

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)

CITY COUNCIL MEETING - NOVEMBER 13, 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. 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 hybrid meeting from Council Chambers, located on the second floor of City Hall. The public may attend the meeting in person, or may participate remotely via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live either in person or via Zoom, a recording will be available in the Agenda Center following the meeting.

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

Please click the link below to join the webinar:

<https://portlandmaine-gov.zoom.us/j/86162429996?pwd=RHkvUktHcWwyVi9xY3N2Q2NOdFlhQT09>

Passcode: 462065

Or One tap mobile :

+16469313860,,86162429996#,,,,*462065# US

+19292056099,,86162429996#,,,,*462065# US (New York)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

RECOGNITIONS:

Recognizing sixth and seventh grade students for their efforts in keeping the Oakdale/Back Cove neighborhoods clean by collecting trash - Kate Snyder, Mayor

ANNUAL MEETING:

Annual Meeting of the Corporator of Creative Portland to Accept as a Communication the Annual Report of Creative Portland for FY2023

Pursuant to the Bylaws of Creative Portland (CP), the Portland City Council, as Corporator of Creative Portland, shall hold its annual meeting in the month of November each year or at a special meeting. This year's Annual Meeting Agenda includes:

1. Accepting as a Communication Item the CP FY2023 Activity and Financial Reports; and,
2. Transaction of other business as may be deemed necessary.

In addition to Creative Portland's signature program, the First Friday Art Walk, notable contributions in FY2023 included:

1. Creative Portland Marketing Wheel: A [Monthly Arts Update](#) is published as a newsletter each month. Summer 2023 attracted 1500 app users and increased traffic to the [new website](#) and [Creative Portland app](#) that includes a free artist directory, self-guided tours & lists of galleries, museums, creative chefs & restaurants, a mural tour and a GPS map of public restrooms and cultural events to increase access to the arts.
2. [Arts Economic Prosperity 6 \(AEP6\)](#): Creative Portland facilitated the data collection for 60 nonprofit organizations and over 350 audience surveys, revealing 86 million in nonprofit arts & culture economic activity in Portland.
3. [Creative Bus Shelter Initiative](#): Implemented a second NEA Our Town Grant (\$25,000 matching grant) for the Creative Bus Shelter Initiative Round 2, with five additional public art installations in August 2022, in collaboration with GP METRO and GPCOG, for a total of nine creative shelters, on and off the peninsula. The Mayor, City Manager and other city partners, including Public Health, attended the ribbon-cutting ceremonies.
4. [Summer Stage Series 2022-2023](#): a free LIVE concert for all ages in Monument Square from 5-8pm during [First Friday Art Walk](#).
5. The [4th Annual Portland Arts & Culture Summit](#) was held on September 20, 2022

at Cove Street Arts.

6. [Fiscal Sponsorship program](#) including Portland Theater Festival, Gulf of Maine Eco Arts, Arts at Greenwood Garden, Pecha Kucha, and Portland Dance Project.

7. The [Artist Relief Fund](#): Established in March 2020, raised over 95K total and disbursed awards to over 100 artists and musicians in the gig economy.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Minutes from the October 16, 2023 Council Meeting

PROCLAMATIONS:

Proclamation 12-23/24 Recognizing November 2023 as Native American Heritage Month - Sponsored by Kate Snyder, Mayor

Proclamation 13-23/24 Honoring the City of Portland First Responders who Assisted with the Lewiston Mass Shooting Response Effort - Sponsored by Kate Snyder, Mayor

APPOINTMENTS:

Order 62-23/24 Confirming the Appointment of Gregory Watson as Housing & Economic Development Director - Sponsored by Danielle P. West, City Manager

Gregory Watson will serve as Director of the Housing & Economic Development Department. This order would confirm his appointment and set his salary at \$138,960.00.

Staff is requesting that this order be passed as an emergency to allow Gregory Watson to start work immediately. Seven affirmative votes are required for passage as an emergency after public comment.

LICENSES:

Order 63-23/24 Granting Municipal Officers' Approval of Argenta Brewing Company LLC, dba Argenta Brewing Company. Application for B/W/D on-premise consumption at 82 Hanover Street - Sponsored by Danielle P. West, City Manager

Application was filed on 10/05/23. Location was previously Banded Horn Brewing Company. New City application.

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

Communication 15-23/24 Fiscal Year End 2023 Annual Tax Increment Financing Report - Housing & Economic Development Committee, Councilor Pious Ali, Chair

The City of Portland Tax Increment Financing (TIF) Policy requires that an Annual TIF District Activity Report be provided to the City Council, and this Report attached is being presented to the City Council as a communication.

The City Council took up the following items during FY2023:

A. Approved an Affordable Housing TIF District with 45 Dougherty LP, at 43 and 91 Douglass Street (former West School site), to construct 63 units of rental housing, with 46 units maintaining affordability for households earning at or below 60% of AMI.

B. Approved the City’s Affordable Housing Development and TIF District Application for future AHTIF Districts.

The Report also has a table showing the past five-year trend, as well as an Appendix which lists all the current TIFs and financial activity associated with each district.

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

Communication 16-23/24 Update re: Emergency Shelter at 166 Riverside Parkway - Danielle P. West, City Manager

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

Communication 18-23/24 Greater Portland Transit District 2024 Budget and Local Assessments - Danielle P. West, City Manager

On October 26, 2023, Metro’s Board of Directors unanimously approved the 2024 budget and municipal assessments. Please note that the municipal assessments needed for Metro's FY 2024 correspond with the City of Portland's 2024-25 fiscal year.

In accordance with 30-A-MRS §3516, the city’s “municipal officers” (i.e., the City/Town Councils) are required to notify Metro of action to reject the assessment within thirty (30) calendar days of this submission. Acceptance of the budget and local assessment is achieved either through formal council action or no action at all.

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

Communication 19-23/24 Letter requesting support for the City of Portland Resettlement Program - Kate Snyder, Mayor

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

RESOLUTIONS:

Resolution 3-23/24 Supporting the Establishment of a Sister City Relationship with Garissa Township, Kenya - Sponsored by Mark Dion, Councilor

The City of Garissa, Kenya, was proposed as a sister city for Portland, Maine by the Nurture Horn Afric Foundation, a nonprofit with an office in Nairobi, Kenya and in Portland, Maine. The Foundation was started by Somali refugees who were in refugee camps in Kenya and met each other in the United States as refugees.

The City of Portland, Maine, is a member of Sister Cities International and has enjoyed fruitful sister City relationships with cities in countries around the world. If passed, this Resolution would declare Garissa a new Sister City of Portland, and allow for meaningful exchanges in the future.

Five affirmative votes are required for passage after public comment.

Resolution 4-23/24 Supporting an Assault Rifle Ban and Other Gun Regulations in the State of Maine - Sponsored by Pious Ali, Councilor

Following the tragic mass shooting in Lewiston on October 25, 2023 in Lewiston, in which 18 people were murdered and 13 injured by a shooter using an automatic weapon, this Resolution is presented to put on record the Mayor and the Portland City Council's support for an assault weapon ban and additional gun regulation at the State level.

Five affirmative votes are required for passage after public comment.

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 was 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.)

On October 16, 2023, the Council reconsidered the indefinite postponement of the item, which failed to pass (4-5). Reconsideration of the main motion failed (4-4), resulting in its inclusion on the November 13, 2023 agenda.

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 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 & 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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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 & 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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment. Staff request that this item be postponed to the December 18, 2023 Council meeting when other Planning items are being considered by the Council.

ORDERS:

Order 64-23/24 Authorizing Stadium Use Agreement with Portland United, LLC (USL Soccer) for the Use and Occupancy of Fitzpatrick Stadium - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

On October 10, 2023, the Housing & Economic Development Committee reviewed the proposed Use Agreement and voted 4-0 to forward it to the City Council for approval.

The proposed Stadium Use Agreement between Portland United LLC and the City is the result of negotiations to bring a United Soccer League (USL) franchise to Portland and to have the Fitzpatrick Stadium as the headquarters for that League's for home games. The initial term of the Agreement would be for five years beginning February 1, 2024, with options for two additional 5-year terms. It would allow for Portland United to have 25 game dates, with scheduling done in advance to allow for other users, i.e., Portland Schools and others, to continue as they have in the past to hold games/events as needed.

Portland United will expend not less than \$1,000,000 in improvements to the Stadium, i.e., new locker rooms, storage, ticketing entrance, lighting, press box, and a new audio and broadcasting system. It would also contribute \$200,000 towards the cost of constructing a new synthetic turf field. Because of this expense, there would be no use fee payments in years 1-10 due to that investment for stadium renovations. If Portland United exercises the second extension beginning in the 11th year, it would pay the current use and rental fees and other fees and charges the City would charge to other occupants.

Portland United would also be responsible for concessions during their events and will retain all net concession revenue. The City would operate the parking facilities and retain all net parking revenue. The City could also receive all net parking revenue of any Portland United operated parking facility and receive 15% of net signage revenue.

Five affirmative votes are required for passage after public comment.

Order 65-23/24 Accepting and Appropriating a \$79,630 U.S. Department of Justice Byrne Memorial Justice Assistance Grant - Sponsored by Danielle P. West, City Manager

This item accepts and appropriates a \$79,630 grant awarded to the Police Department by the U.S. Department of Justice Office of Justice Programs. The Justice Assistance Grant is an annual formula grant made to law enforcement agencies. Award amounts are determined by a statutory formula, which considers violent crime statistics and population and funds may be used for a wide variety of activities pertaining to crime prevention, control, or reduction, or enforcement of the criminal law.

As indicated in the August 7, 2023 memorandum to Council, PPD intends to utilize this grant award to purchase technology and equipment. Specifically, the Department intends to purchase mobile data terminals, laptop and desktop computers and mobile video recorders.

This item must be read on two separate days. Due to a deadline set by the Department of Justice, staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following public comment.

Order 66-23/24 Approving the Second Amendment to Purchase and Sale Agreement with Douglass Commons LLC for 43 and 91 Douglass Street - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

On October 24, 2023, the Housing and Economic Development Committee voted (4-0) to recommend the City Council enter into an Amendment to the Purchase and Sale Agreement for City-owned property at 43 and 91 Douglass Street (i.e. Dougherty Commons).

On May 21, 2021, the City entered into a Purchase and Sale Agreement, as amended by a First Amendment to the Purchase and Sale Agreement dated November 20, 2022 with Douglass Commons LLC for an affordable housing development at 43 and 91 Douglass Street.

Originally, Douglass Commons LLC (comprised of the Szanton Company and Maine Cooperative Developers Partners) proposed creating a rental housing project and a cooperative housing project on the site. The scope of the project has changed. Douglass Commons LLC has decided to restructure the project and now intends to declare a three-unit condominium on the property, with Unit 1 consisting of 63 units of residential rental apartments in a five-story building (no change), Unit 2 consisting of 20 home ownership condominiums units in two buildings (a change from the original limited equity cooperative units proposal), and Unit 3 consisting of 42 units of residential rental apartments (a change from the original limited equity cooperative units). Douglass Commons LLC is also requesting to extend the Closing Date and, change the construction commencement dates.

Five affirmative votes are required for passage after public comment.

Order 67-23/24 Order Accepting and Appropriating Asset Forfeiture Funds to the Portland Police Department - Sponsored by Danielle P. West, City Manager

The Portland Police Department assisted with a multi-year Federal investigation which resulted in a 2017 arrest and significant asset forfeitures under the Department of Justice and the Department of the Treasury Asset Forfeiture Programs. These programs are, first and foremost, law enforcement programs and funding must only be used by the local law enforcement agency within specific permissible uses. This action accepts and appropriates \$875,000 in asset forfeiture funding and appropriates it towards \$875,000 of permissible uses.

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

Order 69-23/24 Approving the One-Year Extension of the Collective Bargaining Agreement with the Portland Police Superior Officers Association - Sponsored by Danielle P. West, City Manager

This item extends the negotiated collective bargaining agreement between the City and the Portland Police Superior Officers Association (“PPSOA”) which is set to expire on December 31, 2023. The proposed agreement would extend the collective bargaining agreement for one (1) year and provide a four (4%) percent increase to superior officers effective July 7, 2024. This proposal is presented after previously receiving guidance from the City Council in executive session and after having been approved by the PPSOA.

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

AMENDMENTS:

Order 68-23/24 Amendment to Portland City Code Chapters 17, 18, and 25 re: Camping and Loitering on Public Property - Sponsored by Roberto Rodriguez, Councilor, and Anna Trevororrow, Councilor

This order includes amendments proposed by Councilors Anna Trevororrow and Roberto Rodríguez to Chapters 17, 18, and 25 of the City Code that would create a temporary exception to the City's prohibition on camping and loitering on City property and would allow unhoused people to camp on certain public property from the effective date of the amendments to April 30, 2024. The amendments do not allow camping in certain specified locations, including downtown streets or sidewalks, playgrounds, City Hall Plaza, Monument Square, and within 250 feet of schools.

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: October 17, 2023
SUBJECT: Annual Meeting of the Corporator of Creative Portland to Accept as a Communication the Annual Report of Creative Portland for FY2023
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 11/13/2023

Final Action 11/13/2023

Can action be taken at a later date: Yes

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

PRESENTATION: Kate Anker, President/Creative Portland Board, 2 Minutes; Dinah Minot, Creative Portland Executive Director, 2 Minutes

I. SUMMARY

At the November 1, 2023, meeting of the Creative Portland Board of Directors, it voted to forward its FYE2023 Annual Report to the City Council as a Communication.

II. AGENDA DESCRIPTION

Pursuant to the Bylaws of Creative Portland (CP), the Portland City Council, as Corporator of Creative Portland, shall hold its annual meeting in the month of November each year or at a special meeting. This year's Annual Meeting Agenda includes:

1. Accepting as a Communication Item the CP FY2023 Activity and Financial Reports; and,
2. Transaction of other business as may be deemed necessary.

In addition to Creative Portland's signature program, the First Friday Art Walk, notable contributions in FY2023 included:

1. Creative Portland Marketing Wheel: A [Monthly Arts Update](#) is published as a newsletter each month. Summer 2023 attracted 1500 app users and increased traffic to the [new website](#) and [Creative Portland app](#) that includes a free artist directory, self-guided tours & lists of galleries, museums, creative chefs & restaurants, a mural tour and a GPS map of public restrooms and cultural events to increase access to the arts.
2. [Arts Economic Prosperity 6 \(AEP6\)](#): Creative Portland facilitated the data collection for 60 nonprofit organizations and over 350 audience surveys, revealing 86 million in nonprofit arts & culture economic activity in Portland.
3. [Creative Bus Shelter Initiative](#): Implemented a second NEA Our Town Grant (\$25,000 matching grant) for the Creative Bus Shelter Initiative Round 2, with five additional public art installations in August 2022, in collaboration with GP METRO and GPCOG, for a total of nine creative shelters, on and off the peninsula. The Mayor, City Manager and other city partners, including Public Health, attended the ribbon-cutting ceremonies.
4. [Summer Stage Series 2022-2023](#): a free LIVE concert for all ages in Monument Square from 5-8pm during

First Friday Art Walk.

5. The [4th Annual Portland Arts & Culture Summit](#) was held on September 20, 2022 at Cove Street Arts.

6. [Fiscal Sponsorship program](#) including Portland Theater Festival, Gulf of Maine Eco Arts, Arts at Greenwood Garden, Pecha Kucha, and Portland Dance Project.

7. The [Artist Relief Fund](#): Established in March 2020, raised over 95K total and disbursed awards to over 100 artists and musicians in the gig economy.

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result of the Annual Meeting of the Corporator would be for it to receive and accept the annual Activity and Financial Report and be provided an update of Creative Portland's highlights during FY2023.

V. FINANCIAL IMPACT

There is no financial impact associated with this action.

VI. STAFF ANALYSIS AND BACKGROUND

Creative Portland staff is requesting the Annual Meeting of the Corporator of Creative Portland be held on November 13, 2023.

VII. RECOMMENDATION

It is recommended that the City Council hold its Annual Meeting of Creative Portland on November 13, 2023.

VIII. LIST ATTACHMENTS

1. CP Annual Report FY2023

Prepared by:

Mary Davis, Division Director

Date: 10/17/2023

CREATIVE PORTLAND CORPORATION

FISCAL YEAR 2023 ANNUAL REPORT

MISSION & VISION

Creative Portland was founded in 2008 by the Portland City Council to grow and support the creative economy. Our mission is to support the creative economy through the arts by providing essential resources, by fostering partnerships, and by promoting Portland's artistic talents and cultural assets. As the City's official nonprofit arts agency, we support economic development efforts by strengthening and stimulating our workforce, creative industries, and enterprises.

Executive Summary:

The Creative Portland Corporation (CP) submits its fourteenth Annual Report to the Portland City Council, Corporator of Creative Portland, for the fiscal year ending on June 30, 2023.

Creative Portland took center stage to represent Portland in facilitating the 2023 Arts & Economic Prosperity 6 survey (AEP6), spearheaded by [Americans for the Arts](#) (AFTA), a national nonprofit whose mission is to advance the arts in the United States. To inform decision-makers about the arts, AFTA gathers, generates, and disseminates data, information, and the tools needed by arts industry stakeholders. Its areas of focus expand the conversation about arts policy, foster greater awareness of the role and value of the arts in community life, and promote greater access to the arts by advancing community-based cultural organizations nationwide.

The [Arts & Economic Prosperity \(AEP6\)](#) Portland summary showed that the nonprofit arts industry generated \$86 million in economic activity in Portland, supporting 1,872 jobs, and generating over \$20.7 million in local and state government revenues. Our local nonprofit arts and culture organizations have been and will continue to be critical engines for our creative economy.

Creative Portland's role as a resource to the City and to cultural and arts stakeholders was also recognized in two distinct ways.

One: Creative Portland in the City's Housing and Economic Development Department (HEDD) had two full-time employees who implemented a work

plan for FY23 recommended by its board of directors, half of whom are appointed by the sole corporator, the City of Portland.

With City Council approval in the FY '24 budget, CP staff has transitioned from full-time city employees to full-time Creative Portland employees, effective October 1, 2023. This change will continue to allow CP to leverage our capacity to oversee and fulfill arts-related projects in a variety of artistic genres, including visual arts and performing arts. As a quasi-municipal organization, we will look forward to nurturing relationships with elected city officials and to sharing our art initiatives and programs that impact the City. Our goal is to work with the Portland Public Art Committee and the Planning Department to streamline a process for Arts oversight with regard to new public art initiatives and/or requests.

Two: Creative Portland's nonprofit status allows for fundraising and outreach to the private sector, as well as grant applications to foundations and state and federal agencies. Grant awards in FY23 supported our creative bus shelter initiative, as well as the marketing for the Creative Portland website and a compatible cultural app to increase access to the arts.

Financial Summary:

A financial summary of CP's FY23 revenue and expenses is included with this document, revealing a cash deficit of \$17,645 accounted for by reserved funds from prior years, on an accrual basis.

The Creative Portland Board of Directors appreciates the annual pre-approved 2022-23 TIF funds of approximately \$100,000, capped by the Downtown TOD TIF District through FY2045, plus an allocation from the general surplus fund of \$18,000. In addition, the City reimbursed Creative Portland \$18,000 in June 2023 for a part-time employee. The future plan for FY24, recommended in the City Manager's budget, (and approved by the Council in July) allocates \$200,000 per year to Creative Portland, and will involve an employee separation from the City, with increased TIF funds allocated directly to the nonprofit to cover salaries and benefits for the organization.

Creative Portland's public and private sources in cash grants and donations totalled \$141,959 plus hundreds of hours of in-kind support contributed by dozens of volunteers.

CREATIVE PORTLAND ACCOMPLISHMENTS:2022-23

Creative Portland Marketing Wheel programs:

- 1) Creative Portland App
- 2) Creative Portland Website
- 3) Social Media program
- 4) First Friday Art Walk
- 5) Monthly Arts Update Newsletter

Creative Portland App

A groundbreaking digital marketing tool (for ios users) launched to the public in April 2023, and is now available at the apple store. The Creative Portland App offers 24/7 access to cultural event listings plus self-guided tours and access to activities in the local arts community. Creative Portland presented a soft launch to the arts community at the Arts & Culture Summit in September 2022 to introduce the app features and to generate interest in community partnerships. A Maine Office of Tourism (MOT) Enterprise Marketing Grant of 10K was awarded to CP, allowing the hire of Townsquare Media to implement a launch campaign to increase app downloads. Approximately 1500 downloads have been generated, free of charge to visitors and patrons.

The [**Creative Portland Website**](#) shares the same database & CRM, developed by Yarn Corporation, using an Amazon platform. Content is shared and applied between the two formats, allowing for Android users to access the same content, except for GPS locators that are available on the app wayfinding device. Website users can also access resources such as economic impact data, grant opportunities, open calls, a free artist directory, a free cultural organization directory, and an archive of all monthly newsletters.

First Friday Art Walk (FFAW) - First Friday resumed and bounced back in FY23 with over 35 arts organizations participating in the Fall and winter months and over 50 participating venues or events in the summer months.

Now in its 22nd year, the Art Walk attracts thousands to downtown Portland for Maine's largest monthly free cultural event. Based on research conducted in 2011 by USM Muskie School, it was estimated that the Art Walk brings well over \$1 million to the local economy every year, as consumers spend an average of \$28 per person (in 2022, the figure is \$38 per person according to the AEP6 Arts & Economic Prosperity Survey, conducted by Americans for the Arts) when attending a Portland cultural event.

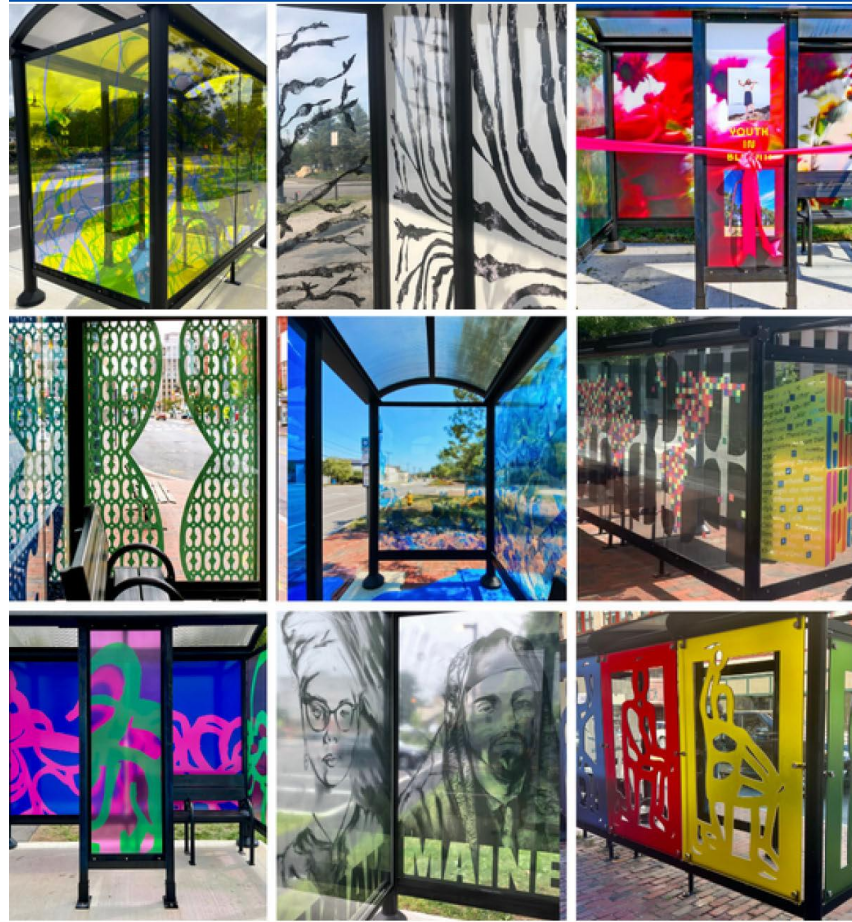
Creative Portland promotes and manages the Art Walk with a complete Art Walk Map & Guide, published in Maine Today and the Forecaster newspapers, as well as on the Creative Portland website, Creative Portland app and the City Round-Up Newsletter. Longtime media partner Portland Phoenix closed its business in 2023. In its place, Creative Portland secured the sponsorship of Maine Trust for Local News, the new nonprofit owner of the Portland Press Herald.

The success of the Art Walk has attracted visitors from all over the state. City departments are currently working with CP to ensure safety and code compliance, particularly when crowds swell during the summer months.

Monthly Arts Update Newsletter

The [Monthly Arts Update](#) newsletter is distributed to 5000 arts community stakeholders and is published on the first of each month. All issues are [archived on the website](#) and include an update from the executive director, monthly event listings covering all artistic genres (visual, music, dance, performing arts, literary arts, cultural workshops), opportunities for artists and cultural orgs, including grant opportunities issued by the City and State, and community news.

CREATIVE BUS SHELTER INITIATIVE



Nine creative bus shelters, five created by immigrants, have been installed on and off the peninsula. The [Creative Bus Shelter project](#) strengthens communities by engaging local artists and arts administrators, in partnership with transit providers, and in collaboration with the Office of Economic Opportunity and the Greater Portland Immigrant Welcome Center, for positive social impact and systems change. The goals are to encourage multi-modal transportation, increase ridership, and to promote awareness and social acceptance through art installations that utilize bus shelters as the canvas for public art on the theme of celebrating diversity and inclusion.

NEA Our Town Grant - Creative Bus Shelter Initiative

Five new public art creative bus shelter designs were installed in August 2022 on and off the peninsula in Portland, contributing a total of nine public art installations on existing METRO bus shelters. Ribbon-cutting ceremonies took place at each bus shelter, with the artist, community partners GPCOG and GPMetro, community leaders, community stakeholders, and elected officials. A self-guided tour of all the bus shelter designs is accessible on the Creative Portland website and on the Creative Portland app.

In March 2021, Creative Portland was awarded its second National Endowment for the Arts (NEA) grant. The first grant was received in April 2019 for Phase One of the Creative Bus Shelter initiative, which included

four shelter designs by local artists. The second phase of the community arts-based initiative expanded the artistic installations from four to a total of nine creative bus shelters.

The program provides Maine artists with an opportunity to create public art in Portland, while spotlighting public transit. The \$25,000 matching grant supports phase two of a creative placemaking initiative to design artistic bus shelters celebrating the City's racially diverse communities, including immigrant and refugee populations. The unique project engages local artists and arts administrators, in partnership with transit providers, private vendors and fabricators. It allows for collaboration with the Office of Economic Opportunity, Portland Public Health, and the Greater Portland Immigrant Welcome Center, to create art-based community projects for positive social impact.

The Creative Shelter review committee consisted of Dinah Minot of Creative Portland and partners, Greg Jordan of GP METRO and Kat Violette of Greater Portland Council of Governments. Other members of the team included Kelly Hrenko of the University of Southern Maine, Daniel Minter of Indigo Art Alliance and Ebenezer Akakpo of Akakpo & Co. An open call was issued for Phase 2, with co-sponsors Designtex and 3form. Artists selected to create and install designs included Zenab Bastawala, Karen Merritt, Titi de Baccarat, Ben Potter, Carter Shappy and Jocelyn Lee.



SUMMER STAGE SERIES

Summer Stage Series in Monument Square

For the third consecutive summer, live performances by local artists were planned for four outdoor concerts during First Friday Art Walk in the summer of 2023. These performances are free for all ages, from 5-8pm. The purpose of the Summer Stage program is to showcase local artists from a variety of musical genres and to invite public engagement in the performing arts, in a fun, free, safe environment on city property in Monument Square. Unfortunately, the third year was not nearly as successful as the first two years. Rain and inclement weather caused postponements, as well as malfunctioning power boxes in Monument Square.

Arts & Culture S u m m i t



The Fourth Annual Arts & Culture Summit was held on Tuesday, September 20, 2022 at Cove Street Arts.

Portland Arts & Culture Summit

The September 20, 2022 Arts & Culture Summit hosted by Creative Portland, convened over 200 artists, arts & cultural leaders, creative business owners, developers, investors, and city staff under one roof at Cove Street Arts. The agenda included the presentation of the Creative Bus Shelter installations and the soft launch of the Creative Portland app, and also included two panels: one on inclusive best practices and another focusing on grant opportunities. Proposed for 2024, the fifth bi-annual Arts & Culture Summit, will convene every other year in the future to address best practices, strategic planning, and progress on the Cultural Plan Update of 2018.



Creative Portland Art Gallery

The Creative Portland gallery at 84 Free Street is open to the public five days a week and showcases emerging and established local artists. Creative Portland's large volunteer pool is engaged to curate the exhibition. [**The RESILIENCE show**](#), the 6th juried exhibition at Creative Portland, and the first in-person opening in three years, took place on May 5, 2023. Nearly 100 guests visited the gallery for the opening reception, to view 17 local exhibiting artists from the Greater Portland area. The show can be seen through April 2024.

The Arts & Economic Prosperity 6 (AEP6)

Portland's participation in the [**AEP6 study**](#) (2022 data) was funded and managed by Creative Portland, as part of a national study to reveal the social and economic impacts of the arts. Survey participants from 60 nonprofit organizations recorded their expenditures and economic activity. A second audience survey was also conducted, with the support of HEDD staff, that revealed an average of \$38.29 per person in local spending in addition to the ticketed event (concert, art opening or performing arts event). All data was collected before June 2023 for [**October 2023 data results featuring the City of Portland**](#).

National Arts Advocacy

Creative Portland's Executive Director, Dinah Minot, was selected to represent Maine for the [Americans for the Arts](#) (AFTA) Legislative FLY-IN. Minot participated in two art advocacy trips to Capitol Hill, one in April 2023 and one in October 2023, at AFTA's expense.

As the Art Captain representing Maine, Minot was trained by AFTA staff in a one-day session, along with a cohort of 14 other reps from over 10 states, to lobby Maine Congressional leaders on the following day in one-on-one meetings with Senator Susan Collins, Senator Angus King, and Congresswoman Chellie Pingree, to ask for their support and subsequent vote on President Biden's recommended funding for the National Endowment for the Arts and the National Endowment for the Humanities. In addition, new funding sponsored by the Department of Defense for art therapy activities for veterans and active military is also on the table for Congress to approve.

Fiscal Sponsorships

An important way CP serves the creative community (and earns modest revenues for CP) is as the fiscal sponsor for creative initiatives that require a 501(c)(3) organization to apply for grants and accept donations on their behalf. In FY23, due to reduced staff, we limited our fiscal sponsorships to only a few, receiving \$1683 in fees. They included:

- **Portland Theater Festival:** Summer 2023 was the third season of the Portland Theater Festival, with growing audiences for two theatrical productions plus exemplary performance reviews in multiple venue spaces.
- **Arts at Greenwood - a concert series on Peaks Island**
- **Gulf of Maine Eco Arts:** Via communication, hands-on artwork, events and education, Gulf of Maine Eco Arts (GMEA) promotes awareness of the climate crisis, encourages stewardship and action, and effects change.

INSTAGRAM & FACEBOOK (a growing audience):

CP attracted over 4000 instagram followers between 2017 & 2022 and an additional 1000 followers through June 2023 (total 5000 followers) and currently has 7500 followers on Facebook.

CREATIVE PORTLAND FORMATION HISTORY

The City Council, by Order #92 passed November 17, 2008, authorized the establishment of Creative Portland (CP) as an economic development initiative to support Portland's creative economy. Formation of the Board of Directors was completed in the summer of 2009, with almost half of the Board appointments made by the city. One member of the City Council (Tae Chong in 2021-22 and Andrew Zarro in 2022-23) served as the City Council representative and Anne McGuire, Portland's Assistant City Manager, serves as the City Manager's representative on the CP Board. Dinah Minot serves as Assistant Secretary and non-voting member.

CREATIVE PORTLAND BOARD OF DIRECTORS FY23:

Kate Anker (President), Running With Scissors Artist Studios

Kirstie Archambault, Visit Portland

Maile Buker, Consultant, Chief Outsiders

David Brenerman (Secretary), Former Mayor and City Councilor

Tae Chong, Maine State Chamber (former City Councilor)

Gibrian Foltz (Treasurer), Baker Newman Noyes

Eliza Ginn, Partners for Common Good

Lindsay Hancock, artist & grant writer

Clare E. Hannan, Maine Public

Herb Ivy, Townsquare Media

Anne McGuire, (ex officio), City of Portland - Assistant City Manager

Dinah Minot (Assistant Secretary), Creative Portland

Daniel Minter, artist & co-founder, Indigo Arts Alliance

Zoe Salhouli, NEAAO (New England Arab American Organization)

Matt Schwach, Retired marketing executive

Councilor Andrew Zarro (ex-officio), Portland City Councilor

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/6493/media>.

PLEDGE OF ALLEGIANCE:

Mayor Snyder led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Snyder called the meeting to order at 5:02pm.

City Councilors Present: Councilor Rodriguez, Councilor Dion, Councilor Ali, Councilor Zarro, Councilor Trevorro, Councilor Pelletier, Councilor Phillips, Mayor Snyder
Councilor Fournier (Absent)

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

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

Steven Scharff (Bracket Street), Lauren Whittemore (50 Ridge Road), Julianne Walsh (Rivers Edge), Gayle Keeshen (Ledgewood Drive), Courtney Foley (Congress Street), Patty Webber (23 Osprey Terrace), Laura Sosnowski, (91 Summer Place), Sarah Johnson (25 Summer Place), Chuck Grossman (175 Ridge Road), Vinny Caliendo (Ice Pond Drive), Ron Morris (178 Ridge Road), Juliana Beecher (903 Ocean Ave)

ANNOUNCEMENTS:

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

Mayor Snyder recognized Joshua Chard as 2024 Maine Teacher of the Year

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

Andrew Zarro congratulated Troy Moon, City of Portland Director of Sustainability, on being recognized as a 2023 Infrastructure Trailblazer

ANNUAL MEETING:

Annual Meeting of the Corporator of the Portland Fish Exchange

Motion was made by Councilor Ali and seconded by Councilor Zarro to recess the City Council meeting and convene the Annual Meeting of the Corporator of the Portland Fish Exchange. Passed 8-0 (Councilor Fournier Absent)

Annual Portland Fish Pier Exchange meeting included:

1. Receiving a communication regarding the Portland Fish Exchange 2023 Summary of activity and year to date financial statement
2. Re-appointment of two sitting directors (Order 46-23/24)

*After the vote of Order 46-23/24

Motion was made by Councilor Ali and seconded by Councilor Zarro to adjourn the

Annual meeting of the Corporator of the Portland Fish Exchange and convene the annual meeting of the Portland Fish Pier. Passage 8-0 (Councilor Fournier Absent).

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

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

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

Annual Meeting of the Corporator of the Fish Pier Authority

Annual Portland Fish Pier Exchange meeting included:

1. Receiving a communication regarding the Portland Fish Pier Authority 2023 Summary of activity and year to date financial statement
2. Transacting other business as may be deemed necessary

Motion to adjourn the Annual meeting of the Corporator of the Fish Pier Authority and convene the annual meeting of the Portland Development Corporation. Passage 8-0 (Councilor Fournier Absent).

SPECIAL MEETING:

Annual Meeting of the Corporator of the Portland Development Corporation

Annual Corporator of the Portland Development Corporation meeting included:

1. Receiving a communication regarding the Portland Fish Pier Authority 2023 Summary of activity and year to date financial statement
2. Transacting other business as may be deemed necessary

*After Order 47-23/24

Motion was made by Councilor Ali and seconded by Councilor Zarro to adjourn the Annual meeting of the Portland Development Corporation and reconvene the Regular City Council Meeting. Passage 8-0 (Councilor Fournier Absent).

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

Motion was made by Councilor Ali, seconded by Mayor Snyder for passage. Passage 8-0 (Councilor Fournier Absent)

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

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Special City Council Meeting- October 2, 2023

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

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

PROCLAMATIONS:

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

Danielle West (City Manager) read Proclamation 10-23/24 Honoring the Life of Heather Brown and her Contributions to the City of Portland into the record.

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

Councilor Ali read Proclamation 11-23/24 Recognizing October 2023 as Hate Crime Awareness Month into the record.

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

Motion was made by Councilor Dion, seconded by Councilor Phillips for passage as an emergency. Passage 8-0 (Councilor Fournier Absent)

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

*Item passed as an emergency and will take effect immediately.

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

Motion was made by Councilor Ali, seconded by Councilor Dion for passage. Passage 8-0 (Councilor Fournier Absent)

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

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

Motion was made by Councilor Zarro, seconded by Councilor Ali for passage. Passage 7-0 (Councilor Fournier & Councilor Phillips Absent)

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

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

Motion was made by Councilor Ali, seconded by Councilor Zarro for passage. Passage 7-0 (Councilor Fournier & Councilor Phillips Absent)

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

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

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

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

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

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

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

COMMUNICATIONS:

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

Kristen Dow (Director of Health and Human Services) provided Communication 14-23/24 Regarding temporary, overnight emergency shelter during hazardous winter weather.

The following City Councilors commented on communication:

Mayor Snyder

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

*Motion was made by Councilor Phillips and seconded by Councilor Ali to reconsider the motion to postpone Order 37-23/24 indefinitely. Passage 6-2. (Councilor Dion & Councilor Trevorrow-No)

Mayor Snyder opened the floor for Council discussion. The following individuals spoke: Councilor Trevorrow, Mayor Snyder, Councilor Pelletier

*Motion was made by Councilor Phillips and seconded by Councilor Ali to reconsider Order 37-23-24. Passage 5-3. (Councilor Dion, Councilor Trevorrow and Councilor Zarro-No)

*Motion was made by Councilor Rodriguez and seconded by Councilor Ali for Passage. Motion failed 4-4. (Councilor Dion, Councilor Zarro, Councilor Trevorrow, Councilor Pelliter-NO)

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

*Motion was made by Councilor Trevorrow and seconded by Councilor Dion to postpone the item indefinitely. Passage 34-4 (Councilor Rodriguez, Councilor Ali, Councilor Phillips, Mayor Snyder-No)

Motion to postpone indefinitely failed. Order 37-23/24 will come back at next Council 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

*Order 32-23/24 and Order 32-23/34 were read into the record together and public comment was taken at the same time.

Motion was made by Councilor Ali and seconded by Councilor Phillips for passage. Passage 7-0. (Councilor Fournier & Councilor Dion absent)
Mayor Snyder opened the floor for public comment. The following individuals spoke: George Rheault (Hanover Street)

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

*Order 32-23/24 and Order 32-23/34 were read into the record together and public comment was taken at the same time.

Motion was made by Councilor Ali and seconded by Mayor Snyder for passage. Passage 7-0. (Councilor Fournier & Councilor Dion absent)
Mayor Snyder opened the floor for public comment. The following individuals spoke: George Rheault (Hanover Street)

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 was made by Councilor Ali and seconded by Councilor Zarro for passage. Passage 8-0 (Councilor Fournier absent)
Councilor Zarro (Sustainability & Transportation Committee Chair) and Troy Moon (Director of Sustainability) gave an overview of this item.
Mayor Snyder opened the floor for public comment. The following individuals spoke: Marie Caspard (64 Clark Street)

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

*Point of Order. Order 41-23/24 was read before Order 40-23/24
Motion was made by Councilor Ali and seconded by Councilor Zarro for passage. Passage 8-0 (Councilor Fournier absent)
Councilor Zarro (Sustainability & Transportation Committee Chair) and Troy Moon (Director of Sustainability) gave an overview of this item.
Mayor Snyder opened the floor for public comment. The following individuals spoke: Marie Caspard (64 Clark Street)

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

*Point of Order. Order 42-23/24, 43-23/24 and Order 54-23/24 were read into the record together. Public comment was taken at the same time.

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

Passage 7-0 (Councilor Fournier and Councilor Pelletier absent)

Councilor Zarro (Sustainability & Transportation Committee Chair) gave an overview of this item.

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

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

*Point of Order. Order 42-23/24, 43-23/24 and Order 54-23/24 were read into the record together. Public comment was taken at the same time.

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

Passage 7-0 (Councilor Fournier and Councilor Pelletier absent)

Councilor Zarro (Sustainability & Transportation Committee Chair) gave an overview of this item.

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

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

Motion was made by Councilor Trevorrow and seconded by Councilor Ali for passage as an emergency. Passage 8-0 (Councilor Fournier absent)

Councilor Trevorrow and Nicole Albert (Assistant Corporation Counsel) gave an overview of this item. Mayor Snyder opened the floor for public comment. The following individuals spoke: Tom Morris (Fore Street), Jill Cohen (667 Congress Street)

Motion was made by Councilor Trevorrow and seconded by Councilor Zarro to amend Order 44-23/24. Amendment is in backup materials.

Mayor Snyder opened the floor for Council comment on the amendment. The following individuals spoke: Councilor Rodriguez, Mayor Snyder, Councilor Dion, Councilor Trevorrow, Councilor Phillips

Amendment passed 8-0 (Councilor Fournier absent)

*Item passed as emergency, as amended. Item will go into effect immediately.

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

Motion was made by Mayor Snyder and seconded by Councilor Dion to postpone item until November 20, 2023 Council meeting. Passage 7-0 (Councilor Fournier and Councilor Zarro absent)

*Item postponed until November 20, 2023

ORDERS:

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

*Point of Order. Order 42-23/24, 43-23/24 and Order 54-23/24 were read into the record together. Public comment was taken at the same time.

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

Passage 7-0 (Councilor Fournier and Councilor Pelletier absent)

Councilor Zarro (Sustainability & Transportation Committee Chair) gave an overview of this item.

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

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

This item is a first read.

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

This item is a first read.

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

This item is a first read.

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

This item is a first read.

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

This item is a first read.

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

This item is a first read.

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

This item is a first read.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Mayor Snyder to adjourn. Passage 8-0 at 8:15pm.

A TRUE RECORD

Ashley Rand, City Clerk

PROCLAMATION

RECOGNIZING NOVEMBER 2023 AS NATIVE AMERICAN HERITAGE MONTH

WHEREAS, the City of Portland stands in solidarity with Maine tribal, regional, state, and national governments to recognize the significant contributions, history, and resilience of Native American communities; and

WHEREAS, on October 29th, 2021, President Joseph R. Biden Jr. issued a national proclamation declaring the month of November as National Native American Heritage Month; and

WHEREAS, the Native American tribes in our country have endured centuries of mistreatment at the hands of the government through attempted assimilation and termination by policy and/or by force; and

WHEREAS, through all attempts by the government, the privileged, and the powerful to erase them, Native Americans have endured, proving time and again their resilience and building back the communities stolen from them; and

WHEREAS, while work has been done to reverse the unfair treatment, inequity, and racism experienced by the Native American community, there is still much to be done; and

WHEREAS, examples of this important and ongoing work include national initiatives to combat past and present harm to the Native community, including an increased focus on the epidemic of Missing and Murdered Indigenous Women, and the Federal Indian Boarding School Initiative; and

WHEREAS, work on the redesign of Portland Public Schools' Pre-K through grade 12 Wabanaki Studies curriculum is well underway, and was undertaken in collaboration with Maine tribes and community members; and

WHEREAS, the City of Portland is committed to pursuing equity, visibility, truth, and recognition of our Native American community members;

NOW, THEREFORE, BE IT RESOLVED, that I, Kate Snyder, Mayor of the City of Portland and members of the City Council do hereby recognize the month of November 2023 as Native American Heritage Month.

Signed and sealed this 13th day of November, 2023



**Kate Snyder, Mayor
City of Portland**

PROCLAMATION

HONORING THE CITY OF PORTLAND FIRST RESPONDERS WHO ASSISTED WITH THE LEWISTON MASS SHOOTING RESPONSE EFFORT

WHEREAS, on October 25, 2023, a horrific mass shooting took place in the city of Lewiston, and in response roughly 45 Portland Police & Fire Department members assisted with the effort to keep several communities safe and bring the situation to a resolution; and

WHEREAS, thirty-six members of the Police Department across all divisions including the Special Reaction Team (SRT) and nine members of the Fire Department including two embedded Paramedic SRT members assisted local law enforcement and medical providers by participating in the search effort to find the person responsible, as well as providing extra security to several communities and backup medical assistance; and

WHEREAS, we are thankful for the oaths they have taken and their commitment to public safety, one that knows no boundaries between city or town lines, and for their immediate and around the clock assistance during this critical time; and

WHEREAS, these City of Portland first responders went above and beyond by helping out neighboring communities over an extremely stressful 48-hour period; and

WHEREAS, we are heartbroken by this tragedy and continue to grieve for the 18 people whose lives were lost, as well as the 13 wounded, and those who had their worlds turned upside down that night; and

WHEREAS, to the greater Lewiston community, we stand with you and we'll continue to be here for you.

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 and thank the City of Portland first responders for their dedicated service and commitment to public safety in our state.

Signed and sealed this 13th day of November, 2023

**Kate Snyder, Mayor
City of Portland**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 25, 2023

SUBJECT: Order 62-23/24 Confirming the Appointment of Gregory Watson as Housing & Economic Development Director - 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

Gregory Watson will serve as Director of the Housing & Economic Development Department. This order would confirm his appointment and set his salary at \$138,960.00.

Staff is requesting that this order be passed as an emergency to allow Gregory Watson to start work immediately. Seven affirmative votes are required for passage as an emergency 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. Appointing Gregory Watson Director of Housing and Economic Development 11.13.2023
2. 2023-10-25 Conditional Offer Letter (Watson)_Redacted

3. Watson Resume and Cover_Redacted

Prepared by:

Date: 10/25/2023

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 APPOINTING AND SETTING THE SALARY OF
GREGORY WATSON AS DIRECTOR OF
THE HOUSING & ECONOMIC DEVELOPMENT DEPARTMENT**

ORDERED, that Gregory Watson is hereby appointed as Director of the Department of Housing & Economic Development at a salary of \$138,960; and

BE IT FURTHER ORDERED, that this appointment is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective and allow Gregory Watson to begin work as Director immediately.

Executive Department

Danielle P. West

City Manager

October 25, 2023



Via email [REDACTED]

Gregory Watson
[REDACTED]
[REDACTED]

RE: Conditional Offer -Housing and Economic Development Director

Dear Greg,

I am so pleased to offer you the position of Housing and Economic Development Director with the City of Portland. As you discussed with Anne Torregrossa, starting pay for this position will be \$138,960.00 per year. As a director, you will receive three weeks of vacation, 40 hours of earned paid leave, twelve sick days, 13.5 paid holidays, City paid health insurance for yourself, and many other benefits. You can find more information on our benefits package [here](#). I am also happy to offer you a sign on bonus of \$1,500.

This offer is contingent on you being confirmed by the City Council, and we have scheduled you for confirmation on November 13, 2023, which will also be your first day of work with us.

Anne will be in touch with further information about your onboarding between now and then, and if you have any questions in the meantime, Anne will be happy to help. I am excited to have you join our team and look forward to working with you!

Sincerely,

Danielle P. West

July 10, 2023

ATTN: Anne Lewis

RE: Director of Housing and Economic Development

Baker Tilly Public Sector Executive Recruitment

Dear Ms. Lewis,

I have over 25 years of department level management experience in the fields of urban planning and affordable housing in both mid-sized cities and state government. I've spent my entire career either as an urban planner of mid-size cities or managing statewide planning and affordable housing development and finance programs, most recently managing the Origination Department within MassHousing.

I am confident that taken together my prior experiences will soundly support the ongoing work that the City Manager and City Council is already undertaking to make Portland an even better place in which to live, work and play. I believe that the promise of great cities lies in continuing to seek ways to serve its citizens while embracing responsible growth and respecting and preserving its legacy. For these reasons, I look forward to the opportunity to bring my experience and commitment to the City of Portland as Director of Housing and Economic Development.

Thank you for your attention and consideration of my candidacy for this position.

Sincerely,



GREGORY P. WATSON, AICP | [REDACTED]

[REDACTED]

GREGORY P. WATSON, AICP

PROFILE

Career public servant, urban planner and experienced management professional with extensive knowledge of state and local processes, planning principles, affordable housing programs, development practices and financial management. Proven track record of bringing disparate points of view to successful resolution.

EXPERIENCE

MASSHOUSING

SENIOR RELATIONSHIP & ORIGATION MANAGER | December 2019 - Present

- Provide leadership, management and oversight to MassHousing's origination staff, assist in resolving complex origination issues, facilitate collaboration with other Agency departments as needed.
- Cultivate relationships with new borrowers and nurture relationships with existing borrowers to further annual production goals that help to create and maintain a robust business development pipeline of multifamily loans.
- Oversee the origination of multi-family loans, including subordinate and soft debt mission driven programs, develop tools and strategies for marketing MassHousing's rental loan products and represent the Agency at industry and community events.
- Work with Senior Management to develop pricing and terms to utilize new capital sources to expand the Agency's reach and pipeline of deals from borrowers inclined to utilize taxable, uninsured debt for mixed-income market-oriented deals.

PLANNING AND PROGRAMS MANAGER | June 2008 - December 2019

- Advance policies and manage professional personnel regarding the Agency's role in administering the New England Fund Program (NEF) under the Comprehensive Permit Law, including projects financed by MassHousing.
- Lead MassHousing's effort to develop the Housing Choice Initiative in collaboration with Governor Charlie Baker and key members of his staff. Implement State policies, craft new legislation and develop a new MassHousing grant program to assist communities in meeting the housing production objectives targeted by the Governor.
- Provide leadership and guidance to municipalities seeking to adopt planning practices that encourage the development of affordable housing consistent with state and local goals.
- Maintain strategic relationships with outside stakeholders such as other subsidizing agencies, non-profit partners, financial institutions, legislators, municipal officials and developers.
- Communicate the Agency's positions relative to program administration to staff, key partners and stakeholders. Engage in thought leadership and Agency training programs.
- Monitor ongoing litigation, relevant case law, court decisions and legislative developments relating to land use and affordable housing law.

TOWN OF WATERTOWN, MA**DIRECTOR OF COMMUNITY DEVELOPMENT AND PLANNING** | *April 2002 - June 2008*

- Liason to the City Council, Planning and Zoning Boards, Conservation Commission, Historic Commission, Arsenal Development Corporation, Housing Partnership and other local boards for projects which have petitioned for review and approval.
- Developed and managed the implementation of capital improvement projects for municipal facilities, including the Public Works Facility, Main Library, Watertown Square placemaking enhancements, Relocation and New Construction of the Police Station, Public Schools and a significant park enhancement program.
- Responsible for updates to the Comprehensive Plan, Open Space Plan, a redevelopment plan for the Pleasant Street Corridor and with support from the City Council prepared and updated the Comprehensive Plan.

CITY OF MALDEN, MA**PLANNING DIRECTOR** | *February 1999 - April 2002*

- Liason to the City Council, Planning Board, Board of Appeals, Conservation Commission and the Regional Planning Agency's Inner Core Committee (Chair).
- Responsible for all planning related activities within the City, including long-range strategic planning, site plan review, Zoning Ordinance updates, policy development, project management, regional initiatives, grant writing and other duties as required.
- Coordinated the environmental review process for all City development projects in conjunction with State and Federal regulations and agencies.

CITY OF PEABODY, MA**COMMUNITY DEVELOPMENT STAFF PLANNER** | *September 1996 - January 1999*

- Liason to the Conservation Commission, Zoning Board of Appeals, Design Review Board, the City Council and regional partners.
- Guided the development of strategic plans for Downtown 2005, Transportation 2020 and the City's Master Plan. Principal author and manager for the City's Recreation and Open Space Plan.
- Responsible for the administration of the City's grant programs including HOME, CDBG (small cities), McKinney and UDAG in partnership with the North Shore HOME Consortium.
- Prepared and updated a \$9 million budget for the HOME Consortium and assisted in preparing the City's Capital Improvements Budget and the Community Development Department's budget.

EDUCATION**CLEMSON UNIVERSITY | UNIVERSITY OF SOUTH CAROLINA**
MASTERS IN PUBLIC ADMINISTRATION | *December 1995***CLEMSON UNIVERSITY**
BACHELOR OF SCIENCE IN EDUCATION | *May 1993*

MEMBERSHIPS + CERTIFICATIONS

American Institute of Certified Planners (AICP), American Planning Association (APA), Massachusetts Chapter of APA, Urban Land Institute (ULI) Citizens Housing and Planning Association, Massachusetts Smart Growth Alliance

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 16, 2023

SUBJECT: Order 63-23/24 Granting Municipal Officers' Approval of Argenta Brewing Company LLC, dba Argenta Brewing Company. Application for B/W/D on-premise consumption at 82 Hanover 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 10/05/23. Location was previously Banded Horn Brewing Company. New City application.

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. 2023.11.13_Argenta Brewing
2. Argenta Brewing_Council Packet

Prepared by:

Date: 10/16/2023

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA PHILLIPS (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:

**Argenta Brewing Company LLC, dba Argenta Brewing Company. Application for B/W/D
on-premise consumption at 82 Hanover Street**



Dear City Council and the Mayor of Portland,

This is my letter of intent to open a brewery and tasting room at 82 Hanover st. Suite 6 under the name Argenta Brewing Company. Argenta Brewing Company will be a lager-focused craft Brewery in Portland, ME. There will be an underlying focus on improving our environmental impact and promoting the preservation of the natural world. The brand will be built on simplicity and quality. Argenta Brewing Company is a Limited Liability Company registered in the state of Maine and we are anticipating opening spring of 2024. Our purpose as an organization is to leave it better than we found it. This will apply to every decision we make as an organization regardless of the difficulty it might pose.

Argenta Brewing Company will create a welcoming space for all and do our best at creating a third space for the community of greater Portland. Thank you all for your time and consideration. I am looking forward to joining the incredible business community here in Portland.

Sincerely,

Ryan A. Dunlap

A handwritten signature in black ink, appearing to read "Ryan A. Dunlap", is placed below the printed name.



5671-2023

CITY OF PORTLAND**Permitting and Inspections Department****Application for Brewery, Winery and Distillery On Premise Consumption License***License expiration date concurrent with that of State of Maine Dept. of Liquor Licensing & Enforcement License.*

Business Information					
Business Name (d/b/a):	Argenta Brewing Company, LLC	Phone:	7753151409		
Location Address:	82 Hanover St. Suite 6	Zip:	04101		
If new, what was formerly at this location:	Banded Horn Brewing Company				
Mailing Address:	82 Hanover St. Suite 6	Zip:	04101		
Contact Person:	Ryan Dunlap	Phone:	7753151409		
Contact Person Email:	ryan@argentabrewingcompany.com				
Manager of Establishment:	Ryan Dunlap	Date of Birth:	08/14/1996	Phone:	7753151409
Owner of Premises (Landlord):	82 Hanover LLC				
Address of Premises Owner:	82 Hanover St. Suite 5	Zip:	04101		

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address			
Argenta Brewing Company, LLC		82 Hanover St. Suite 6		Zip:	04101
Contact Person:	Ryan Dunlap	Phone:	7753151409		
Principal Officers	Title	Date of Birth	Residence Address		
Ryan Dunlap	President	08/14/1996	68 Wolcott St. Unit 1, Portland, ME 04102		

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 Establishment:	<u>Brewery</u> Winery Distillery
Hours & days of operation:	<u>Wednesdays through Saturdays 2-8 & Sundays 2-7</u>

QUESTIONS	Y/N
Will food be made, served, and/or sold on the premise by this establishment?	<u>Y</u>
If yes, please submit a City of Portland Food Service Establishment license application.	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<u>Y</u>
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	<u>N</u>
Will you permit dancing after 1:00 a.m.?	<u>N</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<u>Y</u>
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<u>N</u>
If yes, please list: # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? <u>4/1/24</u>	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	<u>N</u>
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<u>N</u>
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	<u>N</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<u>N</u>
If Yes, please explain:	

I Ryan Dunlap 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).

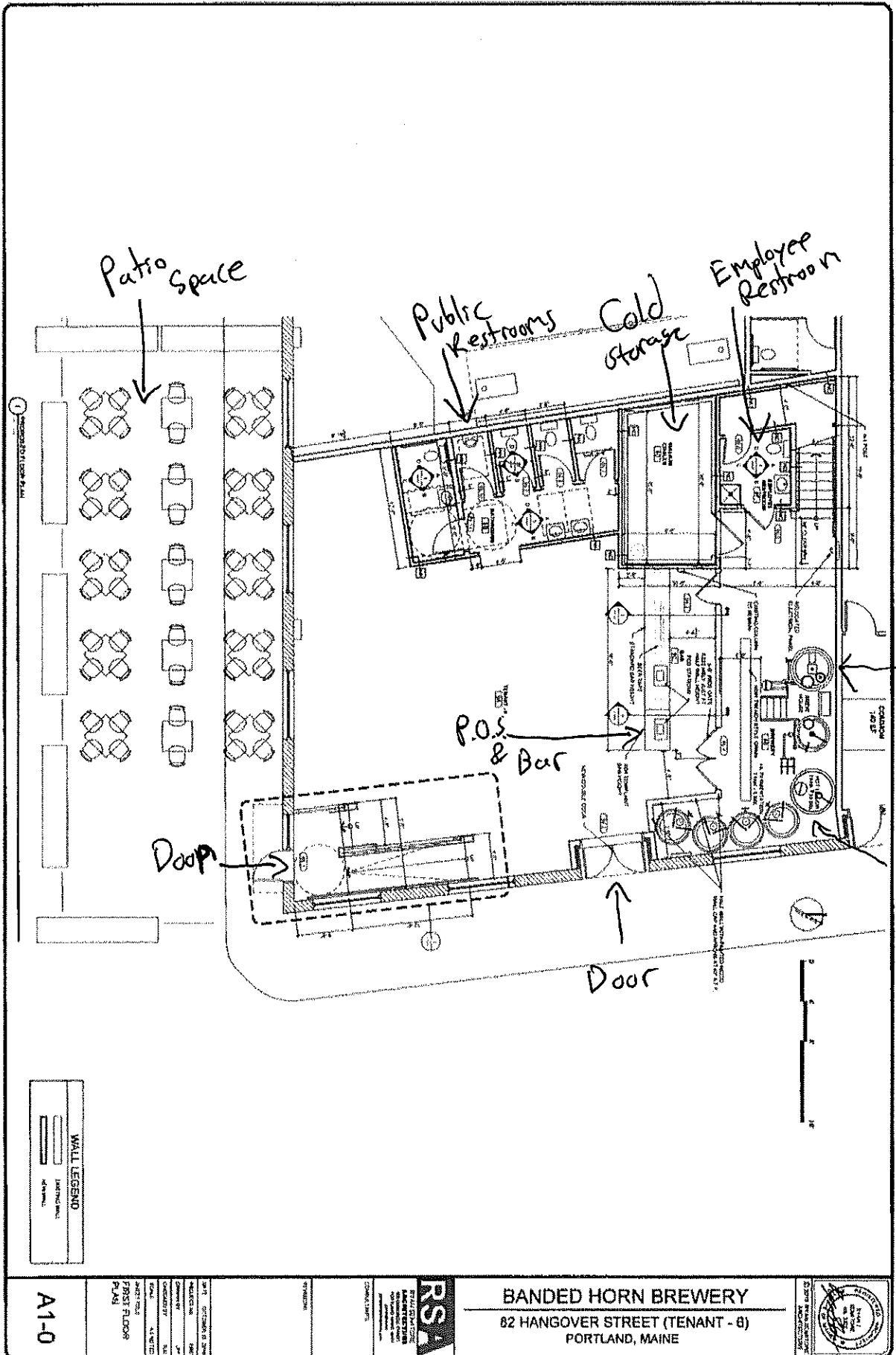
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts 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 Ryan Dunlap Title President Date 9/21/2023

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

IM

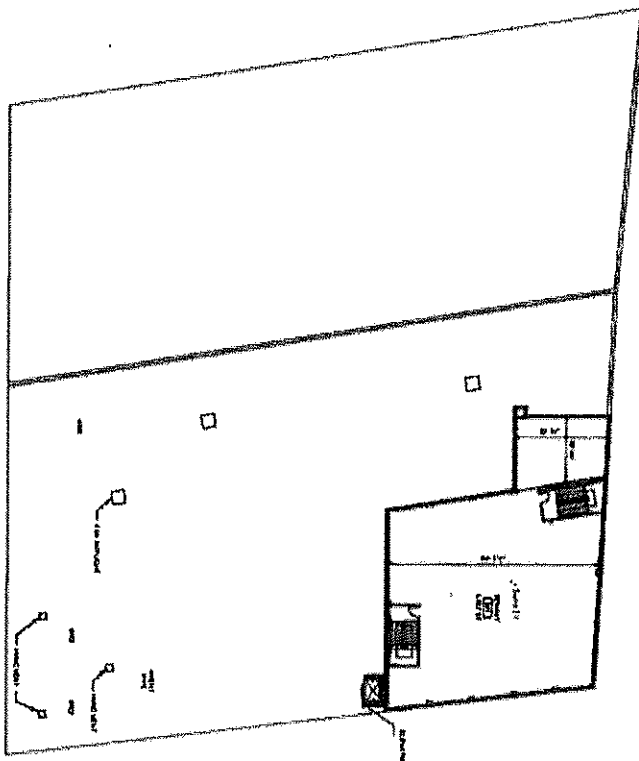
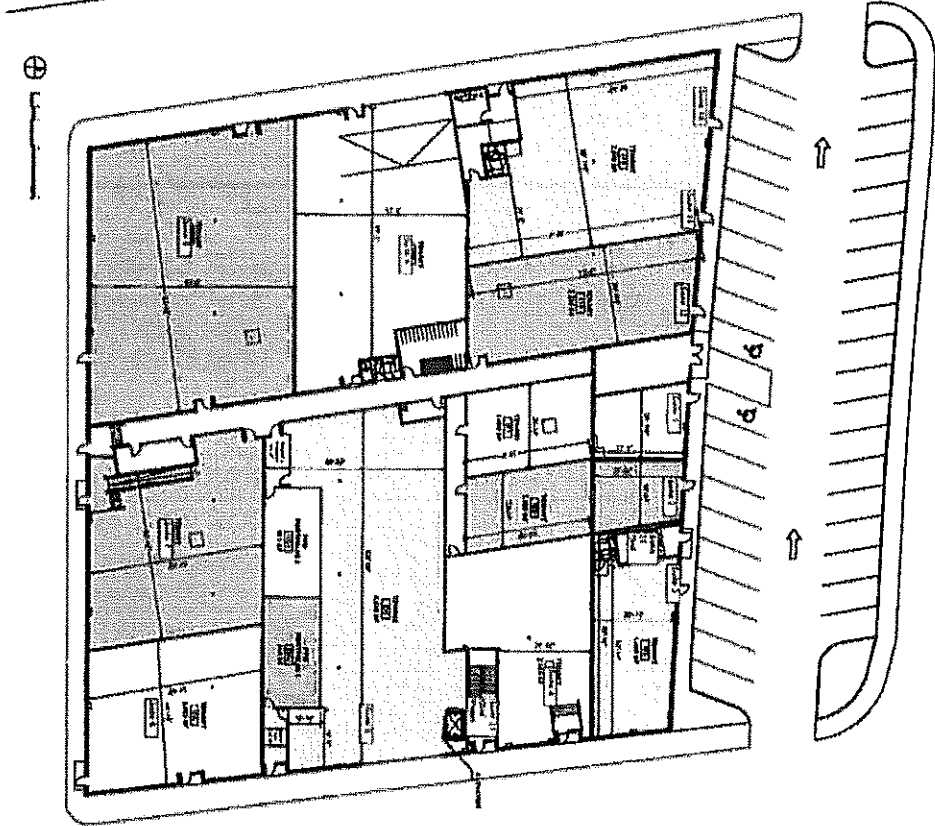


82 HANOVER STREET PORTLAND, MAINE

FEBRUARY 26, 2019

SQUARE FOOTAGE
MEASURED TO CENTER
OF SHARED WALLS AND
OUTSIDE FACE OF
EXTERIOR WALLS

PROGRESS PLOT ONLY
Not for Construction



RYAN SENATORE ARCHITECTURE

13

Argenta Brewing Company - BWD tasting room license - 82 Hanover St.

Zoning <zoning@portlandmaine.gov>

Tue, Oct 24, 2023 at 9:41 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 <erick@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 for Suite 106 (formerly Banded Brewing) is low impact industrial with bar and retail. Zoning approves.

Thank you,

Mac

[Quoted text hidden]



Zachary Lenhart <zlenhart@portlandmaine.gov>

Argenta Brewing Company - BWD tasting room license - 82 Hanover St.

Eric Nevins <erichn@portlandmaine.gov>

Sat, Oct 21, 2023 at 4:49 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 Thu, Oct 19, 2023 at 12:46 PM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:

[Quoted text hidden]

--

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

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 13, 2023 at 5:00 P.M., Argenta Brewing Company LLC, dba Argenta Brewing Company. Application for B/W/D on-premise consumption at 82 Hanover Street - Sponsored by Danielle P. West, City Manager

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



November 3, 2023

Argenta Brewing Company LLC
83 Hanover Street, Suite 6
Portland, ME 04101

Re: Argenta Brewing Company LLC, dba Argenta Brewing Company. Application for B/W/D on-premise consumption at 82 Hanover Street

Dear Argenta Brewing Company LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday November 13, 2023 at 5:00 p.m., for the review of application for B/W/D on-premise consumption at 82 Hanover Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director
DATE: October 16, 2023
SUBJECT: Communication 15-23/24 Fiscal Year End 2023 Annual Tax Increment Financing Report - Housing & Economic Development Committee, Councilor Pious Ali, Chair
SPONSOR: Councilor Pious Ali, Chair of the Housing and Economic Development Committee, meeting held on October 10, 2023, and voted 4-0 to forward this item to the City Council as a Communication.

(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 11/13/2023

Final Action 11/13/2023

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: This item does not involve a new contract.

PRESENTATION: Mary Davis/3 Minutes

I. SUMMARY

As required with the Council's Tax Increment Financing (TIF) Policy, an Annual TIF District Activity Report is to be provided to the City Council.

II. AGENDA DESCRIPTION

The City of Portland Tax Increment Financing (TIF) Policy requires that an Annual TIF District Activity Report be provided to the City Council, and this Report attached is being presented to the City Council as a communication.

The City Council took up the following items during FY2023:

A. Approved an Affordable Housing TIF District with 45 Dougherty LP, at 43 and 91 Douglass Street (former West School site), to construct 63 units of rental housing, with 46 units maintaining affordability for households earning at or below 60% of AMI.

B. Approved the City's Affordable Housing Development and TIF District Application for future AHTIF Districts.

The Report also has a table showing the past five-year trend, as well as an Appendix which lists all the current TIFs and financial activity associated with each district.

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

III. BACKGROUND

City Tax Increment Financing (TIF) Policy requires the preparation and presentation of an annual TIF District activity report. The FYE2023 TIF Annual Report represents the 11th year of reporting.

Below represents City Council actions taken during FY2023 – targeted at Affordable Housing TIF Districts. Please see table below for 2023 Area Median Income (AMI) income limits.

Number in Household	1	2	3	4	5	6	7
50% AMI	\$41,450	\$47,350	\$53,250	\$59,150	\$63,900	\$68,650	\$73,350
60% AMI	\$49,700	\$56,800	\$63,900	\$71,000	76,700	\$82,400	\$88,050
80% AMI	\$66,250	\$75,700	\$85,150	\$94,600	\$102,200	\$109,750	\$117,350
100% AMI	\$82,850	\$94,650	\$106,500	\$118,300	\$127,800	\$137,250	\$146,700
120% AMI	\$99,400	\$113,600	\$127,800	\$141,950	\$153,350	\$164,700	\$176,050

As of 6/30/2023, there are:

- A. Two (2) active Commercial TIF District CEAs;
- B. One (1) active commercial TIF CEA for a market rate and affordable housing development, known as the McAuley TIF District;
- C. Eighteen (18) active Affordable Housing TIF District CEAs;
- D. One (1) Transit Oriented TIF District and CEA at Thompson's Point; and,
- E. Three area-wide TIF Districts (Waterfront, Downtown Transit Oriented Development, and Bayside) which include a CEA in the Bayside TIF with Portland Medical Office Building Partners LLC (which expired as of 6/30/2023), as well as one in the Waterfront TIF with Waterfront Maine.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The FY2023 TIF Annual Report is being submitted to City Council for its information as a communication item.

V. FINANCIAL IMPACT

There is no financial impact with this item.

VI. STAFF ANALYSIS AND BACKGROUND

Staff is presenting this to the City Council per TIF Policy guidelines.

VII. RECOMMENDATION

The Housing and Economic Development Committee voted 4-0 on October 10, 2023, to forward this to the City Council as a communication item.

VIII. LIST ATTACHMENTS

1. FYE2023 Report for CC 11-6-2023

Prepared by:

Mary Davis, Division Director

Date: 10/16/2023



Tax Increment Financing

Fiscal Year 2023 Annual Report
From July 1, 2022 through June 30, 2023

Prepared by the Housing and Economic Development Department

Report prepared 10/2023

Table of Contents

1. Introduction	3
2. Definitions	3
3. Revised TIF Policy Adopted by City Council on February 22, 2021	4
4. Tax Increment Financing Overview and Value	7
5. TIF District Approval Process	8
6. City Council Actions During FY2023	8
7. Statutory Limitations for TIF Districts	8
8. Tax Sheltering Benefits	9
9. TIF Districts in Portland	9
10. TIF District Financial Overview for Fiscal Year 2023	12
11. Example of a Performing TIF	13

Attachments:

- A. TIF Policy Amended and Adopted February 22, 2021
- B. Summary of All Approved TIF Districts
- C. Maps Highlighting Current TIF Districts
- D. Spreadsheet Showing Individual TIF Districts and Area Wide Amounts

1. **Introduction**

City TIF Policy requires an Annual Report, to the City Council Committee and full City Council, regarding TIF District activity. This Report provides an overview of the TIF District Program, Portland's utilization of TIF Districts to date, and TIF District financial value impacts.

2. **Definitions**

Commonly used terms, included in this Report, include:

“Captured Assessed Value” means increased assessed value retained in a TIF District each year during its term.

“Credit Enhancement Agreement (CEA)” means the agreement between the City and the site specific TIF District Developer whereby it includes the terms under which the City will provide a portion of the Retained Tax Increment Revenue back to the Developer.

“Current Assessed Value” means the then current assessed value of the property located in the TIF District to be determined by the City Assessor as of April 1 of each year during the term of the District.

“District” means that portion of property depicted on a map to apply to the TIF.

“Increased Assessed Value (IAV)” means the valuation amount by which the Current Assessed Value exceeds the Original Assessed Value (OAV). If the Current Assessed Value is less than or equal to the OAV, there is no Increased Assessed Value in that year.

“Infrastructure” is defined, but not limited to: traffic upgrades, public parking facilities, roadway improvements, lighting, sidewalks, water and sewer utilities, storm water management improvements, and placing above ground overhead electric and telecommunications lines underground.

“Non-Captured Value (NCV)” means the value over and above the OAV (defined below) that is not captured by TIF percentage capture rates, with associated taxes from NCV returned to the General Fund.

“Original Assessed Value (OAV)” means the assessed value of the property in the TIF District as of March 31 of the year that it was created. For instance, if a TIF District was approved as of the date of this report, or October 2023, the OAV would be the taxable assessed value of the property on March 31, 2023. All taxes from the OAV go into the City's General Fund.

“Property Taxes” means any and all ad valorem property taxes levied, charged or assessed against the property by the City or on its behalf and actually paid to the City, but excluding any county, state, or special District taxes that are separately levied, charged, or assessed against the property.

“Retained Tax Increment Revenues” means that portion of the Property Taxes paid with respect to the Captured Assessed Value.

“Tax Year” means April 1 to March 31.

3. **Revised TIF Policy Adopted by City Council on November 20, 2017 and on February 22, 2021**

Revised TIF Policy of November 20, 2017

Pursuant to City Council Order 61 passed September 19, 2016, the City Council referred to the Economic Development Committee (EDC) consideration of amendments to the current TIF policy, including, but not limited to provisions for:

- A. Local Hire;
- B. Ethnic and Gender Diversity;
- C. Economically Disadvantaged Participation;
- D. Veteran Preference;
- E. Adherence to State or Federal Prevailing Wages; and,
- F. Participation in a Job Training or Apprenticeship Program.

The Order further requested the EDC report their findings and recommendation on amending the current TIF Policy to the City Council.

The EDC began its review for possible amendments to the TIF policy in April 2017. On November 20, 2017, the City Council reviewed the EDC’s recommendation and adopted revised City Tax Increment Financing (TIF) Policy in support of both private development projects and public investment in municipal economic development programs and infrastructure investment. Revised City Policy includes:

- A. Addition of State prevailing wage requirements in the construction phase of a TIF CEA and annual report about this to the City Council, further detailed below;
- B. Equal employment opportunities and nondiscrimination;
- C. Increasing the capture rate and the term for affordable housing projects; and,
- D. Housekeeping amendments.

The EDC also recommended that the City look into establishing and sponsoring a Workforce Job Training program to be funded by area-wide TIF Districts, as well as having the City Manager and/or his/her designee undertake an analysis of the costs associated with the City undertaking an Employment Disparity Study.

Workforce Training Funding: On October 15, 2018, the City Council approved amendments to the three area-wide TIF Districts – Bayside, Downtown TOD TIF, and

Waterfront TIF – to include workforce training as a use of TIF funds. Workforce training funding has been included in the municipal budgets beginning with FY2020. . . .

In FY2023, the City entered into a Memorandum of Understanding with the Portland School Department, through Portland Adult Education (PAE), to fund workforce training programs up to \$200,000. PAE’s programs utilizing TIF funds included *Education Academy*, to prepare educators trained outside of the U.S. to be employed in the K-12 system; *Bank Teller Program*, in partnership with many financial institutions, to train internationally trained individuals with backgrounds in finance and accounting to become bank tellers and fulfill other similar roles; *English and Job Prep for New Arrivals* which includes intensive employment advising to support students in their job search; a *Hannaford New Mainer Retail Leadership Internship Program* to prepare New Mainer students for supervisory positions at the company; *Renewal Energy*, in partnership with Revision Energy and PATHS, to prepare non-native English speakers to enter solar and heat pump career pathways; and *ESOL Instruction for low-level English Speakers* with Certified ESOL instructor. It has resulted in students being hired as tellers, teachers, Hannaford interns, and HVAC technicians, and increased their skills and knowledge of the culture at the workplace.

For the Fiscal Year 2024, City Council-approved City budget included an allocation of \$200,000 in TIF funding to PAE to continue workforce training investment

Employment Disparity Study: The City Manager’s office conducted a limited analysis for the costs of such a study and determined it was not cost effective.

State Prevailing Wage Requirement in Construction Phase of a TIF-Assisted Project:

Per TIF Policy:

“Any firms employed in the construction phase of a TIF-assisted project must compensate all employees the current wage rates and fringe benefits as required under applicable state prevailing wage law under 26 M.R.S.A. §1306, or Portland City Ordinance Ch. 33, §33-1 to 33-12, whichever is greater.

City staff shall provide to the relevant City Council Committee an annual update on:

- a) the impact of this prevailing wage requirements on CEAs;
- b) feasibility of construction firms to pay prevailing wages and benefits; and
- c) compliance with this section.”

Since this TIF Policy was amended November 2017, the City Council has authorized AHTIF Districts only. Staff monitors wage rates on a monthly basis during the construction phase for these AHTIF Districts, and has received feedback from those developers indicating that the wage rate requirement resulted in an increase in construction and administrative expenses. While the Housing and Economic Development Committee has discussed these issues, no changes have been made to the Policy as of FYE2023.

During FYE2023, the following projects were monitored for compliance with this provision in the TIF Policy:

- 66 State Street Affordable Housing TIF (the 155 Danforth portion of the project)
- 37 Front Street Affordable Housing TIF (Phase I and Phase II)
- 83 Middle Street Affordable Housing TIF
- 200 Valley Street Affordable Housing TIF
- 577 Washington Avenue Affordable Housing TIF
- 73 Winter Street Affordable Housing TIF
- 91 Winter Street Affordable Housing TIF

City Green Building Code

Per the TIF Policy, all projects with a CEA must be in compliance with the City's Green Building Ordinance.

When a project submits an application for a building permit, the developer is asked to submit a preliminary energy model, along with a statement of certification from a licensed engineer that the project meets the standard and a written explanation of how the building will obtain the applicable standards using design plans to demonstrate compliance. In addition, prior to the issuance of a Certificate of Occupancy, the developer must submit a statement of final certification from a licensed engineer indicating that the project meets the standards, along with any amendment to the preliminary energy model.

A procedure was implemented using the Energov system to ensure that all projects are in compliance with the Ordinance before the issuance of a Building Permit and a Certificate of Occupancy.

During FYE2023, the following projects were monitored for compliance with this provision in the TIF Policy:

- 66 State Street Affordable Housing TIF (the 155 Danforth portion of the project)
- 37 Front Street Affordable Housing TIF (Phase I and Phase II)
- 83 Middle Street Affordable Housing TIF
- 200 Valley Street Affordable Housing TIF
- 577 Washington Avenue Affordable Housing TIF
- 73 Winter Street Affordable Housing TIF
- 91 Winter Street Affordable Housing TIF

Revised TIF Policy of February 22, 2021

This revised TIF Policy (see Attachment A) included a definition of affordable housing to match the definition in other City programs, such as Inclusionary Zoning. It also required that affordability restrictions remain in place for the full term of the AHTIF district.

4. Tax Increment Financing Overview and Value

Tax Increment Financing (TIF) is the most flexible economic development program available to municipalities. TIFs support municipal investment, as well as can be associated with private sector or affordable housing investment. TIFs are flexible municipal financing tools to fund the following types of activities to support public and private sector investment:

- public infrastructure projects;
- economic development programs, including municipal marketing and staff; and,
- support of individual private commercial and affordable housing project financing needs.

The three property tax components associated with TIF Districts include:

- A. ***New Property Taxes***. TIF revenue is generated from new increased municipal assessed value and associated new property taxes. TIFs can be established for up to thirty (30) years and new or “captured assessed value” in the TIF District can range from 1% to 100% of the amount of new property taxes.
- B. ***Original Assessed Property Value (OAV)***. The taxes from property base or “Original Assessed Value” reverts to the municipal general fund and is not captured in a TIF District.
- C. ***Flow of TIF CEA Funds***: The flow of taxes to return to the developer through a CEA is as follows.
 - i. The City sends its yearly tax bills for payments due in September and March of each fiscal year;
 - ii. Developer pays the taxes;
 - iii. In September and May of each year, for each CEA, a check is made to be sure the Developer’s taxes are current. If current, the Housing and Economic Development Department proceeds to process that fiscal year TIF payment to return a portion of the taxes to the developer according to the CEA. If not current, the Housing and Economic Development Department will not move forward with the payment until current.

5. **TIF District Approval Process**

There is a three step process to approve establishment of a TIF District. The three steps include:

- A. Housing and Economic Development Committee recommendation for approval to the City Council for commercial and affordable housing TIFs;
- B. City Council approval; and,
- C. State of Maine Department of Economic and Community Development Department approval for commercial TIF districts or Maine State Housing Authority approval for affordable housing TIF Districts.

6. **City Council Actions During FY2023:**

City Council actions during FY2023 targeted Affordable Housing TIF Districts. Please see table below for 2023 Area Median Income (AMI) limits.

Number in Household	1	2	3	4	5	6	7
50% AMI	\$41,450	\$47,350	\$53,250	\$59,150	\$63,900	\$68,650	\$73,350
60% AMI	\$49,700	\$56,800	\$63,900	\$71,000	76,700	\$82,400	\$88,050
80% AMI	\$66,250	\$75,700	\$85,150	\$94,600	\$102,200	\$109,750	\$117,350
100% AMI	\$82,850	\$94,650	\$106,500	\$118,300	\$127,800	\$137,250	\$146,700
120% AMI	\$99,400	\$113,600	\$127,800	\$141,950	\$153,350	\$164,700	\$176,050

The City Council took up the following items during FY2023:

- A. Approved an Affordable Housing TIF District with 45 Dougherty LP, at 43 and 91 Douglass Street (former West School site), to construct 63 units of rental housing, with 46 units maintaining affordability for households earning at or below 60% of AMI.
- B. Approved the City's Affordable Housing Development and TIF District Application for future AHTIF Districts.

7. **Statutory Limits for TIF Districts**

There are two State statutory limitations which include:

- A. **Acreage:** No single development District, including Affordable Housing Districts, can be larger than 2% of a municipality's total acreage, or in the case of Portland, 2% of Portland's 12,386 acres is 247 acres. Also, all active development Districts have to be less than 5% of a municipality's total acreage, or in the case of Portland, 5% is 619

acres. Based upon active development Districts as of FYE2023, including Affordable Housing TIF Districts, Portland has the ability to include 238 additional acres in development TIF Districts.

B. Value:

- i. **Commercial/Area Wide TIF Districts:** The OAV of all these TIF Districts in a municipality cannot be more than 5% of its total aggregate value (FY2023 aggregate value: \$14,872,866,446), or in the case of Portland, 5% is \$743,643,322. Based upon active TIF Districts as of FYE2023, Portland has the ability to include an additional \$585 Million of property value in TIF Districts.
- ii. **Affordable Housing TIF Districts:** The OAV of all Affordable Housing TIF Districts cannot be more than 5% of the total aggregate value (FY2023 aggregate value: \$14,872,866,446), or in the case of Portland, 5% is \$743,643,322. Based upon active Affordable Housing Districts as of FYE2023, Portland has the ability to include an additional \$739 Million of property value in Affordable Housing TIF Districts.

It is noted that the amount of acreage and OAV to include in TIF Districts fluctuates as TIF districts are created, amended, expired, and/or terminated.

There are exemptions from State limitations for Transit Oriented Development (TOD) and Downtown TIF Districts, for which Portland now has two: Thompson's Point TOD TIF, and the Downtown TOD TIF.

8. Tax Sheltering Benefits

Municipalities realize "savings" from the tax sheltering effect of TIF Districts. The following direct financial impacts occur when municipal valuation increases:

- A. State Education Aid is reduced,
- B. State Municipal Revenue Sharing is reduced, and
- C. A municipality pays a higher percentage of the County budget.

This amount of "savings" is significant and one of the most important benefits of establishing TIF Districts.

For Portland, tax shelter savings is conservatively estimated at 30%, meaning that for every new tax dollar, Portland saves 30 cents which would otherwise be lost for property tax value not included in a TIF district. Portland's estimated annual total tax shelter savings for all active TIF Districts is \$3.93 Million for FYE2023.

9. TIF Districts in Portland

A list of all approved TIF Districts as of FYE2023 is provided as Attachment B.

This list includes seven expired single TIF Districts as of the date of this Report – Auto Europe, Shipyard Brewery, Nichols Portland, UNUM, Bramhall/Holt Hall, Riverwalk/Ocean Gateway, and Baxter Library LP.

There are three area wide TIF Districts – Downtown Transit Oriented Development (TOD) TIF, Waterfront, and Bayside. In the area-wide Bayside TIF District, there two expired CEAs – Bayside Student Housing, and Capital LLC (Intermed Building, expiring FYE2023). In the Waterfront TIF District, there is one active CEA – Waterfront Maine.

This list also illustrates that there are currently 18 active Affordable Housing TIF Districts, 3 Commercial TIF Districts, and 1 Transit Oriented Commercial TIF District (Thompson’s Point).

This list also includes two TIF Districts which were terminated by the City Council during FY2015 – those being the Village at Oceangate (Bay House), and the Fore India Middle LLC TIF District.

It is noted that after expiration and termination TIF Districts, 100% of their property tax revenue reverts to the City’s General Fund.

In addition, this list provides the following information for each TIF District:

- A. TIF District duration;
- B. percentages of taxes allocated to the Recipient/Developer, City, and General Fund;
- C. TIF District location; and
- D. brief description.

Attachment C provides a map showing the location for each active TIF District.

A list of approved active individual site specific TIF Districts, area-wide TIF Districts, Downtown TOD TIF, Thompson’s Point TOD TIF, non-active TIF Districts, and terminated TIF Districts by name are provided below.

Active Approved Individual Site Specific TIF Districts

As of the date of this Report, the City has 21, single site active TIF Districts with associated CEAs as follows: 2 TIF Districts supporting commercial projects; 1 TIF commercial district supporting housing projects (market and affordable); and, 18 affordable housing TIF Districts, namely:

- PowerPay/Portland Public Market/Commercial TIF
- ImmuCell/Commercial TIF
- McAuley Place/Commercial TIF supporting Market Rate and Affordable Rental Housing)
- Avesta/Pearl Place Affordable Housing TIF
- 409 Cumberland Avenue Affordable Housing TIF

- 134 Washington Avenue Affordable Housing TIF
- 17 Carleton Street Affordable Housing TIF
- Deering Place Affordable Housing TIF
- 58 Boyd Street Affordable Housing TIF
- 66 State Street Affordable Housing TIF
- 37 Front Street Affordable Housing TIF
- 977 Brighton Avenue Affordable Housing TIF
- 178 Kennebec Street (Unit 2) Affordable Housing TIF
- 83 Middle Street Affordable Housing TIF
- 104 Grant Street Affordable Housing TIF
- 200 Valley Street Affordable Housing TIF
- 337 Cumberland Avenue Affordable Housing TIF
- 577 Washington Avenue Affordable Housing TIF
- 73 Winter Street Affordable Housing TIF
- 91 Winter Street Affordable Housing TIF
- 45 Dougherty Affordable Housing TIF

Active Approved Area Wide TIF Districts and Associated CEAs

The City has two active area wide TIF Districts, for which the City retains a portion of the TIF funds for public infrastructure projects, with a portion of the TIF funds targeted to CEAs within those Districts, namely:

- Bayside
 - Capital LLC CEA (expired FY2023)
 - Bayside Student Housing CEA (expired FY2018)
- Waterfront
 - Waterfront Maine CEA (expires FY2031)

Approved Downtown and/or Transit-Oriented Development (TOD) TIF Districts

- Downtown TOD TIF

The City retains a portion of the TIF funds for workforce training, public infrastructure, Creative Portland, and transit projects for the Downtown TOD TIF. This Downtown TOD TIF was approved during FY2015 and was activated with FY2016. There is no CEA associated with it at this time.

- Thompson's Point TOD TIF and CEA

For the Thompson's Point TOD TIF, the City retains a portion of TIF Funds for transit projects. This TOD TIF also has an associated CEA with Thompson's Point Development Company, Inc. for development of Thompson's Point.

Terminated TIF Districts

The City Council has terminated two TIF Districts, namely:

- Fore India Middle LLC – This TIF project had not come to fruition and, therefore, was terminated by the City Council in November 2014; and,
- The Village at Oceangate, LLC (Bay House) – This TIF District was also terminated by the City Council in November 2014 due to this District’s use being converted into residential condominiums which is not an allowable TIF District use.

10. TIF District Financial Overview for FY2023, including FY2022, FY2021, FY2020, and FY2019:

See next page for a financial comparison of FY2023, FY2022, FY2021, FY2020, and FY2019 for then active TIF Districts:

	FY2019	FY2020	FY2021	FY2022	FY2023
City General Fund Taxes from OAV	\$24.89 Million	\$26.39 Million	\$26.3 Million	\$14.6 Million	\$15.3 Million
City General Fund Taxes from Non-Captured Value	\$4.8 Million	\$4 Million	\$4.5 Million	\$18.1 Million	\$19.3 Million
Total TIF Taxes From Captured Value	\$3.2 Million	\$4 Million	\$5.1 Million	\$5.8 Million	\$6.1 Million
- TIF Taxes to CEAs	\$1.1 Million	\$920,000	\$1.1 Million	\$1.1 Million	\$1 Million
- TIF Taxes to Public Infrastructure/Arts/Staff	\$2.1 Million	\$3.1 Million	\$4 Million	\$4.7 Million	\$5.1 Million
Total Tax Sheltering Value	\$143.5 Million	\$174.3 Million	\$222.6 Million	\$451.8 Million	\$448.2 Million
Estimated Annual Average Tax Sheltering Savings	\$1.24 Million	\$1.47 Million	\$1.9 Million	\$3.85 Million	\$3.93 Million

Table Explanations:

City General Fund-Taxes from OAV - The above table shows a yearly increase in taxes from the OAV into the General Fund for FY2019 to FY2020, with a slight decrease in FY2021 due to Bayside and Downtown TIF Amendments in support of affordable housing TIFs. FY2022 saw an \$11.7 Million decrease from FY2021 due to the revaluation and the tax rate going from .02331 in FY2021 to .01299 in FY2022. FY2023 saw an increase of \$700,000 due to the tax rate increase to .01334. As noted earlier in the definition section, all taxes from the OAVs go to the General Fund.

City General Fund-Taxes from Non-Captured Value (NCV) – The number fluctuates based on each CEA, as well as the City’s budget needs for public infrastructure/staff salaries/arts/debt service, for example. The captured value percentages for the area wide TIF Districts – Bayside, Waterfront, and Downtown TOD TIF - are adjusted yearly based on those needs. For FY2022, because of the revaluation and resulting increased values, the NCV value increased by \$13.5 Million resulting in more taxes going to the General Fund. For FY2023, it increased by \$1.2 Million. Attachment D is the spreadsheet for FY2023.

Total TIF Taxes From Captured Value – The percentage of captured value varies yearly based on CEAs and the City’s financial needs. This TIF Revenue is then allotted to the various CEAs, and then to the City public infrastructure projects/debt service/arts/staff investments, for example.

Total Tax Sheltering Value – This number represents the total of the Increased Assessed Value (IAV) of all TIF Districts that has been captured.

Estimated Tax Sheltering Savings – This is the estimated annual tax sheltering savings from all the TIF Districts.

11. Example of a Performing TIF

178 Kennebec Street (Affordable Housing TIF)

Duration: 30-year term (FY2020 through FY2049)

Percentages: 75% to Developer, 25% to City General Fund for the 30-year term.

The 178 Kennebec Street Affordable Housing TIF District was approved by the Portland City Council on July 16, 2018, and then by the Maine State Housing Authority on September 17, 2018.

This Affordable Housing TIF District supported the new construction of a building at 178 Kennebec Street for 51 units of senior residential rental housing, of which 40 units will be occupied by households with income not exceeding 60% AMI.

TIF revenues are used by Developer, 100 Parris Street, LP (The Szanton Company), to pay for operating costs for the project.

The subsequent investment and increase in assessed value is as follows:

Dates of Values	Real Estate Values
OAV 4/1/2017	\$0
4/1/2020	\$3,250,929
4/1/2021	\$5,688,400

FY2021 was the first year the Developer was eligible for TIF payments, with a TIF payment of \$56,834.

For more information, contact Mary Davis, Interim Housing and Economic Development Director, via email at mpd@portlandmaine.gov, or 1-207-874-8683.

PORTLAND TIF POLICY

February 22, 2021

I. INTRODUCTION

Tax Increment Financing (TIF) is an economic development program authorized under state law to support municipal projects. The TIF program allows municipalities to provide financial assistance to local economic development projects and programs – from infrastructure, municipal economic development programs and staff, to business expansions - by using new property taxes that result from new commercial or residential investment associated with the corresponding increase in property value.

Portland TIF Policy supports investment in municipal economic development programs, infrastructure investment (which is generally through the establishment of area wide or neighborhood TIF districts) and individual project site specific TIF districts to support either infrastructure or individual private project financing needs.

The City is committed to invest in infrastructure located within the public rights-of-way that encourage economic development. Use of TIF investment to invest in infrastructure recognizes the savings which occurs through the TIF Program tax sheltering benefits.

“Infrastructure” is defined, but not limited to: traffic upgrades, public parking facilities, roadway improvements, lighting, sidewalks, water and sewer utilities, storm water management improvements and placing above ground overhead electric and telecommunications lines underground.

II. STATE TIF LIMITATION

There are acreage and value caps limitations for municipalities to establish TIF along with term limits. Term limits include bonds which may be issued for a maximum of 20 years (anticipation notes for three years). TIF districts may be designated for a maximum of 30 years.

III. PURPOSE

The primary purposes of the TIF Policy include:

- A. To support Portland Economic Development and Housing Plans and Policies;
- B. To stimulate expansion of the City’s commercial and industrial tax base;
- C. To stimulate new affordable and market rate housing investment;
- D. To retain and create quality employment;
- E. To support Portland’s Capital Improvement Plan; and,
- F. To establish standards upon which the City Council will authorize TIF.

IV. GENERAL PRINCIPLES

The three primary general principles for the City Council to establish TIF districts include:

A. Investment

Minimum Real Property Investment. A minimum of \$1 million in new taxable investment property value for commercial and industrial development and \$500,000 for affordable housing development is needed to qualify for a TIF. This is the minimum amount which makes practical sense to consider use of the TIF program due to the amount of new municipal property tax revenue generated from new private investment.

B. Jobs Associated with Commercial and Industrial Development

Applicants for TIF participation will be required to provide a plan outlining the number and quality of jobs retained or created associated with each TIF district. While there is not a specific formula for the numbers of jobs associated with the amount of TIF financial assistance, the number and quality of the jobs will be taken into consideration for each TIF district. It is recognized that housing projects do not create many permanent jobs.

C. Maximize Tax Sheltering Benefits

A municipality's total equalized assessed value is used to calculate General Purpose Aid to Education (subsidy), State Revenue Sharing (subsidy) and County taxes (expense). When a municipality's equalized assessed value increases, State Aid for Education decreases, municipal revenue sharing decreases, and the municipality pays a greater portion of County taxes. TIF allows municipalities to "shelter" new value resulting from private investment from the calculation of its State subsidies (education and revenue sharing) and County taxes. In other words, specific municipal shelter benefits, for the term of the TIF, include:

- 1)** No reduction in State aid for education,
- 2)** No reduction in municipal revenue sharing and
- 3)** No increase in County taxes.

Annually, the Council Committee with jurisdiction over housing and community development and City Council will evaluate available TIF district capacity related to State acreage and value limitations to determine whether existing TIF districts need amending and/or new TIF district establishment. Scheduled public infrastructure investments included in the City's Capital Improvement Plan will inform decisions about adjustments to existing TIF districts or establishment of new TIF districts.

V. APPROACH, POLICY, and TERM REQUIREMENTS

Must meet or exceed the below requirements.

A. Approach

There are three approaches to consider establishing TIF districts. They include:

- 1) ***Municipal Economic Development Programs funded directly through a pay-as-you-go approach.***

Examples of municipal economic development programs include paying for economic development staff, annual funding to Creative Portland for city marketing/branding, and other TIF law allowable activities.

- 2) ***Area wide TIF districts financed by City Bond/Debt Issuance***

Issuance of municipal general obligation bonds or limited obligation bonds is a mechanism that may be used to fund a TIF district program. Allowable uses are spelled out in state TIF law. Generally, municipalities will issue debt to cover the cost of infrastructure investment.

- 3) ***Individual Site Specific TIF districts utilizing Credit Enhancement Agreements (CEAs)***

A CEA is a contract between a municipality and developer to assist an individual development project by using a percentage or all of the tax revenue generated by the investment to pay certain authorized project costs which could include site specific infrastructure or private individual project financing needs. Allowable project costs are spelled out in state TIF law.

B. Policy for the Three Approaches

1. **Policy for Municipal Economic Development Programs.**

Requires annual review and City Council financial appropriations.

2. **Policy for Area wide TIF District Locations (for City Bond/Debt Issuance)**

- a) Area wide TIF will be established for infrastructure investment which has applications beyond one individual project.
- b) City TIF emphasis will be placed upon the following general “Priority Revitalization Areas” to support commercial development, housing development, redevelopment, or to support buildings in need to redevelopment, address blight or historic preservation:

- Affordable housing projects off peninsula;
- Riverside Street commercial and industrial zoned areas;
- Forest Avenue corridor from I-295 to Woodfords Corner;
- Washington Avenue corridor from Congress Street to I-295;
- Portland Technology Park ;
- Areas in which future significant wastewater and/or stormwater infrastructure investments are planned;
- West Commercial Street vacant property;
- Libbytown;
- St. Johns Street Valley;
- Other areas based upon scheduled public infrastructure investment included in the City's Capital Improvement Plan.

The above list of general priority revitalization areas serve as guides to establish specific boundaries for TIF districts at time of district establishment.

- c) Market Rate Housing. Market rate rental housing projects must be located in priority revitalization areas to stimulate housing investment for the purpose of attracting 24/7 pedestrian activity. Pursuant to State Law, TIF for condominium projects are not allowed.
- d) Affordable Housing. Affordable Housing TIF (AHTIF) may be designated on an area wide or site specific basis.

The relevant City Council Committee will complete an annual assessment of housing needs and priorities. This assessment will include a determination regarding designation of an area wide AHTIF. Site specific AHTIF requests submitted by developers will be considered on a case-by-case basis. Area wide or site specific AHTIF designations must address an identified community need.

State law requires that at least 25% of the district area must be suitable for residential use, development must be primarily residential, and at least 1/3 of the units must be for households at or below 120% of area median income which allows for individual mixed income projects or area wide affordable housing TIF districts.

Allowable uses of AHTIF revenues are defined by State law.

- e) City preference is to invest in area wide public infrastructure TIF districts versus establishing individual private site specific TIF districts.

- f) Area wide TIF districts also should seek to maximize the benefit of downtown and transit oriented development (TOD) districts which are exempt from State TIF law for acreage and value limitations.
- g) Terms for area wide TIF districts will be considered for up to 100% of new tax revenue and upwards of thirty (30) years, the maximum allowed by State law, due to the long-term need to invest in neighborhood infrastructure.

NOTE 1: As of this Amended TIF Policy date, there are two existing area wide TIF Districts, i.e., Bayside and Waterfront TIF Districts.

NOTE 2: As of this Amended TIF Policy date, there also exists two Transit Oriented Development (TOD) District, namely the Thompson Point TOD TIF District and the Downtown TOD TIF District to support new or expanded transit services and improved transit connections between the Portland Transportation Center, Jetport and Downtown.

3. Policy for Individual Site Specific TIF Districts Utilizing Credit Enhancement Agreements (CEAs)

- a) CEAs for individual site specific TIF districts will be considered for investment in infrastructure or project financing need and cannot be applied to any agreed upon public infrastructure improvements associated with a City Council approved conditional rezone agreement. Additional provisions related to CEAs include:

- i) City Green Building Code

Compliance with the City's Green Building Code is required when TIF assistance is provided to individual private project CEAs.

- ii) Affordable Housing

Affordable Housing TIF (AHTIF) may be designated on an area wide or site specific basis. Developments are encouraged to promote economic diversity.

The City Council Committee will complete an annual assessment of housing needs and priorities. This assessment will include a determination regarding designation of an area wide AHTIF. Site specific AHTIF requests submitted by developers will be considered on a case-by-case basis. Area wide or site specific AHTIF designations must address an identified community need.

State law requires that at least 25% of the district area must be suitable for residential use, development must be primarily residential, and at least 1/3 of the units must be for households at or below 120% of area median income which allows for individual mixed income projects or area wide AHTIF districts.

Affordable means that the percentage of income a household is charged in rent and other housing expenses including utilities, or must pay in monthly mortgage payments (including real estate taxes, mortgage insurance, condominium/HOA fees, insurance and utilities), does not exceed 30% of a household's gross income, or other amount established in city regulations that does not vary significantly from this amount. These restrictions must remain in place for the full term of the AHTIF district.

Allowable uses of AHTIF revenues are defined by State law.

(iii) State Prevailing Wage Requirement

Any firms employed in the construction phase of a TIF-assisted project must compensate all employees the current wage rates and fringe benefits as required under applicable state prevailing wage law under 26 M.R.S.A. §1306, or Portland City Ordinance Ch. 33, §33-1 to 33-12, whichever is greater.

City staff shall provide to the relevant City Council Committee an annual update on:

- a) the impact of this prevailing wage requirements on CEAs;
- b) feasibility of construction firms to pay prevailing wages and benefits; and
- c) compliance with this section.

(iv) Equal Employment Opportunities and Nondiscrimination

The developer and its contractors employed in the construction phase of a TIF-assisted project shall adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. All employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status,

genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by the developer and its contractors where appropriate. This policy shall not be construed to prohibit any employment action or policy which is required by federal law, rule or executive order.

b) Applicants for CEA participation must demonstrate and pay the following:

i) Financial Necessity.

The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed.

ii) Financial Capacity.

The applicant must demonstrate financial capacity to support their project.

iii) Fees

A financial underwriting analysis will be conducted by a third party on all projects requesting CEA participation. Applicants for CEA assistance will be responsible for reimbursing the City for all project third party legal and financial underwriting costs.

C. Terms for CEA Projects

1) Maximum Percentages.

A maximum average percentage of 65% for the entire term associated with individual project CEAs. Notwithstanding the previous sentence, the maximum average percentage for the entire term associated with individual project CEAs for affordable housing shall be 75%. For the purposes of this policy, the term affordable housing shall be defined as in "V. Approach, Policy, and Term Requirements" Section B(3)(a)(ii) (Affordable Housing) of the Portland TIF Policy.

2) Maximum Number of Years.

Up to twenty (20) years to match individual private sector commercial financing terms; for Affordable Housing projects, up to thirty (30) years (affordability must be maintained for the full term of the TIF). The term of a TIF may start upon

agreed trigger event, such as an increased assessed value. This would be included in a CEA on that negotiated triggering event.

3) Use of Maine Services for CEA Projects Encouraged.

VI. TIF APPLICATION AND ADMINISTRATION PROCESS

A. Application Information and Contact.

The Housing and Economic Development Department handle all TIF inquires and processes requests for TIF. An applicant must submit a letter or application to the Housing and Economic Development Department outlining the proposed project, including TIF project financial information, a plan outlining both the number of permanent and construction jobs associated with the proposed project, housing affordability, as well as a demonstrated ability to meet the requirements under Section B(3)(a) of this policy.

B. Approval Process.

There is a two step approval process which includes obtaining a recommendation from the City Council Committee and City Council approval. Two meetings (or readings) by the City Council are needed. The City Council vote on the TIF occurs at the second meeting.

C. Post-Construction Report to City Council.

The Housing and Economic Development Department shall provide a post-construction report to the City Council Committee and City Council regarding each TIF-assisted project which shall include, but not be limited to, an analysis of the adherence to Section (V)(B)(3)(a) of this policy.

D. Annual Report to City Council.

The Housing and Economic Development Department shall provide annual reports to the City Council Committee and City Council regarding TIF district activity.



SUMMARY OF ALL APPROVED
TAX INCREMENT FINANCING (TIF) DISTRICTS
IN THE CITY OF PORTLAND A/O JUNE 30, 2023

This provides an overview of the thirty-four Tax Increment Financing Districts (TIF's) approved by the City of Portland.

Of the 34 Districts:

- 7 have expired;
- 2 were terminated;
- 3 are area-wide TIF Districts (Bayside, including one Credit Enhancement Agreement; Waterfront, including one Credit Enhancement Agreement; and, Downtown Transit Oriented Development TIF District) used primarily by the City of Portland for public infrastructure, workforce training, staff salary and fringe benefits, and administrative expenses, Metro, Creative Portland, and debt service;
- 18 are Affordable Housing TIF Districts;
- 3 are Commercial TIF Districts; and,
- 1 is a Transit Oriented Commercial TIF District.

Below are details of each of these TIF Districts.

1. Nichols Portland (Economic Development TIF) (Expired FY14)

Duration: 20 year term (FY95 through FY14)

Percentages: Years 1 to 5, 90% to Recipient, 10% to City General Fund; years 6 to 10, 75% to Recipient, 25% to City General Fund; years 11 to 20, 50% to Recipient, 50% to City General Fund.

Location: 2400 Congress Street

This TIF was created to support Nichols Portland expansion of its existing manufacturing facility at 2400 Congress Street and retain 450 jobs.

2. Shipyard/Longfellow (Economic Development TIF) (Expired FY07)

Duration: 12 year term (FY96 through FY07). Please note this TIF has expired and the City General Fund is receiving 100% of the real estate taxes.

Percentages: 90% to Recipient, 10% to City General Fund Years 1 through 6; 50% to Recipient; 50% to City General Fund Years 7 through 11; 1% to Recipient, 99% to City General Fund Year 12.

Location: Newbury Street

This TIF was used to transform the former Crosby-Laughlin site on Newbury Street into the Shipyard Brewing Company.

3. Auto Europe (Economic Development TIF) (Expired FY11)

Duration: 15 year term (FY97 through FY11). Please note this TIF has expired and the City General Fund is receiving 100% of the real estate taxes.

Percentages: 75% to Recipient; 25% to City General Fund

Location: Commercial Street across the street from Casco Bay Lines, former Galt Block building.

This TIF was used to renovate the former Galt Block Building into the headquarters for Auto Europe. The Galt Block Building had been vacant for over 10 years.

4. Bramhall/Holt Hall (Economic Development TIF) (Expired FY19)

Duration: 20 year term (FY00 through FY19)

Percentages: 75% to Recipient; 25% to City General Fund, plus a Payment in Lieu of Taxes (PILOT) associated with first floor space.

Location: 794 Congress Street

This TIF was used to renovate Holt Hall, built in the 1860's, and then vacant in excess of 10 years, into 36 market rate rental apartments and office space on the ground floor at a cost of almost \$4 Million.

5. UNUM (Economic Development TIF) (Expired FY15)

Duration: 15 year term (FY01 through FY15)

Percentages: 100% capture of increased value with 75% going to the Recipient, and 25% going to economic development projects for the City.

Location: Outer Congress Street.

This TIF was utilized to support expansion of UNUM offices and to build a 1,200 space parking garage.

6. Waterfront TIF (Economic Development TIF)

Duration as originally approved March 18, 2002: 10 year term (FY03 to FY12)

Duration Extended as of June 7, 2010 for a 30-year term: FY03 to FY32

Percentages: Up to 100% TIF capture. Annually, the City Council has adjusted this TIF capture rate to place a portion of the property tax revenue in the City General Fund.

Location: Selected waterfront properties.

This is a municipal TIF to be used for waterfront projects, staff costs, and administrative expenses.

6a. Waterfront Maine LP (Cumberland Cold Storage Building) on Commercial Street (Economic Development TIF)

Duration: 20-year term (FY12 through FY31)

Percentages: 63% years 1 through 5; 64% years 6 through 10; 55% years 7 through 15; 45% years 16 and 17; 40% years 18 and 19; and, 35% year 20 – with a maximum cumulative TIF payment numeric cap not to exceed \$2,870,058.

Location: 252 Commercial Street on the Portland waterfront.

The City entered into the TIF in order to support the renovation of the Cumberland Cold Storage building into a Class A office building, with continued marine uses on the first floor and berthing according to zoning regulations. The reuse of this building will accommodate the relocation of Pierce Atwood, bringing its 175 employees to the Portland waterfront.

7. Bayside TIF (Economic Development TIF)

Duration: 30 year term (FY04 through FY33)

Percentages: Up to 100% TIF capture. Annually, the City Council has adjusted this TIF capture rate to place property tax revenue in the City General Fund.

The geographic area of this TIF District was expanded by City Council vote on November 17, 2014, expanding it from 62 acres, to 129 acres, to align with the area of Bayside contained in the *Bayside Vision Plans I and II*.

This is a municipal TIF to be used for public infrastructure improvements, relocation of the one remaining scrap metal recycling facility and acquisition of the scrap metal yard site, business recruitment marketing for the Bayside area, pledging TIF revenue as a repayment source to HUD or any other agency or entity that finances Bayside investment, workforce training, and administrative and staff costs. Investments from this TIF also included two Credit Enhancement Agreements (CEA's) with the following:

7a. Capital LLC (Intermed Building) on Marginal Way (Economic Development TIF) (Expired FY23)

Duration: 15 year term (FY09 through FY23)

Percentages: 100% to return, to Developer, to an annual maximum cap of \$355,000 for years FY2009 through FY2018, and annual maximum cap of \$325,000 for years FY2019 through FY2023 and annual debt service threshold test.

Location: Bayside next to I-295

The City entered into the CEA in order to assist with the development of a parking structure in connection with the office building.

7b. Southern Maine Student Housing on Marginal Way (Economic Development TIF) (**Expired FY18**)

Duration: 11 year term (FY08 through FY18)

Percentages: 100% to return, to Developer, to a maximum annual cap of \$120,000 and annual debt services threshold test.

Location: Bayside next to I-295

The City entered into the CEA in order to assist with the development of a parking structure in connection with the student housing development.

8. Riverwalk/Ocean Gateway (Economic Development TIF) (**Expired FY19**)

Duration: 13 year term (FY07 through FY19)

Percentages: Formula based percentages in Credit Enhancement Agreement

Location: Hancock and Fore Street area

The TIF was entered into to assist with the construction of a parking structure for the development plan for the area adjacent to Hancock Street.

9. Avesta/Pearl Place (Affordable Housing TIF)

Duration: 30 year term (FY08 through FY37)

Percentages: Various percentages captured value to return to Developer based on Maine State Housing Authority Certificate of Approval, to a maximum of \$22,000 annual cap.

Location: Oxford and Pearl Streets

This TIF is an affordable housing TIF to assist in the creation of affordable housing in the City's Bayside area along Oxford and Pearl Streets

10. Creative Portland Development and Arts (Economic Development TIF)

NOTE: *This area wide TIF District was reduced/renamed by the City Council on February 19, 2015, reducing the geography to just the Baxter Library property (see #10a below), and renaming it the Baxter Library TIF District with the term ending FY19; this will take effect with FY16).*

Original Duration: 15-year term (FY10 through FY24); **Term amended as noted above to end FY19.**

Original Percentages: 100% capture; annually, the City Council may adjust this TIF capture rate to place property tax revenue in the City General Fund; **Percentage amended to reflect the 65% capture for the Baxter Library project.**

Original Location: Multiple properties included in the Downtown Area; **Location amended as noted above to be only the Baxter Library property.**

This TIF was **originally** created to assist in maintaining the creative economy businesses through the creation of the Creative Portland Corporation and TIF funds to assist in funding its administrative personnel and program of activities up to a maximum of \$100,000 annually. ***This element of the original TIF District is now included in the recently created Downtown Transit Oriented Development (TOD) TIF District – See Item #18 below.***

10a. Baxter Library LP at 621 Congress Street (Economic Development TIF) (Expired FY19)

Duration: 9-year term (FY11 through FY19)

Percentages: Lesser of annual 65% to return to Developer or amount necessary to service project debt. Adjustments to annual payment if project refinancing occurs.

The City entered into the CEA in order to assist with the reuse, redevelopment, and preservation of a hallmark downtown building built in 1888, where adaptive reuse of this former library is challenging and expensive. This Project added \$2.5 Million in new municipal assessed commercial valuation. The reuse of this building accommodated the relocation of the VIA Group, bringing its then 64 employees to this upper area of downtown Portland.

11. McAuley Place (Economic Development TIF)

Duration: 30 year term (FY10 through FY39)

Percentages: 60% to Recipient; 40% to City General Fund.

Location: 605 Stevens Avenue

This TIF was created to assist in the renovation of the former Mother House/Convent (built over 100 years ago) on Stevens Avenue into a market rate independent senior living community, including 45 to 50 apartments in the renovated Convent; 25 to 30 apartments (new construction) in an addition to the Convent; and, 36 units (new construction) to be located in three townhouse/cottages adjacent to the Convent.

The project remained dormant for a number of years until 2016/2017, with an updated renovation plan in the Motherhouse/Convent into 88 units - 66 with affordable restrictions and 22 market rate, and 21 market rate residential units located between the Motherhouse/Convent and Baxter Woods.

12. PowerPay/Portland Public Market (Economic Development TIF)

Duration: 30 year term (FY11 through FY40)

Percentages: Years 1 through 8 – 75% to Developer, 25% to City General Fund; Years 9 through 30 – 50% to Developer, 50% to City General Fund.

Location: 25 Preble Street

This TIF district was created to support the retention and expansion of PowerPay, along with redeveloping an important asset in Portland’s Downtown that was formerly known as the Portland Public Market. Because of the complex renovation issues and the high cost associated with redeveloping the Portland Public Market property, PowerPay requested TIF assistance to cover the Project financing gap. PowerPay renovated and moved its headquarters to this location with well over 150 employees.

13. Thompson’s Point Development Company, Inc. (Transit-Oriented TIF)

Duration: 30 year term (FY15 through FY44).

Percentages:

Phase One of Project: Years 1 through 10 – 75% to Developer and 25% to City transit-oriented projects; years 11 through 15 – 60% to Developer, 25% to City transit-oriented projects, and 15% to City’s General Fund; years 16 through 20 – 50% to Developer, 25% to City transit-oriented projects, and 25% to City’s General Fund; years 21 through 30 – 40% to Developer, 25% to City transit-oriented projects, and 35% to City’s General Fund.

Phases Two and Three of Project: Years 1 through 30 – 0% to Developer; 25% to City transit-oriented projects; 75% to City’s General Fund.

Location: Thompson’s Point

This Transit-Orient Development (TOD) Tax Increment Financing (TIF) District was created to support Thompson’s Point Development Company Inc.’s redevelopment of Thompson’s Point into the **Forefront at Thompson’s Point**. Additionally, the TOD will assist to expand and improve transit connections between Thompson’s Point and key commercial locations within Portland (i.e. Jetport, Portland Transportation Center and Portland’s Downtown) and around the region.

Thompson’s Point consists of approximately 30 acres of real estate adjacent to the Portland Transportation Center that is home to the Northern New England Passenger Rail Authority, which runs the Amtrak Downeaster and Concord Trailways bus company.

The Forefront at Thompson’s Point is a mixed-use development that is transforming a blighted and grossly underutilized 30-acre parcel located along Interstate 295 into a highly visible gateway destination event center generating significant economic activity within the District and throughout Portland. The Company is redeveloping Thompson’s Point in a manner that includes a substantial investment in public infrastructure, including construction of an above-ground parking garage with approximately 700 spaces, road extensions and widenings, rail crossings upgrade, utility investments, and expanded walking and biking trails.

14. **The Village at Oceangate, LLC (Bay House)** (Economic Development TIF)
This TIF was terminated by the City Council on November 3, 2014 due to the conversion of market rate apartments into condominiums which is not allowable use of TIF funds.

Duration: 11 year term (FY14 through FY25)

Percentages: Years 1 through 5 – 75% to Developer, 25% to City General Fund; Years 6 through 10 - 65% to Developer, 35% to City General Fund. Total revenue to developer is capped at \$647,971 over the term of the District.

Location: Hancock Street, between Newbury and Middle Streets.

This TIF district was created to support the development of The Bay House Project. The Project includes the construction of two new buildings that will contain ninety-four (94) market rate apartments, a parking garage, and approximately 5,700 square feet of commercial retail space. Use of TIF proceeds is directed to support public infrastructure investments.

15. **Fore India Middle, LLC (former Jordan's Meat Site)** (Economic Development TIF)
This TIF was terminated by the City Council on November 3, 2014 due to the project not coming to fruition.

Duration: 4 year term (FY14 through FY17)

Percentages: Years 1 and 2 – 50% to Developer, 10% to City TIF Project; 40% to City General Fund; Year 3 - 40% to Developer, 10% to City TIF Project; 50% to City General Fund; Year 4 – 40% to Developer, 60% to City General Fund. Total revenue to developer is capped at \$650,000 over the term of the District.

Location: Portion of block surrounded by Fore, India, and Middle Streets.

This TIF district was created to support the development of a portion of the former Jordan's Meats site. This development project includes a five-story, approximately 180,000 sf. of mixed-use consisting of 12,300 sf. of retail space on Middle Street, 9,800 sf. of retail space on Fore Street, three levels of office space comprising 63,900 sf. on Middle Street, and 18 residential condominium units along Fore Street and India Street. In addition, there will be two "internal" parking garages behind the retail spaces (not visible from the street), one 110-space garage at the Fore Street level, and another 63-space garage one story above at the Middle Street Level. The Developer expects to have an urban grocery on Middle Street with a variety of produce, meats, food, and household items, with an emphasis on natural, organic and healthy items. The other retail users and the office users have not been identified yet. Use of TIF proceeds is directed to support public infrastructure investments.

16. **409 Cumberland Avenue** (Affordable Housing TIF)

Duration: 22 year term (FY14 through FY35)

Percentages: 50% to Developer; 50% to City Housing Affordable Housing Revolving Loan Fund

This Affordable Housing TIF District supports the development of 46 affordable units and 11 market rate units of rental housing. TIF revenues will be used by Developer to pay operating costs for the project; City TIF revenues will be used for the establishment of an affordable housing revolving loan fund.

17. 134 Washington Avenue (Affordable Housing TIF)

Duration: 20 year term (FY15 through FY34)

Percentages: 50% to Developer; 50% to City General Fund.

This Affordable Housing TIF District supports the development of an 18-unit residential rental project. TIF revenues will be used by Developer to pay for operating costs for the project.

18. Downtown Transit Oriented Development (TOD) TIF (Economic Development TIF District)

Duration: 30 year term (FY16 through FY45)

Percentages: 12% Year One; 22% years 2 through 4; and up to 100% years 5 through 30.

This Downtown TOD TIF will support various municipal and other development projects, including sidewalk and pedestrian enhancements, streetscape, lighting, yearly funding of up to \$100,000 for Creative Portland to assist in funding its administrative personnel and program of activities (see Item #10 above), street alignment, utilities, bicycle improvements, public transit, wayfinding, workforce training, administrative and staff costs.

19. 17 Carleton Street (Affordable Housing TIF)

Duration: 22 year term (FY16 through FY37)

Percentages: Years 1 and 2: 0% to Developer; 100% to City. Years 3 through 22: 65% to Developer; 35% to City General Fund.

This Affordable Housing TIF District supports the development of a 37-unit residential rental project. TIF revenues will be used by Developer to pay for operating costs for the project.

20. ImmuCell (Economic Development TIF)

Duration: 12 year term (FY18 through FY29)

Percentages: Years 1 through 11: 65% to Developer, 35% to City General Fund; Year 12: 30% to Developer, 70% to General Fund.

Location: 56 Evergreen Drive

This Economic Development TIF supports ImmuCell Corporation's expansion from its existing facility at 56 Evergreen Drive to a new two-story, 12,625 sq. ft. (est.) production facility on Caddie Lane off of Riverside Street. ImmuCell Corporation is a growing animal

health company that develops, manufactures, and sells products that improve animal health and productivity in the dairy and beef industry. Over the last nearly 16 years, the Company has invested in excess of \$11 Million in the R&D of a product that addresses mastitis, the most significant cause of economic loss to the dairy industry. This lead product in development is **Mast Out**, a novel, ground-breaking treatment for mastitis in lactating dairy cows. Completion of construction of this new facility was done 2017.

21. Deering Place (Affordable Housing TIF)

Duration: 30 year term (FY19 through FY48)

Percentages: 75% to Developer, 25% to City General Fund for 30 year term.

Location: 498 Cumberland Avenue

This Affordable Housing TIF District supports the development of 75 units of residential rental housing. TIF revenues will be used by Developer to pay for operating costs for the project.

22. 58 Boyd Street (Affordable Housing TIF)

Duration: 30 year term (FY19 through FY48)

Percentages: 50% to Developer, 50% to City General Fund for 30 year term.

This Affordable Housing TIF District supports the development of a 55-unit, mixed income, multi-family rental apartment building. TIF revenues will be used by Developer to pay for operating costs for the project.

23. 977 Brighton Avenue (Affordable Housing TIF)

Duration: 30 year term (FY20 through FY49)

Percentages: 75% for 30 years to Developer; 25% to City General Fund.

This Affordable Housing TIF District supports the development of 40 units of senior rental housing. TIF revenues will be used by Developer to pay for operating costs for the project.

24. 178 Kennebec Street (Affordable Housing TIF)

Duration: 30 year term (FY20 through FY49)

Percentages: 75% for 30 years to Developer; 25% to City General Fund.

This Affordable Housing TIF District supports the development of 51 units of senior rental housing. TIF revenues will be used by Developer to pay for operating costs for the project.

25. 37 and 63 Front Street (Affordable Housing TIF)

Duration: 30 year term (FY21 through FY50)

Percentages: 75% for 30 years to Developer; 25% to City General Fund.

This Affordable Housing TIF District supports the construction of a 60-unit mixed income residential rental housing project for individuals and families, and a 45-unit mixed income residential rental housing project for seniors. TIF revenues will be used by Developer to pay for operating costs for the project.

26. 66 State Street (Affordable Housing TIF)

Duration: 30 year term (FY21 through FY50)

Percentages: 75% for 30 years to Developer; 25% to City General Fund.

This Affordable Housing TIF District supports the rehabilitation of an existing building into a lodging house with 38 rooming units, and the construction of a 30-unit residential rental housing project. TIF revenues will be used by Developer to pay for operating costs for the project.

27. 83 Middle Street (Affordable Housing TIF)

Duration: 30 year term (FY21 through FY50)

Percentages: 50% for 30 years to Developer; 50% to City General Fund

This Affordable Housing TIF District supports the construction of a 50-unit residential rental housing project, with 20 of the units occupied by households with income not exceeding 50% of area median income, and 30 units occupied by households with income not exceeding 60% of area median income. TIF revenues will be used by Developer to pay for operating costs for the project.

28. 104 Grant Street (Affordable Housing TIF)

Duration: 30 year term (FY21 through FY50)

Percentages: 75% for 30 years to Developer; 25% to City General Fund.

This Affordable Housing TIF District supports the construction of 23 owner-occupied condominium units, 8 of the units in which will be conveyed to households with income not exceeding 120% of area median income. TIF revenues will be used by Developer to pay for operating costs for the project, including debt service.

29. 200 Valley Street (Affordable Housing TIF)

Duration: 30 year term (FY21 through FY50)

Percentages: 75% for 30 years to Developer; 25% to City General Fund

This Affordable Housing Project supports the construction of a 60-unit residential rental housing project, 36 of the units in which will be occupied by households with income not

exceeding 50% of area median income; 12 of the units in which will be occupied by households with income not exceeding 60% of area median income; and, the remaining 12 units will be market rate. TIF revenues will be used by Developer to pay for operating costs for the project, including funding the Project's capital reserve account.

30. 337 Cumberland Avenue (Affordable Housing TIF)

Duration: 30 year term (FY21 through FY50)

Percentages: 75% for 30 years to Developer; 25% to City General Fund.

This Affordable Housing Project supports the construction of a 60-unit residential housing project, 36 of the units in which will be occupied by households with income not exceeding 50% of area median income; 12 of the units in which will be occupied by households with income not exceeding 60% of area median income; and, the remaining 12 units will be market rate. TIF revenues will be used by Developer to pay for operating costs for the project, including funding the Project's capital reserve account.

31. 577 Washington Avenue (Affordable Housing TIF)

Duration: 30 year term (FY21 through FY50)

Percentages: 50% for 30 years to Developer; 50% to City General Fund.

This Affordable Housing Project supports the rehabilitation of a 100-unit residential rental housing project, with 60 of the units in which be occupied by households with income not exceeding 50% of area median income, and the remaining 40 units will be occupied by households with income not exceeding 60% of area median income. TIF revenues will be used by Developer to pay for operating costs for the project, including funding the Project's capital reserve account.

32. 73 Winter Street (Affordable Housing TIF)

Duration: 30 year term (FY2022 through FY2051)

Percentages: 50% for 30 years to Developer; 50% to City General Fund.

This Affordable Housing Project supports the construction of a 43-unit residential rental housing project for individuals and families, 26 of the units in which will be occupied by households with income not exceeding 50% of area median income, and the remaining 17 units will be occupied by households with income not exceeding 60% of area median income. TIF revenues will be used by Developer to pay for operating costs for the project, including funding the Project's capital reserve account.

33. 91 Winter Street (Affordable Housing TIF)

Duration: 30 year term (FY2022 through FY2051)

Percentages: 50% for 30 years to Developer; 50% to City General Fund.

This Affordable Housing Project supports the construction of a 43-unit residential rental housing project for individuals and families, 26 of the units in which will be occupied by households with income not exceeding 50% of area median income, and the remaining 17

units will be occupied by households with income not exceeding 60% of area median income. TIF revenues will be used by Developer to pay for operating costs for the project, including funding the Project's capital reserve account.

34. 45 Dougherty Court (Affordable Housing TIF)

Duration: 30 year term (FY2024 through FY2053)

Percentages: 75% for years 1 through 12; years 13 through 30 the capture rate will decrease 3.75% per Tax Year

This Affordable Housing Project, at 43 and 91 Douglass Street, supports the construction of 63 units of residential rental housing for individuals and families, with 46 units maintaining affordability for households earning at or below 60% of AMI.

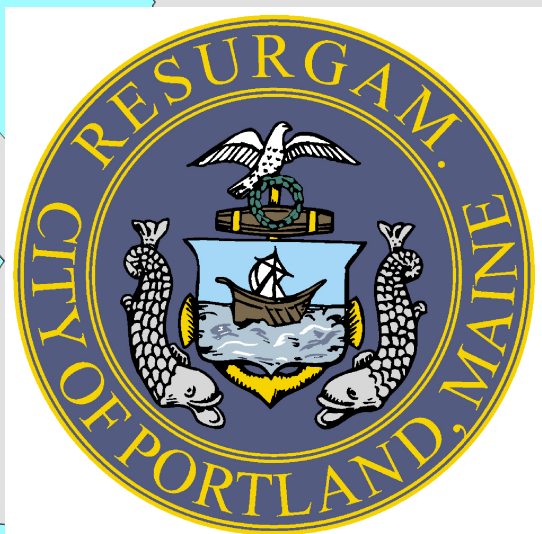
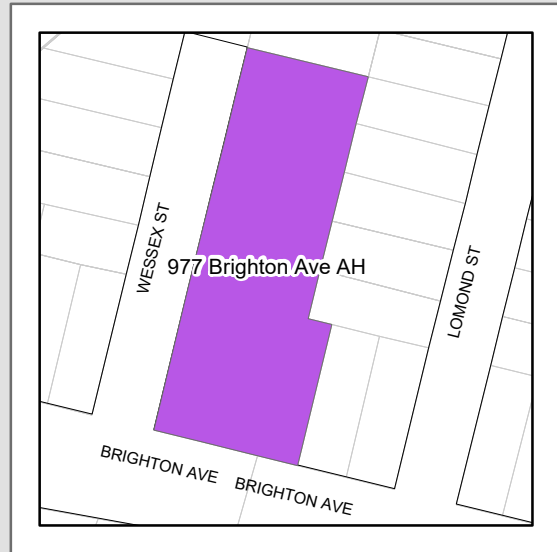
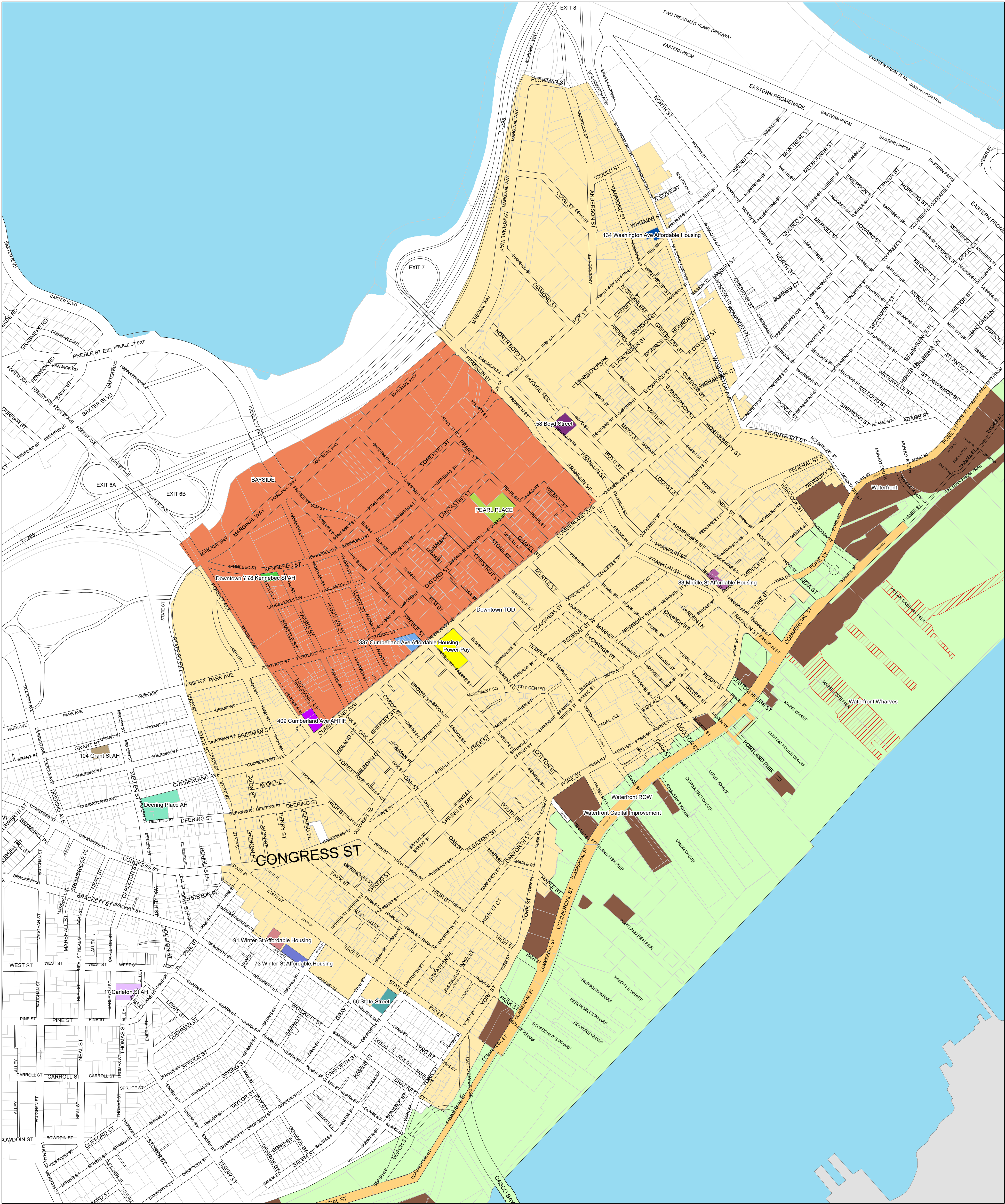
EXHIBIT C

MAPS HIGHLIGHTING CURRENT TIF DISTRICTS

City of Portland
Tax Increment Financing Districts
November 2021

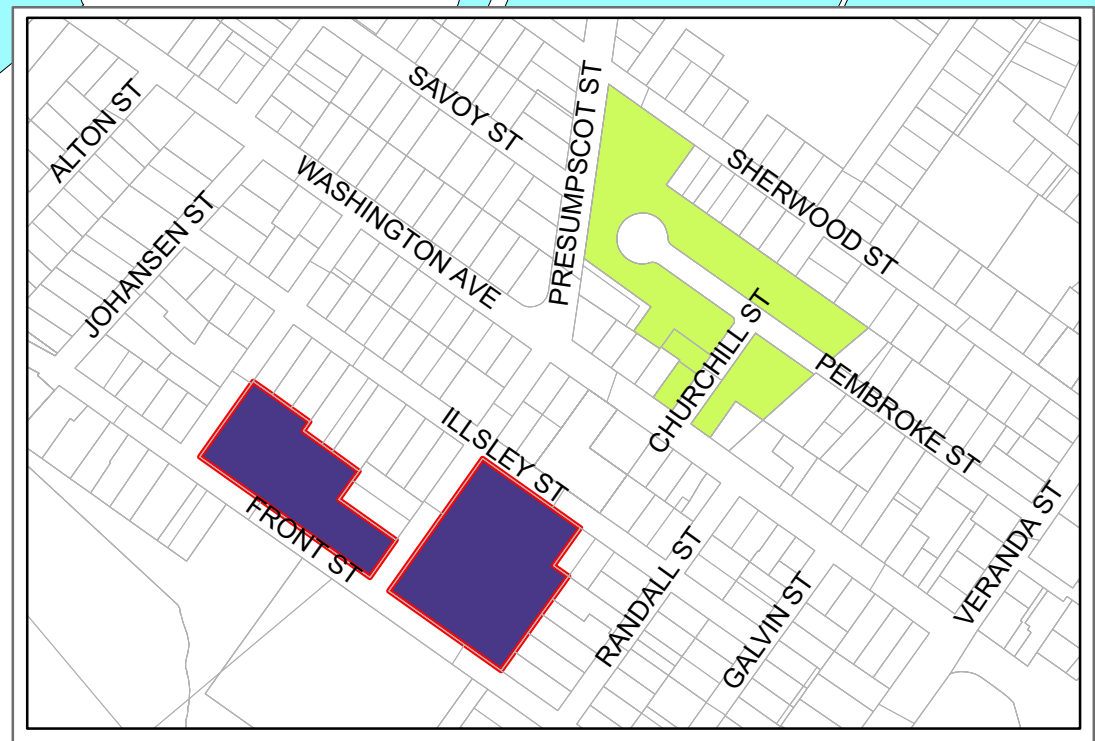
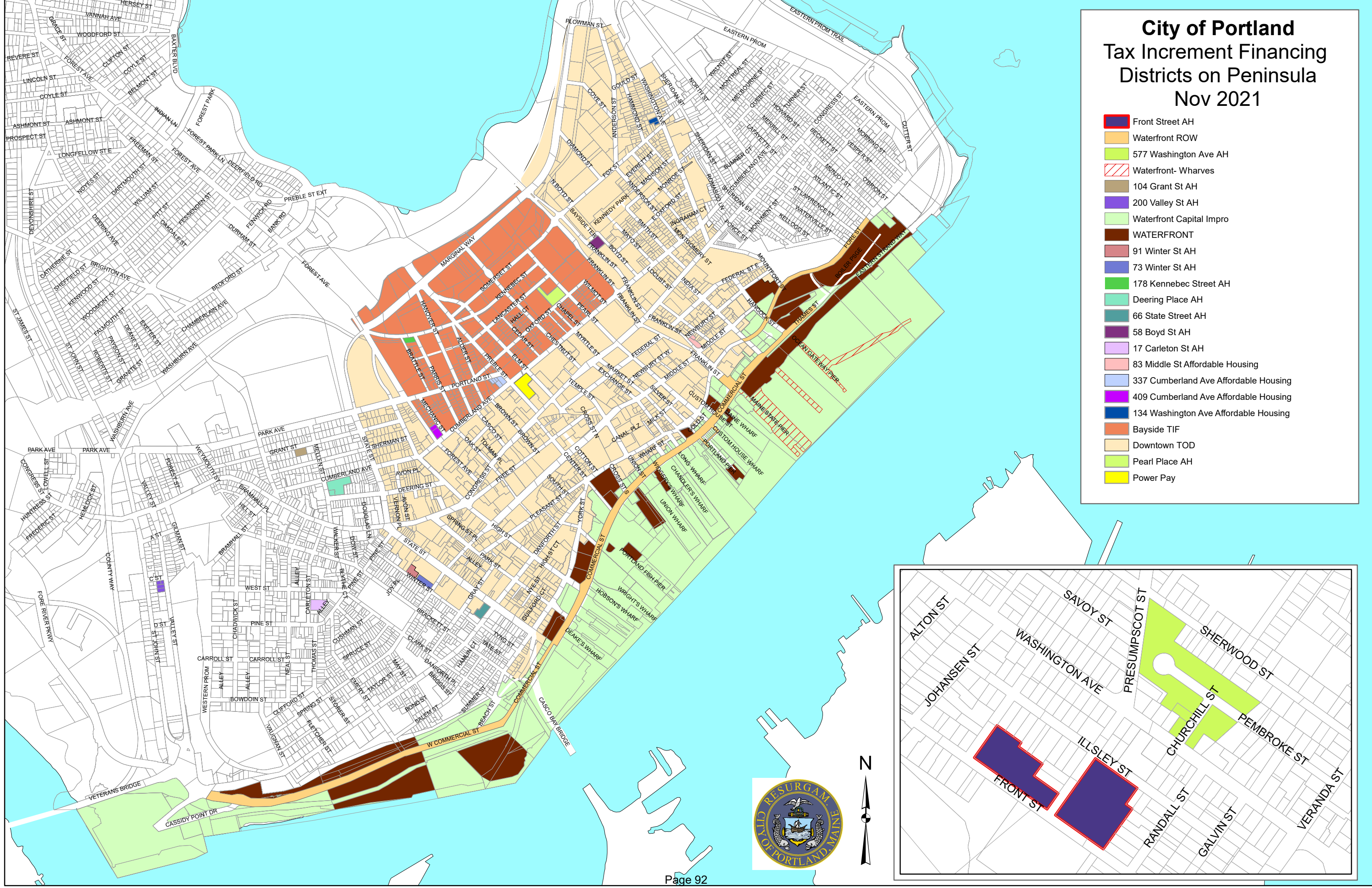
TIF Districts

- Thompson Point
- Waterfront Right of Way
- Waterfront- Wharves
- 104 Grant St AH
- 977 Brighton Ave AH
- 577 Washington Ave AH
- 200 Valley St AH
- ImmuCell
- WATERFRONT
- Proposed Front Street AH
- Waterfront Capital Impro
- 91 Winter St AH
- 17 Carleton St AH
- 337 Cumberland Ave Affor
- 58 Boyd Street
- 66 State Street
- 178 Kennebec Street AH
- 73 Winter St AH
- 83 Middle St Affordable
- Downtown TOD
- Deering Place
- McAuley Place
- 409 Cumberland Ave Affordable Housing
- 134 Washington Ave Affordable Housing
- Bayside
- Downtown TOD
- Pearl Place
- Power Pay



City of Portland Tax Increment Financing Districts on Peninsula Nov 2021

- Front Street AH
- Waterfront ROW
- 577 Washington Ave AH
- Waterfront- Wharves
- 104 Grant St AH
- 200 Valley St AH
- Waterfront Capital Impro
- WATERFRONT
- 91 Winter St AH
- 73 Winter St AH
- 178 Kennebec Street AH
- Deering Place AH
- 66 State Street AH
- 58 Boyd St AH
- 17 Carleton St AH
- 83 Middle St Affordable Housing
- 337 Cumberland Ave Affordable Housing
- 409 Cumberland Ave Affordable Housing
- 134 Washington Ave Affordable Housing
- Bayside TIF
- Downtown TOD
- Pearl Place AH
- Power Pay



LEGEND

- TAX MAP 78-B-7 & 78-C-2 AS OF AGREEMENT APPROVAL
- MCDP Co-Op PARCEL
- THE SZANTON COMPANY PARCEL

THE SZANTON COMPANY
73,006 SF
(+/- 1.675 AC)

MCDP Co-OP
73,006 SF
(+/- 1.675 AC)

PROPOSED LOT AREA=
146,012 S.F. ±
3.35 ACRES ±

FUTURE BUILDING

DOUGHERTY FIELD
N/F
CITY OF PORTLAND
1687/157-159
1683/425
1622/C
1573/98
1613/154
1615/84

DOUGLASS STREET
52' WIDE ROW

CONGRESS STREET

ADJACENT LOTS:

- TM 78-B-6 N/F POPE TREE PROPERTY MGT LLC 14405/242
- TM 78-B-9 N/F HILLARY COOKE & ISAAC STRODE 31690/200
- TM 78-B-5 N/F DONALD & KATHLEEN HARDEN 8889/16
- TM 78-B-4 N/F CHARLES & ROSINA O'DOURKE 15823/161
- TM 78-B-3 N/F JONATHAN BRADSTREET 25336/96
- TM 78-B-42 N/F GERALDINE & GERALD LOSER 31068/165
- TM 78-B-2 N/F NINA BANC 32598/207
- TM 78-B-1 N/F DAWN LOVELAKE 32203/46
- TM 78-C-1 N/F ROBERT RICHARDSON & PHILIP STOCKER 35678/99
- TM 78-C-19 N/F BK PROPERTIES LLC 34701/211
- TM 78-C-29 N/F GARY & RACHEL WICKEL 22153/27
- TM 78-C-18

SCALE: 1" = 30'

NOT FOR CONSTRUCTION

EXHIBIT D

FYE2023 Report		FY2023 Tax Rate:		0.01361							
TIF Name	Starts/		TIF PLAN	TOTAL	ORIGINAL	Increased	PERCENT	Total Cpt.	PROCEEDS	City TIF	City General Fund
	Ends-FY	TERM	YEAR/updat ed 9/19/2023	ASSESSED VALUE	ASSESSED VALUE	Assessed value	APPLIED	Value	TO OWNER	Funds	(OAV and Non- Captured Taxes from IAV)
SITE Specific with CEA:											
AVESTA/Pearl Place	08/37	30 YEARS	16	6,473,600	646,050	5,827,550	31%	1,806,541	22,000	0	66,106
- FY2023 Taxes				88,106	8,793	79,313		22,000			
PowerPay/Ptld Pub Mkt	11/40	30 YEARS	13	10,305,700	1,862,600	8,443,100	50%	4,221,550	57,455	0	82,805
- FY2023 Taxes				140,261	25,350	114,911		57,455			
McAuley	10/39	30 YEARS	14	19,839,000	0	19,839,000	60%	11,903,400	162,005	0	108,004
- FY2023 Taxes				270,009		270,009		162,005			
Thompson's Point TOD	15/44	30 YEARS	9	17,543,800	3,844,900	13,698,900	100%	13,698,900	139,832	46,611	52,329
- FY2023 Taxes				238,771	52,329	186,442		186,442			
409 Cumberland Ave. AH	14/35	22 YEARS	10	5,758,900	470,200	5,288,700	100%	5,288,700	35,990	35,990	6,399
- FY2023 Taxes				78,379	6,399	71,979		71,979			
134 Washington Ave. AH	15/34	20 YEARS	9	1,267,200	155,600	1,111,600	50%	555,800	7,564	0	9,682
- FY2023 Taxes				17,247	2,118	15,129		7,564			
17 Carleton St. AH	16/37	22 YEARS	8	3,294,700	261,660	3,033,040	65%	1,971,476	26,832	0	18,009
- FY2023 Taxes				44,841	3,561	41,280		26,832			
ImmuCell	18/29	12 YEARS	6	4,266,200	52,600	4,213,600	65%	2,738,840	37,276	0	20,787
- FY2023 Taxes				58,063	716	57,347		37,276			
58 Boyd Street AH	19/48	30 YEARS	5	5,363,200	0	5,363,200	50%	2,681,600	36,497	0	36,497
- FY2023 Taxes				72,993							
Deering Place AH	19/48	30 YEARS	5	10,106,300	0	10,106,300	75%	7,579,725	103,160	0	34,387
- FY2023 Taxes				137,547							
977 Brighton Ave AH	20/49	30 YEARS	4	3,754,600	291,100	3,463,500	75%	2,597,625	35,354	0	15,746
- FY2023 Taxes				51,100							
178 Kennebec St AH	20/49	30 YEARS	4	5,688,400	0	5,688,400	75%	4,266,300	58,064	0	19,355
- FY2023 Taxes				77,419							
66 State St AH	21/50	30 YEARS	3	2,822,000	0	2,822,000	75%	2,116,500	28,806	0	9,602
- FY2023 Taxes				38,407							
83 Middle Street	21/50	30 YEARS	3	645,700	62,400	583,300	50%	291,650	3,969	0	4,819
- FY2023 Taxes				8,788							
104 Grant Street	21/50	30 YEARS	3	6,977,500	419,600	6,557,900	75%	4,918,425	66,940	0	28,024
- FY2023 Taxes				94,964							
Area-Wide TIFs, with CEA											
BAYSIDE	04/33	30 YEARS	20	402,399,810	121,639,640	280,760,170	45%	126,342,077		1,719,516	3,757,146
FY2023 Taxes				5,476,661	1,655,516			1,719,516			
- CEA/Atlantic Bayside Trust	09/23	15 YEARS	15	38,587,200	0		Formula		0		
WATERFRONT	03/32	30 YEARS	21	231,270,070	34,299,010	196,971,060	64%	126,061,478		1,551,115	1,431,889
FY2023 Taxes				3,147,586	466,810			1,715,697			
- CEA/Waterfront Maine	12/31	20 YEARS	12	22,937,700	950,900	21,986,800	55%	12,092,740	164,582		
DOWNTOWN TOD TIF	16/45	30 YEARS	8	2,257,137,740	965,007,320	1,292,130,420	10%	129,213,042		1,758,590	28,961,055
FY2023 Taxes				30,719,645	13,133,750	17,585,895		1,758,590			
Total Value:				2,994,914,420	1,129,012,680	1,865,901,740		448,253,628			
Total Taxes:				40,760,785	15,365,863	25,394,923		6,100,732	986,325	5,111,820	34,662,640

City of Portland | Health & Human Services Department
Kristen Dow, *Director*



To: Mayor Snyder and Members of the Portland City Council
CC: Danielle P. West, City Manager
From: Aaron Geyer, Social Services Director
Date: November 8, 2023
Re: 166 Riverside Industrial Parkway Shelter Update

The 166 Riverside Industrial Parkway shelter continues to move forward on schedule, with an anticipated opening date of November 29, 2023. In the current schedule the builder aims to secure a Certificate of Occupancy on Nov. 15, 2023. A final floor polish is scheduled for November 17th and 18th, with final punch list items completed the 20th-22nd. Furnishing(s) including beds, linens, cafeteria tables, washers, dryers and office furniture are all scheduled to arrive and be assembled November 27th-29th.

Greater Portland Council of Governments (GPCOG) has scheduled a day of volunteering on November 27th, with 37 volunteers from seven municipalities signed up to help assemble beds, clean the interior, and complete yard work.

Transportation for guests of the shelter will be provided via shuttle van. A new van will be purchased, and a route and a schedule is being developed. Maine Immigrants Rights Coalition (MIRC) is contracted to provide food for the shelter, and city staff are working with them as they develop what that will look like.

The City of Portland plans to hire an additional 43 staff to run the shelter for the first 18 months of its operations. These positions include Human Services Counselors, Shelter Attendants, Custodians, and Program staff. To date, 38 of those positions have been posted, and we are in the process of conducting interviews and making offers of employment.

City staff will coordinate guests' transition from the HSC to 166 Industrial Parkway. As a result of this relocation, an estimated 100-120 beds will become available at the HSC. After guests are transitioned from the HSC, staff intend to begin filling remaining beds at 166 Industrial Parkway with referrals from the Prevention and Diversion team. (166 Industrial Parkway has a total capacity of 179 beds.)

We will be sure to keep you up to date as this project continues to move forward.

October 31, 2023

John Eldridge
Town Manager
Town of Brunswick
85 Union Street
Brunswick, ME 04011

Michael Foley
Mayor
City of Westbrook
2 York Street
Westbrook, ME 04092

Caroline Pelletier
Interim Town Manager
Town of Freeport
30 Main Street
Freeport, ME 04032

Nathan Poore
Town Manager
Town of Falmouth
271 Falmouth Road
Falmouth, ME 04105

Nat Tupper
Town Manager
Town of Yarmouth
200 Main Street
Yarmouth, ME 04096

Danielle West
City Manager
City of Portland
389 Congress Street
Portland, ME 04101

Re: Greater Portland Transit District: Preliminary 2024 Budget and Municipal Assessments

Dear Transit Partners:

In accordance with MRS Title 30-A, Chapter 163 (Transportation), the Greater Portland Transit District ("Metro") is submitting its fiscal year 2024 operating budget and municipal assessments. Metro's 2024 fiscal year operates from January 1, 2024-December 31, 2024.

On October 26, 2023, Metro's Board of Directors unanimously approved the fiscal year 2024 preliminary budget and municipal assessments. The total operating budget for fiscal year 2024 is \$16,842,679 and represents a 14.2% compared to FY 2023. The total local funding required from member municipalities is programmed to decrease by 0.2% from \$4,676,712 in FY 2023 to \$4,669,485 in FY 2024. However, there are varying impacts across member municipalities which are explained below and in the attachments.

The municipal assessments associated with Metro's FY 2024 are drawn from the municipalities' forthcoming fiscal year 2024-25. In accordance with MRS Title 30-A, §3516, the "municipal officers" (i.e., the city/town councils) of your communities are required to notify Metro of a rejection of the local assessment within thirty (30) calendar days of this submission. Acceptance of the local assessment may be achieved either by affirmative action by city/town councils or by no formal action within the 30-day timeframe.



30-A-MRS §3516 requires Metro to adopt and implement its annual budget according to the following timeline:

Table 1: Metro’s Budget Adoption Calendar

Milestone	Action
October 31	Date by which a preliminary operating budget must be approved along with the formula by which local contributions are determined and the local contribution amounts.
November 1	Date by which Metro is required to submit the preliminary budget, local contribution formula, and local contribution amounts to the “municipal officers” (i.e., the city/town councils) of member municipalities.
November 30	Date by which city/town councils are required to notify Metro of a rejection of the formula by which local assessments are determined. A rejection would trigger a mediation process through the Public Utilities Commission.
February 29	Date by which Metro must approve a final budget.
April 1	Date by which Metro transmits “warrants for taxes” to the member municipalities.
July-August	Local contributions due to Metro within 30 days after the date that taxes are due within each member municipality.

The budget is organized into four major operational sections:

- **Base Bus Service** – \$14.6 million budget represents a 6.9% increase compared to 2023. The principal reasons for the increase include increases in the cost of labor, fuel, insurance, and commodities directly attributable to recent national economic trends.

Metro plans to operate 101,307 hours of bus service across 10 routes in 2024. Following a ridership high point of 2.1 million boardings in 2019, ridership bottomed out at 1.0 million in 2021 due to the effects of the COVID-19 pandemic. Ridership in 2023 is projected to reach 1.7 million which represents a nearly 60% recovery so far. Ridership is expected to climb another 10% in 2024.

- **ADA Paratransit** – \$500k budget represents a 22% increase compared to 2023. The major reason for the increase is growing use of this service by existing and new passengers. Metro staff are investigating strategies to address this increase including measures that would create more incentives for ADA eligible riders to choose fixed route bus service for some trips where accessibility barriers are low or not present.

ADA paratransit service is demand response service for individuals who cannot use bus service. Passengers may be certified as ADA eligible if a functional assessment determines they are unable to use the fixed route bus system for all travel or certain trip types. ADA



paratransit is a federal requirement and must be offered within ¾ mile radius around Metro’s local bus routes (not including Breez express service).

- **Property Lease Arrangement** – \$500k budget represents a 2.0% decrease compared to 2023. Metro currently leases an adjacent property with a combination of state and local funding as well as revenue from a sub-lease agreement. The purpose of this arrangement is to support future acquisition of the property in conjunction with construction of an expanded operations-maintenance facility.
- **ARPA Service Improvements** – \$1.3 million budget represents a 500% increase compared to 2023 as this funding supports a phased implementation of service improvements during 2023 and 2024.

Metro received American Rescue Plan Act (ARPA) funding to implement a range of service improvements and projects aimed at building a stronger transit system and rebuilding ridership. Phase I of these improvements were implemented in 2023 with Phase II planned for mid-2024. No local funding is currently required for these service improvements as the cost is covered by ARPA funding and fare revenue.

Table 1: FY 2024 Budget Overview

Cost & Funding Overview	Base Bus Service	ADA Paratransit	Property Lease	ARPA Serv. Improvement	Total	%
Gross Cost	\$ 14,562,766	\$ 507,402	\$ 493,185	\$ 1,279,326	\$ 16,842,679	
Federal Funding	\$ 5,689,234	\$ 405,922	\$ -	\$ 1,087,427	\$ 7,182,583	43%
Member Municipal Funding	\$ 4,474,532	\$ 100,708	\$ 94,245	\$ -	\$ 4,669,485	28%
Fare Revenue	\$ 2,624,346	\$ -	\$ -	\$ 191,899	\$ 2,816,245	17%
State Funding	\$ 850,000	\$ -	\$ 246,592	\$ -	\$ 1,096,592	7%
Directly Gen. Revenue	\$ 818,478	\$ 772	\$ 258,524	\$ -	\$ 1,077,774	6%
Total Funding	\$ 14,456,590	\$ 507,402	\$ 599,361	\$ 1,279,326	\$ 16,842,679	
Surplus/(Deficit)	\$ (106,176)	\$ -	\$ 106,176	\$ -	\$ -	

The total overall local funding required from member municipalities for FY 2024 is programmed to decrease by 0.2% from \$4,676,713 in FY 2023 to \$4,669,485 in FY 2024. However, there are varying impacts across municipalities based on recent service level changes, changes in operating costs and funding levels applicable to certain routes and municipalities, and changes to the board adopted methods of cost and revenue allocation.



The table below outlines the “**Local Assessment**” for each municipality related to Base Bus Service and the Property Lease. The Local Assessment does not include ADA paratransit costs, which are separately listed. ADA paratransit costs are ridership driven, so municipalities are billed monthly for 20% of the cost of actual trips taken (federal funding covers 80% of the cost).

Table 2: Local Assessments for Bus Service and ADA Paratransit

Municipality	Bus Service Variable	Bus Service Fixed	Property Lease	Local Assess. Total	\$ Compared to 2023	% Compared to 2023	ADA Paratransit	Total w/ ADA Paratransit	% Compared to 2023
Brunswick	68,230	25,210	2,325	95,766	6,711	7.5%	-	95,766	7.5%
Falmouth	203,892	36,918	3,405	244,215	10,849	4.6%	1,156	245,371	4.9%
Freeport	68,230	25,210	2,325	95,766	6,711	7.5%	-	95,766	7.5%
Portland	2,310,279	715,910	66,033	3,092,221	(150,608)	-4.6%	80,028	3,172,250	-4.1%
Westbrook	733,896	193,316	17,831	945,043	94,969	11.2%	19,523	964,566	11.3%
Yarmouth	68,230	25,210	2,325	95,766	6,711	7.5%	-	95,766	7.5%
Annual Total	3,452,758	1,021,774	94,245	4,568,777	(24,655)	-0.5%	100,708	4,669,485	-0.2%

Important Notes:

- The municipalities of Brunswick, Freeport, Portland and Yarmouth were each allocated a one-year funding bridge of \$37,000. The purpose of this one-time added funding is to offset the collective impact of the following issues: drawdown of start-up funding for the Breez just prior to the pandemic, continuing adverse impacts on fare revenue following the pandemic, transition to larger Breez buses, and drawdown of emergency federal funding.
- The City of Westbrook was allocated a one-year funding bridge of \$168,000. The purpose of this one-time funding is to offset the collective impact of the following issues: drawdown of start-up funding for Route 3 and Husky Line in 2022, continuing adverse impacts on fare revenue following the pandemic, and drawdown of emergency federal funding.

These one-year funding bridges were approved by the Board of Directors to ensure sustainable local assessments for these municipalities in 2024 and to allow staff and the board time to develop budget reduction strategies for 2025. Budget reduction strategies may include one or more of the following measures: reducing costs, increasing existing non-local funding, identifying new sources of revenue, service adjustments and/or reductions where the amount of service significantly exceeds ridership demand.



On behalf of the Metro Board of Directors, please accept our thanks for supporting public transportation. We look forward to continuing our efforts and record of results in advancing transit in the region. If you have any questions, please do not hesitate to contact me.

Respectfully,

Greg Jordan

Greg Jordan
Executive Director

Attachment A – FY 2024 Preliminary Operating Budget
Attachment B – Cost/Revenue Allocation Procedures
Attachment C – 2024-2028 Capital Improvement Program
Attachment C – Statutory Budget Procedures Applicable to the Greater Portland Transit District



FY 2024 OPERATING BUDGET

The total operating budget for FY 2024 is \$16,842,679 and spans four major operational sections of the agency: Base Bus Service, ADA Paratransit, Property Lease Arrangement and ARPA Service Improvements. The overall budget represents a 14.2% compared to FY 2023.

Table 1: Total Budget Summary

	2021 Actual	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-
Summary							
Base Bus Budget							
Total Base Bus Budget Expenditures	11,661,576	12,857,509	13,617,202	13,405,960	14,562,766	945,564	6.9%
Total Base Bus Budget Revenues	11,887,921	13,144,976	13,522,017	13,420,615	14,456,589	934,572	6.9%
Base Budget Surplus/(Deficit)	226,345	287,467	(95,185)	14,655	(106,177)	(10,992)	
ADA Paratransit							
ADA Paratransit Expenditures	350,479	408,210	416,404	469,771	507,402	90,998	21.9%
ADA PT - Municipal Funding	71,756	83,088	83,281	93,954	101,480	18,200	21.9%
ADA PT - Federal Funding	280,383	326,566	333,123	326,566	405,922	72,798	21.9%
ADA Paratransit Surplus/(Deficit)	1,660	1,444	-	(49,251)	-	-	
Lease Property							
115 St. John's Street Expenditures	70,169	476,344	503,321	476,978	493,185	(10,136)	-2.0%
115 St. John's Other Revenue	1,000	89,386	269,990	249,656	258,524	(11,466)	-4.2%
115 St. John's Municipal Funding	-	90,938	93,861	93,862	94,245	384	0.4%
115 St. John's State Funding	37,500	227,344	234,654	234,654	246,592	11,938	5.1%
Lease Property Surplus/(Deficit)	(31,669)	(68,676)	95,185	101,194	106,177	10,992	
Service Improvements							
Service Improvements Expenditures	-	-	213,306	213,306	1,279,326	1,066,020	499.8%
Service Imp. - Passenger Fares	-	-	21,331	21,331	191,899	170,568	799.6%
Service Imp. - Federal Funding	-	-	191,975	191,975	1,087,427	895,452	466.4%
Service Improvements Surplus/(Deficit)	-	-	-	(0)	-	-	
Total Budget							
Expenditures	12,082,225	13,742,062	14,750,233	14,566,015	16,842,679	2,092,446	14.2%
Revenues	12,278,560	13,962,298	14,750,233	14,632,613	16,842,679	2,092,446	14.2%
Total Budget Surplus/(Deficit)	196,336	220,236	(0)	66,598	0	0	

Major Budget Factors:

- **Baseline Bus Budget (Expenditures)** – The FY 2024 Base Bus Budget is built on transit service levels that are mostly unchanged from FY 2023, except for the restoration of 30-minute headways on the Husky Line during summer months.
- **Base Bus Budget (Revenues)** – revenue estimates include: increases in state and federal funding as well as increases in fares and miscellaneous revenue. Current municipal funding reflects an overall -0.6% decrease, which includes a 5.6% decrease in operating funding and a 176.1% increase in capital funding based on the 2024-2028 CIP. *Please note that these changes represent the average – there will be varying impacts across municipalities based on policy decisions pertaining to cost/revenue allocation.*
- **ADA Paratransit budget** is projected to increase based on actual increased ridership in 2023, and additional forecasted ridership increases in FY 2024.
- **Lease Property (151 St. John's Street)** – total budget includes the anticipated expenditures and revenues associated with lease and operations of the property at 115 St. John's Street. A projected \$106,177 surplus in this section can be available to offset a deficit(s) in other sections of the budget.

- Service Improvements – ARPA funded service improvements scheduled in May 2024 are reported as a separate line item. The service improvements result in a net increase of 4 bus operator positions in 2023 and 9 bus operator positions in 2024, for a total of 76 bus operator positions as of May 2024.

BASELINE BUS SERVICE

FY 2024 baseline bus service (excluding ARPA funded service improvements) includes 101,305 revenue hours. Table 2 outlines service levels, projected revenue hours and estimated boardings by route. Also presented are the boardings per hour statistics which is a basic metric of route performance. Figure 1 below reports annual ridership since 2005 with an estimate of anticipated boardings in 2024.

Table 2: 2024 Service Levels and Estimated Ridership

ROUTE	MUNICIPALITIES	CORRIDORS	Peak Headways			Revenue Hours	Estimated Boardings	Boardings/ Hour
			Wkdy	Sat	Sun			
Route 1	Portland	Congress	30 min.	60 min	60 min	9,831	190,000	19
Route 2	Portland-Westbrook	Forest	30 min.	60 min	60 min	8,766	209,500	24
Route 3	Portland-South Portland-Westbrook	Bridge-Spring	30 min.	60 min	60 min	8,254	76,000	9
Route 4	Portland-Westbrook	Brighton-Main	30 min.	45 min	45 min	13,662	312,000	23
Route 5	Portland-South Portland	Outer Congress	30 min.	45 min	45 min	10,836	285,500	26
Route 7	Falmouth-Portland	Congress-Rt. 1	30-60 min.	60 min.	60 min	4,366	60,000	14
Route 8	Portland	Peninsula Circulator	30 min.	60 min	60 min	6,745	105,000	16
Route 9	Falmouth-Portland	Congress-Washington-Stevens	30 min.	30 min	60 min	16,392	392,500	24
Husky Line	Gorham-Portland-Westbrook	Rt. 25-William Clark-Brighton	30 min.	150 min	N/A	13,374	179,000	13
Breez	Brunswick-Freeport-Yarmouth-Portland	I-295-Rt. 1	75 min.	45 min	45 min.	9,079	67,000	7
Total						101,305	1,876,500	19

Figure 1: 20 Year Ridership Trend

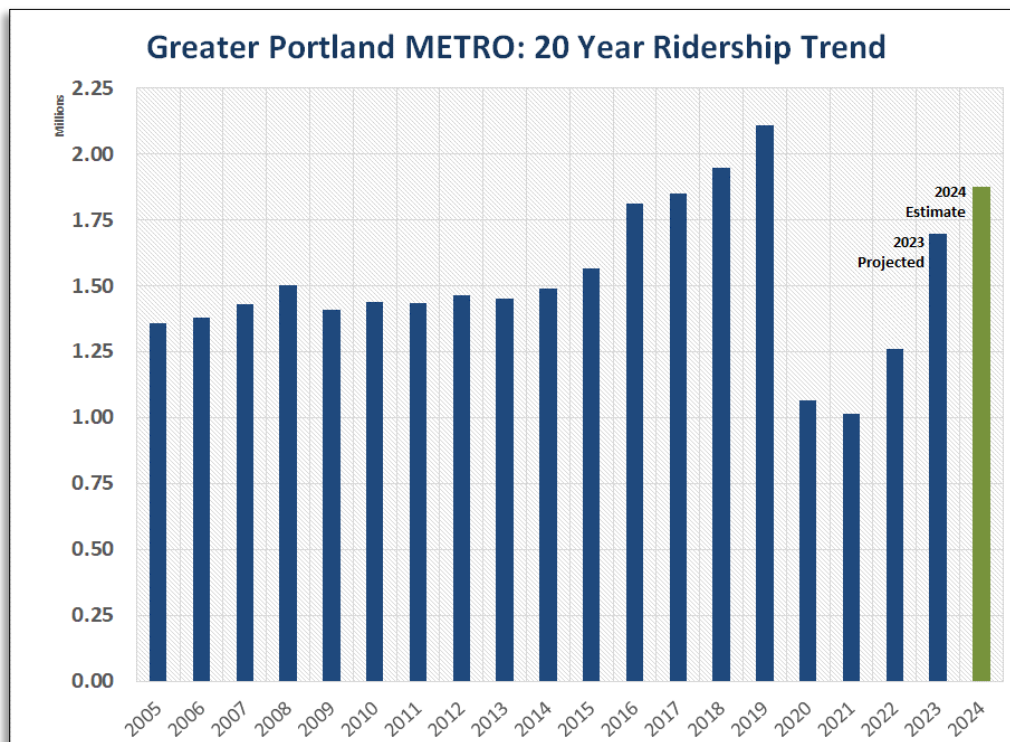


Table 3: Base Bus Budget Summary

	2021 Actual	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-
EXPENDITURES							
Base Bus Budget							
Wages	6,224,159	7,147,685	7,121,866	6,960,651	7,568,529	446,663	6.3%
Benefits	2,719,817	2,748,192	3,011,731	2,915,070	3,142,087	130,356	4.3%
Services and Fees	534,819	786,307	887,871	954,067	861,264	(26,607)	-3.0%
Fuel-Fluids-Tires	660,413	627,682	823,718	836,896	943,600	119,882	14.6%
Supplies & Equipment	373,809	361,255	402,000	403,304	407,600	5,600	1.4%
Utilities	299,561	364,946	432,803	418,017	448,980	16,177	3.7%
Insurance	325,138	345,754	376,335	372,492	409,741	33,406	8.9%
Miscellaneous Expenses	44,984	49,921	59,550	54,205	77,500	17,950	30.1%
Debt Service	231,494	236,824	331,328	307,637	313,365	(17,963)	-5.4%
Capital & Reserves	247,383	188,942	170,000	183,621	390,100	220,100	129.5%
Total Base Bus Budget	11,661,576	12,857,509	13,617,202	13,405,960	14,562,766	945,564	6.9%
REVENUES							
Base Bus Funding							
Passenger Fares	1,385,127	2,108,658	2,360,736	1,892,852	2,624,346	263,610	11.2%
Miscellaneous Revenue	314,751	496,006	413,950	485,844	783,477	369,527	89.3%
Municipal Funding	3,959,343	4,394,704	4,534,570	4,534,572	4,509,532	(25,038)	-0.6%
State Funding	170,426	170,427	170,426	170,426	850,000	679,574	398.8%
Federal Funding	6,058,274	5,975,181	6,042,335	6,336,921	5,689,234	(353,101)	-5.8%
Total Base Bus Budget	11,887,921	13,144,976	13,522,017	13,420,615	14,456,589	934,572	6.9%
Surplus/(Deficit)	226,345	287,467	(95,185)	14,655	(106,177)	(10,992)	

In an effort to provide more transparency, and a more granular detail of yearly expenditures, staff has provided Department Budgets below. Staff has reviewed the position assignments for staffing in all departments, and did reallocate some of the positions. Also, of note is that this reallocation created some one time increases/decreases in the areas of wages and benefits within the department reports. As you can see from the Base Budget Summary table provided above, when pulled all together the increases/decreases are within normal ranges as a whole.

TRANSIT OPERATIONS DEPARTMENT

Overview and Staffing

The mission of the Transit Operations Department is to deliver safe and effective transit service on a daily basis in accordance with Metro's published routes and schedules and provide an excellent rider experience across all touchpoints. In addition to Transit Operations, support functions include Safety-Training, Information Technology, and Customer Service sections.

- Transit Operations – deliver safe and effective bus operations on a daily basis in accordance with Metro's published routes and schedules while providing an excellent rider experience.
- Safety-Training – effectively train/prepare new Bus Operators; manage Metro's agency safety plan.
- Information Technology – manage the agency's IT systems and assets to ensure proper availability, operability and security.
- Customer Service – Provide fare media sales and customer support to riders, members of the public, and pass program partners.

The Operations Department includes the following full-time equivalent (FTE) positions and number of employees. For base bus service, no additional positions or employees are proposed.

Table 4: Operations Staffing

Staffing	2022	2023	2024	Change
Operations Manager	1.00	1.00	1.00	-
Safety and Training Manager	1.00	1.00	1.00	-
Dispatcher	4.00	4.00	4.00	-
Bus Operators	66.00	63.00	63.00	-
Operations Assistant	1.00	1.00	1.00	-
Shuttle Driver	1.00	1.00	1.00	-
Customer Service Manager	1.00	1.00	1.00	-
Customer Service Representative	2.00	2.00	2.00	-
IT Manager	1.00	1.00	1.00	-
Totals	78.00	75.00	75.00	-

Major Achievements and Challenges (2023)

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

During 2023, the Transit Operations Department made the following major achievements and worked to manage a range of challenges:

Major Achievements:

- Forthcoming

Top Challenges:

- Forthcoming

Performance (2023)

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

Department performance is measured and managed across several dimensions including service reliability, service availability, safety, employee retention, and customer satisfaction. Please note: Metro staff are compiling these metrics for inclusion in the final budget to published in February 2024.

Service Reliability

Metro's goal for system level on-time performance (OTP) is 90% with a minimum standard of 85% reliability for individual routes. Major factors impacting OTP include:

- Scheduled run/recovery times.
- Bus operator and dispatch performance
- Traffic volumes and construction activity.
- Ridership levels and fare payment speed.
- Bus stop placement.

Service Availability

Service availability is measured by the percentage of scheduled trips (or Revenue Hours) completed. Metro's goal for service completion is 100% at both system and route levels. Major factors impacting service availability include:

- Scheduled run/recovery times.
- Bus operator and dispatch performance
- Traffic volumes and construction activity.
- Vehicle maintenance.
- Service disruptions (e.g., detours, accidents, incidents, weather).

Safety

Safety is measured by the rate of accidents which could have been reasonably prevented (Preventable Accidents). Metro's goal is 0 preventable accidents per 100,000 vehicle miles. Major factors impacting preventable accidents include:

- Bus operator performance
- Bus operator training
- Vehicle maintenance
- Route design
- Weather
- Parking at bus stops

Employee Retention

Employee turnover is highest for Bus Operators in the first 1-2 years of employment and can have a detrimental impact on staff and service. Metro's Bus Operator turnover goal is to be under x%. Major factors impacting preventable accidents include:

- Effective candidate screening.
- Bus operator training and support.
- Demands of job.
- Bus operator scheduling and hours.
- Workplace culture and morale.

Customer Complaints

Metro's goal for customer complaints related to transit operations is no more than x per 100,000 boardings. Major factors impacting preventable accidents include:

- Service availability (i.e., service completion).
- System reliability (i.e., on-time performance).
- Bus operator performance.
- Vehicle maintenance.
- Agency policies and communications.
- Service changes

2024 Transit Operations Department Goals

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

Based on the Metro 2030 Strategic Plan, and in connection with the development of the 2024 operating and capital budgets, the Transit Operations Department will work to achieve the following goals and complete the following initiatives in 2024.

Performance Goals:

- a. Achieve system level on-time performance of at least 90% - this goal is shared with the Planning-Marketing Department which is responsible for route and schedule development.
- b. Reduce Preventable Accidents to x per 100,000 vehicle miles or lower.
- c. Reduce customer complaints to no more than x per 100,000 boardings.
- d. Manage Bus Operator employee retention so as not to exceed x% in year 1 of employment, y% in year 2, and z% for the whole workgroup.
- e. Maintain service completion at no less than x% of scheduled service.

Department Projects and Initiatives

- a. Forthcoming
- b. Forthcoming

2024 Transit Operations Department Budget

Table 5: Transit Operations Department Budget

USES OF FUNDS	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Wages							
Regular Wages	4,011,944	4,423,275	4,342,040	4,594,205	170,930	3.9%	1
Overtime - Operations	814,135	452,218	524,314	452,218	-	0.0%	
Add'l Pay (PTO payout, Hlth opt out)	247,467	55,260	59,424	61,207	5,947	10.8%	2
Holiday Pay - Worked	111,395	105,769	107,334	110,554	4,785	4.5%	
Wages	5,184,941	5,036,522	5,033,112	5,218,184	181,662	3.6%	
Benefits							
FICA	387,078	381,266	385,942	399,191	17,925	4.7%	
Health Ins	990,614	1,085,755	1,061,934	1,113,849	28,094	2.6%	
HRA Payments	58,729	80,000	68,852	80,000	-	0.0%	
Dental Insurance	45,527	46,608	47,102	44,541	(2,067)	-4.4%	
Disability Insurance	38,222	46,212	47,763	50,421	4,209	9.1%	3
Life Insurance	1,979	2,065	1,682	2,065	-	0.0%	
Workers Comp	148,218	153,251	153,263	160,925	7,674	5.0%	
Unemployment	-	3,000	-	5,000	2,000	66.7%	4
Vision	2,004	2,132	2,025	2,150	18	0.8%	
Retirement	314,821	323,952	328,228	339,182	15,230	4.7%	
Uniforms/Reimbursements	13,975	24,800	20,488	29,800	5,000	20.2%	5
Benefits	2,001,168	2,149,042	2,117,278	2,227,125	78,083	3.6%	
Total Wages & Benefits	7,186,108	7,185,563	7,150,390	7,445,308	259,745	3.6%	
Services and Fees							
Temporary Help	-	-	-	-	-	0%	
Technology Services	62,909	63,839	62,100	65,000	1,161	1.8%	
Other Contracted Services	72,885	91,029	89,521	95,000	3,971	4.4%	
Services and Fees	135,794	154,868	151,621	160,000	5,132	3.3%	
Supplies & Equipment							
Transportation Supplies	4,614	6,000	2,500	3,000	(3,000)	-50.0%	
It Supplies	609	2,000	1,500	2,000	-	0.0%	
Fare Media	1,690	6,000	19,150	8,000	2,000	33.3%	6
Minor Equipment	6,230	8,500	7,471	6,500	(2,000)	-23.5%	
Supplies and Equipment	13,143	22,500	30,621	19,500	(3,000)	-13.3%	
Utilities							
Phone/Cell/Internet- AVL	4,800	4,800	4,800	4,800	-	0.0%	
Phone/Cell/Internet	26,262	26,640	25,800	26,640	-	0.0%	
Utilities	31,062	31,440	30,600	31,440	-	0.0%	
Miscellaneous Expenses							
Conferences and Travel	170	4,200	1,000	2,500	(1,700)	-40.5%	
Miscellaneous Expenses	170	4,200	1,000	2,500	(1,700)	-40.5%	
Total Non-Personnel Expenses	180,169	213,008	213,842	213,440	432	0.2%	
Total Base Bus Budget	7,366,277	7,398,571	7,364,232	7,658,748	260,177	3.5%	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by an estimated COLA increase in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. The current CBA is set to expire on December 31, 2023. Wages related to service improvement are listed separately.
2	Additional Pay	Increase in additional pay is related to increased Health Insurance Opt Out payments for eligible employees. Increase is also related to hiring bonus for operations and maintenance staff.

Note #	Line Item	Explanation
3	Disability Insurance	There will be no premium increase in the cost of disability insurance. 2023 projections indicate Disability Insurance will be over budgeted amounts. Increase for 2024 is based on 2023 projected year end balances instead of 2023 budget, adjusted for department budget allocation.
4	Unemployment	Reallocating unemployment expenses to departments. Total unemployment budgeted expense increased overall based on anticipated upcoming claims.
5	Uniforms/Reimbursements	Addition of estimated relocation expense reimbursement for new employees.
6	Fare Media	Due to increased demand for Fare Media in 2023, Metro has incurred larger than estimated production costs. Staff anticipate demand to remain high in 2024.

FLEET & FACILITIES MAINTENANCE

Overview and Staffing

The mission of the Fleet and Facilities Maintenance Department is to maintain the agency's physical assets in a state of good repair and ensure availability to deliver and support safe and effective transit services. This department maintains 44 transit buses, 5 support vehicles, 3 facilities and 500 bus stops including 50 with shelters and other amenities. The following two divisions make up this department:

- Fleet Maintenance – maintain bus fleet and non-revenue service vehicles in a state of good repair to ensure safe, effective and accessible service.
- Facilities Maintenance – maintain operations/maintenance facilities, and passenger facilities, in a state of good repair to ensure agency employees can carry out duties in a safe and productive environment, and transit passengers have access to safe and effective waiting areas.

The Fleet-Facilities Maintenance Department includes the following full-time equivalent (FTE) positions and number of employees. For base bus service, no additional positions or employees are proposed.

Table 6: Maintenance Staffing

Staffing	2022	2023	2024	Change
Maintenance Manager	1.00	1.00	1.00	-
Master Technician	1.00	-	-	-
Technician	1.00	1.00	1.00	-
Mechanic I (1 PT Employee)	4.00	5.00	5.50	0.50
Mechanic II	2.00	1.00	1.00	-
Fleet Care	4.00	4.00	4.00	-
Utility	1.00	1.00	1.00	-
Building Maintenance	1.00	1.00	1.00	-
Bus Cleaner	-	1.00	1.00	-
Inventory Clerk	1.00	1.00	1.00	-
Totals	16.00	16.00	16.50	0.50

Major Achievements and Challenges (2023)

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

During 2023, the Transit Operations Department made the following major achievements and worked to manage a range of challenges:

Major Achievements:

- Forthcoming

Top Challenges:

- Forthcoming

Performance Metrics (2023)

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

- Forthcoming

2024 Maintenance Department Goals

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

- Forthcoming

Table 7: Fleet & Facilities Maintenance Department Budget

USES OF FUNDS	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Wages							
Regular Wages	850,791	998,715	996,600	1,112,369	113,654	11.4%	1
Overtime - Maintenance	66,218	42,877	52,563	42,877	-	0.0%	
Add'l Pay (PTO payout, Hlth opt out)	39,476	6,552	16,135	16,619	10,067	153.6%	2
Holiday Pay - Worked	19,875	20,141	21,194	21,829	1,688	8.4%	
Wages	976,360	1,068,285	1,086,491	1,193,694	125,409	11.7%	
Benefits							
FICA	71,682	81,724	83,117	91,318	9,594	11.7%	3
Health Ins	233,652	232,717	253,622	253,800	21,083	9.1%	
HRA Payments	10,094	-	6,443	-	-	0.0%	
Dental Insurance	9,823	10,033	9,938	10,235	202	2.0%	
Disability Insurance	6,919	10,085	10,241	11,490	1,404	13.9%	4
Life Insurance	-	-	84	-	-	0	
Workers Comp	27,293	28,220	28,220	29,633	1,413	5.0%	
Unemployment	-	-	-	-	-	0.0%	
Vision	436	457	521	431	(26)	-5.7%	
Retirement	39,378	69,439	70,622	75,278	5,840	8.4%	
Uniforms	8,153	9,100	7,201	8,800	(300)	-3.3%	
Benefits	407,429	441,774	470,007	480,984	39,210	8.9%	
Total Wages & Benefits	1,383,789	1,510,059	1,556,498	1,674,678	164,619	10.9%	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by COLA increase in base wages and step increases as required by the CBA with ATU and Non-Union Salary Plan. The current CBA is set to expire on December 31, 2023. Increase in wages is also related to the addition of a part-time Mechanic.
2	Additional Pay	Increase in additional pay is related to increased Health Insurance Opt Out payments for eligible employees. Increase is also related to hiring bonus for operations and maintenance staff.
3	FICA	Increase is related to the addition of a part-time mechanic
4	Disability Insurance	There will be no premium increase in the cost of disability insurance. 2024 Increase based on 2023 actual experience, adjusted for department budget allocation.

Table 8: Fleet & Facilities Maintenance Department Budget, continued

USES OF FUNDS	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Services and Fees							
Arch & Engineer Fees	-	-	-	5,000	5,000	100.0%	
Temporary Help	-	-	-	-	-	0.0%	
Other Contracted Services	-	-	-	5,000	5,000	100.0%	
Maint Software	2,690	3,950	4,090	4,000	50	1.3%	
Maintenance Services	174,340	162,500	173,927	187,000	24,500	15.1%	5
Snow Plowing/Removal	3,625	9,000	7,000	9,000	-	0.0%	
Custodial Services	21,734	48,000	46,805	48,000	-	0.0%	
Services and Fees	202,389	223,450	231,821	258,000	34,550	15.5%	
Fuel-Fluids-Tires- Non-Revenue Vehicles							
CNG Fuel	106,653	130,000	125,000	130,000	-	0.0%	
Diesel Fuel	386,878	525,928	548,500	638,500	112,572	21.4%	6
Greases and Fluids	64,174	68,040	71,215	74,600	6,560	9.6%	
Electricity as a Fuel	9,732	30,000	20,032	27,000	(3,000)	-10.0%	
Tires and Tubes	60,245	69,750	72,150	73,500	3,750	5.4%	
Fuel-Fluids-Tires- Non-Revenue Vehicle:	627,682	823,718	836,896	943,600	119,882	14.6%	
Supplies & Equipment							
Servicing/Fueling Supplies	3,905	3,500	5,000	3,500	-	0.0%	
Shop Supplies	22,836	32,000	32,000	32,000	-	0.0%	
Shelter Supplies	3,658	5,000	2,000	5,000	-	0.0%	
Building Supplies	30,754	31,000	35,000	35,000	4,000	12.9%	7
Parts	230,161	260,000	265,000	270,000	10,000	3.8%	
Minor Equipment	19,143	10,000	1,686	4,500	(5,500)	-55.0%	
Veh Ops- Other Supplies	-	5,000	-	2,000	(3,000)	-60%	
Supplies and Equipment	310,457	346,500	340,686	352,000	5,500	1.6%	
Utilities							
Phone/Cell/Internet	443	480	480	480	-	0.0%	
Utilities	443	480	480	480	-	0.0%	
Miscellaneous Expenses							
Liscenses and Permits	575	1,500	1,500	1,500	-	0.0%	
Miscellaneous Expenses	575	1,500	1,500	1,500	-	0.0%	
Total Non-Personnel Expenses	1,141,546	1,395,648	1,411,383	1,555,580	159,932	11.5%	
Total Base Bus Budget	2,525,335	2,905,707	2,967,881	3,230,258	324,551	11.2%	

Note #	Line Item	Explanation
5	Maintenance Services	Increased based on 2023 projections. Metro staff have been working to maintain the appearance of vehicles, and thus has seen an increase in this budgeted line. Also, accident insurance claims offset some of these expenses as well. This line item has been increased, with a corresponding revenue addition to account for those expenses as well.
6	Diesel Fuel	By purchasing diesel futures, Staff was able to secure a favorable rate for METRO's 23-24 diesel contract. Staff estimates that the current contract will expire late summer of 2024, and will secure a new contract. Estimates for fuel purchases beyond contract expiration are currently estimated at \$2.73/gal.
7	Building Supplies	Increased based on 2023 actuals. Category includes supplies for maintenance of buildings and grounds.

PLANNING & MARKETING DEPARTMENT

Overview and Staffing

The Planning-Marketing Department includes the following full-time equivalent (FTE) positions and number of employees. For base bus service, no additional positions or employees are proposed.

Table 9: Planning & Marketing Staffing

Staffing	2022	2023	2024	Change
Director of Transit Development	1.00	1.00	1.00	
Marketing Manager	1.00	1.00	1.00	
Totals	2.00	2.00	0.00	2.00

Major Achievements and Challenges (2023)

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

During 2023, the Transit Operations Department made the following major achievements and worked to manage a range of challenges:

Major Achievements:

- Forthcoming

Top Challenges:

- Forthcoming

Performance Metrics (2023)

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

- Forthcoming

2024 Planning-Marketing Department Goals

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

- Forthcoming

Table 10: Planning & Marketing Department Budget

USES OF FUNDS	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Wages							
Regular Wages	80,186	189,153	187,334	200,439	11,286	6.0%	1
Overtime - Administration	-	-	-	-	-	0.0%	
Add'l Pay (PTO payout, Hlth opt out)	2,800	-	-	-	-	0.0%	
Holiday Pay - Worked	-	-	-	-	-	0.0%	
Wages	82,986	189,153	187,334	200,439	11,286	6.0%	
Benefits							
FICA	6,143	6,503	14,331	15,334	8,831	135.8%	
Health Ins	21,317	18,518	46,039	42,617	24,099	130.1%	
HRA Payments	476	-	5,100	-	-	0.0%	
Dental Insurance	672	798	1,857	1,719	921	115.4%	
Disability Insurance	1,329	802	1,431	1,929	1,127	140.4%	2
Life Insurance	-	-	-	-	-	0.0%	
Workers Comp	210	217	217	227	11	5.0%	
Unemployment	-	-	-	-	-	0.0%	
Vision	31	36	53	74	38	103.4%	
Retirement	6,162	5,525	12,177	13,029	7,503	135.8%	
Uniforms	-	-	-	-	-	-	
Benefits	36,340	32,400	81,204	74,928	42,528	131.3%	
Total Wages & Benefits	119,326	221,553	268,538	275,367	53,814	24.3%	
Services and Fees							
Technology Services	9,512	17,400	17,400	17,400	-	0.0%	
Advertising	41,694	106,000	106,000	62,000	(44,000)	-41.5%	
Other Contracted Services	62,308	76,500	61,500	56,500	(20,000)	-26.1%	
Services and Fees	113,514	199,900	184,900	135,900	(64,000)	-32.0%	
Supplies & Equipment							
Supplies Cust Rel	9,948	7,500	7,500	7,500	-	0.0%	
Supplies Promo	3,172	3,000	3,000	3,000	-	0.0%	
Supplies and Equipment	13,120	10,500	10,500	10,500	-	0.0%	
Utilities							
Phone/Cell/Internet	481	480	480	960	480	100.0%	3
Utilities	481	480	480	960	480	100.0%	
Miscellaneous Expenses							
Dues, Subscriptions & Certifications	4,061	3,000	3,000	3,000	-	0.0%	
Conferences and Travel	395	1,610	1,610	4,000	2,390	148.4%	4
Miscellaneous Expenses	4,456	4,610	4,610	7,000	2,390	51.8%	
Total Non-Personnel Expenses	131,572	215,490	200,490	154,360	(61,130)	-28.4%	
Total Base Bus Budget	250,898	437,043	469,028	429,727	(7,316)	-1.7%	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by an estimated COLA increase in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. The current CBA is set to expire on December 31, 2023.
2	Benefits	Increases shown in benefits is due to reallocation of staff from Administration to Planning. This is a one-time adjustment needed to present budget amounts by departments.
3	Utilities	Increases shown are due to reallocation of staff from Administration to Planning. This is a one-time adjustment needed to present budget amounts by departments.
4	Conferences & Travel	Increase related to anticipated additional conference attendance in 2024.

FINANCE-ADMINISTRATION DEPARTMENT

Overview and Staffing

The Administration Department includes the following full-time equivalent (FTE) positions and number of employees. While no new positions are proposed, staff propose budgeting for the Director of Government/Community Relations position which was temporarily frozen in 2023.

Table 11: Administration Staffing

Staffing	2022	2023	2024	Change
Executive Director	1.00	1.00	1.00	-
Chief Transportation Officer	1.00	1.00	1.00	-
Chief Financial Officer	-	1.00	1.00	-
Finance Director	1.00	-	-	-
Director of Gov. and Community Relations	1.00	-	1.00	1.00
HR Director	1.00	-	-	-
HR Manager	-	1.00	1.00	-
Accounting Manager	1.00	1.00	1.00	-
Procurement Manager	1.00	1.00	1.00	-
Payroll Specialist	1.00	1.00	1.00	-
Accounting Assistant	1.00	1.00	1.00	-
HR Generalist	1.00	1.00	1.00	-
Administrative Assistant	-	1.00	1.00	-
Cash Counting Assistant (2 PT Staff)	0.50	0.50	0.50	-
Totals	10.50	10.50	11.50	1.00

Major Achievements and Challenges (2023)

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

During 2023, the Transit Operations Department made the following major achievements and worked to manage a range of challenges:

Major Achievements:

- Forthcoming

Top Challenges:

- Forthcoming

Performance Metrics (2023)

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

- Forthcoming

2024 Finance-Administration Department Goals

[This section is under development and will be included as part of the final budget document slated for approval in February 2024]

- Forthcoming

Table 12: Administration Department Budget

USES OF FUNDS	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Wages							
Regular Wages	875,598	819,660	651,058	953,350	133,690	16.3%	1
Overtime - Administration	1,696	1,839	818	1,839	-	0.0%	
Add'l Pay (PTO payout, Hlth opt out)	26,104	6,408	994	1,024	(5,384)	-84.0%	
Total Wages	903,399	827,907	652,870	956,213	128,306	15.5%	
Benefits							
FICA	65,658	75,329	49,945	73,150	(2,179)	-2.9%	
Health Ins	151,008	214,510	118,618	190,214	(24,296)	-11.3%	
HRA Payments	3,135	-	-	-	-	0.0%	
Dental Insurance	9,528	9,249	5,999	8,024	(1,225)	-13.2%	
Disability Insurance	13,148	8,532	13,415	9,008	476	5.6%	2
Life Insurance	370	361	47	361	-	0.0%	
Workers Comp	5,651	5,842	5,843	6,135	293	5.0%	
Unemployment	4,311	10,000	11,186	11,000	1,000	10.0%	3
Vision	375	387	284	327	(59)	-15.3%	
Retirement	49,823	64,005	42,091	60,830	(3,176)	-5.0%	
New Positions	-	-	-	-	-	0.0%	
Uniforms	248	300	-	-	(300)	-100.0%	
Total Benefits	303,255	388,515	247,425	359,050	(29,466)	-7.6%	
Total Wages & Benefits	1,206,654	1,216,422	900,295	1,315,262	98,840	8.1%	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by an estimated COLA increase in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. The current CBA is set to expire on December 31, 2023. Increases are also related to the addition of the Director of Government and Community Relations position that was frozen for the 2023 budget, but added back for 2024 for ½ of the year.
2	Disability Insurance	There will be no premium increase in the cost of disability insurance. 2023 projections indicate Disability Insurance will be over budgeted amounts. Increase for 2024 is based on 2023 projected year end balances instead of 2023 budget, adjusted for department budget allocation.
3	Unemployment Insurance	Reallocating unemployment expenses to departments. Total unemployment budgeted expense increased overall based on anticipated upcoming claims.

Table 13: Administration Department Budget, continued

USES OF FUNDS	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Services and Fees							
Tuition Reimbursement	2,955	5,000	1,500	5,000	-	0.0%	
Wellness Program	1,789	10,000	3,500	10,000	-	0.0%	
Legal Fees	43,492	40,000	65,000	40,000	-	0.0%	4
Audit Fees	23,500	26,000	25,000	27,500	1,500	5.8%	
Temporary Help	46,915	30,000	83,182	-	(30,000)	-100%	
Employment Services	13,898	12,287	12,695	14,500	2,213	18.0%	5
Benefit Administration Fees	8,514	8,636	9,746	10,000	1,364	15.8%	6
Technology Services	102,762	103,226	108,790	117,139	13,913	13.5%	7
Bank and CC Fees	20,622	24,050	17,532	24,600	550	2.3%	
Advertising	45,168	18,500	32,383	25,000	6,500	35.1%	8
Postage	2,254	2,954	2,627	3,000	46	1.6%	
Other Contracted Services	14,144	18,500	13,546	20,000	1,500	8.1%	
Office Machines Maintenance	6,236	8,000	7,876	8,000	-	0.0%	
Miscellaneous Services	2,361	2,500	2,350	2,625	125	5.0%	
Services and Fees	334,611	309,653	385,725	307,364	(2,289)	-0.7%	
Supplies & Equipment							
HR Supplies	-	-	-	2,500	2,500	100.0%	9
Office Supplies	20,981	17,500	17,997	18,100	600	3.4%	
Minor Equipment	3,554	5,000	3,500	5,000	-	0.0%	
Supplies and Equipment	24,535	22,500	21,497	25,600	3,100	13.8%	
Utilities							
Heating Fuel	156,711	175,469	175,708	180,844	5,375	3.1%	
Electricity	114,470	137,711	131,359	143,986	6,275	4.6%	
Water/Sewer/Stormwater	30,104	43,563	40,359	46,654	3,091	7.1%	
Phone/Cell/Internet	31,674	43,660	39,031	44,616	956	2.2%	
Utilities	332,960	400,403	386,457	416,100	15,697	3.9%	
Insurance							
Auto/Liability/Property Insurance	345,754	376,335	372,492	409,741	33,406	8.9%	
Insurance	345,754	376,335	372,492	409,741	33,406	8.9%	
Miscellaneous Expenses							
Dues, Subscriptions & Certifications	25,321	27,120	25,495	37,500	10,380	38.3%	10
Conferences and Travel	8,939	13,620	12,600	14,000	380	2.8%	
Meals and Hosting	10,460	8,500	9,000	15,000	6,500	76.5%	11
Miscellaneous Expenses	44,720	49,240	47,095	66,500	17,260	35.1%	
Total Non-Personnel Expenses	1,082,580	1,158,131	1,213,266	1,225,305	67,174	5.8%	
Total Base Bus Budget	2,289,233	2,374,553	2,113,561	2,540,567	166,014	7.0%	

Note #	Line Item	Explanation
4	Legal Fees	The increase in this line item reflects increased usage of legal services related to personnel and contracting consultation. Staff estimates continued increased usage of legal services in 2024.
5	Employment Services	Increased costs related to new hire and return to work screenings.
6	Benefit Administration Fees	HRA plan fees and HRA annual Federal fees that were not previously budgeted caused the increase for this line item.
7	Technology Services	Increase costs related to Munis financial software. Also, planned addition of Budget Book software contribute to the increases in this budget line.
8	Advertising	Increases due to hire costs related to job advertisements.

Note #	Line Item	Explanation
9	HR Supplies	Supplies related to HR Department needs, includes labor posters and other miscellaneous items.
10	Dues & Subscriptions	Increases based on anticipation of increased MTA dues.
11	Meals & Hosting	Increases based on historical expenses related to employee events. Staff estimates higher expenses in 2024 as planning for additional employee recognition/appreciation events.

CAPITAL PROGRAM & DEBT SERVICE

Table 14: Debt Service & Capital Budget

USES OF FUNDS	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Debt Service							
Interest Expense Short Term	23,053	100,000	75,000	85,000	(15,000)	-15.0%	
Interest Expense Long Term	31,271	32,178	33,487	29,215	(2,963)	-9.2%	
Debt Service Principal	182,500	199,150	199,150	199,150	-	0.0%	
Debt Service	236,824	331,328	307,637	313,365	(17,963)	-5.4%	
Capital & Reserves							
Contribution to Unrest Balance	-	45,000	45,000	45,000	-	0.0%	
GF Cap Outlay for Oth Cap Itms	155,460	125,000	125,000	345,100	220,100	176.1%	1
GF Cap Outlay for Capital	30,547	-	13,621	-	-	0.0%	
Transfers	2,935	-	-	-	-	0.0%	
Capital & Reserves	188,942	170,000	183,621	390,100	220,100	129.5%	
Total Base Bus Budget	425,766	501,328	491,258	703,465	202,137	40%	

Note #	Line Item	Explanation
1	Capital Prog.	Increase reflects the amount of new municipal funding needed to implement the proposed FY 2024 CIP (refer to Attachment C).

FUNDING AND REVENUES

Table 15: Base Bus Budget: Revenue

SOURCES OF FUNDS	2021 Actual	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Fare Revenue								
Passenger Fares	1,140,893	1,325,270	1,510,307	1,106,767	1,972,732	462,425	30.6%	1
Organization Paid Fares	244,234	783,388	850,429	786,085	651,614	(198,815)	-23.4%	2
Total Fare Revenue	1,385,127	2,108,658	2,360,736	1,892,852	2,624,346	263,610	11.2%	
Miscellaneous Revenue								
Advertising Revenue	194,244	349,816	355,000	220,000	300,000	(55,000)	-15.5%	3
Route Support Funding (Huskey Line)	-	-	-	105,000	330,167	330,167	100.0%	4
Vehicle Maint Services	9,915	6,000	5,000	6,000	5,000	-	0.0%	
Sale of Fuel	15,884	7,868	7,000	6,936	7,000	-	0.0%	
Interest Income	6,109	48,027	15,000	100,656	90,000	75,000	500.0%	5
Reimbursements of Auto Fare fees	10,088	13,887	14,450	15,350	15,810	1,360	9.4%	
Wellness Grant Reimbursements	3,014	1,284	5,500	210	3,500	(2,000)	-36.4%	
Training Grant Reimbursements	-	1,872	2,000	-	2,000	-	0.0%	
Miscellaneous Income	20,462	29,427	10,000	10,000	10,000	-	0.0%	
Rental of Property	40,228	-	-	-	-	-	0.0%	
Claims Recovery	14,807	37,826	-	21,692	20,000	20,000	0.0%	
Total Other Revenue	314,751	496,006	413,950	485,844	783,477	369,527	89.3%	
Municipal Funding								
Non-Member Municipal Funding (Gorham)	33,000	33,000	35,000	35,000	35,000	-	0.0%	6
Member Municipal Funding: Operations	4,171,355	4,198,244	4,374,570	4,374,572	4,129,432	(245,138)	-5.6%	7
Municipal Credit	(351,661)	-	-	-	-	-	0.0%	
Municipal Funding: CIP Local Match	106,649	155,460	125,000	125,000	345,100	220,100	176.1%	8
Municipal Funding: Svc Veh Local Match	-	8,000	-	-	-	-	0.0%	
Total Municipal Revenue	3,959,343	4,394,704	4,534,570	4,534,572	4,509,532	(25,038)	-0.6%	
State Funding								
State Operating Subsidy	170,426	170,427	170,426	170,426	850,000	679,574	398.8%	
Total State Revenue	170,426	170,427	170,426	170,426	850,000	679,574	398.8%	
Federal Funding								
Federal Operating Assistance	2,424,171	3,247,517	3,928,774	3,728,774	4,100,000	171,226	4.4%	9
Federal Operating Assistance- Prior Year	-	-	-	-	316,000	316,000	100.0%	10
TW Fed Operating Assistance	650,000	219,674	-	-	-	-	0.0%	11
Federal Prev Maint Assistance	944,263	1,107,990	1,248,269	1,248,269	1,273,234	24,965	2.0%	12
Federal CARES Act	2,039,840	1,400,000	865,292	865,292	-	(865,292)	-100.0%	13
Federal ARPA	-	-	-	494,586	-	-	100.0%	
Total Federal Revenue	6,058,274	5,975,181	6,042,335	6,336,921	5,689,234	(353,101)	-5.8%	
Total Revenue	\$ 11,887,921	\$ 13,144,976	\$ 13,522,017	\$ 13,420,615	\$ 14,456,589	934,572	6.9%	

Note #	Line Item	Explanation
1	Pass. Fares	Anticipated increase in fare revenue is based on anticipated increases in ridership as transit ridership patterns continue to show slow, but steady improvements.
2	Org. Fares	Amount reflects continued incremental improvement in fare revenue from pass programs as well as a change in the funding terms associated with Metro's pass program agreement with the University of Southern Maine.
3	Advertising	Advertising revenue is projected to be under budget for 2023 based on changes in national advertising patterns. Using that as baseline for 2024 as a conservative estimate. In 2023, Metro was advertising for positions on 7 buses. 2024 revenue estimates assume these vehicles are available for outside advertising.
4	Route Support Funding	Amount is based on Metro's renewed pass program agreement with the University of Southern Maine, which applies funding to directly support the Husky line.

Note #	Line Item	Explanation
5	Interest Income	Interest income is estimated based on current interest earning rates. For 2024, the projection assumes a slow decrease in the interest rate throughout the year.
6	Non-Member Mun. Funding	Metro and Gorham agreed to continue the pilot phase of the Husky Line. As a result, Gorham's pilot phase contribution is remaining stable.
7	Member Mun. Funding	Amount reflects the local funding from member municipalities to support planned programs and operations in FY 2024. Current figure represents an amount equal to a 3.3% increase compared to 2023.
8	Municipal Funding (CIP)	Amount reflects the estimated amount of new municipal funding needed to implement the proposed FY 2024-2028 CIP.
9	Federal 5307 (Operating-FY 2024)	Amount reflects a 4.1% increase in Federal 5307 formula funding for operations for FY 2024.
10	Federal 5307 (Operating-FY 2023)	Amount reflects carry-forward funding from 2023 Operating grant that will be applied to the 2024 budget.
11	Federal 5307 (Prev. Maint.)	The amount reflects a 2% increase in funding for Preventative Maintenance for FY 2024.
12	Federal CARES Act (Operating)	CARES Act funding was fully exhausted in FY2023.
13	Federal ARPA (Operating/Service Improvements)	ARPA Act funding for FY 2024 service improvements are reported separately.

ADA COMPLEMENTARY PARATRANSIT

In accordance with the Americans with Disabilities Act (1991) and associated federal regulations, Metro is required to provide ADA complementary paratransit services to eligible passengers with $\frac{3}{4}$ mile radius around existing local fixed route bus service.

Annual boardings have bounced back from 2020 lows. Staff expect 2023 rider use to equal 2019 boardings and grow further in 2024. Additionally, the cost per boarding trip charged by Metro contractor (RTP) increased by 2% from \$24.97 to 25.47 in 2023. Metro staff are exploring the potential of a free ADA Transit Pass which would create an incentive for ADA eligible passengers to choose using the bus system instead of paratransit for certain trips.

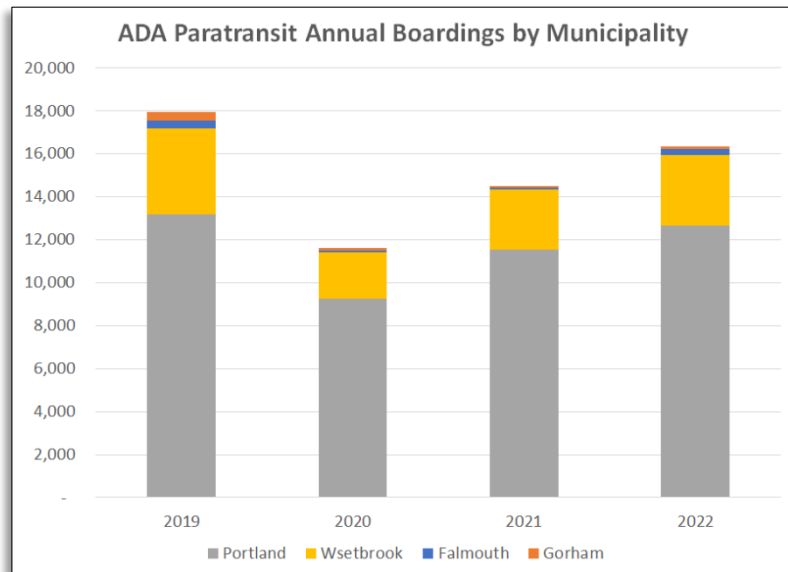


Table 16: ADA Paratransit

USES OF FUNDS	2021 Actual	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
ADA Paratransit								
Contracted Services	\$ 350,479	\$ 408,210	\$ 416,404	\$ 469,771	\$ 507,402	90,998	21.9%	1
Total ADA Paratransit Service	350,479	408,210	416,404	469,771	507,402	90,998	21.9%	
Total Expenditures	350,479	408,210	416,404	469,771	507,402	90,998	21.9%	
SOURCES OF FUNDS	2021 Actual	2022-A Actual	2023 Request	2023 Projection	2024 Request	2021 \$ +/-	2021 % +/-	Notes
Municipal Funding								
Municipal Funding	71,756	83,088	83,281	93,954	101,480	18,200	21.9%	2
Total Municipal Funding	71,756	83,088	83,281	93,954	101,480	18,200	21.9%	
Federal Funding								
FTA Section 5307	280,383	326,566	333,123	326,566	405,922	72,798	21.9%	3
FTA CARES Act	-	-	-	-	-	-	-	4
Total Federal	280,383	326,566	333,123	326,566	405,922	72,798	21.9%	
Total Revenue	352,139	409,654	416,404	420,520	507,402	90,998	21.9%	
Surplus/(Deficit)	1,660.20	1,444	-	(49,251)	0.00			

Note #	Line Item	Explanation
1	Contracted Serv.	Metro has a contract with the Regional Transportation Program (RTP) to provide complementary ADA Paratransit services. Metro's cost is based on a negotiated net cost per trip boardings, which has increased in 2023. For FY 2024, staff are assuming ridership continues to increase.

Note #	Line Item	Explanation
2	Mun. Funding	Municipalities are billed directly for 20% of the actual cost of ADA paratransit trips that originate in their jurisdictions.
3	Federal Funding (5307)	Metro receives federal funding to cover 80% of the cost of ADA paratransit.
4	Federal Funding (CARES Act)	Metro sought CARES Act funding support in 2020 for ADA paratransit. The combination of reduced ridership and cost along with the supplemental CARES Act funding created a surplus in the agency's regular 5307 funding in 2020.

LEASE PROPERTY

In accordance with program approved by the board in 2021, Metro is leasing the adjacent property located at 151 St. John's Street. The lease agreement includes a right to purchase provision which Metro intends to activate subject to sufficient funding to complete the acquisition. The purpose of acquiring the property is to support construction of a larger operations-maintenance facility which can accommodate up to 100 buses. A combination of state, local and sub-lease revenue are in place to allow Metro time to secure the funding needed to purchase the site.

Table 18: 115 St. John's Street Property

USES OF FUNDS	2021 Actual	2022 Actual	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Services and Fees								
Arch/Eng Fees	1,511			-	-	-	#DIV/0!	
Legal Fees	-	6,095	5,000	500	-	(5,000)	-100.0%	
Property Management Fees- Broker, Cam, Etc	-	63,783	8,766	8,766	8,941	174	2.0%	
Maintenance Services- 115 St John St.	3,202	4,298	15,000	5,000	10,000	(5,000)	-33.3%	
Snow Plowing/Removal- 115 St John St.	-	-	10,000	-	-	(10,000)	-100.0%	
Supplies	-	714	3,500	1,000	2,000	(1,500)	-42.9%	
Total Services and Fees	4,713	74,889	42,266	15,266	20,941	(21,326)	-50.5%	1
Utilities								
Heating Fuel- 115 St. John St.	425	8,535	-	-	-	-	#DIV/0!	
Electricity- 115 St. John St.	1,217	7,176	-	1,296	-	-	#DIV/0!	
Water/Sewer/Stormwater- 115 St. John St.	1,004	5,982	-	870	-	-	#DIV/0!	
Total Utilities	2,646	21,693	-	2,166	-	-	#DIV/0!	2
Rental Fees								
Rental Fees	54,167	326,083	332,605	332,605	339,257	6,652	2.0%	
Property Taxes	8,643	35,302	40,182	37,500	41,000	818	2.0%	
Total Rental Fees	62,810	361,385	372,787	370,105	380,257	7,470	2.0%	3
CAM Charges								
Management Fees	-		13,304	13,308	13,570	266	2.0%	
General R&M			7,700	7,704	7,935	235	3.1%	
General Administration			48,290	49,455	50,939	2,649	5.5%	
Total CAM Charges	-	-	69,294	70,467	72,444	3,150	4.5%	4
Property Insurance								
Property Insurance- 115 St. John Street	-	18,377	18,974	18,974	19,543	569	3.0%	
Total Insurance	-	18,377	18,974	18,974	19,543	569	3.0%	5
Total	70,169	476,344	503,321	476,978	493,185	(10,136)	-2.0%	
SOURCES OF FUNDS	2021 Actual	2022 Actual	2023 Request	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Other Revenue								
Reimbursements- Insurance	-	7,657	18,974	18,974	19,543	569	3.0%	
Reimbursements- Taxes		15,230	40,182	40,182	41,000	818	2.0%	
Reimbursements- Maintenance and Repair		4,502	28,500	8,166	12,000	(16,500)	-57.9%	
Management Fees	-	2,384	7,013	7,013	7,153	140	2.0%	
Rental of Property- 115 St. John's St.	1,000	59,612	175,321	175,321	178,828	3,506	2.0%	
Total Other Revenue	1,000	89,386	269,990	249,656	258,524	(11,466)	-4%	6
Municipal Funding								
Municipal Assessment for Operating	-	90,938	93,861	93,862	94,245	384	0.4%	
Total Municipal Funding	-	90,938	93,861	93,862	94,245	384	0.4%	7
State Funding								
State Operating Subsidy	37,500	227,344	234,654	234,654	246,592	11,938	5.1%	
Total State Funding	37,500	227,344	234,654	234,654	246,592	11,938	5.1%	8
Total Revenue	38,500	407,668	598,505	578,172	599,361	856	0.1%	
Surplus/(Deficit)	(31,669)	(68,676)	95,185	101,194	106,177	10,992	12%	

Note #	Line Item	Explanation
1	Service-Fees	Anticipated services and maintenance expenses for building.
2	Utilities	Utilities have been transferred to sub-tenant upon occupancy in 2022.
3	Rental Fees	This figure represents the base lease cost and taxes for FY 2024.
4	CAM Charges	Based on 2023 actual, increased by 4% estimate.
5	Insurance	Based on 2023 actual, increased by 3% estimate.
6	Other Revenue	Anticipated revenue from sub-leasing entire building.
7	Mun. Funding	Municipal funding approved by the Board of Directors in July 2021.
8	State Funding	Funding committed to Metro by the Maine Department of Transportation.

SERVICE IMPROVEMENTS

Metro was awarded \$4.8 million in American Rescue Plan Act funding by PACTS in 2022. A majority of the funding \$2.6 million is aimed at making various service improvements including headway improvements as well as route extensions and re-alignments. Phase I of these improvements were implemented in August 2023 and included headway improvements to the Route 9 and Breez as well as extension of the Husky Line in Portland to the Eastern Waterfront. Phase II is planned for mid-2024 and includes re-alignment of the Route 5, re-alignment and extension of the Route 7, headway improvements to the Route 7, and introduction of a microtransit pilot project in Falmouth.

**FASTER
ROUTES**

**MORE
FREQUENCY**

**DIGITAL FARE
PAYMENT**

Table 19: ARPA Service Improvements

USES OF FUNDS	2023 Budget	2023 Projection	2024 Request	2024 \$ +/-	2024 % +/-	Notes
Wages & Benefits						
Wages	\$ 135,000	\$ 133,763	\$ 788,991	655,227	490%	1
Benefits	\$ 50,000	\$ 51,829	\$ 326,073	274,244	529%	1
Total Wages & Benefits	185,000	185,592	1,115,064	929,471	501%	
Fuel & Fluids						
CNG Fuel	3,306	3,339	13,851	10,512	315%	2
Diesel Fuel	25,000	24,375	101,377	77,002	316%	2
Greases and Fluids			6,914	6,914	#DIV/0!	2
Tires and Tubes			6,304	6,304	#DIV/0!	2
Total Fuel & Fluids	28,306	27,714	128,446	100,732	363%	
Supplies & Equipment						
Parts	-		35,817	35,817	#DIV/0!	3
Total Supplies & Equipment	-	-	35,817	35,817	#DIV/0!	
Total	213,306	213,306	1,279,326	1,066,020	500%	
SOURCES OF FUNDS	2023 Budget	2024 Request	2024 \$ +/-	2024 % +/-	Notes	
Passenger Fares						
Passenger Fares	21,331	21,331	191,899	170,568	800%	4
Total Passenger Fares	21,331	21,331	191,899	170,568	800%	
Municipal Funding						
Municipal Funding	-		-	-	#DIV/0!	
Total Municipal Funding	-		-	-	#DIV/0!	
Federal Funding						
FTA Section 5307			-	-	#DIV/0!	
FTA CARES Act			-	-	#DIV/0!	
FTA American Rescue Plan	191,975	191,975	1,087,427	895,452	466%	5
FHWA CMAQ	-		-	-	#DIV/0!	
Total Federal Revenue	191,975	191,975	1,087,427	895,452	466%	
Total Revenue	213,306	213,306	1,279,326	1,066,020	500%	
Surplus/(Deficit)	-	-	-	-		

Note #	Line Item	Explanation
1	Wages/Benefits	Staffing for ARPA funded service improvements anticipate the addition of 4 Bus Operator positions for the August 2023 planned improvements, and an addition of 9 Bus Operator positions for the May 2024 planned improvements.
2	Fuel, Fluids and Tires	Estimates of additional usage related to planned service improvements.
3	Parts	Estimates of additional usage related to planned service improvements.
4	Fare Revenue	Estimates of additional fare revenue for service improvements.
5	FTA ARPA	ARPA funds awarded for service improvements.

Background

Prior to fiscal year 2022, Metro determined **Base Bus Service Local Assessments** based on a cost allocation model that allocated gross costs in proportion to revenue hours by route and municipality. Under this framework, no distinction was made between fixed costs (overhead) and variable costs (costs that fluctuate with service levels). As a result, changes to service levels in one municipality would create modest ripple effects in other municipalities as the share of fixed costs was redistributed.

Under this approach, revenues from fares were allocated based on anticipated fare revenue by route and municipality in relation to anticipated ridership. Federal and other non-local forms of funding were generally allocated in proportion to revenue hours by route and municipality.

Certain forms of funding were allocated to certain routes only, such as CMAQ start-up funding for the first 3-4 years of the Breez, Husky Line and Route 3. Because CMAQ start-up funding can cover 80% of net operating costs, the local assessments required for these expansion routes were low during the pilot phases. These amounts were fully drawn down for the Breez in 2020, and Husky Line/Route 3 in 2022.

In fiscal years 2022 and 2023, the board approved simple uniform percentage increases in local funding in place of using the precise cost/revenue allocations. This was done to mitigate major year-to-year volatility in local assessments stemming from the impacts of the pandemic just as CMAQ start-up funding was being drawn down, as well as the more recent impacts related to cost increases and service changes. This broad measure was made possible by federal emergency funding which was finally drawn down in 2023.

Starting in June 2023, staff worked with the Board Finance Committee on the reinstatement of a cost/revenue allocation model for the purpose of precisely and fairly determining local assessments.

The Finance Committee reviewed several cost-revenue allocation scenarios at its September and October meetings. These were narrowed down to two (2) scenarios for further evaluation and discussion at the committee's October 24, 2023 meeting. Scenario 2 was selected for adoption by the Finance Committee.

- Scenario 1 represented a return to the method of making no distinction between fixed and variable costs and allocating most costs/revenues in proportion to revenue hours per municipality.
- Scenario 2 separates fixed from variable costs and assigns more stable funding sources to cover fixed costs, and less stable funding sources to cover variable costs. Revenue hours remains the primary anchor for allocating costs/revenue by municipality.

Overview of Scenario 2: Fixed-Variable Split Approach

Scenario 2 distinguishes fixed and variable costs and uses two methods to determine the local assessment required for each.

- Fixed costs represent ~40% of the agency's budget and include expenses such as non-union salaries and benefits, facility expenses, insurances, debt service and the local portion of the capital program. Fixed costs generally do not change when service levels change.
- Variable costs make up ~60% of the agency's budget and include expenses that fluctuate with service levels such as bus operator wages and benefits, fuel and fluids costs, and vehicle maintenance costs.

This approach carries the following benefits: greater clarity and linearity between service level changes and local funding needs among Metro's member municipalities; reduces distortion effects as service levels change in each community; establishes clearer method of determining portion of local assessments that may be funded by Tax Increment Financing district.

There are four (4) steps to implement that lead to the determination of local assessments.

Step 1: Determine and Segment Fixed-Variable Costs and Assign Funding

The table below illustrates the segmentation of fixed and variable costs and outlines the assignment of funding sources. Please note this step excludes cost associated with the property lease and ADA paratransit.

Table 1 – Funding Assignments

		Total 100%	Fixed 40%	Variable 60%
1	Gross Costs	\$ 14,562,766	\$ 5,825,106	\$ 8,737,660
<i>Funding Categories</i>				
2	Federal Funding - Preventive Maintenance	\$ 1,273,234	\$ 1,273,234	\$ -
3	Federal Funding - Operations	\$ 4,100,002	\$ 3,270,612	\$ 829,390
4	Miscellaneous Revenue-Cost Reimbursements	\$ 153,310	\$ 153,310	\$ -
5	Surplus Revenue: 115 St. John's Property	\$ 106,177	\$ 106,177	\$ -
6	Advertising Revenue	\$ 300,000	\$ -	\$ 300,000
7	Fare Revenue	\$ 2,624,346	\$ -	\$ 2,624,346
8	University of Maine Funding	\$ 330,167	\$ -	\$ 330,167
9	State Funding	\$ 850,000	\$ -	\$ 850,000
10	Local Funding - Gorham	\$ 35,000	\$ -	\$ 35,000
11	Member Municipal Funding	\$ 4,790,530	\$ 1,021,774	\$ 3,768,756
Totals		\$ 14,562,766	\$ 5,825,106	\$ 8,737,660

Step 2: Determine Local Funding Allocation for Fixed Cost/Uses

Certain fixed costs or uses must be locally funded including (refer to Line 11 above): local match for preventive maintenance federal funding, local match for the Capital Improvement Program, debt service, and contribution to reserves.

The total local funding apportioned for these uses is based on the anticipated revenue hours in 2024. A stable allocation method is best to apportion this funding among municipalities. Options include population, board voting weight, and the 3-year average of revenue hours. Because population and board voting weight would create significant changes in allocations, staff recommended and the Board agreed on a gradual shift to using the 3-year average of revenue hours commencing with FY 2024.

Table 2: Local Funding for Fixed Uses

Funding Categories	Local Funding
Local Match: PM	\$ 318,309
Debt Service	\$ 313,365
Local Match: CIP	\$ 345,100
Reserves	\$ 45,000
Total	\$ 1,021,774

Table 3: Municipal Allocation

Municipality	Rev. Hours	%	Allocation
Brunswick	2,270	2.5%	\$ 25,210
Falmouth	3,324	3.6%	\$ 36,918
Freeport	2,270	2.5%	\$ 25,210
Portland	64,463	70.1%	\$ 715,910
Westbrook	17,407	18.9%	\$ 193,316
Yarmouth	2,270	2.5%	\$ 25,210
Totals	92,003	100.0%	\$ 1,021,774

Step 3: Allocate Variable Costs

The variable cost of \$8,737,698 divided by total revenue hours (101,307) equals \$86.25 per revenue hour. The variable cost model begins by multiplying the revenue hours by route/municipality by the variable cost per hour.

Consistent with past practice, Breez revenue hours are allocated evenly between the 4 municipalities (Brunswick, Freeport, Portland and Yarmouth). Also note that Breez costs are higher due to the 2023 transition to larger buses.

Table 4: Allocating Variable Costs

ROUTE	MUNICIPALITY	Rev. Hours	Cost/Hour \$86.25	Total Costs
Route 1	Portland	9,831	\$86.25	\$ 847,927
Route 2	Portland	7,539	\$86.25	\$ 650,244
Route 2	Westbrook	1,227	\$86.25	\$ 105,854
Route 3	Portland	572	\$86.25	\$ 49,341
Route 3	South Portland	2,207	\$86.25	\$ 190,316
Route 3	Westbrook	5,476	\$86.25	\$ 472,266
Route 4	Portland	7,104	\$86.25	\$ 612,742
Route 4	Westbrook	6,558	\$86.25	\$ 565,608
Route 5	Portland	8,018	\$86.25	\$ 691,578
Route 5	South Portland	2,817	\$86.25	\$ 242,987
Route 7	Falmouth	2,750	\$86.25	\$ 237,225
Route 7	Portland	1,615	\$86.25	\$ 139,323
Route 8	Portland	6,745	\$86.25	\$ 581,753
Route 9	Falmouth	574	\$86.25	\$ 49,483
Route 9	Portland	15,818	\$86.25	\$ 1,364,319
Husky Line	Gorham	4,280	\$86.25	\$ 369,148
Husky Line	Portland	4,949	\$86.25	\$ 426,849
Husky Line	Westbrook	4,146	\$86.25	\$ 357,590
Breez	Brunswick	2,270	\$86.25	\$ 195,786
Breez	Freeport	2,270	\$86.25	\$ 195,786
Breez	Portland	2,270	\$86.25	\$ 195,786
Breez	Yarmouth	2,270	\$86.25	\$ 195,786
Totals		101,307	\$86.25	\$ 8,737,698

Step 4: Allocate Fare Revenue

Fare revenue is allocated by route and municipality based on the estimated ridership by route (within each municipality) multiplied by average fare.

- Note: Because Breez revenue hours are allocated uniformly, so is ridership. Also note the different average fares for local and express (i.e., Breez) bus service.
- Note: Fare Recovery % reflect fare revenue as a percentage of variable costs only. Fare recovery as a performance metric also takes fixed costs into account.

Table 5: Allocating Variable Costs

ROUTE	MUNICIPALITY	Est. Ridership	Est. Avg. Fare	Fare Revenue	Fare Recovery %
Route 1	Portland	190,000	\$ 1.33	\$ 252,700	30%
Route 2	Portland	205,000	\$ 1.33	\$ 272,650	42%
Route 2	Westbrook	4,500	\$ 1.33	\$ 5,985	6%
Route 3	Portland	12,000	\$ 1.33	\$ 15,960	32%
Route 3	South Portland	32,000	\$ 1.33	\$ 42,560	22%
Route 3	Westbrook	32,000	\$ 1.33	\$ 42,560	9%
Route 4	Portland	220,000	\$ 1.33	\$ 292,600	48%
Route 4	Westbrook	92,000	\$ 1.33	\$ 122,360	22%
Route 5	Portland	257,500	\$ 1.33	\$ 342,475	50%
Route 5	South Portland	28,000	\$ 1.33	\$ 37,240	15%
Route 7	Falmouth	21,000	\$ 1.33	\$ 27,930	12%
Route 7	Portland	39,000	\$ 1.33	\$ 51,870	37%
Route 8	Portland	105,000	\$ 1.33	\$ 139,650	24%
Route 9	Falmouth	1,500	\$ 1.33	\$ 1,995	4%
Route 9	Portland	391,000	\$ 1.33	\$ 520,030	38%
Husky Line	Gorham	50,000	\$ 1.33	\$ 66,500	18%
Husky Line	Portland	92,000	\$ 1.33	\$ 122,360	29%
Husky Line	Westbrook	37,000	\$ 1.33	\$ 49,210	14%
Breez	Brunswick	16,750	\$ 3.25	\$ 54,438	28%
Breez	Freeport	16,750	\$ 3.25	\$ 54,438	28%
Breez	Portland	16,750	\$ 3.25	\$ 54,438	28%
Breez	Yarmouth	16,750	\$ 3.25	\$ 54,438	28%
Totals		1,876,500	\$ 1.40	\$ 2,624,385	30%

Step 5: Non-Local Funding

Remaining federal funding for operations, roughly half of state funding, and advertising revenue are allocated in proportion to revenue hours. Funding from the University of Maine directly supports the Husky Line and is allocated only Gorham, Westbrook and Portland. The remaining half of new state funding is proposed to be allocated to cover the local funding requirements associated with service to non-member municipalities (Gorham and South Portland).

Table 6: Allocating Remaining Non-Local Funding

ROUTE	MUNICIPALITY	Fed 5307 Operating	Fed 5307 FY23 Carry Forward	Directly Gen. Revenue	U-Maine	Non-Member Municipal Funding	State Funding (Non-Member Cities)	State Funding	Local Funding	\$ per Boarding
Route 1	Portland	\$ 80,486		\$ 29,113	\$ -	\$ -	\$ -	\$ 46,827	\$ 438,802	\$ 2.31
Route 2	Portland	\$ 61,722		\$ 22,325	\$ -	\$ -	\$ -	\$ 35,910	\$ 257,637	\$ 1.26
Route 2	Westbrook	\$ 10,048		\$ 3,634	\$ -	\$ -	\$ -	\$ 5,846	\$ 80,341	\$ 17.85
Route 3	Portland	\$ 4,683		\$ 1,694	\$ -	\$ -	\$ -	\$ 2,725	\$ 24,279	\$ 2.02
Route 3	South Portland	\$ 18,065		\$ 6,534	\$ -	\$ -	\$ 123,157	\$ -	\$ -	\$ 3.85
Route 3	Westbrook	\$ 44,828	\$ -	\$ 16,215	\$ -	\$ -	\$ -	\$ 26,081	\$ 342,582	\$ 10.71
Route 4	Portland	\$ 58,162		\$ 21,038	\$ -	\$ -	\$ -	\$ 33,839	\$ 207,103	\$ 0.94
Route 4	Westbrook	\$ 53,688		\$ 19,420	\$ -	\$ -	\$ -	\$ 31,236	\$ 338,905	\$ 3.68
Route 5	Portland	\$ 65,645		\$ 23,745	\$ -	\$ -	\$ -	\$ 38,192	\$ 221,521	\$ 0.86
Route 5	South Portland	\$ 23,064		\$ 8,343	\$ -	\$ -	\$ 174,340	\$ -	\$ -	\$ 6.23
Route 7	Falmouth	\$ 22,518		\$ 8,145	\$ -	\$ -	\$ -	\$ 13,101	\$ 165,532	\$ 7.88
Route 7	Portland	\$ 13,225		\$ 4,784	\$ -	\$ -	\$ -	\$ 7,694	\$ 61,751	\$ 1.58
Route 8	Portland	\$ 55,220		\$ 19,974	\$ -	\$ -	\$ -	\$ 32,127	\$ 334,781	\$ 3.19
Route 9	Falmouth	\$ 4,697		\$ 1,699	\$ -	\$ -	\$ -	\$ 2,733	\$ 38,359	\$ 25.57
Route 9	Portland	\$ 129,502		\$ 46,843	\$ -	\$ -	\$ -	\$ 75,344	\$ 592,600	\$ 1.52
Husky Line	Gorham	\$ 35,040		\$ 12,674	\$ 105,653	\$ 35,000	\$ 114,280	\$ -	\$ -	\$ 2.29
Husky Line	Portland	\$ 40,517		\$ 14,655	\$ 122,168	\$ -	\$ -	\$ 23,573	\$ 103,576	\$ 1.13
Husky Line	Westbrook	\$ 33,943		\$ 12,278	\$ 102,346	\$ -	\$ -	\$ 19,748	\$ 140,067	\$ 3.79
Breez	Brunswick	\$ 18,584	\$ -	\$ 6,722	\$ -	\$ -	\$ -	\$ 10,812	\$ 105,230	\$ 6.28
Breez	Freeport	\$ 18,584	\$ -	\$ 6,722	\$ -	\$ -	\$ -	\$ 10,812	\$ 105,230	\$ 6.28
Breez	Portland	\$ 18,584	\$ -	\$ 6,722	\$ -	\$ -	\$ -	\$ 10,812	\$ 105,230	\$ 6.28
Breez	Yarmouth	\$ 18,584	\$ -	\$ 6,722	\$ -	\$ -	\$ -	\$ 10,812	\$ 105,230	\$ 6.28
Totals		\$ 829,388	\$ -	\$ 300,000	\$ 330,167	\$ 35,000	\$ 411,777	\$ 438,223	\$ 3,768,757	\$ 2.23

* \$ per boarding reflects the estimated local funding per boarding which is a measure of route ridership productivity.

Step 6: Determine Local Assessments

After implementing steps 1-5, the model outlines the remaining local cost to be covered by member municipalities.

The table below lists local funding needed per municipality and adds in the local funding associated with the agency's property lease (also allocated in proportion to revenue hours). Both of these cost elements impact local assessments. ADA paratransit costs do not impact the local assessment. These costs are ridership driven, so municipalities are billed monthly for 20% of the cost of these trips.

Table 7: Baseline Local Assessments + ADA Paratransit Local Funding

Municipality	Bus Service - Variable Costs	Bus Service - Fixed Costs	Property Lease	Local Assess. Total	\$ Compared to 2023	% Compared to 2023	ADA Paratransit*	Total
Brunswick	105,230	25,210	2,325	132,766	43,711	49.1%	-	132,766
Falmouth	203,892	36,918	3,405	244,215	10,849	4.6%	1,156	245,371
Freeport	105,230	25,210	2,325	132,766	43,711	49.1%	-	132,766
Portland	2,347,278	715,910	66,033	3,129,221	(113,608)	-3.5%	80,028	3,209,250
Westbrook	901,896	193,316	17,831	1,113,043	262,969	30.9%	19,523	1,132,566
Yarmouth	105,230	25,210	2,325	132,766	43,711	49.1%	-	132,766
Annual Total	3,768,757	1,021,774	94,245	4,884,777	291,345	6.3%	100,708	4,985,485

The reinstatement of a formal cost/revenue allocation method results in significant increases in the local funding required from Brunswick, Freeport, Westbrook and Yarmouth (as a Breez community, Portland is impacted similarly but the effects are offset due to other changes affecting the city). These increases result from the collective impact of the following factors:

- Drawdown of start-up funding during (or just prior to) the pandemic and temporary replacement with emergency federal funding.
- Pandemic impacts on ridership and fare revenue that stunted the growth potential of new routes.
- Overall cost increases in labor, fuel, contracted services, and commodities.
- Recent changes in service levels between communities which create cost increases/decreases in other communities.
- Transition from small to large buses on the Breez Line which increased the operating cost of this route.

To mitigate these impacts, the Board of Directors approved a one-year funding bridge for these communities (as well as Portland) and tasked staff with developing a set of strategies to create cost-funding alignment in 2025, including possible service adjustments or reductions.

The funding bridge allocates an additional \$37,000 of non-local funding to each of the four (4) Breez municipalities (\$148,000), and \$168,000 to the City of Westbrook.

Based on the funding bridge plan, Table 8 outlines the adjusted local assessments.

Table 8: Adjusted Local Assessments + ADA Paratransit Local Funding

Municipality	Bus Service - Variable Costs	Bus Service - Fixed Costs	Property Lease	Local Assess. Total	\$ Compared to 2023	% Compared to 2023	ADA Paratransit*	Total
Brunswick	68,230	25,210	2,325	95,766	6,711	7.5%	-	95,766
Falmouth	203,892	36,918	3,405	244,215	10,849	4.6%	1,156	245,371
Freeport	68,230	25,210	2,325	95,766	6,711	7.5%	-	95,766
Portland	2,310,279	715,910	66,033	3,092,221	(150,608)	-4.6%	80,028	3,172,250
Westbrook	733,896	193,316	17,831	945,043	94,969	11.2%	19,523	964,566
Yarmouth	68,230	25,210	2,325	95,766	6,711	7.5%	-	95,766
Annual Total	3,452,758	1,021,774	94,245	4,568,777	(24,655)	-0.5%	100,708	4,669,485

PROPOSED 2024-2024 CAPITAL IMPROVEMENT PROGRAM

PROGRAM SUMMARY				Funds Rem.	2023	2024	2025	2026	2027	2028
				-	-	-	0	0	0	0
Total				1,622,693	4,467,551	8,883,620	5,403,800	1,606,924	29,078,181	2,296,038
Federal (5307)				801,357	2,167,000	5,358,991	4,323,040	1,285,539	15,762,545	1,836,830
Federal (CARES)				412,178	296,650	1,560,000		-	-	-
Federal (ARPA)				-	1,061,441	-	-	-	-	-
Federal (CRRSAA)					36,440					
Federal (5310)				-	429,560	219,529	-	-	-	-
State				-	184,000	180,000	430,800	60,000	7,855,036	202,592
Local (Bond)				-	166,500	1,220,000	370,800	-	5,295,036	202,592
Local (Assessment)				409,158	125,960	345,100	279,160	261,385	165,564	54,024
Local Assess (Projects)					125,960	345,100	279,160	261,385	165,564	54,024
Local Assess (Cap Res.)					-	-	-	-	94,436	205,976
Local (Debt Service)					232,637	228,365	339,379	386,349	380,298	672,145
Total					358,597	573,465	618,539	647,734	640,298	932,145
100 PLANNING & PROGRAMS				Funds Rem.	2023	2024	2025	2026	2027	2028
101 Replacement Facility: Planning-Design <i>Prior funding and 2023 funding will be used to hire a consultant firm to prepare conceptual design, capital cost estimate, operating cost forecasts, and develop project roadmap. Funding in outer years reflects 8% of a facility's estimated construction cost for planning-design-engineering.</i>	Total	55,000	175,000	-	600,000	600,000	600,000	600,000	-	
	Federal (5307)	40,000	140,000	-	480,000	480,000	480,000	480,000	-	
	Federal (CARES)									
	Federal (ARPA)									
	Federal (5310)									
	State	17,500		60,000	60,000	60,000	60,000			
	Local (Bond)	-							-	
	Local (Assessment)	15,000	17,500		60,000	60,000	60,000		-	
102 Service Planning <i>Remaining funds are from 2016 Operating-Capital Grant. Staff propose utilizing these funds to augment Project 401 (General Bus Stop Improvements).</i>	Total	53,525	-	-	-	-	-	-	-	
	Federal (5307)	42,820	-	-	-	-	-	-	-	
	Federal (CARES)	-	-	-	-	-	-	-	-	
	Federal (ARPA)	-	-	-	-	-	-	-	-	
	Federal (5310)	-	-	-	-	-	-	-	-	
	State	-	-	-	-	-	-	-	-	
	Local (Bond)	-	-	-	-	-	-	-	-	
	Local (Assessment)	10,705	-	-	-	-	-	-	-	
103 GPCOG Mobility Programs <i>Metro has served as a pass-through of federal CARES Act funding in order to allow GPCOG to use federal CARES Act funding to implement a variety of mobility management programs.</i>	Total	242,448	72,881	-	-	-	-	-	-	
	Federal (5307)	-	-	-	-	-	-	-	-	
	Federal (CARES)	242,448	-	-	-	-	-	-	-	
	Federal (ARPA)		36,441							
	Federal (CRRSAA)		36,440							
	State									
	Local (Bond)									
	Local (Assessment)									
104 GPCOG Planning Projects <i>Transit Together and Rapid Transit Project.</i>	Total	-	-	-	-	-	-	-	-	
	Federal (5307)	-	-	-	-	-	-	-	-	
	Federal (CARES)	-	-	-	-	-	-	-	-	
	Federal (ARPA)									
	Federal (5310)									
	State									
	Local (Bond)									
	Local (Assessment)	-	-	-	-	-	-	-	-	
200 FACILITIES: MAINTENANCE-ACQUISITION-CONSTRUCTION				Funds Rem.	2023	2024	2025	2026	2027	2028
201 Metro Facility Replacement-Expansion <i>Phase 1: Acquire 151 St. John's Property - Federal assistance estimated at 50%; State assistance estimated at 30%. Local funding assumed to come from bonding. Bond insurance will be contingent on state-federal funding acquisition. Phase 2: Construct replacement facility - Federal assistance estimated at 50%; State assistance estimated at 30%. Local funding assumed to come from bonding.</i>	Total	-	-	5,200,000	-	-	-	25,000,000	-	
	Federal (5307)	-	-	2,600,000	-	-	-	12,500,000	-	
	Federal (CARES)	-	-	1,560,000	-	-	-	-	-	
	Federal (ARPA)	-	-	-	-	-	-	-	-	
	Federal (5310)	-	-	-	-	-	-	-	-	
	State	-	-	-	-	-	-	7,500,000	-	
	Local (Bond)	-	-	1,040,000	-	-	-	5,000,000	-	
	Local (Assessment)	-	-	-	-	-	-	-	-	
202 Facility Renovations-Major Component Replacement <i>Unspent funding (\$316,580) for facility renovations (\$96,580) and Bus Wash Rehab (\$150,000) and HVAC (\$70,000) - These projects are moving forward. Replacement of back-up generator in 2023 CNG Station rehab/compressor replacement in 2024</i>	Total	316,580	125,000	300,000	-	-	-	-	-	
	Federal (5307)	253,264	100,000	240,000	-	-	-	-	-	
	Federal (CARES)	-	-	-	-	-	-	-	-	
	Federal (ARPA)	-	-	-	-	-	-	-	-	
	Federal (5310)	-	-	-	-	-	-	-	-	
	State	-	-	-	-	-	-	-	-	
	Local (Bond)	-	-	-	-	-	-	-	-	
	Local (Assessment)	63,316	25,000	60,000	-	-	-	-	-	
202 Safety-Security Maintenance/Upgrades <i>Remaining funds (20,000) from 2016 Op-Cap Grant, and (\$53,000) from 2017 Op-Cap Grant These funds will be used to replace/upgrade facility surveillance system, integrate ID badging access to harden access/exit points. Local funding remains from prior year budgets for which local match was collected but project was not included in PACTS program of projects for federal funding. Original 2024 entries removed as project can completed with existing funding.</i>	Total	73,000	-	-	-	-	-	-	-	
	Federal (5307)	50,400	-	-	-	-	-	-	-	
	Federal (CARES)	-	-	-	-	-	-	-	-	
	Federal (ARPA)	-	-	-	-	-	-	-	-	
	Federal (5310)	-	-	-	-	-	-	-	-	
	State	-	-	-	-	-	-	-	-	
	Local (Bond)	-	-	-	-	-	-	-	-	
	Local (Assessment)	22,600	-	-	-	-	-	-	-	

300 VEHICLE MAINTENANCE & ACQUISITION				Funds Rem.	2023	2024	2025	2026	2027	2028
301 Mid-Life Fleet Refurbishments <i>Replacement of major components (engines, transmissions) and vehicle refurbishments of 5 2014 Gilligs (\$215,551) followed by 5 2018 New Flyers (2024); 6 2018 New Flyers (2025); 6 2019 New Flyers (2026); 5 2020 New Flyers (2027); 2 2020 New Flyers and 2 2021 New Flyers (2028).</i>	Total		215,551	-		300,000	370,800	381,924	327,818	270,122
	Federal (5307)		172,441	-		240,000	296,640	305,539	262,254	216,098
	Federal (CARES)		-	-		-	-	-	-	-
	Federal (ARPA)		-	-		-	-	-	-	-
	Federal (5310)		-	-		-	-	-	-	-
	State		-	-		-	-	-	-	-
	Local (Bond)		-	-		-	-	-	-	-
	Local (Assessment)		43,110	-		60,000	74,160	76,385	65,564	54,024
302 Fleet Replacements <i>GP Metro adheres manages to the FTA Uesful Life Benchmark (ULB) of 14 years, but aims to replace buses at years 13 and 14 in order to allow flexibility based on individual buses' condition. Replaced 4 original Breez buses in FY 2023 with diesel New Flyers Replace 3 2011 diesel Gillig buses in FY 2024 with diesel New Flyers using existing contract Replace 4 2011 diesel Gillig buses in FY 2025 with electric buses Replace 3 2014 CNG Gillig buses in FY 2027 with electric buses Replace 2 2014 CNG Gillig buses in FY 2028 with electric buses</i>	Total			2,220,000		1,800,000	3,708,000	-	2,950,363	2,025,916
	Federal (5307)			1,887,000		1,440,000	2,966,400	-	2,360,290	1,620,733
	Federal (CARES)									
	Federal (ARPA)									
	Federal (5310)									
	State			166,500		180,000	370,800	-	295,036	202,592
	Local (Bond)			166,500		180,000	370,800	-	295,036	202,592
	Local (Assessment)									
303 Support Vehicle Replacement/Acquistions <i>2023 replacement of operations support vehicle acquired in 2013. 2023 addition of employee shuttle to provide transport between base and relief point(s) 2024 replacement of maintenance/plow truck 2025 acquisition of diesel skid steer for bus stop/sidewalk/facility snow plowing. Remaining funds \$7,400 (from sale of retired vehicle) and \$1,730 (surplus from acquisition of operations shuttle) can be applied to future needs.</i>	Total		9,130	105,000		65,000	100,000	-	-	-
	Federal (5307)			40,000		52,000	80,000	-	-	
	Federal (CARES)		1,730	55,000						
	Federal (ARPA)									
	Federal (5310)									
	State									
	Local (Bond)			-		-	-	-	-	
	Local (Assessment)		7,400	10,000		13,000	20,000	-	-	-
308 Fleet Expansion <i>TBD</i>	Total		-	-		-	-	-	-	-
	Federal (5307)		-	-		-	-	-	-	-
	Federal (CARES)		-	-		-	-	-	-	-
	Federal (ARPA)		-	-		-	-	-	-	-
	Federal (5310)		-	-		-	-	-	-	-
	State		-	-		-	-	-	-	-
	Local (Bond)		-	-		-	-	-	-	-
	Local (Assessment)		-	-		-	-	-	-	-
400 BUS STOP IMPROVEMENTS				Funds Rem.	2023	2024	2025	2026	2027	2028
401 General Bus Stop Improvements <i>This project is aimed at general bus stop improvements including installation of shelters, seating, signage, and access improvements where needed. GP Metro plans to use consultant assistance to perform a full bus stop inventory and recommend design and amenity standards. Federal-Local funding remains from a 2016 project (\$38,642) which provided acquisition/installation of bus stop shelters and new bus stop signage across the region. Local funding remains from prior year budgets for which local match was collected but project was not included in PACTS program of projects for federal funding (\$70,000).</i>	Total		108,642	-		-	200,000	200,000	200,000	
	Federal (5307)		30,914	-		-	160,000	160,000	160,000	
	Federal (CARES)					-	-	-	-	
	Federal (ARPA)									
	Federal (5310)									
	State									
	Local (Bond)			-						
	Local (Assessment)		77,728	-		-	40,000	40,000	40,000	-
402 Transit Stop Access Project <i>Planning-design work completed in prior years. Amounts shown are for construction. Remaining amount includes \$195,468 from prior grant which covers design-engineering as well as \$73,460 in local funding that was collected for construction but tied to federal funding in a future year. Amounts in FY 2023 are programmed for construction. Local match relates to Federal 5310 funding. Amounts in FY 2024 reflect the final allocation of federal formula funding for this project Amounts in FY 2025-26 represent new formula funding awarded to Metro thru PACTS formula set-aside application process.</i>	Total		240,444	1,028,020		497,420	425,000	425,000		
	Federal (5307)		133,586	-		210,031	340,000	340,000	-	-
	Federal (CARES)						-	-		
	Federal (ARPA)			525,000			-	-		
	Federal (5310)			429,560		219,529	-	-		
	State			-		-	-	-	-	-
	Local (Bond)						-	-		
	Local (Assessment)		106,858	73,460		67,860	85,000	85,000	-	-
500 TECHNOLOGY INTEGRATIONS				Funds Rem.	2023	2024	2025	2026	2027	2028
501 Management Information Systems <i>Remaining grant balance (\$97,415) earmarked for inventory tracking software (\$77,715), and Timekeeping software (\$19,700). Additional funding sought in 2024 to acquire and deploy timekeeping software. The timekeeping project previously included under this project series (2024) is moved to Project 503 so it functions with the AVL system.</i>	Total		97,415	-		-	-	-	-	-
	Federal (5307)		77,932	-		-	-	-	-	-
	Federal (CARES)		-	-		-	-	-	-	-
	Federal (ARPA)		-	-		-	-	-	-	-
	Federal (5310)		-	-		-	-	-	-	-
	State		-	-		-	-	-	-	-
	Local (Bond)		-	-		-	-	-	-	-
	Local (Assessment)		19,483	-		-	-	-	-	-
502 Transit Signal Priority <i>Metro awarded \$500,000 in federal ARPA funding to install transit signal priority technology along Washington Avenue and Forest Avenue in Portland. Additional \$170,000 applied for through PACTS FTA Section 5307 formula set-aside program for transit enhancements (pending approval). Additional award would add TSP to Brighton Ave. and Congress Street.</i>	Total		-	500,000		171,200	-	-	-	-
	Federal (5307)		-	-		136,960	-	-	-	-
	Federal (CARES)		-			-	-	-	-	-
	Federal (ARPA)		-	500,000		-	-	-	-	-
	Federal (5310)		-	-		-	-	-	-	-
	State		-	-		-	-	-	-	-
	Local (Bond)		-	-		-	-	-	-	-
	Local (Assessment)		-	-		34,240	-	-	-	-
503 CAD/AVL System Replacement <i>Approximately \$1.0 million needed to replace the existing system to include AVL, CAD, APC, AVA Unspent funding (\$168,000) from CARES Act funding allocated to AVA System/UV Lighting CARES Act funding recently allocated by PACTS for CAD/AVL replacement (\$242k). Local funding remains from prior year budgets for which local match was collected but project was not included in PACTS program of projects for federal funding (\$42,958- Electronic Signs).</i>	Total		210,958	241,650		550,000	-	-	-	-
	Federal (5307)		-	-		440,000	-	-	-	-
	Federal (CARES)		168,000	241,650		-	-	-	-	-
	Federal (ARPA)		-	-		-	-	-	-	-
	Federal (5310)		-	-		-	-	-	-	-
	State		-	-		-	-	-	-	-
	Local (Bond)		-	-		-	-	-	-	-
	Local (Assessment)		42,958	-		110,000	-	-	-	-

August 20, 2010

David C. Redlefsen
General Manager
Greater Portland Transit District
114 Valley Street
Portland, ME 04102

RE: Statutory Budget Procedures Applicable to Greater
Portland Transit District

Dear Dave:

I am writing as you requested to outline the statutory procedures for the preparation and adoption of the annual budget and for the assessment and collection of taxes by the Greater Portland Transit District (the "District"). The statutory procedures for the preparation and adoption of the annual budget are governed by 30-A MRS §3516 and the procedures for assessment and collection of taxes are governed by 30-A MRS §3517. In the balance of this letter, I will outline these statutory procedures.

Preparation and Adoption of Annual Budget.

Under 30-A MRS §3516, the procedure for preparation and adoption of the annual budget of the District is as follows:

1. Formula for municipal contributions. On or before October 31, and before submitting the budget estimates required by paragraph 2 below to the municipal officers of the member towns, the board of directors of the District, by a 2/3 vote of its entire membership (i.e., 7 in favor), must approve a formula for calculating the contribution to be made by each member municipality to defray any projected deficit of the District. Under 30-A MRS §3516(2)(A) this formula must be based on such items as route mileage, profit or loss resulting from service to each municipality, population and any other factors that the board of directors considers relevant.

Catherine D. Alexander*
Daniel Amory*
David J. Backer*
S. Campbell Badger*
Melissa L. Colley
Jerrold A. Crouter*
George T. Dilworth*
Jessica M. Enmons*
Peter C. Felinly*
Anthony T. Frabanne*
Jonathan M. Goodman*
Sara S. Hellstedt*
Eric R. Herlan*†
Melissa A. Howey*†
Michael E. High*
David M. Kallin*
John S. Kaminski*
Edward J. Kelleher*
Jeanne M. Kincaid*†
Benjamin E. Marcus*
Robert P. Nadeau*
Daina J. Nathanson*†
Mark A. Pangel
Jeffrey T. Pampiano*
William L. Plouffe*
Aaron M. Pratt*†
Harry R. Pringle*
Daniel J. Rose*†
George Royce V*
Gregory W. Sample*
David S. Sherman, Jr.*
Richard A. Shulay*
Kathryn Smith, Jr.*
Bruce W. Smith*
Richard A. Spencer*†
Christopher G. Stevenson*
E. William Stockmeyer*†
Amy K. Tchao*†
Joanna B. Tourangeau*†
M. Thomas Trenholm*
Matthew H. Upton†
Amy J. Viscontini*
Gary D. Vogel*
Ronald N. Ward*
Brian D. Willing*
Gerald M. Zelinf

Consultants

Ann S. Chepnau
Policy & Labor Relations

Roger P. Kelley
Labor Relations &
Conflict Management

Christopher P. O'Neil
Governmental Affairs

Michael J. Opuda Pk.D.
Special Education

Of Counsel

Joseph L. DeLafield III*
Robert L. Gips*
Donald A. Knapp*
Hugh G. E. MacMahon*
Harold E. Woodsum, Jr.*

* Admitted in Maine
† Admitted in New Hampshire

August 20, 2010

Page 2

2. Estimate of expenditures and revenues. After establishing the formula for municipal contributions under paragraph 1, the board of directors of the District must adopt a vote on or before October 31 at a duly called meeting approving an estimate of expenditures and revenues for the ensuing year and directing that it be submitted by the District to the municipal officers of each of the member towns. Under 30-A MRS §3504(2) a majority of the board of directors of the District constitutes a quorum and action taken by two-thirds of the directors is considered to be the action of the full board. The "municipal officers" in Portland, Westbrook and Falmouth are the members of the Portland City Council, Westbrook City Council and Falmouth Town Council respectively. Under 30-A MRS §3516(1)(A)-(E) the required estimate must include:

- A. An itemized estimate of anticipated revenues during the ensuing fiscal year from each source;
- B. An itemized estimate of expenditures for each classification for the ensuing fiscal year, including payments of principal and interest on bonds or notes issued or to be issued by the District;
- C. An itemized statement of all actual receipts from all sources to, and including September 30th of each previous fiscal year, with estimated receipts from those sources shown for the balance of the year;
- D. An itemized statement of all actual expenditures, up to and including September 30th of each previous fiscal year, with estimated expenditures shown for the balance of the year; and
- E. An estimate of revenue surplus or deficit of the District for the fiscal year for which estimates are being prepared.

The formula for municipal contributions adopted under paragraph 1 above and the amount of the contribution required from each member municipality must be shown in the estimates submitted to the municipal officers of each town.

3. Failure of Board of Directors to approve formula for municipal contributions by November 1st and petition to Public Utilities Commission. If the Board of Directors is unable to establish a formula for municipal contributions by a two-thirds vote of the entire membership (i.e., 7 favorable votes) then, also by November 1st, the Board must petition the Public Utilities Commission to adopt a formula. A vote of the directors approving the petition and directing its submission to the PUC should be approved by two-thirds of the members of the Board present and voting at a meeting at which a quorum of the Board is present. This vote must be adopted, and the petition must be submitted, to the PUC prior to November 1st, and prior to filing the estimates required under paragraph 1. In addition, if the board has failed to approve a formula, the estimates filed under

August 20, 2010
Page 3

paragraph 2 must include a statement “that a formula has not been established but that a petition has been made to the PUC for findings and a decision with respect to a formula.” Under 30-A MRS §3516(2)(c), if a petition is filed with the PUC, the PUC must give notice to the member municipalities, hold a hearing, make findings and establish a formula within sixty (60) days from the filing of the District’s petition. The findings and decision of the PUC are binding on the District and the member towns, provided that the District or any member town may appeal the PUC’s decision to the Law Court in accordance with 35-A MRS §1320.

4. Refusal of municipal officers to accept the formula established by the District’s Board of Directors. If the District’s board of directors establishes a formula for municipal contributions by a two-thirds vote of its full membership and submits that formula to the municipal officers of the member towns by November 1st, but the municipal officers of a member town refuse to accept the formula, then the municipal officers are required, within thirty (30) days after the District’s submission of the formula, to notify the District’s board of directors of their refusal. If the District receives notice of such a refusal to accept the formula by the municipal officers of a member town, the District’s board of directors is then required to petition the PUC by December 15th to establish a formula. In that situation, two-thirds of the board of directors present and voting at a meeting at which a quorum is present should adopt a vote approving the petition to the PUC and directing its submission to the PUC prior to December 15. The PUC must then give notice to the member municipalities, conduct a hearing, make findings and a decision with respect to the formula within sixty (60) days of the filing of the District’s petition. The district or any member municipality may appeal the PUC’s decision to the Law Court under 35-A MRS §1320.
5. Adoption of final District budget. By March 1st of each year, the board of directors of the District is required to adopt a final budget for the District for that year which is itemized in the same manner as required for the estimates required under paragraph 2. The final budget must be approved by two-thirds of the members of the district in accordance at a meeting at which a quorum is present. The final budget is then required to be submitted immediately to the municipal officers of the member municipalities. The amounts required to defray any projected deficit must be included in a warrant issued to the assessors of each member municipality as provided in 30-A MRS §3517. 30-A MRS §3516(3)(A) establishes the procedures to be followed if an appeal has been taken from a decision of the PUC and that appeal is still pending on March 1st.
6. The District’s Warrant for Taxes. Pursuant to 30-A MRS §3517, the directors of the District are required to issue their warrant for the collection of taxes to the

August 20, 2010

Page 4

assessors of the member municipalities. The form of warrant should be based on the form of the warrant which has been used by the Treasurer of State for State taxes, with proper changes to adapt it to the District's situation. The warrants should be approved by two-thirds of the members of the District board of directors in attendance at a meeting at which a quorum is present. The warrants should be signed by the District's board of directors. The warrants direct the assessors of the member municipalities to assess the sums allocated to each municipality on their taxable property and to commit that assessment to the tax collector of each member municipality. Within thirty (30) days after the date that taxes are due within each member municipality, the treasurer of that municipality is required to pay the amounts due to the District.

If you have any questions about these procedures, or if I can be of assistance in preparing the necessary votes, notices or warrants, please do not hesitate to give me a call.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Richard A. Spencer".

Richard A. Spencer

RAS/kmr

November 6, 2023

The Honorable Benjamin Chipman, State Senator
The Honorable Jill Duson, State Senator
The Honorable Rachel Talbot Ross, Speaker of the House, Maine State Legislature
The Honorable Michael F. Brennan, State Representative
The Honorable Benjamin T. Collings, State Representative
The Honorable Edward W. Crockett, State Representative
The Honorable Grayson B. Lookner, State Representative
The Honorable Matt Moonen, State Representative
The Honorable Charles A. Skold, State Representative
The Honorable Samuel Lewis Zager, State Representative

Re: Request for funding support for City of Portland Resettlement Program

Dear Senators and Representatives:

At the end of this year, federal funding that fully supports the City of Portland Resettlement Program will end. On behalf of the City of Portland, I am writing to request your assistance in identifying State or Federal funding to continue this vital program, which addresses the critical and basic needs of thousands of asylum seekers annually.

This program depends on funds from the Federal Emergency Management Agency's (FEMA) Emergency Food and Shelter Program (EFSP) to operate. Unfortunately, effective December 31, 2023, this program will be replaced with one that restricts funding to services provided within just 45 days of noncitizen migrants' arrival in the United States. While this funding will continue to be an important resource for border communities (or "pass-through" cities) in which asylum seekers stay for shorter periods of time, it will be inaccessible to "destination" cities like Portland, which provide longer-term support and services.

The Resettlement Program has successfully assisted nearly 1,300 asylum-seeking families (or approximately 4,200 individuals) since January 2020. . Program staff work out of multiple shelter sites to evaluate the needs of new arrivals and connect them with appropriate community providers. In addition, the casework services provided by our team include:

-
- Access to health care services
 - Access to perinatal care
 - Access to women's health services
 - Food access
 - Enrolling children in school and programs
 - Immigration and legal support
 - Community and cultural integration
 - Access to public transportation
 - Translation/interpretation
 - Access to postal mail services and mail interpretation
 - Parenting groups, men's groups, and support groups
 - Assistance with permanent housing placements

Without this program and as the steady pace of arrivals continues, traditional healthcare systems, social services providers, and community programs will be challenged to meet the increase in need.

Although the Resettlement Program's FEMA-funded budget is \$1.16 million, City of Portland staff believe that the Program could continue its most vital work with an annual budget of \$700,000. To date, we have not been successful in identifying and securing alternative funding sources. Respectfully, we ask for your help in securing state or federal funding to ensure that asylum seekers have the skills, resources, and services they need to thrive.

Thank you for your consideration. Please do not hesitate to contact Portland City Manager Danielle West (citymanager@portlandmaine.gov) with any questions or for additional information.

Sincerely,



Kate Snyder, Mayor

cc: The Honorable Susan Collins, United States Senate
The Honorable Angus King, United States Senate
The Honorable Chellie Pingree, United States House of Representatives
The Honorable Jared Golden, United States House of Representatives

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 20, 2023

SUBJECT: Resolution 3-23/24 Supporting the Establishment of a Sister City Relationship with Garissa Township, Kenya - Sponsored by Mark Dion, Councilor

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

The City of Garissa, Kenya, was proposed as a sister city for Portland, Maine by the Nurture Horn Afric Foundation, a nonprofit with an office in Nairobi, Kenya and in Portland, Maine. The Foundation was started by Somali refugees who were in refugee camps in Kenya and met each other in the United States as refugees.

The City of Portland, Maine, is a member of Sister Cities International and has enjoyed fruitful sister City relationships with cities in countries around the world. If passed, this Resolution would declare Garissa a new Sister City of Portland, and allow for meaningful exchanges in the future.

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. Resolve Establishing Sister City Relationship with Garissa Township, Kenya November 2023

Prepared by:

Date: 10/20/2023

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)

**RESOLUTION SUPPORTING THE ESTABLISHMENT OF A SISTER CITY
RELATIONSHIP WITH GARISSA TOWNSHIP, KENYA**

WHEREAS, the Nurture Horn Afric Foundation is a nonprofit with offices in Nairobi, Kenya and Portland, Maine that was started by Somali refugees who were in refugee camps in Kenya and met each other in the United States as refugees; and

WHEREAS, the Nurture Horn Afric Foundation has suggested that the City of Portland establish a sister city relationship with Garissa Township ("Garissa"), the capital of Garissa County in northeastern Kenya, which is recognized as one of the safest cities in eastern and central Africa; and

WHEREAS, establishing a sister city relationship with Garissa will create connections between municipal officials, institutions, and businesses, and it will build trust, access, and expertise that help local businesses; and

WHEREAS, establishing a sister-city relationship with Garissa will provide Portland and Garissa with the benefits of cultural exchange, professional interactions, tourism experiences, and a deeper understanding of how people live; and

WHEREAS, Garissa City, a majority Muslim city, is set beside the Tana River in an arid desert terrain, in land in which nomadic Somali tribes have pastured their livestock for generations; and

WHEREAS, Nurture Horn Afric Foundation will foster the sister city relationship and a group of men and women in Garissa will be designated to enlist volunteer support; and

WHEREAS, Portland is currently a member of Sister Cities International, which promotes citizen diplomacy;

NOW, THEREFORE BE IT RESOLVED, that the City of Portland shall establish a sister city relationship with Garissa, Kenya through the Sister Cities

International Program in order to deepen the connections already being made by the local representatives of Nurture Horn Afric Foundation.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 31, 2023

SUBJECT: Resolution 4-23/24 Supporting an Assault Rifle Ban and Other Gun Regulations in the State of Maine - Sponsored by Pious Ali, Councilor

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

Following the tragic mass shooting in Lewiston on October 25, 2023 in Lewiston, in which 18 people were murdered and 13 injured by a shooter using an automatic weapon, this Resolution is presented to put on record the Mayor and the Portland City Council's support for an assault weapon ban and additional gun regulation at the State level.

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. Resolve re Assault Weapon ban Councilor Ali 11.13.2023

Prepared by:

Date: 10/31/2023

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)

**RESOLVE SUPPORTING AN ASSAULT WEAPON BAN
AND OTHER GUN REGULATIONS
IN THE STATE OF MAINE**

WHEREAS, in the City of Lewiston, Maine on October 25, 2023, 18 people were killed and 13 others were injured in a mass shooting; and

WHEREAS, Maine has no “red flag” extreme risk protection law, no universal background check law, no purchase waiting period law, no licensing requirement for carrying guns in public (repealed by the State in 2015), no assault weapons ban, and no large capacity magazine restriction law; and

WHEREAS, Maine is rated an “F” by Giffords Law Center To Present Gun Violence for its lack of gun safety laws, and Maine’s rate of gun deaths and suicides has been increasing and now surpasses national averages, as its rate of gun deaths increased by 41% from 2012 to 2021, and its rate of gun suicides by 45%; and

WHEREAS, gun violence is estimated by Everytown for Gun Safety to cost Maine \$2.3 billion each year, of which \$17.3 million is paid by taxpayers; and

WHEREAS, in 1989 the Maine legislature passed a comprehensive firearms preemption law that prohibits municipalities from taking action to address local gun violence in their communities and voided Portland’s and other municipalities’ gun safety regulations (25 MRSA §2011); and

WHEREAS, Maine prohibits residents from using or possessing, for the purposes of hunting, any autoloading firearm having a magazine capacity of more than 5 cartridges (12 MRSA §11214), but it does not prohibit residents from possessing high capacity magazines that can accept more than 10 rounds that allow a shooter to kill large numbers of people in a matter of minutes without having to pause and reload; and

WHEREAS, Maine citizens have the inalienable constitutional right to the pursuit of safety, under Maine’s Constitution (Art. I, §1), and it is the Governor’s and Legislature’s

highest constitutional responsibility to protect its citizens, and keep them safe from gun violence; and

WHEREAS, the City of Portland mourns, honors, and remembers the victims of the mass shooting in Lewiston, and declares that Maine must do much more to protect public safety and prevent such tragedies;

NOW, THEREFORE BE IT RESOLVED, that the City of Portland calls upon Governor Janet Mills and the Legislators of the State of Maine to pass immediately an Assault Weapons and Large Capacity Magazine Ban and an Extreme Risk Protection “Red Flag” Law for the State of Maine.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 17, 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 was 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.)

On October 16, 2023, the Council reconsidered the indefinite postponement of the item, which failed to pass (4-5). Reconsideration of the main motion failed (4-4), resulting in its inclusion on the November 13, 2023 agenda.

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: 10/17/2023

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)

**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.

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).



Encampment Crisis Response Team Fore-River / Frederic St.

After-Action Report

September 22, 2023

Table of Contents

Table of Contents.....	1
Executive Summary.....	3
Emergency Operations Center / NIMS Structure.....	4
Technical Assistance Team Resource.....	6
Calls for Service for Police & Fire.....	7
Tents.....	8
Homeless Services Center (HSC) Bed Data.....	9
Management Objectives.....	10
Control Objectives.....	10
Section 1: Mobile Engagement Center.....	11
Goal / Objective.....	11
Participants.....	11
Key Findings.....	11
Analysis.....	12
Section 2: By Name List / Case Conferencing.....	14
Goal / Objective.....	14
Participants.....	14
Key Findings.....	14
Analysis.....	15
Section 3: Housing Matching.....	16
Goal / Objective.....	16
Analysis.....	16
Section 4: Inventory Management.....	17
Goal / Objective.....	17
Participants.....	17
Key Findings.....	17
Analysis.....	18
Section 5: Landlord Management.....	19
Goal / Objective.....	19
Analysis.....	19
Section 6: Performance and Data Management.....	20
Goal / Objective:.....	20
Participants.....	20
Analysis.....	20
Section 7: Basic Needs and Logistics.....	21

Goal / Objective.....	21
Participants.....	21
Key Findings.....	21
Analysis.....	22
Section 8: Communications.....	23
Goal / Objective.....	23
Participants.....	23
Key Findings.....	23
Analysis.....	23
Section 9: Encampment Resolution.....	25
Participants.....	25
Key Findings.....	25
Analysis.....	25
Section 10: Finance.....	27
Goal / Objective.....	27
City expenses at the Fore River / Frederic St. encampment to September 20, 2023.....	27
Annex A: Participating Organizations.....	28
Annex B: Acronyms.....	29
Annex C: Photos of Basic Needs and clean up Provided by the City.....	30

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.

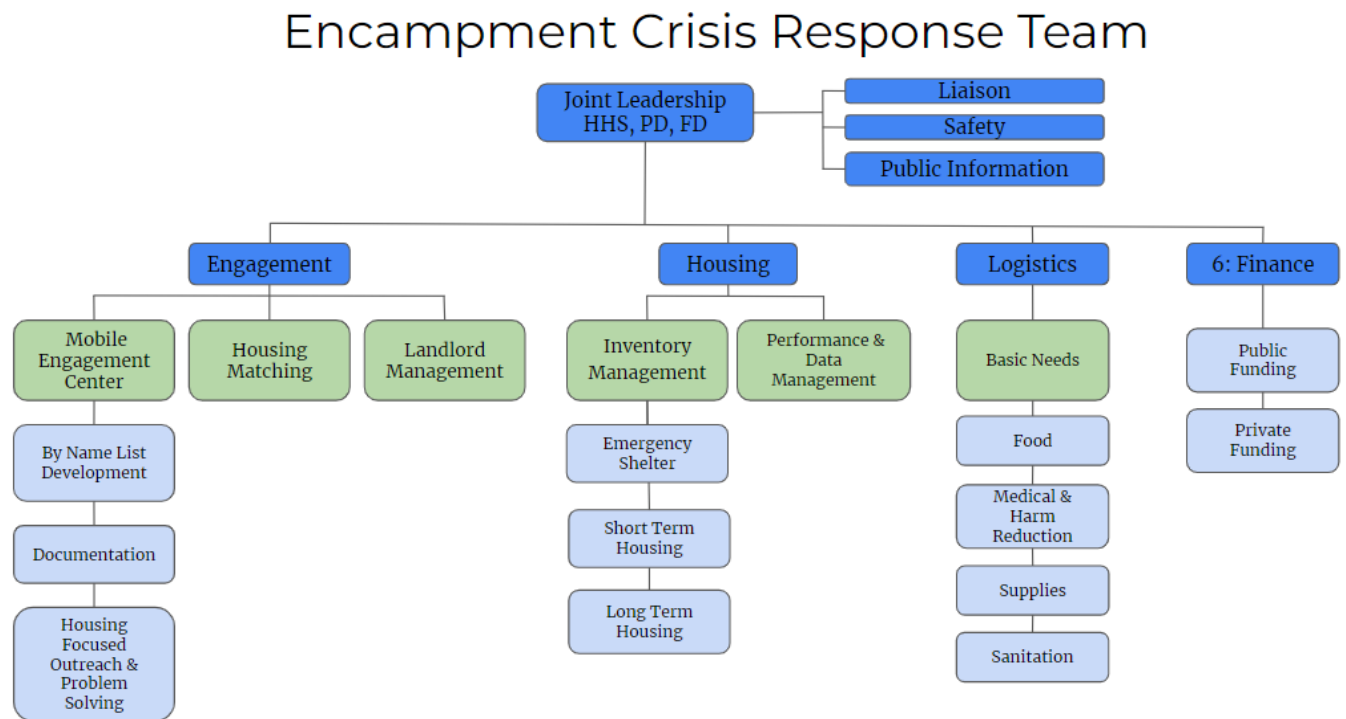
Over the course of the ECRT activation, 18 individuals (or 25% of the population) moved into shelter or housing. While ECRT members are disappointed with that outcome, we believe the process has helped highlight strategic weaknesses for us to address going forward, as well as strengths for us to capitalize 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.



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

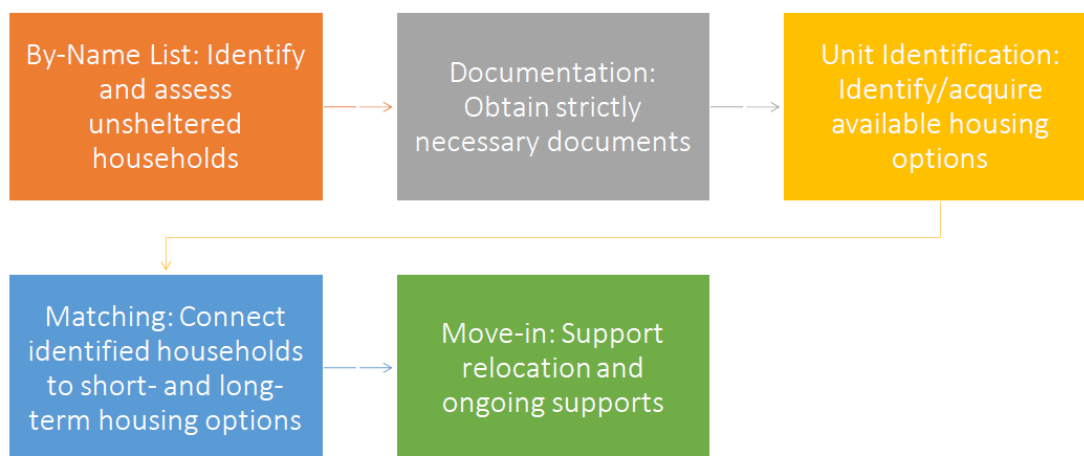
- ECRT Leadership has met weekly with HUD Technical Assistance since July 10, 2023 after and in addition to several other meetings together. HUD Technical Assistance made their first site visit to Portland on May 30, 2023
- The Mobile Engagement Center held a Grounding Session on Authentically Collaborating 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

Police	2022	2023
APR	2	17
MAY	6	37
JUN	6	31
JUL	1	30
AUG	11	39
Fire	2022	2023
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)

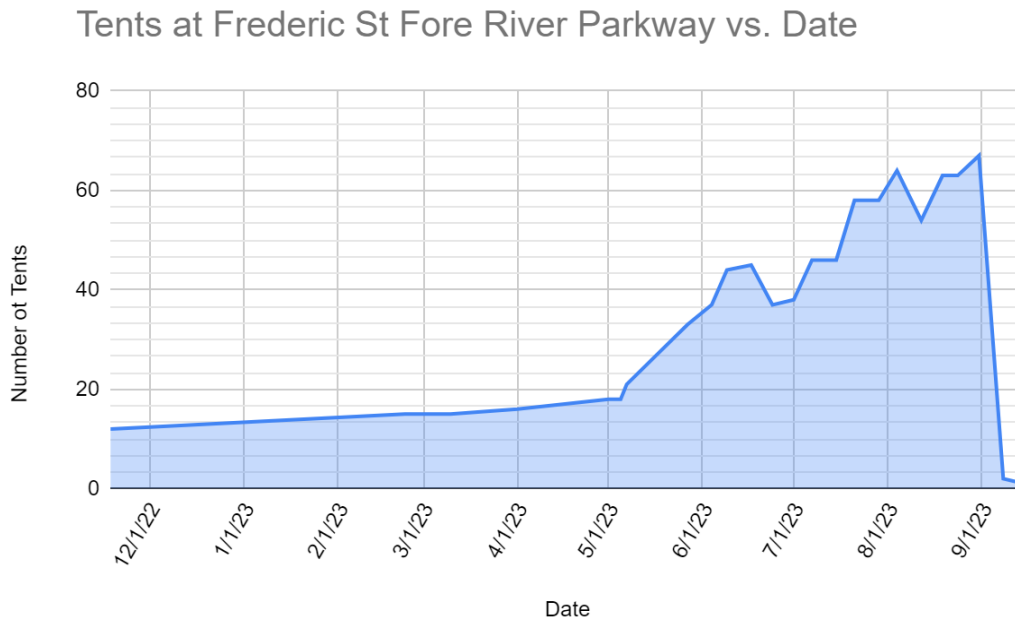
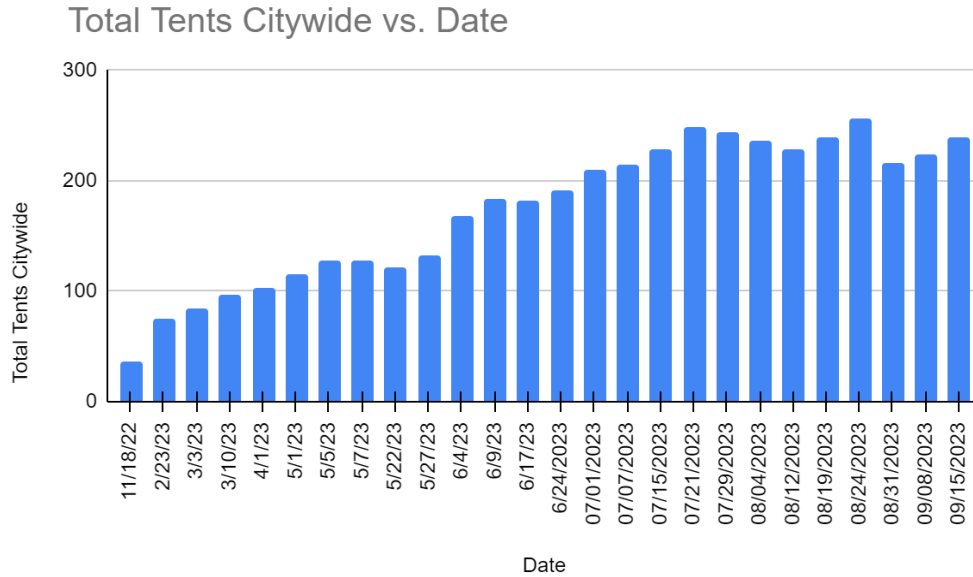
*Important to note that calls for the businesses at 17 Westfield rose significantly during the time of the encampment. There were 9 calls in 2022 from Jan-Sept and 36 for the same period in 2023. Mostly burglaries to the businesses, people refusing to leave, and disturbances directly related to the encampment.

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

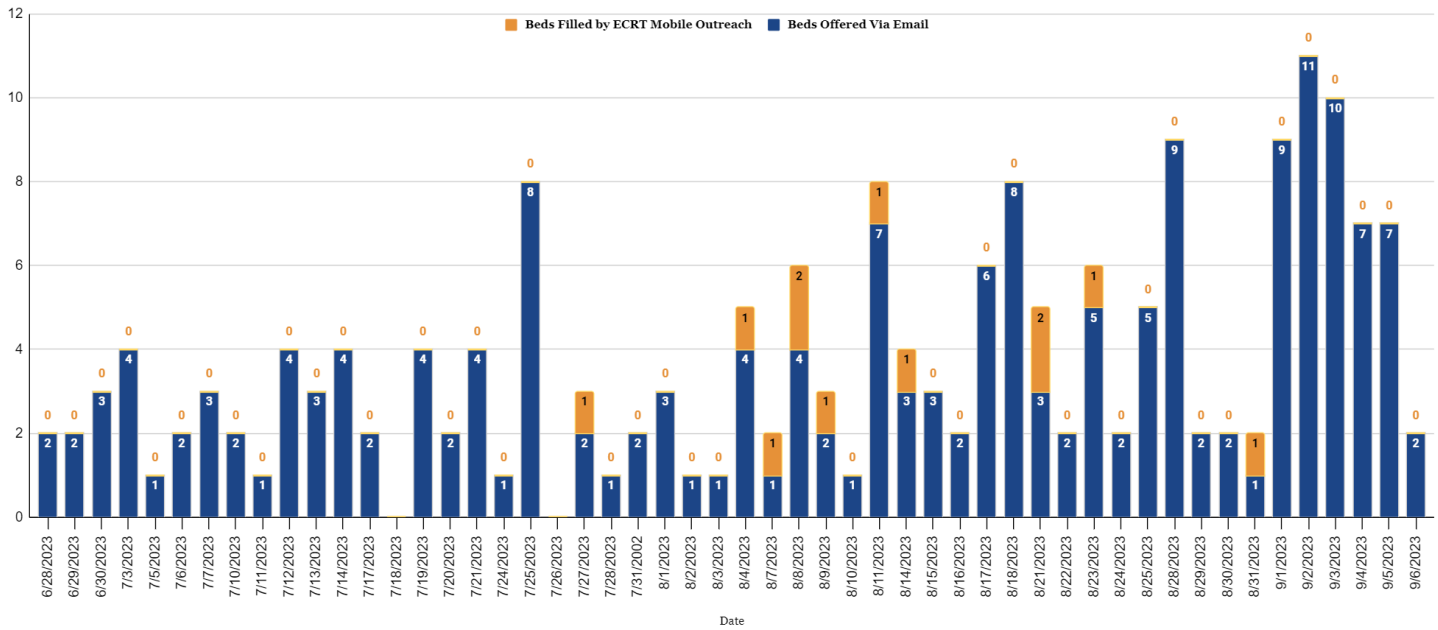


- The maximum number of tents at the Frederic St / Fore River Encampment was 67 tents on August 31, 2023

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.

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
Total	\$63,868.75	

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) FY24 Valuation:	#####	\$14,879,000
2) FY24 Tax Rate (Total City & School): Levy / (Valuation/1000)		\$14.41
(a) FY24 Tax Rate (City):		\$6.34
(b) FY24 Tax Rate (County):		\$0.62
(c) FY24 Tax Rate (School):		\$7.45
3) FY24 Value of \$0.01 of Tax Rate (Total City & School):		\$148,790

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
Example:						
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
New Program Impact to the Tax Rate	\$0.0382	\$0.0382	(\$0.0361)	(\$0.0361)	\$0.0000	\$0.0000
New Program % Impact on Tax Rate	0.6023%	0.2650%	-0.5688%	-0.2502%	0.0000%	0.0000%
Tax Rate Including New Program	\$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.

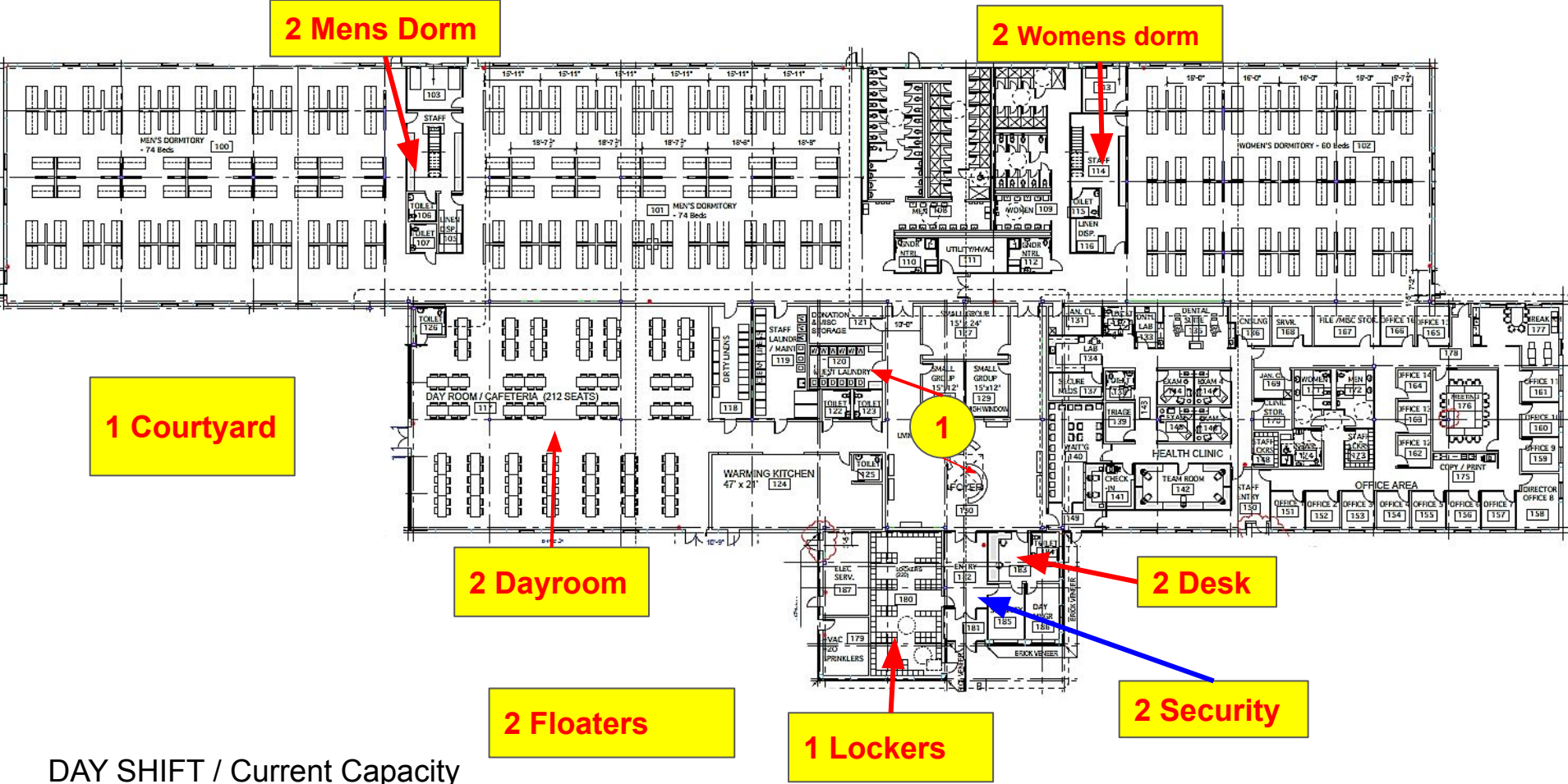
			208 beds	258 beds	24% bed
			Capacity	Capacity	Capacity Incr
Rollup	Object	Description	FY24 BUD	FY24 BUD	Increase (6 mos)
Revenue	335030	GA State Reimbursements	(4,464,096)	(5,000,646)	(536,550)
	398000	MSHA Incentives & (ARPA-PD)	(1,260,069)	(1,260,069)	-
	398400	Grant Reimbursements	(1,564,794)	(1,564,794)	-
Revenue Total			(7,288,959)	(7,825,509)	(536,550)
Payroll	400110	Salaries	4,879,868	4,902,508	22,640
	400130	Temp	622,719	872,945	250,226
	400140	Overtime	490,414	549,264	58,850
Payroll Total			5,993,001	6,324,716	331,715
Benefits	400260	Workers Compensation	-	-	
	400271	Wearing apparel	-	-	
	400274	Cell Phones	1,200	1,800	600
Benefits Total			1,200	1,800	600
Administrative services	402000	Admin. Services	-	-	-
	402010	Postage	-	-	-
	402020	Travel, trng,mtgs	4,000	4,480	480
Administrative services Total			4,000	4,480	480
Contractual services	403500	Contractual	133,550	140,228	6,678
	403530	Auto exp. Reimb	1,000	1,120	120
	403545	Interpretation	17,200	17,200	-
Contractual services Total			151,750	158,548	6,798
Maintenance and Repairs	404010	Maint/Cleaning	50,000	56,000	6,000
	404020	Other equipt	-	-	
Maintenance and Repairs Total			50,000	56,000	6,000
Rentals	404510	Rent	2,701,000	2,701,000	-
	404530	Equip rent	2,139	2,396	257
Rentals Total			2,703,139	2,703,396	257
Supplies	405520	Other supplies	212,095	237,546	25,451
	405560	Minor Equipment	5,000	45,392	40,392
	405565	Computers/technology	4,000	4,000	-
	405570	Office supplies	12,000	13,440	1,440
	405549	Food	1,080,948	1,210,662	129,714
	405540	Fuel - Veh	18,890	21,157	2,267
Supplies Total			1,332,933	1,532,196	199,263
Utilities	406310	Gas	-	-	-
	406320	Electricity	275,000	275,000	-
	406330	Water	50,000	56,000	6,000
	406340	Telephone (63-41)	4,652	4,652	
	406350	Internet Data	12,228	12,228	
Utilities Total			341,880	347,880	6,000
Client Expenses	403034	Client supplies	47,205	52,870	5,665
	403076	Client Transp.	30,000	33,600	3,600
Client Expenses Total			77,205	86,470	9,265
			-	-	
Total Expenses			10,655,108	11,215,486	560,378
					7,826
Net Cost (may be spread across FY24 and FY25 based on timing of reimbursement)					31,654

Fund	100
Org	10044306

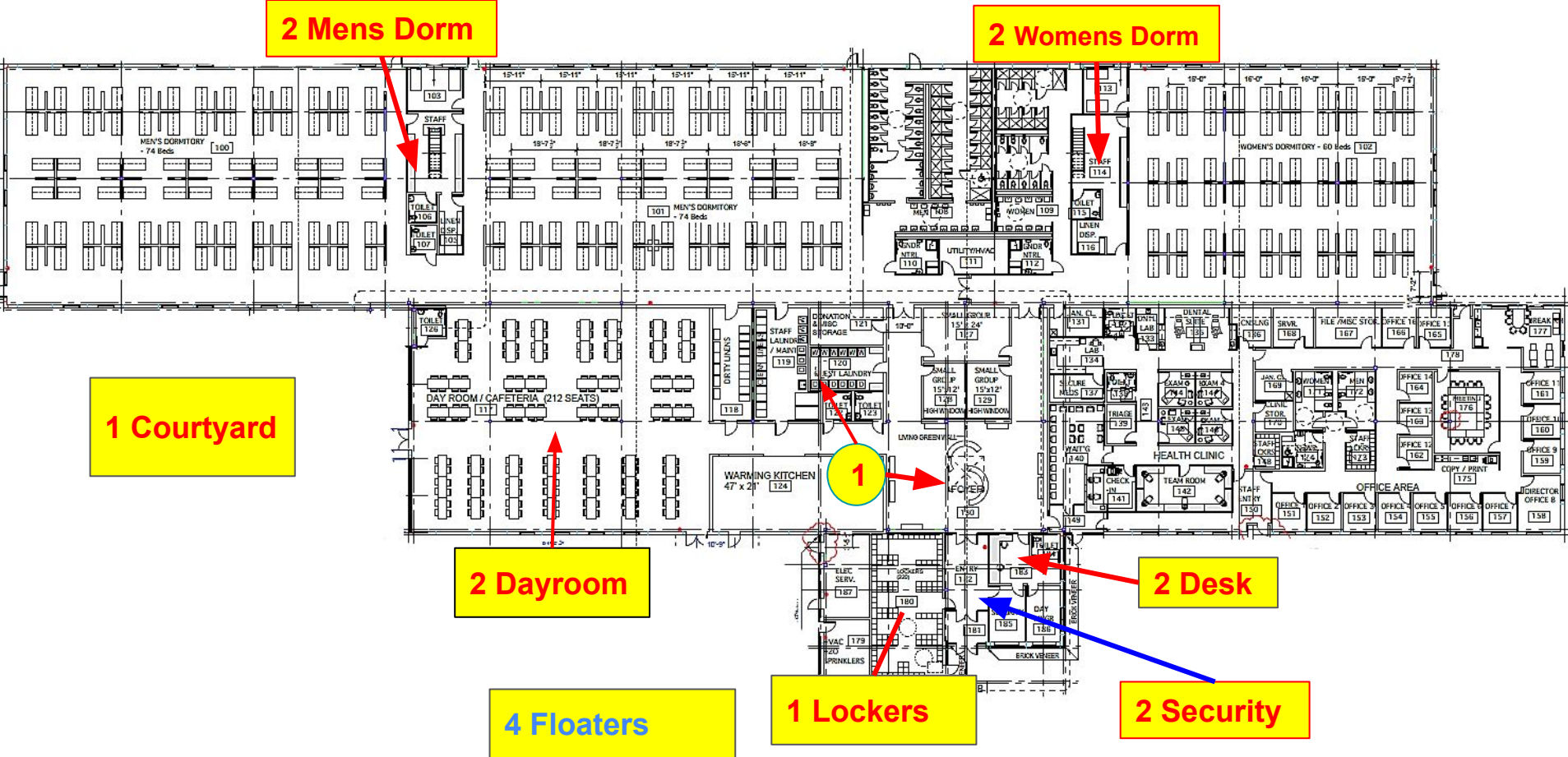
Rollup	Object	Description	208 beds	258 beds	24% bed
			Capacity	Capacity	Capacity Incr
			FY24 BUD	FY24 BUD	Increase (6 mos)

Summary

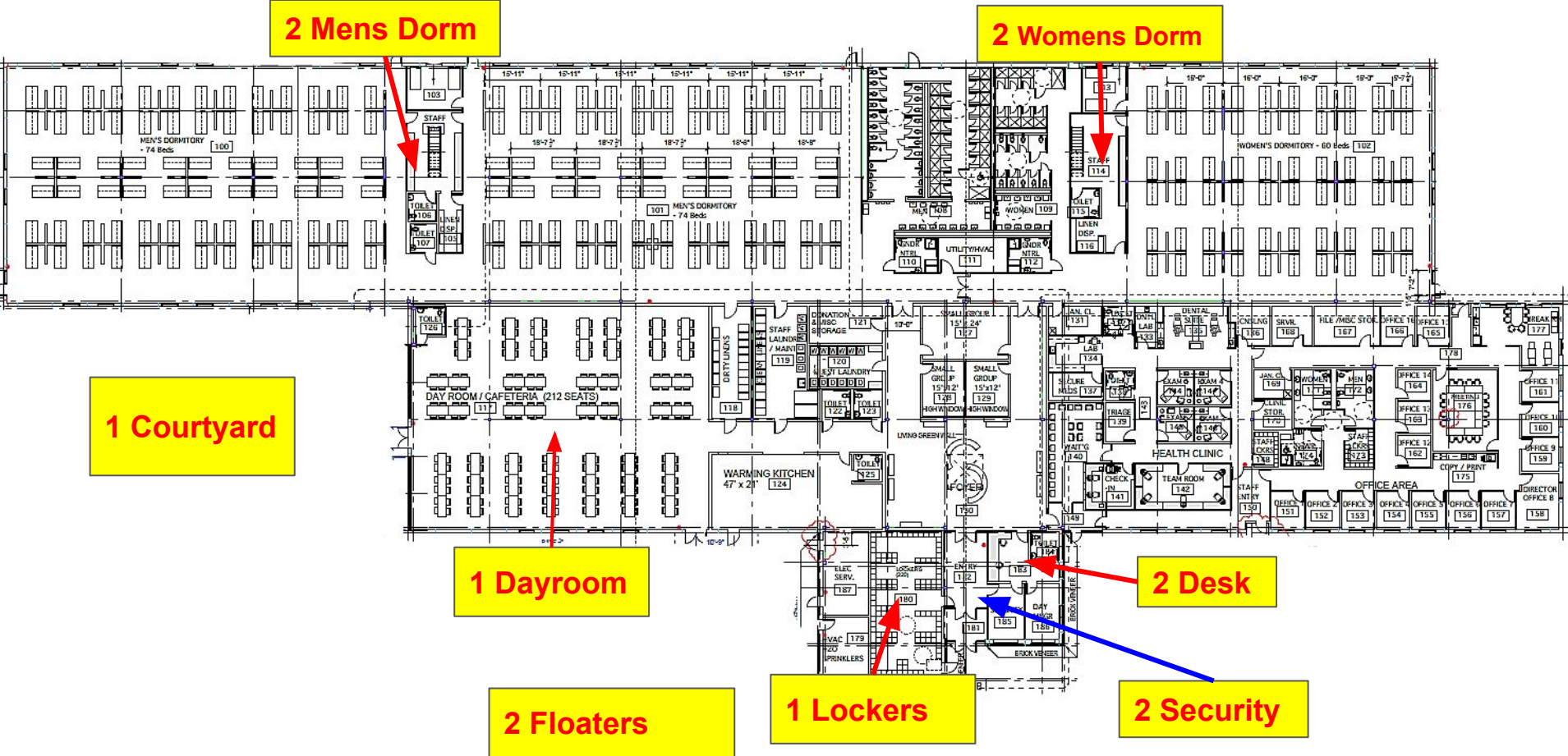
<i>Total Revenues</i>	(7,288,959)	(7,825,509)
<i>Total Expenses</i>	17,944,067	19,040,995
<i>City Net</i>	10,655,108	11,215,486
	-	-



DAY SHIFT / Current Capacity

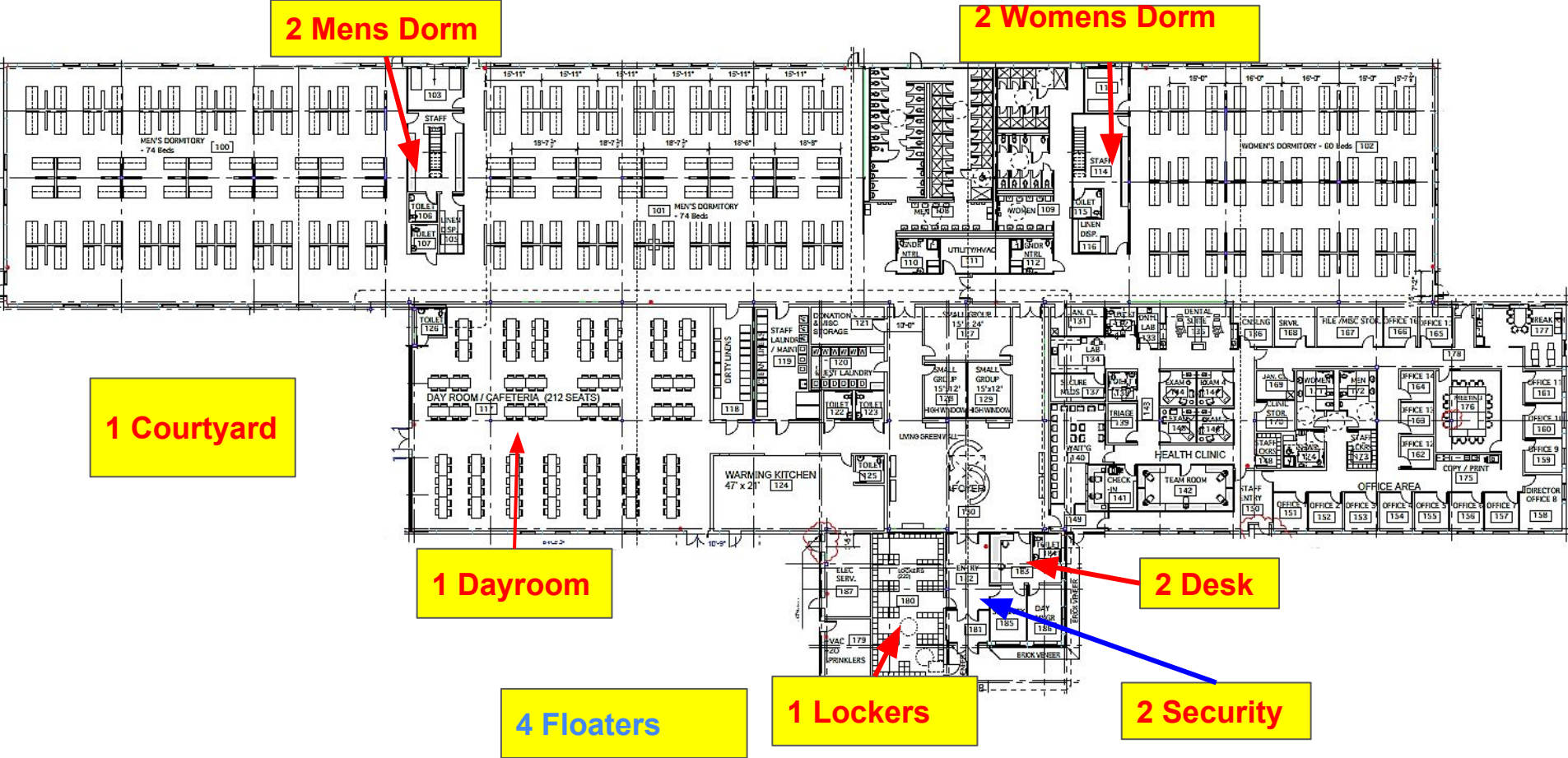


DAY SHIFT 50 Guest
 Increased Capacity
 15 Shelter Attendants / 2 Security Guards (2 Staff Increase)



NIGHT SHIFT Current Capacity

11 Shelter Attendants / 2 Security Guards



NIGHT SHIFT
50 Guest Increased
Capacity

13 Shelter Attendants / 2 Security Guards (2 Staff Increase)



Dena Libner <dlibner@portlandmaine.gov>

Fwd: Shelter/ encampment

1 message

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 <dlibner@portlandmaine.gov>

Encampments - for Special City Council Meeting 10/2

1 message

Anne Pringle <anne.pringle.me@gmail.com>

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. 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 <dlibner@portlandmaine.gov>

Homeless Services Center Overcrowding

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: Victoria Volent, Housing Program Manager

DATE: October 17, 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 11/13/2023**

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 & 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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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
13. Public Comment - Order 55

Prepared by:

Victoria Volent, Housing Program Manager

Date: 10/17/2023

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 st 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
----------------	---------------	-------------	---------------

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 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 1st 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 the 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 on 5/15/2023 4:26 PM

Case Id: 30406

Name: Portland Housing Development Corporation -

Address: 2 Riverton Drive, Portland, ME 04103

B. Project Information

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

Printed By: Victoria Volent on 9/25/2023

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 voucher 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 9/25/2023

4 of 9

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.

Printed By: Victoria Volent on 9/25/2023

5 of 9

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.

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.

DESCRIPTION OF HOW THE DEVELOPMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN

****Policy Guide: Environment****

7. Support Sustainable Land Use & Transportation Policies

Printed By: Victoria Volent on 9/25/2023

- “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 elevatorized 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 its entire portfolio of public housing in the coming years. See exhibit “9 – Team Summary Description” for more information on PHA.

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 (1/12th) 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

CITY OF PORTLAND

**RIVERTON PARK AFFORDABLE HOUSING DEVELOPMENT AND TAX INCREMENT
FINANCING DISTRICT**

DEVELOPMENT PROGRAM

Date: _____, 202_

TABLE OF CONTENTS

Riverton Park

Affordable Housing Development and Tax Increment Financing District Development Program

Article I. Introduction and Summary of Benefits

Article II. Development Program Narrative and Designation of the District

- Section 2.01 Statement of Means and Objectives
- Section 2.02 Brief Discussion of Financial Plan
- Section 2.03 Project Cost Descriptions
- Section 2.04 Relocation Plan
- Section 2.05 Environmental Controls
- Section 2.06 District Operation
- Section 2.07 Assurance of Compliance
- Section 2.08 Program Duration
- Section 2.09 Approval Considerations and Characteristics of the District
- Section 2.10 Designation of the District

Article III. Financial Plan

- Section 3.01 Cost Estimates for the Development Program
- Section 3.02 Amount of Indebtedness to be Incurred
- Section 3.03 Sources of Anticipated Revenues
- Section 3.04 Estimated Increased Assessed Value; Portion Applied to Development Program
- Section 3.05 Description of Terms and Conditions of Agreements
- Section 3.06 Calculation of Tax Shifts

Article IV. Municipal Approvals

- Section 4.01 Public Hearing
- Section 4.02 Authorizing Votes

Exhibits

- Exhibit A Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues
- Exhibit B Estimated Development Costs
- Exhibit C Property Description and Configuration of the District
- Exhibit D Certificate of Assessor
- Exhibit E Credit Enhancement Agreement
- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

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 31st 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 1st 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 1st preceding the date of the designation of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 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 INFORMATION				RENTAL INCOME					OPERATING SUBSIDY INCOME				
Unit Type		# of BR	# of Units	LIHTC Unit	PBV Unit	Income Limit (% AMI)	Max Gross LIHTC Rent	Less Utility Allowance	Max Contract LIHTC Rent	Proposed Contract Rent	Annual Rental Income	PBV Rent	Monthly PBV Diff. PUPM	Annual PBV Diff. Total	Total Annual Rent. + PBV Income
REHABILITATION					PBV										
	2BR @ 50% AMI - PBV	2	12	Y	Y	50%	1,330	57	1,273	1,273	183,312	1,987	714	102,816	286,128
	2BR @ 60% AMI	2	5	Y	N	60%	1,597	57	1,540	1,540	92,400	-	-	-	92,400
	2BR @ 80% AMI	2	3	Y	N	80%	2,129	57	2,072	1,825	65,700	-	-	-	65,700
	3BR @ 50% AMI - PBV	3	35	Y	Y	50%	1,537	66	1,471	1,471	617,820	2,512	1,041	437,220	1,055,040
	3BR @ 60% AMI	3	7	Y	N	60%	1,845	66	1,779	1,779	149,436	-	-	-	149,436
	3BR @ 80% AMI	3	5	Y	N	80%	2,460	66	2,394	2,150	129,000	-	-	-	129,000
	4BR @ 50% AMI - PBV	4	25	Y	Y	50%	1,715	75	1,640	1,640	492,000	2,930	1,290	387,000	879,000
	4BR @ 60% AMI	4	3	Y	N	60%	2,058	75	1,983	1,983	71,388	-	-	-	71,388
	4BR @ 80% AMI	4	2	Y	N	80%	2,744	75	2,669	2,425	58,200	-	-	-	58,200
5BR @ 50% AMI - PBV	5	17	Y	Y	50%	1,892	85	1,807	1,807	368,628	3,370	1,563	318,852	687,480	
5BR @ 60% AMI	5	2	Y	N	60%	2,271	85	2,186	2,186	52,464	-	-	-	52,464	
5BR @ 80% AMI	5	1	Y	N	80%	3,028	85	2,943	2,625	31,500	-	-	-	31,500	
6BR @ 50% AMI - PBV	6	6	Y	Y	50%	2,070	93	1,977	1,977	142,344	3,813	1,836	132,192	274,536	
NEW CONSTRUCTION	0BR @ 50% AMI - PBV	0	3	Y	Y	50%	1,035	43	992	992	35,712	1,324	332	11,952	47,664
	0BR @ 60% AMI	0	5	Y	N	60%	1,242	43	1,199	1,199	71,940	-	-	-	71,940
	1BR @ 50% AMI - PBV	1	6	Y	Y	50%	1,109	48	1,061	1,061	76,392	1,544	483	34,776	111,168
	1BR @ 60% AMI	1	4	Y	N	60%	1,330	48	1,282	1,282	61,536	-	-	-	61,536
	1BR @ 80% AMI	1	3	Y	N	80%	1,774	48	1,726	1,500	54,000	-	-	-	54,000
	2BR @ 50% AMI - PBV	2	9	Y	Y	50%	1,330	57	1,273	1,273	137,484	1,987	714	77,112	214,596
	2BR @ 60% AMI	2	5	Y	N	60%	1,597	57	1,540	1,540	92,400	-	-	-	92,400
	2BR @ 80% AMI	2	2	Y	N	80%	2,129	57	2,072	1,825	43,800	-	-	-	43,800
	3BR @ 50% AMI - PBV	3	17	Y	Y	50%	1,537	63	1,474	1,474	300,696	2,515	1,041	212,364	513,060
	3BR @ 60% AMI	3	3	Y	N	60%	1,845	63	1,782	1,782	64,152	-	-	-	64,152
	3BR @ 80% AMI	3	2	Y	N	80%	2,460	63	2,397	2,150	51,600	-	-	-	51,600
	TOTAL	556	182	182	130						3,443,904			1,714,284	5,158,188

OTHER INCOME

Description	Yr 1
Laundry	0
TOTAL OTHER INCOME	0

TAX INCREMENT FINANCING

50% TIF	170,000
---------	---------

COMMERCIAL INCOME

Description	Yr 1
TOTAL COMMERCIAL INCOME	0

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
EFFECTIVE GROSS INCOME	5,070,279

SQUARE FOOTAGE AND APPLICABLE FRACTION

Description	Units	Sq. Ft.
LIHTC Units	182	180,775
Non-LIHTC Units	0	
TOTAL UNITS	182	180,775

Applicable Fraction	By Units	By Sq.Ft.
by Calculation Method:	100.00%	100.00%
APPLICABLE FRACTION		100%

Rehab	143,573
Bldg 1	71,074
N'Hood Center	14,222
Maint Bldg	TBD
TOTAL PROJECT SQUARE FOOTAGE	228,869

Line Item	Total	Rehab (123 Units)	Bldg #1 (59 Units)	Community Center	Maint. Building	Per Unit
ADMINISTRATIVE EXPENSES						
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
Subtotal Administrative Expenses	394,550					2,168

UTILITY EXPENSES						
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
Subtotal Utility Expenses	428,100					2,352

MAINTENANCE EXPENSES						
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
Subtotal Maintenance Expenses	383,218					2,106

Line Item	Total	Rehab (123 Units)	Bldg #1 (59 Units)	Community Center	Maint. Building	Per Unit
GENERAL EXPENSES						
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
Subtotal General Expenses	643,250					3,534

HOUSING OPEX	1,849,118					10,160
---------------------	------------------	--	--	--	--	---------------

COMMERCIAL EXPENSES						
Admin Expenses	0					0
Operating Expenses	0					0
Maintenance Expenses	0					0
General Expenses	0					0
Other Comm.	0					0
Subtotal Commercial Expenses	0					0

TOTAL OPEX	1,849,118					10,160
-------------------	------------------	--	--	--	--	---------------

RESERVE CONTRIBUTIONS						
Replacement Reserve	81,900	55,350	26,550			450
Other Reserve	0					

TOTAL OPEX + RESERVES	1,931,018					10,610
------------------------------	------------------	--	--	--	--	---------------

Development Budget - Riverton Park

		COMPONENT SUBTOTALS					LIHTC Basis			T-E Bonds
Line Item	TOTAL	Rehab Costs	Bldg 1 Costs	N'hood Costs	MB Costs	Per Unit	NC/R Basis	Acq Basis	Non-Deprec.	50% Test
CONSTRUCTION COSTS										
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
Subtotal Construction Costs	68,303,176	34,276,998	24,856,564	8,454,614	715,000	375,292	65,866,176	0	2,437,000	68,303,176
SOFT COSTS										
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
Subtotal Soft Costs	4,732,122	1,969,758	1,767,111	827,291	167,962	26,001	4,014,622	8,000	709,500	4,732,122
FINANCING COSTS										
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
Subtotal Financing Costs	4,832,000	2,428,500	2,403,500	0	0	26,549	3,744,500	0	1,087,500	4,832,000
MISCELLANEOUS COSTS										
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
Subtotal Miscellaneous Costs	1,604,595	922,974	483,129	198,242	250	8,816	369,445	0	1,235,150	1,033,345

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	
ACQUISITION COSTS											
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	
Subtotal Acquisition Costs	29,250,000	29,250,000	0	0	0	160,714	0	29,250,000	0	29,250,000	
RESERVES											
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	
Subtotal Reserves	3,150,500	1,552,500	1,598,000	0	0	17,310	0	0	3,150,500	0	
DEVELOPMENT FEES											
Subtotal Development Overhead & Fees	5,000,000	3,000,000	2,000,000	0	0	27,473	5,000,000	0	0	5,000,000	
TOTAL DEVELOPMENT COSTS	116,872,393	73,400,730	33,108,304	9,480,147	883,212	642,156	78,994,743	29,258,000	8,619,650	113,150,643	
MAINEHOUSING TDC INDEX						286,765					

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
Total Financing		77,308,738						2,745,470

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	
Total Equity		39,563,655

SOURCES & USES		
	Total	Per Unit
Total Sources	116,872,393	642,156
Total Uses	116,872,393	642,156
CAPITALIZATION GAP (SURPLUS)	0	0

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
INCOME																	
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
EFFECTIVE GROSS INCOME		3,802,709	5,171,684	5,275,118	5,380,620	5,488,233	5,597,997	5,709,957	5,824,156	5,940,639	6,059,452	6,180,641	6,304,254	6,430,339	6,558,946	6,690,125	6,823,927
OPERATING EXPENSES																	
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
TOTAL OPEX	3.0%	1,386,839	1,904,592	1,961,729	2,020,581	2,081,199	2,143,635	2,207,944	2,274,182	2,342,407	2,412,680	2,485,060	2,559,612	2,636,400	2,715,492	2,796,957	2,880,866
NET OPERATING INCOME		2,415,870	3,267,093	3,313,389	3,360,039	3,407,034	3,454,363	3,502,014	3,549,974	3,598,232	3,646,773	3,695,581	3,744,642	3,793,939	3,843,454	3,893,168	3,943,062
RESERVE DEPOSITS																	
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
TOTAL OPEX + RESERVES		1,448,264	1,988,949	2,048,617	2,110,076	2,173,378	2,238,579	2,305,736	2,374,909	2,446,156	2,519,541	2,595,127	2,672,981	2,753,170	2,835,765	2,920,838	3,008,463
NOI AFTER RESERVES		2,354,445	3,182,736	3,226,501	3,270,545	3,314,855	3,359,418	3,404,221	3,449,248	3,494,484	3,539,912	3,585,515	3,631,274	3,677,169	3,723,181	3,769,287	3,815,464
DEBT SERVICE																	
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
TOTAL DEBT SERVICE		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
DSCR		1.14	1.16	1.18	1.19	1.21	1.22	1.24	1.26	1.27	1.29	1.31	1.32	1.34	1.36	1.37	1.39
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%

		16	17	18	19	20
% Infl.		2043	2044	2045	2046	2047
INCOME						
Rental Income: LIHTC Units	2.0%	1,495,672	1,525,585	1,556,097	1,587,219	1,618,963
Vacancy Loss - LIHTC Units	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
Vacancy Loss - PBV Units	5.0%	(279,271)	(284,856)	(290,553)	(296,364)	(302,292)
Rental Income: Market Units	2.0%	0	0	0	0	0
Vacancy Loss - Market Units	5.0%	0	0	0	0	0
Other Income	2.0%	0	0	0	0	0
Vacancy Loss - Other Income	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
EFFECTIVE GROSS INCOME		6,960,406	7,099,614	7,241,606	7,386,439	7,534,167

OPERATING EXPENSES						
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
TOTAL OPEX	3.0%	2,967,292	3,056,310	3,148,000	3,242,440	3,339,713

NET OPERATING INCOME		3,993,114	4,043,304	4,093,607	4,143,999	4,194,454
-----------------------------	--	------------------	------------------	------------------	------------------	------------------

RESERVE DEPOSITS						
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
TOTAL OPEX + RESERVES		3,098,717	3,191,679	3,287,429	3,386,052	3,487,633

NOI AFTER RESERVES		3,861,689	3,907,936	3,954,177	4,000,387	4,046,534
---------------------------	--	------------------	------------------	------------------	------------------	------------------

DEBT SERVICE						
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
TOTAL DEBT SERVICE		2,745,470	2,745,470	2,745,470	2,745,470	2,745,470

DSCR	1.41	1.42	1.44	1.46	1.47
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

Rent & Income Inflation
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
20 Year TIF Total		\$410,286,400		\$205,143,200		\$3,459,750	\$3,459,750	\$0	\$3,459,750	\$0
20 Year TIF Average		\$20,514,320		\$10,257,160		\$172,987	\$172,987	\$0	\$172,987	\$0

**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				
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts	
1	2023	\$20,514,320	\$10,257,160	\$0	\$14,766	\$5,042	\$19,808	\$19,808
2	2024	\$20,514,320	\$10,257,160	\$0	\$14,766	\$5,042	\$19,808	\$19,808
3	2025	\$20,514,320	\$10,257,160	\$0	\$14,766	\$5,042	\$19,808	\$19,808
4	2026	\$20,514,320	\$10,257,160	\$27,011	\$14,766	\$5,042	\$46,818	\$46,818
5	2027	\$20,514,320	\$10,257,160	\$54,021	\$14,766	\$5,042	\$73,829	\$73,829
6	2028	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
7	2029	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
8	2030	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
9	2031	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
10	2032	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
11	2033	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
12	2034	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
13	2035	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
14	2036	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
15	2037	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
16	2038	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
17	2039	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
18	2040	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
19	2041	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
20	2042	\$20,514,320	\$10,257,160	\$81,032	\$14,766	\$5,042	\$100,839	\$100,839
20 Year TIF Total		\$410,286,400	\$205,143,200	\$1,296,505	\$295,316	\$100,838	\$1,692,659	\$1,692,659
20 Year TIF Average		\$20,514,320	\$10,257,160	\$64,825	\$14,766	\$5,042	\$84,633	\$84,633

A

B

C

D

E

F

G

H

1

2

3

4

5



REVISIONS

DRAWING NUMBER

A3.62

SCALE:

DATE:

12/22/2022 1:35:30 PM

DRAWING

BUILDING 1 PERSPECTIVES

CWS PROJECT NUMBER: 21023

PROJECT

CIRCLE 1 BUILDING

RIVERTON DRIVE
PORTLAND, MAINE 04103

OWNER

RIVERTON PARK, LP

14 BAXTER BLVD.
PORTLAND, MAINE 04101

DESIGNER

CWS

ARCHITECTURE +
INTERIOR DESIGN

264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207.774.4441
CWSARCH.COM

CWS

ARCHITECTURE +
INTERIOR DESIGN

PLANNING + DESIGN
CONSTRUCTION SERVICES

C:\Users\Keeagan.Carmichael\Documents\21023_Circle One Building_R21_CENTRAL_KCarmichael\PEY2.rvt

Page 259

MAJOR SITE PLAN

A

B

C

D

E

F

G

H

1

2

3

4

5



CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN
CONSTRUCTION SERVICES

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

CIRCLE 1 BUILDING
RIVERTON DRIVE
PORTLAND, MAINE 04103

DRAWING

BUILDING 1 PERSPECTIVES
CWS PROJECT NUMBER: 21023

REVISIONS

DRAWING NUMBER

A3.63

SCALE:

DATE:

12/22/2022

MAJOR SITE PLAN

12/19/2022 1:55:33 PM

A

B

C

D

E

F

G

H

1

2

3

4

5



CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN
CONSTRUCTION SERVICES

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 BAXTER 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

ISSUED FOR: MAJOR SITE PLAN

Page 261



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

DRAWING NUMBER

A3.60

SCALE:

DATE: 12/22/2022

MAJOR SITE PLAN



Dena Libner <dlibner@portlandmaine.gov>

Public Comment - Order 55 - 23/24: Why not 75% like 25 Casco Street just received in August?

1 message

George Rheault <george.rheault@gmail.com>

Sun, Nov 12, 2023 at 11:55 AM

To: Public Comment <publiccomment@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Anna Trevorow <atrevorow@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, Regina Phillips <rphillips@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Dena Libner <dlibner@portlandmaine.gov>, Mary Davis <mpd@portlandmaine.gov>

In August, the City Council amended its Council order to adjust the Credit Enhancement Agreement for the 25 Casco Street affordable housing project to return 75% of the tax proceeds to the developer (Kevin Bunker & Ed Gardner) rather than the 50% proposed by the city staff. Final Council Order 6 - 23/24: [25 Casco Street Affordable Housing Tax Increment Financing District \(civicplus.com\)](https://www.civicplus.com)

Councilor Zarro championed the amendment: [443acb4b-8e6e-4a0d-8db4-9007516b01dd.pdf \(windows.net\)](#) [see attached from link]

Why isn't our Portland Housing Authority deserving of the same favorable treatment given to two of the most affluent players in Portland (Kevin Bunker & Ed Gardner)?

Please amend Order 55 to return 75% to the Riverton Park renovation project so that this project can be on a more secure financial footing and better serve the residents who live there!



Zarro Amendment for 25 Casco Street - Council Order 6 - 23-24.pdf

267K

MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: October 17, 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 11/13/2023**

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 55 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. It received its first reading on October 16, 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

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: 10/17/2023

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.
- Section 1.2. Interpretation and Construction.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

- Section 2.1. Creation of Development Program Fund.
- Section 2.2. Liens.
- Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.
- Section 2.4. Use of Monies in Development Program Fund.
- Section 2.5. Monies Held for Benefit of Developer.

ARTICLE III PAYMENT OBLIGATIONS.

- Section 3.1. Developer Payments.
- Section 3.2. Failure to Make Payment.
- Section 3.3. Manner of Payments.
- Section 3.4. Obligations Unconditional.
- Section 3.5. Limited Obligation.

ARTICLE IV PLEDGE AND SECURITY INTEREST

- Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.
- Section 4.2. Perfection of Interest.
- Section 4.3. Further Instruments.
- Section 4.4. No Disposition of Project Cost Account.
- Section 4.5. Access to Books and Records.

ARTICLE V DEFAULTS AND REMEDIES

- Section 5.1. Events of Default.
- Section 5.2. Remedies on Default.
- Section 5.3. Remedies Cumulative.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

- Section 6.1. Effective Date and Term.
- Section 6.2. Cancellation and Expiration of Term.

ARTICLE VII

ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

Section 7.2. Transfer.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Successors.

Section 8.2. Parties-in-Interest.

Section 8.3. Severability.

Section 8.4. No Personal Liability of Officials of the City.

Section 8.5. Counterparts.

Section 8.6. Governing Law.

Section 8.7. Notices.

Section 8.8. Amendments.

Section 8.9. Records.

Section 8.10. Reserved.

Section 8.11. Integration.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

Section 8.14. Tax Laws and Valuation Agreement.

EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 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: October 17, 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 11/13/2023

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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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-modal 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: 10/17/2023



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).

	Captured Revenue to Developer (assumes 2% increase/year to mill rate) (Tax Dollars returned to the Developer's District Account)	Captured Revenue Returned to City (assumes 2% increase/year to mill rate) (Tax Dollars returned to the City's District Account)	Non -Captured General Fund Revenue (Tax Dollars in General Fund)
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.

	1. Sheltered Valuation (same as Captured Valuation)	2. Avoided Loss of State Aid for Education	3. Avoided Loss of State Municipal Revenue Sharing	4. Avoided Increase in County Tax	5. Total Avoided Impacts (2+3+4)
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 voucher 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

4 of 9

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.

Printed By: Victoria Volent on 7/14/2023

5 of 9

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.

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.

DESCRIPTION OF HOW THE DEVELOPMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN

****Policy Guide: Environment****

7. Support Sustainable Land Use & Transportation Policies

Printed By: Victoria Volent on 7/14/2023

- “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 elevatorized 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 its entire portfolio of public housing in the coming years. See exhibit “9 – Team Summary Description” for more information on PHA.

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 st 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
----------------	---------------	-------------	---------------

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 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 1st 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 the 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: October 17, 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 11/13/2023

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 & 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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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: 10/17/2023

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: October 17, 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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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: 10/17/2023



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 17, 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. It received its first reading on October 16, 2023. Five affirmative votes are required for passage after public comment.

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: 10/17/2023

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,

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

Applicant's Organization Name:	City of Portland		
Chief Executive - Name/Title:	Danielle West, City Manager		
Tel:	207-874-8689	E-mail:	dwest@portlandmaine.gov
Headquarters Street Address:	389 Congress Street		
Headquarters City/State/Zip:	Portland, ME 04101		
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Application - Name/Title:	Troy Moon		
Tel:	207-756-8362	E-mail:	thm@portlandmaine.gov
Headquarters Street Address:	389 Congress Street		
Headquarters City/State/Zip:	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.

Name (Print): Danielle West	Title: City Manager
Authorized Signature: <i>Danielle P. West</i>	Date: 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.

Name (Print): Danielle West	Title: City Manager
Authorized Signature: <i>Danielle P. West</i>	Date: 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

Applicant's Organization Name:	City of Portland
Applicant's Organization is a:	☒ Municipality ☐ Tribal Government ☐ Township, plantation, or unorganized territory ☐ Service provider organization ☐ This is a joint application for a Group of Communities (if applicable).
Is applicant(s) currently enrolled in the Community Resilience Partnership?	☒ yes or ☐ enrolling simultaneously
In partnership with: <i>Letters of Support must be provided with Application.</i>	List Partners (if any)

Criteria 2: Previous Community Action Grant status

Is this the community's first application to the Community Action Grant?	☐ yes or ☒ no (If yes, skip the rest of this section.)
Does your community currently have an active Community Action Grant?	☒ yes , from: ☐ Spring 2022 ☒ Fall 2022 or ☐ no (If no, skip the rest of this section.)

Has an extension ever been requested for the active grant?	☐ yes or ☒ no
If this grant application is successful, what specific steps will the community take to ensure both grants are completed on-time?	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.

Community Name	Community Type (Municipality, Tribal Government, Plantation, Township, or Unorganized territory)	Region (1, 2, 3, 4)	Population	Social Vulnerability (low, medium, high)
City of Portland	Municipality	1	68,000	Medium

Criteria 4: Maine Won't Wait Strategy and Action(s)

Project Title
Electrify Everything! Building Electrification & Efficiency Outreach Campaign
For no-match grants, which Maine Won't Wait strategy <u>and</u> action(s) does the project seek to implement?

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
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.		

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)			
Total	\$45,200	\$76,200	\$121,400

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: October 17, 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. It received its first reading on October 16, 2023. Five affirmative

votes are required for passage after public comment. Staff request that this item be postponed to the December 18, 2023 Council meeting when other Planning items are being considered by the Council.

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: 10/17/2023

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

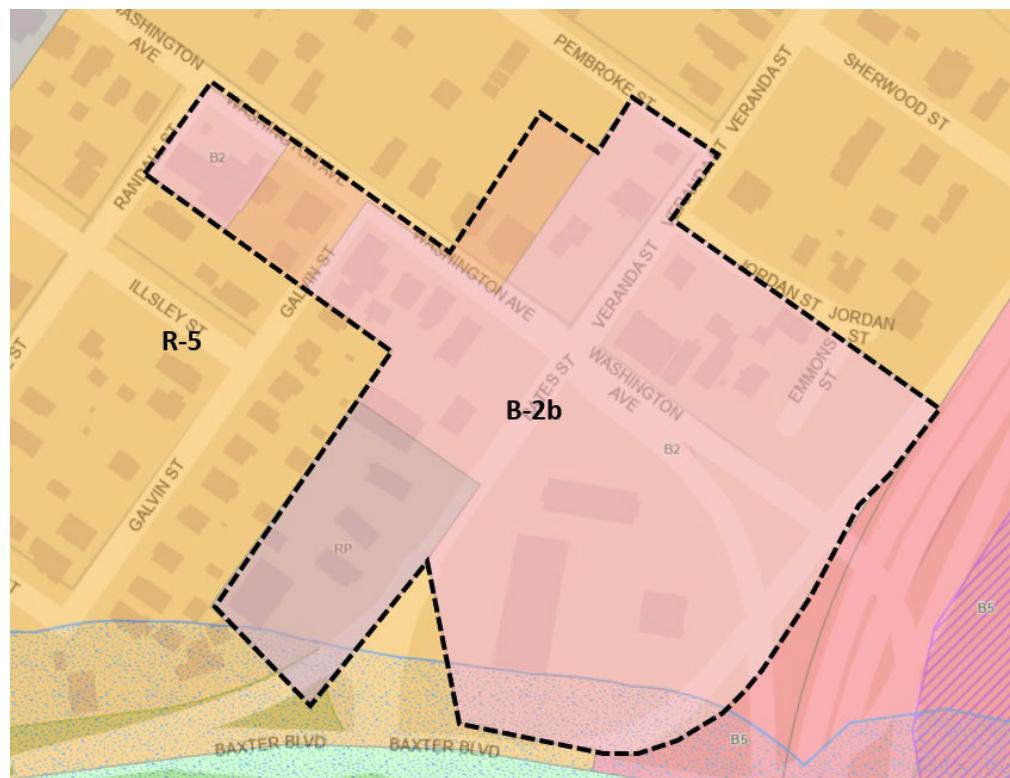
**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

Submitted to:	Mayor and City Councilors	Prepared By:	Maya Balassa, Planner
Council 1st Read:	October 16, 2023	Date:	September 18, 2023
Council Hearing Date:	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 Jo1101 and 429 Jo06001) as well as 25 adjacent parcels currently zoned RP Residence Professional, B-2 Community Business, and R-5 Residential (Attachment A).



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 27th 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 24th. 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:

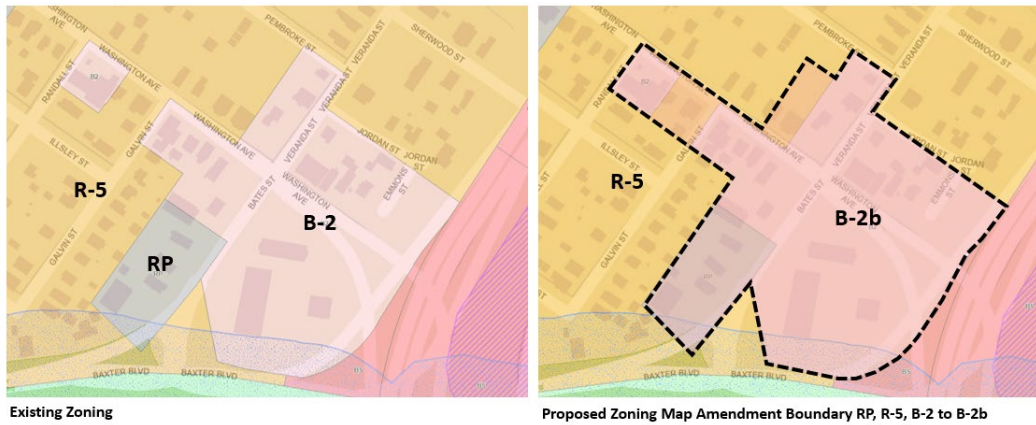


Figure 4: Existing Zoning (left) Proposed Zoning Map Amendment Boundary (Right)

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
	Post-secondary schools	P	P
Commercial & Other	Adult business establishments	P	
	Auto, boat, related dealerships	C	C
	Auto service stations	C	C
	Bars	P	P
	Bed and breakfasts	P	P
	Funeral homes	P	P
	General offices (all square feet)	P	P
	Hostels	P	P
	Marijuana retail stores	P	C
	Registered marijuana dispensary	P	C
	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	
	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

TABLE 3: Zoning Requirements by Use	B-2	B-2b
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 – off-peninsula (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 Other uses: 80%	Residential: None Other uses: 90%

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.

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.



Figure 6: Visions of Portland's Plan 2030

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.

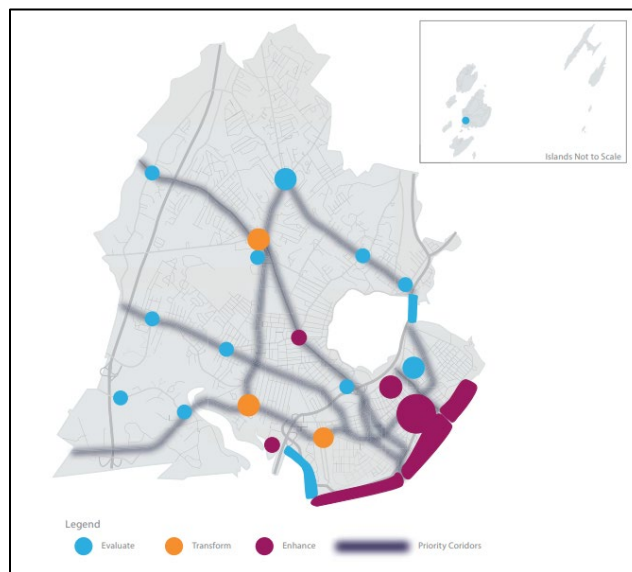


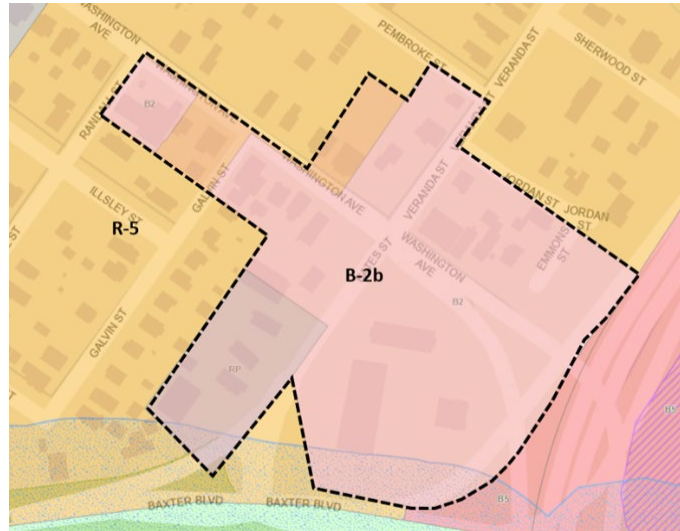
Figure 7: Portland's Plan 2030 Priority Nodes and Corridors Map

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,

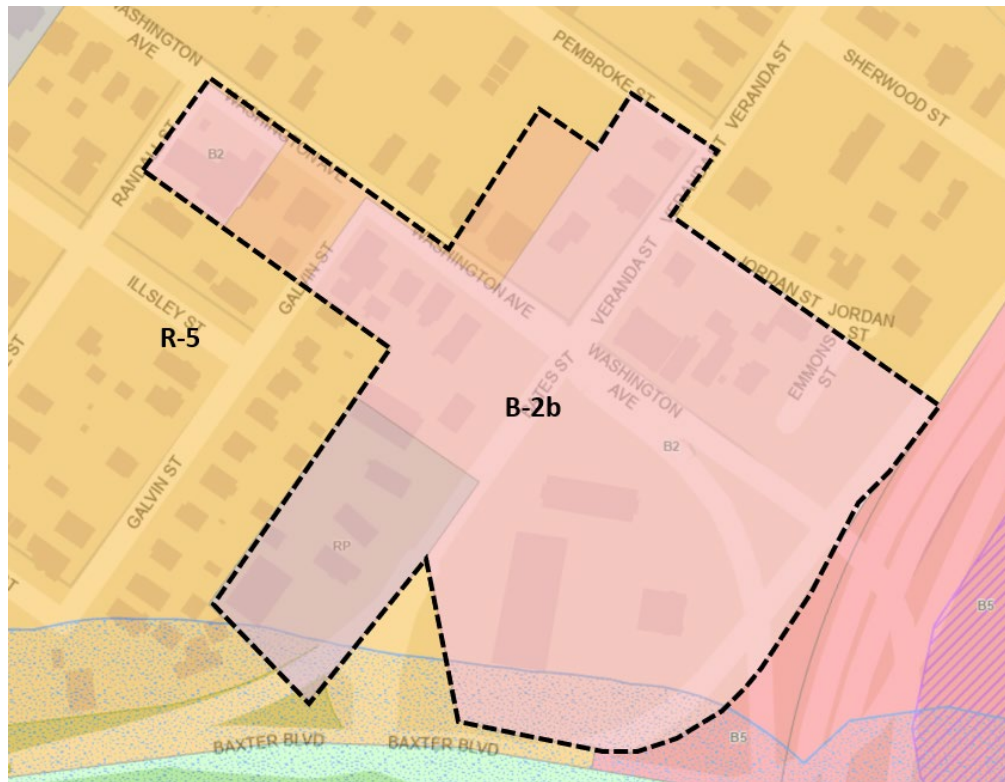
166 Foo5001, 429 Jo10001, 429 Jo07001, 429 Jo11001, 429 Jo06001, 429 Jo05001, 429 Co01001, to be rezoned to B-2b.



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

Submitted to:	Portland Planning Board	Prepared By:	Maya Balassa
Public Hearing Date:	September 12, 2023	Date:	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*.

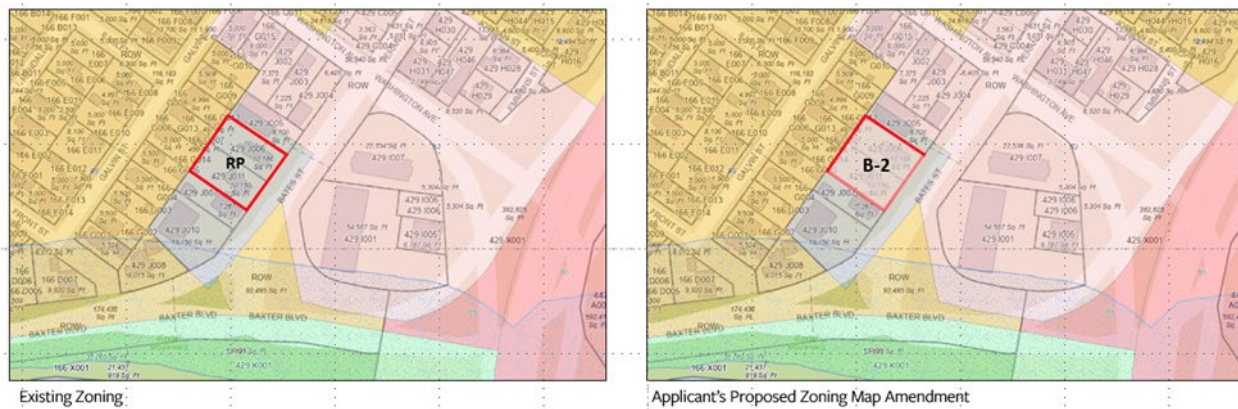


Figure 1: Existing zoning map (left) and applicant's proposed zoning map amendment to B-2 (right)

At the Planning Board's June 27th 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.

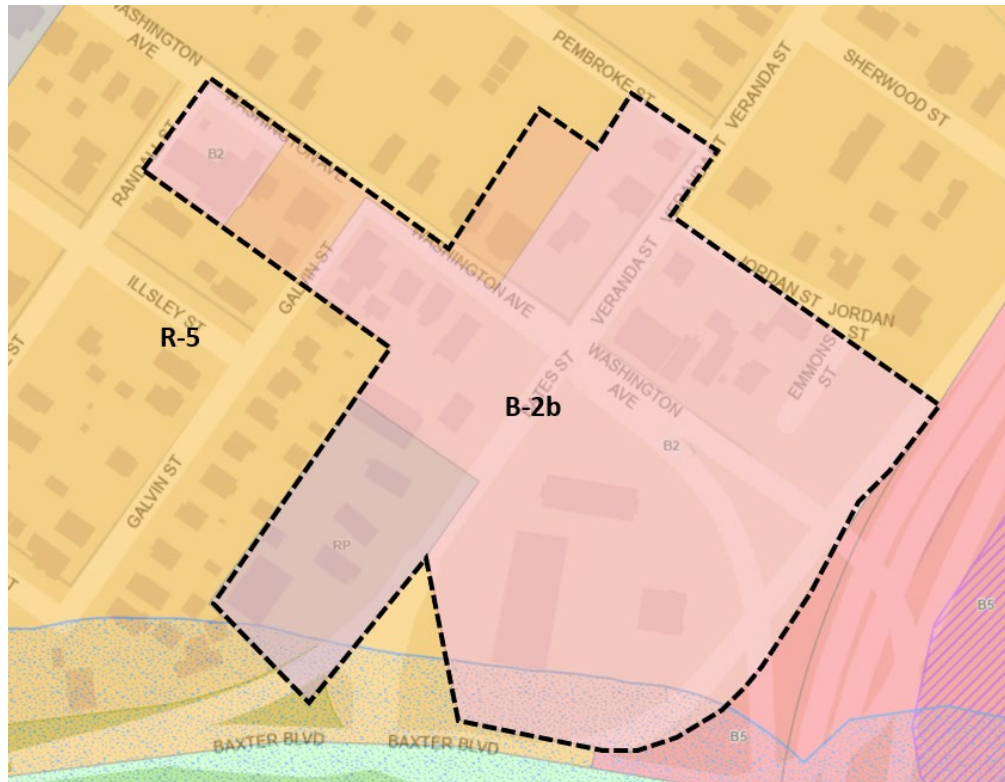


Figure 2: Proposed zoning map amendment for consideration

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

Existing Zoning	RP Residence Professional
Proposed Zoning	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 24th. 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.

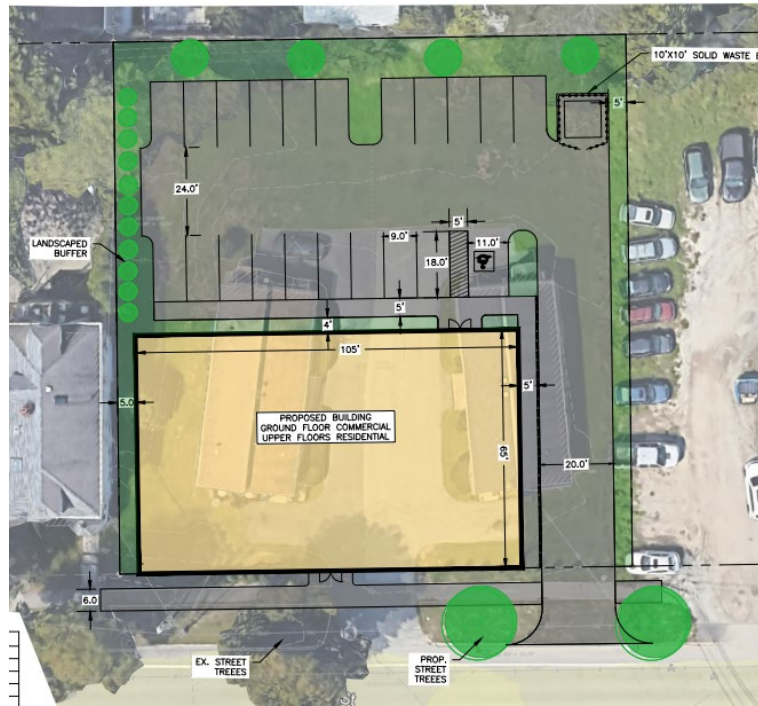


Figure 4: Conceptual proposal for the redevelopment of 17 and 25 Bates Street

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:

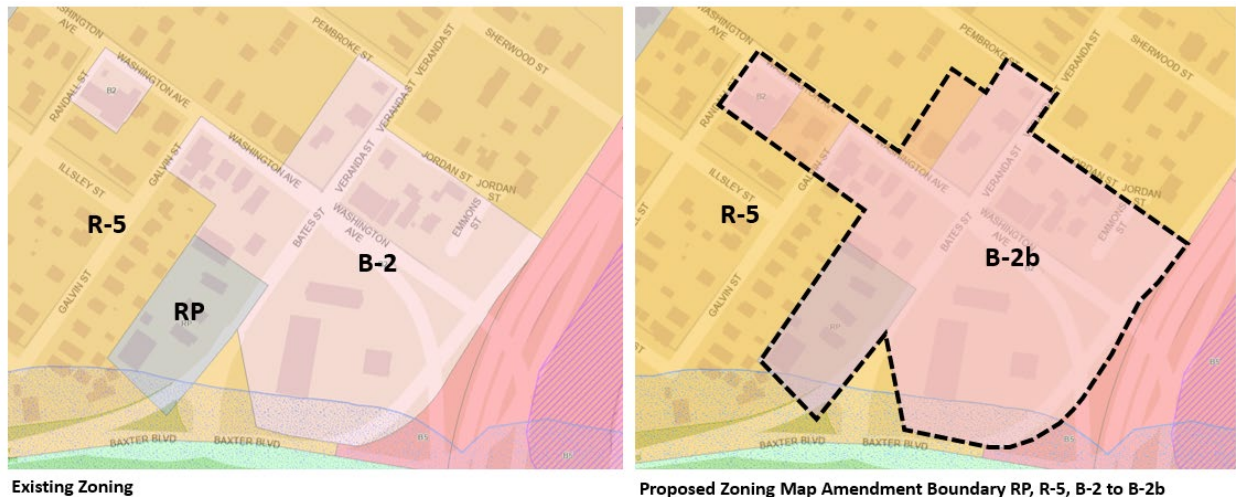


Figure 5: Existing Zoning (left) Proposed Zoning Map Amendment Boundary (Right)

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 Ho47001	B-2	Retail Services	Yes	Yes
9 Jordan St	429 Ho46001	B-2	Four Family	Yes	Yes
10 Emmons St	429 Ho29001	B-2	Single Family	Yes	Yes
14 Emmons St	429 Ho28001	B-2	Two Family	Yes	Yes
542 Washington Ave	166 Foo6001	R-5	Four Family	Conditional Use	Yes
548 Washington Ave	166 Foo5001	R-5	Two Family	Yes	Yes
523 and 521 Washington St	429 Coo6001	R-5	11 to 20 Family	No	Yes
41 Bates St	429 Jo10001	RP	Office Business	Yes	Yes
29 Bates St	429 Joo7001	RP	Three Family	Conditional Use	Yes
25 Bates St	429 Jo11001	RP	Two Family	Yes	Yes
17 Bates St	429 Joo6001	RP	Two Family	Yes	Yes
13 Bates St	429 Joo5001	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	Adult business establishments	P	
	Auto, boat, related dealerships	C	C
	Auto service stations	C	C
	Bars	P	P
	Bed and breakfasts	P	P
	Funeral homes	P	P
	General offices (all square feet)	P	P
	Hostels	P	P
	Marijuana retail stores	P	C
	Registered marijuana dispensary	P	C

	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% impervious 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

TABLE 3: Zoning Requirements by Use	B-2	B-2b
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 – off-peninsula (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 Other uses: 80%	Residential: None Other uses: 90%

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

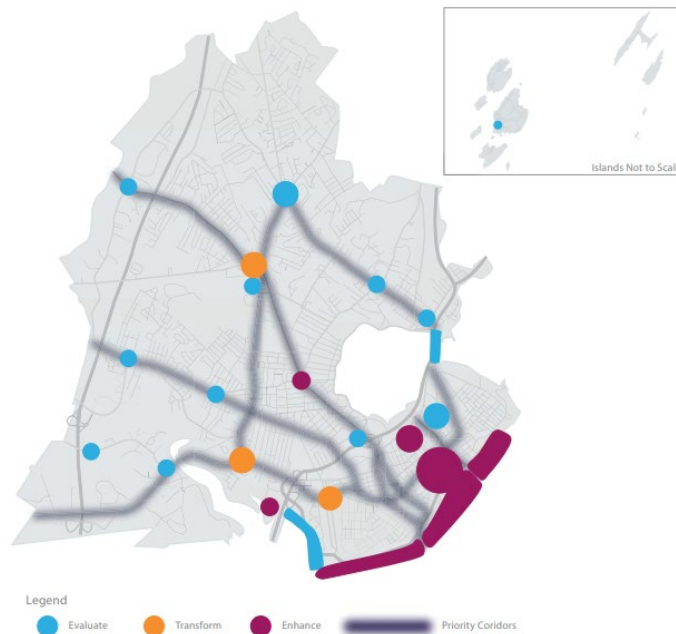


Figure 2 Portland's Plan 2030 Priority Nodes and Corridors

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.

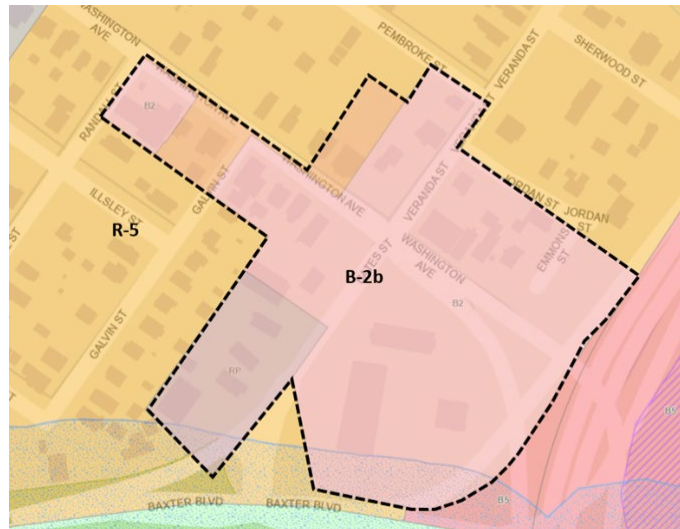
IX. PUBLIC COMMENT

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. PROPOSED 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 1007001, 429 J011001, 429 1006001, 429 1005001, 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

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: October 16, 2023

SUBJECT: Order 64-23/24 Authorizing Stadium Use Agreement with Portland United, LLC (USL Soccer) for the Use and Occupancy of Fitzpatrick Stadium - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Councilor Pious Ali, Chair/Housing and Economic Development Committee, meeting held October 10, 2023, and the vote was 4-0 to forward this to the City Council with a recommendation of approval.

(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 11/13/2023

Final Action 11/13/2023

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes and Corporation Counsel has reviewed and approved the Agreement.

PRESENTATION: Mary Davis/3 Minutes

I. SUMMARY

This Order would authorize the City Manager to enter into a Stadium Use Agreement, in substantially the form as presented, with Portland United LLC (USL Soccer) for the use and occupancy of Fitzpatrick Stadium.

II. AGENDA DESCRIPTION

On October 10, 2023, the Housing & Economic Development Committee reviewed the proposed Use Agreement and voted 4-0 to forward it to the City Council for approval.

The proposed Stadium Use Agreement between Portland United LLC and the City is the result of negotiations to bring a United Soccer League (USL) franchise to Portland and to have the Fitzpatrick Stadium as the headquarters for that League's for home games. The initial term of the Agreement would be for five years beginning February 1, 2024, with options for two additional 5-year terms. It would allow for Portland United to have 25 game dates, with scheduling done in advance to allow for other users, i.e., Portland Schools and others, to continue as they have in the past to hold games/events as needed.

Portland United will expend not less than \$1,000,000 in improvements to the Stadium, i.e., new locker rooms, storage, ticketing entrance, lighting, press box, and a new audio and broadcasting system. It would also contribute \$200,000 towards the cost of constructing a new synthetic turf field. Because of this expense, there would be no use fee payments in years 1-10 due to that investment for stadium renovations. If Portland United exercises the second extension beginning in the 11th year, it would pay the current use and rental fees and other fees and charges the City would charge to other occupants.

Portland United would also be responsible for concessions during their events and will retain all net concession revenue. The City would operate the parking facilities and retain all net parking revenue. The City could also receive all net parking revenue of any Portland United operated parking facility and receive 15% of net signage revenue.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Since 2021, staff from several City Departments, including Parks, Recreation and Facilities, Corporation Counsel, Executive, and Housing and Economic Development, have been in discussion with Portland United, LLC - a group interested in bringing a United Soccer League (USL) franchise to Portland, Maine. The Portland United group presented their vision to the Housing and Economic Development Committee in the Summer of 2021. Since then, staff have met with the HEDC several times in executive session to discuss business terms related to a Stadium Use Agreement for the Use and Occupancy of Fitzpatrick Stadium.

At the August 15, 2023, HEDC meeting, staff met with the Committee in executive session and the Committee provided final guidance on the business terms. The Stadium Use Agreement that is before the City Council for action, reflects the guidance from the Committee.

Stadium Use Agreement – Business Terms Highlights

Term: 5 years beginning February 1, 2024 with option for two additional 5-year terms.

Scheduling and Use: 25 game dates. City will open scheduling access on or before September 1st; Portland United will have 10 business days to select 25 reserved dates.

Annual Use Fee: No use fee payments in years 1- 10 due to the investment for Stadium renovations. If Portland United exercises the second extension beginning in the 11th year, it would pay the current use and rental fees and other fees and charges the City would charge to other occupants.

Concessions, Parking and Signage: Portland United will be responsible for concessions during Portland United events and will retain all net concession revenue. City will operate the parking facilities and retain all net parking revenue. City will receive all net parking revenue of any Portland United operated parking facility. City will receive 15% of net signage revenue. This is estimated at \$30,000 in Year 1.

Improvements: Portland United will expend not less than \$1,000,000 in improvements to the stadium. Improvements will include new locker rooms, storage, ticketing entrance, lighting, press box, and a new audio and broadcasting system. Portland United will contribute \$200,000 towards the cost of constructing a new synthetic turf field.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result would be for Portland United to operate its USL Soccer franchise at the Fitzpatrick stadium, in coordination with other users of that Stadium.

V. FINANCIAL IMPACT

1) FY24 Valuation:	14,879,000.000	\$14,879,000
2) FY24 Tax Rate (Total City & School): Levy / (Valuation/1000)		\$14.41
(a) FY24 Tax Rate (City):		\$6.34
(b) FY24 Tax Rate (County):		\$0.62
(c) FY24 Tax Rate (School):		\$7.45
3) FY24 Value of \$0.01 of Tax Rate (Total City & School):		\$148,790

FISCAL IMPACT NOTE	Year 1		Year 2		Year 3	
New Program Cost Data:	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$0		\$0
ADD: NEW ITEM ANNUAL REVENUE LOSS		\$128,710		\$135,146		\$141,903
LESS: TOTAL NEW ITEM ANNUAL REVENUES		(\$30,000)		(\$31,500)		(\$33,075)
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$98,710	\$98,710	\$103,646	\$103,646	\$108,828	\$108,828
New Program Impact to the Tax Rate	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
New Program % Impact on Tax Rate	0.1046%	0.0460%	0.1099%	0.0483%	0.1154%	0.0508%
Tax Rate Including New Program	\$14.42	\$14.42	\$14.42	\$14.42	\$14.42	\$14.42

There is a fiscal impact and slight increase to the property tax rate for the duration of this agreement. The City has agreed to waive approximately \$128,710 in fees annually for the new soccer team and this revenue would be received from other stadium users if the agreement was not signed. There is also offsetting new revenue from gameday parking/signage estimated at \$30,000. Overall the tax rate is estimated to increase as a result of this agreement by \$0.01.

The capital improvements per the agreement do not impact the property tax rate as they have no direct impact to City revenues or expenses. The improvements being (the portion benefiting the City) were not programmed in future CIP until at least FY26.

This Agreement increases property taxes by approximately \$0.01 per year during the duration of the initial 10-year Agreement. This is because the Agreement calls for the City to waive approximately \$128,710 in annual fees (estimated based on FY24 fee amounts). These fees and the value of the waived fees will increase over time. These waived fees, even after the impact of the additional new revenue from gameday parking and signage, will result in a reduction in revenue in each annual operating budget for the duration of the Agreement, triggering an approximately 1 cent increase in the property tax rate which will last for the initial term of the Agreement.

Although the Agreement calls for the USL group to perform various capital improvements to Fitzpatrick Stadium over the life of the Agreement, these improvements have no impact on the tax rate. The majority of the improvements being proposed were unlikely to be done by the City in the next few fiscal years (i.e. either not currently in the Department's 5-year plan or not in the plan until at least FY2026) and, therefore, there is no impact on operating budget expenses or debt service payments.

VI. STAFF ANALYSIS AND BACKGROUND

Staff's analysis is that this proposed Use Agreement and operations will benefit the City, the public, and the economy of the area.

City staff from the Parks, Recreation and Facilities Department, Corporation Counsel's Office, Executive Department, and the Housing and Economic Development Department will be available to answer any questions that members of the City Council may have.

VII. RECOMMENDATION

The Housing and Economic Development Committee met on October 10, 2023, and voted 4-0 to forward this item to the City Council with a recommendation of approval in substantially the form as attached.

VII LIST ATTACHMENTS

I.

1. Order Approving Agreement with Portland United LLC 11.13.2023
2. Stadium Use Agreement (Fitzpatrick Stadium) - City of Portland & Portland United, LLC clean for council 110923
3. Public Comment - Order 64

Prepared by:

Mary Davis, Division Director

Date: 10/16/2023

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 AGREEMENT BETWEEN
PORTLAND UNITED, LLC AND THE CITY OF PORTLAND
FOR THE USE AND OCCUPANCY OF FITZPATRICK STADIUM**

ORDERED, that the agreement with Portland United, LLC for the use and occupancy of Fitzpatrick Stadium is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Portland United, LLC Agreement and whatever other documents are necessary to effect the intent and purpose of this order.

STADIUM USE AGREEMENT
FOR USE AND OCCUPANCY
OF
JAMES J. FITZPATRICK STADIUM

between

PORTLAND UNITED, LLC¹, a Maine limited liability company

and

THE CITY OF PORTLAND, a municipal corporation

DATED: as of [REDACTED], 2023

¹ NTD: a separate to-be-formed Maine LLC (which will be wholly-owned and controlled by Portland United, LLC) which will likely own/operate the team and hold the USL franchise rights ("TeamCo") might become the party to this Agreement through assignment/contribution of assets from Portland United, LLC.

EXHIBITS

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

EXHIBIT B

DESCRIPTION OF EXCLUSIVE PREMISES

EXHIBIT C

DESCRIPTION OF STADIUM PREMISES

EXHIBIT D

DESCRIPTION OF PARKING FACILITIES

**STADIUM USE AGREEMENT
FOR USE AND OCCUPANCY OF
JAMES J. FITZPATRICK STADIUM**

This Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium (this "Agreement") is made and entered into as of [DATE] (the "Effective Date") in Portland, Maine, by and between Portland United, LLC, a Maine limited liability company (the "Club") and The City of Portland, Maine, a body politic and corporate (the "City").

RECITALS

- A. The City owns that certain multipurpose sports stadium on Deering Avenue in Portland, Maine known as James J. Fitzpatrick Stadium (the "Stadium"). The Stadium is used for the exhibition of sport contests and other events including, but not limited to, high school and college soccer, lacrosse and football games.
- B. The Club owns the rights to a professional soccer franchise in that certain professional soccer league known as "USL League One" within the professional soccer organization known as the United Soccer League (the "USL") (together, with all other leagues and affiliate entities within the USL, collectively, the "League"), and the Club anticipates it will begin hosting League soccer games during the 2025 USL League One season.
- C. The City and the Club now propose that the Club construct improvements and additions to the Stadium (collectively, the "Improvements") in accordance with the Approved Plans (as hereinafter defined) and which are generally described or listed on Exhibit A attached hereto and by this reference made a part hereof.
- D. The City and the Club propose that the Club use and occupy the Stadium to host League games and other events throughout the Term (as hereinafter defined).

NOW, THEREFORE, in consideration of the construction of the Improvements, the use of the Stadium, the covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Club and the City have agreed to enter into this Agreement and set forth herein their mutual agreements and understandings as follows:

- 1. **Definitions.** The terms as defined in this Section 1, shall have the following meanings in this Agreement unless the context otherwise requires:

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether

through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

"Approved Architect" shall have the meaning assigned thereto in Section 3 hereof.

"Approved Construction Schedule" shall have the meaning assigned thereto in Section 3 hereof.

"Approved Facilities Construction Schedule" shall have the meaning assigned thereto in Section 3 hereof.

"Approved Facilities Plans" shall have the meaning assigned thereto in Section 3 hereof.

"Approved Plans" shall have the meaning assigned thereto in Section 3 hereof.

"Architect's Certificate" shall mean a certificate of the Approved Architect, stating that the Improvements have been completed and are ready for use and occupancy by the Club.

"Broadcast" shall mean any and all methods and formats of distributing audio and/or visual content of any Club Event (whether television, radio, digital, or otherwise) in a final usable broadcasted form to be viewed, listened to, otherwise consumed by an end-user, including, without limitation, television, radio, livestream and all other digital distribution of content, telecasts in theaters or other similar venues where multiple people in one location watch, listen, or otherwise consumer content simultaneously (in each case, whether or not any such broadcast requires the end-user to pay an admission charge, subscription fee, or so-called "pay-per-view" fee).

"Broadcast Receipts" shall mean the gross amount received by the Club from or arising out of the broadcast of any Club Event, whether paid directly to the Club or through a revenue sharing arrangement with the League.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal or State legal holiday or any day on which banking institutions in the State of Maine are authorized or required by law or other governmental action to close.

"CBA" shall mean any Collective Bargaining Agreement between the League (or any Affiliate of the League) and the United Soccer League Players Association (or any Affiliate or designee or successor association thereto).

"Club" shall have the meaning assigned thereto in the preamble hereof.

"Club Event" shall mean Home Games (as defined below) and all other Club-hosted events at the Stadium and/or on the Stadium Premises throughout the Term. All Club Events shall begin between 12:00 p.m. and 8:00 p.m. unless otherwise agreed to in writing by the City.

"Club Operated Parking Facility" shall have the meaning set forth in Section 2(b)(i).

"Club Products" shall mean the Club or any other League club or League programs, year books or similar written and/or photographic material, scarves, soccer balls, posters, pins, clothing,

pennants, caps, collectibles, and any and all other Club, or other League club or League, apparel or other merchandise inclusive of Club, other League club, and/or League logos or other marks.

"Club Storage Area" means two (2) 20' (length) x 18' (width) x 8'6" (height) storage containers (i) selected by the Club, in its reasonable discretion, (ii) paid for by the Club, and (iii) placed in a reasonable area designated by the City within the Stadium Premises, which area shall be subject to relocation by the City upon reasonable prior notice to the Club; provided that any such new location shall be reasonable and within the Stadium Premises. For clarity, the Club Storage Area is for the Club's exclusive use; provided, however, if the Club determines in its sole discretion, there is additional space available, the City will be permitted to utilize such additional space for reasonable storage purposes.

"City" shall have the meaning assigned thereto in the preamble hereof.

"Concessions" shall mean the business of selling, renting and/or furnishing goods and/or services, including, without limitation, food, beverages (including alcoholic and non-alcoholic beverages), souvenirs, novelties, apparel and any other merchandise during Club Events. For the avoidance of doubt, the term Concessions does not include parking.

"Construction Completion Date" shall mean the date on which the Improvements are complete and ready for use and on which a certificate of occupancy has been issued by the City of Portland Permitting & Inspections Department (or appropriate authority as applicable).

"CPI" shall mean the United States Department of Labor - Bureau of Labor Statistics Consumer Price Index for Portland, Maine (All Urban Consumers, All Items) (1982-1984=100). If the CPI formula should be revised, such revised CPI shall be modified, if necessary, by making such adjustments as may be required to produce substantially equivalent financial results to those that would have resulted if the formula had not been revised. If the CPI should be so revised that such adjustment cannot reasonably be made, or if the CM shall be discontinued, there shall be substituted for the CPI a reasonably reliable and comparable index or other information furnished by a government or independent third party source evaluating changes in the cost of living or purchasing power of the consumer dollar in Portland, Maine hereof.

"Damage" shall have the meaning assigned thereto in Section 20 hereof.

"Damage Estimate" shall have the meaning assigned thereto in Section 20 hereof.

"Excluded Games" shall have the meaning assigned thereto in Section 9 hereof.

"Exclusive Premises" shall mean the Club Storage Area and home locker room in each case described in greater detail on Exhibit B attached hereto and by this reference made a part hereof.

"Fixed Signage" shall mean any physical signage (including, without limitation, the sale of advertising space) that is (1) placed and operated within the Stadium Premises by the Club, and (2) remains continuously visible throughout the Term.

"Force Majeure Event" shall mean any of the following events which prevents a party from performing its obligations hereunder: any act of God, strike, lockout, League dissolution, termination or expiration of Club's expansion and/or franchise agreement with the League, or other industrial disturbance; pandemic, epidemic or any other outbreak; act of public enemy, blockade, war, insurrection, or riot; landslide, earthquake, tornado, fire, storm, flood, or washout; title dispute, or other litigation; governmental restraint, either federal or state, civil or military; civil disturbance; or explosion.

"Home Game" shall mean any League Game, Pre-Season Game, or Post-Season Game played by the Club at the Stadium.

"Improvement Completion Date" shall have the meaning assigned thereto in Section 3 hereof.

"Improvements" shall have the meaning assigned thereto in the recitals hereof.

"League" shall have the meaning ascribed to it in the recitals hereof.

"League Game" shall mean any professional soccer game scheduled by the League between the Club and another league member the outcome of which shall be included in determining the participants in the applicable League playoffs.

"Material Change" shall mean (i) any change (which shall include any single change or two or more changes which cumulatively comprise a material change) in (1) the general character, design, color or general aesthetic appearance of the exterior of the Improvements; (2) the size or capacity of the Improvements or the quality of the materials used therein; or (3) the orientation of or access and entrance to the Stadium; and (ii) any other material change, if the cost of such change, as reasonably estimated by the Club, is in excess of Two Hundred Thousand Dollars (\$200,000).

"Net Club Revenue" shall mean, with respect to each Club Event, the sum of the following, whether paid to the Club (or an Affiliate thereof), or to any Person authorized to receive the same on behalf of the Club (or an Affiliate thereof):

(i) the total of all dollar amounts paid for any ticket or other source of admission to Club Events, including any license fee charged in excess of the ticket charges (if applicable);

(ii) all Net Concession Revenues;

(iii) all Net Signage Revenues; *provided, however*, that the City shall be entitled to fifteen percent (15%) of all Net Signage Revenues received by Club from Fixed Signage at the Stadium during the Term (the "City Signage Revenue");

(iv) all revenues resulting from the sale of Club Products;

(v) all revenue derived from the sale of audio and/or visual broadcast rights to Home Games or any other Club Event (regardless of the form or medium of broadcast or distribution);

(vi) all revenue derived from commercial sponsorships or any other media activities, subject to (iii) above with respect to Fixed Signage; and

(vii) all other revenues received by the Club (or Affiliate), directly or indirectly, including as a result of a League initiative or requirements.

(viii) Net Club Revenue does not include parking revenue.

"Net Concession Revenue" shall mean all revenue derived from Concessions and catering sales within the Stadium Premises during Club Events less all reasonable fees and expenses paid to or retained by the applicable concessionaire or other vendor in accordance with any concession (or other) agreement with the City or the Club in connection with the operation of Concessions stands/booths or other similar services during Club Events.

"Net Parking Revenue" shall mean all revenue derived from the operation of On-Site Parking Facilities and Off-Site Parking Facilities during Club Events less all documented reasonable fees and expenses paid or otherwise incurred by the City, or, in the case of Club Operated Parking Facilities, the Club, in connection with the operation of the Parking Facilities during Club Events.

"Net Signage Revenue" shall mean all consideration received by the Club in connection with the operation of the scoreboard and all Fixed Signage and Temporary Signage at the Stadium during the Term less the Club's documented expenses incurred in the operation and marketing of such scoreboard and signage.

"New Playing Surface" shall have the meaning set forth in Section 3(a)(vi) hereof.

"Notice" shall have the meaning assigned thereto in Section 30 hereof.

"Off-Site Parking Facilities" shall mean those areas in the general vicinity of the Stadium that are owned or controlled by third parties and are currently available for the parking of motor vehicles, including the areas identified as Maine Med 1, Maine Med 2, and King Middle School on Exhibit D.

"On-Site Parking Facilities" shall mean those areas owned by the City adjacent to or near the Stadium that are currently available for the parking of motor vehicles by persons attending events at the Stadium, including the areas identified as Hadlock, Gated Lot, Trough/Expo, and Fitzpatrick on Exhibit D.

"Parking Facilities" shall mean, collectively, the On-Site Parking Facilities and the Off-Site Parking Facilities.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Post-Season Game" shall mean any game played by the Club at the Stadium following the completion of the scheduled Regular Season as part of the USL League One Playoffs organized by the League, culminating with the USL League One championship game.

"Pre-Season" shall mean the period from the first regularly scheduled Pre-Season Game to the last regularly scheduled Pre-Season Game of the Club in the Stadium.

"Pre-Season Game" shall mean any soccer game played by the Club in the Stadium during the Pre-Season.

"Project Costs" shall mean the following costs to the extent that such costs are incurred or accrued by or for the account of the Club for the construction and development of the Improvements in accordance with the terms of this Agreement, not reimbursed or reimbursable by others, and properly allocable to the Improvements: all architectural and engineering costs, all permit costs, all direct costs for labor, materials and subcontract performance that are incorporated into the Improvements, demolition costs, construction costs, the cost of equipment and other capital improvements installed in the Stadium Premises, site preparation costs, and all other costs which would customarily be considered to be "hard costs" or "architectural or engineering costs" of the Improvements and otherwise satisfy the criteria set forth in this sentence.

"Regular Season" shall mean the period from the first League Game to the last regularly scheduled League Game of the Club in the Stadium as established by the annual schedule of the League, including Post-Season Games.

"Revised Plans" shall have the meaning assigned thereto in Section 3 hereof.

"Stadium" shall have the meaning assigned thereto in the recitals hereof.

"Stadium Premises" shall mean that part of the Stadium within the Stadium's perimeter wall necessary for the proper exhibition of professional soccer according to League rules, standards, and guidelines, including the playing field, seating, locker rooms, medical room, press box, Club Storage Area and ticket sales facilities as set forth on the drawing attached hereto as Exhibit C.

"Temporary Signage" shall mean any signage (including, without limitation, the sale of advertising time or space) that is (1) placed and operated by the Club, whether within the Stadium Premises or otherwise and (2) unless otherwise agreed to by the Parties, is only visible during Club Events.

"USL" shall have the meaning ascribed to it in the recitals hereof.

2. Premises.

(a) Right to Use and Occupancy. The City hereby grants to the Club the right to use and occupy the Stadium and Stadium Premises, but only for the purpose, at the time during each calendar year, for the consideration, and upon the terms and conditions expressed in this Agreement. The City warrants and represents that it has the right and power to grant the rights granted herein. The Club acknowledges and agrees that it has inspected the Stadium and Stadium

Premises and it agrees to accept them and all equipment furnished therewith as is and where is, and Club acknowledges that City has not made any warranties or representations of any kind with respect thereto, except as expressly provided in this Agreement.

(b) Parking.

(i) Spectator Parking. For each Club Event, and for so long as the Parking Facilities are available for the City's use in connection with this Agreement, the City shall have the sole right to operate or cause to be operated the Parking Facilities for parking of spectator motor vehicles for each Club Event. Commencing approximately two (2) hours prior to the scheduled start of each Club Event, the City shall provide staff to operate or cause to be operated the Parking Facilities as set forth in this Section. If the City reasonably determines, however, that the City is not able to sufficiently operate one or more of the Parking Facilities for a Club Event, the City shall provide no less than 48 hours advanced notice to the Club, and the Club will have the right to operate, or engage a third party to operate, such Parking Facility or Facilities (or any portion thereof) for such Club Events (in each case, a "Club Operated Parking Facility").

(ii) Club Parking. For each Club Event, and for so long as the Parking Facilities are available for the City's use in connection with this Agreement, the Club shall have the right at no additional cost to the Club, to use and occupy thirty (30) On-Site Parking Facilities parking spaces for Club players, coaches, staff, and any other Club or League personnel at no cost to the Club. Upon 48 hours prior written notice to the City, the Club may reserve up to twenty (20) additional parking spaces for such personnel for which the Club shall pay the City 80% of the City's standard rate for the spaces. For any additional non-reserved parking spaces used by the Club, the Club will pay to the City the standard rate for the spaces.

(iii) Parking Revenues. Subject to Section 2(b)(iv), for each Club Event, the City shall collect and retain all Net Parking Revenue.

(iv) Parking Revenues for Club Operated Parking Facility. For each Club Event for which the City has determined that it is not able to operate one or more Parking Facilities and the Club (or a third party acting on behalf of the Club) operates a Club Operated Parking Facility, the Club shall collect all Net Parking Revenue from any such Club Operated Parking Facility, and the Club shall promptly remit to the City payment in an amount equal to one hundred percent (100%) of all such Net Parking Revenue. Along with said payment, Club shall provide the City with copies of supporting documentation of all revenues and expenses related to Club Operated Parking Facilities in form and substance reasonably satisfactory to the City.

(v) The Club acknowledges and agrees that the parties that own or control the Off-Site Parking Facilities may no longer allow the City to use such facilities at some point in the future. The City also reserves the right to add to or reduce the number of parking spaces in the On-Site Parking Facilities at any time. The City makes no representations or warranties about the number of available parking spaces in any Parking Facility during the Term of this Agreement.

(c) Exclusive Premises. Notwithstanding anything to the contrary herein, the City hereby grants to the Club the exclusive right to use and occupy the Exclusive Premises throughout each year during the term of this Agreement.

3. Construction of Improvements.

(a) Improvements.

(i) Approval of Program and Estimate. The Club shall deliver to the City a copy of its proposed construction program and estimate for the Improvements on or before February 1, 2024. If the City does not approve of the Club's proposed construction program and estimate for the Improvements, the City shall deliver to the Club written notice of its disapproval within twenty (20) Business Days after its receipt thereof; *provided, however*, subject to any applicable laws, the City's approval shall not be unreasonably withheld. If the City does not provide such notice of its disapproval within the time period set forth above, the City will be deemed to approve the Club's proposed construction program and estimate for the Improvements. If the City disapproves such proposed program and estimate, then the City's disapproval notice shall set forth the City's reasons for such disapproval in reasonable detail. Upon receipt of any such disapproval notice, the Club and the City shall work together in good faith to revise the proposed program and estimate to address the City's reasons for disapproval within fourteen (14) Business Days after the Club's receipt of the disapproval notice; *provided*, that any such revisions must be in compliance with the rules, guidelines, and standards set forth and required by the League and applicable laws, ordinances, regulations, and rules. Each resubmission of the program and estimate shall be subject to the same approval process applicable to the original proposed program and estimate under this Section 3(a)(i). For the purposes of this Agreement, any program and estimate for the Improvements approved by the City in accordance with this Section 3(a)(i) shall be referred to as the "Approved Program and Estimate." The Club shall deliver to the City a description prepared by the Club's chosen architect of any changes, additions, or modifications to the Approved Program and Estimate. Any Material Change to the Approved Program and Estimate is subject to the City's prior written approval, which shall either be granted or denied within ten (10) Business Days after the City's receipt of the modified program and estimate incorporating any such Material Change.

(ii) Approval of Construction Schedule. On or before May 1, 2024, the Club shall deliver to the City a reasonably detailed schedule for the construction of the Improvements. If the City does not approve of the Club's schedule for the construction of the Improvements, the City shall deliver to the Club written notice of its disapproval within twenty (20) Business Days after its receipt thereof; *provided, however*, the City's approval shall not be unreasonably withheld. If the City does not provide such notice of its disapproval within the time period set forth above, the City will be deemed to approve the Club's schedule for the construction of the Improvements. For clarity, the proposed construction schedule shall provide that construction of the Improvements shall (1) commence on or before July 1, 2024, (2) be completed prior to the commencement of the Club's first Pre-Season Game in 2025, and (3) be performed in a manner so as not to prevent or interfere with the playing of any games or unreasonably interfere with the use, occupancy or enjoyment of the Stadium by other Stadium tenants or their patrons. If the City disapproves such proposed schedule, then the City's disapproval notice shall set forth the City's reasons for such disapproval in reasonable detail. Upon receipt of any such disapproval

notice, the Club and the City shall work together in good faith to revise the proposed construction schedule to address the City's reasons for disapproval within fourteen (14) Business Days after the Club's receipt of the disapproval notice; provided, that any such revisions must be in compliance with the rules, guidelines, and standards set forth and required by the League and applicable laws, ordinances, regulations, and rules. Each resubmission of such schedule shall be subject to the same approval process applicable to the original proposed schedule under this Section 3(a)(ii). For the purposes of this Agreement, any construction schedule for the Improvements approved by the Club in accordance with this Section 3(a)(ii) shall be referred to as the "Approved Construction Schedule."

(iii) Approval of Plans. The Club shall submit for City approval a copy of its proposed construction drawings, plans, and specifications for the Improvements as they are from time to time prepared in accordance with the Approved Construction Schedule and Approved Program and Estimate. If the City does not approve of such proposed construction drawings, plans and specifications, the City shall deliver to the Club written notice of its disapproval within twenty (20) Business Days after its receipt thereof. If the City does not provide such notice of its disapproval within the time period set forth above, the City will be deemed to approve the Club's proposed plans and specifications for the Improvements. If the City disapproves such proposed plans and specifications, then the City's disapproval notice shall set forth the City's reasons for such disapproval in reasonable detail. Upon receipt of any such disapproval notice, the Club and the City shall work together in good faith to revise the proposed construction schedule to address the City's reasons for disapproval within fourteen (14) Business Days after the Club's receipt of the disapproval notice; provided, that any such revisions must be in compliance with the rules, guidelines, and standards set forth and required by the League and applicable laws, ordinances, regulations, and rules. Each resubmission of plans and specifications shall be subject to the same approval process applicable to the original proposed plans and specifications under this Section 3(a)(iii). For the purposes of this Agreement, any plans and specifications for the Improvements approved by the Club in accordance with this Section 3(a)(iii) shall be referred to as the "Approved Plans."

(iv) Prosecution of Construction. The Club shall (A) use commercially reasonable efforts to minimize any interference that the construction of the Improvements may have on the other Stadium tenants and their respective patrons' use of the Stadium, and (B) use its commercially reasonable efforts to ensure that the construction is being completed substantially in accordance with the Approved Construction Schedule. In no event will the Club allow its construction or any other activities to prevent any other Stadium tenant or licensee or their patrons from occupying and using the Stadium and the Stadium Premises for an event at the Stadium.

(v) Cost of Construction. The Club shall expend not less than, and shall not be required to spend more than, One Million US Dollars (\$1,000,000) in Project Costs for the construction of the Improvements. In the event that the projected Project Costs based upon the construction bids for the construction of the Improvements and in accordance with the Approved Program and Estimate and Approved Plans exceed One Million US Dollars (\$1,000,000) in Project Costs, then the Club may either, in its reasonable discretion, (1) prepare revisions to the Approved Plans (the "Revised Plans") and submit them to the City for review and approval in accordance with the procedures set forth in section 3(a)(i)-(iii), or (2) terminate this Agreement. Once the

construction of the Improvements has commenced, the Club shall pay for all costs and expenses that arise in connection with such construction (including, without limitation, any cost overruns).

(vi) The Club acknowledges that (i) the City is considering constructing a new synthetic turf field playing surface to be installed at a location approved by the City (the “New Playing Field”), and will not be included as part of the Improvements, but rather will be designed, developed, and constructed by the City, (ii) the Club agrees that the Club will be responsible for a portion of the total cost thereof in the amount of Two Hundred Thousand US Dollars (\$200,000). The Club will provide the City with such payment on the later of (1) December 31, 2026, or (2) the date that the City either (a) includes the New Playing Field in its annual capital improvement program or (b) otherwise secures grant or other financial commitments for funding the remaining costs of the New Playing Field. Such payment is in addition to and is not included in the Project Costs set forth above. The City will be responsible for the remaining portion of the cost of the New Playing Field. All decisions related to the location, design, construction, and construction schedule for the New Playing Field will be made in the City’s sole discretion. If the City does not complete construction of the New Playing Field prior to the termination of this Agreement, the City will return the \$200,000 payment to the Club within thirty days after termination.

(b) Contractors; Subcontractors. Upon reasonable request from the City, the Club shall provide the City with a list of design/build team contractors and subcontractors that the Club, in its reasonable discretion, has selected to work on the Improvements. The Club shall use commercially reasonable efforts to ensure that all contractors and subcontractors comply with all material legal requirements in connection with the performance of all construction work.

(c) Performance of Construction Work. The Club shall, at its own cost and expense construct or cause to be constructed at the Stadium, the Improvements in accordance with the Approved Plans and the Approved Construction Schedule. Any and all construction work shall be done diligently, in conformity with all applicable legal and environmental requirements, including, without limitation, the Americans with Disabilities Act (42 U.S.C. §12101, et. seq.) and the Building and Fire Codes of the City of Portland, Maine, in a good and workmanlike manner, under the supervision of the Approved Architect, and in accordance with all applicable industry and professional standards. Once the Club commences the construction of the Improvements, the Club will diligently prosecute such construction to completion in accordance with the Approved Construction Schedule and the Approved Facilities Construction Schedule, respectively, subject to delays resulting from Force Majeure Events outside of the control of the Club. The Club shall obtain, at its sole expense, all building permits and other approvals necessary for the construction of the Improvements and shall commence construction thereof on or about a date mutually agreed upon by the Parties. The Club shall use its commercially reasonable efforts to complete construction of the Improvements on or before a date mutually agreed upon by the Parties.

(d) City Inspections. The City and its representatives may, from time to time, at the City’s own cost and expense, during reasonable business hours, in a manner which will not unreasonably interfere with construction work in progress, inspect the Improvements and the construction thereof and shall be furnished, upon request, with copies of all plans, shop drawings, and specifications relating to the Improvements to determine whether or not the construction of the Improvements is being or has been done in accordance with the provisions of this Agreement,

the Approved Plans and the Approved Facilities Plans. Prior to making such inspections, the City shall notify the Club's designated contact person which, as of the date of this Agreement, is Gabe Hoffman-Johnson. If the City inspectors determine in their commercially reasonable discretion that any such work is being done contrary to the obligations set forth in Section 3 of this Agreement, including the Approved Plans and the Approved Facilities Plans, the City will provide the Club prompt notice thereof (a "Noncompliance Notice"). Upon the Club's receipt of such Noncompliance Notice, the Club will have a reasonable amount of time to cure any such noncompliance, or otherwise dispute the alleged noncompliance set forth in the Noncompliance Notice in accordance with the dispute resolution process set forth in Section 36 of this Agreement. The Club acknowledges and agrees that any such inspection by the City is for purposes of determining compliance with the provisions of this Agreement, the Approved Plans and the Approved Facilities Plans and that such inspections shall not be deemed to impose any duty or liability upon the City to supervise any aspect of or approve the quality of the Improvements or any construction work.

(e) Permits. The Club shall, at its own expense, obtain all permits, licenses and other governmental approvals and authorizations which are required for the construction, operation or occupancy of the Improvements. Before allowing occupancy or use of the Improvements, the Club, at its own cost and expense, shall obtain and deliver to the City certificates of occupancy for the Improvements.

4. Term; Option to Extend Term.

The term of this Agreement shall begin on February 1, 2024 and, unless earlier terminated in accordance with the terms hereof, shall expire on the last day of the Post-Season during the 2029 calendar year (the "Initial Term"). The Club shall have two (2) consecutive options (each a "Club Extension Option") to extend the term of this Agreement beyond the Initial Term, in each case for a Five (5) year renewal term (each renewal term, together with the Initial Term, collectively, the "Term"); *provided, however*, in order to exercise a Club Extension Option, the Club must provide the City with no less than sixty (60) days' prior written notice thereof, and the Club must not be in material default under the provisions of this Agreement at the end of the then-current Term.

5. Use and Occupancy.

(a) Soccer Games and Other Club Events. Subject to the provisions of subsection 5(b) below, the Club shall have the exclusive right to play professional soccer games (and conduct pregame, half-time and post-game activities) at the Stadium Premises on each Club Scheduled Date on which a Home Game is to be played during the period commencing with the Pre-Season and including the Regular Season and, if Post-Season games are to be played as Home Games, the Club shall have the right to do so during the Post-Season, during each year of the Term covered by this Agreement. The Club shall exercise this exclusive right only on the dates (day or night) regularly scheduled for professional soccer games in accordance with the official League schedule pertaining to professional soccer games to be played and hosted within the Stadium Premises by the Club. For all Club Events, the Club will have access to the Stadium and Stadium Premises in accordance with the terms hereof at least six (6) hours prior the scheduled start of time of the event. The City will work with the Club in good faith to provide the Club additional access to the Stadium (beyond the dates set forth above) for Club practices and other training.

Notwithstanding anything to the contrary in this Agreement, the Club acknowledges and agrees that it may not be able to schedule a Post Season game at the Stadium if another Stadium user is already scheduled to use the Stadium on a given day during the Post Season. In the event of a schedule conflict, the Parties will work together in good faith to achieve a reasonable solution, but under no circumstances will the City be obligated to cancel another Stadium user's scheduled event at the Stadium in order to accommodate the League's Post Season schedule.

(b) Exercise of Club's Selection of Dates. On or before the 1st day of September of each calendar year during the Term, the City shall provide the Club with a list in writing of no less than forty (40) dates (including at least 30 weekend dates and 10 weekday dates) within the reasonably anticipated timeframe of the Regular Season in the following calendar year for the Club to choose from for scheduling of Club Events (the "Offered Dates"). Within 10 business days after the Club's receipt of the Offered Dates, the Club will notify the City in writing of its selection of twenty-five (25) of the Offered Dates, including anticipated Post Season Game dates, and the City will reserve those dates for the Club's use (the "Club Reserved Dates"). Such final selection of Club Reserved Dates shall be binding and not subject to change, except as set forth below or as otherwise agreed to in writing by the Parties. After Club Reserved Dates have been selected, and after the City reasonably determines that other potential Stadium users have had a reasonable opportunity to schedule dates for use of the Stadium, the Club may request additional dates for Club Events by following the City's ordinary scheduling process utilized by other Stadium users. Once the League has confirmed the final schedule for the then-upcoming Regular Season, the Club will provide the City with a copy thereof and, to the extent that the Club determines in its sole discretion that any Club Reserved Dates are not needed for Home Games or scheduled Club Events, those Club Reserved Dates will be "released" back to the City for use through its ordinary scheduling process. All Club Reserved Dates that are not released back to the City and other dates scheduled by the City for the Club after the Club selects the Club Reserved Dates are referred to herein as "Club Scheduled Dates." In the event that the Club does not advance to the League playoffs, the Club will release any Post Season Game Club Scheduled Dates to the City.

(c) Sale of Club Products. The Club shall have the exclusive right during the term of this Agreement, to sell, either directly or through others, Club Products. The City agrees to make available to the Club or its designated licensee(s) during Club Events (i) reasonable, nonexclusive space at the concession stand for the sale of Club Products and (ii) unimproved space in one or more locations reasonably determined by the City, after good faith discussion with the Club, within the Stadium Premises to locate one or more "pop-up" or temporary specialty stores for the sale of Club Products.

(d) Permits and Approvals; Signs. The Club acknowledges and agrees that it is solely responsible for securing all necessary or required permits and approvals for its operation of a professional soccer team and its proposed uses of the Stadium and the Stadium Premises. All signs shall conform to the City of Portland signage standards and Club shall, at its own expense, acquire all necessary permits and approvals to erect said signs. When signs are erected, Club agrees that such signs shall be maintained in good condition at the sole cost and expense of the Club. The City makes no representations or warranties as to the suitability of, or the ability to obtain any regulatory approvals for the Club's use of the Stadium and the Stadium Premises. The Club further acknowledges and agrees that this Agreement only grants permission to use the Stadium and the Stadium Premises in accordance with the terms and conditions set forth herein

and that this Agreement is not a building permit or a license or permit to operate a business or any concession. The Club acknowledges and agrees that the City of Portland is acting as the owner of the Stadium and the Stadium Premises in connection with this Agreement, and not in its regulatory capacity. Accordingly, except as specifically set forth in this Agreement, nothing in this Agreement obligates any City official or employee to grant any permit, license, or other regulatory approval requested by the Club in connection with its use of the Stadium or the Stadium Premises.

(e) Restoration. The Club agrees that at all times during the Term and upon termination of this Agreement, the Club shall restore, repair, and replace all aspects of the Stadium and Stadium Premises that are disturbed or damaged as a result of the Club's presence or use of the Stadium or the Stadium Premises or the presence or use of its employees, players, contractors, subcontractors, invitees, or volunteers, reasonable wear and tear excepted. Any and all such repair, replacement, and restoration work shall be performed to the City's reasonable satisfaction and at the sole expense of Club. The Club acknowledges and agrees that its obligation to repair, replace, and restore all aspects of said property under this paragraph shall survive the termination of this Agreement.

(f) Club acknowledges and agrees that, so long as the City is not in material default under this Agreement, Club shall defend, indemnify, and hold the City harmless at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments (collectively, "Claims"), just or unjust, arising out of or relating to any contracts between the Club and any third parties.

6. Media.

(a) Broadcasts and Exhibitions. Subject to applicable League rules, the Club shall have the right to receive all revenue derived from any broadcast, dissemination or exhibition described in this Section 6(a). Nothing herein is intended to limit the right of the Club to authorize broadcasts or dissemination by radio, television, internet or other digital means, or otherwise of professional soccer games, or any other events in which the Club participates, played or hosted away from the Stadium by the Club. The Club shall have the exclusive right, with respect to radio, television, internet or other digital means, as follows:

(i) to broadcast and disseminate, by radio, television, internet streaming or any other digital means, or any other method of transmission or communication, livestream and/or any audio and video reports or highlights of all and/or any part of all Club Events and any other events in which the Club participates at *any* location during the term of this Agreement; and

(ii) to authorize the exhibition of Home Games by means of any method of Broadcast, in the Club's absolute discretion.

(b) Commercial Sponsors. The Club shall have the exclusive right to authorize and receive all revenues derived from the sale of commercial sponsorships of (i) any Broadcast of any Club Event, or any other events in which the Club participates at *any* location during the term of this Agreement, and (ii) any Broadcasts of special Club programs originating from the Stadium prior to any of such Club Events or other events.

(c) Press Facilities. On each day that the Club has scheduled a Club Event and the right to use and occupy the Stadium Premises in accordance with Section 5 hereof, the City shall make the press box available for use by the Club (and journalists and media representatives), without additional cost to the Club.

7. Consideration.

(a) Net Club Revenue. Commencing with the 2025 Pre-Season and thereafter throughout the term of this Agreement, and subject to the City Signage Revenue, the Club shall receive all Net Club Revenue for each Home Game played by the Club at the Stadium Premises, and for all other Club Events that take place within the Stadium Premises.

(b) Payments to the City. For each Home Game played during the Term of this Agreement (as applicable depending on the Club's exercise of the Club Extension Option), the Club shall pay the following, as consideration to the City for and on account of the Club's use and occupancy of the Stadium and Stadium Premises hereunder:

(i) In consideration of the Improvements and the Club's contribution to the New Playing Field, for each of the first ten (10) calendar years during the Term of this Agreement, the Club shall pay no rental fees for the Stadium, but Club shall be responsible for the fees and costs associated with permitted events at the Stadium, including fees and costs for public safety personnel, at the then-current rates, in each case as provided by the City in writing to the Club. Notwithstanding the foregoing, until such time as the Improvements are completed, if the Club uses the Stadium as permitted hereunder to host Club Events, the Club shall pay the City all use and rental fees charged by the City to other Stadium users for the Club's use of the Stadium during such Club Events; and

(ii) In the event that the Club exercises the second Club Extension Option, then, commencing upon the beginning of the second extension and thereafter throughout the Term of this Agreement, the Club shall pay the City all then-current applicable use and rental fees and other fees and charges (as provided by the City in writing to the Club) charged by the City to other Stadium occupants/licensees.

8. Use and Occupancy by the City.

The City reserves, and shall have the exclusive right to, the use and occupancy of the Stadium (other than the Exclusive Premises), and to the possession thereof, at all times during the Term of this Agreement, except during the Club Scheduled Dates and any other dates that such use and occupancy is granted to the Club, as provided hereunder.

City Covenants.

(a) Maintenance of Stadium Premises; Cleaning; Trash Removal. Except as otherwise provided herein, during the Term, the City shall maintain the playing field at the Stadium, the Stadium, and the Stadium Premises in substantially the same condition that they were in at the beginning of the Term. The City will also be responsible for maintaining the Improvements, except for the Exclusive Premises, in good working order, reasonable wear and

tear excepted. Such maintenance will be performed in the City's reasonable discretion. The Club will be solely responsible for all maintenance and repair of the Exclusive Premises.

During the Term, the City shall, at its expense, furnish all labor, material, supplies, and equipment necessary to maintain and clean the Stadium and keep it in an orderly condition, including the prompt removal and disposal of all rubbish, trash and garbage in the Stadium prior to the time the Club is permitted to use the Stadium for each Club Event.

Unless otherwise specified in this Agreement, the City has no other obligations to maintain, repair, or replace any aspect of the playing field, the Stadium, the Stadium Premises, the Parking Facilities, or any other property subject to this Agreement in any manner above and beyond the City's customary practice for maintenance of the same as it relates to the use of the Stadium by other users/licensees.

(b) Field Painting; Restoration. The Club will not paint or remove paint from the playing field at the Stadium without the City's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. If the City consents to the Club's painting or removal of paint from the field, the Club will do so at the Club's sole expense, and the Club will repaint the playing field to the City's reasonable satisfaction, and at times specified by the City to ensure that appropriate lines, logos, or other markings are in place for other Stadium users. For clarity, the City acknowledges and agrees that, in order for the Club to host Home Games at the Stadium, the Club may be required to paint and remove paint from playing field at the Stadium in order to comply with applicable requirements for the exhibition of a professional soccer team participating in the League.

(c) Additional Covenants. Notwithstanding anything to the contrary herein, the City covenants and agrees that:

(i) it shall deliver the Stadium Premises to the Club prior to each Club Event in a condition comparable to the condition of the Stadium Premises delivered to other licensees/occupants;

(ii) at the Club's reasonable discretion, visiting soccer clubs shall be permitted to practice on the Stadium Premises' playing field on Club Scheduled Dates during the six (6) hour period prior to the scheduled start of time of the Club Event.

(d) Club acknowledges and agrees that the City has no obligation to incur any cost or expense, provide any services, or perform and maintenance repairs under this Agreement except those specified in this Agreement.

9. Crowd Control-Security Enforcement and Traffic Control

(a) Security. To the extent the Club, in its reasonable discretion, deems it necessary for any Club Events, the Club shall be responsible for non-police officer crowd control and security enforcement within the Stadium and Stadium Premises for each Club Event and shall provide appropriate personnel therefor. In the event that the City reasonably determines that police, fire, and/or paramedic services are necessary for any Club Event, then the Club shall pay for the

wages of required personnel and all other reasonable costs and fees associated with providing such personnel.

(b) Traffic Mitigation. The Club and the City shall work together in good faith to implement a traffic mitigation program as reasonably necessary to control traffic in and out of the Stadium and the Parking Facilities.

10. Intentionally omitted.

11. Operating Costs. For all Club Events, the City will only pay for customary expenses to operate and maintain the Stadium Premises that the City, in its reasonable discretion, determines are identical or substantially similar to those expenses for which it is responsible in connection with other (non-Club Event) events within the Stadium Premises. For clarity, in connection with each Home Game, the Club shall pay for all expenses incurred in connection with all announcers, fan experience and all other game day operations staff, Concessionaires, personnel for home and visitor bench areas, banners and decorations, any other Club promotional activities or activations in connection with such Home Game and in order to ensure compliance with any additional League requirements, and any other reasonably necessary costs that the City is not required to pay for hereunder.

12. Signage

(a) Signage; Scoreboard Arrangement. Subject to the City's approval, not to be unreasonably withheld, the Club shall be permitted to install, maintain and operate, or supply a scoreboard and other signage at the Stadium suitable for professional soccer, in accordance with applicable League guidelines and applicable sign laws, ordinances, rules, and regulations. The Club shall have the right to (1) operate, manage and control all scoreboards and signage at the Stadium at all times during the Term of this Agreement (other than during non-Club Events at the Stadium, at which time the City shall have the right to operate the scoreboards), (2) manage all advertising and promotional programs thereon or otherwise in connection therewith, and (3) subject to the City Signage Revenue, collect all Net Signage Revenues at all times throughout each year during the Term of this Agreement.

(b) The City shall be entitled to place City and school signage at the Stadium and Stadium Premises in areas not then in use by the Club. Club will not remove or relocate any such signage or any other signage existing at the Stadium or Stadium Premises as of the Effective Date without the City's prior written approval.

13. Entry and Inspection

The City reserves, and always shall have the right to enter the Stadium for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Stadium or to inspect the operations conducted therein. The City shall use its best efforts to assure that any such entry or inspection shall be conducted in such a manner so as to minimize any interference with the Club's use of the Stadium. In the event that any such entry or inspection by the City discloses that the Stadium is not in a reasonably safe or satisfactory condition the City shall have the right to cause the Club to correct any such unsafe or unsatisfactory condition created by the Club or by the Club's use or occupancy of the Stadium Premises, except to the extent that the correction of

such condition is within the scope of the City's maintenance, operation, repair or other general obligations hereunder.

14. Utilities and Service

The City shall furnish, without cost to the Club, gas, electric power, water and sewer services, subject to state and federal regulations regarding energy consumption; provided, however, the Club will be responsible for payment of utility costs attributed to the use of the Stadium lights during Club Events and the use of the Exclusive Premises. The City will provide the Club with reasonably satisfactory evidence (statements/invoices from electricity provider) of such costs at the end of each calendar year of the Term, and the Club shall remit payment within sixty (60) days thereafter.

15. Indemnification; Liens.

To the fullest extent permitted by law, Club shall defend, indemnify and hold the City, its officers, agents and employees, harmless at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments (collectively, "Claims"), just or unjust, that arise out of or are caused by any breach of this agreement by the Club, or any act or omission constituting negligence or willful misconduct on the part of the Club, its members, officers, agents, contractors, subcontractors, or employees, which Claims arise out of or result from the activities hereunder, said Claims to include, without being limited to, claims for personal injury, death, or property damage, including injury or damage to City employees or property; and claims based upon violation of any environmental law or regulation governing hazardous substances. Club's obligations under this paragraph shall survive termination of this Agreement to the extent that the underlying act or omission resulting in the Claim occurs during the Term. Notwithstanding anything to the contrary in this Agreement, the Club is not obligated to indemnify, hold harmless, or defend the City or any of its officers, employees, contractors, subcontractors, or agents against any Claim (whether direct or indirect) to the extent such Claim arises out of or results from the negligence or willful misconduct of the City or any of its officers, employees, or agents, or the City's failure to comply with any of its obligations set forth in this Agreement.

Club shall not suffer or permit any mechanic's lien or other lien to be filed against the Stadium, Stadium Premises, Improvements, or any part thereof, by reason of labor, work, services or materials supplied or claimed to have been supplied to Club, and Club shall defend, indemnify and hold the City harmless from and against any claims, costs or liabilities, including any attorney's fees expended thereon, that result from any such lien.

16. Insurance

(a) Club Insurance. Within 30 days after execution of this Agreement, and, in any event prior to any use of or entry into the Stadium, the Club will procure and maintain:

- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;

- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability Insurance, the Club shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Within 30 days after execution of this Agreement, the Club shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. The Club shall also provide a copy of any endorsement naming the City as additional insured. In no event will the Club be permitted to enter the Stadium Premises under this Agreement until it has provided the above referenced insurance documentation. Upon City's reasonable request, the Club shall provide the City with a complete copy of any of the above-referenced policies. The Club shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). The City's acceptance or lack of acceptance of the Club's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Club's obligation to obtain and maintain such insurance as required by this agreement.

The Club shall be also responsible for securing insurance coverage with respect to its own equipment, supplies and other personal property ("Club Property") with such property and casualty insurance as it deems necessary in its sole discretion, and the City shall have no responsibility therefor. Club assumes all risk of damage, loss or casualty to Club Property while located at the Stadium or the Stadium Premises. The Club shall defend, indemnify and hold the City harmless from any claim arising out of or relating to any damage, loss or casualty to Club Property. Any casualty insurance obtained by Club for the Club Property shall include a waiver of subrogation against the City. Notwithstanding anything to the contrary in this Agreement, the Club is not obligated to defend, indemnify or hold harmless, the City for any such claim to the extent such claim arises out of or results from the negligence or willful misconduct of the City, or any of its officers, employees, or agents, or the City's failure to comply with any of its obligations set forth in this Agreement.

(a) City Insurance. During the Term, City shall maintain insurance or self-insurance of not less than the statutory liability cap pursuant to the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq., including for the acts and omissions of its employees occurring within the course and scope of employment, and pursuant to the Maine Worker's Compensation Act of 1992, 39 M.R.S.A. §101 et seq. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the Licensee under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Within thirty (30) days after execution of this Agreement, the City shall furnish the Club and thereafter maintain certificates evidencing all such coverages.

17. Damage and Destruction

(a) Repairs of Damage and Termination Rights. If all or a part of the Stadium is damaged by fire, earthquake, hurricane, blizzard, or other casualty (any such fire, earthquake, hurricane, blizzard or other casualty is hereinafter referred to as "Damage"), the City shall promptly give the Club notice of the City's reasonable estimate of the time required to repair such Damage (the "Damage Estimate"). If the Damage Estimate contemplates that the Damage can be repaired on or before the first (1st) anniversary of the date on which such Damage occurred, then (i) the City shall repair the Damage, (ii) the Club shall have the right to play its Home Games and host all other Club Events at any other locations of its choice during the construction period, and (iii) this Agreement shall remain in full force and effect. If the Damage Estimate contemplates that the Damage cannot be repaired on or before such first (1st) anniversary date, then the Club may give notice to the City, within thirty (30) calendar days after the Club receives the Damage Estimate, terminating this Agreement as of the date of such Damage. In the event that the Club does not elect to terminate this Agreement pursuant to this Section 17, and the City fails to substantially complete its repair of the Damage within thirty (30) calendar days after the expiration of the time period set forth in the Damage Estimate (which period shall be extended to the extent of any actual delays caused by the Club or any Force Majeure Event), then the Club may terminate this Agreement by delivering written notice thereof to the City. To the extent repair or replacement is required to the Improvements (or any portion thereof) that benefit other users of the Stadium, and such improvements are covered by City insurance, any such repair or replacement of such Improvements at the Stadium as a result of any Damage thereto shall be performed by the City in accordance with plans and specifications reasonably approved by the City. Any such repair or replacement to Improvements (or any portion thereof) that are exclusively used and enjoyed by the Club during the Term, shall be performed by the Club in accordance with plans and specifications reasonably approved by the City.

(b) Damage During Last Year of Term. Notwithstanding anything to the contrary contained in this Section 18, if the Damage Estimate contemplates that the repair of the Damage shall take more than sixty (60) calendar days to complete, and such completion shall occur during the last twelve (12) months of the Term of this Agreement, then the City and the Club shall each have the option to terminate this Agreement as of the date of such Damage by giving written notice to the other, in the case of the City together with the Damage Estimate, or, in the case of the Club, within thirty (30) calendar days after the Club's receipt of the Damage Estimate.

(c) Abatement. During the period the Stadium Premises or any part thereof is rendered unusable due to such Damage and repair, the Club's obligations hereunder to make any payments to the City shall be proportionately reduced based upon the extent to which the Damage and repair thereof prevents the Club from conducting its business at the Stadium in the manner in which such business was conducted prior to such Damage.

18. Alterations and Improvements

The Club will not make any alterations or improvements to the Stadium except in accordance with plans previously approved in writing by the City.

19. Waiver

The waiver by the City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of consideration hereunder by the City shall not be deemed to be a waiver of any preceding breach by the Club of any term, covenant or condition of this Agreement other than the failure of the Club to make the particular payment so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance thereof. Except as otherwise provided herein, any failure on the part of the City to require or exact full and complete compliance with any of the covenants or conditions of this Agreement shall not be construed as in any manner changing the terms hereof or to stop the City from enforcing the full provisions hereof, nor shall the terms of this Agreement be changed or altered in any manner whatsoever other than by written agreement of the City and the Club.

20. Remedies.

(a) Club Defaults. Except as otherwise provided herein, in the event that the Club shall (i) default in the performance or fulfillment of any covenant or condition herein contained on its part to be performed or fulfilled and shall fail to cure or to commence and diligently pursue the curing of such default within thirty (30) calendar days following its receipt of a written notice from the City specifying the default complained of and the date on which its rights hereunder will be terminated as hereinafter provided if such default is not cured, or (ii) file a voluntary petition in bankruptcy, or (iii) be adjudicated bankrupt, or (iv) make a general assignment for the benefit of creditors, *then* and in either or any of said events, the City may, at its option, without further notice or demand upon the Club, immediately cancel and terminate this Agreement and terminate all of the rights of the Club in or to the Stadium and Stadium Premises in or to the further possession thereof. The rights and remedies of the City as hereinabove set forth, are cumulative only and shall in no way be deemed to limit any of the other provisions of this Agreement or otherwise to deny to the City any right or remedy at law or in equity which the City may have or assert against the Club under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of the City, as hereinabove set forth, shall be supplemental to or in addition to or in aid of the other provisions of this Agreement and of any right or remedy at law or in equity which the City may have against the Club.

(b) Termination. Any election on the part of the City to terminate this Agreement must be in writing, properly executed by the City and served upon the Club. No termination of this Agreement on account of a default by the Club shall be or become effective by operation of law or otherwise, unless and until the City shall have given such written notice to the Club. Neither any notice to pay any consideration or portion thereof due and payable or notice to deliver up possession of the Stadium Premises given pursuant to any law of the State of Maine, nor any proceeding in the nature of an unlawful detainer taken by the City shall, of itself, and in the absence of such written notice as above provided, operate to terminate this Agreement.

(c) City Defaults. At no time shall the City be deemed to be in default under this Agreement, unless and until the Club shall have given to the City notice in writing, specifying such default and the City shall have failed to cure or to commence and diligently pursue the curing of such default within a period of thirty (30) calendar days after receipt of such written notice. In the event that the City fails to cure or diligently pursue the curing of any default under this Agreement within such thirty (30) calendar day period, then the Club may, at its option, without further notice or demand upon the City or upon any person or persons claiming by, through or under the City, immediately cancel and terminate this Agreement.

(d) Except for Club's obligations under section 15 (Indemnification, Liens), notwithstanding anything to the contrary in this Agreement, the liability of each Party to the other under this Agreement shall be limited to actual, direct damages only and all other damages and remedies are waived. Neither party nor its respective officers, directors, agents, employees shall be liable, irrespective of whether such claim of liability is based upon breach of warranty, tort (including negligence, whether of any of the Parties to this Agreement or others), strict liability, contract, operation of law or otherwise, to to the other party, or its officers, directors, agents, employees, successors or assigns, for incidental, delay, indirect, punitive, or consequential damages connected with, related to or arising from performance or non-performance of this Agreement, or any action or inaction in connection therewith including, without limitation, claims in the nature of lost revenues, income or profits (other than payments expressly required and due under this Agreement).

21. Force Majeure

Except as otherwise provided herein, should either party hereto be reasonably delayed in or prevented, in whole or in part, from performing any obligation or conditions hereunder or from exercising its rights hereunder by reason of or as a result of any Force Majeure Event, such party shall be excused from performing such obligations or conditions while such party is so delayed or prevented.

22. Title to Improvements. Upon the expiration or earlier termination of this Agreement, except for title to the Exclusive Premises, which, for the avoidance of doubt shall be owned outright by the Club, title to the Improvements shall automatically vest in the City without the need for any conveyance instrument or other documents evidencing the transfer of title to the City.

23. Quiet Enjoyment

The City covenants that the Club (upon payment by the Club of any consideration due, and the performance by the Club of the terms, covenants and conditions, in each case as set forth in this Agreement) shall peacefully and quietly have, hold and enjoy (i) the Stadium Premises on the Club Reserved Dates and during the periods otherwise herein provided in which the Club is given the right to the use and occupancy of the Stadium Premises, and (ii) the Exclusive Premises at all time during the Term of this Agreement.

24. Notices.

Any notice, demand, request, consent, approval and any other communications (any of the foregoing, a "Notice" required, permitted, or desired, to be given hereunder shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested or delivered by hand or reputable overnight courier addressed to the Party to be so notified at its address hereinafter set forth or to such other address as such party may hereafter specify in a Notice delivered in accordance with the provisions of this Section 30. Any such Notice shall be deemed to have been received three (3) Business Days after the date such Notice is mailed or on the date of delivery by hand or courier addressed to the parties as follows (provided that neither the City nor the Club shall be deemed to have received any Notice not actually received):

If to the City: City of Portland
 Attn: City Manager
 389 Congress Street
 Portland, Maine 04101

With a copy to: Office of the Corporation Counsel at the same address

If to the Club: Portland United, LLC
 Attn: Gabe Hoffman-Johnson
 7 Stratton Place
 Portland, Maine 04101
 gabe@usltoportland.com

With a copy to: Caleb E. Ginsberg, Esq.
 303 Bartlett Street
 Portsmouth, New Hampshire 03801
 ginsberg.caleb@gmail.com

25. Construction of this Agreement; Jurisdiction.

(a) Maine Law. This Agreement shall be deemed to be made and shall be construed in accordance with the laws of the State of Maine. Unless otherwise resolved by agreement of the parties, the City and the Club covenant and agree to submit to the personal jurisdiction of the Cumberland County Superior Court for any dispute, claim, or matter arising out of or related to this Agreement.

(b) Section Headings. The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular sections hereof to which they refer.

(c) Sole Instrument. This Agreement embodies and constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof. There are no terms, obligations, covenants or conditions between the parties hereto, other than as contained herein. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties with the same formality as this Agreement. Neither this Agreement, nor any term hereof, can be changed, modified or abandoned, in whole or in part,

except by such instrument in writing and no subsequent oral agreement shall have any validity whatsoever.

(d) Time. Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof, and any breach by the City or the Club shall be deemed to be of the very substance of this Agreement.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the City, and to such successors and assigns of the Club as are permitted to succeed to the Club right upon and subject to the terms hereof.

(f) No Partnership. Nothing herein contained shall make, or be construed to make, the City or the Club a partner of one another nor shall this Agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

(g) Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

26. Nondiscrimination

The Club agrees not to discriminate in any manner against any person or persons on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the Club's use or occupancy of the Stadium Premises. Club shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination, including, without limitation, the provision of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment. The Club agrees to comply with all applicable City, state, and federal laws and regulations regarding equal opportunity.

27. Payments.

All payments to the City under the terms of this Agreement shall be made payable to the City of Portland and delivered to _____², or as otherwise specified in writing from time to time by the City.

28. Club Employees.

The Club agrees that its and its Affiliates' members, managers, employees, associates, advisors, agents, players, or contractors shall not be deemed to be employees of the City for any purpose. The City shall have no obligation or responsibility for resolving any labor disputes or

² City to confirm.

grievances which may arise between the Club and its members, managers, employees, associates, advisors, agents, players, or contractors employed to perform any services relating to this Agreement. The Club agrees to provide sufficient personnel to perform all services required by this Agreement. The Club shall be responsible for all required federal, state, and local reports, records and payments in connection with social security, unemployment insurance, and other charges and taxes that apply to the Club. The City shall have no responsibility for providing any of the above reports, records and payments.

29. Workers' Compensation

By signing this Agreement, the Club hereby certifies that it is aware of the provisions of Maine Revised Statutes, Title 39-A, Part 1, Chapter 1 (the Maine Workers Compensation Act of 1992) and shall comply with such provisions. If reasonably requested by the City, the Club shall provide the City with evidence of compliance with the workers' compensation laws of the State of Maine. The Club shall provide the City with a waiver of subrogation from its insurance carrier when proof of insurance is due.

30. Land and Water Conservation Fund Act. The parties hereto agree to work together in good faith during the Term as reasonably necessary to avoid the Stadium Premises (or any portion thereof) being subject to a required "conversion" under the Land and Water Conservation Fund Act of 1965 (the "LWCF Act"). In the event that the parties are unable to prevent such a conversion, the Club will be responsible for all costs associated with the conversion, including, without limitation, the cost of any real estate acquisition required under the LWCF Act as part of such conversion.

31. League Rules. Notwithstanding anything to the contrary in this Agreement, the City acknowledges that the Club, in its operation of a professional soccer franchise in the League, is obligated to comply with applicable League rules and restrictions ("League Rules"). In the event that any such League Rules require alterations or improvements to the Stadium or the Stadium Premises, the Club may request that the City make such alterations or improvements at the Club's expense or allow the Club to so at the Club's expense. In such event, the City will engage in good faith discussions with the Club in order to identify a commercially reasonable solution, satisfactory to the City, that permits the Club, at its own expense, to continue to host Club Events in the Stadium through the remainder of the Term. In the event that the Club is unable to comply with the League Rules due to the condition of the Stadium or Stadium Premises, the Club may terminate this Agreement upon prior written notice to the City. In no event will the City be responsible for incurring any obligation or expense as a result of the League Rules except as specifically set forth in this Agreement.

32. No property rights. This Agreement is a license only and no provision hereof shall be construed as conveying an easement or other estate in land. The Club will not record this agreement or any portion thereof in the Cumberland County Registry of Deeds.

33. Compliance with laws. The Club and the City agree to comply with all applicable laws, rules, regulations, and City ordinances and policies in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations, including without limitation all laws and regulations governing hazardous substances, with respect

to all its activities in the Stadium and the Stadium Premises, and to conduct all its activities on such property in a safe, responsible, reasonable and business-like manner.

34. No Third-Party Beneficiaries. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

35. No Assignment. This Agreement is non-transferable and shall not be assigned, pledged, sublet or otherwise transferred to another party except upon the prior written approval of the other Party.

36. Attorney's Fees. Each Party (in such capacity, the “Non-Prevailing Party”) shall pay all reasonable attorney's fees and costs incurred by the other Party (in such capacity, the “Prevailing Party”) if: (i) the Prevailing Party should institute litigation for breach of any material term or condition of this Agreement by the Non-Prevailing Party and ultimately prevail in any such litigation; (ii) if the City is the Prevailing Party in a litigation for an unlawful detainer of the Stadium or Stadium Premises by the Club as Non-Prevailing Party; (iii) the Prevailing Party is made a party to litigation, instituted by a third party related to the Non-Prevailing Party’s use of the Stadium or Stadium Premises under this Agreement; or (iv) if the Prevailing Party is required to defend itself, and ultimately prevails, against any action or defense prosecuted by the Non-Prevailing Party or any third party arising out of the Non-Prevailing Party’s use or occupancy of the Stadium or Stadium Premises. Fees and costs of defense incurred by the Prevailing Party shall be reimbursed within thirty (30) days of invoice whether the litigation is prosecuted to judgment or not. Amounts advanced by the Prevailing Party not reimbursed within said thirty (30) days, shall bear interest at a rate of one and one-half percent (1½%) per month.

37. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties for no less than sixty (60) days. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation within sixty (60) days as set forth herein, the parties agree first to try in good faith to settle the dispute by non-binding mediation administered by an attorney selected by agreement of the parties and licensed to practice law in Maine.

38. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

[Signature page follows]

IN WITNESS WHEREOF, this Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium is executed by the parties' duly authorized representatives as of the date first above written.

THE CITY OF PORTLAND

By: _____
Name: Danielle P. West
Title: City Manager

[PORTLAND UNITED, LLC] a Maine
limited liability company

By: _____
Name: Gabe Hoffman-Johnson

Title: Manager Approved as to form:

City Corporation Counsel

Approved as to funds:

City Finance Director

EXHIBIT A
DESCRIPTION OF IMPROVEMENTS³

Site Lighting

- Install and upgrade current MUSCO lighting to meet USL specifications
-
- Projected expense range: \$485,000 - \$500,000

Press Box

- Make cosmetic and operational improvements to Press Box
- Likely to include infrastructure to improve broadcast and streaming operations
- City will have ability to use on non-gameday
- Projected expense range: \$40,000 - \$60,000

Team Locker Rooms

- Other Stadium users will have ability to use Visitor locker room on non-gamedays if not in use by the Club.
- Projected expense range: \$250,000 - \$300,000

Club Storage Area

- Club to add storage containers
- City to have use of space in containers if available.
- Projected expense range: \$10,000 - \$20,000

Ticketing Entrance

- Club to improve ticketing entrance and Stadium access points
- City will have ability to use on non-gameday
- Projected expense range: \$10,000 - \$20,000

Audio System

- Club to improve Speaker and Audio system
- City will have ability to use on non-gameday
- Projected expense range: \$40,000 - \$50,000

Miscellaneous

- Other Electronics Allowance
- Site Accessories and Landscaping
- Associated utility connection costs

³ The information below is from the term sheet. Parties to confirm stadium construction plan / Improvements and insert further detail as applicable.

- Additional Operational and Fan Experience Elements
- City will have ability to use on non-gameday
- Projected expense range: \$150,000 - \$300,000

EXHIBIT B

DESCRIPTION OF EXCLUSIVE PREMISES

[]⁴

⁴ NTD: Insert detailed description of Club's Exclusive Premises (Club Storage Area and home locker room).

EXHIBIT C

DESCRIPTION OF STADIUM PREMISES⁵

⁵ NTD: Insert overhead drawing and/or description of the entirety of the Stadium Premises.



Dena Libner <dlibner@portlandmaine.gov>

Encampments, astroturf, & corporate takeover of public spaces

1 message

Avery Yale Kamila <avery.kamila@gmail.com>

Sun, Nov 12, 2023 at 7:00 AM

To: Kate Snyder <ksnyder@portlandmaine.gov>, Anna Trevororrow <atrevorrow@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, rphillips@portlandmaine.gov, Andrew Zarro <Azarro@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, publiccomment@portlandmaine.gov, Danielle West -Chuhita <dwest@portlandmaine.gov>, Anne McGuire <amcguire@portlandmaine.gov>, Ethan Hipple <ehipple@portlandmaine.gov>

Dear Mayor, Mayor-elect, and Councilors,

Thank you all for your leadership of our city in these difficult times. I appreciate this council's empathy and concern for the community and understand the difficult choices the city faces. I'm writing about two issues before the council, the proposal to legalize camping in city parks and the proposal from Portland United to use Fitzpatrick rent-free. Both are seriously flawed.

Regarding legalizing encampments, I write to you as a resident who knows a number of people living in the encampments, where sex, drugs and stolen goods (such as bicycles) are the main currency. One of the people I know is a close family member struggling with substance use syndrome who left a safe home to join the lawless encampments where there are no rules, requirements or responsibilities. However, all of that comes with a high risk of assault, theft and disease. My close family member has experienced all three while living in the unsafe and unsanitary Portland encampments. My family and I want our family member out of the encampments, but we have no ability to make them leave as long as the city condones camping. Sometimes they stay in one of the shelters or the Florence House, but they prefer the freedom of encampment life. Sadly, this freedom comes with ever-diminishing quality of life and constant risk of serious injury or death. The same downward spiral is true for the life of every other person I know in the encampments. Except for one person I knew. He's no longer with us because he died in the Portland encampments. I support increasing shelter capacity and only allowing camping if it is supervised by city staff and has access to toilets, showers and a warming space.

Regarding allowing Portland United to use Fitzpatrick Stadium rent-free for up to 10 years, I write to ask you to significantly modify this proposal before adopting it, should you choose to do so. The bulk of the proposed improvements to the property are for facilities that will not be accessible to the public nor to Portland Public School students or other users of the field. Forgoing all rent and also handing over all concession income with no commission is fiscally imprudent, and the commissions proposed for advertising, etc., are much too low. This is a public asset owned by the city and mostly used by school children. They need to be our priority, because past decisions at this stadium did NOT prioritize children. If those decisions had, the city would have never installed a toxic astroturf field. Artificial turf fields are increasingly becoming financial liabilities due to the fact they're made with PFAS and other toxic plastic ingredients which have been linked to deadly cancers in players. <https://www.theguardian.com/society/2023/mar/10/phillies-ball-players-cancer-artificial-turf> In addition, these fake turfs lead to microplastic pollution in our waterways and increase the heat island effect at the stadium and on the surrounding properties (which includes a school). The other poison pill in the Portland United proposal is the \$200,000 to install another toxic astroturf field elsewhere in the city, so that we can expose more children to its deadly plastic particles, heat up another neighborhood and pollute our waterways more. This proposal as written favors the self-interest of the Portland United investors at the expense of Portland's children and the environment. It's a terrible deal for Portland.

Thank you for considering my comments.

Sincerely,
Avery

—
Avery Yale Kamila, AOLCP
Co-founder
Portland Protectors
PO Box 4242
Portland, ME 04101
207-780-0915
www.facebook.com/portlandprotectors



Dena Libner <dlibner@portlandmaine.gov>

Fitzpatrick stadium contract with USL

1 message

Maggy W <mwnola@gmail.com>

Sat, Nov 11, 2023 at 11:14 AM

To: publiccomment@portlandmaine.gov, Andrew Zarro <azarro@portlandmaine.gov>, Roberto Rodriguez <rrodriguez@portlandmaine.gov>, Anna Trevorow <atrevorow@portlandmaine.gov>, mdion@portlandmaine.gov, Kate Snyder <ksnyder@portlandmaine.gov>, afournier@portlandmaine.gov, Victoria Pelletier <vpelletier@portlandmaine.gov>, rphillips@portlandmaine.gov, Pious Ali <pali@portlandmaine.gov>

Dear Mayor Snyder and members of the City Council,

Portland needs to negotiate a much better contract with the USL for the use of Fitzpatrick stadium. Not only will our public school students have a much harder time scheduling their use of the field, but our taxes are actually going to increase to support this new league? Some of us on the peninsula have already endured a 50% or greater increase in our property taxes - to increase them further to subsidize a private enterprise like the USL is unacceptable when we have so many more important uses for our tax dollars. We should be charging the USL the normal fees to use the facility. They propose, in lieu of payment, to make improvements which serve only themselves and are not useful to our students and other public uses of public property. We have to stop allowing private investors using our public spaces and charging us extra money to do so,

Maggy Wolf
District 1



Dena Libner <dlibner@portlandmaine.gov>

Order No. 64-23/24

1 message

Michael Haefele <dancrmike@gmail.com>

Sat, Nov 11, 2023 at 2:17 PM

To: publiccomment@portlandmaine.gov

Hello,

My name is Mike haefele, I reside at 422 Ocean Ave with my wife and two boys.

I am writing to voice my support of the USL stadium lease.

My family loves attending seadogs, mariners and Celtic games and adding soccer into the mix will be one more great addition to the city's sports landscape.

This is also a fantastic time to be ready ahead of the USA hosting the World Cup and the excitement over soccer that will generate.

Thank you,
Mike

Sent from my iPhone



Dena Libner <dlibner@portlandmaine.gov>

Commentary on Order 64-23/24

1 message

Shaelan Donovan <shaelan.donovan@gmail.com>

Sat, Nov 11, 2023 at 6:57 PM

To: publiccomment@portlandmaine.gov

Commentary on Order 64-23/24 Authorizing Stadium Use Agreement with Portland United, (USL Soccer) for the Use and Occupancy of Fitzpatrick Stadium - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

What on earth? This contract is an absolute sham. We should NOT be offering free use of any public resources to for-profit groups, and the "incentives" they're proposing in exchange can hardly be called such.

Portland High School students and other Fitzpatrick users will quickly be pushed out of their home stadium. How can our students have preference for field use when USL games are scheduled 5-6 months in advance? These facilities are already overburdened.

If there is such worthy demand for a USL team, and building a stadium is such a great investment, then let this club go build their stadium in a municipality that's asking for it. As it is, this is nothing more than using Portland tax payers and public resources to beta test their investment.

As a Portland taxpayer it's not my responsibility nor my obligation to pay for the vanity project of some developers from Falmouth.

I urge you to vote no on this.

Shaelan Donovan
36 Leeman Street #3
Portland, ME 04103



Dena Libner <dlibner@portlandmaine.gov>

Order 64-23/24 USL Soccer Use of Fitzpatrick Stadium

1 message

S. Nick Zaccaro <snzaccaro@gmail.com>

Sun, Nov 12, 2023 at 6:47 AM

To: publiccomment@portlandmaine.gov, Regina Phillips <rphillips@portlandmaine.gov>

Dear Mayor Snyder and members of the City Council,

I am writing to express my strong opposition to the proposal of allowing the United Soccer League (USL) to use Fitzpatrick Stadium. The city should not forgo potential income nor risk deprioritizing schools and public access to the field. In addition, if we ever do have a professional soccer team, it should be a nonprofit owned by the community with a democratically elected board, like the Green Bay Packers.

Green Bay Packers Inc., Owners of Green Bay Packers

<https://www.si.com/nfl/2018/07/17/green-bay-packers-shareholders-team-owners>

Sincerely,

Stephen N. Zaccaro
[64 Whitney Ave Fl 3](#)
District 3, Portland



Dena Libner <dlibner@portlandmaine.gov>

Order 64-23/24 Authorizing Stadium Use: Bad deal, don't do it.

1 message

Winston Lumpkins <winston.lumpkins@gmail.com>

Sun, Nov 12, 2023 at 9:27 AM

To: City Council <council@portlandmaine.gov>, publiccomment@portlandmaine.gov

Dear Mayor Snyder, esteemed councilors,

Looking at the information provided in the fiscal impact area of the memo, I'm a little disturbed to see that we will in fact be paying for the honor of hosting this soccer team in Portland.

I have to ask the council to vote no, unless the soccer club agrees to pay the \$128,000 in fees, resulting in a 30k/ year increase in revenue through parking.

There are many, many things I've advocated for which cost about 90k/year, like having a Bicycle & Pedestrian coordinator, which would bring in potentially millions in additional grant money & improve the lives of all Portlanders through making us all safer as we get around the city, or investing in additional sidewalk snowplows & parks department employees so our sidewalks could be safe for people to use year round. Over and over again, I'm told no, we can't raise taxes, even to improve conditions and bring in millions in grant money... **This stadium will not bring in any grant money, and will not make anyone any safer.**

I'm also distressed to see that this has come through the Housing & Economic Development committee; I know we're facing a housing affordability crisis and I have been hoping to see steps come from that committee to address this crisis... No one is dying of exposure due to a lack of soccer...

I know that the committee has been very busy, but it strikes me that we still allow hundreds of units of housing to be used as short term rentals, something which NYC recently banned, we have nowhere to house the unhoused, even to keep them from freezing, the minimum wage is still only a little higher than it is in Piscataquis county because the referendum which raised it did not consider inflation (not that anyone can afford to pay 14/hour in this town- there aren't enough employees, their apartments all got turned into STRs)..... I know I sound like "we can't have any fun till we solve serious problems"... But for real. Solve some problems. Please.

Taxes should only be increased when it benefits Portlanders, not to give a handout to the owners of this soccer club & provide imaginary economic stimulation. There's enough jobs in this city, we don't need any more, we need more housing so the people working those jobs have somewhere to live.

I apologize to those who do feel like the lack of a USL soccer league is damaging to this city; **I disagree-** this is irresponsible.

Thanks for considering my position, and for your service to the city of Portland.

~Winston

Winston Lumpkins IV (he/him/his)

Munjoy Hill,
District 1,
Portland Maine



Dena Libner <dlibner@portlandmaine.gov>

Opposed to Order# 64-23/24- Authorizing Fitzgerald Stadium Use Agreement to USL Franchise

1 message

'Karen Snyder' via Public Comment <publiccomment@portlandmaine.gov>

Sun, Nov 12, 2023 at 10:56 AM

Reply-To: Karen Snyder <karsny@yahoo.com>

To: Kate Snyder <ksnyder@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Anna Trevorrow <atrevorrow@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Andrew Zarro <azarro@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, "rphillips@portlandmaine.gov" <rphillips@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>
Cc: Danielle West <dwest@portlandmaine.gov>

Dear Portland, ME City Councilors and Mayor Snyder,

I am opposed to **Order 64-23/24 Authorizing Stadium Use Agreement with Portland United, LLC(USL Soccer) for the Use and Occupancy of Fitzpatrick Stadium - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair**

This use agreement is a trojan horse to the Portland residents and would dramatically decrease field use for the Portland Public School sport teams besides the additional reasons:

1. This is a community facility, and the community use should be first priority and not a franchise which expects the Portland residents to subsidize lost revenue of (approx \$128k/year for 10 years) and any capital improvement costs up to over \$1 million dollars. *(details of this are below if one has the time to read it).*
2. Feedback from parents of PHS students is that already have a tough time getting field usage, this proposal will effectively block the public school students from using a field that the Portland taxpayers paid for.
3. Even to suggest from this franchise that installing astro-turf thinking this is an incentive is a little shocking. This is because astro-turf is made with PFAs which have apparently has been linked to professional sport players death in Philadelphia, PA and have mostly fallen out of favor with professional sports. [Artificial turf potentially linked to cancer deaths of six Phillies ball players – report | Cancer | The Guardian](#)
4. How many Portland residents would actually go to a USL franchise game that the residents are being asked to subsidize which will only create quality of life issues for the residents that will not ever attend.
5. This use agreement appears to heavily favor the franchise and not the residents of Portland in which the franchise owners are a: Falmouth resident and the luxury condo developer, Jonathon Culley. [Portland pro soccer team aims to kick off in 2025 at revamped Fitzpatrick Stadium | MaineBiz.biz](#)
6. On January 19, 2022, the Portland City Council voted against private business developer [58 Fore St](#) in requesting a zoning change that would benefit the private business more than it would the Portland resident. It was the first time I saw a Portland City Council that did not bend backwards for a private business. It would be great to see this again. *Please keep in mind the previous councilors were voted out because they had a habit of supporting private businesses and private investors consuming and using our public spaces and expecting Portland residents to subsidize this.*

Ultimately, what is being proposed in this lease is really only useful to this franchise and not useful to the students and other public uses, yet the Portland taxpayer is expected to pay for this. This proposal does NOT promote livability or sustainability.

Please oppose this trojan horse **Order# 64-23/24**.

Regards,
Karen Snyder
D1 Resident - [72 Waterville St.](#)

Further Detail Concerns about this Agreement Franchise Lease:

Fiscal Impact Affecting Portland Resident:

- The City is waiving regular field usage fees for a ten-year period (through the second 5-year lease period). For 2024, the loss in revenue from paying sources is estimated to be \$128k, so the total foregone revenue to the City will be around \$1.28+m (it'll actually be more since the fees increase year-to-year).
- The Franchise will be doing about \$1.2million worth of "improvements" to Fitzpatrick. The largest sum is about \$500k on lighting to bring up to USL standards. But other elements include cosmetic and tech improvements to the press box, new audio equipment, new lockervrooms (the public will never have access to the home team lockervrooms), franchise storage (exclusive to the franchise), a new ticket entrance, and other misc. tech and experience elements. It's unclear whether the non-fixed improvements will be owned by the franchise or the City.
- The franchise is agreeing to pay \$200k to help install a turf field in another public park in the City (based on quick online research, the total cost of such a project could be upwards of \$1m, leaving a significant gap for the City to make up). If the field never gets installed, the City must return the funds.

Signage (also money stuff):

- The City is granting exclusive signage rights to the Franchise for the duration of the contract (5 years + additional 5 year extensions). This appears to pertain primarily to advertising signage but also applies to scoreboards and Franchise branding. The City gets 15% of the revenue from ad signage. The Franchise gets the other 85%.
- The City will have the right to place its own signage, but only in places not in use by the club. Signage that's in place as of the agreement beginning will be left in place unless the City consents to remove it.

Field Use:

- The Franchise gets 25 regular game days per year, with exclusive field use starting 6 hours prior to event kickoff (to accommodate prep and practice for teams).
- Date selection: The City must give 40 "offered" dates (30 weekend and 10 weekday) to the Franchise by Sept. 1 before the upcoming season (starts in spring). The Franchise then chooses 25 of those 40. "Such final selection of Club Reserved Dates shall be binding and not subject to change". But the franchise may release dates at its discretion if they are no longer needed. And the franchise may go through the City's regular lease process (like anyone else) for more dates if needed.
- Field paint may not be removed without City authorization. And it must be restored to the City's satisfaction. However, the wording makes it sound like paint will need to be removed and re-applied ("the City acknowledges and agrees that, in order for the Club to host Home Games at the Stadium, the Club may be required to paint and remove paint from playing field at the Stadium in order to comply with applicable requirements for the exhibition of a professional soccer team participating in the League.")
 - Bad Deal for PHS families and the students. Fitzpatrick Field is heavily used by Portland public School System. There isn't anywhere to move the football team, boys and girls soccer teams, field hockey teams, lacrosse teams, etc. The fact the soccer teams would also need the field 6 hours in advance for a game is ridiculous. They are taking away the best field in the city from the children of people who actually paid to build the stadium in the first place.



Dena Libner <dlibner@portlandmaine.gov>

Reject Fitzpatrick Stadium Lease Agreement (Order 64-23/24)

1 message

Rob F. <rfosterme@gmail.com>

Sun, Nov 12, 2023 at 11:19 AM

To: publiccomment@portlandmaine.gov

Dear City Councilors,

I urge you to **reject the lease agreement between the City of Portland and Portland United LLC for semi-exclusive use of Fitzpatrick Stadium**. To the extent that the public wishes to enter into this type of agreement (a question that I do not believe has ever been posed to the public at-large), we must negotiate better terms. I do not believe the following terms in the agreement are fair or balanced:

- Waiver of use fees (est. value of over \$1.28m over 10 years) in lieu of "improvements." Per the City's own fiscal impact analysis, the proposed improvements do not appear in the City's CIP budget, meaning they are not things the City needs or wants; they primarily serve the Club's intended use, not the public (\$500k for USL-grade lights, the largest single line item, is a prime example). Therefore these improvements should not be used to justify waiver of the use fees.
- Selection of date game dates. The club gets to pick dates so early in the year that Portland Schools will always be given second position for selection. It's unreasonable to expect the school teams to know which dates they will need to reserve August-September for the fall of the next year (13 months later).
- The revenue-sharing agreement for signage is not balanced. If we are going to let the Club have exclusive control and use of signage for the duration of the contract (up to 15 years), then the City should receive a greater share; 15% is almost an insultingly small percentage. This is a public property, and if we're going to authorize a private entity to turn it into a giant for-profit billboard, then the profits should primarily benefit the public, not the other way around.
- Blank exhibit pages for club-exclusive areas and field overview. The pages in the agreement that describe and show the field as a whole and the exclusive club areas are blank. I don't know how the agreement can be approved when these pivotal pages are left blank for later completion.
- Inadequate assurances for Portland Public School signage. As a Portland High School alumni, I think it's very important that we maintain a public-facing image of Fitzpatrick Stadium as the "Home of the Bulldogs." However, this agreement appears to only allow school signage in places that do not fall under the use of the Club. Additionally, there is no mention of Portland High School branding in the new elements that the Club will install, such as the new entry and ticketing booths.

But more generally, agreements like this, which grant semi-exclusive use of public spaces to private, for-profit entities, as well as advertising rights in those spaces, should undergo greater public vetting. This agreement has not undergone a vetting process that I believe is commensurate with the weight of what Portland residents, taxpayers, and especially student athletes are being asked to sacrifice. We need more time for the public to weigh in. And maybe we should back up and ask if this is something we want to do in the first place (again, a question that I do not believe has ever been posed to the public at large).

Thank you for your time and consideration,

Rob Foster

District 4 Land Bank Commissioner, Parks Commissioner



Dena Libner <dlibner@portlandmaine.gov>

Order 64-23/24

1 message

Lisa Bloss <lisambloss@gmail.com>
To: publiccomment@portlandmaine.gov
Cc: vpelletier@portlandmaine.gov

Sun, Nov 12, 2023 at 11:47 AM

Dear Portland Council Members,

We live at [35 Washburn Avenue](#) which is very close to Fitzpatrick Stadium. We would like to express our disappointment and concern about Order 64-23/24 Authorizing Stadium Use Agreement with Portland United, LLC (USL Soccer) for the Use and Occupancy of Fitzpatrick Stadium.

First, as a neighbor of Fitzpatrick Stadium we are disappointed that the City did not send out any official notice to inform us of this proposal. We had to find out about it through NextDoor. Giving us no time to properly voice my concerns.

The proposed changes to Fitzpatrick Stadium will have a direct impact on our home and neighborhood. First and foremost is light and noise pollution. The existing lighting and audio system at the stadium are currently a minor noise nuisance and usually ends by 9PM. We are concerned that new lighting and audio and broadcasting systems will be a major noise nuisance. Parking for an additional 25 games at the stadium is also a concern in the neighborhood. Our streets are already full during HS playoffs, Celtics, and Seadog games.

What steps are being put in place to assure the residents around Fitzpatrick Stadium will not be adversely impacted by the additional events and upgrades to the stadium? Please do not move forward with this proposal until the neighbors of Fitzpatrick Stadium's concerns are fully addressed.

Sincerely,
Lisa Bloss and Dan Fink



Dena Libner <dlibner@portlandmaine.gov>

Public Comment - Order 64 - 23/24: Unanswered Questions About Stadium Agreement

1 message

George Rheault <george.rheault@gmail.com>

Sun, Nov 12, 2023 at 11:58 AM

To: Public Comment <publiccomment@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Anna Trevorow <atrevorow@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, Regina Phillips <rphillips@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Dena Libner <dlibner@portlandmaine.gov>

I urge the Council to postpone action on the stadium use agreement proposed for the private soccer team. There should be a Council workshop and at least one public meeting for the community to MEET the team management and have a chance for city officials to explain fully how this agreement will be managed day-to-day.

The big threshold issue remains why the City of Portland should basically be a co-investor in this private venture before it has demonstrated its viability.

Under the terms of the agreement, the City is providing roughly a \$150,000 a year subsidy to help this team get off the ground (based on foregone facility rental fee income and free utility services provided to the team).

A better way to structure this agreement is for the private team to provide the income and costs the City would be entitled to for the first 2 years of the agreement so that the City has very little risk here (other than the opportunity cost of providing use of the stadium). If the private team is successful, THEN the City could offer some reasonable subsidies at that point as a BONUS for getting it off the ground.

However, if the private team is ONLY viable with a heavy public subsidy, then it suggests this venture is too risky for the City to co-partner with and the private team's investors are just trying to lay off the risk of the enterprise to the general public.

A lot of outstanding questions remain that should be addressed at a workshop and public community meeting:

- 1). How likely is it that major events at the EXPO and ICE ARENA will overlap and/or interfere with the private team's events? Has this been considered in detail? What about non-athletic events at King Middle School?
- 2.) What is the locker room situation currently? Will it be of any value for the City to be able to access ONLY the "visitor team" locker room when typically locker rooms, if available for an athletic event, are provided for BOTH teams? Would it even make sense for two public school teams from opposing sides to have to share the "visitor team" locker room?
- 3.) Are the stadium lights LED? How much does it currently cost to operate them for an evening event?
- 4.) Have the stadium facilities been the recipient of LWCF funding since 1965 and how likely is this provision of the agreement to be triggered?

30. Land and Water Conservation Fund Act. The parties hereto agree to work together in good faith during the Term as reasonably necessary to avoid the Stadium Premises (or any portion thereof) being subject to a required "conversion" under the Land and Water Conservation Fund Act of 1965 (the "LWCF Act"). In the event that the parties are unable to prevent such a conversion, the Club will be responsible for all costs associated with the conversion, including, without limitation, the cost of any real estate acquisition required under the LWCF Act as part of such conversion.

- 5.) Does the City have an existing traffic mitigation plan in place for the SeaDogs and Hadlock Field? Shouldn't the Council get a look at it so it could understand what a similar agreement for the soccer team would look like?
- 6.) Shouldn't the parking facilities be fully spelled out instead of being blank? See "EXHIBIT D - DESCRIPTION OF PARKING FACILITIES"

These and other questions really deserve upfront answers so the Council and the community know what it is getting into with this agreement rather than just being rushed to approval at the end of Mayor Snyder's term in office.



Dena Libner <dlibner@portlandmaine.gov>

Reject both Order #64-23/24 and #68-23/24

1 message

Joanna Sturiano <joannasturiano@gmail.com>

Sun, Nov 12, 2023 at 12:00 PM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>, council@portlandmaine.gov

Dear Portland City Council,

I am writing to request you reject both Order #64-23/24 and Order #68-23/24 at this Monday's council meeting.

I live in District 1, and make my living working at a small local business in Portland. I am able to afford to live near my job and contribute to Portland's economy by working here solely because of the below-market rate rent I am lucky that my landlord (--at a cost to themselves only, because of the lack of city incentives to foster affordable housing--) chooses to accept.

I urge you not to lose sight of the most crucial issue facing Portland and its residents today -- the need to ensure the creation and maintenance of safe, affordable housing for all who are in need of it, so folks can live and work here safely and with dignity.

Note that this need does NOT extend to the creation or maintenance of the already overwhelming (--and in the case of short-term rentals, often illegal--) numbers of luxury rental condos, "vacation homes" or second- or third-home properties, investment properties for landlords operating outside of Portland, or unpermitted short-term rentals hosted in Portland which prevent the city from housing its own residents.

Our housing must be safe, secure, and affordable for all. Tents and outdoor encampments do not meet this definition, especially not in a Portland winter, and to suggest otherwise is to invite harm upon those who live in such structures. To have no home in which to live is not a crime, it is a problem, rooted in economic inequality, which our city must use its resources and leadership to help folks solve.

It should be abundantly clear that now is not the time and Portland is not the place to consider inviting professional sports teams to make use of our city stadiums and parks.

Portland City Council, it is your responsibility to enact and carry out public policy to ensure that all Portlanders can be housed safely, and can use Portland's public spaces -- green space and otherwise -- for our safe transportation, recreation, and health. Do not repurpose our parks or sidewalks or sports fields for unsafe temporary housing spaces or for the generation of profit by outside commercial entities such as the USL soccer franchise, at the expense of Portlanders' safety and ability to live affordably in Portland!

Enforce existing laws on the number of short-term rentals in Portland by identifying and then levying and accurately collecting fines on illegal short-term rentals! Brainstorm new ways to make short-term rental income something the city can take a fairer share of through higher taxing or more oversight and safety administration, to make such rentals provide safe lodging conditions equivalent to the standards hotels must provide via their hotel taxes, and to give money back to the city so that Portland's housing stock is not depleted by the removal of units for conversion to short-term rentals. Ensure that short-term rental income does not become solely personal profit for those short-term rental property owners who would sell out our city's former long-term rental housing stock for their own profit, and who impede our city's ability to house its own residents (which ironically, makes local small businesses less able to find and keep staff to run the shops and restaurants which the short-term rentals tout as charms of Portland). Levy vacancy fees on commercial real estate owners who keep our city's commercial storefronts vacant for years on end and impede economic growth because of their unwillingness to offer affordable leases and rents to small businesses!

Most importantly, do not expect Portland taxpayers to shoulder the financial and health burden of bringing in a business in the form of this soccer league which would not serve us, and do not insult the dignity or injure the safety of people without housing by suggesting they spend a Portland winter outdoors in our public space.

Thank you for your consideration.

Joanna Sturiano
District 1 resident

MEMORANDUM
City Council Agenda Item

FROM: Lisa Perotta
DATE: October 17, 2023
SUBJECT: Order 65-23/24 Accepting and Appropriating a \$79,630 U.S. Department of Justice Byrne Memorial Justice Assistance Grant - 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**

Can action be taken at a later date: No The award must be accepted within 45 days of being awarded.

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This item accepts and appropriates a \$79,630 grant awarded to the Police Department by the U.S. Department of Justice Office of Justice Programs. The Justice Assistance Grant is an annual formula grant made to law enforcement agencies. Award amounts are determined by a statutory formula, which considers violent crime statistics and population and funds may be used for a wide variety of activities pertaining to crime prevention, control, or reduction, or enforcement of the criminal law.

As indicated in the August 7, 2023 memorandum to Council, PPD intends to utilize this grant award to purchase technology and equipment. Specifically, the Department intends to purchase mobile data terminals, laptop and desktop computers and mobile video recorders.

This item must be read on two separate days. Due to a deadline set by the Department of Justice, staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following public comment.

III. BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) is an annual formula grant awarded by the Department of Justice, Office of Justice Programs. Award amounts are determined by a statutory formula which considers violent crime statistics and population. Each state receives a JAG award based on its share of violent crime and population. Award allocations for units of local government are then calculated based on their proportion of the state's 3-year violent crime average. Finally, the formula considers whether a county entity is entitled to part of a municipality's award because it shares the cost of criminal justice operations.

The Portland Police Department was awarded a total of \$79,630 in FY2023 JAG funds. Due to the disparate funding calculation, \$14,465 of the award will be sub-granted to the Cumberland County Sheriff's Office. Portland PD will serve as the fiscal agent for the award and will be responsible for administering the grant.

As indicated in the August 7, 2023 memorandum to Council, PPD intends to utilize the FY23 JAG award to purchase technology and equipment. Specifically, the Department intends to purchase mobile data terminals, laptop and desktop computers and mobile video recorders.

All PPD patrol vehicles and supervisor vehicles are equipped with mobile data terminals which are used to convey call related information to officers, to query local and national databases, and to record incident data in reports. We will utilize grant funds to purchase 5 replacement mobile data terminals which are compatible with our new Computer Aided Dispatch and Records Management System.

The PD will also utilize grant funds to replace several dated or otherwise troublesome computers to ensure that department employees are able to meet the technological demands of their jobs.

Finally, the PD will utilize grant funds to purchase mobile video recorders (MVR) for new cruisers. These systems, which work in conjunction with our body worn cameras, are installed in cruisers to provide audio and video recording of police/citizen interactions. Although we are generally able to reuse recorders from vehicles being placed out of service, many of the older MVR's have reached their end of useful life and need to be replaced.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Provide police employees with adequate technology to perform duties in an efficient and effective manner.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order Accepting US Dept of Justice FY23 Justice Assistance Grant 11.13.2023
2. Award Package

Prepared by:

Lisa Perotta

Date: 10/17/2023

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 \$79,630
UNITED STATES DEPARTMENT OF JUSTICE
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

ORDERED, that a Byrne Memorial Justice Assistance grant in the amount of \$79,630 from the United States Department of Justice is hereby accepted and appropriated to the Portland Police Department to support law enforcement; 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; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and meet the United States Department of Justice deadline for acceptance.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF PORTLAND 389 CONGRESS ST
City, State and Zip:	PORTLAND, ME 04101
Recipient UEI:	LZKCFAJXBAC8
Project Title: FY2023 Justice Assistance Grant	Award Number: 15PBJA-23-GG-03493-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$79,630.00	Federal Award Date: 9/25/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/26
Project Description: The City of Portland, Maine will utilize JAG funds to purchase technology. Specifically, the Portland Police Department will purchase computers, mobile data terminals and mobile video recorders. The computers and mobile data terminals will ensure that civilian and sworn staff are equipped with the technology necessary to do their jobs in an efficient manner while the mobile video cameras will promote trust, accountability and transparency. The County of Cumberland, Maine will utilize JAG funds to continue outfitting corrections officers with gas masks. The gas masks will be used to protect jail employees in the event of the deployment of non-lethal chemical agents.	

Award Letter

September 25, 2023

Dear Mark Dubois,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PORTLAND for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$79,630.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg

Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF PORTLAND

UEI
LZKCF AJXBAC8

Street 1
389 CONGRESS ST

Street 2

City
PORTLAND

State/U.S. Territory
Maine

Zip/Postal Code
04101

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/25/23

Award Type
Initial

Award Number
15PBJA-23-GG-03493-JAGX

Supplement Number
00

Federal Award Amount
\$79,630.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority
Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13963221

Grant Manager Name

Ashley Gardner

Phone Number

[202-880-7398](tel:202-880-7398)

E-mail Address

Ashley.Gardner@usdoj.gov

Project Title

FY2023 Justice Assistance Grant

Performance Period Start**Date**

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The City of Portland, Maine will utilize JAG funds to purchase technology. Specifically, the Portland Police Department will purchase computers, mobile data terminals and mobile video recorders. The computers and mobile data terminals will ensure that civilian and sworn staff are equipped with the technology necessary to do their jobs in an efficient manner while the mobile video cameras will promote trust, accountability and transparency.

The County of Cumberland, Maine will utilize JAG funds to continue outfitting corrections officers with gas masks. The gas masks will be used to protect jail employees in the event of the deployment of non-lethal chemical agents.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP

that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition

include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and

cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain

specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as

maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank,

must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National

Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and

Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may

result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

9/20/23 8:48 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Police Chief

Signed Date And Time



MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: October 27, 2023

SUBJECT: Order 66-23/24 Approving the Second Amendment to Purchase and Sale Agreement with Douglass Commons LLC for 43 and 91 Douglass Street - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Councilor Pious Ali, Chair of the Housing and Economic Development Committee. On October 24, 2023, the Committee voted 4-0 to recommend approval by the City Council.

(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 11/13/2023

Final Action 11/13/2023

Can action be taken at a later date: Yes .

Does this item involve a new contract with the City: Corporation Counsel has reviewed and approved the Amendment to the Purchase and Sale Agreement for City-owned property at 43 and 91 Douglass Street (Dougherty Commons).

PRESENTATION: Mary Davis will be available to answer questions.

I. SUMMARY

Vote to authorize the City Manager to enter into an Amendment to the Purchase and Sale Agreement to sell City-owned property located at 43 and 91 Douglass Street (Dougherty Commons) to the Szanton Company, and Maine Cooperative Development Partners, LLC.

II. AGENDA DESCRIPTION

On October 24, 2023, the Housing and Economic Development Committee voted (4-0) to recommend the City Council enter into an Amendment to the Purchase and Sale Agreement for City-owned property at 43 and 91 Douglass Street (i.e. Dougherty Commons).

On May 21, 2021, the City entered into a Purchase and Sale Agreement, as amended by a First Amendment to the Purchase and Sale Agreement dated November 20, 2022 with Douglass Commons LLC for an affordable housing development at 43 and 91 Douglass Street.

Originally, Douglass Commons LLC (comprised of the Szanton Company and Maine Cooperative Developers Partners) proposed creating a rental housing project and a cooperative housing project on the site. The scope of the project has changed. Douglass Commons LLC has decided to restructure the project and now intends to declare a three-unit condominium on the property, with Unit 1 consisting of 63 units of residential rental apartments in a five-story building (no change), Unit 2 consisting of 20 home ownership condominiums units in two buildings (a change from the original limited equity cooperative units proposal), and Unit 3 consisting of 42 units of residential rental apartments (a change from the original limited equity cooperative units). Douglass Commons LLC is also requesting to extend the Closing Date and, change the construction commencement dates.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

On October 24, 2023, the Housing and Economic Development Committee voted (4-0) to recommend the City Council enter into an Amendment to the Purchase and Sale Agreement for City-owned property at 43 and 91 Douglass Street (Dougherty Commons).

On May 21, 2021, the City entered into a Purchase and Sale Agreement, as amended by a First Amendment to the Purchase and Sale Agreement dated November 20, 2022 with Douglass Commons LLC for an affordable housing development at 43 and 91 Douglass Street.

Originally, Douglass Commons LLC (comprised of the Szanton Company and Maine Cooperative Developers Partners) proposed creating a rental housing project and a cooperative housing project on the site. The scope of the project has changed. Douglass Commons LLC has decided to restructure the project and now intends to declare a three-unit condominium on the property, with Unit 1 consisting of 63 units of residential rental apartments in a building (no change), Unit 2 consisting of 20 home ownership condominiums units in two buildings, and Unit 3 consisting of 42 units of residential rental apartments (i.e. rental and condominiums units instead of limited equity cooperative housing units). Douglass Commons LLC is also requesting to extend the Closing Date and, change the construction commencement dates.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Approval of the proposed Amendment to the Purchase and Sale Agreement in substantially the same form as included in the backup.

VIII. LIST ATTACHMENTS

1. Order Amending P&S Douglass Commons LLC for 43 and 91 Douglass Street 11.13.2023
2. Dougherty Commons memo Second Amend to PSA

Prepared by:

Victoria Volent, Housing Program Manager

Date: 10/27/2023

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 SECOND AMENDMENT
TO PURCHASE AND SALE AGREEMENT WITH
DOUGLASS COMMONS LLC FOR 43 AND 91 DOUGLASS STREET**

ORDERED, that the Second Amendment to Purchase and Sale Agreement with Douglass Commons LLC for 43 and 91 Douglass Streets is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of the Purchase & Sale Agreement.

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 and Economic Development Department

DATE: October 24, 2023

SUBJECT: Review and Approval of Second Amendment to Purchase and Sale Agreement for City-Owned Property at 43 and 91 Douglass Street

Staff is requesting that the members of the Housing and Economic Development Committee vote to recommend to the City Council amendments to the Purchase and Sale Agreement, for the sale of city-owned property located at 43 and 91 Douglass Street.

On May 21, 2021, the City entered into a Purchase and Sale Agreement, as amended by a First Amendment to Purchase and Sale Agreement dated November 20, 2022 with Douglass Commons LLC for an affordable housing development at 43 and 91 Douglass Street.

Originally, Douglass Commons LLC (comprised of the Szanton Company and Maine Cooperative Developers Partners) proposed creating a rental housing project and a cooperative housing project on the site. The scope of the project has changed. Douglass Commons LLC has decided to restructure the project and now intends to declare a three-unit condominium on the property, with Unit 1 consisting of 63 units of residential rental apartments in a building (no change), Unit 2 consisting of 20 home ownership condominiums units in two buildings, and Unit 3 consisting of 42 units of residential rental apartments (i.e. rental and condominiums units instead of limited equity cooperative housing units). Douglass Commons LLC is also requesting to extend the Closing Date and, change the construction commencement dates.

Amendment to the Terms of the Purchase and Sale Agreement

- a) **Closing:** Originally the Buyer agreed to close “twenty months after the Effective Date (i.e. 20 months from 5-21-2021 being a closing date of 1-21-2023). The wording has been changed to “on or before May 31, 2024”.
- b) **Buyer’s Post Closing Obligations:** Originally the Buyer proposed to create rental and limited equity cooperative ownership units. The terms have been changed to acknowledge the proposed project would include 62 units of affordable rental housing (Unit 1), 20

condominium units (Unit 2) and 42 units of affordable rental housing (Unit 3). The Rental Housing project (now known as Unit 1) is not requesting to amend the terms of the original Purchase and Sale Agreement regarding the type or number of proposed units. However, the originally proposed limited equity cooperative housing project, which would have created 52 units with a mixture of one-, two-, and three-bedroom units with no fewer than 12 two-bedroom units and 22 three-bedroom units for households at or below 100% of the area median income (AMI), is now proposing to create 20 condominiums and 42 rental apartments with no fewer than 12 two-bedroom units and 22 three-bedroom units to be affordable to households earning less than or equal to 100% AMI.

- c) Option to Repurchase All or a Portion of the Premises: Section 11 c has been revised to replace the language allowing the City the right to repurchase the premises if construction is not commenced “within 32 months of the Effective Date” (32 months from the Effective Date of 5-21-2021 is 1-21-2024) to “June 15, 2024”.
- d) Option to Repurchase All or a Portion of the Premises: Section 11 c has further been revised to replace the definition in section ii of a “Co-op site” to instead refer to Units 2 and Unit 3 (i.e. the 20 condos and 42 rental units) of the Dougherty Commons Condominiums.
- e) Option to Repurchase All or a Portion of the Premises: Section 11 c has further been revised to replace the language “commence construction of the Cooperative Housing Project within 32 months of the date of this agreement or fails to complete construction of the Cooperative Housing Project within fifty (50) months of the date of this agreement” with “commence construction of either Unit 2 or Unit 3 on or before June 15, 2024 and complete construction of either Unit 2 or Unit 3 within 50 months thereafter”.
- f) Option to Repurchase All or a Portion of the Premises: Section 11 c has been revised to include section (iii) which says, “ If Buyer conveys Unit 3 to a separate entity for purpose of that entity developing Unit 3, and the Entity fails to commence construction of Unit 3 by November 21, 2024, or fails to complete construction of Unit 3 on or before December 15, 2026, the City shall have the right, but not the obligation, to purchase Unit 3 and all improvements thereon for a price equal to One Hundred Thousand Dollars (\$100,000), plus Approved Expenses incurred by Buyer, or successors, for purposes of developing Unit 3 to the date on which the City notifies Buyer, its successors or assigns, of its intent to exercise its option to repurchase. Any conveyance of Unit 3 to the City will (i) be subject to any all rights of the Unit 1 owner or pursuant to any condominium documents that affect or burden Unit 3 and (i) include any and all rights of the Entity over Unit 1 (as defined below) or pursuant to any condominium documents.
- g) Option to Repurchase All or a Portion of the Premises: Section 11 c iii has been revised to replace the construction commencement of Unit 1 from “within 32 months of the date of this agreement” with “on or before June 15, 2024” and to replace the completion construction date of Unit 1 from “within fifty (50) months of the date of this agreement” to “on or before June 15, 2026”. Further revisions include replacing the defined term “Rental Housing Units” with “Unit 1 of the Dougherty Commons Condominium” and replace the defined term “Co-op Site” with “Unit 3 of the Dougherty Commons Condominium”.

- h) **Option to Repurchase All or a Portion of the Premises:** Section 11 c v has been revised to replace the term “Co-op” with “owner of Units 2 and 3 of the Dougherty Commons Condominium” such that the owner of Units 2 or 3 may obtain the Pre-Development Mortgage Loan as defined therein and may encumber Units 2 or 3 as provided therein but subject to the covenants, conditions, restriction and limitations of section 11 c v.

Attachments:

**Second Amendment to Purchase and Sale Agreement clean
Purchase and Sale Agreement for 43 and 91 Douglass Street
First Amendment to Purchase and Sale Agreement**

SECOND AMENDMENT
TO
PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the “Amendment”) is effective as of the ____ day of _____, 2023 by and between the CITY OF PORTLAND, a body politic and corporate with a place of business in Portland, Maine and a mailing address of 389 Congress Street, Portland, Maine 04101 (the “Seller” or “City”) and DOUGLASS COMMONS, LLC, a Maine limited liability company having a mailing address of Douglass Commons, LLC, c/o The Szanton Company, 10 Free Street, Third Floor, Portland, Maine 04101 (the “Buyer”).

WHEREAS, City and Buyer entered into a Purchase and Sale agreement dated May 21, 2021, as amended by a First Amendment to Purchase and Sale Agreement dated November 20, 2022 (collectively, the “Agreement”) with respect to certain real property located at or near 43 & 91 Douglass Street in Portland Maine as more fully described in the Agreement; and

WHEREAS, as a result of certain due diligence and predevelopment work, the Buyer has decided to restructure the Project and now intends to declare a three-unit condominium on the Property, with Unit 1 consisting of 63 units of residential rental apartments in a building, Unit 2 consisting of 20 home ownership condominium units in two buildings, and Unit 3 consisting of 42 units of residential rental apartments; and

WHEREAS, the City and Buyer wish to further amend the Agreement to extend the Closing Date, change the construction commencement dates, and address the restructuring of the Project; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer do hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meanings ascribed to such terms in the Agreement.
2. The term “Project” as used in the Agreement means the project described in the Agreement as amended by this Amendment.
3. The opening paragraph of section 10 in the Agreement is hereby deleted and replaced with the following:

CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer’s counsel at the date and time specified by two weeks’ written notice from Buyer to the City on or before May 31, 2024 (the “Closing Date”). At the Closing:

4. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

BUYER'S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO REPURCHASE PROPERTY. Notwithstanding anything to the contrary in the Proposal, in its development of the Project, Buyer shall declare a condominium, likely to be named Dougherty Commons Condominium (the "Dougherty Commons Condominium"), which shall consist of three units: Unit 1 shall be a building together with associated limited common elements consisting of 63 units of rental housing; Unit 2 shall be two buildings together with associated limited common elements consisting of 20 home ownership condominium units (these 20 condominium units (the "Unit 2 Condominium") will be a sub-condominium created within Unit 2 and not separate units within the Dougherty Commons Condominium); and Unit 3 shall be four buildings together with associated limited common elements consisting of 42 units of rental housing. On or before June 15, 2024, Buyer shall commence construction of Units 1 and 2, and on or before November 21, 2024, Buyer shall commence construction of Unit 3.

a. Unit 1.

- i. Unit 1 will consist of an apartment building including no less than 63 rental units, with a mixture of one-, two- and three-bedroom units. In no event shall Unit 1 include fewer than 18 two-bedroom units and 10 three-bedroom units.
- ii. For a period of 99 years after Unit 1 has been completed, at least 46 units in Unit 1 shall be affordable to, and will only be rented to, households earning less than or equal to 60% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in rent and other housing expenses including utilities, shall not exceed 30% of the household's gross monthly income, except as provided below if Unit 1 is financed with the LIHTC program. Minimum household size allowed per unit and the formula for calculating maximum allowable monthly rent is detailed on Exhibit D, which is attached hereto and made a part hereof. However, if Unit 1 is financed under the Federal Low Income Housing Tax Credit (LIHTC) Program, maximum allowable rent shall be the maximum allowable rent under the Federal LIHTC Program during the applicable time period for that Program. Upon expiration of any affordability restrictions recorded in the Cumberland County Registry of Deeds under the Federal LIHTC Program, the provisions of Exhibit D shall apply to the 46 units in Unit 1 at 60% AMI, adjusted for family size, for the remainder of the 99-year period.

b. Unit 2 and 3.

- i. Unit 2 will include no less than 20 condominium units for home ownership in two buildings, one of which will be two stories and the other three stories, with a mixture of one- and three-bedroom units.
- ii. For a period of 99 years after Unit 2 has been completed, the units in Unit 2 will be affordable to, and will only be sold to, households earning less than or equal to 100% of AMI, adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area at a purchase price that is affordable, as that term is defined below. If, at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, “affordable” means that the percentage of income a household is charged in connection with its mortgage payment and other housing expenses, including utilities, shall not exceed 30% of the household’s gross income. These condominium units shall contain restrictive covenants in their deeds such that future sales will be subject to City approval and shall be based on the following criteria: Minimum household size allowed per unit and the formula for calculating maximum allowable purchase price is detailed on Exhibit D, which is attached hereto and made a part hereof.
- iii. Unit 3 will include no less than 42 affordable rental units, with a mixture of one-, two, and three-bedroom units in four three-story buildings.
- iv. In no event shall Units 2 and 3 combined include fewer than 12 two-bedroom units and 22 three-bedroom units.
- v. For a period of 99 years after Unit 3 has been completed, at least 9 units in Unit 3 shall be affordable to, and will only be rented to, households earning less than or equal to 50% of AMI, and 33 units in Unit 3 shall be affordable to, and will only be rented to, households earning less than or equal to 100% of AMI, adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, “affordable” means that the percentage of income a household is charged in rent and other housing expenses including utilities, shall not exceed 30% of the household’s gross monthly income, except as provided below if Unit 3 is financed with the LIHTC program. Minimum household size allowed per unit for 50% AMI and 100% AMI units and the formula for calculating maximum allowable monthly rent for the 100% AMI units is detailed on Exhibit D, which is attached hereto and made a part hereof. For the 50% AMI units, the maximum allowable rent shall be the maximum

allowable rent under the Federal LIHTC Program during the applicable time required by the Maine State Housing Authority. Upon expiration of any affordability restrictions recorded in the Cumberland County Registry of Deeds under the Federal LIHTC Program, the provisions of Exhibit D shall apply to the 42 units in Unit 3 at 60% AMI or 100% AMI depending on the specific unit restriction, adjusted for family size, for the remainder of the 99-year period.

c. **Option to Repurchase All or a Portion of the Premises.**

(i) If Buyer, its successors, assigns, or transferees commences no construction of any portion of the Project to be located on the Premises on or before June 15, 2024, the City shall have the right, but not the obligation, to repurchase the Premises and all improvements thereon (collectively, the “Property”) at the Purchase Price (the “Property Repurchase Price”) plus all commercially reasonable and documented, design, development, construction, and regulatory approval expenses (“Approved Expenses”) incurred by Buyer, or successors, to the date on which the City notifies Buyer, its successors or assigns, of its intent to exercise its option to repurchase the Property. The parties acknowledge and agree that the Approved Expenses are intended to include only costs incurred directly in connection with the development of the Property for documents, agreements, designs, plats, plans, approvals, and construction, the rights to which may be assigned or transferred to the City. In no event shall the **Approved** Expenses include salaries, developer fees, or the like paid by Buyer, its successors or assigns to their members, shareholders, partners, employees, or agents.

(ii) If Buyer conveys Unit 2 to a separate entity (the “Unit 2 Entity”) for purposes of that entity developing Unit 2, and the Unit 2 Entity fails to commence construction of Unit 2 by June 15, 2024 or fails to complete construction of Unit 2 on or before June 15, 2026, the City shall have the right, but not the obligation, to purchase Unit 2 and all improvements thereon for a price equal to Fifty Thousand Dollars (\$50,000) (the “Unit 2 Purchase Price”) plus Approved Expenses incurred by Buyer, or successors, for purposes of developing Unit 2 to the date on which the City notifies Buyer, its successors or assigns, of its intent to exercise its option to repurchase. Any conveyance of Unit 2 to the City will (i) be subject to any and all rights of the Unit 1 and Unit 3 owner pursuant to any condominium documents that affect or burden Unit 2, and (ii) include any and all rights of the Unit 2 Entity over Units 1 and 3 pursuant to any condominium documents.

(iii) If Buyer conveys Unit 3 to a separate entity (the “Unit 3 Entity”) for purposes of that entity developing Unit 3, and the Unit 3 Entity fails to commence construction of Unit 3 by November 21, 2024, or fails to complete construction of Unit 3 on or before December 15, 2026, the City

shall have the right, but not the obligation, to purchase Unit 3 and all improvements thereon for a price equal to Fifty Thousand Dollars (\$50,000) (the “Unit 3 Purchase Price”) plus Approved Expenses incurred by Buyer, or successors, for purposes of developing Unit 3 to the date on which the City notifies Buyer, its successors or assigns, of its intent to exercise its option to repurchase. Any conveyance of Unit 3 to the City will (i) be subject to any and all rights of the Unit 1 and Unit 2 owners pursuant to any condominium documents that affect or burden Unit 3 and (ii) include any and all rights of the Unit 3 Entity over Unit 1 and Unit 2 pursuant to any condominium documents.

(iv) If Buyer conveys Unit 1 to a separate entity (the “Unit 1 Entity”) for purposes of that entity developing Unit 1, and the Unit 1 Entity fails to commence construction of Unit 1 on or before June 15, 2024 or fails to complete construction of Unit 1 on or before June 15, 2026, the City shall have the right, but not the obligation, to purchase Unit 1 and all improvements thereon for a price equal to \$375,000 (the “Unit 1 Repurchase Price”) plus Approved Expenses incurred by Buyer, or successors, for purposes of developing Unit 1 to the date on which Unit 1 is conveyed to the City. Any conveyance of Unit 1 to the City will (i) be subject to any and all rights of the Unit 2 and Unit 3 owners pursuant to any condominium documents that affect or burden Unit 1 and (ii) include any and all rights of the Unit 1 Entity over Unit 2 and Unit 3 pursuant to any condominium documents.

(v) Any conveyance to the City pursuant to the City’s option to purchase shall be subject to all mortgages of record placed by Buyer, its successors and assigns, but only if such mortgages secure financing of the development of the Premises (the “Permitted Mortgages”). In the event that there are any Permitted Mortgages on the Property, or portion thereof, at the time City exercises its right to repurchase, the parties agree that the City shall have the option to pay the applicable Repurchase Price and Approved Expenses to the first priority mortgagee. City and its successors and assigns agrees to enter into such agreements on reasonable commercial terms as may be requested by the lenders and/or investors of Buyer, its successors and assigns, to provide such lenders or investors notice and cure rights. In furtherance, but not in limitation of the foregoing, as long as MaineHousing holds a Permitted Mortgage on the Premises, no notice given by the City to the Buyer, its successors and assigns under the City’s deed shall be valid unless and until a copy of the notice is given to MaineHousing at Maine Housing at Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Attn: Legal Department. MaineHousing shall have the right, but not the obligation, to cure any default or perform any obligation under the City’s deed for thirty (30) days beyond any period during which Buyer, its successors and assigns may cure any default or perform any obligation under the City’s deed. If the

City exercises any of the above right to purchase, Buyer or its successor shall convey the Property to the City, free and clear of all encumbrances other than the Permitted Mortgages and any utility easements granted by Buyers its successors and assigns, and assign to the City all contracts, plans, and other documents related to the design, construction, and regulatory approvals for the Project. The City agrees to make reasonable modifications to the provisions regarding the City's repurchase rights to facilitate mortgage and development financing for the Project. The rights to purchase shall be assignable by the City.

- d. For all purposes of this Section 11, construction will be deemed completed for a portion of the Project upon the issuance of a Certificate of Occupancy by the City for that portion. Upon termination of the City's option with respect to a portion of the Project, the City will, at the request of the Buyer, its successors and assigns execute and record an affidavit indicating that the City's option has terminated with respect to all or a portion of the Project. Notwithstanding anything else to the contrary in this Section 11, in the event that the City fails to give the notice exercising the City's option on or before the date that is 31 months after the Closing Date, then the City's option shall terminate automatically without the need for further writing or recording.
- e. Notwithstanding the above provisions, if after closing, Buyer, or its successors, assigns, or transferees determines that it is not feasible to develop the Property as a rental housing project using Maine State Housing Authority financing or as a cooperative leasing/ownership structure, Buyer may develop the Property using a different financing or leasing/ownership structure so long as the unit mix and affordability criteria provided in this Agreement are satisfied. If the Buyer or its successors does so within the time periods specified, the City shall not have the right to repurchase the Property.
- f. The provisions of this Section 11 will survive closing and will be included in greater detail in the City's deed to Buyer or in a declaration of covenants, conditions and restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds. The provisions of this Section 11 will also be included in the declaration, plats, and plans for the Dougherty Commons Condominium and the Unit 2 Condominium, as applicable.

5. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

6. Except as specifically amended hereby, the Agreement remains in full force and effect and the parties hereto ratify the terms and conditions of the Agreement. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by their duly authorized offices or representatives, on the day and year first written above.

CITY OF PORTLAND

WITNESS

Danielle P. West
Its City Manager

DOUGLASS COMMONS, LLC

WITNESS

By: _____
Printed Name: _____
Its _____

and

WITNESS

By: _____
Printed Name: _____
Its _____

Approved as to Form:

Corporation Counsel's Office

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 21st day of May, 2021 (the "Effective Date") by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "Seller" or "City"), and Douglass Commons, LLC, a Maine limited liability company having a mailing address as provided below (hereinafter referred to as "Buyer").

RECITALS

WHEREAS, the CITY is the owner of approximately 3.40 acres of land at or near 43 & 91 Douglass Street, Portland, Maine (the "Premises") and did advertise RFP #20067 dated April 10, 2020, entitled Request for Proposals for Disposition and Development of City-Owned Property Located at 43 and 91 Douglass Street, a copy of which is attached hereto as Exhibit A and incorporated herein (the "Request for Proposals") (the Premises is identified in the City's tax records as CBL 078 C002 and a portion of 078 B007 together with the 60 ft. wide proposed street situated between the two parcels, as is generally depicted on the Boundary Survey dated March 1, 2021 prepared by Owen Haskell, Inc. for The Szanton Company, a copy of which is attached as Exhibit B); and

WHEREAS, Buyer submitted a proposal dated June 15, 2020 in response to the Request for Proposals, a copy of which is attached hereto as Exhibit C and incorporated herein (the "Proposal"); and

WHEREAS, Buyer desires to purchase and develop the Premises, and the City desires to convey the Premises to Buyer, subject to the terms and conditions set forth herein.

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

1. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) (the "Purchase Price"), subject to the following cost adjustments and conditions:
 - a. Buyer shall deliver to the City the sum of Ten Thousand Dollars (\$10,000.00) (the "Deposit") within 3 business days after the full execution of this Agreement, which the City shall hold in a non-interest bearing account. The Deposit shall be governed by the terms and conditions of this Agreement and shall be fully refundable until the end of the Due Diligence Period as that term is defined below.
 - b. The Buyer shall pay the remainder of the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City) at closing.

3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. Buyer will have from the Effective Date until 4:00 PM Eastern Time on the day that is eighteen (18) months after the Effective Date (the “Due Diligence Period”) to complete any surveys, environmental review, inspections, and title examinations, and to obtain any zone change, site plan approval, and any other permits and regulatory approvals required for the Project. Buyer may, in its sole discretion, notify the City in writing that the Buyer elects to terminate the Due Diligence Period sooner and proceed to closing. Within ten days of the Effective Date, the City shall provide copies of, or reasonable access to, all known, non-confidential City files regarding the Premises, including without limitation title files.
- b. Property Description. The legal description of the Premises contained in the deed will be a survey description based upon a survey plan that will more specifically describe the Premises. The parties acknowledge and agree that the survey attached as Exhibit B is a preliminary draft prepared by Buyer and is subject to change after review, amendment, and approval by both parties. The City will notify Buyer of any objections to the survey within 30 days after the Effective Date. Within 10 days after receipt of any such objection, the Buyer will either provide the City with a revised survey addressing City’s objections to City’s satisfaction, or notify the City that Buyer will not change the survey, in which case the City, will have the right to terminate this Agreement, return the Deposit to Buyer, and neither party shall have any further obligation to the other. Upon City’s acceptance of the survey, Buyer will provide the City with a draft legal description for the Premises, which shall be based on the survey and be subject to the City’s review and approval. The survey and description of the Premises will be prepared by the Buyer at its sole expense. The parties will work together in good faith to complete their review and approval of the survey and legal description on or before the day that is 90 days after the Effective Date.
- c. Rezoning Contingency. Buyer proposes to obtain the Portland City Council’s approval to rezone the Premises (the “Rezoning Approval”) to increase residential density for its development of the Premises as described in the Proposal (the “Project”). The Buyer will be responsible for obtaining, at its sole expense, the Rezoning Approval and any other regulatory approvals required for the Project prior to Closing. Buyer may terminate this Agreement and receive a full refund of the Deposit if the Rezoning Approval is not received.
- d. Financing Contingency. The Buyer’s obligation to close is contingent on obtaining construction and permanent financing for the Project that the Buyer, in its discretion, determines is sufficient to put the Project on a sound financial footing. That financing is anticipated to include, but not be limited to, the following: (i) for the residential rental portion of the project an allocation of Federal low-income housing tax credits (“LIHTCs”), other

financing provided by Maine State Housing Authority ("MaineHousing") and affordable housing tax increment financing from the City including a Credit Enhancement Agreement and (ii) for the cooperative housing portion of the project permanent financing under the U.S. Department of Housing and Urban Development section 213 program and affordable housing tax increment financing from the City including a Credit Enhancement Agreement. Buyer may terminate this Agreement and receive a full refund of the Deposit if the financing contingency described above is not met during the Due Diligence Period.

- e. Title and Survey Objections. Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect insurability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record environmental, or survey matters first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- f. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- g. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements of record and easements described herein, including, without limitation, an easement to be reserved by, and in form and substance satisfactory to the City and Buyer, the City for access to, and maintenance, repair, and replacement of, the trail located between the Premises and the I-295 corridor; (ii) easements for utilities servicing the property, in form and substance satisfactory to the City and Buyer, including, without limitation, Unitil and sewer (iii) zoning ordinances, and (iv) real estate taxes not yet due and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to

the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine. The City shall provide a draft of the deed, and of any declaration of covenants and restrictions pursuant to section 11, to Buyer one month before the end of the Due Diligence Period, and the City and Buyer shall in good faith endeavor to agree on the form of the deed prior to the end of the Due Diligence Period.

- h. Existing Natural Gas Equipment and Easement. The City has informed Buyer that the City believes that all or a portion of the existing natural gas pipe and other equipment depicted on Exhibit B may be actually located outside of the easement provided by the City to Unitil. The City shall use best efforts to work with Unitil to resolve the actual location of the gas pipeline and equipment and amend the easement, if necessary, within three months of the Effective Date. If City is unable to amend the Unitil easement to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement as set forth in subsection (i) below.
- i. Buyer's Right to Terminate. The Buyer may terminate this Agreement at any time during the Due Diligence Period if, in the exercise of its sole discretion, it decides to not proceed with the Project by giving written notice of termination to the City in which case the City shall return the Deposit to Buyer and neither party shall have any further obligations to the other.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and

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

- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.
- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections; provided, however, the City hereby acknowledges and agrees Buyer shall have no obligation to clean-up, remove or take any other action with respect to any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

- 5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the tax year during which the closing occurs, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.
- 6. **DEFAULT AND REMEDIES.** Prior to Closing, in the event that Buyer defaults hereunder for a reason other than the default of the City, the City may terminate this Agreement and retain the Deposit, and neither party shall have any further obligation

to the other. In the event that Buyer defaults on any matters addressed in this Agreement that survive Closing, Seller may pursue all available legal and equitable remedies. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance or terminate this Agreement and elect in substitution therefor, as its sole remedy, the right to a return of the Deposit.

7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the Effective Date unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, obtain a return of the Deposit, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.
8. **PROPERTY SOLD "AS IS, WHERE IS."** Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
9. **ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City's release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer's successors, assigns, and transferees.
10. **CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer's counsel at a date and time specified by

two weeks' written notice from Buyer to the City on or before the day that is twenty (20) months after the Effective Date (the "Closing Date"). At the Closing:

- a. The City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the Purchase Price to the City.
- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting at Closing and executing documents on behalf of Buyer are authorized to do so.

11. BUYER'S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO

REPURCHASE PROPERTY. As set forth in the Proposal, the Project includes a rental housing project and a limited equity cooperative housing project (hereinafter referred to as the "Rental Housing Project" and the "Cooperative Housing Project," respectively). Within thirty-two (32) months of the Effective Date, Buyer shall commence construction of both the Rental Housing Project and the Cooperative Housing Project.

a. Rental Housing Project.

- i. The Rental Housing Project will consist of an apartment building including no less than 56 units, with a mixture of one-, two- and three-bedroom units. In no event shall the Rental Housing Project include fewer than 17 two-bedroom units and 10 three-bedroom units.
- ii. For a period of 99 years after the Rental Housing Project has been completed, at least 40 units in the Rental Housing Project shall be affordable to households earning less than or equal to 60% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in rent and other housing expenses including utilities, shall not exceed 30% of the household's gross monthly income, except as provided below if the Project is financed with the LIHTC program. Minimum household size allowed per unit and the formula for calculating maximum allowable monthly rent is detailed on Exhibit D, which is attached hereto and made a part hereof. However, if the Rental Housing Project is financed under the Federal Low Income Housing Tax Credit (LIHTC) Program, maximum allowable rent shall

be the maximum allowable rent under the Federal LIHTC Program during the applicable time period for that Program. Upon expiration of any affordability restrictions recorded in the Cumberland County Registry of Deeds under the Federal LIHTC Program, the provisions of Exhibit D shall apply to the Rental Housing Project for the remainder of the 99-year period.

b. Cooperative Housing Project.

- i. The Cooperative Housing Project will include at least 52 units, with a mixture of one-, two-, and three-bedroom units owned by a Limited Equity Cooperative Corporation (the "Co-op") and leased individually to the resident shareholders of the Co-op (the holding of a Co-op share and lease agreement together constituting a resident's "cooperative interest"). In no event shall the Cooperative Housing Project include fewer than 12 two-bedroom units and 22 three-bedroom units.
- ii. Upon the issuance of a certificate of occupancy for all or a portion of the Cooperative Housing Project, or at such earlier or later time as the Buyer, in its discretion, may determine, the Buyer shall convey the Cooperative Housing Project to the Co-op organized in accordance with the Maine Cooperative Affordable Housing Ownership Act, 13 M.R.S.A. §1741-1762, as may be amended or any successor provisions thereto (the "Act"). References below to particular provisions of the Act include any successor provisions to the provisions referenced.
- iii. Rent Restrictions. For a period of 99 years after the Cooperative Housing Project has been completed, all residential units in the Cooperative Housing Project shall be affordable to households earning less than or equal to 100% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If, at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in connection with (i) its cooperative interest and other housing expenses, including utilities, shall not exceed 30% of the household's gross monthly income or (ii) its rent and other housing expenses, including utilities, shall not exceed 30% of the household's gross income. Minimum household size allowed per unit and the formula for calculating maximum allowable purchase price and monthly rent is detailed on Exhibit D, which is attached hereto and made a part hereof.
- iv. Income Restrictions. Except as provided below regarding the initial sale of cooperative interests, a household may only purchase a cooperative interest in a unit or if its income is not more than 100% of the AMI, adjusted for family size, as published by the U.S. Department of Housing and Urban Development ("HUD") at the time of purchase. This income test will be used only at the time of the household's purchase. No income test shall apply for subsequent

transfers to family members (as reasonably defined by the Co-Op Entity) or to a cooperative membership interest which is inherited or transferred upon death to a beneficiary. At the time of the initial sale of cooperative membership interests in the Co-op, up to 20% of the cooperative membership interest may be sold to households earning up to 120% AMI. All subsequent sales must be to households earning no more than 100% of AMI.

- v. The articles of organization for the Co-op shall provide that in the event the Co-op shall be dissolved, its assets will be distributed in accordance with §1754 (6) of the Act. In such dissolution, the Co-Op's assets will be used first to pay all debts and other obligations of the Co-op, then to make any distributions to members required under the Co-Op's limited equity organizational documents, then any remaining balance shall be paid to the City or, at the Buyer's option with the consent of the City not to be unreasonably withheld, to another organization permitted under §1754 (6) of the Act.

c. **Option to Repurchase All or a Portion of the Premises.**

(i) If Buyer, its successors, assigns, or transferees commences no construction of any portion of the Project to be located on the Premises within 32 months of the Effective Date, the City shall have the right, but not the obligation, to repurchase the Premises and all improvements thereon (collectively, the "Property") at the Purchase Price (the "Property Repurchase Price") plus all commercially reasonable and documented, design, development, construction, and regulatory approval expenses ("Approved Expenses") incurred by Buyer, or successors, to the date on which the City notifies Buyer, its successors or assigns, of its intent to exercise its option to repurchase the Property. The parties acknowledge and agree that the Approved Expenses are intended to include only costs incurred directly in connection with the development of the Property for documents, agreements, designs, plats, plans, approvals, and construction, the rights to which may be assigned or transferred to the City. In no event shall the Approved Expenses include salaries, developer fees, or the like paid by Buyer, its successors or assigns to their members, shareholders, partners, employees, or agents.

(ii) If Buyer conveys a portion of the Property (the "Co-Op Site"), which conveyance may be by creating and conveying a land condominium unit, to a separate entity (the "Co-Op Entity") for purposes of that entity developing the Cooperative Housing Project, and the Co-Op Entity fails to commence construction of the Cooperative Housing Project within 32 months of the date of this agreement or fails to complete construction of the Cooperative Housing Project within fifty (50) months of the date of this agreement, the City shall have the right, but not the obligation, to purchase the Co-Op Site and all improvements thereon for a price equal to One Hundred Thousand Dollars (\$100,000) ("Co-Op Repurchase Price") plus Approved Expenses incurred by Buyer, or successors, for purposes of developing the Co-Op Site to the date on which the City notifies Buyer, its

successors or assigns, of its intent to exercise its option to repurchase. Any conveyance of the Co-Op Site to the City will (i) be subject to any and all rights of the Rental Housing Entity (defined below) or pursuant to any condominium documents that affect or burden the Co-Op Site and (ii) include any and all rights of the Co-Op Entity over the Rental Housing Site (as defined below) or pursuant to any condominium documents.

(iii) If Buyer conveys a portion of the Property (the "Rental Housing Site"), which conveyance may be by creating and conveying a land condominium unit, to a separate entity (the "the Rental Housing Entity") for purposes of that entity developing the Rental Housing Project, and the Rental Housing Entity fails to commence construction of the Rental Housing Project within 32 months of the date of this agreement or fails to complete construction of the Rental Housing Project within fifty (50) months of the date of this agreement, the City shall have the right, but not the obligation, to purchase the Rental Housing Site and all improvements thereon for a price equal to \$375,000 (the "Rental Housing Repurchase Price") plus Approved Expenses incurred by Buyer, or successors, for purposes of developing the Rental Housing Site to that the date on which the Property is conveyed to the City. Any conveyance of the Rental Housing Site to the City will (i) be subject to any and all rights of the Co-Op Housing Entity (defined below) or pursuant to any condominium documents that affect or burden the Rental Housing Site and (ii) include any and all rights of the Rental Housing Entity over the Co-Op Site (as defined below) or pursuant to any condominium documents.

(iv) Any conveyance to the City pursuant to the City's option to purchase shall be subject to all mortgages of record placed by Buyer, its successors and assigns, but only if such mortgages secure financing of the development of the Premises (the "Permitted Mortgages"). In the event that there are any Permitted Mortgages on the Property, or portion thereof, at the time City exercises its right to repurchase, the parties agree that the City shall have the option to pay the applicable Repurchase Price and Approved Expenses to the first priority mortgagee. City and its successors and assigns agrees to enter into such agreements on reasonable commercial terms as may be requested by the lenders and/or investors of Buyer, its successors and assigns, to provide such lenders or investors notice and cure rights. In furtherance, but not in limitation of the foregoing, as long as MaineHousing holds a Permitted Mortgage on the Premises, no notice given by the City to the Buyer, its successors and assigns under the City's deed shall be valid unless and until a copy of the notice is given to MaineHousing at Maine Housing at Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Attn: Legal Department. MaineHousing shall have the right, but not the obligation, to cure any default or perform any obligation under the City's deed for thirty (30) days beyond any period during which Buyer, its successors and assigns may cure any default or perform any obligation under the City's deed. If the City exercises any of the above right to purchase, Buyer or its successor

shall convey the Property to the City, free and clear of all encumbrances other than the Permitted Mortgages and any utility easements granted by Buyers its successors and assigns, and assign to the City all contracts, plans, and other documents related to the design, construction, and regulatory approvals for the Project. The City agrees to make reasonable modifications to the provisions regarding the City's repurchase rights to facilitate mortgage and development financing for the Project. The rights to purchase shall be assignable by the City.

(v) Buyer anticipates that the Co-Op entity will grant a mortgage on the Co-Op Site to a lender or investor to finance the purchase of the Co-Op Site and preconstruction development costs including the Co-Op's \$100,000 portion of the acquisition price, Approved Expenses and related customary and commercially reasonable financing costs (such financing is referred to as the "Pre-Development Mortgage Loan"). Buyer, for itself, its successors, and assigns, including the Co-Op Entity, agrees that it will not encumber the Co-Op Site with mortgages other than the mortgage securing Pre-Development Mortgage Loan and that such mortgage shall not exceed in the aggregate the Co-Op Pre-Development Appraised Value (as defined below) at any time prior to the closing of the full construction financing for the Cooperative Housing Project (the "Co-Op Construction Loan Closing"). Prior to the Co-Op Construction Loan Closing, notwithstanding any other provision of this Agreement, the total amount that the City is required to pay to repurchase the Co-Op Site upon exercise of its option as provided above, including Approved Expenses, shall be limited to the then-outstanding balance of the mortgage securing the Pre-Development Mortgage Loan.

The term "Co-Op Pre-Development Appraised Value" means the appraised value of the Co-Op Site as determined by an appraisal, made in accordance with all applicable professional standards, obtained by the lender making the pre-development mortgage loan to the Co-Op entity. The Co-Op entity agrees to provide a copy of that appraisal to the City prior to entering into such mortgage loan.

The provisions of this Section 11(c)(v) shall cease to apply as of the Co-Op Construction Loan Closing.

- d. For all purposes of this Section 11, construction will be deemed completed for a portion of the Project upon the issuance of a Certificate of Occupancy by the City for that portion. Upon termination of the City's option with respect to a portion of the Project, the City will, at the request of the Buyer, its successors and assigns execute and record an affidavit indicating that the City's option has terminated with respect to all or a portion of the Project. Notwithstanding anything else to the contrary in this Section 11, in the event that the City fails to give the notice exercising the City's option on or before the date that is 31 months after the Closing Date, then the City's

option shall terminate automatically without the need for further writing or recording.

- e. Notwithstanding the above provisions, if after closing, Buyer, or its successors, assigns, or transferees determines that it is not feasible to develop the Property as a rental housing project using Maine State Housing Authority financing or as a cooperative leasing/ownership structure, Buyer may develop the Property using a different financing or leasing/ownership structure so long as the unit mix and affordability criteria provided in this Agreement are satisfied. If the Buyer or its successors does so within the time periods specified, the City shall not have the right to repurchase the Property.
- f. The provisions of this Section 11 will survive closing and will be included in greater detail in the City's deed to Buyer or in a declaration of covenants, conditions and restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds.

- 12. **ENTIRE AGREEMENT.** This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.
- 13. **NON-WAIVER.** No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- 14. **HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
- 15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
- 16. **TIME.** The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
- 17. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

18. NOTICE. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after the notice is delivered to an overnight delivery service with delivery confirmation, addressed to the recipients at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE CITY: City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR BUYER: Douglass Commons LLC
c/o The Szanton Company
482 Congress, Suite 203
Portland, ME 04101

And to:

Maine Cooperative Development Partners, LLC
c/o Brian Eng
6 City Center, Fl. 3
Portland, ME 04101

With a copy to: John S. Kaminski
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101

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

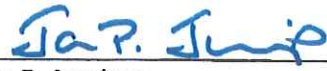
20. BROKERS. The City and Buyer each represent and warrant that they have not dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

21. **RECITALS INCORPORATED BY REFERENCE.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by their duly authorized offices or representatives, on the day and year first written above.


WITNESS

CITY OF PORTLAND


Jon P. Jennings
Its City Manager


WITNESS

DOUGLASS COMMONS, LLC

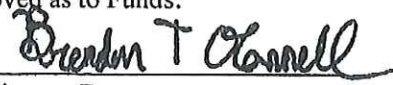
By: 
Printed Name: Nathan S. Szanton
Its Manager

Approved as to Form:


City Corporation Counsel's Office

and
By: 
Printed Name: Brian Eng
Its Manager

Approved as to Funds:


City Finance Department

**FIRST AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT is effective as of November 20, 2022 by and between the CITY OF PORTLAND, a body politic and corporate with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (“Seller” or “City”) and DOUGLASS COMMONS, LLC a Maine limited liability company having a mailing address of Douglass Commons LLC, c/o The Szanton Company, 10 Free Street, Third Floor, Portland, Maine 04101 (“Buyer”).

WHEREAS, City and Buyer entered into a Purchase and Sale Agreement dated May 21, 2021 (the “Agreement”) with respect to certain real property located at or near 43 & 91 Douglass Street as more fully described in the Agreement; and

WHEREAS, City and Buyer wish to amend the Agreement to extend the Due Diligence Period and the Closing Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The end of the Due Diligence Period, which, pursuant to Section 3 (a) of the Agreement, is November 21, 2022, is hereby extended to February 21, 2023.
3. The opening paragraph in section 10 of the Agreement is hereby deleted and replaced with the following:

CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer’s counsel at a date and time specified by two weeks’ written notice from Buyer to the City on or before November 21, 2023 (the “Closing Date”). At the Closing:

4. The opening paragraph in section 11 of the Agreement is hereby deleted and replaced with the following:

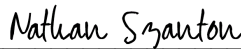
BUYER’S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO REPURCHASE PROPERTY. As set forth in the Proposal, the Project includes a rental housing project and a limited equity cooperative housing project (hereinafter referred to as the “Rental Housing Project” and the “Cooperative Housing Project,” respectively). On or before November 21, 2024, Buyer shall commence construction of both the Rental Housing Project and the Cooperative Housing Project.

5. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first set forth above.

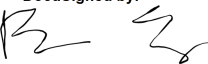
DOUGLASS COMMONS, LLC

WITNESS

DocuSigned by:


By: Nathan Szanton
Its: Manager

WITNESS

DocuSigned by:


By: Brian Eng
Its: Manager

CITY OF PORTLAND

WITNESS

DocuSigned by:


Danielle P. West
Its: Interim City Manager

Approved as to Form:

DocuSigned by:


3BDA6A4DE55B4E1...
Corporation Counsel's Office

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 2, 2023

SUBJECT: Order 67-23/24 Order Accepting and Appropriating Asset Forfeiture Funds to the Portland Police Department - 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

The Portland Police Department assisted with a multi-year Federal investigation which resulted in a 2017 arrest and significant asset forfeitures under the Department of Justice and the Department of the Treasury Asset Forfeiture Programs. These programs are, first and foremost, law enforcement programs and funding must only be used by the local law enforcement agency within specific permissible uses. This action accepts and appropriates \$875,000 in asset forfeiture funding and appropriates it towards \$875,000 of permissible uses.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appropriation of Asset Forfeiture Funds at PD 11.13.2023

Prepared by:

Date: 11/02/2023

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 ASSET FORFEITURE FUNDS TO THE
PORTLAND POLICE DEPARTMENT**

ORDERED, that funds ~~related~~ in the amount of \$825,000 from the United States Department of Justice and the Department of the Treasury Asset Forfeiture / Equitable Sharing Programs are hereby accepted and that amount appropriated towards permissible law enforcement programs and projects noted below; and

BE IT FURTHER ORDERED, that \$350,000 is appropriated towards recruitment and retention efforts for the Department; and

BE IT FURTHER ORDERED, that \$225,000 is appropriated towards repairs and improvements required at the 109 Middle Street Department headquarters; and

BE IT FURTHER ORDERED, that \$175,000 is appropriated towards minor capital and personal protective equipment; and

BE IT FURTHER ORDERED, that \$50,000 is appropriated- towards law enforcement training and education;~~towards minor capital and personal protective equipment;~~ and

BE IT FURTHER ORDERED, that \$25,000 is appropriated towards support of community based organizations; and

BE IT FURTHER ORDERED, that if the actual cost of any category of appropriation differs from the estimated costs listed above, whether due to completion, delay or abandonment of the project or for any other reason, the ~~Director of Finance~~ City Manager is authorized, in ~~his-her~~ discretion in consultation with the Director of Finance, to reallocate the other funds appropriated therefore to any other category listed or any other project City Council has approved or may in the future approved with asset forfeiture funds.

MEMORANDUM
City Council Agenda Item

FROM: Anne Torregrossa
DATE: November 9, 2023
SUBJECT: Order 69-23/24 Approving the One-Year Extension of the Collective Bargaining Agreement with the Portland Police Superior Officers Association - 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**

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: Yes

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

I. SUMMARY

II. AGENDA DESCRIPTION

This item extends the negotiated collective bargaining agreement between the City and the Portland Police Superior Officers Association (“PPSOA”) which is set to expire on December 31, 2023. The proposed agreement would extend the collective bargaining agreement for one (1) year and provide a four (4%) percent increase to superior officers effective July 7, 2024. This proposal is presented after previously receiving guidance from the City Council in executive session and after having been approved by the PPSOA.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

The fiscal impact of this proposal is an estimated \$190,000 increase in expenses within the FY25 budget to cover the 4% increase in wages. This increase will continue into FY26 as well.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Police Superior Officers Association One-Year Extension 11.13.2023
2. Fiscal Impact Note Template - SOA - Fiscal Impact Note

Prepared by:
Anne Torregrossa

Date: 11/09/2023

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 ONE-YEAR EXTENSION OF
THE COLLECTIVE BARGAINING AGREEMENT
WITH THE PORTLAND POLICE SUPERIOR
OFFICERS ASSOCIATION**

ORDERED, that the current Collective Bargaining Agreement with the Portland Police Superior Officers Association effective July 1, 2021 through December 31, 2023 be extended through December 31, 2024, as set forth in substantially the form of the document attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said document and any other related documents necessary or convenient to carry out the intent of this order.

Formula for New Program Costing on Tax Rate

1) FY24 Valuation:	14,879,000,000	\$14,879,000
2) FY24 Tax Rate (Total City & School): <u>Levy / (Valuation/1000)</u>		<u>\$14.41</u>
(a) FY24 Tax Rate (City):		<u>\$6.34</u>
(b) FY24 Tax Rate (County):		\$0.62
(c) FY24 Tax Rate (School):		\$7.45
3) FY24 Value of \$0.01 of Tax Rate (Total City & School):		\$148,790

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
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$190,000		\$199,500
ADD: NEW ITEM ANNUAL REVENUE LOSS		\$0		\$0		\$0
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$190,000	\$190,000	\$199,500	\$199,500
New Program Impact to the Tax Rate	\$0.00	\$0.00	\$0.01	\$0.01	\$0.01	\$0.01
New Program % Impact on Tax Rate	0.0000%	0.0000%	0.2014%	0.0886%	0.2115%	0.0930%
Tax Rate Including New Program	\$14.41	\$14.41	\$14.42	\$14.42	\$14.42	\$14.42

The fiscal impact of this proposal is an approximately \$190,000 increase in expenses within the FY25 budget to cover the 4% in wages. This increase will continue into FY26 as well.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 31, 2023

SUBJECT: Order 68-23/24 Amendment to Portland City Code Chapters 17, 18, and 25 re:
Camping and Loitering on Public Property - Sponsored by Roberto Rodriguez,
Councilor, and Anna Trevorow, Councilor

SPONSOR: Councilor Roberto Rodriguez and Councilor Anna Trevorow

(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: 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: N/A

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order includes amendments proposed by Councilors Anna Trevorow and Roberto Rodríguez to Chapters 17, 18, and 25 of the City Code that would create a temporary exception to the City's prohibition on camping and loitering on City property and would allow unhoused people to camp on certain public property from the effective date of the amendments to April 30, 2024. The amendments do not allow camping in certain specified locations, including downtown streets or sidewalks, playgrounds, City Hall Plaza, Monument Square, and within 250 feet of schools.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

As of November 8, 2023, staff are evaluating the fiscal impact of this proposal and plan to include their findings by Monday, November 13.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis will be presented in backup materials, including memos.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Camping and Loitering on Public Property 11.13.2023
2. Staff Feedback re Order 68
3. Public Comment - Order 68

Prepared by:

Date: 10/31/2023

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 CHAPTERS 17, 18, AND 25
RE: CAMPING AND LOITERING ON PUBLIC PROPERTY**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*1. That Section 17-1 is hereby amended, which said section
reads as follows:*

Sec. 17-1. Loitering.

(a) The following definitions shall apply in this section:

...

(d) Notwithstanding anything to the contrary in this section 17-1, until April 30, 2024, unless otherwise prohibited by law, it shall not be unlawful for an unhoused person living in the city to camp, sleep, sit, and otherwise loiter in any public place, except that camping shall remain unlawful in the following public places: (1) on or within 250 feet of any school building; (2) within a playground, provided that this exception is limited to the perimeter of the playground and does not include any surrounding or adjacent public place; (3) Monument Square and City Hall plaza; and (4) all public streets, public highways, and public sidewalks in the Portland Downtown District. It shall also remain unlawful to camp or otherwise loiter in such a manner as to: (1) obstruct any public street or public highway by preventing the passage of vehicles or traffic or that may impede the city's repair, maintenance, or snow removal; (2) obstruct any public sidewalk or trail such that less than five feet of open space on the sidewalk or trail remains for passage by pedestrians; or (3) prevent ingress and egress to or from any public building, or business facing or fronting on any public street, public highway, public sidewalk, or any other public place. For purposes of this subsection, the terms camp and camping refer to activity by unhoused people who use tents,

tarps, wooden pallets, sleeping bags, blankets, boxes, carts, and other non-structural equipment to create shelter for sleeping and other life-sustaining conduct in public places. The provisions of this subsection (d) shall automatically expire at 11:59 p.m. on April 30, 2024, and the clerk shall delete this subsection from this section at that time.

2. *That Sections 18-18 is hereby amended, which said section read as follows:*

Sec. 18-18. Loitering in parks.

Except as provided below for Tommy's Park and Post Office Park, no person shall stop, loiter, be or remain in any of the parks of the city or in any of the paths, drives, streets, boulevards or roadways of the parks between the hours of 10:00 p.m. and 6:30 a.m. of the day immediately following, except for the purpose of traveling across or through such parks; nor shall any person park an automobile and remain therein between the hours of 10:00 p.m. and 6:30 a.m. of the day immediately following on any of the drives, streets, boulevards, promenades or roadways within the parks of the city, unless said person or persons has the prior written authorization of the city manager to be in said park or parks or their drives, streets, boulevards, promenades or roadways during the aforementioned hours.

No person shall stop, loiter, be or remain in Tommy's Park or Post Office Park or in any of the paths of these two parks between the hours of 1 a.m. and 6:30 a.m. on any given day, except for the purpose of traveling across or through such parks.

Notwithstanding anything to the contrary in this section 18-18, until April 30, 2024, unless otherwise prohibited by law, unhoused people living in the city shall be permitted to camp, sleep, stop, loiter, and otherwise remain in any parks of the city, through all hours of the day, except (1) in any city playground, including, without limitation, Adams School Playground, Breakwater Playground and Fields, Clark Street Playground, Deering Oaks Playground, Dougherty Field Playground, Fox Field Playground, Great Diamond Island Playground, Heseltine Playground, Kiwanis Pool Playground, Marada Adams Playground, Munjoy South Playground, Nathan Clifford Playground, Payson Playground, Penny's Park, Peppermint Playground, Pleasant Street Playground, Stone Street (Bayside) Playground, Stroudwater Playground, South Street Playground, Tate/Tyng Playground, Taylor Street Playground, and Wills Playground, provided that

this exception is limited to the perimeter of the playground and does not include any surrounding or adjacent public place, as defined in Section 17(a)(2). It shall also remain unlawful to camp in any school playground and fields, including, without limitation, Cliff Island Playground, East End School Playground and Fields, Rowe School Playground and Fields, Longfellow Playground and Fields, Lyseth/Lyman Moore Playground and Fields, Ocean Avenue Playground and Fields, Peaks Island Playground and Fields, Presumpscot Playground and Fields, Reiche Playground and Fields, and Talbot School Playground and Fields. Unhoused people living in the city shall also be permitted to stay in a parked vehicle on any drives, streets, boulevards, promenades, or roadways in any parks of the city, except for Clark Street Playground, Marada Adams Playground, Monument Square, Munjoy South Playground, Pleasant Street Playground, South Street Playground, and Tate-Tyng Playground, between the hours of 10:00 p.m. and 6:30 a.m. of the day immediately following so long as the vehicle does not obstruct the passage of vehicles, traffic, or pedestrians over such drives, streets, boulevards, promenades, or roadways and does not impede the city's repair, maintenance, or snow removal, in such places. It shall remain prohibited for unhoused people living in the city to camp, sleep, stop, loiter, stay in a parked car, or otherwise remain in any city playground, including, without limitation Clark Street Playground, Marada Adams Playground, Munjoy South Playground, Pleasant Street Playground, South Street Playground, and Tate-Tyng Playground. For purposes of this paragraph, the terms camp and camping refer to activity by unhoused people who use tents, tarps, wooden pallets, sleeping bags, blankets, boxes, carts, and other non-structural equipment to create shelter for sleeping and other life-sustaining conduct in public places. The provisions of this paragraph shall automatically expire at 11:59 p.m. on April 30, 2024, and the clerk shall delete this paragraph from this section at that time.

3. *That Sections 25-26 is hereby amended, which said section read as follows:*

Sec. 25-26. Required.

(a) No person shall place or cause to be placed in or on, or shall suspend over any street, way or public place in the city any article or thing whatsoever, including but not limited to portable sidewalk signs, except under a duly authorized permit therefor issued pursuant to the provisions of this division.

Except during declared festivals or other approved events

that require a sidewalk occupancy permit under this section, this section shall not apply to a table or other structures used by (1) street artists to create or sell works of art, or (2) individuals who set up a table and/or chairs in compliance with chapter 19, article II, sec. 19-24 subparagraph (a)(1),(2),(5) and (6), to engage in an activity other than commercial speech, protected by the first amendment to the United States and Maine Constitution including but not limited to the distribution of political or religious literature, or the gatherings of signatures on petitions.

Furthermore, until April 30, 2024, the requirement for a permit under this subsection (a) shall not apply to unhoused individuals living in a public place in the city in accordance with the provisions of chapter 17, sec. 17-1(d) and chapter 18, section 18-18, who use tents, tarps, wooden pallets, sleeping bags, blankets, boxes, carts, and other non-structural equipment to create shelter for sleeping and other life-sustaining conduct in public places. The provisions of this paragraph shall automatically expire at 11:59 p.m. on April 30, 2024, and the clerk shall delete this paragraph from this subsection at that time.

...

City of Portland | Executive Department

Danielle P. West, *City Manager*



To: Mayor Kate Snyder and Members of the City Council

From: Danielle P. West, City Manager

Date: November 8, 2023

Re: Staff Feedback on Order 68

As you know, City staff usually provide feedback and recommendations regarding policies under consideration by the City Council. This is especially true when a proposed policy may significantly impact City operations, carry a significant and unanticipated cost, or is related to a subject matter in which staff have expertise.

Order 68, which proposes to allow camping in public spaces, with few exceptions, until April 30, 2024, is likely to have far-reaching impacts on City operations and staff, as well as the general public. Enclosed are memos identifying issues and providing staff feedback on the proposal as written, respectfully submitted for the Council's consideration. A summary of each departments' concerns are as follows:

Department of Health & Human Services

- Increased risk of transmission of infectious diseases for unhoused individuals and City staff;
- Public health consequences related to exposure to the elements and extreme weather conditions;
- Lack of easy access to healthcare and other essential services for unhoused population;
- Exposure to violence and discrimination; and
- Other unsafe conditions (as a result of unsafe heating solutions and fire hazards).

Department of Parks, Recreation and Facilities

- Degradation of and long-term damage to public spaces;
- Significantly limits the general public's access to public spaces, including parks and plazas, as a result of increased public health and safety hazards related to encampments; and
- Creates hazardous working conditions for staff.

Department of Public Works

- As written, the order would allow camping on the roadway and sidewalk during the winter, so long as vehicles and pedestrians were not obstructed. Maintaining navigable roads for the safe passage of vehicles, however, may be challenged as a result of any camping activity, thereby putting drivers and the general public at risk. In addition, snow removal

operations may put unhoused individuals (located at a campsite/encampment on a roadway or sidewalk) at significant risk.

Police Department

- Safety hazards related to camping on sidewalks and other locations;
- Safety hazards for unhoused individuals, City staff, and pedestrians related to winter operations required for street and sidewalk maintenance;
- Increase in calls for service related to camping in close proximity to places of business/residences/parks/etc.; and
- Increase in exposure to hazards by emergency responders, due to an increase in calls for service and exposure to public health hazards observed at encampments.

Department of Housing & Economic Development

- Staff cite specific hazards related to unhoused individuals on the waterfront, resulting from flooding risks, extreme weather, and drowning.
- The negative impact of encampments on the waterfront economy includes health hazards, impacts on the seafood industry workforce, an increase in thefts and other issues related to business security, and impacts on businesses dependent on the tourism economy.
- In general, staff also express concerns about impacts to business safety and security, as well as the health of the business economy if encampments in close proximity to businesses deter customers.

Lastly, we recommend that the Council consider the fiscal impact of these proposals (see attached fiscal note, which will be added to the Council agenda packet on Monday 11/13), as well as the impact of this proposal on the continued efficacy of the City's Encampment Crisis Response Team (ECRT).

With regard to the ECRT, it is important to remember that it was established and based on the mindset that everyone deserves the right to shelter and housing. In fact, it was specifically formed to support the enforcement of existing City ordinances, and is activated when an encampment has been identified as hazardous and requires removal. Prior to a hazardous encampment's resolution, the ECRT works transition unhoused individuals at the encampment to shelter or housing. City leadership responsible for ECRT operations, have repeatedly advised that the scheduled resolution of an encampment is vital to its effectiveness, helping to motivate some individuals experiencing homelessness to consider and explore alternatives such as emergency shelter and housing. In the absence of scheduled encampment resolution dates, the goal of the ECRT would not be achievable.

Consequently, if this proposed ordinance were to pass (and in recognition of the many other responsibilities of City staff), it would be important to consider whether continuation of the ECRT model is the best use of limited City resources.

City of Portland | Parks, Recreation and Facilities

Ethan Hipple, *Director*



To: Danielle P. West, City Manager

CC: Mayor Kate Snyder and Members of the Portland City Council

From: Ethan Hipple, Director, Parks, Recreation and Facilities

Date: November 8, 2023

Re: Staff Feedback on Order 68-23/24 (allowing camping in public spaces)

I am writing to provide perspective and recommendations from the Parks, Recreation, and Facilities (PRF) Department on the proposed ordinance changes to Chapters 17, 18, and 25, which would permit camping in all public spaces, with very few exceptions.

From the PRF Department's perspective the proposed ordinance changes, if passed, would result in the degradation and long term damage of public spaces, decrease ADA accessibility and safe pedestrian transportation, and lower the overall quality of life in Portland. The proposed changes will also prolong inhumane and dangerous living conditions for the unhoused, and hazardous working conditions for City staff.

Allowing encampments is strongly discouraged by local and national thought leaders. In October 2023, Maine's Statewide Homelessness Council published a position statement that says:

Encampments, and services that formalize, endorse, or prolong encampments themselves, are counter to Maine's strategy of ending homelessness. Homeless Encampments promote isolation and create barriers to outreach support. The SHC will not encourage or support municipalities in creating encampments. It is not a best practice, and the bar should be higher.

It may take multiple years to solve the homelessness crisis we find ourselves in, but in the meantime, the public deserves access to safe, clean, and welcoming parks. City of Portland playgrounds, cemeteries, community gardens, and athletic facilities should be available and welcoming to *everyone*. Portlanders of all backgrounds use these spaces for mental health, play, sports and exercise, culture and events, alternative transportation, food security, and most importantly, to connect as a community. As we have seen in Portland and elsewhere around the country, entrenched encampments are incompatible with the safe and healthy use of a park by all populations.

Restricting the enforcement of City ordinances and allowing camping on public property as a means of addressing homelessness has proven disastrous in many other cities. The leaders of municipalities that had at first taken this approach (including Portland, OR, San Francisco, Denver, and others) are now reversing course and working to increase enforcement efforts so that these cities remain livable and sustainable for all, as well as to better motivate individuals experiencing homelessness to accept services.

I urge the Council to maintain clear boundaries regarding the use of public space so that it is protected for everyone's use and enjoyment, and prevents the creation of a dangerous alternative to shelter during the coldest months of the year.



To: Danielle P. West, City Manager
CC: Mayor Kate Snyder and Members of the Portland City Council
From: Alfredo Vergara, HHS Public Health Director
Date: November 8, 2023
Re: Public Health Feedback on Order 68-23/24 (allowing camping in public spaces)

If passed, Order 68 would allow camping in public areas through April 30, 2024, with some remaining restrictions to include passability on sidewalks and public ways, as well as maintaining some restricted areas, such as school zones, playgrounds, City Hall Plaza and Monument Square.

The health risks of homeless encampments affect primarily the **residents** of the camps but there can also be increased public health and public safety risks. Those risks include:

- Increased transmission of **infectious diseases**, e.g., HIV/HepC, HepA, TB, COVID, typhus, flu, and others – a bigger hazard to unsheltered folk with poor or complicated health conditions.
 - Hazards from dirty needles are particularly important for these populations, as transmission of Hepatitis C and HIV are a big issue for people who use injection drugs.
 - TB transmission, in addition to cold and flu, is also a hazard due to spending a lot of time in close quarters where someone who is infected can spread TB to others.
 - Lack of basic conditions to be healthy, such as water, sanitation and food can increase risks to those living in the encampment.
 - Potential transmission of vector borne diseases from rodents, birds, lice, ticks and other insects.
 - Lack of water and human waste disposal can result in outbreaks of certain infections for example, Hepatitis A. There are other less common infectious diseases that are also spread by contamination (fecal – oral) of food and personal utensils.
 - Lack of waste removal and disposal attracts rodents, lice, and other infestations, and these carry infectious diseases that can be transmitted to humans, e.g., Dengue fever, West Nile Virus, Lyme disease, Typhus, and others.
- Exposure to the elements and **extreme weather conditions**.
- Lack of easy **access to healthcare** and other services including mental health services.
- Exposure to **violence and discrimination**.

- General unsafe conditions, e.g., heating solutions for the winter months and **fire hazards**.

Since the aforementioned infectious diseases require close physical proximity or even sexual contact to get transmitted from person to person, the public health risk to the general population is substantially lower than the risk to individuals experiencing homelessness. However, there could be greater infectious disease risk associated with encampments located in high traffic locations. In addition, first responders and service providers that interact with unhoused individuals on a regular basis may be at greater risk for exposure to infectious disease.

As the largest public health risks in encampments revolve around infectious disease and other hazards resulting from poor hygiene, and due to the inability to provide sufficient services and resources to mitigate these issues, it is the public health recommendation to not move forward with the current proposed ordinance changes.

City of Portland | Police Department
Mark Dubois, *Police Chief*



To: Mayor Snyder and Members of the Portland City Council
CC: Danielle P. West, City Manager
From: Mark Dubois, Police Chief
Date: November 8, 2023
Re: Feedback on Order 68-23/24 (allowing camping in public spaces)

On behalf of the Portland Police Department, I am writing to provide feedback on the proposed changes to Chapters 17, 18, and 25 of the Portland City Code, which would allow camping in public places, with few limitations, until April 30, 2024.

From a public safety perspective, the proposed changes are likely to have a number of negative consequences. The proposed amendment to Chapter 17, which would permit camping/loitering on sidewalks (among other locations), creates a significant risk of hazard to both campers and pedestrians trying to navigate the city's sidewalks. Despite the provision for a clearance, it is likely that pedestrians would step into the roadways to avoid tripping over or stepping on a person or personal belongings on the sidewalk. This then would create a hazard for the camper, for the pedestrian, and for drivers, who may take evasive action to avoid striking someone on foot. Additionally, it would require officers to identify violators on a daily basis throughout the city and have them relocate. Experience tells us these violators are likely to relocate in a similar manner, causing a hazardous condition in another location.

Moreover, with the advent of winter and the certainty of snow falling on our roadways, allowing camping/sleeping on sidewalks would create additional hazards: for campers themselves when snow is plowed from the roadways onto sidewalks, for City staff tasked with removing snow and salting and/or sanding sidewalks to provide safe passage for pedestrians, and for pedestrians, who will face additional slip-and-fall hazards from having to navigate snowy, icy sidewalks while avoiding unhoused individuals and their personal property

Furthermore, the proposed Chapter 17 amendment, as written, would allow camping/sleeping/loitering in "the front or immediate area of any store, shop, restaurant, tavern or other place of business..." (City Code Sec. 17-1(a)(2)). Allowing these activities in such close proximity to businesses would invite negative interactions between campers, business owners, and patrons, and a drastic increase in calls for service related to activities frequently associated with encampments. Under current conditions, the Police Department responds to multiple such calls daily; those calls are certain to increase if the proposed amendments were enacted and camping is allowed in such close proximity to local businesses. Additionally, the businesses' ability to remain open, to provide products and services, and to pay their staff are likely to be negatively impacted.

Enactment of the proposed amendments would also create an inherent conflict for law enforcement officers in Portland, who swear an oath to uphold not only the City's ordinances, but the laws of the State of Maine and of the United States. The proposed amendment to Chapter 17 that would allow camping/sleeping/loitering on sidewalks would arguably be at odds with the state's prohibition on Obstructing a Public Way (17-A M.R.S. § 505), which is a Class E crime. There are also Maine statutes and Portland city ordinances requiring vehicles to be registered, which could be implicated when allowing people to reside in their vehicles on Portland streets for extended periods. [29-A M.R.S. § 351; Portland City Schedule of Violations and Waiver Fees: 19]

The public health hazards observed at large encampments are likely to increase as a result of the passage of these proposed amendments. Not only do they pose risks for unhoused individuals, but they put emergency responders at additional risk during their engagement with unhoused individuals at these encampments. Officers must take universal precautions when interacting with unhoused individuals at various encampments due to communicable diseases such as Hepatitis A, which had a significant spread within the Marginal Way and Commercial Street encampments. Also a consideration for officers responding to calls for service is the presence of fecal matter. With limited or no restroom facilities around these encampments, these conditions create significant health hazards for unhoused individuals and first responders daily.

City of Portland | Public Works

Michael Murray, *Director*



To: Danielle P. West, City Manager

CC: Kate Snyder, Mayor, and Members of the Portland City Council

From: Michael Murray, Director of Department of Public Works

Date: November 7, 2023

Re: Staff Feedback on Order 68-23/24 (allowing camping in public spaces)

The Department of Public Works (DPW) has reviewed the proposed amendments to Chapters 17 & 25. After review, staff has strong concerns regarding the likelihood of public safety hazards as a result of allowing camping on streets and sidewalks.

As written, proposed amendments to Sec. 17-1 would allow camping on the public right of way as long as vehicle passage is not obstructed. The public right of way consists of both the improved travel way for vehicles of transport (automobiles, commercial vehicles, buses, bicycles, etc.), as well as separate pedestrian facilities such as sidewalks. The proposed ordinance change, as written, would allow camping in both the vehicle corridor and the pedestrian corridor so long as camping does not obstruct passage of vehicles in the established vehicle corridor, and as long as the sidewalk allows a 4' passage for pedestrians.

Portland, ME averages 62.5 inches of snowfall each year. In order to make travel possible for the public, DPW is charged with clearing the streets of snow, as well as the sidewalks of the Downtown District. The entire right of way, outside of the travel lane, is needed to store plowed snow from streets and sidewalks. The additional obstacle of campsites along the



right of way would limit DPW operators' ability to remove snow and maintain navigable roads for drivers and pedestrians; travel lanes would be narrowed, creating a significant threat of injury or death to persons in the campsites/encampments over the course of plowing events.

Additionally, as a part of the contract between the City of Portland and Portland Downtown, DPW is responsible for the plowing and removal of snow on Portland Downtown sidewalks and streets. The minimum width of a DPW sidewalk tractor blade/blower is 54", and when combined with snow banks created by street plows, does not allow room for obstacles/obstructions along the sidewalk corridor. The same types of hazards, described above, apply equally to campsites on sidewalks as do hazards in the traveled roadways.



In summary, for the reasons stated above, DPW does not recommend that the proposed amendments be passed, due to the unintended consequences and potential public safety hazards presented to occupants of the campsites/encampments, as well as the traveling public, especially during the winter months.

City of Portland | Housing & Economic Development Department

Mary Davis, *Interim Director*



To: Mayor Kate Snyder and Members of the City Council

CC: Danielle P. West, City Manager

From: Mary Davis, Interim Director, Housing and Economic Development Department; Bill Needelman, Waterfront Coordinator

Date: November 8, 2023

Re: Feedback on Order 68-23/24

Introduction

Staff in the Housing & Economic Development Department have reviewed the draft ordinance changes that would allow expansion of sidewalk and public open space tenting for the unhoused throughout the city. This memo will focus on potential and foreseeable impacts of the proposed ordinances in the waterfront portions of the Portland peninsula, as well as to the business community throughout the City.

Background

As a result of an increase in the number of unsheltered individuals in Portland, the impact of encampments on public and private properties along the waterfront and in other business districts has increased significantly over the past year. On the waterfront, the Casco Bay Bridge encampment is the largest and most visible waterfront site, with smaller groups or individuals currently established on the Portland Fish Pier and, occasionally, near the Portland Ocean Terminal.

We believe that the proposed ordinance amendments allowing camping on sidewalks and public open spaces will increase the potential for encampments on the waterfront and on or near other commercial properties.

Regarding Waterfront Encampments: Safety Hazards and Economic Impact

Currently, the issues associated with urban encampments are observable throughout our community. However, camping on Portland's waterfront offers specific challenges that warrant special consideration. For instance, safety hazards to individuals experiencing homelessness may arise as a result of flooding, exposure to extreme coastal weather, and drowning. In addition, the proliferation of encampments in this area may do long term harm to the positive economic impact of the waterfront economy. More information on these risks is presented below.

Safety Hazards

- **Flooding:** The Commercial Street area is well known for periodic coastal flooding, street flooding due to extreme rain events, and combined events when storms, tides, and icing conditions accumulate to create dangerous flooding conditions. A generalized allowance of camping on the waterfront puts unhoused individuals at risk of direct impacts by flooding – both to their possessions and their personal safety. Cold weather and hypothermia multiply flooding risks during the winter months. The December 23, 2022 storm was an example of flooding events that are becoming ever more frequent due to climate change.
- **Extreme Weather:** Even when storms do not involve significant flooding, the maritime environment of the waterfront multiplies the risks inherent in urban camping. High winds are much more prevalent along the water, resulting in hypothermia risk and drifting snow. Public and private snow removal would be in direct conflict with unhoused individuals.
- **Drowning:** Accidental falls into Portland Harbor are not uncommon. Working environments require unfenced edges along piers and bulkheads to allow marine commerce. Unhoused individuals traversing unlit areas in winter conditions run a significant risk of falling. Icing and frigid winter waters combine to make falls into the harbor extremely dangerous and potentially fatal.

Economic Impact

- **Seafood:** Commercial Street is a seafood production center of regional significance. Portland Waterfront seafood distributors, production facilities, and Portland Fish Pier businesses employ hundreds of workers and contribute millions to the local economy. The conditions seen in urban encampments are incompatible with food production and distribution. *Seafood* production, in particular, is predicated on scrupulous sanitary protocols. Such protocols protect human health as well as the reputation of the industry. Uncontrolled rubbish, human waste, and hypodermic needles are difficult anywhere. In a food production hub, such conditions are ruinous.
- **Equitable Employment and a Diverse Workforce:** Waterfront and seafood-related businesses employ large numbers of immigrant and minority community members. Additionally, individuals in recovery, coming out of incarceration, or starting over after difficult experiences can look to the seafood economy for opportunity. A proliferation of encampment conditions puts seafood production at risk, as well as the jobs of many vulnerable individuals.
- **Business Security:** Boats, trucks, pallet piles, barrels, and the basic components of the marine economy frequently attract petty theft and encroachment. The security of businesses is already challenged due to few fences and the open nature of the waterfront; an increase in the number and distribution of unhoused individuals may result in increased instances of pallet theft, camping under trucks, and other conflicts with existing business. We frequently field complaints from waterfront businesses worried for the safety of their employees due to the current extent of camping, and direct conflicts between waterfront

employees and unhoused individuals appear to be on the rise.

- **Tourism:** While waterfront tourism is greatly reduced in winter months, the increase in restaurants, hotels, and attractions have made the waterfront a year-round destination. The winter is difficult for restaurants and hotels under normal conditions; sidewalk encampments would significantly deter both locals and visitors from patronizing Commercial Street businesses, threatening small businesses and the jobs they have created.

Regarding the Impact of Encampments on the Broader Business Community

Several of the concerns listed above also apply to the impacts of encampments on Portland's business community. In areas where encampments have existed in close proximity to businesses, employers have voiced concern for the safety of their employees and ability to continue to attract customers, who are deterred by public health and safety risks common in encampments. More information on these and other potential issues can be found below.

- **Winter Weather:** Sidewalk encampments during the winter months will impede snow removal, particularly throughout the peninsula. Improperly cleared sidewalks will result in safety concerns for residents, as well as customers and employees of businesses located throughout the Old Port, Downtown and Waterfront areas.
- **Business Economy:** Winter is already a difficult time for Portland's business community, particularly those in the food, lodging and retail industries. Sidewalk encampments may further deter residents and visitors from patronizing Portland businesses during an already slow period.
- **Business Safety and Security:** Staff have fielded numerous concerns from business owners in areas adjacent to encampments (Bayside Trail and Marginal Way are examples) regarding concerns they have for both customer and employee safety.



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

'Carol Mccracken' via Public Comment <publiccomment@portlandmaine.gov>

Wed, Nov 8, 2023 at 7:52 PM

Reply-To: Carol Mccracken <ca10cken@aol.com>

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

City Councilors,

Hope you will demonstrate to Portland voters on November 13, that you do in fact understand the plight of the homeless population and are trying to find solutions to their plight rather than continuing to "criminalize" them as has been your policy to date.

The city will be watching

Carol McCracken

munjoyhillnews.com

ca10cken@aol.com



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

Katzie Nogel <katzielouise@gmail.com>
To: publiccomment@portlandmaine.gov

Wed, Nov 8, 2023 at 5:09 PM

Dear counselors, stop the sweeps and work on effective solutions that will move people to shelter and housing. Katzie Nogel



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

PETER BEAUCHEMIN <peterbeauchemin@comcast.net>

Wed, Nov 8, 2023 at 4:37 PM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

You do need to stop the sweeps. They may be occupying town or state land but those tents, and what's in them is personal property. That's someone's personal property and you don't have the right to toss it in a dumpster.

My suggestion is that the media take pictures of you guys sitting in those meetings. What's very obvious is you folks don't want to do anything. You just go to meetings fully aware all your gonna is tear the tents down and shove people out.

Get big tents, set them up somewhere. You could get porta potties and set them up. Put in cots in the tents. You can solve the problem very quickly. That being said the problem isn't the homelessness the problem is you don't care enough to do anything about it. Let's let the people get a view of the problem by posting everyone's pictures of the people who have the authority to do something but don't care enough. Time to make people accountable.



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

Nancy Nickerson <nannickers@gmail.com>

Wed, Nov 8, 2023 at 4:19 PM

To: publiccomment@portlandmaine.gov

Please support the ordinance amendment drafted by City Councilors Anna Trevorow and Roberto Rodriguez that will effectively place a moratorium on encampment sweeps and lift the "emphasis" area designations through April 30, 2024. Not only are the sweeps ineffective (generally result in the dislocated taking up at another encampment), consider the data that show those involuntarily dislocated are at greater risk for hospitalization, overdose and death (see link).

<https://nhchc.org/media/press-releases/study-shows-involuntary-displacement-of-people-experiencing-homelessness-may-cause-significant-spikes-in-mortality->

Please suspend the encampment sweeps. Thank you for considering my comments.
Nancy Nickerson



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

'Creature KPW' via Public Comment <publiccomment@portlandmaine.gov>

Wed, Nov 8, 2023 at 2:32 PM

Reply-To: Creature KPW <axe2ice@icloud.com>

To: publiccomment@portlandmaine.gov

In addition to supporting the moratorium on sweeps until April (and beyond), I am asking the City of Portland to:

- **Support the health and safety needs of the entire community** by providing essential services for unsheltered individuals such as water, toilets, food, medical care, mental health, and substance use treatment.
- **Create an Intentional Plan to shelter and house unsheltered individuals.** More than 100 beds will soon be available at the City of Portland's Homeless Services Center and we cannot afford to squander this opportunity. For this plan to be successful, it must be created in partnership with unsheltered individuals.
- **Continue efforts to make City shelters more low-barrier and accessible** to people who are living outside.

Thank you,
Creature KPW



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

ellen decotiis <ehdecotiis1@hotmail.com>

Wed, Nov 8, 2023 at 2:20 PM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

11-8-2023

To whom it may concern,

I urge you to stop the "sweeps", as you call them, of people who are homeless in Portland. There are human beings at these locations who need basic care such as food and clothing. They may also require housing, jobs and mental health services. Please go and speak to them and ask what they want and need. Preble Street has skilled employees who can assist you in understanding the complex issues facing these people. We need to help others, not police them and "sweep" them from place to place outside. I have volunteered at Preble Street for 30 years ... Thank you,

Ellen H. DeCotiis

Sent from my iPad



Dena Libner <dlibner@portlandmaine.gov>

Re: Lower Shelter Barriers and Stop the Sweeps

1 message

Colleen Coyne <colleenncoyne7@gmail.com>

Wed, Nov 8, 2023 at 1:52 PM

To: publiccomment@portlandmaine.gov

sorry. I meant discontinue this sweeps. clearly discontinue

On Wed, Nov 8, 2023, 1:49 PM Colleen Coyne <colleenncoyne7@gmail.com> wrote:

Please just continue the sweeps of homeless from their current areas unless you can find someplace suitable for them to move to and actually help them move there. I don't care whether the Tourists see our homeless population because it's a reality that we need to take care of not sweep under the rug. Maybe when people move here from out of state, rather than displace people due to our lack of housing, they ought to pay a premium so that we can continue to build housing for those who can't afford it. Getting rid of homeless encampments by sweeping them away is totally inhumane and doesn't say much for Portland or any community that participates in this practice. put out garbage cans and encourage them to use them and porta potties. see how it works and maybe you'll be surprised. maybe you won't but it's worth a shot.



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

Jennifer Heald <jenniferheald8154@gmail.com>

Wed, Nov 8, 2023 at 12:40 PM

To: publiccomment@portlandmaine.gov

Please **stop** the sweeps until at least April 2024. People **MUST** be able to keep the area that they create to live in and stay sheltered from the elements. We have families who are homeless due to the lack of affordable rent. Please do **NOT** do any more sweeps. (regardless of what the new Mayor wants to do) :(

Thank you,

Jen Heald
880 Forest Avenue
Apt 7-8
Portland Maine 04103



Dena Libner <dlibner@portlandmaine.gov>

Encampment proposal

2 messages

'Andrew Tenenbaum' via Public Comment <publiccomment@portlandmaine.gov>

Mon, Nov 6, 2023 at 10:05 PM

Reply-To: Andrew Tenenbaum <atenenbaum@me.com>

To: publiccomment@portlandmaine.gov

I have lived in Portland for over twenty years. I love our city. I am a big supporter of Portland Public Schools and have two children who learned so much growing up in a multicultural and diverse school system.

Part of what drew me and others to Maine and Portland in particular is the ease of enjoying the outdoors. Our parks, Portland Trails, and other open places are a huge part of this. Running, biking, transportation, birding, paddling, skiing, picnicking, enjoying playgrounds, and really finding peace are some ways I enjoy these. These are always ways to encourage a healthy lifestyle, a lot of which not enough people do.

That said, homelessness is a tragic, complex situation. To truly help this situation - as many other big cities are going through - will take new housing, increasing mental health resources (significantly), helping those with substance use better, and most importantly money.

Current and past encampments fundamentally alter these parks. They're trashed, they're dangerous, they're not fit for young kids and teenagers to be witnessing people injecting drugs and drinking publicly. Opening all (or most) of our parks to camping will likely bring this to all of our open spaces. A major part of what makes Portland beautiful and healthy will deteriorate. Fewer people will take walks on trails, fewer grandparents will bring grandkids to playgrounds, fewer students will walk home through Deering Oaks and other parks. More people and tents will arrive, as has happened with every encampment that has persisted for any substantial period. And the fundamental underlying problems at the root of homelessness will not be fixed by April. So this proposal I believe will only make homelessness in Portland worse while not bringing us closer to a bigger solution.

If we can sanction an area for camping that is not in a public park, such as near the new homeless shelter or another city owned or leased area that is not being used by the general public, that is a starting point. But I envision this new proposal as making a bad situation much worse. This will only serve to move more families (and taxes) with children to schools outside of Portland city limits if proposals like this pass.

-Dr. Andrew Tenenbaum

Sent from my iPhone

'Andrew Tenenbaum' via Public Comment <publiccomment@portlandmaine.gov>

Mon, Nov 6, 2023 at 10:07 PM

Reply-To: Andrew Tenenbaum <atenenbaum@me.com>

To: publiccomment@portlandmaine.gov

Andrew Tenenbaum
18 Rabbit Run
Portland, ME 04102

Sent from my iPhone

> On Nov 6, 2023, at 10:05 PM, Andrew Tenenbaum <atenenbaum@me.com> wrote:

>

> I have lived in Portland for over twenty years. I love our city. I am a big supporter of Portland Public Schools and have two children who learned so much growing up in a multicultural and diverse school system.

[Quoted text hidden]



Dena Libner <dlibner@portlandmaine.gov>

Please do not allow encampments to take over parks

1 message

Debra Tenenbaum <debraltenenbaum@gmail.com>

Mon, Nov 6, 2023 at 9:03 PM

To: council@portlandmaine.gov, publiccomment@portlandmaine.gov

I'm writing in response to the proposal to allow camping at nearly all our city parks. Please, before you do that, consider all of your constituency including families of Portland whose kids walk to and from school and use the parks. We know the new shelter for asylum seekers will be opening soon which will open up a lot of space at the HSC. Maybe hold off the next sweep until then, but please let us not make Portland the city where tents and people doing drugs are everywhere. Please don't destroy our parks. Our lack of enforcing drug laws - or even doing sweeps to just take away drugs and alcohol - has created this situation. My children and their friends as well as my friends' children have been harassed by people in the encampments who are on drugs. They have had to deal with needles on playing fields, have had to sit and watch people deal drugs and vomit in bus stops going home from school, and have been followed. I don't know if you all have kids in middle or high school in downtown, but it causes a great deal of anxiety and stress for adolescents to have to constantly deal with that as well as it is dangerous (as we saw with the man in the King Bathroom). It makes some not even want to bother going to school because of the walk there and home. It feels like it is inevitable that something bad is going to happen to our children if we just keep this going.

We do so much for homeless people, but we can't help everyone - especially those who are not ready to be helped. Please, before we bend over backwards for one group of people by making Portland a camping and drug free-for-all, consider the other people who live here. Get rid of the drugs. Limit the encampments. Encourage people to take advantage of the shelter. Discourage drug use. The children who live in Portland deserve to be considered and supported too.

Thank you,
Debra Tenenbaum
18 Rabbit Run
Portland, ME



Dena Libner <dlibner@portlandmaine.gov>

Proposed Pubic Camping Ordinance

1 message

Spencer Garrett <spencer.p.garrett@gmail.com>

Mon, Nov 6, 2023 at 8:01 PM

Reply-To: Spencer Garrett <spencer.p.garrett@gmail.com>

To: publiccomment@portlandmaine.gov

Cc: pcrs@portlandmaine.gov, kng@portlandmaine.gov, chiefofpolice@portlandmaine.gov, parks@portlandmaine.gov, council@portlandmaine.gov, afournier@portlandmaine.gov, pali@portlandmaine.gov, rrodriguez@portlandmaine.gov, atrevorrow@portlandmaine.gov, vpelletier@portlandmaine.gov, rphillips@portlandmaine.gov, azarro@portlandmaine.gov, mdion@portlandmaine.gov

Good evening Portland City Council,

I have only just heard through a neighborhood meeting group that the city is attempting to change local ordinances to allow camping on nearly all city owned property. I find this to be absolutely horrifying and am writing to express my extreme concern for such a measure. Though I acknowledge the homeless situation in this country is dire, it is not Portland Maine's place to open our gates to every single person who would prefer the freedom and flexibility of outdoor living. These folks have been given more than enough opportunity to enter our shelter system and most have clearly stated a lack of desire for the confines of rules and regulations that go along with a bed, shower and hot meal. They are here only because it is easy to be here, and most of them aren't even fellow Mainers. To open our public spaces to open drug use, human trafficking and domestic violence which has been demonstrated time and again within the encampments, would truly represent a precipitous decline in the quality of life for Portland citizens. Parks and public spaces exist for safe use by citizens. Our tax dollars fund their upkeep, and we have a basic right as taxpayers to expect these parts to be clean and free to safely use. These public lands are not tools to be used for the whims of the few. As I ponder the weight of such a decision and its effects to the health and wellbeing of Portland citizens and visitors alike, there are questions about the practicality of such a proposal which must be given proper consideration from all Portland Police, Fire, Parks and Public Works departments. I would also hope it goes without saying that public comment must be allowed for and deeply considered.

1. How will the police manage such a dispersed population?
2. How will ambulances get to those overdosing in the woods?
3. How will citizens know they and their families are safe, not only in these public spaces, but in their homes within close proximity to such illicit and dangerous behaviors?
4. How will Portland Parks address the safety of sharps disposal, human waste and the inevitable and overwhelming litter that this population generates?
5. How will Public Works address snow removal on sidewalks where encampments have been erected? How will those very snowbanks generated from plowing these areas be decontaminated with the waste that encampments have been proven to generate?

The crime in this city has been on an exponential rise this year, up 45% since 2022. 72% of overdoses occurred within the homeless community, and 60% of stabbings happened within the encampments over the past year. These are not safe places already, and you're proposing a measure that would both dramatically increase the amount of people who would be entering these areas, and would make addressing these problems from a public health and safety standpoint nearly impossible. If you thought it was hard dealing with the size of encampments on the Fore River Trail or out behind Trader Joe's, those issues will pale in comparison to the dispersed problem you're proposing. According to recent headlines, Boston Mass and New York City have fully banned camping within their cities. Portland has a fraction of the resources of those two metropolises, yet these large cities have acknowledged that they do not have the infrastructure necessary to support encampments. I thought it might be interesting to poll my fellow Portlanders to better understand whether my feelings around this issue were isolated .

Posts



Spencer Garrett

Riverton North West • 8 hr ago • 🌐



We just learned during a neighborhood meeting that a contingent of the current Portland City Council is drafting a bill to allow legal camping at any city owned property. How does this sit with you? Write your council to express your opinion on this. Portland City Council, legalized camping on city owned property.

I'm happy about this use of city property near my residence or business.

13%

I am not happy about this use of city property near my residence or business.

87%

52 votes

I understand this is not up to Quinipiac Poll standards, but I think it speaks to the distaste that the citizens of Portland have for this idea. Portland cannot support use of public spaces for camping in any form. I implore to each and every one of you city counselors to firmly and decisively reject any proposal which promotes the failed encampment model.

Respectfully,

Spencer Garrett
Portland Resident



Dena Libner <dlibner@portlandmaine.gov>

#68-23/24

1 message

'Rosa Scarcelli' via Public Comment <publiccomment@portlandmaine.gov>

Thu, Nov 9, 2023 at 11:44 AM

Reply-To: Rosa Scarcelli <rscarcelli@stanfordmanagement.com>

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

I have been a long time resident of Portland and live across from a public park. The proposed order is a distortion of good public policy. Allowing our parks to become campgrounds is a complete violation of the intent of public parks. They were built to offer a respite and access to nature for city dwellers. They were never intended to be a campground where people take up residence and impede the enjoyable use for the average citizen of our city.

The crisis we face in Portland is not served by allowing people to camp all winter long in any public park they choose. This isn't a bandaid. It's a major impediment to getting unhoused people the resources they need especially with cold and inclement weather approaching. This is irresponsible and is not what the experts on the unhoused recommend. We need a housing first policy. Tents in parks cannot be considering as housing. It's a disgrace that we would allow our most vulnerable to live in this way. We need to do better to provide real shelter. By allowing people to tent, we are undermining the effort to provide a real long term solution. Camping will become entrenched. Portland will become another example where encampments become too large, dangerous, and intractable. We can do better. We must to better. And we cannot allow camping in our public parks be mistaken for a solution. It's a disaster.

> Rosa Scarcelli
> President
> Stanford Management
> 207-772-3399 x206
> 207-838-3399
>



Dena Libner <dlibner@portlandmaine.gov>

encampments are a public health risk to all of us

1 message

Susan Anspacher <susanmtns@gmail.com>

Thu, Nov 9, 2023 at 2:46 PM

To: publiccomment@portlandmaine.gov

Good morning ~

By allowing these encampments to continue demonstrates that the children, men and women, disabled and elderly of Portland don't matter. That public health doesn't matter. We've already seen the rats, trash, excrement and never ending violence because of what has been allowed in the past.

What you are doing is creating a double standard. This proposal initiated by Anna Trevorrow and Roberto Rodriguez reinforces that the folks who are doing 'illegal' drugs, stealing bikes, shopping carts and way too many other illegal behaviors get another pass. That our precious green spaces, woods, etc. don't matter. That the environment doesn't matter. That laws vary dependent upon who you are.

We've seen this public health nightmare allowed for way too long. The syringes I've stepped over getting to the Farmer's Market and the woods we hike and recreate in. We've already seen campfires in our woods at night. A forest fire may erupt at any time.

This proposal would not only risk this population, many of whom are heavily addicted, it is both a public health and environmental hazard. These folks are simply not able to care for themselves or our environment. We've already had:

689 calls for service at city encampments

Marginal Way Business area, the city had a 45% increase in 2023 compared to 2022

72% of total overdoses involved an unhoused individual

16% of the fatal overdoses happened in encampments in 2023.

60% of stabbings in 2023 took place in encampments leading to a 77% increase in Portland stabbings compared to 2021.

Have you also forgotten that this population is at risk because of the trashing of our city? We've seen enough violence in Lewiston. We don't want it here.

Good mental health begins at home. It isn't just these unhoused folks, most of whom are not capable of caring for themselves due to years of substance abuse. Good mental health assumes councilors have the insight to see where their policies are going. Councilors who won't create a double standard. Who care about the voters. We matter.

This proposal says this is a temporary policy to allow the unhoused to live in our parks and woods. The secrecy created by drafting this proposal before a public notice fails to allow due process. This has set a distrustful precedence in Portland. You've taught us that some councilors simply do not have our best interest at heart. We've learned we can't trust you.

Let's restore the faith in our government. Table this until the new slate of councilors are sworn in. Re-establish good faith with the citizens who voted you in. A **public notice** must be first

issued. **Due process** must be enforced.

In kindness ~

Susan Anspacher
88 Skylark Road



Dena Libner <dlibner@portlandmaine.gov>

Homeless camping

1 message

'Cindi Bartlett' via Public Comment <publiccomment@portlandmaine.gov>

Thu, Nov 9, 2023 at 6:57 PM

Reply-To: Cindi Bartlett <cindbartlett@me.com>

To: publiccomment@portlandmaine.gov

Please do not allow camping on
Portlands public spaces .
No one will feel safe again.
Make the homeless stop camping and go inside to shelters, please.
This has got to stop.
Enabling will not help. At all.
Portland residents deserve better
Than this.
Stop ruining our City.



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

philip ptacin <philipptacin@gmail.com>

Wed, Nov 8, 2023 at 8:52 PM

To: publiccomment@portlandmaine.gov

Dear Leaders,

We certainly need wise leadership now in Portland, Maine in order to do our best to deal with our homeless crisis.

We simply do not have enough access at this moment for all of the homeless to enter our shelters. And once the newer shelter is available we still won't have enough access and the access we will have is not going to be used by some of the homeless for reasons that you are aware of.

Sweeps of encampments is not solving any problem.

The homeless among us, instead of being swept away like trash, need to be cared for. These homeless need toilets, food, water, warming shelters, places to bathe and help with addictions and mental illness.

Please rise to the occasion and show the world what we can do here in Portland for our brothers and sisters.

Thank you!

Philip Ptacin
15 Middle Street
Portland, Maine 04101



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

Mira Ptacin <mira.ptacin@gmail.com>
To: publiccomment@portlandmaine.gov

Thu, Nov 9, 2023 at 3:37 PM

Dear public servants of Portland, Maine,

I'm writing in support of a moratorium on the sweeps of the camps of the unhoused peoples of our shared city. It is cruel, and makes no sense. Where are they supposed to go? Our city doesn't have enough shelters for them, and the weather is getting colder and colder; today it snowed. Sweeps don't work, they're unsophisticated and brutal, and are not a solution to our crisis but rather a superficial act of hiding a larger problem of the haves and the have-nots, and the city prioritizing development and appearance rather than doing to deeper, mindful, compassionate work of taking care of our fellow brothers and sisters.

In addition, I ask that you:

- **Support the health and safety needs of the entire community** by providing essential services for unsheltered individuals such as water, toilets, food, medical care, mental health, and substance use treatment.
- **Create an Intentional Plan to shelter and house unsheltered individuals.** More than 100 beds will soon be available at the City of Portland's Homeless Services Center and we cannot afford to squander this opportunity. For this plan to be successful, it must be created in partnership with unsheltered individuals.
- **Continue efforts to make City shelters more low-barrier and accessible** to people who are living outside.

Thank you in advance for your time and care.

Best,
Mira Ptacin
[65 Sterling Street](#)
[Peaks Island, Maine 04108](#)

--

Mira Maria Ptacin



Hear my name

Author & Educator
www.miraMptacin.com
author of *Poor Your Soul*
and *The In-Betweens: The Spiritualists, Mediums, and Legends of Camp Etna*

Peace.



Dena Libner <dlibner@portlandmaine.gov>

Order #68-23/24

1 message

Talcott Franklin <tal@tfpc.me>

Thu, Nov 9, 2023 at 12:31 PM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

As a long term advocate for unhoused people (I've won several awards for my pro bono representation of unhoused people, including being one of two lawyers recognized for the work that won the ABA national pro bono award), this proposal is cruel to the unhoused and very well might make a currently solvable problem unsolvable.

The Staff Feedback on Order #68 memos from the city's experts on homelessness are chilling descriptions of what will happen should this pass. I will add to that memo, based on my over 30 years of experience working on these issues, that, if this passes, "compassion fatigue" will take root among our populace by April, as I have seen happen in many other cities who have attempted similar policies. And that will fundamentally change Portland's character in an unfortunate way.

Finally, as a former equity partner at DC's top public policy law firm, the terrible optics concerning how this came to light right after a FOIA request, and the vote timed just before the new Mayor is sworn in should be reason enough to vote it down.

Thank you for the opportunity to comment.

Talcott J. Franklin

181 Western Promenade

[Portland, ME 04102](#)



Dena Libner <dlibner@portlandmaine.gov>

Order #68-23/24

1 message

Susan Kayar <susankayarme@gmail.com>

Thu, Nov 9, 2023 at 5:34 PM

To: publiccomment@portlandmaine.gov

As a citizen of Portland, I would like to add my voice to that of the City Manager, Director of Parks and Recreation, Chief of Police, Director of Public Works, and Director of HUD, all of whom agree that this order allowing winter camping by homeless people in Portland public spaces is a huge mistake. The safety and sanitation of all of us is at stake. Making camping where these homeless people can most conveniently beg working people for their drug and alcohol money is no act of charity or compassion for the "unfortunate", but only an enabler. If you allow Portland to be a haven for such people, the news will propagate and we will be even more overwhelmed than we already are with these people.

I find used hypodermic needles and syringes littering the ground everywhere I walk. I have been cursed and shouted at for not giving money to countless of these people as I walk down public sidewalks. I have had to sidestep vomit near the doorways of businesses on Congress Street. My neighbor recently told me she can no longer hang her laundry out to dry in her yard because it has been stolen from her line. I saw a neighbor reporting a break-in to her home in broad daylight while she was out walking her dog, which suggests she was being watched for her departure.

Matters are already shockingly bad in this regard. You, as our city officials, should have the best interests of all citizens as your only concern. Do not make matters even worse than they already are by enacting this winter camping permission. You are only enabling more problems for the working citizens of our city.

Respectfully, Susan R. Kayar, [22 Carroll St, Apt. 7, Portland 04102](#)



Dena Libner <dlibner@portlandmaine.gov>

Order 68-23/24 Amendment to Portland City Code Chapters 17, 18, and 25 re: Camping and Loitering on Public Property

1 message

rgraef@gwi.net <rgraef@gwi.net>

Thu, Nov 9, 2023 at 3:17 PM

To: Publiccomment <publiccomment@portlandmaine.gov>

I am writing to express my total shock at the cruel and inhumane proposal put forth by Councilors Trevorrow and Rodriguez that the City of Portland should allow people to live in encampments in the parks, public spaces and on the sidewalks and trails through the winter. It is embarrassing that our councilors are even thinking of condoning leaving people outside in tents - no safe heating, frozen port-a-potties, no running hot or cold water, in the dark and the cold for 14-16 hours a day.

How does this exemplify "racial, social and justice equity"? How is this going to "enable unhoused people to live in smaller and safer encampments"? Do you really think the 100+ tents at Harbor View Park are going to be voluntarily packed up and dispersed throughout the City? Why should that be more likely than everyone camping anywhere in the city moving to a megacamp at Deering Oaks?

Councilor Rodriguez had a good idea months ago when he suggested asking for the National Guard to be brought in to build transitional housing. Do that now: quonset huts, barracks - quick, temporary and safe, sanitary and supervised. Rent a bunch of self-storage units to store people's belongings. Get people inside.

Leaving them outdoors in tents exposes them to all sorts of bodily harms, as well as the possibility of fire through dangerous improper use of candles, propane heaters, etc. We've already had a man die in a tent fire a few years ago, don't set the scene for more tragedies.

Councilors Trevorrow and Rodriguez, please withdraw your proposal. Councilors Ali, Dion, Fournier, Pelletier, Phillips, Zarro and Mayor Snyder, if this does come to a vote, please reject it. Leaving desperate people in tents in the winter is not doing them any favor.

Respectfully,

Rosanne Graef
30A Salem St.



Dena Libner <dlibner@portlandmaine.gov>

Order 68-23/24 Amendment to Portland City Code Chapters 17,18,25

1 message

Anthony Filippone <avfilippone@gmail.com>

Thu, Nov 9, 2023 at 4:50 PM

To: council@portlandmaine.gov, publiccomment@portlandmaine.gov, citymanager@portlandmaine.gov

Dear Portland City Council and Town Manager,

As residents of the Harborview Park neighborhood, we wished to express our concern, dismay and strong opposition towards an officially sanctioned encampment at Harborview Park.

On what basis does such a proposal pass health and safety regulations?

This is a very sad situation for the homeless members of the Portland community, and we strongly urge you to open up more beds.

We voted for Mark Dion because of his opposition to sanctioned encampments.

Thank you,

Anthony and Michelle Filippone
225 York Street Apt 3 Resident, Apt 4 Landlord



Dena Libner <dlibner@portlandmaine.gov>

Please PAUSE Sweeps & Focus on Shelters/ Affordable Housing

1 message

Karen Prieto <kprieto01@gmail.com>
To: publiccomment@portlandmaine.gov

Thu, Nov 9, 2023 at 2:09 PM

Hello, my name is Karen Prieto (she/her). I live in Brunswick and work at an engineering firm in Portland. Thank you for all that you do - I'm sure you contend with daily challenges.

I want to share that I empathize with homed Portland residents who worry about the safety and aesthetics of encampments. But I can't imagine what it must be like to have no place of my own in which to rest, store essential belongings, and the many other activities that those of us with homes take for granted. For Portland's unsheltered residents, the encampments at least provide some stability and community.

Each sweep is a traumatic event that derails each person's progress toward more stable living arrangements. Caregivers are working with folks in the encampments to find better solutions, but every individual has different challenges and needs, and the process takes time. Please grant that time by pausing the sweeps, and focusing instead on providing essential services and partnering with unsheltered individuals to create an equitable Intentional Plan for providing shelter.

Thank you for your consideration.

Kp

Karen Prieto



Dena Libner <dlibner@portlandmaine.gov>

Public Comments on Order #68-23/24

1 message

'Judi Mansing' via Public Comment <publiccomment@portlandmaine.gov>

Thu, Nov 9, 2023 at 12:01 PM

Reply-To: Judi Mansing <j.mansing@mac.com>

To: publiccomment@portlandmaine.gov

We are owners and residents of Unit 6 at [22 Carroll Street](#) in Portland. We have lived here for the past 35 years.

We are writing to comment on the proposed changes to the City's Camping Ordinance.

We recognize that the Councilors submitting this proposal may have good intentions, but we believe the proposals are ill-conceived and will lead to numerous problems that will make the problems they are intended to alleviate even worse than they currently are. The temporary encampments are exactly that – temporary. They do not begin to solve the problems of homelessness.

Calling the people “unhoused” or referring to them as “campers” romanticizes the situation. We need to be honest about the fact that many people in this population have drug or other substance abuse problems. Allowing them to congregate in parks or other public places creates an adversarial relationship between them and city residents and visitors that has the potential to erupt into violence that is of no help to anyone. We have already seen increases in crime, drug use, police calls and unsanitary living conditions in areas where encampments have been established.

During the recent sweeps of the tent encampments, people were offered re-settlement in shelters but only a very small percentage chose to accept that. In may be that in the short term, until we have a better solution, that shelters are the best option. Living in outdoor public spaces is not.

During the many years that we have lived in Portland, we have taken advantage of many of the amenities that are possible for enhancing our city-living experience. We have done this without fearing for our safety when we walk down the city streets. That has changed with the advent of the tent sites. We no longer feel we can be out walking in the evening hours – or sometimes even during the daytime hours – without being hassled by people panhandling on the streets.

Portland is a beautiful city which derives a great deal of income from tourists who come here to sightsee, dine and enjoy all the city has to offer. If people begin to fear for their well-being, we will lose that and suffer the municipal degradation that many other cities have experienced. Local business owners have already experienced a noticeable decline in their traffic and sales when their customers have become uneasy about visiting businesses that are located near encampments.

Amending our camping ordinance, will create unnecessary burdens for police, public safety, public health and public works just to name a few. They will result in increased costs – all of which will, of necessity, have to be borne by Portland's taxpayers. We need to take care of people in need. But we also need to listen to the needs and desires of the people who will be impacted by this proposal which is not well-thought out.

We urge the City Council to turn down these changes and to allow for more discussion when the new council and the new mayor take office.

Edward and Judith Mansing

[22 Carroll Street](#)

[Portland, ME 04102](#)



Dena Libner <dlibner@portlandmaine.gov>

RE: Order #68-23/24

1 message

David LaCasse <loafinit@gmail.com>
To: publiccomment@portlandmaine.gov

Thu, Nov 9, 2023 at 1:50 PM

David LaCasse
80 High St
Portland, Maine 04101

This idea is bad on so many levels that it is hard to logically know where to start.

Aside from all of the other comments that I have read against this, here are a few more.

1. Winter camping is hard even with the best equipment. Allowing winter camping in any park or public space will result in frozen bodies. Who is going to check the tents regularly to ensure that no one has hypothermia and is in danger of dying.
2. Bathrooms for all these people. There will be yellow snow and poop everywhere!
3. How many will die from carbon monoxide poisoning while trying to heat their tents with propane heaters.
4. Fires from heating with propane heaters.
5. I'm sure this has been mentioned but this will result in total degradation of our parks.
6. I did a lot of work in Congress Square Park this summer and it was the first year out of the last 12 that those of us working there did not feel safe. This lack of safety was mainly because of the complete lack of enforcement of common rules such as no drinking, drugs or camping in public spaces. No one will want to visit or use any of our public parks if this proposal passes.
7. It is important that everyone living in the city of Portland follow the rules of living in a civilized society. What you are proposing is anarchy!
8. We would not allow people to treat animals the way this proposal will result in the treatment of the homeless and needy people who are now calling Portland home.

Regards
David LaCasse

David LaCasse
207 831 1980
loafinit@gmail.com



Dena Libner <dlibner@portlandmaine.gov>

Sanctioning public camping

1 message

'Daniel Heakin' via Public Comment <publiccomment@portlandmaine.gov>

Thu, Nov 9, 2023 at 11:06 AM

Reply-To: Daniel Heakin <dheakin@icloud.com>

To: publiccomment@portlandmaine.gov

To the City Council,

Please do not approve public camping in parks. Please initiate more supportive housing measures and provide compassionate care for mental illness and addiction. This should have been figured out long ago. Do not sweep current encampments without alternative solutions. Help the current encampments pick up trash and for god's sake send trash trucks to pick up all the bags daily. Surely you have enough tax revenue from all the luxury development and cruise ship fees.

You have heard from the public already. Take real action but do not expand the problem into our parks.

Thank you,
Daniel Heakin
12 Bryant St
Portland



Dena Libner <dlibner@portlandmaine.gov>

Trevorrow/Rodriguez proposal

1 message

Carl King <cking78@maine.rr.com>

Thu, Nov 9, 2023 at 1:35 PM

To: publiccomment@portlandmaine.gov

Dear Mayor, Councilors, and City staff,

Encampments are not a solution. We have read and heard reports of overdoses, assaults, and hundreds of police and 911 calls since April. We have open drug use in our parks, which cannot be denied, due to the need for industrial sized sharps containers and needle exchange programs delivering tens of thousands of needles to the encampments. The large spike in thefts around the city is alarming and is associated with the growing population of homeless, who have substance abuse issues.

With all of these known factors, how can Portland support more encampments? The understaffed Police force struggled to cover 2 large encampments, yet now they will be spread amongst 10, 15, 30 different camps? How will this make outreach easier? Can we expect to see industrial sized sharps containers being installed like mail boxes in every neighborhood?

This is not a solution nor is it humane. It simply pushes the issue until April. We need to get people inside. A tent is no place to be in the winter in Maine. The encampments are not a safe environment. The long dark, cold nights will isolate people in tents and people will die.

This proposal will create more problems and does not solve any of the problems we are currently struggling with. I urge you to reject it, and get people inside.

Carl King
Veranda St.



Dena Libner <dlibner@portlandmaine.gov>

Re: Proposed Trevorrow/Rodriguez Ordinance Amendments to Permit Winter Camping

1 message

Ellen D. Murphy <radochas@gmail.com>

Thu, Nov 9, 2023 at 8:06 PM

To: publiccomment@portlandmaine.gov

I write to request that the Council read carefully the memoranda provided in the Agenda Packet from City staff that detail the impact of the Trevorrow/Rodriguez ordinance amendments that would allow winter camping in public sites around Portland.

Each of these memoranda is thorough, well drafted, comprehensive and sobering in its description of the problems with these amendments - on people in the encampments, on the City personnel who interact and work with them, and on Portland as a whole. They outline what would be the day-to-day experiences of City employees who would be on the front lines if the amendments were to pass, focusing especially on the challenges presented by winter weather. Public policies are only as good as their implementation - and this is a textbook case of what may - in some misguided way - be a form of good intentions that are almost guaranteed to create harm.

If you vote to adopt these amendments you are voting to undermine the efforts of the people who make Portland run, who have clearly outlined the risks for you.

One more observation. Public parks serve as backyards for people who don't otherwise have access to outdoor space. We've seen how encampments in Deering Oaks and now in Harborview have made it difficult, unpleasant - and risky - for neighborhood people to spend time in and enjoy their public park "backyards." (If you aren't aware of the anger in the neighborhoods about this, you aren't listening.) When reading the proposed amendments, I noticed that the Councillors included City Hall Plaza on the list of public sites where camping would be barred - the "front yard" of the very building where they - and all of you, other City officials and staff - come to work and conduct the public's business.

I wonder: why is camping OK in the public's backyards, but not OK in the City's front yard? If you don't want to cope with an encampment when you come to work, why should people in the neighborhoods be open to them where we live?

Very truly yours,

Ellen D. Murphy
88 Park Street
District 2



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

Cait Enz <caitlin.enz@gmail.com>

Thu, Nov 9, 2023 at 8:23 PM

To: publiccomment@portlandmaine.gov

Dear Councilors,

Portland is a community that values safety, healthy living, and solutions to homelessness – we all agree that it is inhumane for people to live outside, especially with the cold of winter upon us.

But, sweeps don't work and are not a solution to this crisis. Each time a sweep has happened in recent months (Bayside, Deering Oaks, Fore River, Marginal Way), the people living in that encampment have moved to a different location within the City and experienced needless physical and emotional harm, including [an increased risk of mortality, overdose, and hospitalization](#). The sweeps, coupled with the growing number of emphasis areas, have led to larger and larger encampments and unhealthy environments for people living in the encampments and surrounding neighborhoods.

Emergency shelters in Portland and across the state have full beds every night. Even for the many people with a job or a housing voucher, there is no affordable housing to be found. For far too many people here there is simply nowhere to go, nowhere to stay.

In addition to supporting this moratorium on sweeps, please:

- **Support the health and safety needs of the entire community** by providing essential services for unsheltered individuals such as water, toilets, food, medical care, mental health, and substance use treatment.
- **Create an Intentional Plan to shelter and house unsheltered individuals.** More than 100 beds will soon be available at the City of Portland's Homeless Services Center and we cannot afford to squander this opportunity. For this plan to be successful, it must be created in partnership with unsheltered individuals.
- **Continue efforts to make City shelters more low-barrier and accessible** to people who are living outside.

Thank you,
Caitlin Enz

Virus-free. www.avast.com



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

John Newton <jwjnewton@gmail.com>
To: publiccomment@portlandmaine.gov

Thu, Nov 9, 2023 at 9:14 PM

Creat housing for everyone who needs it.



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

Esko Heilner <heilner.esko@gmail.com>

Thu, Nov 9, 2023 at 9:41 PM

To: publiccomment@portlandmaine.gov

I just read your promo email.

100 beds? Really? Ya don't think you might need more than that?

The 'sweeps' your talking about is simply moving their established concentration camp that YOU developed. You created a concentration camp.

If you don't fix it I'll sell my house to someone from mass who will short term rental it and pay their profit taxes in mass.

I have no solution for you,

Good luck.

Esko



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

Linda Holtslander <linda.holtslander@gmail.com>
To: publiccomment@portlandmaine.gov

Fri, Nov 10, 2023 at 2:00 AM

Dear public servants of Portland, Maine,

I'm writing in support of a moratorium on the sweeps of the camps of the unhoused peoples of our city. It is cruel, and makes no sense. Where are they supposed to go? Our city doesn't have enough shelters for them, and the weather is getting colder and colder. Sweeps don't work, they're brutal, and are not a solution to our crisis but rather a superficial act of hiding a larger problem of the haves and the have-nots, and the city prioritizing development and appearance rather than taking care of our fellow citizens.

In addition, I ask that you:

- **Support the health and safety needs of the entire community** by providing essential services for unsheltered individuals such as water, toilets, food, medical care, mental health, and substance use treatment.
- **Create an Intentional Plan to shelter and house unsheltered individuals.** More than 100 beds will soon be available at the City of Portland's Homeless Services Center and we cannot afford to squander this opportunity. For this plan to be successful, it must be created in partnership with unsheltered individuals.
- **Continue efforts to make City shelters more low-barrier and accessible** to people who are living outside.

Sincerely, Linda Holtslander

Sent from my iPad



Dena Libner <dlibner@portlandmaine.gov>

Lower Shelter Barriers and Stop the Sweeps

1 message

'Rob Somerville' via Public Comment <publiccomment@portlandmaine.gov>

Fri, Nov 10, 2023 at 4:12 AM

Reply-To: Rob Somerville <email2rob@yahoo.com>

To: publiccomment@portlandmaine.gov

Please work to find a more humane solution for the homeless folks in Portland, including an end, ASAP, to "sweeps" of encampments.

I support additional services for mental health and drug treatment, if needed, and to help transition these folks to permanent housing.

Thank you for your service to Portland, and for your focus on helping the homeless survive.

Rob Somerville
Fernald Terrace, Portland

Sent from my iPhone



Dena Libner <dlibner@portlandmaine.gov>

Trevorrow/Rodriguez proposal

1 message

'gordon millspaugh' via Public Comment <publiccomment@portlandmaine.gov>

Fri, Nov 10, 2023 at 8:39 AM

Reply-To: gordon millspaugh <gam9265@yahoo.com>

To: publiccomment@portlandmaine.gov

STRONGLY OPPOSED

I'm a Portland resident living in district 2. This proposal is incredibly reckless and irresponsible.

I'm stupefied that anyone actually considers this a rational way to address the problem.

To cite one JAMA article out of context (did the subjects of the study live outside in 20 degree temps for months?) is a misguided grasp for legitimacy to support a terrible idea.

Gordon A Millspaugh MD
56 Bowdoin St
Portland



Dena Libner <dlibner@portlandmaine.gov>

Order 68-23/24 Amendment to Portland City Code Chapters 17, 18, and 25 re: Camping and Loitering on Public Property

1 message

Elizabeth Parsons <ecparsons33@hotmail.com>

Fri, Nov 10, 2023 at 8:41 AM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Two observations:

First, if you approve this order you will be doing so against the advice of experienced—and overworked—City staff. This could lead to more resignations and subsequent trouble filling those open positions.

Second, since the photo in today's *Press Herald* depicts the situation in Harbor View Park, it's worth noting that the West End Neighborhood Association (WENA) has dedicated considerable attention to this park for over seven years. (I am speaking only for myself and not on behalf of WENA.) Many of the improvements to this long-neglected spot were made possible by a nearly \$20,000 grant from Maine Medical Center and included several new benches; removal of invasive species; food and tiny forest plantings; and public events. A small contingent of unhoused people has long used this park and the board member overseeing the project got to know them by name. Some in this group routinely helped pick up trash and we have consistently viewed all enhancements as making the park more inviting for everyone.

The proposal to allow camping throughout the City over wintertime feels rushed and its objectives opaque. Do not go forward with it. Instead, wait until the new Council is sworn in and revisit the entire matter then.

Sincerely,

Elizabeth Parsons

44 Winter Street

Past-President and current board member, West End Neighborhood Association



Dena Libner <dlibner@portlandmaine.gov>

Public Order #68-23/24 Encampments

1 message

'Cynthia Loebenstein' via Public Comment <publiccomment@portlandmaine.gov>

Fri, Nov 10, 2023 at 8:59 AM

Reply-To: Cynthia Loebenstein <cloebenstein@yahoo.com>

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Dear City Councilors:

The parks in the city of Portland are one of its best ideas. They are for the use and enjoyment of all its citizens and visitors. As chair of the Parks Commission from 2019 to 2022 and as a board member appointed by the city council from 2013 until 2022, I was proud and happy to spend time funding, promoting, and helping city administrators manage public policy for its parks.

I strongly disagree with the proposal by Councilors Rodriguez and Trevorrow to allow camping on all public property with only several school-related and playground exceptions. The proposal is expected to get its first hearing at the City Council's regular meeting on November 13.

The city has experienced several large encampments in city parks since an Administrative Policy was ordered on July 1, 2022 'Enforcement and Removal Policies and Procedures Relating to Unauthorized Campsites on City Properties.' That policy stated that city employees shall "take a non-involvement approach to unauthorized campsites" if the shelters are full. The shelters have been consistently full since shortly after that Order was issued.

The encampments at the Edwards Lot (Deering Oaks), Bayside, Fore River Parkway and now Harborview were single-use habitation to the exclusion of the public at large including our city visitors. No special-interest group should be able to dominate our parks. I purposely use the term special-interest because I believe some well-intentioned, non-profit social service organizations have an interest in allowing camping on public property. I don't believe it is in the interest of our parks to allow camping.

I understand the confluence of factors that have led to the pressure on our city leaders to find a resolution for those experiencing homelessness but allowing camping on city property, in particular, our parks, isn't the city's best idea.

Cynthia L. Loebenstein
207-712-6554



Dena Libner <dlibner@portlandmaine.gov>

Order #68-23/24

1 message

Erich Parker <erichparker2021@gmail.com>
To: publiccomment@portlandmaine.gov

Fri, Nov 10, 2023 at 9:44 AM

As a citizen of Portland, I would like to add my voice to those of the City Manager, Director of Parks and Recreation, Chief of Police, Director of Public Works, and Director of HUD. Each of these has made a strong case that this order allowing virtually unrestricted winter camping by homeless people in Portland public spaces is a mistake for Portland and no kindness to the unhoused population.

Changing the law so that widespread camping is encouraged throughout the city will only further incentivize more troubled people to overwhelm the city.

I urge you to avoid further degrading this fine city. Please reject this ill-conceived change of law.

Respectfully,
Erich Parker
[22 Carroll St](#)
[Portland ME 04102](#)



Dena Libner <dlibner@portlandmaine.gov>

Allowing Encampments in Public Parks

1 message

Sanford Fogg <sfogg@fogglighting.com>

Fri, Nov 10, 2023 at 9:55 AM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Cc: Dena Libner <dlibner@portlandmaine.gov>

Dear City Councilors and Fellow Concerned Citizens,

I write with deep concern regarding the proposal by Councilors Trevorrow and Rodriguez to permit homeless encampments in our public parks and emphasis zones. This approach, I fear, may unintentionally lead to increased encampments, heightened drug activity, amplified crime rates, and greater environmental degradation within our city. Moreover, it seems to lack sufficient motivation for homeless individuals to transition to alternative housing solutions.

Reflecting on an excerpt from the Portland Press Herald, Councilor Trevorrow articulated an intention to mitigate the issues in larger encampments by allowing dispersed, smaller groups throughout the city. However, this notion appears flawed. The assumption that smaller encampments would necessarily result in decreased violence or improved sanitation is not supported by evidence. It overlooks the complexities of the challenges faced in these environments and risks replicating the same problems on a potentially wider scale.

Further, Councilor Trevorrow's statement that "The unhoused are part of the general public," and therefore should share public spaces, presents a challenging perspective. While inclusivity is vital, we must also consider the safety and cleanliness of these shared spaces. The presence of hazardous materials and the potential for unpredictable behavior in these environments pose serious concerns for the wellbeing of all citizens, particularly families and children.

In conclusion, I urge the defeat of this proposal. Let us approach this pressing issue with a solution that prioritizes the safety, cleanliness, and overall welfare of all our city's residents.

Thank you for your attention to this matter.

Sincerely,

Sanford Fogg



Dena Libner <dlibner@portlandmaine.gov>

Allowing Encampments in Public Parks

1 message

Sanford Fogg <sfogg@fogglighting.com>

Fri, Nov 10, 2023 at 9:55 AM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Cc: Dena Libner <dlibner@portlandmaine.gov>

Dear City Councilors and Fellow Concerned Citizens,

I write with deep concern regarding the proposal by Councilors Trevorrow and Rodriguez to permit homeless encampments in our public parks and emphasis zones. This approach, I fear, may unintentionally lead to increased encampments, heightened drug activity, amplified crime rates, and greater environmental degradation within our city. Moreover, it seems to lack sufficient motivation for homeless individuals to transition to alternative housing solutions.

Reflecting on an excerpt from the Portland Press Herald, Councilor Trevorrow articulated an intention to mitigate the issues in larger encampments by allowing dispersed, smaller groups throughout the city. However, this notion appears flawed. The assumption that smaller encampments would necessarily result in decreased violence or improved sanitation is not supported by evidence. It overlooks the complexities of the challenges faced in these environments and risks replicating the same problems on a potentially wider scale.

Further, Councilor Trevorrow's statement that "The unhoused are part of the general public," and therefore should share public spaces, presents a challenging perspective. While inclusivity is vital, we must also consider the safety and cleanliness of these shared spaces. The presence of hazardous materials and the potential for unpredictable behavior in these environments pose serious concerns for the wellbeing of all citizens, particularly families and children.

In conclusion, I urge the defeat of this proposal. Let us approach this pressing issue with a solution that prioritizes the safety, cleanliness, and overall welfare of all our city's residents.

Thank you for your attention to this matter.

Sincerely,

Sanford Fogg



Dena Libner <dlibner@portlandmaine.gov>

Please vote no on allowing camping in public areas

1 message

uncanny_percent_0a via Public Comment <publiccomment@portlandmaine.gov>

Fri, Nov 10, 2023 at 11:59 AM

Reply-To: uncanny_percent_0a@icloud.com

To: publiccomment@portlandmaine.gov

The actions of two city councilors, devoid of relevant experience in city operations, blatantly disregard the counsel provided by experienced city officials, notably the head of the Encampment Response Team and our City Manager. Why do we hire and pay for experienced city leaders with taxpayer money — oftentimes we spend weeks and months in the recruitment process to ensure we hire the best staff — if we are going to ignore their recommendations? Respectfully, these two city councilors lack the experience to even be proposing this drastic change to our current ordinance.

Instead of advocating for the needs of their constituents, these elected representatives are prioritizing their personal opinions, disregarding the community's wishes just to cater to a minuscule faction. Such leadership does not align with responsible governance. Your constituents DO NOT want this.

This proposal is an embarrassment not only to the city and its residents but also to the dedicated professional staff overseeing Portland's operations and to those experiencing homelessness. I am hoping the rest of the council still has some sense left in them and votes against this proposal.

AJ
Resident



Dena Libner <dlibner@portlandmaine.gov>

Permanent encampments

1 message

Tess <tessnappi@gmail.com>

Fri, Nov 10, 2023 at 12:26 PM

To: publiccomment@portlandmaine.gov

> Encampments in Portland are already out of control...Daily drug use - urinating, defecating, fighting, sexual and physical abuse - pose a serious threat all!

> Allowing permanent encampments will only encourage more homelessness.

> Permanent and temporary encampments are not only a bad idea- they serve NO purpose OR real solution. It's a copout.

> Stop allowing immigrants/asylum seekers into the city until our homeless population is housed. TAKING housing away for the homeless is a total disregard for the homeless and all people in the city of Portland.

> We also need facilities to help the mentally impaired.

> There are many multi unit homes for sale throughout Portland. Instead of using hotel for housing, - purchase the multi unit properties and manage them. It would be a start.

> Listen to our first responders and look at the data:

> Encampments do not make Portland safe for anyone!

> Thank you

> Theresa Nappi

Sent from my iPhone



Dena Libner <dlibner@portlandmaine.gov>

Order #68-23/24

1 message

Genevieve Morgan <genny.morgan@gmail.com>

Fri, Nov 10, 2023 at 12:29 PM

To: publiccomment@portlandmaine.gov

Good afternoon,

My name is Genevieve Morgan. I am a mental health professional (LCPC-c), business owner, and reside at 134 Vaughan Street. I have lived here for 20 years with my husband, Tom Morgan, and our two children who were raised in Portland and went to Portland Public Schools. I am writing to register my dismay and alarm at the proposed option to remove the ban on public camping in our parks this winter and ruin the quality of life of every other park-using member of the public in Portland. As my son asked recently (who is currently studying ethics), "why is it that people who are unhoused have all the rights in Portland? Dog walkers can't even let their dogs off the leash for fear of being a danger or nuisance to the public, but if anybody is harassed by an unhoused person on drugs or in psychosis, they have no recourse." Why indeed? Why is this city so intent on falling into the same ruinous downward spiral that other cities like Portland, Oregon and Seattle are demonstrating? It is almost as if the city counselors proposing this ordinance want Portland to fail. If they want a tent city to preside over, instead of the desirable growing city we have now, this ordinance is a perfect vehicle. But most importantly, from a public health point of view, it is a vicious trojan horse that will make the very people they say they want to protect suffer more. I get it, they want to stop the encampment sweeps, but that is a COMPLETELY different issues than encouraging folks to sleep in tents and unheated cars all winter in and around our public parks. Have you ever spent a night in a tent in sub-zero weather? And these same counselors voted against opening up 50 more shelter beds? It's unbelievable, from a humane perspective and a taxpayer's perspective.

As someone familiar with working with people who have untreated mental illness, co-occurring disorders of mental illness and substance use, and dual diagnosis, I understand and work daily with the necessity of protecting an individual's sense of autonomy and agency. However, what we learn in year one of becoming a mental health clinician is Maslow's Hierarchy of Needs. Way before an individual can make decisions that positively impact their journey toward autonomy, agency, self-respect, they must have basic needs met: safety, shelter, food, water, and freedom from fear, addiction, and illness. None of the first level of Maslow's hierarchy is served by lifting the ban on camping. In fact it exacerbates a dangerous, terrifying environment that encourages lawlessness, drug use, instability, fear of rape and beatings, and squalor. There are plenty of buildings in Portland (the empty Denny's on Congress, within walking distance of the food pantry, for instance) that could be converted to emergency shelters for the winter for people who are unhoused; buildings that have flushing toilets, heating systems, and a huge parking lot to provide mental and medical assistance and mobile providers. As the Op-ed by the director of CHOM pointed out in today's paper, 180 more beds will be available in shelters by end of the month. We should emphasize sheltering those who need it this winter in emergency buildings, and not opening up public (and that means paid for by taxpayers and for the use of ALL the people of Portland, not just the unhoused) to unchecked tent encampments that quickly spiral out of control. Is it ideal to be in an emergency shelter overnight? No. But neither is it ideal to be in a tent. True fairness is not empowering one group over others; it is creating a compromise in which all stakeholders are equally disgruntled. It's not ideal to be a tax-payer, business owner, and trying to walk to work via a park (and not use fossil fuels) and being screamed at and threatened by someone driven to the edge of sanity by hunger, cold, and instability. I would far rather help the city take over a building to provide emergency shelter and a hot shower and a meal, even if it means some folks lose a sense of their autonomy for the night, than encourage a policy that allows unfettered camping in our public spaces.

Last winter, on a freezing night, I spent about an hour with a man wrapped in blankets and a sleeping bag outside of the Nickelodeon. I was worried. He was only moderately responsive. I bought him hot teas and food and called the police. It was about 9:30pm. The wind was fierce. When the police got there, they knew him immediately, and he had been kicked out of the shelter for fighting and harassing the people already there, and for drug use. The police spoke with him for awhile and he agreed to go spend the night in an overnight holding cell so he wouldn't freeze. They told me that no one wants anyone to freeze on the streets of Portland. I'm wondering if that's really true of our city councilors Anna Treverrow and Roberto Rodriguez. I suggest that they open their homes this winter to house as many unhoused people as possible, or allow their yards to be open for camping, with free access to their kitchen, laundry, and bathroom. That is one way these counselors could really help someone. Otherwise, Portland's city council needs to do their job and find and fund emergency shelters for the winter in existing buildings, insist on ordinances requiring other towns around Portland to build their own overnight shelters, and stop ruining the health, viability, and vibrancy of our city with ill-thought proposals such as this one.

Sincerely,

Genevieve Morgan, LCPC-c



Dena Libner <dlibner@portlandmaine.gov>

RE: Proposal to Allow "Camping and Loitering" in Public Parks # 68- 23/24

1 message

Jaye Gorham <jaye@portsidereg.com>
To: publiccomment@portlandmaine.gov

Fri, Nov 10, 2023 at 4:37 PM

TO: Portland City Council

The Friends of Ft.Sumner Park (FOFTSP) opposes the proposal that would allow homeless encampments this winter in public parks. We understand the good intentions about this complex issue. But the proposal does nothing to get at the root causes of the problem and in fact could make many other problems worse.

Our Friends group was founded to enhance Ft. Sumner Park on North Street, Munjoy Hill, to bring in neighbors, families, and visitors to enjoy the beauty and vistas of this small but special place.

All of Portland's public spaces are special. They are open for use by everyone. The proposal for "Camping And Loitering " would bring up so many side problems, for all parties involved, that go directly against that special spirit .

We respectfully encourage the City Council not to pass this far-reaching proposal.

Respectfully submitted,

Jaye Gorham

Jaye Gorham
Broker



Leading REAL ESTATE COMPANIES IN THE WORLD®

C// 207.671.7430 O// 207.619.7571

59 Baxter Blvd., Portland ME 04101

Cape Elizabeth - Portland - Yarmouth - Kennebunk

www.portsiderealestategroup.com

jaye@portsidereg.com

Please leave Jaye a Google Review!



Dena Libner <dlibner@portlandmaine.gov>

(no subject)

1 message

Ron Smalley <rasmalley1@gmail.com>

Fri, Nov 10, 2023 at 4:51 PM

To: publiccomment@portlandmaine.gov

No to allowing encampments.

No. No. No. No. No



Dena Libner <dlibner@portlandmaine.gov>

Order 68-23/24, Proposed Amendments re Camping and Loitering on Public Property1 message

Margaret <MBUSBY1@maine.rr.com>

Fri, Nov 10, 2023 at 10:34 PM

Reply-To: Margaret <MBUSBY1@maine.rr.com>

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>, "vpelletier@portlandmaine.gov" <vpelletier@portlandmaine.gov>, "ksnyder@portlandmaine.gov" <ksnyder@portlandmaine.gov>, "mdion@portlandmaine.gov" <mdion@portlandmaine.gov>, "pali@portlandmaine.gov" <pali@portlandmaine.gov>, "afournier@portlandmaine.gov" <afournier@portlandmaine.gov>, "atrevorrow@portlandmaine.gov" <atrevorrow@portlandmaine.gov>

As a resident of District 2, I'm writing to express my **strong opposition** to the proposed amendments.

While I readily acknowledge that this is an extremely complex issue, the proposed amendments offer no real solution. I'm tired of being afraid to walk in an area near my home, that being Harbor View Park. I am very doubtful that allowing camping in other city parks will cause campers to leave Harbor View and result in small groups spread out around the city. I am also doubtful that the proposed changes would truly be temporary. This approach feels like an abdication of responsibility until (at least) spring. It's clear that much of the City's staff is also opposed to the changes.

I also have to say that the optics of the timing of these proposals are terrible, being proposed by the District 1 Councilor right after sweeps that cleaned up her District.

I ask that you consider this opposition to the proposed amendments when voting. Thank you.

Margaret Busby
16 Stetson Court



Dena Libner <dlibner@portlandmaine.gov>

commenting on Order 68-23/24

1 message

Bryce Avallone <bryce.avallone@gmail.com>

Sat, Nov 11, 2023 at 7:25 AM

To: publiccomment@portlandmaine.gov

Hello,

Bryce Avallone

[147 Pleasant Ave, Portland, ME 04103](#)

I am commenting on Order 68-23/24 Amendment to Portland City Code Chapters 17, 18, and 25 re: Camping and Loitering on Public Property - Sponsored by Roberto Rodriguez,

Stop shirking your responsibilities to the voters and taxpayers of Portland. You are responsible for the health and safety of citizens, and yet you propose to let 200 homeless people degrade the quality of life for the entire city. The encampments have increased crime, drug use, and overdoses. Citizens are scared to be near them, and they have a negative impact on businesses and personal property values. And your proposal is to simply look the other way, as long as there are no tents at city hall. The current horrible situations in cities like San Francisco and Los Angeles are a warning to Portland. Unhoused people are not suddenly going to have more resources or start making better decisions at the end of this camping reprieve. You are simply kicking the can down the road instead of addressing the problem, while the city suffers. Shame on you.



Dena Libner <dlibner@portlandmaine.gov>

City Camping

1 message

gravel <gravel166@gmail.com>

Sat, Nov 11, 2023 at 9:26 AM

To: publiccomment@portlandmaine.gov

Please do not allow camping in the City of Portland. Mayor Snyder's solution to increase beds ensures both the safety of unhoused folks, as well as all Portland citizens. As an elementary Portland Public Schools teacher, I understand the impact of unstable housing on children and families. I also regularly sweep the area around my school for human feces, cannabis, and needles. All of which I have found. In addition, I've had a student, during the school day, bring me a needle, asking me "What's this Ms. Graves?" Allowing winter camping is not a humane solution, it is an ivory tower side-step that ignores the profoundly negative impact on our city and its citizens.

Sincerely,
Laura Graves



Dena Libner <dlibner@portlandmaine.gov>

(no subject)

1 message

Catharine Scruggs <scruggscatharine@gmail.com>

Sat, Nov 11, 2023 at 10:22 AM

To: publiccomment@portlandmaine.gov

Please DO NOT allow expansion or disbursement of homeless people to public spaces in Portland.

I am sympathetic to the unhoused people's plight. Additional safe and appropriate housing needs to be made available and offered. However. If they don't take the housing, they should not stay in Portland. It's ridiculous to plan for them to live outside in the winter. But options need to be offered to them year round.

Cities from Seattle to San Diego have become miserable for all inhabitants due to allowing homeless encampments.

Homelessness needs to be dealt with but not by ruining the city for everyone else. Portlanders need to be able to use their parks, paths etc. without fear.



Dena Libner <dlibner@portlandmaine.gov>

Encampments

1 message

Dana Earls <drearls@maine.rr.com>
Reply-To: drearls@maine.rr.com
To: publiccomment@portlandmaine.gov

Sat, Nov 11, 2023 at 2:51 PM

I urge you not to allow more camping on a temporary exception to the City's prohibition on camping and loitering on City property. If you keep enabling this, it will continue to grow. Stop it NOW!

Dana Earls

[62 Torrey St](#)

[Portland, ME 04103](#)

207-671-8326

Nov. 11, 2023

Dear Mayor Snyder and City Councilors,

We, the 130 members of *Portland Voices*, ask that you reject Order 68 23/24, which would amend our current city code and allow camping and loitering on public property.

Portland Voices is a grassroots volunteer group of Portland residents who have come together to work with community leaders to end encampments on public property and encourage alternatives and related assistance. Our mission is committed to supporting policies that promote the safety of Portland residents, the communities' natural beauty, and its affordability and livability. We have no political affiliation. We represent every district in the city, have experiences from many different occupations, and many of us have family members who struggle with or have passed, due to mental health and substance use disorders.

Since this summer, we have observed the encampments and the City Council meetings and workshops, we have met with city staff, and we have held meetings with every candidate who ran for mayor or the City Council. We have been concerned for the health and safety of the inhabitants of the encampments, the residents of Portland, the businesses of Portland, and our streets, parks, and trails. Since our inception, we have agreed with the U.S. Interagency Council on Homelessness and the Statewide Homeless Council's statement: "Encampments, and services to formalize, endorse, or prolong encampments themselves, are counter to Maine's strategy of ending homelessness."

The current proposal to allow for camping and loitering in parks, on sidewalks, and in cars through the winter is dangerous for the unhoused, creates public safety issues, and will most likely overwhelm city staff, the police, and support services. With regard to the safety of those in tents, they risk exposure to freezing temperatures, fire hazards (due to dangerous heating methods), exposure to infectious diseases, decreased access to care, increased risk of violence and assault, and maybe the most dangerous, isolation. Public safety risks include exposure to used needles, unsanitary conditions (due to lack of facilities at most parks), tents and belongings obstructing paths and sidewalks (snow and ice will only compound this issue), and exposure to drug use and violent behavior. Lastly, having tents scattered around the city will make outreach, policing, and emergency response more difficult, time consuming, and therefore costly. The ECRT was designed to focus on one area with the benefit of having a resolution date, this proposal eliminates both of those benefits and will limit the effectiveness of the ECRT.

It should also be noted that the following city departments either do not recommend or have strong concerns about this proposal's impact to public safety:

- Parks, Recreation and Facilities
- Health and Human Services
- Police Department
- Public Works
- Housing & Economic Development Department

In closing, we would like to see an effort to help people get inside this winter. It would be great to see the HSC and its wrap around services be utilized as it was intended. Perhaps another location could be targeted to get more people out of the cold? The neighborhoods and businesses that have abutted the encampments have been very clear and vocal about their safety concerns and the ongoing issues of drug use, violence, and trash at the encampments, why would putting more encampments in more neighborhoods be a solution?

This proposal before the Council is not a solution. It only creates more encampments with greater risks and more challenges.

Portland Voices



Dena Libner <dlibner@portlandmaine.gov>

Encampments, astroturf, & corporate takeover of public spaces

1 message

Avery Yale Kamila <avery.kamila@gmail.com>

Sun, Nov 12, 2023 at 7:00 AM

To: Kate Snyder <ksnyder@portlandmaine.gov>, Anna Trevororrow <atrevorrow@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, rphillips@portlandmaine.gov, Andrew Zarro <Azarro@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, publiccomment@portlandmaine.gov, Danielle West -Chuhta <dwest@portlandmaine.gov>, Anne McGuire <amcguire@portlandmaine.gov>, Ethan Hipple <ehipple@portlandmaine.gov>

Dear Mayor, Mayor-elect, and Councilors,

Thank you all for your leadership of our city in these difficult times. I appreciate this council's empathy and concern for the community and understand the difficult choices the city faces. I'm writing about two issues before the council, the proposal to legalize camping in city parks and the proposal from Portland United to use Fitzpatrick rent-free. Both are seriously flawed.

Regarding legalizing encampments, I write to you as a resident who knows a number of people living in the encampments, where sex, drugs and stolen goods (such as bicycles) are the main currency. One of the people I know is a close family member struggling with substance use syndrome who left a safe home to join the lawless encampments where there are no rules, requirements or responsibilities. However, all of that comes with a high risk of assault, theft and disease. My close family member has experienced all three while living in the unsafe and unsanitary Portland encampments. My family and I want our family member out of the encampments, but we have no ability to make them leave as long as the city condones camping. Sometimes they stay in one of the shelters or the Florence House, but they prefer the freedom of encampment life. Sadly, this freedom comes with ever-diminishing quality of life and constant risk of serious injury or death. The same downward spiral is true for the life of every other person I know in the encampments. Except for one person I knew. He's no longer with us because he died in the Portland encampments. I support increasing shelter capacity and only allowing camping if it is supervised by city staff and has access to toilets, showers and a warming space.

Regarding allowing Portland United to use Fitzpatrick Stadium rent-free for up to 10 years, I write to ask you to significantly modify this proposal before adopting it, should you choose to do so. The bulk of the proposed improvements to the property are for facilities that will not be accessible to the public nor to Portland Public School students or other users of the field. Forgoing all rent and also handing over all concession income with no commission is fiscally imprudent, and the commissions proposed for advertising, etc., are much too low. This is a public asset owned by the city and mostly used by school children. They need to be our priority, because past decisions at this stadium did NOT prioritize children. If those decisions had, the city would have never installed a toxic astroturf field. Artificial turf fields are increasingly becoming financial liabilities due to the fact they're made with PFAS and other toxic plastic ingredients which have been linked to deadly cancers in players. <https://www.theguardian.com/society/2023/mar/10/phillies-ball-players-cancer-artificial-turf> In addition, these fake turfs lead to microplastic pollution in our waterways and increase the heat island effect at the stadium and on the surrounding properties (which includes a school). The other poison pill in the Portland United proposal is the \$200,000 to install another toxic astroturf field elsewhere in the city, so that we can expose more children to its deadly plastic particles, heat up another neighborhood and pollute our waterways more. This proposal as written favors the self-interest of the Portland United investors at the expense of Portland's children and the environment. It's a terrible deal for Portland.

Thank you for considering my comments.

Sincerely,
Avery

—
Avery Yale Kamila, AOLCP
Co-founder
Portland Protectors
PO Box 4242
Portland, ME 04101
207-780-0915
www.facebook.com/portlandprotectors



Dena Libner <dlibner@portlandmaine.gov>

Order 68-23/24 Amendment to Portland City Code Chapters 17, 18, and 25

1 message

Amanda Avallone <amanda.avallone@gmail.com>

Sun, Nov 12, 2023 at 7:20 AM

To: publiccomment@portlandmaine.gov

Amanda Avallone
 147 Pleasant Avenue
 Portland, ME 04103

I am commenting on Order 68-23/24 Amendment to Portland City Code Chapters 17, 18, and 25 re: Camping and Loitering on Public Property - Sponsored by Roberto Rodriguez

Order 68-23/24 is deeply flawed because it is built on numerous assumptions that are being presented as facts.

Assumption 1: *Tent camping through a Maine winter without services like electricity and sanitation qualifies as humane treatment that respects the value and dignity of human beings.* Whether it's under a bridge or in the park on my street, camping is not a humane solution. If someone came to the council with a proposal to house prison inmates in such conditions, you would be horrified--and rightly so. The existence of these camps—wherever they are--should be seen as a badge of failure and a source of shame for our society.

Assumption 2: *Given the opportunity, the people living in the large encampments would voluntarily disperse throughout the city.* History teaches us that people do have reasons for where they travel and congregate—it's not random, even if we don't always understand those motivations. What makes the framers of this proposal think that smaller, dispersed parks will be preferable? And if folks don't voluntarily move, what then—forced relocation?

Assumption 3: *Legalizing camping throughout the city will reduce crime.* Even if people do create smaller encampments in multiple parks, what makes council members think that there will be less crime? The conditions of mental illness, drug addiction, poverty, and desperation are not conducive to law-abiding behavior. Do council members really expect the campers to self-manage keeping the parks sanitary, maintaining the required right-of-way on sidewalks, and refraining from cutting down trees to keep warm, or even committing violence against one another and their neighbors? Have you talked to the police about their bandwidth to monitor multiple encampments?

Assumption 4: *Anyone who opposes Order 68-23/24 is heartless and inhumane.* Opposing this particular proposal does not signify mindless acceptance of others' suffering. It might just mean recognizing a bad idea when you see one. Simplistic and polarizing rhetoric that depicts the unhoused as victims and demonizes opponents as perpetrators will not help our community to navigate this complex problem.

I urge you to go back to the drawing board and come up with better short-term options, ones that are both humane and moving us toward an actual long-term plan for addressing homelessness in our city. If the purpose of this proposal was to get citizens' attention, it worked. We are listening. Now present us with something less absurd.



Dena Libner <dlibner@portlandmaine.gov>

Opposed to Order # 68-23/24- Allowing Camping and Loitering on Public Property

2 messages

'Karen Snyder' via Public Comment <publiccomment@portlandmaine.gov>

Sun, Nov 12, 2023 at 9:41 AM

Reply-To: Karen Snyder <karsny@yahoo.com>

To: Anna Trevorrow <atrevorrow@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, Andrew Zarro <azarro@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, "rphillips@portlandmaine.gov" <rphillips@portlandmaine.gov>, "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Cc: Danielle West <dwest@portlandmaine.gov>

Dear Portland, ME City Councilors and Mayor Snyder,

Please oppose or have withdrawn **Order # 68-23/24- Allowing Camping and Loitering on Public Property** for the following reasons:

- 1. Legalizing encampments will cause nothing but problems for the city and its residents.** For example, even before this latest surge in encampments, I had a homeless person enter my building through the first-floor tenant kitchen window while the previous tenants were in the apartment. The police were called and removed the intruder very quickly. In addition, the intruder was camping in my backyard for about 2 days and left a shocking amount of plastic and dirty needles that I had to pick up. My previous tenants were a bit freaked out by this episode.
- 2. Allowing encampments in parks especially during winter is really not compassionate as shown what happen in Anchorage, Alaska this winter all ready.** Just this year alone, 49 homeless have died in encampments. [Record homeless deaths in Anchorage increases as major winter storm drops more than 2 feet of snow - CBS News](#)
- 3. Good and effective policy cannot be crafted unless there are actual metrics that is being collected and are transparent to the public since this is public policy.** For example, the city website on Homeless Data and Reporting, about 1/2 of the links are broken, and the rest of the links have outdated data. [Homeless Data & Reports | Portland, ME - Official Website \(portlandmaine.gov\)](#). As such, these ordinance changes are being proposed without having the proper metrics or justifications such as the following.
 - o How many people are actually in the encampments besides counting just tents?
 - o How did they become homeless?
 - o How long have they been homeless?
 - o How many have mental or behavioral issues?
 - o How many are amenable to going to shelters?
 - o How many are NOT amenable to go to shelters?
 - o How many have substance abuse issues?
 - o How many are from out of state, other Maine towns, etc.
 - o Consequently, if there are/were plenty of case workers, then these case workers should have had a standardized check list of questions to collect this data, then these documents should have been gathered, entered into a database for further statistical development to come up with well-crafted short-term and long-term solutions and policies.
- 4. Damage to Park System** - Granted not as important as the above 3 reasons but for 15 years I have been picking up debris and dirty needles from all the previous small encampments that popped up on Eastern Prom and this was when it was prohibited to camp, use alcohol, drugs or smoke. I can't even imagine what kind of damage this proposal would do our park system.

Instead of Order # 68-23/24, below are some possible short-term solution considerations:

- 1. Have a Re-vote to increase the bed count from 208 to 258 at Riverton Homeless Service Center** <https://www.portlandmaine.gov/712/Homeless-Services-Center> even though it was voted down recently by Portland City Councilors.
- 2. Move the 131 Riverton Homeless Service Center beds being occupied by asylum seekers to their new 179-bed asylum seeker facility** which is supposed to be open by November 2023. [Portland moving forward with new Riverton shelter for asylum seekers | Maine Public](#)

3. **Pursue housing homeless overflow from Riverton Homeless Center to the new 179-bed Asylum Seeker facility** which seems only fair since the asylum seekers took most of the beds for months in Riverton Homeless Service Center.
4. **Pursue reconfiguring the Long Creek Youth Development Center in South Portland.** I believe this is an under-utilized state facility. This facility originally had 168 bed capacity. If any teens left, can they be transferred to other facilities? State license would also have to be changed. <https://www.maine.gov/corrections/longcreek>
5. In addition, **there need to be effective and comprehensive process regarding how to handle the people that refuse to go into shelter or housing** but leaving them in encampments in the city open spaces and parks is not a realistic option.

I hope the above is taken into consideration. If not, then Portland, ME will not be a livable and sustainable city any longer to the actual residential taxpayers of this once beloved city.

Regards,
Karen Snyder
D1 Resident - Waterville St.

'JEAN MC MANAMY' via Public Comment <publiccomment@portlandmaine.gov>

Sun, Nov 12, 2023 at 10:30 AM

Reply-To: JEAN MC MANAMY <ninimaine@aol.com>

To: Karen Snyder <karsny@yahoo.com>

Cc: Anna Trevorow <atrevorrow@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, Andrew Zarro <azarro@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, rphillips@portlandmaine.gov, publiccomment@portlandmaine.gov, Danielle West <dwest@portlandmaine.gov>

Awesome job Karen. Unfortunately, the MHNO needs to send an equivalent letter. Thank you for doing this.

Nini McManamy
Sent from my iPad

On Nov 12, 2023, at 9:41 AM, Karen Snyder <karsny@yahoo.com> wrote:

[Quoted text hidden]



Dena Libner <dlibner@portlandmaine.gov>

Feedback on Order 68-23/24

1 message

Karen Lambek <karenm982@gmail.com>

Sun, Nov 12, 2023 at 10:44 AM

To: ksnyder@portlandmaine.gov, atrevorrow@portlandmaine.gov, rodriguez@portlandmaine.gov, pali@portlandmaine.gov, afournier@portlandmaine.gov, pelletier@portlandmaine.gov, rphillips@portlandmaine.gov, azarro@portlandmaine.gov, mdion@portlandmaine.gov, annabportlandme@gmail.com, publiccomment@portlandmaine.gov

To the Mayor and Members of City Council,

I have been a resident of D4 since 2010 and have been a Portland resident since 2004, and I have two children aged 7 and 10 that attend OAES. Our owned property shares a boundary with Heseltine Park, about 2 blocks away from OAES, and I am writing to state my opposition to the proposed addendum to allow camping in city parks through the winter. I understand this proposal is to address the homeless crisis that so many cities are facing right now, but as a result will put our residents (including children) at risk.

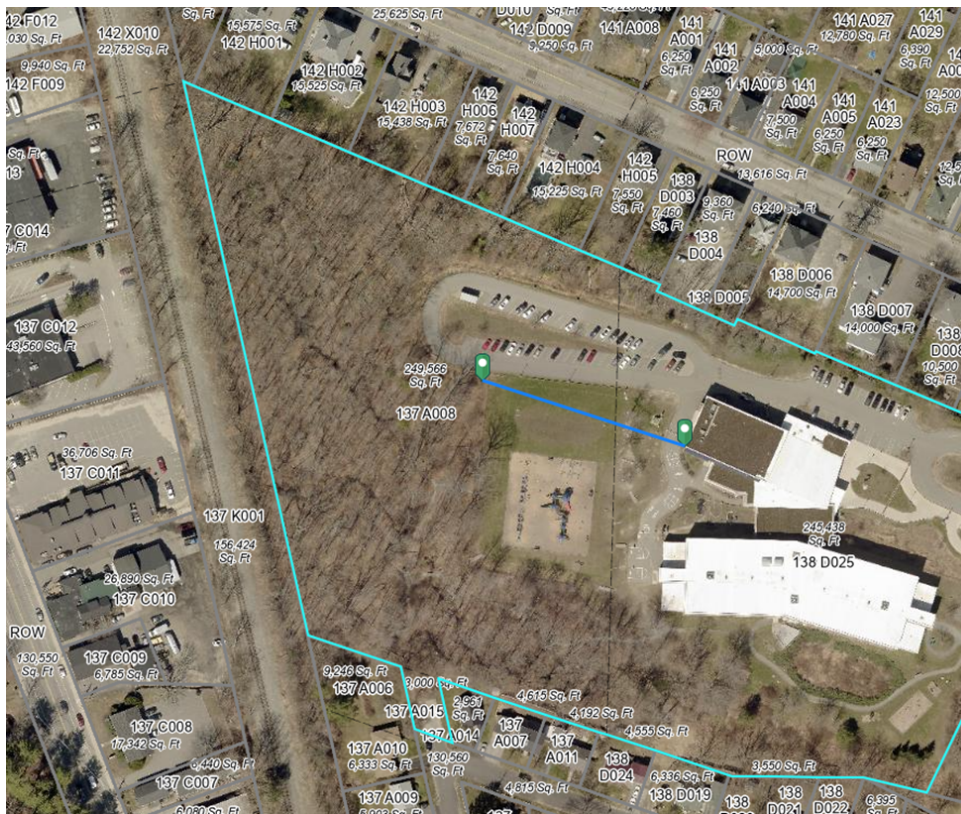
On a daily basis, there are children and families enjoying Heseltine Park, rain or shine, as well as *throughout the winter*. Cold/bad weather does not deter families with children from visiting the park, as I can verify by having lived at this location since 2010. The proposal states that "this exception is limited to the perimeter of the playground and does not include any surrounding or adjacent public place." I cannot find how this "perimeter" is defined. Can a tent be placed just outside the playground extent? Heseltine is a small park with no facilities except for one small trash can emptied weekly. I cannot see how allowing camping anywhere in Heseltine (or other parks with playgrounds of this size), regardless of proximity to the playground, is a safe option for residents. We all know what the campsites in Portland look like, with trash, needles, stolen bikes, and debris scattered everywhere due to lack of receptacles, as well as people with a history of mental health illness. Due to its small size, if any tents are placed anywhere within the entire boundary of the park, even outside this undefined and hard to regulate "perimeter", I do not think families would feel comfortable accessing Heseltine. My sentiment applies to all "allowed" smaller parks with playgrounds.

The proposed addendum also mentions that camping would be allowed beyond 250 feet of a school building. As shown in the screenshot below and attached (the blue line represents 250'), this would include the entire wooded area behind OAES, which is school property that is used daily by kids walking and biking to school, as well as classes and the Rec program that walk the trails. There are zero facilities in these woods, not even a trash can. Our family walks or bikes to school every day through these woods, regardless of weather or time of year, as do many other students who we see on a daily basis. The screenshot shows that the 250' distance from the school building doesn't even reach the back portion of the staff parking lot.

If camping is the only solution at this point (as opposed to indoor housing), I am curious how spreading out the encampments into city parks/public spaces is seen as a better option than localized, defined encampment(s) with access to sanitary facilities (portable toilets, dumpsters, police presence, social work resources, etc). The smaller city parks do not have these sanitary facilities available and will therefore make these areas unsafe to access.

Can you also explain the reasoning for *not* allowing camping at City Hall Plaza or Monument Square? This seems like an obvious contradiction in the proposal. These are places with trash cans that get serviced regularly and are near public buildings with restroom facilities. Disallowing camping in these high-visibility locations, in favor of spreading out our unhoused population to more spread out areas of the city, doesn't serve anyone's best interests. If anything, it would just propagate the problem by moving people out of sight, where their well being can be more easily ignored. I can't imagine that is what the city council intends, but that would be the impact of this proposal. If camping would be allowed in all these other public spaces in Portland used daily by residents including children during the winter months, why not allow it at City Hall where the drafters of this proposed addendum frequent regularly?

Please consider the residents of Portland (and their children) when voting for this addendum. Thank you,
Karen Lambek



OAES_250Feet.JPG
222K



Dena Libner <dlibner@portlandmaine.gov>

Camping rule suspension proposal

1 message

Ben Allen <loopmusic@gmail.com>

Sun, Nov 12, 2023 at 11:20 AM

To: publiccomment@portlandmaine.gov

Cc: atrevorrow@portlandmaine.gov, rrodriguez@portlandmaine.gov, pali@portlandmaine.gov, afournier@portlandmaine.gov, vpelletier@portlandmaine.gov, azarro@portlandmaine.gov, mdion@portlandmaine.gov, ksnyder@portlandmaine.gov, council@portlandmaine.gov

Councilors,

The recent crescendo of reports of overdoses, violence, human trafficking, and drug deals around the campsites would clearly show that these are not 'safe' spaces for ANYONE to live. Let alone during a Maine winter.

My son currently attends Baxter Academy. Baxter is located just off Marginal Way/Somerset encampments and prior to the clearing of the site there, he witnessed open drug use EVERY day within 2 blocks from the school. When going to & from the school, he and his fellow students have had to run a gauntlet of individuals who were clearly 'under the influence' and exhibiting unpredictable & often scary behaviors.

I would like to express, in the strongest terms, my opposition to the proposed amendments to the Portland City Code chapters 17, 18, and 25 re: Camping and Loitering on Public Property sponsored by Councilors Roberto Rodriguez and Anna Trevorrow.

Enabling people to return to the sites which have been cleared is the wrong decision and a betrayal of the tax-paying citizens and businesses of Portland, who have been negatively impacted by the influx of people at the various campsites.

The suggestion that the Council should consider suspending the City-wide Camping Ordinance is jaw-dropping.

Our police ALREADY are prevented from enforcing the City's laws inside the encampments. Inviting more people to camp, potentially in multiple new locations where the Police will be unable to enforce the law, is unconscionable. Unsafe for those in the encampments and for the tax-paying, law-abiding residents of Portland.

The root causes of the current homelessness crisis are complex. This is a NATIONAL problem and however well-intentioned, one city cannot expect to solve the issue. Even locally.

I think it bears repeating, that what we have is **primarily an addiction issue and not a housing issue**. Calls for affordable housing will not solve this problem, just like calls to ban short term rentals will not solve the homelessness crisis.

Rather than asking 'What should we do?', the Council needs to be asking 'What **can we reasonably do with the resources available to us?**'.

Thanks for your close attention to this critical issue.

Respectfully,
Ben Allen

Sent from my phone.
Expect a few typos!



Dena Libner <dlibner@portlandmaine.gov>

Re: Order #68-23/24

1 message

Kendra Allen <kendra.f.allen@gmail.com>

Sun, Nov 12, 2023 at 11:59 AM

To: publiccomment@portlandmaine.gov, council@portlandmaine.gov

Dear all,

I'm sitting here, dumbfounded, just having learned that the Portland City Council is currently considering a proposal to open city property to campsites for unhoused through the winter and into spring 2024. Please explain to me, where is the logic in this?

I'm a parent of a 14 year-old who, every school-day, dodges inebriated and unpredictable transients to whom the Somerset and Marginal Way encampments were "home." Now that those encampments have been cleared (for which I am grateful) and these populations seek out new territories, I fear the places we all look to as an open space for peace and respite could now become hotbeds for continued violence, theft, crime, drug- and human-trafficking, not to mention overdose and hypothermia deaths.

I fully appreciate that not every person in every tent is a criminal or an addict, which makes this proposal even more upsetting. The unhoused people who are fighting systemic injustices that contributed to the loss of a home, and who are genuinely hoping to improve their living conditions deserve safe spaces of their own. The "Housing First" approach could be a logical, humane, and would be a reasonable next step to ensure the well-being of those who are committed to a safe, secure existence. But this "Tents Anywhere" proposal is *unreasonable*, illogical, and ultimately, inhumane.

The nation's problem of homelessness is not and cannot be Portland, Maine's problem to solve. The more attractive and "sticky" Portland makes itself as a destination for unhoused around the region and nation, the less safe its residents will be. This is not opinion or conjecture; the exponentially increasing crime stats from recent years bear this out in black and white.

It is not an exaggeration to say that even after uprooting and moving hundreds of miles to Portland to raise my family, I am actively considering relocating to a community where its law-abiding citizens are ensured a safe and peaceful environment in which to "live, work, and play." This philosophy and assurance was what drew me to raise my family in Portland over a decade ago.

I sincerely hope the safety and security of Portland's law-abiding, tax-paying, culturally- and economically-contributing residents re-emerges as a priority for this City Council.

It goes without saying that the nation's increasing problem of the homelessness/addiction spiral is absolutely heartbreaking. But as well-intentioned as this proposal may be the problem is simply too big, too complicated, and too entrenched for one small city to solve. And if this City Council thinks a "temporary" solution is spreading out the encampments to all of Portland's public spaces (minus a few playgrounds and, interestingly, City Hall) I cannot in good conscience stand by in silence.

This move would be breathtaking in its irresponsibility and shortsightedness. I'm baffled at how we've ended up at this impasse. But I cannot remain silent and watch the city I call home, my family calls home, open its safe and beautiful public spaces to the inevitable darkness and tragedy that follows an addicted, unencumbered population whose primary motivator is securing their next score, not the safety of their community.

Thank you for your consideration of this resident's concerns as you hear the proposal for opening public spaces to encampments.

Respectfully,
Kendra F. Allen
Portland, ME

Sent from my iPhone, please forgive typos.



Dena Libner <dlibner@portlandmaine.gov>

Order 68-23/24

1 message

Bayside Neighborhood <bnaportland@gmail.com>
 To: publiccomment@portlandmaine.gov

Sun, Nov 12, 2023 at 11:59 AM



BAYSIDE
 NEIGHBORHOOD
 ASSOCIATION
 bnaportland@gmail.com

To Mayor Snyder and Members of the City Council,

The board of directors of the Bayside Neighborhood Association is categorically opposed to amending the city's camping and loitering ordinance as proposed by Order 68-23/24, "*Amendment to Portland City Code Chapters 17, 18, and 25 re: Camping and Loitering on Public Property.*"

For over two decades the Bayside neighborhood has borne witness to the terrible human suffering of unsheltered homelessness. We remain the center of the encampment crisis and continue to bear the brunt of its community-wide harms. We also continue to advocate for holistic, evidence-based solutions.

Order 68 is not a solution. It offers nothing whatsoever to improve the safety and recovery of unhoused people or mitigate the pressure encampments exert upon residents and businesses in their vicinity, whether in Bayside or any other neighborhood.

In fact the street and sidewalk camping and loitering allowed by this amendment are the same unregulated loitering and encampment-like conditions that have been allowed in Bayside for many years - despite existing city ordinances prohibiting them.

Order 68's apparent restrictions, such as requiring 5' of space for pedestrians to pass people sleeping or loitering on sidewalks, have never been effectively enforced in Bayside and are all but *unenforceable* without the collective cooperation of service providers, the DA's office and the jails with the Portland Police Department - coordination *which does not meaningfully exist*.

Order 68 suggests no mechanism to address this pre-existing condition; rather it threatens to further entrench the dismal notion that a sidewalk can reasonably serve as a human being's bed, living room, and bathroom.

Sanctioning outdoor living as a solution to homelessness is simply wrong, and has been proven disastrous to the health and safety of encampment occupants and the broader community alike in other municipalities. Rape, stabbings, coercion, human and drug trafficking, disease, and overdose are so common as to have become normalized. These traumas ripple out and corrode the physical and psychological safety of the entire community.

The sanctioned camping envisioned by this amendment is not supported by the Maine Statewide Homeless Council. It is not condoned by local and national leaders in housing and homelessness policy. The United States Interagency Council on Homelessness (USICH) explicitly cautions *against* doing what Councilors Trevorrow and Rodriguez have proposed:

- *The formation of encampments does not represent an end to homelessness, and strategies that focus on making encampments an official part of the system for responding to homelessness can serve to distract*

communities from focusing on what is most important-connecting people experiencing homelessness to safe, stable, permanent housing.

- *Authorizing encampments as an official part of the system for responding to homelessness creates costs to ensure the safety, security, and well-being of the people living within the encampments, which can prevent funding from being directed to supporting and creating permanent housing and service options for all who are unsheltered.*

Perhaps most importantly it is *not supported by Portland's city staff.*

Every City department with expertise on encampments has listed dozens of reasons why sanctioning encampments is detrimental to the health and well-being of all involved – they promote disease, violence and fire hazards; endanger staff; decrease ADA compliance; permanently damage trees, natural features, and city infrastructure; etc., at great expense to taxpayers, community morale, and the well-being of the unhoused.

Worse yet, endorsing and facilitating outdoor homelessness will frustrate the efforts of the Emergency Crisis Response Team, the first genuine effort the City has made in 30 years to form a coordinated response to homelessness in Portland - an effort that was just beginning to find its stride.

Portland has the opportunity to learn from the mistakes made in other communities that have chosen to sanction encampments. Failing to do so will cast the die for Portland as surely as it was cast for Bayside. There will be no going back from this action.

The BNA asks you to vote no on this order, table it permanently and focus instead on housing-based solutions to homelessness.

Sincerely,

Sarah Michniewicz
President, Bayside Neighborhood Association

BNA Board of Directors

Colette Bouchard
Amy Geren
Jim Hall
Alex Landry
Susan McCloskey
Rob Sylvain
Deborah Van Hoewyk

--

Mission Statement

*The **Bayside Neighborhood Association (BNA)** brings members of the Bayside community together. BNA brings conversations about Bayside to Bayside and to the greater community in a way that organizes, informs, and empowers residents; social service and other organizations; local businesses; and city representatives to form meaningful and long-term partnerships. BNA*

preserves and promotes safety, multi-cultural diversity, housing, and carefully planned social, economic, and physical development in this unique urban community.



Dena Libner <dlibner@portlandmaine.gov>

Reject both Order #64-23/24 and #68-23/24

1 message

Joanna Sturiano <joannasturiano@gmail.com>

Sun, Nov 12, 2023 at 12:00 PM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>, council@portlandmaine.gov

Dear Portland City Council,

I am writing to request you reject both Order #64-23/24 and Order #68-23/24 at this Monday's council meeting.

I live in District 1, and make my living working at a small local business in Portland. I am able to afford to live near my job and contribute to Portland's economy by working here solely because of the below-market rate rent I am lucky that my landlord (--at a cost to themselves only, because of the lack of city incentives to foster affordable housing--) chooses to accept.

I urge you not to lose sight of the most crucial issue facing Portland and its residents today -- the need to ensure the creation and maintenance of safe, affordable housing for all who are in need of it, so folks can live and work here safely and with dignity.

Note that this need does NOT extend to the creation or maintenance of the already overwhelming (--and in the case of short-term rentals, often illegal--) numbers of luxury rental condos, "vacation homes" or second- or third-home properties, investment properties for landlords operating outside of Portland, or unpermitted short-term rentals hosted in Portland which prevent the city from housing its own residents.

Our housing must be safe, secure, and affordable for all. Tents and outdoor encampments do not meet this definition, especially not in a Portland winter, and to suggest otherwise is to invite harm upon those who live in such structures. To have no home in which to live is not a crime, it is a problem, rooted in economic inequality, which our city must use its resources and leadership to help folks solve.

It should be abundantly clear that now is not the time and Portland is not the place to consider inviting professional sports teams to make use of our city stadiums and parks.

Portland City Council, it is your responsibility to enact and carry out public policy to ensure that all Portlanders can be housed safely, and can use Portland's public spaces -- green space and otherwise -- for our safe transportation, recreation, and health. Do not repurpose our parks or sidewalks or sports fields for unsafe temporary housing spaces or for the generation of profit by outside commercial entities such as the USL soccer franchise, at the expense of Portlanders' safety and ability to live affordably in Portland!

Enforce existing laws on the number of short-term rentals in Portland by identifying and then levying and accurately collecting fines on illegal short-term rentals! Brainstorm new ways to make short-term rental income something the city can take a fairer share of through higher taxing or more oversight and safety administration, to make such rentals provide safe lodging conditions equivalent to the standards hotels must provide via their hotel taxes, and to give money back to the city so that Portland's housing stock is not depleted by the removal of units for conversion to short-term rentals. Ensure that short-term rental income does not become solely personal profit for those short-term rental property owners who would sell out our city's former long-term rental housing stock for their own profit, and who impede our city's ability to house its own residents (which ironically, makes local small businesses less able to find and keep staff to run the shops and restaurants which the short-term rentals tout as charms of Portland). Levy vacancy fees on commercial real estate owners who keep our city's commercial storefronts vacant for years on end and impede economic growth because of their unwillingness to offer affordable leases and rents to small businesses!

Most importantly, do not expect Portland taxpayers to shoulder the financial and health burden of bringing in a business in the form of this soccer league which would not serve us, and do not insult the dignity or injure the safety of people without housing by suggesting they spend a Portland winter outdoors in our public space.

Thank you for your consideration.

Joanna Sturiano
District 1 resident



Dena Libner <dlibner@portlandmaine.gov>

Order 68-23/24 Amendment to Portland City Code Chapters 17, 18, and 25" in your subject line

1 message

Kathleen Finn <katfinnpdx@gmail.com>

Sun, Nov 12, 2023 at 5:18 PM

To: publiccomment@portlandmaine.gov

To City Council, Mayor Dion and the City Manager:

In regards to the proposed change to the city ordinance to allow public camping — It's appalling. The councilors are misguided and are not thinking about the long term sustainability of the city. This will devastate the city much like the same proposals have degraded the once beautiful cities of Seattle, Portland, San Francisco, Los Angeles and San Diego. I strongly encourage you to travel to the West Coast if you have not been in the past two years and get a peek into our future if open air drug markets are encouraged via legalization.

By legalizing camping, you are opening the floodgates even further than they were this fall when 297 tents littered the landscape. What is the end game? To continue to allow people to flow into the city and live in lawlessness in perpetuity? I fail to see how that helps anyone. You are condemning people to life on the street. And, you are draining the life out of a city that relies heavily on tourism to thrive.

The councilors refer to Portland's most vulnerable residents, yet I am going to guess that only a small portion of the people living in the open air drug markets actually have ties to Portland. The remaining people are from other Maine communities and surrounding states. I agree the city has a responsibility to the residents of Portland, Maine, but I don't agree we have to be a regional hub for people struggling with drug addiction and mental illness to live in degradation and squalor on our sidewalks. The open air drug markets must not be allowed to grow roots and become entrenched. Legalizing criminal activity begets more of the same.

I recognize all of the councilors and our new mayor are inhabiting roles that are super challenging. It's a desperate, chaotic and complex problem that you are charged with helping to fix. But Trevorrow and Rodriguez's 'solution' is not a solution. It's not equitable for the entire city of Portland — there are 65,000+ other people to consider. It's not humane. It's short-sighted and foolish. Please don't throw your hands up and give up and give in — legalizing encampments would be a death knell for our city by the bay.

Kathleen Finn

katfinnpdx@gmail.com

D-3



Dena Libner <dlibner@portlandmaine.gov>

Opposed to moratorium on Encampment sweeps

1 message

Jean Wiecha <jlwiecha@gmail.com>

Sun, Nov 12, 2023 at 5:22 PM

To: KSnyder@portlandmaine.gov, Pious Ali <PAli@portlandmaine.gov>, "atrevorrow@portlandmaine.gov" <atrevorrow@portlandmaine.gov>, vpelletier@portlandmaine.gov, "azarro@portlandmaine.gov" <azarro@portlandmaine.gov>, "mdion@portlandmaine.gov" <mdion@portlandmaine.gov>, "rrodriguez@portlandmaine.gov" <rrodriguez@portlandmaine.gov>, "rphillips@portlandmaine.gov" <rphillips@portlandmaine.gov>, PublicComment@portlandmaine.gov

I am writing as a West End resident and taxpaying homeowner **to register my objection to the 3 proposed city ordinances to enact an Encampment Sweeps Moratorium**. Encampments erode neighborhood safety. I get that homelessness is a complicated problem, but it is not fair to lay the problem at the doorsteps of homeowners in residential neighborhoods.

The encampments in the West End must be closed as soon as possible. The harbor view park encampment is filled with trash, stolen bicycles and rats. I've seen the drug use there. Individuals at the Western Prom encampment have threatened nearby residents (including an attempted break-in) and the smell of human waste now percolates into the Western Cemetery.

Portland's parks are-- or were-- among its greatest assets. Just a few years ago this was a remarkably walkable city. Now the parks must be avoided. But the parks belong to the public and we want them back. Ms. Trevorrow's comment, quoted in the Portland Press Herald, that we can all "share" the parks is naive and ignores the reality that being in the vicinity of individuals behaving erratically and unpredictably is frightening.

I must also comment on the absence of action by the Portland police on the issue of stolen bikes in the encampments. During sweeps, police should sequester bikes for a period of time to allow Portland residents an opportunity to identify and take back their stolen bikes. Bike theft in the West End is epidemic.

Mayor elect Mark Dion has the right idea and I support his proposed strategies. Let's end encampments in Portland. And let's hire more police so we can have foot patrols to improve our neighborhood safety in the meantime.

Jean Wiecha

-

Web: www.jeanwiecha.com

Art IG: @jlwiecha

My book IG @discoverherart . More info [here](#)***Deep breath in, slow breath out.***



Dena Libner <dlibner@portlandmaine.gov>

the encampments

1 message

Christine McHale <camchale13@gmail.com>

Sun, Nov 12, 2023 at 5:39 PM

To: PublicComment@portlandmaine.gov

Please do not allow camping over the Winter. It is just flirting with disaster

Thank you.

Christine



Dena Libner <dlibner@portlandmaine.gov>

Change of City Code To allow camping....on city property please No

1 message

Suzanne Hunt <shunt2951@gmail.com>

Sun, Nov 12, 2023 at 6:23 PM

To: publiccomment@portlandmaine.gov

I am against this proposal. It is an invitation to calamity. Will i wake up to a tent pitched on the sidewalk in front of my house...the police, fire, and rescue be undermined and over whelmed. This is a naive and dangerous proposal.

Suzanne Hunt
36 Winter Street
Portland Maine

Sent from my iPad



Dena Libner <dlibner@portlandmaine.gov>

Allowing tenting almost everywhere

1 message

Jacqueline Cohen <jackicohen316@gmail.com>

Sun, Nov 12, 2023 at 7:14 PM

To: publiccomment@portlandmaine.gov

I am totally opposed to the Rodriguez and Trevorrow idea of putting the unhoused in tents around Portland. A plan to place them indoors must be developed and it looks like shortly there will be room in a shelter for many.

Please reject their poorly thought plan.

Jacqueline F Cohen

Sent from my iPhone



Dena Libner <dlibner@portlandmaine.gov>

Order # 68-23/24-Allowing Camping and Loitering on Public Property

1 message

e w <eenebw@hotmail.com>

Sun, Nov 12, 2023 at 10:30 PM

To: Kate Snyder <ksnyder@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Anna Trevorrow <atrevorrow@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Andrew Zarro <azarro@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, "rphillips@portlandmaine.gov" <rphillips@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>
Cc: "dwest@portlandmaine.gov" <dwest@portlandmaine.gov>

As a long term resident of Portland I oppose Order # 68-23/24- Allowing Camping and Loitering on Public Property. While I have compassion, concern and some level of first hand experience in dealing with homeless people in Maine, this Order is not the way to help with the problem of homelessness in my opinion. Portland seems to use failed city government policies like those of Portland Or, Seattle Washington and Los Angeles as a role model for many policies in recent time. Simple observation exposes the drastic change of these cities going from places people flocked to live in to what they are today. Why would we want any policies like those in the forementioned cities? Foremost, As we all know, Maine's winter climate is extreme compared to other cities that allow full time tent cities. Encouraging people to live in tents over the winter will likely result in deaths from hypothermia. How is it humane for the city to enable people to live in substandard tents ill equipped for the winter and in which they can freeze to death? Please think through the pros and cons of this seemingly well meaning proposed Order. This includes the scenarios that may happen by the city opening the door to winter/full year round tent cities such as: Liability and responsibility when someone freezes to death ... More tents... more needles.. more trash laying around and more unreported crime in these tent cities??

I do not claim to know the answer to the homeless issue but I don't think you have to look too far into this Order of enabling people to freeze to death in an outside tent on city property to see that it will also likely in more tents popping up in the city. Is this really the type of city we want Portland to become?

What puzzles me and many others, is how we can build, find and always seem to be able to provide housing for asylum seekers, many of whom will not be permitted to stay in the U.S., but seem to do nothing of the sort for homeless Mainers. While it is good to find housing for the Asylum seekers, why is it at the expense of Mainer's that are experiencing homelessness? Why is that and how is that even legal or ethical? Shouldn't Portland focus on creating housing for Homeless also instead of giving them what is left over which is not much?

In summary, I can only hope Portland does not provide the green light for deadly winter camping out in tents on city property.

Thank You

Enoch Wenstrom 88 beckett st



Dena Libner <dlibner@portlandmaine.gov>

Order 68-23/24

1 message

'Catherine Dougherty' via Public Comment <publiccomment@portlandmaine.gov>

Mon, Nov 13, 2023 at 2:17 AM

Reply-To: Catherine Dougherty <newmoonbodywork@icloud.com>

To: publiccomment@portlandmaine.gov

I am writing to express my concern and staunch disagreement with the proposed amendments to the Portland City Code chapters 17, 18, and 25 re: Camping and Loitering on Public Property sponsored by Councilors Roberto Rodriguez and Anna Trevorow, which would create a temporary exception to the City's prohibition of camping and loitering on City property, which would allow unhoused people to camp on certain public properties from the effective date of the amendments to April 30, 2024.

Officially sanctioning public camping over the winter would be a lazy, cruel and unacceptable response to a vulnerable group of people. Whether they have anywhere to go or not, there is no humanity or compassion in allowing troubled people to live in their own filth, exposed to the elements and all kinds of dangers. It's not compassionate or helpful to simply leave people to their own devices when they're in the throes of addiction or a severe mental health crisis. This council voted against expanding capacity in the new shelter. I understand you had reasons for that, but don't you think crowding the shelter might be preferable to letting these people OD and freeze to death in our public parks over the winter?

Aside from the obvious dread of having every single public park become a hellscape of frozen bodies this coming winter, I object to this proposal because of the city's recent leniency regarding drug abuse and criminal activity within these encampments. The fentanyl crisis is nothing short of horrifying. There are new drugs coming out that are even more destructive. Have you heard of "tranq?" Look into it. You do NOT want to see people on that in the park, I promise.

Nobody who isn't in active addiction can peacefully coexist with those who are. How is it fair to any resident, housed or not, to have to live near an encampment overrun by IV drug addicts? It shouldn't have been allowed to go on for this long, and it needs to end now. City government needs to take responsibility for guiding people with substance abuse disorder into recovery, or if they refuse, removing them from our community.

This isn't just about homelessness either; I'm tired of losing people I know and love to the out of control fentanyl crisis. I'm angry about it. Aren't you? Hasn't it affected you? I want it out of here, not tacitly accepted and out in the open.

Stop enabling addiction and antisocial behavior. Offer our unhoused residents a bed at one of the shelters, substance abuse/ mental health treatment, or at the very least, a bus ticket to somewhere warm.

Thank you,

Catherine Malia
165 Summit Park Ave, Portland, ME 04103

Sent from my iPhone



Dena Libner <dlibner@portlandmaine.gov>

Camping and Loitering on Public Property

1 message

'Stephanie Dambrie' via Public Comment <publiccomment@portlandmaine.gov>

Mon, Nov 13, 2023 at 4:56 AM

Reply-To: Stephanie Dambrie <trefethenpi@yahoo.com>

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

We are against allowing Camping and Loitering on Public Property sponsored by Roberto Rodriguez and Anna Trevorror.

Stephanie and Angela Dambrie

8 Kellogg Street

Portland, Maine 04101



Dena Libner <dlibner@portlandmaine.gov>

Homeless Shelters

1 message

jcfiutak@gmail.com <jcfiutak@gmail.com>
To: publiccomment@portlandmaine.gov

Mon, Nov 13, 2023 at 6:05 AM

Dear Councilors,

First, thank you for all your hard work and service to beautiful Portland, ME.

I believe that creating exemptions to current laws is not wise. If the premise is that these folks want to work and partake in society's normal routines, then provide them a plot outside city limits. Provide them tents in neat orderly arrangements. Provide them waste containers, porta-potties, and water. The fee of admission is that they work every day, for the city. Have buses pick them up in the morning and take them to a location to perform job-corp type work. No work, no stay. All other shelters in the city will be cleared out. The first step in recovery is a routine. If citizens of the city feel charitable then they can deliver supplies in person to the camp.

Jon Fiutak

[62 Beach Bluff Terrace](#)

[Cape Elizabeth, ME 04017](#)



Dena Libner <dlibner@portlandmaine.gov>

Opposition to Order No. 64-23/24 and Order No. 68-23/24

1 message

Chris Stewart <stewart.christopher1@gmail.com>

Mon, Nov 13, 2023 at 8:37 AM

To: publiccomment@portlandmaine.gov

Cc: ksnyder@portlandmaine.gov, atrevorrow@portlandmaine.gov, rrodriguez@portlandmaine.gov, afournier@portlandmaine.gov, vpelletier@portlandmaine.gov, rphillips@portlandmaine.gov, azarro@portlandmaine.gov, mdion@portlandmaine.gov

My wife and I **strongly oppose** both these proposals:

Order No. 64-23/24 Authorizing Stadium Use Agreement with Portland United LLC

Order No. 68-23/24 Allowing Camping and Loitering on Public Property

The first proposal by Portland United LLC makes the city taxpayers liable for extremely costly expenses that should all be shouldered by Portland United. The city's purpose is not to underwrite private business interests, nor to give private business interests exclusive/preferred access to public facilities.

The Camping and Loitering proposal effectively deprives city residents of access and use of the parks. Public property becomes a trash dump, open sewer, drug dealing mecca, and mental health ward. Such a plan is safe for no one. Expanding shelter services seems much preferred, along with increased financial support from the state and surrounding communities that provide no shelter for the homeless and expect Portland to handle this crisis by itself.

Thank you for your consideration.

Sincerely,

Chris Stewart and Beth Snyder
81 North Street,
Portland, Maine
04101



Dena Libner <dlibner@portlandmaine.gov>

Order 68-23-24 Camping on public property

1 message

Berry Manter <bmanter1@gmail.com>

Mon, Nov 13, 2023 at 10:05 AM

To: mdion@portlandmaine.gov, atrevorrow@portlandmaine.gov, Pious Ali <pali@portlandmaine.gov>, rrodriguez@portlandmaine.gov, Andrew Zarro <azarro@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, rphillips@portlandmaine.gov, vpelletier@portlandmaine.gov, publiccomment@portlandmaine.gov

To Portland City Council -

A version of this following letter was previously sent to Kate Snyder and Danielle West just a few days ago. This letter has been edited.

As Portland struggles with homeless encampments, something that has never before swelled to the populations as in recent years, I ask how this has happened? Yes, we need more indoor shelter beds, more services to address the underlying causes. But the root of this is much bigger than Portland and begs to be addressed at a larger plane. This is a nation-wide problem whose groundswell began long ago when “trickle down” was the GOP plan (beginning with Reagan) and decreased funding for social services that provided substance abuse treatment and mental health service funds were cut. The constant evolution of addictive substances from street drugs to synthetic opioids has struck down those on the margins. As long as Portland valiantly tries to address its city encampment problem alone, the larger it will grow.

Where is the federal level money and support for creating easy access to rehab clinics, mental health services across this country on the national level? While we can swell our resources year after year Portland cannot be the sole solution to a population that grows commensurate to efforts to address these issues. While I understand opposing political implications of “socialism”, “bleeding heart liberals” and debt concerns are the counter-cry by certain factions, every civilized culture has had a population of those who fall to hard times, often unable to provide minimal needs to survive, as well as those who flourish beyond imagination — who in good conscience can ignore the far reaching effects of trauma, addiction and poverty that has reverberated through entire families, communities and this entire country? No one goes unaffected.

The solution must be far bigger than Portland. I hope our future mayor and council will reach out and help ignite a nation-wide movement to address these inequities.

Yes to a temporary increase in shelter beds. But, NO to free-range camping on public property due to public safety, the safety of the homeless population and especially health and sanitation issues for the public. Allowing continued encampments is but a meager and risky bandaid.

I write having been a past volunteer with the Preble Street teen shelter as well as “adopting” a young homeless woman a who camped out here on Munjoy Hill several years ago (and ended her life by jumping in front of an Amtrak train). Everyone has a heartbreaking story that very possibly could have been prevented.

Please, keep both the homeless and the public safe by adding safe beds to our shelters and uniting with national efforts to seek services for these troubled people.

Berry Manter
Portland, ME