 6 six-bedroom

apartments.

Rehabilitation includes the demolition of the existing administrative building and the redevelopment of a larger Neighborhood Center to provide space for the Boys & Girls Club, Portland Housing Study Center, and a Teen Center.

PHDC is also requesting additional financial assistance in the form of \$589,897 in HOME funding, and Affordable Housing Tax Increment Financing (AHTIF). The AHTIF request is being considered in the items below.

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

**Order 59-23/24 Accepting and Appropriating a \$100,000 Grant from The Glickman Foundation - Sponsored by Danielle P. West, City Manager**

This item would accept and appropriate a \$100,000 grant from The Glickman Foundation in support of the expansion of the Natural Helpers Program, administered by the City's Office of Economic Opportunity (OEO).

Specifically, this grant award will fund the Program's expansion from a four-day training to a four-month fellowship, covering costs related to operations, continued education, and cohort networking/events.

The Natural Helpers Program is based on national best practices designed to improve the inclusivity of government services and programs. It relies heavily on a partnership between the City and community leaders to help connect minority communities to resources in order to achieve a working, sustainable lifestyle in Portland.

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

**Order 60-23/24 Accepting and Appropriating a \$45,200 grant from the Governor's Office for Policy, Innovation, and the Future - Sponsored by Danielle P. West, City Manager**

If approved, this order would accept and appropriate grant funding in support of the City of Portland Electrify Everything! Program, scheduled to launch in early 2024.

The upcoming iteration of Electrify Everything! will promote building electrification and energy efficiency. These grant funds will support the development of written and video educational materials in seven different languages.

In addition, it will also support the City of Portland's Energy Benchmarking Program, which requires certain property owners to track their monthly energy and water use. Funds will be used to provide up to 50 eligible building owners with access to Clearly Energy's BEAM Building Optimizer Toolkit, which will provide customized recommendations for efficiency projects based on their building data.

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

**AMENDMENTS:**

**Order 61-23/24 Zoning Map Amendment to B-2b Community Business for the area of land around the intersection of Washington Avenue, Bates Street and Veranda Street - Sponsored by the Planning Board, Brandon Mazer, Chair**

On September 12, 2023, the Planning Board unanimously voted (6-0; Barker absent) to recommend a zoning map amendment from RP Residence Professional to B-2b Community Business for the applicant's parcels at CBL's 429 J01101 and 429 J006001 and 25 adjacent parcels zoned RP Residence Professional, B-2 Community Business and R-5 Residential including CBLs 429 I001001, 429 I005001, 429 I006001, 429 I007001, 429 J004001, 429 J003001, 429 J002001, 166 G015001, 166 G011001, 166 F003001, 429 C004001, 429 C006001, 429 C007001, 429 H030001, 429 H031001, 429 H047001, 429 H046001, 429 H029001, 429 H028001, 166 F006001, 166 F005001, 429 J010001, 429 J007001, 429 J005001, 429 C006001. The Planning Board found the proposed zoning map amendment to be consistent with the Comprehensive Plan for the City of Portland.

The proposed zoning map amendment application was submitted by Troy Huynh to facilitate the development of a mixed-use building with ground floor retail and residential units above at 17 and 25 Bates Street. The expanded zoning boundary would bring several parcels currently legally nonconforming into conformity with zoning. In addition, the B-2b zone would allow uses and densities more compatible with the applicant's site and surrounding neighborhood and will create opportunities for significant amounts of housing and space for job growth.

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

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Mary Davis, Division Director  
**DATE:** September 29, 2023  
**SUBJECT:** Annual Meeting of the Corporator of the Portland Fish Exchange  
**SPONSOR:** Mayor Kate Snyder  
**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
**1st Reading 10/16/2023** **Final Action 10/16/2023**

**Can action be taken at a later date: Yes**

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

**PRESENTATION:** Robert Odlin, Portland Fish Exchange Board President

**I. SUMMARY**

The City Council is asked to hold the Annual Meeting of the Corporator for the Portland Fish Exchange to receive a summary of the year’s finances and accomplishments; re-appoint two sitting directors (Class A Director, Robert Odlin and Class B Director, Tim Merrill); and, receive an update on ongoing governance discussions regarding a possible merger with the Portland Fish Pier Authority.

**II. AGENDA DESCRIPTION**

Pursuant to the bylaws of the Portland Fish Pier Exchange (PFEX), the Portland City Council, as Corporator of the Portland Fish Exchange shall hold its annual meeting.

This year’s Annual Meeting Agenda includes:

1. Receiving as a communication the attached Portland Fish Exchange 2023 Summary of Activity and year to date Financial Statement;
2. Re-appointment of two sitting directors (Class A Director, Robert Odlin and Class B Director, Tim Merrill)
3. Transacting other business as may be deemed necessary.

**III. BACKGROUND**

The Portland Fish Pier Authority and the Portland Fish Exchange Boards of Directors are at a point of transition with ongoing discussions on a potential merger of the Boards. This Annual Meeting, in conjunction with the Annual Meeting of the Corporator of the Portland Fish Pier Authority, is an opportunity to provide a snapshot of the two operations while introducing the potential merger of the Boards for the City Council's consideration in 2024.

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

The intended result of the Annual Meeting of the Corporator would be for it to receive as a communication the Annual Activity and year to date Financial Statement of the PFEX, to appoint directors, and to transact any other business as may be deemed necessary.

Seafood remains a critical component of the City’s industrial base that employs a large and diverse workforce locally and regionally. The Portland Fish Pier and the Portland Fish Exchange are anchors for the Maine seafood economy.

## **V. FINANCIAL IMPACT**

There is no financial impact with this item.

## **VI. STAFF ANALYSIS AND BACKGROUND**

The attached PFEX 2023 year-to-date summary provides documentation of the Board's and the Exchange Manager's recent work for the benefit of the Corporator.

## **VII. RECOMMENDATION**

It is recommended that the City Council hold its Annual Meeting of the Corporator of the PFEX on October 16, 2023, to receive as a communication the PFEX 2023 Year to date Summary, to appoint directors, and transact any other business as may be deemed necessary.

## **VIII. LIST ATTACHMENTS**

1. 2023 Annual Report to Council for 10-16-2023 Mtg

Prepared by:

Mary Davis, Division Director

Date: 09/29/2023

## Portland Fish Exchange



### 2023 Report to the Corporator - Budget Summary and Accomplishments

#### **Background:**

The Portland Fish Exchange (PFEX) is a quasi-municipal corporation established in 1986 to operate an all display live auction of fresh locally caught and landed seafood at the Portland Fish Pier. Operating in a City owned facility on the Portland Fish Pier, the PFEX is the oldest all display live auction of seafood in the nation and is the largest facility concentrating in groundfish in Northern New England.

#### **Organization and Management:**

The Portland Fish Exchange Board of Directors has eight seats, two of which require reappointment due to the expiration of their terms. Robert Odlin (President) and Mary Hudson hold the Class A seats (fish sellers.) Tim Merrill and Nick Alfiero hold the Class B seats (fish buyers.) John Arnold (Secretary) and Lauren Hersey hold the Class C seats (at-large.) Councilor Pious Ali holds the Class D seat (City Council.) Waterfront Coordinator, Bill Needelman holds the Class E seat (City Manager's representative.)

The PFEX hires a full staff to run operations under the management of Robert Vanmeter, Exchange Manager.

#### **Current Budget and Financial Outlook**

For several years, constrictions in the Gulf of Maine groundfish industry have challenged the PFEX financially. The COVID 19 pandemic exacerbated issues creating a tenuous time for the Exchange over the last several years. This period coincided with several rounds of Exchange Manager turnover after the retirement of long-time manager, Bert Jongerden. Poor landings, a pandemic challenged market, and management turnover led to predictable financial challenges for the operation.

As a requirement of the PFFA lease with the City, the Fish Pier Authority will support the Exchange to make up budget deficits as needed. While this lease provision has been needed from time to time over the decades, in recent years the PFFA has needed to make regular and predictable payments to the PFEX on an ongoing basis.

Moving into the 2023/24 Fishing Year (both the regulatory Fishing Year and the PFEX fiscal year run from May 1 to April 30) the PFEX Board of Directors hired Robert Vanmeter as the Exchange Manager and implemented a realistic budget for the operation. This year's budget predicts a deficit of \$124,000 to be requested from the PFFA Board.

Predictable budget support by the PFFA to the PFEX is one of the strongest motivations to explore merging the boards of directors to ensure transparency, accountability, and clarity for the financial management of both entities.

*Note: The PFEX and Corporator owe a debt of gratitude to outgoing PFEX manager Jongerden who returned repeatedly to train incoming managers and assisted with the development of the FY2024 budget.*

**Highlights from the Exchange Manager, 2023 year to date:**

- The Portland Fish Exchange operates with 2 part time and 10 full time employees. We have 2-3 auctions per week, with an average of 20 boats bringing in fish and 15 buyers on each auction.
- For the past two years, the PFEX has worked with and serviced the kelp aquaculture industry unloading boats, storing and shipping product.
- GMRI, Vessel Services, and the PFEX have come together to install a new ice machine project for the Portland Fish Exchange at considerable savings to the PFX
- The PFEX has supported and been working with the Gov sub-committee on merger of the Fish Pier Authority and the Portland Fish Exchange board of directors. .
- The PFEX has hired a new auditor to and part-time controller to improve financial oversight to the organization
- We have 2 long term sub-tenants, Cozy Harbor and Looks Lobster, providing needed stable revenue to the organization.
- One month-to-month sub-tenant, Warshore, and one seasonal sub-tenant, Seafresh, expand the PFEX services to the aquaculture and tuna industries respectively.
- This year has seen new cross dock business of Tuna from Seafresh and Salmon from Hiddenfjord (via Eimskip.)
- Fishing Year 2022 had a groundfish budget of 1.3 million pounds with an actual of 2 million pounds landed.
- Fishing Year 2023 has a groundfish budget of 1.9 million pounds with 1.2 million pounds landed to date.
- Fiscal Year 2024 has a Net income budget of -\$124,291. This deficit will be paid by the FPA as well as \$39,500 in rent forgiveness.

Attachment:

May 2023 through Sept. 2023 budget statement year to date.

**Protland Fish Exchange**  
**Profit & Loss by Month**  
**May 2023 through September 2023**

	May-23	Jun-23	Jul-23	Aug-23	Sept-23	YTD
Seller Fish Fees (Sales)	\$ 8,324.76	\$ 30,130.94	\$ 36,142.76	\$ 49,368.48	\$ 40,194.98	\$ 164,161.92
Rebate Inc	\$ 60,413.24	\$ (2,060.27)	\$ (32,503.18)	\$ 34,304.34	\$ (41,716.11)	\$ 18,438.02
Fee Income	\$ 18,881.04	\$ 61,229.02	\$ 42,378.11	\$ 46,790.96	\$ 56,856.87	\$ 226,136.00
Sale of Boxes - 50's (Production)	\$ 1,710.00	\$ 5,290.00	\$ 5,690.00	\$ 6,380.00	\$ 4,350.00	\$ 23,420.00
Sale of Boxes - 100's (Production)	\$ 495.00	\$ 210.00	\$ 135.00	\$ 90.00	\$ -	\$ 930.00
Sale of Misc. Items/Ice	\$ 120.00	\$ 40.00	\$ -	\$ -	\$ -	\$ 160.00
Berthing	\$ 1,918.12	\$ 1,513.48	\$ 2,644.60	\$ -	\$ 8,178.54	\$ 14,254.74
Berthing - Landings Rebate	\$ (85.26)	\$ (129.59)	\$ (329.93)	\$ -	\$ (699.70)	\$ (1,244.48)
Rental Income - Tenants	\$ 14,353.00	\$ 16,774.00	\$ 16,774.00	\$ 33,949.00	\$ 17,568.90	\$ 99,418.90
Utilities- Income Tenants	\$ -	\$ 450.00	\$ 450.00	\$ 1,905.60	\$ 450.00	\$ 3,255.60
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Forgiveness of Debt Income - City of Portland	\$ 3,283.33	\$ 3,283.33	\$ -	\$ 6,566.66	\$ 3,283.33	\$ 16,416.65
Funding of the Deficit - Fish Pier Authority	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Income</b>	<b>\$ 109,413.23</b>	<b>\$ 116,730.91</b>	<b>\$ 71,381.36</b>	<b>\$ 179,355.04</b>	<b>\$ 88,466.81</b>	<b>\$ 565,347.35</b>
Cost of Boxes Sold - 50's (Production)	\$ 988.38	\$ 3,155.12	\$ 3,317.28	\$ 3,687.64	\$ 2,514.27	\$ 13,662.69
Cost of Boxes Sold - 100's (Production)	\$ 220.44	\$ 124.57	\$ 86.59	\$ 57.73	\$ -	\$ 489.33
Costs of Pallets Sold (Pallets)	\$ 60.00	\$ (60.00)	\$ -	\$ -	\$ -	\$ -
Cost of Misc. Items Sold (Crayons/Wrap/Other)	\$ 88.59	\$ -	\$ -	\$ -	\$ -	\$ 88.59
<b>Cost of Goods Sold</b>	<b>\$ 1,357.41</b>	<b>\$ 3,219.69</b>	<b>\$ 3,403.87</b>	<b>\$ 3,745.37</b>	<b>\$ 2,514.27</b>	<b>\$ 14,240.61</b>
<b>Gross Profit</b>	<b>\$ 108,055.82</b>	<b>\$ 113,511.22</b>	<b>\$ 67,977.49</b>	<b>\$ 175,609.67</b>	<b>\$ 85,952.54</b>	<b>\$ 551,106.74</b>
Direct Regular Payroll - Ops	\$ 35,381.79	\$ 30,505.63	\$ 31,566.76	\$ 38,233.86	\$ 33,174.64	\$ 168,862.68
Indirect Regular Payroll	\$ 19,654.25	\$ 14,800.07	\$ 15,605.14	\$ 21,150.88	\$ 17,582.24	\$ 88,792.58
Direct ER FICA Medicare Tax - Ops	\$ 510.30	\$ 423.59	\$ 446.88	\$ 551.69	\$ 478.80	\$ 2,411.26
Direct ER FICA Soc Sec Tax - Ops	\$ 2,181.99	\$ 1,804.62	\$ 1,910.94	\$ 2,358.88	\$ 2,047.49	\$ 10,303.92
Direct SUTA Tax - Ops	\$ 23.17	\$ 9.30	\$ 10.12	\$ 7.88	\$ 5.82	\$ 56.29
Indirect ER FICA Medicare Tax - Accounting	\$ 282.38	\$ 229.12	\$ 232.83	\$ 304.11	\$ 252.89	\$ 1,301.33
Indirect ER FICA Soc Sec Tax - Accounting	\$ 1,207.54	\$ 986.19	\$ 995.57	\$ 1,300.33	\$ 1,081.31	\$ 5,570.94
Indirect SUTA Tax	\$ 3.10	\$ -	\$ -	\$ -	\$ -	\$ 3.10
Indirect Payroll Processing Fee	\$ 425.00	\$ 323.00	\$ 339.50	\$ 409.00	\$ 339.00	\$ 1,835.50
Indirect Health Insurance	\$ 1,245.27	\$ 578.31	\$ 578.31	\$ 696.51	\$ 683.78	\$ 3,782.18
Direct Health Insurance - Ops	\$ 2,928.40	\$ 3,231.78	\$ 3,231.78	\$ 3,231.78	\$ 3,542.94	\$ 16,166.68
Indirect Dental Insurance	\$ 459.34	\$ 76.70	\$ 76.70	\$ 70.78	\$ 76.70	\$ 760.22
Direct Dental Insurance - Ops	\$ 411.96	\$ 194.07	\$ 194.07	\$ 21.65	\$ 75.87	\$ 897.62
Indirect Disability/ Life Insurance	\$ 671.91	\$ -	\$ 767.82	\$ 383.91	\$ 383.91	\$ 2,207.55
Direct Disability/Life Insurance - Ops	\$ 1,355.19	\$ -	\$ 729.42	\$ 364.71	\$ 364.71	\$ 2,814.03
Indirect Employer Match to 401k	\$ 528.00	\$ 190.80	\$ 791.66	\$ 909.28	\$ 1,113.70	\$ 3,533.44
Direct Employer Match to 401k - Ops	\$ 735.97	\$ 263.89	\$ 1,035.47	\$ 1,173.22	\$ 1,519.91	\$ 4,728.46
Medical Expenses	\$ -	\$ -	\$ -	\$ 2,437.88	\$ 321.00	\$ 2,758.88
Safety Expenses - Ops - Supplies	\$ -	\$ -	\$ -	\$ 160.00	\$ -	\$ 160.00
Rent - City of Portland	\$ 3,283.33	\$ 3,283.33	\$ -	\$ 6,566.66	\$ 3,283.33	\$ 16,416.65

	May-23	Jun-23	Jul-23	Aug-23	Sept-23	YTD
Business Insurance	\$ 14,986.75	\$ 6,958.75	\$ 6,454.75	\$ 14,746.32	\$ 6,952.75	\$ 50,099.32
Business Insurance - Commercial	\$ 4,414.58	\$ 3,024.00	\$ 1,482.17	\$ (8,920.75)	\$ -	\$ -
Dues, Subscriptions & Services	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00
Fees & Licenses - Ops/Auction	\$ -	\$ 573.00	\$ 50.00	\$ -	\$ -	\$ 623.00
Travel & Subsistence - Admin	\$ -	\$ 248.90	\$ -	\$ -	\$ 257.81	\$ 506.71
Depreciation - Ops	\$ 3,095.61	\$ 3,095.61	\$ 3,095.61	\$ 3,095.61	\$ 3,095.61	\$ 15,478.05
Depreciation - Leasehold - Ops	\$ 1,410.71	\$ 1,410.71	\$ 1,410.71	\$ 1,410.71	\$ 1,410.71	\$ 7,053.55
Uniforms/Gear Allowance- Ops	\$ 196.98	\$ 573.30	\$ 647.01	\$ 409.35	\$ 369.98	\$ 2,196.62
Cleaning Service & Supplies	\$ 1,059.30	\$ 2,225.82	\$ 370.00	\$ 703.95	\$ 1,619.40	\$ 5,978.47
R&M Operations Equipment - Ops	\$ 1,518.09	\$ 697.06	\$ 2,665.44	\$ 2,762.99	\$ -	\$ 7,643.58
R&M Building	\$ 233.00	\$ (1,267.00)	\$ 5,577.90	\$ 1,718.03	\$ 525.16	\$ 6,787.09
R&M Office Equipment	\$ -	\$ 98.50	\$ 49.25	\$ -	\$ 49.25	\$ 197.00
Security - Ops	\$ -	\$ 105.00	\$ -	\$ 237.55	\$ 105.00	\$ 447.55
Utilities - Electric - Ops	\$ 5,465.90	\$ 6,368.15	\$ -	\$ 15,418.06	\$ -	\$ 27,252.11
Utilities - Natural Gas - Ops	\$ 792.28	\$ 535.63	\$ 336.90	\$ 473.25	\$ 531.79	\$ 2,669.85
Utilities - Sewer/Water - Ops	\$ 1,034.69	\$ 1,194.84	\$ 1,014.86	\$ 1,345.40	\$ 1,538.27	\$ 6,128.06
Utilities -Internet Service	\$ 710.58	\$ 1,421.16	\$ -	\$ 710.58	\$ 710.58	\$ 3,552.90
Utilities - Telephone - Acct'g	\$ 137.64	\$ (38.08)	\$ 159.73	\$ 185.82	\$ 147.74	\$ 592.85
Utilities - Telephone - Ops	\$ 382.92	\$ 415.68	\$ 568.32	\$ 411.00	\$ 411.00	\$ 2,188.92
Tech Services - Acct'g	\$ 1,541.67	\$ 116.67	\$ 899.56	\$ 229.17	\$ 166.67	\$ 2,953.74
Tech Services - Auction	\$ 2,145.71	\$ 1,774.96	\$ 1,513.21	\$ 1,398.21	\$ 1,832.46	\$ 8,664.55
Technology Software - Acct'g	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00
Postage Expense	\$ -	\$ -	\$ 66.00	\$ 66.00	\$ -	\$ 132.00
Office Supplies	\$ 532.90	\$ 100.06	\$ 945.19	\$ -	\$ -	\$ 1,578.15
Direct Supplies Expenses - Ops	\$ 2,558.22	\$ 4,165.92	\$ 12,456.07	\$ 5,286.19	\$ 4,488.92	\$ 28,955.32
Miscellaneous Expenses	\$ 174.00	\$ 182.95	\$ 297.15	\$ 680.99	\$ 1,819.60	\$ 3,154.69
Gift Expenses	\$ -	\$ 76.65	\$ -	\$ -	\$ 56.97	\$ 133.62
Legal & Accounting Expenses	\$ 7,315.84	\$ 8,382.25	\$ 6,259.89	\$ 23,779.32	\$ 6,866.57	\$ 52,603.87
Banking fees	\$ 133.70	\$ 396.48	\$ 180.38	\$ 170.21	\$ 197.80	\$ 1,078.57
Administration Fees- 401k Plan	\$ -	\$ -	\$ -	\$ -	\$ 1,092.00	\$ 1,092.00
Penalties & Fines	\$ -	\$ -	\$ -	\$ -	\$ 29.47	\$ 29.47
Loss on Operations - Write offs	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00
<b>Operating Expenses</b>	<b>\$ 121,129.96</b>	<b>\$ 100,187.37</b>	<b>\$ 105,613.07</b>	<b>\$ 146,650.97</b>	<b>\$ 100,603.55</b>	<b>\$ 574,184.92</b>
<b>Operating Profit/Loss</b>	<b>\$ (13,074.14)</b>	<b>\$ 13,323.85</b>	<b>\$ (37,635.58)</b>	<b>\$ 28,958.70</b>	<b>\$ (14,651.01)</b>	<b>\$ (23,078.18)</b>
Interest Expense - Line of Credit	\$ -	\$ -	\$ -	\$ -	\$ 286.00	\$ 286.00
Interest & Dividend Income	\$ -	\$ -	\$ 30.95	\$ -	\$ -	\$ 30.95
<b>Net Profit/Loss</b>	<b>\$ (13,074.14)</b>	<b>\$ 13,323.85</b>	<b>\$ (37,604.63)</b>	<b>\$ 28,958.70</b>	<b>\$ (14,937.01)</b>	<b>\$ (23,333.23)</b>

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

**CITY OF PORTLAND**  
**IN THE CITY COUNCIL**

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

**ORDER APPOINTING DIRECTORS OF THE BOARD OF  
PORTLAND FISH EXCHANGE**

**ORDERED,** that the Portland City Council, acting in its capacity as sole Corporator of the Portland Fish Exchange, hereby appoints the following as members of the Portland Development Corporation Board for the term listed:

<b>Name</b>	<b>Board and Committee</b>	<b>Expiration</b>
Robert Odlin	Fish Exchange A	10/31/2025
Timothy Merrill	Fish Exchange B	10/31/2025

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** William Needelman  
**DATE:** October 10, 2023  
**SUBJECT:** Annual Meeting of the Corporator of the Fish Pier Authority  
**SPONSOR:** Mayor Kate Snyder  
**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
**1st Reading 10/16/2023**

**Final**  
**Action 10/16/2023**

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

**Does this item involve a new contract with the City: N/A**

**PRESENTATION:** Bill Needelman (Staff Liaison), Brendan O'Connell (Ex-Officio for Portland City Manager)

**I. SUMMARY**

The City Council is asked to hold the Annual Meeting of the Corporator for the Portland Fish Pier Authority to receive a summary of the year's finances, accomplishments, and an update on ongoing governance discussions regarding a possible merger with the Portland Fish Exchange.

**II. AGENDA DESCRIPTION**

Pursuant to the bylaws of the Portland Fish Pier Authority (PFPA), the Portland City Council, as Corporator of the Portland Fish Pier Authority shall hold its annual meeting.

This year's Annual Meeting Agenda includes:

1. Receiving as a communication the attached Portland Fish Pier Authority 2023 Summary of Activity and Financial Statement;
2. Transacting other business as may be deemed necessary.

**III. BACKGROUND**

The Portland Fish Pier authority and the Portland Fish Exchange Boards of Directors are at a point of transition with ongoing discussions on a potential merger of the Boards. This Annual Meeting, in conjunction with the Annual Meeting of the Corporator of the Portland Fish Exchange is an opportunity to provide a snapshot of the two operations while introducing the potential merger of the boards for the City Council's consideration in 2024.

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

The intended result of the Annual Meeting of the Corporator would be for communication of Annual Activity and Financial Statement of the PFPA for FYE2023, and to transact any other business as may be deemed necessary.

Seafood remains a critical component of the City's industrial base that employs a large and diverse workforce locally and regionally. The Portland Fish Pier and the Portland Fish Exchange are anchors for the Maine seafood economy.

**V. FINANCIAL IMPACT**

N/A

**VI. STAFF ANALYSIS AND BACKGROUND**

The attached PFPA 2023 Year to date Summary provides documentation of the Board's recent work for the benefit of the Corporator.

**VII. RECOMMENDATION**

It is recommended that the City Council hold its Annual Meeting of the Corporator of the PFPA on October 16, 2023, to receive as a communication the PFPA 2023 Year to date Summary, and to transact any other business as may be deemed necessary.

**VIII. LIST ATTACHMENTS**

1. 2023 Annual Update to Corporator

Prepared by:

William Needelman

Date: 10/10/2023

# **Portland Fish Pier Authority**

**2023 Year to Date Communication to the Annual Meeting of the Corporator**

**At the October 16, 2023, Meeting**

**Introduction:**

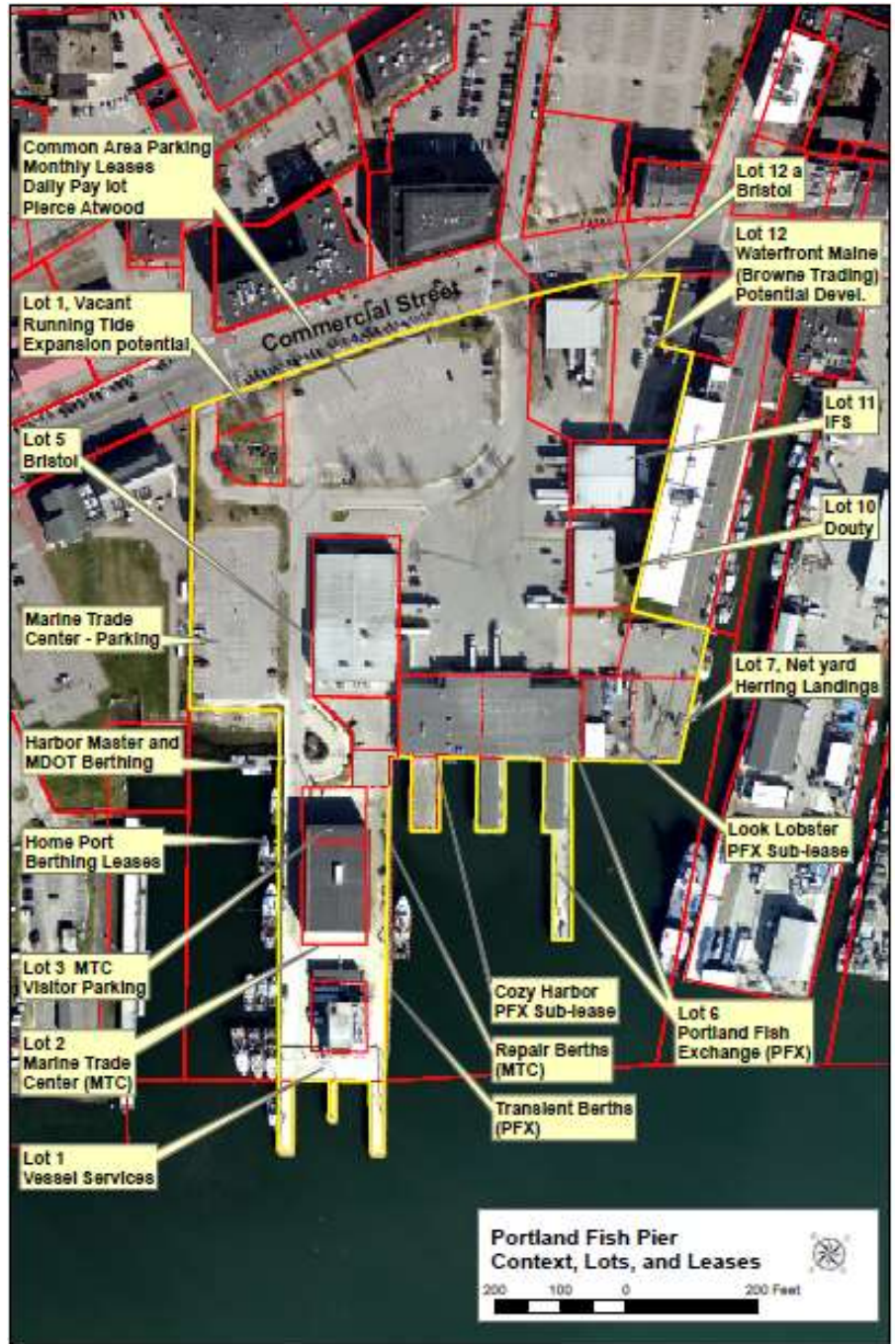
The Portland Fish Pier Authority is a quasi-municipal corporation established in 1990 to administer the Portland Fish Pier complex and to provide economic assistance to the Portland Fish Exchange as needed and available from the pier’s revenues.

The Fish Pier itself is a City-owned 12-lot industrial subdivision on the Portland Waterfront dedicated to the landing, sale, processing, and transportation of seafood and products derived from the sea. The Fish Pier is home to the Portland Fish Exchange, 5 monthly berthing tenants, 7 ground lease tenants (including the Portland Fish Exchange), tenant parking, gear storage and a 260 space commercial parking lot.

The Portland Fish Pier represents critical infrastructure for Maine’s remaining groundfish fleet and is evolving to expand service to the lobster, bait, tuna, and aquaculture fisheries.

**Organization and Management:**

The Portland Fish Pier Authority Board of Directors has seven seats of which six are currently filled. The remaining seat is vacant, pending resolution of ongoing governance discussions described below. Meredith Mendelson, Deputy Commissioner of the Maine Department of Marine Resources is the current President of the Board. Ben Martens, Executive Director of the Maine Fishermen’s Association is Vice President. Brendan O’Connell, Finance Director is the Treasurer. The remaining Board members include City Councilor Regina Phillips, Portland Fish Exchange President, Rob Odlin, and Maine DOT Marine Infrastructure and Ports Director, Chris Mayo.



Staffing for the Portland Fish Pier is spread between multiple City Departments, including Parking, Public Facilities, Finance, Corporation Counsel, and Housing and Economic Development.

### **Current Budget and Financial Outlook:**

Revenues from the Fish Pier come from ground leases, berthing leases, and parking. The FY24 budget projects \$676K in revenues with year to date totals tracking to meet expectations. Total expenses are estimated at \$421K with a projected \$255K profit for the year. Profits for the Fish Pier are held in a dedicated account and used to support operating losses at the Portland Fish Exchange and to provide for emergency repairs and capital for future improvements across the pier.

A year to date budget snapshot prepared by the City Finance Office is attached at the end of this report.

### **Accomplishments for 2023:**

- Revised Berthing Agreements with the Home Port Fleet. Staff is working toward 100% renewals of berthing agreements with updated insurance for 9 homeported groundfish vessels.
- Conducting a comprehensive pier repair assessment (TEC Associates) to address corrosion of structural members.
- Working with Maine Department of Marine Resources to access CARES Act funds to support the conduct pier repairs (as identified above) and replacement equipment at the Portland Fish Exchange. Nearly \$1M federal Covid relief funds provided to the state for discretionary spending in support of the seafood sector went into stabilizing “Sorting Pier #1”, as part of a \$3M wraparound resiliency package designed to ensure continued viability of Maine’s groundfish fleet through lingering Covid market effects.
- Berthing and safety improvements including installation of “camels” and ladders along pier edges, some of which was paid for with CARES funds.
- Continued financial support for the Portland Fish Exchange after several years of rapid turnover at the management level. A new Exchange Manager has been on the job for nearly 7 months and fish landings are improving (perhaps due in part to assistance from Covid relief subsidies for fuel and ice).
- Establishing with Portland Fish Exchange Board of Directors a Governance Subcommittee to explore potential merger of the Boards (PFEX and the PFFA.)

### **Challenges Moving Forward**

- Funding for continued structural maintenance. The PFFA needs to work with City staff and structural consultants to update the conditions report and to estimate costs and repair priorities moving forward.
- Continue to explore a governance merger between the PFFA and the PFEX

<b>Fish Pier Authority</b>								
<b>FY24 Budget Status</b>								
<b>As of October 5 2023</b>								
		<b>FY24 Budget</b>	<b>YTD</b>	<b>Balance</b>	<b>%</b>	<b>FY23 YTD</b>	<b>FY24 vs. FY23</b>	<b>%</b>
<b>Revenue:</b>								
	<i>Miscellaneous</i>	14,395	625	13,770	4.3%	720	(95)	-13.2%
	<i>Berthing</i>	29,376	7,084	22,292	24.1%	4,208	2,876	68.4%
	<i>Parking</i>	433,024	123,546	309,478	28.5%	76,536	47,010	61.4%
	<i>Ground Rent (Leases)</i>	199,833	46,275	153,558	23.2%	30,611	15,664	51.2%
	<i>Interest Income</i>		0			76	(76)	-100.0%
	<b>Total Revenue</b>	<b>676,628</b>	<b>177,530</b>	<b>499,098</b>	<b>26.2%</b>	<b>112,150</b>	<b>65,380</b>	<b>58.3%</b>
<b>Expenditures:</b>								
	<i>Admin. and Maint. Services</i>	104,331	44,337	59,994	42.5%	27,704	16,633	60.0%
	<i>Travel/Training/Meetings</i>	1,500	0	1,500	0.0%	0	0	NA
	<i>Contractual Services</i>	22,263	3,441	18,822	15.5%	3,132	309	9.9%
	<i>Engineering Services</i>	26,000	1,161	24,839	4.5%	3,007	(1,846)	-61.4%
	<i>Printing/Copying</i>	1,200	0	1,200	0.0%	0	0	NA
	<i>Equipment Repair</i>	12,000	4,999	7,001	41.7%	0	4,999	NA
	<i>Land/Pier/Building Repair</i>	200,000	0	200,000	0.0%	11,148	(11,148)	-100.0%
	<i>Insurance</i>	15,120	0	15,120	0.0%	0	0	NA
	<i>Supplies</i>	13,500	61	13,439	0.5%	0	61	NA
	<i>Electricity</i>	15,000	1,353	13,647	9.0%	827	525	63.5%
	<i>Debt Service</i>	10,724	0	10,724	0.0%	0	0	NA
	<b>Total Expenditures</b>	<b>421,638</b>	<b>55,352</b>	<b>366,286</b>	<b>13.1%</b>	<b>45,818</b>	<b>9,533</b>	<b>20.8%</b>
	<b>Net Revenues Over(Under) Expenditures</b>	<b>254,990</b>	<b>122,178</b>	<b>132,812</b>		<b>66,332</b>	<b>55,847</b>	<b>84.2%</b>

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Mary Davis, Division Director  
**DATE:** September 29, 2023  
**SUBJECT:** Annual Meeting of the Corporator of the Portland Development Corporation  
**SPONSOR:** Mayor Kate Snyder  
**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
**1st Reading 10/16/2023** **Final Action 10/16/2023**

**Can action be taken at a later date: Yes**

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

**PRESENTATION:** James Dowd, PDC Board President, 3 Minutes

**I. SUMMARY**

At the September 21, 2023, Annual Meeting of the Portland Development Corporation Board of Directors, the Board voted 6-0 to forward its FYE2023 Annual Report to the City Council as a communication.

**II. AGENDA DESCRIPTION**

Pursuant to the bylaws of the Portland Development Corporation (PDC), the Portland City Council, as Corporator of the Portland Development Corporation, shall hold its annual meeting in the month of September each year or at a special meeting.

This year's Annual Meeting Agenda includes:

1. Receiving as a communication the attached PDC FYE 2023 Activity and Financial Reports;
2. Appointment of Directors
3. Transacting other business as may be deemed necessary.

**III. BACKGROUND**

At the PDC Board of Directors Annual Meeting held on September 21, 2023, the PDC voted 6-0 to forward its FYE2022 Annual Report to the City Council as a communication.

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

The intended result of the Annual Meeting of the Corporator would be for it to receive as a communication the Annual Activity and Financial Report of the PDC for FYE2023, appointment of Directors to the Board, and transact any other business as may be deemed necessary.

A Council goal addressed is to promote economic development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

**V. FINANCIAL IMPACT**

There is no financial impact with these actions.

**VI. STAFF ANALYSIS AND BACKGROUND**

The FYE2023 PDC Annual Report provides documentation of the Board's work over the year and reports it back to the Corporator.

## **VII. RECOMMENDATION**

It is recommended that the City Council hold its Annual Meeting of the Corporator of the PDC on October 16, 2023, to receive as a communication the Annual Report for FYE2023, appoint Directors, and transact any other business as may be deemed necessary.

## **VIII. LIST ATTACHMENTS**

1. PDC Annual Report FYE2023 for CC

Prepared by:

Mary Davis, Division Director

Date: 09/29/2023



## **Portland Development Corporation**

### **Board of Directors**

### **Fiscal Year End 2023**

### **Annual Report**

The Housing and Economic Development Department provides the primary staff support to the Portland Development Corporation (PDC) Board of Directors, with legal assistance from Corporation Counsel. The Department is also responsible for marketing and administration of the PDC's Commercial Loan and Grant Programs.

The PDC Board of Directors met remotely via Zoom six times over the course of the fiscal year.

During FY2023, the PDC provided commercial loans to five businesses for a total of \$555,000, as well as one Brownfield loan of \$200,000 which was approved by the Board in FY2022 and which closed during FY2023. The PDC also approved two Brownfield Grants totalling \$51,500. See the table on the following page for loan and grant activity for F2019 through FY2023.

		<b>FY19</b>	<b>FY2020</b>	<b>FY2021</b>	<b>FY2022</b>	<b>FY 2023</b>
<b>No. of Commercial Loans Made</b>		6	5	3	3	5
Total Amt. of Funds Lent		\$320,000	\$434,000	\$298,000	\$425,250	\$555,000
Total Private Investment Leveraged		\$1,882,700	\$1,423,475	2,206,000	\$4,280,759 (inc. Brownfield Loan/Grant Leveraging)	\$27,260,249
Jobs Created		21	2	8	4	30
Jobs Retained		7	125	40	6	10
<b>No. of Brownfield Grants/Loans</b>		1	1	2	1 Loan and 1 Grant Not Closed as FYE2022	2 Grants
Total Amt. of Grants/Loans		\$125,000	\$125,000	\$250,000/Loan \$150,000/Grant	\$200,000/Loan (closed FY2023); \$200,000/Grant	\$51,500
<b>No. of Business Assistance Grants for Job Creation</b>		9	13	0	20	0
Total Amt. of Grants		\$140,000	\$200,000	0	\$330,000	
Jobs Created		14	20	0	33	
<b>COVID-19 Rapid Response Micro Loans</b>			1 for \$10,000	16 for \$141,500	5 for \$40,000	0
<b>COVID-19 Microenterprise Grants</b>			4 @ \$2,500 each or \$10,000 total	66 for \$230,000	5 for \$17,500	0

<b>COVID-19 ARPA Microenterprise Grants</b>					51 for \$272,500	0
<b>COVID-19 Business Assistance Grants for Job Creation</b>				2 for \$12,500	Discontinued	
<b>PDC Total Investment</b>		<b>\$615,000</b>	<b>\$779,000</b>	<b>\$1,082,000</b>	<b>\$1,485,250</b>	<b>\$606,500</b>

**PDC Fiscal Year 2023 Loan and Grant Detailed Activity**

*FY2023 Loans Closed*

The FY2023 PDC loan portfolio grew with 5 commercial loans closed for a total of \$555,000, helping to retain 10 jobs and create 30 new jobs. These loans leveraged over \$27.2 Million in private commercial investment. Types of businesses provided loan assistance included a hotel, two restaurants, a seafood wholesaler, and a permanent ice rink at Thompson’s Point.

*Commercial and COVID-19 Loans*

From FY2010 through FY2023, the PDC has extended 107 loans for a total of just over \$7.4 Million, while leveraging just over \$113 Million in private investment and creating/retaining 837 jobs.

*PDC Loan Portfolio*

As of the end of FY2023, the PDC active loan portfolio exceeds \$2.1 Million with 33 loans under management. This loan portfolio of \$2.1 Million leverages \$44.9 Million in private investment in Portland, for a leverage of \$21 of private funds invested to each dollar of public funds invested, a 21:1 ratio. These loans helped to create/retain 275 jobs, and include a diverse mix of PDC investments in businesses noted above, as well as a paddle boat company on Portland’s waterfront, fitness, retail, recreation, Thompson’s Point, and service businesses. It is also noted that of the 33 loans under management, 6 are to the immigrant community.

As a result of a successful grant application, beginning in 2012, funds from the U.S. Treasury’s State Small Business Credit Initiative (SSBCI) became available to the Finance Authority of Maine (FAME), with the City as a participating lending source for those funds via a partnership and pass-through with the Finance Authority of Maine. To

date, the PDC has utilized \$922,500 in SSBCI funds for loans to six Portland businesses. Since the SSBCI Program expired in early 2017, all of the loan funds became the City's, expanding the PDC loan pool by just under \$1 million.

During FY2023, FAME was awarded additional SSBCI funding from the U.S. Treasury Department, and the City is once again a participating lending source for that new funding source via a similar partnership and pass-through arrangement.

***PDC Lending History***

Since its inception in 1991, the PDC has made 209 loans to diverse businesses including manufacturing (e.g., breweries and biosciences), hospitality, restaurants, retail, child care, sports/fitness, biodiversity research, and service, among others. The following table provides an overall view of the activities:

<b>Total Amount of Funds Lent:</b>	<b>\$13,230,285</b>
<b>Leveraged Amount of Private Financing:</b>	<b>\$198,187,090</b>
<b>Jobs Retained:</b>	<b>1,541</b>
<b>Jobs Created:</b>	<b>858</b>
<b>COVID-19 Loans/Jobs Rehired/Retained:</b>	<b>78</b>
<b>18 Loans Defaulted*</b>	<b>\$753,899</b>

\*Default amount of \$753,899 is 5.7% of the total amount of funds lent. This is less than half of the 15% capital reserve provisioned for this purpose.

***COVID-19 Microenterprise Grant Programs***

**CDBG Microenterprise Grant Program:** This Grant Program provided grants of up to \$5,000 for Portland businesses that operate out of leased commercial space and \$2,500 to other Portland microenterprises, including home-based businesses, that have been and/or are being impacted by the COVID 19 crisis. Startups were also eligible given that they were opening during this challenging period.

This Grant Program started towards the end of FY2020, with the PDC Board approving four Grants at \$2,500 each.

During FY2021, the PDC Board approved grants for 66 businesses in the total amount of \$230,000, and, during FY2022, the PDC Board approved grants for 5 businesses totaling \$17,500, at which time funding ran out.

***ARPA Microenterprise Grant Program***

**ARPA Microenterprise Grant Program:** This Grant Program, created during FY2022, provided grants of up to \$7,500 for Portland businesses that operate out of leased commercial space and \$3,500 to other Portland microenterprises, including home-

based businesses, that have been and/or are being impacted by the COVID 19 crisis. Startups were also eligible given that they were opening during this challenging period.

If a business applied for a grant under this program, and had been previously approved for either a \$5,000 or \$2,500 grant under the CDBG Microenterprise Grant Program, the business would be eligible for \$2,500 if it previously received \$5,000, or \$5,000 if it previously received \$2,500.

The PDC approved Grants to 51 businesses in the amount of \$272,500, at which time the funds were depleted. It is anticipated that in FY2024, with additional ARPA funding the City received, an updated ARPA-funded Microenterprise Grant program will be launched.

### ***COVID-19 Business Assistance Program for Job Creation (Rehire) Grant Program***

This Grant Program provides up to \$10,000 in grant funding to small businesses for rehiring up to four full-time employees or jobs that were on the payroll just before the COVID-19 crisis. The Program provided a total of \$12,500 in grant funds to two businesses during FY2021. Because other COVID-19 programs proved to be more helpful to businesses, this program received very few applications. Consequently, the additional funding for this program was moved to the Microenterprise Grant program which better met the needs of small businesses.

### ***Business Assistance Program for Job Creation – Non COVID-19 Program***

The Business Assistance Program (BAP) for Job Creation offers grants to new and expanding Portland businesses for projects that result in the creation of permanent net new jobs for low/moderate income individuals. A private match is required in an amount that is at least equal to the grant requested. The maximum grant amount per recipient is \$20,000. For every \$10,000 of grant funds, one full-time permanent job must be created.

This program was originally capitalized with \$100,000 from the Community Development Block Grant (CDBG) and launched in May 2012. It was re-capitalized by the CDBG program in FY14 and FY16 with an additional \$100,000 each of those years, an additional \$108,543 for FY18, \$145,000 for FY19, \$200,000 for FY2020, and \$205,000 for FY2022. Combined with leftover BAP funds from previous allocations, funding for FY2022 totaled \$330,000, and the PDC Board approved 20 grants to businesses totaling this amount and associated with creating 33 jobs.

Grants awarded since the Program's inception (FY12 through FY2022) were made to 70 recipients, including over 15 to the immigrant community, resulting in the creation of 150 jobs. The program has provided assistance to a diverse group of start-up and existing businesses including restaurants, bakeries, food production, clothing and textile manufacturers, pharmacy, computer services, music venue, bicycle sales/service, hair salons, auto repair, and home health care services.

Although this program has not been funded for FY2023, staff will monitor CDBG funding opportunities for the City and apply for funding this program at the appropriate time.

***Brownfields Grant Award from the United States Department of Environmental Protection (EPA)***

The City of Portland applied for a Brownfields Grant from the EPA during FY2016. At the beginning of FY2017, the City was awarded a grant of \$800,000 to support loan and grant investments in environmental site cleanup. The City was awarded an additional \$500,000 in cleanup funds and \$200,000 in assessment funds during FY18. During FY2021, the City applied for additional Brownfield grant funds and received \$480,850 in cleanup funds. In FY2022, the City applied for additional clean-up grant funding and was awarded up to \$3,000,000 in cleanup funds during the latter part of FY2022. In addition, during FY2023, the City applied for and was awarded up to \$500,000 in assessment funds.

The City Council accepted and appropriated these funds to recapitalize the Brownfields Revolving Loan and Grant Program and a Brownfield Assessment Program. The revolving loan funds are used as loans to for-profit developers, and, in some cases, as grants to non-profits for clean-up of Brownfields sites throughout the City. The assessment funds will cover the cost of Phase I and Phase II Environmental Site Assessments in Portland.

Brownfield actions of FY18, FY19, FY2020, FY2021, FY2022, and FY2023:

1. In FY2018, a loan of up to \$350,000 was approved and provided to Forefront Partners I LP for engineering and clean-up/remediation connected to projects on Thompson's Point. Those projects included the East Loop Road (to the future Children's Museum and Theatre building), a Pavilion, and a Hotel.
2. Again, in FY2018, a \$170,000 grant was approved for Children's Museum & Theater of Maine (CMTM), a non-profit organization which purchased a 1.12 acre property (Lot 7) on Thompson's Point. This grant assisted with remediation and cleanup of the site. In this \$14 Million project, CMTM constructed a 3-story 29,000 sq. ft. building on that property with outdoor play areas and opened to the public late June 2021.
3. In FY2019, a \$125,000 grant was approved for the Portland Housing Authority (PHA) to assist with remediation/cleanup costs for contaminated property at 58 Boyd Street. Once remediated, PHA moved forward with the \$13 Million project and developed a six-story, 55-unit mixed income residential building with multi-family affordable apartments (65% low income), which opened November 2020.

4. In FY2019, the PDC recommended to the City Council, and the City Council approved, that Phase I and Phase II Environmental Assessments from the Assessment Fund received from USEPA in 2018 (Fund 281) can now be approved administratively, rather than brought to the PDC Board for approval. If assessments are to use Brownfields Closeout funds (Fund 278), staff will bring these requests to the Board for approval, as it has done in the past.
5. In FY2020, a \$125,000 grant was approved for the PHA to assist with cleanup costs for demolishing 50 units of public housing on Front Street (in the East Deering neighborhood) that are the end of their useful life. In their place, 105 units of affordable mixed-income apartments (for those earning less than 60% of Area Median Income) will be constructed with a significant amount of open space for use by residents. Total project costs for both Phase 1 and Phase 2 is estimated at \$20.5 Million.
6. In FY2021, a Brownfields remediation/cleanup loan of \$250,000 and grant of \$150,000 was approved for Youth and Family Outreach for their renovation and construction project at 337 and 331 Cumberland Avenue, in partnership with the Portland Housing Authority. The Project is a mixed income 5-story, 60-unit apartment building, with a 10,000 sq. ft. child care/education facility on the first floor. These loan and grant funds will assist with the remediation/cleanup of hazardous building materials and urban fill type contaminants in the soil, at a total estimated cost of \$2 million.
7. In FY2022, a Brownfields remediation/cleanup grant of \$200,000 was approved for Portland Housing Authority's second phase of its Front Street project. This phase includes the demolition of 22 units of public housing in eight buildings to be replaced with 45 units in one building for tenants with less than 60% of median income, aged 55+ or disabled. As noted earlier, total project costs for both Phase I and Phase 2 are estimated at \$20.5 Million.
8. In FY2022, a Brownfields remediation/cleanup loan of \$200,000 was approved for Forefront Partners for Lot 13 on Thompson's Point, the former Suburban Propane/Northern New England Passenger Rail Authority parcels. The end result will be the renovation of an existing 5,300 sq. ft. brick office building and construction of an approximately 450-space parking garage.
9. In FY2023, a Brownfields assessment grant of \$20,800 was approved for Portland Housing Development Corporation for the third phase of its affordable housing project on Front Street, which phase will include 8 homeownership units in 2 buildings.
10. In FY2023, a Brownfields assessment grant of \$30,700 was approved for Tom Watson & Co., LLC for the Bayside Center Project for redevelopment of 89 Elm Street, 196 Lancaster Street, and the City of Portland Oxford Street Shelter. The total project cost for this work is estimated at \$61,400.

## ***Portland Economic Development Plan Implementation Program (PEDPIP) Grant Fund***

### **History:**

The PEDPIP Grant Fund was created during FY12 to provide grant funds to invest in economic development projects and programs that carry out Portland's Economic Development Vision and Plan ("Plan"), and its companion Work Plan which is updated every two years. Grants must be matched by an equal or greater dollar amount from funding sources other than the PDC.

The PEDPIP grants have funded planning studies and other "soft" costs associated with economic development projects and programs that advance the initiatives spelled out in the Plan and current Work Plan. PEDPIP does not invest in "hard" costs for public infrastructure or private development projects. Its focus is on expenditures for economic development projects and programs.

The PEDPIP program was initially capitalized by PDC loan funds in the amount of \$250,000 in FY12. The maximum grant amount was originally \$75,000. By the end of 2014, the full \$250,000 had been awarded in PEDPIP grants. During FY2015, the PDC Board recommended to the City Council, and the Council approved, re-capitalizing PEDPIP by establishing a yearly cap at the beginning of each fiscal year using 10% of Unrestricted PDC loan funds that were available/uncommitted, beginning with FY16. They also amended the maximum grant amount to \$15,000.

Since its inception through FY19, the PDC Board approved grants in the total amount of \$465,245 as follows:

Portland Community Chamber for the following projects:

- "Why Portland" Videos
- Growing Portland Initiative
- Scorecard Updates (2014; 2015)
- Startup and Create Week (2014; 2015)

Creative Portland for the following projects:

- Branding Portland
- LiveWork Website Update
- Creative Economy Metrics
- Artspace Survey
- Creative Map and Guide
- Creative Space (inventory, web-based clearing house, resource guides)
- UNESCO Creative Cities Application
- Work in Place Summit
- Green Light Series Finale
- Update to Portland Cultural Plan

- Hire Professional “Experience Design” Consultant/Cultural Application
- Portland Performing Arts Festival
- City of Portland - Staff participation in the Maine International Trade Center Mission to Iceland and UK
- City of Portland/Portland Community Chamber – Industry Sector Research Conducted by the Maine Center for Business and Economic Research
- City of Portland – Greater Portland Economic Development Corporation/ Maine International Trade Center/Invest in Maine Program
- City of Portland – Office of Economic Opportunity for the following projects:
  - Develop Strategies and Measurable Plan to Integrate Immigrants
  - Create Professional Connector Program/Jobs for New Mainers
- World Affairs Council for its Celebrate Immigration Initiative
- Cooperative Development Institute – Institutional Food Service and Procurement
- Maine Center for Enterprise Development for the following projects:
  - Top Gun Overhaul and Preflight
  - E\*Next Pilot Project
- Maine Convention Center Collaborative/Portland Community Chamber – Feasibility Study for Convention Center
- Portland Buy Local – Host Community Forum to Strengthen Portland’s Economy
- Portland Downtown for the following projects:
  - Parking Study
  - Walking Tour
- Maine College of Art – Campus Master Plan
- GPCOG – Portland Food Launch and Festival
- Women United Around the World – Vocational Training Program for Immigrant Women
- Maine Immigrant Rights Coalition – Create Database/Immigrant Economic Opportunity Network
- Maine Crafts Association – Gallery at 519 Congress Street for Maine Craft Artists, and a Hub for Education, and Culture
- Portland Adult Education – New Mainers Resource Center Education Assistance

***PEDPIP Program Discontinued in FY2020***

The PDC Board recommended to the City Council discontinuation of this Program because, having been in existence for over 7 years, it produced what it had intended – to help facilitate the implementation of the primary objectives of the August 2011 Vision and Plan to stimulate private sector investment and growth. The Council voted to discontinue the program at its September 16, 2019, meeting.

**PDC Annual Awards Program**

Due to the COVID-19 Pandemic, the Annual Awards Program has not been held since December of 2019.

The PDC and City staff will bring this event back in FY2024, which will be its 25<sup>th</sup> Annual Event to honor five businesses for their contributions to the local economy. Anticipated awards to be given out include: Economic Development Achievement, Business of the Year, Small Business of the Year, PDC Client of the Year, and the Legacy Award.

**Summary**

The PDC looks forward to continuing to assist in providing and leveraging investment in Portland area businesses and development projects. With grant programs, its loan portfolio growing, and loan funds available to invest, the PDC would like to thank the City Council for its continued support.

***PDC Board of Directors:***

Councilor April Fournier  
Krista Cole  
Sam Dargan  
James Dowd, Treasurer  
Eamonn Dundon  
Blaine Grimes, President  
Jeffery Hicklin, Secretary  
Thomas Mitchell  
Kierston Van Soest  
Beverly Werber  
Danielle West, City Manager

***PDC Staff:***

Mary Davis, Interim Housing and Economic  
Development Director  
Nancy Martin, Business Programs Manager  
Kaela Gonzalez, ARPA Program Manager  
Lori Paulette, Principal Adm. Officer  
Michael Goldman, Interim Corporation Counsel

**PORTLAND DEVELOPMENT CORPORATION**  
**Statement of Net Position**  
**June 30, 2023**

**(Preliminary and Subject to Audit)**

Assets

Cash		\$ 3,042,467
Accounts receivable		3,663
Loans receivable	\$ 2,096,090	
Allowance for uncollectible loans	<u>(316,900)</u>	<u>1,779,190</u>
 Total assets		 <u><u>\$ 4,825,320</u></u>

Liabilities and Fund Equity

Liabilities:

Accounts payable	<u>\$ 2,145</u>	
 Total liabilities		 \$ 2,145

Fund equity:

Reserves

Loans receivable	\$ 1,779,190	
 Economic Development Fund	 104,618	
Unrestricted UDAG	367,155	
Restricted CIP	371,863	
Unrestricted CIP	160,163	
FAME	693,523	
EPA Revolving Loan Fund (Brownfield)	446,868	
FAME SSBCI	653,084	
Brownfield grants	<u>246,711</u>	
 Total fund equity		 <u><u>4,823,175</u></u>
 Total liabilities and fund equity		 <u><u>\$ 4,825,320</u></u>

**PORTLAND DEVELOPMENT CORPORATION**  
**Statement of Revenues, Expenditures,**  
**and Changes in Fund Balance**  
**For the Year Ended**  
**June 30, 2023**

**(Preliminary and Subject to Audit)**

<u>Revenues and Financing Sources</u>		
Federal grants	\$ 429,475	
Application fees	7,550	
Interest received on loans	89,310	
Investment interest income	<u>28,674</u>	
Total revenues and financing sources		\$ 555,010
<u>Expenditures and Other Charges</u>		
Administrative services	\$ 8,685	
Net payments to contractors	285,548	
Adjustments to allowances	<u>100,407</u>	
Total expenditures and other charges		<u>394,640</u>
Excess (deficiency) of revenues over expenditures		\$ 160,370
Fund balance, June 30, 2022		<u>4,662,805</u>
Fund balance, June 30, 2023		<u><u>4,823,175</u></u>

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER APPOINTING DIRECTORS TO THE BOARD OF  
THE PORTLAND DEVELOPMENT CORPORATION**

**ORDERED,** that the City Council, acting in its capacity as Corporator of the Portland Development Corporation, hereby appoints Nathan Henry and Kierston Van Soest, to the Board of Directors of the Portland Development Corporation, both of whose terms shall expire on September 30, 2026.

**ZOOM INFORMATION:**

The City Council will conduct this meeting in-person from Council Chambers, located on the second floor of City Hall. Public comments may only be submitted in person or in writing.

To view this meeting remotely, please visit the live-stream at <https://portlandme.portal.civicclerk.com/event/6481/media>.

**PLEDGE OF ALLEGIANCE:**

Mayor Snyder led all present in the Pledge of Allegiance.

**ROLL CALL:**

Mayor Snyder called the meeting to order at 5:35pm

City Councilors Present: Councilor Fournier, Councilor Rodriguez, Councilor Dion, Councilor Ali, Councilor Zarro, Councilor Trevorrow, Councilor Pelletier, Councilor Phillips, Mayor Snyder

**5:30 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:**

Motion was made by Councilor Ali and seconded by Councilor Fournier to suspend Council rules in order to take public comment on non-agenda items at 5:30pm

Motion passed 9-0.

Mayor Snyder opened the floor for public comment. The following individuals spoke:  
Patty Webber (Ocean Ave)

**ANNOUNCEMENTS:**

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

**APPROVAL OF MINUTES OF PREVIOUS MEETING:**

**City Council Meeting Minutes-September 18, 2023**

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

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

**PROCLAMATIONS:**

**Proclamation 8-23/24 Recognizing October 2023 as Domestic Violence Action Month - Sponsored by Kate Snyder, Mayor**

Mayor Snyder read Proclamation 8-23/24 Recognizing October 2023 as Domestic Violence Action Month into the record.

**Proclamation 9-23/24 Recognizing October 9, 2023 as Indigenous Peoples' Day - Sponsored by Kate Snyder, Mayor**

Councilor Fournier read Proclamation 9-23/24 Recognizing October 9, 2023 as Indigenous People's Day into the record.

**Proclamation 10-23/24 Honoring the Life of Heather Brown and her Contributions to the City of Portland - Sponsored by Kate Snyder, Mayor**

This item was postponed until the October 16, 2023 City Council meeting.

**COMMUNICATIONS:**

**Communication 13-23/24 Regarding the Historic Preservation Impact Study Report - Christine Grimando, Director of Planning & Urban Development**

Christine Grimando (Director of Planning & Urban Development) provided a communication regarding the Historic Impact Study Report.  
The following individuals commented on this communication:  
Councilor Zarro

**RESOLUTIONS**

**Resolve 2-23/24 In Support of the Deprioritization of Criminal Prosecution and Penalties for Personal Use of Psychedelic Plants and Fungi - Sponsored by the Health & Human Services and Public Safety Committee, Councilor April Fournier, Chair**

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage. Passage 6-3 (Councilor Dion, Mayor Snyder, Councilor Zarro-No).  
Mayor Snyder opened the floor for Council comment. The following individuals spoke:  
Aaron Barker (Interim Director of Decriminalize Maine), Selma Holden (105 Tempany Street, Decriminalize Maine), Yeshua Adonai (Co-Founder of Psychedelics for Maine Veterans),  
James Davis (9 Carrington St, Bay Staters for Natural Medicine, New England Veterans for Plant Medicine), Wendy Chapkis (112 Sherman Street, Decriminalize Maine Board Member), Tonya Dunn (Co-Founder Dirigo Psychedelics Society), Becca Phillips (Bay Staters for Natural Medicine), Councilor Trevorrow, Councilor Dion, Councilor Zarro, AMy, McNally (Assistant Corporation Counsel), Mayor Snyder, Councilor Phillips, Grayson Lookner (State Representative), Councilor Ali, Chief of Police, Councilor Rodriguez, Councilor Pelletier, Councilor Fournier

**UNFINISHED BUSINESS:**

**Order 32-23/24 Authorizing Loans in the Amount of \$1,684,816 from the School Revolving Renovation Fund and the Issuance of the City's General Obligation Bonds Therefore - Sponsored by Danielle P. West, City Manager**

Motion to postpone item until October 16, 2023. Moved by Mayor Snyder and seconded by Councilor Ali for passage. Passed 8-0 (Councilor Fournier Absent)  
Item postponed until Monday, October 16, 2023

**Order 33-23/24 Appropriating \$1,684,816 in Loan Proceeds from the School Revolving Renovation Fund for School Renovation Projects - Sponsored by Danielle P. West, City Manager**

Motion to postpone item until October 16, 2023. Moved by Mayor Snyder and seconded by Councilor Ali for passage. Passed 8-0 (Councilor Fournier Absent)  
Item postponed until Monday, October 16, 2023

**Order 34-23/24 Accepting and Appropriating a \$10,000 Donation from the Congress Square Redesign Committee for Phase B of Congress Square Park - Sponsored by Danielle P. West, City Manager**

Motion was made by Councilor Ali, seconded by Councilor Zarro for passage. Passage 8-0 (Councilor Trevorrow absent)

Mayor Snyder opened the floor for public comment. The following individuals spoke: George Rheault (Hanover Street), Danielle West (City Manager), Christine Grimando (Director of Planning & Urban Development)

**Order 35-23/24 Accepting and Appropriating Three Maine Historic Preservation Commission Grants for the Planning Department - Sponsored by Danielle P. West, City Manager**

Motion was made by Councilor Ali, seconded by Councilor Rodriguez for passage. Passage 7-0 (Councilor Zarro & Trevorrow absent)

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

**ORDERS:**

**Order 37-23/24 Declaring a State of Limited Emergency at 654 Riverside Street - Sponsored by Danielle P. West, City Manager**

\*Point of Order. This item was taken out of order and read after Order 45-23/24.

Mayor Snyder opened the floor for public comment. The following individuals spoke: Jim Devine (Homeless Voices for Justice), Elizabeth Newton (Tucker Ave), Grayson Lookner (State Representative), Greg Gould (168 Milton Street), Bob Avery (Case Worker at Preble Street), Heather Zimmerman (ACLU of Maine), Lisa Franklin (Homeless Voices for Justice), Wes Pelletier (West End), John Rogers (Business Owner on Marginal Way), Brian Batson (Maine Health), Donna (Sunlight Media Collective), George Rheault (Hanover Street), Eamonn Dundon (Portland Regional Chamber)

Motion was made by Mayor Snyder and seconded by Councilor Ali to recess into Executive Session pursuant to 1 M.R.S.A section 405 (6)(E) to discuss with Corporation Counsel the Council's legal rights and responsibilities related to Order 37-23/24 at 8:30pm

Motion passed 9-0. Mayor Snyder opened the floor for public comment. No one spoke. Recessed into Executive Session.

Motion was made by Councilor Dion and seconded by Councilor Fournier to adjourn the Executive Session and reconvene the City Council meeting at 9:25pm. Passed 9-0  
Adjourned Executive Session, reconvened City Council meeting.

Mayor Snyder opened the floor for Council discussion. The following individuals spoke: Mayor Snyder, Council Fournier, Councilor Pelletier, Councilor Trevorrow, Councilor Rodriguez, Councilor Zarro, Council Ali, Councilor Dion, Councilor Phillips

\*Motion was made by Councilor Rodriguez and seconded by Councilor Ali for Passage. Motion failed 4-5. (Councilor Dion, Councilor Zarro, Councilor Trevorrow, Councilor

Pelliter, Councilor Phillips-NO)  
Danielle West (City Manager) gave an overview of this item.

\*Motion was made by Mayor Snyder and seconded by Councilor Fournier to postpone the item indefinitely. Passage 5-4 (Councilor Rodriguez, Councilor Ali, Councilor Trevorrow, Mayor Snyder-No)  
Order 37-23/24 postponed indefinitely.

**EXECUTIVE SESSION: Motion to enter into Executive Session pursuant to 1 M.R.S.A. section §405(6)(E) to discuss with Corporation Counsel the Council's legal rights and responsibilities related to Order 37-23/24.**

**Order 38-23/24 Approving the Centers for Disease Control and Prevention Agreement for a CDC Public Health Associate - Sponsored by Danielle P. West, City Manager**

Motion was made by Mayor Snyder and seconded by Councilor Dion for passage as an emergency. Passage 9-0  
Mayor Snyder opened the floor for public comment. The following individuals spoke: Elizabeth Newton (Tucker Ave), Kristen Dow (Director of Health and Human Services)

**Order 39-23/24 Approving the Commitment of \$2,800,000 as the Local Match in the Maine Department of Transportation Reconnecting Communities and Neighborhoods Grant Application for the Libbytown Neighborhood Accessibility Project - Sponsored by Danielle P. West, City Manager**

Motion was made by Councilor Fournier and seconded by Councilor Rodriguez for passage. Passage 8-0 (Councilor Zarro Pelletier absent)  
Mayor Snyder opened the floor for public comment. The following individuals spoke: George Rheault (Hanover Street), Mike Murray (Director of Public Works)

**Order 40-23/24 Approving the Commercial Property Assessed Clean Energy Agreement between Efficiency Maine Trust and Portland - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair**

Motion to postpone item until October 16, 2023. Moved by Mayor Snyder and seconded by Councilor Zarro for passage. Passed 9-0.  
Item postponed until Monday, October 16, 2023

**AMENDMENTS:**

**Order 41-23/24 Amendment of the Portland City Code Chapter 6 Re: Commercial Property Assessed Clean Energy of C-PACE - Sponsored by the Sustainability and Transportation Committee, Councilor Andrew Zarro, Chair**

This item is a first read.

**Order 42-23/24 Amendment of the Portland City Code Chapter 28 Re: City Parking Regulations - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair**

This item is a first read.

**Order 43-23/24 Amendment of the Traffic Schedule Re: Metered To Non-Metered (Two-Hour) Parking on Forest Avenue, Chestnut Street, and Marginal Way - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair**

This item is a first read.

**Order 44-23/24 Amendment of Chapter 35 Re: Delivery of Adult-use Marijuana and Marijuana Products by Authorized Licensees - Sponsored by the Health & Human Services and Public Safety Committee, Councilor April Fournier, Chair**

This item is a first read.

**Order 45-23/24 Amendment to the Portland City Code Chapter 2 Re: Qualification for Land Bank Commission Members and Addition of North Deering Park - Sponsored by Ashley Rand, City Clerk**

This item is a first read.

**ADJOURNMENT:**

Motion was made by Councilor Ali and seconded by Councilor Fournier to adjourn. Passage 9-0 at 10:02pm.

A TRUE RECORD

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Ashley Rand, City Clerk

# **PROCLAMATION**

## **HONORING THE LIFE OF HEATHER E.R. BROWN AND HER CONTRIBUTIONS TO THE CITY OF PORTLAND**

- WHEREAS,** Heather Brown dedicated the majority of her professional career to public service having worked in Washington, D.C. for the U.S. Food and Drug Administration for 12 years, rising to the position of Deputy Chief of Staff, where she worked to reduce the cost of prescription drugs and improve public health; and
- WHEREAS,** Heather continued her public service career and got to move back to her home state by joining the City of Portland in 2019 where she served as the Assistant City Manager for almost two years; and
- WHEREAS,** on her first week of work she established and led the City team that managed the emergency shelter needs for the large number of asylum seekers who arrived in Portland; and
- WHEREAS,** Heather loved being a member of the Portland community by volunteering at her children's schools and for their sports teams; and
- WHEREAS,** Heather stepped down from her position with the City in 2021 to focus on her health and family, including her two young children, after receiving a cancer diagnosis; and
- WHEREAS,** she participated in the Maine Cancer Foundation's Tri for a Cure, and in her five years of participation she raised \$12,460; and
- WHEREAS,** sadly, she lost her long battle against breast cancer, passing away peacefully among family and friends on September 26, 2023; and
- WHEREAS,** Heather spent her last days ensuring everyone was comfortable and had everything they needed – it was never about her. She gave of herself endlessly and blessed her friends and family with her words of encouragement. It was Heather's hope that when she is remembered, that we “smile and then do something fun with the people you love”; and
- NOW, THEREFORE, BE IT RESOLVED,** that I, Kate Snyder, Mayor of the City of Portland, Maine and members of the City Council do hereby honor the life of Heather Brown and her contributions to the City of Portland, public service, and the Portland community. She will be greatly missed.

**Signed and sealed this 16<sup>th</sup> day of October, 2023**



**Kate Snyder, Mayor  
City of Portland**

# **PROCLAMATION**

## **RECOGNIZING OCTOBER 2023 AS HATE CRIME AWARENESS MONTH**

**WHEREAS,** the City of Portland is proud to be home to a diverse population, with residents who represent a wide array of races, ethnicities, religions, and sexual orientations; and

**WHEREAS,** according to the Office of the Maine Attorney General, a “hate crime” is criminal conduct motivated by bias against race, color, religion, ancestry, national origin, gender, sexual orientation, and/or physical or mental disability; and

**WHEREAS,** together, we stand against hate in any form, including violence motivated by hate and hate speech (including in-person and online); and

**WHEREAS,** we recognize that hate crimes have a devastating effect on families and communities, and are committed to building and nurturing a community that rejects hate in every form and where every resident is treated with respect and dignity; and

**WHEREAS,** we encourage any resident who experiences or observes a hate crime to report it to law enforcement; and

**NOW, THEREFORE, BE IT RESOLVED,** that I, Kate Snyder, Mayor of the City of Portland, Maine and members of the City Council do hereby recognize October 2023 as Hate Crime Awareness Month in the City of Portland, Maine.

**Signed and sealed this 16<sup>th</sup> day of October, 2023**



**Kate Snyder, Mayor  
City of Portland**

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER APPROVING APPOINTMENTS TO THE CLEAN ELECTIONS REVIEW  
BOARD AND THE ZONING BOARD OF APPEALS**

**ORDERED**, that Andrew Weaver is hereby appointed to serve on the Zoning Board of Appeals for a term that expires on December 31, 2024; and

**BE IT FURTHER ORDERED**, that Phil Steele is hereby appointed to serve on the Clean Elections Review Board for a term that expires on June 30, 2024; and

**BE IT FURTHER ORDERED**, that these appointments are enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to allow the appointee to begin work immediately.

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER APPOINTING DIRECTORS OF  
THE PORTLAND WIDOWS' WOOD SOCIETY FOR THE 2023-2024 TERM**

**ORDERED,** that the following persons are hereby appointed as Directors of the Widows' Wood Society for the City of Portland for a term to end November 1, 2024:

<b>Name</b>	<b>Address</b>
Henry L. Donovan	15 Clifford Street, Portland
Nancy English	40 Park Avenue, Portland
Cyrus Hagge	121 Cassidy Point Drive # 307, Portland
Cheryl Hallett, Treasurer	22 Pride Farm Road, Falmouth
John C. Knox, President	44 Bramblewood Drive, Portland
Desiree Lester	Good Medicine Collective, 231 York St., Portland
Thomas M. Pierce	52 Foreside Common Drive, Falmouth
Sheba Brown	13 Grove St., Unit 2, Kennebunk
Alex Pringle	15 Clifford St., Portland

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** October 3, 2023

**SUBJECT:** Order 50-23/24 Granting Municipal Officers' Approval of Karl Silander, dba The Bayou Kitchen. Application for Class 1 FSE at 543 Deering Avenue - Sponsored by Danielle P. West, City Manager

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

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading**

**Final  
Action**

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

**Does this item involve a new contract with the City: N/A**

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

**I. SUMMARY**

**II. AGENDA DESCRIPTION**

Application was filed on 9/19/23. Existing food establishment is adding alcohol service. New City and State applications.

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. 2023.10.16\_Bayou Kitchen
2. Bayou Kitchen\_Council Packet

Prepared by:

Date: 10/03/2023

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  
GRANTING MUNICIPAL OFFICERS'  
APPROVAL OF:

**Approval of Karl Silander, dba The Bayou Kitchen. Application for Class 1 FSE at 543  
Deering Avenue**

The Bayou Kitchen  
Karl Silander  
543 Deering Avenue  
Portland, ME 04103  
(207) 774-4935

---

September 8, 2023

Office of the Mayor  
389 Congress Street  
Portland, ME 04101

Dear Mayor Snyder and Members of the City Council:

Please accept this Letter of Intent requesting a liquor license for the Bayou Kitchen, an established breakfast and lunch restaurant located in Woodfords Corner, Portland. I am applying for a license to sell alcohol (beer, wine and spirits) at the restaurant during the hours of 8:00am to 2:00pm Monday through Saturday and 9:00am to 2:00pm on Sundays. Alcohol will be served inside of the restaurant only as we do not have outdoor seating.

Thank you for your consideration.

Sincerely,



S. Karl Silander  
Owner, The Bayou Kitchen



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

<b>Business Information</b>			
Establishment Name (d/b/a):	Karl Silander DBA The Bayou Kitchen	Phone:	207-838-7745
Location Address:	543 Deering Avenue, Portland, ME 04103		Zip:
If new, what was formerly at this location:			
Mailing Address:	99 Atlantic Street, Portland, ME 04101		Zip:
Contact Person:	Karl Silander	Phone:	207-838-7745
Contact Person Email:	ksilande@maine.rr.com		
Manager of Establishment:	Karl Silander	Date of Birth: 12/10/1969	Phone: 207-838-7745
Owner of Premises (Landlord):	Geoffrey Rice		
Address of Premises Owner (Landlord):	657 Congress Street, 1st Fl, Portland, ME 04101		Zip:

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

Name of Owner(s)	Date of Birth	Residence Address
Karl Silander	12/10/1969	99 Atlantic Street, Portland, ME 04101

<b>Corporate Name</b>	<b>Corporate Mailing Address</b>
	Zip:

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

Contact Person:		Phone:	
<b>Principal Officers</b>	<b>Title</b>	<b>Date of Birth</b>	<b>Residence Address</b>
Class of Liquor License: <u>Class 1 FSE</u>			

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

bl@portlandmaine.gov • www.portlandmaine.gov



**CITY OF PORTLAND**  
**Permitting and Inspections Department**

Type of food served:	Breakfast and Lunch	
Please circle all that will be served:	<input checked="" type="radio"/> Beer	<input checked="" type="radio"/> Wine <input checked="" type="radio"/> Liquor
Projected percentage of sales:	Generated from Food: 90%	Generated from Alcohol: 10%
Hours & days of operation:	Mon- Sat 8:00am-2pm Sun 9:00am - 2pm	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open? If No, please explain:	<input checked="" type="radio"/> Y <input type="radio"/> N
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment? If yes, give the distance:	<input type="radio"/> Y <input checked="" type="radio"/> N
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	<input type="radio"/> Y <input checked="" type="radio"/> N
Will you permit dancing after 1:00 a.m.?	<input type="radio"/> Y <input checked="" type="radio"/> N
Will you have outside dining? (If yes, an Outdoor Dining Application is required) If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	<input type="radio"/> Y <input checked="" type="radio"/> N
Will you have any amusement devices (pinball, video games, juke box)? If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	<input type="radio"/> Y <input checked="" type="radio"/> N
What is your targeted opening date? We are an established restaruant	
Does the issuance of this license directly or indirectly benefit any City employee(s)? If Yes, list name(s) of employee(s) and department(s):	<input type="radio"/> Y <input checked="" type="radio"/> N
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland? If Yes, please list business name(s) and location(s): The Bayou Kitchen, 543 Deering Avenue, Portland 04103	<input checked="" type="radio"/> Y <input type="radio"/> N
Is any principal officer under the age of 21? Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<input type="radio"/> Y <input checked="" type="radio"/> N
If Yes, please explain: OUI 18-19 years ago	

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

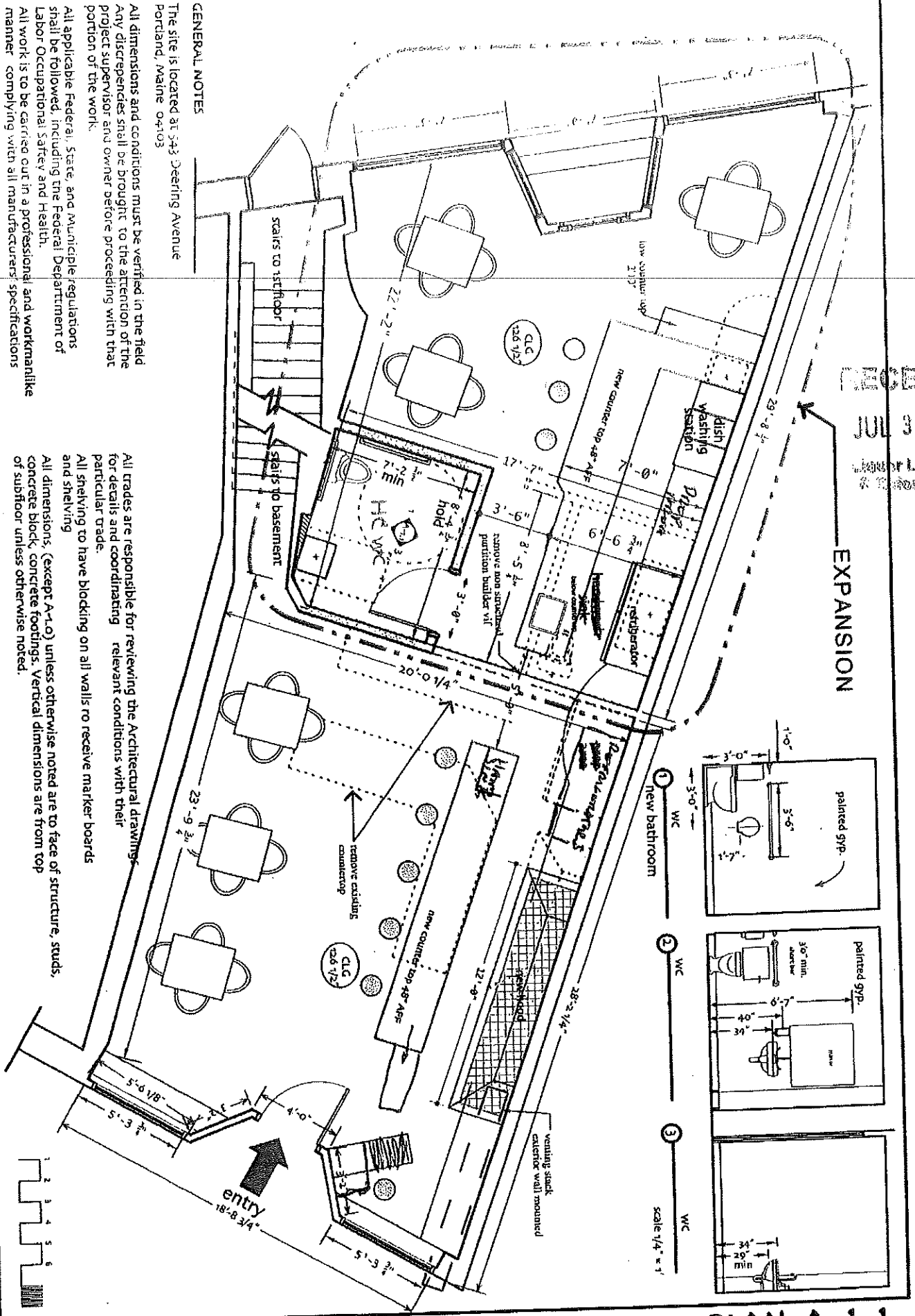
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts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

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

Signature  Title Owner/Chef Date 9/14/23

RECEIVED  
 JUL 31 2011  
 Labor License  
 Enforcement

EXPANSION



**GENERAL NOTES**  
 The site is located at 543 Deering Avenue  
 Portland, Maine 04103  
 All dimensions and conditions must be verified in the field  
 Any discrepancies shall be brought to the attention of the  
 project supervisor and owner before proceeding with that  
 portion of the work.  
 All applicable Federal, State, and Municipal regulations  
 shall be followed, including the Federal Department of  
 Labor Occupational Safety and Health.  
 All work is to be carried out in a professional and workmanlike  
 manner complying with all manufacturers' specifications

All trades are responsible for reviewing the Architectural drawing  
 for details and coordinating relevant conditions with their  
 particular trade.  
 All shelving to have blocking on all walls to receive marker boards  
 and shelving  
 All dimensions, (except A-1.0) unless otherwise noted are to face of structure, studs,  
 concrete block, concrete footings. Vertical dimensions are from top  
 of subfloor unless otherwise noted.

**PLAN A-1.1**  
 for permitting purposes

**GENERAL NOTES**  
 The site is located at 543 Deering Avenue  
 Portland, Maine 04103

All dimensions and conditions must be verified in the field. Any discrepancies shall be brought to the attention of the project supervisor and owner before proceeding with that portion of the work.

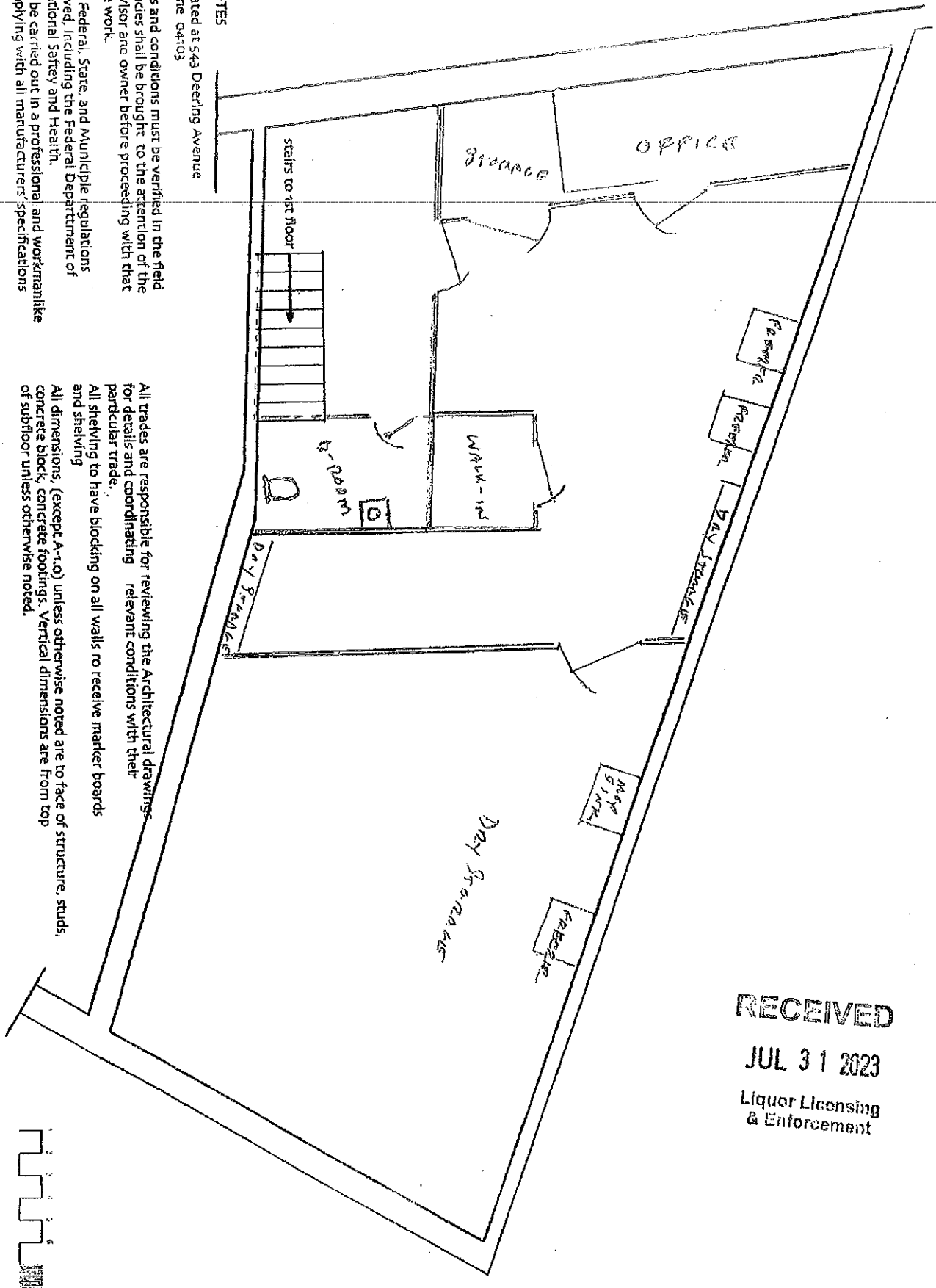
All applicable Federal, State, and Municipal regulations shall be followed, including the Federal Department of Labor Occupational Safety and Health.

All work is to be carried out in a professional and workmanlike manner complying with all manufacturers' specifications

All trades are responsible for reviewing the Architectural drawings for details and coordinating relevant conditions with their particular trade.

All shelling to have blocking on all walls to receive marker boards

All dimensions (except A-1.0) unless otherwise noted are to face of structure, studs, concrete block, concrete footings. Vertical dimensions are from top of subfloor unless otherwise noted.



**RECEIVED**  
 JUL 31 2023  
 Liquor Licensing  
 & Enforcement



# The Bayou Kitchen



## EGGS\*

### Baton Rouge \$8.25

2 eggs any style. Add 2 bacon or 1 sausage \$9.50

### Gator Eggs \$9.50

2 eggs scrambled with 3 fixins. Extra fixins - \$2.00 each  
Premium Fixins extra.

### Red Eye \$9.25

BBQ Polish sausage with 2 spicy eggs any style.

### Breakfast Sandwich \$8.25

Egg and cheese sandwich on English muffin with choice of ham, bacon, sausage patty, spinach or tomato. *Choice of grits, homies, or beans & rice.* Substitute Andouille \$8.75, Extra fixins \$2.00 each

### Homemade Hash \$12.25

Fresh corned beef hash with 2 eggs any style.

### The Huey P. Long \$10.25

Andouille sausage with 2 spicy eggs any style.

*All served with choice of cornbread, biscuits, or toast and grits, homies, or beans & rice. Bayou cornbread \$1.00 extra.*

## FROM THE GRIDDLE & MORE

### Buttermilk Pancake Stack

Short \$10.25 Tall \$12.25 One Pancake \$5.50

### The Custom Pancake Shop

Choose from ginger, coffee, pecan, blueberry, banana, chocolate chip or granola.

Short \$12.00 Tall \$13.75 Extra Items \$2.50(s) or \$3.25(t)  
One Custom Pancake \$6.50 Extra Items \$2.00

### French Toast \$9.75

Choose from white, wheat, raisin or hand-cut Italian. Add fruit \$4.50

### Huevos Rancheros\*

#### Black Bean Chili \$13.50 or Beef Chili \$14.50

Chili with cheddar wrapped in a flour tortilla topped with 2 eggs, our homemade salsa and sour cream. *Choice of grits, homies, or beans & rice.*

### The Veggie Homie Plate \$13.50

Home fries and salsa topped with onions, peppers, broccoli, mushrooms, tomatoes, garlic, and melted cheddar.

### The Meat Homie Plate \$14.50

Home fries topped with bacon, sausage, cheddar, sour cream and scallions.

### The Ginty Bowl \$11.75

Big bowl of fresh fruit, yogurt and granola.

## OMELETS\*

### The Swamp \$13.50

Tomatoes, onions, peppers, mushrooms, broccoli, and cheddar.

### The Hurricane \$14.50

Onions, mushrooms, broccoli, bacon, sausage, and cheddar.

### El Rancho Verde \$14.25

Black bean chili, spinach and American cheese, topped with salsa verde and sour cream.

### Tri-Sausage Scramble \$14.75

Andouille sausage, Polish sausage and Chorizo with cheddar.

### The Cajun Scramble \$14.75

Crawfish, Andouille sausage, jalapeños and cheddar.

### The Mudbug Madness \$14.25

Crawfish, cheddar and our homemade salsa.

### Three Alarm Eggs \$14.75

Spicy beef chili, onions and cheddar topped with our homemade salsa and sour cream.

### The Smokin' Caterpillar \$14.25

Our homemade hash, grilled onions and Swiss.

### Build Your Own Omelet or Scramble \$13.75

3 egg omelet or scramble with any 3 fixins.  
Additional fixins \$2.00 each. Premium fixins extra.

*All served with choice of cornbread, biscuits, or toast and grits, homies, or beans & rice. Bayou cornbread \$1.00 extra.*

## Fixins - \$2.00 each

Tomato, Broccoli, Spinach, Pepper, Mushrooms, Scallion, Jalapeños, Onion, Garlic, Our Homemade Salsa, Roasted Red Peppers, Sour Cream, Cheddar, Swiss, American, Feta, Provolone

## Premium Fixins

Bacon, Ham, Polish Sausage	Add \$2.50
Andouille, Chorizo	Add \$2.75
Homemade Hash	Add \$3.25
Beef Chili	Add \$3.25
Black Bean Chili	Add \$2.50
Boursin	Add \$2.00
Caramelized Onions	Add \$1.75
Sun Dried Tomatoes	Add \$1.75
Crawfish Tail Meat	Add \$4.25



\*The consumption of raw or undercooked eggs, meat, poultry, seafood or shellfish may increase your risk of food borne illness.  
Parties of 7 or more will be seated and served separately. We accept Visa and Mastercard.

# The Bayou Kitchen



## CAJUN CLASSICS

### **Chicken & Sausage Gumbo \$15.25**

Louisiana country stew with peppers, onions, okra, chicken and Andouille in a home-style gravy served over rice. Cup - \$10.50  
Add crawfish \$4.25

### **Chicken Piquant \$14.25**

A Cajun hot and sour soup with chicken simmered in olive oil and vinegar with onions, peppers, garlic, tomato and spices.  
Served over rice. Cup - \$8.75

### **Classic Jambalaya \$14.75**

A Louisiana rice specialty with chicken, Andouille sausage, onions, peppers, garlic, rice, and our Jamba juice. Cup - \$10.25  
Add crawfish \$4.25

### **Veggie Jambalaya \$13.75**

Onions, peppers, garlic, mushrooms, tomato, broccoli, rice and our Jamba juice. Cup - 8.75

### **Spicy Beef Chili No Beans!**

Topped with cheddar and sour cream, with bread. Bowl - \$14.25  
Cup - \$8.75

### **Black Bean Chili**

Topped with cheddar and sour cream, with bread. Bowl - \$13.25  
Cup - \$8.25

### **Traditional Red Beans & Rice**

Red kidney beans stewed with smoked ham, onions, peppers, garlic and celery, with bread. Bowl - \$13.75 Cup - \$8.75

### **Veggie Red Beans & Rice**

Same as our traditional beans and rice with no meat, with bread.  
Bowl - \$12.00 Cup - \$7.75

*All served with cornbread or biscuit.  
Bayou cornbread \$1.00 extra.*

## BURGERS\*

### **Cajun Burger \$13.75**

Cajun spiced, 6 ounce 90% lean beef burger topped with sautéed onions, peppers, mushrooms, jalapeños, cheddar and our homemade salsa.

### **Basic Burger \$12.50**

6 ounce 90% lean beef burger with lettuce and tomato, choice of cheese. Add fixins \$2.00 each

### **Fixins**

Onions, peppers, mushrooms, garlic, our homemade salsa, jalapeños, bacon, Boursin, American, Swiss, Cheddar, Provolone

*All served with choice of grits, homies, or beans & rice.*

## SIDES

One Egg*	\$1.50
One Pancake	\$5.50
One Custom Pancake	\$6.50
French Toast (1pc)	\$3.25
Homemade Hash	\$7.75
Traditional Red Beans & Rice	\$5.50
Vegetarian Red Beans & Rice	\$4.50
Grits	\$3.00
Homies	\$4.75
Bacon/Sausage	\$5.25
Polish Sausage	\$5.25
Chorizo	\$5.25
Andouille Sausage	\$5.50
Homemade Biscuit	\$2.00
Cornbread	\$2.00
Bayou Cornbread	\$3.00
(Blueberry or Jalapeño & Cheddar)	
Toast	\$2.25
(White, Wheat, Rye, Raisin, Italian, Pumpernickel or English Muffin)	
Fruit Cup	\$5.50
Fruit Bowl	\$7.25
Yogurt	\$2.50
Granola	\$2.50
Real Maple Syrup	\$2.75
Our Homemade Salsa	\$2.00
Sour Cream	\$1.00

## BEVERAGES

Coffee – Endless Cup	\$2.75
Teas – Regular, Decaf	\$2.25
Specialty Teas	\$2.75
Hot Chocolate	\$2.25
Chocolate Milk	\$2.25
Juice	\$2.25
OJ, Apple, Cranberry, Grapefruit, V-8	
Low Fat Milk	\$1.75
Poland Springs Bottled Water	\$2.25
Soda	\$2.00
Pepsi, Diet Pepsi, 7UP, Dr. Pepper, Moxie, Mt. Dew	
Iced Tea	\$2.00
Lemonade	\$2.00
Kids Drinks	\$1.50
Capt'n Eli's Sodas:	
Root Beer	\$2.50
Ginger Beer	\$2.50
Blueberry	\$2.50



\*The consumption of raw or undercooked eggs, meat, poultry, seafood or shellfish may increase your risk of food borne illness.  
Parties of 7 or more will be seated and served separately. We accept Visa and Mastercard.



Zachary Lenhart <zlenhart@portlandmaine.gov>

---

## New Liquor License - Bayou Kitchen - 543 Deering Ave - Class 1 FSE

---

Eric Nevins <ericn@portlandmaine.gov>

Sat, Sep 23, 2023 at 5:58 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

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

Approved

On Fri, Sep 22, 2023 at 1:03 PM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:

[Quoted text hidden]

---

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

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



October 11, 2023

Karl Silander  
543 Deering Avenue  
Portland, ME 04103

Re: Karl Silander, dba The Bayou Kitchen. Application for Class 1 FSE at 543 Deering Avenue

Dear Karl Silander:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 16, 2023 at 5:00 p.m., for the review of application for Class 1 FSE at 543 Deering Avenue. The meeting will take place in person.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Z Lenhart".

Zachary J. Lenhart  
Licensing and Housing Safety Manager

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

**CITY OF  
PORTLAND**  
IN THE CITY COUNCIL

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

---

ORDER  
GRANTING MUNICIPAL OFFICERS'  
APPROVAL OF:

**Approval of Karl Silander, dba The Bayou Kitchen. Application for Class 1 FSE at 543  
Deering Avenue**

**Legal Advertisement**

**Notice of Public Hearing  
City of Portland**

---

A Public Hearing will be held on October 16, 2023 at 5:00 P.M., Karl Silander, dba The Bayou Kitchen. Application for Class 1 FSE at 543 Deering Avenue - Sponsored by Danielle P. West, City Manager



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

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant<br>(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge<br>(Class XI) | <input type="checkbox"/> Class A Lounge<br>(Class X)  |
| <input type="checkbox"/> Hotel<br>(Class I, II, III, IV)                 | <input type="checkbox"/> Hotel – Food Optional<br>(Class I-A)    | <input type="checkbox"/> Bed & Breakfast<br>(Class V) |
- 
- Golf Course (included optional licenses, please check if apply) (Class I, II, III, IV)     Auxiliary     Mobile Cart
- Tavern  
(Class IV)     Other: \_\_\_\_\_
- Qualified Caterer     Self-Sponsored Events (Qualified Caterers Only)

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

5. Business records are located at the following address:

99 Atlantic Street, Portland, ME 04101 and 543 Deering Avenue, Portland, ME 04103

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

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

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

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

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

- Yes     No
- Not applicable – licensee/applicant(s) is a sole proprietor

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

Yes  No

If yes, please provide details: \_\_\_\_\_  
 \_\_\_\_\_

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Karl Silander	12/10/1969	Bristol, PA
Daniel Lasley	10/30/1970	Washington DC
Tiffany Thorndike	07/07/1970	Camden/Rockport ME
Residence address on all the above for previous 5 years		
Name Karl Silander - 99 Atlantic Street, Portland, ME 04101	Address:	
Name Daniel Lasley - 15 King Street, Portland, ME 04103	Address:	
Name Tiffany Thorndike - 6 Sawyer Street, Portland, ME 04103	Address:	
Name	Address:	

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

Yes  No

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

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

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

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

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

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

Geoffrey Rice, 657 Congress Street, Portland, ME 04101

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

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

Dining room, open kitchen and basement storage

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name: Woodfords Church


Distance: 0.20

**Section II: Signature of Applicant(s)**

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

*Please sign and date in blue ink.*

Dated: 07/25/2023

  
\_\_\_\_\_  
Signature of Duly Authorized Person

Karl Silander  
\_\_\_\_\_  
Printed Name Duly Authorized Person

\_\_\_\_\_  
Signature of Duly Authorized Person

\_\_\_\_\_  
Printed Name of Duly Authorized Person

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

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

Dated: \_\_\_\_\_

Who is approving this application?  Municipal Officers of \_\_\_\_\_

County Commissioners of \_\_\_\_\_ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

**E.** A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

**Section V: Fee Schedule**

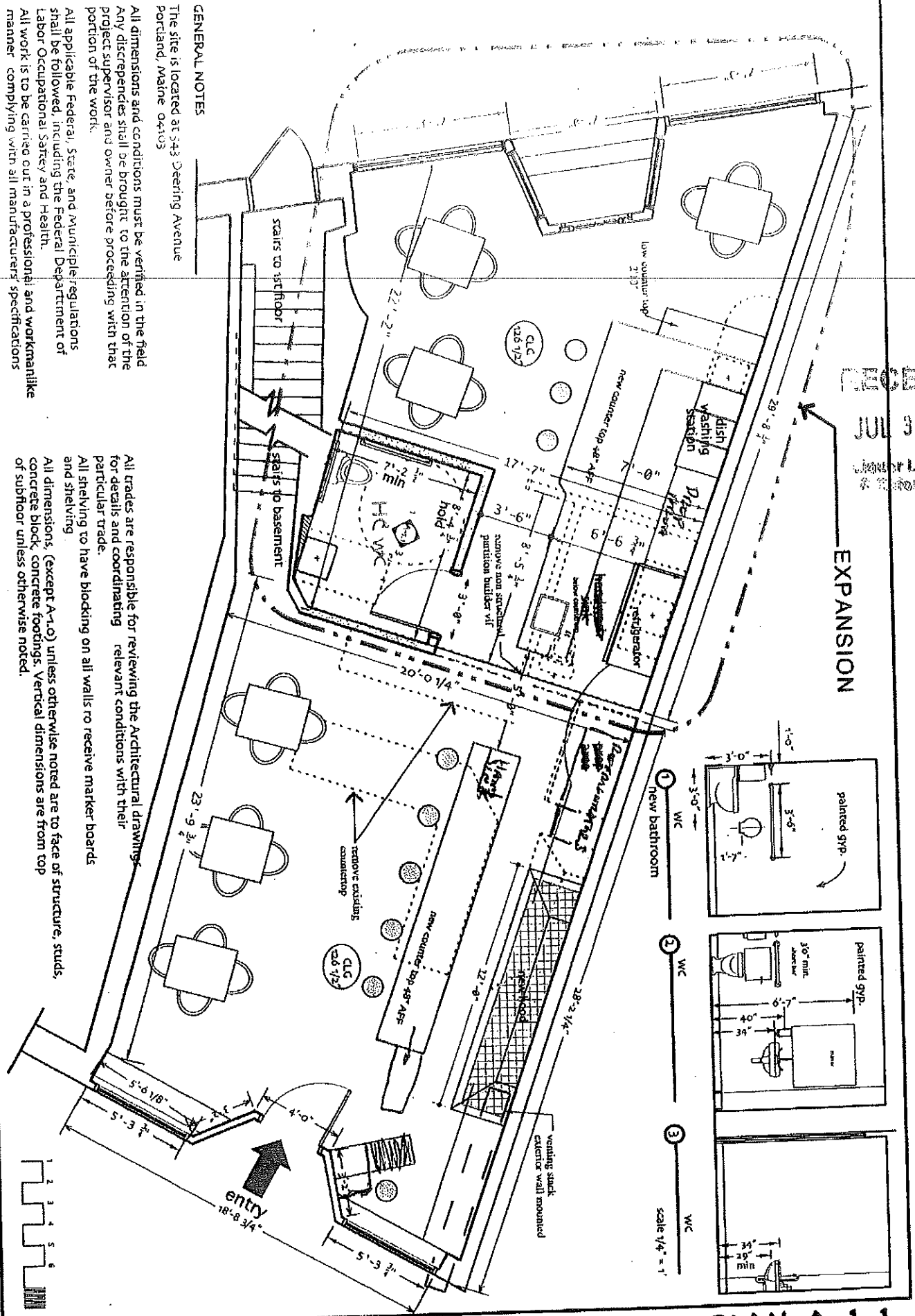
**Filing fee required.** In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

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

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

RECEIVED  
 JUL 31 2021  
 Water License  
 & Enforcement

EXPANSION



**GENERAL NOTES**  
 The site is located at 543 Deering Avenue Portland, Maine 04103  
 All dimensions and conditions must be verified in the field  
 Any discrepancies shall be brought to the attention of the project supervisor and owner before proceeding with that portion of the work.  
 All applicable Federal, State, and Municipal regulations shall be followed, including the Federal Department of Labor Occupational Safety and Health.  
 All work is to be carried out in a professional and workmanlike manner complying with all manufacturers' specifications

All trades are responsible for reviewing the Architectural drawings for details and coordinating relevant conditions with their particular trade.  
 All shelving to have blocking on all walls to receive marker boards.  
 All dimensions, (except A-1-0) unless otherwise noted are to face of structure, studs, concrete block, concrete footings. Vertical dimensions are from top of subfloor unless otherwise noted.

**PLAN A-1.1**  
 for permitting purposes

**GENERAL NOTES**

The site is located at 543 Deering Avenue  
Portland, Maine 04103

All dimensions and conditions must be verified in the field  
Any discrepancies shall be brought to the attention of the  
project supervisor and owner before proceeding with that  
portion of the work.

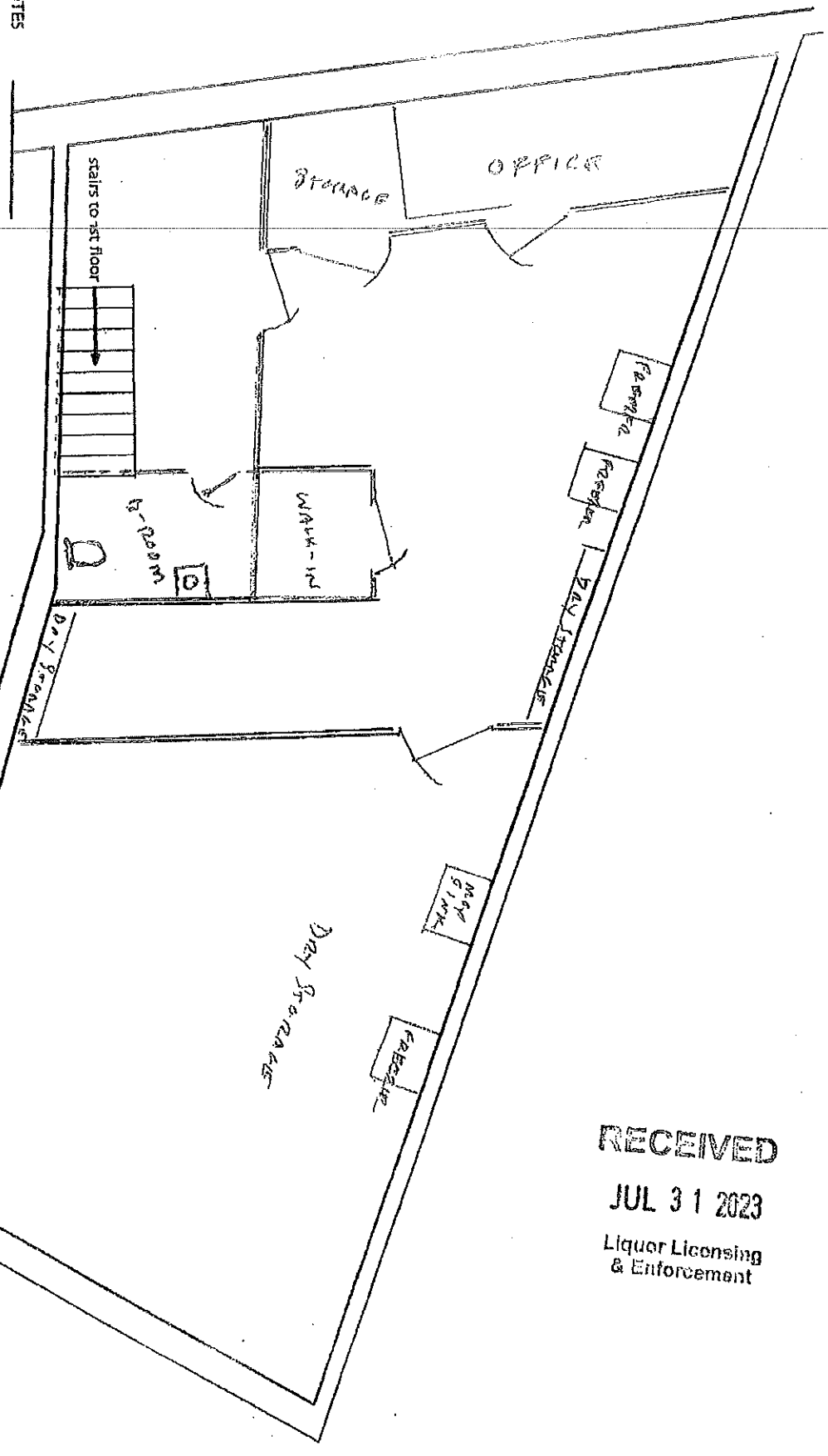
All applicable Federal, State, and Municipal regulations  
shall be followed, including the Federal Department of  
Labor Occupational Safety and Health.

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manner complying with all manufacturers' specifications

All trades are responsible for reviewing the Architectural drawings  
for details and coordinating relevant conditions with their  
particular trade.

All shelling to have blocking on all walls to receive marker boards  
and shelving

All dimensions (except A-1.0) unless otherwise noted are to face of structure, studs,  
concrete block, concrete footings. Vertical dimensions are from top  
of subfloor unless otherwise noted.



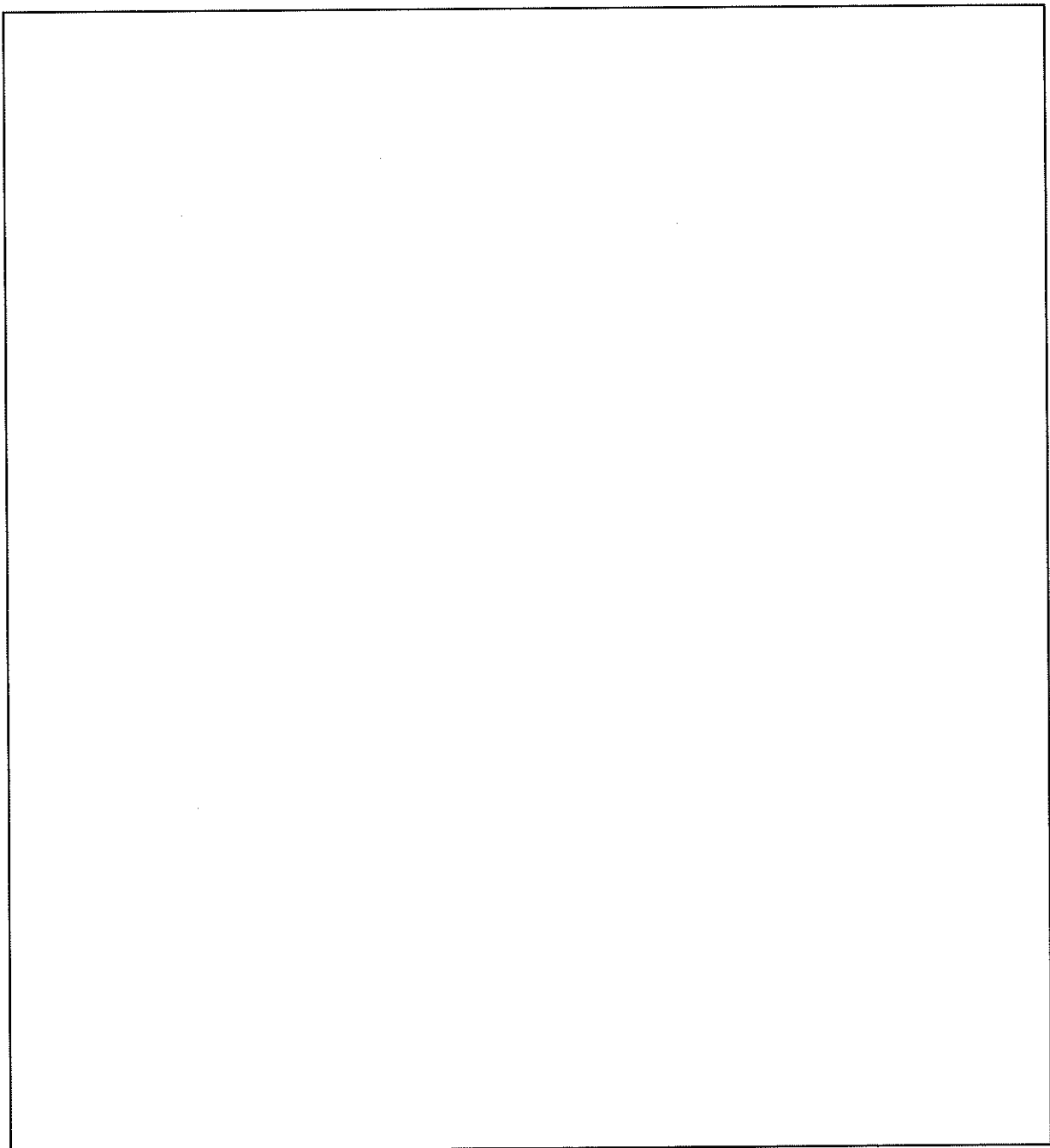
RECEIVED  
JUL 31 2023  
Liquor Licensing  
& Enforcement



**Section VI Premises Floor Plan**

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

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



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

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

*All Questions Must Be Answered Completely. Please print legibly.*

1. Exact legal name: \_\_\_\_\_
2. Doing Business As, if any: \_\_\_\_\_
3. Date of filing with Secretary of State: \_\_\_\_\_ State in which you are formed: \_\_\_\_\_
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
\_\_\_\_\_
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership

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

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** October 3, 2023

**SUBJECT:** Order 51-23/24 Granting Municipal Officers' Approval of Oxbow Brewing Company LLC, dba Oxbow Brewing Company. Application for extension of Class A Lounge with Outdoor Dining on Private Property at 49 Washington Avenue - Sponsored by Danielle P. West, City Manager

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

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading**

**Final  
Action**

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

**Does this item involve a new contract with the City: N/A**

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

**I. SUMMARY**

**II. AGENDA DESCRIPTION**

Application was filed on 9/19/23. New City and State applications. Expansion of premises of existing establishment. Establishment currently holds a Class A Lounge at current location.

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. 2023.10.16\_Oxbow Brewing Company

2. Oxbow Brewing\_Council Packet

Prepared by:

Date: 10/03/2023

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  
GRANTING MUNICIPAL OFFICERS'  
APPROVAL OF:

**Oxbow Brewing Company LLC, dba Oxbow Brewing Company. Application for extension of Class A Lounge with Outdoor Dining on Private Property at 49 Washington Avenue**



*Oxbow Brewing Company*

274 JONES WOODS RD  
NEWCASTLE, ME 04553

*An American Farmhouse Brewery*

WWW.OXBOWBEER.COM  
207.315.5962

Subject: Letter of Intent for Liquor License Extension of Premise

Council Members,

I am writing to formally request an extension of premises for our existing liquor license under the jurisdiction of the City of Portland.

Oxbow Brewing Co., located at 49 Washington Ave has been operating successfully as a licensed establishment in Portland for 10 years. We have taken pride in serving our community and providing a safe and enjoyable environment for our patrons.

The purpose of this letter is to request an extension of our current liquor license to include the following additional premises located at 51 Washington Ave. We believe that this extension of premises will benefit our patrons by providing them with a more comfortable and spacious environment, as well as enhancing our ability to host special events and gatherings. We are committed to maintaining the same high standards of service, security, and alcohol control in the extended premises as we do in our existing establishment.

We have reviewed and will continue to adhere to all applicable state and local regulations regarding liquor licenses and their extensions. We understand the responsibilities and obligations associated with an extension of premises, including the need to maintain public safety and order.

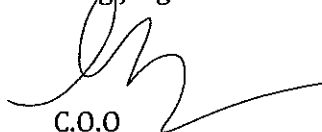
We kindly request that you consider our application for an extension of premises favorably. We believe that this expansion will not only benefit our business but also contribute positively to the local economy and community by creating more job opportunities and providing a safe and enjoyable space for residents and visitors.

If you require any additional information or have any questions, please do not hesitate to contact me at [greg@oxbowbeer.com](mailto:greg@oxbowbeer.com)

Thank you for your time and consideration. We look forward to your favorable response to our request for an extension of our liquor license premises. We are committed to working closely with the City of Portland to ensure that our business continues to operate in compliance with all relevant laws and regulations.

Sincerely,

Greg Jasgur



C.O.O



**CITY OF PORTLAND**  
Permitting and Inspections Department

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

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

<input checked="" type="checkbox"/> Outdoor Dining on Private Property \$125.00	<input checked="" type="checkbox"/> Legal Advertisement Deposit \$100.00
---	--

<b>Business Information</b>			
Business Name (d/b/a):	Oxbow Brewing Co.	Phone:	(207) 350-0025
Location Address:	49 Washington Ave, Portland ME	Zip:	04101
Mailing Address:	49 Washington Ave Portland ME	Zip:	04101
Contact Person:	Greg Jasgur	Phone:	(202) 321-7570
Contact Person Email:	Greg@oxbowbeer.com		
Manager of Establishment:	Josh Fernands	Date of Birth: 12/18/1984	Phone: (202) 716-9727
Owner of Premises (Landlord):	Jake Edwards		
Address of Premises Owner:	75 Washington Ave Suite 2H Portland, ME 04101	Zip:	04101

**Owner Information**

<b>Corporate Name</b>		<b>Corporate Mailing Address</b>	
Oxbow Brewing, Co. LLC		PO Box 599 Newcastle ME	Zip: 04553
Contact Person:	Greg Jasgur	Phone:	(202) 321-7570
<b>Principal Officers</b>	<b>Title</b>	<b>Date of Birth</b>	<b>Residence Address</b>
Tim Adams	President	01/17/1983	38 Howard St. Portland ME 04101
Greg Jasgur	C.O.O	05/17/1982	166 Summit St Portland ME 04103
Matt Delamater	C.F.O	02/05/1981	535 S Bridgton Rd, Bridgton ME 04009



**CITY OF PORTLAND**  
Permitting and Inspections Department

Class of License:	Class A Lounge
Type of food served:	Sandwiches
Please circle all that will be served:	Beer Wine Liqueur
Hours & days of operation:	Tuesday - Saturday 12-8pm
Number of Tables	8
Number of Chairs	64

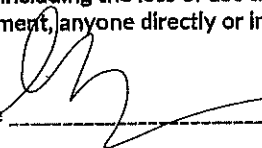
**Design and Construction**

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

**Maintenance and Operations**

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

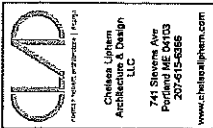
I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by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

Signature  Title C.O.O Date 09/22/23

**For Administrative Use Only**

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

# OXBOW Brewing - LIC # 596a Class A Lounge



Chiles Light Architecture & Design LLC  
741 Stevens Ave  
Portland, OR 97203  
503.227.6158  
www.chileslight.com

51 WASHINGTON  
TENANT FIT UP -  
OXBOW -  
HARDWARE

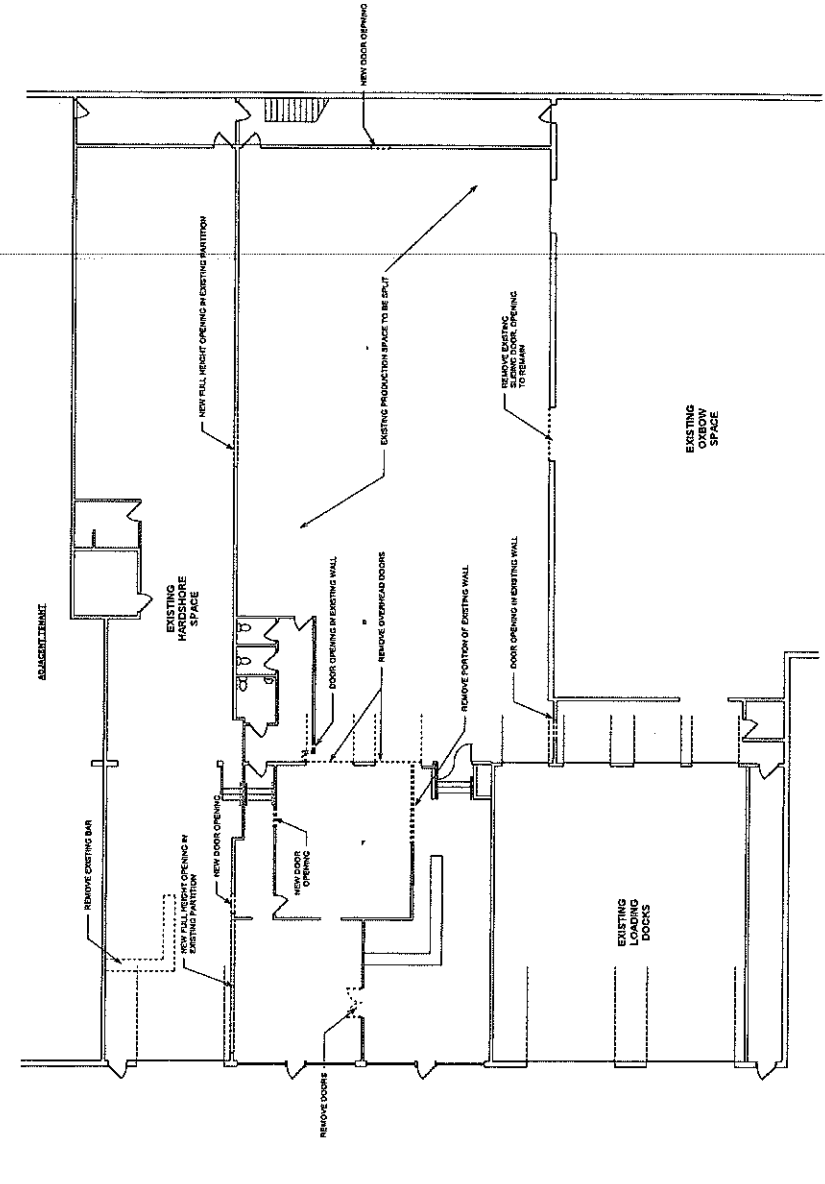
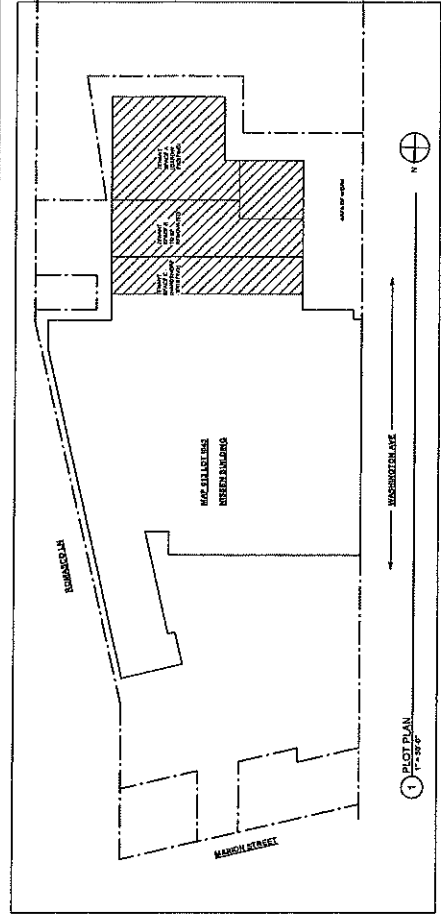
DWG NO.	2143
JOB NO.	2143
DRWN. CHK.	CL
SCALE:	As Indicated
ISSUE	2/22/23
TITLE	PLOT PLAN, DEMO PLANS
SHEET	A0

## INTERIOR FIT UP 51 WASHINGTON

SHEET NUMBER	SHEET NAME
ARCHITECTURAL	ARCHITECTURAL
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
PLUMBING	PLUMBING
PAINT	PAINT

NUMBER COUNTS:  
Interior Lighting and Ceiling Plan  
Chiles Light Architecture and Design LLC  
741 Stevens Ave  
Portland, OR 97203

SCOPE OF WORK:  
INTERIOR DEMO AND RECONSTRUCTION TO EXISTING TENANT SPACES, TENANT SPACE  
RENOVATION TO EXISTING TENANT SPACES, TENANT SPACE RECONSTRUCTION TO EXISTING  
TENANT SPACES AS INDICATED ON THE PLANS.



- PROJECT GENERAL NOTES**
  - THESE GENERAL NOTES ARE INTENDED TO COMPLEMENT THE CONTRACT DOCUMENTS. REFER TO THE CONTRACT DOCUMENTS FOR DETAILED INFORMATION AND ADDITIONAL REQUIREMENTS.
  - ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE INTERNATIONAL BUILDING CODE (IBC), NATIONAL ELECTRICAL CODE (NEC), AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
  - THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AND UTILITIES AT ALL TIMES.
  - ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
  - ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  - ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
  - ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED QUALITY STANDARDS.
  - ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SAFETY STANDARDS.
  - ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ENVIRONMENTAL STANDARDS.
- GENERAL OBSERVATION AND REMEDIATION**
  - THE CONTRACTOR SHALL CONDUCT A VISUAL INSPECTION OF THE EXISTING CONDITIONS PRIOR TO THE START OF WORK.
  - THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY.
  - THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL WORK PERFORMED.
  - THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AND UTILITIES AT ALL TIMES.
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# OXBOW Brewing - LLC # 5962 Class A Lounge

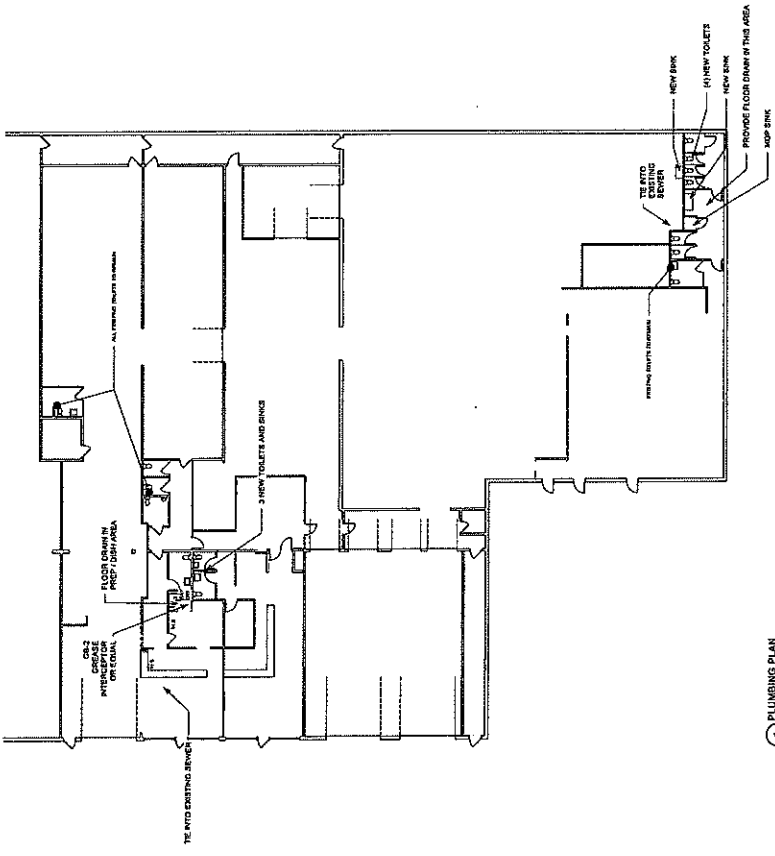
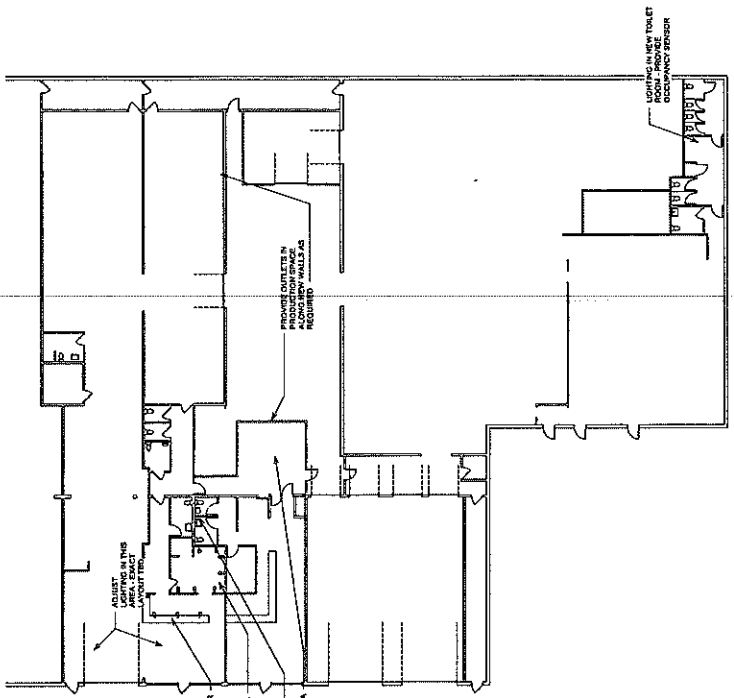
**CAD**  
 Chelsea Upham  
 Architecture & Design  
 LLC  
 741 Stevens Ave  
 Portland, ME 04103  
 207-615-5359  
 www.chelseiupham.com

51 WASHINGTON  
 TENANT FIT UP -  
 OXBOW -  
 HARDSHORE

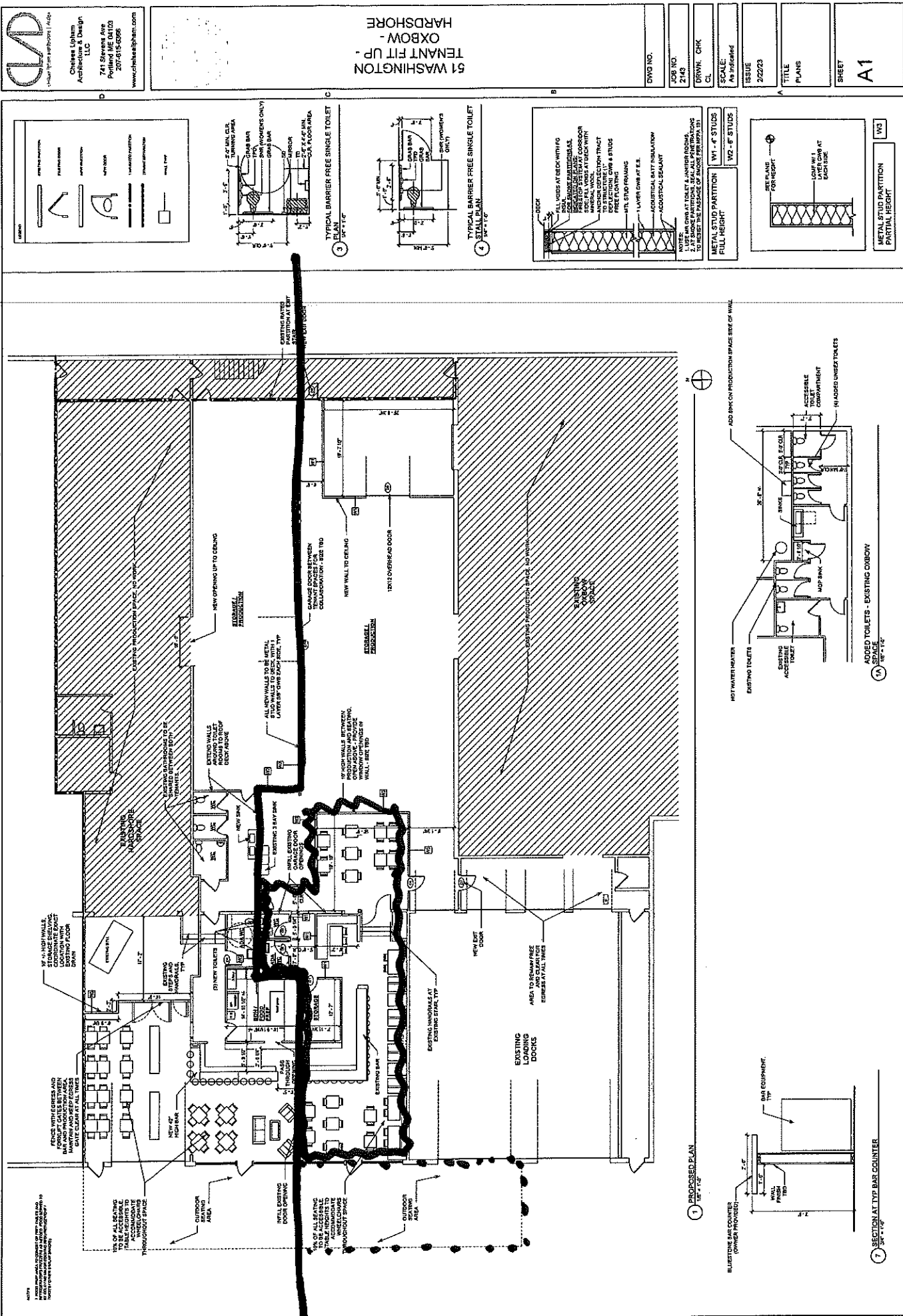
DWG NO.  
 JOB NO. 2143  
 DRAWN: CHR  
 CL  
 SCALE: 1/8" = 1'-0"  
 ISSUE 2/22/23

TITLE  
 PLUMBING /  
 ELECTRICAL  
 PLANS

SHEET  
 A2



# OXBOW Brewing- LLC # 5962 Class A Lounge

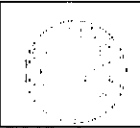


**CHESS LIGHTAM ARCHITECTURE & DESIGN LLC**  
 741 Stevens Ave  
 Portland, OR 97214  
 503.515.6298  
 www.chesslightam.com

51 WASHINGTON TENANT FIT UP - OXBOW - HARDSHORE		DWG NO.	2143
		JOB NO.	CL
		DATE	2/22/23
		TITLE	PLANS
		SHEET	A1

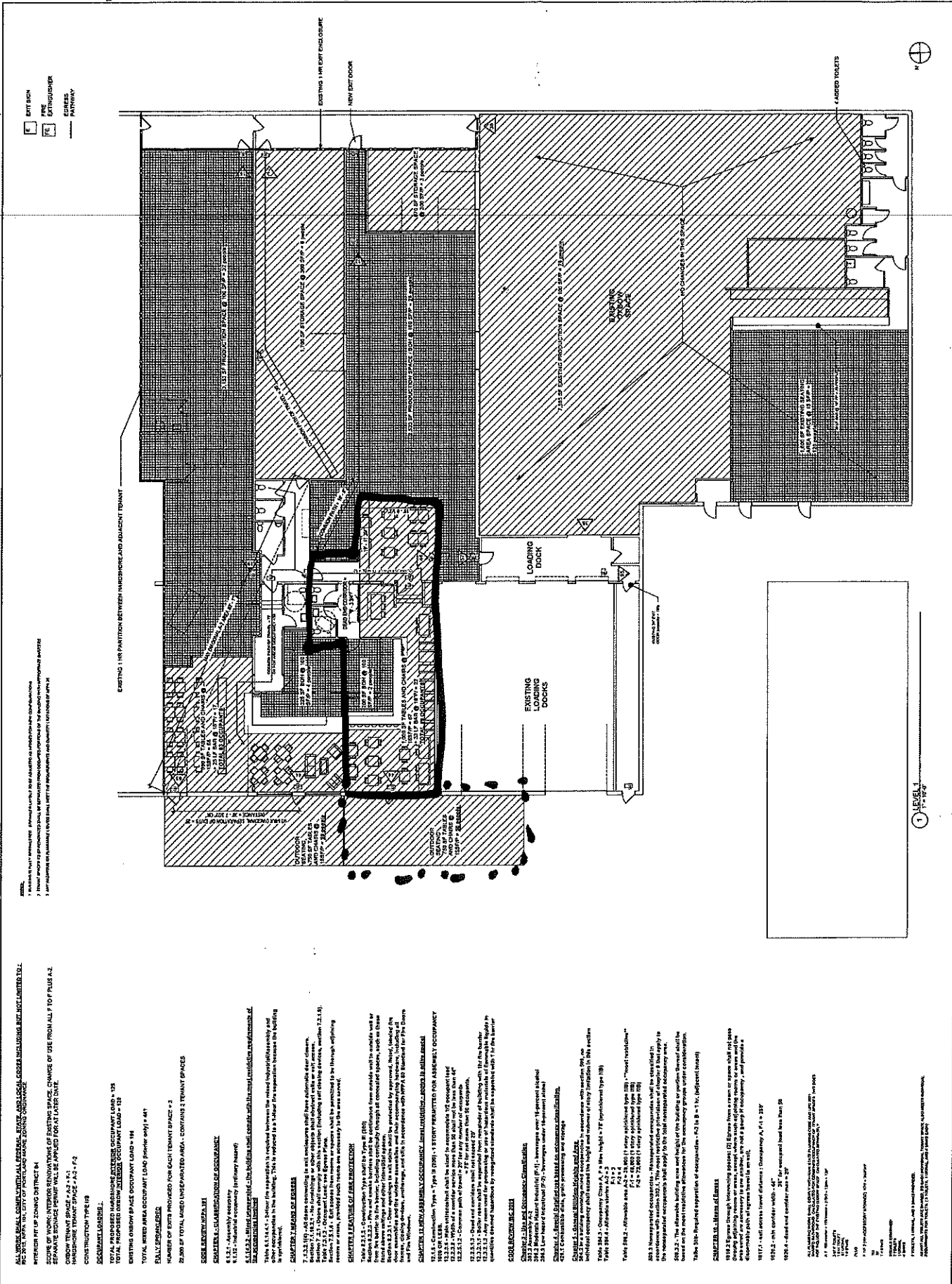
# Oxbow Brewing - LIC # 9962 Class A Large

**CD**  
Chelsea Uplham  
Architecture & Design  
LLC  
741 Stevens Ave  
Portland, ME 04103  
202-615-6289  
www.chelseaupham.com



51 WASHINGTON  
TENANT FIT UP -  
OXBOW -  
HARDSHORE

DWG NO.	100
JOB NO.	2143
DRAWN	CHK
CL	
SCALE	As Indicated
ISSUE	2/2/23
TITLE	CODE PLANS
SHEET	A001



1. ALL WORK SHALL BE IN ACCORDANCE WITH THE MAINE BUILDING CODE, AS AMENDED, AND ALL LOCAL ORDINANCES INCLUDING BUT NOT LIMITED TO:  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND ZONING ORDINANCE, AS AMENDED.  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND PLANNING AND DEVELOPMENT DEPARTMENT'S DESIGN STANDARDS.  
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND PLANNING AND DEVELOPMENT DEPARTMENT'S DESIGN STANDARDS.  
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND PLANNING AND DEVELOPMENT DEPARTMENT'S DESIGN STANDARDS.

SECTION 7.01 - GENERAL NOTES  
 7.01.1 - ALL WORK SHALL BE IN ACCORDANCE WITH THE MAINE BUILDING CODE, AS AMENDED, AND ALL LOCAL ORDINANCES INCLUDING BUT NOT LIMITED TO:  
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SECTION 7.02 - GENERAL NOTES  
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SECTION 7.03 - GENERAL NOTES  
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SECTION 7.06 - GENERAL NOTES  
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SECTION 7.07 - GENERAL NOTES  
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SECTION 7.08 - GENERAL NOTES  
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Zachary Lenhart <zlenhart@portlandmaine.gov>

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## Oxbow Brewing - 49 Washington - Extension of Premise

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Zoning <zoning@portlandmaine.gov>

Wed, Sep 27, 2023 at 1:38 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer

<ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <ericn@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Good Morning,

The legal use for their space at 49 Washington AVE, CBL: 013 I043 is low-impact industrial, warehouse, retail and bar. Zoning approves.

Thank you,

Mac

Mac Coldwell

City of Portland  
Zoning Specialist  
Permitting & Inspections Department  
389 Congress ST, Room #315  
Email: [mcoldwell@portlandmaine.gov](mailto:mcoldwell@portlandmaine.gov)  
he/him

[Quoted text hidden]



Zachary Lenhart <zlenhart@portlandmaine.gov>

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## Oxbow Brewing - 49 Washington - Extension of Premise

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Eric Nevins <ericn@portlandmaine.gov>

Sat, Sep 23, 2023 at 5:55 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

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

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Approved

On Fri, Sep 22, 2023 at 4:10 PM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:

[Quoted text hidden]

--

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

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



October 11, 2023

Oxbow Brewing Company LLC  
49 Washington Avenue  
Portland, ME 04101

Re: Oxbow Brewing Company LLC, dba Oxbow Brewing Company. Application for extension of Class A Lounge with Outdoor Dining on Public Property at 49 Washington Avenue

Dear Oxbow Brewing Company LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 16, 2023 at 5:00 p.m., for the review of application for extension of Class A Lounge with Outdoor Dining on Public Property at 49 Washington Avenue. The meeting will take place in person.

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

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

Sincerely,

Zachary J. Lenhert  
Licensing and Housing Safety Manager

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)

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ORDER  
GRANTING MUNICIPAL OFFICERS'  
APPROVAL OF:

**Oxbow Brewing Company LLC, dba Oxbow Brewing Company. Application for extension  
of Class A Lounge with Outdoor Dining on Public Property at 49 Washington Avenue**

## **Legal Advertisement**

### **Notice of Public Hearing City of Portland**

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A Public Hearing will be held on October 16, 2023 at 5:00 P.M., Oxbow Brewing Company LLC, dba Oxbow Brewing Company. Application for extension of Class A Lounge with Outdoor Dining on Public Property at 49 Washington Avenue - Sponsored by Danielle P. West, City Manager

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



**Request for Extension of License Privileges for an On-Premises Establishment**

**Section I: Licensee Information:**

Legal Business Entity Licensee Name (corporation, LLC): Oxbow Brewing Company LLC	Business Name (D/B/A): Oxbow Brewing Co.
Individual or Sole Proprietor Licensee Name(s):	Physical Location: 49 Washington Ave Portland ME 04101
License Number: CAL-2015-8394B	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: Greg@oxbowbeer.com
Telephone #                      Fax #: 207-350-0025	Business Telephone #              Fax #:

**Section II: Extension of Privileges Information:**

1. Name, Address, and Contact Information of Property Owner (if property is rented or leased, please provide a copy of rental/lease agreement):

Name: Jake Edwards, DAYTON 59 LLC

Complete mailing address: 75 Washington Ave Suite 2H

Portland ME, 04101

Telephone/Mobile Number: (207) 200-7292

Email Address: jake@daytonpg.com

2. Type of Extension of Privileges: (check only one)

- a. Temporary        Inside        Outside
- b. Permanent        Inside        Outside

continue to next page


3. Start Date: \_\_\_\_\_ End Date (if applicable): \_\_\_\_\_
4. Will dancing be permitted in this area? Yes  No
- a. If yes, does the establishment have a dance license? Yes  No
- b. If yes, please provide a copy of the license from the State's Fire Marshall's Office
5. Will there be live entertainment in this area? Yes  No
6. Reason for this request: We have signed a lease with the space located next door to our existing space and are looking to combine the spaces

**Section III: Signature of Licensee**

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

Please sign and date in blue ink.

Dated: September 15, 2023

  
 \_\_\_\_\_  
 Signature of Licensee or Duly Authorized Person

Greg Jasgur  
 \_\_\_\_\_  
 Printed Name of Licensee or Duly Authorized Person

Submit completed forms to: Bureau of Alcoholic Beverages and Lottery Operations  
 Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008  
 Courier delivery: 19 Union Street, 3rd floor, Suite 301-B,  
 Augusta, ME 04330

(continue to next page)

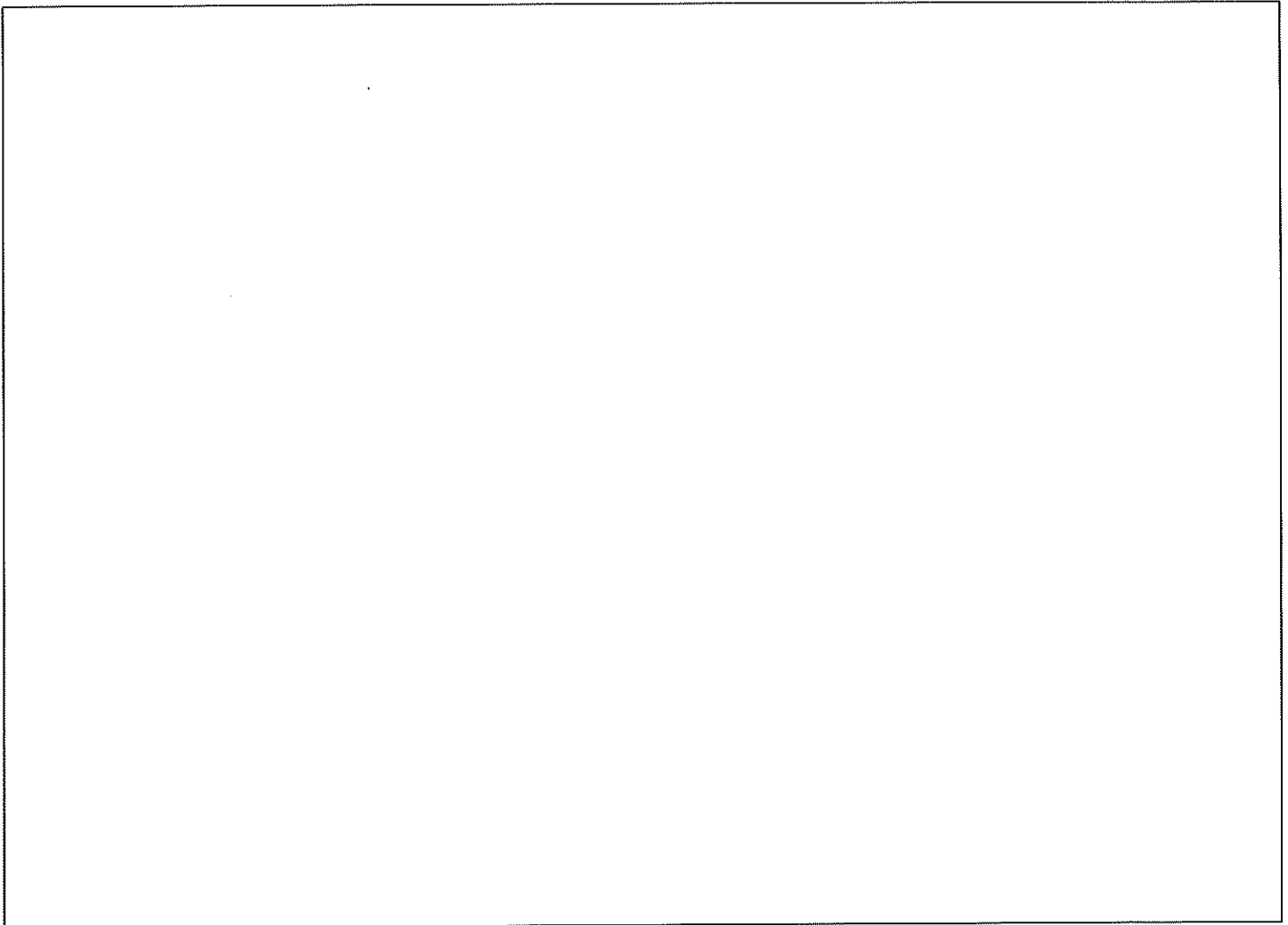


## Diagram for Extension of Privileges Area

**The following restrictions apply to outdoor extension of privileges:**

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the extension area of premises who would be able to control and monitor the area.

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your where consumption will occur including methods of monitoring and containment of the area(s).

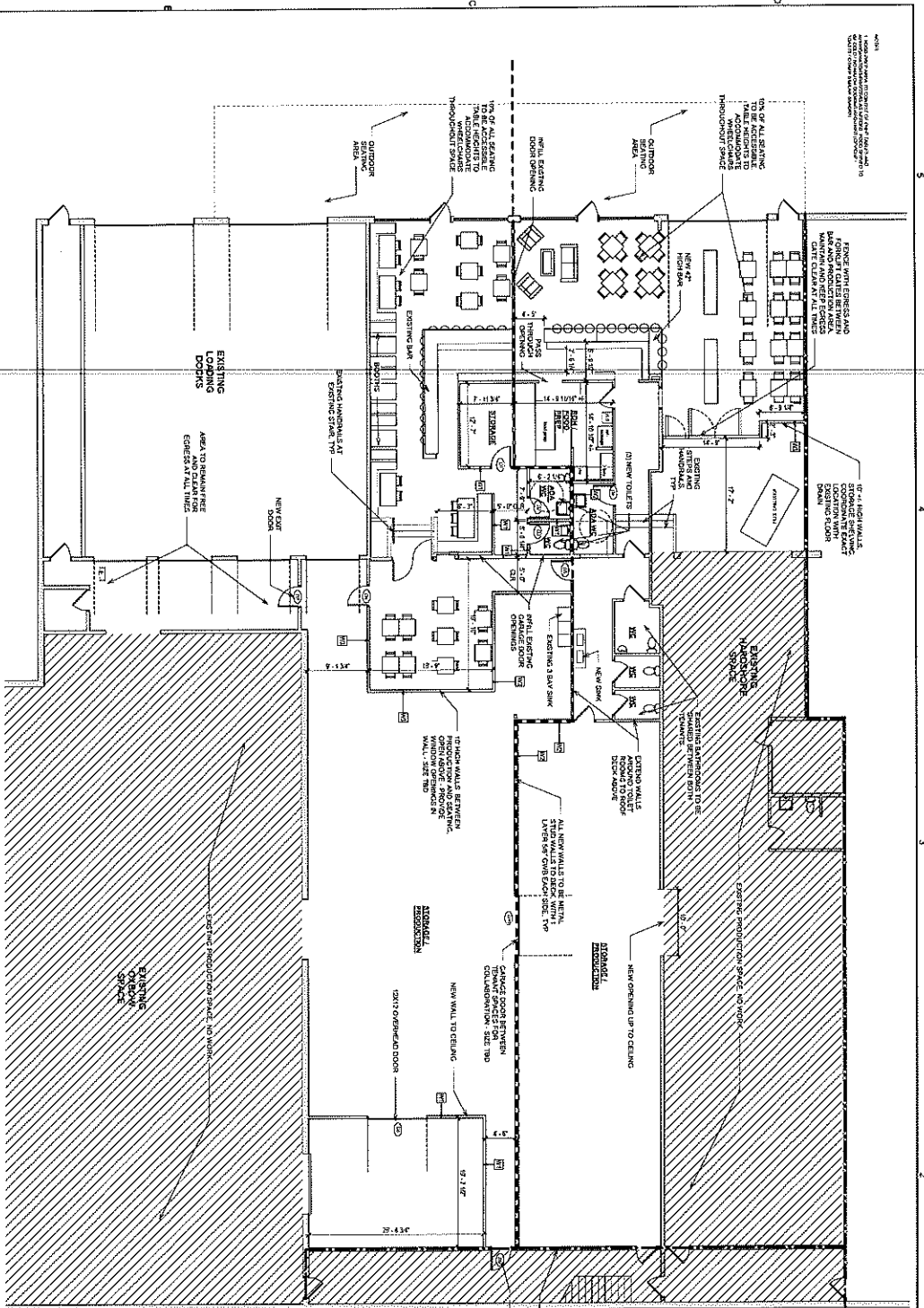


**For Office Use Only:**

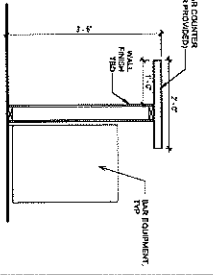
Date Filed: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Issued By: \_\_\_\_\_

Approved       Not Approved

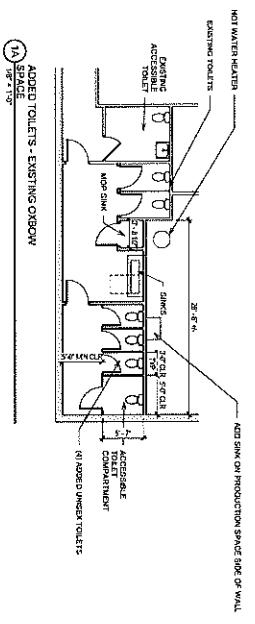
NOTES:  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL PLUMBING CODE (IPC).  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ELECTRICAL CODE (IEC) AND THE 2018 INTERNATIONAL FIRE CODE (IFC).  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CODE (IMC).  
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC).



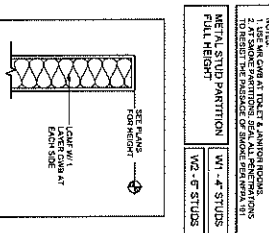
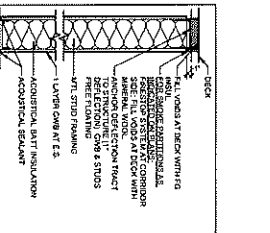
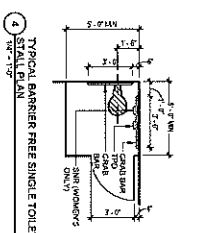
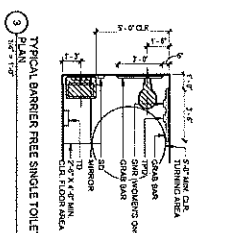
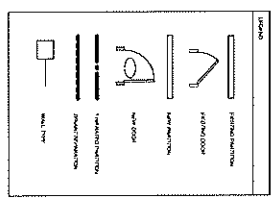
1 PROPOSED PLAN  
 1/8" = 1'-0"



7 SECTION AT TYPICAL BAR COUNTER  
 1/8" = 1'-0"



11 ADDED TOILETS - EXISTING OXBOW  
 1/8" = 1'-0"



51 WASHINGTON  
 TENANT FIT UP -  
 OXBOW -  
 HARDSHORE

51 WASHINGTON  
 TENANT FIT UP -  
 OXBOW -  
 HARDSHORE

ISSUE	22223
SCALE:	AS INDICATED
DATE:	2/14/23
DRWN:	CHK
APP'D:	2/14/23
DWG NO:	
SHEET:	A1

Checked by: [Signature]  
 Approved by: [Signature]  
 244 Spring Ave  
 Portland, ME 04103  
 207-615-8585  
 www.davidshapiro.com



Chelsea Lipham  
Architects & Design  
135  
745 Street Ave  
Plymouth, MA  
207-875-6888  
www.chelsialipham.com

51 WASHINGTON  
TENANT FIT UP -  
OXBOW -  
HARDSHORE  
Page 96

DWG NO.  
2143

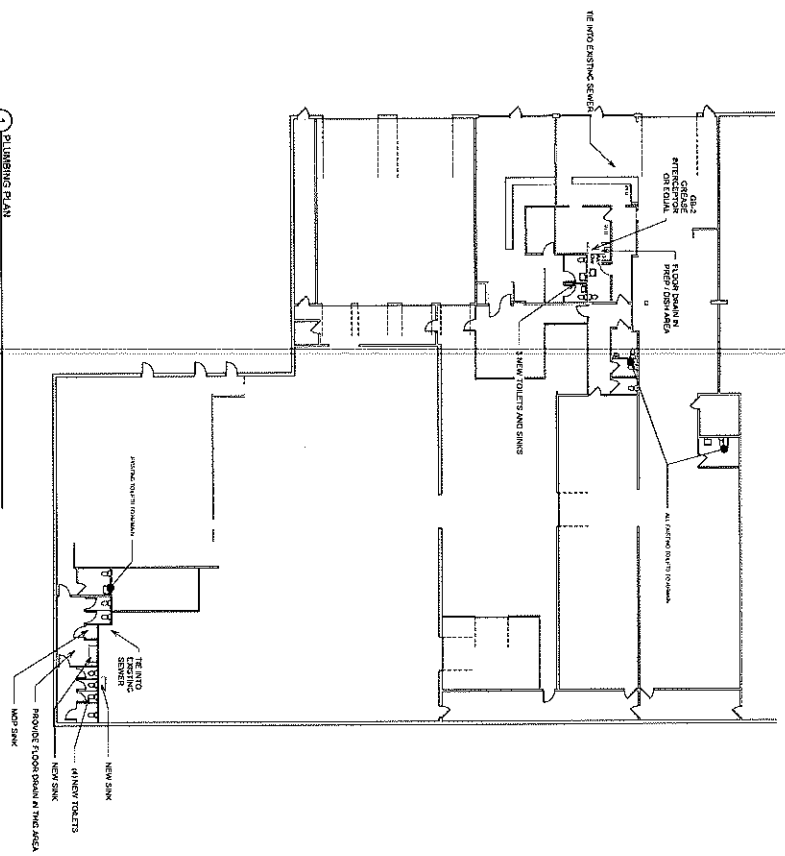
DRWN, CHK  
CL

SCALE  
1/8" = 1'-0"

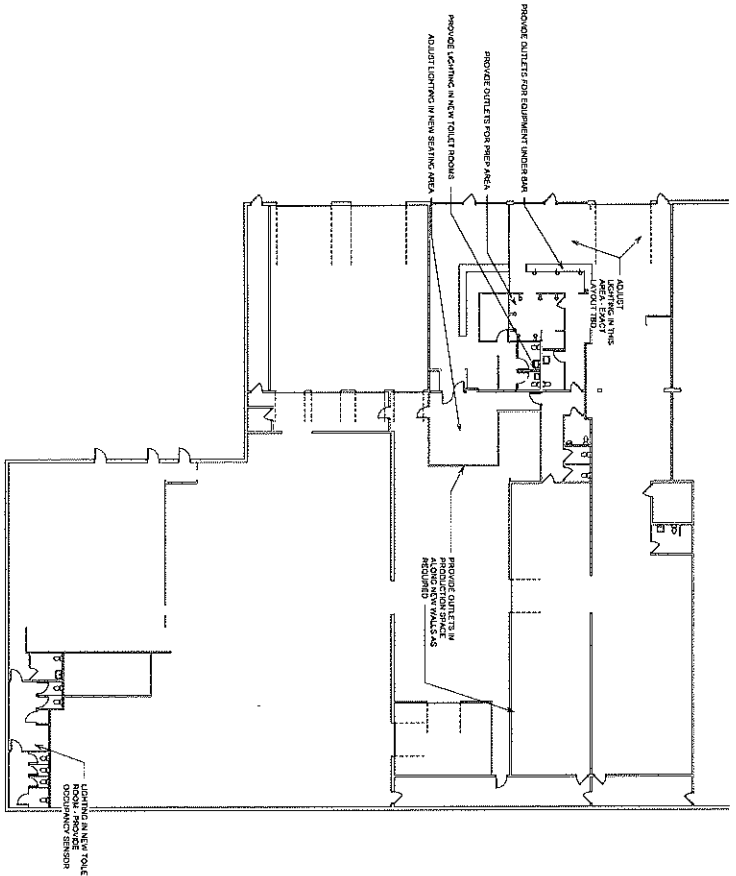
ISSUE  
2/22/23

TITLE  
PLUMBING/  
ELECTRICAL  
PLANS  
SHEET  
A2

1 PLUMBING PLAN  
1/8" = 1'-0"



2 ELECTRICAL PLAN  
1/8" = 1'-0"



**ALL WORK SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL CODES INCLUDING BUT NOT LIMITED TO:**  
 9.02.01.01 CITY OF PORTLAND GENERAL ORDINANCE  
 SECTION 10.02 ZONING DISTRICT 04  
 SECTION 10.03 ZONING DISTRICT 05  
 ORDINARY TENANT SPACE 4.4.2 + 4.2  
 HARDWARE TENANT SPACE 4.4.2 + 4.2  
 CONSTRUCTION TYPE III  
**RESIDENTIAL LOADING:**  
 TOTAL PROPOSED HARDWARE TENANT OCCUPANT LOAD = 155  
 TOTAL PROPOSED ORDINARY TENANT OCCUPANT LOAD = 58  
 EXISTING OVERLY SPACE OCCUPANT LOAD = 191  
 TOTAL MAXIMUM OCCUPANT LOAD (SEEWER ONLY) = 441

**EXISTS SHOWN:**  
 NUMBER OF STOPS PROPOSED FOR EACH TENANT SPACE: 3  
 2000 SF TOTAL HARDWARE TENANT SPACE - COMPARED TO TENANT SPACES  
**CODES REFERRED TO:**  
**CONSTRUCTION TYPE III**  
**CONCRETE AND MASONRY**  
 6.1.1.1 - Assembly occupancy (previous tenant)  
 6.1.1.2 - Storage occupancy (previous tenant)  
 6.1.1.3 - Other occupancy (previous tenant)  
 6.1.1.4.1 - Other occupancy (previous tenant)  
 6.1.1.4.2 - Other occupancy (previous tenant)

**CONCRETE AND MASONRY**  
 6.1.1.1 - Assembly occupancy (previous tenant)  
 6.1.1.2 - Storage occupancy (previous tenant)  
 6.1.1.3 - Other occupancy (previous tenant)  
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 6.1.1.4.2 - Other occupancy (previous tenant)

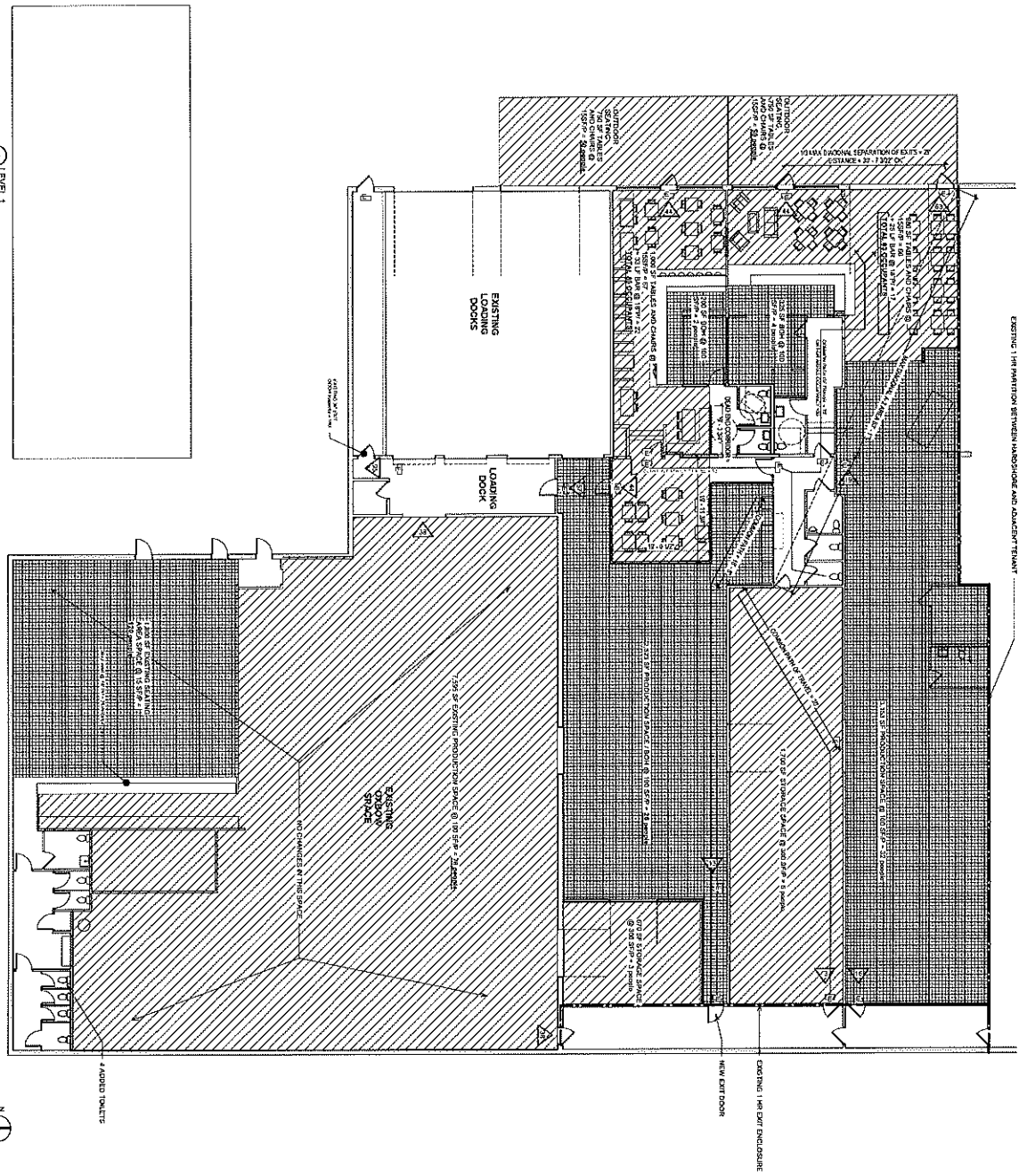
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 6.1.1.4.1 - Other occupancy (previous tenant)  
 6.1.1.4.2 - Other occupancy (previous tenant)

**EXISTING 1st FLOOR PARTITION BETWEEN HARDWARE AND ADJACENT TENANT**



**51 WASHINGTON TENANT FIT UP - OXBOW - HARDSHORE**  
 Page 9

**CHINA URBAN ARCHITECTURE & DESIGN**  
 747 STEVENSON AVE  
 PORTLAND, OR 97202  
 503.475.8888  
 www.chinaurban.com

**DATE:** 11/11/2014  
**TIME:** 10:00 AM  
**PROJECT:** 51 WASHINGTON TENANT FIT UP - OXBOW - HARDSHORE  
**SHEET:** A001

**SCALE:** AS INDICATED  
**ISSUE:** 202203

**TITLE:** CODE PLANS  
**DATE:** 11/11/2014

**DESIGN NO:** 2143  
**DATE:** 11/11/2014

**DATE:** 11/11/2014

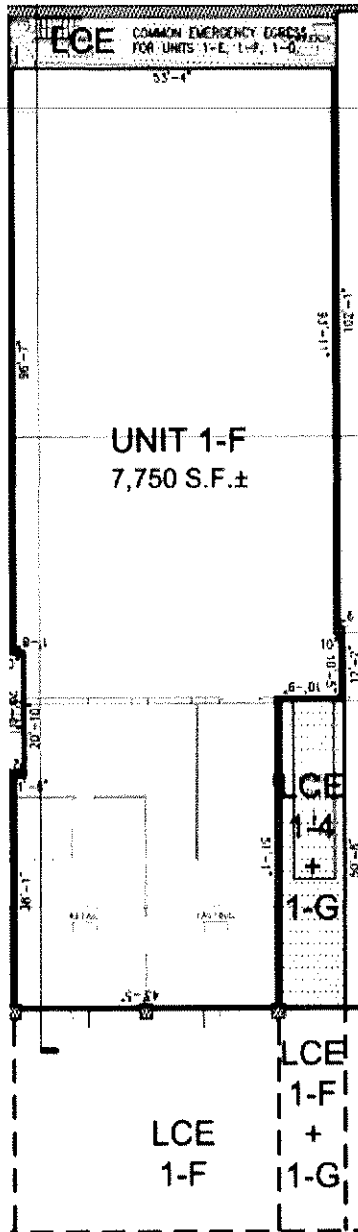
**DATE:** 11/11/2014

**DATE:** 11/11/2014



EXHIBIT B-1

[Additional Premises]



**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** October 3, 2023

**SUBJECT:** Order 52-23/24 Granting Municipal Officers' Approval of Will & Girl LLC, dba Thistle and Grouse. Application for Class XI Restaurant/Lounge at 10 Cotton Street - Sponsored by Danielle P. West, City Manager

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

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading**

**Final  
Action**

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

**Does this item involve a new contract with the City: N/A**

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

**I. SUMMARY**

**II. AGENDA DESCRIPTION**

Application was filed on 9/26/23. New City and State applications. Location was previously Rivalries.

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. 2023.10.16\_Thistle and Grouse
2. Thistle and Grouse\_Council Packet

Prepared by:  
Date: 10/03/2023

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  
GRANTING MUNICIPAL OFFICERS'  
APPROVAL OF:

**Will & Girl LLC, dba Thistle and Grouse. Application for Class XI Restaurant/Lounge at  
10 Cotton Street**

September 11, 2023

To Ms. Kate Snyder and Members of the City Council of Portland,

Please know that it is our intent to operate a full-service restaurant, located at 10 Cotton Street in the City of Portland, Maine, zip code 04101. The restaurant will be called Thistle & Grouse.

The restaurant will be a Scottish-inspired gastropub, using Portland's fine local purveyors to craft dishes inspired by our travels to Scotland. The bar will focus on a craft selection of gins and scotches, as well as a full selection of liquor, local beers, hand-crafted cocktails and wines. The renovations that are currently underway will yield a large new bar as the centerpiece of the restaurant, with a library/study style design, open kitchen, raw bar and 90+ seats in both the upstairs and downstairs dining rooms.

Kimberly Kraus is the Owner and Managing Partner, and has 4+ years of restaurant management experience as the Owner/Operator of Salt & Steel in Bar Harbor, Maine. Kimberly's role for Thistle & Grouse will be primarily back office, though she'll join the front-of-house staff when needed.

Chef Bobby Will has 20+ years of experience as a cook and Chef in various restaurants throughout the East Coast. After graduating from the prestigious Culinary Institute of America in 2007, Chef Bobby worked for celebrated Chefs such as Jean-Georges, Ken Oringer, Jamie Bissonette, Andy Husbans and more before taking on the role of Head Chef of the Atlantic Inn on Block Island as well as Fathom Restaurant in Bar Harbor. He found his way to Saltaire Oyster Bar in Port Chester, NY in the spring of 2015, where upon opening he earned a coveted "Excellent" rating from the New York Times. After helming Salt & Steel for the past 4+ years as the Owner and Chef/Operator, Chef Bobby is ready to let his Scottish heritage and travels inspire him at Thistle & Grouse.

Julia McInnis comes to the team with over 15+ years of hospitality experience ranging from management to bartending to serving, and everything in between. Before joining the team at Salt & Steel this May 2023, Julia has worked for fine dining establishments such as Barbara Lynch's Menton and Boston's Zuma, as well as fast-paced seasonal ventures like Stewman's Lobster Pound in Bar Harbor, Maine. Her extensive knowledge as General Manager will be the backbone of Thistle & Grouse.

Our craft bar program will be helmed by our long-standing Mixologist Corey Schallek, who has partnered with the Salt & Steel team since 2020. After completing a certification for bartending in 2008, Corey has been working at various fine dining restaurants and cocktail bars from Maine to Florida, lending his extensive knowledge of spirits and wine to the recipes he creates. Before

joining the Salt & Steel team, Corey has run the bar programs for Zuma and Etaru, as well as assisted in opening bars for Zuma and The Four Seasons in Boston. Corey has instructed others on proper bartending skills via Drink Masters Bartending School in Boston, and runs his own business teaching others about how to make their own cocktail creations.

We are incredibly excited to join the Portland restaurant community and show everyone what we've got! Please don't hesitate to reach out, should you have any questions or concerns, and we'll be glad to advise further.

---

Thank you,



Kimberly Kraus

General Manager, Salt & Steel

Managing Partner, Thistle & Grouse

5659-2023

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

<b>Business Information</b>	
Establishment Name (d/b/a):	Thistle & Grouse <del>(Will &amp; Grit LLC)</del> Phone: 201 315 3609
Location Address:	10 Cotton Street Portland ME 04101 Zip:
If new, what was formerly at this location:	Rivalries
Mailing Address:	10 Cotton Street Portland Maine 04101 Zip: 321 Main Street Bar Harbor ME 04609
Contact Person:	Kimberly Kraws 201 315-3609 Phone:
Contact Person Email:	gm@saltandsteelbh.com
Manager of Establishment:	Kimberly Kraws Date of Birth: 07/30/84 Phone:
Owner of Premises (Landlord):	MEMIC: Maine Employers Mutual Ins Co
Address of Premises Owner (Landlord):	261 Commercial St Portland Maine 04101 Zip:

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

Name of Owner(s)	Date of Birth	Residence Address

<b>Corporate Name</b>	<b>Corporate Mailing Address</b>
Will & Grit LLC	321 Main Street Bar Harbor ME Zip: 04609

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

Contact Person:	Kimberly Kraws	Phone:	201 315 3609
<b>Principal Officers</b>	<b>Title</b>	<b>Date of Birth</b>	<b>Residence Address</b>
Kimberly Kraws	Owner	07/30/84	156 York St Portland ME 04101
Robert Will	Owner	08/22/84	" "
Class of Liquor License:	CLASS XI Restaurant/Lounge		

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

bl@portlandmaine.gov • www.portlandmaine.gov

**CITY OF PORTLAND**  
Permitting and Inspections Department

Type of food served:	Scottish Inspired Gastro Pub	
Please circle all that will be served:	Beer Wine Liquor	
Projected percentage of sales:	Generated from Food: 60%	Generated from Alcohol: 40%
Hours & days of operation:	Tues - Sun 4 - 11 pm (possible later expansion)	
<b>QUESTIONS</b>		Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?		Y
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		Y
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		Y
Will you permit dancing after 1:00 a.m.?		Y
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		Y
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?		Y
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date? Mid-November 2023		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		Y
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?		Y
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?		Y
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		Y
If Yes, please explain:		

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

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

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

Signature [Signature] Title Owner/Managing Partner Date 09/11/23



# THISTLE & GROUSE

FINE FOODS - CRAFT BEER - COCKTAILS

## Raw Bar

### Chilled Oysters

MDI Oysters · Glidden Point · Norumbega · Taunton Bay · Belons  
22.5 Half Dozen | 45 Full Dozen

### Littleneck Clams

12 Half Dozen | 24 Full Dozen

### Shellfish

Chilled Jumbo Prawns.....\$\$  
Jonah Crab Claws..... \$\$  
Live Sea Scallop.....\$\$  
Chilled Maine Lobster.....\$\$

Chardonnay Mignonette · Horseradish Espuma · Tuscan Cocktail Sauce

## Boards

### Artisan New England Cheese

Boggy Meadow Farm Fiddlehead Tomme, Fuzzy Udder Creamery Cherve  
Grey Barn Organic Blue, Peppered Honey, Preserved Rhubarb  
29

### House Meats

Chicken Liver Mousse, Tuscan Spiced Pork Belly Pate, Gin Cured Duck Prosciutto  
Black Pear, House Mustard, Croustini  
32

### Sea-cuterie

Maine Scallop "Mortadella", Yellowfin Tuna Bresola, Monkfish "Pastrami"  
Beet Mustard, Horseradish Mousse  
34

## Small Plates

### Delicata Squash

Whipped Ricotta, ??????????  
Pomegranate Gastique, Rosemary  
15

### Maine Grains Cornmeal Waffle

Crispy Shiitakes, Smoked Corn Butter, Fermented Pear, Bonito  
17

### Maine Scallop Crudo

Grapefruit Agrodolce, Brown Butter, Charred Fennel

26

### Fried Calamari

Pickled Red Fresno, Charred Shisito Peppers, Thai Basil

Orange & Poppy Glaze

19

---

### Chicken Chorizo Perogies

Onion Soubise, Cabbage Chowchow, Chives

15

### Maplebrook Farm Burrata "Waldorf"

Green Apple, Pickled Celery

Toasted Walnut, Parsley Aioli

19

### "Neeps & Tatties"

Potato Croquettes, Turnip & Fennel "Kraut", Roasted Garlic & Balsamic Aioli

14

### Bangs Island Mussels

Aromatic Thai Coconut Broth, Mint, Lime Pickled Cucumber

18

### Crispy Moulad Duck Drummettes

Harissa & Honey Glaze

Sunflower Seed Dukkah

19

### Roasted Heritage Pork Belly

Berbere Spiced Apple Mostarda, Peanut Romesco

16

## Mains

### Heritage Pork Meatloaf

Infused with Lemongrass, Ginger & Soy, Tempura Delicata Squash

Coconut Sticky Rice, Nam Chim Chaeo Glaze

25

### Monkfish "Chowder"

Whey Broth, Fennel, Leeks

Maine Potato, Dill

25

### Vadouvan Curry Duck Pot Pie

Braised Duck Leg, Leeks, Fennel, Curried Gravy

Maine Grains Rye Crust, Frisee Salad

36

### Korean Fried Organic Chicken Sandwich

Spicy Maple Gochujang Glaze, Zucchini Kimchi

Fries

19

---

### Prime Beef Smash Burger

LTO, Pickles, House Burger Sauce, Fries

25

Make it a Double \$\$

### Maine Seafood Cassoulet

Lobster, Littleneck Clams, Mussels, Cannellini Beans

San Marzano Tomato, Pancetta, Herb Breadcrumbs

45

### Sunday Roast

Slow Roasted Prime Rib, Spinach Infused Mashed Potatoes

Braised Root Vegetables, Smoked Onion & Ale Demi

55

## Desserts

### Gorgonzola Dolce Panna Cotta

Braised Figs, Aged Balsamic

15

### Bittersweet Chocolate Cake

Red Beet Cream Cheese Frosting, Crystalized Chocolate, Coconut

15

### Sticky Toffee Pudding

Not Your Grandmothers Recipe

15

Chef & Owner | Bobby Will   Proprietor | Kim Kraus   10 Cotton St. Portland, ME 04101

\*consuming raw, or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness

\*please alert your server of any allergies you or your guest may have

## Beers, Sours & Ciders

### Crisp

Brissell Brothers, Baby Genius, American Blonde Ale, 4%

A Hoppy, hazy blonde ale. Light, smooth, citrusy, dry and smooth.

(Can) 16oz \$10

Allagash Brewing Co., Allagash White, Witbier, 5.2%

Hints of wheat, coriander and orange peel. Pale straw color, hazy beer

(Tap) 16oz \$8

Definitive Brewing Co., Contee, Kolsch Style Ale, 4.6%

German & local hops. Lager style ale that is crisp, clean and refreshing.

(Tap) 12oz. \$8

Oxbow Brewing Co., Grand Royal, Helles Lager, 5%

Munich-style, European malts & noble hops. Moderate malt sweetness, balanced & crisp.

(Can) 16oz \$8

Maine Beer Co., Prince Percy, Pilsner, 5.1%

Featuring local Maine Grains. Aromas of Lemon, Fresh Cut Grass and Bread Crust.

(Tap) 16oz \$10

Austin Street Brewery, Ascendant, Kellerbier, 5.6%

Malty in aroma with spicy hop notes. Hints of bubblegum, banana and clove.

(Can) 16oz \$9

### Hoppy

Maine Beer Co., Mo, American Pale Ale, 6%

Aromas of orange, apricot, tangerine and passionfruit. Nots of pine, grass and malt sweetness

(Bottle) 16.9oz \$14

Foundation Brewing Co., Epiphany, New England IPA 8%

Aromatic and mildly bitter. Citrus, tropical fruits and pine flavors. "juicy"

(Tap) 16oz. \$9

Fore River Brewing Co., Trailerhitch, Imperial Red Ale, 10.1%

Roasty toasty, malty, smooth, caramel goodness. Smooth and hearty.

(Can) 12oz. \$9

Maine Beer Co., Little Whaleboat, IPA, 6.5%

Aromas of mango, pineapple, grapefruit and pine. Rose and chamomile floral notes.

(Bottle) 16.9oz \$15

Austin Street Brewery, Paseo, West Coast IPA, 6.5%

Classis West Coast IPA with hints of resin & orange. Complex bitterness, malty sweet finish

(Can) 16oz \$10

Lone Pine Brewing Co., Tessellation, Double IPA, 8.1%  
Soft & rounded mouthfeel. Complex aromatics of blueberry, mango and overripe peach.  
(Tap) 16oz \$9

## Malt

Sacred Profane Brewing Co., Dark Lager, 4%  
Medium bodied Czech style dark lager with notes of dark toast, toffee and herbal hops.  
(Tap) 16oz \$9

Fore River Brewing Co., All Hands, Brown Ale, 7%  
Dark Amber hue with reddish hints. Aromas of caramel, nuts, and dark cherry.  
(Can) 16oz. \$11

Fore River Brewing Co., Timberhitch, Maine Red Ale, 6.3%  
Classic red style with malt forward flavor. Hints of graham cracker with a subtle finish.  
(Can) 16oz \$10

Barreled Souls Brewing Co., Half Schilling, Scotch Ale, 3.8%  
Classis West Coast IPA with hints of resin & orange. Complex bitterness, malty sweet finish  
(Tap) 16oz \$9

Bissell Brothers Brewing, Sigil VI, Barley Wine, 10.5%  
Aged in Madeira barrels. Notes of dried figs, caramelized sugar and french oak.  
(Bottle) 500ml \$18

## Roast

Banded Brewing Co. Jolly Woodsman, Coffee Stout, 7.5%  
Taste of Orange, cacao husk, cranberry, juicy, bitter chocolate.  
(Can) 16oz \$11

Maine Beer Co., King Titus, Porter, 7.5%  
Aromas of toffee, dark chocolate, and tobacco  
(Bottle) 16.9oz \$15

Tributary Brewing Co., Mott the Lesser, Imperial Stout, 10.5%  
Rich, full bodied, fudgy. Aged in apple brnady, port, and gin barrels.  
(Tap) 12oz. \$9

## Sours & Ciders

Mast Landing Brewing Co., Tiny Paradish, Fruit Sour, 8%  
Mai Tai inspired Imperial Sour. Notes of lime, orange, almond and French oak.  
(Tap) 16oz \$10

Oxbow Brewing Co., Arboreal, Barrel Aged Sour, 8.5%  
American style sour aged in bourbon barrels. Hints of dark fruits  
(Can) 16oz \$9

Freedom's Edger Cider, Redfield Rose, Rose Cider, 6.2%

Off Dry Cider made from local apples. Pink hue, well balanced sweetness.

(Can) 12oz \$8

Norumbega Cidery, CLassic Hard Cider, 6.7%

Combination of dessert, culinary and cider apples. Crisp, dry, and slightly carbonated.

(Can) 16oz \$9

Downeast Cider, Original Blend, Traditional Cider, 5.1%

Original unfiltered made with local apples. Smooth, refreshing and balanced.

(Tap) 16oz \$8

---

## Reserved List

Coming Soon.....

Description

(Can) 16oz \$11

Coming Soon.....

Description

(Bottle) 16.9oz \$15

## Cocktails

All Cocktails \$16

Maracuya Lima

Pisco, Passion Fruit, Simple, Egg White

Beehive

Chamomile Infused Bar Hill Gin, Local Honey, Strega, Lemon

I Dream of Juni

Ford's Gin, Aperol, Lillet, Luxardo, Strawberry, Juniper-Coriander Foam,

Orange Blossom Water

Ladder 47

Four Roses, Smoked Tea and Sasparilla Syrup, Walnut Bitters

Pina Verde

Pueblo Viejo, Ancho Chile, Pineapple, Agave, Tajin, Lime

Gentlemen's Bouquet

Rittenhouse Rye, Averna, Campari, Luxardo, Rosewater

Lighter Refreshments 9

Green Tea Cooler (N/A) Matcha, Passionfruit, Orange Blossom Water, Local Honey

Garden Spritz (N/A) Grapefruit Balsamic, Elderflower Cordial, Cucumber, Lemon, Sparkling Water

Homemade Cantaloupe Soda (N/A)

---



Zachary Lenhart <zlenhart@portlandmaine.gov>

---

## Thistle and Grouse - 10 Cotton St - Class XI Rest/Lounge

---

Eric Nevins <ericn@portlandmaine.gov>

Sun, Oct 1, 2023 at 12:57 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Cc: Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>

Approved

On Fri, Sep 29, 2023 at 3:20 PM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:

[Quoted text hidden]

--

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



Zachary Lenhart <zlenhart@portlandmaine.gov>

---

## Thistle and Grouse - 10 Cotton St - Class XI Rest/Lounge

---

**Zoning** <zoning@portlandmaine.gov>

Tue, Oct 3, 2023 at 9:47 AM

To: Zoning <zoning@portlandmaine.gov>

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

Good Morning,

The legal use of 10 Cotton ST (part of 8 Cotton St, CBL: 038 C012001) is restaurant. Zoning approves.

Thank you,

Mac

--  
Mac Coldwell

City of Portland  
Zoning Specialist  
Permitting & Inspections Department  
389 Congress ST, Room #315  
Email: mcoldwell@portlandmaine.gov  
he/him

[Quoted text hidden]

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



October 11, 2023

Will & Girl LLC  
10 Cotton Street  
Portland, ME 04101

Re: Will & Girl LLC, dba Thistle and Grouse. Application for Class XI Restaurant/Lounge at 10 Cotton Street

Dear Will & Girl LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 16, 2023 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge at 10 Cotton Street. The meeting will take place in person.

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

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

Sincerely,

Zachary J. Lenhert  
Licensing and Housing Safety Manager

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)

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ORDER  
GRANTING MUNICIPAL OFFICERS'  
APPROVAL OF:

**Will & Girl LLC, dba Thistle and Grouse. Application for Class XI Restaurant/Lounge at  
10 Cotton Street**

**Legal Advertisement**

**Notice of Public Hearing**  
**City of Portland**

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A Public Hearing will be held on October 16, 2023 at 5:00 P.M., Will & Girl LLC, dba Thistle and Grouse. Application for Class XI Restaurant/Lounge at 10 Cotton Street - Sponsored by Danielle P. West, City Manager



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

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

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

5. Business records are located at the following address:

321 Main Street Bar Harbor ME 04609 (for now)  
will be held at 10 Cotton Street Portland Maine 04101

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

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

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

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

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

Yes  No

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

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

Yes  No

If yes, please provide details: \_\_\_\_\_

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

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

Name of Business	License Number	Complete Physical Address
Salt & Steel		321 Main Street Bar Harbor ME 04609

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

Full Name	DOB	Place of Birth
Kimberly Kraus	07/30/84	Ridgewood, NJ
Robert Will	08/22/84	Beverly, MA
Corey Schallek	04/27/87	Belfast, ME
Julia McInnis	05/2/88	Exeter, NH

Residence address on all the above for previous 5 years

Name	Address:
Kimberly Kraus	30 Glen Mary Rd Bar Harbor ME 04609
Kimberly Kraus	1 Pineo Ct Apt 2 Bar Harbor ME 04609
Robert Will	30 Glen Mary Rd Bar Harbor ME 04609
Robert Will	1 Pineo Ct Apt 2 Bar Harbor ME 04609

See sheet attached for Corey + Julia addresses

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

Yes  No

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

\_\_\_\_\_

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

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

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

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

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

10 Cotton St (Thistle & Grouse): MEMIC: Maine Employers Mutual Ins.  
321 Main St (Salt & Steel) Mark + Lynn Rampacek 36 Ladyslipper Lane  
Bar Harbor ME 04609  
→ 261 Commercial St Portland Maine 04101

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

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

Downstairs dining room and bar - Full service for food + drink  
Upstairs dining room - Full service food + drink  
Outdoor seating (private property) - Food + drink (menu  
might be limited)

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

Name: New England Secondary School Consortium

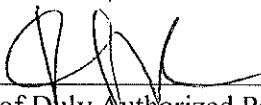
Distance: 0.2 miles

**Section II: Signature of Applicant(s)**

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

*Please sign and date in blue ink.*

Dated: 9/11/23

  
Signature of Duly Authorized Person

\_\_\_\_\_  
Signature of Duly Authorized Person

Kimberly Kraws  
Printed Name Duly Authorized Person

\_\_\_\_\_  
Printed Name of Duly Authorized Person

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

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

Dated: \_\_\_\_\_

Who is approving this application?  Municipal Officers of \_\_\_\_\_

County Commissioners of \_\_\_\_\_ County

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

Signature of Officials	Printed Name and Title

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

Included below is the section of Maine’s liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see

§653. Hearings; bureau review; appeal

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

**A.** The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

**E.** A violation of any provision of this Title;

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

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

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

**A. Repealed**

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

**4. Repealed**

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

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

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

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

## Section V: Fee Schedule

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

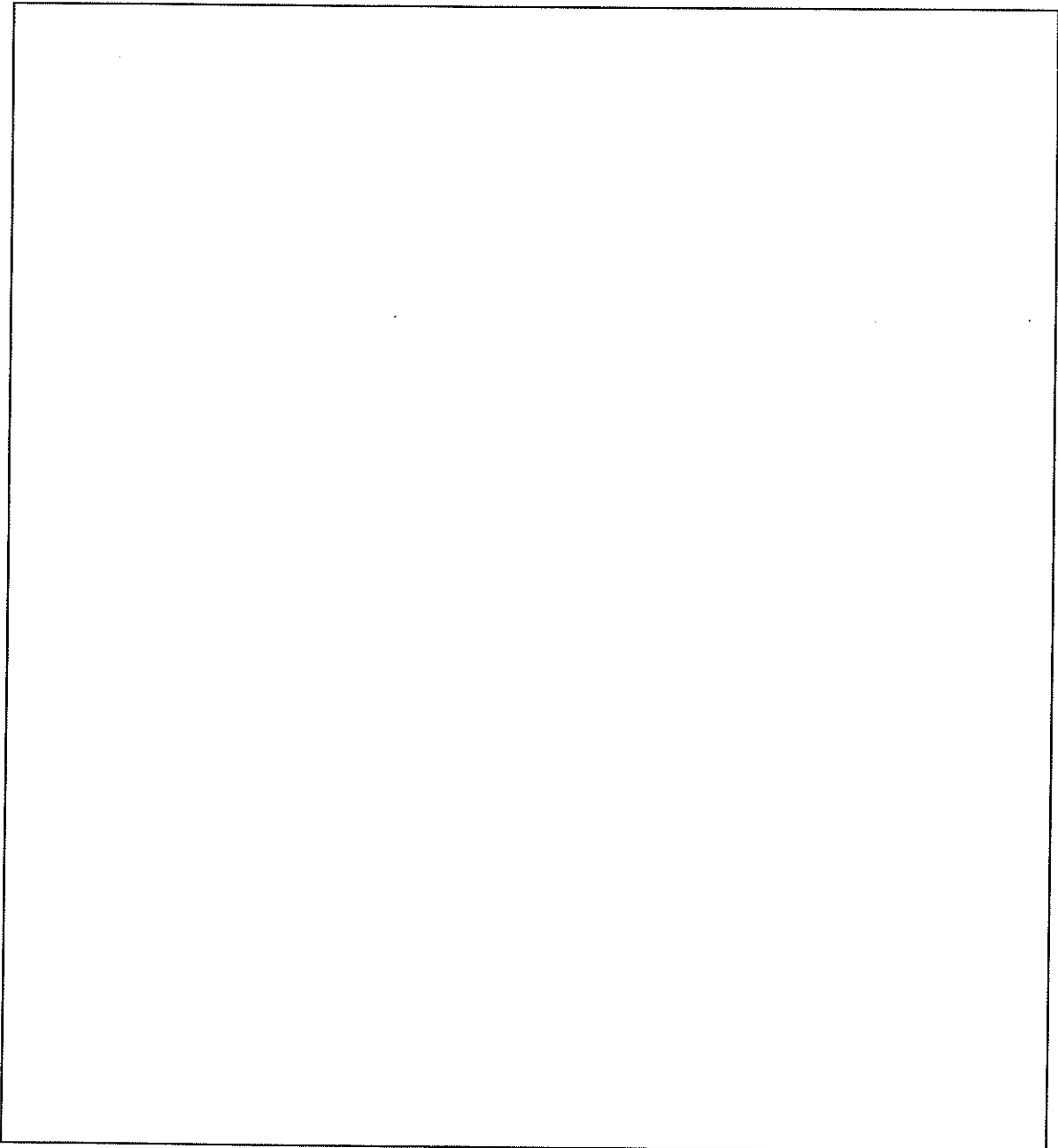
**Please note:** For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

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

**Section VI Premises Floor Plan**

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

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



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

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

*All Questions Must Be Answered Completely. Please print legibly.*

- Exact legal name: Will & Girl LLC
- Doing Business As, if any: Thistle & Grouse
- Date of filing with Secretary of State: 10/17/2017 State in which you are formed: Maine
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
\_\_\_\_\_
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Kimberly Kraws	36 Glen Mary Rd <sup>Bar Harbor</sup> ME 04609	7/30/84	Owner	50%
"	1 Pine Ct Apt 2 <sup>Bar Harbor</sup> ME 04609	" "	" "	" "
Robert Will	36 Glen Mary Rd <sup>Bar Harbor</sup> ME 04609	8/22/84	Chef Owner	50%
"	1 Pine Ct Apt 2 <sup>Bar Harbor</sup> ME 04609	" "	" "	" "

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

# Addresses For Corey Schallek + Julia McInnis (old to new)

1. 131 Eden St, Bar Harbor ME 04609
2. Weiner's Mobile Home Park, 601 E Dania Beach Blvd  
Dania Beach, FL 33004
3. 430 NE 1st Avenue, Unit B Port Lauderdale, FL 33301
4. 350 Beacon Street Apt 11 Boston, MA 02116
5. 4 Pond Path North Hampton NH 03862
6. 89 Pitcher Rd Northport, ME 04849
7. 123 Eden St Bar Harbor ME 04609
8. 812 NE 8<sup>th</sup> Avenue Apt 3 Delray Beach FL 33483
9. 16 Andrews Ave Apt 4A Delray Beach FL 33483
10. 321 Main Street Apt 1 Bar Harbor ME 04609

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** October 3, 2023

**SUBJECT:** Order 53-23/24 Granting Municipal Officers' Approval of MGT Portland LLC, dba Mesa Grande Taqueria. Application for Class I FSE at 140 Fore Street - Sponsored by Danielle P. West, City Manager

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

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading**

**Final  
Action**

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

**Does this item involve a new contract with the City: N/A**

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

**I. SUMMARY**

**II. AGENDA DESCRIPTION**

Application was filed on 9/27/23. New City and State applications. Location was previously used a warehouse.

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. 2023.10.16\_Mesa Grande Taqueria
2. Mesa Grande Taqueria\_Council Packet

Prepared by:

Date: 10/03/2023

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  
GRANTING MUNICIPAL OFFICERS'  
APPROVAL OF:**

**MGT Portland LLC, dba Mesa Grande Taqueria. Application for Class I FSE at 140 Fore Street**

Collin Henderson  
342 Portland St.  
Yarmouth, ME 04096  
[collin@mesagrandetaqueria.com](mailto:collin@mesagrandetaqueria.com)  
276-608-3397  
9/25/2023

Portland, Maine City Council  
389 Congress St.  
Portland, ME 04101

Dear Members of the City Council,

I am writing to express my intent to apply for a liquor license for Mesa Grande Taqueria, which is located at 140 Fore St. in Portland. As a responsible and law-abiding business owner, I am committed to operating a safe and reputable establishment that complies with all local, state, and federal regulations governing the sale and service of alcoholic beverages.

The purpose of this letter of intent is to inform the City Council of my intention to submit a formal application for a liquor license, food service establishment license, and outdoor dining license in the near future. I am aware of the significant responsibilities associated with holding a liquor license and am dedicated to upholding the highest standards of alcohol service and promoting responsible drinking within the community.

I have already taken several steps to ensure that our establishment will operate in accordance with all applicable laws and regulations. These steps include:

1. Obtaining all required permits and licenses.
2. Developing comprehensive policies and procedures for responsible alcohol service and employee training.
3. Implementing strict age verification protocols to prevent the sale of alcohol to minors.
4. Committing to work closely with local law enforcement and regulatory agencies to maintain a safe environment.

I am fully aware of the importance of maintaining a harmonious relationship with the community and addressing any concerns that may arise. I pledge to be a responsible business owner who actively contributes to the well-being of our city.

I look forward to working closely with the City Council throughout the application process, and I am prepared to provide any additional information or documentation that may be required to support my application. I am confident that our establishment will not only comply with all legal requirements but will also contribute positively to the cultural and economic growth of our community.

Thank you for considering my letter of intent. I will follow up with a formal liquor license application in accordance with the town's procedures and deadlines. Should you have any questions or require further information in the meantime, please do not hesitate to contact me at 276-608-3397 or [collin@mesagrandtaqueria.com](mailto:collin@mesagrandtaqueria.com).

Sincerely,

Collin Henderson



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

<b>Business Information</b>	
Establishment Name (d/b/a):	MGT Portland, LLC (Mesa Grande Taqueria) <span style="float:right">Phone: 276-608-3397</span>
Location Address:	140 Fore St. Portland, ME <span style="float:right">Zip: 04101</span>
If new, what was formerly at this location:	Warehouse Storage
Mailing Address:	PO Box 580, Yarmouth, ME 04096 <span style="float:right">Zip:</span>
Contact Person:	Collin Henderson <span style="float:right">Phone: 276-608-3397</span>
Contact Person Email:	collin@mesagrandetaqueria.com
Manager of Establishment:	Collin Henderson <span style="float:right">Date of Birth: 04/23/1990</span> <span style="float:right">Phone: 276-608-3397</span>
Owner of Premises (Landlord):	Jonathan Cohen
Address of Premises Owner (Landlord):	Jonathan Cohen, 241 US Route 1, Suite 402, Falmouth, ME 04105 <span style="float:right">Zip:</span>

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

Name of Owner(s)	Date of Birth	Residence Address

<b>Corporate Name</b>	<b>Corporate Mailing Address</b>	<b>Zip:</b>
MGT Portland LLC	PO Box 580, Yarmouth, ME	04096

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

Contact Person:	Collin Henderson	Phone:	276-608-3397
<b>Principal Officers</b>	<b>Title</b>	<b>Date of Birth</b>	<b>Residence Address</b>
Frank D. Henderson	Member	12/17/1958	90 Anchor Ct., Marco Island, FL 34145
Collin F. Henderson	Member	04/23/1990	342 Portland St. Yarmouth, ME 04096
Class of Liquor License:	Restaurant, Class I		



**CITY OF PORTLAND**  
**Permitting and Inspections Department**

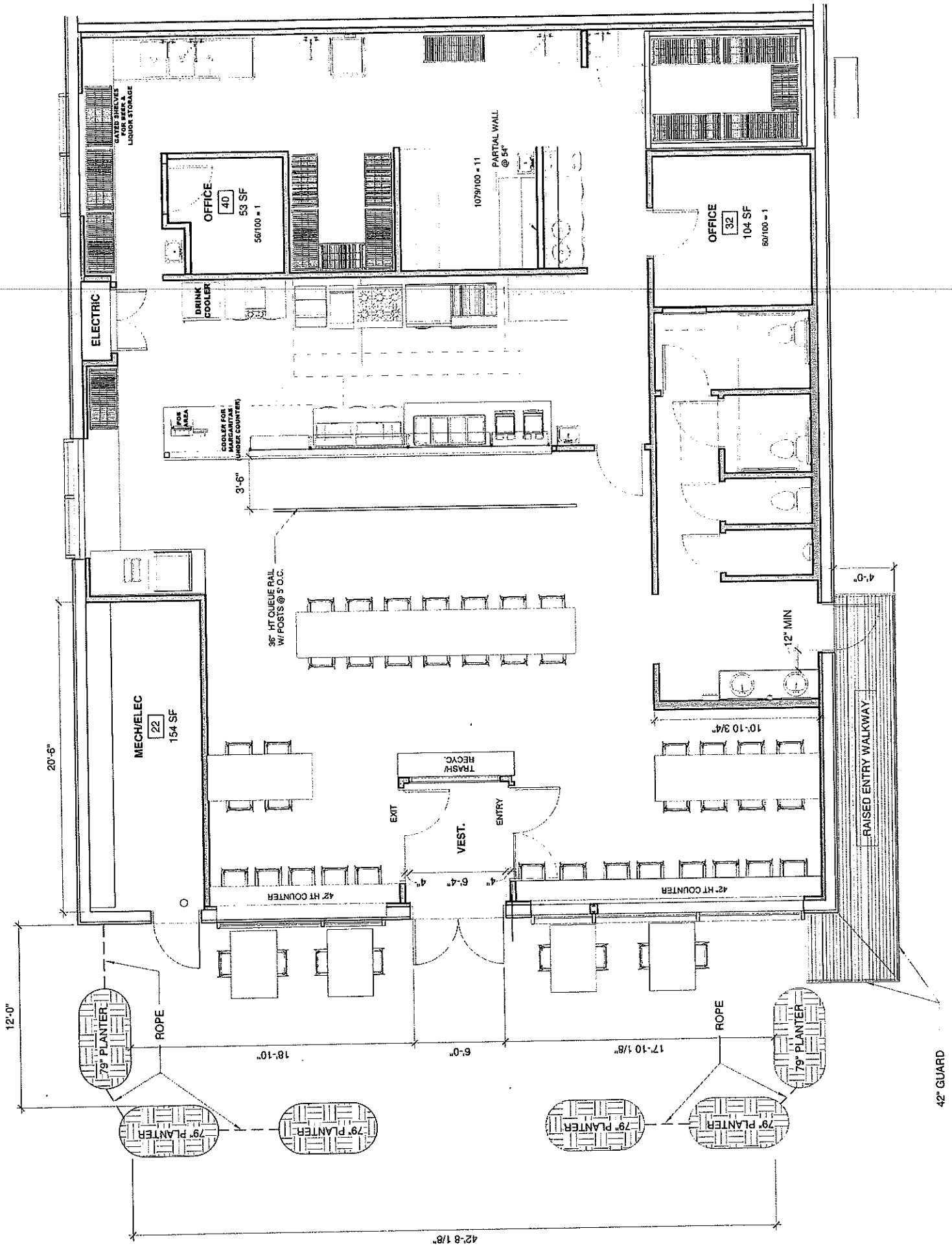
Type of food served:	Fast Casual California Mexican	
Please circle all that will be served:	<input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Liquor	
Projected percentage of sales:	Generated from Food: 98%	Generated from Alcohol: 2%
Hours & days of operation:	Monday-Saturday 11:00AM-8:00PM, Sunday 12:00PM-8:00PM	
<b>QUESTIONS</b>		Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?		Y <input checked="" type="checkbox"/> N
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		<input checked="" type="checkbox"/> Y N
If yes, give the distance: Approximately 200 ft.		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		Y <input checked="" type="checkbox"/> N
Will you permit dancing after 1:00 a.m.?		Y <input checked="" type="checkbox"/> N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		<input checked="" type="checkbox"/> Y N
If yes, will the outside dining be on PUBLIC or <input checked="" type="checkbox"/> PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?		Y <input checked="" type="checkbox"/> N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date?		12/1/23
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		Y <input checked="" type="checkbox"/> N
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?		Y <input checked="" type="checkbox"/> N
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?		Y <input checked="" type="checkbox"/> N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		Y <input checked="" type="checkbox"/> N
If Yes, please explain:		

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

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

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

Signature  Title General Manager Date 9/25/23





**CITY OF PORTLAND**  
Permitting and Inspections Department

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

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

<input type="checkbox"/> Outdoor Dining on Private Property \$125.00	<input type="checkbox"/> Legal Advertisement Deposit \$100.00
--	---

<b>Business Information</b>			
Business Name (d/b/a):	MGT Portland, LLC (Mesa Grande Taqueria)	Phone:	276-608-3397
Location Address:	140 Fore St. Portland, ME	Zip:	04101
Mailing Address:	PO Box 580 Yarmouth, ME	Zip:	04096
Contact Person:	Collin Henderson	Phone:	276-608-3397
Contact Person Email:	collin@mesagrandetaqueria.com		
Manager of Establishment:	Collin Henderson	Date of Birth:	04/23/1990
		Phone:	276-608-3397
Owner of Premises (Landlord):	Jonathan Cohen		
Address of Premises Owner:	241 US Route 1, Suite 402, Falmouth, ME	Zip:	04105

**Owner Information**

Corporate Name		MGT Portland, LLC	Corporate Mailing Address		PO Box 580 Yarmouth, ME
			Zip:		04096
Contact Person:	Collin Henderson	Phone:	276-608-3397		
<b>Principal Officers</b>		<b>Title</b>	<b>Date of Birth</b>	<b>Residence Address</b>	
Frank D. Henderson		Member	12/17/1958	90 Anchor Ct., Marco Island, FL, 34145	
Collin Henderson		Member	04/23/1990	342 Portland St. Yarmouth, ME 04096	



**CITY OF PORTLAND**  
Permitting and Inspections Department

Class of License:	Class I
Type of food served:	Fast-Casual California Mexican
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> <u>Liquor</u>
Hours & days of operation:	Monday-Saturday 11:00AM-8:00PM, Sunday 12:00PM-8:00PM
Number of Tables	4
Number of Chairs	8

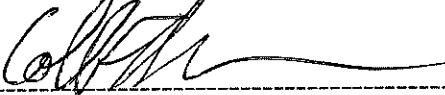
**Design and Construction**

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

**Maintenance and Operations**

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

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

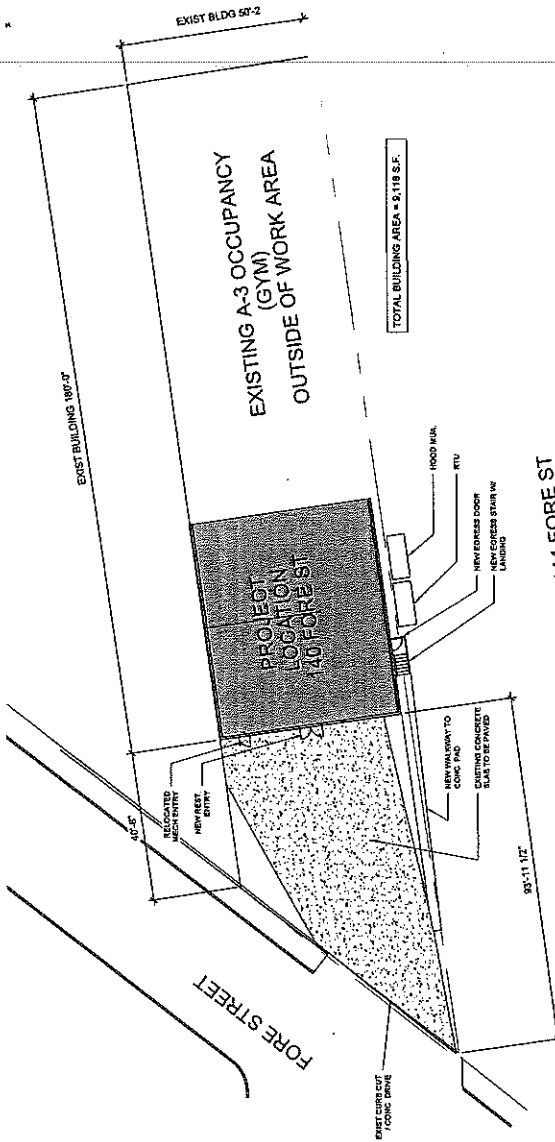
Signature  Title General Manager Date 9/25/23

**For Administrative Use Only**

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

# MESA GRANDE

140 FORE STREET  
 PORTLAND, ME



## DATE OF ISSUE

SUBMISSION DATE: 08/20/2018  
 FOR CONSTRUCTION: 08/20/2018

## DRAWING LIST

- GENERAL
- ACCESSIBILITY STANDARDS
- UP1 SAFETY/WOODS REVIEW
- ARCHITECTURAL DRAWINGS
- A1.1 WALL AND FLOOR TYPES
- A1.2 WINDOW AND DOOR SCHEDULES
- A1.3 FLOOR FINISHES
- A2.1 DETAIL PLANS
- A2.2 WALL AND CEILING FINISHES
- A3.1 BUILDING ELEVATION
- A3.2 SECTION
- A3.3 WALL SECTION
- MEP
- MEP 1.0 MECHANICAL SYSTEMS PLAN
- MEP 1.1 MECHANICAL FLOOR PLAN
- MEP 1.2 MECHANICAL RISE AND FALL
- MEP 1.3 MECHANICAL PIPING PLAN
- MEP 1.4 MECHANICAL PLUMBING PLAN
- MEP 1.5 MECHANICAL PLUMBING PLAN
- MEP 1.6 MECHANICAL PLUMBING PLAN
- MEP 1.7 MECHANICAL PLUMBING PLAN
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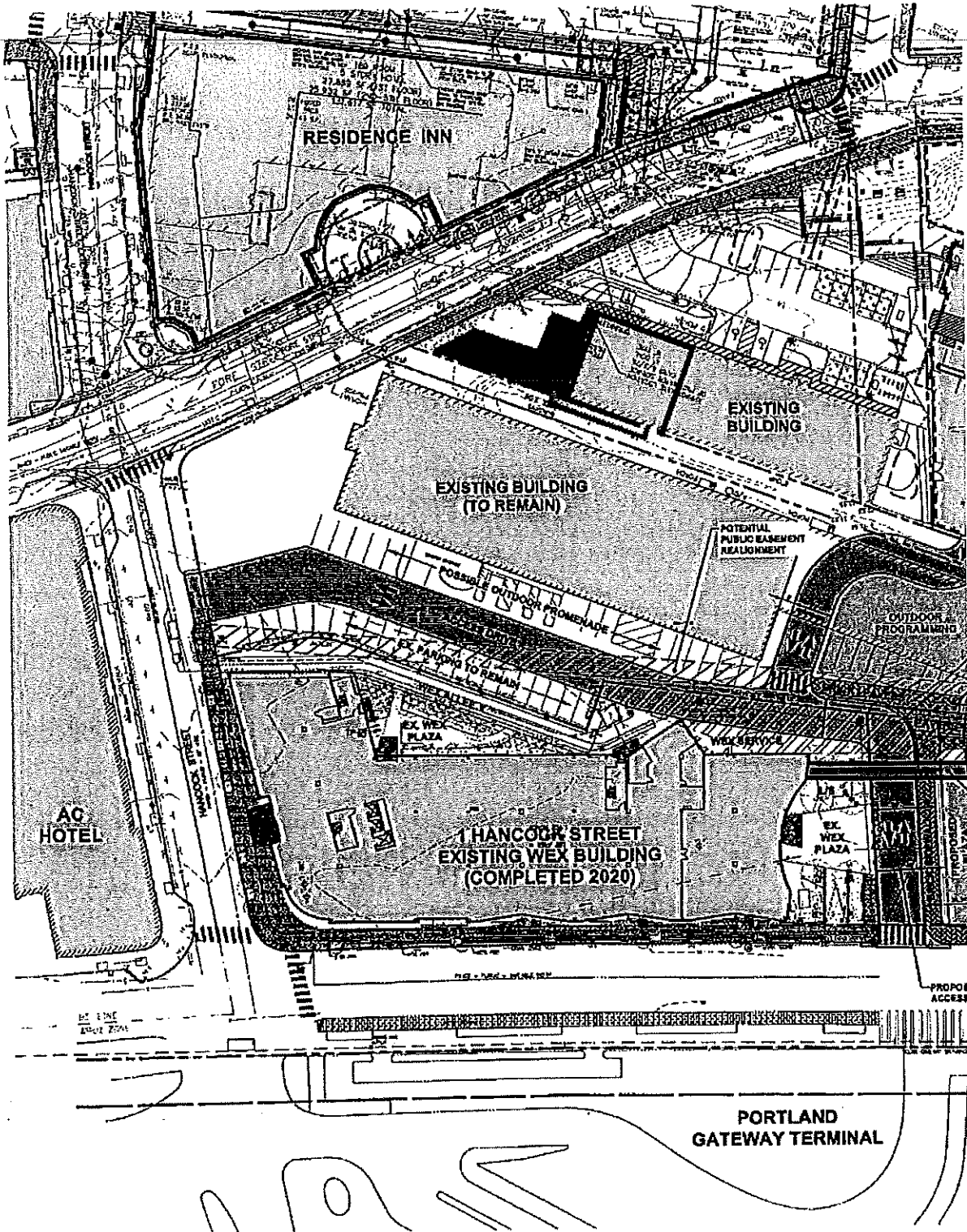
1 | SITE PLAN  
 1/8" = 1'-0"

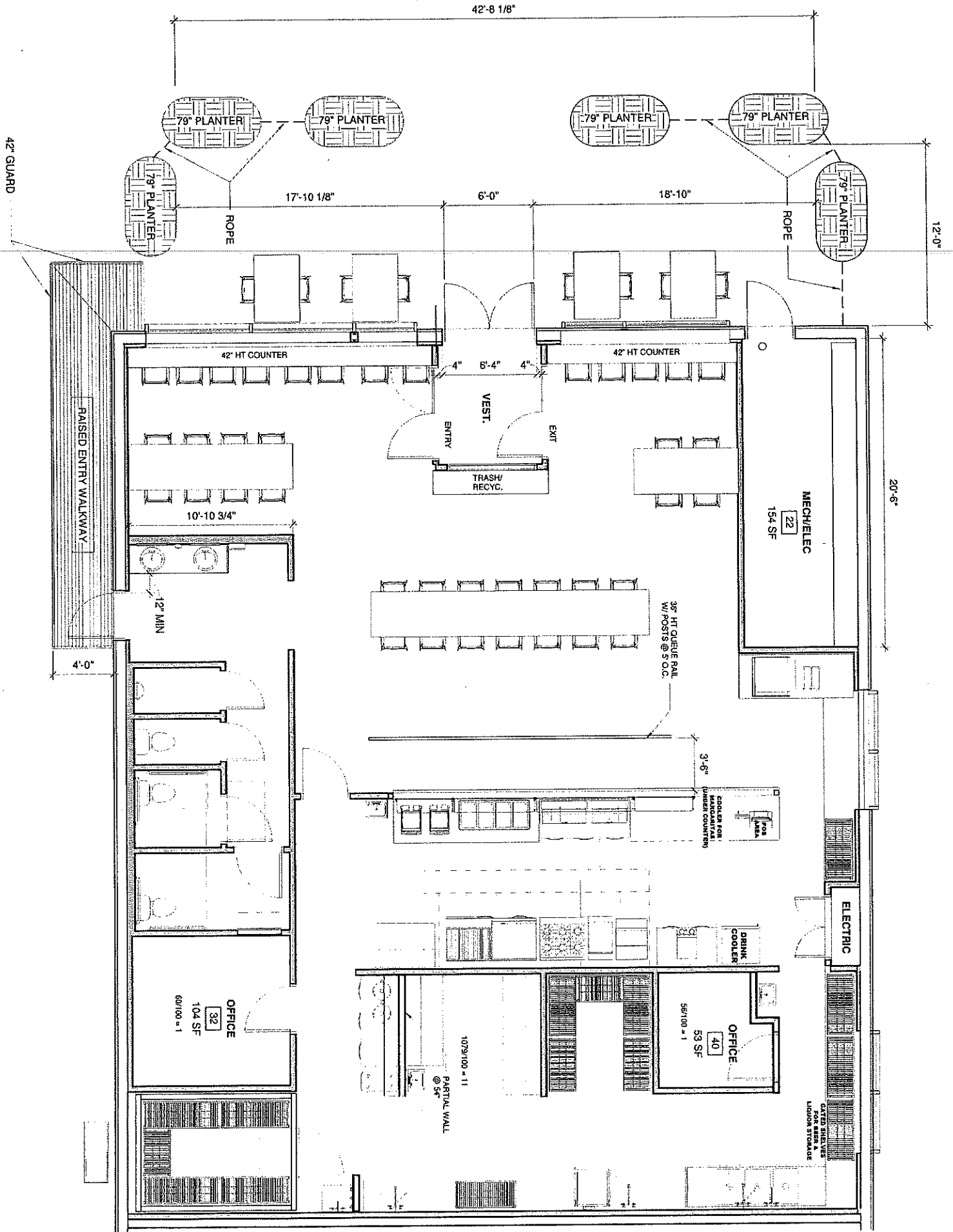
# EXHIBIT 2 - PATIO & EGRESS/DELIVERY

■ PATIO AREA

■ SIDE EGRESS-WALKWAY/DELIVERY

■ DEMISED PREMISES







April Woodcock <alw@portlandmaine.gov>

## Mesa Grande Taqueria License Additional Info

1 message

Collin Henderson <collin@mesagrandetaqueria.com>  
To: "alw@portlandmaine.gov" <alw@portlandmaine.gov>

Tue, Sep 26, 2023 at 8:49 AM

Hi April,

Thank you again for meeting with me yesterday. I've attached our current liability insurance accord we have for our primary location because we do not have control of the space yet since we are waiting on the landlord to finish his work. We will be adding the 140 Fore St. space to this insurance once we have control of the space. Will this be sufficient?

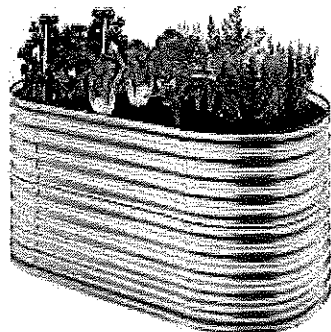
I've also attached pictures of the planter boxes and dock rope we intend to use for sectioning off the outdoor dining area.

Thank you!

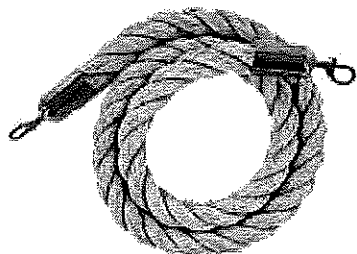
Best,

--  
**Collin Henderson**  
General Manager  
Mesa Grande Taqueria


### 3 attachments



PlanterExample.jpg  
109K



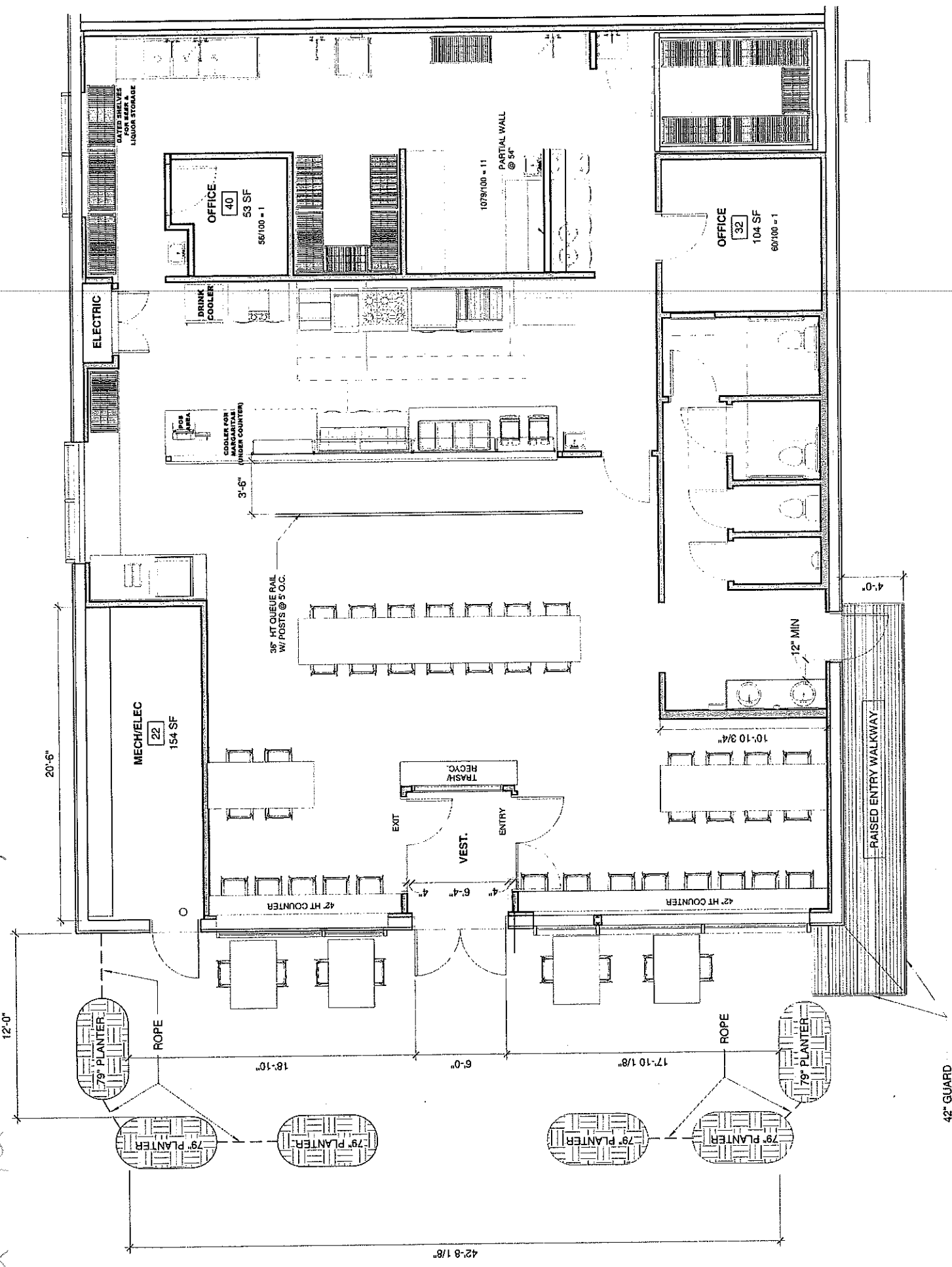
dockropeexample.PNG  
165K

 23-24 GL.pdf  
107K





42.12 = 500.11 Sq.Ft



## **CHOOSE IT!**

### **BURRITO**

Flour tortilla, rice, beans, meat, cheese, sour cream, salsa, and lettuce. Our vegetarian burrito includes guacamole.

### **BURRITO BOWL**

A burrito without the tortilla, in a bowl.

### **TACOS** (3 per order)

Soft flour or crispy corn tortillas, meat, cheese, sour cream, salsa, and lettuce.

### **QUESADILLA**

Flour tortilla, cooked till crisp with meat and cheese, served with a side of sour cream, and salsa.

### **SALAD**

Bed of lettuce with beans, meat, cheese, sour cream, and salsa. Topped with crispy corn tortilla strips and your choice of our homemade Maple Chipotle Vinaigrette or Southwestern Ranch.

### **NACHOS**

Corn tortilla chips, beans, meat, cheese, sour cream, salsa, and lettuce. Our vegetarian nachos include guacamole.

## **FINISH IT!**

Lime Cilantro Rice *	Guacamole * / **
Amarillo Rice	Pico de Gallo (mild) *
Black Beans *	Salsa Roja (mild) *
Pinto Beans	Salsa Verde (med) *
Shredded Cheese	Salsa Chipotle (hot) *
Sour Cream	Corn Salsa (med) *

\* (Vegetarian / Vegan)

\*\* (Additional charges may apply.)

## **FILL IT!**

### **POLLO ASADO** - \$9.25

Boneless, skinless chicken breast that's marinated in our homemade chipotle adobo, then grilled.

### **POLLO TIRADO** - \$9.65

Pulled chicken that's dry rubbed, slow smoked, and marinated.

### **CARNITAS** - \$9.65

Pulled pork that's marinated, dry rubbed, and slow smoked.

### **BARBACOA** - \$9.95

Shredded beef that's marinated, dry rubbed, and slow smoked.

### **CARNE ASADA** - \$9.95

Steak that's marinated in our homemade chipotle adobo, then grilled.

### **SAZONADA** - \$9.25

Seasoned Tofu that's baked, and then sauteed with a blend of our homemade salsas.

### **VEGETARIAN** - \$9.25

Includes guacamole, and vegetarian black beans.

## **SIDE IT!**

Chips - \$1.50
Chips & Salsa - \$2.50
Chips & Guacamole - \$3.75
Chips & Small Queso - \$3.40
Chips & Large Queso - \$5.25
Guacamole - \$2.25
Side Salsa / Sour Cream - \$1.00
Small Queso - \$1.90
Large Queso - \$3.75

## **DRINK IT!**

Beer - \$4.25	Frozen Lemonade - \$2.15
Margarita - \$4.95	Fountain Soda - \$2.15
Wine Slush - \$4.95	Bottled Water - \$1.85
Homemade Lemonade - \$2.15	Bottled Drinks - \$2.45
Homemade Iced Tea - \$2.15	Organic Juice - \$1.50

## **DESSERTS!**

Vanilla Flan - \$4.25
Chocolate Flan - \$4.25
Tres Leches Cake - \$4.25



Zachary Lenhart <zlenhart@portlandmaine.gov>

---

## Mesa Grande Taqueria - 140 Fore St - Class 1 FSE

---

Eric Nevins <ericn@portlandmaine.gov>

Sun, Oct 1, 2023 at 12:52 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Cc: Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>

Approved

On Fri, Sep 29, 2023 at 3:17 PM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:

[Quoted text hidden]

--

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



Zachary Lenhart <zlenhart@portlandmaine.gov>

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## Mesa Grande Taqueria - 140 Fore St - Class 1 FSE

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**Zoning** <zoning@portlandmaine.gov>

Tue, Oct 3, 2023 at 9:30 AM

To: Zoning <zoning@portlandmaine.gov>

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

Good Morning,

The legal use confirmed for 140 Fore ST, right side unit, is restaurant under the issued permit, BLDC2023-03405. Zoning approves.

Thank you,

Mac

[Quoted text hidden]

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



October 11, 2023

MGT Portland LLC  
10 Cotton Street  
Portland, ME 04101

Re: MGT Portland LLC, dba Mesa Grande Taqueria. Application for Class I FSE at 140 Fore Street

Dear MGT Portland LLC :

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 16, 2023 at 5:00 p.m., for the review of application for Class I FSE at 140 Fore Street. The meeting will take place in person.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Z Lenhert".

Zachary J. Lenhert  
Licensing and Housing Safety Manager

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)

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ORDER  
GRANTING MUNICIPAL OFFICERS'  
APPROVAL OF:

**MGT Portland LLC, dba Mesa Grande Taqueria. Application for Class I FSE at 140 Fore Street**

## **Legal Advertisement**

### **Notice of Public Hearing City of Portland**

---

A Public Hearing will be held on October 16, 2023 at 5:00 P.M., MGT Portland LLC, dba Mesa Grande Taqueria. Application for Class I FSE at 140 Fore Street - Sponsored by Danielle P. West, City Manager



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

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

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

5. Business records are located at the following address:

342 Portland St. Yarmouth, ME 04096

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

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

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

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

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

Yes  No

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

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

Yes  No

If yes, please provide details: \_\_\_\_\_  
 \_\_\_\_\_

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Collin Francis Henderson	04/23/1990	Indiana, PA
Francis David Henderson	12/17/1958	Ellenville, NY
Residence address on all the above for previous 5 years		
Name Collin F Henderson	Address: 342 Portland St., Yarmouth, ME 04096	
Name Collin F Henderson	Address: 84 Kindred Way, Yarmouth, ME 04096	
Name Francis D. Henderson	Address: 90 Anchor Ct. Marco Island, FL 34145	
Name Francis D. Henderson	Address: 444 Balsam Ct., Marco Island, FL 34145	

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

Yes  No

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

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

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

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

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

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

Jonathan Cohen, 241 US Route 1, Suite 402, Falmouth, ME 04105

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

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

Large central table, two additional tables, high top seating located at front windows, four tables located outside, sectioned off by planters and dock rope.

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

Name: The Rioux Institute at Northeastern University

Distance: 200 ft.

**Section II: Signature of Applicant(s)**

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

Please sign and date in blue ink.

Dated: 9/11/2023

Francis D. Henderson  
Signature of Duly Authorized Person

Francis D. Henderson  
Printed Name Duly Authorized Person

Collin F. Henderson  
Signature of Duly Authorized Person

Collin F. Henderson  
Printed Name of Duly Authorized Person

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

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

Dated: \_\_\_\_\_

Who is approving this application?  Municipal Officers of \_\_\_\_\_

County Commissioners of \_\_\_\_\_ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

**E.** A violation of any provision of this Title;

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

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

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

**A. Repealed**

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

**4. Repealed**

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

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

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

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

## Section V: Fee Schedule

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

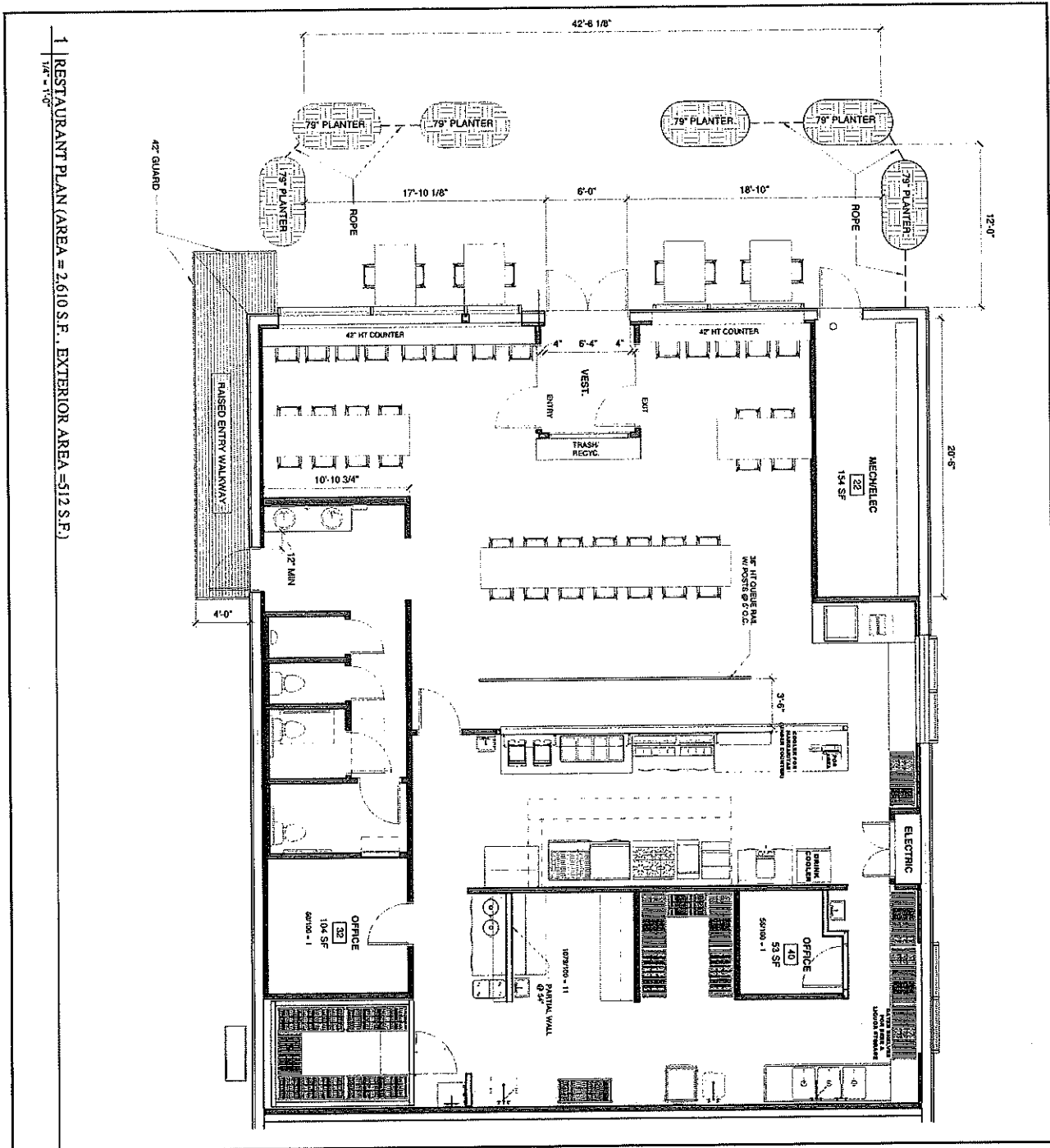
**Please note:** For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

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

## Section VI Premises Floor Plan

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

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



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

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

*All Questions Must Be Answered Completely. Please print legibly.*

1. Exact legal name: MGT Portland, LLC
2. Doing Business As, if any: Mesa Grande Taqueria
3. Date of filing with Secretary of State: 02/03/2023 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
\_\_\_\_\_
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Collin F. Henderson	342 Portland St., Yarmouth, ME	04/23/1990	Member	45.0000
Collin F. Henderson	84 Kindred Way, Yarmouth, ME	04/23/1990	Member	45.0000
Frank D. Henderson	90 Anchor Ct., Marco Island, FL	12/17/1958	Member	55.0000
Frank D. Henderson	444 Balsam Ct., Marco Island, FL	12/17/1958	Member	55.0000

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



# Portland's Homeless Winter Emergency Response Plan

NOVEMBER 2023-MARCH 2024

## Homeless Winter Emergency Response Plan

The City’s Cold Weather Operations and Shelter process includes outreach services and warming stations with activation of key partners with a specific threshold for the months of November to March when daily high apparent temperature is 20 degrees and below or snow accumulation of more than 10 inches.

**Warming Shelters:**

**Main Location:**

*Information will be added once funding is approved/received from MaineHousing*

**Outreach Efforts**

Through partnerships with nonprofit agencies, volunteer groups, and various departments within the city, cold weather operations efforts include increased outreach activities, additional day space and warming stations.

Participating Organizations:

- Greater Portland Peer Services
- Commonsplace
- Spurwink
- Greater Portland Health
- MMC-PS Learning Collaborative
- Preble Street
- First Parish Church
- The Opportunity Alliance
- Police Department
- Mobile Medical Outreach
- Milestone
- Grace Street Ministries
- Portland Health & Human Services

**Shelter Access**

Shelter Name	Population Served	Contact Information
City of Portland Family Shelter	Family	207-482-5205
City of Portland Homeless Services Center	General - Adults	207-761-2072
Milestone	General - Men	207-775-4790 x117
Preble Street - Florence House	General - Women	207-775-0026
Preble Street - Joe Kreisler Teen Shelter	Youth	207-874-1197
Through These Doors	Survivors of Domestic Violence	800-537-6066
Elena’s Way	Unsheltered men & women	207-956-6550

For information on other shelters or resources in your area, dial 2-1-1

If an Emergency, Call **911**

## Winter Emergency Response Activation and Communications Plan

<b>Activation Threshold</b>	Daily High Apparent Temperature of 20 degrees or Snow Accumulation of More Than 10 inches
<b>Alert Schedule</b>	Alert will be shared 48 hours in advance of the Winter Emergency

### Initiating Emergency Response

Activity	Agency	Contact	Email
Monitoring inclement weather events	City of Portland	Caity Hager	chager@portlandmaine.gov
Declaring/ending cold weather advisory	City of Portland	Caity Hager	chager@portlandmaine.gov

**Communications Plan:** The City of Portland Emergency Management Coordinator will send e-mail notification to the following partners at least 48 hours before the plan activation criteria are forecasted to begin

Essential Partners	Communication Method	Lead (Name/Email)
Homeless services providers	Email	will use contacts in list below
Police and fire departments	Email	Fire Chief Gatureau and Police Chief Dubois, kng@portlandmaine.gov, mdubois@portlandmaine.gov
Emergency management	Email	Cumberland County EMA, ccema_eoc@cumberlandcounty.org
Public health department	Email	Bridget Rauscher , bridget.rauscher@portlandmaine.gov
Health centers	Email	GPH, Preble Street Learning Collaborative, Portland Public Health clinic (using contacts below)
Warming center location	Email - TBD	TBD
General public	Local radio stations Press release Social media	Jessica Grondin

### Roles and Responsibilities

Activity: Shelter	Agency	Contact	Email, Phone
HSC	City of Portland	Josh Ruitto	jjr@portlandmaine.gov
Florence	Preble Street	Emma Donnelly	edonnelly@preblestreet.org 775-0026 x 1424

Emergency Warming Shelter	Greater Portland Peer Services	Ben Skillings	<a href="mailto:ben@gppsme.org">ben@gppsme.org</a> 807-0257
Milestone	Milestone	HOME Team	838-8904
Teen Shelter	Preble Street	Kiersten Mulcahy	874-1197
Elena's Way	Preble Street	Henry Myer	<a href="mailto:hmyer@preblestreet.org">hmyer@preblestreet.org</a> 615-5412
<b>Activity: Food Access</b>	<b>Agency</b>	<b>Contact</b>	<b>Email, Phone</b>
PS Food Program	Preble Street	Donna Yellen	dyellen@preblestreet.org
<b>Activity: Transportation</b>	<b>Agency</b>	<b>Contact</b>	<b>Email, Phone</b>
Home Team Van	Milestone	Joe McNally	jmcnally@milestone-recovery.org
<b>Activity: Behavioral Health Outreach</b>	<b>Agency</b>	<b>Contact</b>	<b>Email, Phone</b>
PATH	The Opportunity Alliance	Karen Turgeon	590-3379
Spurwink ACT	Spurwink	Megan DuEast	615-5875
<b>Activity: Medical Outreach</b>	<b>Agency</b>	<b>Contact</b>	<b>Email, Phone</b>
Street Medicine	Greater Portland Health	Kevin Sullivan and Anna McInerney	874-2141 <a href="mailto:Ksullivan@greaterportlandhealth.org">Ksullivan@greaterportlandhealth.org</a> <a href="mailto:Amcinerney@greaterportlandhealth.org">Amcinerney@greaterportlandhealth.org</a>
LC Outreach	Learning Collaborative	Lindsay Gammon	<a href="mailto:Lindsey.Gammon@mainehealth.org">Lindsey.Gammon@mainehealth.org</a> 661-4705
<b>Activity: Peer Support</b>	<b>Agency</b>	<b>Contact</b>	<b>Email, Phone</b>
Peer Support	Commonspace	Keith Arvanitis	773-1956
Peer Support	Greater Portland Peer Services	Ben Skillings	<a href="mailto:ben@gppsme.org">ben@gppsme.org</a> 807-0257
Peer Support	Church of Safe Injection	Jess Falero	550-7274

### Small spaces for warmth during the day

Location	Individuals Served	Agency	Contact
The Perry Center at 103 India St	All adults	Commonspace	773-1956
PATH Conference Space	Path clients/those unconnected to care	The Opportunity Alliance	409-3355

Spurwink Waiting Room	Current Spurwink clients	Spurwink		773-7811
Milestone	Shelter clients	Milestone		775-4790 x117
Bayside Clinic	GPH patients	Greater Portland Health		874-2188
Learning Collaborative	LC patients	MMC-PS		661-4705
Preble Street Outreach Office	PS clients	Preble Street		775-0026 x1880
Library	All	Portland Public Library		874-1700

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** October 13, 2023

**SUBJECT:** Reconsideration of Order 37-23/24 Declaring a State of Limited Emergency at 654 Riverside Street - Sponsored by Danielle P. West, City Manager

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

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading**

**Final  
Action**

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

**Does this item involve a new contract with the City: N/A**

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

**I. SUMMARY**

**II. AGENDA DESCRIPTION**

In response to the significant number of unsheltered individuals in the City of Portland, public health and safety hazards existing at encampments, and the imminent threat of further danger to those individuals' health and safety in the coming winter season, this order would allow the City Manager to temporarily increase the number of beds available at the City of Portland Homeless Services Center (654 Riverside Street) by 50.

At the October 2, 2023 Council meeting, a motion to approve this item failed (4-5). Subsequently, the Council voted to postpone the item indefinitely (5-4). At the request of Councilor Regina Phillips, the item has been placed on the October 16, 2023 agenda for reconsideration. (Councilor Phillips voted in the majority in opposition to the motion to approve, as required by Rule 19 for reconsideration.)

In order to reconsider, the Council must first reconsider the indefinite postponement approved on October 2, 2023, and must then reconsider the main motion. Five affirmative votes are required to allow reconsideration.

Five affirmative votes are required for passage of Order 37. In accordance with Council rules, no public comment is required in addition to the public comment received at the Council's October 2, 2023 meeting.

**III. BACKGROUND**

Background information that will not appear in the Agenda Description

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

**V. FINANCIAL IMPACT**

To increase the bed capacity in the Homeless Services Center by 50 beds for 6 months the City will need to incur an estimated additional \$568k of expenses in the current fiscal year. However, additional donations and

General Assistance reimbursement are expected to be received to support the effort and the net impact to taxpayers is estimated to be under \$32k. However, General Assistance reimbursement has been being received on a 10-12 month delay over the last year so a portion of the revenues may not be received until FY25. Any net impact in the current year is anticipated to be covered with savings from other areas so no additional appropriation is currently needed from City Council.

NOTE: If there was a need to increase the bed capacity in the Homeless Services Center by 142 beds to 350 beds for 6 months the City would need to incur an additional \$1.6M of expenses in the current fiscal year. However additional donations and General Assistance reimbursement would be expected to be received to support the effort. General Assistance reimbursement has been being received on a 10-12 month delay over the last year so the revenue may not be received until FY25.

## **VI. STAFF ANALYSIS AND BACKGROUND**

Staff Analysis that will not appear in the Agenda Description.

## **VII. RECOMMENDATION**

## **VIII. LIST ATTACHMENTS**

1. RECONSIDERATION of Order Declaring Limited Emergency 10.16.2023
2. Order Declaring Limited Emergency 10.2.23
3. Memo re\_ Limited Emergency Order 37
4. ECRT After Action Report - Fore River \_ Frederic St.
5. Fiscal Impact Note - HSC Expansion
6. Estimated Cost of HSC Increased Capacity
7. Increased Cap. of 50 Staffing Locations
8. Public Comment - Order 37

Prepared by:

Date: 10/13/2023

Order 37-23/24

Passage: FAILED 4-5 (Dion, Zarro, Trevorrow, Pelletier, Phillips opposed) on 10/2/2023

Motion to postpone indefinitely: 5-4 (Rodriguez, Ali, Trevorrow, Snyder opposed) on 10/2/2023

Motion to reconsider:

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

**CITY OF PORTLAND  
IN THE CITY COUNCIL**

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

**ORDER DECLARING A STATE OF  
LIMITED EMERGENCY AT 654 RIVERSIDE STREET**

**WHEREAS**, as the result of many factors, the City of Portland experienced an upswell in its unhoused population in 2023; and

**WHEREAS**, some of these factors include, among other things, the conclusion of federal Emergency Rental Assistance program benefits, an increase in the number of asylum-seeking individuals and families seeking assistance from the City of Portland, and a shortage of affordable housing in the City and region; and

**WHEREAS**, the new City of Portland Homeless Services Center (HSC) reached capacity within one day of its opening on March 27, 2023, with each of its 208 beds being occupied every night since; and

**WHEREAS**, this confluence of factors has resulted in an overwhelming increase in unsheltered individuals sleeping outside, in places not meant for human habitation; and

**WHEREAS**, on June 4, 2023, City staff observed 168 tents on public and private property in Portland. An increase in the number of tents in Portland has been observed nearly every week since, such that, from June 4 to September 15, the number of tents in the City increased by over 42%; and

**WHEREAS**, on September 15, 2023, more than 239 tents were observed throughout the City; and

**WHEREAS**, in 2023, the City has received many requests to address the health and safety hazards at and near encampments within the city, including requests to address trash, sanitation conditions, domestic violence, criminal conduct, sexual assaults, stabbings, theft, overdoses, and even fatalities; and

**WHEREAS**, in 2023, eight fatalities have occurred so far at encampments, including one homicide, and seven fatal overdoses; and

**WHEREAS**, on May 31, 2023, the City held the first meeting of its Encampment Crisis Response Team (ECRT), which was established to help unhoused individuals living at encampments transition to shelter or housing prior to the scheduled resolution of that encampment. An estimated 30 social services and housing nonprofits have joined the ECRT in support of its housing-focused mission; and

**WHEREAS**, the ECRT worked to transition unhoused individuals at the Fore River Parkway Trail encampment for three (3) months, coordinating the delivery of regular meals and providing restroom facilities and water, and working to find housing for all who were there; and

**WHEREAS**, costs associated with the ECRT's work at the Fore River Parkway Trail encampment included the delivery of basic services to individuals; the removal of abandoned materials and debris after the encampment's resolution, and mitigating hazards such as human waste and hypodermic needles so that the public could safely access the public trail once more; and

**WHEREAS**, ECRT work at the Fore River Trail Encampment over the summer of one-on-one contact and at the end during its clean-up in September cost the City more than \$65,000+/- for various services, which does not include staff time; and

**WHEREAS**, City staff and elected officials have received numerous expressions of concern, fear, and outrage from citizens and business owners related to the dangerous and illegal behaviors commonly observed at encampments, as well as direct threats to their personal safety and negative impact on small businesses; and

**WHEREAS**, a Homelessness Information & Listening Session was held by the City and City Council on June 13, 2023 at Ocean Gateway attending by approximately 300 people, many of whom brought questions and suggestions, and in a follow-up Frequently Asked Questions document, published responses to some of the ideas expressed, available here: <https://content.civicplus.com/api/assets/e10a1c0c-c3ed-4f90-a593-bcd0d89184b5>; and

**WHEREAS**, on June 29, 2023, the City Manager and Mayor sent a letter to Governor Janet Mills requesting help housing some of the more than 1,500 asylum seekers who had arrived at the City in 2023, many of whom are housed in the City's family homeless shelter and its Homeless Services Center, suggesting the Maine National Guard could help set up temporary facilities to come to the City's aid; and

**WHEREAS**, while state funding has been provided to the City, no specific emergency shelter or transitional housing proposals have been received to date, leaving the City on its own to figure out a solution to the encampments as the weather grows cold and the unhoused need indoor shelter to survive;

**NOW THEREFORE BE IT ORDERED**, that the Mayor and City Council of the City of Portland, do hereby declare and order that a civil state of limited emergency exists within the City of Portland at the site of its Homeless Services Center at the property located at 654 Riverside Street; and

**BE IT FURTHER ORDERED**, that, within the property contained at the Homeless Services Center, the laws and rules outlined in the Land Use Code, including, but not limited to, the Site Plan, Subdivision, and other procedures applicable to the City planning and land use application and review processes contained in Chapter 14, as well as the requirements in the Homeless Services Center Site Plan Approval and Management Plan, to the extent, among other things, that they impose limitations on the number of shelter beds, amount of time permitted for the holding of public hearings, the certification of applications, the submission of recommendations, any required or necessary voting, the taking of final actions, and the issuance of determinations, are suspended, and any such time limitations are tolled for the duration of the limited emergency established by this Order; and

**BE IT FURTHER ORDERED**, that, within the property contained at the Homeless Services Center at 654 Riverside Street the rules and laws relating to Buildings and Building Regulations (Chapter 6) and Fire Prevention and Protection (Chapter 10) are suspended for the duration of the limited emergency established by this Order; and

**BE IT FURTHER ORDERED**, that the City Manager is hereby authorized to implement an increased capacity of the HSC by an additional Fifty (50) beds, according to the schedule of the installation of beds and any other necessary facilities following consultation with the Landlord of the facility, DC Riverside LLC; and

**BE IT FURTHER ORDERED**, that this Order shall remain in effect until November 20, 2023, wherein it shall be placed on the City Council's agenda for review in order to discuss the continued need for the declaration and the additional beds at the HSC as a result of the opening of a second homeless shelter at 166 Riverside Industrial Parkway, which will house many of the present inhabitants of the Homeless Services Center at 654 Riverside Street, again following consultation with the Landlord of the facility, DC Riverside LLC; and

**BE IT FURTHER ORDERED**, that if any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect and to this end, the provisions of this Proclamation are severable.

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

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**WHEREAS**, the new City of Portland Homeless Services Center (HSC) reached capacity within one day of its opening on March 27, 2023, with each of its 208 beds being occupied every night since; and

**WHEREAS**, this confluence of factors has resulted in an overwhelming increase in unsheltered individuals sleeping outside, in places not meant for human habitation; and

**WHEREAS**, on June 4, 2023, City staff observed 168 tents on public and private property in Portland. An increase in the number of tents in Portland has been observed nearly every week since, such that, from June 4 to September 15, the number of tents in the City increased by over 42%; and

**WHEREAS**, on September 15, 2023, more than 239 tents were observed throughout the City; and

**WHEREAS**, in 2023, the City has received many requests to address the health and safety hazards at and near encampments within the city, including requests to address trash, sanitation conditions, domestic violence, criminal conduct, sexual assaults, stabbings, theft, overdoses, and even fatalities; and

**WHEREAS**, in 2023, eight fatalities have occurred so far at encampments, including one homicide, and seven fatal overdoses; and

**WHEREAS**, on May 31, 2023, the City held the first meeting of its Encampment Crisis

Response Team (ECRT), which was established to help unhoused individuals living at encampments transition to shelter or housing prior to the scheduled resolution of that encampment. An estimated 30 social services and housing nonprofits have joined the ECRT in support of its housing-focused mission; and

**WHEREAS**, the ECRT worked to transition unhoused individuals at the Fore River Parkway Trail encampment for three (3) months, coordinating the delivery of regular meals and providing restroom facilities and water, and working to find housing for all who were there; and

**WHEREAS**, costs associated with the ECRT's work at the Fore River Parkway Trail encampment included the delivery of basic services to individuals; the removal of abandoned materials and debris after the encampment's resolution, and mitigating hazards such as human waste and hypodermic needles so that the public could safely access the public trail once more; and

**WHEREAS**, ECRT work at the Fore River Trail Encampment over the summer of one-on-one contact and at the end during its clean-up in September cost the City more than \$65,000+/- for various services, which does not include staff time; and

**WHEREAS**, City staff and elected officials have received numerous expressions of concern, fear, and outrage from citizens and business owners related to the dangerous and illegal behaviors commonly observed at encampments, as well as direct threats to their personal safety and negative impact on small businesses; and

**WHEREAS**, a Homelessness Information & Listening Session was held by the City and City Council on June 13, 2023 at Ocean Gateway attending by approximately 300 people, many of whom brought questions and suggestions, and in a follow-up Frequently Asked Questions document, published responses to some of the ideas expressed, available here: <https://content.civicplus.com/api/assets/e10a1c0c-c3ed-4f90-a593-bcd0d89184b5>; and

**WHEREAS**, on June 29, 2023, the City Manager and Mayor sent a letter to Governor Janet Mills requesting help housing some of the more than 1,500 asylum seekers who had arrived at the City in 2023, many of whom are housed in the City's family homeless shelter and its Homeless Services Center, suggesting the Maine National Guard could help set up temporary facilities to come to the City's aid; and

**WHEREAS**, while state funding has been provided to the City, no specific emergency shelter or transitional housing proposals have been received to date, leaving the City on its own to figure out a solution to the encampments as the weather grows cold and the unhoused need indoor shelter to survive;

**NOW THEREFORE BE IT ORDERED**, that the Mayor and City Council of the City of Portland, do hereby declare and order that a civil state of limited emergency exists

within the City of Portland at the site of its Homeless Services Center at the property located at 654 Riverside Street; and

**BE IT FURTHER ORDERED**, that, within the property contained at the Homeless Services Center, the laws and rules outlined in the Land Use Code, including, but not limited to, the Site Plan, Subdivision, and other procedures applicable to the City planning and land use application and review processes contained in Chapter 14, as well as the requirements in the Homeless Services Center Site Plan Approval and Management Plan, to the extent, among other things, that they impose limitations on the number of shelter beds, amount of time permitted for the holding of public hearings, the certification of applications, the submission of recommendations, any required or necessary voting, the taking of final actions, and the issuance of determinations, are suspended, and any such time limitations are tolled for the duration of the limited emergency established by this Order; and

**BE IT FURTHER ORDERED**, that, within the property contained at the Homeless Services Center at 654 Riverside Street the rules and laws relating to Buildings and Building Regulations (Chapter 6) and Fire Prevention and Protection (Chapter 10) are suspended for the duration of the limited emergency established by this Order; and

**BE IT FURTHER ORDERED**, that the City Manager is hereby authorized to implement an increased capacity of the HSC by an additional Fifty (50) beds, according to the schedule of the installation of beds and any other necessary facilities following consultation with the Landlord of the facility, DC Riverside LLC; and

**BE IT FURTHER ORDERED**, that this Order shall remain in effect until November 20, 2023, wherein it shall be placed on the City Council's agenda for review in order to discuss the continued need for the declaration and the additional beds at the HSC as a result of the opening of a second homeless shelter at 166 Riverside Industrial Parkway, which will house many of the present inhabitants of the Homeless Services Center at 654 Riverside Street, again following consultation with the Landlord of the facility, DC Riverside LLC; and

**BE IT FURTHER ORDERED**, that if any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect and to this end, the provisions of this Proclamation are severable.

City of Portland | Executive Department

Danielle P. West, City Manager

To: Mayor Snyder and Members of the Portland City Council

From: Danielle P. West, City Manager

Date: September 29, 2023

Re: Limited Emergency Order 37-23/24



As requested by the City Council at its September 26, 2023 workshop held to consider this emergency order proposal, this memo provides additional information related to Homeless Services Center (HSC) and Encampment Crisis Response Team (ECRT) operations, among other administrative processes and programs. Materials on the City’s response to this crisis, and steps taken to date can be found [here](#). Additional information regarding the City’s work to prevent homelessness can be found [here](#).

#### A. Homeless Services Center (HSC)

At the workshop, the Council asked about the definition of a low-barrier shelter. Pursuant to Maine State Housing Authority (MaineHousing) rules, a low-barrier shelter is defined as an “[e]mergency [s]helter that does not require any of the following for a client to stay at the shelter: (i) criminal background checks, (ii) credit checks or income verification, (iii) program participation, (iv) sobriety, or (v) identification. Low Barrier Shelters may, however, enforce safety requirements for self, staff, place, and others.” (99-346 Chapter 19).

The HSC is considered a low-barrier shelter, going well beyond the criteria established by MaineHousing by providing 24/7 access; offering services focused on breaking the homelessness cycle through securing long-term housing; direct access to harm reduction services and connections to recovery programs; providing secure storage; treating guests with dignity and respect; providing safety and security through de-escalation; being staffed by highly-trained, culturally-competent employees; and providing onsite physical and mental healthcare.

In fact, after a tour of the HSC on August 1, 2023, the United States Department of Housing and Urban Development (HUD) Regional Administrator, Juana Matias, shared her impressions of the facility via email:

*“What a great facility – clean, well designed, spacious, highly functional – the attention to detail was remarkable. Equally impressive were some of the operational and administrative protocols you have incorporated – the early check in procedures, the abundance of shuttle service, the privacy afforded clients, and the storage opportunities are all best practices that should be shared with other shelters and service providers. Oh, and the inclusivity and cultural competence on your team, wow, you should be so proud of that.”*

Next, a question was asked about the in-take process at the HSC. Staff will be present at the 10/2 Council meeting to discuss the process in detail. It is also important to note that the process will be tweaked as part of the ECRT process in order to better serve the individuals at the Marginal Way encampment by conducting it on-site at the encampment.

Third, questions were asked about factors that contribute to unsheltered individuals' reluctance to access the HSC. As highlighted in the ECRT After-Action Report (attached hereto), City staff have addressed or are in the process of addressing many of these so-called "barriers." Specific changes include:

- Conducting the guest intake process and paperwork at encampments;
- Enhancing foster pet resources for unsheltered individuals with pets;
- Establishing a later curfew; and
- Increasing storage capacity for personal belongings.

Lastly, a question was asked about the staffing needed at the HSC as a result of the addition of shelter beds. A 50-bed increase would require the addition of 11 new HSC staff. This would consist of 10 shelter attendants for both day and night coverage, and one Human Service Counselor to assist clients with housing navigation.

The hiring and training of new staff typically takes up to four weeks. All new shelter attendants receive significant individualized attention and supervision for at least their first month of employment. Human Service Counselors go through three-to-four weeks of more intensive training. Staff will work diligently to ensure that this process is completed in a timely manner in order to accommodate the increase in beds at the HSC.

#### **B. Winter 2023-2024 Warming Shelter Plan**

A communication on this plan is scheduled for the October 16, 2023 Council meeting. At that time, City staff will describe the outcome of the extensive work that has been conducted to date with local service providers, and the plan for temporary emergency shelter options during hazardous weather conditions in the coming winter season.

#### **C. Increased Investment in City of Portland Outreach Workers and Mobile Medical Unit (MMO)**

Two outreach workers were included as part of the approved FY24 budget. An additional two outreach workers will be hired through the use of existing funds, and we hope to have the positions filled and staff trained by November 2023.

Additionally, we are working to bring back an appropriation order in November for action by the Council, which would add at least one position to the MMO team.

#### **D. Enforcement Strategy at Encampments**

The Police Department (PD) plans to address safety concerns within encampments through the assignment of dedicated resources and special enforcement details and by addressing obvious criminal activity including, but not limited to, the open use of drugs and alcohol, assaults, and human trafficking. A secondary goal will be to identify stolen property and return it to their owners.

The PD's directed patrol detail (which consists of a supervisor and an officer) will expand their work from 12:00 PM to 8:00 PM to 12:00 PM to 12:00 AM. They will focus specifically on Harbor View Park and Marginal Way.

Additionally, the PD's Crime Reduction Unit (CRU) will be used to conduct the specialized details, targeting drug dealers and those engaged in human trafficking.

The Department's Crime Analyst will also track recent thefts and share a list of items with patrol officers so that they are better prepared to identify and recover recently stolen items.

Finally, Chief Dubois will continue to meet with the District Attorney and Sheriff to discuss this situation and any modifications of their applicable policies that may be necessary to address these specific cases.

#### **E. Properties Explored as Potential Emergency Shelter or Sanctioned Encampment Locations**

To date City staff have evaluated multiple properties to increase emergency shelter capacity, or for the establishment of a sanctioned encampment. These properties include:

##### **1) For Sanctioned Encampments:**

- Angelo's Acre
  - This lot provides a valuable affordable parking option for members of the public, generating approximately \$70K in annual revenue for the City. It also provides snow ban parking for residents.
  - There are concerns with the stability of the property's rear retaining wall that make this property potentially unsuitable for an encampment.
  - The continued impact on the abutting businesses and residents were causes for concern.
- Somerset/Chestnut Lot
  - This property is used by the City as a snow dump; if a new location was needed for a snow dump, it will require an additional expenditure.
  - The continued impact on the abutting businesses and residents were causes for concern.

- County Way/Westfield
  - Given the proximity to the Fore River encampment, there are concerns regarding the continued impact to this neighborhood.
- Marginal Way Parking Lot (abutting Miss Portland Diner)
  - The small size of this lot and its continued impact on the abutting businesses and residents were causes for concern.
- Homeless Services Center (HSC)
  - Impact on abutting businesses and residents; proximity to open space, trails, and the other shelter residents; and infrastructure required were causes for concern.

**2) Properties With Facilities That Could Potentially House Asylum Seekers and/or the Circumstantially Unhoused:**

- Baxter School for the Deaf
  - Privately-owned facility, on State-owned property. Due to the deteriorated state of property it was deemed unsuitable by the property owner.
- USM Law School
  - Property owner concerns regarding use and impact.
- Long Creek
  - Property owner concerns regarding use and impact.
- Cambridge Street
  - Currently used for materials storage. Concerns about access and transportation for individuals, as well as neighborhood impact.
- Union Branch Line
  - Layout may pose emergency access challenges. Concern about impact on Deering Oaks Park and its users.
- Mercy Hospital Property (South Side of Fore River)
  - Private property.
  - Continued impact on the property users, abutting businesses, and residents in the area were causes for concern.
- Barron Center
  - Licensing concerns.
  - Vulnerable population located at this Long Term Care Facility.

- Significant need in the community for long term care beds – partnerships are being reviewed wherein buildings on the campus could be used to address the significant need.
- Buildings would need significant investment to be suitable as a housing option for the circumstantially unhoused.

In sum, most of the above locations were determined not to be feasible options due to potentially hazardous site conditions for guests, funding restrictions, property owner reluctance, insurance restrictions, zoning issues, and more.

Furthermore, establishing a new, City-managed emergency shelter or sanctioned encampment location would require a significant investment in terms of staffing, training, security, meals, lavatories, showers, and harm reduction services.

#### **F. MaineHousing Program**

The program is based on a Housing First approach and includes the following components:

- A team of providers collaborating to provide Housing Navigation and Stability Workers who are all trained together on the same approach, utilizing best practice as defined by HUD. These workers would assist folks in finding housing and provide a year’s stability services to help them retain the housing.
- An organization providing one FTE who would focus on landlord engagement and identifying available units.
- An array of landlord incentives such as sign-on bonuses, security deposits, etc.
- Some flexible funding to assist individuals with alternative housing plans (transportation expenses to stay with family, etc.)
- Some rental assistance in the form of Section 8 and other vouchers.

MaineHousing would fund up to 2/3 of the cost of this program model using funding from the State. This program is expected to be further developed in mid-October by MaineHousing and HUD technical assistants; an implementation timeline will largely depend on how quickly the necessary staff can be hired.

Additionally, MaineHousing has indicated that if anyone (including the City) is looking to expand the number of shelter beds during the winter months, an RFP for projects that add shelter capacity from 11/15/23 – 4/30/24 can be found on the MaineHousing website ([www.mainehousing.org/about/rfp](http://www.mainehousing.org/about/rfp)).



# Encampment Crisis Response Team Fore-River / Frederic St.

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After-Action Report

September 22, 2023

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## Executive Summary

The Encampment Crisis Response Team (ECRT) was established to help transition unhoused individuals living at encampments into shelter or housing before the scheduled resolution of an encampment. The creation of this team was guided by best practices and technical assistance from staff at the Corporation for Supportive Housing in coordination with the U.S. Department of Housing & Urban Development.

The ECRT held its first meeting on May 31, 2023, which was attended by representatives from approximately 30 nonprofit social service and housing organizations, and led by City of Portland staff from various departments. Engagement with unhoused individuals at the Fore River encampment began June 7, 2023.

Over the course of the next 14 weeks, the ECRT worked to build trust, meet basic needs, and transition unhoused individuals at Fore River to shelter and housing. Portable restroom facilities, a trash dumpster, and water lines were temporarily installed to address sanitation issues, and meals were regularly delivered. When beds at the Homeless Services Center (HSC) became available, individuals at the encampment were the first to be offered access to those beds. Between the end of June and September 6, a total of 180 shelter beds were offered.

Over the course of the ECRT activation, 18 individuals (or 25% of the population) moved into shelter or housing. While ECRT members are disappointed with that outcome, we believe the process has helped highlight strategic weaknesses for us to address going forward, as well as strengths for us to capitalize on.

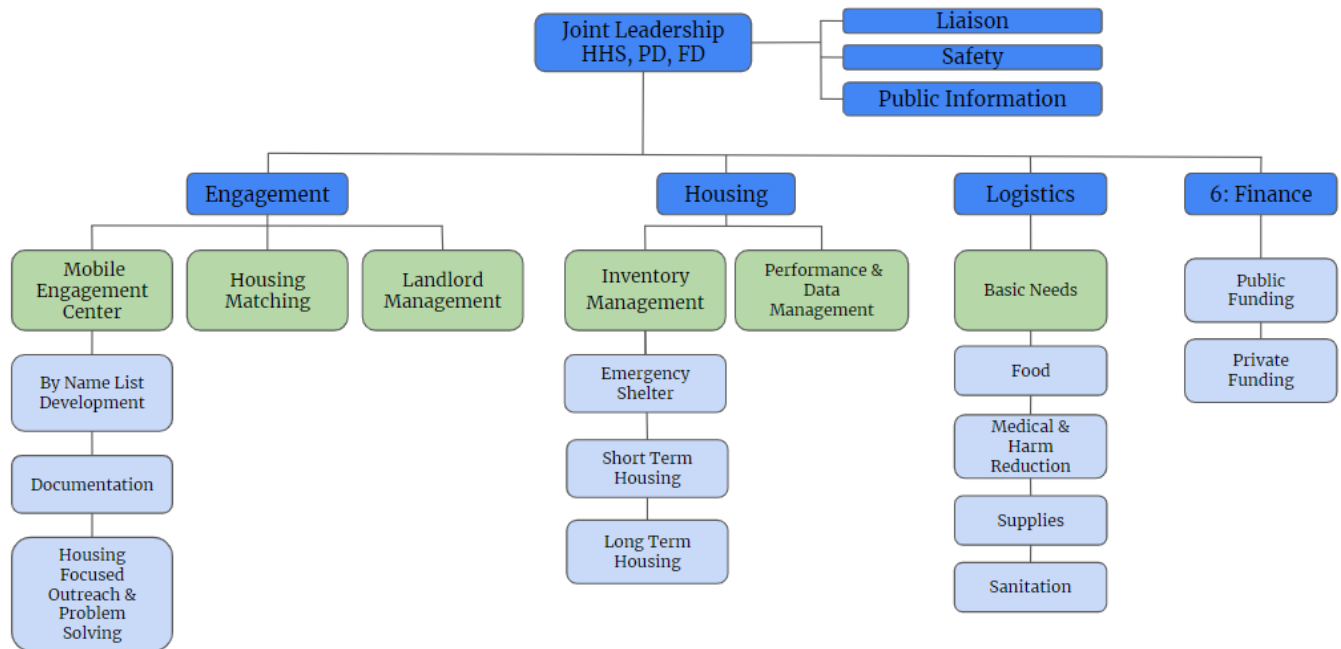
Based on our evaluation of those strengths and weaknesses, the ECRT plans to make deliberate adjustments to its operations at other encampments that have been identified as hazardous. These changes include:

- Introducing new efficiencies to the ECRT structure to streamline communications and focus resources;
- Reducing barriers to individuals' willingness to accept beds at the HSC;
- Improved marketing of HSC, its amenities, and its guidelines to potential guests;
- Employing per diem outreach staff to control quality of outreach to unhoused individuals;
- Improve communications both internally and externally, recommendation to create a communications group for developing; agendas, minutes, public information, council updates, signage and flyers for the encampment, etc.
- Consider consolidating sections or groups to avoid duplication and overlap of responsibilities and will reduce the amount of meetings;
- Setting real expectations around what the resolution process looks like both verbally and written

## Emergency Operations Center / NIMS Structure

The City established an Emergency Operations Center (EOC) for dealing with this particular encampment very similar to what we did during the Covid pandemic and the asylum seekers at the Expo. This is a best practice model which uses an Incident Command System (ICS) & National Incident Management System (NIMS) approach allowing for all levels of government, nonprofits and the private sector to work together to recover from the effects of an incident. This type of structure ensures that incidents are properly managed and communications are effectively coordinated during an incident. Regular briefings were held three to four times weekly that included an Incident Action Plan (IAP), which we used as our playbook. Please see the organizational chart below.

### Encampment Crisis Response Team



The first large group meeting for the ECRT was on May 31, 2023 and several of the smaller groups had their initial meetings on June 7, 2023 and began meeting regularly soon thereafter.

Name of Group	Number of Meetings	Time period
ECRT Leadership	52	5/31/23 - 9/8/23
Mobile Engagement Center (MEC)	7	6/7/23 - 9/8/23
Inventory Management	11	6/7/23 - 9/8/23
BNL / Case Conferencing	19	6/15/23 - 9/8/23
Basic Needs	16	6/7/23 - 9/1/23
Large Group	3	5/31/23 - 8/10/23

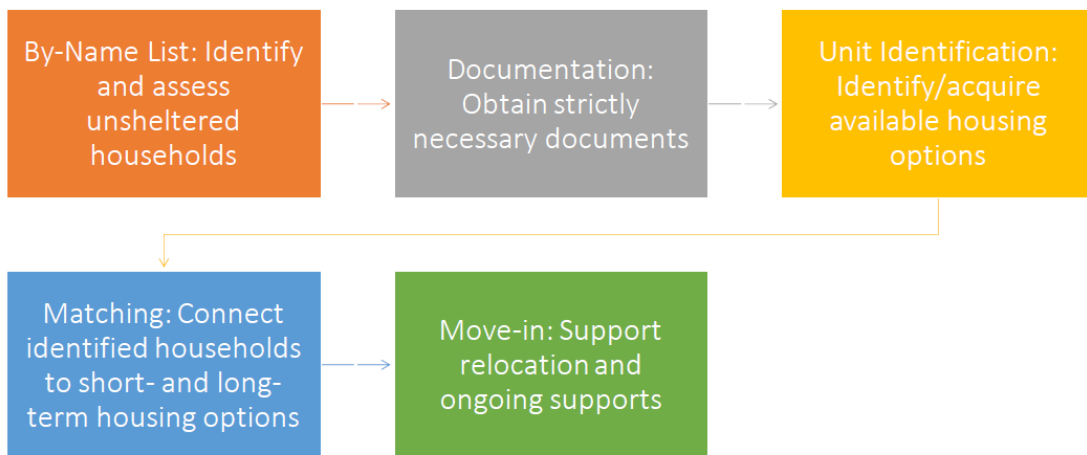
- ECRT Leadership has met weekly with HUD Technical Assistance since July 10, 2023 after and in addition to several other meetings together. HUD Technical Assistance made their first site visit to Portland on May 30, 2023
- The Mobile Engagement Center held a Grounding Session on Authentically Collaborating with People with Lived Experience of Homelessness on July 19th, 2023 that was provided by HUD Technical Assistance
- The Housing Inventory Management group organized four housing fairs that occurred weekly starting on August 10, 2023
- The Performance and Data Management group was a small group that met on an as-needed basis (See: Section 6 for additional information)
- The following groups held debriefing sessions the week of September 11, 2023: ECRT Leadership with HUD Technical Assistance, Mobile Engagement Center, Inventory Management, Basic Needs

## Technical Assistance Team Resource

Corporation for Supportive Housing had been assigned by HUD to provide technical assistance to Portland to support the development of housing solutions for people experiencing unsheltered homelessness.

- Tashmia Bryant, Senior Program Manager
- Hannah Roberts, Senior Program Manager

## Creating a Housing-Focused Effort



## Calls for Service for Police & Fire

### **FREDERIC STREET/FORE RIVER PARKWAY ENCAMPMENT** **(1/2023-9/6/2023)**

**CALLS FOR SERVICE:cas**

**2022 total CFS: 70**

**2023 YTD CFS: 158**

<b>Police</b>	<b>2022</b>	<b>2023</b>
APR	2	17
MAY	6	37
JUN	6	31
JUL	1	30
AUG	11	39
<b>Fire</b>	<b>2022</b>	<b>2023</b>
Jan. 1-Sept 6	142	258

#### **Notable Calls:**

23-002992 Homicide of Nicholas Gardner

23-025050 Weapons Possession (Male chased employee with a crowbar and gas can)

\*Important to note that calls for the businesses at 17 Westfield rose significantly during the time of the encampment. There were 9 calls in 2022 from Jan-Sept and 36 for the same period in 2023. Mostly burglaries to the businesses, people refusing to leave, and disturbances directly related to the encampment.

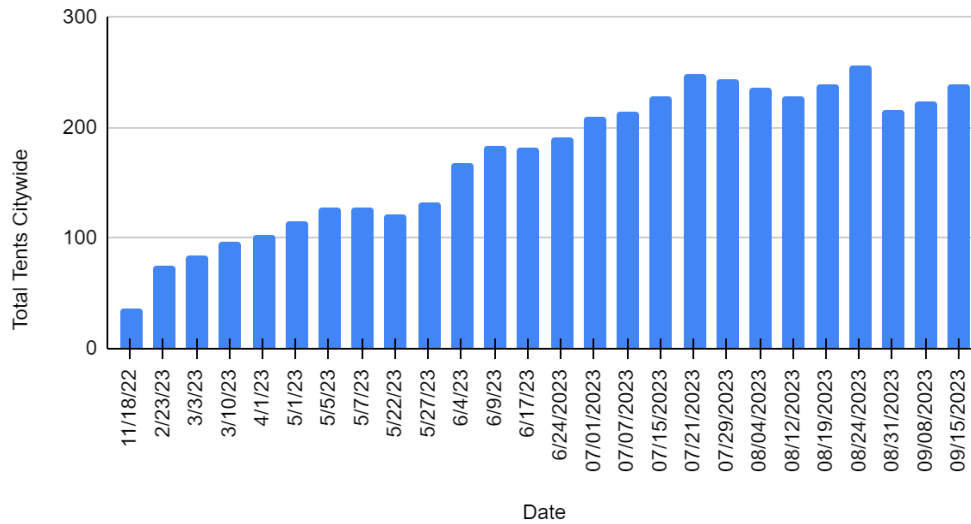
#### **Overdoses:**

- 13 Overdoses on trail or in parking lot in 2023
- Zero Overdoses in 2022

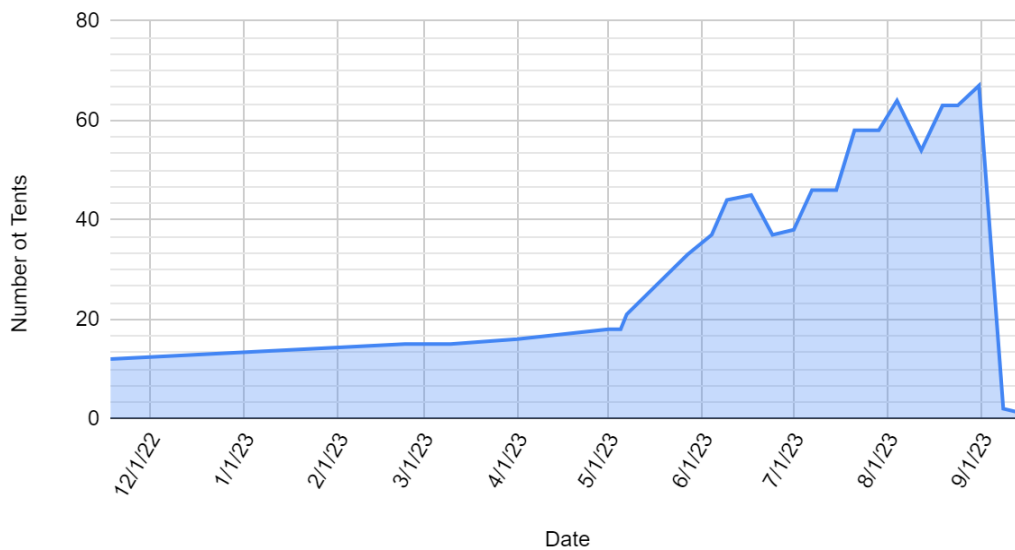
## Tents

This data is collected weekly with information observed by Park Rangers

Total Tents Citywide vs. Date



Tents at Frederic St Fore River Parkway vs. Date

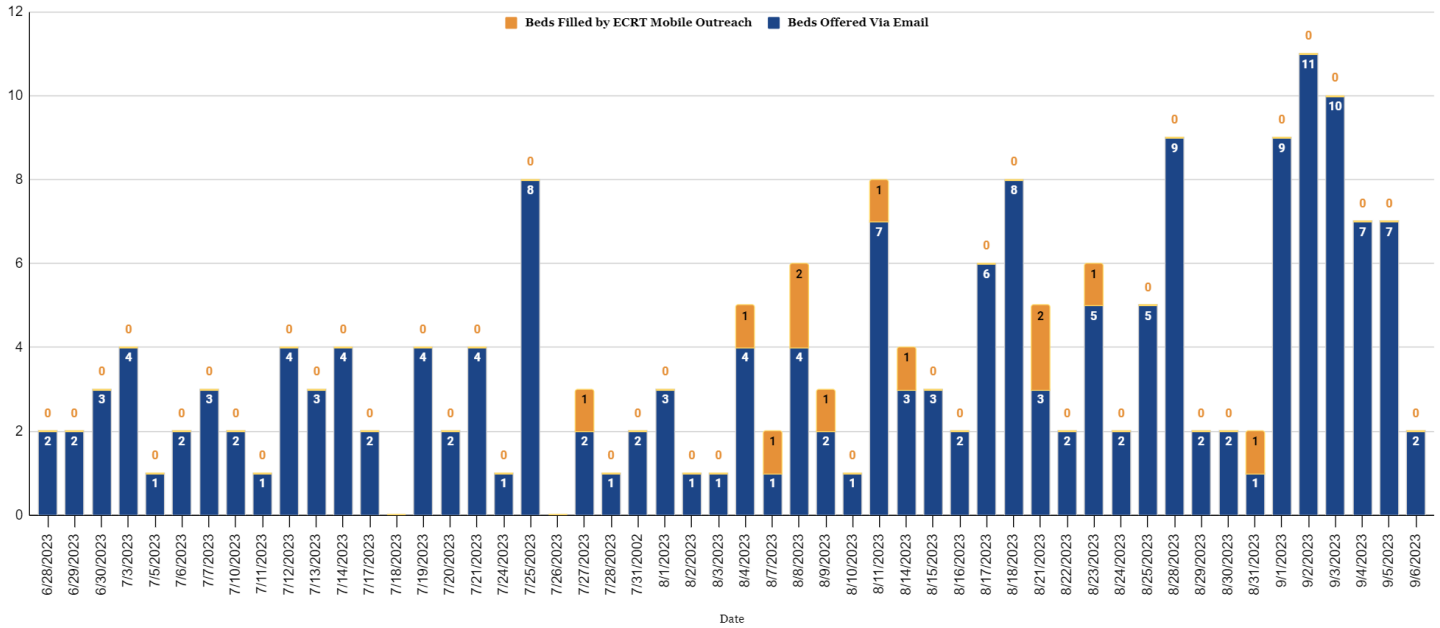


- The maximum number of tents at the Frederic St / Fore River Encampment was 67 tents on August 31, 2023

## Homeless Services Center (HSC) Bed Data

From June 28th to Sept 6th, 2023 the HSC served 352 unique individuals (239 men and 113 women). During the same time period, 180 total beds were offered to ECRT mobile outreach as shown on the graph below.

Total HSC Beds Available and Total Beds Offered to ECRT Mobile Outreach (via email)



## Management Objectives

- To find temporary or permanent housing for the homeless / unsheltered population at the identified encampment.
- Ensure coordinated, timely and accurate release of public information.
- Foster and maintain communication & relationships with all community partners and stakeholders.
- Maintain public safety and public health throughout the City by mitigating campsites.
- Maintain fiscal accountability and keep costs commensurate with values at risk.

## Control Objectives

- The ECRT will meet as a large group for updates and group planning on an as needed basis.
- The ECRT will develop a process for collecting, forecasting, and sharing emergency shelter bed availability.
- The ECRT will install temporary porta potties, dumpster, needle collection box, and potable water near the encampment for the time period that the ECRT is working at the encampment.
- The ECRT will create a schedule of who is providing outreach services to the encampment with the goal of having outreach workers on site when HSC bed availability information is shared.
- The ECRT will create a By Name List (BNL) of the individuals in the encampment that is a living document kept in the Homeless Management Information System (HMIS) to be used by workers who have signed onto a shared data agreement.
- The BNL will be kept up to date and used for case conferencing to address individual housing needs.
- The ECRT will determine a date for resolving the encampment that is based on known shelter availability and balances the needs of City partners and constituencies.
- The ECRT will incorporate people with lived experience into the work of the ECRT after determining the details of providing compensation and hosting a training for ECRT members on authentic collaboration with people with lived experience.
- The ECRT will provide updates to City leadership and City Council.
- The ECRT will convene a Finance Group by the week of July 10, 2023.
- The ECRT will work to address gaps in food delivery by seeking volunteers to assist with food delivery to the encampment.
- The City will resume the enforcement of City Code after a period of intensive outreach offering housing options to people living in the encampment and restore the area to its intended use.

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## Section 1: Mobile Engagement Center

### Goal / Objective

To ensure that the unsheltered households are known and assessed. Develop a By-Name-List (BNL) through engagement, documentation and taking a housing-focused outreach approach for problem solving.

### Participants

City of Portland (Fire Department, Health and Human Services (Social Services & Public Health)), Community Housing of Maine, Greater Portland Health, HUD Technical Assistance, Preble Street, The Opportunity Alliance (PATH)

### Key Findings

**Strength 1:** The Mobile Engagement Center (MEC) created an outreach schedule of when seven different teams or individuals provide outreach services to the encampment with the majority of outreach activities on site during the time that HSC bed availability is shared. This outreach schedule was shared among MEC and Basic Needs group members. Outreach provided by MEC members helped build the By Name List (BNL).

**Strength 2:** The City's Mobile Medical Outreach (MMO) team provided outreach at the encampment and began delivering lunch three days a week. The consistent schedule of when MMO would be at the encampment and the assistance with food delivery were successes. MMO is a group of paramedics that provide medical care to the City's homeless population and connect people with additional resources.

**Strength 3:** Communication among MEC members and from the Engagement Section Chief to group members was a strength. Meeting agendas and minutes were a strength that should be replicated for all groups of the ECRT. The MEC established daily communication around shelter bed availability and regular emails fostered good group communication.

**Identified Gap 1:** There are not enough outreach workers in the community to dedicate to the amount of outreach desired by the ECRT. Because the City does not have dedicated outreach workers, City staff relied on non-profit outreach workers to conduct outreach efforts as part of the ECRT process. Asking the current outreach workers to do ECRT work in addition to their regular work was untenable and led to some communication breakdowns. This led to a delay in realizing shelter and housing placements. When HSC staff spent time doing outreach, the team started to see success with shelter placements. The ECRT effort needs more individuals to focus on the ECRT work (outreach workers, case managers, housing navigation).

**Identified Gap 2:** Some operating procedures act as barriers to unhoused individuals' being willing to accept shelter beds; these are listed below. (Operating changes that City staff have made or plan to make are in blue.) In addition, the ECRT plans to improve shelter marketing efforts to dispel misinformation about the shelter.

- Curfew of 6pm is too early;
- Limited storage available for personal belongings;
- Overnight lighting in HSC is uncomfortable;
- Pets are not permitted (other than service animals);
- Couples cannot sleep together in the same room;
- The timeframe of sharing bed availability to an individual needing to decide to go to the HSC today is too short,
- Requiring the completion of paperwork at 39 Forest prior to intake at HSC creates an uncomfortable waiting period;
- HSC rules and policies are unclear.

**Identified Gap 3:** Incorporate people with lived experience of homelessness into the work of the ECRT. The ECRT Leadership identified a process and funding to compensate people with lived experience and held a grounding session for ECRT members at the request of the MEC group members on authentically collaborating with people with lived experience of homelessness provided by HUD Technical Assistance held on July 29, 2023. Outreach workers reported knowing people living in the encampment that were interested in attending MEC meetings. The Mobile Engagement Section Chief was ready to hold meetings with an in-person option (as opposed to virtual only). While the goal was not met, the ECRT is set up to do this once people are ready and offered meeting invitations.

**Identified Gap 4:** The work of the MEC ended up being different from the vision that was initially set. While MEC members helped build the By Name List (BNL), the work of case conferencing on the BNL was more effectively administered in a different group due to limited access and permission levels of members in the MEC. MEC members suggested that the work of the MEC could be combined with Basic Needs and had recommendations to reduce the number of meetings for workers engaged in case conferencing. Gaps from the Basic Needs group were addressed in the MEC group.

### *Analysis*

The work of the Mobile Engagement Center (MEC) ended up being slightly different from the original design of the group within the ECRT. The By Name List (BNL) function of the group became a separate group (see next section) and the MEC group met to troubleshoot issues the BNL and Basic Needs groups were facing and to support outreach workers. This group was successful in helping to create the BNL, creating an outreach schedule, enhancing communication between outreach workers and filling in some gaps. The MEC also discussed barriers that individuals had in wanting to go to the HSC and brought issues to the ECRT Leadership that worked to address some of the barriers such as offering tours and adjusting the curfew. During the debriefing meeting, MEC group members had additional ideas for working on a communication plan for outreach workers to use that explains the process for moving into the HSC so that everyone had the same information to share with people in the encampment about what to expect as they move from the encampment to the HSC.

The ECRT should consider restructuring this group as it has overlap with the BNL / Case Conferencing and Basic Needs groups. It is helpful for partners to meet to schedule outreach, address barriers, and troubleshoot outreach challenges; this work should continue in future ECRT efforts, even if it happens in a different structure. Forecasted bed availability at the HSC in November 2023 with the opening of a new emergency shelter in Portland will be an opportunity to move a large number of people from encampments into the HSC and a forum for outreach workers and the City to work on strategies for marketing the HSC to individuals in the encampment will be important.

## Section 2: By Name List / Case Conferencing

### Goal / Objective

Identify all people staying in the target encampment, assess basic factors (i.e. interest in shelter), and meet regularly to coordinate services across providers and reduce duplication

### Participants

City of Portland (Health & Human Services (Social Services & Public Health)), Greater Portland Health, HUD Technical Assistance, Preble Street, The Opportunity Alliance (PATH),

### Key Findings

**Strength 1:** Creating a By Name List (BNL) and getting a group together regularly to case conference was a success. The BNL includes a field for housing and/or shelter goals and barriers and is used during case conferencing to match individuals to available housing or shelter resources.

**Strength 2:** The ECRT created a structure for community organizations to connect and collaborate with each other and share caseloads for individuals living in the encampment. The team approach to the ECRT has been helpful to outreach workers.

**Strength 3:** The BNL for the ECRT is a lower barrier list that is a starting point for outreach workers to discuss the needs of people living in an encampment that did not exist before the work of the ECRT. This process started discussions of the pathway to Coordinated Entry, where individuals are matched with housing resources based on a formal prioritization. While Coordinated Entry requires a more formal assessment, the BNL for the ECRT enables outreach workers to meet individuals where they are at and begin relationship building while also collecting data.

**Identified Gap 1:** There are not enough housing options available to people living in the encampment. This group needs more housing options to make case conferencing more productive.

**Identified Gap 2:** There are not enough outreach workers and case managers for current outreach workers to participate on the BNL and Coordinated Entry in addition to the work they have outside of the ECRT. Additional staff dedicated to the work of the ECRT are needed to get to the desired level of housing focused outreach.

**Identified Gap 3:** There are concerns that people who are living in the encampment have a distrust with the homeless service system that has led to some individuals asking to be removed from the BNL.

**Identified Gap 4:** Continued improvements are needed to ensure the By Name List and HUB 2 Coordinated Entry list work in partnership to ensure individuals have access to all housing options. Work to modify reports and capture data in the Homeless Management Information System (HMIS) to improve the use of this data to connect people with housing. It took time

to build the BNL and develop the new system. The process requires additional meetings (three per week for some outreach workers - two for ECRT and one for HUB2) and additional time to complete documentation to enter data into HMIS.

### *Analysis*

Having a By Name List (BNL) of individuals living in the encampment and knowing their housing and/or shelter preferences is essential to the work of the ECRT. There was not a process or database for having a BNL prior to the work of the ECRT and it took some time to make high level technical changes and set up the BNL with improvements to the Homeless Management Information System (HMIS) - see Section 5: Performance and Data Management for additional information. Once the foundational work was completed, outreach workers were able to begin meeting for case conferencing to work together on housing strategies for individuals on the BNL. Case conferencing for this encampment began on June 30, 2023 with an initial 24 individuals on the BNL. The BNL also provides important data that can be used to inform other work ECRT and provide more information about the unique needs of the population that the ECRT is serving. When the BNL is updated in real time, it can allow for quicker housing or shelter placements for individuals in the encampment and leads to a more efficient process for resource allocation in the community.

The members of the BNL / Case Conferencing group found the process to be helpful for sharing caseloads and getting together to discuss cases. Group members also felt that working on the BNL and attending several more meetings for the ECRT was a lot of additional work on top of what they were already doing prior to the establishment of ECRT. Case conferencing would be more productive if there were additional housing options provided from the Inventory Management group. Additional outreach workers working on the BNL would help make this work more manageable. Re-examining the frequency of case conferencing meetings and seeking additional outreach workers would make future ECRT efforts more successful.

## Section 3: Housing Matching

### Goal / Objective

Connects households to available housing options (including housing problem solving/diversion, services, shelter, Rapid Rehousing (RRH), Permanent Supportive Housing (PSH), etc.) using an agreed upon prioritization process.

### *Analysis*

The Housing Matching group and functions were combined with the Inventory Management and BNL / Case Conferencing groups. A small group of individuals that signed up for the Housing Matching group were also signed up to work on the other groups. As the work of the ECRT developed, the work of matching people to available housing options was happening in the BNL / Case Conferencing meetings.

## Section 4: Inventory Management

### Goal / Objective

Ensures that all available short and long term housing options are known and available.

### Participants

City of Portland (Social Services), Community Housing of Maine, Portland Housing Authority, Preble Street, HUD Technical Assistance, United Way of Southern Maine

### Key Findings

**Strength 1:** Housing fairs at the encampment provided opportunities for individuals to fill out necessary paperwork and applications on site. Weekly fairs started on August 10, 2023 and were attended by a total of 35 people living in the encampment (four housing fairs were held at this encampment). This was a way that several people were able to get reinstated on waitlists and an opportunity for some to quickly have vouchers approved. Funding would help make them more robust. There are ideas for enhancing what is offered at these events to bring more resource options directly into the encampment.

**Strength 2:** The ECRT created inventory surveys and spreadsheets to forecast emergency shelter availability to be shared with ECRT group members to try to create more advanced notice for outreach workers to use to communicate with individuals in the encampment. This is also an area for improvement because it could be further improved by having data from other shelters.

**Strength 3:** Engaging with long term housing providers such as Portland Housing Authority (PHA) was a strength of the ECRT. Working closely with PHA and using the By Name List (BNL), the ECRT was able to identify people living in the encampment that were on PHA's waitlist and were able to get the people reinstated and keep their spot on the waitlist. PHA's participation in the housing fairs also provided an opportunity for attendees to take immediate action with the housing provider. Working with additional long term housing providers in this way would make the work of the ECRT even more successful.

**Identified Gap 1:** Need more housing options for this population. Increase the amount of rental subsidies available. There are not enough subsidies for the population that is eligible and there are even less available for people who are currently without housing. Need state level policy change to create more subsidies and to encourage property management companies to accept vouchers from individuals with complex histories.

**Identified Gap 2:** Increase housing navigation services specifically for populations who have barriers due to their interactions with the justice system and/or those that have barriers due to homelessness and eviction history. Housing navigation is incredibly complex and challenging for individuals to navigate, especially when they are in crisis. The current system only really provides housing navigation support to people staying at an emergency shelter or in short-term housing (not provided directly from encampments).

**Identified Gap 3:** There is not a streamlined single application process with management companies that allow individuals to complete one application for multiple properties in a management company's portfolio. People looking for housing frequently need to fill out multiple applications for each property management company.

**Identified Gap 4:** Not enough emergency shelters. Increase the amount of emergency shelter beds available. Bring the community together and talk more about additional emergency shelter options. Also increase temporary room availability where General Assistance could be available (i.e. motels). This may be a topic for discussion at the policy level with the City Council.

### *Analysis*

The Housing Inventory Management group created a way to forecast and share emergency shelter beds, engaged long term housing providers, and held housing fairs in the encampment. There is a need for more housing inventory options for individuals living in encampments and more workers to help individuals navigate the complex housing system. Many of the improvements needed around housing inventory are beyond the scope of any municipality and need to be addressed at the state level. The City of Portland lacks leverage for many of the issues and barriers related to having more housing options for people living in encampments. Group members felt that this group would be most effective with heavy involvement and leadership from MaineHousing.

## Section 5: Landlord Management

### Goal / Objective

Develops a landlord engagement strategy and resources and cultivates relationships with landlords.

### *Analysis*

This group did not meet as originally planned. ECRT Leadership met with the Southern Maine Landlord Association about the work of the ECRT. Southern Maine Landlord Association leadership shared that there was very low rental housing inventory and that they are currently engaging with the Quality Housing Coalition's Project HOME. This is certainly an area for improvement moving forward and is directly tied to the lack of inventory mentioned in this report.

## Section 6: Performance and Data Management

### Goal / Objective:

Develop internal and external dashboards and reports to track progress and outstanding needs.

### Participants

City of Portland (Social Services), MaineHousing, HUD Technical Assistance, United Way of Southern Maine (HUB 2)

### Analysis

This group was led by the HUD Technical assistance team and focused on high level and technical aspects of improving data collection in the Homeless Management Information System (HMIS) that would further the goals of the ECRT. Enhancements were made in HMIS to create additional fields in the database related to encampments. The group also established a privacy policy that permitted data collection so that outreach workers were using a shared data platform for the BNL / Case Conferencing group work. The work of this group was essential to advancing the capabilities of the ECRT and should continue to be a part of ECRT efforts.

## Section 7: Basic Needs and Logistics

### Goal / Objective

Address the safety and immediate needs of unsheltered households. Providing food, medical, harm reduction, sanitation and supplies.

### Participants

City of Portland (Parks, Recreation & Facilities, Public Health), CommonSpace, Greater Portland Health, Greater Portland Peer Services, Preble Street, The Opportunity Alliance (PATH), Through These Doors

### Key Findings

**Strength 1:** Providing the basic needs of porta potties, trash removal, water, food, and harm reduction services for the individuals at the encampment (See Annex C for photos of water, dumpster, and sharps container). This would not have been possible without the partnership with Avesta. The City managed this partnership; making several changes throughout the time period (placement of basic needs, water, parking and theft concerns). Although providing water was considered a huge success, it was noted that we should consider ideas for privacy while the people in the encampment utilize the water for washing or bathing. In addition it was noted that handwashing stations would be extremely beneficial for hygiene purposes in the encampment.

**Strength 2:** Regular meetings with the Basic Needs group greatly improved communications between social service providers in the community and the City. The ECRT has helped bring groups together to work on a complex issue. This was the first time that collaboration with city departments and outreach providers focused on providing basic needs together.

**Strength 3:** Harm reduction services on site where exchange staff were able to do exchanges at the encampment as well as collect syringes was a strength. People living in the encampment were engaged in picking up syringes. Exchange staff had good success with meeting people who had collected syringes and noted that there were some people returning them with no intention of exchanging. City picked up over 14,000 syringes in 2 months and collected over 3,000 in the large container. Many full sharps containers that people had on Sept 6th probably held 5,000 more.

**Identified Gap 1:** There was not enough food and not enough staff to deliver the food. The amount of food and timing of delivery was unpredictable for the people depending on it. The City's Mobile Medical Outreach (MMO) transitioned to delivering lunch three days a week starting the week of August 14th, 2023, which was a success. The Outreach Collaborative delivered food for other meals, 11 shifts per week. Having reliable food delivery on a set schedule would be best. If outreach workers were able to spend less time delivering food, they could spend more time on housing-focused outreach. City staff explored options for using volunteers through the United Way of Southern Maine, but the model did not work because it still required more on-site paid staff time than was available.

**Identified Gap 2:** Communications with people living in the encampment needed to be improved. Communication goals and strategies were not shared well between ECRT Leadership and ECRT group members and that impacted the communication to people living in the encampment. There was no way of city leadership confirming whether accurate or any information was delivered to the people in the encampment. Agencies, non-profits, and community partners working under city leadership in this EOC structure were identified as a challenge especially when delivering accurate and timely information to the encampment.

**Identified Gap 3:** People living in encampments have unique and complex health needs that are not being met. A health subgroup led by Greater Portland Health began meeting on August 15, 2023 and identified the need for additional prevention strategies and communication to address the risk of Hepatitis A in the encampment. The subgroup should continue meeting a focus on the unique needs of the population living in the encampment.

### *Analysis*

Providing the basic needs of porta potties, trash removal, syringe disposal, drinking water, and food was important for the people living in the encampment. Through a partnership with Avesta Housing who owned property near the entrance to the trail where the encampment was located, the City of Portland was able to provide these services (food was provided by Preble Street) during the work of the ECRT (for costs see: Section 10 - Finance). The City maintained these services throughout the work of the ECRT and managed challenges that arose; the City relied on Basic Needs group members to work with people living in the encampment on issues such as requesting that trash be brought to the provided dumpster. Food was provided by Preble Street. While there were significant efforts to improve food delivery, more work is needed to ensure there is enough food for people living in encampments and that it is delivered regularly, ideally on a set schedule. ECRT members felt that providing basic needs was very important and the efforts of this group should be continued and improved, with a focus on improvements to food delivery.

## Section 8: Communications

### Goal / Objective

Ensure coordinated, timely and accurate release of public information. Communicate effectively with and among members of the ECRT.

### Participants

Communications was a topic discussed at all debriefing meetings by participating organizations listed in previous sections.

### Key Findings

**Strength 1:** The ECRT increased communication between the city and social service agencies and each other around encampments and the homeless population in general.

**Strength 2:** Daily communication about available beds at HSC; ECRT work got this daily notification out to a group of outreach workers.

**Strength 3:** The City created a dedicated [page on its website](#) to communicate about the ECRT and provide regular updates on its progress and action. Additionally, City staff provided regular updates via Council Communications during Council meetings in July, August, and September.

**Identified Gap 1:** Communication in the ECRT can be improved by having a standard practice for communication for each group that includes meeting agendas with action steps and minutes. Enhance communication from ECRT Leadership Team to group members and enhance communication between groups.

**Identified Gap 2:** There should be more transparent communication to the individuals in the encampment. ECRT Leadership shared messaging with group members, but it was not known if, when, or how information that was intended for people living in the encampment was shared with them (i.e. resolution date). Group members would like to be more involved with decision making around communication to individuals in the encampment and to the public.

**Identified Gap 3:** Outreach and support (food delivery, housing fairs, etc.) for people in the encampment should be scheduled and communicated to the people living there.

### Analysis

The ECRT created new ways for the City to communicate with community partners and facilitate communication amongst partners. Bringing together a large group of stakeholders for the ECRT and having groups focused on specific issues helped create a coordinated effort to work towards moving people out of encampments and into emergency shelter or housing. Communication strategies that worked well for the ECRT Leadership team and the MEC group should be uniformly implemented across all groups. Communication within groups, from leadership to groups, and from the ECRT to people living in the encampment could be improved by adding more structure to group meetings. Recommendations include:

- Agendas and meeting minutes for all groups that are driven by action steps
- Set schedules for meetings for the duration of the ECRT effort
- Set schedules for services provided in the encampment that are communicated to the people living in the encampment
- Shared talking points for outreach workers
- Idea to have a communications group to approve pamphlets and signage
- Idea to use to BNL more as data - how long it took for one person to get a voucher and how that data can be used to communicate with the public

## Section 9: Encampment Resolution

### Goal / Objective

The City will resume the enforcement of City Code after a period of intensive outreach offering housing options to people living in the encampment and restore the area to its intended use.

### Participants

City of Portland Departments: Parks, Recreation & Facilities, Public Works, Police. Avesta Housing

### Key Findings

**Strength 1:** City property and a park trail was restored to its intended public use after engaging with the ECRT model of offering; basic needs, harm reduction strategies, scheduled outreach, shelter and or housing.

**Strength 2:** The City operations at this encampment on September 6th, 2023 were the same processes as previous resolution efforts and followed City policy. Resolution and site clean up took Parks Recreation & Facilities 1 ½ days and Public Works 3 days to complete, and required equipment rental along with outside contractors. Parks Recreation & Facilities estimates that it will take several weeks of work to remove and replant trees and restore the trails and park.

**Strength 3:** No arrests were made during this resolution.

**Identified Gap 1:** ECRT group members shared that they and individuals at encampment would like additional communication about the resolution date. Communication of the date was provided from the beginning of the process, and a specific email to the Basic Needs group on September 1st, 2023 also shared that the dumpster, porta potty, and water would be removed on September 5th and advised that people leave the site prior to the September 6th resolution date so that work with equipment and trucks could proceed safely for all. Communication could be improved by providing additional communication of the schedule, site access details, and expectations for the resolution date to all ECRT group members and individuals at the encampment.

**Identified Gap 2:** ECRT members shared that they did not feel that the City's work on September 6th, 2023 was a trauma informed sweep. Some work on education and expectations around what resolution looks like is needed.

**Identified Gap 3:** ECRT members would like to see that the resolution date for the encampment is a data driven decision that incorporates availability for all types of housing preferences that individuals indicated in the data on the BNL.

### *Analysis*

Leading up to a resolution date the ECRT should shift focus from current operations of the ECRT to the resolution date and the plan for that date. The ECRT Leadership should improve communication to ECRT group members about the timing and expectations for the days leading up to and day of the resolution. The leadership should have a plan for the day that is shared with partners so everyone has information about what to expect. If people remain at an encampment as the resolution date approaches, ECRT group members should share the plan and expectations with the people still remaining in the encampment. Also, once a resolution date is determined at the beginning of the process, the date shall remain without continued discussions so that the efforts of the ECRT can focus on housing first.

## Section 10: Finance

### Goal / Objective

Maintain fiscal accountability and keep costs commensurate with values at risk

#### City expenses at the Fore River / Frederic St. encampment to September 20, 2023

Description	Cost	Note
Trash removal	\$11,445	daily trash removal beginning on June 28, 2023 and cleanup on September 6th, 2023
Heavy item pickup	\$2,570	weekly heavy item pickup by a contractor was added on July 24, 2023
Septic services	\$2,244	
Potable water	\$4,718	cost of metered water and contractor services
Supplies	\$930	
Equipment rental	\$1,500	for site cleanup on September 6th, 2023
Outside contractor	\$27,856.50	debris removal on and after September 6th, 2023
City staff stipends	\$12,605.25	paid to employees cleaning hazardous areas
<b>Total</b>	<b>\$63,868.75</b>	

#### Notes:

- Actual invoices from some vendors have not been received as of September 20, 2023
- The above does not include salary costs for all staff involved including, but not limited to, Chief Keith Gautreau, EMA Coordinator Caity Hager, and Division Chief Sean Donaghue who have spent significant amounts of time on the ECRT efforts, as well as many other leadership team and staff members who were taken away from their other day-to-day duties to work with the ECRT.
- Parks, Recreation and Facilities estimates that another \$15,000 may be needed for more cleanup, tree removal, tree replanting, and restoration of the trails/park.

## Annex A: Participating Organizations

This list encompasses all of the organizations that participated in the ECRT, while the participants listed in the report reflect the organizations that participated in debriefing meetings and contributed to the After Action Report

Federal Resources
Corporation for Supportive Housing (Technical Assistance Team)
Housing and Urban Development
City Resources
Fire
Health & Human Services (Public Health & Social Services)
Parks, Recreation & Facilities
Police
Public Works Department
Executive Department
Non-Governmental Organizations
Community Housing of Maine
Common Space (Amistad)
Cumberland County Homeless Services HUB
Grace Street Ministry
Greater Portland Health
Greater Portland Peer Services
MaineHousing
Maine Health - Gov Affairs
Maine Medical Center (MMC)
Mercy Hospital
Milestone Recovery
Portland Housing Authority
Preble Street
Southern Maine Landlord Association
Spurwink
The Opportunity Alliance - PATH Program
Through These Doors
United Way of Southern Maine

## Annex B: Acronyms

Acronym	Meaning
AAR	After Action Report
BNL	By Name List
DPW	Department of Public Works
ECRT	Encampment Crisis Response Team
EEG	Exercise Evaluation Guide
EMA	Emergency Management Agency
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
HMIS	Housing Management Information System
HSC	Homeless Services Center
HUD	Housing and Urban Development
IAP	Incident Action Plan
IC	Incident Command
ICS	Incident Command System
MEC	Mobile Engagement Center
MMC	Maine Medical Center
MYTEP	Multi-Year Training and Exercise Plan
NB	North-bound
NIMS	National Incident Management System
PA	Public Assistance
PIO	Public Information Officer
UC	Unified Command

## Annex C: Photos of Basic Needs and clean up Provided by the City



Encampment Crisis Response Team



Large Sharps Container

















## FISCAL IMPACT NOTE: TEMPORARY INCREASE IN HOMELESS SERVICE CENTER BEDS

1) <b>FY24 Valuation:</b>	#####	<b>\$14,879,000</b>
2) <b>FY24 Tax Rate</b> (Total City & School): <small>Levy / (Valuation/1000)</small>		<b>\$14.41</b>
(a) <b>FY24</b> Tax Rate (City):		<b>\$6.34</b>
(b) <b>FY24</b> Tax Rate (County):		\$0.62
(c) <b>FY24</b> Tax Rate (School):		\$7.45
3) <b>FY24 Value of \$0.01 of Tax Rate</b> (Total City & School):		<b>\$148,790</b>

FISCAL IMPACT NOTE	FY24		FY25		FY26	
New Program Cost Data:	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
<b>Example:</b>						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$568,204		\$0		\$0
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		(\$536,550)		\$0
=NEW ITEM NET TAX RATE IMPACT PROJE	#####	\$568,204	#####	(\$536,550)	\$0	\$0
<b>New Program Impact to the Tax Rate</b>	\$0.0382	\$0.0382	(\$0.0361)	(\$0.0361)	\$0.0000	\$0.0000
<b>New Program % Impact on Tax Rate</b>	0.6023%	0.2650%	-0.5688%	-0.2502%	0.0000%	0.0000%
<b>Tax Rate Including New Program</b>	\$14.45	\$14.45	\$14.37	\$14.37	\$14.41	\$14.41

To increase the bed capacity in the Homeless Services Center by 50 beds for 6 months the City will need to incur an estimated additional \$568k of expenses in the current fiscal year. However additional donations and General Assistance reimbursement are expected to be received to support the effort and the net impact to taxpayers is estimated to be under \$32k. However, General Assistance reimbursement has been being received on a 10-12 month delay over the last year so a portion of the revenues may not be received until FY25. Any net impact in the current year is anticipated to be covered with savings from other areas so no additional appropriation is currently needed from City Council.

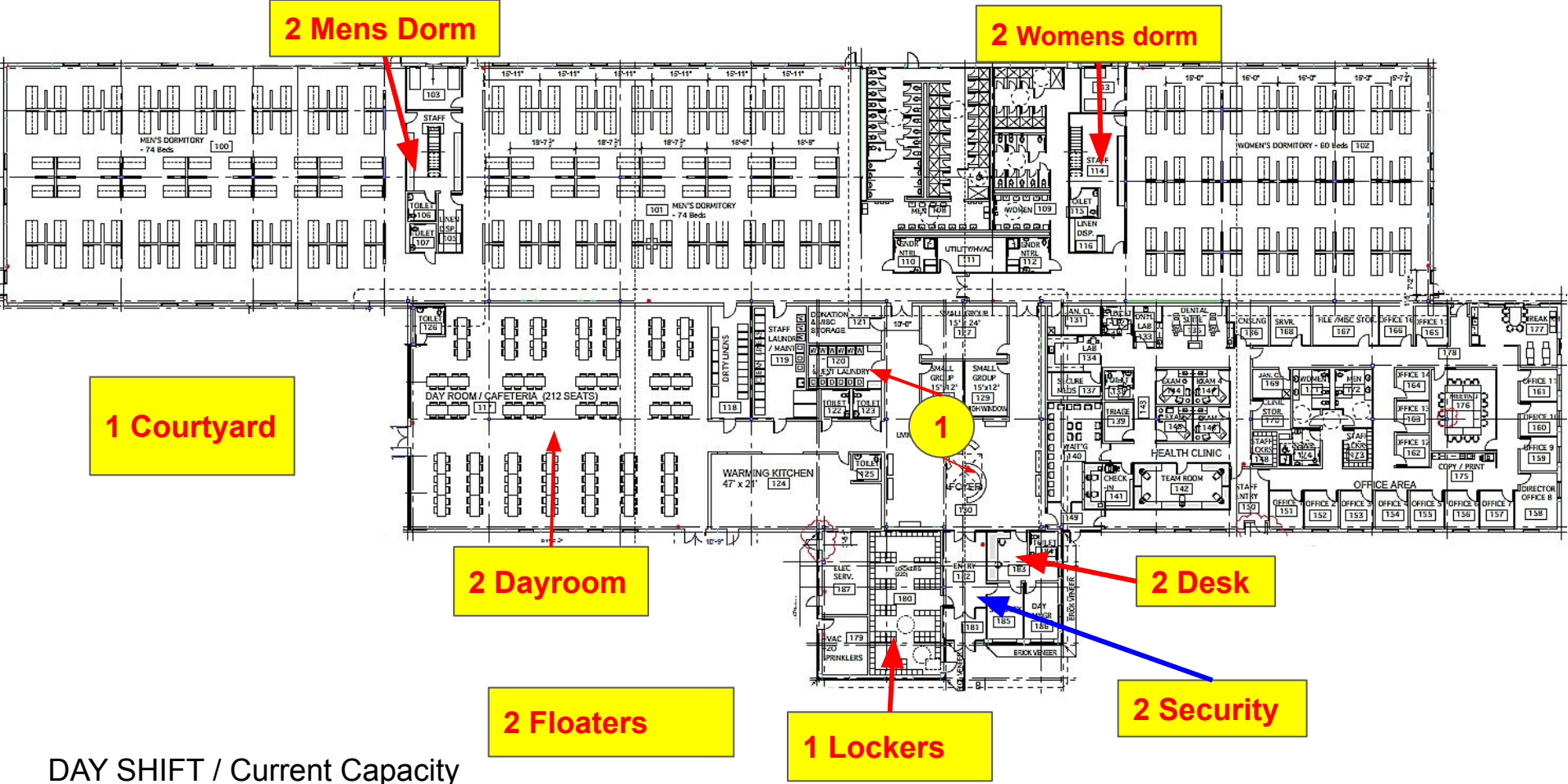
NOTE: If there was a need to increase the bed capacity in the Homeless Services Center by 142 beds to 350 beds for 6 months the City would need to incur an additional \$1.6M of expenses in the current fiscal year. However additional donations and General Assistance reimbursement would be expected to be received to support the effort. General Assistance reimbursement has been being received on a 10-12 month delay over the last year so the revenue may not be received until FY25.

Rollup	Object	Description	208 beds	258 beds	24% bed
			Capacity	Capacity	Capacity Incr
			FY24 BUD	FY24 BUD	Increase (6 mos)
<b>Revenue</b>	<b>335030</b>	GA State Reimbursements	(4,464,096)	(5,000,646)	(536,550)
	<b>398000</b>	MSHA Incentives & (ARPA-PD)	(1,260,069)	(1,260,069)	-
	<b>398400</b>	Grant Reimbursements	(1,564,794)	(1,564,794)	-
<b>Revenue Total</b>			<b>(7,288,959)</b>	<b>(7,825,509)</b>	<b>(536,550)</b>
<b>Payroll</b>	<b>400110</b>	Salaries	4,879,868	4,902,508	22,640
	<b>400130</b>	Temp	622,719	872,945	250,226
	<b>400140</b>	Overtime	490,414	549,264	58,850
<b>Payroll Total</b>			<b>5,993,001</b>	<b>6,324,716</b>	<b>331,715</b>
<b>Benefits</b>	<b>400260</b>	Workers Compensation	-	-	
	<b>400271</b>	Wearing apparel	-	-	
	<b>400274</b>	Cell Phones	1,200	1,800	600
<b>Benefits Total</b>			<b>1,200</b>	<b>1,800</b>	<b>600</b>
<b>Administrative services</b>	<b>402000</b>	Admin. Services	-	-	-
	<b>402010</b>	Postage	-	-	-
	<b>402020</b>	Travel, trng,mtgs	4,000	4,480	480
<b>Administrative services Total</b>			<b>4,000</b>	<b>4,480</b>	<b>480</b>
<b>Contractual services</b>	<b>403500</b>	Contractual	133,550	140,228	6,678
	<b>403530</b>	Auto exp. Reimb	1,000	1,120	120
	<b>403545</b>	Interpretation	17,200	17,200	-
<b>Contractual services Total</b>			<b>151,750</b>	<b>158,548</b>	<b>6,798</b>
<b>Maintenance and Repairs</b>	<b>404010</b>	Maint/Cleaning	50,000	56,000	6,000
	<b>404020</b>	Other equipt	-	-	
<b>Maintenance and Repairs Total</b>			<b>50,000</b>	<b>56,000</b>	<b>6,000</b>
<b>Rentals</b>	<b>404510</b>	Rent	2,701,000	2,701,000	-
	<b>404530</b>	Equip rent	2,139	2,396	257
<b>Rentals Total</b>			<b>2,703,139</b>	<b>2,703,396</b>	<b>257</b>
<b>Supplies</b>	<b>405520</b>	Other supplies	212,095	237,546	25,451
	<b>405560</b>	Minor Equipment	5,000	45,392	40,392
	<b>405565</b>	Computers/technology	4,000	4,000	-
	<b>405570</b>	Office supplies	12,000	13,440	1,440
	<b>405549</b>	Food	1,080,948	1,210,662	129,714
	<b>405540</b>	Fuel - Veh	18,890	21,157	2,267
<b>Supplies Total</b>			<b>1,332,933</b>	<b>1,532,196</b>	<b>199,263</b>
<b>Utilities</b>	<b>406310</b>	Gas	-	-	-
	<b>406320</b>	Electricity	275,000	275,000	-
	<b>406330</b>	Water	50,000	56,000	6,000
	<b>406340</b>	Telephone (63-41)	4,652	4,652	
	<b>406350</b>	Internet Data	12,228	12,228	
<b>Utilities Total</b>			<b>341,880</b>	<b>347,880</b>	<b>6,000</b>
<b>Client Expenses</b>	<b>403034</b>	Client supplies	47,205	52,870	5,665
	<b>403076</b>	Client Transp.	30,000	33,600	3,600
<b>Client Expenses Total</b>			<b>77,205</b>	<b>86,470</b>	<b>9,265</b>
			-	-	
<b>Total Expenses</b>			<b>10,655,108</b>	<b>11,215,486</b>	<b>560,378</b>
					7,826
<b>Net Cost (may be spread across FY24 and FY25 based on timing of reimbursement)</b>					<b>31,654</b>

Rollup	Object	Description	208 beds Capacity FY24 BUD	258 beds Capacity FY24 BUD	24% bed Capacity Incr Increase (6 mos)
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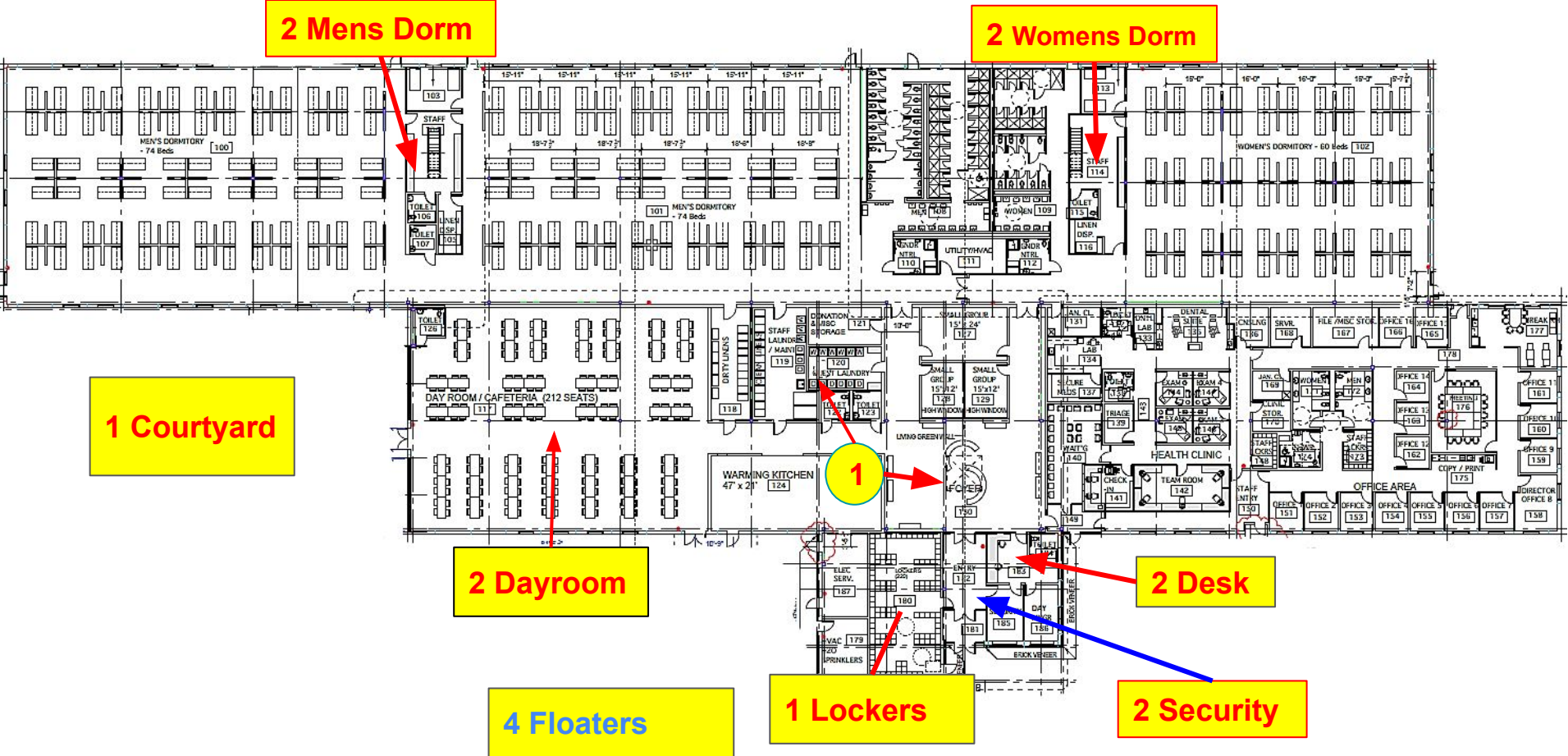
**Summary**

<b>Total Revenues</b>	(7,288,959)	(7,825,509)	
<b>Total Expenses</b>	17,944,067	19,040,995	
<b>City Net</b>	10,655,108	11,215,486	
	-	-	

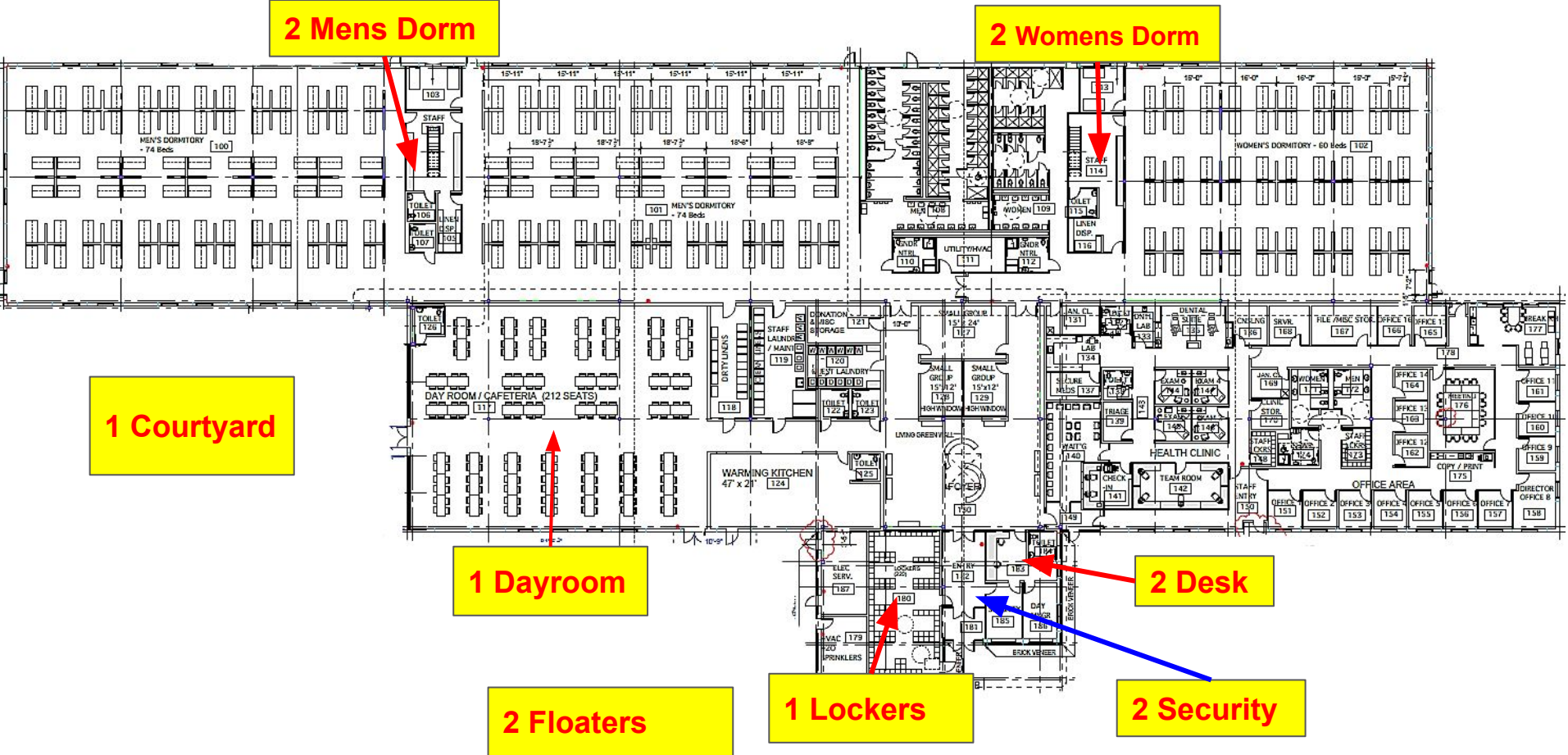


DAY SHIFT / Current Capacity

13 Shelter Attendants / 2 Security Guards



DAY SHIFT 50 Guest  
 Increased Capacity  
 15 Shelter Attendants / 2 Security Guards (2 Staff Increase)



NIGHT SHIFT Current Capacity

11 Shelter Attendants / 2 Security Guards

**2 Mens Dorm**

**2 Womens Dorm**

**1 Courtyard**

**1 Dayroom**

**4 Floaters**

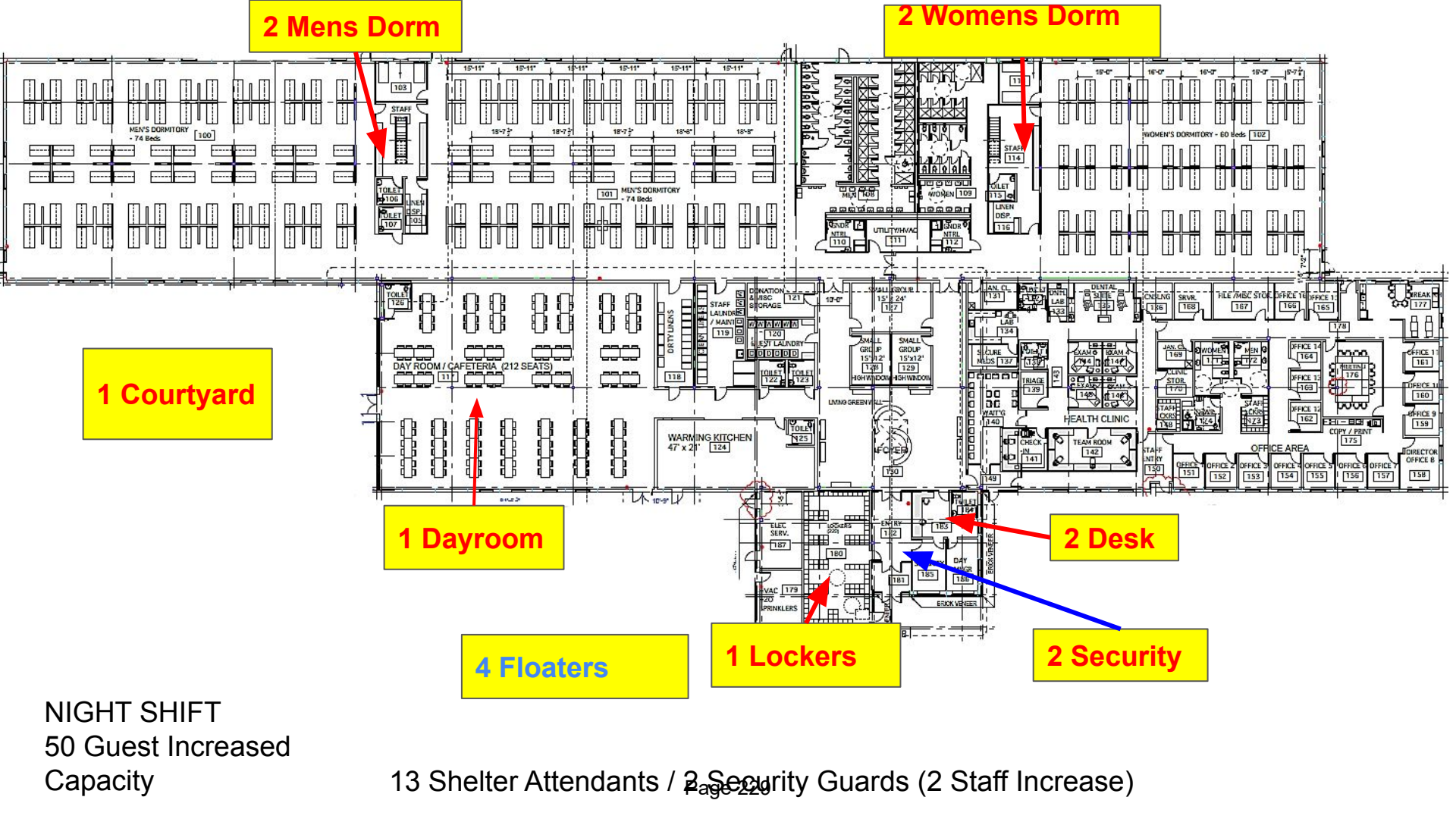
**1 Lockers**

**2 Desk**

**2 Security**

NIGHT SHIFT  
50 Guest Increased  
Capacity

13 Shelter Attendants / 2 Security Guards (2 Staff Increase)





Dena Libner &lt;dlibner@portlandmaine.gov&gt;

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**Fwd: Shelter/ encampment**

1 message

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**Joanne Curtis** <joancurtis03@gmail.com>  
To: publiccomment@portlandmaine.gov

Mon, Oct 2, 2023 at 8:35 AM

----- Forwarded message -----

From: **Joanne Curtis** <joancurtis03@gmail.com>  
Date: Thu, Sep 28, 2023 at 10:21 AM  
Subject: Shelter/ encampment  
To: <azzarro@portlandmaine.gov>

Why is district 5 responsibility to shoulder all the responsibility of the homeless and refugees, slowly but surely we are seeing more and more sleeping on the side walks. We can't go into a local store without being called over. My son the other day was hounded by a gentleman. District 5 soon enough will be where no one wants to live. It should be fair. This isn't fair. This is a state of Maine problem. I barely can keep food on the table and out taxes are gonna go up. We don't even have the resources to protect ourselves in this area due to the shortage in emergency staff! This can't be our responsibility. Joanne Curtis District 5 home owner



Dena Libner &lt;dlibner@portlandmaine.gov&gt;

## Encampments - for Special City Council Meeting 10/2

1 message

Anne Pringle &lt;anne.pringle.me@gmail.com&gt;

Fri, Sep 29, 2023 at 11:32 AM

To: Kate Snyder <ksnyder@portlandmaine.gov>, Trevor Anna <atrevorrow@portlandmaine.gov>, Pelletier Victoria <vpelletier@portlandmaine.gov>, Phillips Regina <rphillips@portlandmaine.gov>, Zarro Andrew <Azarro@portlandmaine.gov>, Fournier April <afournier@portlandmaine.gov>, Rodriguez Roberto <rrodriguez@portlandmaine.gov>, Dion Mark <mdion@portlandmaine.gov>, Ali Pious <pali@portlandmaine.gov>

Cc: Dow Kristen <kjd@portlandmaine.gov>, Gautreau Keith <kng@portlandmaine.gov>, West Danielle <dwest@portlandmaine.gov>, Dubois Mark <mdubois@portlandmaine.gov>, Hipple Ethan <ehipple@portlandmaine.gov>, publiccomment@portlandmaine.gov

I did not submit a comment for your workshop on Tuesday. But I did review the written comments and listened to those offered in person.

Here are some observations and suggestions in response:

~~The encampments are dangerous for those living in them and near them. Campers must be relocated to emergency shelter and supportive housing as soon as beds are available. And hopefully, they will be available soon, as the new shelter opens for asylum seekers

~~As some of you noted, it is astounding that "community partners" do not ask "why" campers decline HSC beds offered. This question must be asked and recorded immediately, without exception. Anecdotal reasons offered by campers and advocates are not acceptable. Data on "why" beds are refused must be collected. It is not acceptable that the City should be expected to accept pets or provide shared shelter beds for partners (private rooms for sex?). Maybe these are needs that "community partners" should step up to serve, instead of criticizing the City...

~~We are in the midst of a crisis, with winter coming. Many suggestions made were for long-term action that will cost millions of dollars. We need reasonable crisis responses NOW! Hopefully, adding fifty beds, no more, at the HSC will address the immediate crisis.

~~I believe that many addicted to drugs and/or alcohol will not accept a bed at the HSC because they cannot continue to use. It was suggested by some that those actively under the influence should be allowed in the HSC. No! Perhaps "community partners" can convert some of their waiting room or conference room space to house these people over the winter, so they will be closer to empathetic service providers who can help them overcome their addictions. I am serious. The City cannot offer emergency shelter for these people on its own.

~~Immediate action should be taken to curb illegal activity reported as prevalent in the encampments, including confiscation of illegal substances. Word will get out that Portland is no longer a tolerant haven and, hopefully, the influx of new campers will cease and existing campers will commit to accepting recovery counseling and treatment.

~~It is not clear to me what data is being collected in the "by name" effort. It has been four months since the ECRT effort started. Have all campers been identified "by name"? I recently asked how many people were present in the encampments. The answer was "we don't collect that data". What?! Park Rangers (with police escort) collect weekly data on the number of tents, but "community partners" do not count the number of campers? Why not?

~~Finally, while I was optimistic about the ECRT approach in the beginning, it is clear to me that it has broken down because of the lack of "buy in" by some "community partners". A serious redirection is necessary and must be broadened to involve other community stakeholders, including residents and businesspeople. Please take time to review this effective partnership in Cincinnati, which has actually **reduced** the number of homeless and encampments in the last few years, while the numbers have gone way up nationally and here: [strategiestoendhomelessness.org](https://strategiestoendhomelessness.org). Pay special attention to the Board of Directors, their coordinated programs, and the extensive data collected. LET'S DO THIS HERE!

But even before before taking emergency action to add any additional beds to the HSC, the Council should, at a minimum, get some basic data not yet available:

- 1) How many people are in encampments?
- 2) How many people are living with substance abuse and/or mental illness?
- 3) How many have partners?
- 4) How many have pets?
- 5) Where were they last housed?

These observations, suggestions, and questions are respectfully offered. Our compassionate community is simply beyond its capacity to serve and focused outcome-oriented action is necessary **now**...

Anne Pringle





Dena Libner &lt;dlibner@portlandmaine.gov&gt;

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## Homeless Services Center Overcrowding

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**Mindy Ray** <mindyray@maine.rr.com>

Mon, Oct 2, 2023 at 8:56 AM

To: publiccomment@portlandmaine.gov, council@portlandmaine.gov

Good morning,

I would like to express my deep concern about the proposal to add an additional 150 beds to the HSC on Riverside Street in Portland. I feel that it is unfair to the people living there to be crammed into a facility where there are people with so many different kinds of needs. Overcrowding is dangerous, and my understanding is that there will be fewer or no services provided, and the facility is already understaffed. Everyone needs to bear the burden of homelessness, not just our district. I am happy to do our part in supporting these poor people who need so much. But it cannot just be one district and one city in our state that bears this burden. Other shelters need to be created. Actual living spaces. We need to figure out a solution, and what is being proposed is dangerous and not a solution. We are all intelligent, creative people here in our state. Let's roll up our sleeves and really figure out how to solve these problems in a way that supports the people we are trying to help, as well as the communities that are trying to provide support.

Thank you,  
Mindy Ray

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Brendan O'Connell  
**DATE:** September 19, 2023  
**SUBJECT:** Order 32-23/24 Authorizing Loans in the Amount of \$1,684,816 from the School Revolving Renovation Fund and the Issuance of the City's General Obligation Bonds Therefore - Sponsored by Danielle P. West, City Manager

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
**1st Reading 9/6/2023** **Final  
Action 9/18/2023**

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

**Does this item involve a new contract with the City: This item has been reviewed and approved the the City's bond counsel.**

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

**I. SUMMARY**

This order authorizes and the companion order below appropriates funding from partially forgivable loans from the State of Maine School Revolving Renovation Fund ("SRRF") for projects that have already been approved by the City Council in prior year City Capital Improvement Plans.

**II. AGENDA DESCRIPTION**

This order authorizes and the companion order below appropriates funding from partially forgivable loans from the State of Maine School Revolving Renovation Fund ("SRRF"). These projects have already been approved by the City Council in prior year City Capital Improvement Plans and these loans will reduce overall cost of these projects to City taxpayers due to the element of principal forgiveness and lower debt service costs.

This item must be read on two separate days. It received its first reading on September 6, 2023. At the September 18, 2023 meeting, it was postponed to October 2, 2023. On October 2, 2023, it was postponed to October 16, 2023 for noticing purposes.

In accordance with the City of Portland Charter (Article VII, Sec. 11), any order authorizing the issuance of bonds must be approved by a vote of at least seven (7) members of the City Council. Seven affirmative votes are required for passage after public comment.

**III. BACKGROUND**

These two orders authorize and appropriate funding partially forgivable loans from the State of Maine School Revolving Renovation Fund ("SRRF"). These projects have already been approved in prior year City Capital Improvement Plans and these loans will reduce overall cost of these projects to City taxpayers due to the element of principal forgiveness and lower debt service costs. It is estimated that there will be a savings to taxpayers of over \$500,000 due to the use of these SRRF funds instead of traditional general obligation bonds.

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

These loans help affordability in the City by providing principal forgiveness for the projects, lowering the total impact to Portland property taxpayers.

**V. FINANCIAL IMPACT**

This item will result in a net savings to City and School Department budgets of approximately \$500,000 over the life of these loans.

**VI. STAFF ANALYSIS AND BACKGROUND**

Staff Analysis that will not appear in the Agenda Description.

**VII. RECOMMENDATION**

Approval is recommended.

**VIII. LIST ATTACHMENTS**

1. Portland 2023 SRRF Bond Loan authorizing- bond order(16329951.1)

Prepared by:

Brendan O'Connell

Date: 09/19/2023

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER AUTHORIZING LOANS IN THE AMOUNT OF \$1,684,816 FROM THE SCHOOL REVOLVING RENOVATION FUND AND THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS THEREFORE**

**FOLLOWING** a public hearing of the City Council of the City of Portland, Maine, held upon due notice pursuant to Article VII, Section 9 of the City Charter, **IT IS HEREBY ORDERED THAT:**

**There be and hereby is authorized and approved one or more loans through the Maine Municipal Bond Bank's (the "Bond Bank") School Revolving Renovation Fund under the Maine School Facilities Finance Program (the "SRRF Program") in the aggregate principal amount not to exceed One Million Six Hundred Eighty-Four Thousand Eight Hundred Sixteen Dollars (\$1,684,816) (the "SRRF Loans"), 30% of which is expected to be forgiven and 70% of which is expected to be repaid, to finance certain school facility improvements attached hereto as Exhibit A and all other costs (as defined herein) related and ancillary thereto (the "School Renovation Projects"), such SRRF Loans to be evidenced by the City's general obligation bonds in the aggregate amount not to exceed \$1,684,816 (the "Bonds").**

**BE IT FURTHER ORDERED:**

1. That the Director of Finance be and hereby is authorized, in the name of and on behalf of the City of Portland, to consummate such SRRF Loans and to prepare, issue, and sell such Bonds, at one time, through the SRRF Program.
2. That the Director of Finance be and hereby is authorized and empowered, in the name of and on behalf of the City, to establish, determine and approve the form, dates, maturities (with the last maturity not to exceed the maximum term permitted by law), denominations, interest rates, places of payment, provisions for early redemption, with or without a premium, prior to the stated maturity date(s), and all other details, including the timing and manner of their sale and award, such approval to be conclusively evidenced by the execution thereof.
3. That the Bonds shall be executed in the name of and on behalf of the City by the Director of Finance and the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, and shall bear the City seal thereon, attested by its Clerk.
4. That the term "cost" or "costs" as used herein and applied to the School Renovation Projects, or any portion thereof, includes, but is not limited to (1) the cost to design, acquire, construct, renovate, improve, furnish and equip the School Renovation Projects, or any portion thereof; (2) the cost of land, easements and other real property interests, landscaping and site preparation, including demolition and

environmental remediation work on any existing building or structure and on the property where the Project is located, utility extensions and site improvements, and all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (3) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Project; (4) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the financing transaction.

5. That the Director of Finance be and hereby is authorized and empowered, in the name of and on behalf of the City, to covenant, certify and agree, for the benefit of the holders of such Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

6. That the Director of Finance be and hereby is authorized and empowered, in the name of and on behalf of the City, to do or cause to be done all such acts and things, including to approve, execute and deliver such contracts, agreements, loan agreements with the Bond Bank, investment agreements, certificates, instruments, assignments and other documents (the " Bond Documents"), as may be necessary or advisable in order to accomplish the consummation of the SRRF Loans and the issuance of the Bonds, which Bond Documents may be in such form and contain such terms, conditions and provisions including, without limitation, the waiving of the City's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, as may be approved by the Director of Finance, such approval to be conclusively evidenced by his execution thereof.

7. That if the actual cost of any SRRF Project differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of such SRRF Project or for any other reason, the Director of Finance be and hereby is authorized and empowered, in the name of and on behalf of the City, in his discretion, to reallocate proceeds of the SRRF Loans to any other SRRF Project listed on the attached Exhibit A.

8. That if the Director of Finance, Mayor or Clerk are for any reason unavailable to approve and execute the Bonds or any other Bond Document necessary or convenient to the issuance, execution and delivery of the Bonds, the person or persons then acting in such capacity, whether on an interim or acting basis, as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had performed such act.

9. That if any of the Director of Finance, Mayor or Clerk who have signed or sealed the Bonds or any other Bond Document shall cease to be such officers or officials before the Bonds shall have been actually authenticated or delivered by the City, such Bonds nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or official; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers and officials of the City, although at the nominal date of such Bonds any such person shall not have been such officer or official.

10. That the Bonds authorized by this Order are in addition to any bonds or notes previously authorized for the same or similar purposes.

11. That to the extent not payable from other funds, an amount sufficient for the payment of the annual payments of principal and interest on the Bonds shall be included in the tax levy of each year until the debt represented by said Bonds is extinguished.

12. That during the term any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Director of Finance be and hereby is authorized to issue and deliver refunding bonds to refund some or all of the Bonds then outstanding, and to determine the date, form, interest rate, maturities and all other details of such refunding bonds, including the form and manner of their sale and award. The Director of Finance be and hereby is further authorized to provide that any of such refunding bonds hereinbefore authorized be made callable, with or without premium, prior to their stated date(s) of maturity, and each refunding bond issued hereunder shall be signed by the Director of Finance and by the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, attested to by the City Clerk, under the seal of the City, and shall be in such form and contain such terms and provisions not inconsistent herewith as they may approve, their approval to be conclusively evidenced by their execution thereof.

Exhibit A

SRRF Projects

DOE Project #	School	Project Description	Total SRRF Loan	Anticipated Forgiven Portion	Anticipated Amount to be Repaid	Term
#1601	PHS	ADA Improvements	\$211,857	\$63,557 30.00%	\$148,300 70.00%	10 years
#1602	Gerald E. Talbot Community School	ADA Improvements	\$468,575	\$140,573 30.00%	\$328,003 70.00%	10 years
#1603	PATHS/Casco Bay High School	ADA Improvements	\$235,248	\$70,574 30.00%	\$164,674 70.00%	10 years
#1604	King Middle School	ADA Improvements	\$286,349	\$85,905 30.00%	\$200,444 70.00%	10 years
#1605	Lyman Moore Middle School	ADA Improvements	\$121,626	\$36,488 30.00%	\$85,138 70.00%	10 years
#1606	Deering High School	ADA Improvements	\$361,161	\$108,348 30.00%	\$252,813 70.00%	10 years
			\$1,684,816	\$505,445	\$1,179,372	

The SRRF Projects include but are not limited to ADA compliant doors/hardware, sinks/counters, handrails, curb cuts, chairlifts, restrooms, walkways, curb cuts, detectable warning strips, handrails on stairs, locker room renovations, bathroom/ rest room renovations, ramps and nurse's area renovations

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** September 19, 2023

**SUBJECT:** Order 33-23/24 Appropriating \$1,684,816 in Loan Proceeds from the School Revolving Renovation Fund for School Renovation Projects - Sponsored by Danielle P. West, City Manager

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

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading**

**Final  
Action**

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

**Does this item involve a new contract with the City: This order was reviewed and approved by the City's bond counsel.**

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

**I. SUMMARY**

**II. AGENDA DESCRIPTION**

This is a companion order with the order above, appropriating \$1,684,816 authorized from the School Revolving Renovation Fund.

This item must be read on two separate days. It received its first reading on September 6, 2023. At the September 18, 2023 meeting, it was postponed to October 2, 2023. On October 2, 2023, it was postponed to October 16, 2023 for noticing purposes.

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. Portland 2023 SRRF Bond Loan - appropriation order(16388032.1)

Prepared by:

Date: 09/19/2023

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING LOAN PROCEEDS FOR  
SCHOOL RENOVATION PROJECTS**

IT IS HEREBY ORDERED THAT:

1. The sum of One Million Six Hundred Eighty-Four Thousand Eight Hundred Sixteen Dollars (\$1,684,816) is hereby appropriated to finance certain school facility improvements attached hereto as Exhibit A and all other costs related and ancillary thereto (the "School Renovation Projects"),

2. The appropriation set forth in paragraph 1 above is and shall be contingent upon the City closing on a loan with the Maine Municipal Bond Bank in the amount stated or in such lesser amounts as the City's Director of Finance may approve, in which case, such appropriation shall be modified to reflect the reduced amount of such loan.

Exhibit A

SRRF Projects

DOE Project #	School	Project Description	Total SRRF Loan	Anticipated Forgiven Portion	Anticipated Amount to be Repaid	Term
#1601	PHS	ADA Improvements	\$211,857	\$63,557 30.00%	\$148,300	70.00% 10 years
#1602	Gerald E. Talbot Community School	ADA Improvements	\$468,575	\$140,573 30.00%	\$328,003	70.00% 10 years
#1603	PATHS/Casco Bay High School	ADA Improvements	\$235,248	\$70,574 30.00%	\$164,674	70.00% 10 years
#1604	King Middle School	ADA Improvements	\$286,349	\$85,905 30.00%	\$200,444	70.00% 10 years
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#1606	Deering High School	ADA Improvements	\$361,161	\$108,348 30.00%	\$252,813	70.00% 10 years
			\$1,684,816	\$505,445	\$1,179,372	

The SRRF Projects include but are not limited to ADA compliant doors/hardware, sinks/counters, handrails, curb cuts, chairlifts, restrooms, walkways, curb cuts, detectable warning strips, handrails on stairs, locker room renovations, bathroom/ rest room renovations, ramps and nurse's area renovations

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** October 3, 2023

**SUBJECT:** Order 40-23/24 Approving the Commercial Property Assessed Clean Energy Agreement between Efficiency Maine Trust and Portland - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair

**SPONSOR:** Sustainability & Transportation Committee, Council Andrew Zarro, Chair  
**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading**

**Final  
Action**

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

**Does this item involve a new contract with the City: The draft agreement has been reviewed and approved by the Office of Corporation Counsel.**

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

**I. SUMMARY**

**II. AGENDA DESCRIPTION**

This is a companion order to Order 41, Amendment of Portland City Code Chapter 6 (below).

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this agreement to the City Council for approval.

This Commercial Property Assessed Clean Energy program (C-PACE) allows commercial property owners to fund clean energy projects with property liens that are paid off upon the sale of the property. If approved by Council, this agreement between Efficiency Maine Trust and Portland allows Efficiency Maine Trust to administer the program established by Order 41 (below).

On October 2, 2023, this item was postponed to October 16, 2023 so that it may be considered at the same time as Order 41. 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 C\_PACE Agreement 10.2.2023
2. C-PACE Portland Participation-Agreement city clean for S&T Committee 090823
3. Adopting C-PACE memo Council
4. Municipality Participation Guide

Prepared by:

Date: 10/03/2023

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER APPROVING THE COMMERCIAL PROPERTY  
ASSESSED CLEAN ENERGY AGREEMENT  
BETWEEN EFFICIENCY MAINE TRUST AND PORTLAND**

**ORDERED**, that the attached Commercial Property Assessed Clean Energy Agreement between Efficiency Maine Trust and Portland is hereby approved in substantially the form attached hereto; and

**BE IT FURTHER ORDERED**, that the City Manager or designee is hereby authorized to enter into said Agreement in substantially the form attached, and to execute any other documents necessary to effect the intent and purpose of this order.

## C-PACE MUNICIPALITY PARTICIPATION AGREEMENT

This C-PACE Municipality Assessment Agreement (“Agreement”), dated as of \_\_\_\_\_, 2023 is entered into by and between Efficiency Maine Trust, an independent quasi-state agency of the State of Maine with offices located at 168 Capitol Street, Suite 1, Augusta, ME 04330 (the “**Trust**”) and the CITY OF PORTLAND, a municipal corporation existing under the laws of the State of Maine, with offices located at 389 Congress Street, Portland, Maine 04101 (the “**Municipality**”).

WHEREAS, Title 35-A M.R.S. §§10201 et seq., enacted by PL 2021, c.142, “An Act to Allow for the Establishment of Commercial Property Assessed Clean Energy Programs” (the “**C-PACE Act**”), authorizes the Trust and municipalities adopting a Commercial PACE Ordinance (as defined in the C-PACE Act) to establish commercial PACE programs under which commercial property owners may finance Energy Savings Improvements on Qualifying Property (each as defined in the C-PACE Act and the C-PACE Program Regulations (the “**Regulations**”)) by utilizing a municipal assessment and collection mechanism to provide security for repayment of the financing pursuant to the terms of the C-PACE Act (a “**C-PACE Program**”).

WHEREAS, the Trust has developed a C-PACE Program and the Municipality has adopted a Commercial PACE Ordinance for the purpose of establishing and participating in a C-PACE Program.

WHEREAS, pursuant to the C-PACE Act, the Municipality wishes to enter into a contract with the Trust to administer certain aspects of the C-PACE Program with respect to Property Owners holding Qualified Property within the Municipality.

WHEREAS, the Trust is willing to provide certain C-PACE Program administration services for the Municipality under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust and Municipality agree as follows:

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms under the C-PACE Act, the Regulations, and the C-PACE Program Guidelines (the “**Guidelines**”).

1. The Trust will provide general marketing services for the C-PACE Program and provide model C-PACE Ordinances, C-PACE Agreements, and forms, documents, and educational materials for use by the Municipality and Property Owners holding Qualifying Property in the Municipality. The Trust will provide general program support for Property Owners holding Qualifying Property in the Municipality who make an application for participation in the C-PACE Program.
2. The Trust agrees to serve as Program Administrator with respect to C-PACE Program applications submitted by Property Owners holding Qualified Property in the Municipality, administering those aspects of the C-PACE Program specified herein.
3. The Trust will review applications of Capital Providers wishing to participate in the C-PACE Program in accordance with the Guidelines and approve such applications that demonstrate the capacity to meet the requirements of the Regulations). The Trust will maintain a list of approved Registered Capital Providers available to Property Owners holding Qualifying Property in the Municipality.
4. The Trust will review applications to the C-PACE Program by or on behalf of Program applicants and shall determine whether the application satisfies the requirements for a Qualifying Property and Qualifying Project under the Regulations and Guidelines. If the Trust determines that the C-PACE

Program application meets the standards and requirements set forth in the Regulations and Guidelines, the Trust will issue a Notice of Approval to the Property Owner and the Capital Provider providing the C-PACE financing.

5. For those Property Owners with a Qualifying Property in the Municipality for which a Notice of Approval is issued, the Municipality shall be required to execute a C-PACE Assessment Agreement, in form and substance satisfactory to the Municipality, with the Property Owner and Capital Provider pursuant to which the Municipality will agree to assess the subject Qualifying Property to facilitate repayment of the C-PACE Loan to the Capital Provider. The Municipality shall undertake such actions as required under the C-PACE Assessment Agreement and C-PACE Act as necessary to establish the C-PACE Lien and facilitate repayment of the C-PACE Loan to the Capital Provider through the assessment process.

6. The Municipality agrees to comply with the terms of the C-PACE Act and the Municipality's Commercial PACE Ordinance, including, without limitation, procedures on collection and foreclosure of C-PACE Assessments where the Property Owner also is delinquent in any tax debt due to the Municipality, and the assignment of the C-PACE Lien to the Capital Provider for collection and foreclosure where the C-PACE Assessment is delinquent but the Property Owner is current on municipal taxes. In accordance with the C-PACE Act, the Municipality agrees to release the C-PACE Lien upon full payment of the C-PACE Loan.

7. The Municipality shall provide written notice to the Trust if any property within the Municipality subject to a C-PACE Lien is delinquent in payment of the C-PACE Assessment and is subject to foreclosure on a lien for any tax debt due to the Municipality or if the Municipality makes an assignment of the C-PACE Lien to the Capital Provider.

8. Notwithstanding any provision of law to the contrary, staff or trustees of the Trust, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a C-PACE Program established under the C-PACE Act, including, without limitation, claims for or related to uncollected C-PACE Assessments.

9. Pursuant to the C-PACE Act, other than the fulfillment of its obligations specified in a C-PACE Assessment Agreement, neither the Trust nor a Municipality has any liability to a Property Owner for or related to Energy Savings Improvements financed under a C-PACE Program.

10. The services to be provided by the Trust are limited to the services specified herein. The Trust assumes no responsibility, and undertakes no liability, for the filing or recording of any required documents or instruments, the perfection of any C-PACE Liens, the terms, performance, or enforcement of any C-PACE Loan, the collection of any C-PACE Assessments, any C-PACE Loan servicing or recordkeeping, the collection of delinquent accounts, or any other matters between the Property Owner, the Capital Provider, and the Municipality.

11. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

12. The term of this Agreement shall commence on the date first written above and shall continue until all C-PACE Loans issued in connection with C-PACE Program applications administered by the Trust under this Agreement have been paid in full or deemed no longer outstanding. The Municipality may discontinue participation in the C-PACE Program under this Agreement at any time on sixty (60) days' written notice to the Trust, provided that the obligations of the Municipality under this Agreement shall continue to apply to C-PACE Loans, C-PACE Liens, and C-PACE Assessments in place prior to the termination date.

13. The Municipality will not be obligated to make any Commercial PACE Assessment payments during any period in which the City is deemed to be the owner of the Qualifying Property by virtue of the automatic foreclosure of a tax lien mortgage, pursuant to 36 M.R.S. § 943, as amended, provided that the Municipality includes such a provision in the Commercial PACE Agreement for that Qualifying Property.

IN WITNESS WHEREOF, the Municipality and the Trust have each caused this Agreement to be executed and delivered as of the date first written above.

CITY OF PORTLAND

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By: Danielle P. West  
Its: City Manager

EFFICIENCY MAINE TRUST

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Michael D. Stoddard  
Executive Director

Sustainability Office  
Troy Moon  
Sustainability Director  
September 27, 2023



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To: Mayor Snyder and members of the Portland City Council  
From: Troy Moon, Sustainability Director  
Re: Adopting the C-PACE Program

During the Sustainability and Transportation Committee's meeting in May, the members held a workshop with James Neal of Efficiency Maine to learn about Maine's Commercial Property Assessed Clean Energy (C-PACE) program, which was authorized by statute in 2020. This program is similar to those established in more than 30 states that have led to more than \$4 billion of investment in clean energy and energy efficiency projects, [according to the Environmental Protection Agency](#). The City's Legislative and Nominating Committee supported the enabling legislation, LD 1748, and City staff participated in the stakeholder group that informed the final version of the bill that was signed by Governor Mills.

Since our workshop in May, [several Maine communities have adopted the C-PACE program](#) including Westbrook, Cumberland, and Augusta.

C-PACE programs work by using a municipality's ability to place a lien on a property to catalyze private investment in energy efficiency and clean energy projects. 100% of the investment comes from private lenders. No public dollars are required. For lenders, having their investment secured by a property lien provides assurance that their loan will be repaid. For commercial property owners, a C-PACE loan can be secured with no money down and amortized for a term equal to the useful life of the equipment or building upgrades they financed. These include solar panels, a new HVAC system, insulation and weatherization, and other projects as long as the resulting energy savings equal or exceed the upfront investment and financing costs. Another feature of C-PACE loans is that they are attached to the property, not the borrower, and are transferred to the new owner when a property is sold.

Maine's C-PACE program is designed to minimize risk and avoid cost for participating municipalities. In the event that a property with a C-PACE lien goes into default, municipal liens have priority over the C-PACE loan. This includes liens for unpaid

taxes and unpaid sewer fees. In the event that the City acquires a property with a C-PACE lien, the City is not required to service the C-PACE loan. Likewise, the program delegates responsibility for filings, invoicing, collections, and loan management to the private lender, relieving the City of those duties. Efficiency Maine assumes the role of program administrator. The City's responsibility is to confirm that the agreements are true to form and to authorize them to move forward if they are.

Adopting C-PACE will provide the City with an important tool to help commercial property owners decarbonize their buildings in line with our *One Climate Future* goals. Through our Energy Benchmarking program, we work closely with the owners of large buildings and help them understand their energy consumption. Building owners are beginning to reach out to our office to discuss their benchmarking results and are interested in ways to reduce their energy usage. Being able to direct them to an affordable financing option to fund improvements that will save them money and reduce GHG emissions will make our Benchmarking program more powerful. C-PACE loans can also support clean energy and energy efficiency projects in new construction. Developers may use the program to finance building energy systems outside of their main financing package, which could help a project pencil out and come to fruition. In Portland, all new construction or major renovation projects subject to planning review would be able to pursue this approach because Portland's building energy code exceeds the requirements of the State's base code. Our office is already receiving inquiries from developers interested in C-PACE.

In order to participate in the Efficiency Maine administered C-PACE program the City must:

- Adopt an ordinance authorizing participation in the C-PACE program
- Enter into a C-PACE Municipality Participation Agreement with the Trust that establishes the Trust as the Municipality's C-PACE Program Administrator

There is an option for a municipality to manage its own C-PACE program but staff does not recommend that approach because it would require extensive staff resources to administer and it would likely deter lender participation because it would not be in conformance with the larger State program.

City staff from Finance, Assessors, Economic Development, and Corporation Counsel have met with Efficiency Maine to learn about the program and review the participation requirements. Following these discussions, Corporation Counsel prepared a draft C-PACE ordinance and draft municipal participation agreement for

your approval. They are included in the backup material for the meeting. You will also find Efficiency Maine's Municipality Participation Guide which provides a more detailed overview of the program.



# Efficiency Maine C-PACE Program Municipality Participation Guide

## C-PACE Program Benefits

### Why a Municipality Should Consider Participating

- Commercial PACE (C-PACE) means commercial property assessed clean energy. C-PACE is an economic development tool for municipalities. Energy-efficient buildings create a more competitive environment for retaining and attracting new businesses by lowering energy costs. Energy upgrades also create jobs and reduce greenhouse gases and other pollutants.
- *Many owners lack capital to implement energy improvements.* C-PACE provides up to 100% up-front, long-term financing to commercial property owners for Energy Savings Improvements. The costs of energy audits, construction, commissioning and post-construction performance measurement and verification (M&V) can be wrapped into C-PACE financing.
- C-PACE stimulates the implementation of energy savings improvements with 100% private market capital and requires no investment from the Municipality.
- *Owners often want to sell the building before an energy upgrade loan is repaid.* The C-PACE assessment obligation is attached to the property and can transfer to the new owner. Payments do not accelerate in case of sale or default.
- The C-PACE program requires that the estimated cost savings from Energy Savings Improvements equal or exceed the up-front investment and financing costs, leading the expected cash flow to be positive over the useful life of the improvements.
- As a property tax assessment, where permissible under lease agreements, C-PACE payments – together with the energy cost savings associated with the improvements – may be passed along to tenants.
- C-PACE has created a secured, clean energy financing product for Capital Providers. The security comes from the C-PACE Lien on a property. The lien, like property tax assessments, sits in a senior position to other encumbrances on the property, including mortgage debt and liens (other than Municipal Liens). The security provided by the tax assessment results in several compelling features, including longer-term financing and transferability of the repayment obligations to subsequent owners of the property.
- C-PACE financing strengthens the business case for investment in longer payback and deeper building retrofits beyond what may be possible with traditional financing.

## Municipality Participation

### Municipality Options for Participation

Maine Municipalities have two options for participation in the C-PACE Program.

A Municipality can:

- (1) Establish its own C-PACE program and administer the functions of the C-PACE Program itself; or,
- (2) Participate in the Efficiency Maine Trust C-PACE Program and enter into a contract with the Trust to administer certain functions of the C-PACE Program for the Municipality.

In option 1, Municipalities would have more control over the program design within their municipality, but they would be subject to significantly greater administrative burden, including developing and implementing their own program guidelines, recruiting and registering Capital Providers, accepting project applications and reviewing and approving projects for adherence to the rules and regulations. Municipality-based programs are typically less successful in large part to the unwillingness of Capital Providers to participate in smaller market size C-PACE programs.

In option 2, Municipalities are relieved of the majority of administrative burdens while still able to stimulate the adoption of energy savings improvements for commercial properties within their communities.

Under both options 1 and 2, Municipalities wishing to participate in the C-PACE Program must adopt a C-PACE Ordinance as required by the Maine C-PACE Act. The Trust has developed a model C-PACE Ordinance. A municipality that wishes to exercise option 2 must also enter into a C-PACE Municipality Participation Agreement with the Trust that establishes the Trust as the Municipality's C-PACE Program Administrator for certain designated functions. A Maine municipality that adopts a C-PACE Ordinance not materially different from the Trust's model C-PACE Ordinance and executes a C-PACE Municipality Participation Agreement with the Trust is a "Participating Municipality." A commercial property must be located in a Participating Municipality in order to be eligible for C-PACE financing through the Efficiency Maine C-PACE Program.

Municipalities interested in becoming a Participating Municipality under the Efficiency Maine Trust C-PACE program should closely review the following documents from the **C-PACE Program Guidelines**

- **Appendix B: Model C-PACE Ordinance**
- **Appendix C: C-PACE Municipality Participation Agreement**
- **Appendix D: C-PACE Assessment Agreement**

## Participating Municipality Responsibilities

### Responsibilities of the Municipality within the Efficiency Maine Trust C-PACE Program

*The responsibilities below represent option 2 above. Option 1 would contain significantly greater municipality responsibilities. The below identified responsibilities have been simplified for understanding and further detail can be found in the aforementioned documents.*

1. **Project Agreements:** The municipality must execute a C-PACE Assessment Agreement, along with the Property Owner and its Capital Provider, for each C-PACE project within their municipality. The C-PACE Assessment Agreement authorizes the creation of a C-PACE Lien on the Property receiving the Energy Savings Improvements. The process of completing this program responsibility is as follows:

During the development of a C-PACE Project, the Capital Provider and Property Owner will sign the C-PACE Assessment Agreement.

The Municipality will then sign the C-PACE Assessment Agreement, approved as to form and substance by the Municipality.

All parties must sign the C-PACE Assessment Agreement prior to the submission of a C-PACE project application to Efficiency Maine, though the effectiveness of the Agreement is conditioned on final project approval by Efficiency Maine and closing of the C-PACE loan.

Once a project approval is provided by Efficiency Maine and the C-PACE financing transactions closes, a notice of the C-PACE Agreement will be filed in the registry of deeds, which filing will create a lien on the Property implementing the Energy Savings Improvements until the amounts due under the C-PACE Financing are paid in full. The form C-PACE Assessment Agreement places the obligation for recording the Notice of C-PACE Agreement on the Capital Provider.

2. **Annual C-PACE Assessments and Collections:** The municipality will not need to finance or fund any C-PACE projects and will incur no liability for payment of the loan. The C-PACE Assessment Agreement details the responsibilities of the Municipality and Capital Provider with regard to billing and collection of the C-PACE assessments, but in summary: The Capital Provider will provide the Municipality with a "Payment Due Notice" specifying the amount due from the Property Owner in repayment of the C-PACE loan for the subject year. The Municipality will assess the Property in the amount specified in the Payment Due Notice and designate the Capital Provider as agent for the billing of the C-PACE assessment amount and the collection of payments from the Property Owner. The C-PACE assessment payments are to be applied by the Capital Provider to the C-PACE loan balance. The Capital Provider will provide periodic reports to the Municipality on the status of the C-PACE payments from each Property Owner and will provide notice to the Municipality of any delinquency or default of a C-PACE assessment payment.

The Capital Provider shall provide notice to the Municipality and the Property Owner when the C-PACE Financing amount has been paid in full and shall cooperate with the Municipality and the Property Owner in the preparation and recording of a release and discharge of the C-PACE Lien on the subject Property when the C-PACE Financing has been satisfied.

3. **Default and Foreclosure:** The process for collection of delinquent C-PACE assessments is governed by the Maine C-PACE Act. If a C-PACE Assessment is delinquent or in default, collection and foreclosure shall proceed as follows:
- If both the C-PACE Assessment is delinquent or in default **AND** the borrower or property owner is delinquent in any tax debt due to the Municipality, the process is as follows:
    1. Collection may occur only by the recording of liens and by foreclosure under 36 M.R.S. §§ 942 and 943. The Municipality would institute the foreclosure process for both the delinquent tax and C-PACE assessments, and liens must be recorded and released in the same manner as liens for real property taxes.
    2. If the Municipality acquires the Property through tax lien foreclosure, then the Municipality shall cause to be paid to the Capital Provider all delinquent amounts payable under the C-PACE Financing at the time of foreclosure. *(This is true only to the extent that the Municipality has received such amounts through the foreclosure process and there are funds remaining after satisfaction of delinquent taxes, interest, fees, and costs owed to the Municipality.)*
    3. The portion of the C-PACE assessment that has not yet become due at the time foreclosure is not eliminated by foreclosure and remains as a lien against the Property with full rights of collection as set forth in the C-PACE Act.
    4. The form C-PACE Assessment Agreement provides that in no event shall the Municipality be obligated to make C-PACE Assessment payments during any period in which it is deemed the owner of the Property acquired through the statutory tax lien foreclosure process.
    5. Unpaid future C-PACE Assessment payments shall be the obligation of the person or entity that subsequently acquires title to the Property subject to the C-PACE Lien.
  - If **only** the C-PACE Assessment is delinquent, but the borrower or property owner is current on payment of all municipal taxes due to the Municipality, the process is as follows:
    1. The Capital Provider will take an assignment of the C-PACE Lien, as provided in the C-PACE Assessment Agreement.
    2. Per the C-PACE Act, the Capital Provider then shall have and possess all the same powers and rights at law as the Municipality and its tax collector with regards to the priority of the C-PACE lien, the accrual of interest and fees, and the costs of collection.
    3. The Capital Provider shall have the same rights to enforce the C-PACE lien as any private party or lender holding a lien on real property and shall have all such other rights as set forth in the C-PACE Act, including the right of foreclosure consistent with Title 14, sections 6203-A and 6321 and any other action in contract or lawsuit for the enforcement of a C-PACE Lien.

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Troy Moon, Sustainability Coordinator  
**DATE:** October 3, 2023  
**SUBJECT:** Order 41-23/24 Amendment of the Portland City Code Chapter 6 Re: Commercial Property Assessed Clean Energy of C-PACE - Sponsored by the Sustainability and Transportation Committee, Councilor Andrew Zarro, Chair  
**SPONSOR:** Sustainability and Transportation Committee, Andrew Zarro, Chair.  
**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
**1st Reading 10/2/2023** **Final  
Action 10/16/2023**

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

**Does this item involve a new contract with the City: The ordinance has been reviewed and approved by the Office of Corporation Counsel.**

**PRESENTATION:** Sustainability Director Troy Moon and Corporation Counsel Michael Goldman will be present to answer questions.

**I. SUMMARY**

The order establishes an ordinance creating and authorizing the development of a local Commercial Property AssesClean Energy program.

**II. AGENDA DESCRIPTION**

This is a companion order to Order 40 (above).

The State of Maine has enacted legislation allowing municipalities to adopt a Commercial Property Assessed Clean Energy (C-PACE) program in order to promote investment in energy efficiency and clean energy projects within their jurisdictions. The statute requires participating municipalities to adopt a local authorizing ordinance in order to move forward. This order meets that requirement and authorizes staff to move forward with implementing a local C-PACE program.

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this ordinance to the City Council for approval.

This item must be read on two separate days. It received its first reading on October 2, 2023. Five affirmative votes are required for passage after public comment.

**III. BACKGROUND**

C-PACE programs work by using a municipality’s ability to place a lien on a property to catalyze private investment in energy efficiency and clean energy projects. 100% of the investment comes from private lenders. No public dollars are required. For lenders, having their investment secured by a property lien provides assurance that their loan will be repaid. For commercial property owners, a C-PACE loan can be secured with no money down and amortized for a term equal to the useful life of the equipment or building upgrades they financed. These include solar panels, a new HVAC system, insulation and weatherization, and

other projects as long as the resulting energy savings equal or exceed the upfront investment and financing costs. Another feature of C-PACE loans is that they are attached to the property, not the borrower, and are transferred to the new owner when a property is sold.

Maine's C-PACE program is designed to minimize risk and avoid cost for participating municipalities. In the event that a property with a C-PACE lien goes into default, municipal liens have priority over the C-PACE loan. This includes liens for unpaid taxes and unpaid sewer fees. In the event that the City acquires a property with a C-PACE lien, the City is not required to service the C-PACE loan. Likewise, the program delegates responsibility for filings, invoicing, collections, and loan management to the private lender, relieving the City of those duties. Efficiency Maine assumes the role of program administrator. The City's responsibility is to confirm that the agreements are true to form and to authorize them to move forward if they are.

Adopting C-PACE will provide the City with an important tool to help commercial property owners decarbonize their buildings in line with our One Climate Future goals. Through our Energy Benchmarking program, we work closely with the owners of large buildings and help them understand their energy consumption. Building owners are beginning to reach out to our office to discuss their benchmarking results and are interested in ways to reduce their energy usage. Being able to direct them to an affordable financing option to fund improvements that will save them money and reduce GHG emissions will make our Benchmarking program more powerful. C-PACE loans can also support clean energy and energy efficiency projects in new construction. Developers may use the program to finance building energy systems outside of their main financing package, which could help a project pencil out and come to fruition. In Portland, all new construction or major renovation projects subject to planning review would be able to pursue this approach because Portland's building energy code exceeds the requirements of the State's base code.

In order to participate in the Efficiency Maine administered C-PACE program the City must:

1. Adopt an ordinance authorizing participation in the C-PACE program
2. Enter into a C-PACE Municipality Participation Agreement with the Trust that establishes the Trust as the Municipality's C-PACE Program Administrator

There is an option for a municipality to manage its own C-PACE program but staff does not recommend that approach because it would require extensive staff resources to administer and it would deter lender participation because it would not be in conformance with the larger State program.

#### **IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

Adopting the ordinance allows for the creation of a C-PACE financing program that will help commercial properties adopt clean energy projects in line with the City's greenhouse gas reduction goals.

#### **V. FINANCIAL IMPACT**

None. C-PACE financing relies entirely on private capital. Program rules insulate the City from financial risk and liability.

#### **VI. STAFF ANALYSIS AND BACKGROUND**

Staff Analysis that will not appear in the Agenda Description.

#### **VII. RECOMMENDATION**

Staff recommends passage of the order.

#### **VIII. LIST ATTACHMENTS**

1. Ch. 6 Div. 2 C-PACE Commercial Property Assessed Clean Energy 10.2.2023

Prepared by:  
Troy Moon, Sustainability Coordinator  
Date: 10/03/2023

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**PROPOSING AN AMENDMENT TO PORTLAND CITY CODE  
CHAPTER 6 RE: COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,  
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That the Sections 6-195 TO 6-199 of the Portland City Code Chapter 9 are hereby amended to read as follows:*

**Chapter 6 BUILDINGS AND BUILDING REGULATIONS\***

**Art. I. In General, §§ 6-1--6-15**

...

**Art. VIII. Property Assessed Clean Energy, §§ 6-190--6-~~194~~199**

Div. 1. Property Assessed Clean Energy, §§ 6-92--6-94

Div. 2. Commercial Property Assessed Clean Energy §§  
6-95--6-99

**Art. IX. Disorderly Houses, §§ 6-200-6-204**

**Art. X. Energy Benchmarking, §§6-205-6-218**

**Art. XI. Tenant Housing Rights, §§6-219-6-229**

**Art. XII. Rent Control and Tenant Protections, §§6-230-6-244**

**Art. XIII. Rent Board, §§6-250-6-263**

...

**ARTICLE VIII. PROPERTY ASSESSED CLEAN ENERGY**

**DIVISION 1. Property Assessed Clean Energy**

**Sec. 6-190. Purpose.**

The purpose of this article is to establish a property assessed clean energy ("PACE") program to enable owners of

qualifying property to access financing for energy saving improvements to their property through loan agreements with the Efficiency Maine Trust.

...

DIVISION 2. Commercial Property Assessed  
Clean Energy (C-PACE)

**Sec. 6-195. ~~Reserved~~ Purpose and authority.**

(a) Purpose. By and through this Ordinance, the City of Portland declares as its public purpose the establishment of a municipal program to enable its citizens to participate in a Commercial Property Assessed Clean Energy ("C-PACE") program so that owners of qualifying property can access financing for energy savings improvements to their commercial properties located in the City.

(b) Enabling legislation. The City enacts this Ordinance pursuant to 35-A MRS §§ 10201 et seq., as amended, also known as "the Commercial Property Assessed Clean Energy Act" or "the Commercial PACE Act."

(c) Title. This Ordinance shall be known and may be cited as "The City of Portland's Commercial Property Assessed Clean Energy ("C-PACE") Ordinance" (this "Ordinance").

**Sec. 6-196. ~~Reserved~~ Definitions.**

Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the meanings indicated:

City/Town shall mean the City of Portland.

Commercial PACE or ("C-PACE") shall mean Commercial Property Assessed Clean Energy.

Commercial PACE Agreement shall mean n agreement that authorizes the creation of a Commercial PACE Assessment on Qualifying Property and that is approved in writing by all owners of the Qualifying Property at the time of the agreement and by the City.

Commercial PACE Assessment shall mean an assessment made against Qualifying Property to finance an Energy Savings Improvement.

Commercial PACE District shall mean the area within which the City establishes a Commercial PACE Program hereunder, which is all that area within the City boundaries.

Commercial PACE Lien shall mean a lien, secured against a Qualifying Property that is created by a Commercial PACE Assessment.

Commercial PACE Loan shall mean a loan, payable through a Commercial PACE Assessment and secured by a C-PACE Lien, made to the owner(s) of a qualifying property pursuant to a Commercial PACE Program to fund Energy Savings Improvements.

Commercial PACE Program shall mean program established under this Ordinance pursuant to the Commercial PACE Act under which commercial property owners can finance Energy Savings Improvements on Qualifying Property.

Energy Savings Improvement shall mean an improvement or series of improvements to Qualifying Property that are new and permanently affixed to Qualifying Property and that:

(a) Will result in increased energy efficiency or substantially reduced energy use and:

1. Meet or exceed applicable United States Environmental Protection Agency and United States Department of Energy "Energy Star" program or similar energy efficiency standards established or approved by the Trust; or

2. Involve weatherization of commercial or industrial property in a manner approved by the Trust; or

(b) Involve a renewable energy installation, an energy storage system as defined in 35-A M.R.S. § 3481(6), an electric thermal storage system, electric vehicle supply equipment or heating equipment that meets or exceeds standards established or approved by the Trust. Heating equipment that is not a Renewable Energy Installation must be heating equipment that produces the lowest carbon emissions of any heating equipment reasonably available to

the property owner, as determined by the Trust, and must meet the requirements of 35-A M.R.S. §10204 (1)(B).

Qualifying Property shall mean real commercial property in the City that:

(a) Does not have a residential mortgage;

(b) Is not owned by a residential customer or small commercial customer as defined in 35-A M.R.S. §3016(1)(C) and (D), respectively;

(c) Consists of 5 or more rental units if the property is a commercial building designed for residential use;

(d) Is not owned by a federal, state or municipal government or public school; and

(e) Is located in a municipality that participates in a Commercial PACE Program.

Registered Capital Provider or Capital Provider shall mean an approved lender proving financing for the Energy Savings Improvements through a C-PACE Program and registered with Efficiency Maine Trust.

Renewable Energy Installation shall mean a fixture, product, system, device or interacting group of devices installed behind the meter at a Qualifying Property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including but not limited to, photovoltaic systems, solar thermal systems, highly efficient wood heating systems, geothermal systems and wind systems that do not on average generate more energy or heat than the peak demand of the property.

Trust shall mean The Efficiency Maine Trust established in 35-A M.R.S. §10103 and/or its agents, if any.

#### **Sec. 6-196.5. Program established; Amendments.**

(a) Establishment. The City hereby establishes a Commercial PACE Program allowing owners of Qualifying Property located in the City who so choose to access financing for Energy Savings Improvements to their Qualifying Property, with such financing to be repaid through a Commercial PACE Assessment and secured by a Commercial PACE Lien.

(b) The City may:

1. Administer the functions of the Commercial PACE Program, including, but not limited to, entering into Commercial PACE Agreements with commercial property owners and collecting Commercial PACE Assessments, or designate an agent to act on behalf of the City for such billing and collection purposes; or

2. Enter into a contract with the Trust to administer some or all functions of the Commercial PACE Program for the City, including billing and collection of Commercial PACE Assessments, subject to the limitations set forth in Section 10205, subsection 5 of the Commercial PACE Act.

(c) Amendment to or Repeal of Commercial PACE Program. The City may from time to time amend this Ordinance to use any funding sources made available to it or appropriated by it for the express purpose of its Commercial PACE Program, and the City shall be responsible for administration of loans made from those funding sources. The City may also repeal this Ordinance in the same manner as it was adopted, provided, however, that such repeal shall not affect the validity of any Commercial PACE Agreements entered into by the City prior to the effective date of such repeal, or a Commercial PACE Loan or Commercial PACE Lien arising out of such Agreements.

**Sec. 6-197. ~~Reserved~~ Financing; Private Lenders; Terms.**

C-PACE Loans may be provided by any qualified Capital Provider private lender participating in the C-PACE Program and a C-PACE Agreement may contain any terms agreed to by the lender and the property owner, as permitted by law, for the financing of Energy Savings Improvements. Unless the City specifically designates funding sources made available to it or appropriated by it for the express purpose of its Commercial PACE Program and agrees to provide financing for Energy Savings Improvements, the City will not finance or fund any loan under the Commercial PACE Program, and shall serve only as a program sponsor to facilitate loan repayment by including the Commercial PACE Assessment on the property tax bill for the property, and shall incur no liability for the loan.

**Sec. 6-197.5. Program Requirements and Administration.**

(a) Agreement Required. All commercial property owners seeking financing for Energy Savings Improvements on Qualifying Property pursuant to the Commercial PACE Program must enter into a Commercial PACE Agreement, approved as to form and substance by the City and the Trust, authorizing the creation of a Commercial PACE Assessment and acknowledging the creation of a Commercial PACE Lien. A notice of the Commercial PACE Agreement will be filed in the Cumberland County Registry of Deeds, which filing will create a lien until the amounts due under the agreement are paid in full.

(b) Underwriting Standards. A Commercial PACE Agreement entered into pursuant to the Commercial PACE Program must satisfy the minimum underwriting requirements of the Commercial PACE Act and such additional requirements established by the Trust.

(c) Collection of assessments. A commercial property owner participating in the Commercial PACE Program will repay the financing of Energy Savings Improvements through an assessment on their property similar to a tax bill. A Commercial PACE Assessment constitutes a lien on the Qualifying Property until it is paid in full and must be assessed and collected by the City or its designated agent, the Trust, or a 3rd-party administrator contracted by the Trust, consistent with applicable laws. The City may, by written agreement, designate the applicable third-party Capital Provider as its agent for the billing and collection of Commercial PACE assessment payments in satisfaction of the Commercial PACE Loan. Where Commercial PACE assessment payments are received directly by the City along with other municipal tax payments, such payments received from property owners shall first be applied to City taxes, assessments, and charges. The City shall have no ownership of the Commercial PACE assessments collected except for any administrative costs provided under the Commercial PACE Program or Commercial PACE Agreement. The City shall pay all Commercial PACE assessment payments received by the City to the applicable Capital Provider or the Commercial PACE program administrator within 30 days after the end of the month in which such amounts are collected. The City shall have no obligation to make payments to any Capital Provider with respect to any Commercial PACE repayment amounts or loan obligations other than that portion of the Commercial PACE Assessment actually collected from a property owner for the repayment of a Commercial PACE Loan.

If the Trust or a 3rd-party administrator contracted by the Trust or an agent of the City collects Commercial PACE Assessments on behalf of the City, the Trust or agent shall periodically report to the City on the status of the Commercial PACE Assessments in the City and shall notify the City of any delinquent Commercial PACE Assessments. Upon receiving notification from the Trust or agent of a delinquent Commercial PACE Assessment, the City shall notify the holder of any mortgage on the property of the delinquent assessment.

(d) Notice; filing. A notice of a Commercial PACE Agreement must be filed in the Cumberland County Registry of Deeds. The filing of this notice creates a Commercial PACE Lien against the property subject to the Commercial PACE Assessment until the amounts due under the terms of the Commercial PACE Agreement are paid in full. The notice must include the information required by the Commercial PACE Act.

(e) Priority. A Commercial PACE Lien secures payment for any unpaid Commercial PACE Assessment and, together with all associated interest and penalties for default and associated attorney's fees and collection costs, takes precedence over all other liens or encumbrances except a lien for real property taxes of the municipality and liens of municipal sewer, sanitary and water districts. From the date of recording, a Commercial PACE Lien is a priority lien against a property, except that the priority of such a Commercial PACE Lien over any lien, except a lien for real property taxes of the City or a lien of a municipal sewer, sanitary or water district, that existed prior to the Commercial PACE Lien is subject to the written consent of such existing lienholder.

(f) Mortgage lender notice and consent. Any financial institution holding a lien, mortgage or security interest in or other collateral encumbrance on the property for which a Commercial PACE Assessment is sought must be provided written notice of the commercial property owner's intention to participate in the Commercial PACE Program and must provide written consent to the commercial property owner and City that the borrower may participate and enroll the collateral property in the Commercial PACE Program. This written consent must be filed in the Cumberland County Registry of Deeds and must include a written acknowledgement and understanding by the financial institution holding the lien, mortgage or security interest in or other collateral encumbrance on the property as required by the Commercial PACE Act.

**Sec. 6-198. ~~Reserved~~ Collection, default; foreclosure.**

A. A Commercial PACE Assessment and any interest, fees, penalties and attorney's fees incurred in its collection must be collected in the same manner as the real property taxes of the City. A Commercial PACE Assessment for which notice is properly recorded under this section creates a lien on the property. The portion of the assessment that has not yet become due is not eliminated by foreclosure, and the lien may not be accelerated or extinguished until fully repaid.

1. If a Commercial PACE Assessment is delinquent or in default and the borrower or property owner is delinquent in any tax debt due to the City, collection may occur only by the recording of liens and by foreclosure under 36 M.R.S. §§ 942 and 943. Liens must be recorded and released in the same manner as liens for real property taxes.

2. If only a Commercial PACE Assessment is delinquent but the borrower or property owner is current on payment of all municipal taxes due to the City, then a Commercial PACE lienholder shall accept an assignment of the Commercial PACE Lien, as provided in the written agreement between City and the Capital Provider. The assignee shall have and possess all the same powers and rights at law as the City and its tax collector with regards to the priority of the Commercial PACE Lien, the accrual of interest and fees and the costs of collection. The assignee shall have the same rights to enforce the Commercial PACE Lien as any private party or lender holding a lien on real property, including, but not limited to, the right of foreclosure consistent with 14 M.R.S. §§ 6203-A and 6321 and any other action in contract or lawsuit for the enforcement of the Commercial PACE Lien.

(b) Judicial or nonjudicial sale or foreclosure. In the event of a judicial or nonjudicial sale or foreclosure of a property subject to a Commercial PACE Lien by a lienholder that is not a Commercial PACE lienholder, the Commercial PACE Lien must survive the foreclosure or sale to the extent of any unpaid installment, interest, penalties or fees secured by the lien that were not paid from the proceeds of the sale. All parties with mortgages or liens on that property, including without limitation Commercial PACE lienholders, must receive on account of such mortgages or liens sale proceeds in accordance with the priority established in the Commercial PACE Act and by applicable law. A Commercial PACE Assessment is not eliminated

by foreclosure and cannot be accelerated. Only the portion of a Commercial PACE Assessment that is in arrears at the time of foreclosure takes precedence over other mortgages or liens (except liens for real property taxes of the municipality and liens of municipal sewer, sanitary and water districts); the remainder transfers with the property at resale.

(c) Unless otherwise agreed upon by the Capital Provider, all payments on a Commercial PACE Assessment that become due after the date of transfer by judicial or nonjudicial sale or foreclosure must continue to be secured by a lien on the property and are the responsibility of the transferee.

(d) Release of lien. The City will discharge a Commercial PACE Lien created under the Commercial PACE Act and this Ordinance upon full payment of the amount specified in the Commercial PACE Agreement. A discharge under this subsection must be filed in the Cumberland County Registry of Deeds and must include reference to the notice of Commercial PACE Agreement previously recorded pursuant to the Commercial PACE Act and this Ordinance.

(e) No City Responsibility for Commercial Pace Assessment Payments. The City shall not be obligated to make any Commercial PACE Assessment payment during any period in which the City is deemed to be the owner of the Qualified Property by virtue of the automatic foreclosure of a tax lien mortgage, pursuant to 36 M.R.S. § 943, as amended, provided that the City includes such a provision in the Commercial PACE Agreement for that Qualified Property.

**Sec. 6-198.5. Liability of municipal officials; liability of City.**

(a) Notwithstanding any other provision of law to the contrary, City officers, officials, and employees, including without limitation, Tax Assessors and Tax Collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a Commercial PACE Program, including without limitation, claims for or related to uncollected Commercial PACE Assessments under this Ordinance.

(b) Other than the fulfillment of its obligations specified in a Commercial PACE Agreement, the City has no liability to a commercial property owner or the Trust for or

related to Energy Savings Improvements financed under a Commercial PACE Program.

**Sec. 6-199. ~~Reserved~~ Conformity to Changed Standards.**

This Ordinance is intended to comply with the Commercial PACE Act and the administrative rules of the Trust issued in connection with the Commercial PACE Act, as the same may be amended. If the Trust or any State or federal agency adopts standards, promulgates rules, or establishes model documents subsequent to the City's adoption of this Ordinance and those standards, rules or model documents substantially conflict with this Ordinance, the City shall take necessary steps to conform this Ordinance and its Commercial PACE Program to those standards, rules or model documents.

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** October 3, 2023

**SUBJECT:** Order 42-23/24 Amendment of the Portland City Code Chapter 28 Re: City Parking Regulations - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair

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

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading**

**Final  
Action**

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

**Does this item involve a new contract with the City: This ordinance has been reviewed and approved by the Office of Corporation Counsel.**

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

**I. SUMMARY**

**II. AGENDA DESCRIPTION**

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this ordinance to the City Council for approval.

This amendment updates definitions in Chapter 28 of the City Code (Parking) (Crosswalks, Electric Vehicles, Prolonged Parking, resident motor vehicle) and changes to the towing ordinance to require people who have three or more unpaid tickets to pay their unpaid tickets before their towed vehicle can be released. It also creates a \$500 penalty for tampering or attempts to remove a parking boot.

This item must be read on two separate days. It received its first reading on October 2, 2023. 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. Ch. 28 re Parking Regulations 10.2.2023
2. 09.19.23 Council memo Ch. 28 from Nicole Albert

Prepared by:

Date: 10/03/2023

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

**CITY OF PORTLAND  
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE  
CHAPTER 28 RE: CITY PARKING REGULATIONS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,  
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That the Sections 28-1, 28-53, 28-58, 28-84, 28-91, 28-101, and 28-106 of the Portland City Code Chapter 28 are hereby amended to read as follows:*

**Sec. 28-1. Definitions.**

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them below. When a term is used in this chapter but not defined below, the definitions in 29-A M.R.S.A. § 101 and any amendments thereto shall be used.

...

*Cross walk* shall mean:

(a) That portion of a roadway ordinarily included within the prolongation or continuation of the lateral lines of sidewalks at intersections. Where two (2) or more streets intersect and only some of the crosswalks at such intersection are marked for pedestrian traffic, ~~the word crosswalk as used in this article shall include only such marked crosswalks at any such intersection.~~

(b) Any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.

*Driver* shall mean every person who drives or is in actual physical control of a motor vehicle.

Electric Vehicle or EV shall mean a vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. An EV includes both a vehicle that can only be powered by an electric motor that draws electricity from a battery (all-electric vehicle) and a vehicle that can be powered by an electric motor that draws electricity from a battery and by an internal combustion engine (plug-in hybrid electric vehicle). For purposes of this chapter, a gas-powered hybrid vehicle that does not require charging from an external source shall be considered a non-EV.

*Esplanade* shall mean the city owned or controlled area between any sidewalk or sidewalk right-of-way and the roadway curblin.

...

*Prolonged parking* shall mean parking, at a meter or a designated parking space in excess of the maximum limit of parking designated for such space, without moving the vehicle out of the space to another/different block and making the space available for use by another person, at a meter or a designated parking space in excess of the maximum limit of parking designated for such space. Prolonged parking shall include, without limitation, "feeding the meter," so-called.

...

**Sec. 28-53. Stopping, standing or parking prohibited at specific locations.**

No person shall stop, stand or park a vehicle in any of the following places, nor shall any person move a vehicle not owned by him or her into any of such places, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, parking control officer, other authorized person or traffic-control device:

- (a) On a sidewalk or esplanade, provided, however, that persons authorized to operate pushcarts pursuant to article II of chapter 19 shall not be prohibited from stopping, standing or parking such pushcarts on sidewalks or esplanades in the course of business and in accordance with the provisions of and limitations imposed pursuant to article II of chapter 19; and provided further, that between the sidewalk and roadway on the Eastern Promenade between Atlantic Street and

North Street, parking in a driveway shall be permitted during an emergency declared under section 28-97;

...

(m) In front of a place of business for longer than one (1) hour between the hours of 9:00 a.m. and 5:00 p.m., except for Sundays and state and federally sanctioned holidays, unless a different regulation is provided by sign or by meter or by this chapter for such location.

(n) in any bicycle lane designated as such by the city traffic engineer.

(o) at any designated EV charging station, if the vehicle being parked is not an EV or is an EV which is not plugged in.

...

**Sec. 28-58. Parking of trucks and certain other vehicles prohibited.**

(a) No person shall stop, stand or park any motor vehicle which exceeds twenty (20) feet in length in any area zoned residential pursuant to the zoning ordinance on any public street, public way, or publicly owned property, during the months of November through March.

(b) The above prohibition shall not apply when such vehicles are necessarily engaged in making deliveries, accepting or discharging passengers, loading or unloading cargo, or providing governmental, utility, emergency or other services to abutting properties. Furthermore, this section shall not apply to vehicles necessarily engaged in the construction, repair, or maintenance of public streets, public ways or publicly owned property.

(c) No person shall park any boat, camper, trailer, recreational vehicle, similar vehicle or any snowmobile on any and all streets for more than twenty-four (24) cumulative hours in any seven-calendar-day period.

...

**Sec. 28-84. Violations.**

It shall be unlawful for any person to:

(a) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked in any paid parking space without having paid the required parking fee by any method approved by the City Manager;

(b) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to remain in a parking space beyond the period of legal parking time established for such parking space as provided in the traffic schedule, or, except as provided in Section 19-26, to make any payment for the purpose of parking beyond the maximum legal parking time designated by the parking meter or multi-space meter ("prolonged parking" or "feeding the meter"). Upon expiration of metered time or time zone, vehicle must be moved to another block, and must not return to the original block for at least three (3) hours;

...

(h) Cause, allow, permit, or suffer any vehicle registered in the name of or operated by such person to be parked on City property (including but not limited to, streets, rights-of-way, parks, parking lots, or public areas) without displaying evidence of a current and valid registration.

...

**Sec. 28-91. Residential parking permits.**

(a) Annual permit stickers, hereinafter "permits," may be issued to Portland residents for parking in excess of one-hour and two-hour limitations on public streets in residential areas, as defined by order of the city council, when parked within the defined residential parking district for which the permit is issued. All other parking regulations of the city apply, including without limitation parking meters.

(b) As used in this section, the following terms shall have the meanings ascribed to them:

- (1) *Resident* means a person who has declared or established residency in the city or has been domiciled in this city for a period of at least thirty (30) days.
- (2) *Residential area* means a contiguous or nearly contiguous area containing public streets and highways or parts

thereof where residents dwell;

- (3) *Resident motor vehicle* shall mean a registered motor vehicle owned or leased by a resident of the residential permit parking area and bearing a valid parking permit issued pursuant to this section. For purposes of this division, "lease" includes permanent assignment of a company vehicle to a resident, which vehicle is principally garaged at that person's residence. Resident motor vehicle shall not mean Motor Homes, buses or vehicles over 25 feet in length.
- (4) *Residential permit parking zone* shall mean a residential area designated as such by order of the city council.

...

#### **Sec. 28-101. Applicability.**

(a) *In general.* Any vehicle of any kind or description parked upon a public street of the city at any place, in any manner, or for any length of time prohibited by this Code, or during any emergency parking ban declared by the city manager as provided in this chapter, may be removed by, or under the direction of or at the request of, any police officer of the city to a garage, storage place, or to city property within the limits of the city or within a radius of five (5) miles from Portland City Hall and impounded therein until the towing and storage fees established by article IV of this chapter are paid, and, until the requirements of this division are met. Such police officer may use such force as may be necessary to enter the vehicle and cause the same to be placed in a condition to be moved and may summon a licensed tow operator pursuant to the provisions of article IV of this chapter for such purpose.

(b) *Scofflaw.* Any vehicle which has accumulated three (3) or more notices of violation of any parking regulation or regulations made pursuant to this chapter for which there has been neither payment of waiver fees nor issuance of court process and which is then parked in violation of any such provision may, at the option of any city police, parking control or other officer authorized to enforce the parking regulations of the city, be immobilized in place or may be removed and stored pursuant to the provisions of this chapter until all waiver fees established pursuant to 30-A M.R.S.A. § 3009 for all such outstanding notices of violations and also the charges authorized by article IV have been paid or until the

requirements of section 28-103(b) or (c) have been met. If impoundment by immobilization is utilized, a charge of fifty dollars (\$50.00) shall be charged and paid prior to such release. Any vehicle having accumulated three (3) or more unpaid notices of violation, as described above, which is legally towed for any reason may be held until all outstanding payments have been made.

(c) Emergency utility tow. When emergency utility work requires a legally parked vehicle to be towed in order for utility crews to access necessary utility infrastructure or equipment, the utility shall be responsible for the cost of towing and storage.

...

**Sec. 28-106. Interference with enforcement.**

It shall be unlawful for any person to tamper with or to attempt to remove any immobilizing device attached to a vehicle or to obstruct or attempt to prevent the removal of a vehicle as provided in this division. A fine of not less than \$500 shall be imposed for a violation of this section.

Office of Corporation Counsel  
Michael Goldman, *Corporation Counsel*  
Amy R. McNally, *Associate Corporation Counsel*  
Nicole M. Albert, *Associate Corporation Counsel*  
Rachel L. Millette, *Associate Corporation Counsel*



TO: Transportation and Sustainability Committee  
FROM: Nicole Albert, Associate Corporation Counsel  
DATE: September 19, 2023  
RE: Proposed changes to Ch 28 of City Code

---

Members of the Council:

I have been working with John Peverada and Andy Martin of the Parking Division, with input from Troy Moon and Jeremiah Bartlett, on several proposed changes to the Parking Section of the City Code, Chapter 28, as well as amendments to the Traffic Schedule (removal of 31 low-producing parking meters). Below please find an explanation of the proposed changes which are reflected in the accompanying redlined document:

**Sec. 28-1 (Definitions)**

Crosswalks We have proposed a change to the definition of “crosswalk” by removing the requirement that “crosswalk” only apply to marked crosswalks. This change allows Parking Enforcement to ticket when drivers park blocking the tip down at an intersection (which allows pedestrians as well as wheelchairs and other assistive devices to get to street level to cross without going over a curb). Not all crosswalks are marked, but all should have tip downs to facilitate crossing.

Electric Vehicle We’ve added a proposed definition of Electric Vehicle or EV where there previously was none. This definition was created using industry-standard terminology and in consultation with Troy Moon, and will allow for penalties when vehicles which do not require charging park at designated EV charging stations.

Prolonged Parking We’ve proposed a change to this definition that would require a vehicle, once its paid parking time had elapsed, to move to another block. This is related to a proposed amendment to sec. 28-84(b), discussed below, and enforcement of that violation.

### **Sec. 28-51 (Traffic Schedule)**

We have proposed new violation codes for the following:

5. Added vehicles parked in bicycle lanes

18 . Non EVs parking at EV charging stations, and EVs parked at charging stations but not plugged in

19, Unregistered motor vehicles. With this addition, we will be able to ticket vehicles that do not display evidence of a current registration. Tickets can be voided if proof of current registration is provided.

We have also proposed the following change for clarification:

Violation T - propose removing the word “metered” to include a violation for anyone who parks taking up more than one space, not just metered spaces.

### **Sec. 28-53 (Stopping, standing or parking prohibited at specific locations)**

(n) Proposed adding bicycle lanes to areas where parking is prohibited

(o) Proposed adding EV charging stations to areas where parking is prohibited, unless the vehicle is an EV and is plugged in.

### **Sec. 28-58 (Parking of trucks and certain other vehicles prohibited)**

Proposed clarification that RVs and Trailers can park for a maximum of 24 *cumulative* hours on any and all street in a seven-day period

### **Sec. 28-84 (Violations)**

(b) We are proposing a change to require a driver to move their vehicle to another block upon expiration of their metered or paid time, and not to return to the original block for three hours. Currently, violators claim they rolled forward one space or drove around the block and parked in the exact same spot. When using License Plate Recognition (LPR), the photo shows a GIS coordinate and a picture of where the car was parked, but there is no way to determine if the car was driven around the block and reparked in the same spot. This method is used in other municipalities.

(h) We are proposing adding a violation for not displaying proof of current and valid registration, as discussed above.

### **Sec. 28-91 (Residential parking permits)**

(b)(3) We are proposing a change to the definition of resident motor vehicle as used in this section of the Code to exclude Motor homes, buses, or vehicles over 25 feet in length. This would prohibit those vehicles from being eligible for a residential parking permit.

### **Division 6: Towing and Immobilization of Vehicles** **Section 28-101 (Applicability)**

(b) We are proposing adding language to require that any vehicle towed for illegal parking that has three or more unpaid tickets must pay all of the tickets before the vehicle can be released

(c) We are proposing this change to require that if a utility company calls for an emergency tow, then the utility company shall pay the towing and storage fee since the owner of the vehicle would have no notice and no way of knowing. This codifies our current practice of requiring the utility company to pay for emergency tows. (We also do our best to locate the owner of the vehicle before calling for a tow.)

### **Sec. 28-106 (Interference with Enforcement)**

We propose adding a fine of not less than \$500 for a person who tampers with or attempts to remove a boot or or attempts to prevent the removal of a vehicle.

### ***Other Proposed Actions which require Council Approval:***

#### **REMOVAL OF PARKING METERS:**

We have 31 single space parking meters that are generating minimal revenue and rather than updating them with new mechanisms, we are proposing to remove them and replace them with 2 hour time limit signs. The meters in question are as follow:

- 8 Meters on lower Forest Ave (in front of the Federal Building next to the Post Office) that produce approximately \$285.00 a year combined. ( Approx. \$35.63 per meter.)
- 8 Meters on lower Forest Ave (Across the street from the post Office in front of the park), leaving the upper 4 meters closest to Park Ave.
- 11 Meters on Lower Chestnut St. (leaving the 6 meters abutting Planet Fitness and 1 at the corner of Marginal Way) that produce approximately \$680 per year combined. (Approx. \$37.75 per meter).
- 4 meters at 29 Marginal Way that produce approximately \$130.00 a year combined. (Approx. \$32.50 a meter.)

**Grand Total: 31 Meters**

Compared To Similar Streets:

- *Brown St: has 11 spaces that produce over \$3,200.00 a year combined, \$290 per.*
- *Exchange St: has 9 spaces that produce approximately \$10,760.00 a year combined, \$1,195 per.*
- *Silver St: has 9 spaces that produce approximately \$8,600.00 a year combined, \$955 per.*

Thank you for your consideration of these proposed changes. Staff will be available to answer any questions the Council might have.

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** John Peverada  
**DATE:** October 3, 2023  
**SUBJECT:** Order 43-23/24 Amendment of the Traffic Schedule Re: Metered To Non-Metered (Two-Hour) Parking on Forest Avenue, Chestnut Street, and Marginal Way - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair  
**SPONSOR:** Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair  
**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading 10/2/2023**

**Final  
Action 10/16/2023**

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

**Does this item involve a new contract with the City: This amendment has been reviewed and approved by the Office of Corporation Counsel.**

**PRESENTATION:** John Peverada, Parking Director, explanation of requested amendments, 3 minutes.

**I. SUMMARY**

This Traffic Schedule Amendment removed metered parking on lower Forest Avenue, lower Chestnut Street, and Marginal Way and replaces them with free two-hour parking.

**II. AGENDA DESCRIPTION**

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this ordinance to the City Council for approval.

This traffic schedule amendment removes 31 low-producing parking meters on lower Forest Avenue, lower Chestnut Street, and Marginal Way, and replaces them with signage for two-hour parking.

This item must be read on two separate days. It received its first reading on October 2, 2023. Five affirmative votes are required for passage after public comment.

**III. BACKGROUND**

Upon review of city's parking revenue by the City's Parking Division, these 31 meters have been determined to be substantially underproducing. Parking Division Manager John Peverada proposed their removal and replacement of these metered spaces with 2-hour time limit spaces to maintain parking turnover.

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

Passage.

**V. FINANCIAL IMPACT**

Minimal financial impact is anticipated. The parking meters average approximately \$34 per year in revenue each, as compared with other meters in the City which produce over \$1,000 per year in revenue.

**VI. STAFF ANALYSIS AND BACKGROUND**

The Parking Division, Corporation Counsel, and Jeremiah Bartlett, Transportation Systems Engineer, support removal of these 31 meters.

**VII. RECOMMENDATION**

Approval.

**VIII. LIST ATTACHMENTS**

1. Order re Traffic Schedule Amendment Various 2-hour change 10.2.2023

Prepared by:

John Peverada

Date: 10/03/2023

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**AMENDMENT TO THE TRAFFIC SCHEDULE**  
**RE: METERED TO NON-METERED (TWO-HOUR) PARKING ON FOREST AVENUE, CHESTNUT STREET, AND MARGINAL WAY**

**ORDERED**, that the City of Portland’s Traffic Schedule be and hereby is amended as follows:

**By Removing under Forest Avenue, from a point approximately 435 feet north of Portland Street to a point approximately 600 feet north of Portland Street for a distance of 165 feet:**

East Side

➤ **Schedule XXI – Meter Zone 2-Hour**

**By Adding under Forest Avenue, from a point approximately 435 feet north of Portland Street to a point approximately 600 feet north of Portland Street for a distance of 165 feet:**

East Side

➤ **Schedule XVIII – 2-Hour Parking**

**By Removing under Forest Avenue, from a point approximately 180 feet north of Portland Street to a point approximately 340 feet north of Portland Street for a distance of 160 feet:**

West Side

➤ **Schedule XXI – Meter Zone 2-Hour**

**By Adding under Forest Avenue, from a point approximately 180 feet north of Portland Street to a point approximately 340 feet north of Portland Street for a distance of 160 feet:**

West Side

➤ **Schedule XVIII – 2-Hour Parking**

**By Removing under Chestnut Street, from a point approximately 250 feet south of Marginal Way to a point approximately 330 feet south of Marginal Way for a distance of 80 feet:**

East Side

- **Schedule XXI – Meter Zone 2-Hour**

**By Adding under Chestnut Street, from a point approximately 250 feet south of Marginal Way to a point approximately 330 feet south of Marginal Way for a distance of 80 feet:**

East Side

- **Schedule XVIII – 2-Hour Parking**

**By Removing under Chestnut Street, from a point approximately 110 feet south of Marginal Way to a point approximately 250 feet south of Marginal Way for a distance of 140 feet:**

East Side

- **Schedule XXI – Meter Zone 2-Hour**

**By Adding under Chestnut Street, from a point approximately 110 feet south of Marginal Way to a point approximately 250 feet south of Marginal Way for a distance of 140 feet:**

East Side

- **Schedule XVIII – 2-Hour Parking**

**By Removing under Marginal Way, from a point approximately 275 feet east of Forest Avenue to a point approximately 355 feet east of Forest Avenue for a distance of 80 feet:**

East Side

- **Schedule XXI – Meter Zone 2-Hour**

**By Adding under Marginal Way, from a point approximately 275 feet east of Forest Avenue to a point approximately 355 feet east of Forest Avenue for a distance of 80 feet:**

East Side

- **Schedule XVIII – 2-Hour Parking**

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** October 3, 2023

**SUBJECT:** Order 44-23/24 Amendment of Chapter 35 Re: Delivery of Adult-use Marijuana and Marijuana Products by Authorized Licensees - Sponsored by the Health & Human Services and Public Safety Committee, Councilor April Fournier, Chair

**SPONSOR:** The Health & Human Services and Public Safety Committee  
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading 10/2/2023**

**Final  
Action 10/16/2023**

**Can action be taken at a later date: No** The new state law mandating these changes goes into effect on October 25, 2023.

**Does this item involve a new contract with the City: This amendment was reviewed and approved by Corporation Counsel.**

**PRESENTATION:** Nicole Albert, Associate Corporation Counsel; Chris Beaumont, Marijuana Compliance Coordinator; and Jessica Hanscombe, Director of Permitting & Inspections, explanation of requested amendments, 5 minutes.

**I. SUMMARY**

This item would amend Chapter 35 of the City Code based on new legislation at the state level, which requires municipalities to allow delivery of adult-use marijuana and marijuana products.

**II. AGENDA DESCRIPTION**

The Health & Human Services and Public Safety Committee met on September 19, 2023 and voted 3-0 to forward these amendments to the City Council for approval.

This request from Permitting & Inspections Director Jessica Hanscombe would amend Chapter 35 of the City Code based on new legislation at the state level, which requires municipalities to allow delivery of adult-use marijuana and marijuana products.

An additional amendment to Chapter 35, proposed by Councilor Anna Trevorrow, is also included for consideration.

This item must be read on two separate days. It received its first reading on October 2, 2023. Five affirmative votes are required for passage after public comment.

**III. BACKGROUND**

“An Act to Amend the Adult Use Cannabis Laws”, enacted on July 6, 2023 and effective October 25, 2023, mandates that municipalities may no longer prohibit delivery of adult use cannabis and adult use cannabis products otherwise authorized. As a result, amendments are required to Chapter 35 to allow delivery of these products.

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

Passage and adoption are requested.

## **V. FINANCIAL IMPACT**

There should be little to no financial impact from these amendments.

## **VI. STAFF ANALYSIS AND BACKGROUND**

Upon enactment of the new law, staff began working on amendments to Chapter 35 to bring the City Code into compliance with state law.

## **VII. RECOMMENDATION**

Approval of the proposed amendments.

## **VIII. LIST ATTACHMENTS**

1. Ch. 35 Re Amendments for Delivery of Marijuana Products 10.2.2023
2. Trevorrow Amendment to Order 44 FY24 Ch. 35, Sections 35-36 and 35-42 10.16.23
3. 09.21.23 Chapter 35 Memo from Nicole Albert City Council

Prepared by:

Date: 10/03/2023

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

**CITY OF PORTLAND  
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE  
CHAPTER 35 RE: DELIVERY OF ADULT-USE MARIJUANA AND MARIJUANA  
PRODUCTS BY AUTHORIZED LICENSEES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,  
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That the Sections 35-2, 35-24 - 35-27, 35-36, and 35-43 of the Portland City Code Chapter 35 are hereby amended to read as follows:*

**35-2. Definitions.**

Except as otherwise specified, the definitions in Chapter 14 shall apply to this Chapter.

...

Mobile sales shall include sales directly from motor vehicles or vessels, tours, catering, or temporary off-site sales (including but not limited to "pop-up" events, farmer's markets, fairs, festivals, concerts, trade shows, or similar). Mobile sales shall not mean authorized deliveries from licensed businesses.

...

**35-24. Cultivation Licenses.**

In addition to the requirements provided elsewhere in this Article, an applicant for any tier of cultivation license must also provide the following:

- (a) The amount of plant canopy to be grown;

...

(h) If the applicant intends to offer mobile delivery (if permissible under their State license), applicant must complete a mobile security form available through Permitting and Inspections, and must provide proof of the following:

1. Copy of Current registration, and motor vehicle insurance for any vehicle which could be used for any mobile operations of the marijuana business;

2. Copy of valid driver's license for all listed employees who could potentially be conducting mobile operations.

### **35-25. Manufacturing Licenses.**

In addition to the requirements provided elsewhere in this Article, an applicant for a manufacturing license must also provide the following:

...

(i) If the applicant intends to offer mobile delivery (if permissible under their State license), applicant must complete a mobile security form available through Permitting and Inspections, and must provide proof of the following:

1. Copy of Current registration and motor vehicle insurance for any vehicle which could be used for any mobile operations of the marijuana business;

2. Copy of valid driver's license for all listed employees who could potentially be conducting mobile operations.

### **35-26. Retail and Dispensary Licenses.**

In addition to the requirements provided elsewhere in this Article, an applicant for a retail license must also provide the following:

...

(e) If the applicant intends to offer mobile delivery (if permissible under their State license), applicant must complete a mobile security form available through Permitting and Inspections, and must provide proof of the following:

1. Copy of Current registration and motor vehicle insurance for any vehicle which could be used for any mobile operations of the marijuana business;

2. Copy of valid driver's license for all listed employees who could potentially be conducting mobile operations.

**35-27. Small Scale Caregiver License.**

In addition to the requirements provided elsewhere in this Article, an applicant for a small scale caregiver license must also provide the following.

...

(e) Operations plan, including overview of policies and procedures, including policies and procedures to prevent sales to minors and to ensure that the small scale caregiver operation does not exceed the five patients in one calendar month, and similar information.

(f) If the applicant intends to offer mobile delivery (if permissible under their State license), applicant must complete a mobile security form available through Permitting and Inspections, and must provide proof of the following:

1. Copy of Current registration and motor vehicle insurance for any vehicle which could be used for any mobile operations of the marijuana business;

2. Copy of valid driver's license for all listed employees who could potentially be conducting mobile operations.

...

**35-36. Security Requirements.**

All marijuana businesses must implement the following minimum security requirements, which shall also be incorporated into a security plan.

...

(b) Mobile security. All mobile operations of a marijuana business, including pick-ups and deliveries of samples for

testing, wholesale products, ~~authorized deliveries by small scale caregivers~~, and similar functions shall have the following security:

...

### 35-43. Additional Retail Store and Dispensary Requirements.

~~Retail stores and dispensaries~~ Marijuana businesses licensed pursuant to this Article must also meet the following performance standards:

(a) Hours of operation. Marijuana retail stores and dispensaries may only be open to the public between the hours of 7:00 a.m. and 10:00 p.m. daily, and no sale or other distribution of marijuana may occur on the premises outside of those hours.

(b) Age restrictions.

1. A medical marijuana retail store may not allow any individual under the age of 18 to enter their premises, including as an employee.

2. An adult use marijuana retail store may not allow any individual under the age of 21 to enter their premises, including as an employee.

3. Any delivery made under this Article must be to an adult 21 years of age or older or to a qualifying medical patient under Maine law.

...

(f) Fixed location sales ~~only~~ and delivery.

~~1. A marijuana retail store, small scale caregiver, and/or dispensary may only sell marijuana and marijuana products in person, directly to the purchaser, and out of a fixed and licensed location.~~

~~21. Mobile sales, deliveries, catering, sales from vehicles or vessels, tours, and similar sales are specifically prohibited.~~

~~32. Mail order, telephone, internet or similar remote sales are specifically prohibited.~~

~~4. Notwithstanding the provisions of this section, a small scale caregiver, medical marijuana retail store, and/or dispensary may make deliveries of marijuana products to a~~

~~qualifying patient with whom that small scale caregiver, medical marijuana retail store, and/or dispensary has an existing relationship with and whose written certification regarding medical use of marijuana the small scale caregiver, medical marijuana retail store, and/or dispensary has previously verified in person.~~

(g) Drive through windows. A marijuana retail store or dispensary may not use a drive through window, or any other outdoor space to sell marijuana or marijuana products.

...

(j) Annual training. Each manager of any marijuana retail store or dispensary, and all front line staff of each marijuana retail store or dispensary and any staff conducting mobile retail deliveries must attend a City-approved training within ninety days of beginning in that position and then annually thereafter. Employing a manager or front line staff that does not have the required training may be grounds for suspension. If the training program is provided by the Department of Health and Human Services, the Department shall charge a fee for the cost of this class.

**BE IT FURTHER ORDAINED**, that these amendments are enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make them effective immediately to be in compliance with State Law.

**AMENDMENT TO ORDER 44-23/24  
PREPARED BY CORPORATION COUNSEL FOR COUNCILOR TREVORROW  
RE: REDUCING REGULATIONS**

**35-36. Security Requirements.**

All marijuana businesses must implement the following minimum security requirements, which shall also be incorporated into a security plan.

(a) Building security. All fixed locations for a marijuana business shall have the following:

...

(b) Mobile security. All mobile operations of a marijuana business, including pick-ups and deliveries of samples for testing, wholesale products, deliveries by small scale caregivers, and similar functions shall have the following security:

1. The vehicle may not have identifying marks associating the vehicle with a marijuana business;
2. The vehicle must have video cameras showing the interior of the vehicle, as well as the exterior of the vehicle, and recordings must be maintained for at least 14 days and must be made available to an authorized representative of the City upon request; ~~and~~ and
- ~~3. For mobile operations of a marijuana retail store, marijuana manufacturing and marijuana cultivation, the vehicle must have at least two individuals present in the vehicle.~~

...

### 35-43. Additional Retail Store and Dispensary Requirements.

Retail stores and dispensaries licensed pursuant to this Article must also meet the following performance standards:

(a) Hours of operation. Marijuana retail stores and dispensaries may only be open to the public between the hours of 7:00 a.m. and 10:00 p.m. daily, and no sale or other distribution of marijuana may occur on the premises outside of those hours.

...

(f) Fixed location sales only.

1. A marijuana retail store, small scale caregiver, and/or dispensary may only sell marijuana and marijuana products in person, directly to the purchaser, and out of a fixed and licensed location.
2. Mobile sales, deliveries, catering, sales from vehicles or vessels, tours, and similar sales are specifically prohibited.
3. Mail order, telephone, internet or similar remote sales are specifically prohibited.
4. Notwithstanding the provisions of this section, a small scale caregiver, medical marijuana retail store, and/or dispensary may make deliveries of marijuana products to a qualifying patient whose medical certificate has been verified in person.~~with whom that small scale caregiver, medical marijuana retail store, and/or dispensary has an existing relationship with and whose written certification regarding medical use of marijuana the small scale caregiver, medical marijuana retail store, and/or dispensary has previously verified in person.~~

**Office of Corporation Counsel**

Michael Goldman, *Corporation Counsel*

Amy R. McNally, *Associate Corporation Counsel*

Nicole M. Albert, *Associate Corporation Counsel*

Rachel L. Millette, *Associate Corporation Counsel*



TO: Portland City Council

FROM: Nicole Albert, Associate Corporation Counsel

DATE: September 21, 2023

RE: Proposed changes to Ch 35 of City Code necessitated by new Maine law

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On July 6, 2023, H.P. 1205 - L.D. 1088, “An Act to Amend the Adult Use Cannabis Laws” was enacted in Maine. Among other provisions, this law, which will go into effect on October 25, 2023, mandates that municipalities may no longer prohibit delivery of adult-use cannabis and adult-use cannabis products otherwise authorized under that section of the law. A copy of the legislation, with the pertinent provision highlighted, is attached for your reference.

Because Chapter 35 of the Portland City Code did not previously authorize delivery for adult use retail licensees, I have been working with Chris Beaumont, the City’s Marijuana Compliance Coordinator, with the oversight of Jessica Hanscombe, Director of Permitting and Inspections, to draft proposed changes to Chapter 35 to bring us into compliance with Maine law. Attached please find the redlined version of Chapter 35, which contains the following proposed changes by section:

- **35-2** - Added definition of “Mobile Sales” to distinguish between sales from vehicles and authorized deliveries, which require placing an order with a licensee, which is then delivered.
- **35-24 - Cultivation Licenses**
  - Added (h) which requires an applicant wishing to offer delivery to complete a mobile security form, and provide proof of registration, insurance and driver’s licenses for all employees who could be making deliveries, for safety purposes.
- **35-25 - Manufacturing Licenses**

- Added (i) which contains the same provisions as 35-24 (h), above.
- **35-26 - Retail and Dispensary Licenses**
  - Added (e) which contains the same provisions as 35-24(h).
- **35-27 - Small Scale Caregiver License.**
  - Added (f) which contains the same provisions as 35-24(h).
- **35-36 - Security Requirements**
  - (b) Mobile Security - because the list of licensees who can offer delivery service is expanded, changed the language to include “authorized deliveries” to cover any licensee who is authorized by law to deliver.
- **35-43 - Additional Retail Store and Dispensary Requirements**
  - (a)(3) - Added specification that all deliveries must be made either to an adult over 21 or to a qualifying medical patient, as specified under Maine law.
  - (f) - added “and delivery” to “fixed location sales”
    - (f)(1) removed this section which previously prohibited deliveries
    - (f)(2) renumbered, removed much of the detail in this section which is now contained in the definition of “Mobile Sales” in section 35-2.
    - (f)(3) renumbered
    - (f)(4) removed, as it is no longer necessary under the new law to specifically allow medical licensees to provide delivery, since delivery is now permitted
  - (j) Annual training. Added any staff who conduct deliveries to the list of employees who must attend annual training.

Given that the changes to the law go into effect on October 25 of this year, we are requesting that a first reading be held at the Council meeting on October 2, 2023, and that, following the second reading on October 16, 2023, the Council approve the amendments on an emergency basis, so that the changes will go into effect immediately (and therefore before the state law goes into effect on October 25). Staff will be available to answer any questions the Council might have.

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Ashley Rand, City Clerk  
**DATE:** October 3, 2023  
**SUBJECT:** Order 45-23/24 Amendment to the Portland City Code Chapter 2 Re: Qualification for Land Bank Commission Members and Addition of North Deering Park - Sponsored by Ashley Rand, City Clerk

**SPONSOR:** City Clerk  
**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
**1st Reading 10/2/2023** **Final  
Action 10/16/2023**

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

**Does this item involve a new contract with the City: The amendment has been reviewed by Corporation Counsel.**

**PRESENTATION:** City Clerk Ashley Rand will answer any questions o this proposed amendment.

**I. SUMMARY**

The amendment allows persons from the same council district to be appointed to the Land Bank Commission, when no person is available from every council district in the city.

**II. AGENDA DESCRIPTION**

The various boards and committees struggle to fill vacant spots. Amending the Land Bank Commission rules will help with recruitment efforts to fill vacancies. Vacancies are posted in the paper as well as online, but we still are not receiving enough applications to fill spots. Right now the Land Bank Commission requires a member from each district as well as At-Large members to be on the board. This vacancy was advertised, but no one from a district that was needed applied. Amending this would allow for positions to be advertised for each district, but when no applicants apply from the vacant district seat, candidates from the same district may be appointed.

This amendment also adds North Deering Park to the list of Land Bank parcels, after it was placed in the Land Bank by Order 98-22/23 approved on November 14, 2023.

This item must be read on two separate days. It received its first reading on October 2, 2023. 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**

None

**VI. STAFF ANALYSIS AND BACKGROUND**

Staff Analysis that will not appear in the Agenda Description.

**VII. RECOMMENDATION**

**VIII. LIST ATTACHMENTS**

1. Ch. 2 Members of Land Bank from same District and add N Deering Park 10.2023

Prepared by:

Ashley Rand, City Clerk

Date: 10/03/2023

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

**CITY OF PORTLAND  
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 2  
RE: QUALIFICATIONS FOR LAND BANK COMMISSION MEMBERS AND  
ADDITION OF NORTH DEERING PARK**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,  
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Sections 2-42 and 2-44 are hereby amended to read as follows:*

**Sec. 2-42. Commission Established.**

(a) *Findings.* The City Council hereby finds that:

1. There is a need to balance development within the municipality with conservation of open space important for wildlife, ecological, environmental, scenic or outdoor recreational values;
2. there are insufficient financial resources currently in place to plan for, and acquire significant open space lands or easements which are or may become available within the municipality or in adjoining buffer areas; and
3. there is a need to supplement the city's open space conservation efforts, without duplicating the efforts of other public and private groups including the Portland Planning Board, Portland Trails and the Portland Parks Commission.

Therefore, in order to ensure the conservation and preservation of limited open space with important wildlife, ecological, environmental, scenic or outdoor recreational values, there is hereby established a Portland Land Bank Commission, Portland Land Bank and a Portland Land Bank Fund.

(b) *Purposes.* It shall be the purpose of the commission to:

1. work for the acquisition and conservation of open space within the City, as defined in §2-43(a) below;
2. cooperate with other agencies and parties on wetlands mitigation projects;
3. recommend on a priority basis the acquisition of various interests in real estate in order to effectuate the goals of this article;
4. accept gifts and funds from both private and public sources and to disburse such funds in accordance with the commission's approved budget for the purposes hereunder;
5. act as a liaison to other public and private nonprofit agencies involved in planning, acquisition, disposition, and management of conservation and open space land within the municipality; and
6. recommend an annual budget to the City Manager and City Council to carry out its purposes.

(c) *Appointment of commission.* The Portland Land Bank Commission shall consist of and be administered by nine (9) persons appointed by the City Council for staggered three-year terms. Except as provided below for non-voting members, the members must be legal residents of the municipality and shall serve without compensation. One member of the commission shall be appointed from the City Council. Neither a municipal employee nor member of the Planning Board or Board of Appeals may be a member of the commission. To the extent feasible, representation on the board shall be diversified, including without limitation, members representing environmental or conservation interests, the Parks Commission, economic development, business and financial interests, and the public generally. There shall be a resident from each of the City Council districts on the commission, but if no candidate from a particular district applies to serve on the commission, an additional candidate from another district may be appointed.

...

**Sec. 2-44. Specific Properties Dedicated as Land Bank Property Interests.**

In addition to those properties currently designated or dedicated as Land Bank property interests, the following properties are hereby dedicated as Land Bank property interests:

- (a) Back Cove Park and Trail (429 K001, 166 X001, 165 X001, 158 X001, 157 X001, 139 X001, 128 X001, 440 A001, 442 B001, 442 X001, 441 X001, 009 X001, 008 X001, 440 X001)
- (b) Barrow's Park/Baxter Sundial (128 F001)
- (c) Bayside Park (026 H001, 026 H002, 026 H008)
- (d) Baxter Pines (133 A001-A017, 133 B001-B013, 133 B016-B020)
- (e) Baxter Woods (137 E012, 136 D004, 135 A005)
- (f) Bell Buoy Park (444 A001) (including only the existing brick and grass area around bell buoy) (urban open public space)
- (g) Belmeade Park (111 A001)
- (h) Capisic Pond Park (224A X001, 224A E016, 224 X001, 192 C001 192 H018, 192 H019, 192 H020, 192 H029, 223 A002, 223 A003)
- (i) Clark Street Park (057 K010)
- (j) Congress Square Park (037 E001) (urban open public space)
- (k) Deering Oaks Park (050 A001, 049 B001, 035 I001, 035 G001, 035 F001)
- (l) Dougherty Field (080 L001, 079 B001, 066 A002)
- (m) Eastern Promenade Park, East End Beach, Fort Allen Park (008 A003, 008 A007, 010 B006, 015 G001, 006 A001, 006 A002, 006 A006, 006 B003, 005 E004, 005 E001, 005 E002, 006 B001, 005 E008, 004 C002, 004 C001, 004 A001, 001 A001, 001 A003, 001 C007, 001 C006, 001 C005, 001 C004, 001 C001, 002 A014)
- (n) Fessenden Park (081 C006)
- (o) Fort Gorges (110 A010)
- (p) Fort Sumner Park (012 Q015, 013 K015)
- (q) Fox Field/Kennedy Park (023 B001)

- (r) Harbor View Park and Tate-Tyng Park (043 A001, 043 A002, 043 A003, 043 A004, 043 A005, 043 A006, 043 A007, 043 A008, 043 A009, 043 A010, 043 A011, 043 A013, 044 D001)
- (s) Heseltine Park (129 C001)
- (t) Lincoln Park (028 B001) (urban open public space)
- (u) Lobsterman Park (032 X002 - only including land south of the entrance to parking garage) (urban open public space)
- (v) Longfellow Square (no separate tax parcel) (only including statue and circular grassy area immediately surrounding statue) (urban open public space)
- (w) Monument Square (027 G001) (urban open public space)
- (x) Munjoy South Playground (017 G008)
- (y) Payson Park (159 G001, 163 L006, 164 A001, 165 A001, 166 A001, 166 A009, 167 B009, 167 B010)
- (z) Peppermint Park (021 F002)
- (aa) Pleasant Street Park (039 F025)
- (bb) Post Office Park (032 D005) (urban open public space)
- (cc) Riverside Golf Course (but excluding land on or within three hundred (300) feet of the parking lots and land on and within three hundred (300) feet of the existing clubhouse (building 1158) and three other buildings (buildings 1140, 1200, and 1260) and excluding any land on or within three hundred (300) feet of the Riverside Recycling Facility) (361 A002, 360 A001, 362 A001, 363 A001, 359 A001, 358, A001, 364 A001, 357 A001, 365 A001, 366 A001, 367 A001)
- (dd) Riverton Park (325 C008, 361 A001)
- (ee) Stroudwater Park (213 E003, 213 E004)
- (ff) Taylor Street Park (057 A006, 057 A009, 057 A010, 057 A018)
- (gg) Tommy's Park (032 H009) (urban open public space)

(hh) University Park (436 B001, 438 B001) ~~and~~

(ii) Western Promenade Park (064 E024, 068 E001, 070 C001, 071 A011, 071 A002, 071 A007) and

~~(ii)~~ (jj) — North Deering Park (371 A047, 371 A048, 371 A004, 371 A020, 371 A021)

Dedication of the above-listed properties as Land Bank property interests shall not affect any rights and interests of record held by third parties existing on the effective date of this ordinance. The above-listed properties may be removed from such dedication by the same process set forth in section 2-43(c).

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** September 15, 2023

**SUBJECT:** Order 54-23/24 Approving Parking Violation Waiver Fees - Sponsored by the Sustainability & Transportation Committee, Councillor Andrew Zarro, Chair

**SPONSOR:** Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair  
**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading**

**Final  
Action**

**Can action be taken at a later date: No This item should be considered with other Amendments on this agenda for a second read.**

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

**PRESENTATION:** John Peverada, Parking Director, explanation of requested amendments, 3 minutes.

**I. SUMMARY**

This order updates parking violation waiver fees.

**II. AGENDA DESCRIPTION**

The Sustainability & Transportation Committee met on September 13, 2023 and voted 2-0 (Pelletier absent) to forward this ordinance to the City Council for approval.

This order adds parking violation waiver fees, including fees for parking in bicycle lanes, non-electric vehicles parked at EV charging stations, and unregistered motor vehicles.

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**

Addition ticket revenue is anticipated, but it would not be substantial.

**VI. STAFF ANALYSIS AND BACKGROUND**

Staff Analysis that will not appear in the Agenda Description.

**VII. RECOMMENDATION**

Approval

**VIII. LIST ATTACHMENTS**

1. Order Approving Parking Violation Waiver Fees w chngd order 10.2.2023

Prepared by:

Date: 09/15/2023



**CITY OF PORTLAND**  
**IN THE CITY COUNCIL**

**ORDER APPROVING PARKING VIOLATION WAIVER FEES**

**ORDERED**, that the redlined, changed and new Parking Violation Waiver Fees are hereby approved:

Parking Violations and Waiver Fees

1	Expired Meter or receipt/no receipt/receipt face down	\$20.00
<u>2...</u>		
<u>3</u>	<u>repealed by Order 109-FY18 when odd/even house numbers overnight parking rule ended]</u>	
4	No Parking This Side Of Street	\$35.00
5	Double Parking, <del>or</del> Obstructing Traffic, <u>or Parking in bicycle lane</u>	\$35.00
6	Parking in Hazardous Area -Fire Hydrant-Crosswalk	\$40.00
7	Snow Removal or Plowing Area	\$35.00
8	No Parking Bus Stop	\$35.00
9	Blocking Driveway (On Complaint)	\$35.00
10	Displaying vehicle for sale	\$25.00
11	Washing, greasing or repairing such vehicle except for repairs necessitated by an emergency	\$25.00
12	Advertising purposes	\$25.00
13	Storage/abandoned vehicle (10 consecutive days)	\$25.00
14	Angle Parking Only	\$25.00
15	Parking a Vehicle 20' or more in Residential Area November-March	\$25.00
16	Camper, Trailer, boat, Etc. Over 24 hrs in any 7 calendar day period	\$25.00
17	Driver to Remain with Vehicle in Taxi Stand	\$25.00
<u>18</u>	<u>Non-EV parking at EV charging station or EV at charging station not plugged in</u>	<u>\$35.00</u>
<u>19</u>	<u>Unregistered motor vehicle</u>	<u>\$35.00</u>
A	Parking in Disabled Zone	\$200.00
<u>B....</u>	<u>Other.</u>	
C	Prolonged Parking-Feeding Meters	\$25.00
D	Overtime In Time Zone (Green Sign)	\$15.00
E	No Parking Zone	\$35.00
F	No Parking Between Signs	\$35.00

<b>G</b>	No Parking Here To Corner	\$35.00
<b>H</b>	No Parking Taxi Stand	\$35.00
<b>J</b>	No Parking Intersection	\$35.00
<b>K</b>	No Parking Sidewalk	\$35.00
<b>L</b>	No Parking / Dual Rear Wheels/ Overtime Commercial Vehicle Zone	\$40.00
<b>M</b>	No Parking Against Traffic Flow	\$35.00
<b>N</b>	Posted Emergency No Parking Zone	\$35.00
<b>P</b>	No Parking More than 18" from Curb	\$35.00
<b>Q</b>	No Stopping or Standing	\$35.00
<b>R</b>	No Parking City Lot or Property (Permit Required)	\$35.00
<b>S</b>	No Parking on Esplanade	\$35.00
<b>T</b>	No Parking That Takes More Than One <del>Metered Parking</del> Space	\$20.00
<b>U</b>	<del>Interference with enforcement</del>	<del>\$500.00</del>

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Victoria Volent, Housing Program Manager  
**DATE:** September 28, 2023  
**SUBJECT:** Order 55-23/24 Designating and Adopting the Municipal Development Program for the Riverton Park Affordable Housing Development and Tax Increment Financing District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair  
**SPONSOR:** Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair.

The Housing and Economic Development Committee met on September 19, 2023 and voted (3-0) to forward this item to the City Council with a recommendation for passage.

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading 10/16/2023**

**Final  
Action 11/6/2023**

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

**Does this item involve a new contract with the City: Corporation Counsel has reviewed and approved the Declaration of Covenants, and the Development Program.**

**PRESENTATION:** Mary Davis, Acting Housing & Community Development Division Director will be available for questions.

**I. SUMMARY**

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low-income households at Riverton Park. PHDC is requesting financial assistance from the City in the form of Affordable Housing Tax Incremental Financing (AHTIF) to support the cashflow of the project. If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value currently estimated at an average of \$172,987 annually over 20 years.

**II. AGENDA DESCRIPTION**

During a meeting held on September 19, 2023, the Housing and Economic Development Committee voted (3-0) to forward this item to the City Council with a recommendation for passage.

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low-income households at Riverton Park. PHDC is requesting financial assistance from the City in the form of Affordable Housing Tax Incremental Financing (AHTIF) to support the cashflow of the project. If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value currently estimated at an average of \$172,987 annually over 20 years.

The Riverton Park Redevelopment and Rehabilitation project (182 units in total) would include 130 units at

50% AMI (i.e. \$47,350 for two people), 25 units at 60% AMI (i.e. \$56,800 for two people), 16 units at 80% AMI (i.e. \$75,700 for two people), and 11 market rate units. The total bedroom count is; 8 studio, 13 one-bedroom, 36 two-bedroom, 69 three-bedroom, 30 four-bedroom, 20 five-bedroom, and 6 six-bedroom apartments.

Rehabilitation includes the demolition of the existing administrative building and the redevelopment of a larger Neighborhood Center to provide space for the Boys & Girls Club, Portland Housing Study Center, and a Teen Center.

PHDC is requesting two forms of financial assistance: \$1,500,000 in Affordable Housing Development funding, and Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at an annual average of \$172,987, with an estimated total of \$3,459,750 in captured increased assessed value tax revenue returned to the project/developer to support the cash flow of the project. The proposed project would be taxable with an estimated annual assessment of \$20,514,320 and estimated annual tax of \$142,329 at the current 23FY millage rate. The remaining increased taxable value, currently estimated at a 20-year average of \$172,987 with an estimated total of \$3,459,750 would be non-captured general fund revenue.

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

### **III. BACKGROUND**

Approval of this AHTIF request is key to making the project feasible.

The City Council must:

- (1) authorize the creation of the AHTIF District; and
- (2) approve the Credit Enhancement Agreement

### **IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

Establish an Affordable Housing Tax Incurrence Financing District to support the rehabilitation of 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low-income households at Riverton Park.

Increase access to rental housing that is safe and affordable for working and low-income households.

### **V. FINANCIAL IMPACT**

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

### **VI. STAFF ANALYSIS AND BACKGROUND**

### **VII. RECOMMENDATION**

Staff is requesting the City Council (1) approve the establishment of the Riverton Park Affordable Housing Development and Tax Increment Financing District, (2) approve a Credit Enhancement Agreement with Portland Housing Development Corporation, and (3) authorize the City Manager to sign and submit to MaineHousing for approval the documents to establish the district, in substantially the form as enclosed.

### **VIII. LIST ATTACHMENTS**

1. Designating Riverton Park Affordable Housing TIF 10.16.2023
2. underwriting Loan Memo Riverton Park 9.15.23

3. Project Summary
4. Dec of Cov DRAFT Riverton 9-25-23
5. Dev Program DRAFT Riverton 9-28-23
6. Pro Forma 7-28-2023
7. Riverton Park TIF Projection 50% 20yrs 8-9-23
8. Riverton Park Tax Shift Model 50% 20years 8-9-23.xls (1)
9. PERSPECTIVES
10. PERSPECTIVES 2
11. PERSPECTIVES 3
12. PERSPECTIVE 4

Prepared by:

Victoria Volent, Housing Program Manager

Date: 09/28/2023

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER DESIGNATING RIVERTON PARK  
AN AFFORDABLE HOUSING DEVELOPMENT DISTRICT  
AND TAX INCREMENT FINANCING DISTRICT  
AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM  
FOR THE DISTRICT**

**WHEREAS**, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

**WHEREAS**, there is a need for affordable housing in the City of Portland and the surrounding region; and

**WHEREAS**, Riverton Park, LP intends to construct certain improvements within the Riverton Park Affordable Housing Development and Tax Increment Financing (“TIF”) District, including 171 units of affordable housing; and

**WHEREAS**, the City of Portland will utilize 50% of the tax revenues generated in the District in its General Fund; and

**WHEREAS**, 50% of the tax revenues generated in the District will be returned to the developer; and

**WHEREAS**, there is a need to provide continuing affordable housing opportunities for the residents of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

**WHEREAS**, the Riverton Park Affordable Housing Development and Tax Increment Financing District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

**WHEREAS,** there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

**WHEREAS,** the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

**WHEREAS,** the City desires to designate the Riverton Park Affordable Housing Development and Tax Increment Financing District and adopt a Development Program for such District; and

**WHEREAS,** the City Council has considered the comments provided at the public hearing, both for and against the designation of the Riverton Park Affordable Housing Development and Tax Increment Financing District, if any; and

**WHEREAS,** it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the Riverton Park Affordable Housing Development and Tax Increment Financing District and Development Program for the District;

**NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “Riverton Park Affordable Housing Development and Tax Increment Financing District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable

housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

**BE IT FURTHER ORDERED**, that the area of the City of Portland entitled “Riverton Park Affordable Housing Development and Tax Increment Financing District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

**BE IT FURTHER ORDERED**, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

**BE IT FURTHER ORDERED**, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “Riverton Park Affordable Housing Development and Tax Increment Financing District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

**BE IT FURTHER ORDERED**, that the City’s Housing and Economic Development Director is authorized to submit annual reports on the status of the “Riverton Park Affordable Housing Development and Tax Increment Financing District” on behalf of the municipal legislative body; and

**BE IT FURTHER ORDERED**, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.



**To:** Mary Davis, City of Portland  
**From:** Anne Boynton, Urban Ventures, Inc.  
**Re:** Riverton Park new construction and renovation; PHDC  
**Date:** September 15, 2023

Portland Housing Development Corporation (PHDC) requests a loan of \$1,500,000 and a 50% TIF for 20 years to support the proposed new construction and renovation of Portland Housing Authority’s Riverton Park site. In this multifaceted 182 unit redevelopment, four structures will be demolished to allow construction of a new multifamily building with 59 apartments, adding a net of 41 new dwelling units to the property. A new Neighborhood Center will also be built, providing purpose-built space for an expanded Greater Portland Health Center location, Boys and Girls Club programming space, a teen center, and multiple other service-oriented uses. A maintenance shop is also planned for the site. 123 existing residential units will be fully renovated, and site improvements will include improved accessibility features and new recreation facilities including playground, ball field, and outdoor gathering space.

The \$1.5 million loan request is \$8,242/affordable unit. The requested terms are 20 year, 6 years of zero interest, then 3% interest, with repayment from cashflow capped at \$75,000/year, with a balloon at year 20. PHDC requests repayment begin after retirement of PHDC’s developer fee loan (approximately 6 years after occupancy).

The \$1.5 million loan will be reduced after completion of construction by 25% of the construction savings and unspent contingency.

PHDC initially requested a 50% TIF for 30 years, which has a projected value of \$5,776,571. This is \$31,739 per affordable unit. The 30 year TIF does not meet the standard of “financial necessity.” After further conversation with PHDC, PHDC revised its request to a 50% TIF for 20 years, which has a projected value of \$3,459,752 which the City recommends. This is \$19,010 per affordable unit, and reserves for the City’s General Fund over \$2.3 million in revenue relative to a 30 year TIF. A 20 year TIF meets the standard of “financial necessity” because the 20 year term is necessary to secure the syndicator’s LIHTC commitment, with a TIF in place for the duration of the syndicator’s investment. A 20 year TIF covers a 2 year construction period, the 15 year compliance period, and 3 years to unwind the tax credit partnership.

## Sources and Uses

Sources:		Uses:	
Maine State 1 <sup>st</sup> Mortgage	\$44,358,738	Building 1 New Construction	20,275,264
City of Portland	\$1,500,000	Residential Renovation	24,812,587
LIHTC Net Equity	\$38,263,655	Neighborhood & Maint. Buildings	7,143,540
Deferred Developer Fee (PHDC)	\$3,000,000	Site Work	5,809,252
Seller Note (PHA)	\$28,450,000	Soft Costs:	11,108,717
Interim Operating Income	\$1,300,000	Acquisition	29,250,000
		Reserves:	3,150,500



Hard & Soft Cost Contingency	10,322,533
Developer Fee:	<u>\$5,000,000</u>

Total Sources:	\$116,872,393	Total Uses:	\$116,872,393
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PHDC has submitted applications to Maine Housing for permanent mortgage, construction financing and 4% (non-competitive) LIHTC allocation.

PHDC has secured a letter of understanding from WNC & Associates at \$.885/LIHTC and \$1.00/Energy Credits (solar). This is document details the business terms and is much stronger than a letter of interest. WNC’s estimated LIHTC equity amount is higher than included in the City budget projections by \$570,579 because WNC underwrote eligible basis more aggressively, generating higher projected return to the project. This underwriting memo uses the more conservative estimate of eligible basis, however, if the additional basis is available, those additional tax credit proceeds will reduce the need for construction contingency, 25% of which will be used to reduce the City loan.

Deferred developer fee loan of \$3 million enhances the LIHTC award (and is projected to be repaid to PHDC over the 1<sup>st</sup> 6 years of operations.)

The Seller Note is for the value of the buildings only, and will be finally determined by an appraisal of the improvements. The sales price of the buildings (which makes up \$156,319 of the total development cost per unit) is an important part of generating LIHTC basis in this 4% project, making up 27% of the eligible LIHTC basis. PHA plans to retain ownership of the land. PHA has submitted a cost analysis projecting just over \$2 million in net operating income will be available during the development period, which they have discounted by 35% for uncertainty regarding the phasing of construction and pace of rent up.

For analysis of “Uses,” see Development Budget.

### Development Budget

On the face of it, the total development cost per unit looks too high, at \$642,156 per unit. However, that includes the cost of extensive community services space and PHDC/PHA maintenance building. The direct construction expense for the ancillary interior community service spaces is \$59,148/unit and the cost for site work costs (which includes significant exterior community amenities) is \$31,919/unit. The acquisition price adds an average of \$156,319 per unit. The acquisition cost, as noted above, increases the LIHTC award and, ultimately, is capped by the appraised value. Taking those “extraordinary” costs into account, the cost per unit is similar to other applicants in this round.

### Construction Costs:

Construction costs are based on a construction estimate by Zachau Construction dated 4/4/23. This estimate includes provision for prevailing wage labor costs. The April estimate has been adjusted for a change in HVAC systems, and a plug figure is being used for the maintenance workshop, which is being redesigned and sped to fit the budget cap.

Green: The new residential building will be built to Passive House standards and include hybrid VRF HVAC for each living room in residential units. Rooftop solar is included, with about half the total cost covered by green energy tax credits. The townhouses will be renovated in compliance with City’s Green Code requirements, and will not include AC). The Neighborhood Center will also be built to City Code

(no additional green certifications), and will include AC provided by energy efficient VRF heat pump system which will allow the Center to function as a cooling station for townhouse residents in the event of heat emergencies.

The rehabilitation scope for the townhouses includes upgrade building envelopes and insulation; replace roofs and windows; replace old boilers and install new ventilation system; create new accessible units; improve sitework and handicap ramps; renovate unit interiors with new finishes, flooring, fixtures, cabinets and paint; convert all gas ranges to electric; install new energy-efficient and water-efficient fixtures; and replace front stoops and add rear stoops.

Site work improvements include new curbs & sidewalks to improve pedestrian and bicycle infrastructure and improve accessibility for persons with disabilities; repave parking lots; improve water drainage away from buildings; add community gardens; and improve site lighting. Outdoor community spaces include a new recreational field and playground, rehabilitation of the existing basketball court and an outdoor plaza with a performance stage and seating area.

A Phase I has been conducted, which recommended additional follow up for lead paint and asbestos. Both follow up studies have been conducted. The asbestos report found asbestos containing floor tiles, joint compound, mastic and ceiling texture in some areas. PHDC reports that all recommended abatement procedures are incorporated into the scope of work. A lead screening was also conducted which found no lead based paint.

#### **Soft Costs:**

Total soft costs are reasonable at \$61,367 per unit. Developer fee of \$5 million is a high total dollar amount, but only 4.6% of Total Development Cost, excluding reserves and developer fee. This is a highly complex project which has required more intensive staffing over a longer period than a typical development (in predevelopment since 2018), so the total dollar figure is not unreasonable, and generates basis for the LIHTC award.

A satisfactory relocation plan and budget has been submitted for this project. Each existing tenant will need to be relocated, and most will need to be relocated twice. Off site relocation will be needed for an estimated 18 households, while an estimated 94 households will relocate within the site as construction progresses. PHA will staff the relocation management process with their Resident Transition Specialist/Relocation Coordinator, and \$60,000 in salary expense is built into the relocation budget.

#### **Contingency:**

The developer hard cost contingency, contractor contingency and contractor cost escalators are quite high at 17.7% of hard costs. Minimum industry standard (and typical, prior to pandemic) is 5% for new construction and 10% for renovation. Considering that 47% of construction hard costs are renovation (and typically budgeted a 10% contingency) while 53% of hard costs are new construction (typically budgeted a 5% contingency), the pre-pandemic "industry standard" would be 7.5% (rounding up) or \$4,350,000, not the \$10,262,533 currently budgeted. However, given the continued uncertainty of price escalation and supply chain difficulties, this is a good time for additional contingency, especially on the renovation which is extensive but not "down to the studs" gut rehab. The City has requested, and PHDC has agreed, that 25% of any construction cost savings be used to reduce the City loan.

The soft cost total includes a soft cost contingency of \$60,000, less than 1% of soft costs and far too slender for this complex project at this stage of development. This risk is mitigated by PHDC's substantial available resources to cover unexpected costs, see Developer Financial Analysis below.

### **Acquisition:**

The public has an interest in insuring that publicly funded projects purchase the property for no more than the market value. This review is especially important in cases like this one where the seller plays multiple roles in the transaction, where PHA controlled entities are both the seller and the buyer. PHA proposes to retain ownership of the land, selling the only the improvements to PHDC. The final acquisition price will be determined by an appraisal closer to closing. An appraisal from February 2022 generally supports the price range currently projected. An acceptable appraisal, separating land from building value, which supports the acquisition price is a recommended condition of closing.

## **Operating Budget & 20 Year Cashflow Projection**

### **Project Income:**

There will be a total of 182 residential units in this mixed income development. Eighteen units will serve households at up to 80% AMI (10% of units). Six of the 80% units will be in the new building, while 12 will be in the renovated townhouses, offering affordable rental units for moderate income larger households needing 2 – 5 bedrooms. Thirty-four units will be affordable to residents at 60% AMI (19% of units). Project Based Vouchers will support 130 units, affordable to households up to 50% AMI.

Rents for the 60% units (LIHTC without additional operating subsidy) are budgeted at the maximum allowable LIHTC rate for each unit type. The rents for the 80% units are adjusted to market conditions, all below the maximum "affordable" calculation for households at 80% AMI. The larger units (2+ bedrooms) also have projected rents under the Fair Market Rent for their unit type. (Note that rents set below LIHTC maximums makes TIF sizing difficult, and is not intended to set underwriting precedent, as described in the recommendations.)

A market study has not been submitted for this development; review of a satisfactory market study to justify the projected 80% rents is a recommended condition of closing. Portland Housing Authority's experience in the Portland market amply demonstrates the need, and effective demand, for the 50% and 60% affordable units. Portland Housing Authority has a waiting list of 1,020 households for their roughly 1,000 Portland area units, and an occupancy rate of 98%. However, given the absence of a market study to support demand for the 80% AMI units in this location, I have underwritten the 80% units with a 7.5% vacancy rate

### **Operating Expense**

The per unit operating expense of \$10,610 is high by industry standards. However, this includes almost all utilities (tenants pay plug electric only) and reflects the full tax bill (\$1,868/unit). The supportive services budget is large at \$147,250 but appropriate for the high need, extremely low income and very low income households. The budget includes a full time Resident Services Coordinator, extensive education programming for children, teens and adults, and a community policing station. Utilities look high at \$2,352 per unit but that includes 123 townhouse units, with up to 6 bedrooms, plus 18,804 square feet of service space. Given the very large units and the community service space included in the

utility cost, per unit cost is not as relevant as cost/square foot. The utility cost is \$2.46 per square foot of conditioned space per year, which is reasonable given the construction types. The maintenance budget of \$2,106 per unit per year is reasonable, especially considering so many of these are LARGE family units, plus extensive community service space. This property will sustain substantial wear and tear. Despite the high “list price” per unit, the operating costs considered as a whole are reasonable given the needs of the project.

### **30 Year Cashflow & Debt Service Coverage Ratio (DSCR)**

Debt service coverage ratio measures the operating margin of a project. After paying all projected operating expenses, by how much does net operating income exceed mandatory mortgage payments? A DSCR of 1.00 would exactly cover the mortgage lenders required payments. A DSCR of 1.15 means net operating income exceeds required mortgage payments by 15%. Maine Housing’s minimum required year 1 DSCR is 1.15. Commercial lenders typically require 1.2 or even higher, if they have doubts about the projected income stream or expenses. A project with a significant base of Project Based Vouchers might have even lower DSCR requirements, as Project Based Vouchers are generally seen as a more secure revenue stream than rental income from low income residents. DSCR is a core tool for mortgage underwriting to insure there is operating margin to meet unexpected circumstances (while still meeting the mortgage payment)

A TIF supports a project over time by returning real estate taxes to the owner, which improves the net operating income, increasing the DSCR and providing both the lender and the owner margin for potential unforeseen circumstances.

The critical question for TIF sizing is, “How much margin is “Financially Necessary?” which is the statutory language for TIF approval.

Using industry standard 2% and 3% inflators:

**With TIF as originally requested (50%, 30 year, projected value \$5,776,571):** The cashflow projections show a 1.15 debt service coverage ratio in the first full year of operations. By year 21, the DSCR is a very comfortable 1.49, and continues climbing to 1.67 at the end of year 30, an *annual* cashflow of over \$1.89 million.

**With the TIF as recommended (50%, 20 year, projected value \$3,459,752):** Taking into account the 2 year construction period, cashflow is 1.15 in year one of operations and identical to the requested TIF until the end of year 18. Then in year 19, cashflow makes a single modest downward adjustment when the TIF ends -- from 1.46 in year 18 to a still high 1.41 in year 19. Thereafter, cashflow again climbs steadily. Even without the TIF, by year 30 the *annual* cashflow is over \$1.6 million. This meets the definition of “Financial Necessity” as it provides sufficient operating support to meet the cashflow expectations of the syndicator and the first mortgage lender

### **Developer Financials**

Portland Housing Authority has submitted audits for FY 2020, 2021 and 2022. The audits include primary (consolidated) entities, which include PHDC, and also reports on “Discrete Component Entities” projects controlled by PHA but reflected separately in the audit. Their fiscal year ends 6/30.

For PHA (consolidated entities), 2022 was a very strong year operationally. Their audit as of 6/30/22 shows strong financial health, with current assets of \$33.8 million and current liabilities of \$2.8 mill, for a very strong current ratio of 12. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 4.6. Net position is quite strong at \$22.3 million. PHA operating revenue was up 2.65% while core operating expenses (admin, maintenance, utilities) were reduced. Perhaps not surprising for the time period (7/21-6/22) tenant services expense ballooned 43%.

“Discrete Component Entities” (Bayside Anchor, 58 Boyd, and Washington Gardens) adds substantial additional net position to the already very strong financial picture. The combined net position of the “Discrete Component Entities” is \$11.2 million, bringing the total combined net position to almost \$33.5 million.

In 2022, revenue grew by \$1,704,489 (3.99% over '21), while expenses grew by \$1,679,217 (4.16% over '21). In the rapidly rising cost environment of FY22, that's evidence of good cost containment.

Managements income/expense report May 31, 2023 (unaudited) suggest another strong year for PHA, with income above budget by 5% YTD and expenses below budget by 3% YTD for net operating income of \$3,102,273 YTD (prior to cashflow adjustments).

Impact of pandemic: Consistent with the strong financial report, PHDC reports that the pandemic has not led to significant declines in rent revenue for PHA or PHDC. The unwinding of pandemic supports to residents caused an uptick in delinquencies and evictions at the end of the eviction moratorium, but operating conditions have since normalized.

Overall, PHA has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected set backs and/or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the thin soft cost contingency.

## Recommendations :

The developer must at minimum meet three primary criteria for an AHTIF approval:

1. Community Need: “...site specific AHTIF designations must address an identified community need.”

PHDC proposes to redevelop an underinvested site, deeply renovating and creating a total of 182 units of housing for households at 50-80% AM. Affordable housing is identified as a community need in Portland’s Plan 2030 and the City Council’s 2020 Common Goals

2. Financial Necessity: “The applicant must demonstrate the City’s participation is financially necessary in order for the project to proceed.”

The financial projections demonstrate that a TIF will be necessary for the project to proceed. The TIF functions to support the cashflow of the project and demonstrates a cashflow cushion to the mortgage lender to meet the lender’s underwriting standards, in this case Maine Housing’s requirement of 1.15 DSCR. A 50% TIF for 20 years comfortably meets the financial need of the project. Relative to a 50% TIF for 30 years, the 20 year TIF reserves for the City’s General Fund over

\$2.3 million in tax revenue which the project does not need to meet either the syndicator or Maine Housing's underwriting standards. While a TIF is demonstrably necessary in the early years of the project, a TIF is not needed after year 20.

3. Financial Capacity: "The applicant must demonstrate financial capacity to support their project."

PHA and PHDC have demonstrated the financial capacity to support their project through their strong organizational financials (see Developer Financials above) and letter of understanding from their selected syndicator with good pricing, demonstrating the syndicators strong positive evaluation of the project.

This is an appropriate redevelopment, making good use of a complicated site by a developer with the development experience and financial resources to make the project successful.

I recommend a loan in the amount of no more than \$1,500,000, with a 30 year term, 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year. Payment in waterfall prior to PHA Seller Note.

I also recommend a 50% TIF for 20 years.

Both loan and TIF recommendations with the following conditions:

Prior to loan closing and TIF finalization, satisfactory review of:

1. Appraisal supporting building price, which separates land value;
2. Market Study to demonstrate demand for 80% AMI units at projected rents;
3. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Because of the extraordinary construction contingency, estimating adjustors, and cost escalators, and the possibility of additional LIHTC credits, I recommend that 25% of any actual construction cost savings and unused construction contingency reduce the City loan.

The TIF sizing for this project is based on rental income projections below the maximum amount PHDC could charge for the 80% units. Generically, projecting rents below LIHTC maximums makes TIF sizing difficult, since the owner could increase rents and then no longer need a TIF as large as was approved. At what rent levels to underwrite a TIF request is an important underwriting criteria for the City to develop and use consistently, both for fairness to project developers and to protect the public interest in sizing the TIF subsidy to meet the statutory standards. I recommend this TIF with some units at less than LIHTC maximum rents with the explicit intention that this does not set precedent for future underwriting, and that a policy be developed before the next funding cycle.

## B. Project Information

Completed by [tplante@porthouse.org](mailto:tplante@porthouse.org) on 5/15/2023 4:26 PM

**Case Id:** 30406

**Name:** Portland Housing Development Corporation -

**Address:** 2 Riverton Drive, Portland, ME 04103

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### B. Project Information

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Please provide the following information.

#### B.1. Property Address

2 Riverton Drive Portland, ME 04103

#### B.2. Project Name

Riverton Park Redevelopment & Renovation

#### B.3. Tax chart, block, and lot number

327-B-12

#### B.4. Zoning Designation

B-2 and R-5a

#### B.5. Is the requested funding type HOME/HTF?

Yes

#### B.6. Requested amount of Affordable Housing Development Funding

\$1,500,000.00

#### B.7. Is the requested funding type AHTIF?

Yes

#### AHTIF Terms:

This application requests the creation of an AHTIF district and a Credit Enhancement Agreement to convey 50% of the incremental taxable revenue for the entire property towards operating support for the project for a term of 30 years.

#### B.8. Total number of housing units to be constructed:

59

#### B.9. Total number of housing units to be rehabilitated:

123

#### B.10. Total Number of market rate units:

11

#### B.11. Total number of deed restricted units:

171

**B.12. Total number of Units at 120% AMI:**

0

**B.13. Total number of Units at 110% AMI:**

0

**B.14. Total number of Units at 100% AMI:**

0

**B.15. Total number of Units at 80% AMI:**

16

**B.16. Total number of Units at 60% AMI:**

25

**B.17. Total number of Units at 50% AMI:**

130

**B.18. Total number of Units at 40% AMI:**

0

**B.19. Housing Type**

Rental

**B.20. Total number of studio/efficiency units:**

8

**B.21. Total number of one-bedroom units:**

13

**B.22. Total number of two-bedroom units:**

36

**B.23. Total number of three-bedroom units**

69

**B.24. Total number of four-bedroom units**

30

**B.25. Total number of five-bedroom units**

20

**B.26. Property Manager**

Portland Housing Authority

**B.27. When is construction expected to begin?**

04/01/2023

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**B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:**

- **Description of municipal housing need and how the development addresses that need;**
- **Requested amount of Affordable Housing Development Funding;**
- **Description of how City's participation is financially necessary in order for the project to proceed;**
- **Description of allowed uses in the zone;**
- **Description of residential and non-residential uses in the area;**
- **Description of accessory uses relating to residential use, if any;**
- **Indicate if this project requires relocation of existing commercial or residential tenants;**
- **Description of relocation plan for persons temporarily or permanently displaced by development activities;**
- **Description of how the development is consistent with the Comprehensive Plan**
- **Description of how housing and facilities in the development will be operated after completion;**
- **Description of planned uses of tax increment revenues from the district (AHTIF projects only).**

#### PROJECT OVERVIEW

The Riverton Park Redevelopment & Rehabilitation project is a bold opportunity to preserve 123 existing units and create 59 new units of mixed-income affordable family rental apartments that will be energy-efficient, resilient and beautiful. The project will include 130 units at 50% of Area Median Income (AMI) that enjoy Project-Based Vouchers (PBV) to ensure Very- and Extremely-Low Income households pay no more than 30% of income towards housing costs. The project will establish a mixed-income spectrum of affordability at Riverton Park: 171 affordable homes will be restricted at 50%–80% AMI and 11 apartments will set be market rate. The rehabilitation will modernize existing townhome apartments that suffer from energy-inefficient HVAC systems, poor building exteriors, and failing finishes and fixtures, among other issues. The construction of a new multifamily building with 59 apartments will add 41 net new dwelling units to the property. A new Neighborhood Center will be constructed to greatly expand on-site resident services and finally meet the considerable service needs of families. It will create a larger Greater Portland Health Clinic to enhance the health and wellbeing of the whole Riverton community. The project will also improve pedestrian and bike infrastructure, social gathering spaces, recreational facilities, and accessibility for persons with disabilities at Riverton Park.

This Public Housing community was built during Urban Renewal as an isolated community on the outskirts of Portland for many poor, displaced families. Riverton Park has been underserved and underfunded by HUD for decades. Its cul-de-sac design segregates it from surrounding neighborhoods, making it vulnerable to crime. PHA hears from our partners and residents daily that better quality apartments and more educational, healthcare, youth development and food access services will help our families secure their basic needs and boost self-sufficiency. This project will take on long-standing inequities that have afflicted this community, whose population is comprised predominantly of ELI families, BIPOC residents and New Mainers. The Neighborhood Center will greatly enhance and expand resident service offerings and improve delivery. The new GPH Clinic will strengthen the connection between housing, health and equity. The renovation and new construction will create sustainable, energy-efficient and mixed-income apartments. The project will be an all-encompassing transformation and recontextualization of the Riverton Park community that will benefit Portlanders for decades to come. There is tremendous demand for vouchered rental homes and resident services, and this project meets that need. We look forward to City support for this important effort.

Riverton Park is a near-shovel ready project. The project has been in pre-development since 2018, secured zoning approval in 2022, and will obtain Planning Board approval within 1-2 months. Portland Housing expects to close the project and commence construction within the next 10-12 months.

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## DESCRIPTION OF MUNICIPAL HOUSING NEED AND HOW THE DEVELOPMENT ADDRESSES THAT NEED

Built in 1972, this Public Housing community faces a long backlog of capital improvements due to chronic HUD underfunding, normal wear-and-tear from large families, and five-decades without a significant renovation. Major building systems, including building exteriors and mechanical, have reached the end of their useful life and necessitate replacement. Finishes, fixtures and millwork in units are old, worn and cause high maintenance burden. Accessibility upgrades are needed to better accommodate those with disabilities. Frequent maintenance issues and inefficient building exteriors contribute to high property operating expenses and utility costs. Though reasonably maintained by dedicated maintenance staff, only renovation will preserve these homes as healthy, safe, accessible, energy-efficient and affordable for the long-term.

Riverton Park serves predominantly low-income, BIPOC and/or New Mainer residents. Nearly a dozen languages are spoken in Riverton Park. PHA has developed close partnerships with Boys & Girls Club (B&GC), Opportunity Alliance, Greater Portland Health Center (GPH), and many more to offer on-site services. However, there is insufficient space for resident service delivery. For instance, while there are over 300 youth under 18 years living at Riverton Park today, the after-school program spaces are extremely undersized. There is also no active outdoor field or indoor recreational space at the property. As a result, service providers cannot always serve everyone seeking to participate. The small GPH clinic currently operating at Riverton Park cannot attend to all persons seeking preventative and basic medical care due to lack of capacity. Although many of our residents are food insecure and depend on local food programs, there is no dedicated pantry for distributing food and clothing donations.

When envisioning major changes to Riverton Park, Portland Housing and our experienced team of design and construction professionals contemplate all features and factors of the property. Notable among them are the numerous steep slopes, forests and wetlands that reduce the site's developable land by over 5 acres. The property's irregular shape and surrounding uses, such as Route 95, are also minded. As an affordable housing project utilizing private and public dollars, efficient use of limited funds is imperative, especially during this era of rapidly escalating construction costs. The project as currently proposed is the maximum scope of work achievable – any additional scope incurred risks financial infeasibility.

Our predevelopment process centers Riverton Park families, prioritizes resident engagement and equity, and considers potential impacts to them. We have held resident meetings regularly for over four years to update them on status, plans and next steps. PHA is committed to accommodating our residents throughout this project, evaluating and accommodating their needs, notifying in advance about all plans and relocations, securing temporary housing options, coordinating all relocation activity, paying for all reasonable relocation expenses and temporary housing, minimizing impacts to families and especially children, and complying with all applicable relocation laws and regulations. During construction, PHA will temporarily house as many families in on-site in vacant units as possible.

The Riverton Park Redevelopment & Rehabilitation project aims to preserve and expand Portland's stock of affordable homes, enhance resident services, and better connect Riverton Park with surrounding neighborhoods. The project program includes:

- A. Demolition of 4 existing buildings with 24 units closest to Forest Avenue, and redevelopment with a single, 4-story multifamily building with 59 units ("Building 1"). Its ground-floor will house PHA Management offices, a new GPH clinic, and two small neighborhood retail bays. This building aims to be built to Passive House standards, the world's most energy-efficient building standard.
- B. Rehabilitation of 21 residential buildings with approximately 123 two-story residential townhomes. The proposed scope of work will resolve all existing building issues noted above. The rehabilitation scope includes but not limited to: upgrade building envelopes; install continuous exterior insulation; replace roofs and windows; replace old boilers; install new ventilation system; create new accessible units; improve sitework and handicap ramps; renovate unit interiors with new finishes, flooring, fixtures, cabinets and paint; convert all gas ranges to electric; install new energy-efficient and water-efficient fixtures; and replace front stoops and add rear stoops.

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C. Demolition of the existing administration building, and redevelopment with a significantly larger new Neighborhood Center for resident services in the same location. This will house spaces for the B&GC, PHA Study Center, and a Teen Center. It will also include a Multipurpose Recreational Gymnasium, Community Kitchen, Food & Clothing Pantry, Conference Room, Resident Service Coordination (RSC) office, and community policing liaison office. Its design and programming have been based on extensive conversations and multiple meetings with residents and service partners over the past four years.

D. New construction of a Maintenance Building. PHA Facilities currently operate out of an undersized maintenance shop within the existing admin building that is slated for demolition.

E. Site work improvements throughout the property include but not limited to: replace curbing, sidewalks and pathways; improve pedestrian and bicycle infrastructure; replace obsolete utility lines; improve site accessibility for persons with disabilities; repave parking lots; improve water drainage away from buildings; enhance landscaping; add community gardens; and improve site lighting. To promote active lifestyles, a new recreational field and playground are proposed as well as rehabilitation of the existing basketball court. To promote social interaction and community solidarity, an outdoor plaza with a performance stage and seating areas is located between the Neighborhood Center and Building 1.

11 market rate units will be scattered throughout the property to promote economic diversity. Market and affordable units will be identical (i.e. no difference in square footages, appliances, finishes).

\*\*\*\*\*

REQUESTED AMOUNT OF AFFORDABLE HOUSING DEVELOPMENT FUNDING

\$1,500,000 is requested for the Riverton Park Redevelopment & Rehabilitation project (\$8,241 per unit).

To fill the funding gap and maintain an acceptable loan-to-value (LTV) ratio on MaineHousing debt, we propose structuring this loan as a non-recourse, amortizing, cash flow-contingent note with a 20-year term and a 0% interest rate that does not accrue. As cash flow becomes available, the City would receive available debt service payments, up to \$75,000 annually. City loan will subordinate to MaineHousing’s interest, PHDC Deferred Development Fee, PHDC Sponsor Loan and General Partner Asset Management Fee.

We propose prepayment be allowed anytime without penalty. If balance exists at loan maturity (year 20), balloon payment will be due or refinancing.

\*\*\*\*\*

DESCRIPTION OF HOW CITY’S PARTICIPATION IS FINANCIALLY NECESSARY IN ORDER FOR THE PROJECT TO PROCEED

The Riverton Park pro forma has a 1.15 Debt Service Coverage Ratio (DSCR) in year 1. The project cannot support additional MaineHousing permanent loan amount as it is at maximum loan-to-value (LTV) ratio. PHA will commit a significant amount of our own funds and investment to realize this priority project. The City’s participation is necessary to fill the remaining funding gap and make this project financially feasible. Without this funding, the Riverton Park Redevelopment & Rehabilitation project could not proceed as currently envisioned.

The development budget costs and operating expenses are reasonable, in-line with comparable projects, and reflect actual market conditions, which has seen unprecedented inflation during the past 24 months. All development budget and operating expense line items comply with applicable City of Portland and MaineHousing guidelines.

\*\*\*\*\*

DESCRIPTION OF ALLOWED USES IN THE ZONE

The portion of the parcel closest to Forest Avenue is zoned B-2 Community Business, which allows for residential uses, accessory uses, neighborhood retail, and a health clinic. The majority of the parcel is zoned R-5A Residential, which allows for residential uses and accessory uses, including the Neighborhood Center and Maintenance Building. The proposed project fully complies with current zoning – including density/lot area, height, setbacks, lot coverage, frontage, floor area, etc. – and does not require any further rezoning amendments.

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DESCRIPTION OF RESIDENTIAL AND NON-RESIDENTIAL USES IN THE AREA;

Riverton Park is surrounded by residential uses and Forest Ave to its north; I95 to its east; light industrial uses to its south; and residential and light industrial uses to its west.

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DESCRIPTION OF ACCESSORY USES RELATING TO RESIDENTIAL USE, IF ANY

Riverton Park is primarily residential use. The property will also include accessory uses, including the Neighborhood Center, Maintenance Building, GPH clinic, and two small retail bays.

The new Neighborhood Center represents a significant expansion of resident service space at Riverton Park. PHA hears from our partners and residents daily that more resident services – educational, healthcare, youth development and food access services, in particular – will help our families secure their basic needs and boost self-sufficiency. Of the 109 current Riverton Park households, 55% are Extremely Low Income (ELI) and 23% are Very Low Income (VLI), according to HUD income limits. This diverse community is comprised of 65% Black/African American residents, 5% Asian residents, and 30% white residents. Nearly half of all Riverton Park residents are New Mainers. As an isolated, far-flung community, this Neighborhood Center is necessary to adequately providing services to this community that serves many disadvantaged persons. This project component is key to a prosperous and equitable Riverton Park. See Exhibit “15 – Evidence of Commitment of Resident Services” for more information on service need and offerings at Riverton Park.

\*\*\*\*\*

INDICATE IF THIS PROJECT REQUIRES RELOCATION OF EXISTING COMMERCIAL OR RESIDENTIAL TENANTS

All Riverton Park households must relocate while construction work occurs. All relocation activity will be carried out in compliance with all federal, state and local relocation requirements, as well as PHA’s Relocation Plan for the Project. It is anticipated most Circle #1 households will relocate into off-site apartments and given the option to return to the Project once there is an appropriate available unit. Depending on the needs of the household and the availability of comparable dwellings, off-site relocations may be to a public housing unit, a non-public housing or a non-voucher-assisted unit. For households in Circles #2-#6, we anticipate most or all to relocate into vacant on-site units. Many households may move only once. No permanent involuntary displacement of residents will occur.

\*\*\*\*\*

DESCRIPTION OF RELOCATION PLAN FOR PERSONS TEMPORARILY OR PERMANENTLY DISPLACED BY DEVELOPMENT ACTIVITIES

The PHA Relocation Plan for this project can be found in the “19 - Relocation Plan and Budget” attachment. As part of the planning process, PHA will assess the characteristics and needs of each covered household by conducting a pre-relocation survey during individual meetings. The assessment will be updated periodically to ensure that complete and correct information is available. PHA has a full-time Resident Transition Specialist (RTS) who will survey all households about needs/preferences prior to starting the project, coordinate all relocation activity, coordinate all movers and relocation vendors, act as tenants’ PHA main point-of-contact, send relocation notices, and assist with preparations and relocation services and assistance, among other duties. PHA will coordinate moves and movers, and pay for all movers, packing supplies, packing assistance, and all relocation expenses, including any reasonable relocation costs that residents incur, such as utility transfer/connection fees. Since the construction schedule and sequencing are not final, relocation move schedules have not yet been determined. All relocation activity will be carried out in compliance with all federal, state and local relocation requirements.

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DESCRIPTION OF HOW THE DEVELOPMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN

\*\*Policy Guide: Environment\*\*

7. Support Sustainable Land Use & Transportation Policies

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- “Continue to develop land use policies which support complete neighborhoods.” – The project will provide Riverton Park with more affordable units, higher quality housing stock, community gathering places and plazas, community healthcare clinic, convenient resident service delivery spaces, recreation and green spaces, improved pedestrian infrastructure, and neighborhood retail opportunities. The project will allow more families to live close to services and transit (a METRO bus stop is located within 100 feet of the property along Forest Ave). Together, the Riverton Park Redevelopment and Rehabilitation project will support greater resident health and wellbeing, environmental sustainability, energy-efficiency, green energy production, community connectivity and walkability, youth development and education, entrepreneurialism, community services, accessibility, aging-in-place, and – last but certainly not least – affordability.

**\*\*Policy Guide: Housing\*\***

**3. Remove Housing Barriers**

- “Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as well as whether it allows for priority growth areas.” – Riverton Park currently contains multifamily rental apartments and associated services. The project proposes to modestly increase the overall number of rental units available to 182 units from 141, while also expanding services. The majority of these net new units and services will be in the area closest to the Forest Avenue corridor and the Forest/Riverside intersection, a priority growth node for evaluation in Portland’s Plan 2030.

**4. Promote Sustainability**

- “Encourage energy efficiency in new construction and rehabilitation of our housing stock.” – The rehabilitation will significantly improve the energy-efficiency of existing buildings through new and upgraded windows, doors, roofing, continuous exterior insulation, air sealing, and mechanical/heating equipment. The new multifamily building, Building 1, will be significantly more efficient than a code-built building and aims to achieve Passive House certification, the world’s leading standard in energy-efficient construction. The project will add rooftop solar photovoltaic (PV) panels to generate clean, renewable energy for the property. It will also include Electric Vehicle (EV) charging stations and low- or no-VOC materials.

**8. Support Age-Friendly Housing Options**

- “Create, promote, and facilitate safe, affordable, and practical housing solutions that will meet the evolving needs of Portland residents as they age.” – The project will create approximately 19 accessible units for persons with a physical disability. At least 2% of units will serve persons with a sight- or hearing-impairment. To facilitate aging in place, the new multifamily building will be elevatored and include a diversity of unit sizes, ranging from studios to three-bedroom units. Sitework will improve accessible routes throughout the site. Many resident services offered and community events at Riverton Park will be intergenerational and assist with aging-in-place. A full-time Resident Services Coordination (RSC) will also be available to assist older adults, including connecting them to local service providers as their needs evolve.

**9. Adapt Affordable Housing**

- “Assess the capacity of existing affordable housing developments, many of which were built over four decades ago, to adapt to current best practices by improving energy efficiency and physical and social connections to surrounding neighborhoods.” – The project will contribute to the physical revitalization of this deeply affordable multifamily community built in the early-70’s, which will significantly improve building energy-efficiency. The project will improve neighborhood connectivity to surrounding neighborhoods through the potential road extension of Pinewood Drive to Waldron Way. This will help reduce Riverton Park’s isolation caused by suburban-style cul-de-sacs in the short-term and, over the long-term, speculatively, help lay the foundation for potential street grid interventions.

- “Pursue new opportunities for increased energy efficiency, increased densities, mixed incomes, and greater connectivity to surrounding neighborhoods.” – The project will increase energy-efficiency of the community (see “4. Promote Sustainability” above). The project will increase residential densities of the community to approximately 183 units from 141 units currently. The project will turn Riverton Park into a mixed-income community by increasing the number of affordable homes to 165 units while also adding 17 market-rate units. The project will improve connectivity to surrounding neighborhoods through the potential road extension of Pinewood Drive to Waldron Way (see “9. Adapt Affordable Housing” above).

**\*\*Policy Guide: Economy\*\***

**2. Support Local Business Retention & Recruitment**

- “Pursue policies that create, nurture, and retain local businesses.” – A small neighborhood retail space is envisioned to encourage entrepreneurship among Riverton Park residents, offer additional services/amenities to this neighborhood, and/or incubate small local businesses.
- “Support job creation and business growth through public initiatives, and private, institutional, and regional partnerships.” – PHA will draw on our extensive community partnerships to promote economic opportunities and/or small business incubation for the Riverton Park community, using the Community Center and neighborhood retail space to further these goals.

**\*\*Policy Guide: Recreation & Open Space\*\***

**4. Ensure Equity**

- “Pursue opportunities, in collaboration with partners, to create new open spaces in areas that are currently underserved.” – The project will create a new community plaza, recreation field, playground space, and basketball court at Riverton Park. Our on-site resident service partners will also utilize these spaces, including the Boys & Girls Club, Opportunity Alliance and others.
- “Distribute community gardens, playgrounds, fields, public art, historic resources, and other program elements where the demand and need are greatest, and periodically assess demands and needs.” – The project proposes to create new community gardens, a new recreation field, a new community plaza, playground space, walking trails through forested areas, and upgrade the existing playground at Riverton Park.

**\*\*Future Land Use\*\***

**Priority Nodes & Corridors**

- “Priority nodes and corridors indicate areas that would be appropriate for new development to provide needed housing, businesses, and services proximate to transit, or areas that otherwise warrant some examination of potential for positive change in form and/or function.” – The project is located off of Forest Avenue, a Priority Corridor, and very close to the Forest Avenue/Riverside Drive intersection, a Priority Node. A METRO Transit Stop is located on Forest Avenue within 100 feet of the Riverton property.

\*\*\*\*\*

DESCRIPTION OF HOW HOUSING AND FACILITIES IN THE DEVELOPMENT WILL BE OPERATED AFTER COMPLETION  
 Portland Housing Authority (PHA) will continue to manage Riverton Park following completion. PHA operates over 1,000 affordable homes in the City. Thanks to this scale and over 75 years of management experience, PHA has the capacity and expertise to successfully operate Riverton Park as a LIHTC and voucher property, and ensure its long-term upkeep and maintenance as a source of quality, affordable homes for Portlanders. No uncorrected 8823's have ever been issued to PHA. PHA has received a variety of physical inspection scores across its diverse portfolio. For all recently developed and renovated properties, PHA has consistently scored above-average or excellent. For older public housing properties, many have received satisfactory scores, including Riverton Park, PHA invests resources into resolving issues immediately and aims to rehabilitate it's entire portfolio of public housing in the coming years. See exhibit “9 – Team Summary Description” for more information on PHA.

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DESCRIPTION OF PLANNED USES OF TAX INCREMENT REVENUES FROM THE DISTRICT (AHTIF PROJECTS ONLY)  
 This application requests the creation of an AHTIF District and a Credit Enhancement Agreement to convey 50% of the incremental taxable revenue for the entire property towards operating support for the project for a term of 30 years. This will reduce operating expenses to this affordable property and allow it to carry additional MaineHousing debt to finance the rehabilitation of 123 units, new construction of 59 units, and creation of a new Neighborhood Center. Without an AHTIF District, the Riverton Park Redevelopment & Rehabilitation project could not proceed.



**CITY OF PORTLAND**  
**Declaration of Covenants, Conditions and Restrictions for the Riverton Park Affordable  
Housing Development and Tax Increment Financing District**

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and **Riverton Park, LP**, a Maine Limited Partnership with a mailing address of c/o Portland Housing Development Corporation, 14 Baxter Boulevard, Portland, Maine 04101 (“Developer”).

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

**WHEREAS**, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project operating costs associated with the rehabilitation of twenty-one (21) residential buildings, the construction of a fifty-nine (59) unit low-income housing development, and the construction of a neighborhood center located at 2 Riverton Drive, Portland, Maine (the “Development”); and

**WHEREAS** the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

**WHEREAS**, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

**NOW THEREFORE**, City and the Developer agree as follows:

1. **Term**. The term of this Declaration shall be for the period beginning on date of the approval of the District by the Director of the Maine State Housing Authority (the “Effective Date”) and continuing for twenty (20) years from the Effective Date of this Declaration (the “Qualified Project Period”).
2. **Enforceability of Covenants**. The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in

Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.

3. **Covenants**. Developer hereby covenants and represents to the City as follows:

- a. **Development**. The Development shall consist of the land described in Exhibit A attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of one hundred eighty-two (182) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.
- b. **Use**. The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
- c. **Low Income Units**. For a period of thirty (30) years at least one hundred thirty (130) of the units will be occupied by households with incomes at or below fifty percent (50%) of the area median income, and fifty-nine (59) of the units will be occupied by households with incomes at or below sixty percent (60%) of the area median income (referred to as the “Low Income Units”).
  - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, (“Section 42”) and income limits shall be adjusted for family size.
  - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”).
  - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household’s income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent Determination, if after such Determination, but before the next

Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.
- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12<sup>th</sup>) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:
- i. For a unit without a separate bedroom, one individual.
  - ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.
5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request

for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine State Housing Authority shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications**. This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability**. The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns**. This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law**. This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices**. Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor**. This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine State Housing Authority, the City of Portland, \_\_\_\_\_, and \_\_\_\_\_ **[construction lender and any other entities providing financing will also be parties]** dated \_\_\_\_\_, \_\_\_\_\_ to be recorded in the Cumberland County Registry of Deeds herewith.

*Signature pages follow.*

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of \_\_\_\_\_, 202\_.

**CITY OF PORTLAND, ME**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Danielle P. West  
Its: City Manager

**State of Maine  
Cumberland, ss.**

\_\_\_\_\_, 202\_

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

\_\_\_\_\_  
(Print or type name)

*Signature page follows.*

**RIVERTON PARK, LP**  
**By: PortHouse, LLC**  
**Its: General Partner**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: Brian Frost  
Its: President

**State of Maine**  
**Cumberland, ss.**

\_\_\_\_\_, 202\_

Personally appeared the above named Brian Frost, President of PortHouse, LLC, General Partner of Riverton Park, LP and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company and limited partnership.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

\_\_\_\_\_  
(Print or type name)

**EXHIBIT A**



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- Exhibit A Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues
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- Exhibit C Property Description and Configuration of the District
- Exhibit D Certificate of Assessor
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- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
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- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

**Riverton Park**  
**Affordable Housing Development and Tax Increment Financing District Development Program**

**Article I. Introduction and Summary of Benefits.**

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 2 Riverton Drive in Portland. The area includes approximately 19.8649 acres. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. Fifty percent (50%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

**Article II. Development Program Narrative and Designation of the District.**

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the Riverton Park Affordable Housing Development Tax Increment Financing District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. A Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Riverton Park, LP, its successors and assigns (the “Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E (the “Credit Enhancement Agreement”) from the District available to the Developer pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of and loans to the Developer, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer’s Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31<sup>st</sup> prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. The Capital Project at 2 Riverton Park involves the construction of a building on approximately 19.8649 acres, into an affordable housing neighborhood. The objective of the project is that 83% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 60% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of the rehabilitation of twenty-one (21) residential

buildings and the construction of a fifty-nine (59) unit low-income housing development with 130 (one hundred thirty) of those units affordable to households at or below 50% of the area median income, 25 (twenty-five) of those units affordable to households at or below 60% of the area median income, 16 (sixteen) of those units affordable to households at or below 80% of the area median income, and eleven (11) market rate units. The zoning for the project assures that this number of units and this affordability objective will be met.

The Riverton Park project is projected to have a total local increased assessed valuation at build out of approximately \$20,514,320 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a twenty year annual average of \$172,987 in tax increment revenues to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 20-year TIF, the estimated average annual payment is \$172,987 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at Riverton Park. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of twenty (20) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. No relocation is necessary as a result of this project. The property is currently used as a commercial parking lot.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. Portland Housing Authority, its successor or assigns, will as property manager operate the improvements constructed and owned by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City’s Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be twenty (20) years after the tax year in which this Development Program is approved by the Director of the Maine State Housing Authority. The period from April 1 of each year through March 31 of the next year is referred to herein as a “Tax Year.” The first Tax Year of the Development Program begins April 1, 2024, and the last Tax Year of the Development Program begins April 1, 2043.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total municipal acreage is 12,386 acres; the total area of the proposed AHTIF District would be approximately 19.8649 acres and thus such area represents less than 2% (or 0.002518973%) of the total acreage of the City. The total area of the proposed AHTIF District (19.86649) and the total area of all development districts in the City (877.0175) totals 896.882 acres which is approximately 7.241% (896.882/12,386) of total municipal acreage of the City. The 896.882 acres includes two exempt districts—a Transit Oriented TIF District (30.00 acres) and a Downtown/Transit Oriented TIF District (416.7288 acres)—which, when subtracted from the 896.882 acres is 430.289 acres, which is 3.473% (430.289/12,386) of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts and the proposed AHTIF Districts is 36.04 acres or 0.274% of the total acreage of the City (36.04/12,386) and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF District (\$0.00) combined with the Original Assessed Value of all existing Affordable Housing TIF Districts within the City totals \$4,279,961. The taxable property value as of the April 1<sup>st</sup> before MaineHousing approval (4/1/2023) equals \$14,872,866,446. As the aggregate OAV as a percent of taxable value is 0.0287%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1<sup>st</sup> preceding the date of the designation of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 100% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the 25 Casco Street Affordable Housing Development and Tax Increment Financing District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

### **Article III. Financial Plan.**

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of March 31, 2023. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 50% (Fifty percent). Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement, which will be the entire amount of the 50% (Fifty percent) of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 50% (Fifty percent) of the Increased Assessed Value. Accordingly, 50% (Fifty percent) of the Tax

Increment Revenues for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement 50% (Fifty percent) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The Riverton Park project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 20 years based upon the estimated local assessed valuation and the estimated tax rate of \$13.88/\$1,000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered" in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

#### **Article IV. Municipal Approvals.**

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on XXXXXX XX, 2023, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on November 20, 2023. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on November 20, 2023 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Danielle P. West, City Manager,  
City of Portland, ME

Unit Type	UNIT INFORMATION					RENTAL INCOME				
	# of BR	# of Units	LIHTC Unit	PBV Unit PBV	Income Limit (% AMI)	Max Gross LIHTC Rent	Less Utility Allowance	Max Contract LIHTC Rent	Proposed Contract Rent	Annual Rental Income
2BR @ 50% AMI - PBV	2	12	Y	Y	50%	1,330	57	1,273	1,273	183,312
2BR @ 60% AMI	2	5	Y	N	60%	1,597	57	1,540	1,540	92,400
2BR @ 80% AMI	2	3	Y	N	80%	2,129	57	2,072	1,825	65,700
3BR @ 50% AMI - PBV	3	35	Y	Y	50%	1,537	66	1,471	1,471	617,820
3BR @ 60% AMI	3	7	Y	N	60%	1,845	66	1,779	1,779	149,436
3BR @ 80% AMI	3	5	Y	N	80%	2,460	66	2,394	2,150	129,000
4BR @ 50% AMI - PBV	4	25	Y	Y	50%	1,715	75	1,640	1,640	492,000
4BR @ 60% AMI	4	3	Y	N	60%	2,058	75	1,983	1,983	71,388
4BR @ 80% AMI	4	2	Y	N	80%	2,744	75	2,669	2,425	58,200
5BR @ 50% AMI - PBV	5	17	Y	Y	50%	1,892	85	1,807	1,807	368,628
5BR @ 60% AMI	5	2	Y	N	60%	2,271	85	2,186	2,186	52,464
5BR @ 80% AMI	5	1	Y	N	80%	3,028	85	2,943	2,625	31,500
6BR @ 50% AMI - PBV	6	6	Y	Y	50%	2,070	93	1,977	1,977	142,344
OBR @ 50% AMI - PBV	0	3	Y	Y	50%	1,035	43	992	992	35,712
OBR @ 60% AMI	0	5	Y	N	60%	1,242	43	1,199	1,199	71,940
1BR @ 50% AMI - PBV	1	6	Y	Y	50%	1,109	48	1,061	1,061	76,392
1BR @ 60% AMI	1	4	Y	N	60%	1,330	48	1,282	1,282	61,536
1BR @ 80% AMI	1	3	Y	N	80%	1,774	48	1,726	1,500	54,000
2BR @ 50% AMI - PBV	2	9	Y	Y	50%	1,330	57	1,273	1,273	137,484
2BR @ 60% AMI	2	5	Y	N	60%	1,597	57	1,540	1,540	92,400
2BR @ 80% AMI	2	2	Y	N	80%	2,129	57	2,072	1,825	43,800
3BR @ 50% AMI - PBV	3	17	Y	Y	50%	1,537	63	1,474	1,474	300,696
3BR @ 60% AMI	3	3	Y	N	60%	1,845	63	1,782	1,782	64,152
3BR @ 80% AMI	3	2	Y	N	80%	2,460	63	2,397	2,150	51,600
<b>TOTAL</b>	<b>556</b>	<b>182</b>	<b>182</b>	<b>130</b>						<b>3,443,904</b>

REHABILITATION

NEW CONSTRUCTION

OPERATING SUBSIDY INCOME			
PBV Rent	Monthly PBV Diff. PUPM	Annual PBV Diff. Total	Total Annual Rent. + PBV Income
1,987	714	102,816	286,128
-	-	-	92,400
-	-	-	65,700
2,512	1,041	437,220	1,055,040
-	-	-	149,436
-	-	-	129,000
2,930	1,290	387,000	879,000
-	-	-	71,388
-	-	-	58,200
3,370	1,563	318,852	687,480
-	-	-	52,464
-	-	-	31,500
3,813	1,836	132,192	274,536
1,324	332	11,952	47,664
-	-	-	71,940
1,544	483	34,776	111,168
-	-	-	61,536
-	-	-	54,000
1,987	714	77,112	214,596
-	-	-	92,400
-	-	-	43,800
2,515	1,041	212,364	513,060
-	-	-	64,152
-	-	-	51,600
		<b>1,714,284</b>	<b>5,158,188</b>

OTHER INCOME	
Description	Yr 1
Laundry	0
<b>TOTAL OTHER INCOME</b>	<b>0</b>

TAX INCREMENT FINANCING	
Description	Yr 1
50% TIF	170,000

COMMERCIAL INCOME	
Description	Yr 1
<b>TOTAL COMMERCIAL INCOME</b>	<b>0</b>

UNIT INFO				
BR Size	UA-Rehab	UA-Bldg1	PBV Rent	Mrkt. Study
0 BR		43	1,367	1,375
1 BR		48	1,592	1,625
2 BR	57	57	2,044	1,950
3 BR	66	63	2,578	2,275
4 BR	75		3,005	2,550
5 BR	85		3,455	2,750
6 BR	93		3,906	

UTILITIES		
Utility	Payee	Type
Electricity	Tenant	CMP
Heat - Bldg 1 (Elect.)	Tenant	ER Baseboard
Heat - Rehab (Gas)	Owner	Gas/Unitil
Hot Water	Owner	Gas/Unitil
Cooking	Tenant	Electric/CMP
Water/Sewer	Owner	PWD
Trash	Owner	Private

EFFECTIVE GROSS INCOME	
Description	Yr 1
Rental Income: LIHTC Units	1,089,516
Vac. Loss - LIHTC (5.00%)	(54,476)
Rental Income: PBV Units	4,068,672
Vac. Loss - PBV (5.00%)	(203,434)
Rental Income: Market Units	0
Vac. Loss - Market-Rate (5.00%)	0
Other Income	0
Vac. Loss - Other Inc. (5.00%)	0
Tax Increment Financing	170,000
Commercial Income	0
<b>EFFECTIVE GROSS INCOME</b>	<b>5,070,279</b>

SQUARE FOOTAGE AND APPLICABLE FRACTION		
Description	Units	Sq. Ft.
LIHTC Units	182	180,775
Non-LIHTC Units	0	
<b>TOTAL UNITS</b>	<b>182</b>	<b>180,775</b>

APPLICABLE FRACTION		
Applicable Fraction	By Units	By Sq.Ft.
by Calculation Method:	100.00%	100.00%
<b>APPLICABLE FRACTION</b>		<b>100%</b>

Rehab		143,573
Bldg 1		71,074
N'Hood Center		14,222
Maint Bldg		TBD
<b>TOTAL PROJECT SQUARE FOOTAGE</b>		<b>228,869</b>

Line Item	Total	Rehab (123 Units)	Bldg #1 (59 Units)	Community Center	Maint. Building	Per Unit
<b>ADMINISTRATIVE EXPENSES</b>						
Management Fees	175,600	119,408	56,192			965
Management Charges	175,600	119,408	56,192			965
Marketing	1,000	500	500			5
Legal	5,000	3,000	2,000			27
Background Checks	3,030	1,750	1,280			17
Property Postage/Copier	4,780	3,500	1,280			26
Interpreting	7,300	4,800	2,500			40
Bank Charges	2,240	1,850	390			12
Rent Comp Study	0					0
Software and Maintenance of Computers	7,000	4,000	2,000	1,000		38
Auditing	13,000	6,500	6,500			71
Other Admin.	0					0
<b>Subtotal Administrative Expenses</b>	<b>394,550</b>					<b>2,168</b>

Line Item	Total	Rehab (123 Units)	Bldg #1 (59 Units)	Community Center	Maint. Building	Per Unit
<b>UTILITY EXPENSES</b>						
Heating Fuel	102,500	90,000	10,000	2,000	500	563
Electricity	122,800	12,000	70,800	36,000	4,000	675
Water/Sewer	171,000	132,000	36,000	2,000	1,000	940
Property Internet/Phone for Tenant Use	18,000	6,000	6,000	6,000		99
Other Utility	13,800	10,000	3,800			76
<b>Subtotal Utility Expenses</b>	<b>428,100</b>					<b>2,352</b>

Line Item	Total	Rehab (123 Units)	Bldg #1 (59 Units)	Community Center	Maint. Building	Per Unit
<b>MAINTENANCE EXPENSES</b>						
Janitorial Payroll	37,000	12,000	15,000	10,000		203
Janitorial Supplies and Equipment	8,350	2,500	4,500	1,350		46
Janitorial Contractual Services	9,000	0	5,800	3,200		49
Garbage and Trash Removal	26,200	17,200	7,200	1,800		144
Vehicle and Equipment	6,118	4,000	1,500	618		34
Grounds Maintenance Payroll	0					0
Grounds Tools and Supplies	4,800	2,600	1,350	850		26
Grounds Contractual Services	33,300	18,500	12,300	2,500		183
Miscellaneous Ground Maintenance	4,650	2,700	1,200	750		26
Building Maintenance Payroll	154,000	108,000	30,000	14,000	2,000	846
Building Tools and Supplies	19,700	12,200	5,200	1,800	500	108
Building Contractual Services	49,300	15,800	25,000	7,500	1,000	271
Building Systems Maintenance	30,800	12,300	15,000	3,500		169
Miscellaneous Building Maintenance	0					0
Other Maint.	0					0
<b>Subtotal Maintenance Expenses</b>	<b>383,218</b>					<b>2,106</b>

Line Item	Total	Rehab (123 Units)	Bldg #1 (59 Units)	Community Center	Maint. Building	Per Unit
<b>GENERAL EXPENSES</b>						
Property Taxes	340,000	200,000	120,000	15,000	5,000	1,868
Property and Liability Insurance	149,000	72,000	62,000	12,500	2,500	819
Other Financial Expenses	0					0
Resident Services	147,250	122,000	25,250			809
Other General	7,000	5,230	1,770			38
<b>Subtotal General Expenses</b>	<b>643,250</b>					<b>3,534</b>

<b>HOUSING OPEX</b>	<b>1,849,118</b>					<b>10,160</b>
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Line Item	Total	Rehab (123 Units)	Bldg #1 (59 Units)	Community Center	Maint. Building	Per Unit
<b>COMMERCIAL EXPENSES</b>						
Admin Expenses	0					0
Operating Expenses	0					0
Maintenance Expenses	0					0
General Expenses	0					0
Other Comm.	0					0
<b>Subtotal Commercial Expenses</b>	<b>0</b>					<b>0</b>

<b>TOTAL OPEX</b>	<b>1,849,118</b>					<b>10,160</b>
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Line Item	Total	Rehab (123 Units)	Bldg #1 (59 Units)	Community Center	Maint. Building	Per Unit
<b>RESERVE CONTRIBUTIONS</b>						
Replacement Reserve	81,900	55,350	26,550			450
Other Reserve	0					0

<b>TOTAL OPEX + RESERVES</b>	<b>1,931,018</b>					<b>10,610</b>
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Development Budget - Riverton Park

Line Item	TOTAL	COMPONENT SUBTOTALS				Per Unit	LIHTC Basis			T-E Bonds
		Rehab Costs	Bldg 1 Costs	N'hood Costs	MB Costs		NC/R Basis	Acq Basis	Non-Deprec.	50% Test
<b>CONSTRUCTION COSTS</b>										
Off-Site Improvements	0	0	0	0	0	0	0	0	0	0
On-Site Improvements	5,809,252	3,627,366	1,341,161	840,725	0	31,919	5,519,252	0	290,000	5,809,252
Construction: Residential	44,824,061	21,081,041	17,613,179	5,479,841	650,000	246,286	43,224,061	0	1,600,000	44,824,061
Construction: Commercial	0	0	0	0	0	0	0	0	0	0
Demolition	0	0	0	0	0	0	0	0	0	0
General Requirements	4,637,753	2,516,429	1,420,965	700,359	0	25,482	4,464,753	0	173,000	4,637,753
Builder Overhead	0	0	0	0	0	0	0	0	0	0
Builder Profit	2,156,979	1,072,162	808,341	276,476	0	11,852	2,075,979	0	81,000	2,156,979
GL Insurance	287,598	142,955	107,779	36,864	0	1,580	276,598	0	11,000	287,598
CM Escalation	816,480	405,581	306,471	104,428	0	4,486	816,480	0	0	816,480
CM Estimating Contingency	1,881,850	960,551	673,980	247,319	0	10,340	1,881,850	0	0	1,881,850
Rooftop Solar PVs	325,000	0	325,000	0	0	1,786	325,000	0	0	325,000
Escalation Pre-CLC (5%)	3,036,949	1,490,304	1,129,844	384,301	32,500	16,687	2,923,949	0	113,000	3,036,949
Construction Contingency	4,527,254	2,980,609	1,129,844	384,301	32,500	24,875	4,358,254	0	169,000	4,527,254
<b>Subtotal Construction Costs</b>	<b>68,303,176</b>	<b>34,276,998</b>	<b>24,856,564</b>	<b>8,454,614</b>	<b>715,000</b>	<b>375,292</b>	<b>65,866,176</b>	<b>0</b>	<b>2,437,000</b>	<b>68,303,176</b>
<b>SOFT COSTS</b>										
Building Permits & Fees	755,873	344,499	313,674	90,350	7,350	4,153	695,873	0	60,000	755,873
Survey & Engineering	428,445	148,375	250,070	20,000	10,000	2,354	407,445	0	21,000	428,445
Architectural & Design	2,970,804	1,209,384	950,867	674,941	135,612	16,323	2,397,804	0	573,000	2,970,804
Legal	115,000	57,500	57,500	0	0	632	97,500	0	17,500	115,000
Title & Recording	40,000	20,000	20,000	0	0	220	37,000	0	3,000	40,000
Accounting	12,000	6,000	6,000	0	0	66	12,000	0	0	12,000
Construction Period Tax	8,000	4,000	4,000	0	0	44	0	8,000	0	8,000
Insurance	342,000	150,000	135,000	42,000	15,000	1,879	307,000	0	35,000	342,000
Soft Cost Contingency	60,000	30,000	30,000	0	0	330	60,000	0	0	60,000
<b>Subtotal Soft Costs</b>	<b>4,732,122</b>	<b>1,969,758</b>	<b>1,767,111</b>	<b>827,291</b>	<b>167,962</b>	<b>26,001</b>	<b>4,014,622</b>	<b>8,000</b>	<b>709,500</b>	<b>4,732,122</b>
<b>FINANCING COSTS</b>										
CL Origination Fees	0	0	0	0	0	0	0	0	0	0
CL Inspections	0	0	0	0	0	0	0	0	0	0
CL Interest	3,625,000	1,825,000	1,800,000	0	0	19,918	2,537,500	0	1,087,500	3,625,000
Perf. Guarantee LOC Fee	20,000	10,000	10,000	0	0	110	20,000	0	0	20,000
MSHA Bond Issuance Fee	0	0	0	0	0	0	0	0	0	0
Other Bond Fees	0	0	0	0	0	0	0	0	0	0
Other Construction Loan Costs	0	0	0	0	0	0	0	0	0	0
MSHA Perm Loan Fees	1,187,000	593,500	593,500	0	0	6,522	1,187,000	0	0	1,187,000
Perm Lender Application Fees	0	0	0	0	0	0	0	0	0	0
Perm Lender Origination Fees	0	0	0	0	0	0	0	0	0	0
Other Perm Loan Costs	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Financing Costs</b>	<b>4,832,000</b>	<b>2,428,500</b>	<b>2,403,500</b>	<b>0</b>	<b>0</b>	<b>26,549</b>	<b>3,744,500</b>	<b>0</b>	<b>1,087,500</b>	<b>4,832,000</b>
<b>MISCELLANEOUS COSTS</b>										
Market Study	5,000	2,500	2,500	0	0	27	5,000	0	0	0
Appraisal	16,000	8,000	8,000	0	0	88	16,000	0	0	0
Environmental	78,635	74,635	3,500	250	250	432	70,735	0	7,900	78,635
LIHTC Process & Monitoring Fees	550,250	308,129	239,129	2,992	0	3,023	0	0	550,250	0
Relocation	500,000	350,000	150,000	0	0	2,747	0	0	500,000	500,000
FF&E	420,000	155,000	70,000	195,000	0	2,308	263,000	0	157,000	420,000
Other Misc Costs	34,710	24,710	10,000	0	0	191	14,710	0	20,000	34,710
<b>Subtotal Miscellaneous Costs</b>	<b>1,604,595</b>	<b>922,974</b>	<b>483,129</b>	<b>198,242</b>	<b>250</b>	<b>8,816</b>	<b>369,445</b>	<b>0</b>	<b>1,235,150</b>	<b>1,033,345</b>

Development Budget - Riverton Park

Line Item	TOTAL	COMPONENT SUBTOTALS				Per Unit	LIHTC Basis			T-E Bonds
		Rehab Costs	Bldg 1 Costs	N'hood Costs	MB Costs		NC/R Basis	Acq Basis	Non-Deprec.	50% Test
<b>ACQUISITION COSTS</b>										
Building	29,250,000	29,250,000	0	0	0	160,714	0	29,250,000	0	29,250,000
Land	0	0	0	0	0	0	0	0	0	0
Repay Existing Mortgage Balance	0	0	0	0	0	0	0	0	0	0
Other Acquisition Costs	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Acquisition Costs</b>	<b>29,250,000</b>	<b>29,250,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160,714</b>	<b>0</b>	<b>29,250,000</b>	<b>0</b>	<b>29,250,000</b>
<b>RESERVES</b>										
Operating Deficit Escrow (ODE)	2,336,000	1,168,000	1,168,000	0	0	12,835	0	0	2,336,000	0
Replacement Reserve (RR)	464,500	184,500	280,000	0	0	2,552	0	0	464,500	0
Tax & Insurance Reserve (T&I)	300,000	190,000	110,000	0	0	1,648	0	0	300,000	0
Rent Up & Marketing / Working Capital	50,000	10,000	40,000	0	0	275	0	0	50,000	0
Other	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Reserves</b>	<b>3,150,500</b>	<b>1,552,500</b>	<b>1,598,000</b>	<b>0</b>	<b>0</b>	<b>17,310</b>	<b>0</b>	<b>0</b>	<b>3,150,500</b>	<b>0</b>
<b>DEVELOPMENT FEES</b>										
<b>Subtotal Development Overhead &amp; Fees</b>	<b>5,000,000</b>	<b>3,000,000</b>	<b>2,000,000</b>	<b>0</b>	<b>0</b>	<b>27,473</b>	<b>5,000,000</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
<b>TOTAL DEVELOPMENT COSTS</b>	<b>116,872,393</b>	<b>73,400,730</b>	<b>33,108,304</b>	<b>9,480,147</b>	<b>883,212</b>	<b>642,156</b>	<b>78,994,743</b>	<b>29,258,000</b>	<b>8,619,650</b>	<b>113,150,643</b>
<b>MAINEHOUSING TDC INDEX</b>						<b>286,765</b>				

**FINANCING**

Source	Amount	Rate	Term	Amort.	Lien	Loan Type	Repayment Type	Annual Must-Pay
MH Subsidy		0.00%	30	0		No Interest	CF Contingent	0
MH Interest-Only Loan		6.00%	30	0		Interest-Only	Must-Pay	0
MH Amortizing Loan	44,358,738	5.50%	30	40	1st	Amortizing	Must-Pay	2,745,470
City HOME	1,500,000	0.00%	20	0		No Interest	CF Contingent	0
City HTF		0.00%	30	0		No Interest	CF Contingent	0
AHP Subsidized Advance		0.00%	20	30		Amortizing	Must-Pay	0
AHP Direct Subsidy		0.00%	30	0		No Interest	CF Contingent	0
Seller Note	28,450,000	4.50%	40	40		Amortizing	CF Contingent	0
Sponsor Loan		4.50%	30	30		Amortizing	CF Contingent	0
Deferred Developer Fee	3,000,000	3.00%	10	10		Amortizing	CF Contingent	0
								0
								0
<b>Total Financing</b>	<b>77,308,738</b>							<b>2,745,470</b>

**EQUITY**

Source	Amount	Yield
LIHTC Equity	38,101,155	0.88
Fed HTC Equity	0	0.00
State HTC Equity	0	0.00
State LIHTC Equity	0	0.00
Solar Investment Tax Credit	162,500	1.00
Capital Funds		
Existing Operating Reserves		
Interim Income	1,300,000	
<b>Total Equity</b>	<b>39,563,655</b>	

**SOURCES & USES**

	Total	Per Unit
Total Sources	116,872,393	642,156
Total Uses	116,872,393	642,156
<b>CAPITALIZATION GAP (SURPLUS)</b>	<b>0</b>	<b>0</b>

Cash Flow - Riverton Park

		9 Mo.															
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
% Infl.		2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
<b>INCOME</b>																	
Rental Income: LIHTC Units	2.0%	817,137	1,111,306	1,133,532	1,156,203	1,179,327	1,202,914	1,226,972	1,251,511	1,276,542	1,302,072	1,328,114	1,354,676	1,381,770	1,409,405	1,437,593	1,466,345
Vacancy Loss - LIHTC Units	5.0%	(40,857)	(55,565)	(56,677)	(57,810)	(58,966)	(60,146)	(61,349)	(62,576)	(63,827)	(65,104)	(66,406)	(67,734)	(69,088)	(70,470)	(71,880)	(73,317)
Rental Income: PBV Units	2.0%	3,051,504	4,150,045	4,233,046	4,317,707	4,404,061	4,492,143	4,581,986	4,673,625	4,767,098	4,862,440	4,959,688	5,058,882	5,160,060	5,263,261	5,368,526	5,475,897
Vacancy Loss - PBV Units	5.0%	(152,575)	(207,502)	(211,652)	(215,885)	(220,203)	(224,607)	(229,099)	(233,681)	(238,355)	(243,122)	(247,984)	(252,944)	(258,003)	(263,163)	(268,426)	(273,795)
Rental Income: Market Units	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vacancy Loss - Market Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vacancy Loss - Other Income	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tax Increment Financing	2.0%	127,500	173,400	176,868	180,405	184,013	187,694	191,448	195,277	199,182	203,166	207,229	211,374	215,601	219,913	224,311	228,798
Commercial Income	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>EFFECTIVE GROSS INCOME</b>		<b>3,802,709</b>	<b>5,171,684</b>	<b>5,275,118</b>	<b>5,380,620</b>	<b>5,488,233</b>	<b>5,597,997</b>	<b>5,709,957</b>	<b>5,824,156</b>	<b>5,940,639</b>	<b>6,059,452</b>	<b>6,180,641</b>	<b>6,304,254</b>	<b>6,430,339</b>	<b>6,558,946</b>	<b>6,690,125</b>	<b>6,823,927</b>
<b>OPERATING EXPENSES</b>																	
Administrative Expenses	3.0%	295,913	406,387	418,578	431,135	444,070	457,392	471,113	485,247	499,804	514,798	530,242	546,149	562,534	579,410	596,792	614,696
Utility Expenses	3.0%	321,075	440,943	454,171	467,796	481,830	496,285	511,174	526,509	542,304	558,573	575,331	592,591	610,368	628,679	647,540	666,966
Maintenance Expenses	3.0%	287,414	394,715	406,556	418,753	431,315	444,255	457,582	471,310	485,449	500,013	515,013	530,463	546,377	562,769	579,652	597,041
General Expenses	3.0%	482,438	662,548	682,424	702,897	723,984	745,703	768,074	791,116	814,850	839,295	864,474	890,408	917,121	944,634	972,973	1,002,163
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL OPEX</b>	3.0%	<b>1,386,839</b>	<b>1,904,592</b>	<b>1,961,729</b>	<b>2,020,581</b>	<b>2,081,199</b>	<b>2,143,635</b>	<b>2,207,944</b>	<b>2,274,182</b>	<b>2,342,407</b>	<b>2,412,680</b>	<b>2,485,060</b>	<b>2,559,612</b>	<b>2,636,400</b>	<b>2,715,492</b>	<b>2,796,957</b>	<b>2,880,866</b>
<b>NET OPERATING INCOME</b>		<b>2,415,870</b>	<b>3,267,093</b>	<b>3,313,389</b>	<b>3,360,039</b>	<b>3,407,034</b>	<b>3,454,363</b>	<b>3,502,014</b>	<b>3,549,974</b>	<b>3,598,232</b>	<b>3,646,773</b>	<b>3,695,581</b>	<b>3,744,642</b>	<b>3,793,939</b>	<b>3,843,454</b>	<b>3,893,168</b>	<b>3,943,062</b>
<b>RESERVE DEPOSITS</b>																	
Deposit to Replacement Reserve	3.0%	61,425	84,357	86,888	89,494	92,179	94,945	97,793	100,727	103,748	106,861	110,067	113,369	116,770	120,273	123,881	127,598
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL OPEX + RESERVES</b>		<b>1,448,264</b>	<b>1,988,949</b>	<b>2,048,617</b>	<b>2,110,076</b>	<b>2,173,378</b>	<b>2,238,579</b>	<b>2,305,736</b>	<b>2,374,909</b>	<b>2,446,156</b>	<b>2,519,541</b>	<b>2,595,127</b>	<b>2,672,981</b>	<b>2,753,170</b>	<b>2,835,765</b>	<b>2,920,838</b>	<b>3,008,463</b>
<b>NOI AFTER RESERVES</b>		<b>2,354,445</b>	<b>3,182,736</b>	<b>3,226,501</b>	<b>3,270,545</b>	<b>3,314,855</b>	<b>3,359,418</b>	<b>3,404,221</b>	<b>3,449,248</b>	<b>3,494,484</b>	<b>3,539,912</b>	<b>3,585,515</b>	<b>3,631,274</b>	<b>3,677,169</b>	<b>3,723,181</b>	<b>3,769,287</b>	<b>3,815,464</b>
<b>DEBT SERVICE</b>																	
MH Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Amortizing Loan		2,059,103	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470	2,745,470
City HOME		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HTF		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Subsidized Advance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Direct Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seller Note		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sponsor Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL DEBT SERVICE</b>		<b>2,059,103</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>
<b>DSCR</b>		<b>1.14</b>	<b>1.16</b>	<b>1.18</b>	<b>1.19</b>	<b>1.21</b>	<b>1.22</b>	<b>1.24</b>	<b>1.26</b>	<b>1.27</b>	<b>1.29</b>	<b>1.31</b>	<b>1.32</b>	<b>1.34</b>	<b>1.36</b>	<b>1.37</b>	<b>1.39</b>
NET CASH FLOW		295,343	437,265	481,031	525,074	569,385	613,948	658,750	703,778	749,013	794,442	840,044	885,803	931,699	977,711	1,023,817	1,069,994
CASH FLOW PER UNIT		1,623	2,403	2,643	2,885	3,128	3,373	3,620	3,867	4,115	4,365	4,616	4,867	5,119	5,372	5,625	5,879

Rent & Income Inflation  
 Yr 1-5: 2.0%  
 Yr 6-15: 2.0%  
 Yr 16-30: 2.0%

	% Infl.	16 2043	17 2044	18 2045	19 2046	20 2047
<b>INCOME</b>						
Rental Income: LIHTC Units	2.0%	1,495,672	1,525,585	1,556,097	1,587,219	1,618,963
<i>Vacancy Loss - LIHTC Units</i>	5.0%	(74,784)	(76,279)	(77,805)	(79,361)	(80,948)
Rental Income: PBV Units	2.0%	5,585,415	5,697,123	5,811,066	5,927,287	6,045,833
<i>Vacancy Loss - PBV Units</i>	5.0%	(279,271)	(284,856)	(290,553)	(296,364)	(302,292)
Rental Income: Market Units	2.0%	0	0	0	0	0
<i>Vacancy Loss - Market Units</i>	5.0%	0	0	0	0	0
Other Income	2.0%	0	0	0	0	0
<i>Vacancy Loss - Other Income</i>	5.0%	0	0	0	0	0
Tax Increment Financing	2.0%	233,374	238,041	242,802	247,658	252,611
Commercial Income	2.0%	0	0	0	0	0
<b>EFFECTIVE GROSS INCOME</b>		<b>6,960,406</b>	<b>7,099,614</b>	<b>7,241,606</b>	<b>7,386,439</b>	<b>7,534,167</b>

<b>OPERATING EXPENSES</b>						
Administrative Expenses	3.0%	633,137	652,131	671,695	691,846	712,601
Utility Expenses	3.0%	686,975	707,584	728,812	750,676	773,196
Maintenance Expenses	3.0%	614,952	633,401	652,403	671,975	692,134
General Expenses	3.0%	1,032,227	1,063,194	1,095,090	1,127,943	1,161,781
Commercial Expenses	3.0%	0	0	0	0	0
<b>TOTAL OPEX</b>	3.0%	<b>2,967,292</b>	<b>3,056,310</b>	<b>3,148,000</b>	<b>3,242,440</b>	<b>3,339,713</b>

<b>NET OPERATING INCOME</b>		<b>3,993,114</b>	<b>4,043,304</b>	<b>4,093,607</b>	<b>4,143,999</b>	<b>4,194,454</b>
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<b>RESERVE DEPOSITS</b>						
Deposit to Replacement Reserve	3.0%	131,425	135,368	139,429	143,612	147,921
Deposit to Other Reserve	3.0%	0	0	0	0	0
<b>TOTAL OPEX + RESERVES</b>		<b>3,098,717</b>	<b>3,191,679</b>	<b>3,287,429</b>	<b>3,386,052</b>	<b>3,487,633</b>

<b>NOI AFTER RESERVES</b>		<b>3,861,689</b>	<b>3,907,936</b>	<b>3,954,177</b>	<b>4,000,387</b>	<b>4,046,534</b>
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<b>DEBT SERVICE</b>						
MH Subsidy		0	0	0	0	0
MH Interest-Only Loan		0	0	0	0	0
MH Amortizing Loan		2,745,470	2,745,470	2,745,470	2,745,470	2,745,470
City HOME		0	0	0	0	0
City HTF		0	0	0	0	0
AHP Subsidized Advance		0	0	0	0	0
AHP Direct Subsidy		0	0	0	0	0
Seller Note		0	0	0	0	0
Sponsor Loan		0	0	0	0	0
Deferred Developer Fee		0	0	0	0	0
-		0	0	0	0	0
-		0	0	0	0	0
<b>TOTAL DEBT SERVICE</b>		<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>	<b>2,745,470</b>

<b>DSCR</b>		<b>1.41</b>	<b>1.42</b>	<b>1.44</b>	<b>1.46</b>	<b>1.47</b>
NET CASH FLOW		1,116,219	1,162,465	1,208,707	1,254,917	1,301,064
CASH FLOW PER UNIT		6,133	6,387	6,641	6,895	7,149

<b>Rent &amp; Income Inflation</b>
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

City of Portland - TIF Model

Riverton Park

[OAV as of 3/31/2023: \\$0, Assessor Chart, Block, & Lot No. 327 B012001](#)

9-Aug-23

City of Portland- TIF Projection Table - Riverton Park										
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues	OAV Taxes General Fund Revenue
1	2024	\$20,514,320	50.00%	\$10,257,160	13.88	\$142,392	\$142,392	\$0	\$142,392	\$0
2	2025	\$20,514,320	50.00%	\$10,257,160	14.16	\$145,240	\$145,240	\$0	\$145,240	\$0
3	2026	\$20,514,320	50.00%	\$10,257,160	14.44	\$148,145	\$148,145	\$0	\$148,145	\$0
4	2027	\$20,514,320	50.00%	\$10,257,160	14.73	\$151,107	\$151,107	\$0	\$151,107	\$0
5	2028	\$20,514,320	50.00%	\$10,257,160	15.03	\$154,130	\$154,130	\$0	\$154,130	\$0
6	2029	\$20,514,320	50.00%	\$10,257,160	15.33	\$157,212	\$157,212	\$0	\$157,212	\$0
7	2030	\$20,514,320	50.00%	\$10,257,160	15.63	\$160,356	\$160,356	\$0	\$160,356	\$0
8	2031	\$20,514,320	50.00%	\$10,257,160	15.95	\$163,564	\$163,564	\$0	\$163,564	\$0
9	2032	\$20,514,320	50.00%	\$10,257,160	16.27	\$166,835	\$166,835	\$0	\$166,835	\$0
10	2033	\$20,514,320	50.00%	\$10,257,160	16.59	\$170,172	\$170,172	\$0	\$170,172	\$0
11	2034	\$20,514,320	50.00%	\$10,257,160	16.92	\$173,575	\$173,575	\$0	\$173,575	\$0
12	2035	\$20,514,320	50.00%	\$10,257,160	17.26	\$177,046	\$177,046	\$0	\$177,046	\$0
13	2036	\$20,514,320	50.00%	\$10,257,160	17.61	\$180,587	\$180,587	\$0	\$180,587	\$0
14	2037	\$20,514,320	50.00%	\$10,257,160	17.96	\$184,199	\$184,199	\$0	\$184,199	\$0
15	2038	\$20,514,320	50.00%	\$10,257,160	18.32	\$187,883	\$187,883	\$0	\$187,883	\$0
16	2039	\$20,514,320	50.00%	\$10,257,160	18.68	\$191,641	\$191,641	\$0	\$191,641	\$0
17	2040	\$20,514,320	50.00%	\$10,257,160	19.06	\$195,474	\$195,474	\$0	\$195,474	\$0
18	2041	\$20,514,320	50.00%	\$10,257,160	19.44	\$199,383	\$199,383	\$0	\$199,383	\$0
19	2042	\$20,514,320	50.00%	\$10,257,160	19.83	\$203,371	\$203,371	\$0	\$203,371	\$0
20	2043	\$20,514,320	50.00%	\$10,257,160	20.22	\$207,438	\$207,438	\$0	\$207,438	\$0
<b>20 Year TIF Total</b>		<b>\$410,286,400</b>		<b>\$205,143,200</b>		<b>\$3,459,750</b>	<b>\$3,459,750</b>	<b>\$0</b>	<b>\$3,459,750</b>	<b>\$0</b>
<b>20 Year TIF Average</b>		<b>\$20,514,320</b>		<b>\$10,257,160</b>		<b>\$172,987</b>	<b>\$172,987</b>	<b>\$0</b>	<b>\$172,987</b>	<b>\$0</b>

**Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model - Riverton Park**

**50% Sheltered - 20 years - 50% to Developer Project Account - 50% to City Development Account**

TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation				Total Avoided Impacts
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax		
1	2023	\$20,514,320	\$10,257,160	\$0	\$14,766	\$5,042	\$19,808	
2	2024	\$20,514,320	\$10,257,160	\$0	\$14,766	\$5,042	\$19,808	
3	2025	\$20,514,320	\$10,257,160	\$0	\$14,766	\$5,042	\$19,808	
4	2026	\$20,514,320	\$10,257,160	\$27,011	\$14,766	\$5,042	\$46,818	
5	2027	\$20,514,320	\$10,257,160	\$54,021	\$14,766	\$5,042	\$73,829	
6	2028	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
7	2029	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
8	2030	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
9	2031	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
10	2032	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
11	2033	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
12	2034	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
13	2035	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
14	2036	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
15	2037	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
16	2038	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
17	2039	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
18	2040	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
19	2041	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
20	2042	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	
<b>20 Year TIF Total</b>		<b>\$410,286,400</b>	<b>\$205,143,200</b>	<b>\$1,296,505</b>	<b>\$295,316</b>	<b>\$100,838</b>	<b>\$1,692,659</b>	
<b>20 Year TIF Average</b>		<b>\$20,514,320</b>	<b>\$10,257,160</b>	<b>\$64,825</b>	<b>\$14,766</b>	<b>\$5,042</b>	<b>\$84,633</b>	





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DESIGNER

**CWS** ARCHITECTURE + INTERIOR DESIGN  
264 US ROUTE ONE SUITE 100-2A  
SCARBOROUGH, MAINE 04074 207.774.4441  
WWW.CWSARCH.COM

OWNER

RIVERTON PARK, LP  
14 BAYLER BLVD  
PORTLAND, MAINE 04101

PROJECT

RIVERTON PARK REHABILITATION  
2 RIVERTON DRIVE  
PORTLAND, MAINE 04103

DRAWING

EXTERIOR RENDERING  
CWS PROJECT NUMBER: 19013

REVISIONS


DRAWING NUMBER  
**A3.50**

SCALE: AS NOTED  
DATE: 12/22/2022



DESIGNER

**CWS** ARCHITECTURE + INTERIOR DESIGN  
264 US ROUTE ONE, SUITE 100-2A  
SCARBOROUGH, ME 04074  
207.774.4441  
CWSARCH.COM

OWNER

**RIVERTON PARK, LP**  
14 BAXTER BLVD  
PORTLAND, MAINE 04101

PROJECT

**RIVERTON PARK NEIGHBORHOOD CENTER**  
RIVERTON DRIVE  
PORTLAND, MAINE 04103

DRAWING

**EXTERIOR RENDERING**  
CWS PROJECT NUMBER: PROJECT NUMBER

REVISIONS

NO.	DESCRIPTION

DRAWING NUMBER  
**A3.60**

SCALE:  
DATE: 12/22/2022

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Victoria Volent, Housing Program Manager  
**DATE:** September 28, 2023  
**SUBJECT:** Order 56-23/24 Approving the Credit Enhancement Agreement with Riverton Park LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair  
**SPONSOR:** The Housing and Economic Development Committee, Councilor Pious Ali, Chair  
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
**1st Reading 10/16/2023**

**Final**  
**Action 11/6/2023**

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

**Does this item involve a new contract with the City: Corporation Counsel has reviewed the Credit Enhancement Agreement**

**PRESENTATION:** Mary Davis, Acting Housing & Community Development Division Director will be available for questions

**I. SUMMARY**

This is a companion order to Order XX 23/24 above.

**II. AGENDA DESCRIPTION**

During a meeting held on September 19, 2023, the Housing and Economic Development Committee voted (3-0) to forward this time to the City Council with a recommendation for passage.

This is a companion order to the order above.

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

**III. BACKGROUND**

Background information that will not appear in the Agenda Description

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

**V. FINANCIAL IMPACT**

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

**VI. STAFF ANALYSIS AND BACKGROUND**

Staff Analysis that will not appear in the Agenda Description.

**VII. RECOMMENDATION**

The Housing and Economic Development Committee voted (3-0) to forward this item to the City Council with a recommendation for passage.

**VIII. LIST ATTACHMENTS**

1. CEA DRAFT Riverton 9-25-23
2. Riverton Park Affordable Housing Credit Enhancement 10.16.2023

Prepared by:

Victoria Volent, Housing Program Manager

Date: 09/28/2023

**CREDIT ENHANCEMENT AGREEMENT**

**between**

**THE CITY OF PORTLAND, MAINE**

**and**

**RIVERTON PARK, LP**

**DATED:** \_\_\_\_\_, 202\_

## **TABLE OF CONTENTS**

### **ARTICLE I DEFINITIONS**

- Section 1.1. Definitions.
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## **EXHIBITS**

Exhibit 1 Copy of District Map

**THIS CREDIT ENHANCEMENT AGREEMENT** dated as of \_\_\_\_\_, 202\_, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Riverton Park, LP, a Maine Limited Partnership (the “Developer”).

**WITNESSETH THAT**

**WHEREAS**, the City designated the *Riverton Park Affordable Housing Development and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on November 20, 2023, Order XX- 23/24 (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

**WHEREAS**, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on \_\_\_\_\_ [Date of District Approval by MaineHousing] and anticipates the approval of the amended District and the Development Program by MSHA; and

**WHEREAS**, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I DEFINITIONS**

***Section 1.1. Definitions.***

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program. See Exhibit 2 for further detail.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Zero Dollars (\$0.00), which is the taxable assessed real property value of the District as of March 31, 2023 (April 1, 2022).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Exhibit 2 for further detail.

“Project” means the planned rehabilitation of twenty-one (21) residential buildings, the construction of a fifty-nine (59) unit low-income housing development, and construction of a neighborhood center at 2 Riverton Drive located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the

City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

***Section 1.2. Interpretation and Construction.***

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

**ARTICLE II  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND  
AND FUNDING REQUIREMENTS**

***Section 2.1. Creation of Development Program Fund.***

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Riverton Park Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and

charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

### **Section 2.2. Liens.**

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

### **Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.**

(a) Each Tax Year during the term of this Agreement, commencing with the Tax Year beginning April 1, 2024, and continuing thereafter through the Tax Year beginning April 1, 2043 (collectively the “CEA Years”), the City shall retain in the District Fifty percent (50%) of the Increased Assessed Value as Captured Assessed Value. The remaining Fifty percent (50%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to Fifty percent (50%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such Fifty percent (50%) portion into the Project Cost Account. The remaining Fifty percent (50%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

### **Section 2.4. Use of Monies in Development Program Fund.**

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the

**Section 2.5. Monies Held for Benefit of Developer.**

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program, exclusive of any investment earnings thereon, shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

**ARTICLE III PAYMENT OBLIGATIONS**

**Section 3.1. Developer Payments.**

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) On a bi-weekly basis during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state

prevailing wage law, 26 M.R.S. §1306, or the City’s minimum wage requirements set forth in Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City’s Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

**Section 3.2. Failure to Make Payment.**

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City’s obligations hereunder, including without limitation, the City’s obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

**Section 3.3. Manner of Payments.**

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

**Section 3.4. Obligations Unconditional.**

Subject to Developer’s compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

**Section 3.5. Limited Obligation.**

The City’s obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City’s obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

## ARTICLE IV PLEDGE AND SECURITY INTEREST

### **Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.**

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

### **Section 4.2. Perfection of Interest.**

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

### **Section 4.3. Further Instruments.**

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

### **Section 4.4. No Disposition of Project Cost Account.**

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay

or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

***Section 4.5. Access to Books and Records.***

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

**ARTICLE V DEFAULTS AND REMEDIES**

***Section 5.1. Events of Default.***

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Project Cost Account as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.
- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90)

days.

(h) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

***Section 5.2. Remedies on Default.***

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days’ written notice to the defaulting party.

***Section 5.3. Remedies Cumulative.***

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**ARTICLE VI**  
**EFFECTIVE DATE, TERM AND TERMINATION**

***Section 6.1. Effective Date and Term.***

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director’s unconditional approval of the City’s designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program, which is April 1, 2024, and shall expire March 31, 2043 or sooner upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to

Developer in the event that Developer does not receive a certificate of occupancy for the Project by \_\_\_\_\_.

***Section 6.2. Termination by City.***

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

***Section 6.3. Cancellation and Expiration of Term.***

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

**ARTICLE VII**  
**ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST**

***Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.***

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

***Section 7.2. Transfer.***

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

## **ARTICLE VIII MISCELLANEOUS**

### ***Section 8.1. Successors.***

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

### ***Section 8.2. Parties-in-Interest.***

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

### ***Section 8.3. Severability.***

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

### ***Section 8.4. No Personal Liability of Officials of the City.***

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

### ***Section 8.5. Counterparts.***

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

***Section 8.6. Governing Law.***

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

***Section 8.7. Notices.***

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland  
Attn. Housing and Community Development Division  
389 Congress Street  
Portland, ME 04101

With a copy to:

Corporation Counsel's Office  
389 Congress Street  
Portland, Maine 04101

If to Developer:

Riverton Park, LP  
c/o Portland Housing Development Corporation  
14 Baxter Boulevard  
Portland, Maine 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

***Section 8.8. Amendments.***

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

***Section 8.9. Records.***

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

***Section 8.10. Reserved.***

***Section 8.11. Integration.***

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

***Section 8.12. Reserved.***

***Section 8.13. Dispute Resolution.***

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

***Section 8.14. Tax Laws and Valuation Agreement.***

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

***Section 8.15. Affordability Covenants.***

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

**IN WITNESS WHEREOF**, the City and Developer have caused this Agreement to be

executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

**CITY OF PORTLAND, ME**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Danielle P. West  
Its City Manager, Duly Authorized by the City  
Council at its meeting on November 20, 2023

WITNESS:

**RIVERTON PARK, LP**

BY: PortHouse, LLC  
Its: General Partner

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Brian Frost  
Its: President

**EXHIBIT 1**

Copy of District Map

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER APPROVING THE RIVERTON PARK AFFORDABLE HOUSING  
CREDIT ENHANCEMENT AGREEMENT  
WITH RIVERTON PARK, LP**

**ORDERED**, that the credit enhancement agreement between the City of Portland and Riverton Park, LP related to the Riverton Park Affordable Housing Tax Increment Financing District is hereby approved; and

**BE IT FURTHER ORDERED**, that the City Manager is authorized to sign the agreement in substantially the same form attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Victoria Volent, Housing Program Manager  
**DATE:** September 28, 2023  
**SUBJECT:** Order 57-23/24 Appropriating \$589,897 in HOME Investment Partnership Program Funds to Portland Housing Development Corporation RE: Riverton Park - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair  
**SPONSOR:** Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair.

The Housing and Economic Development Committee met on September 19, 2023 and voted (3-0) to forward this item to the City Council with a recommendation for passage.

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading 10/16/2023**

**Final Action 11/6/2023**

**Can action be taken at a later date: No**

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

**PRESENTATION:** Mary Davis, Acting Housing & Community Development Division Director will be available for questions.

**I. SUMMARY**

Portland Housing Development Corporation is requesting \$589,987 of HOME funding with a 30-year term, 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

**II. AGENDA DESCRIPTION**

During a meeting held on September 19, 2023, the Housing and Economic Development Committee voted (3-0) to forward this item to the City Council with a recommendation for passage.

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low-income households at Riverton Park. PHDC is requesting a loan in the amount of \$589,897 of HOME funding with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

The Riverton Park Redevelopment and Rehabilitation project (182 units in total) would include 130 units at 50% AMI (i.e. \$47,350 for two people), 25 units at 60% AMI (i.e. \$56,800 for two people), 16 units at 80% AMI (i.e. \$75,700 for two people), and 11 market rate units. The total bedroom count is; 8 studio, 13 one-bedroom, 36 two-bedroom, 69 three-bedroom, 30 four-bedroom, 20 five-bedroom, and 6 six-bedroom apartments.

Rehabilitation includes the demolition of the existing administrative building and the redevelopment of a larger Neighborhood Center to provide space for the Boys & Girls Club, Portland Housing Study Center, and a Teen Center.

PHDC is also requesting additional financial assistance in the form of \$910,103 in Housing Trust funding, and Affordable Housing Tax Increment Financing (AHTIF). The AHTIF and Housing Trust funding requests are being considered in the items below.

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

### **III. BACKGROUND**

Portland Housing Development Corporation is proposing the rehabilitation of 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low income households at Riverton Park.

The Riverton Park Redevelopment and Rehabilitation project (182 units in total) would include 130 units at 50% AMI (i.e. \$47,350 for two people), 25 units at 60% AMI (i.e. \$56,800 for two people), 16 units at 80% AMI (i.e. \$66,250 for two people), and 11 market rate units. The total bedroom count is; 8 studio, 13 one-bedroom, 36 two-bedroom, 69 three-bedroom, 30 four-bedroom, 20 five-bedroom, and 6 six-bedroom apartments. Rehabilitation includes the demolition of the existing administrative building and the redevelopment of a larger Neighborhood Center to provide space for the Boys & Girls Club, Portland Housing Study Center, and a Teen Center. The Neighborhood Center would include a multipurpose recreational gymnasium, community kitchen, food & clothing pantry, conference room, residents service coordination office, and community policing liaison office. A new maintenance building would also be included in the redevelopment project. The project proposes to create new community gardens, a new recreation field, a new community plaza, playground space, walking trails through forested areas, and upgrade the existing playground at Riverton Park. The four-story building would meet or exceed Portland's Green Building Ordinance through Passive House building standards.

This project is seeking permanent mortgage, construction financing and a 4% Low Income Housing Tax Credit and tax-exempt debt with Maine Housing.

The applicant received Planning Board approval during their May 23, 2023 public hearing.

Staff is recommending approval by the City Council of the Housing and Economic Development Committee's recommendation of HOME funding in the amount of up to \$589,897 with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

### **IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

Increase access to rental units that are safe, affordable, and accessible for working and low-income households.

### **V. FINANCIAL IMPACT**

The recommendation for funding is for the amount of up to \$589,897 in HOME funding with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

### **VI. STAFF ANALYSIS AND BACKGROUND**

According to Portland's Comprehensive Plan 2030, while Portland has welcomed much needed new housing construction in recent years, both the lack of sufficient housing supply and the affordability of that housing for a healthy socioeconomic cross-section of the population remain urgent challenges.

The City of Portland is actively engaged in efforts to encourage housing preservation and creation for all income levels and household sizes city-wide, both through policy initiatives and through public/nonprofit

partnerships with agencies such as Portland Housing Authority, Community Housing of Maine, Avesta Housing, Preble Street, Shalom House, and the Maine Affordable Housing Coalition.

The Comprehensive Plan has set the following goals:

Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.

Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods.

Pursue policies to enable people who work in Portland to have the option to live in Portland.

Adopt sustainable land use and transportation policies that support connectivity, walkable neighborhoods, and multi-model transportation.

## **VII. RECOMMENDATION**

Staff is recommending approval by the City Council of the Housing and Economic Development Committee's recommendation of HOME funding in the amount of up to \$589,897 with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

## **VIII. LIST ATTACHMENTS**

1. Riverton Memo Affordable Housing Development Funding Requests 2
2. Appropriating Home funds to Portland Housing Development Corporation for Riverton Park 10.16.2023

Prepared by:

Victoria Volent, Housing Program Manager

Date: 09/28/2023



**CITY OF PORTLAND**  
**Housing and Economic Development Department**  
**Housing and Community Development Division**

TO: Councilor Ali, Chair  
Members of the Housing and Economic Development Committee  
FROM: Victoria Volent, Housing Program Manager, Housing and Community  
Development Division  
MEETING DATE: September 19, 2023  
SUBJECT: 2023 Affordable Housing and TIF Development Funding Request

### **Introduction**

Portland Housing Development Corporation (PHDC) has submitted for review and a recommendation by the Housing and Economic Development Committee to the City Council, a request for Affordable Housing Tax Increment Financing and Affordable Housing Development funding in response to the release of the *2023 Affordable Housing Development and Tax Increment Financing Application*.

### **Riverton Park Redevelopment and Renovation**

Portland Housing Development Corporation is requesting a loan of \$1,500,000 and an Affordable Housing TIF (50% for 30 years) for the rehabilitation of 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four story elevator-assisted building with 59 rental units for low income households at Riverton Park.

The Riverton Park Redevelopment and Rehabilitation project (182 units in total) would include 130 units at 50% AMI (i.e. \$47,350 for two people), 25 units at 60% AMI (i.e. \$56,800 for two people), 16 units at 80% AMI (i.e. \$66,250 for two people), and 11 market rate units. The total bedroom count is; 8 studio, 13 one-bedroom, 36 two-bedroom, 69 three-bedroom, 30 four-bedroom, 20 five-bedroom, and 6 six-bedroom apartments. Rehabilitation includes the demolition of the existing administrative building and the redevelopment of a larger Neighborhood Center to provide space for the Boys & Girls Club, Portland Housing Study Center, and a Teen Center. The Neighborhood Center would include a multipurpose recreational gymnasium, community kitchen, food & clothing pantry, conference room, residents service coordination office, and community policing liaison office. A new maintenance building would also be included in the redevelopment project. The project proposes to create new community gardens, a new recreation field, a new community plaza, playground space, walking trails through forested areas, and upgrade the existing playground at Riverton Park. The four story building would meet or exceed Portland's Green Building Ordinance through Passive House building standards.

This project is seeking permanent mortgage, construction financing and a 4% Low Income Housing Tax Credit and tax-exempt debt with Maine Housing.

The applicant received Planning Board approval during their May 23, 2023 public hearing.

According to the developer's application:

*Built in 1972, this Public Housing community faces a long backlog of capital improvements due to chronic HUD underfunding, normal wear-and-tear from large families, and five-decades without a significant renovation. Major building systems, including building exteriors and mechanical, have reached the end of their useful life and necessitate replacement. Finishes, fixtures and millwork in units are old, worn and cause high maintenance burden. Accessibility upgrades are needed to better accommodate those with disabilities. Frequent maintenance issues and inefficient building exteriors contribute to high property operating expenses and utility costs. Though reasonably maintained by dedicated maintenance staff, only renovation will preserve these homes as healthy, safe, accessible, energy-efficient and affordable for the long-term.*

*Riverton Park serves predominantly low-income, BIPOC and/or New Mainer residents. Nearly a dozen languages are spoken in Riverton Park. PHA has developed close partnerships with Boys & Girls Club (B&GC), Opportunity Alliance, Greater Portland Health Center (GPH), and many more to offer on-site services. However, there is insufficient space for resident service delivery. For instance, while there are over 300 youth under 18 years living at Riverton Park today, the after-school program spaces are extremely undersized. There is also no active outdoor field or indoor recreational space at the property. As a result, service providers cannot always serve everyone seeking to participate. The small GPH clinic currently operating at Riverton Park cannot attend to all persons seeking preventative and basic medical care due to lack of capacity. Although many of our residents are food insecure and depend on local food programs, there is no dedicated pantry for distributing food and clothing donations.*

*The proposed scope of work will resolve all existing building issues noted above. The rehabilitation scope includes but not limited to: upgrade building envelopes; install continuous exterior insulation; replace roofs and windows; replace old boilers; install new ventilation system; create new accessible units; improve sitework and handicap ramps; renovate unit interiors with new finishes, flooring, fixtures, cabinets and paint; convert all gas ranges to electric; install new energy-efficient and water-efficient fixtures; and replace front stoops and add rear stoops.*

*Site work improvements throughout the property include but not limited to: replace curbing, sidewalks and pathways; improve pedestrian and bicycle infrastructure; replace obsolete utility lines; improve site accessibility for persons with disabilities; repave parking lots; improve water drainage away from buildings; enhance landscaping; add community gardens; and improve site lighting. To promote active lifestyles, a new recreational field and playground are proposed as well as rehabilitation of the existing basketball court. To promote social interaction and community solidarity, an outdoor plaza with a performance stage and seating areas is located between the Neighborhood Center and Building 1.*

### **Requested Amount of Affordable Housing Development Funding**

- PHDC is requesting \$1,500,000 for the Riverton Park Redevelopment & Rehabilitation project (\$8,241 per unit). To fill the funding gap and maintain an

acceptable loan-to-value (LTV) ratio on MaineHousing debt, PHDC is proposing structuring the funding as a non-recourse, amortizing, cash flow-contingent note with a 20-year term and a 0% interest rate that does not accrue. As cash flow becomes available, the City would receive available debt service payments, up to \$75,000 annually. The City loan would be subordinate to MaineHousing's interest, PHDC Deferred Development Fee, PHDC Sponsor Loan and General Partner Asset Management Fee.

PHDC proposes prepayment be allowed anytime without penalty. If a balance exists at loan maturity (year 20), refinancing or a balloon payment would be due.

- Based on the underwriting review, staff is recommending a loan in the amount of no more than \$1,500,000, with a 30 year term, 3% interest, interest accrual, and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year. Payment in waterfall prior to Portland Housing Authority Seller Note. The \$1,500,000 request would be comprised of \$589,897 of HOME funding and \$910,103 in Housing Trust funding.
- PHDC is also requesting 50% Affordable Housing Tax Increment Financing for 30 years. The underwriting review recommendation (see attached) is for a 50% AHTIF for 20 years. Staff is recommending a 50% AHTIF for 20 years.

### **Affordable Housing Tax Increment Financing**

If approved as proposed (50% for 20 years), the Affordable Housing TIF financing would be provided through a Credit Enhancement Agreement at 50% of the increased assessed value tax revenue, currently estimated at a 20-year annual average of \$172,987, with an estimated total of \$3,459,750 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project would be taxable, with an estimated annual assessment of \$20,514,320 and estimated annual tax of \$142,392 at the current 23FY millage rate of .01388. The estimated increased assessed value is also \$20,514,320 or \$410,286,400 over the 20 year term of the district based on an Original Assessed Value of \$0.00. The increased taxable value, currently estimated at a 20-year annual average of \$172,987, with an estimated total of \$3,459,750, will be non-captured general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

### **Financial Impact**

Fifty (50%) percent of the increased assessed value tax revenue would be captured increased assessed value tax revenue returned to the project/developer through a Credit Enhancement Agreement. The remaining non-captured revenue from the increased assessed value of fifty (50%) percent (approximately \$3,459,750 over the 20-year term) will be general fund revenue. The Credit Enhancement Agreement would return approximately \$3,459,750 in captured increased assessed value tax revenue to the project/developer (averaged at \$172,987 annually over twenty years) to support the cashflow of the project. Non-captured general fund revenues are estimated at \$3,459,750 (average at \$172,987 annually over twenty years).

	<b>Captured Revenue to Developer (assumes 2% increase/year to mill rate) (Tax Dollars returned to the Developer's District Account)</b>	<b>Captured Revenue Returned to City (assumes 2% increase/year to mill rate) (Tax Dollars returned to the City's District Account)</b>	<b>Non -Captured General Fund Revenue (Tax Dollars in General Fund)</b>
20 Year TIF Total	\$3,459,750	\$0	\$3,459,750
20 Year Average	\$172,987	\$0	\$172,987

With the tax sheltering benefits of TIF Districts, overall savings to the City during the term of the district averages an estimated annual amount of \$84,633 +, or \$1,692,659 + over the life of the district.

	<b>1. Sheltered Valuation (same as Captured Valuation)</b>	<b>2. Avoided Loss of State Aid for Education</b>	<b>3. Avoided Loss of State Municipal Revenue Sharing</b>	<b>4. Avoided Increase in County Tax</b>	<b>5. Total Avoided Impacts (2+3+4)</b>
20 Year TIF Total	\$205,143,200	\$1,296,505	\$295,316	\$100,838	\$1,692,659
20 Year Average	\$10,257,160	\$64,825	\$14,766	\$5,042	\$84,633

### Staff Recommendations

- A loan in the amount of no more than \$1,500,000, with a 30 year term, 3% interest, interest accrual, and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year. Payment in waterfall prior to Portland Housing Authority Seller Note. The \$1,500,000 request would be comprised of \$589,897 of HOME funding and \$910,103 in Housing Trust funding.
- Affordable Housing Tax Increment Financing/Credit Enhancement Agreement with terms of 20 years at 50%.

Prior to loan closing and TIF finalization, underwriting recommends the satisfactory review of:

1. Appraisal supporting building price, which separates land value;
2. Market Study to demonstrate demand for 80% AMI units at projected rents;
3. All standard construction loan conditions, including satisfactory review of final contract with General Contractor consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

And because of the extraordinary construction contingency, estimating adjustors, and cost escalators, that 25% of any actual construction cost savings reduce the City loan.

The TIF recommendation, with some units at less than LIHTC maximum rents, is explicitly intended to not set a precedent for future underwriting. Rather, underwriting is recommending a policy be developed before the next funding cycle.

### Attachments:

- Riverton Park Redevelopment and Renovation: Project Summary
- Riverton Park Redevelopment and Renovation: Underwriting memo
- Riverton Park Redevelopment and Renovation: Development Schedule
- Riverton Park Redevelopment and Renovation: TIF Projection Table
- Riverton Park Redevelopment and Renovation: Tax Shifts – Avoided Formula Impacts

**B.12. Total number of Units at 120% AMI:**

0

**B.13. Total number of Units at 110% AMI:**

0

**B.14. Total number of Units at 100% AMI:**

0

**B.15. Total number of Units at 80% AMI:**

16

**B.16. Total number of Units at 60% AMI:**

25

**B.17. Total number of Units at 50% AMI:**

130

**B.18. Total number of Units at 40% AMI:**

0

**B.19. Housing Type**

Rental

**B.20. Total number of studio/efficiency units:**

8

**B.21. Total number of one-bedroom units:**

13

**B.22. Total number of two-bedroom units:**

36

**B.23. Total number of three-bedroom units**

69

**B.24. Total number of four-bedroom units**

30

**B.25. Total number of five-bedroom units**

20

**B.26. Property Manager**

Portland Housing Authority

**B.27. When is construction expected to begin?**

04/01/2023

*Printed By: Victoria Volent on 7/14/2023*

**B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:**

- **Description of municipal housing need and how the development addresses that need;**
- **Requested amount of Affordable Housing Development Funding;**
- **Description of how City's participation is financially necessary in order for the project to proceed;**
- **Description of allowed uses in the zone;**
- **Description of residential and non-residential uses in the area;**
- **Description of accessory uses relating to residential use, if any;**
- **Indicate if this project requires relocation of existing commercial or residential tenants;**
- **Description of relocation plan for persons temporarily or permanently displaced by development activities;**
- **Description of how the development is consistent with the Comprehensive Plan**
- **Description of how housing and facilities in the development will be operated after completion;**
- **Description of planned uses of tax increment revenues from the district (AHTIF projects only).**

### **PROJECT OVERVIEW**

The Riverton Park Redevelopment & Rehabilitation project is a bold opportunity to preserve 123 existing units and create 59 new units of mixed-income affordable family rental apartments that will be energy-efficient, resilient and beautiful. The project will include 130 units at 50% of Area Median Income (AMI) that enjoy Project-Based Vouchers (PBV) to ensure Very- and Extremely-Low Income households pay no more than 30% of income towards housing costs. The project will establish a mixed-income spectrum of affordability at Riverton Park: 171 affordable homes will be restricted at 50%–80% AMI and 11 apartments will set be market rate. The rehabilitation will modernize existing townhome apartments that suffer from energy-inefficient HVAC systems, poor building exteriors, and failing finishes and fixtures, among other issues. The construction of a new multifamily building with 59 apartments will add 41 net new dwelling units to the property. A new Neighborhood Center will be constructed to greatly expand on-site resident services and finally meet the considerable service needs of families. It will create a larger Greater Portland Health Clinic to enhance the health and wellbeing of the whole Riverton community. The project will also improve pedestrian and bike infrastructure, social gathering spaces, recreational facilities, and accessibility for persons with disabilities at Riverton Park.

This Public Housing community was built during Urban Renewal as an isolated community on the outskirts of Portland for many poor, displaced families. Riverton Park has been underserved and underfunded by HUD for decades. Its cul-de-sac design segregates it from surrounding neighborhoods, making it vulnerable to crime. PHA hears from our partners and residents daily that better quality apartments and more educational, healthcare, youth development and food access services will help our families secure their basic needs and boost self-sufficiency. This project will take on long-standing inequities that have afflicted this community, whose population is comprised predominantly of ELI families, BIPOC residents and New Mainers. The Neighborhood Center will greatly enhance and expand resident service offerings and improve delivery. The new GPH Clinic will strengthen the connection between housing, health and equity. The renovation and new construction will create sustainable, energy-efficient and mixed-income apartments. The project will be an all-encompassing transformation and recontextualization of the Riverton Park community that will benefit Portlanders for decades to come. There is tremendous demand for vouchered rental homes and resident services, and this project meets that need. We look forward to City support for this important effort.

Riverton Park is a near-shovel ready project. The project has been in pre-development since 2018, secured zoning approval in 2022, and will obtain Planning Board approval within 1-2 months. Portland Housing expects to close the project and commence construction within the next 10-12 months.

\*\*\*\*\*

## DESCRIPTION OF MUNICIPAL HOUSING NEED AND HOW THE DEVELOPMENT ADDRESSES THAT NEED

Built in 1972, this Public Housing community faces a long backlog of capital improvements due to chronic HUD underfunding, normal wear-and-tear from large families, and five-decades without a significant renovation. Major building systems, including building exteriors and mechanical, have reached the end of their useful life and necessitate replacement. Finishes, fixtures and millwork in units are old, worn and cause high maintenance burden. Accessibility upgrades are needed to better accommodate those with disabilities. Frequent maintenance issues and inefficient building exteriors contribute to high property operating expenses and utility costs. Though reasonably maintained by dedicated maintenance staff, only renovation will preserve these homes as healthy, safe, accessible, energy-efficient and affordable for the long-term.

Riverton Park serves predominantly low-income, BIPOC and/or New Mainer residents. Nearly a dozen languages are spoken in Riverton Park. PHA has developed close partnerships with Boys & Girls Club (B&GC), Opportunity Alliance, Greater Portland Health Center (GPH), and many more to offer on-site services. However, there is insufficient space for resident service delivery. For instance, while there are over 300 youth under 18 years living at Riverton Park today, the after-school program spaces are extremely undersized. There is also no active outdoor field or indoor recreational space at the property. As a result, service providers cannot always serve everyone seeking to participate. The small GPH clinic currently operating at Riverton Park cannot attend to all persons seeking preventative and basic medical care due to lack of capacity. Although many of our residents are food insecure and depend on local food programs, there is no dedicated pantry for distributing food and clothing donations.

When envisioning major changes to Riverton Park, Portland Housing and our experienced team of design and construction professionals contemplate all features and factors of the property. Notable among them are the numerous steep slopes, forests and wetlands that reduce the site's developable land by over 5 acres. The property's irregular shape and surrounding uses, such as Route 95, are also minded. As an affordable housing project utilizing private and public dollars, efficient use of limited funds is imperative, especially during this era of rapidly escalating construction costs. The project as currently proposed is the maximum scope of work achievable – any additional scope incurred risks financial infeasibility.

Our predevelopment process centers Riverton Park families, prioritizes resident engagement and equity, and considers potential impacts to them. We have held resident meetings regularly for over four years to update them on status, plans and next steps. PHA is committed to accommodating our residents throughout this project, evaluating and accommodating their needs, notifying in advance about all plans and relocations, securing temporary housing options, coordinating all relocation activity, paying for all reasonable relocation expenses and temporary housing, minimizing impacts to families and especially children, and complying with all applicable relocation laws and regulations. During construction, PHA will temporarily house as many families in on-site in vacant units as possible.

The Riverton Park Redevelopment & Rehabilitation project aims to preserve and expand Portland's stock of affordable homes, enhance resident services, and better connect Riverton Park with surrounding neighborhoods. The project program includes:

- A. Demolition of 4 existing buildings with 24 units closest to Forest Avenue, and redevelopment with a single, 4-story multifamily building with 59 units ("Building 1"). Its ground-floor will house PHA Management offices, a new GPH clinic, and two small neighborhood retail bays. This building aims to be built to Passive House standards, the world's most energy-efficient building standard.
- B. Rehabilitation of 21 residential buildings with approximately 123 two-story residential townhomes. The proposed scope of work will resolve all existing building issues noted above. The rehabilitation scope includes but not limited to: upgrade building envelopes; install continuous exterior insulation; replace roofs and windows; replace old boilers; install new ventilation system; create new accessible units; improve sitework and handicap ramps; renovate unit interiors with new finishes, flooring, fixtures, cabinets and paint; convert all gas ranges to electric; install new energy-efficient and water-efficient fixtures; and replace front stoops and add rear stoops.

*Printed By: Victoria Volent on 7/14/2023*

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C. Demolition of the existing administration building, and redevelopment with a significantly larger new Neighborhood Center for resident services in the same location. This will house spaces for the B&GC, PHA Study Center, and a Teen Center. It will also include a Multipurpose Recreational Gymnasium, Community Kitchen, Food & Clothing Pantry, Conference Room, Resident Service Coordination (RSC) office, and community policing liaison office. Its design and programming have been based on extensive conversations and multiple meetings with residents and service partners over the past four years.

D. New construction of a Maintenance Building. PHA Facilities currently operate out of an undersized maintenance shop within the existing admin building that is slated for demolition.

E. Site work improvements throughout the property include but not limited to: replace curbing, sidewalks and pathways; improve pedestrian and bicycle infrastructure; replace obsolete utility lines; improve site accessibility for persons with disabilities; repave parking lots; improve water drainage away from buildings; enhance landscaping; add community gardens; and improve site lighting. To promote active lifestyles, a new recreational field and playground are proposed as well as rehabilitation of the existing basketball court. To promote social interaction and community solidarity, an outdoor plaza with a performance stage and seating areas is located between the Neighborhood Center and Building 1.

11 market rate units will be scattered throughout the property to promote economic diversity. Market and affordable units will be identical (i.e. no difference in square footages, appliances, finishes).

\*\*\*\*\*

REQUESTED AMOUNT OF AFFORDABLE HOUSING DEVELOPMENT FUNDING

\$1,500,000 is requested for the Riverton Park Redevelopment & Rehabilitation project (\$8,241 per unit).

To fill the funding gap and maintain an acceptable loan-to-value (LTV) ratio on MaineHousing debt, we propose structuring this loan as a non-recourse, amortizing, cash flow-contingent note with a 20-year term and a 0% interest rate that does not accrue. As cash flow becomes available, the City would receive available debt service payments, up to \$75,000 annually. City loan will subordinate to MaineHousing's interest, PHDC Deferred Development Fee, PHDC Sponsor Loan and General Partner Asset Management Fee.

We propose prepayment be allowed anytime without penalty. If balance exists at loan maturity (year 20), balloon payment will be due or refinancing.

\*\*\*\*\*

DESCRIPTION OF HOW CITY'S PARTICIPATION IS FINANCIALLY NECESSARY IN ORDER FOR THE PROJECT TO PROCEED

The Riverton Park pro forma has a 1.15 Debt Service Coverage Ratio (DSCR) in year 1. The project cannot support additional MaineHousing permanent loan amount as it is at maximum loan-to-value (LTV) ratio. PHA will commit a significant amount of our own funds and investment to realize this priority project. The City's participation is necessary to fill the remaining funding gap and make this project financially feasible. Without this funding, the Riverton Park Redevelopment & Rehabilitation project could not proceed as currently envisioned.

The development budget costs and operating expenses are reasonable, in-line with comparable projects, and reflect actual market conditions, which has seen unprecedented inflation during the past 24 months. All development budget and operating expense line items comply with applicable City of Portland and MaineHousing guidelines.

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DESCRIPTION OF ALLOWED USES IN THE ZONE

The portion of the parcel closest to Forest Avenue is zoned B-2 Community Business, which allows for residential uses, accessory uses, neighborhood retail, and a health clinic. The majority of the parcel is zoned R-5A Residential, which allows for residential uses and accessory uses, including the Neighborhood Center and Maintenance Building. The proposed project fully complies with current zoning – including density/lot area, height, setbacks, lot coverage, frontage, floor area, etc. – and does not require any further rezoning amendments.

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DESCRIPTION OF RESIDENTIAL AND NON-RESIDENTIAL USES IN THE AREA;

Riverton Park is surrounded by residential uses and Forest Ave to its north; I95 to its east; light industrial uses to its south; and residential and light industrial uses to its west.

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DESCRIPTION OF ACCESSORY USES RELATING TO RESIDENTIAL USE, IF ANY

Riverton Park is primarily residential use. The property will also include accessory uses, including the Neighborhood Center, Maintenance Building, GPH clinic, and two small retail bays.

The new Neighborhood Center represents a significant expansion of resident service space at Riverton Park. PHA hears from our partners and residents daily that more resident services – educational, healthcare, youth development and food access services, in particular – will help our families secure their basic needs and boost self-sufficiency. Of the 109 current Riverton Park households, 55% are Extremely Low Income (ELI) and 23% are Very Low Income (VLI), according to HUD income limits. This diverse community is comprised of 65% Black/African American residents, 5% Asian residents, and 30% white residents. Nearly half of all Riverton Park residents are New Mainers. As an isolated, far-flung community, this Neighborhood Center is necessary to adequately providing services to this community that serves many disadvantaged persons. This project component is key to a prosperous and equitable Riverton Park. See Exhibit “15 – Evidence of Commitment of Resident Services” for more information on service need and offerings at Riverton Park.

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INDICATE IF THIS PROJECT REQUIRES RELOCATION OF EXISTING COMMERCIAL OR RESIDENTIAL TENANTS

All Riverton Park households must relocate while construction work occurs. All relocation activity will be carried out in compliance with all federal, state and local relocation requirements, as well as PHA’s Relocation Plan for the Project. It is anticipated most Circle #1 households will relocate into off-site apartments and given the option to return to the Project once there is an appropriate available unit. Depending on the needs of the household and the availability of comparable dwellings, off-site relocations may be to a public housing unit, a non-public housing or a non-voucher-assisted unit. For households in Circles #2-#6, we anticipate most or all to relocate into vacant on-site units. Many households may move only once. No permanent involuntary displacement of residents will occur.

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DESCRIPTION OF RELOCATION PLAN FOR PERSONS TEMPORARILY OR PERMANENTLY DISPLACED BY DEVELOPMENT ACTIVITIES

The PHA Relocation Plan for this project can be found in the “19 - Relocation Plan and Budget” attachment. As part of the planning process, PHA will assess the characteristics and needs of each covered household by conducting a pre-relocation survey during individual meetings. The assessment will be updated periodically to ensure that complete and correct information is available. PHA has a full-time Resident Transition Specialist (RTS) who will survey all households about needs/preferences prior to starting the project, coordinate all relocation activity, coordinate all movers and relocation vendors, act as tenants’ PHA main point-of-contact, send relocation notices, and assist with preparations and relocation services and assistance, among other duties. PHA will coordinate moves and movers, and pay for all movers, packing supplies, packing assistance, and all relocation expenses, including any reasonable relocation costs that residents incur, such as utility transfer/connection fees. Since the construction schedule and sequencing are not final, relocation move schedules have not yet been determined. All relocation activity will be carried out in compliance with all federal, state and local relocation requirements.

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DESCRIPTION OF HOW THE DEVELOPMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN

\*\*Policy Guide: Environment\*\*

7. Support Sustainable Land Use & Transportation Policies

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- “Continue to develop land use policies which support complete neighborhoods.” – The project will provide Riverton Park with more affordable units, higher quality housing stock, community gathering places and plazas, community healthcare clinic, convenient resident service delivery spaces, recreation and green spaces, improved pedestrian infrastructure, and neighborhood retail opportunities. The project will allow more families to live close to services and transit (a METRO bus stop is located within 100 feet of the property along Forest Ave). Together, the Riverton Park Redevelopment and Rehabilitation project will support greater resident health and wellbeing, environmental sustainability, energy-efficiency, green energy production, community connectivity and walkability, youth development and education, entrepreneurialism, community services, accessibility, aging-in-place, and – last but certainly not least – affordability.

**\*\*Policy Guide: Housing\*\***

**3. Remove Housing Barriers**

- “Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as well as whether it allows for priority growth areas.” – Riverton Park currently contains multifamily rental apartments and associated services. The project proposes to modestly increase the overall number of rental units available to 182 units from 141, while also expanding services. The majority of these net new units and services will be in the area closest to the Forest Avenue corridor and the Forest/Riverside intersection, a priority growth node for evaluation in Portland’s Plan 2030.

**4. Promote Sustainability**

- “Encourage energy efficiency in new construction and rehabilitation of our housing stock.” – The rehabilitation will significantly improve the energy-efficiency of existing buildings through new and upgraded windows, doors, roofing, continuous exterior insulation, air sealing, and mechanical/heating equipment. The new multifamily building, Building 1, will be significantly more efficient than a code-built building and aims to achieve Passive House certification, the world’s leading standard in energy-efficient construction. The project will add rooftop solar photovoltaic (PV) panels to generate clean, renewable energy for the property. It will also include Electric Vehicle (EV) charging stations and low- or no-VOC materials.

**8. Support Age-Friendly Housing Options**

- “Create, promote, and facilitate safe, affordable, and practical housing solutions that will meet the evolving needs of Portland residents as they age.” – The project will create approximately 19 accessible units for persons with a physical disability. At least 2% of units will serve persons with a sight- or hearing-impairment. To facilitate aging in place, the new multifamily building will be elevatored and include a diversity of unit sizes, ranging from studios to three-bedroom units. Sitework will improve accessible routes throughout the site. Many resident services offered and community events at Riverton Park will be intergenerational and assist with aging-in-place. A full-time Resident Services Coordination (RSC) will also be available to assist older adults, including connecting them to local service providers as their needs evolve.

**9. Adapt Affordable Housing**

- “Assess the capacity of existing affordable housing developments, many of which were built over four decades ago, to adapt to current best practices by improving energy efficiency and physical and social connections to surrounding neighborhoods.” – The project will contribute to the physical revitalization of this deeply affordable multifamily community built in the early-70’s, which will significantly improve building energy-efficiency. The project will improve neighborhood connectivity to surrounding neighborhoods through the potential road extension of Pinewood Drive to Waldron Way. This will help reduce Riverton Park’s isolation caused by suburban-style cul-de-sacs in the short-term and, over the long-term, speculatively, help lay the foundation for potential street grid interventions.

- “Pursue new opportunities for increased energy efficiency, increased densities, mixed incomes, and greater connectivity to surrounding neighborhoods.” – The project will increase energy-efficiency of the community (see “4. Promote Sustainability” above). The project will increase residential densities of the community to approximately 183 units from 141 units currently. The project will turn Riverton Park into a mixed-income community by increasing the number of affordable homes to 165 units while also adding 17 market-rate units. The project will improve connectivity to surrounding neighborhoods through the potential road extension of Pinewood Drive to Waldron Way (see “9. Adapt Affordable Housing” above).

**\*\*Policy Guide: Economy\*\***

**2. Support Local Business Retention & Recruitment**

- “Pursue policies that create, nurture, and retain local businesses.” – A small neighborhood retail space is envisioned to encourage entrepreneurship among Riverton Park residents, offer additional services/amenities to this neighborhood, and/or incubate small local businesses.
- “Support job creation and business growth through public initiatives, and private, institutional, and regional partnerships.” – PHA will draw on our extensive community partnerships to promote economic opportunities and/or small business incubation for the Riverton Park community, using the Community Center and neighborhood retail space to further these goals.

**\*\*Policy Guide: Recreation & Open Space\*\***

**4. Ensure Equity**

- “Pursue opportunities, in collaboration with partners, to create new open spaces in areas that are currently underserved.” – The project will create a new community plaza, recreation field, playground space, and basketball court at Riverton Park. Our on-site resident service partners will also utilize these spaces, including the Boys & Girls Club, Opportunity Alliance and others.
- “Distribute community gardens, playgrounds, fields, public art, historic resources, and other program elements where the demand and need are greatest, and periodically assess demands and needs.” – The project proposes to create new community gardens, a new recreation field, a new community plaza, playground space, walking trails through forested areas, and upgrade the existing playground at Riverton Park.

**\*\*Future Land Use\*\***

**Priority Nodes & Corridors**

- “Priority nodes and corridors indicate areas that would be appropriate for new development to provide needed housing, businesses, and services proximate to transit, or areas that otherwise warrant some examination of potential for positive change in form and/or function.” – The project is located off of Forest Avenue, a Priority Corridor, and very close to the Forest Avenue/Riverside Drive intersection, a Priority Node. A METRO Transit Stop is located on Forest Avenue within 100 feet of the Riverton property.

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DESCRIPTION OF HOW HOUSING AND FACILITIES IN THE DEVELOPMENT WILL BE OPERATED AFTER COMPLETION  
 Portland Housing Authority (PHA) will continue to manage Riverton Park following completion. PHA operates over 1,000 affordable homes in the City. Thanks to this scale and over 75 years of management experience, PHA has the capacity and expertise to successfully operate Riverton Park as a LIHTC and voucher property, and ensure its long-term upkeep and maintenance as a source of quality, affordable homes for Portlanders. No uncorrected 8823's have ever been issued to PHA. PHA has received a variety of physical inspection scores across its diverse portfolio. For all recently developed and renovated properties, PHA has consistently scored above-average or excellent. For older public housing properties, many have received satisfactory scores, including Riverton Park, PHA invests resources into resolving issues immediately and aims to rehabilitate it's entire portfolio of public housing in the coming years. See exhibit “9 – Team Summary Description” for more information on PHA.

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DESCRIPTION OF PLANNED USES OF TAX INCREMENT REVENUES FROM THE DISTRICT (AHTIF PROJECTS ONLY)  
 This application requests the creation of an AHTIF District and a Credit Enhancement Agreement to convey 50% of the incremental taxable revenue for the entire property towards operating support for the project for a term of 30 years. This will reduce operating expenses to this affordable property and allow it to carry additional MaineHousing debt to finance the rehabilitation of 123 units, new construction of 59 units, and creation of a new Neighborhood Center. Without an AHTIF District, the Riverton Park Redevelopment & Rehabilitation project could not proceed.



**To:** Mary Davis, City of Portland  
**From:** Anne Boynton, Urban Ventures, Inc.  
**Re:** Riverton Park new construction and renovation; PHDC  
**Date:** September 15, 2023

Portland Housing Development Corporation (PHDC) requests a loan of \$1,500,000 and a 50% TIF for 20 years to support the proposed new construction and renovation of Portland Housing Authority’s Riverton Park site. In this multifaceted 182 unit redevelopment, four structures will be demolished to allow construction of a new multifamily building with 59 apartments, adding a net of 41 new dwelling units to the property. A new Neighborhood Center will also be built, providing purpose-built space for an expanded Greater Portland Health Center location, Boys and Girls Club programming space, a teen center, and multiple other service-oriented uses. A maintenance shop is also planned for the site. 123 existing residential units will be fully renovated, and site improvements will include improved accessibility features and new recreation facilities including playground, ball field, and outdoor gathering space.

The \$1.5 million loan request is \$8,242/affordable unit. The requested terms are 20 year, 6 years of zero interest, then 3% interest, with repayment from cashflow capped at \$75,000/year, with a balloon at year 20. PHDC requests repayment begin after retirement of PHDC’s developer fee loan (approximately 6 years after occupancy).

The \$1.5 million loan will be reduced after completion of construction by 25% of the construction savings and unspent contingency.

PHDC initially requested a 50% TIF for 30 years, which has a projected value of \$5,776,571. This is \$31,739 per affordable unit. The 30 year TIF does not meet the standard of “financial necessity.” After further conversation with PHDC, PHDC revised its request to a 50% TIF for 20 years, which has a projected value of \$3,459,752 which the City recommends. This is \$19,010 per affordable unit, and reserves for the City’s General Fund over \$2.3 million in revenue relative to a 30 year TIF. A 20 year TIF meets the standard of “financial necessity” because the 20 year term is necessary to secure the syndicator’s LIHTC commitment, with a TIF in place for the duration of the syndicator’s investment. A 20 year TIF covers a 2 year construction period, the 15 year compliance period, and 3 years to unwind the tax credit partnership.

## Sources and Uses

Sources:		Uses:	
Maine State 1 <sup>st</sup> Mortgage	\$44,358,738	Building 1 New Construction	20,275,264
City of Portland	\$1,500,000	Residential Renovation	24,812,587
LIHTC Net Equity	\$38,263,655	Neighborhood & Maint. Buildings	7,143,540
Deferred Developer Fee (PHDC)	\$3,000,000	Site Work	5,809,252
Seller Note (PHA)	\$28,450,000	Soft Costs:	11,108,717
Interim Operating Income	\$1,300,000	Acquisition	29,250,000
		Reserves:	3,150,500



Hard & Soft Cost Contingency	10,322,533
Developer Fee:	<u>\$5,000,000</u>

Total Sources:	\$116,872,393	Total Uses:	\$116,872,393
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PHDC has submitted applications to Maine Housing for permanent mortgage, construction financing and 4% (non-competitive) LIHTC allocation.

PHDC has secured a letter of understanding from WNC & Associates at \$.885/LIHTC and \$1.00/Energy Credits (solar). This is document details the business terms and is much stronger than a letter of interest. WNC’s estimated LIHTC equity amount is higher than included in the City budget projections by \$570,579 because WNC underwrote eligible basis more aggressively, generating higher projected return to the project. This underwriting memo uses the more conservative estimate of eligible basis, however, if the additional basis is available, those additional tax credit proceeds will reduce the need for construction contingency, 25% of which will be used to reduce the City loan.

Deferred developer fee loan of \$3 million enhances the LIHTC award (and is projected to be repaid to PHDC over the 1<sup>st</sup> 6 years of operations.)

The Seller Note is for the value of the buildings only, and will be finally determined by an appraisal of the improvements. The sales price of the buildings (which makes up \$156,319 of the total development cost per unit) is an important part of generating LIHTC basis in this 4% project, making up 27% of the eligible LIHTC basis. PHA plans to retain ownership of the land. PHA has submitted a cost analysis projecting just over \$2 million in net operating income will be available during the development period, which they have discounted by 35% for uncertainty regarding the phasing of construction and pace of rent up.

For analysis of “Uses,” see Development Budget.

### Development Budget

On the face of it, the total development cost per unit looks too high, at \$642,156 per unit. However, that includes the cost of extensive community services space and PHDC/PHA maintenance building. The direct construction expense for the ancillary interior community service spaces is \$59,148/unit and the cost for site work costs (which includes significant exterior community amenities) is \$31,919/unit. The acquisition price adds an average of \$156,319 per unit. The acquisition cost, as noted above, increases the LIHTC award and, ultimately, is capped by the appraised value. Taking those “extraordinary” costs into account, the cost per unit is similar to other applicants in this round.

### Construction Costs:

Construction costs are based on a construction estimate by Zachau Construction dated 4/4/23. This estimate includes provision for prevailing wage labor costs. The April estimate has been adjusted for a change in HVAC systems, and a plug figure is being used for the maintenance workshop, which is being redesigned and speced to fit the budget cap.

Green: The new residential building will be built to Passive House standards and include hybrid VRF HVAC for each living room in residential units. Rooftop solar is included, with about half the total cost covered by green energy tax credits. The townhouses will be renovated in compliance with City’s Green Code requirements, and will not include AC). The Neighborhood Center will also be built to City Code

(no additional green certifications), and will include AC provided by energy efficient VRF heat pump system which will allow the Center to function as a cooling station for townhouse residents in the event of heat emergencies.

The rehabilitation scope for the townhouses includes upgrade building envelopes and insulation; replace roofs and windows; replace old boilers and install new ventilation system; create new accessible units; improve sitework and handicap ramps; renovate unit interiors with new finishes, flooring, fixtures, cabinets and paint; convert all gas ranges to electric; install new energy-efficient and water-efficient fixtures; and replace front stoops and add rear stoops.

Site work improvements include new curbs & sidewalks to improve pedestrian and bicycle infrastructure and improve accessibility for persons with disabilities; repave parking lots; improve water drainage away from buildings; add community gardens; and improve site lighting. Outdoor community spaces include a new recreational field and playground, rehabilitation of the existing basketball court and an outdoor plaza with a performance stage and seating area.

A Phase I has been conducted, which recommended additional follow up for lead paint and asbestos. Both follow up studies have been conducted. The asbestos report found asbestos containing floor tiles, joint compound, mastic and ceiling texture in some areas. PHDC reports that all recommended abatement procedures are incorporated into the scope of work. A lead screening was also conducted which found no lead based paint.

#### **Soft Costs:**

Total soft costs are reasonable at \$61,367 per unit. Developer fee of \$5 million is a high total dollar amount, but only 4.6% of Total Development Cost, excluding reserves and developer fee. This is a highly complex project which has required more intensive staffing over a longer period than a typical development (in predevelopment since 2018), so the total dollar figure is not unreasonable, and generates basis for the LIHTC award.

A satisfactory relocation plan and budget has been submitted for this project. Each existing tenant will need to be relocated, and most will need to be relocated twice. Off site relocation will be needed for an estimated 18 households, while an estimated 94 households will relocate within the site as construction progresses. PHA will staff the relocation management process with their Resident Transition Specialist/Relocation Coordinator, and \$60,000 in salary expense is built into the relocation budget.

#### **Contingency:**

The developer hard cost contingency, contractor contingency and contractor cost escalators are quite high at 17.7% of hard costs. Minimum industry standard (and typical, prior to pandemic) is 5% for new construction and 10% for renovation. Considering that 47% of construction hard costs are renovation (and typically budgeted a 10% contingency) while 53% of hard costs are new construction (typically budgeted a 5% contingency), the pre-pandemic "industry standard" would be 7.5% (rounding up) or \$4,350,000, not the \$10,262,533 currently budgeted. However, given the continued uncertainty of price escalation and supply chain difficulties, this is a good time for additional contingency, especially on the renovation which is extensive but not "down to the studs" gut rehab. The City has requested, and PHDC has agreed, that 25% of any construction cost savings be used to reduce the City loan.

The soft cost total includes a soft cost contingency of \$60,000, less than 1% of soft costs and far too slender for this complex project at this stage of development. This risk is mitigated by PHDC's substantial available resources to cover unexpected costs, see Developer Financial Analysis below.

### **Acquisition:**

The public has an interest in insuring that publicly funded projects purchase the property for no more than the market value. This review is especially important in cases like this one where the seller plays multiple roles in the transaction, where PHA controlled entities are both the seller and the buyer. PHA proposes to retain ownership of the land, selling the only the improvements to PHDC. The final acquisition price will be determined by an appraisal closer to closing. An appraisal from February 2022 generally supports the price range currently projected. An acceptable appraisal, separating land from building value, which supports the acquisition price is a recommended condition of closing.

## **Operating Budget & 20 Year Cashflow Projection**

### **Project Income:**

There will be a total of 182 residential units in this mixed income development. Eighteen units will serve households at up to 80% AMI (10% of units). Six of the 80% units will be in the new building, while 12 will be in the renovated townhouses, offering affordable rental units for moderate income larger households needing 2 – 5 bedrooms. Thirty-four units will be affordable to residents at 60% AMI (19% of units). Project Based Vouchers will support 130 units, affordable to households up to 50% AMI.

Rents for the 60% units (LIHTC without additional operating subsidy) are budgeted at the maximum allowable LIHTC rate for each unit type. The rents for the 80% units are adjusted to market conditions, all below the maximum "affordable" calculation for households at 80% AMI. The larger units (2+ bedrooms) also have projected rents under the Fair Market Rent for their unit type. (Note that rents set below LIHTC maximums makes TIF sizing difficult, and is not intended to set underwriting precedent, as described in the recommendations.)

A market study has not been submitted for this development; review of a satisfactory market study to justify the projected 80% rents is a recommended condition of closing. Portland Housing Authority's experience in the Portland market amply demonstrates the need, and effective demand, for the 50% and 60% affordable units. Portland Housing Authority has a waiting list of 1,020 households for their roughly 1,000 Portland area units, and an occupancy rate of 98%. However, given the absence of a market study to support demand for the 80% AMI units in this location, I have underwritten the 80% units with a 7.5% vacancy rate

### **Operating Expense**

The per unit operating expense of \$10,610 is high by industry standards. However, this includes almost all utilities (tenants pay plug electric only) and reflects the full tax bill (\$1,868/unit). The supportive services budget is large at \$147,250 but appropriate for the high need, extremely low income and very low income households. The budget includes a full time Resident Services Coordinator, extensive education programming for children, teens and adults, and a community policing station. Utilities look high at \$2,352 per unit but that includes 123 townhouse units, with up to 6 bedrooms, plus 18,804 square feet of service space. Given the very large units and the community service space included in the

utility cost, per unit cost is not as relevant as cost/square foot. The utility cost is \$2.46 per square foot of conditioned space per year, which is reasonable given the construction types. The maintenance budget of \$2,106 per unit per year is reasonable, especially considering so many of these are LARGE family units, plus extensive community service space. This property will sustain substantial wear and tear. Despite the high “list price” per unit, the operating costs considered as a whole are reasonable given the needs of the project.

### **30 Year Cashflow & Debt Service Coverage Ratio (DSCR)**

Debt service coverage ratio measures the operating margin of a project. After paying all projected operating expenses, by how much does net operating income exceed mandatory mortgage payments? A DSCR of 1.00 would exactly cover the mortgage lenders required payments. A DSCR of 1.15 means net operating income exceeds required mortgage payments by 15%. Maine Housing’s minimum required year 1 DSCR is 1.15. Commercial lenders typically require 1.2 or even higher, if they have doubts about the projected income stream or expenses. A project with a significant base of Project Based Vouchers might have even lower DSCR requirements, as Project Based Vouchers are generally seen as a more secure revenue stream than rental income from low income residents. DSCR is a core tool for mortgage underwriting to insure there is operating margin to meet unexpected circumstances (while still meeting the mortgage payment)

A TIF supports a project over time by returning real estate taxes to the owner, which improves the net operating income, increasing the DSCR and providing both the lender and the owner margin for potential unforeseen circumstances.

The critical question for TIF sizing is, “How much margin is “Financially Necessary?” which is the statutory language for TIF approval.

Using industry standard 2% and 3% inflators:

**With TIF as originally requested (50%, 30 year, projected value \$5,776,571):** The cashflow projections show a 1.15 debt service coverage ratio in the first full year of operations. By year 21, the DSCR is a very comfortable 1.49, and continues climbing to 1.67 at the end of year 30, an *annual* cashflow of over \$1.89 million.

**With the TIF as recommended (50%, 20 year, projected value \$3,459,752):** Taking into account the 2 year construction period, cashflow is 1.15 in year one of operations and identical to the requested TIF until the end of year 18. Then in year 19, cashflow makes a single modest downward adjustment when the TIF ends -- from 1.46 in year 18 to a still high 1.41 in year 19. Thereafter, cashflow again climbs steadily. Even without the TIF, by year 30 the *annual* cashflow is over \$1.6 million. This meets the definition of “Financial Necessity” as it provides sufficient operating support to meet the cashflow expectations of the syndicator and the first mortgage lender

### **Developer Financials**

Portland Housing Authority has submitted audits for FY 2020, 2021 and 2022. The audits include primary (consolidated) entities, which include PHDC, and also reports on “Discrete Component Entities” projects controlled by PHA but reflected separately in the audit. Their fiscal year ends 6/30.

For PHA (consolidated entities), 2022 was a very strong year operationally. Their audit as of 6/30/22 shows strong financial health, with current assets of \$33.8 million and current liabilities of \$2.8 mill, for a very strong current ratio of 12. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 4.6. Net position is quite strong at \$22.3 million. PHA operating revenue was up 2.65% while core operating expenses (admin, maintenance, utilities) were reduced. Perhaps not surprising for the time period (7/21-6/22) tenant services expense ballooned 43%.

“Discrete Component Entities” (Bayside Anchor, 58 Boyd, and Washington Gardens) adds substantial additional net position to the already very strong financial picture. The combined net position of the “Discrete Component Entities” is \$11.2 million, bringing the total combined net position to almost \$33.5 million.

In 2022, revenue grew by \$1,704,489 (3.99% over '21), while expenses grew by \$1,679,217 (4.16% over '21). In the rapidly rising cost environment of FY22, that's evidence of good cost containment.

Managements income/expense report May 31, 2023 (unaudited) suggest another strong year for PHA, with income above budget by 5% YTD and expenses below budget by 3% YTD for net operating income of \$3,102,273 YTD (prior to cashflow adjustments).

Impact of pandemic: Consistent with the strong financial report, PHDC reports that the pandemic has not led to significant declines in rent revenue for PHA or PHDC. The unwinding of pandemic supports to residents caused an uptick in delinquencies and evictions at the end of the eviction moratorium, but operating conditions have since normalized.

Overall, PHA has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected set backs and/or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the thin soft cost contingency.

## Recommendations :

The developer must at minimum meet three primary criteria for an AHTIF approval:

1. Community Need: “...site specific AHTIF designations must address an identified community need.”

PHDC proposes to redevelop an underinvested site, deeply renovating and creating a total of 182 units of housing for households at 50-80% AM. Affordable housing is identified as a community need in Portland's Plan 2030 and the City Council's 2020 Common Goals

2. Financial Necessity: “The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed.”

The financial projections demonstrate that a TIF will be necessary for the project to proceed. The TIF functions to support the cashflow of the project and demonstrates a cashflow cushion to the mortgage lender to meet the lender's underwriting standards, in this case Maine Housing's requirement of 1.15 DSCR. A 50% TIF for 20 years comfortably meets the financial need of the project. Relative to a 50% TIF for 30 years, the 20 year TIF reserves for the City's General Fund over

\$2.3 million in tax revenue which the project does not need to meet either the syndicator or Maine Housing's underwriting standards. While a TIF is demonstrably necessary in the early years of the project, a TIF is not needed after year 20.

3. Financial Capacity: "The applicant must demonstrate financial capacity to support their project."

PHA and PHDC have demonstrated the financial capacity to support their project through their strong organizational financials (see Developer Financials above) and letter of understanding from their selected syndicator with good pricing, demonstrating the syndicators strong positive evaluation of the project.

This is an appropriate redevelopment, making good use of a complicated site by a developer with the development experience and financial resources to make the project successful.

I recommend a loan in the amount of no more than \$1,500,000, with a 30 year term, 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year. Payment in waterfall prior to PHA Seller Note.

I also recommend a 50% TIF for 20 years.

Both loan and TIF recommendations with the following conditions:

Prior to loan closing and TIF finalization, satisfactory review of:

1. Appraisal supporting building price, which separates land value;
2. Market Study to demonstrate demand for 80% AMI units at projected rents;
3. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Because of the extraordinary construction contingency, estimating adjustors, and cost escalators, and the possibility of additional LIHTC credits, I recommend that 25% of any actual construction cost savings and unused construction contingency reduce the City loan.

The TIF sizing for this project is based on rental income projections below the maximum amount PHDC could charge for the 80% units. Generically, projecting rents below LIHTC maximums makes TIF sizing difficult, since the owner could increase rents and then no longer need a TIF as large as was approved. At what rent levels to underwrite a TIF request is an important underwriting criteria for the City to develop and use consistently, both for fairness to project developers and to protect the public interest in sizing the TIF subsidy to meet the statutory standards. I recommend this TIF with some units at less than LIHTC maximum rents with the explicit intention that this does not set precedent for future underwriting, and that a policy be developed before the next funding cycle.

**Project Completion Schedule**

Activity	Actual/Scheduled Date Month/Year
A. SITE	
Option/Contract	09/10/19
Site Acquisition	04/01/24
Zoning Approval	06/06/22
Site Analysis	06/01/22
B. FINANCING	
Construction Loan Commitment	12/01/23
Permanent Loan Commitment	12/01/23
Other Sources Committed	10/01/23
C. PLANS AND SPECIFICATIONS	
50%	03/01/23
90%	09/01/23
100%	01/15/24
D. CONSTRUCTION LOAN CLOSING	04/01/24
E. CONSTRUCTION START	04/15/24
F. COMPLETION OF CONSTRUCTION	09/15/26
G. LEASE-UP	
Initial Lease-up	09/15/26
Sustained (95%) Occupancy	12/31/26

Please account for application processing - approximately 60 days from the application due date.

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$589,897  
FROM THE HOME INVESTMENT PARTNERSHIP PROGRAM  
TO RIVERTON PARK, LP**

**ORDERED**, that \$589,897 from the HOME Investment Partnership Program is hereby appropriated to Riverton Park LP for development costs for the project at Riverton Park; and

**BE IT FURTHER ORDERED**, the City Manager or designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the grant, and otherwise carry out the intent of this order.

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Victoria Volent, Housing Program Manager  
**DATE:** September 28, 2023  
**SUBJECT:** Order 58-23/24 Appropriating \$910,103 in Housing Trust Fund to Portland Housing Development Corporation RE: Riverton Park- Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair  
**SPONSOR:** Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair.

The Housing and Economic Development Committee met on September 19, 2023 and voted (3-0) to forward this item to the City Council with a recommendation for passage.

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

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading 10/16/2023**

**Final Action 11/6/2023**

**Can action be taken at a later date: No**

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

**PRESENTATION:** Mary Davis, Acting Housing & Community Development Division Director will be available for questions.

**I. SUMMARY**

Portland Housing Development Corporation is requesting \$910,103 in funding from the Jill C. Duson Housing Trust Fund with a 30-year term, 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

**II. AGENDA DESCRIPTION**

During a meeting held on September 19, 2023, the Housing and Economic Development Committee voted (3-0) to forward this item to the City Council with a recommendation for passage.

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low-income households at Riverton Park. PHDC is requesting a loan in the amount of \$910,103 in funding from the Jill C. Duson Housing Trust Fund with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

The Riverton Park Redevelopment and Rehabilitation project (182 units in total) would include 130 units at 50% AMI (i.e. \$47,350 for two people), 25 units at 60% AMI (i.e. \$56,800 for two people), 16 units at 80% AMI (i.e. \$75,700 for two people), and 11 market rate units. The total bedroom count is; 8 studio, 13 one-bedroom, 36 two-bedroom, 69 three-bedroom, 30 four-bedroom, 20 five-bedroom, and 6 six-bedroom apartments.

Rehabilitation includes the demolition of the existing administrative building and the redevelopment of a larger Neighborhood Center to provide space for the Boys & Girls Club, Portland Housing Study Center, and a Teen

Center.

PHDC is also requesting additional financial assistance in the form of \$589,897 in HOME funding, and Affordable Housing Tax Increment Financing (AHTIF). The AHTIF request is being considered in the items below.

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

### **III. BACKGROUND**

Portland Housing Development Corporation is proposing the rehabilitation of 21 residential buildings with approximately 123 two-story residential townhomes, and the construction of a four-story elevator-assisted building with 59 rental units for low income households at Riverton Park.

The Riverton Park Redevelopment and Rehabilitation project (182 units in total) would include 130 units at 50% AMI (i.e. \$47,350 for two people), 25 units at 60% AMI (i.e. \$56,800 for two people), 16 units at 80% AMI (i.e. \$66,250 for two people), and 11 market rate units. The total bedroom count is; 8 studio, 13 one-bedroom, 36 two-bedroom, 69 three-bedroom, 30 four-bedroom, 20 five-bedroom, and 6 six-bedroom apartments. Rehabilitation includes the demolition of the existing administrative building and the redevelopment of a larger Neighborhood Center to provide space for the Boys & Girls Club, Portland Housing Study Center, and a Teen Center. The Neighborhood Center would include a multipurpose recreational gymnasium, community kitchen, food & clothing pantry, conference room, residents service coordination office, and community policing liaison office. A new maintenance building would also be included in the redevelopment project. The project proposes to create new community gardens, a new recreation field, a new community plaza, playground space, walking trails through forested areas, and upgrade the existing playground at Riverton Park. The four-story building would meet or exceed Portland's Green Building Ordinance through Passive House building standards.

This project is seeking permanent mortgage, construction financing and a 4% Low Income Housing Tax Credit and tax-exempt debt with Maine Housing.

The applicant received Planning Board approval during their May 23, 2023 public hearing.

Staff is recommending approval by the City Council of the Housing and Economic Development Committee's recommendation of funding in the amount of up to \$910,103 from the Jill C. Duson Housing Trust Fund with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

### **IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

Increase access to rental units that are safe, affordable, and accessible for working and low-income households.

### **V. FINANCIAL IMPACT**

The recommendation for funding is for the amount of up to \$910,103 in funding from the Jill C. Duson Housing Trust Fund with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

### **VI. STAFF ANALYSIS AND BACKGROUND**

According to Portland's Comprehensive Plan 2030, while Portland has welcomed much needed new housing construction in recent years, both the lack of sufficient housing supply and the affordability of that housing for a healthy socioeconomic cross-section of the population remain urgent challenges.

The City of Portland is actively engaged in efforts to encourage housing preservation and creation for all

income levels and household sizes city-wide, both through policy initiatives and through public/nonprofit partnerships with agencies such as Portland Housing Authority, Community Housing of Maine, Avesta Housing, Preble Street, Shalom House, and the Maine Affordable Housing Coalition.

The Comprehensive Plan has set the following goals:

Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.

Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods.

Pursue policies to enable people who work in Portland to have the option to live in Portland.

Adopt sustainable land use and transportation policies that support connectivity, walkable neighborhoods, and multi-model transportation.

## **VII. RECOMMENDATION**

Staff is recommending approval by the City Council of the Housing and Economic Development Committee's recommendation of funding in the amount of up to \$910,103 from the Jill C. Duson Housing Trust Fund with a term of thirty (30) years at 3% interest, interest accrual and payment deferred for 6 years, then payable out of cashflow capped at \$75,000/year.

## **VIII. LIST ATTACHMENTS**

1. Appropriating Housing Trust Funds to Portland Housing Development Corporation for Riverton Park  
10.16.2023

Prepared by:

Victoria Volent, Housing Program Manager

Date: 09/28/2023

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$910,103  
FROM THE JILL C. DUSON HOUSING TRUST FUND  
TO RIVERTON PARK LP**

**ORDERED**, that \$910,103 from the Jill C. Duson Housing Trust Fund is hereby appropriated to Riverton Park LP for development costs for the project at Riverton Park; and

**BE IT FURTHER ORDERED**, the City Manager or designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the grant, and otherwise carry out the intent of this order.

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Mary Davis, Division Director  
**DATE:** September 29, 2023  
**SUBJECT:** Order 59-23/24 Accepting and Appropriating a \$100,000 Grant from The Glickman Foundation - Sponsored by Danielle P. West, City Manager  
**SPONSOR:** Mayor Kate Snyder  
**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading 10/16/2023**

**Final Action 11/6/2023**

**Can action be taken at a later date: Yes**

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

**PRESENTATION:** Mary Davis, Interim Housing and Economic Development Director, 3 Minutes

**I. SUMMARY**

The Glickman Foundation is aware of the success of the City's Natural Helper program and would like to support that program with this \$100,000 grant.

**II. AGENDA DESCRIPTION**

This item would accept and appropriate a \$100,000 grant from The Glickman Foundation in support of the expansion of the Natural Helpers Program, administered by the City's Office of Economic Opportunity (OEO).

Specifically, this grant award will fund the Program's expansion from a four-day training to a four-month fellowship, covering costs related to operations, continued education, and cohort networking/events.

The Natural Helpers Program is based on national best practices designed to improve the inclusivity of government services and programs. It relies heavily on a partnership between the City and community leaders to help connect minority communities to resources in order to achieve a working, sustainable lifestyle in Portland.

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

**III. BACKGROUND**

There have been two successful cohorts of the Natural Helpers Program administered by the City's Office of Economic Opportunity, and this grant funding will assist in a new cohort and program during 2023/2024.

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

The intended result is to continue the Natural Helpers Program in 2023/2024.

**V. FINANCIAL IMPACT**

There is no financial impact for this item.

**VI. STAFF ANALYSIS AND BACKGROUND**

Staff concurs to accept and appropriate this grant for the Natural Helpers Program.

**VII. RECOMMENDATION**

Staff recommends the City Council accept and appropriate this \$100,000 grant from The Glickman Foundation in support of the Natural Helpers Program.

**VIII. LIST ATTACHMENTS**

1. Scope of Updated NH Program Beginning FY2024
2. Order Appropriating a \$100,000 Glickman Foundation Grant for Natural Helpers Program  
10.16.20232023

Prepared by:

Mary Davis, Division Director

Date: 09/29/2023



**October 3, 2023**

**Glickman Foundation Grant of \$100,000 for the Natural Helpers Program**

**Re: Scope of Updated Natural Helpers Program Beginning FY2024**

**From: Melissa Hue, Director/Office of Economic Opportunity**

The Glickman Foundation funds will be used for the expansion of the Natural Helpers program. Natural Helpers began as a 4-day training program and will expand to a 4-month fellowship which includes: operational, continuing education, and cohort networking/ events cost.

**The following is a program overview of how the funds will be used:**

The Natural Helper Training Fellowship Program will use a cohort model so that Natural Helpers can strengthen community relationships, self-develop, and network with each other and other organizations in the City. A new cohort for the fellowship program will be recruited each Fall, and the training session will begin each Winter through Spring.

- The Natural Helpers Program consists of:
  - 8 full day sessions
  - 4 volunteer hours
  - Stipend per person
  - Continuing education
  - At least one extracurricular activity
  - 16 meals
  - Each participant spends at minimum 57 hours in the program. This does not include extracurriculars they choose to take on or PPC mentorship.
  - Transportation & Childcare stipends
  - General operational cost
  
- Natural Helpers takes place across five locations
- Involves 25 community partners (paid and unpaid)
  - 18 CBO's, 2 Government agencies (not including the city itself), 5 private businesses
- Portland - the largest and most racially, ethnically, and linguistically diverse city in Maine
- **Aims to reach 192 people through the impact 5, teach 10 model**
- The Natural Helpers cohort is made up of under-represented community leaders from various protected classes

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER ACCEPTING AND APPROPRIATING A \$100,000  
GLICKMAN FOUNDATION GRANT FOR THE NATURAL HELPERS PROGRAM**

**ORDERED**, that a \$100,000 Glickman Foundation Grant is hereby accepted and that amount appropriated to support the Natural Helpers program; and

**BE IT FURTHER ORDERED**, that the City Manager or designee is hereby authorized to execute the Grant Agreement and whatever other documents are necessary to effect the intent and purpose of this order.

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:** Troy Moon, Sustainability Coordinator  
**DATE:** October 3, 2023  
**SUBJECT:** Order 60-23/24 Accepting and Appropriating a \$45,200 grant from the Governor's Office for Policy, Innovation, and the Future - Sponsored by Danielle P. West, City Manager  
**SPONSOR:** Danielle 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 10/16/2023**

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

**Does this item involve a new contract with the City: .**

**PRESENTATION:** Sustainability Director Troy Moon will be present to answer any questions from the Council

**I. SUMMARY**

Accepting a grant for \$45,200 from the Governor's Office for Policy, Innovation, and the Future.

**II. AGENDA DESCRIPTION**

If approved, this order would accept and appropriate grant funding in support of the City of Portland Electrify Everything! Program, scheduled to launch in early 2024.

The upcoming iteration of Electrify Everything! will promote building electrification and energy efficiency. These grant funds will support the development of written and video educational materials in seven different languages.

In addition, it will also support the City of Portland's Energy Benchmarking Program, which requires certain property owners to track their monthly energy and water use. Funds will be used to provide up to 50 eligible building owners with access to Clearly Energy's BEAM Building Optimizer Toolkit, which will provide customized recommendations for efficiency projects based on their building data.

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

**III. BACKGROUND**

The grant application (in the packet) provides a full description of the proposed activities.

**IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

Help businesses and community members reduce energy costs and greenhouse gas emissions in line with the City's climate goals.

**V. FINANCIAL IMPACT**

**VI. STAFF ANALYSIS AND BACKGROUND**

Staff Analysis that will not appear in the Agenda Description.

## **VII. RECOMMENDATION**

Staff recommends accepting and appropriating the funds.

## **VIII. LIST ATTACHMENTS**

1. Order Appropriating a \$45,200 Governor's Grant for Electrify Everything 10.16.2023
2. Award Letter
3. GOPIF\_CRP\_Grant\_Application\_Portland\_July\_2023.signed (1)

Prepared by:

Troy Moon, Sustainability Coordinator

Date: 10/03/2023

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

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**ORDER ACCEPTING AND APPROPRIATING A \$42,500  
GOVERNOR'S OFFICE FOR POLICY, INNOVATION AND THE FUTURE GRANT  
FOR ELECTRIFY EVERYTHING!**

**ORDERED**, that a \$42,500 Governor's Office for Policy, Innovation, and the Future Grant is hereby accepted and that amount appropriated to support the Electrify Everything! Building Electrification and Energy Efficiency Campaign; and

**BE IT FURTHER ORDERED**, that the City Manager or designee is hereby authorized to execute the Grant Agreement and whatever other documents are necessary to effect the intent and purpose of this order.



STATE OF MAINE
GOVERNOR'S OFFICE OF POLICY
INNOVATION AND THE FUTURE

Janet T. Mills
Governor

Hannah Pingree
Director

AWARD CONFIRMATION

October 2, 2023

Troy Moon
City of Portland
389 Congress Street
Portland, Maine 04101

RFA#202305100: Award confirmation for Community Resilience Partnership Community Action Grant

Dear Mr. Moon,

This letter is in regard to the Request for Applications (RFA) issued by the State of Maine Governor's Office of Policy Innovation and the Future (GOPIF) for the Community Resilience Partnership Community Action Grant. The Department is pleased to confirm your award in the amount of \$42,500.00.

To accept this award and indicate your organization's good faith intention to satisfy the roles, deliverables, timelines, and outcomes set forth in the scope of work, sign below and return to GOPIF.

The grant performance period is October 26, 2023 to October 25, 2025. Quarterly reports are due 15 days after the close of the preceding quarter (Quarters: 1/1-3/31; 4/1-6/30; 7/1-9/30; 10/1-12/31). A final report is due 30 days after the end of the grant period. The State of Maine reserves the right to reclaim any or all of the grant award in the event that the Department deems a good faith effort has not been made by the awardee.

Attached to this letter you will find copies of the RFA and your application, and a quarterly reporting template. Ashley Krulik is the point of contact for your grant and can be contacted by phone at (207)-816-2717 or via email at ashley.krulik@maine.gov. Thank you again for your interest in doing business with the State of Maine.

Sincerely,
[Handwritten signature]

Hannah Pingree
Director, Governor's Office of Policy Innovation and the Future

To confirm acceptance of this grant award and commit to the roles, deliverables, timeline, and outcomes in your attached scope of work, please sign, date, and return to Brian Ambrette at GOPIF. Thank you.

Authorized Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

**State of Maine**  
**Governor's Office of Policy Innovation and the Future**  
**APPLICATION COVER PAGE**  
**RFA# 202305100**  
**Community Resilience Partnership Community Action Grant**

<b>Applicant's Organization Name:</b>		City of Portland	
<b>Chief Executive - Name/Title:</b>		Danielle West, City Manager	
<b>Tel:</b>	207-874-8689	<b>E-mail:</b>	dwest@portlandmaine.gov
<b>Headquarters Street Address:</b>		389 Congress Street	
<b>Headquarters City/State/Zip:</b>		Portland, ME 04101	
<i>(Provide information requested below if different from above)</i>			
<b>Lead Point of Contact for Application - Name/Title:</b>		Troy Moon	
<b>Tel:</b>	207-756-8362	<b>E-mail:</b>	tthm@portlandmaine.gov
<b>Headquarters Street Address:</b>		389 Congress Street	
<b>Headquarters City/State/Zip:</b>		Portland, ME 04101	

- This Application and the pricing structure contained herein will remain firm for a period of one hundred eighty (180) days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Applicant's Application.
- No attempt has been made, or will be made, by the Applicant to induce any other person or firm to submit or not to submit an Application.
- The above-named organization is the legal entity entering into the resulting contract with the Department should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed application, both programmatic and financial, is complete and accurate at the time of submission.*

<b>Name (Print):</b> Danielle West	<b>Title:</b> City Manager
<b>Authorized Signature:</b> <i>Danielle P. West</i>	<b>Date:</b> 7/6/23 15:45 EDT

**State of Maine**  
**Department of Governor’s Office of Policy Innovation and the Future**  
**DEBARMENT, PERFORMANCE, & NON-COLLUSION CERTIFICATION**  
**RFA# 202305100**

**Community Resilience Partnership Community Action Grant**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
  - ii. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
- c. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
- d. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default.*
- e. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

**Failure to provide this certification will result in the disqualification of the Applicant’s Application.**

<b>Name (Print):</b> <b>Danielle West</b>	<b>Title:</b> <b>City Manager</b>
<b>Authorized Signature:</b> <i>Danielle P. West</i>	<b>Date:</b> 7/6/23 15:45 EDT

**State of Maine**  
**Governor's Office of Policy Innovation and the Future**  
**APPLICATION FORM**  
**RFA# 202305100**  
**Community Resilience Partnership Community Action Grant**

In responding to each Criteria below, Applicants should refer to the information provided in the corresponding areas of the Activities and Requirements section in the RFA. Applicants must use this application to respond to all desired information outlined here and in the RFA.

**Criteria 1: Eligibility and Applicant Information**

<b>Applicant's Organization Name:</b>	<b>City of Portland</b>					
<b>Applicant's Organization is a:</b>	<input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Government <input type="checkbox"/> Township, plantation, or unorganized territory <input type="checkbox"/> Service provider organization <input type="checkbox"/> This is a joint application for a Group of Communities (if applicable).					
<b>Is applicant(s) currently enrolled in the Community Resilience Partnership?</b>	<input checked="" type="checkbox"/> yes    or <input type="checkbox"/> enrolling simultaneously					
<b>In partnership with:</b> <i>Letters of Support must be provided with Application.</i>	<table border="1" style="width: 100%;"> <tr style="background-color: #e1eef6;"><td>List Partners (if any)</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>	List Partners (if any)				
List Partners (if any)						

**Criteria 2: Previous Community Action Grant status**

<b>Is this the community's first application to the Community Action Grant?</b>	<input type="checkbox"/> <b>yes</b> or <input checked="" type="checkbox"/> <b>no</b> (If yes, skip the rest of this section.)
<b>Does your community currently have an active Community Action Grant?</b>	<input checked="" type="checkbox"/> <b>yes</b> , from: <input type="checkbox"/> Spring 2022 <input checked="" type="checkbox"/> Fall 2022 or <input type="checkbox"/> <b>no</b> (If no, skip the rest of this section.)

<b>Has an extension ever been requested for the active grant?</b>	<input type="checkbox"/> yes or <input checked="" type="checkbox"/> no
<b>If this grant application is successful, what specific steps will the community take to ensure both grants are completed on-time?</b>	The grant period for our Sustainable Neighborhoods program will be wrapping up shortly after the grant period for this round begins. The Sustainable Neighborhood program will continue after the grant period and we will leverage the community relationships we've built to promote the energy efficiency campaign. So – the existing grant and the new grant complement each other.

**Criteria 3: Community Characteristics**

Complete the table describing the characteristics of the community. See the RFA document (Section H-2 of Activities and Requirements) for information and instructions for completing this table. If this is a multi-community application, use the additional rows for each of the communities in the Group.

<b>Community Name</b>	<b>Community Type</b> (Municipality, Tribal Government, Plantation, Township, or Unorganized territory)	<b>Region</b> (1, 2, 3, 4)	<b>Population</b>	<b>Social Vulnerability</b> (low, medium, high)
City of Portland	Municipality	1	68,000	Medium

**Criteria 4: Maine Won't Wait Strategy and Action(s)**

<b>Project Title</b>
Electrify Everything! Building Electrification & Efficiency Outreach Campaign

<b>For no-match grants, which Maine Won't Wait strategy <u>and</u> action(s) does the project seek to implement?</b>
--

*For grants to support other community-defined climate priorities, applicants must describe the project and how it meets the goals of Maine Won't Wait and complete the cost-share table in the budget worksheet below.*

H2: Create a climate change education, outreach, and engagement program focusing on mitigation and adaptation for residents and businesses.

H5: Engage populations that are vulnerable to climate impacts in resilience, clean energy, and GHG emissions reductions.

H6: Create and support an energy reduction campaign or challenge among businesses.

## **Criteria 5: Scope of Work**

### **Project Description**

*Describe the proposed project, including the specific tasks and deliverables, roles and responsibilities, and expected outcomes.*

The Electrify Everything! education campaign will connect residents and commercial building owners with resources that can be used to improve energy efficiency, electrify, and weatherize buildings in Portland which currently account for more than 60% of the city's greenhouse gas emissions. Outreach to low income and marginalized communities will be a priority with program materials translated into the six most commonly spoken languages other than English and City funded energy efficiency incentives for low and moderate-income residents.

We will build on our successful Electrify Everything! model to match participants with technical information, rebates, and financing from program partners (including Efficiency Maine) as well as information about Federal tax deductions for home electrification. We will use \$75,000 appropriated by the Portland City Council to provide low and middle income residents with rebates for items such as induction cooktops to replace gas stoves, energy conservation tools such as clothes drying racks, and "do it yourself" weatherization kits. To ensure our programs reach underserved members of the community including low-income residents, BIPOC, and immigrants we will translate program materials into Spanish, Portuguese, Vietnamese, Arabic, Somali, and French. We will use paid advertising in publications read by the immigrant community, and work with local organizations that support immigrant communities to share information about our program with their constituents.

This campaign has three components

1. Updating community-wide greenhouse gas inventory to provide the community with current information about greenhouse gas emissions in Portland
2. Outreach to residents
3. Outreach to commercial and multi-tenant residential building owners

### **Task One: Update Community Wide Greenhouse Gas Inventory**

Providing residents with information about our current emissions will be an essential part of a transparent educational campaign. Our last greenhouse gas inventory was conducted as part of our climate action plan, One Climate Future, and used data from 2017. The initial inventory showed that more than 60% of Portland's GHG emissions came from the building sector. Updating our community-wide GHG inventory will identify progress toward our climate action goals and help us focus our efforts where they will be most impactful. Our last GHG inventory followed the BASIC approach to the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories, which [recommends that cities update their inventory](#) regularly. To ensure we are able to keep our inventory current in the future, the hired consultant will provide staff in the Sustainability Office with professional training so we can do future inventories ourselves. The updated inventory will inform messaging to residential and commercial stakeholders.

#### **Tasks/Deliverables:**

- Contract with consultant to conduct our GHG inventory based on the model used in One Climate Future
- With guidance from our consultant, City staff will collect the necessary data to run the model.
- The consultant will do quality assurance work on the data and complete the inventory. During the process they will train City staff on the model and ensure they are able to complete future GHG inventories in house so the inventory can be completed regularly without the use of consultants.

### **Task Two: Residential**

Our campaign will seek to engage low and moderate-income residents as well as members of the immigrant community who will benefit the most from energy efficiency, weatherization, and electrification due to their high energy burden. We will accomplish this by having program materials professionally designed to be visually appealing and by conducting two direct mail campaigns that will send informational postcards to all residents in Portland. We will also use social media, flyers, webinars, and tabling to reach residents. Program materials will be translated into the 6 most commonly spoken languages in Portland other than English.

All of our outreach materials will direct people to the City's online outreach platform, [Zen City](#), which we will use to organize the campaign and interact with residents. The Zen City platform gives us the ability to host surveys, receive and answer questions, and gather public input in multiple ways. We feel this tool is effective based on our experience using it during the development of our successful community composting program. The platform has the ability to provide site content in multiple languages so residents directed there by our translated mailers or flyers will be able to access the content in the language of their choice.

To make our content even more accessible we propose to create short videos explaining the benefits of weatherization, electrification, and energy efficiency in English and in our 6 most commonly spoken languages other than English. These videos will be hosted on the Zen City platform and on community access TV as public service announcements.

We will attract residents to access our electrification and weatherization information by promoting our DIY Electrify! incentive which provides residents making 80% or less of local median income up to \$250 in rebates for eligible small appliances and energy conservation tools. (The City Council approved this funding exclusively for rebates to LMI residents.)

**Tasks/Deliverables:**

- Draft outreach materials to support the residential outreach campaign.
- Hire a graphic designer to design attractive and effective outreach materials for the residential and commercial campaign. The designer will incorporate the messaging developed by the Sustainability Office staff to create flyers, mailers, printed advertisements, and social media content in formats ready to print. (The design theme will be the same for the residential and commercial components of the campaign.)
- Hire a translator to translate the campaign materials into the six most commonly spoken languages other than English: Somali, Vietnamese, Arabic, French, Portuguese, and Spanish.
- Have the campaign materials printed and prepared for use beginning in early 2024.
- Sustainability Office staff will create a campaign out of the City's community engagement platform ([Zen City](#)) so that program information is more readily updated and accessible, translated into 6 languages other than English, and easy to subscribe to updates or new announcements about the program.
- During the course of the campaign, City staff will host educational events including webinars, tabling days, and in-person events with partners such as Efficiency Maine, Window Dressers, Rewiring America, and others. Webinars will be open to any Maine resident.
- Produce informational videos in English, Spanish, Portuguese, Somali, French, Arabic, and Vietnamese.
- Promote the program via paid advertisements in Amjambo Africa (a newspaper read by many members of the immigrant community), social media, posters/flyers, and two mailers to be sent to all Portland residents.
- The DIY Electrify! program is currently funded and we are waiting to implement it to maximize the effectiveness of the broader residential outreach program.

**Task Three: Commercial Outreach**

This element of our outreach campaign will target commercial and multi-tenant residential property owners to encourage them to reduce their energy use through weatherization, energy efficiency measures, and by adopting renewable energy. The centerpiece of this effort will be four in-person energy summits for commercial property owners and building managers. These will be opportunities to provide information about the benefits of energy efficiency and renewable energy and to provide information about the technical and financial resources available from Efficiency Maine, Federal tax incentives, and other programs including C-PACE. (We anticipate the City of Portland will adopt C-PACE later this calendar year.) We will also highlight energy efficient buildings in Portland and use them as case studies for success. In addition, we plan to sponsor 50 buildings to use Clearly Energy's Building Optimizer Toolkit, which will provide the building owners with a customized list of recommendations for energy performance improvements based on detailed information about their building's energy use and building systems. This will help them make decisions about the most cost effective way to make improvements.

**Tasks/Deliverables**

- Draft outreach materials to support the commercial outreach campaigns.
- Hire a graphic designer to design attractive and effective outreach materials for the campaign. (The design theme will be the same for the residential and commercial components of the campaign.)
- Sustainability Office will host four educational events for commercial building owners (especially owners of large buildings in Portland) with speakers from Efficiency Maine, Clearly Energy, NEEP, and others to present on topics such as C-PACE financing,

- energy efficiency improvements, solar in Maine, and energy procurement. These events will highlight high performing buildings in Portland and share successful retrofit examples and resources for building owners.
- The Sustainability Office will sponsor 50 commercial and multi-tenant residential buildings to use the Clearly Energy Building Optimization Tool. This tool uses utility data and building specific information to create a roadmap for owners to follow to improve energy efficiency and reduce their energy costs.

## Project Timeline

*Describe the timeline for completing each task or deliverable and the expected completion of the grant-funded project.*

### Fall 2023

- Hire a consultant to update the City's GHG inventory and train Sustainability Office staff to complete future updates in house.
- Draft outreach materials to support the residential and commercial outreach campaigns.
- Hire a graphic designer to design attractive and effective outreach materials for our campaign. The designer will incorporate the messaging developed by the Sustainability Office staff to create flyers, mailers, printed advertisements, and social media content in formats ready to print.
- Hire a translator to translate the campaign materials into the six most commonly spoken languages other than English: Somali, Vietnamese, Arabic, French, Portuguese, and Spanish.
- Have the campaign materials printed and prepared for use beginning in early 2024.
- Sustainability Office staff will create a campaign on the City's community engagement platform ([Zen City](#)) so that program information is more readily updated and accessible, translated into 7+ languages, and easy to subscribe to updates or new announcements about the program.
- Hire local translators and the Portland Media Center to create the first round of informational videos in the six most commonly spoken languages other than English.

### Winter 2024

- Hold a press event to announce the launch of the Electrify Everything! Campaign.
- Launch the project website on the Zen City platform.
- Send the first round of postcards to all residents.
- Begin accepting DIY Electrify! rebate requests from residents -ongoing throughout the grant period until rebate funds are exhausted.
- Hold an informational webinar -ongoing throughout the grant period.
- Begin sharing promotional materials (social media posts, flyers, etc.) -ongoing throughout the grant period.
- Engage community partners to share translated print materials and videos -ongoing throughout the grant period.
- Purchase 6 months of print and digital advertising space in Amjambo Africa.
- Send outreach mailer to commercial and multi-tenant residential building owners.
- Recruit the first round of building owners (20 commercial or multi-tenant residential buildings) to use the Building Optimization Tool.

**Spring 2024**

- Continue residential outreach campaign.
- Onboard first round of commercial buildings to use the Building Optimizer Toolkit.
- Organize and host the first commercial energy efficiency summit.

**Summer 2024**

- Continue residential outreach campaign.

**Fall 2024**

- Continue residential outreach campaign.
- Organize and host the second commercial energy efficiency summit.
- Send the second round of postcards to all residents.
- Hire local translators and the Portland Media Center to create the second round of informational videos in the six most commonly spoken languages other than English.

**Winter 2025**

- Continue residential outreach campaign.
- Purchase another 6 months of print and digital advertising space in Amjambo Africa with an advertisement about the Electrify Everything! Program.
- Send outreach mailer to commercial and multi-tenant residential building owners.

**Spring 2025**

- Continue residential outreach campaign.
- Organize and host the third commercial energy efficiency summit.
- Begin onboarding the second round of commercial buildings (30 buildings) to receive a sponsorship for the building optimizations tool.

**Summer 2025**

- Continue residential outreach campaign.
- Organize and host the fourth commercial energy efficiency summit recognizing the progress from buildings using the Building Optimization Toolkit.

**Choose the desired grant period:**    12 months   or    24 months

Note: The grant performance period is expected to begin on or around September 1, 2023.

**Project Need**

*Describe the need for the project. Why is this project a community priority?*

Our City Council has committed to reduce community wide greenhouse gas emissions by 80% before 2050. In order to meet this goal we need the owners of commercial and

residential buildings to weatherize, electrify, and adopt energy conservation measures. Fortunately, there are unprecedented financial resources available in the form of Federal tax incentives, Efficiency Maine rebates and loans, and locally funded rebates. However, we have not had the budget to conduct a robust education and outreach campaign to alert all of our residents about these opportunities and the benefits they would accrue by using them. Low income and immigrant residents who pay a disproportionate amount of their income for heating and cooling would most benefit from energy efficiency measures but are the most difficult to reach using free and low cost outreach efforts such as social media and flyering. Funding a broad campaign featuring printed materials and videos in languages other than English will help ensure that marginalized residents learn about funding opportunities available and have an opportunity to benefit from them. This aligns with our One Climate Future goal to ensure that we do not leave people behind during the energy transition. On the commercial side, owners of larger commercial and multi-tenant residential buildings need to learn about ways to improve building efficiency and the range of affordable funding mechanisms available to them. We have learned through our energy benchmarking program that many property owners do not fully understand the opportunities available to reduce costs through energy conservation and upgraded building systems. Reducing energy consumption in commercial buildings will help the City meet its climate goals and provide business owners with savings they can invest back into their business. Improving energy efficiency in larger multi-tenant residential buildings will improve home comfort for the renting community in Portland.

### **Community Engagement and Equity Considerations**

*Describe your approach to community engagement. Maine's climate response must ensure shared benefits across diverse populations of Maine people. Applicants should include robust community engagement in their action grant proposals, for example inclusive planning processes so that diverse community voices are able to participate. Climate change impacts will create the greatest hardships for already marginalized communities, and Maine must identify and promote solutions to help the people most vulnerable to climate impacts. Applicants should consider the potential benefits of their proposed climate action projects and, if applicable, describe how the project distributes those benefits equitably.*

This campaign will engage members across the community about the benefits of renewable energy & energy efficiency, the hidden role that the building sector plays in climate change, and the programs and resources that provide solutions to all who live and work in Portland.

This robust campaign is designed to help us engage with individuals that we sometimes struggle to reach in our community, such as senior citizens, immigrants and new Mainers, minority groups, people with disabilities, renters, new residents in a community, people who don't have access to the internet or social media, or those that are not a part of organized groups. This group includes populations that may be disproportionately affected by climate impacts and could reap benefits - such as cost-savings on heating bills and increased comfort in homes - from City and state programs.

Advertisements in Amjambo Africa will help us provide information to new Mainers and English, French, Kinyarwanda, Portuguese, Swahili, Somali, and Spanish-speaking residents in Maine. We work with partners such as partners such as Quality Housing Coalition, Avesta Housing or Gateway Community Services to help spread information to harder-to-reach populations.

Our translated videos will also help us ensure that we have basic program details described in multiple languages in a convenient and easy-to-share format.

While this campaign is centered around reducing emissions in the building sector, it also supports our goal to build an inclusive, resilient, and safe future for our community members by including the diversity of residents in the engagement process. This spreads knowledge, strengthens relationships between City resources and community groups, and supports our work to include harder-to-reach groups in the transition to clean energy.

As stated in One Climate Future, “Our goal is to reduce emissions in a way that creates abundance— through quality jobs in sustainable industries; through a circular economy that creates potential instead of waste; through protecting and strengthening the health of our ecosystems and communities; and through ensuring that everyone, regardless of where they are starting from, has access to this future.”

## **Criteria 6: Budget**

### **Budget Narrative**

*Please provide a detailed explanation of your proposed project expenses organized by task, including how the proposed grant funding will be combined with other funding sources to support the project.*

The City requests \$45,200 to launch this “Electrify Everything! Building Electrification & Efficiency Campaign” in Portland. The requested funds would be used for the following tasks:

Task 1 - updating the community GHG inventory: \$10,000 for updating Portland’s community-wide greenhouse gas inventory. This will include having contracted consultant train City staff to gather the appropriate data and to operate the emissions model so we can conduct future inventories ourselves.

Task 2: Build and deploy an inclusive energy efficiency campaign for Portland residents. Task 2 funding will ensure we reach as many residents as possible and will leverage the opportunity for LMI residents to receive City funded rebates to draw attention to our larger electrification and efficiency message.

Budgeted expenses in the grant request:

- Graphic designer to create engaging campaign materials: \$7,500
- Translation services: \$1,000
- Video production services: \$2,000
- Paid advertising in Amjambo Africa (two 6-month ¼ page advertisement space packages in Amjambo Africa print and digital– one 6-month run each year of the grant): \$4,200
- Printing (flyers, posters, and other promotional materials): \$2,000
- Mailing services (one postcard mailer to all residents each year of the grant- \$7,000x2): \$14,000

Task 3: Build and deploy an energy efficiency campaign for commercial properties. The Sustainability Office will augment existing outreach funding for large commercial and multi-tenant residential property owners who participate in Portland’s Energy and Water Use Benchmarking Ordinance (one mailer per year - \$1,200 total).

Budgeted expenses in the grant include:

- Onboarding 50 Portland buildings to access and use the Clearly Energy’s Building Optimizer Toolkit. 20 buildings to be onboarded in year one and 30 buildings to be onboarded in year two. (\$50 per building x 50 buildings): \$2,500
- Host 4 educational events for commercial property owners to connect building owners with Efficiency Maine resources, C-PACE financing information, recognize high performing buildings in Portland, and more. (\$500 x 4 events over two years): \$2,000
- 

**Cost-Share Table (if applicable)**

Which cost share applies to the lead applicant?  
 What is the project cost share amount?

A cost share will apply For Climate Action Grants that implement other community climate and energy priorities (i.e., activities not found in the Community Action Inventory).

Tier 1: Communities with populations less than 4,000

Tier 2: Communities with EITHER populations between 4,000 and 10,000 OR tax assessment less than \$25 million (according to State Revenue Sharing data).

Tier 3: Communities with populations greater than 10,000 AND tax assessment greater than \$25 million (according to State Revenue Sharing data).

Tier 1	Tier 2	Tier 3
--------	--------	--------

10% local match	10% local match	20% local match
<p>Our project seeks a grant of \$45,200 to augment \$75,000 in American Recovery Act Funds already appropriated by the Portland City Council to support Electrify Everything! and an additional \$1,200 appropriated for outreach and education. The total project cost is \$121,400. City funds account for 63% percent of the total project cost.</p>		

Budget Worksheet			
Project Task	Funds Requested	Other Funds (match, rebates, etc.)	Total Project Budget
Task 1	\$10,000		\$10,000
Task 2	\$30,700	\$75,000	\$105,700
Task 3	\$4,500	\$1,200	\$5,700
Task 4			
(add additional tasks as needed)			
<b>Total</b>	<b>\$45,200</b>	<b>\$76,200</b>	<b>\$121,400</b>

**IMPORTANT:** The applicant’s budget narrative and budget worksheet must include any applicable incentives or rebates (for example, from Efficiency Maine) at the time of application, including for electric vehicles and charging equipment, heat pumps and VRF systems, LED lighting, and water heaters.

**State of Maine**  
**Governor's Office of Policy Innovation and the Future**  
**LETTERS OF SUPPORT**  
**RFA# 202305100**  
**Community Resilience Partnership Community Action Grant**

Applicants are strongly encouraged to include letters of support from municipal and county officials, local civic leaders, or state legislators.

If this is a collaborative application from multiple communities, all participating communities must include a letter of support.

**MEMORANDUM**  
**City Council Agenda Item**

**FROM:**

**DATE:** September 26, 2023

**SUBJECT:** Order 61-23/24 Zoning Map Amendment to B-2b Community Business for the area of land around the intersection of Washington Avenue, Bates Street and Veranda Street - Sponsored by the Planning Board, Brandon Mazer, Chair

**SPONSOR:** Brandon Mazer, Chair, City of Portland Planning Board  
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1st Reading 10/16/2023**

**Final  
Action 11/6/2023**

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

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

**PRESENTATION:** Brandon Mazer, Chair Planning Board; Christine Grimando, Director Planning & Urban Development; Kevin Kraft, Deputy Director Planning & Urban Development (5 minutes)

**I. SUMMARY**

The Planning Board recommends a zoning map amendment for 27 parcels currently zoned RP Residence Professional, B-2 Community Business, and R-5 Residential to B-2b Community Business. This rezoning is being sought to facilitate the development of a mixed-use building with ground floor commercial and residential units on the upper floors at 17 and 25 Bates Street and would bring several parcels currently legally nonconforming into conformity with zoning.

**II. AGENDA DESCRIPTION**

On September 12, 2023, the Planning Board unanimously voted (6-0; Barker absent) to recommend a zoning map amendment from RP Residence Professional to B-2b Community Business for the applicant's parcels at CBL's 429 J01101 and 429 J006001 and 25 adjacent parcels zoned RP Residence Professional, B-2 Community Business and R-5 Residential including CBLs 429 I001001, 429 I005001, 429 I006001, 429 I007001, 429 J004001, 429 J003001, 429 J002001, 166 G015001, 166 G011001, 166 F003001, 429 C004001, 429 C006001, 429 C007001, 429 H030001, 429 H031001, 429 H047001, 429 H046001, 429 H029001, 429 H028001, 166 F006001, 166 F005001, 429 J010001, 429 J007001, 429 J005001, 429 C006001. The Planning Board found the proposed zoning map amendment to be consistent with the Comprehensive Plan for the City of Portland.

The proposed zoning map amendment application was submitted by Troy Huynh to facilitate the development of a mixed-use building with ground floor retail and residential units above at 17 and 25 Bates Street. The expanded zoning boundary would bring several parcels currently legally nonconforming into conformity with zoning. In addition, the B-2b zone would allow uses and densities more compatible with the applicant's site and surrounding neighborhood and will create opportunities for significant amounts of housing and space for job growth.

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

**III. BACKGROUND**

Troy Huynh, owner of 17 and 25 Bates Street, sought this zoning map amendment to rezone two parcels in the RP Residence Professional zone at 17 and 25 Bates Street to B-2 to facilitate a mixed-use development with a restaurant on the ground floor and residential units above. The existing RP Residence Professional zone restricts the development of multi-family dwellings and does not allow retail, or restaurant uses. During the review, in an effort to alleviate housing and job insecurity while combating climate change, Planning Staff recommended that the Planning Board consider expanding the proposed zoning map amendment boundary to encompass the applicant's two parcels as well as 25 additional parcels. Planning Staff further recommended that the parcels be rezoned to B-2b Community Business, as opposed to B-2, though both zones, B-2 and B-2b, were found by staff to be appropriate and consistent with Portland's Comprehensive Plan. Staff's recommendation to consider B-2b was due to slight differences between dimensional and use standards between the two zones, with those of the B-2b being better aligned with the Comprehensive Plan's Future Land Use vision for this prominent City node. In addition, the B-2b zone would allow uses and densities more compatible with the applicant's site and surrounding neighborhood and will create opportunities for significant amounts of housing and space for job growth.

#### **IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

The intent of the proposed zoning map amendment is to facilitate the development of a mixed-use building at 17 and 25 Bates Street and to rezone a priority node to encourage additional contextually appropriate housing density and uses in an existing neighborhood center, with excellent access to services, public transit, and trail networks, a key priority identified in Portland's Comprehensive Plan.

The zoning map amendment supports many of the goals expressed in Portland's Comprehensive Plan, *Portland's Plan 2030* and the City's Climate Action Plan, *One Climate Future*. Additionally, the proposed zoning map amendment addresses several City Council goals, including the City Council's 2023 Common goals, which include always using a lens that prioritizes housing, homelessness, and climate & sustainability. The proposed zoning map amendment will support these goals by:

- Increasing, preserving, and modifying the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents;
- Encouraging additionally contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes as a means of supporting complete neighborhoods;
- Creating opportunities for the construction of new housing including multi-family housing on lots that are constrained by the current zoning, which only allows limited types of residential units and some commercial uses;
- Supporting complete neighborhoods, where all residents have access to the necessities of daily life within a walkable, bikeable distance by allowing for housing, commercial, and light-industrial uses to co-exist within a priority node along a priority corridor;
- Supporting job growth and local business retention and recruitment by allowing a range of commercial and light-industrial uses;
- Supporting climate resilience and carbon reduction goals by placing housing opportunities along a priority corridor with excellent access to public transit, trails, as well as jobs and services, which supports connectivity, walkable neighborhoods, and multi-modal transportation and thus reduces the need to rely on single-occupancy vehicles;
- Reduces sprawl by reinforcing a mixed-use typology within an existing neighborhood center identified as a priority node and corridor;

The existing RP Residence Professional zone, is intended for the development and operation of low-intensity business uses, including offices. The current RP and R-5 zoning does not include incentives or requirements for affordable housing and only allows single-family and two-family dwellings and multi-family dwellings in

structures existing and not in residential use as of 1984. Furthermore, the RP zone allows a limited number of commercial uses, such as general offices and funeral homes, but restricts uses such as restaurants and retail. Given the restrictions on uses, and low allowable densities along an existing major transit corridor, without zoning changes, future development within the proposed boundary will preclude the community from realizing its vision as expressed in the City's Comprehensive Plan.

## **V. FINANCIAL IMPACT**

The land in question is privately owned. The proposed map amendment will have no financial impact to the City.

## **VI. STAFF ANALYSIS AND BACKGROUND**

A City Council Report is included as part of the City Council packet.

## **VII. RECOMMENDATION**

At a public hearing held on September 12, 2023, the Planning Board voted unanimously (6-0; Barker absent) to find that the proposed zoning map amendment from B-2 Community Business, RP Residence Professional and R-5 Residential to B-2b Community Business is consistent with the Comprehensive Plan for the City of Portland and recommends to the City Council adoption of the Zoning Map amendment for the area of land that parcels including CBLs 429 I001001, 429 I005001, 429 I006001, 429 I007001, 429 J004001, 429 J003001, 429 J002001, 166 G015001, 166 G011001, 166 F003001, 429 C004001, 429 C006001, 429 C007001, 429 H030001, 429 H031001, 429 H047001, 429 H046001, 429 H029001, 429 H028001, 166 F006001, 166 F005001, 429 J010001, 429 J007001, 429 J011001, 429 J006001, 429 J005001, 429 C006001.

## **VIII. LIST ATTACHMENTS**

1. Amendment to Zoning Map B-2b on Bates Street 10.16.2023
2. Bates St. - 17 and 25 (City Council Report)
3. Attachment A - Rezoning Boundary
4. Attachment B - Planning Board Report

Prepared by:

Date: 09/26/2023

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

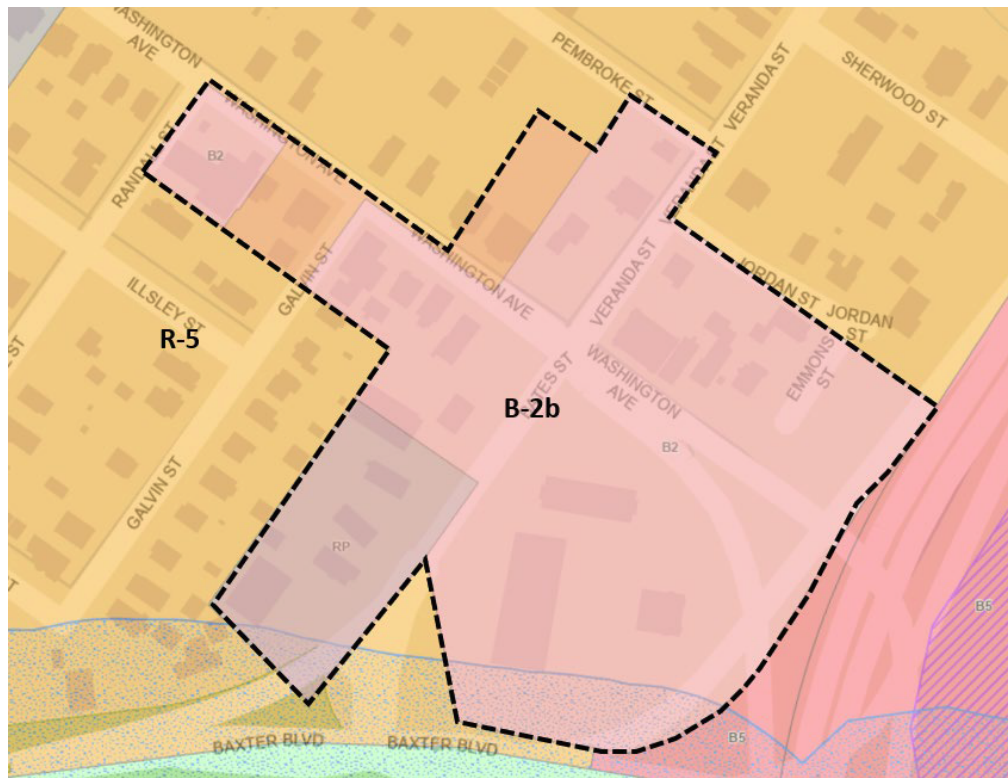
**CITY OF PORTLAND**  
IN THE CITY COUNCIL

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

**AMENDMENT TO ZONING MAP**  
**RE: B-2b COMMUNITY BUSINESS FOR LAND AROUND**  
**INTERSECTIONS OF WASHINGTON AVENUE,**  
**BATES AND VERANDA STREETS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE**  
**IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into Portland City Code Chapter 14, the Zoning Ordinance, by §1.2, be and hereby is amended pursuant to §1.10.1 by adopting the attached map amendment and specifically rezoning property around the intersections of Washington Avenue, Bates and Veranda Streets from RP Residence Professional, B-2 Community Business and R-5 Residential to B-2b Community Business, as depicted in the map below.





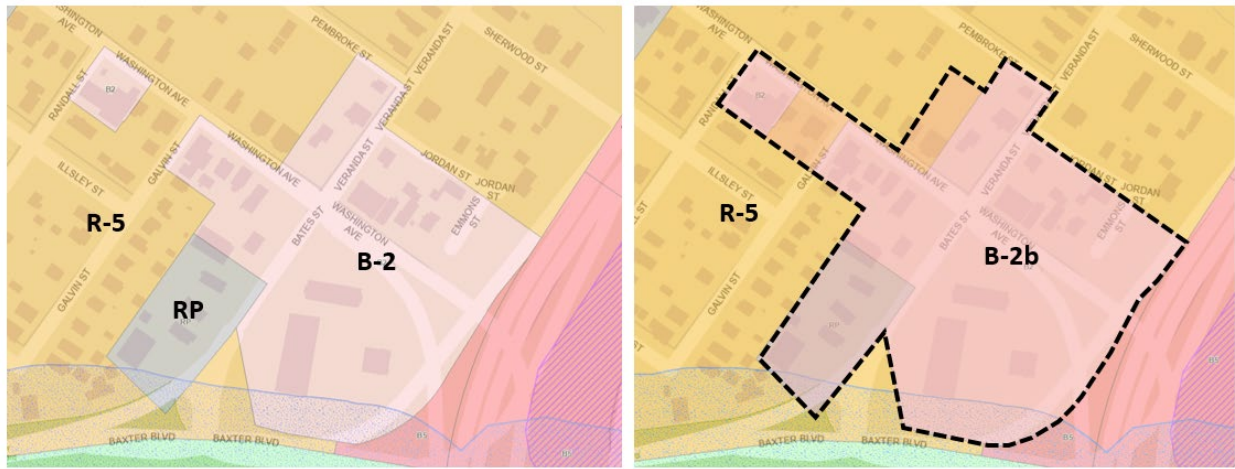
# PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

17 & 25 Bates Street  
ZN-002413-2023  
Troy Huynh, Applicant

<b>Submitted to:</b>	Mayor and City Councilors	<b>Prepared By:</b>	Maya Balassa, Planner
<b>Council 1<sup>st</sup> Read:</b>	October 16, 2023	<b>Date:</b>	September 18, 2023
<b>Council Hearing Date:</b>	November 6, 2023		

## I. INTRODUCTION

On September 12, 2023, the Planning Board unanimously voted (6-0; Barker absent) to recommend to the City Council adoption of a zoning map amendment from RP Residence Professional to B-2b Community Business for the applicant owned parcels at 17 and 25 Bates Street (CBLs 429 J01101 and 429 J006001) as well as 25 adjacent parcels currently zoned RP Residence Professional, B-2 Community Business, and R-5 Residential (Attachment A).



**Existing Zoning** **Proposed Zoning Map Amendment Boundary RP, R-5, B-2 to B-2b**

Figure 1: Existing zoning map (left) and proposed zoning map amendment boundary to B-2b (right)

The objective for the proposed zoning map amendment is to allow for the redevelopment of the applicant owned parcels into a mixed-use building with commercial space on the ground floor and residential units on the upper floors, which is currently prohibited under the existing RP zone. The purpose for the expanded zoning boundary is to bring several parcels that are currently legally nonconforming into conformity with zoning. In addition, the B-2b zone would allow a broader range of uses, including commercial and multi-family dwellings, densities, and a built form that are more compatible with the applicant's site and surrounding neighborhood and would create opportunities for significant amounts of housing and space for job growth along a priority corridor and node as identified in the Comprehensive Plan, *Portland's Plan 2030*.

## II. PLANNING BOARD DELIBERATION

At the Planning Board's June 27<sup>th</sup> workshop, staff recommended that the Board consider rezoning the applicant's parcels and extend the proposed zoning map amendment boundary to encompass 25 additional parcels, as shown in Figure 1 (27 total, including the applicant's two parcels). The City further recommended that these parcels be rezoned to B-2b Community Business, as opposed to the applicant's original request to change the zoning to B-2, though both zones, B-2 and B-2b, were found by staff to be appropriate and generally consistent with Portland's Plan 2030. The City's recommendation is due to slight differences between the dimensional and use standards for the two zones, with those of the B-2b being better aligned with the Future Land Use Plan's vision for this prominent City node, specifically with respect to urban form. The Planning Board was supportive of the expanded rezoning and both the applicant and Board expressed their support for B-2b. After deliberation, and on the basis of staff reports, public testimony, and review of applicable policies, at a Public Hearing held on September 12, 2023, the Planning Board voted unanimously 6-0 (Barker absent) to recommend to the City Council adoption of the zoning map amendment to B-2b Community Business for 27 parcels currently zoned RP Residence Professional, B-2 Community Business, and R-5 Residential.

Over the course of two public meetings, Board members expressed support for the expanded zoning boundary and the proposed B-2b zone but questioned whether the existing low-impact industrial building with retail component, formerly Botto's Bakery, would be impacted by the proposed rezoning. In response, Planning Staff informed the Board that the B-2b zone would still allow low-impact industrial uses less than 10,000 square feet with a retail component, and therefore any future tenant would at 550 Washington Avenue not be prohibited from utilizing the existing warehouse space on site, which is below the 10,000 square foot threshold. The Board, also requested that Planning Staff confirm that the proposed changes would not impact the existing Auto Service Station located at 5 Bates Street. Planning Staff responded by informing the Board that expansion of auto service stations in existence as of 11/15/1999 are permitted as a conditional use in the B-2b zone. According to assessor's data, 5 Bates Street is occupied by an auto service garage (Chip's Service Center), which was constructed in 1985. Therefore, the existing auto service station would be permitted to expand as a conditional use under the B-2b zone provisions as specified in Table 6-C footnote 4 of the Land Use Code. Planning staff also informed the Board and public that as part of the [Planning & Urban Development Department's Better Bikeways Initiative](#), the City is proposing to transform Baxter Boulevard, Washington Avenue, and Veranda Street by creating safer biking and walking crossings at and across Baxter Boulevard and Washington Avenue, and adding bike lanes on Bates and Veranda streets.

Ultimately, the Planning Board found the proposed Zoning Map Amendment to be consistent with the Comprehensive Plan, *Portland's Plan 2030*. The rezoning area is located near the confluence of Washington Avenue, a wide priority corridor listed in the Comprehensive Plan (pg. 84), Bates Street, Veranda Street, and the I-295 interchange. According to the Comprehensive Plan (pg. 84) the intersection of these streets constitutes a priority node in East Deering. Priority corridors, are corridors that connect major nodes and neighborhoods and therefore serve as major commuter routes. Moreover, priority corridors are major arterials that often see higher vehicular travel, but have the capacity to improve mobility by capitalizing on their potential for increased walking, bicycling, and transit use. Additionally, priority corridors can serve as areas of additional mixed use, and higher density growth to take advantage of transit benefits and services. Priority nodes, are areas with concentrated mixed-use activity. Nodes occur in varying scale and serve varying catchment areas and can be large, such as Portland's downtown, or at smaller convergences and intersections throughout the city.

The Board noted that the rezoning area is located along and within a priority corridor and node, respectively. Additionally, the Board noted that the area is well served by public transit and is within proximity to several bus stops and METRO routes 9A, 9B, and 7. The Board noted that the zone change would permit housing at a greater density than currently permitted under the existing RP and R-5 zones, which restrict multi-family dwellings except when in structures existing and not in residential use as of 1984. Additionally, the RP zone allows a limited number of commercial uses, such as commercial office and funeral homes, but restricts uses such as retail and restaurants. Given the current limitation on uses and low allowable densities along an existing major transit corridor the Board believed that the B-2b zone was appropriate for the proposed area because it would allow a greater range of uses including commercial uses such as restaurants, retail, and low-impact industrial uses less than 10,000 square feet and would allow multi-family housing. Additionally, the Board noted that this area contains a variety of uses including residential (single to 20+ family), retail, restaurant, office businesses, auto dealership, and auto service station with buildings ranging from one- to three-stories. The proposed B-2b would also provide additional flexibility for businesses and non-residential uses to expand due to a 10 percent increase in the maximum allowable impervious surface ratio for non-residential uses.

The Board noted that the expansion of permitted uses and permitting housing at a greater density in this area would support several City Council goals, including the [City Council's 2023 Common goals](#), which include always using a lens that prioritizes housing, homelessness, and climate & sustainability, and would support the shared goals expressed in the Comprehensive Plan. These include community priorities for adopting sustainable land use and transportation policies that support connectivity, walkable neighborhoods, and multi-modal transportation as well as removing housing barriers to increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preference and financial capabilities of all Portland residents. Furthermore, the zone change would support climate resilience and carbon reduction goals by placing housing opportunities along a priority corridor with excellent access to public transit, trails, as well as jobs and services thus reducing the need to rely on single-occupancy vehicles. The proposed rezoning would also bring properties that are currently legally non-conforming into conformity with zoning.

### III. BACKGROUND AND EXISTING CONDITONS

The two applicant owned parcels at 17 and 25 Bates Street (CBLs 429 Jo1101 and 429 Joo6001), are approximately 20,300 square feet (0.47 acres) combined and zoned R-P Residence Professional. The property is currently improved with two, one-story residential apartment buildings. The site is bounded by Bates Street to the east, an auto service center to the north, and residential uses to the west and south. Immediately east of the site is a three-story retail plaza and commercial office complex.



Figure 2: View of applicant's parcels | 17 and 25 Bates Street

The applicant's parcels are bordered by the R-5 Residential zone to the west and south and B-5 Business zone to the southeast, beyond I-295. A Recreation Open Space (ROS) zone is mapped to the south along Baxter Blvd. The intersection of Washington Avenue, Bates Street, and Veranda Street is zoned B-2; the cluster of parcels in B-2 at this node contains a variety of uses including, residential (single to 20+ family), retail, restaurant, office business, auto dealership and auto service station.



Figure 3: Existing Zoning Map and applicant's parcels outlined in red

The B-5 Business zone southeast of the collection of parcels along Washington Avenue beyond I-295, went to a public hearing with the Planning Board to be rezoned to B-5 from the I-M Moderate Impact Industrial zone on November 22, 2022 to facilitate the construction of a mixed-use campus development for The Roux Institute. The zoning map amendment was adopted by the City Council on February 6, 2023, Order 126-22/23.

As part of the [City's Better Bikeways Initiative](#), the City is proposing to transform Baxter Boulevard, Washington Avenue and Veranda Street by creating safer biking and walking crossings at and across Baxter Boulevard and Washington Avenue, and adding bike lanes on Bates and Veranda streets. The City held a public meeting on the proposed changes on May 24<sup>th</sup>. Based on feedback received at that meeting the city is conducting additional analysis to inform final layouts.

The area is accessible to public transit. There are five METRO bus stops within a quarter mile of 17 and 25 Bates Street. Route 9B runs along Washington Avenue, which runs from downtown Portland to North Deering, and route 7 runs along Veranda Street, which runs from Portland to Falmouth.

#### IV. PROPOSED MAP AMENDMENT

The proposed zoning map amendment before the City Council is to change 27 parcels currently zoned RP Residence Professional Zone, R-5 Residential Zone, and B-2 Community Business zone to B-2b Community Business zone as shown in Figure 3 below:

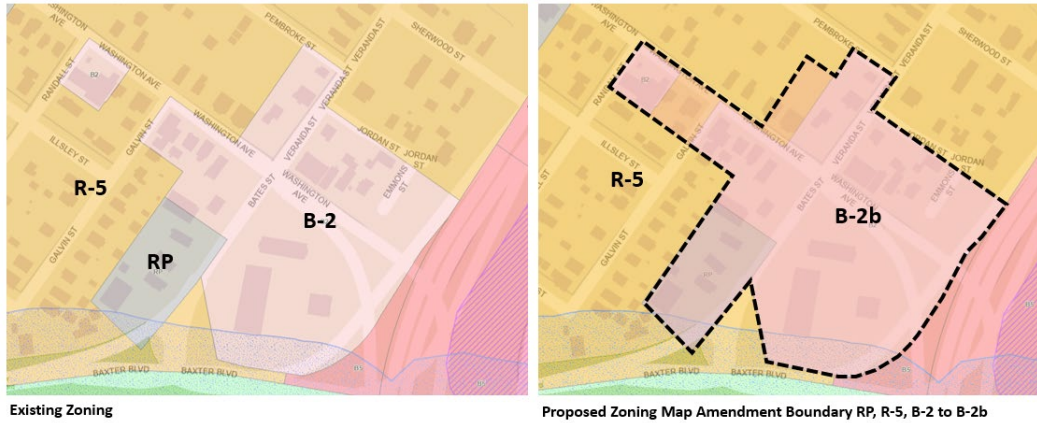


Figure 4: Existing Zoning (left) Proposed Zoning Map Amendment Boundary (Right)

An analysis of each parcel is provided in Table 1. The proposed rezoning to B-2b would not bring any existing properties within the boundary into non-conformity and would result in 523 and 521 Washington Avenue being brought into conformance with zoning. The B-2b zone is more permissive in regards to lot area, lot area per dwelling unit, height, and impervious surface ratio than the R-P and R-5 zones and would allow single-family, two-family, and multi-family dwellings as a permitted use.

**Table 1 provides the addresses, CBL, zone, and use for the parcels proposed by Planning staff to be rezoned to B-2b.**

TABLE 1: PROPOSED PARCELS TO BE REZONED TO B-2B					
Address	CBL	Zone	Use	Permitted in existing zone	Permitted in B-2b
970 Baxter Blvd	429 1001001	B-2	Office Business	Yes	Yes
476 Washington Ave	429 1005001	B-2	5 to 10 Family	Yes	Yes
484 Washington Ave	429 1006001	B-2	Accessory Parking	Yes	Yes
500 Washington Ave	429 1007001	B-2	Office Business/Retail	Yes	Yes
5 Bates St	429 J004001	B-2	Auto service station	Conditional Use	Conditional Use
522 Washington Ave	429 J003001	B-2	Office Business	Yes	Yes
526 Washington Ave	429 J002001	B-2	Multi-Use Residential	Yes	Yes
532 Washington Ave	166 G015001	B-2	Two Family	Yes	Yes

536 Washington Ave	166 G011001	B-2	Retail Services	Yes	Yes
550 Washington Ave	166 F003001	B-2	Retail Services	Yes	Yes
513 Washington Ave	429 C004001	B-2	Auto dealership	Conditional Use	Conditional Use
14 Veranda St	429 C006001	B-2	Retail Services	Yes	Yes
18 Veranda St	429 C007001	B-2	Retail Services	Yes	Yes
9 Veranda St	429 H030001	B-2	Retail Services	Yes	Yes
505 Washington Ave	429 H031001	B-2	11 to 20 Family (12)	Yes	Yes
501 Washington Ave	429 H047001	B-2	Retail Services	Yes	Yes
9 Jordan St	429 H046001	B-2	Four Family	Yes	Yes
10 Emmons St	429 H029001	B-2	Single Family	Yes	Yes
14 Emmons St	429 H028001	B-2	Two Family	Yes	Yes
542 Washington Ave	166 F006001 166 F007001	R-5	Four Family	Yes	Yes
548 Washington Ave	166 F005001	R-5	Two Family	Yes	Yes
523 and 521 Washington St	429 C0010001	R-5	11 to 20 Family	No	Yes
41 Bates St	429 J010001	RP	Office Business	Yes	Yes
29 Bates St	429 J007001	RP	Three Family	Yes	Yes
25 Bates St	429 J011001	RP	Two Family	Yes	Yes
17 Bates St	429 J006001	RP	Two Family	Yes	Yes
13 Bates St	429 J005001	RP/B-2	Vacant Land	Yes	Yes

## V. ZONING ANALYSIS

### A. Overview of Zoning Purpose Statements Existing Versus Proposed Zoning

The area proposed to be rezoned includes property in the R-P Residence Professional Zone, the R-5 Residential zone and the B-2 Community Business zone. The purpose statement for each zone is listed below:

#### Existing zones:

**R-P Residence Professional:** *“to provide appropriate location for the development and operation of low-intensity business uses, including offices on or near major arterials, that are compatible in scale, density and use with surrounding and adjacent residential neighborhoods; or to serve as a transition or buffer zone between residential and more intensive nonresidential zones.”*

**B-2 Community Business:** *“To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing, and services serving the adjoining neighborhoods and the larger community. The variety, sites, and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1/B-1b zones. The zone provides a broad range of goods and services with a mixture of large and small buildings, such as grocery stores, shops and services located in major shopping centers and along arterial streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns. The zone should provide locations for moderate to high-density housing in urban neighborhoods along arterials.”*

**R-5 Residential:** *“to provide appropriate areas of the city for medium-density residential development characterized by single-family, two-family and low-intensity multifamily dwellings on individual lots; to ensure the stability of established medium-density neighborhoods by controlling residential conversions; and to provide for planned residential unit development on substantially-sized parcels.”*

### Proposed Zone:

**B-2b Community Business:** *“To provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists or where a neighborhood-compatible commercial district is established which exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood-oriented building pattern. The B-2b should provide locations for moderate to high-density housing in urban neighborhoods along arterials.”*

## B. Discussion of Zoning Amendments

### Use Analysis

#### R-P Residence Professional to B-2b Community Business

Even though the parcels zoned R-P abut R-5 residential along the rear of their properties, the context along Bates Street and at the intersection of Washington Avenue and Bates Street does not match the intention of the RP. Across the street from the line of RP zoned parcels is a multi-use multi-story building containing offices and retail. The intersection of Bates Street, Veranda Street, and Washington Avenue exhibits a pedestrian scale and character with an existing urban and neighborhood-building pattern. Buildings are generally oriented towards the street and built close to the lot lines with larger commercial, mixed-use, and residential buildings fronting onto Bates Street, Veranda Street and Washington Avenue. The connection and proximity to Washington Avenue, an identified priority corridor in Portland’s Plan 2030, and utilized as a major commuter road into Portland’s downtown with excellent access to public transit and nearby trail connections, makes it better suited for the B-2b Community Business zone, which is targeted to not only support neighborhood retail, business and services, but is dimensioned to support a neighborhood scale and encourage walkability.

Permitted uses in the RP zone are specified in Table 6-D of the Land Use Code. The RP zone allows any residential use permitted in the nearest residential zone. In this instance the nearest residential zone is the R-5 Residential Zone. The R-5 zone allows single- and two-family dwellings, multiplexes, and allows multi-family as a conditional use only within a non-residential structure existing as of January 1, 1984 and requires 3,000 square feet of land area per dwelling unit. Additionally, the RP zone allows a limited number of non-

residential uses including funeral homes, general offices, studios for artists and craftspeople, parks and open space, solar energy systems, and utility substations. The R-P zone does not allow a number of neighborhood and community retail and business establishments such as retail or restaurants. Whereas, the B-2b zone is intended provide opportunities for mixed-use development and neighborhood and community-oriented business establishments. The B-2b allows single and two-family dwellings as well as multi-family dwellings. In addition, the B-2b zone allows a number of commercial uses outlined in Table 2 below.

#### R-5 Residential to B-2b Community Business

The three parcels currently zoned as R-5, that are recommended to be rezoned to B-2b by Planning staff, are four-family, two-family, and multi-family residential buildings. Two family residential is permitted in both the R-5 and B-2b zones. However, multi-family residential is a conditional use in the R-5 zone and only permitted when adaptively reusing a non-residential building existing as of 1984. Whereas multi-family residential buildings are permitted in the B-2b. These parcels are also located and oriented towards Washington Avenue, immediately abutting a METRO bus stop for route 9A and, if rezoned, would connect two existing B-2 zoned parcels with the larger contiguous grouping of B-2 zoned parcels located to the south along Washington Avenue. These two isolated B-2 parcels are occupied by the now vacant Botto's Bakery building, which consists of a retail storefront and commercial kitchen, which is considered a low-impact industrial use.



Figure 5: 550 Washington Avenue | Botto's Bakery Site

#### Differences Between the B-2 and B-2b Community Business Zones

There are several differences between the B-2 and B-2b zones. In regards to use, the B-2b zone is less permissive. The B-2b zone does not permit adult business establishments or low impact industrial uses greater than 10,000 square feet, whereas these uses are permitted within the B-2 zone. However, the B-2b zone does allow low-impact industrial uses less than 10,000 square feet with a retail component only. Registered marijuana dispensary and marijuana retail stores are a conditional use in the B-2b, but are permitted in the B-2. Auto service stations are a conditional use in the B-2 zone and prohibited in the B-2b zone, though the B-2b zone does permit the expansion of auto service stations that were in existence as of 11/15/1999 as a conditional use.

***Table 2 provides a comparison of the permitted uses between existing and proposed zone. Uses marked with a 'P', are permitted uses in the zone. A 'C' indicates a conditional use, otherwise uses are not permitted. The differences between B-2 and B-2b are highlighted in blue.***

TABLE 2: PERMITTED AND CONDITIONAL USES IN B-2 and B-2b		B-2	B-2b
Residential	Single-family dwellings	P	P
	Two-family dwellings	P	P
	Multi-family dwellings	P	P
	Combined Living/working spaces	P	P
	Lodging houses	P	P
	Clinics	P	P
	Lodging houses	P	P
Institutional	Elementary, middle, and secondary schools	P	P
	Governmental uses	P	P
	Long-term and extended care facilities	P	P
	Intermediate care facilities	P	P
	Places of assembly (<10,000 SF)	P	P
	Places of assembly (>10,000 SF)	P	P
	Preschool facilities	P	P
Commercial & Other	Post-secondary schools	P	P
	<b>Adult business establishments</b>	<b>P</b>	
	Auto, boat, related dealerships	C	C
	<b>Auto service stations</b>	<b>C</b>	<b>C</b>
	Bars	P	P
	Bed and breakfasts	P	P
	Funeral homes	P	P
	General offices (all square feet)	P	P
	Hostels	P	P
	<b>Marijuana retail stores</b>	<b>P</b>	<b>C</b>
	<b>Registered marijuana dispensary</b>	<b>P</b>	<b>C</b>
	Restaurants	P	P
	Retail (all square feet)	P	P
	Small-scale marijuana caregiver	P	P
	Theater and performance halls	P	P
	Veterinary services	P	P
	Communication studios	P	P
	Dairies	P	P
	Laboratory and research facilities	C	C
	Low-impact industrial (<10,000 square feet)	P	P
<b>Low-impact industrial (&gt;10,000 square feet)</b>	<b>P</b>		
Printing and publishing	P	P	
Repair services	P	P	

	Studios for artists and craftspeople	P	P
	Warehousing, storage, and distribution	C	C
	Parks and open space	P	P
	Solar energy systems (minor)	P	P
	Utility substations	P	P
	Wind energy systems (minor)	C	C

**Dimensional Analysis**

RP – Residence Professional

The existing R-P Residence Professional zone requires that residential uses meet the dimensional requirements of the nearest residential zone. In this instance, the nearest residential zone is the R-5 Residential Zone. The R-5 zone limits residential density by requiring a minimum of 3,000 square feet of lot area per dwelling unit and further requires a minimum lot area of 6,000 square feet for all residential uses. Maximum height in the R-5 zone is 35 feet. For non-residential uses, the R-P zone requires a minimum lot area of 6,000 square feet, and 60 feet of street frontage. Front setbacks are required to be 20 feet or the average depth of adjacent front yards. Rear setbacks are required to be 20 feet, and side setbacks are required to be 10 feet for one-story buildings, 12 feet for two-story buildings, and 14 feet for buildings greater than two stories. The maximum permitted building height is 45 feet and the maximum impervious surface ratio is 70%. In comparing the RP and B-2b zones’ maximum heights, the only differences are the B-2b zone allows buildings up to 45 feet or 50 feet if the first floor is in commercial use, a difference of five feet. It should be noted that affordable housing density and dimensional bonuses as described in Section 18.2.4 of the Land Use Code are applicable in both the RP and B-2b zones.

B-2 versus B-2b

In comparing the B-2 and B-2b Community Business zones’ dimensional requirements, the only differences are in the maximum height allowed and impervious surface ratio. The maximum height for both zones is 45 feet, or 50 feet if the first floor is in commercial use, however in the B-2 zone, lots larger than five acres are permitted to increase height up to 65 feet in exchange for increasing the building’s setbacks. As there are no lots larger than five acres in this proposed rezoning area, the only relevant difference is the impervious surface ratio for non-residential uses. The B-2 zone permits a maximum of 80% impervious area for non-residential uses, while the B-2b permits up to 90% impervious surface for non-residential uses. Both, the B-2 and B-2b zones have no maximum impervious surface ratio for residential uses.

Both of these zones would permit the conceptual development at 17 & 25 Bates Street, and the requested zoning amendment would not result in any new non-conformity, as both the B-2 and B-2b zones are more permissive than both the R-P and R-5 zones.

*Table 3 provides a comparison of the dimensional requirements between the B-2 and B-2b zones*

<b>TABLE 3: Zoning Requirements by Use</b>	<b>B-2</b>	<b>B-2b</b>
Lot area (min.)	None	None
Lo area per dwelling unit off-peninsula (min.)	1,000 SF, except 435 if active street frontage	1,000 SF, except 435 if active street frontage
Lot area per rooming unit off-peninsula (min)	350 SF	350 SF

Street frontage (min)	20 ft.	20 ft.
Front setback (max)	10 ft.	10 ft.
Structure height – <b>off-peninsula</b> (max.)	45 ft., except 50 ft if first floor is in commercial use, or 65 ft. on lots >5 ac. If required side and rear setbacks are increased by 1 foot for each foot of height over 45 ft.	45 ft., except 50 ft if first floor is in commercial use
Rear setback – principal (min)	10 ft.	10 ft.
Rear setback – accessory (min)	5ft.	5 ft.
Side setback – principal (min)	None	None
Side setback – accessory (min)	5 ft.	5 ft.
Stepbacks (above 35 ft when property abuts a residential zone) (min)	Side: 5 ft. Rear: 15 ft.	Side: 5 ft. Rear: 15 ft.
Floor area	Laboratory and research facilities, warehousing, 10,000 SF	Laboratory and research facilities, warehousing, 10,000 SF
Impervious surface ratio (max)	Residential: None <b>Other uses: 80%</b>	Residential: None <b>Other uses: 90%</b>

**VI. COMPREHENSIVE PLAN CONSISTENCY**

**Portland’s Plan 2030**

Comprehensive Plan goals and policies relevant to the proposed zoning map amendment are included below.

Several aspects of the proposed map amendment are consistent with the goals and objectives of Portland’s Plan 2030. The Comprehensive Plan highlights the importance of increasing housing opportunities and for supporting interspersed nodes around the city for concentrated mixed-use activity as a way to support complete neighborhoods. In Portland’s Plan 2030, this area is highlighted as a priority node for further evaluation and potential investment to serve neighborhood needs.



Figure 6: Visions of Portland’s Plan 2030

The proposed map amendment would allow for the development of a mixed-use project that would provide additional housing and commercial activity within a key City node, that is convenient to a range of services and amenities, as well as public transportation.

Relevant Comprehensive Plan goals have been excerpted below:

*Housing:*

- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- State Goal: To encourage and promote affordable decent, housing opportunities for all Maine citizens.
- Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as whether it allows for priority in growth areas.
- Future Land Use – Evaluate Nodes: Evaluate the area near the Washington Avenue, Veranda/Bates Street intersection as an area to be assessed for its ability to address neighborhood needs and serve as centers for complete neighborhoods (pg. 84)

*Economic*

- Create economic prosperity by growing Portland’s tax and employment base.
- Respect that our unique quality of place is key to our current and future economic success.
- Value and nurture Portland-based businesses.

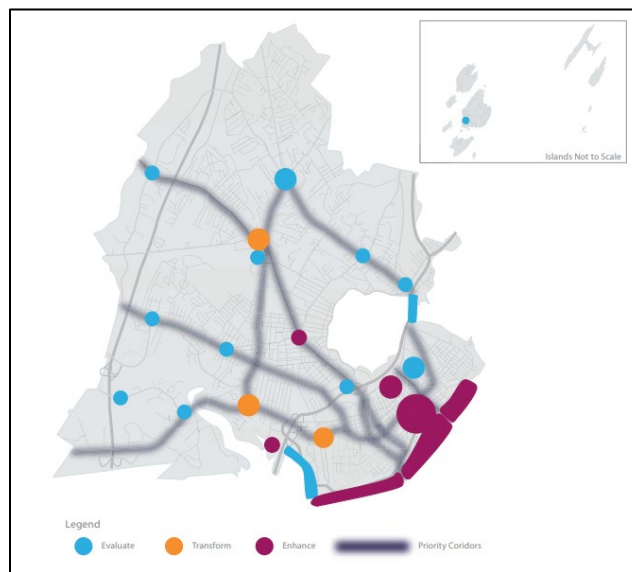


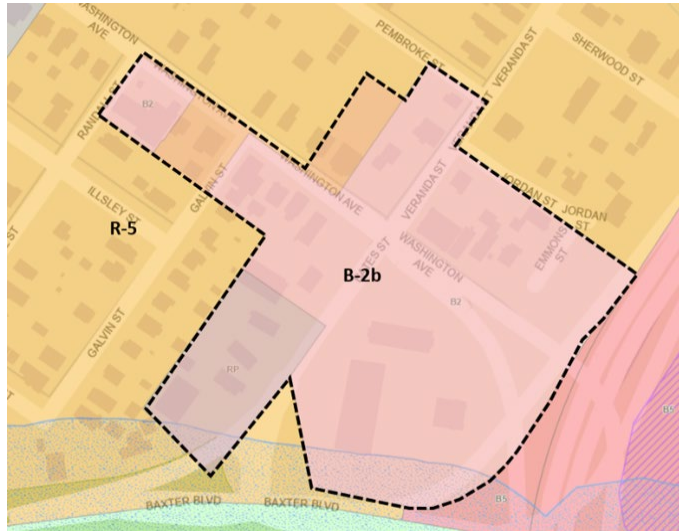
Figure 7: Portland's Plan 2030 Priority Nodes and Corridors Map

## VII. PLANNING BOARD RECOMMENDATION

The Planning Board considered the proposed Zoning Map Amendment at a hearing on September 12, 2023. After deliberation, and on the basis of staff reports, public testimony, and review of applicable policies, the Planning Board voted unanimously 6-0 (Barker absent) to find that the following zoning map amendment is consistent with the Comprehensive Plan and recommends adoption to the City Council:

1. Zoning map amendment for the area of land as shown on the map below and that includes parcels CBLs 429 1001001, 429 1005001, 429 1006001, 429 1007001, 429 J004001, 429 J003001, 429 J002001, 166 G015001, 166 G011001, 166 F003001, 429 C004001, 429 C006001, 429 C007001, 429 H030001, 429 H031001, 429 H047001, 429 H046001, 429 H029001, 429 H028001, 166 F006001,

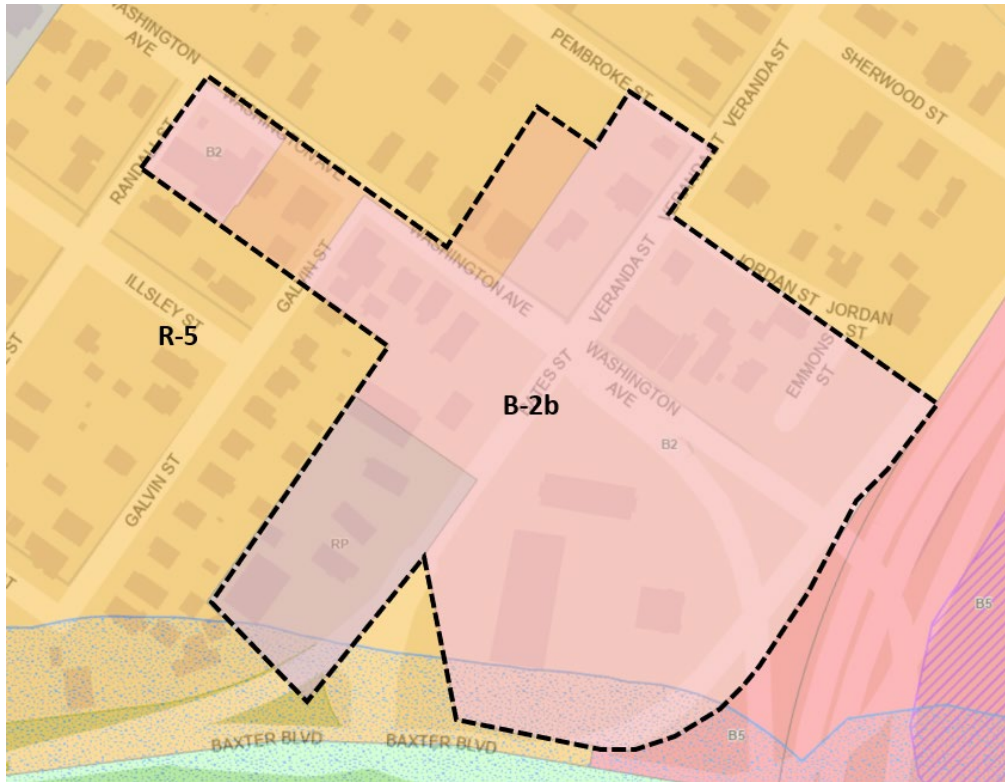
166 F005001, 429 J010001, 429 J007001, 429 J011001, 429 J006001, 429 J005001, 429 C001001, to be rezoned to B-2b.

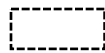


**VIII. ATTACHMENTS**

- A. Zone Map Amendment – R-5, B-2, and RP to B-2b
- B. Planning Board Report –September 8, 2023

**Attachment A – Proposed area to be rezoned**



 Rezoning Boundary

Bates Street Rezoning to B-2b  
 17 and 25 Bates Street  
 Map Amendment  
 ZN-002413-2023  
 Troy Huynh, Applicant

<b>Submitted to:</b>	Portland Planning Board	<b>Prepared By:</b>	Maya Balassa
<b>Public Hearing Date:</b>	September 12, 2023	<b>Date:</b>	September 8, 2023

**I. INTRODUCTION**

Troy Huynh is seeking a zoning map amendment to change the zoning at 17 and 25 Bates Street from R-P Residence Professional zone to B-2 Community Business zone (Figure 1). The action is being sought to facilitate the development of a mixed-use building with ground floor commercial and residential units on the upper floors. The proposed zoning map amendment aims to allow a broader range of uses, including commercial and higher density residential, than is currently allowed in the R-P zone, which aligns more closely with the City’s vision for this area, identified as a priority node in *Portland’s Plan 2030*.

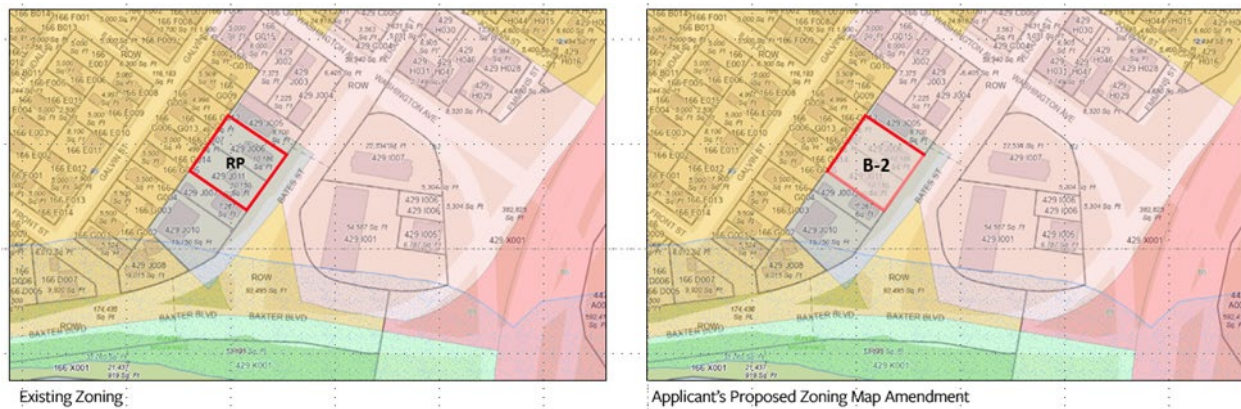


Figure 1: Existing zoning map (left) and applicant’s proposed zoning map amendment to B-2 (right)

At the Planning Board’s June 27<sup>th</sup> workshop, staff recommended that the Board consider rezoning the applicant’s parcels and extend the proposed zoning map amendment boundary to encompass 25 additional parcels, as shown in Figure 2 below (27 total, including the applicant’s two parcels). The City further recommended that these parcels be rezoned to B-2b Community Business, as opposed to B-2, though both zones, B-2 and B-2b, were found by staff to be appropriate and generally consistent with Portland’s Plan 2030. The City’s recommendation is due to slight differences between the dimensional and use standards for the two zones, with those of the B-2b being better aligned with the Future Land Use Plan’s vision for this prominent City node, specifically with respect to urban form. The Planning Board was supportive of the expansion as proposed by staff. As a result, this report will focus on the extended zoning map amendment boundary to B-2b and its compatibility with the City’s Comprehensive Plan.

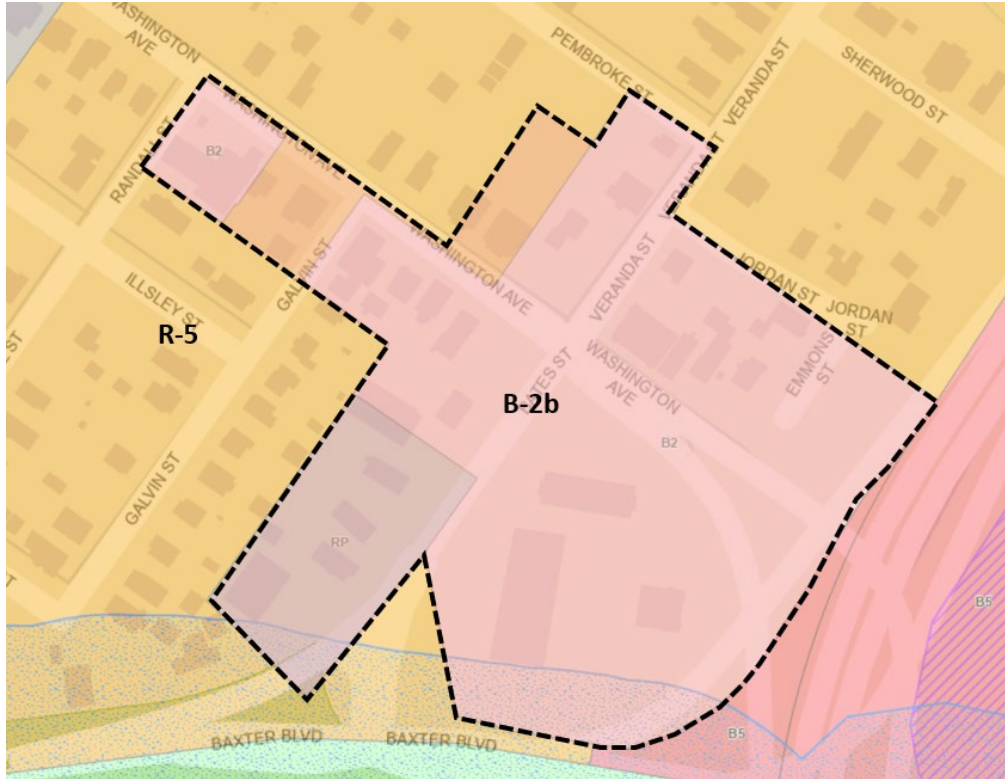


Figure 2: Proposed zoning map amendment for consideration

The Planning and Urban Development Department mailed 153 notices advertising this meeting to property owners within 500 feet of the City-recommended proposed zoning map amendment boundary. A legal advertisement ran in the August 31 and September 5, 2023 editions of the *Portland Press Herald*.

**Applicant:** Troy Huynh  
**Applicant** Sam Lebel; Acorn Engineering  
**Representatives:**

**II. REQUIRED REVIEWS**

<i>Review</i>	<i>Applicable Standards</i>
Consistency with Portland’s Comprehensive Plan	Portland’s Plan 2030

**III. PROJECT DATA**

<b>Existing Zoning</b>	RP Residence Professional
<b>Proposed Zoning</b>	B-2b Community Business

**IV. BACKGROUND & EXISTING CONDITIONS**



Figure 3: View of 17 and 25 Bates Street

The two applicant owned parcels are (429 Jo11 and 429 Jo06), are approximately 20,300 square feet (0.47 acres) combined and zoned R-P Residence Professional. Today, the property is in residential use, with two, one-story residential apartment buildings occupying the site. The site is bounded by Bates Street to the east, an auto service center to the north, and residential uses to the west and south. Immediately east of the site is a three-story retail plaza and commercial office complex.

The applicant's parcels are bordered by the R-5 Residential zone to the west and south and B-5 Business zone to the southeast, beyond I-295. A Recreation Open Space (ROS) zone is mapped to the south along Baxter Blvd. The intersection of Washington Avenue, Bates Street, and Veranda Street is zoned B-2; the cluster of parcels in B-2 at this node contains a variety of uses including, residential (single to 20+ family), retail, restaurant, office business, auto dealership and auto service station.

The B-5 Business zone southeast of the collection of parcels along Washington Avenue beyond I-295, went to a public hearing with the Planning Board to be rezoned to B-5 from the I-M Moderate Impact Industrial zone on November 22, 2022 to facilitate the construction of a mixed-use campus development for The Roux Institute. The zoning map amendment was adopted by the City Council on February 6, 2023, Order 126-22/23.

As part of the [City's Better Bikeways Initiative](#), the City is proposing to transform Baxter Boulevard, Washington Avenue and Veranda Street by creating safer biking and walking crossings at and across Baxter Boulevard and Washington Avenue, and adding bike lanes on Bates and Veranda streets. The City held a public meeting on the proposed changes on May 24<sup>th</sup>. Based on feedback received at that meeting the city is conducting additional analysis to inform final layouts.

The area is accessible to public transit. There are five METRO bus stops within a quarter mile of 17 and 25 Bates Street. Route 9B runs along Washington Avenue, which runs from downtown Portland to North Deering, and route 7 runs along Veranda Street, which runs from Portland to Falmouth.

#### V. PREVIOUS WORKSHOPS

A Planning Board workshop was held on June 27, 2023 for this project. At the workshop Planning Staff provided the Board and public with an overview of the applicant's proposed zoning map amendment. Additionally, staff recommended that the Board consider expanding the zoning boundary and rezoning all property within the boundary, including the applicant's two parcels, to B-2b as opposed to B-2. The Board was supportive of this recommendation by staff. Board members questioned whether the existing low-impact industrial building with retail component, formerly occupied by Botto's Bakery, would be impacted by the proposed rezoning. In response, staff confirmed that the B-2b zone allows low-impact industrial uses less than 10,000 square feet with a retail component, and therefore any future tenant would not be prohibited from utilizing the existing warehousing space, which is below the 10,000 square foot threshold. Additionally, the Board requested that staff confirm that the proposed zoning map amendment would not impact the existing Auto Service Station located at 5 Bates Street. Expansion of auto service stations in existence as of 11/15/1999 are permitted as a conditional use in the B-2b zone. According to assessor's data, 5 Bates Street is occupied by an auto service garage (Chip's Service Center), which was constructed in 1985. Therefore, the existing auto service station would be permitted to expand as a conditional use under the B-2b zone provisions as specified in Table 6-C footnote 4.

There were several members of the public who commented at the workshop and expressed concerns around the uses and dimensional standards allowed in the B-2 and B-2b. Abutters raised concerns regarding the introduction of big box stores and other larger-scale commercial uses along a street that abuts a residential neighborhood. One resident expressed an interest in seeing more neighborhood-oriented businesses, similar to the existing restaurants along Veranda Street. Residents also requested additional justification for staff's proposed expansion. In response, staff informed the Board and public that the existing R-P zone is not a residential zone and noted that the change to B-2b would bring several non-conforming uses into compliance with zoning. Further, staff also noted that Washington Avenue features direct public transit access, and contains a variety of different commercial uses that support the surrounding neighborhoods. The B-2b zone is intended to support walkability and neighborhood compatible business.

#### VI. APPLICANT'S CONCEPTUAL DEVELOPMENT PROPOSAL

The proposed rezoning of 17 Bates Street and 25 Bates Street to B-2b would facilitate the development of a mixed-use commercial and residential development as shown in Figure 3 below. The development contemplated at 17 and 25 Bates Street in this application is conceptual at this stage and no site plan application has yet been submitted. Should the proposed rezoning be approved by the City Council, a site plan application, addressing all applicable land use standards, would be required to be submitted by the applicant to facilitate the development of this project.

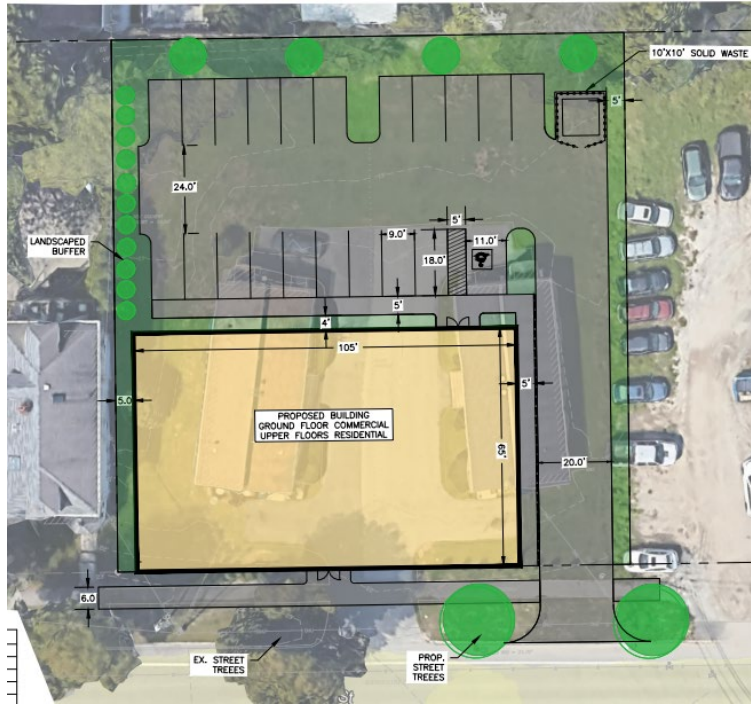


Figure 4: Conceptual proposal for the redevelopment of 17 and 25 Bates Street

**VII. PROPOSED ZONING MAP AMENDMENT**

The proposed zoning map amendment before the Planning Board is to change an existing RP Residence Professional Zone, R-5 Residential Zone, and B-2 Community Business zone to a B-2b Community Business zone as shown in Figure 3 below:

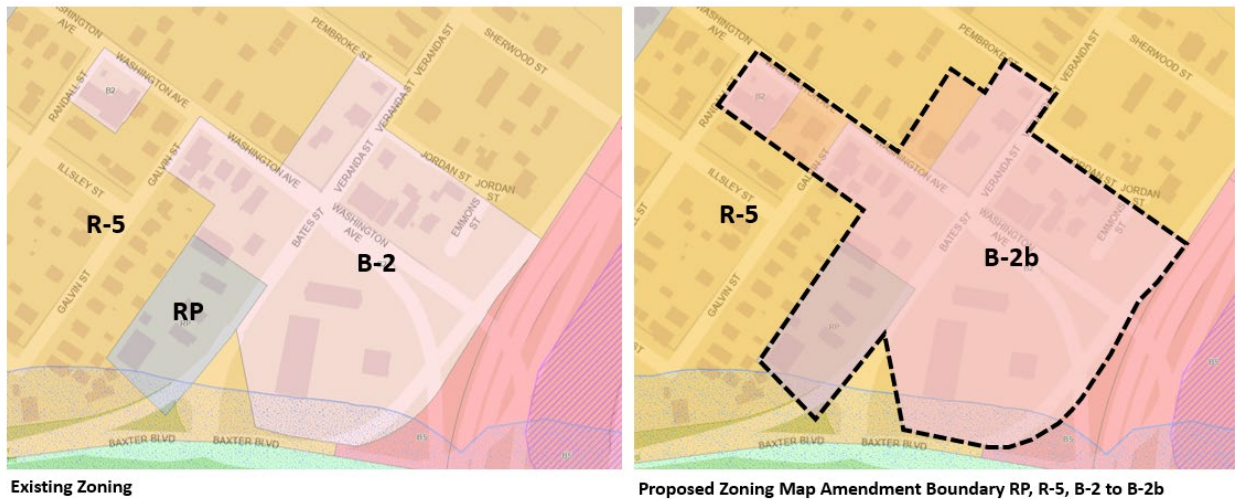


Figure 5: Existing Zoning (left) Proposed Zoning Map Amendment Boundary (Right)

In addition to the applicant’s parcels (429 J006001, 429 J011001) the expanded zoning map amendment boundary would include 25 additional contiguous parcels (27 total). An analysis of each parcel is provided in Table 1. The proposed rezoning to B-2b would not bring any existing properties within the boundary into non-conformity and would result in 523 and 521 Washington Avenue being brought into conformance with zoning. The B-2b zone is more permissive in regards to lot area, lot area per dwelling unit, height, and

impervious surface ratio than the R-P and R-5 zones and would allow single-family, two-family, and multi-family dwellings as a permitted use.

**Table 1 provides the addresses, CBL, zone, and use for the parcels proposed by Planning staff to be rezoned to B-2b.**

TABLE 1: PROPOSED PARCELS TO BE REZONED TO B-2B					
Address	CBL	Zone	Use	Permitted in existing zone	Permitted in B-2b
970 Baxter Blvd	429 1001001	B-2	Office Business	Yes	Yes
476 Washington Ave	429 1005001	B-2	5 to 10 Family	Yes	Yes
484 Washington Ave	429 1006001	B-2	Accessory Parking	Yes	Yes
500 Washington Ave	429 1007001	B-2	Office Business/Retail	Yes	Yes
5 Bates St	429 J004001	B-2	Auto service station	Conditional Use	Conditional Use
522 Washington Ave	429 J003001	B-2	Office Business	Yes	Yes
526 Washington Ave	429 J002001	B-2	Multi-Use Residential	Yes	Yes
532 Washington Ave	166 G015001	B-2	Two Family	Yes	Yes
536 Washington Ave	166 G011001	B-2	Retail Services	Yes	Yes
550 Washington Ave	166 F003001	B-2	Retail Services	Yes	Yes
513 Washington Ave	429 C004001	B-2	Auto dealership	Conditional Use	Conditional Use
14 Veranda St	429 C006001	B-2	Retail Services	Yes	Yes
18 Veranda St	429 C007001	B-2	Retail Services	Yes	Yes
9 Veranda St	429 H030001	B-2	Retail Services	Yes	Yes
505 Washington Ave	429 H031001	B-2	11 to 20 Family (12)	Yes	Yes

501 Washington Ave	429 H047001	B-2	Retail Services	Yes	Yes
9 Jordan St	429 H046001	B-2	Four Family	Yes	Yes
10 Emmons St	429 H029001	B-2	Single Family	Yes	Yes
14 Emmons St	429 H028001	B-2	Two Family	Yes	Yes
542 Washington Ave	166 F006001	R-5	Four Family	Conditional Use	Yes
548 Washington Ave	166 F005001	R-5	Two Family	Yes	Yes
523 and 521 Washington St	429 C006001	R-5	11 to 20 Family	No	Yes
41 Bates St	429 J010001	RP	Office Business	Yes	Yes
29 Bates St	429 J007001	RP	Three Family	Conditional Use	Yes
25 Bates St	429 J011001	RP	Two Family	Yes	Yes
17 Bates St	429 J006001	RP	Two Family	Yes	Yes
13 Bates St	429 J005001	RP/B-2	Vacant Land	Yes	Yes

**ZONING ANALYSIS**

**A. Overview of Zoning Purpose Statements Existing Versus Proposed Zoning**

The area proposed to be rezoned includes property in the R-P Residence Professional Zone, the R-5 Residential zone and the B-2 Community Business zone. The purpose statement for each zone is listed below:

**Existing zones:**

**R-P Residence Professional:** *“to provide appropriate location for the development and operation of low-intensity business uses, including offices on or near major arterials, that are compatible in scale, density and use with surrounding and adjacent residential neighborhoods; or to serve as a transition or buffer zone between residential and more intensive nonresidential zones.”*

**B-2 Community Business:** *“To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing, and services serving the adjoining neighborhoods and the larger community. The variety, sites, and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1/B-1b zones. The zone provides a broad range of goods and services with a mixture of large and small buildings, such as grocery stores, shops and services located in major shopping centers and along arterial streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns. The zone should provide locations for moderate to high-density housing in urban neighborhoods along arterials.”*

**R-5 Residential:** *“to provide appropriate areas of the city for medium-density residential development characterized by single-family, two-family and low-intensity multifamily dwellings on individual lots; to ensure the stability of established medium-density neighborhoods by controlling*

*residential conversions; and to provide for planned residential unit development on substantially-sized parcels.”*

**Proposed Zone:**

**B-2b Community Business:** *“To provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists or where a neighborhood-compatible commercial district is established which exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood-oriented building pattern. The B-2b should provide locations for moderate to high-density housing in urban neighborhoods along arterials.”*

**B. Discussion of Zoning Amendments**

**Use Analysis**

**R-P Residence Professional to B-2b Community Business**

Even though the parcels zoned R-P abut R-5 residential along the rear of their properties, the context along Bates Street and at the intersection of Washington Avenue and Bates Street does not match the intention of the RP. Across the street from the line of RP zoned parcels is a multi-use multi-story building containing offices and retail. The intersection of Bates Street Veranda Street, and Washington Avenue exhibits a pedestrian scale and character with an existing urban and neighborhood-building pattern. Buildings are generally oriented towards the street and built close to the lot lines with larger commercial, mixed-use, and residential buildings fronting onto Bates Street, Veranda Street and Washington Avenue. The connection and proximity to Washington Avenue, an identified priority corridor in Portland’s Plan 2030, and utilized as a major commuter road into Portland’s downtown with excellent access to public transit and nearby trail connections, makes it better suited for the B-2b Community Business zone, which is targeted to not only support neighborhood retail, business and services, but is dimensioned to support a neighborhood scale and encourage walkability.

Permitted uses in the RP zone are specified in Table 6-D of the Land Use Code. The RP zone allows any residential use permitted in the nearest residential zone. In this instance the nearest residential zone is the R-5 Residential Zone. The R-5 zone allows single- and two-family dwellings and allows multi-family as a conditional use only within a non-residential structure existing as of January 1, 1984 and requires 3,000 square feet of land area per dwelling unit. Additionally, the RP zone allows funeral homes, general offices, studios for artists and craftspeople, parks and open, solar energy system, and utility substations. The R-P zone does not allow a number of neighborhood and community retail and business establishments such as retail or restaurants. Whereas, the B-2b zone is intended provide opportunities for mixed-use development and neighborhood and community-oriented business establishments. The B-2b allows single and two-family dwellings as well as multi-family dwellings. In addition, the B-2b zone allows a number of commercial uses outlined in Table 2 below.

**R-5 Residential to B-2b Community Business**

The three parcels currently zoned as R-5, that are recommended to be rezoned to B-2b by Planning staff, are four-family, two-family, and multi-family residential buildings. Two family residential is permitted in both the R-5 and B-2b zones. However, multi-family residential is a conditional use in the R-5. Multi-family residential buildings are permitted in the B-2b. These parcels are also located along Washington Avenue, immediately abutting a METRO bus stop for route 9A and, if rezoned, would connect two existing B-2 zoned parcels with the larger contiguous grouping of B-2 zoned parcels located to the south along Washington

Avenue. These two isolated B-2 parcels are occupied by the now vacant Botto’s Bakery building, which consists of a retail storefront and commercial kitchen, which is considered a low-impact industrial use.

Differences Between the B-2 and B-2b Community Business Zones

There are several differences between the B-2 and B-2b zones. In regards to use, the B-2b zone is less permissive. The B-2b zone does not permit adult business establishments or low impact industrial uses greater than 10,000 square feet, whereas these uses are permitted within the B-2 zone. However, the B-2b zone does allow low-impact industrial uses less than 10,000 square feet with a retail component only. Registered marijuana dispensary and marijuana retail stores are a conditional use in the B-2b, but are permitted in the B-2. Auto service stations are a conditional use in the B-2 zone and prohibited in the B-2b zone, though the B-2b zone does permit the expansion of auto service stations that were in existence as of 11/15/1999 as a conditional use.

*Table 2 provides a comparison of the permitted uses between existing and proposed zone. Uses marked with a ‘P’, are permitted uses in the zone. A ‘C’ indicates a conditional use, otherwise uses are not permitted. The differences between B-2 and B-2b are highlighted in blue.*

TABLE 2: PERMITTED AND CONDITIONAL USES IN B-2 and B-2b		B-2	B-2b
Residential	Single-family dwellings	P	P
	Two-family dwellings	P	P
	Multi-family dwellings	P	P
	Combined Living/working spaces	P	P
	Lodging houses	P	P
	Clinics	P	P
	Lodging houses	P	P
Institutional	Elementary, middle, and secondary schools	P	P
	Governmental uses	P	P
	Long-term and extended care facilities	P	P
	Intermediate care facilities	P	P
	Places of assembly (<10,000 SF)	P	P
	Places of assembly (>10,000 SF)	P	P
	Preschool facilities	P	P
	Post-secondary schools	P	P
Commercial & Other	<b>Adult business establishments</b>	<b>P</b>	
	Auto, boat, related dealerships	C	C
	<b>Auto service stations</b>	<b>C</b>	<b>C</b>
	Bars	P	P
	Bed and breakfasts	P	P
	Funeral homes	P	P
	General offices (all square feet)	P	P
	Hostels	P	P
	<b>Marijuana retail stores</b>	<b>P</b>	<b>C</b>
	<b>Registered marijuana dispensary</b>	<b>P</b>	<b>C</b>

Restaurants	P	P
Retail (all square feet)	P	P
Small-scale marijuana caregiver	P	P
Theater and performance halls	P	P
Veterinary services	P	P
Communication studios	P	P
Dairies	P	P
Laboratory and research facilities	C	C
Low-impact industrial (<10,000 square feet)	P	P
Low-impact industrial (>10,000 square feet)	P	P
Printing and publishing	P	P
Repair services	P	P
Studios for artists and craftspeople	P	P
Warehousing, storage, and distribution	C	C
Parks and open space	P	P
Solar energy systems (minor)	P	P
Utility substations	P	P
Wind energy systems (minor)	C	C

**Dimensional Analysis**

RP

The existing R-P Residence Professional zone requires that residential uses meet the dimensional requirements of the nearest residential zone. In this instance, the nearest residential zone is the R-5 Residential Zone. The R-5 zone limits residential density by requiring a minimum of 3,000 square feet of lot area per dwelling unit and further requires a minimum lot area of 6,000 square feet for all residential uses. Maximum height in the R-5 zone is 35 feet. For non-residential uses, the R-P zone requires a minimum lot area of 6,000 square feet, and 60 feet of street frontage. Front setbacks are required to be 20 feet or the average depth of adjacent front yards. Rear setbacks are required to be 20 feet, and side setbacks are required to be 10 feet for one-story buildings, 12 feet for two-story buildings, and 14 feet for buildings greater than two stories. The maximum permitted building height is 45 feet and the maximum impervious surface ratio is 70%. In comparing the RP and B-2b zones’ maximum heights, the only differences are the B-2b zone allows buildings up to 45 feet or 50 feet if the first floor is in commercial use, a difference of five feet. It should be noted that affordable housing density and dimensional bonus as described in Section 18.2.4 of the Land Use Code are applicable in both the RP and B-2b zones.

B-2 versus B-2b

In comparing the B-2 and B-2b Community Business zones’ dimensional requirements, the only differences are in the maximum height allowed and impervious surface ratio. The maximum height for both zones is 45 ft, or 50 feet if the first floor is in commercial use, however in the B-2 zone, lots larger than five acres are permitted to increase height up to 65 feet in exchange for increasing the building’s setbacks. As there are no lots larger than five acres in this proposed rezoning area, the only relevant difference is the impervious surface ratio. The B-2 zone permits a maximum of 80% imperious area, while the B-2b permits up to 90% impervious surface.

Both of these zones would permit the conceptual development at 17 & 25 Bates Street, and the requested zoning amendment would not result in any new non-conformity, as both the B-2 and B-2b zones are more permissive than both the R-P and R-5 zones.

*Table 3 provides a comparison of the dimensional requirements between the B-2 and B-2b zones*

<b>TABLE 3: Zoning Requirements by Use</b>	<b>B-2</b>	<b>B-2b</b>
Lot area (min.)	None	None
Lo area per dwelling unit off-peninsula (min.)	1,000 SF, except 435 if active street frontage	1,000 SF, except 435 if active street frontage
Lot area per rooming unit off-peninsula (min.)	350 SF	350 SF
Street frontage (min)	20 ft.	20 ft.
Front setback (max)	10 ft.	10 ft.
Structure height – <b>off-peninsula</b> (max.)	45 ft., except 50 ft if first floor is in commercial use, or 65 ft. on lots >5 ac. If required side and rear setbacks are increased by 1 foot for each foot of height over 45 ft.	45 ft., except 50 ft if first floor is in commercial use
Rear setback – principal (min)	10 ft.	10 ft.
Rear setback – accessory (min)	5ft.	5 ft.
Side setback – principal (min)	None	None
Side setback – accessory (min)	5 ft.	5 ft.
Stepbacks (above 35 ft when property abuts a residential zone) (min)	Side: 5 ft. Rear: 15 ft.	Side: 5 ft. Rear: 15 ft.
Floor area	Laboratory and research facilities, warehousing, 10,000 SF	Laboratory and research facilities, warehousing, 10,000 SF
Impervious surface ratio (max)	<b>Residential: None</b> <b>Other uses: 80%</b>	<b>Residential: None</b> <b>Other uses: 90%</b>

VIII. COMPREHENSIVE PLAN ANALYSIS

**Portland's Plan 2030**

Comprehensive Plan goals and policies relevant to the proposed zoning map amendment are included below.

Several aspects of the proposed map amendment are consistent with the goals and objectives of Portland's Plan 2030. The Comprehensive Plan highlights the importance of increasing housing opportunities and for supporting interspersed nodes around the city for concentrated mixed-use activity as a way to support complete neighborhoods. In Portland's Plan 2030, this area is highlighted as a priority node for further evaluation and potential investment to serve neighborhood needs.



Figure 1: Visions of Portland's Plan 2030

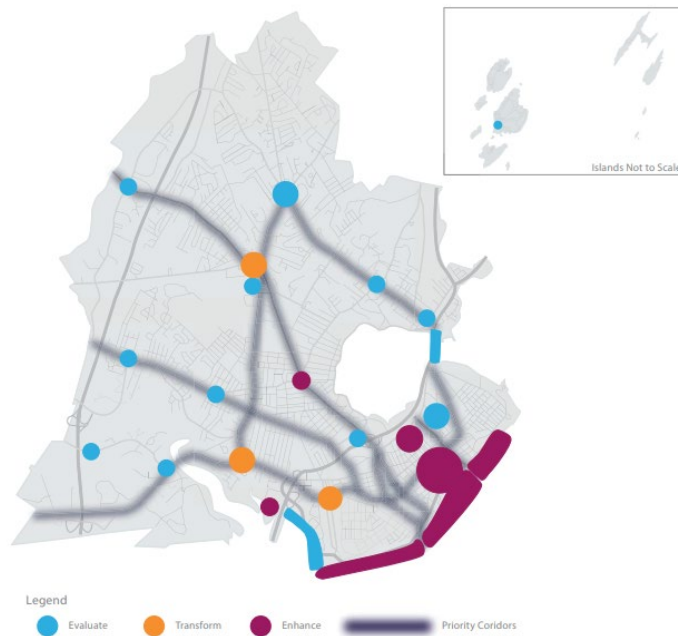


Figure 2 Portland's Plan 2030 Priority Nodes and Corridors

The proposed map amendment would allow for the development of a mixed-use project that would provide additional housing and commercial activity within a key City node, that is convenient to a range of services and amenities, as well as public transportation.

Relevant Comprehensive Plan goals have been excerpted below:

*Housing:*

- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- State Goal: To encourage and promote affordable decent, housing opportunities for all Maine citizens.
- Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as whether it allows for priority in growth areas.
- Future Land Use – Evaluate Nodes: Evaluate the area near the Washington Avenue, Veranda/Bates Street intersection as an area to be assessed for its ability to address neighborhood needs and serve as centers for complete neighborhoods (pg. 84)

*Economic*

- Create economic prosperity by growing Portland’s tax and employment base.
- Respect that our unique quality of place is key to our current and future economic success.
- Value and nurture Portland-based businesses.

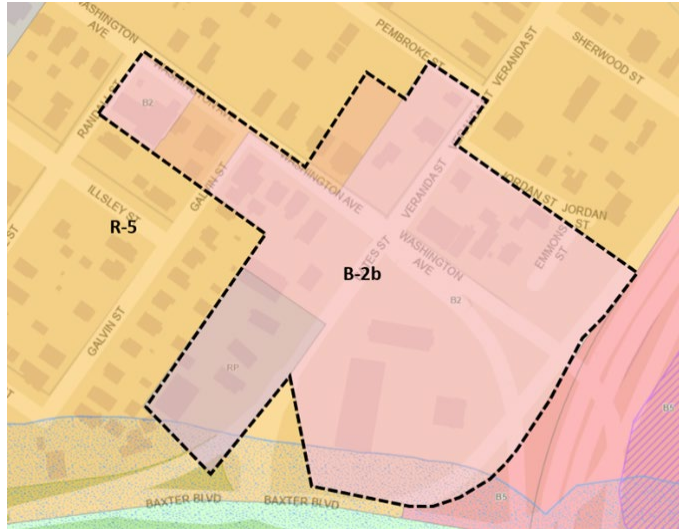
IX. **PUBLIC COMMENT**

No written public comments have been received as of September 6, 2023.

A neighborhood meeting was held by the applicant on May 2, 2023, at GPCOG 970 Baxter Blvd., suite 201 at 5pm. There were five attendees, who raised concerns around potential parking and stormwater impacts that may result from the requested zoning amendment.

X. **PROPOPOSED MOTIONS**

1. On the basis of materials submitted by the applicant, the City of Portland Land Use Code, Portland’s Comprehensive Plan, public comment, and the information provided in the public hearing on September 12, 2023 for the application ZN-002413-2022, and/or other findings, the Planning Board finds that the proposed zoning map amendment **[is/is not]** consistent with the Comprehensive Plan for the city of Portland; therefore, the Planning Board **[recommends/does not recommend]** to the City Council adoption of the Zoning Map Amendment as shown in the map below and include lots CBLs 429 1001001, 429 1005001, 429 1006001, 429 1007001, 429 1004001, 429 1003001, 429 1002001, 166 G015001, 166 G011001, 166 F003001, 429 C004001, 429 C006001, 429 C007001, 429 H030001, 429 H031001, 429 H047001, 429 H046001, 429 H029001, 429 H028001, 166 F006001, 166 F005001, 429 J010001, 429 J007001, 429 J011001, 429 J006001, 429 J005001, 429 C006001 to be rezoned to B-2b.



**XI. ATTACHMENTS**

**APPLICANT'S SUBMITTAL**

- A. Cover Letter
- B. Vicinity Map
- C. Zoning Map
- D. Amendment Checklist
- E. Deed
- F. Concept Site Plan
- G. Neighborhood Meeting
- H. Use Map