

**Housing & Economic
Development Committee Meeting**
Tuesday, July 15, 2025 at 5:30 PM



MEMBERS
Councilor Pious Ali, Chair
Councilor Regina Phillips
Councilor Kate Sykes
Councilor Sarah Michniewicz

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

REMOTE ACCESS INFORMATION

The Housing & Economic Development Committee will conduct this meeting 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:

<https://portlandmaine-gov.zoom.us/j/86777356826?pwd=DrYIA5nVhyVnlbhOcV5tmZmbdNbfLA.1>
Passcode:490853

Phone one-tap:

+16469313860,,86777356826# US
+19292056099,,86777356826# US (New York)

Join via audio:

+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)
+1 507 473 4847 US
+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

Webinar ID: 867 7735 6826

International numbers available: <https://portlandmaine-gov.zoom.us/j/kjYPxdZJz>

1. Review and accept Minutes of previous meeting held on July 1, 2025.

- a. See attached draft Minutes for review and approval.

2. Public Hearing: Update on on projects by Maine Cooperative Development Partners and vote on a recommendation to the City Council for the following projects - see attached Memorandum for this and items below - NOTE: The Committee may go into executive session pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A to review and discuss proprietary information and provide direction to staff. (Mary Davis):

- a. See attached overview Memorandum.

- b. **Dougherty Commons:** Review and recommendation to the City Council regarding amendment to the covenants on the Dougherty Commons Condominium to allow Dougherty Commons Phase 3 to be developed as for-sale condominiums instead of rental housing;

c. Lambert Woods South/165 Lambert Street:

- Review and Recommendation to City Council Regarding 3rd Amendment to the Purchase and Sale Agreement at 165 Lambert Street;

- Review and recommendation to the City Council approval of \$2,200,000 in funding from the Jill C. Duson Housing Trust Fund for the Lambert Woods South project; and,

- Review and recommendation to the City Council to confirm May 7, 2024, HEDC recommendation to the City Council to approve an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement, returning 75% of the increased tax revenues to the developer over 30 years.

3. Public Hearing: Review and recommendation to the City Council regarding HOME-ARP Funding Recommendations (Mary Davis).

- a. See attached Memorandum and backup.

4. Policy Discussion: Review of section of the Rent Control Ordinance that the City Council could amend (Michael Goldman).

- a. See attached Memorandum and backup.

5. Review and recommendation to the City Council of Proposed RFP to lease space at the Barron Center for a Child Care Facility (Postponed from June 17, 2025 meeting)/Greg Watson

- a. See attached Memorandum from Councilor Kate Sykes of June 20, 2025.

- b. See attached redlined RFP for Child Care at Barron Center 2.
- c. See attached staff Memorandum of 6/17/2025 to the HEDC.
- d. See attached original RFP reviewed at June 17, 2025, HEDC meeting.

Next Meeting Date: September 16, 2025

Minutes

Remote Housing and Economic Development Committee

July 1, 2025

NOTE: This meeting was held via Zoom and can be viewed at this link:

<http://www.portlandmaine.gov/1695/Economic-Development-Committee> These Minutes provide a record of those in attendance, general discussion taking place, and motions made.

A remote meeting of the Housing and Economic Development Committee (HEDC) of the Portland City Council was held on Tuesday, July 1, 2025, at 5:30 p.m. via Zoom. Present from the HEDC were Chair Councilor Pious Ali, and member Councilors Sarah Michniewicz, and Regina Phillips. Committee member Councilor Kate Sykes could not be present. Present from the City staff were Housing and Economic Development Department Director Greg Watson, Housing and Community Development Division Director Mary Davis, Corporation Counsel Michael Goldman, Compliance Officer Heidi McCarthy, Principal Administrative Officer Lori Paulette, and Housing Program Manager Victoria Volent.

Item #1: Review and accept Minutes of previous meeting held on June 17, 2025

On motion made by Councilor Phillips, seconded by Councilor Michniewicz, the Committee voted 3-0 to accept the Minutes from the June 17, 2025 meeting.

Item #2: Review and Recommendation to the City Council of AHTIF requests received from the Affordable Housing Development and Tax Increment Financing Application.

- **Prosperity Place, 1125 Brighton Avenue/Barron Center**

- **Cumberland Housing (PHA)**
- **Mayo Housing (PHA)**

Ms. Davis noted a recommended process for these items. This would be for her to give a general overview and then staff would present one project at a time, provide opportunity for questions, answers, public comment, and then vote. The Committee agreed.

Ms. Davis then provided an overview noting that the City Council approved the AHTIF Application in May and it was then released May 22 and the City received the three requests being reviewed today. All are requesting 75% capture rate over 30 years. She then noted MSHA's timeline for LIHTC applications to be submitted as September 18, 2025, so, 30 days prior to that is the City's deadline to forward AHTIF applications to MSHA by August 19, 2025. If approved today, they would go to the City Council for a first read on July 14, 2025, and second read and vote on August 11, 2025.

Prosperity Place

Ms. Davis then highlighted this AHTIF application noting that it would provide 50 units of affordable mixed-income family rental housing, with the development in accordance with the City green ordinance. She then described the units and affordability limits, as well as the TIF revenue to the development and the City's tax shelter savings. When construction is completed, the Assessor has estimated that it will have an assessed value of \$7.6 Million.

Councilor Michniewicz asked about the mil rate in the TIF spreadsheets and assumptions, as well as, if there are examples of estimated and actual for AHTIFs. Ms. Davis noted that the assumption for the mil rate is a 2% increase each year. Regarding estimated versus actual, she does not believe this is readily available but would further check into that.

Chair Councilor Ali then opened the meeting for public comment; seeing none, he closed the public comment session.

On a motion made by Councilor Michniewicz, seconded by Councilor Phillips, the Committee vote (3-0) to recommend to the City Council approval of an Affordable Housing Tax Increment Financing District and Credit Enhancement agreement for the Prosperity Place (1125 Brighton Avenue) Project, with the terms as presented by staff.

Cumberland Housing

Ms. Volent presented the overview noting that this is proposed as a seven-story, 91-unit building for older adults, Phase 2 of the overall development at the COMB block. It would be mixed income rental housing and then described the units and affordability limits. Also, 19 units would be set aside for people experiencing homelessness or other special housing needs, and 35 units would be available for persons with a physical disability. She then described the financing structure, resulting in two AHTIF requests and two agreements – both at 75% capture over 30 years. The estimated assessed value when completed is \$13,500,000 and then noted the TIF revenue to the development and the City’s tax shelter savings.

Councilor Phillips asked if this is a normal thing for two AHTIF Districts, and Mr. Watson noted that MSHA has contemplated this before and is able to do this. At Mass Housing, this is extremely routine, particularly where there are multiple sources of equity.

Chair Councilor Ali then opened the meeting for public comment; seeing none, he closed the public comment session.

On a motion made by Councilor Phillips, seconded by Councilor Michniewicz, the Committee vote (3-0) to recommend to the City Council approval of an Affordable Housing Tax

Increment Financing District and Credit Enhancement agreement for the Cumberland Housing Project, with the terms as presented by staff.

Mayo Housing

Ms. McCarthy provided an overview of the Mayo Housing project plans to construct a three-story building with 27 affordable rental units and then described the unit make up, affordability limits, and that 6 units would be set aside for persons experiencing homelessness or who have disabilities, are victims of domestic violence, or have other special housing needs. When completed, the project's total assessed-value is estimated at \$4,225,000, and described the financing structure, TIF revenue to the developer, and tax sheltering savings.

Councilor Ali opened the meeting to public comment on the Mayo Housing project.

Sara Tartarczuk, Development Officer with Portland Housing Development Corporation (PHDC), addressed the cost reduction with the Brownfield scope of the work. The Brownfield work is required across all three phases of the COMB Block. PHDC is in the process of fine-tuning the budget with all three phases which accounts for the change in the budget.

Seeing no further request for comment, Councilor Ali closed the public comment period.

On a motion made by Councilor Phillips, seconded by Councilor Michniewicz, the Committee vote (3-0) to recommend to the City Council approval of an Affordable Housing Tax Increment Financing District and Credit Enhancement agreement for the Mayo Housing Project, with the terms as presented by staff.

On a motion made by Councilor Michniewicz, seconded by Councilor Phillips, the Committee voted 3-0 to adjourn at approximately 6:08.

Respectively submitted, Lori Paulette/Victoria Volent



To: Councilor Ali, Chair

Members of the Housing and Economic Development Committee

MEETING DATE: July 15, 2025

AGENDA ITEM

- (a) Update on projects being development by Maine Cooperative Development Partners (MCDP): Lambert Woods North – 622 Auburn Street, Dougherty Commons Phase II and III and Lambert Woods South – 165 Lambert Street;
- (b) Review and Recommendation to the City Council of an Amendment to the Covenants for Dougherty Commons Condominium Phase 3; and,
- (c) Review and recommendation to the City Council of the Third Amendment to Purchase and Sale Agreement for 165 Lambert Street, \$2.2 million loan from Jill C. Duson Housing Trust Fund and Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement.

PURPOSE

Provide an update to the members of the Housing and Economic Development Committee (HEDC) regarding projects under development at 622 Auburn Street (Lambert Woods North), 165 Lambert Street (Lambert Woods South) and 45 Dougherty (Dougherty Condo Phase II and II) and approval and recommendation to the City Council of a Third Amendment to the Purchase and Sale Agreement for 165 Lambert Street along with \$2.2 million loan from Jill C. Duson Housing Trust Fund and Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

Increase, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.

BACKGROUND/ANALYSIS

1.

a. Lambert Woods North

Developer has confirmed that MaineHousing expects this project to be reviewed by their Loan Committee on July 16. MCDP’s partner in this project is Preservation of Affordable Housing (POAH). They are proposing to build 72 units of affordable rental housing for families, financed through the 4% Tax Credit Program. POAH notified HCD staff this week that the delay in closing may result in an increase to construction costs. As a result, they may seek financial assistance from the City’s Jill C. Duson Housing Trust Fund.

b. Dougherty Commons Condo Phase 2 and 3

Phase 2 and 3 of Dougherty Commons Condo was originally proposed as limited equity cooperative housing units. Subsequent amendments to the Purchase and Sale Agreement revised Phase 2 as a 20-unit for-sale condominium development affordable at 100% of the area median income (AMI). Phase 3 was revised as a 42-unit rental housing development with 9 units affordable at 50% AMI and 33 units at 100% AMI.

Dougherty Commons Phase 2 – Phase 2 started construction in March 2025 and is expected to be ready for occupancy in October 2025.

Dougherty Commons Phase 3 – MCDP is requesting an amendment to allow for Phase 3 to be built as for-sale condominiums. All 42 units will be affordable to households earning 100% AMI or less, and eleven will be workforce housing units as defined by the City (affordable at 80% AMI). Financing will be similar to Phase 2 which is currently under construction, except that no City funding is required. Under previous financing strategies, MCDP indicated that Affordable Housing Tax Increment Financing (AHTIF) and funding from the Jill C. Duson Housing Trust Fund may have been required. The new funding strategy includes a construction loan from a community bank (currently have a term sheet from Maine Community Bank), BlueHub, and over \$1.5M in grant funds from MaineHousing. If this amendment is approved, construction could start in early 2026 with the last building occupied by the end of 2028.

c. Lambert Woods South

MCDP has development approval for 90 Cooperative Housing homes in eight buildings to be built on property at 165 Lambert Street. The original intent was to build out the entire project in one phase with the primary financing for the project from the HUD 213 loan program. Cost and financing challenges have led MCDP to propose a phased approach which includes completing two buildings at a time until the site is fully developed. The first phase would include 22 homes and a parking lot. Significant right-of-way improvements (drainage, sidewalk, bus shelter, and street parking) along Washington Ave Ext. would be completed during the first phase. The proposed financing package includes bank financing, member share equity, \$1,000,000 of foundation funds and a \$2.2 million loan from the City's Jill C. Duson Housing Trust Fund. Development costs for the first phase are estimated at \$8-8.5 million.

If the City approves the funding for the first phase, construction is expected to begin in about 6 months and completed within 10 months. After the first two buildings are occupied, MCDP will move on to secure financing that will allow the next two buildings to be constructed, and will continue with the phased construction plan until all eight buildings are completed. Later phases may be consolidated depending on financing options, strength of the market, construction costs, interest rates, etc. When the project is completed, payments can begin on the City loan out of surplus cash flow or paid back through refinancing.

HEDC members may recall that the Committee voted 4-0 at the May 7, 2024 meeting to recommend approval by the City Council of a \$4,000,000 loan from the Jill C. Duson Housing Trust Fund and an Affordable Housing Tax Increment Financing District with Credit Enhancement Agreement which would return 75% of the increased tax revenue generated by the project to the developer over 30-years. This recommendation was contingent upon MCDP meeting several financing conditions prior to inclusion on a council agenda. The May 7, 2024 HEDC Committee recommendations were not forwarded for consideration by the City Council as the conditions were not met. The conditions are no longer relevant due to changes in the proposed financing structure. While the HEDC previously approved a loan and tax increment financing, staff is seeking approval of the new deal structure, and confirmation of a smaller loan from the Jill C. Duson Housing Trust Fund and AHTIF financing. Moving forward with the new financing structure will allow the City to make \$1,800,000 in funding from the Jill C. Duson Housing Trust Fund available to other housing development projects.

In addition to the financing requests noted above, MCDP is requesting a one-year extension of the Purchase and Sale Agreement. The proposed amendment to the Purchase and Sale Agreement also includes, at the City's request, a clause limiting the City's obligation to reimburse the developer to certain costs incurred prior to June 25, 2025. Those costs would be limited to design, architecture, engineering, environmental, legal, 3rd party reports and permitting and approval fees for the project.

FISCAL IMPACT – N/A

CONCLUSIONS

Dougherty Commons Phase 3

1. Motion to recommend to the City Council approval of an amendment to the covenants on the Dougherty Commons Condominium to allow Dougherty Commons Phase 3 to be developed as for-sale condominiums instead of rental housing.

Lambert Woods South

1. Motion to recommend to the City Council approval of the proposed Third Amendment to the Purchase and Sale Agreement with Maine Cooperative Development Partners re 165 Lambert Street, in the form attached to the staff memo.
2. Motion to recommend to the City Council approval of \$2,200,000 in funding from the Jill C. Duson Housing Trust Fund for the Lambert Woods South project at 165 Lambert Street.
3. Motion to confirm the May 7, 2024 HEDC recommendation to the City Council to approve an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement, returning 75% of the increased tax revenues to the developer over 30 years.

PRIOR COMMITTEE REVIEW:

PREPARED BY

Mary Davis, Division Director
Housing and Community Development Division

ATTACHMENTS

- i. Proposed Third Amendment to Purchase and Sale Agreement with MCDP re: 165 Lambert Street
- ii. Lambert Woods South Maps and Site Plans
- iii. Excerpt - Staff Memo May 7, 2024 HEDC Agenda (re AHTIF)

**THIRD AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the ____ day of August, 2025, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (“Seller” of “City”) and MAINE COOPERATIVE DEVELOPMENT PARTNERS LLC, a Maine limited liability company with a mailing address of 6 City Center, Fl. 3, Portland, Maine 04101 (“Buyer”).

WHEREAS, City and Buyer entered into a certain Purchase And Sale Agreement dated January 4, 2021, as amended by a First Amendment dated May 10, 2022 and a Second Amendment dated November 4, 2024 (collectively, the “Agreement”) with respect to certain real property located at or near 165 Lambert Street as more fully described in the Agreement; and

WHEREAS, the deadline for the Closing Date under the Agreement is August 30, 2025, and Seller and Buyer wish to extend that deadline while Buyer finalizes the financing for the Project.

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 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 time agreeable to the parties on or before August 30, 2026 (the “Closing Date”). At the Closing:

3. Paragraph 10(e) of the Agreement, which was added to the Agreement in the Second Amendment, is hereby deleted and replaced with the following:
 - e. Notwithstanding anything to the contrary in this Agreement, in the event that Buyer has not obtained the financing and approvals necessary to complete the construction loan closing for the Project on the Closing Date, Seller will have the option, but not the obligation, to notify the Buyer of its desire to terminate this Agreement, at which time (i) this Agreement shall terminate, (ii) Seller shall pay to Buyer a payment equal to the amount of all reasonable documented expenses directly incurred by Buyer prior to June 30, 2025 for design, architecture, engineering, environmental, legal, 3rd party reports, and permitting and approval fees for the Project, (iii) Buyer shall assign to Seller all contractor and consultant

agreements, designs, drawings, renderings, plans, specifications, documents, studies, environmental and geotechnical reports, and all other documents related thereto for the Project, provided that Seller will have no obligation or liability to perform the obligations of the Buyer under said agreements until the City assumes such obligations in writing with the applicable parties with whom Buyer has entered into agreements, and (iv) the parties will have no further obligation to each other hereunder.

4. Paragraph 11(e) of the Agreement is hereby deleted and replaced with the following:

e. Option to Repurchase. Unless the Project has been transferred to the Coop as set forth above, if Buyer, its successors, assigns, or transferees fails to commence construction of the Project on the Premises within 12 months after the closing, and construct the buildings which are part of the first phase of the Project within thirty (30) months after closing, the City shall have the right, but not the obligation, to repurchase the Premises and the Project at the Purchase Price plus all reasonable documented expenses directly incurred by Buyer prior to Buyer's receipt of notice from City of its intent to repurchase the Premises for design, architecture, engineering, environmental, legal, 3rd party reports, permitting and approval fees, and construction costs for the Project. If the City exercises this right to repurchase, Buyer shall convey the Premises to the City and assign to City all contractor and consultant agreements, designs, drawings, renderings, plans, specifications, documents, studies, environmental and geotechnical reports, and all other documents related thereto for the Project, provided that the City will have no obligation or liability to perform the obligations of the Buyer under said agreements until the City assumes such obligations in writing with the applicable parties with whom Buyer has entered into agreements. This right to repurchase shall be assignable by the City.

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 WITNESS WHEREOF, this Third Amendment has been executed and delivered as of the day and year first above written.

MAINE COOPERATIVE
DEVELOPMENT PARTNERS LLC

By: _____
Print Name:
Its:

CITY OF PORTLAND

By: _____

Danielle P. West
Its City Manager

Approved as to form:

Approved as to funds:

City Corporation Counsel

City Finance Director

**Lambert
Woods South
Cooperative**

The map shows an aerial view of a residential area with several streets labeled: FALMOUTH SPUR, RAY STREET, WASHINGTON AVE, LAMBERT STREET, AUBURN STREET, and EUGENE STREET. A blue line represents a stream flowing through the area. Green shaded regions indicate forested areas, and a larger green area at the bottom is labeled 'WETLANDS'. Two stars are overlaid on the map: a teal star in the lower-left and a pink star in the upper-right, both enclosed in orange hand-drawn circles. A dashed line follows the path of the stream.

**Lambert Woods
North Apartments**

**Protecting
Wetlands,
Streams &
Forest**

Three story
“Community Flat”
buildings with
community space
on first floor

Washington Ave Extension

Community Green

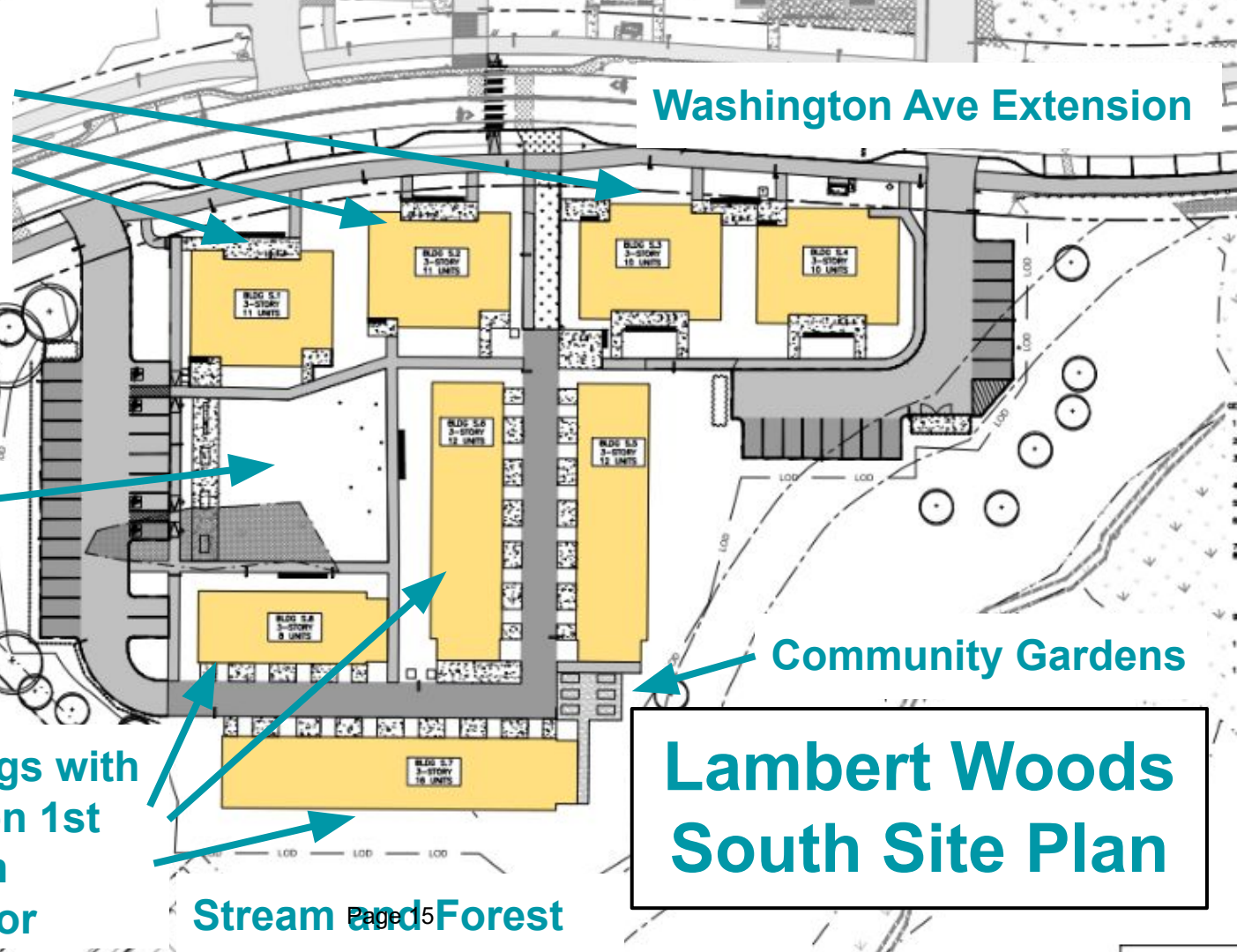
Community Gardens

“Rowhome” buildings with
1 bedroom homes on 1st
floor and 3 bedroom
homes on 2&3rd floor

Lambert Woods
South Site Plan

Stream and Forest

TM 385-A-7
8/77
PALMER F. PETERS
24105/77
14360/22





Lambert Woods North Apartments

Lambert Woods South Cooperative









Affordable Housing Tax Increment Financing – Credit Enhancement Agreement

MCDP is requesting the City establish an AHTIF District with a CEA that would return to the developer 75% of the new tax revenue generated by the project for 30 years.

The increased tax revenue to be returned to the developer is currently estimated at an annual average of \$318,443 with a total of \$9,553,295 in captured revenue to be returned to the developer over the 30-year term of the district. The revenue returned to the developer will be used to repay a CDFI loan.

The proposed project would be taxable, with an estimated annual assessment of \$21,362,070. This number also represents the increased assessed value as the current or original assessed value is \$0. The estimated annual assessed value is based on the current project proforma and development costs. An actual assessed value will be assigned to the project as it is constructed using the pricing schedules put in place at construction. In addition, the upcoming revaluation will update the pricing schedules that will be used as the project is constructed and will likely change the current estimate. Using current information, including the **FY24** mil rate of .01441, the annual tax is estimated at \$307,828. TIF projections and proposed district map are included in the backup.

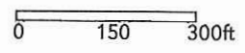
Seventy-five percent (75%) of the increased tax revenue would be captured and returned to the project/developer through a CEA. The remaining twenty-five percent (25%) non-captured revenue from the increased assessed value will be general fund revenue. The CEA would return approximately \$9,553,295 in captured tax revenue to the project/developer (averaged at \$318,443 annually over thirty years) to support project debt service. Non-captured general fund revenues are estimated at \$3,184,432 (averaged at \$106,148 annually over thirty years).

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 \$126,247 ±, or \$3,787,424 ± over the life of the district.



City of Portland Maine Parcel Viewer

Show search results for 165 la...



2,917,950.718 324,271.561 Feet

City of Portland- TIF Projection Table - Lambert Woods South									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2024	\$21,362,070	75.00%	\$16,021,553	14.70	\$235,488	\$235,488	\$0	\$78,496
2	2025	\$21,362,070	75.00%	\$16,021,553	14.99	\$240,198	\$240,198	\$0	\$80,066
3	2026	\$21,362,070	75.00%	\$16,021,553	15.29	\$245,002	\$245,002	\$0	\$81,667
4	2027	\$21,362,070	75.00%	\$16,021,553	15.60	\$249,902	\$249,902	\$0	\$83,301
5	2028	\$21,362,070	75.00%	\$16,021,553	15.91	\$254,900	\$254,900	\$0	\$84,967
6	2029	\$21,362,070	75.00%	\$16,021,553	16.23	\$259,998	\$259,998	\$0	\$86,666
7	2030	\$21,362,070	75.00%	\$16,021,553	16.55	\$265,198	\$265,198	\$0	\$88,399
8	2031	\$21,362,070	75.00%	\$16,021,553	16.88	\$270,502	\$270,502	\$0	\$90,167
9	2032	\$21,362,070	75.00%	\$16,021,553	17.22	\$275,912	\$275,912	\$0	\$91,971
10	2033	\$21,362,070	75.00%	\$16,021,553	17.57	\$281,430	\$281,430	\$0	\$93,810
11	2034	\$21,362,070	75.00%	\$16,021,553	17.92	\$287,059	\$287,059	\$0	\$95,686
12	2035	\$21,362,070	75.00%	\$16,021,553	18.28	\$292,800	\$292,800	\$0	\$97,600
13	2036	\$21,362,070	75.00%	\$16,021,553	18.64	\$298,656	\$298,656	\$0	\$99,552
14	2037	\$21,362,070	75.00%	\$16,021,553	19.01	\$304,629	\$304,629	\$0	\$101,543
15	2038	\$21,362,070	75.00%	\$16,021,553	19.39	\$310,721	\$310,721	\$0	\$103,574
16	2039	\$21,362,070	75.00%	\$16,021,553	19.78	\$316,936	\$316,936	\$0	\$105,645
17	2040	\$21,362,070	75.00%	\$16,021,553	20.18	\$323,275	\$323,275	\$0	\$107,758
18	2041	\$21,362,070	75.00%	\$16,021,553	20.58	\$329,740	\$329,740	\$0	\$109,913
19	2042	\$21,362,070	75.00%	\$16,021,553	20.99	\$336,335	\$336,335	\$0	\$112,112
20	2043	\$21,362,070	75.00%	\$16,021,553	21.41	\$343,062	\$343,062	\$0	\$114,354
21	2044	\$21,362,070	75.00%	\$16,021,553	21.84	\$349,923	\$349,923	\$0	\$116,641
22	2045	\$21,362,070	75.00%	\$16,021,553	22.28	\$356,921	\$356,921	\$0	\$118,974
23	2046	\$21,362,070	75.00%	\$16,021,553	22.72	\$364,060	\$364,060	\$0	\$121,353
24	2047	\$21,362,070	75.00%	\$16,021,553	23.18	\$371,341	\$371,341	\$0	\$123,780
25	2048	\$21,362,070	75.00%	\$16,021,553	23.64	\$378,768	\$378,768	\$0	\$126,256
26	2049	\$21,362,070	75.00%	\$16,021,553	24.11	\$386,343	\$386,343	\$0	\$128,781
27	2050	\$21,362,070	75.00%	\$16,021,553	24.60	\$394,070	\$394,070	\$0	\$131,357
28	2051	\$21,362,070	75.00%	\$16,021,553	25.09	\$401,951	\$401,951	\$0	\$133,984
29	2052	\$21,362,070	75.00%	\$16,021,553	25.59	\$409,990	\$409,990	\$0	\$136,663
30	2053	\$21,362,070	75.00%	\$16,021,553	26.10	\$418,190	\$418,190	\$0	\$139,397
30 Year TIF Total		\$640,862,100		\$480,646,575		\$9,553,295	\$9,553,295	\$0	\$3,184,432
30-Year Average		\$21,362,070		\$16,021,553		\$318,443	\$318,443		\$106,148

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model - Lambert Woods South

75% Sheltered - 30 years - 75% to Developer Project Account - 25% to City General Fund

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	2024	\$21,362,070	\$16,021,553	\$0	\$22,393	\$7,073	\$29,466
2	2025	\$21,362,070	\$16,021,553	\$0	\$22,393	\$7,073	\$29,467
3	2026	\$21,362,070	\$16,021,553	\$0	\$22,393	\$7,073	\$29,467
4	2027	\$21,362,070	\$16,021,553	\$37,223	\$22,393	\$7,073	\$66,690
5	2028	\$21,362,070	\$16,021,553	\$74,447	\$22,393	\$7,073	\$103,913
6	2029	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
7	2030	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
8	2031	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
9	2032	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
10	2033	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
11	2034	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
12	2035	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
13	2036	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
14	2037	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
15	2038	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
16	2039	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
17	2040	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
18	2041	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
19	2042	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
20	2043	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
21	2044	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
22	2045	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
23	2046	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
24	2047	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
25	2048	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
26	2049	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
27	2050	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
28	2051	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
29	2052	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
30	2053	\$21,362,070	\$16,021,553	\$111,670	\$22,393	\$7,073	\$141,137
30 Year TIF Total		\$640,862,100	\$480,646,575	\$2,903,426	\$671,795	\$212,203	\$3,787,424



TO: Councilor Pious Ali, Chair
Members of the Housing and Economic Development Committee

MEETING DATE: July 15, 2025

AGENDA ITEM:

Review and Recommendation to the City Council Approval of HOME-ARP Funding Requests

PURPOSE

The American Rescue Plan (ARP) appropriated funds for the U.S. Department of Housing and Urban Development (HUD) to distribute under the HOME Investment Partnership Program (HOME). The Cumberland County HOME Consortium (CCHC), a partnership between the City of Portland and Cumberland County, received a \$3,599,560.00 allocation from the HOME-ARP program. The HOME-ARP program is intended to provide affordable rental housing, tenant based rental assistance, supportive housing services, and non-congregate shelter development, and other resources to HOME-ARP Qualifying Populations (QPs) which includes folks experiencing homelessness and other vulnerable populations.

The City of Portland and Cumberland County's HOME-ARP Allocation Plan was approved by HUD on May 1, 2023 and the Substantial Amendment to this Allocation Plan was approved on September 4, 2024.

This memorandum is submitted to the Housing and Economic Development Committee to make recommendations regarding the HOME-ARP Supportive Services and Development of Affordable Housing funding applications received from community organization and developers.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

City Council Goal 2: Housing Affordability; Work to implement solutions to the housing crisis, including building more working-class housing, improved support for the unhoused community.

BACKGROUND/ANALYSIS

Recommended HOME-ARP Projects and Activities

Development of Affordable Housing

1. **Youth and Family Outreach (YFO)**– Recommendation to award \$950,000.00 to construct an expanded childcare facility and 60 new affordable rental units in Portland, including 10 units designated for HOME-ARP Qualifying Populations.

“YFO currently serves families with housing instability and is proposing a development that addresses both the high demand for quality childcare services and affordable housing. YFO currently operates a childcare facility which serves approximately 50 children. The site is located

in downtown Portland with access to a variety of services and amenities. As an existing childcare facility, YFO has over 300 children on its waiting list with 95% of their families living in Portland and, at any given time, roughly 18% experiencing homelessness. The expansion of the childcare facility would allow YFO to serve approximately 50 additional children.

There will be 4 efficiency units, 24 one-bedroom units, 22 two-bedroom units, and 10 three-bedroom units. MaineHousing will provide 10 project-based vouchers for 10 units that will be pledged for use by QPs.

There will be a community room, office, indoor bike storage, trash room, laundry room, fitness room, and broadband infrastructure with capacity to support the provision of Telemonitoring and/or Telehealth services. On the second floor of the building there will be a separate condominium unit where YFO intends to expand its childcare space to be able to serve 50 additional children for a total of about 110 children.”

New construction is anticipated to begin in fall 2025 and is expected to take 17 months, with completion in early 2027. Lease-up is intended to begin in early 2027.

As the Committee may recall, this project was awarded \$1,080,000 in funding from the Jill C. Duson Housing Trust Fund during the 2024 application cycle. The request for HOME-ARP funding is the result of the loss of anticipated AHP funding from the Federal Home Loan Bank that was not awarded and construction price increases

- 2. Greater Portland Family Promise (GFPF)**– Recommendation to award \$479,000.00 to rehabilitate a two-family dwelling in Portland to serve as transitional housing for 4 families meeting HOME-ARP eligibility. This initiative is designed to provide temporary, stable housing for families experiencing homelessness or at risk of homelessness, offering them a safe, supportive environment while they work toward securing permanent housing.

“This new Family Promise Transitional Housing Program will provide families experiencing homelessness or at risk of homelessness with temporary residence for up to 18 months while they receive assistance in securing long-term housing. Each family will have a private, locked room, while kitchen, bathroom, laundry, and community spaces will be shared. Family Promise will also offer on-site supportive services, including housing navigation and case management, to help families transition into permanent housing successfully.

As part of this initiative, GFPF will provide supportive services in the form of housing navigation services to help families secure permanent housing, housing stabilization case management to ensure long-term housing success, basic needs assistance, including food, diapers and toiletries. Services will also include referrals for education, childcare, and employment.”

Total HOME-ARP Development of Affordable Housing Allocation: \$2,041,266.00

Total Requested: \$1,429,000 .00

Remaining in Allocation: \$612,266.00

Supportive Services

- 1. Commonsplace** – Recommendation to award \$471,454.45 for its Torchlight program, providing peer support, recovery coaching, and residential services across 4 Portland and Cumberland

County properties consisting of: a 38-unit permanent supportive housing program for women, a 6-unit housing program for women, a 6-bed housing program for men, and a 6-unit program for women.

“Torchlight aims to support individuals through their first experience of housing and their early challenges related to substance use and older patterns of behavior that jeopardize their housing status. Unhoused individuals are provided an apartment with a flexible lease, which allows them to exit to any identified housing option when they have stabilized to the point of readiness for an environment of relatively higher behavioral accountability.”

2. **Milestone** – Recommendation to award \$197,000.00 to sustain 3 key programs serving all HOME-ARP Qualifying Populations: the HOME Team, HOPE Program, and Housing Navigator Program.

“The HOME Team makes nearly 14,000 outreach contacts a year, providing harm-reduction supplies, crisis de-escalation, and more than 1,600 medical or treatment transports.

The HOPE Program extends to encampments, completing Coordinated-Entry assessments, securing documentation, and moving high-barrier campers—40 in FY 2024—into permanent units; 52 lease-ups were achieved in 2024. For clients who need immediate shelter, our 36-bed emergency facility stabilized 689 people (average stay 18 days), while our medical detox admitted 720 individuals, initiating MAT and clearing a major health barrier for those at greatest risk of housing instability.

Once people are ready to exit crisis settings, a statewide Housing Navigator recruits landlords, negotiates leases, and provides tenancy coaching—ninety-six lease-ups last year with 90% still housed at 12 months—coordinating closely with HUD-VASH and SSVF teams for veteran households. Residential treatment and after-care services then offer relapse-prevention groups, peer support, and job readiness to sustain recovery.”

3. **Preble Street** – Recommendation to award \$350,718.55 for case management, client assistance, and other support services for QPs through Site-based Housing First and Rapid Rehousing programs.

“Through caseworkers at our Logan Place and Huston Commons Housing First communities, both located in Portland, we estimate serving 14 unduplicated tenants/households annually – all chronically homeless adults. The primary outcome is sustaining stable tenancy in permanent housing of 80 percent of clients served.

Through our Rapid Re-Housing Program, we estimate serving 40 unduplicated households per year throughout Cumberland County. Anticipated outcomes for clients include obtaining and/or retaining permanent housing within 90 days; increased or maintained household income for 80 percent of clients, and prevention of return to homelessness for 80 percent of clients. Additionally, the program aims to divert a minimum of 50 percent of households engaged in Housing Problem Solving services.

For both programs, clients may also achieve other positive outcomes, including connections to community resources including medical care, mental health treatment, and substance use treatment, medical insurance such as Medicaid, benefits such as SSI or SSDI and SNAP.”

Total HOME-ARP Supportive Services Allocation: \$1,019,173.00
Total Requested: \$1,019,173.00
Total Remaining: \$0.00

FISCAL IMPACT – N/A

CONCLUSIONS

If these recommendations are approved by the HEDC, staff intends to include the recommendations on the City Council's August 11 agenda as a first read and the September 3rd agenda for a second read. In addition, because the HOME-ARP funding was awarded by HUD to the Cumberland County HOME Consortium, the Cumberland County Commissioners will need to approve the recommendations as well. Cumberland County Community Development staff indicate that the Commissioners will review and act on the recommendations at their meetings scheduled for August 18th and September 15th.

PRIOR COMMITTEE REVIEW

2/21/2023, 3/19/2024

PREPARED BY

Lauren Bowen, Housing Program Coordinator
Housing & Community Development Division

Mary Davis, Division Director
Housing & Community Development Division

ATTACHMENTS

- i. Youth and Family Outreach application Information
- ii. Greater Portland Family Promise application information
- iii. Commonsplace application information
- iv. Milestone application information
- v. Preble Street application information

YOUTH AND FAMILY OUTREACH

a. Project Description

i. Location: 331-337 Cumberland Avenue, Portland, Maine
CBL: 033-K-005, 006, 007, 009, & 010

ii. Development strategy and how it fits into the neighborhood: YFO Resource Hub is critically important to Portland and Maine, addressing both a high demand for quality childcare and the state's severe affordable housing crisis. This initiative not only meets an urgent housing need but also strengthens the broader community by fostering stability and well-being among all ages. YFO Resource Hub is a proposed new construction of an expanded childcare facility and sixty new units of affordable rental housing located on approximately 19,592 SF at 331-337 Cumberland Avenue in Portland. Youth and Family Outreach (YFO) currently operates a childcare facility on site which serves approximately 50 children. The site is well located in downtown Portland with access to a variety of services and amenities. YFO currently serves some families with housing instability and is proposing a development that addresses both the high demand for quality childcare services and affordable housing. As an existing childcare facility, YFO currently has over 300 children on its waiting list. 95% of their families live in Portland and, at any given time, roughly 18% are unhoused. The expansion of the childcare facility would allow YFO to serve approximately 50 additional children.

iii. Number and types of units included in the project, including income eligibility, anticipated monthly rent for each type/size of unit based on current market conditions and HOME rent limits. Include rates for both subsidized and non-subsidized units, if applicable. Indicate if rents include utilities and indicate expected monthly utility expenses if not included in the rent.

There will be four efficiency units that are approximately 378 SF, twenty-four one-bedroom units that range from approximately 534 to 700 SF, twenty-two two-bedroom units that range from 670 to 931 SF, and ten three-bedroom units that range from approximately 893 to 980 SF. Forty-eight units will be rented to households earning 60% AMI or less ("LIHTC Units") and twelve units will be rented to households earning 100% AMI or less ("Market Units"). Market units will include four one-bedroom units and eight two-bedroom units. LIHTC Units will include four efficiency units, twenty one-bedroom units, fourteen two-bedroom units, and ten three-bedroom units. At least 60% of the LIHTC Units will be rented to households earning 50% AMI or less and the remaining LIHTC Units will be rented to households earning 60% AMI or less. MaineHousing will be providing ten project-based vouchers (20% of LIHTC units) for ten units that will be pledged for use by populations with special needs (homeless or domestic violence survivors). Thirteen units will be accessible (seven are required and we are pledging an additional six units) as shown on the floor plans and the other forty-seven units will be adaptable. Please see Attachment E for rents and utility allowances by unit type. Utility allowances are paid by tenant and include electricity for cooking and lighting.

iv. Details regarding building types (number of bedrooms/units, square footage, any special amenities, ownership structure): There will be a community room, office, indoor bike storage, trash room, laundry room, fitness room, and broadband infrastructure with capacity to

support the provision of Telemonitoring and/or Telehealth services. The cost of solar panels is currently included in the soft cost budget and at the very least there will be conduits from the electrical panel to terminal units at the roof for future installation of PV solar panels, with an electrical panel that is adequately sized. No parking will be provided on site.

On the second floor of the building there will be a separate condominium unit where Youth and Family Outreach intends to expand its childcare space to be able to serve 50 additional children for a total of about 110 children. A playspace is included on site and would be accessible to residents of the building when the childcare space is not in operation.

v. Details regarding the use of building materials, utility types: This development is required to comply with the Build America Buy America Act and will be sourcing materials made in the United States, to the extent they are available. Siding materials include painted brick on the lower level and Nichiha fiber cement on the upper levels. Utilities will be electric with the exception of natural gas for hot water as this is the most cost-efficient system for both capital and operating costs.

vi. This project does not include rehabilitation of an existing structure.

b. Target Market

i. Describe the Qualified Population that will occupy the units after development work is complete. Please include information on the Qualified Population by income levels, household sizes, and any special needs (elderly, physically or mentally disabled, homeless etc.). Points will be awarded based on the extent to which the proposal meets CCHC’s HOME-ARP targeting priorities and preferences noted above.

Of the 48 LIHTC Units, fourteen (14) will be designated as HOME-ARP assisted units. Of these fourteen HOME-ARP units, ten (10) will be reserved for households who meet the “QP1: Homeless” definition of individual or family who lacks a fixed regular and adequate nighttime residence, or the “QP2: At Risk of Homelessness” as defined at 24 CFR 91.5, or the “QP3: Fleeing/Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking” as defined by threat of imminent or potential harm, past harm or safety concerns connected to a domicile.

For these ten units, rent will not exceed 30% of the household’s adjusted income, ensuring affordability for extremely low-income QP residents. The remaining four HOME-ARP assisted units will be restricted for occupancy by low-income households at or below the LIHTC maximum of 60% AMI.

Overlapping the HOME-ARP commitments, YFO has also set aside 20% of LIHTC Units (10 units total) for households experiencing homelessness or domestic violence survivors. A separate waiting list will be maintained for these QP populations and all of the set-aside units will be open to QP populations, ensuring access to stable housing for those most at risk. Additionally, qualified service providers will offer voluntary supportive services to residents in these units, helping to ensure long-term housing stability.

c. List Justification for Subsidy Request

i. Justify the level of funding requested by describing the relationship between the cost of the project and the required revenue needed to support project feasibility. Include requirements of other funding sources and all costs to be charged to the project (i.e. relocation, infrastructure costs, etc.). The Development Pro Forma and Operating Pro Forma should support the size of the request and funding requests from other sources. Any project contingencies should also be included.

YFO is requesting \$950,000 in HOME-ARP funding in the form of 30-year 0% debt to close a critical funding gap and ensure financial feasibility. In 2024, YFO applied for \$850,000 from the Federal Home Loan Bank of Boston Affordable Housing Program but because YFO already owns the property it cannot receive the five points for donated land as it is not an arm's length transaction. These five points are critical to the success of this highly competitive application where winning developments received scores that were at least 1.16 points higher.

The total project cost is estimated at \$31,022,958, including \$27,211,165 for the housing portion of the building. YFO selected Penobscot General Contractors (PGC) as the Construction Manager and PGC provided a construction cost estimate based on the 50% set of drawings of \$20,209,207 for the housing portion of the building, including a 2.75% construction management fee. An additional 5% construction contingency of \$1,010,460 brings the total construction cost to \$21,219,667 for the housing portion. Additional housing development costs will include \$1,774,985 in soft costs (including a \$60,000 soft cost contingency), \$1,353,000 in financing fees, \$2,000,000 in developer fees, and \$863,513 in project reserves. The project's total development cost remains within MaineHousing's Total Development Cost (TDC) cap for new construction under the 2025-2026 Qualified Allocation Plan, demonstrating that the estimated costs are reasonable.

The project is leveraging multiple funding sources, including an anticipated \$1,080,000 in City of Portland Housing Trust Funds, \$300,000 in 45L credits, \$104,500 in solar tax credits, \$9,027,429 in 4% LIHTC equity, \$2,712,598 in State Affordable Housing Credit equity, \$1,000,000 in MaineHousing 30-year 0% deferred debt, and \$10,786,553 in MaineHousing 30-year 5.5% interest-only debt. Despite fully utilizing these resources, the project still faces a \$950,000 funding gap, requiring HOME-ARP assistance to move forward. This request equates to \$67,857 per HOME-ARP assisted unit.

The operating pro forma projects \$1,188,316 in annual effective gross income and \$514,433 in annual expenses plus reserves. Debt service payments are estimated at \$593,260 per year, with a debt service coverage ratio (DSCR) of 1.15 in the first full year of operations, maintaining financial stability. The project benefits from a 75% affordable housing TIF from the City of Portland and 10 project-based vouchers from MaineHousing, further ensuring long-term operational sustainability. Additionally, rooftop solar panels will help offset electricity costs, reducing utility burdens.

ii. Describe what other assistance is needed or would be beneficial in order to meet project financing costs and minimize total development costs.

HOME-ARP funding is necessary to close the funding gap as all of the project's other funding sources have been maximized. Furthermore, because rents are capped to serve low-income households, the ability to support additional debt is limited. The combination of TIF revenue, City Housing Trust Funds, 45L credits, solar tax credits, State and Federal affordable housing tax credits, project-based vouchers, and solar energy savings has already optimized the project's net operating income (NOI) to support existing debt obligations.

d. Development Plan/Integration of Support Services to HOME ARP funded development/units

i. Describe the plan for property management, including a maintenance plan and measures that will be taken to ensure renters will have long-term housing stability.

The property management team will implement a comprehensive plan to ensure the long-term quality of the HOME-ARP units, including regular property inspections and adherence to HUD's NSPIRE standards. Preventative and emergency maintenance procedures will be in place to maintain safe and habitable conditions for all tenants. The development will be subject to an Extended Use Agreement with MaineHousing, which will be executed at construction loan closing and a copy recorded at the registry of deeds. The Extended Use Agreement will restrict occupancy of the LIHTC units to households with income not exceeding 60% of AMI and the length of the affordability period will be 45 years.

ii. Describe the plan for property management, including a maintenance plan and measures that will be taken to ensure renters will have long-term housing stability.

HOME-ARP units will be marketed to the general public, as well as agencies that serve Qualifying Populations (QPs), ensuring broad outreach and equitable access. The project will accept referrals from multiple sources, including Coordinated Entry and Through These Doors (Cumberland County's domestic violence resource center), and will maintain a referral list open to all QPs.

A waiting list will be maintained, including applicant information such as name, address, email, phone number, family composition, and preference claims. QP1, QP2, and QP3 applicants will receive priority placement before any other applicants who do not qualify for that preference, based on the date and time of application submission. Applicants not claiming a preference will be selected for tenancy based solely on the order of completed applications received. When an applicant nears the top of the waiting list, eligibility will be verified, including QP status for designated units or household income for low-income units.

The project will maintain a Tenant Selection Plan, outlining policies for soliciting applications from all QPs and ensuring a fair and transparent selection process. Potential tenants' QP status and annual household income will be verified at initial occupancy and recertified annually.

iii. Describe how support services for the tenants will be provided. Describe the type of services, relationship with partners providing services. If applying for funding under the Supportive Services category, please review and respond to the questions in the HOME-ARP Application: Supportive Services section.

To support the long-term housing stability of HOME-ARP renters, services will be provided by Catholic Charities, a provider of support services for individuals entering housing out of homelessness, and Through These Doors, Cumberland County's only regional domestic violence resource center. Letters of support from Catholic Charities and Through These Doors, which include descriptions of the support services they can offer, are included in Attachment F. By integrating these services, the project will foster long-term housing stability for tenants while maintaining compliance with HOME-ARP regulations.

iv. Describe previous experience or involvement in the development of other housing occupied or owned by the same target market to be assisted through this housing project. Include resumes of key development team members or other supporting documents to demonstrate capacity.

YFO has hired Developers Collaborative (DC) as its development consultant. DC is a recognized leader in affordable housing development in Maine, with extensive experience creating housing for all ages, low-income households, and individuals experiencing homelessness. DC's successful projects, such as 155 Danforth in Portland, demonstrate its ability to develop high-quality, community-oriented housing with supportive services. DC has a proven track record of successfully financing, constructing, and managing LIHTC developments. Resumes and a full project list are included in the Project Team Capacity section of this application to further illustrate our expertise in serving the target populations for this project.

e. Current Status/Project Readiness

i. Describe where in the development process the project stands at the time of the proposal submission. Include a projection of future significant dates, any and all anticipated barriers to overcome and expected completion date. If other funding sources are already secured for this project, please provide proof of funding.

YFO Resource Hub is well advanced in the development process, having secured local approvals and an allocation of financing from MaineHousing. Prior to the new construction development, YFO will be demolishing the existing buildings, including abatement of hazardous materials and removal of contaminated soil to prepare the site for development. St. Germain is currently preparing the documents required for environmental remediation, which will also be used as part of HUD's Environmental Review process. YFO has received an allocation of \$250,000 in CDBG funds for demolition, \$50,000 from the DEP for abatement, and \$250,000 from the Maine Department of Economic and Community Development, and has applied for \$400,000 from Greater Portland Council of Governments (GPCOG) as a Brownfields Grant, and \$300,000 from GPCOG as a Brownfields Loan. Once the HUD Environmental Review process is complete, demolition and remediation will commence.

New construction is anticipated to begin in fall 2025 and is expected to take 17 months, with completion in early 2027. Lease-up will begin in early 2027. Despite the strong progress, the most significant remaining barrier is the unresolved \$950,000 funding gap. Securing this funding is critical to keeping the project on schedule and ensuring the successful delivery of much-needed affordable housing and quality childcare in Portland.

ii. Project Readiness

1. Site Control

The project site is owned by YFO and a copy of the deeds are attached. YFO will contribute the site to YFO Resource Hub LP, the entity that will own the project. The LP is initially composed of a 99.00% member, Youth and Family Outreach, Inc., to be replaced by a 99.99% investor entity to be determined. The remaining membership interest will be owned and controlled by YFO GP Inc. YFO will own all shares of the GP.

2. Local Approvals

The project received Major Site Plan Approval from the Portland Planning Board on August 13, 2024, and the final Conditions of Approval and Findings of Fact were issued. This approval remains valid until August 13, 2025, and an extension request will be submitted prior to this expiration date. The 30-day appeal period expired on September 13, 2024, with no appeals filed. Additional local permits, such as building and street opening permits, will be obtained before construction.

3. Other Funding

The project was awarded 4% LIHTC, State Affordable Housing Credit, 0% deferred debt, and 5.5% interest-only debt from MaineHousing in the 2025 funding round. MaineHousing intends to issue a formal Notice to Proceed for the project after its loan committee meeting on June 18, 2025. Additionally, the project received a reservation of Jill C. Duson Housing Trust Funds in the amount of \$1,080,000 and the project site has been designated as an Affordable Housing TIF District (AHTIF) by the City of Portland, with MaineHousing’s certificate of approval received.

4. Team Members (resumes included in Attachment I)

- Owner:** Youth and Family Outreach, Inc.
- Development Consultant:** Laura Reading, Developers Collaborative
- Architect:** Virginie Stanley, Invivid Architecture, and Studio MLA Architects
- Civil Engineer:** Stephen Bushey, Gorrill Palmer
- Environmental Professional:** St. Germain
- Construction Manager:** Penobscot General Contractors
- Construction Lender:** MaineHousing
- Attorney:** Maurice Selinger, Curtis Thaxter
- Accountant:** Greg Geisser, Otis Atwell

Asset Management: Syndicator TBD

Property Manager: Realty Resources, Inc.

Supportive Services: Catholic Charities and Through These Doors

5. Status of Design

The 90% design set is currently in progress by the selected architect and civil engineer, and the set is expected to be completed in early July, at which point PGC will confirm pricing with subcontractors. The 100% set is scheduled for completion in September, when PGC will again confirm pricing and provide a Guaranteed Maximum Price.

6. Relocation Needs

Youth and Family Outreach (YFO) will be temporarily relocating its programming while construction is underway. YFO has signed a lease with a property in South Portland that is currently a childcare facility. This program has made the decision to close, and YFO will take on their families and some of their teaching staff as they move into the facility. This building is already licensed by DHHS childcare licensing and approved by the fire marshal for this use, making relocation quite seamless. Relocation will happen at the beginning of July and YFO expects to be back in their new building in the spring of 2027.

f. Green Building/Elements of Sustainability/City of Portland Green Building Ordinance

i. New construction and rehabilitation proposals are expected to incorporate HUD NSPIRE. Any variation from these standards requires review and approval of CCHC, in its sole discretion. If the proposed project is not able to adhere to NSPIRE, the proposal must include justification and provide an alternate approach for confirming code compliant, healthy, energy efficient design choices.

YFO Resource Hub will comply with HUD NSPIRE, ensuring quality, safe, and functional housing. The development will integrate NSPIRE standards related to health, safety, and maintenance. If there are any necessary deviations from NSPIRE, they will be documented and justified, with alternative approaches provided to ensure compliance with building codes, energy efficiency standards, and long-term sustainability. However, no significant deviations from NSPIRE are anticipated at this time.

ii. Will the scope of improvements ensure that the structure and systems will have a useful life for at least the Period of Affordability or Restricted Use Period?

The project scope is designed to ensure that all major building systems and structural components will meet or exceed their expected useful life for at least the Period of Affordability or Restricted Use Period.

iii. If awarded funds, the contract term shall not exceed 36 months and all HOME-ARP funds must be expended by September 30, 2030. Describe the elements of your approach that will help to ensure the project will be completed within the proposed schedule and budget.

To meet the requirement that all HOME-ARP funds be expended by September 30, 2030, the project has a detailed and achievable development timeline:

- All other funding sources for the project have been allocated.
- Design work is anticipated through summer 2025, and construction may begin in fall 2025 pending environmental review and release and environmental remediation.
- Construction is anticipated to last 17 months, allowing ample time for expenditure of HOME-ARP funds well before the 2030 deadline.
- Budget discipline is reinforced through regular cost monitoring, a construction contingency of 5%, and secured financing commitments that minimize risk.

The project is supported by an experienced development team with a track record of delivering affordable housing projects on time and within budget, ensuring compliance with all funding and regulatory requirements.

iv. This development will comply with the City’s Green Building Ordinance.

g. Community Engagement

i. A substantially documented outline of community engagement. This must include, but is not limited to, the neighborhood organizations representing the neighborhood where the project is to be located.

Securing local approvals for YFO Resource Hub included substantial community engagement, ensuring alignment with local priorities and addressing concerns from neighborhood stakeholders. Throughout the entire predevelopment process, the development team has actively engaged with City of Portland staff to ensure that the project aligned with the City’s broader housing goals and land use requirements.

A neighborhood meeting was held on June 26, 2024 at 409 Cumberland Avenue and the Portland Planning Board reviewed the project in a public hearing, ultimately approving the Major Site Plan Application on August 13, 2024. Outreach efforts throughout the Planning Board process included notices sent to adjacent property owners regarding the Planning Board review and public comments were collected during the hearing. No appeals were filed within the required period. YFO has had additional conversations with direct abutters, including Reveler LLC and Preble Street, to make sure the shared alley adjacent to this development is managed properly.

3. Budget Information

a. Provide a full development budget with sources and uses.

A copy of the full development budget with sources and uses and all hard and soft costs is included in Attachment E. Developer fee will be consistent with MaineHousing limits and will not exceed 10% of acquisition plus 15% of development costs.

b. Provide a proforma describing how your project is feasible for operation throughout the Period of Affordability. Does the pro forma show positive cash flow, or adequate reserves to cover shortfalls? What measures will you put into place to ensure the project performs according to plan?

A copy of the project pro forma is also included in Attachment E. The pro forma shows positive cash flow throughout the affordability period, with a debt service coverage ratio of 1.15 in the project's first stabilized year of operation.

The project benefits from several previously mentioned financial supports that enhance its operational stability, including a 75% TIF, 10 PBVs, and anticipated rooftop solar array. Adequate reserves are incorporated into the development and operating budgets to ensure funds are available for future capital needs and unforeseen shortfalls to ensure financial stability.

To ensure the project performs according to plan, the development team will implement strong asset management and property oversight. YFO will be managed by Realty Resources, a dedicated group of professionals with diverse expertise in accounting, property management, and compliance.

Overall, the pro forma demonstrates that YFO Resource Hub is well-positioned to remain financially sustainable throughout the affordability period, with built-in safeguards to address potential risks and support long-term operational success.

4. Project Team Capacity

a. Discuss organization's history and briefly describe like projects that have been developed over the past five years.

Youth and Family Outreach is a 501(c)(3) non-profit organization located in the Bayside neighborhood of Portland, accredited by the National Association for the Education of Young Children, a level 4 on Maine's Quality Rating System, and state licensed. Youth and Family Outreach has a rich, unwavering history of meeting the needs of Portland's children and families. Since its origins in 1844 as a community outreach mission of the Portland Ministries at Large, the agency has focused its efforts on a serving the community with compassion. YFO currently operates an early care and education facility which was established in 1986.

Developers Collaborative (DC) is Maine's leading community-based real estate development firm. An acknowledged leader in affordable housing, historic preservation, and public private partnerships, DC continues to innovate to create projects that build community. DC believes that a developer has a great responsibility; that the ways we intervene in the built environment will affect people's lives for a long time. DC feels all developers owe it to their respective communities to do more than just take a piece of land or building to generate the highest short-term financial return possible. Serving the community while creating a financially viable development is what DC does best. DC has designed many housing developments for populations

with specific needs as diverse as seniors, families, persons with disabilities, domestic violence survivors, and persons experiencing homelessness. All of DC’s projects aim to build community through careful design and quality construction.

A full list of our LIHTC developments from the last five years is included below and additional developments can be found on our website at www.developerscollaborative.com. Select project descriptions are included in Attachment I.

Project	Location	Units	Project Type	Completion Date
Equality Commons	Portland	54	Affordable senior	Under Construction (2026)
Rumford Senior Housing	Rumford	33	Affordable senior	Under Construction (2025)
Peasley Park	Rockland	49	Affordable senior	2025
Sturgeon Landing	Augusta	32	Affordable	2025
Congress Square Commons	Belfast	36	Affordable	2024
Harrison Ridge	Bridgton	48	Affordable senior	2023
155 Danforth	Portland	30	Affordable	2023
Uplands 2	Scarborough	39	Affordable senior	2023
Oriole Senior	Ellsworth	29	Affordable senior	2022
Penobscot Landing	Belfast	25	Affordable senior	2021
Uplands	Scarborough	39	Affordable senior	2021
Summer Street	Gardiner	15	Affordable	2020
Maple Street	Augusta	29	Affordable	2020

b. Development Team Members (resumes included in Attachment I)

- Owner:** Youth and Family Outreach, Inc.
- Development Consultant:** Laura Reading, Developers Collaborative
- Architect:** Virginie Stanley, Invivid Architecture, and Studio MLA Architects
- Civil Engineer:** Stephen Bushey, Gorrill Palmer
- Environmental Professional:** St. Germain
- Construction Manager:** Penobscot General Contractors
- Construction Lender:** MaineHousing
- Attorney:** Maurice Selinger, Curtis Thaxter
- Accountant:** Greg Geisser, Otis Atwell
- Asset Management:** Syndicator TBD
- Property Manager:** Realty Resources, Inc.
- Supportive Services:** Catholic Charities and Through These Doors

ATTACHMENTS

- A. Conceptual Site Plan
- B. Conceptual Floor Plans
- C. Site Control (Deeds)
- D. Conceptual Construction Cost Estimate
- E. S&U, Development Budget, Operating Budget, & Pro Forma
- F. Service Provider Letters of Support
- G. MaineHousing 9% LIHTC Notice
- H. MaineHousing TIF Approval
- I. Development Team Resumes

331 CUMBERLAND AVENUE

HOUSING					
SOURCES OF FUNDS	Construction		Terms/Comments		
	Permanent	Period	Rate	Term	Paymnt
Amortizing Debt					
AHP Subsidized Advance			2.00%	20	\$0
MSHA RLP	10,786,553		5.50%	30	\$593,260
MSHA RLP			5.50%	30	\$0
<i>Subtotal Amortizing Debt</i>	10,786,553				\$593,260
Soft Debt					
Portland HTF	1,080,000	540,000	-	NPV	
MSHA RLP	1,000,000	500,000	0.0%	30	\$0
DECD BCRLF Grant					
PDC Brownfields Closeout Grant		-			
GPCOG Brownfields		-			
HOME-ARP	950,000	-			
<i>Subtotal Soft Debt</i>	3,030,000	1,040,000			
Construction Loan		22,400,653	82.32%		
Total Debt Financing	13,816,553	23,440,653			
Solar Credit Equity	104,500				
45L	300,000				
SLIHTC	2,712,598				
Community Service Facility Equity					
LIHTC Syndication Proceeds	9,027,429	250,000			
Deferred Developer Fee	1,250,000				
GP Contribution	100				
TOTAL SOURCES	27,211,180	23,690,653			
USES OF FUNDS					
USES OF FUNDS	Construction				
	Total	Period			
Acquisition/Demo	-	-			
Construction	21,219,667	21,219,667			
Soft Costs	1,524,726	1,524,726			
Financing Fees	1,353,000	650,000			
Other Soft Costs	250,259	196,259			
Development Fee	2,000,000	100,000			
Reserves	863,527	-			
TOTAL USES	27,211,180	23,690,653			
DEVELOPMENT CONTINGENCY (GAP)	0	-			

CHILDCARE					
SOURCES OF FUNDS	Construction		Terms/Comments		
	Permanent	Period	Rate	Term	Paymnt
Amortizing Debt					
AHP Subsidized Advance			2.00%	20	\$0
MSHA RLP	-		5.50%	30	\$0
MSHA RLP (Childcare Space)	800,000		5.50%	30	\$44,000
<i>Subtotal Amortizing Debt</i>	800,000				\$44,000
Soft Debt					
Portland HTF	-	-	-	NPV	
MSHA RLP	-	-	0.0%	30	\$0
DECD BCRLF Grant					
PDC Brownfields Closeout Grant		-			
GPCOG Brownfields		-			
HOME-ARP		-			
<i>Subtotal Soft Debt</i>	-	-			
Construction Loan		3,811,793	100.00%		
Total Debt Financing	800,000	3,811,793			
Solar Credit Equity	-				
45L					
SLIHTC	-				
Community Service Facility Equity					
LIHTC Syndication Proceeds	1,350,485				
Deferred Developer Fee	-				
YFO Contribution	1,661,308				
TOTAL SOURCES	3,811,793	3,811,793			
USES OF FUNDS					
USES OF FUNDS	Construction				
	Total	Period			
Acquisition/Demo	-	-			
Construction	3,280,893	3,280,893			
Soft Costs	230,900	230,900			
Financing Fees	-				
Other Soft Costs	300,000	300,000			
Development Fee	-				
Reserves	-	-			
TOTAL USES	3,811,793	3,811,793			
DEVELOPMENT CONTINGENCY	0	-			

331 CUMBERLAND AVE
DEVELOPMENT BUDGET AND TAX CREDITS

Development Budget	Residential	Daycare	Total	Basis		
ACQUISITION/DEMOLITION						
Land			-			
Buildings			-			
Abatement/Demolition			-			
Subtotal Acquisition/Demo			-			
CONSTRUCTION						
Site Work	2,576,906	54,563	2,631,469	2,631,469		
Gen'l Requirements			-			
Structures	17,632,301	3,070,097	20,702,398	20,702,398		
Building Permit			-			
OH & P			-			
Bond			-			
Abatement			-			
Contractor Contingency			-			
Construction Contingency	1,010,460	156,233	1,166,693	1,166,693		
Subtotal Construction	21,219,667	3,280,893	24,500,560	24,500,560		
SOFT COSTS						
Solar	275,000		275,000	275,000		
Permits & fees	351,726		351,726	351,726		
Engineer/Survey	110,000		110,000	110,000		
Architect	433,000	230,900	663,900	663,900		
Real Estate Attorney	55,000		55,000	55,000		
Title Insurance & Recording	20,000		20,000	20,000		
Accounting/ Cost Certification	10,000		10,000	10,000		
Soft Cost Contingency	60,000		60,000	60,000		
Utility Allowance	150,000		150,000	150,000		
Const. Taxes & Insurance	60,000		60,000	60,000		
Subtotal Soft Costs	1,524,726	230,900	1,755,626	1,755,626		
FINANCING EXPENSES						
Constr. Loan Orig. Fee			-			
Construction Legal & Inspection			-			
Construction Interest	895,000		895,000	667,845		
Other Financing Expenses			-			
Perm. Loan Orig. Fee	458,000		458,000	-		
Subtotal Financing	1,353,000		1,353,000	667,845		
OTHER SOFT COSTS						
Market Study	5,500		5,500	5,500		
Property Appraisals	7,500		7,500	7,500		
Environmental Report & Testing	35,000		35,000	35,000		
Construction Oversight	-		-	-		
Syndication Due Diligence	25,000		25,000			
Tax Credit Fees & Prepaid Monitoring	157,004		157,004			
FFE	20,000	300,000	320,000	320,000		
Organizational Legal	255		255			
Subtotal Other	250,259	300,000	550,259	368,000		
DEVELOPER'S FEES						
Developer's Ovhd. & Profit	2,000,000		2,000,000	2,000,000		
Consultant			-			
Subtotal development fees	2,000,000		2,000,000	2,000,000		
PROJECT RESERVES						
Rent Up & Marketing Reserve	50,000		50,000	-		
Operating Reserve	553,847		553,847	-		
Replacement Reserve	176,323		176,323	-		
Prepaid Taxes & Insurance	83,358		83,358	-		
Subtotal Reserves	863,527		863,527	-		
TOTAL PROJECT COST	27,211,180	3,811,793	31,022,973	29,292,031		
25%/10% Cap on Community Service Facility		4,798,024				
Eligible Basis				29,292,031		
Less FedHOME				-		
LIHTC Eligible Basis				29,292,031		
Applicable Fraction	80.974%			less fed HTC		
Qualified Basis		3,086,571		20,632,436		
Qualified CT Adjustment	130%	4,012,543		26,822,166		
Credit Percentage		4.00%		4.00%		
Annual LIHTC Eligible		160,502		1,072,887	2,712,598	40%
Annual LIHTC Allocated				1,072,887		
LP Interest	98.99%				0.99	0.95
NET PROCEEDS	85.00%	1,350,485		9,027,429	2,675,382	104,500

Affordability Analysis & Rent Schedule					
Affordable Rents					
Rent Schedule					
Unit Type	# Units	Net Rent	Utility Allow.	Gross Rent	Afford. @ % Med. Inc.
0 BR @ 50%	2	\$1,044	92	\$ 1,136	
1 BR @ 50%	12	\$1,112	105	\$ 1,217	
2 BR @ 50%	9	\$1,340	121	\$ 1,461	
3 BR @ 50%	6	\$1,372	139	\$ 1,511	
0 BR @ 60%	2	\$1,271	92	\$ 1,363	
1 BR @ 60%	8	\$1,356	105	\$ 1,461	
2 BR @ 60%	5	\$1,632	121	\$ 1,753	
3 BR @ 60%	4	\$1,664	139	\$ 1,803	
0 BR PBV	1	\$1,425	92	\$ 1,517	
1 BR PBV	4	\$1,614	105	\$ 1,719	
2 BR PBV	3	\$2,091	121	\$ 2,212	
3 BR PBV	2	\$2,123	139	\$ 2,262	
1 BR Market	4	\$2,167	105	\$ 2,272	
2 BR Market	8	\$2,475	121	\$ 2,596	
3 BR Market	0				
TOTAL	48				
Bedroom Mix	0 BR 4	1 BR 20	2 BR 14	3 BR 10	Total 48
Percent	8%	42%	29%	21%	
Income Mix	50%AMI	60%AMI	PBV	Market	Total
Number	29	19	10	12	60
Percent	60.4%	39.6%	20.8%	25.0%	

Bedrooms 102
LIHTC Units 48
Market Rate Units 12

Operating Income & Expense		
Effective Gross Income	Monthly	Annual
Residential Rental Income	92,398	1,108,776
HAP Income	6,145.60	73,747
Commercial Rental Income	-	
Commercial Vacancy		
Less Vacancy & Collection Loss	5.0% (4,927)	(59,126)
TIF Income	5,409.88	64,919
Effective Gross Income	99,026	1,188,316

Annual Expenses	Per Unit	Total
ADMINISTRATIVE EXPENSES		

Management Fee	1,404	67,404
Legal	31	1,500
Audit	208	10,000
Marketing	20	1,500
Site Manager	1,083	52,000
Resident Services	468	22,464
Broadband Service	20	960
Other	-	
<i>Subtotal Administrative</i>	3,246	155,828
OPERATING EXPENSES		
Water/Sewer/Stormwater	500	24,000
Natural gas (hot water)	360	21,600
Electric inc heat	1,250	60,000
Solar Offset	(305)	(18,310)
<i>Subtotal Operating</i>	1,819	87,290
MAINTENANCE		
Building Maintenance	1,000	48,000
Janitorial	300	14,400
Supplies/Exterminating	150	7,200
Painting/Decorating	150	7,200
Grounds	250	15,000
Snow Removal	320	19,200
Trash Removal	867	10,400
<i>Subtotal Maintenance</i>	2,529	121,400
GENERAL EXPENSES		
Property taxes	2,073	99,515
Insurance	600	28,800
Management Broadband	-	
<i>Subtotal General</i>	2,673	128,315
REPLACEMENT RESERVE		
Housing	450	21,600
TOTAL RESERVES		21,600
TOTAL EXPENSES PLUS RESERVES	10,717	514,433

331 CUMBERLAND AVENUE
30-YEAR PROFORMA OPERATING INCOME AND EXPENSE STATEMENT

	Trend Rate	1 2027	2 2028	3 2029	4 2030	5 2031	6 2032	7 2033	8 2034	9 2035	10 2036	11 2037	12 2038	13 2039
INCOME	(see below)													
Gross Rental Income		1,182,523	1,206,174	1,230,297	1,254,903	1,280,001	1,305,601	1,331,713	1,358,347	1,385,514	1,413,225	1,441,489	1,470,319	1,499,725
Residential Vacancy	5.00%	(59,126)	(60,309)	(61,515)	(62,745)	(64,000)	(65,280)	(66,586)	(67,917)	(69,276)	(70,661)	(72,074)	(73,516)	(74,986)
Commercial	2.00%	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial Vacancy	5.00%	-	-	-	-	-	-	-	-	-	-	-	-	-
TIF Income	2.00%	64,919	66,217	67,541	68,892	70,270	71,675	73,109	74,571	76,062	77,584	79,135	80,718	82,332
EFFECTIVE INCOME		1,188,316	1,212,082	1,236,324	1,261,050	1,286,271	1,311,996	1,338,236	1,365,001	1,392,301	1,420,147	1,448,550	1,477,521	1,507,072
EXPENSES														
Administrative	3.00%	155,828	160,503	165,318	170,277	175,386	180,647	186,067	191,649	197,398	203,320	209,420	215,702	222,173
Operating	3.00%	87,290	89,909	92,606	95,385	98,246	101,193	104,229	107,356	110,577	113,894	117,311	120,830	124,455
Maintenance	3.00%	121,400	125,042	128,793	132,657	136,637	140,736	144,958	149,307	153,786	158,399	163,151	168,046	173,087
General	3.00%	128,315	132,164	136,129	140,213	144,420	148,752	153,215	157,811	162,546	167,422	172,445	177,618	182,947
Replacement reserve	3.00%	21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183	29,029	29,899	30,796
TOTAL EXPENSES		514,433	529,866	545,762	562,135	578,999	596,369	614,260	632,688	651,669	671,219	691,355	712,096	733,459
NET OPERATING INCOME		673,882	682,216	690,561	698,915	707,272	715,627	723,976	732,313	740,633	748,929	757,195	765,425	773,613
DEBT SERVICE		593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260
CASH FLOW		80,622	88,955	97,301	105,655	114,012	122,367	130,716	139,053	147,372	155,668	163,934	172,165	180,352
CASH FLOW/UNIT		1,344	1,483	1,622	1,761	1,900	2,039	2,179	2,318	2,456	2,594	2,732	2,869	3,006
DSCR		1.14	1.15	1.16	1.18	1.19	1.21	1.22	1.23	1.25	1.26	1.28	1.29	1.30

14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
1,529,720	1,560,314	1,591,521	1,623,351	1,655,818	1,688,934	1,722,713	1,757,167	1,792,311	1,828,157	1,864,720	1,902,014	1,940,055	1,978,856	2,018,433	2,058,802	2,099,978
(76,486)	(78,016)	(79,576)	(81,168)	(82,791)	(84,447)	(86,136)	(87,858)	(89,616)	(91,408)	(93,236)	(95,101)	(97,003)	(98,943)	(100,922)	(102,940)	(104,999)
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
83,979	85,659	87,372	89,119	90,902	92,720	94,574	96,466	98,395	100,363	102,370	104,417	106,506	108,636	110,809	113,025	115,285
1,537,213	1,567,957	1,599,316	1,631,303	1,663,929	1,697,207	1,731,151	1,765,774	1,801,090	1,837,112	1,873,854	1,911,331	1,949,558	1,988,549	2,028,320	2,068,886	2,110,264
228,838	235,704	242,775	250,058	257,560	265,286	273,245	281,442	289,886	298,582	307,540	316,766	326,269	336,057	346,139	356,523	367,218
128,189	132,035	135,996	140,075	144,278	148,606	153,064	157,656	162,386	167,257	172,275	177,443	182,767	188,250	193,897	199,714	205,705
178,280	183,628	189,137	194,811	200,656	206,675	212,876	219,262	225,840	232,615	239,593	246,781	254,185	261,810	269,664	277,754	286,087
188,435	194,088	199,911	205,908	212,085	218,448	225,001	231,751	238,704	245,865	253,241	260,838	268,663	276,723	285,025	293,575	302,383
31,720	32,672	33,652	34,662	35,702	36,773	37,876	39,012	40,182	41,388	42,629	43,908	45,226	46,582	47,980	49,419	50,902
755,462	778,126	801,470	825,514	850,280	875,788	902,062	929,124	956,997	985,707	1,015,278	1,045,737	1,077,109	1,109,422	1,142,705	1,176,986	1,212,296
781,750	789,831	797,846	805,788	813,649	821,419	829,090	836,651	844,093	851,405	858,576	865,594	872,449	879,127	885,615	891,900	897,968
593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260	593,260
188,490	196,570	204,586	212,528	220,389	228,159	235,829	243,390	250,832	258,144	265,315	272,334	279,188	285,866	292,355	298,640	304,708
3,142	3,276	3,410	3,542	3,673	3,803	3,930	4,057	4,181	4,302	4,422	4,539	4,653	4,764	4,873	4,977	5,078
1.32	1.33	1.34	1.36	1.37	1.38	1.40	1.41	1.42	1.44	1.45	1.46	1.47	1.48	1.49	1.50	1.51

2. Project Narrative

a. Project Description - Provide a detailed description of the project that is proposed.

Greater Portland Family Promise is dedicated to helping families experiencing homelessness achieve sustainable independence through a community-based response. With extensive experience in transitional housing, emergency shelter, housing navigation, and stabilization case management, GPFM provides essential support, including access to food and other necessities.

Family Promise is proposing the development of a two-family dwelling unit at 22 Pleasant Ave, Portland, Maine to serve as a transitional housing program. This new project will be able to house four families at a time, two in each unit. This initiative is designed to provide temporary, stable housing for families experiencing homelessness or at risk of homelessness, offering them a safe, supportive environment while they work toward securing permanent housing.

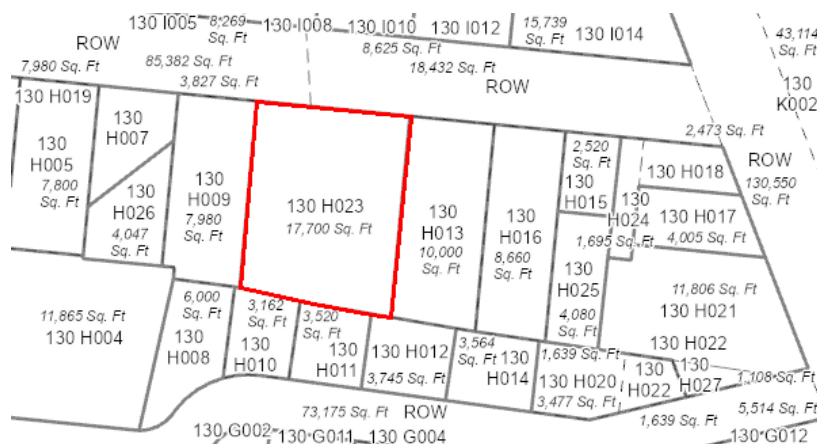
On July 24, 2024, the Board of Trustees for the New England Conference of the United Methodist Church approved the donation of the former Clark Memorial Church parsonage and its property to Greater Portland Family Promise. The transfer of the property was completed on March 18, 2025.

This new Family Promise Transitional Housing Program will provide families experiencing homelessness or at risk of homelessness with temporary residence for up to 18 months while they receive assistance in securing long-term housing. Each family will have a private, locked room, while kitchen, bathroom, laundry, and community spaces will be shared. Family Promise will also offer on-site supportive services, including housing navigation and case management, to help families transition into permanent housing successfully.

As part of this initiative, Family Promise will provide supportive services in the form of housing navigation services to help families secure permanent housing, housing stabilization case management to ensure long-term housing success, basic needs assistance, including food, diapers and toiletries. Services will also include referrals for education, childcare, and employment. By combining safe housing with supportive services, this project aims to reduce family homelessness and promote housing stability in the Portland community.

i. Location of the project (address, Tax Map/Lot)

22 Pleasant Ave, Portland, Maine 04103



ii. Development strategy and how it fits into the neighborhood

Family Promise’s development strategy ensures that our project will provide much-needed housing for families experiencing homelessness while maintaining long-term sustainability. The development of a two-family unit at 22 Pleasant Avenue is practical, legally permissible, and financially viable. The neighborhood already includes several multi-family housing units, and this project aligns with the City of Portland’s updated land use policies, which support increased housing density and improved access to stable housing for vulnerable populations.

Zoning & Land Use Compliance: Michelle Lamm from Greater Portland Family Promise and Jesse Thompson, an architect from Kaplan Thompson Architects, have met with Zoning Administrator Ann Machado and Development Review Services Manager Matthew Grooms from the City of Portland Planning and Urban Development Department to discuss the reuse of 22 Pleasant Avenue (“the Property”). The Property is located in the RN-3 Residential Neighborhood Zone, which allows single-family, two-family, three-family, and four-family dwelling units, and accessory dwelling units. The definition of “family” in the Portland code includes “up to eight unrelated individuals living together in a dwelling unit as a single nonprofit housekeeping unit.”

Design & Architectural Planning: Family Promise has been working with Deirdre Wadsworth from Hardypond Construction and Jesse Thompson from Kaplan Thompson Architects to develop architectural drawings and floor plans to determine unit layout and structural modifications, ensuring privacy and comfort, fire safety, egress requirements and accessibility laws.

Financial Viability: Family Promise has been working with Kaplan Thompson Architects and Hardypond Construction to gather estimates to determine project costs.

Funding & Grants: Family Promise has applied for and has been granted \$432,000 in federal earmark HUD Community Project Funding for this project.

Revenue Potential: We will determine rent pricing based on single-room occupancy for each family, at 75% of \$1,434 per 1 bedroom unit according to Maine’s General Assistance Maximums.

Permitting & Regulatory Approvals: Once full funding is secured, Family Promise will work with the architect and a builder to submit a final site plan to the City of Portland and to begin the process of obtaining necessary permits to meet compliance standards.

iii. Number and types of units included in the project, including income eligibility, anticipated monthly rent for each type/size of unit based on current market conditions and HOME rent limits. Include rates for both subsidized and non-subsidized units, if applicable. Indicate if rents include utilities and indicate expected monthly utility expenses if not included in the rent.

The proposed project at 22 Pleasant Ave will provide temporary housing for up to four families at a time, serving families experiencing homelessness or at risk of homelessness.

Rent calculation is based on Maine General Assistance Maximums, which estimated projected income at 75% of the single-room occupancy rate. The current 2024-2025 rate is \$1,434 per unit/room. There will be one fixed rate for this project and there will not be subsidized or non-subsidized units in this project. All utilities (heat, electricity, water, waste disposal) and property maintenance will be included in the rent.

iv. Details regarding building types (number of bedrooms/units, square footage, any special amenities, ownership structure)

The project at 22 Pleasant Avenue, Portland, ME, will be to create a two-unit transitional housing facility. Each of the two dwelling units will accommodate two families, for a total capacity of four families. Each family will have a private, lockable bedroom, while kitchen, bathroom, laundry, and living spaces will be shared within each unit.

v. Details regarding the use of building materials, utility types

Building Materials: Framing, drywall, insulation (Dens-Pack cellulose), LVT flooring, and trim.
Utilities: Gas heating, ERV ventilation, air source heat pumps, heat pump water heaters, and new plumbing.

Electrical: LED lighting, 100-amp panels, security systems, and provisions for solar energy.

Special Features: Fire suppression, fire extinguishers, and energy efficient appliances

vi. If the project includes rehabilitation of an existing structure, please include the age of the building, extent of rehabilitation, number of current occupants, current utilities.

The building at 22 Pleasant Ave is a single-family home built in 1900. The project will involve substantial rehabilitation, including new exterior stairs, insulation, fire suppression system, and plumbing and HVAC upgrades. At the time of construction, the house will be vacant.

Average Monthly Utilities (based on current occupancy):

Natural Gas: \$245

Electricity: \$144

Water/Sewer: \$151

b. Target Market - HOME ARP Qualifying Populations Information

i. Describe the Qualified Population that will occupy the units after development work is complete. Please include information on the Qualified Population by income levels, household sizes, and any special needs (elderly, physically or mentally disabled, homeless etc.). Points will be awarded based on the extent to which the proposal meets CCHC's HOME-ARP targeting priorities and preferences noted above

The units at 22 Pleasant Ave will have a designated reference for QP 1 families experiencing homelessness or at risk of homelessness. These families will typically have zero income and fall within low-income eligibility criteria. Household sizes will vary, but each unit will be designed to accommodate two families, with private rooms for each family. The program is intended to provide housing for families with children, though individuals with special needs such as elderly family members, victims of domestic violence and sexual assault, veterans and those with physical or mental disabilities, will also be considered, depending on the available resources and need. The project aligns with CCHC's HOME-ARP targeting priorities by focusing on vulnerable populations, particularly those who are homeless or at immediate risk of homelessness.

The City of Portland, acting as the Participating Jurisdiction (PJ) for its HOME-ARP allocation, will ensure compliance with HUD requirements regarding the inclusion of all four Qualified Populations (QPs) in its HOME-ARP funded projects activities.

1. Homeless individuals and families
2. At risk of homelessness
3. Victims of domestic violence, sexual assault, or human trafficking
4. Other populations as defined by HUD guidelines

Greater Portland Family Promise as a subrecipient and social service provider, GPFPP will receive referrals from the Coordinated Entry (CE) system.

- GPFPP will only serve families, ensuring that families from all QPs (Homeless, At Risk of Homelessness, Domestic Assault, Sexual Assault, and Trafficking) have access to HOME-ARP supported transitional housing program.

- GPFPP will honor the prioritization established through the CE system, accepting families based on prioritization and availability.

Greater Portland Family Promise as a subrecipient has set a preference to serve only families and will prioritize families based on:

- Length of time homelessness and number of episodes of homelessness (a total number of months homelessness over the past 3 years and number of times the client has been homeless)
- Vulnerability as assessed by a Vulnerability Index - Service Prioritization Decision Assistance Tool such as standardized tools such as VI-SPDAT prescreen and triage for families helps Continuums of Care (CoCs) implement a HUD requirement to establish a standardized process for prioritizing people for services ensuring that all consumers are evaluated in the same way

a. List Justification for Subsidy Request

i. Justify the level of funding requested by describing the relationship between the cost of the project and the required revenue needed to support project feasibility. Include requirements of other funding sources and all costs to be charged to the project (i.e. relocation, infrastructure costs, etc.). The Development Pro Forma and Operating Pro Forma should support the size of the request and funding requests from other sources. Any project contingencies should also be included.

We are requesting funding to supplement a federal grant received through Congressionally Directed Spending (CDS) and coming through HUD's Community Project Funding (CPF). The \$432,000 already secured will cover nearly 50% of our estimated development cost of \$911,000. The total development cost includes related soft costs such as architecture and engineering, utilities, and the hard costs of construction, including demolition, materials, plumbing, HVAC, insulation, and finishings. The operating pro forma illustrates the income-to-expense balance, with the expected rent covering building and grounds operating costs, and permanent funds coming from donors associated with the Clark House property that will be invested for future major expenses.

ii. Describe what other assistance is needed or would be beneficial in order to meet project financing costs and minimize total development costs.

If we are awarded this HOME-ARP development funding, we expect to be able to fully pay for the development of the Clark House property transitional housing program. We have received a large gift from the New England United Methodist Conference, and we are expecting a large

donation from a private donor. These contributions will be invested to help pay for major expenses, ongoing upkeep, repairs, and any other unexpected expenses.

d. Development Plan/Integration of Support Services to HOME ARP funded development/units:

i. Describe the plan for property management, including a maintenance plan and measures that will be taken to ensure renters will have long-term housing stability.

Greater Portland Family Promise will contract with a professional property management company to oversee the property. Services will include 24/7 emergency response, routine upkeep, preventative maintenance, and a dedicated repair budget. To promote long-term housing stability, tenants will have access to supportive services such as financial assistance, tenant education, and case management. Lease agreements will include provisions that protect tenant rights and promote stability, ensuring a secure and well-maintained living environment for all residents.

ii. Describe tenant selection policies. How will potential tenants be screened? Include information on how a waiting list will be developed and how units will be advertised.

Application process, tenant selection and waiting list

Only families (with minor children or pregnant) from one of the four HUD-defined Qualified Populations (QPs) will be eligible. Eligibility will be verified by Coordinated Entry documentation, HMIS data, and HUD guidance.

All families will be referred to Greater Portland Family Promise through the Continuum of Care (CoC), Coordinated Entry (CE) system. GPFPP will not accept walk-in applications or self-referrals.

Families will be prioritized based on the CoC, Coordinated Entry established criteria, including but not limited to:

- Length and history of homelessness
- Vulnerability score
- Risk factors including domestic violence, sexual assault and trafficking

Tenant Selection Process

When a unit becomes available, GPFPP will offer it to the highest-priority eligible family. If declined once, the family remains at the top.

Initial Screening for eligibility

- Upon referral, GPFPP will schedule an intake
- Review of family composition, background
 - Review services needs
 - Verify income eligibility
 - Verify safety for program eligibility

Waiting List

GPPF will maintain referrals in a secure, electronic format with applicant name/ID, CE referral date, prioritization score, family size, and QP category

Removal from Waiting List:

- At applicant's written request
- Failure to respond to outreach within 30 days
- Determination of ineligibility
- Provision of false information
- After two refusals without documented good cause, the family is removed and must re-enter through the Coordinated Entry system

iii. Describe how support services for the tenants will be provided. Describe the type of services, relationship with partners providing services. If applying for funding under the Supportive Services category, please review and respond to the questions in the HOME-ARP Application: Supportive Services section.

The primary goal is to reduce the duration of family homelessness and ensure that families remain housed for a minimum of one year.

Key services include:

Access to Public Benefits and Community Resources

- Assistance with applying for DHHS benefits (SNAP, MaineCare, TANF, WIC)
- Connections to food pantries and culturally appropriate food resources

Housing Navigation & Support

- Guidance in securing low-barrier, affordable housing
- Assistance with documentation, applications, and lease agreements

Education Assistance

- Collaboration with McKinney-Vento liaisons to enroll children in school
- Support for English language classes, job training, and continuing education

Financial Assistance and Basic Needs Support

- Help with rent, security deposits, damages, repairs, and utilities
- Support for transportation and laundry expenses

Housing Stabilization & Tenant Advocacy

- Helping families overcome challenges in their first year of tenancy
- Matching each family with a volunteer Family Support Partner

Greater Portland Family Promise will provide supportive services through a coordinated effort between Family Promise and community partners to ensure tenants receive the necessary support for long-term stability. Family Promise will collaborate with other local non-profits, healthcare providers, education and workforce development agencies. Family Promise has expertise in

evidence-based practices, culturally responsive practices and working with diverse and vulnerable populations.

Greater Portland Family Promise works with many partners (municipalities' social services departments, schools, property management companies, and faith-based organizations) to make this work possible and to work toward the common goal of addressing the needs of the growing homeless population. Partners work together to prevent and reduce homelessness through transitional housing, permanent housing, food assistance, housing navigation, and housing stabilization services.

Family Promise works very closely with the City of Portland Social Services Department. Once an apartment has been found and secured Family Promise facilitates the move in process. Family Promise case managers submit the General Assistance rental agreement, request an apartment inspection from housing and safety, instruct families to withdraw TANF money to make rent payment using a money order and to request the remainder of the funds needed from GA.

Family Promise works in tandem with Portland Public Schools McKinney Vento social workers. Family Promise case managers and McKinney Vento social workers both prioritize families' access to education and housing. PPS and Family Promise are invested in families and their academic and housing stability work together to minimize disruption and stressful situations for the families we work with by coordinating transportation, registration and enrollment, and grant funding for homelessness prevention.

Family Promise partners with Avesta Housing to move families into quality, safe, affordable housing. Family Promise case managers help families to apply for vacancies and to complete the required eligibility paperwork regarding assets, income, and employment. Family Promise also provides a professional reference and acts as a guarantor for the families that we work with. Family Promise case managers also help facilitate the lease signing and move-in process, helping families to understand their rights and responsibilities and to secure security deposit and rent payment. Family Promise provides ongoing housing stabilization by acting as a liaison between the Avesta property manager, residence service coordinator, and the family to ensure a successful tenancy.

Family Promise collaborates with Good Shepherd Food Bank, Preble Street, and Food For All Mobile Market to provide monthly culturally appropriate and nutritious food to families.

Additionally, Family Promise works closely with Maine Needs and over 20 congregations that help with donations of bedding, household goods, food, diapers, and personal care items.

i. Describe previous experience or involvement in the development of other housing occupied or owned by the same target market to be assisted through this housing project. Include resumes of key development team members or other supporting documents to demonstrate capacity.

Greater Portland Family Promise has extensive experience providing emergency shelter, transitional housing, and supportive services for families experiencing homelessness. Since 2017, GPFPP has operated rotational shelters in partnership with the faith-based community. In response to the pandemic, GPFPP transitioned to a 24-hour static shelter and expanded transitional housing through partnerships with Clark United Methodist Church, Woodfords Congregational

Development Budget: 22 Pleasant Avenue (GFPF)

Project Income	
HUD Community Project Funding Award	\$432,000
HUD HOME-ARP request	\$479,000
TOTAL INCOME	\$911,000

DEVELOPMENT EXPENSES - Uses of funding	
Acquisition	0
Architectural, engineering, and related professional services	\$ 50,000
Permits and fees	\$ 22,000
Building/Renovations	\$ 715,000
Builder's Overhead and Profit	\$ 50,000
Funding initial operating deficit reserve	\$ 24,000
Project Contingency	\$ 50,000
TOTAL DEVELOPMENT EXPENSES	\$ 911,000

DEVELOPMENT PRO FORMA

SOURCES OF FUNDS

Construction/Renovation Funds

<i>Source</i>	<i>Amount</i>
HUD Community Project Funding	\$432,000
HOME-ARP Development Funding	\$394,522
TOTAL DEVELOPMENT FUNDS	\$826,522

USES OF FUNDS

	Total Development Cost
Acquisition Cost - Land	\$0
Acquisition Cost - Building	\$0
<i>Subtotal: Acquisition</i>	\$0
Contractor Contract Amount	\$787,000
Payment & Performance Bond (if not in contract)	
Building Permits (if paid for by contractor)	Included in Fee
<i>Subtotal: Contractor Total Cost</i>	\$787,000
Project Contingency	\$50,000
<i>Subtotal: Developer's Construction Related Costs</i>	\$50,000
Architectural, engineering, and related professional services	\$50,000
<i>Subtotal: Developer's Soft Costs</i>	\$50,000
Acquisition Loan Interest	\$0
Acquisition Loan Fees	\$0
Construction Period Loan Interest/Fees	\$0
<i>Subtotal: Developer's Financing Costs</i>	\$0
Funding initial operating deficit reserve	\$24,000
Developer's Consultant	
Developer's Overhead Cost	
<i>Subtotal: Developer's Reserves and Overhead</i>	\$24,000
TOTAL DEVELOPMENT COST	\$911,000

City of Portland/Cumberland County Home Consortium
HOME-ARP Application: Supportive Services: Commonsplace

Narrative Addendum

2. Agency Capacity

b. How do Agency staff participate in these meetings/groups? Please describe the level of involvement.

Agency leadership, including the Executive Director and Associate Executive Director, attend the Statewide Homeless Council, Region 1 and 2 councils, and the Continuum of Care, and serve on the Executive Committee of Portland's Emergency Shelter Assessment Committee. Agency leadership also participates actively in ad hoc community initiatives and efforts such as the recent Encampment Crisis Response Team and the planning and advisory teams for the development of the Homeless Services Center.

Housing Supports team leaders attend weekly Coordinated Entry (Hub 2) case conferencing meetings, as well as other local and statewide meetings facilitated by MaineHousing and through the Coordinated Entry network.

c. Describe how proposed project will collaborate with the Continuum of Care.

Involved staff providing direct, supportive services for this proposed project will attend Hub 2 Coordinated Entry case conferencing meetings, and the project lead (the Occupancy Specialist) will work directly with the Hub 2 Coordinator to implement direct, eligible housing placements into the project's units through Coordinated Entry. Commonsplace's Community Support Center functions as Hub 2's largest Coordinated Entry Access Point, and this volume of engagement will be leveraged to further assure statewide coordination and the maximization of this project as a community resource.

d. How will Agency ensure services and activities are not duplicated by other programs or funding sources?

The agency already conducts a variety of housing support services that are distinct and for which we have developed effective administrative safeguards against accidental overlap or duplication. Currently, Commonsplace operates a Rapid Rehousing program, provides housing navigation through the Emergency Shelter and Housing Assistance Program, and offers HOME Services to eligible unhoused MaineCare recipients.

This proposed project will introduce housing support services that are specific to nine designated housing units, and project staff assigned to provide support to the residents of these units will not provide services to the project's units/residents that are duplicative of other services or funding sources. Safeguards against this duplication are incorporated into the administrative review functions of our Housing Supports director and Director of Program Quality positions.

3. Organization Capability and Experience

a. Describe Agency's experience, organizational capability, and infrastructure to deliver the supportive services, as described in this RFP.

Commonspace actively supports the designated population of focus for this RFP across all of its programming, including the five housing programs supported by the agency and our Housing Supports teams. Over many years, we have established a reputation for successfully providing supportive services to individuals in the community deemed to be most complex and challenging to serve, including those who have experienced chronic homelessness, complex substance use disorders, generational poverty, and significant legal system involvement.

Our success and our capacity to sustain and expand our housing support efforts are predicated on our program model of peer support and on our innovative and dynamic community partnerships. As we've added housing programs such as the public-private partnership that is Freedom Place and the opioid crisis-responsive Beacon House, we've continually strengthened administrative and operational support structures to provide for the increased level of need for supervision, assessment and reporting, facilities management, and general programmatic oversight. We now have established roles (e.g., Director of Housing Supports, Director of Program Quality, and Occupancy Specialist) working together with agency administrative teams to support the work of our direct services staff and to maintain continuous assessment and quality improvement.

b. Describe Agency's experience working with Government entities (City of Portland, Cumberland County, Continuum of Care, State of Maine, and Federal agencies). Be sure to include experience meeting financial and reporting requirements.

Commonspace has engaged in extensive, long-standing efforts in collaboration with Government entities, and has reliably fulfilled all accompanying financial and reporting requirements, as recognized and demonstrated through our annual financial audits and through repeat investment and partnerships with specific government entities. A very partial list of current and past contracted work with Government entities includes:

State of Maine (Dept of Health and Human Services, Office of Behavioral Health, Center for Disease Control):

- Portland Community Support Center program
- Syringe Service Program
- Bath Recovery Community Center program
- Lincoln County Recovery Community Center program

Federal (Substance Abuse and Mental Health Services Administration, Federal Emergency Management Administration):

- Peer Support Specialists Network program
- Congressionally Directed Spending award: Freedom Place at 66 State St.

- SSP-C funding for Emergency Food and Shelter program

City of Portland:

- Peer Outreach Worker program and Food Assistance for Displaced Portlanders program (Community Development Block Grant = federal origin, municipal administration)
- Emergency Food and Shelter hotel program (Motel 6)
- Brackett St. housing program for people emerging from encampments

Cumberland County:

- Pathways for ME Jail Reentry grant partner

c. Describe Agency's experience working with HOME-ARP Qualifying Populations and diverse individuals. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery. Include Agency's approach to engage clients and incorporate feedback into program planning and implementation.

Commonspace offers programs and employment for adults (18 and over) impacted by homelessness, substance use, poverty, trauma, hunger, and legal systems involvement. Our programming is built with and for people who are among the most marginalized and vulnerable within our communities. Our central engagement modalities are peer support and recovery programming, through which we offer resources such as ultra-low barrier supported housing, outreach, mobile harm reduction, re-entry support to previously incarcerated persons, and low barrier community centers.

Commonspace is a peer support-based agency, and all our programs are designed for and with the program participants we aim to support through the developed resource. Our staff are people with their own lived experience of substance use disorders, homelessness, and other challenges that are meaningfully relatable for the participants of our programs. We leverage the deep relationships we forge through these peer-to-peer engagements to gather ample input and feedback on our services and on needs and gaps within the community. We will rely on these connections to support the design, fulfillment, and evaluation of this project.

Our service culture is one that welcomes and integrates diversity, while challenging internal and external systems to confront systemic racism and the marginalization of various individuals and groups based on factors related to identity or socio-economic classification. The peer support model that is our philosophy and central service modality is one that recognizes the sanctity, integrity and worth of every person. Commonspace's staff and the people we serve both have greater racial, ethnic, cultural, identity, orientation and gender diversity than does the general population. As an agency, we work diligently to recognize and understand the different barriers

faced by those with whom we engage. We put the voices and leadership of the most marginalized individuals and groups within the community at the center of our work.

d. Describe Agency's experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, or any other evidence-based practices into service delivery that describes how it is qualified to provide the services. Please include Agency's implementation of these principles; for example, how you accept and exit participants, and reduce barriers to program entry.

Several evidence-based and best practice models form the foundation of our agency's work, and will inform our work within this project. These include, but are not limited to:

Housing First: Housing First is an evidence-based model for addressing homelessness, particularly for individuals experiencing chronic homelessness. All of Commonspace's housing programs, including the two programs (Freedom Place and Beacon House) spanned by this proposed project, are Housing First model programs. The core principle of Housing First is to provide individuals with permanent, stable housing without preconditions like sobriety or participation in treatment programs. The model focuses on meeting immediate housing needs first, and then offering additional services such as health care, mental health support, substance use treatment, and employment assistance.

Key features of Housing First include immediate access to housing, the absence of preconditions for tenancy, the provision of comprehensive support services, and a recovery-oriented approach to those services. Numerous studies have demonstrated that the Housing First model helps to reduce homelessness, sustain tenancy, improve the health and well-being of participants, and results in cost savings for communities.

Harm Reduction: Harm reduction is a mindset and approach that intersects all our work and programs. Engaging in syringe exchange as merely a transactional, public health intervention with the individuals we serve, with their preponderance of past and current trauma, untreated mental health symptoms, and basic needs deprivation, would be both an abdication of responsibility and a missed opportunity. Conducting exchange is, for us, much like distributing a cooked meal or providing a shelter bed—it is a service in and of itself, but also a critical opportunity to lean into a relationship, understand the totality of a person's circumstance, and to then work to support the person in taking steps in the direction of their own interpretation of recovery and wellness.

Intentional Peer Support: Intentional Peer Support (IPS) is a model of support that emphasizes mutual learning and connection between peers, rather than traditional caregiving or hierarchical relationships. It is rooted in the idea that people who share similar life experiences—especially those related to trauma, mental health, addiction, or social marginalization—can offer invaluable insights, encouragement, and support to one another. The core principles of IPS include building

trust, sharing stories, mutual respect, and recognizing the strengths and wisdom that each person brings to the relationship.

In the context of homeless populations and the provision of supports for newly housed individuals who have experienced chronic homelessness, IPS can be a particularly effective approach because it fosters empowerment, reduces isolation, and provides a sense of community. Many individuals experiencing homelessness have faced significant trauma and adversity, and having a peer who has lived through similar challenges can offer a unique level of empathy and understanding. Peer supporters can help others navigate services, advocate for their needs, and find resources—often in ways that are more relatable and approachable than traditional systems of care. Staff affiliated with this project will be Certified Intentional Peer Support Specialists.

Recovery Coaching: Recovery Coaching is a person-centered support service that helps individuals regain their independence and stability in the wake of challenges such as addiction, mental health issues, and homelessness. It is especially beneficial for homelessness prevention, as it provides a comprehensive, holistic approach to supporting individuals change habits and make decisions that support their success in housing. Staff affiliated with this program will be registered Recovery Coaches.

Motivational Interviewing: Our staff incorporates Motivational Interviewing into all of our programming, and MI supports our efforts to promote homelessness prevention and housing retention by addressing the emotional and psychological barriers that many individuals face following years of homelessness and community marginalization.

Motivational Interviewing (MI) is a client-centered, directive method of communication aimed at enhancing an individual's motivation to change by exploring and resolving ambivalence. It is a powerful tool in the context of homelessness prevention and housing supports, where individuals may face significant barriers to adjusting successfully to tenancy. MI can help clients explore their own reasons for seeking change, assess their goals, and build intrinsic motivation for achieving those goals, such as improved wellness, healthier relationships, securing employment, and other objectives that correlate to success in housing.

e. Identify individuals in your firm with multi-lingual skills, who are available to assist with communication in languages other than English. Please identify the language(s).

While we have individuals on staff who speak multiple languages, including French, Spanish, Portuguese, and Lingala, we do not utilize agency staff as translators/interpreters due to the inherent risks for program participants and staff within this practice. Instead, we contract with House of Languages, whose interpreters provide us with in-person, remote video, and phone interpretation services.

*f. Provide a detailed **list of references**, including a contact name and business telephone number for organizations or businesses for whom you have performed similar work.*

See Attachment.

*g. Provide current **Board of Directors roster and Agency's organizational chart.***

See Attachment.

h. Describe Agency's information security systems and the steps that your firm takes to safeguard client communication, confidential information, and client data. Include whether Agency performs penetration testing, encryption methods, and whether client data is stored onshore or offshore.

Commonspace employs a robust multi-layered approach to information security, focusing on both technology and best practices to safeguard client communication and confidential data. These systems include:

- **Firewalls and Intrusion Detection Systems (IDS):** These technologies monitor traffic in and out of the network and detect potential threats.
- **Access Control:** Only authorized personnel have access to sensitive information, and role-based access ensures users only have access to the data they need.

We take the following steps to safeguard client communication and confidential data:

- **Secure Email & Messaging:** For client communications, we use encrypted email services and secure messaging platforms that support end-to-end encryption. This ensures that sensitive details cannot be intercepted while in transit.
- **Data Minimization:** We only collect and store client data that is necessary for business operations, which reduces the risk of exposure.
- **Employee Training:** Regular security awareness training is provided to ensure employees are equipped to identify and handle sensitive information securely and prevent phishing, social engineering, and other common attacks.
- **Multi-Factor Authentication (MFA):** Access to all systems housing client data requires MFA, which adds an extra layer of security to prevent unauthorized access.

We perform regular penetration testing to evaluate and identify any potential vulnerabilities within our systems. These tests simulate real-world attacks on our infrastructure, helping us identify weaknesses before they can be exploited by malicious actors. Penetration testing is typically done on a quarterly basis or after significant infrastructure changes.

To maintain compliance with regulatory standards client data is stored onshore in secure data centers located within regions that align with the laws and regulations applicable to the data. We adhere strictly to the data residency and sovereignty requirements of our clients' jurisdictions.

4. Description of Services

a. Describe Agency's plan to provide the services as described in the RFP. Include the estimated number of households, unduplicated individuals, unduplicated adults, and unduplicated children to be served over 12 months and anticipated outcomes. Make note of any challenges that may

arise and how the agency plans to mitigate such issues that demonstrate it is qualified to provide the services.

The Torchlight Project has been piloted for the past six months, without funding, and without the needed level of supportive services to maximize tenant services and positive outcomes.

Torchlight is a project that spans two properties where Commonsplace provides peer support, Recovery Coaching, and other residential services. These are: Freedom Place at 66 State St.(Portland), a 38-unit permanent, supported housing program for women, and Beacon Place (Westbrook), a smaller, 5 unit program. Both programs support women with experience of chronic homelessness and complex substance use disorders. Freedom Place is a partnership with Developers Collaborative, which owns and manages the building, and Beacon House is a partnership with Community Housing of Maine.

The project utilizes four units at Freedom Place (all SRO's), and the five units at Beacon House (four SRO's and one 1BR apt.) to create a flexible, population-supportive housing continuum, with an aim of supporting women through their first experience of housing and their early challenges related to substance use and old patterns and behavior that jeopardize their housing status. Within this project, Beacon House is our lower-barrier setting. Women coming into housing directly from the street (most commonly from unsheltered homelessness) are provided an apartment at Beacon House with a flexible lease, which allows them to exit to Freedom Place or to any other stable housing option when they have stabilized to the point of readiness for an environment of relatively higher behavioral accountability. Women housed at Freedom Place in the four Torchlight project units, in turn, have an option of relocating to a leased unit at Beacon House if they experience significant relapse or any return to behaviors that place them at risk of eviction. **In this way, we are able to provide a housing option that supports this community's most vulnerable women through the ups and downs of recovery, while supporting both housing programs as safe, impactful supported housing spaces for all residents.**

Freedom Place and Beacon House were both developed without sufficient funding for the level of supportive services needed to effectively support the highly complex, challenging population served. Within these programs serving this highly vulnerable population, the women enrolled as tenants in Torchlight stand out as exceptionally challenging and notably at risk of homelessness. While both programs are relatively new to the community, they have developed reputations as resources that are effectively able to prevent homelessness for a population that regularly cycles through homelessness, incarceration, and emergency departments when housed. But the work of the programs is unsustainable without adequate funding. This request fulfills the Supportive Services component for these nine units that would ideally have been embedded at the time of each program's development.

b. Describe Agency's proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services.

The two half-time assigned project staff will be dually certified as Intentional Peer Support Specialists and Recovery Coaches, will receive team support from Commonsplace's Housing

Programs team and Housing Supports team, will receive supervision from the Housing Supports Director, and administrative support from the Occupancy Specialist. **Job description** is attached.

c. Describe how Agency will set forth a certification, selection, and waiting list process as described in the RFP. Please include experience developing and implementing a certification, selection, and waiting list process.

We have significant experience with implementing and managing waitlists at our housing programs, and will develop a specific waitlist and selection process for this Torchlight project, based upon criteria (including an established vulnerability index) and utilizing the processes of Coordinated Entry to support the selection process.

5. Budget and Financial Management

b. Submit a comprehensive budget narrative. Be sure to include how Agency plans for the use of miscellaneous and indirect funds.

As noted below in the detailed breakdown, these funds will support the Torchlight Housing project with Supportive Services through:

- One full-time equivalent staff (comprised of two half-time, Certified Intentional Peer Support Specialists/Recovery Coaches.
- Rental support for tenants, providing one month of rent per unit per year for the nine units within the project.
- One cell phone for the use of the lead Tenant Support Specialist.
- Program Supplies, which include resources related to housing stabilization such as cleaning supplies or fees, purchase of receptacles or other tools for maintaining safe and clean environments.
- Posting job advertisements and conducting background screenings for New Hires dedicated to the project.
- Utilizing indirect funds to support administrative efforts backing the project (includes supervision, completion of reports, monitoring funding) and proportional support of the agency's annual audit.

d. Provide an itemized breakdown of billing rates and hourly costs, list of key personnel and their hourly rates, reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.

Salaries and Benefits: $260,202 = \$50k$ starting salary per year or $\$24.04/hr$ for 2080 hours with a 2% COL pay increase each year x 5 years + 20% Benefit Rate = $\$52,041 = \$312,243$ (2 .5 FTE's assigned)

Financial Assistance: \$1118 per SRO unit (8 units) per year x 5 year, = 44,720 and \$2011 for one 1BR unit per year, x 5 yrs = 10,055 = \$54,775

Telecommunications: 1 cell phone \$30/mo for 60 months or 5 years = \$1800

Program Supplies: \$150 month for 60 months or 5 years = \$9000

Miscellaneous: Job Advertisements and Background checks for New Hires

Indirect Coasts: 15% De Minimis Indirect Rate Used for Liability Insurance, Admin Staff salaries to complete reports and monitor funding, and costs associated with annual audit.

3. Organizational Capability and Experience

a. Describe Agency’s experience, organizational capability, and infrastructure to deliver the supportive services, as described in this RFP.

Milestone Recovery delivers the full spectrum of HOME-ARP-eligible supportive services through an integrated, data-driven continuum of care that follows a person from the first street-level encounter to long-term housing stability. Our HOME Team makes nearly 14,000 outreach contacts a year, providing harm-reduction supplies, crisis de-escalation, and more than 1,600 medical or treatment transports—often the very first touchpoint for unsheltered (QP-1) clients, survivors fleeing violence (QP-3), and veterans (QP-5). The HOPE Program extends to reach encampments, completing Coordinated-Entry assessments, securing documentation, and moving high-barrier campers—40 in FY 2024—into permanent units; 52 lease-ups were achieved last year alone. For clients who need immediate shelter, our 36-bed emergency facility stabilized 689 people (average stay 18 days), while our medical detox admitted 720 individuals, initiating MAT and clearing a major health barrier for those at greatest risk of housing instability (QP-4). Once people are ready to exit crisis settings, a statewide Housing Navigator recruits landlords, negotiates leases, and provides tenancy coaching—ninety-six lease-ups last year with 90 percent still housed at 12 months—coordinating closely with HUD-VASH and SSVF teams for veteran households. Residential treatment and after-care services (16 beds) then offer relapse-prevention groups, peer support, and job readiness to sustain recovery. A single HMIS record follows each client across programs; weekly cross-disciplinary case conferences and field-based tablets ensure real-time data sharing and eliminate duplication. All direct-service staff are trained in Housing First, Motivational Interviewing, trauma-informed care, and cultural humility; medical services meet ASAM 3.7 standards, and clinical teams use Seeking Safety for co-occurring PTSD/SUD. As a result, 85 percent of housed households retain housing at one year, fatal overdoses among our outreach clients fell 28 percent last year, and veteran homelessness referrals dropped 17 percent after we helped launch the CoC’s rapid-response protocol—demonstrating Milestone’s proven capacity to deliver every supportive-service cost category envisioned by HOME-ARP, confidently, compliantly, and at scale.

b. Describe Agency’s experience working with Government entities (City of Portland, Cumberland County, Continuum of Care, State of Maine, and Federal agencies). Be sure to include experience meeting financial and reporting requirements.

Active contracts: MaineHousing (ESHAP & ARPA), City of Portland CDBG, SAMHSA, DHHS Medicaid. All audits since 2019 unqualified; federal drawdowns completed within 48 hours.

c. Describe Agency’s experience working with HOME-ARP Qualifying Populations and diverse individuals. Include the types of training that staff has received around racial

equity, cultural humility, and strengths-based service delivery. Include Agency’s approach to engage clients and incorporate feedback into program planning and implementation.

Milestone’s outreach, encampment, shelter, detox, and housing-navigation programs already serve every HOME-ARP group: unsheltered and chronically homeless adults (QP-1), people at imminent risk of homelessness (QP-2), survivors referred by Through These Doors (QP-3), clients leaving detox or jail with no stable housing (QP-4), and veterans flagged in HMIS (QP-5). All direct-service staff complete Motivational Interviewing on hire and annual refreshers; required modules in trauma-informed, strengths-based care, racial-equity/implicit-bias, harm-reduction, and naloxone use are tracked in the HR system. Spanish and French are spoken in-house or can be accessed through Language Partners and interpretation for Somali, Arabic, and other languages is available through Language Line;

d. Describe Agency’s experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, or any other evidence-based practices into service delivery that describes how it is qualified to provide the services. Please include Agency’s implementation of these principles; for example, how you accept and exit participants, and reduce barriers to program entry.

Milestone embeds evidence-based practices at every step of the client pathway. Housing First principles guide eligibility: no income, sobriety, or ID is required to engage with outreach, shelter, or housing-navigation services, and placements are made as soon as a safe unit is available. Harm Reduction is operationalized through on-street naloxone distribution, safer-use supplies, and immediate transport to medical detox without penalty for relapse. Detox clinicians and residential counselors deliver Seeking Safety groups to address co-occurring PTSD/SUD, while all direct-service staff use Motivational Interviewing techniques—refreshed annually—to set client-defined goals. The agency’s Trauma-Informed Care framework shapes physical space (private intake rooms, low-stim shelter dorm) and policy (no forced exits for substance use; safety-planning with DV survivors). Peer Support specialists—many with lived experience of homelessness—co-lead street outreach shifts and facilitate after-care groups, modeling recovery and reinforcing client autonomy. Discharges are voluntary; staff complete a “warm-hand-off” checklist that secures medication, ID documents, and a follow-up contact plan, minimizing barriers to re-entry should the client need services again. This integrated approach—low-threshold entry, client-centered engagement, and evidence-based interventions—demonstrates Milestone’s capacity to deliver high-quality, HOME-ARP-compliant supportive services.

e. Identify individuals in your firm with multi-lingual skills, who are available to assist with communication in languages other than English. Please identify the language(s).

On-staff Spanish & French; Somali, Arabic, Portuguese, and ASL interpretation via Language Partners (formerly Catholic Charities) – alternatively, general assistance has interpreters for Spanish. When in a pinch, we use app-based translators.

f. Provide a detailed list of references, including a contact name and business telephone number for organizations or businesses for whom you have performed similar work.

Cary Tyson – Executive Director - Portland Downtown – 207-772-6828

John Crane - General Manager - Portland Food Coop – 207-805-1599

Ben Strick – Spurwink Ashlea’s Place – 207-871- 1200

g. Provide current Board of Directors roster and Agency’s organizational chart.

h. Describe Agency’s information security systems and the steps that your firm takes to safeguard client communication, confidential information, and client data. Include whether Agency performs penetration testing, encryption methods, and whether client data is stored onshore or offshore.

Milestone Recovery places the highest priority on safeguarding client communication, confidential information, and sensitive data. We leverage Microsoft 365 as our core platform for storing and managing client information, which provides enterprise-grade security features, robust compliance capabilities, and secure collaboration tools.

Microsoft 365 Security Infrastructure: Microsoft 365 provides built-in, multi-layered security features including data loss prevention (DLP), multi-factor authentication (MFA), conditional access policies, and advanced threat protection. These tools help us secure data against unauthorized access, phishing attacks, and malware.

Encryption: All data stored in Microsoft 365 is encrypted at rest and in transit using industry-standard protocols such as AES-256 and TLS. This ensures that sensitive information remains secure during both storage and transmission.

Access Control: We enforce strict access control policies to ensure that only authorized personnel can access client data. Role-based permissions and audit logs are used to monitor and manage access.

Penetration Testing and Security Assessments: While our organization does not conduct internal penetration testing, we rely on Microsoft’s extensive and continuous third-party penetration testing and security audits of their cloud infrastructure. Additionally, we conduct regular internal security reviews and risk assessments to identify and address potential vulnerabilities.

Client Communication: All client communications are conducted through secure channels, including encrypted email via Microsoft Outlook and secure file sharing using SharePoint and OneDrive for Business. Where required, we implement Microsoft’s sensitivity labels and encryption to further restrict data access.

4. Description of Services

Program Delivery

Check all that apply

X Direct Services

X Subcontracted Services (List all potential subcontractor names and services provided. If applying as a Lead Agency, please identify all partner agencies).

Program Structure

Check all that apply

Please submit any relevant materials as a reference for this RFP, demonstrating ability to draft program procedures.

- Program Rules and Regulations** (including program manuals, code of conduct, client feedback, reasonable accommodation, grievance procedure, etc.)
- Language Services**
- Conflict of Interest Policies**
- Drug-Free Workplace Policies**
- Reporting Requirements** (Including experience with the Homeless Management Information System (HMIS), Coordinated Entry (CE), and partner agencies (City of Portland, Cumberland County, State, and Federal).
- Other:**
 - a. Describe Agency’s plan to provide the services as described in the RFP. Include the estimated number of households, unduplicated individuals, unduplicated adults, and unduplicated children to be served over 12 months and anticipated outcomes. Make note of any challenges that may arise and how the agency plans to mitigate such issues that demonstrates it is qualified to provide the services.**

Milestone Recovery will provide coordinated, trauma-informed services through its HOPE Program, HOME Team, and Housing Navigator Program to address the urgent needs of Portland’s unsheltered population. Over the course of 12 months, we anticipate

serving approximately 500 unduplicated individuals. Because Milestone exclusively serves adults, all of these will be unduplicated adults; no children will be served. Services will focus on individuals living in encampments or experiencing chronic homelessness with co-occurring substance use and mental health challenges.

The HOPE Program engages people living in encampments and supports them through housing navigation, tenancy support, and case management until they are safely and stably housed. The HOME Team provides six-day-per-week street outreach, including transportation, harm reduction supplies, crisis intervention, and referrals to detox, shelter, and treatment. The Housing Navigator Program offers individualized support to help people exit homelessness and maintain housing, including landlord engagement, housing search, and ongoing stabilization. Together, these programs aim to house at least 150 people, reduce emergency room visits and law enforcement interactions, and improve long-term housing retention for vulnerable Mainers.

Challenges may include limited affordable housing stock, difficulty engaging individuals with untreated mental illness or active substance use, and workforce recruitment in a competitive labor market. Milestone will mitigate these challenges by expanding partnerships with housing providers and landlords, using peer recovery specialists to build trust with clients, and maintaining a strong internal culture to support staff retention. Our 57-year history, established relationships with healthcare and housing systems, and track record of successful outcomes—including a 95% housing retention rate in our most recent Navigator placements—demonstrate our capacity and readiness to deliver these critical services under the ARPA grant.

b. Describe Agency’s proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services.

Milestone Recovery’s staffing for this project includes four full-time HOME Team outreach workers trained in harm reduction, trauma-informed care, and crisis intervention. They conduct daily street outreach, provide transportation, distribute supplies, and build trust with unsheltered individuals. Each has experience in behavioral health, social work, or related fields.

The HOPE Program will include one full-time staff member focused on housing navigation and case management for people living in encampments. Milestone’s Housing Navigator will support individuals transitioning into permanent housing through application assistance, landlord engagement, and follow-up care, requiring experience with housing systems and co-occurring disorders.

The team will be supervised by Joe McNally, Director of Homeless Services, who oversees frontline operations and ensures coordination and quality across outreach and housing programs. Organizational oversight is provided by Co-Executive Directors Jayme Villanueva and Jeff

Grossman, both longtime leaders within Milestone who bring deep experience in clinical care, housing services, and organizational management. Data Manager Corey Westleigh supports the team by tracking performance metrics, managing HMIS compliance, and producing funder reports. This team structure ensures the clinical, operational, and administrative capacity needed to deliver the proposed services effectively and in full compliance with HOME-ARP expectations.

- c. Describe how Agency will set forth a certification, selection, and waiting list process as described in the RFP. *Please include experience developing and implementing a certification, selection, and waiting list process.***

Milestone follows a Housing First approach and participates fully in Coordinated Entry, prioritizing clients based on vulnerability and need rather than maintaining a traditional waiting list. Services are offered immediately when clients are ready, to the extent resources allow.

Supportive Services Operating Budget

Salaries and Benefits	\$ 151,720.00
Financial Assistance (rental application fees, security deposits, rental / utility payments, moving costs)	
Meals / Food	\$ 1,500.00
Child Care	\$ -
Transportation	\$ 14,000.00
Telecommunications	\$ 3,800.00
Program Supplies	\$ 1,650.00
Marketing	\$ -
Indirect Costs	\$ 24,330.00
<hr/>	
Total	\$ 197,000.00

d. How will Agency ensure services and activities are not duplicated by other programs or funding sources?

Preble Street appreciates that the CCHC HOME-ARP funds are designed to supplement other funding for supportive services. Braiding funding from multiple sources is necessary for most of Preble Street’s programs. Because of this, Preble Street direct service and administrative staff have decades of experience in allocating staff time and services to the appropriate funding source. Preble Street’s internal system of accounting controls prevents Preble Street from charging expenditures, including staff time and direct client expenses, to multiple awards. In addition, Preble Street program and accounting staff will review the allocations of expenses, including staff time monthly to ensure there is no duplication among sources. Finally, Preble Street also works with tenants to identify any other services they may be receiving from other providers to ensure that supportive services are not being provided by any other programs.

3. Organizational Capability and Experience

a. Describe Agency’s experience, organizational capability, and infrastructure to deliver the supportive services, as described in this RFP.

Preble Street is Maine’s largest nonprofit provider of homeless services for youth and adults and is a leader in statewide planning for both populations. Since its founding in 1975, Preble Street opened an emergency shelter and service center for teens; grew food programs from its first soup kitchens into a Food Security Hub that today provides approximately one million meals a year; established Maine’s original Housing First rental apartment developments that provide permanent, supportive housing; launched a Veterans Housing Services program to end Veteran homelessness in Maine; created an Anti-Trafficking Services program to meet the needs of survivors; and expanded its Rapid Re-Housing, Health Services, Street Outreach, and emergency shelter programs.

With the CCHC HOME-ARP funding, Preble Street is proposing to offer eligible supportive services at two Site-based Housing First communities in Portland (Logan Place and Huston Commons) and throughout Cumberland County through our Rapid Re-Housing Program. At present, Preble Street is Maine’s only agency that operates Site-based Housing First programs; we have been providing Site-based Housing First supportive services since 2005 when Logan Place became Maine’s first Site-based Housing First community. Today, across our three Housing First communities, we provide housing with 24/7 on-site supportive services to 85 individuals who were formerly chronically homeless. Preble Street began offering Rapid Re-Housing programming more than a decade ago and formally established its Rapid Re-Housing program in 2020. In the past five years, the Rapid Re-Housing Program has housed more than 200 individuals and provided services to nearly 300 people. In 2024, the Rapid Re-Housing Program expanded to provide services to residents in the Lewiston-Auburn community. Additionally, Preble Street’s Rapid Re-Housing team has been offering diversion services since 2021 and has been a Housing Problem Solving (HPS) grant recipient since 2022. Every staff person on the RRH team has been trained on the HPS intervention.

Preble Street’s experience providing supportive services to Housing First tenants and Rapid Re-Housing clients grew from the organization’s 50-year history of responding to urgent social problems through emergency services, long-term solutions, and advocacy that seeks to end homelessness and hunger in Maine. Because of its decades of experience providing such services, Preble Street has all needed infrastructure in place, including staffing patterns, policies and procedures, administrative systems, and a workforce with experience and expertise in Trauma-informed Care, Harm Reduction strategies, and housing stability work. In addition, Preble Street’s

relationships with other community organizations allow for efficient referrals and care coordination, resource sharing, and collaborative advocacy work to address systemic barriers to housing stability. And, under one organizational umbrella, Preble Street offers a wide range of services beyond housing that include food, healthcare, support services, street outreach, and emergency shelters. In doing so, Preble Street minimizes the logistical and emotional barriers current and potential clients face in accessing crucial support and reduces the stress and time associated with navigating multiple agencies and systems. Preble Street's approach improves outcomes for clients by enhancing their quality of life, addressing the root causes of their homelessness, and reducing barriers to the care that they need to achieve housing stability and wellness.

b. Describe Agency's experience working with Government entities (City of Portland, Cumberland County, Continuum of Care, State of Maine, and Federal agencies). Be sure to include experience meeting financial and reporting requirements.

The majority of Preble Street's programs and services are funded by government entities. Preble Street currently manages about 50 different awards from municipal, county, state, and federal government agencies, including City of Portland, City of Auburn, Cumberland County, Maine Department of Health and Human Services, Maine Department of Corrections, Maine State Housing Authority, U.S. Department of Housing and Urban Development, U.S. Department of Veterans Affairs, U.S. Department of Justice, U.S. Department of Health and Human Services, among others. These public awards fund a wide spectrum of services and programs, including site-based supportive services at all three of Preble Street's existing Housing First rental apartment communities and Rapid Re-Housing services in Portland, Lewiston, and Auburn. Preble Street's Rapid Re-Housing program currently has two grants from the City of Auburn using HOME-ARP funds.

To manage these public awards, Preble Street has a Public Grants Team that provides administrative support to ensure the organization is in compliance with all financial and programmatic reporting requirements and allows direct service staff to focus on delivering services. Preble Street assigns a grants specialist to each public revenue source to track expenditures and produce monthly budget variance reports as well as all financial reports required by the funder. As part of Preble Street's internal system of financial controls and best practices for managing grant awards, program directors and the Public Grants Team review each budget variance report independently. After that independent review, the program management team for the funding source and the Public Grants Team meet to review the spend down of each award against the projected budget and complete a line-item review of all expenditures, including payroll, to ensure each expenditure is properly allocated, allowable under the terms of the award, and reasonable. These monthly reviews then allow Preble Street to produce required financial reports and invoices as needed for each funding source. Program staff take the lead for all programmatic reports and work with the Public Grants Team to prepare and submit reports according to deadlines. The Public Grants Team maintains a calendar of all financial and programmatic reporting deadlines and reviews the calendar on a weekly basis to adjust priorities as needed to ensure that the agency will meet all reporting deadlines.

c. Describe Agency’s experience working with HOME-ARP Qualifying Populations and diverse individuals. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery. Include Agency’s approach to engage clients and incorporate feedback into program planning and implementation.

Preble Street has provided supportive services to individuals experiencing homelessness or who are at risk for homelessness for 50 years. Since our founding in 1975, we have worked closely with people experiencing problems with homelessness, housing, hunger, and poverty to provide accessible, barrier-free services and to advocate for solutions to those problems. Preble Street currently serves over 10,500 people statewide each year, reaching families, youth, adults, elders, Veterans, victims of human trafficking, and others. Our programs serve all ages, genders, races, ethnic backgrounds, and our clients often experience barriers, including mental illness, Substance Use Disorder, chronic illness, lack of job skills, language deficits, and learning disabilities.

Preble Street is proposing to work with all HOME-ARP qualifying populations through services provided at two of Preble Street’s Site-based Housing First locations and through our Rapid Re-Housing Program. Preble Street has two decades of experience providing case management and housing support services to chronically homeless individuals (i.e., HOME-ARP Qualifying Population 1) living at our Site-based Housing First locations to achieve long-term housing stability. Preble Street began Rapid Re-Housing programming more than a decade ago and established a full Rapid Re-Housing Program in 2020. Through its Rapid Re-Housing services, Preble Street uses evidence-based interventions, casework, and financial assistance to support individuals across all HOME-ARP Qualifying Populations in quickly stabilizing housing, returning to housing, and reducing the chances of becoming homeless again in the near future.

All Preble Street services are grounded in strengths-based, person-centered care planning and built by establishing trusting relationships with clients. To support its approach to services, direct service staff participate in trainings such as Unconditional Positive Regard, Trauma-Informed Care, Harm Reduction, and Motivational Interviewing, among others.

Preble Street’s approach to client engagement in Site-based Housing First sites, focuses on building relationships with all tenants, including those who choose not to complete a formal service plan. Housing First support services are entirely voluntary to the tenant, and continued tenancy is not dependent on the utilization of offered services. Rapid Re-Housing staff practice progressive engagement to build trusting relationships with clients and center client choice in the housing navigation process. Clients are offered services tailored to their individualized needs and self-identified goals.

Preble Street engages with tenants to gather feedback through regular community meetings held at each Housing First location, placement of suggestion boxes, use of client feedback surveys at program exit, and use of its formal grievance policy and procedure. In addition, in our Housing First apartment communities, Preble Street reviews program outcomes at least annually to note trends and identify areas of improvement, and a member of the program management staff meets weekly with the property manager to ensure that concerns related to building operations or safety are addressed in a timely way. Information gathered from these methods is then discussed and evaluated and may be incorporated into program planning and implementation as appropriate.

- d. **Describe Agency’s experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, or any other evidence-based practices into service delivery that describes how it is qualified to provide the services. Please include Agency’s implementation of these principles; for example, how you accept and exit participants, and reduce barriers to program entry.**

Preble Street has been providing low-barrier, person-centered social work services to clients experiencing or at risk for homelessness for 50 years. Following are examples of how best practices are integrated into service delivery:

- **Housing First:** For both Site-based Housing First and Rapid Re-Housing programs, Housing First directly informs client enrollment and exit as clients are not required to abstain from substances or commit to any kind of treatment prior to accessing or retaining services, thus reducing barriers to participation.
- **Trauma-Informed Care:** All staff are trained in Trauma-informed Care and provide services that build trust and a sense of safety and avoid re-traumatization. For example, at Florence House, Preble Street’s Housing First program that serves women, services consider the needs of women who have experienced homelessness as they are highly vulnerable to violence, sexual assault, and human trafficking.
- **Motivational Interviewing:** Staff use Motivational Interviewing in client interactions in order to help them in achieving their goals. Staff do not dictate what a client’s goal(s) should be; rather, staff help clients identify their goals and work collaboratively to achieve those goals.
- **Harm Reduction:** Harm Reduction is a core principle of all Preble Street services that recognizes that clients face myriad challenges, unsafe behaviors are often coping mechanisms, and each individual has different goals related to their health and wellness. Examples of Harm Reduction in action in Preble Street programs include:
 - Naloxone is available at all site-based programs and staff are trained in its use.
 - Preble Street Housing First programs partner with local programs to ensure tenant access to harm reduction supplies and resources, including the City of Portland Public Health Harm Reduction Services program.
 - Staff utilize person-centered, non-judgmental listening to build trust with clients, allowing for honest, direct conversations around substance use and other coping skills and identification of realistic action steps to increase safety.
 - At Site-based Housing First communities, staff offer groups on a variety of topics that reflect the needs and interests of the tenants, including gardening, art, star gazing, community movie or sports-watching. These activities give tenants alternatives to using substances, build community, and mitigate isolation.
 - Staff host community meals multiple times per week and at different times of day, mitigating the risks of food insecurity and reducing isolation among tenants.
 - Staff promote available peer resources, such as Preble Street Peer Support Specialists or local peer recovery centers or programs.

In addition, to reduce barriers to program entry, Preble Street’s Street Outreach and shelter staff work with clients where they are to ensure they have a Coordinated Entry Assessment, support the clients in gathering documentation needed, accompany clients to pre-housing appointments and lease up, and advocate to avoid denial of entry or eviction based on anything that does not reflect imminent safety risk.

4. Description of Services

<p>Program Delivery <i>Check all that apply</i></p>	<p><input checked="" type="checkbox"/> Direct Services</p> <p><input type="checkbox"/> Subcontracted Services (List all potential subcontractor names and services provided. If applying as a Lead Agency, please identify all partner agencies).</p> <p><i>Preble Street does not anticipate subcontracting for any services. A list of partners that Preble Street frequently collaborates with are listed on Page 1 under response 1.b. Other Partners.</i></p>
<p>Program Structure <i>Check all that apply</i></p> <p>Please submit any relevant materials as a reference for this RFP, demonstrating ability to draft program procedures.</p> <p><i>Attachments to this proposal include the following policies and procedures to demonstrate Preble Street's existing capacity and ability to draft program procedures:</i></p> <ul style="list-style-type: none"> • <i>Confidentiality Policy</i> • <i>Language Access Policy</i> • <i>Client Grievance Procedure</i> • <i>Housing First Policy</i> • <i>Huston Commons Manual</i> 	<p><input checked="" type="checkbox"/> Program Rules and Regulations (including program manuals, code of conduct, client feedback, reasonable accommodation, grievance procedure, etc.)</p> <p><input checked="" type="checkbox"/> Language Services</p> <p><input checked="" type="checkbox"/> Conflict of Interest Policies*</p> <p><input checked="" type="checkbox"/> Drug-Free Workplace Policies*</p> <p><input checked="" type="checkbox"/> Reporting Requirements (Including experience with the Homeless Management Information System (HMIS), Coordinated Entry (CE), and partner agencies (City of Portland, Cumberland County, CoC, State, and Federal)).</p> <p><input checked="" type="checkbox"/> Other: <i>Preble Street has many other policies and procedures, including Confidentiality Policy, Active Weapon Policy and Protocol, Safety Guidelines, Hate Speech Policy, Accounting Policies and Procedures, among others.</i></p> <p><i>*These policies are embedded within the Preble Street Employee Handbook.</i></p>

- a. **Describe Agency’s plan to provide the services as described in the RFP. Include the estimated number of households, unduplicated individuals, unduplicated adults, and unduplicated children to be served over 12 months and anticipated outcomes. Make note of any challenges that may arise and how the agency plans to mitigate such issues that demonstrates it is qualified to provide the services.**

Preble Street is proposing to provide supportive services through two types of existing programming – Site-based Housing First and Rapid Re-Housing – with expected service and outcomes as follows.

- Through caseworkers at our Logan Place and Huston Commons Housing First communities both located in Portland, we estimate serving 14 unduplicated tenants/households annually—all chronically homeless adults. The primary outcome is sustaining stable tenancy in permanent housing for 80 percent of clients served.
- Through our Rapid Re-Housing Program, we estimate serving 20 unduplicated households per year throughout Cumberland County. Anticipated outcomes for clients include: obtaining and/or retaining permanent housing within 90 days; increased or maintained household income for 80 percent of clients; and prevention of return to homelessness for 80 percent of clients. Additionally, the program aims to divert a minimum of 50 percent of households engaged in Housing Problem Solving services.

For both programs, clients may also achieve other positive outcomes, including connections to community resources including medical care, mental health treatment, and substance use treatment, medical insurance such as Medicaid, benefits such as SSI or SSDI and SNAP.

Following are key elements of how services will be provided.

- **On-site Services (Site-based Housing First only):** Case management and housing support services will be available on-site to tenants who consent to receiving such services.
- **Services Built on Relationships:** Preble Street staff will engage clients through non-judgmental relationship-building to develop a trusting, supportive, and collaborative relationship.
- **Collaborative Assessment and Planning:** Preble staff will make an individualized assessment that is based on the client’s self-identified strengths and needs and then will work collaboratively with the tenant to identify and enact solutions that promote independent living skills, housing stability, and wellness, among others.
- **Referrals to other Services:** Preble Street will use existing strategic partnerships to ensure comprehensive wraparound services are offered to clients. Examples of common services Preble Street commonly refers to are: outpatient medical support; primary care; mental/behavioral health; addiction treatment; and legal services.

Through its long history as a homeless services provider, Preble Street understands challenges clients may encounter. Some examples include:

- Challenges related to tenant guests could result in staff support for the tenant in setting boundaries with certain guests who present for entry;
- Challenges related to apartment cleanliness could be addressed by staff ensuring that the tenant has access to cleaning supplies, checking in regularly, helping with cleaning, supporting the tenant to coordinate inspections by the property manager, or getting an assessment for Personal Support Services; and
- Challenges related to mental health could be addressed through facilitation of connection to

a mental health provider, or local peer support services, or online resources related to mental health recovery.

b. Describe Agency's proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services.

Site-based Housing First Staffing: Preble Street's staffing model ensures that Housing First residents have access to services on site, 24/7/365. Preble Street is proposing to use CCHC HOME-ARP funds for caseworker services at the communities of Logan Place and Huston Commons. Preble Street will provide program oversight in-kind. Following are descriptions of key positions.

- **Caseworker** (2 positions at 0.5 FTE each). *Qualifications:* Bachelor's degree in social work or related field; familiarity with community services. *Job Description:* Assists tenants with housing goals and housing stability, engages with tenants, provides program coverage and maintains safety in program spaces, provides crisis intervention and support.
- **Supervisor** (2 positions at 0.1 FTE each). *Qualifications:* Master's or bachelor's degree in social work or related field; three to five years relevant experience. *Job Description:* Ensures the provision of high-quality services through the supervision of the direct service team, functional management of the program, and leadership of activities.
- **Program Director** (2 positions at 0.05 FTE, in-kind). *Qualifications:* Master's or bachelor's degree in social work, public administration, business administration or related field of study; and a minimum of 3 years working with homeless populations. *Job Description:* Performance and oversight of administrative functions, client services programming, and staff.
- **Program Administrator** (1 position at .05 FTE) *Qualifications:* Bachelor's degree in social work, public administration, business administration or related field or at least 3 years related experience. *Job Description:* Duties are related to the administrative functions of the program, including data collection reporting, and compliance; program scheduling and staffing; and client programming support.

Rapid Re-Housing Staffing: Preble Street is proposing to fund a part-time Rapid Re-Housing caseworker using HOME-ARP funds. Preble Street will provide program oversight in-kind. Following are descriptions of key positions.

- **Caseworker** (0.5 FTE): *Qualifications:* Education in social work or related field and relevant experience. *Job Description:* Provide housing-focused case management, including outreach and providing basic needs, housing navigation, connection to education and employments resources, and housing stability support.
- **Supervisor** (0.1 FTE). *Qualifications:* Master's or bachelor's degree in social work or related field; 3-5 years relevant experience. *Job Description:* Ensures the provision of high-quality services through the supervision of the direct service team, functional management of the program, and leadership of activities.
- **Program Director** (0.05 FTE, in-kind). *Qualifications:* Master's or bachelor's degree in social work, public administration, business administration or related field of study; and a minimum of 3 years working with homeless populations. *Job Description:* Performance and oversight of administrative functions, client services programming, and staff.
- **Program Administrator** (0.05 FTE) *Qualifications:* Bachelor's degree in social work, public administration, business administration or related field or at least 3 years related

experience. *Job Description:* Duties are related to the administrative functions of the program, including data collection reporting, and compliance; program scheduling and staffing; and client programming support.

All Preble Street direct service staff receive weekly supervision to ensure quality service delivery. Preble Street also considers equivalent or lived experience as part of what makes someone qualified for a position.

c. Describe how Agency will set forth a certification, selection, and waiting list process as described in the RFP. Please include experience developing and implementing a certification, selection, and waiting list process.

Preble Street has over 15 years of experience maintaining and managing a wait list for our Site-based Housing First programs. Since the CoC deployed the Coordinated Entry System (CES) about 2 years ago, Preble Street transitioned to utilizing CES, including Case Conferencing, for tenant identification, prioritization, and selection for our Housing First programs. This system includes specific assessment and wait list procedures and ensures that tenants coming into the Housing First program are those whose housing needs match the intensive level of housing support services available. Once identified for a unit, Preble Street works closely with Avesta Housing (as the Property Manager) and Portland Housing Authority and/or Maine State Housing Authority (as the supplier of the site-based Section 8 Vouchers) to certify the eligibility of the tenant prior to lease-up; Preble Street staff often provide support to the tenant in gathering necessary identification documents and accompanying potential tenants to meetings with the Portland Housing Authority.

Similarly, the Rapid Re-Housing Program transitioned to utilizing CES to fill open slots in the program when the CoC launched the process around 2 years ago. The CES works to identify eligible participants with the identified level of intervention and selects those households for enrollment. For clients who may be seeking diversion services, staff assess households in the moment as referrals come in to determine which household is dealing with the most time sensitive situation and prioritizes them for enrollment.

5. Budget and Financial Management

- a. **Operating Budget:** Preble Street is requesting \$175,359 in annual funding for HOME-ARP Supportive Services for a period of three years and a total request of \$350,718.55. Below is a summary annual operating budget for providing Supportive Services at two Site-based Housing First communities and via Preble Street’s Rapid Re-Housing Program.

Expense Category	Total Annual Costs
Salaries and Benefits	\$115,523
Client Assistance Expenses (e.g., moving costs, rental assistance and security deposits, utility deposits, transportation)	\$31,596
Operating Costs	\$4,830
Travel	\$945
Total Annual Direct Costs	\$152,894
Indirect Costs	\$22,465
Total Annual Costs	\$175,359

**Preble Street
CCHC HOME-ARP Supportive Services
Annual Operating Budget Detail and Narrative**

PERSONNEL EXPENSES	FTE	# of Months	Unit Cost	Total	Narrative
SALARIES					This budget requests funds for 1.0 FTE total of caseworkers to provide direct supportive services to clients in two Site-based Housing First communities (Logan Place and Huston Commons) as well as 0.5 FTE of a caseworker in the Rapid Re-Housing Program. Funds are also requested for supervisory and program administrator staff.
Caseworker - Logan Place	0.50	12.00	\$ 4,180.80	\$ 25,084.80	Assists tenants in Site-based Housing First communities in meeting housing goals and maintaining housing stability, engages with tenants, provides program coverage and maintains safety in program spaces, provides crisis intervention and support.
Caseworker - Huston Commons	0.50	12.00	\$ 4,180.80	\$ 25,084.80	Assists tenants in Site-based Housing First communities in meeting housing goals and maintaining housing stability, engages with tenants, provides program coverage and maintains safety in program spaces, provides crisis intervention and support.
Caseworker - Rapid Re-Housing	0.50	12.00	\$ 4,007.40	\$ 24,044.40	Provides housing-focused case management, including outreach and providing basic needs, housing navigation, connection to education and employment resources, and housing stability support.
Supervisors	0.15	12.00	\$ 5,250.00	\$ 9,450.00	Ensures the provision of high-quality services through the supervision of the direct service team, functional management of the program, and leadership of activities. Funds are requested for 0.05 FTE of three supervisor positions to support each caseworker.
Program Administrators	0.10	12.00	\$ 4,333.33	\$ 5,200.00	Provides program administrative support including data entry, reporting and monitoring, and general program operations. Funds are requested to support .05 FTE of a Program Administrator for the Rapid Re-Housing Program and a total of .05 FTE combined for the Site-based Housing First programs.
Subtotal Salaries	1.75			\$ 88,864	
BENEFITS					
FICA @ 7.65%			\$ 88,864.00	\$ 6,798.10	
Preble Street Benefits Package @ 22.35%			\$ 88,864.00	\$ 19,861.10	Benefits include unemployment insurance, worker's comp, health/dental, 403(b), and other.
Subtotal Benefits				\$ 26,659	
Subtotal Personnel Costs				\$ 115,523	

CLIENT ASSISTANCE EXPENSES	# of Clients	Frequency Per Client	Unit Cost	Total	Narrative
					All Client Assistance will be provided in compliance with HUD Notice CPD-21-10 VI.D.4.c
Rental Application Fees	15.00	1.00	\$ 40.00	\$ 600.00	Assumes need to support 15 clients with rental housing application fees at an average cost of \$40.00 each.
Rental Assistance and Security Deposits	13.00	1.00	\$ 1,500.00	\$ 19,500.00	Provides for security deposit and/or rental assistance for clients.
Utility Deposits and Utilities	5.00	1.00	\$ 300.00	\$ 1,500.00	Assumes need to support 5 clients with utility deposits or payment of arrears at an average cost of \$300.
Moving Costs	9.00	1.00	\$ 400.00	\$ 3,600.00	Provides moving costs for 9 clients at an average cost of \$400.
Food	6.00	1.00	\$ 300.00	\$ 1,800.00	Provides for meals or groceries for 6 clients at an average cost of \$300.
Transportation	15.00	12.00	\$ 25.00	\$ 4,500.00	Assumes transportation assistance (e.g., bus passes, rideshares, taxi) to facilitate appointments and casework for 15 clients per month, valued at \$25/month for 12 months.
Client ID's	7.00	1.00	\$ 13.75	\$ 96.25	Services include supporting tenants with acquiring identification as part of accessing housing and other services.
Subtotal Client Assistance Expenses				\$ 31,596	
OPERATING COSTS	# of FTE	# of Months	Unit Cost	Total	Narrative
Technology	1.75	12.00	\$ 180.00	\$ 3,780.00	Based on a cost of \$180/FTE/month. Costs associated with technology include: hardware maintenance and upgrades, software licensing (inclusive of payroll and security software), website maintenance, and network administration. Costs are directly used by programs to carry out the services and are allocated according to Preble Street Policy.
Other Program Operating Costs	1.75	12.00	\$ 50.00	\$ 1,050.00	Based on a cost of \$200/FTE/month with 25% of costs applied to this funding source and Preble Street providing the remainder of costs as in-kind. Costs include cell phone subscriptions, occupancy, staff recruitment, office supplies, etc. Costs are directly used by programs to carry out the services and are allocated according to Preble Street Policy.
Subtotal Operating Costs				\$ 4,830.00	
TRAVEL					
Staff Travel	112.50	12.00	\$ 0.70	\$ 945.00	Assumes average travel of 75 miles/month/caseworker FTE to attend meetings and trainings. Preble Street uses the federal mileage reimbursement rate of \$0.70/mile.
Subtotal Travel				\$ 945	
TOTAL DIRECT COSTS				\$ 152,894	

INDIRECT COSTS @ 25.28% on Salaries and Wages				\$ 22,465	Preble Street has a provisional ICR pending with the Department of Veterans Affairs for 7/1/2025-6/30/2027. Until we have that provisional rate, the VA has instructed Preble Street to use our recently finalized FY23 rate of 25.28% applied to Salaries and Wages. Once our new provisional rates are finalized, we will communicate with the City of Portland and determine whether or not a budget revision is necessary.
TOTAL ANNUAL COST				\$ 175,359	

Office of Corporation Counsel

Michael Goldman, *Acting Corporation Counsel*
Amy R. McNally, *Associate Corporation Counsel*
Nicole M. Albert, *Associate Corporation Counsel*
Rachel L. Millette, *Associate Corporation Counsel*
Avery A. Dandreta, *Associate Corporation Counsel*



MEMORANDUM

To: Members of the Housing and Economic Development Committee; Councilor Ali, Chair

From: Michael Goldman, Corporation Counsel

Date: July 11, 2025

Subject: 2022 Citizen Initiative; An Act to Protect Tenants in Portland; Potential changes to City Code regarding rent control.

In light of concerns raised at the City Council’s Rent Control Workshop on June 9, 2025, the Council requested that the Housing and Economic Development Committee begin exploring potential amendments to the City’s ordinances governing tenants’ rights and rent control. The HEDC will begin that process at its meeting on Tuesday, July 15, 2025.

As you are aware, several provisions of Chapter 6 and Chapter 14 of the City Code were amended in 2022 by a citizen initiative entitled An Act to Protect Tenants in Portland (the “2022 Initiative”) (a copy of the 2022 Initiative is attached hereto as Attachment A). The 2022 Initiative made amendments to Article VI of Chapter 6 (Residential Rental Unit Registration Requirements), Article XI (Tenant Housing Rights), Article XII (Rent Control and Tenant Protections), Article XIII (Rent Board), and Chapter 14, Section 14-18.4.5 (Conversion Permit). Copies of excerpts of Chapters 6 and 14 are attached to this memo as Attachment B. For ease of reference, I have highlighted in yellow those portions of the ordinances that were changed by the 2022 Initiative.

Under section 9-46 of the City Code, ordinance amendments approved through the citizen initiative process cannot be repealed or amended for five years after the effective date of the ordinance, except through another election. The 2022 Initiative was approved by the voters in November 2022 and became effective in December 2022. Accordingly, until December 2027, the amendments included in the 2022 Initiative can only be amended by the voters in another election. If the Council wishes to make any changes to the amendments made by the 2022 Initiative without an election, it would need to wait until December 2027 to do so.

Note that numerous provisions in Chapter 6 were approved by a separate citizens initiative in November 2020. Under section 9-46, the Council will be able to amend those provisions in December 2025. Given the relatively short time left in the 5-year period for that initiative, and in the interest of avoiding potential confusion caused by addressing two different sets of amendments in this memo, I have not addressed the 2020 initiative. If you have questions about the 2020 initiative, please let me know. I hope that you find this information helpful, but let me know if you need anything further.

ATTACHMENT A

An Act to Protect Tenants in Portland

An Act to Protect Tenants in Portland ensures that tenants receive 90-day notice for lease termination and/or rent increases. It discourages no-cause evictions by limiting the 5% rent increase to voluntary turnovers. It reduces costs to tenants by restricting deposits to one-month rent, prohibiting application fees, and further limiting the amount of standard annual rent increases that landlords are allowed to impose to 70% of CPI. It strengthens protections for tenants who exercise their rights under the ordinance, and provides greater clarity and authority to the rent board to ensure landlords receive a fair return on investment and that tenant complaints receive a fair hearing. It also sets a \$25,000 fee for condominium conversions. The Act also makes various technical changes and corrections to allow the ordinance to better effectuate its originally intended purpose.

BE IT ORDAINED:

1. That Chapter 6, Sections 6-151, 6-152, 6-223, 6-223.1, 6-223.2, 6-231, 6-232, 6-233, 6-234, 6-235, 6-235.1, 6-236, 6-237, 6-240, 6-241, 6-250, 6-251, and 6-263 of the Portland City Code are hereby amended to read as follows:

Sec. 6-151. Registration required.

(a) *Registration of Ownership.*

1. Rental units must be registered in accordance with this article by January 1st of each year; Rental units entering the rental housing market must be registered within fourteen days. Registration must be renewed annually, on or before January 1st, including updating all changes in previously submitted registration information.

...

(f) *Additional Information Required for Covered Units.* A Covered Unit, as defined by Section 6-232 of this Chapter, shall not be considered registered unless and until the registrant has submitted the following additional information:

...

2. The increase in rent (if any) when compared to the previous ~~Rental Year's rent~~ registration;

...

- 4. The amount of Banked Rent, if any, accumulated ~~in~~ since the previous ~~Rental Year~~ registration;

...

Sec. 6-152. Registration Fees.

...

(e) Registrations that are not ~~renewed~~ received by ~~February 1~~ January 15, or within 14 days after entering the rental housing market, whichever is later, shall be subject to a late fee of ~~\$10~~ \$50 per unit, and registrations that are not received by February 15, or within 45 days after entering the rental housing market, whichever is later, shall be subject to a late fee of \$200 per unit. Registrations shall not be renewed unless and until the registrant pays any applicable late fee. Incomplete or inaccurate registrations may be rejected and subject to all applicable late fees upon resubmission. The Permitting and Inspections Director may waive a late fee upon a showing of both hardship and good cause as to why the renewal was not timely.

...

Sec. 6-223. Notification of rent increases.

Notwithstanding 14 M.R.S. Section 6015, a Landlord shall give ~~seventy-five (75)~~ ninety (90) days' written notice of any rent increase to a Tenant.
(Ord. No. 76-16/17, 11-21-2016)

Sec. 6-223.1. Rental applications, generally; application fees restricted prohibited.

...

~~(b) Disclosure of Application Fee. Before accepting a rental application fee, a landlord shall disclose in writing to the applicant the rental application fee amount. The applicant shall not be charged more than the disclosed rental application fee for that application.~~

(eb) Availability of Units. Landlords shall only advertise rental housing units, receive applications, and screen applicants, ~~and accept application fees~~ for rental housing units

when such rental housing units are actually available and ready for occupancy or are expected to be available for occupancy within a reasonable time period; provided, however, that an applicant may consent to be screened and placed on a waiting list. For purposes of this Section, a rental housing unit is no longer considered available if a different applicant has been screened by the landlord, has been offered the rental housing unit and accepted it, and has placed a deposit on the rental housing unit. A rental housing unit may be considered available if a tenant of a unit has declared they will not be renewing a lease or have otherwise vacated the property. Landlords shall document the date and time that deposits are placed on rental housing units.

~~(d)~~ Application Fees. All application fees for rental housing units are prohibited shall not exceed the actual cost of the screening process or thirty dollars (\$30.00), whichever is lower. The actual cost of the screening process includes only the hard costs associated with a background check. Labor costs and other soft costs associated with application process must be excluded. Hard costs may include, including, but not be limited to, any fees or charges to applicants for the following: national, state and local criminal background checks, credit reports, rental history records and/or reference checks, eviction records and/or employment verification. ~~Each adult who intends to reside in a rental housing unit may be charged an application fee.~~

~~(e) Disposition and Use of Application Fee. Within ten (10) days of receipt of an application fee, a landlord must provide an explanation for the disposition and use of the application fee and provide a receipt to the applicant detailing how the application fee was used. An application fee shall be refunded in its entirety if a landlord does not incur hard screening costs. A landlord shall also provide the applicant with any paperwork or copies of electronic correspondence generated as result of the screening process, to the extent permitted by State and Federal law.~~

~~(f) Current Tenants. A current tenant of a rental housing unit shall not be charged an application fee to move to another rental housing unit owned by the same landlord.~~

~~(g) Exemption. The provisions of this Section shall not apply to any landlord who does not charge a rental application fee.~~

Sec. 6-223.2 Maximum deposit.

Notwithstanding 14 M.R.S. Section 6032, a lease or tenancy at will agreement for a dwelling intended for human habitation may not require a security deposit equivalent to more than the rent for one (1) month.

...

Sec. 6-231. Applicability.

...

(d) Rental Units within a building containing only two (2), three (3) or four (4) dwelling units, one of which the landlord property owner currently occupies as his or her principal residence;

...

Sec. 6-232. Definitions.

Allowable increase percentage means the standard amount that the rent of a Covered Unit may be raised within a the following Calendar Rental Year, unless a Landlord is entitled to additional increases as laid out provided in Sections 6-233 or 6-234 below. The allowable increase percentage shall be determined on September 1 of each year beginning on September 1, 2021, and shall be equal to 100 70 percent of the change in the Consumer Price Index (CPI-U) for Greater Boston Metro Area for the preceding twelve months, as published in August by the United States Bureau of Labor Statistics or its designee. For the purposes of this ordinance, the Rent Board shall presume that the Allowable increase percentage is sufficient to allow a reasonably prudent landlord who received a fair return on investment prior to the enactment of this ordinance to continue to maintain a fair net operating income that increases over time at a just and reasonable rate, yielding a fair return on investment under the normal course of doing business.

Base rent means the initial amount of rent that a Landlord charges d for a Covered Unit prior to the increases allowed under this ordinance, as more specifically defined in Section 6-233 of this Article. For the purposes of the ordinance, the Rent Board shall presume that the Base Rent was sufficient to have provided the Landlord a fair return on investment prior to the enactment of this ordinance.

Banked rent means the Base Rent for a Covered Unit, plus any

increase in rent to which the Landlord was entitled under Sections 6-233 and 6-234 below, but that was not yet applied to the Rent charged to a Tenant ~~during a particular Rental Year.~~

...

Fair return on investment means an amount sufficient to allow a just and reasonable rate of return, to encourage the investment of capital in the rental housing market, to fairly compensate investors for the risks they have assumed, and to achieve minimum constitutionally protected standards. For the purposes of this ordinance, a Fair return on investment must be calculated using Maintenance of Net Operating Income methodology, as that term is used in other jurisdictions with similar ordinances, that presumes the net operating income the landlord earned from a Covered unit during calendar year 2019 yielded a fair return on investment, unless the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. The Rent Board may adopt rules or regulations to ensure the fair and consistent application of such methodology.

...

Major renovation or reconfiguration means one or more capital investments or improvements where the total cost of construction or improvement attributable to the Rental unit involved exceeds 20% of the property value, prior to improvement, of the Rental unit involved, as determined by the city's tax assessor.

...

Rent stabilization allowances means collectively the Allowable Increase Percentage, ~~the Tax Rate Rent Adjustment,~~ and any additional rent increase exemptions approved by the Rent Board under Section 6-234 of this Article.

Rent stabilization ordinance means Chapter 6, Articles XII and XIII of the Code of Ordinances, City of Portland, Maine, as amended.

Rental agreement means a ~~written legal~~ contract between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.

...

~~Tax rate rent adjustment means the additional amount by which a Landlord may increase the rent of a Covered Unit within a given year. The Tax Rate Rent Adjustment may be added to the Allowable Increase Percentage if and only if the City changes the mil rate as compared to the previous Rental Year. In this case, the tax rate rental adjustment is equal to the actual increase in property taxes attributable to the individual Covered Unit.~~

...

Tenants Union means any group, organization, committee, collective, association or entity, whether incorporated or unincorporated, of any kind, whatsoever, in which tenants participate and which exists for the purpose, in whole or in part, of dealing with Landlords concerning rental conditions or any matter related to the Landlord-tenant relationship, including but not limited to the rights and interests of tenants under this Chapter.

Sec. 6-233. Establishment of base rent.

(a) *Base Rent for Current Covered Units.* Beginning on January 1, 2021, each Covered Unit shall be registered with the City in accordance with Section 6-151~~(e)~~. Such registration must include proof of the rent charged by the Landlord for each Covered Unit as of June 1, 2020 (i.e., through presentation of a valid Rental Agreement, rent payment receipt, or other acceptable means within the opinion of the City). This amount shall be the Base Rent for purposes of the Rent Stabilization Ordinance, except as otherwise provided within this section.

(b) *Base rent for Discontinued Covered Units.*

- (i) If a Covered Unit ~~is~~ was not required to be registered with the City as of ~~January~~ April 1, 2021, but is required to be registered with the City after such date, the Base Rent shall be the amount of Rent charged 120 days prior to the date when the Covered Unit became required to be registered, or if no Rent was charged at such time, the first Rent charged by the Landlord any time thereafter. The Base Rent for any new Covered Unit entering the rental housing market for the first time shall be the Rent charged to the first Tenant, as set by the Landlord.
- (ii) If a Covered Unit ~~is~~ was required to be registered

with the City as of ~~January~~ April 1, 2021, but is removed from the rental housing market, the Base Rent for such a Covered Unit upon reentry to the rental housing market shall be the Banked Rent, as measured from the ~~Rental Year in which time~~ the Covered Unit was removed from the rental housing market.

- (iii) If a Covered Unit ~~is~~ was required to be registered with the City as of ~~January~~ April 1, 2021, but is subsequently removed from the rental housing market for a period of ~~five (5) or more Rental Years~~ at least sixty (60) months, the Base Rent for such a Covered Unit ~~upon reentry into the rental housing market~~ shall be set by the Landlord the Rent charged to the first Tenant upon reentry into the rental housing market, as set by the Landlord.

(c) *Base rent following major renovation or reconfiguration of Covered Units.* Upon ~~the~~ a major renovation or reconfiguration of a Covered Unit, the Landlord may charge no more than the Banked Rent for that unit, or may apply to the Rent Board for determination of the appropriate increased in-rent Base Rent. When determining the appropriate increased in-rent Base Rent, the Rent Board may consider factors including the increase in floor area, the addition or upgrade of amenities, the amount necessary to ensure a fair return on investment, and any other factor determined relevant in the opinion of the Rent Board; the Rent Board may consider any amount of Banked Rent accrued for that unit, but after determining the appropriate Base Rent, all previously accrued Banked Rent shall be forfeited.

...

Sec. 6-234. Rent increase limitations.

(a) Beginning on September 1, 2021, and occurring no later than September 1 of each subsequent year, the Housing Safety Office shall establish and publish the Allowable Increase Percentage ~~and the Tax Rate Rent Adjustment~~ for the following calendar year, and shall announce and explain the methodology for calculating the Allowable Increase Percentage at the first meeting of the Rent Board following such publication. The Rent Board shall hear public comment after such announcement.

(b) A Landlord may not only increase the rent charged for a Covered Unit ~~once~~ within a Rental Year twelve (12) months

following a previous Rent increase. After twelve (12) months, the Landlord may only increase the rent charged for a Covered Unit,
by an amount that conforms to the following specifications:

...

~~2. Tax Rate Rent Adjustment. If the mil rate within the City of Portland is altered for the subsequent fiscal year a Landlord may, in addition to the Allowable Increase Percentage, increase rent by the Tax Rate Rent Adjustment for the subsequent Rental Year.~~

32. New Tenancy. A landlord may increase the rent on a Covered Unit by five percent (5%) of the base rent in addition to any other allowable increases when a new tenant occupies a unit, but only if the previous Tenancy was terminated voluntarily by the previous Tenant, without coercion or unreasonable influence from the Landlord. This increase may be applied at most once per year twelve (12) months, regardless of the number of new tenancies. The Housing Safety Office shall investigate any report that the Tenancy was not terminated voluntarily by the Tenant, or that the Tenant was coerced or unreasonably influenced by the Landlord to terminate the Tenancy. Any tenancy in which the property owner served the tenant with a notice to quit or summons and complaint for forcible entry and detainer shall not be deemed to be a situation in which the previous tenant voluntarily terminated the tenancy.

43. Banked Rent. If the Landlord has banked additional rent increases, in accordance with Section 6-235 below, this banked amount, in whole or in part, may be added to the increases permitted by subsections (i) and (ii) above.

54. Additional Rent Board Approved Increases necessary to ensure a fair return on investment. In addition to the above rent adjustments, upon receipt of an application submitted by the Landlord, the Rent Board may approve additional rent increases necessary to ensure a fair return on investment. properly demonstrated by the Landlord, attributable to:

To calculate what amount is necessary to ensure a fair return on investment, the Rent Board shall employ generally acceptable Maintenance of Net Operating Income methodology, and may not consider any valuation-

based or capitalization-based methodology or any calculation or methodology factoring market rent or market value of the Covered Unit.

Rent board approval under this provision is intended to ensure a fair rate of return under abnormal, unexpected, or irregular circumstances, including, but not limited to, capital improvements and minor renovations, uninsured repairs, the provision of new housing services, revaluation for property tax assessment, or other unusual expenses. The Rent Board shall presume that the Allowable Increase Percentage will be sufficient to satisfy all regular increases in operating costs, routine maintenance expenses, and other normal or regular costs or expenses, allowing the Landlord to maintain a fair return on investment.

The Landlord submitting an application for an additional rent increase bears the burden of proof, including the burden of providing all necessary documentation, to demonstrate that the increase is necessary to receive a fair return on investment. Such documentation shall include, but is not limited to: historical net operating income, revenue and expenses; the costs and expenses requiring Rent board approval of an additional increase; and what portion of shared costs and expenses can be fairly attributed to each individual covered unit.

- ~~a. Capital improvement costs, including financing costs;~~
- ~~b. Uninsured repair costs;~~
- ~~c. Increased housing service costs; and~~
- ~~d. Any additional increase, within the opinion of the Rent Board, required to allow the Landlord to receive a fair rate of return.~~

(c) ~~At no time Under no circumstances~~ may a Landlord raise the rent of a Covered Unit by more than ten (10) percent ~~within a Rental Year~~. Any rent increases available to a Landlord in excess of ten percent must be banked for later use ~~in a subsequent Rental Year~~.

(d) Before increasing the rent of a Covered Unit, a Landlord

must send a signed document to the Tenant(s) no fewer than seventy-five (75) ninety (90) days before the effective date of the rent increase. This document must include the date on which the Tenancy began, the date on which the rent will be increased, the amount of the increase, any remaining Banked Rent that has not been included in the Rent increase, and the appropriate justifications for such a rent increase as defined in Section 6-234(b) above. Failure to provide such documentation shall be considered a violation of this Article, and any notice not containing all such documentation shall be void.

(e) A Tenants, individually or collectively, who receives notice of a rent increase that they believe does not conform with this Section may file a complaint with the Housing Safety office. The Housing Safety office shall promptly investigate such complaint and take appropriate action. If, within fourteen (14) days of filing such a complaint, the notice is not rescinded by the Landlord, an appeal of said rent increase may be filed with the Rent Board. Upon receipt of the appeal, the Rent Board shall schedule a public hearing to be held no more than twenty-one (21) days after the filing of the completed appeal application. At the public hearing, the Board will consider de novo the rent charged under the existing Rental Agreement, the amount of the proposed new rent, and the factors which may or may not allow such an increase in accordance with this Article. Upon consideration of such evidence, the Board will render a decision as to whether the increased rent is allowable. If such a An increase is determined by the Board to be more than is allowed by this Article shall be considered a violation, and the Board may impose such fines as are allowed by this Article determine the appropriate penalty for any such violation in a manner consistent with the provisions of this Code. Multiple tenants collectively alleging the same or similar violations against a single Landlord, including but not limited to a Tenants Union or members of or participants in a Tenants Union, may file their complaints or appeals collectively as a single document, and the Rent Board shall hear all such matters together as a single complaint or appeal; but notwithstanding such consolidated hearing the Rent Board may elect to issue separate decisions.

(f) A landlord who is not in substantial compliance with any provision of this chapter, including but not limited to the Rent Stabilization Ordinance, may not demand, accept or retain any rent increase otherwise permitted by this section or any other provision of this Code or Maine statute.

Sec. 6-235. Process of banking rent increases.

If a Landlord chooses to not impose any rent increases to which they are entitled pursuant to Section 6-234 above, these increases may be banked, in whole or in part, with the annual registration required under Sec. 6-151. Banked increases may be used to raise the rent of Covered Units in subsequent ~~Rental~~ years in addition to ~~the~~ Rent Stabilization Allowances ~~established for that year by the Rent Board,~~ subject to the limitations in Sec. 6-234, including provided that no single the- total-increase of such rent shall not exceed ten (10) percent within a single Rental Year.

Sec. 6-235.1. Alternative calculation of maximum allowable rent.

At no time shall any Landlord charge Rent on a Covered Unit that exceeds the Base Rent plus any accrued increases allowed under this Ordinance, and any Landlord who charges Rent on a Covered Unit that is greater than such amount is in violation of this Ordinance. This section shall not be construed to retroactively revoke any allowable increases accrued under previous versions of this Ordinance.

Sec. 6-236. Termination of Tenancies-At-Will

(a) In order to be terminated by a Landlord, all tenancies- ~~at-will~~ must be terminated by providing a minimum of 90 days' written notice to Tenant except as provided below:

1. "For Cause" tenancies terminable on 7 days' notice pursuant to 14 M.R.S. § 6002(1) may be terminated in accordance with Section 6002(1);
- ~~a2.~~ a2. Short-term rentals with a term of fewer than 30 days' are exempt from the 90-day notice period outlined herein;
- ~~b.~~ b. ~~Holdover tenancies are exempt from the 90 day notice period outlined herein;~~
- ~~e3.~~ e3. Where a Landlord provides ~~\$500.00~~ the amount of one month's Rent as reimbursement to Tenant for the inconvenience of termination, tenancies-~~at-will~~ may be terminated by notice to the Tenant of sixty (60) to eighty-nine (89) days;
- ~~d4.~~ d4. Where a Landlord provides ~~\$1000~~ the amount of two

months' Rent as reimbursement to Tenant for the inconvenience of termination, tenancies~~-at-will~~ may be terminated by notice to the Tenant of thirty (30) to fifty-nine (59) days.

(2b) Reimbursement amounts outlined ~~in~~ under subsections (ea) ~~and (d)~~ above are lump-sum amounts payable in a single installment for the collective benefit of all tenants of a unit. Tenants are responsible for allocating the reimbursement amount among themselves.

...

Sec. 6-237. Discrimination prohibited in sale or rental of housing units.

...

(e) It shall be prohibited for a Landlord to refuse to rent or negotiate for the rental of, otherwise make unavailable or deny a dwelling to a Tenant, retaliate against, or otherwise discriminate against a Tenant because the Tenant, or a Tenants Union on behalf of the Tenant, has complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance, or because the Tenant is a member of or participates in a Tenants Union. There is a rebuttable presumption that any adverse action by the Landlord, including but not limited to forcible entry and detainer, was commenced in retaliation against the Tenant if, within 6 months prior to the commencement of the adverse action the Tenant, or a Tenants Union on behalf of the Tenant, complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance.

...

Sec. 6-240. Enforcement and remedies.

Any violation of this Article is considered a civil infraction; all such violations, including any penalty determined to be appropriate by the Rent Board, and shall be enforced pursuant to the Portland City Code Chapter 1, §1-15. Violations of this Article, including enforcement of penalties for all such violations, shall be given the highest enforcement priority by the City.

Sec. 6-241. Limitation of Liabilities

...

~~(b) Nothing in this Article shall be construed to create additional liabilities greater than those already existing under law or to create new private causes of action.~~

...

Sec. 6-243. Tenant Unions

(a) Any Tenants Union shall have standing as a party to assert the rights or interests of any Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding brought before the Housing Safety Office, the Rent Board, or the Superior Court in an appeal from any final decision under this Chapter in accordance with Rule 80B of the Maine Rules of Civil Procedure.

(b) The Housing Safety Office shall create a registration form, and accept the registration of Tenants Unions representing Tenants with rights and interests under this Chapter. Such registration shall include the name, telephone number, and e-mail address of a principal contact for the Tenants Union. The Housing Safety Office shall maintain and publish a list of Tenants Unions registered under this section, including contact information, for use by Tenants wishing to join or contact a Tenants Union. Nothing in this Section shall be construed to require a Tenants Union to register with the City. The City shall be prohibited from requesting, collecting, maintaining or publishing the names of individual Tenant members of any Tenants Union.

...

Sec. 6-250. Creation; composition.

There shall be a Rent Board of seven (7) members. Members of the Rent Board shall be residents of the city and shall not be officers or employees of the city or any of its agencies or departments.

Two (2) members shall be appointed to fill at-large seats, and may reside in any part of the city. The remaining five (5) members shall be comprised of one member from each of the five (5) city council ~~wards~~ districts with the highest concentration of Rental units. Should the ~~number or~~ location of said city council ~~wards~~districts be changed, the districts ~~and number~~ of Rent Board members shall change to mirror such changes.

...

Sec. 6-251. Appointment; terms.

The members of the Rent Board shall be appointed by the Mayor, subject to the approval of the City Council for terms of three (3) years. Such members shall serve until their successors are duly appointed and qualified. Such terms shall be staggered so that the terms of not more than three (3) members shall expire in any calendar year.

...

Sec. 6-263. Jurisdiction and authority.

In addition to the jurisdiction conferred on it by other ordinances of the City and in accordance therewith, the Rent Board shall have the following jurisdiction and authority:

(a) To hear, review, and approve or deny Landlord applications for rent increases greater than the Allowable Increase Percentage, as provided for in Section 6-234 above~~those allowed by the Rent Stabilization Ordinance;~~

(b) To hear, review, and approve or deny Landlord applications for increases in Base Rent due to the major renovation or reconfiguration of existing Covered Units, as provided for in Section 6-23~~3~~4 above;

(c) To hear, review, and grant or deny complaints or appeals from Tenants, individually or collectively, regarding Rent charges or Rent increases not in compliance with the Rent Stabilization Ordinance, or other matters falling within the scope of the Rent Stabilization Ordinance, or allegations violations of Maine statute regarding the habitability of residential units; such appeals shall be heard and decided de novo;

...

(e) To ~~hear, review, and mediate~~ decide the appropriate outcome of allny disputes arising between Landlords and Tenants ~~on matters falling within the scope of Article XII of this Chapter, if~~where both parties ~~request~~consent to such mediation ~~and resolution~~ by submitting the landlord/tenant ~~dispute~~ mediation form, as maintained and edited by the Housing Safety Office,

signed by both Landlord and Tenant ~~no later than fourteen (14) days before the date on which such a hearing shall be scheduled;~~ all parties to such mediation must agree and shall be required to mediate in good faith; such authority to mediate disputes shall not be construed to limit the Rent Board's authority to hear, review or decide any tenant complaint or appeal without the consent of the Landlord; the Board may appoint one or more of its members, in lieu of the full Board, to mediate disputes on a rotating basis, and such mediation may be conducted outside of a public hearing, and a quorum of the Rent Board shall not be required for such mediation;

(f) To ~~impose such fines as are necessary and allowed determine, in a manner consistent with the provisions of this Code, what penalties are appropriate~~ for violations of the provisions of the Rent Stabilization Ordinance that are determined by the Board;

...

(h) To prepare an annual report on the state of the City's rental unit availability, which shall be presented to the City Council as part of a regularly-scheduled public hearing. This report shall include a summary of rents within each ~~of the five council wards~~ district. Such reporting may or may not be done in conjunction with similar reporting required of the City's Rental Housing Advisory Committee, as established by this Chapter; ~~and~~

(i) To adopt or amend, subject to approval by the City Council, such rules and regulations as are necessary to implement, or to allow for the efficient and consistent application of, the provisions of the Rent Stabilization Ordinance, including but not limited to rules and regulations governing the proceedings of the Rent Board's hearing of Landlord applications or of Tenant complaints or appeals and rules and regulations providing standard procedures and methodology for calculating the amount of rent necessary to allow the Maintenance of Net Operating Income and yield a Fair Return on Investment under various circumstances; the Board may adopt, subject to approval by the City Council, rules and regulations, including methodology, allowing the Housing Safety Office or a hearing officer to review Landlord applications and to complete standard calculations in order to provide for or facilitate an expeditious process and efficient consideration by the Rent Board; Rules and Regulations adopted pursuant to this authority, and any amendments thereto, shall become effective only when approved by the City Council, and shall be kept on file in the Housing Safety Office;

(~~i~~j) To initiate changes and amendments to ~~this Article, as well as to~~ the city's Rent Stabilization Ordinance.

2. That Chapter 14, Section 14-18.4.5 of the Portland City Code is hereby amended to read as follows:

Sec. 14-18.4.5 Conversion permit

Before conveying or offering to convey a converted unit, the developer shall obtain a conversion permit from the Building Authority. The permit shall issue only upon receipt of a completed application therefore in a form to be devised for that purpose, a fee as established by the City Council of \$25,000 per converted unit, to be adjusted annually in the same way as the fee under Chapter 14, Subsection 18.1.8 of this Code, at least \$1,000 of which shall be appropriated to the Housing Safety Office for the administration and enforcement of the Rent Stabilization Ordinance, Chapter 6, Articles XII and XIII of this Code, and the remainder of which shall be paid into the Jill C. Duson Housing Trust Fund, and a finding, upon inspection, that each unit, together with any common areas and facilities appurtenant thereto, is in full compliance with all applicable provisions of Chapter 6, Articles II, III, and V and Chapter 10, Article II of the City of Portland Code of Ordinances, and the Life Safety Code as adopted by the state. The developer shall post a copy of the permit in a conspicuous place in each unit and shall make copies available to prospective purchasers.

3. That, except as specified herein below, all such amendments shall take effect thirty (30) calendar days after the official canvass of the return of the election at which this ordinance is approved, provided that:

(a) Notwithstanding any notice given prior to such effective date, all rent increases taking effect on or after January 1, 2023 must comply with the amendments to sections 6-223 and 6-234(d), such that any tenant charged such rent increase must receive at least 90 days notice, and such notice must include all newly required information, before any such increase may be implemented;

(b) Notwithstanding any Tax Rate Rent Adjustment announced by the Housing Safety Office prior to such effective date or any notice given prior to such effective date, all rent increases taking effect on or after January 1, 2023 must comply with the

amendments to Sections 6-232 and 6-234 repealing the Tax Rate Rent Adjustment, such that no Tax Rate Rent Adjustment may be included in any rent increase taking effect on or after such date;

(c) Amendments to Sections 6-232 and 6-234(a) changing the calculation of the Allowable Increase Percentage shall take effect for the Allowable Increase Percentage established and published by the Housing Safety Office on or before September 1, 2023, applicable to all rent increases taking effect on or after January 1, 2024; and

(d) Amendments to Sections 6-232 and 6-234(b) changing the requirements for Additional Rent Board Approved Increases shall be applicable for all landlord applications submitted to the Rent Board on or after March 1, 2023. For all landlord applications submitted prior to March 1, 2023, the Rent Board may continue to apply the previous version of this ordinance and to approve increases allowable pursuant to such previous version.

ATTACHMENT B

City of Portland
Code of Ordinances
Sec. 6-1.1

Buildings and Building Regulations
Chapter 6
Rev. 8-21-2017

Chapter 6 BUILDINGS AND BUILDING REGULATIONS*

*Cross reference(s)--Alarm systems, Ch. 2.5; fire prevention and protection, Ch. 10; land use, Ch. 14; rodent and vermin control, Ch. 22; sewers, Ch. 24; streets, sidewalks and other public places, Ch. 25; moving of structures, § 25-191 et seq.; swimming pools, Ch. 26.

Art. I. In General, §§ 6-1--6-15

Art. II. Building Code, §§ 6-92--6-103

Div. 1. In General, §§ 6-92--6-97

Div. 2. Building Standards, §§ 6-98--6-103

[Art. III and IV were repealed by Order 18-17/18, 8-21-2107]

Art. V. Housing Code, §§ 6-106--6-149

Art. VI. Residential Rental Unit Registration Requirements, §§ 6-150--6-157

Art. VII. Green Building Code, §§ 6-165 - - 6-177

Art. VII-A. Bird Friendly Building and Design Requirements §§ 6-185--6-189

Art. VIII. Property Assessed Clean Energy, §§ 6-190--6-199

Div. 1. Property Assessed Clean Energy, §§ 6-190--6-194

Div. 2. Commercial Property Assessed Clean Energy §§ 6-195--6-199

Art. IX. Disorderly Houses, §§ 6-200--6-204

Art. X. Energy Benchmarking, §§6-205--6-218

Art. XI. Tenant Housing Rights, §§6-219--6-229

Art. XII. Rent Control and Tenant Protections, §§6-230--6-244

Art. XIII. Rent Board, §§6-250--6-263

* * * *

ARTICLE VI. RESIDENTIAL RENTAL UNIT REGISTRATION REQUIREMENTS

Sec. 6-150. Purpose.

The proliferation of real estate proprietorships, partnerships, and trusts having undisclosed, anonymous or otherwise unidentifiable principals, owning large numbers of residential long

term rental properties, sometimes managed through unresponsive property management companies, has impeded the proper enforcement of this chapter, chapter 12 and other ordinances of the city. Non-owner occupied short term rental units may remove housing units from the long term rental market and may contribute to the increase in the cost of rental housing in the City.

This article is intended to require the disclosure of the ownership of such property, and to regulate the renting of property within the City, and to make owners and persons responsible for the maintenance of property more accessible and accountable with respect to the premises, to ensure that housing units remain available for rent to those who reside or seek to reside within the City, to ensure that residential areas are not unduly impacted by the operation of short term rentals, and to ensure that owners and tenants comply with chapters 6 and 10 of the City Code.

(Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. 298-14/15, 7-6-2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-150.1. Definitions.

The definitions in 6-106 apply to this Article. The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:

Island Short Term Rental shall mean a short term rental located on one of the following islands in the City of Portland: Peaks Island, Great Diamond Island, Cushing Island, Little Diamond Island, House Island, and/or Cliff Island.

Long Term Rental shall mean the letting of a rental unit in whole or in part for thirty (30) days or more.

Mainland Short Term Rental shall mean a short term rental located within the limits of the City of Portland, but not on Peaks Island, Long Island, Great Diamond Island, Cushing Island, Little Diamond Island, House Island and/or Cliff Island.

Multi-Unit shall mean a single, detached building in common ownership interest containing more than one (1) residential or commercial unit, as determined by the Director of the Permitting and Inspections Department.

Owner-Occupied shall mean a rental unit owned and occupied by

the registrant as his or her primary residence. Accessory dwelling units as defined in Chapter 14 of this Code, are not considered owner-occupied units for purposes of short term rental registration and regulation.

Owner shall mean each individual person or entity including, without limitation, all partners, officers, or trustees of any real estate trust; all members or managers of a limited liability company; and all officers and directors of a corporation; that is the record owner of a building or property.

Primary Residence shall mean the dwelling in which a person resides as his or her legal residence for more than one half of a year and registers as his or her address for tax and government identification purposes.

Registrant shall mean the owner of a rental unit, or a tenant, with permission from the owner, seeking to register a rental unit.

Rental unit is a portion of any residential structure that is rented or available for rent to any individual or individuals for any length of time. Any portion of a Single-Family Home, Condominium, or Apartment that is rented or available to be rented to an individual or individuals who are not the owner or owners shall be considered a *rental unit*. *Dwelling units* and *rooming units* as defined in §6-106 are, without limitation, *rental units*. A Single-Family Home, Condominium, or Apartment that is occupied by the owner or owners, and of which no portion is rented or available for rent, is not a *rental unit*.

Short Term Rental is the letting of a rental unit, in whole or in part, for less than thirty (30) days.

Single Family Home shall mean a detached residential dwelling or a single condominium unit containing one dwelling unit.

Tenant-Occupied shall mean a rental unit in which the registrant is not the record owner of the rental unit, but lawfully occupies the rental unit as his or her primary residence.
(Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-151. Registration required.

(a) *Registration of Ownership.*

1. Rental units must be registered in accordance with this article by January 1st of each year; Rental units entering the rental housing market must be registered within fourteen days. Registration must be renewed annually, on or before January 1st, including updating all changes in previously submitted registration information.
2. If a rental unit is rented as both a short term and long term rental, it must be separately registered for each type of rental.
3. Each owner, manager, and person/entity otherwise responsible for the rental unit, such as a property manager, shall be obligated under this article. Any new owner, manager, or responsible person/entity must apply to register within thirty (30) days of purchase of the rental unit or transfer of management or responsibility. New owners or tenants applying to register an existing short term rental unit are considered new applicants and shall be subject to all limitations and regulations in effect at the time of the application.
4. A rental unit shall not be considered registered until all information and fees are provided to the satisfaction of the City's Permitting and Inspections Department or its designee.
5. As a condition of registration, all owners must allow onsite inspections of their property including, without limitation, all rental units.

(b) *Information/Documentation Required.* Registration must be completed on forms supplied by the City's Permitting and Inspections Department or their designee and must provide, at a minimum, the following information:

1. The street address of the building;
2. The unit number of the rental unit;
3. The tax assessor's chart, block and lot of the property on which the building is located;

4. The owner of the property, including the owners' name, address, telephone number, and email address. If the owner is anything other than a natural person, the following information must also be included:
 - a. The name of each individual person that has an ownership interest in any entity that is the record owner. This includes, without limitation, all partners, officers, or trustees of any real estate trusts; any members or managers of a limited liability company; and all officers and directors of a corporation; and
 - b. The residential street address, e-mail address and home phone number of at least one (1) such individual person;
5. The manager of the property or the person or persons responsible for its regular maintenance or repair, as well as a name, address, telephone number, and email address for that person or entity; and
6. The person designated as the agent of the owner or owners for the service of notices and civil process by the city, as well as their name, address, telephone number, and e-mail address. Service of notice and process upon the person so designated shall be deemed conclusive service upon the owner or owners.

(c) *Additional Information Required for Short Term Rentals.* A short term rental shall not be considered registered unless and until the registrant has submitted a complete application together with all information required by this article, paid the fee required by Sec. 6-152, and a registration number has been issued.

In addition to the information required in Section 6-151(b), a Short Term Rental registrant must provide at a minimum the following information and any other information requested by the City's Permitting and Inspections Department or their designee:

1. A short term rental application;
2. Whether the rental unit is owner-occupied, tenant-

occupied, or non-owner occupied;

- a. For Short Term Rental units that are owner-occupied, the owner must provide a notarized primary residence affidavit, on forms provided by the City. The owner must also produce for review one of the following demonstrating residency at the owner-occupied unit:
 - i. Valid driver's license or other state-issued identification;
 - ii. Valid motor vehicle registration;
 - iii. Proof of homestead exemption; or
 - iv. Other documentation proving primary residence to the satisfaction of the City's Permitting and Inspections Department.
- b. For Short Term Rental units that are tenant-occupied, the tenant must provide a notarized primary residence affidavit, and a notarized statement of permission by his/her landlord, both on forms supplied by the City. The tenant must also produce for review one of the following demonstrating residency at the tenant-occupied unit:
 - i. Valid driver's license or other state-issued identification;
 - ii. Valid motor vehicle registration; or
 - iii. Other documentation proving primary residence to the satisfaction of the City's Permitting and Inspections Department.
3. The address and tax assessor's chart, block, and lot number of all other short term rentals in the City in which the registrant has an ownership interest;
4. For short term rental units that are within a condominium or homeowner's association, an attestation that use of

the unit as a short term rental is allowed under the relevant documents; and

5. If the application is for renewal, the number of nights the unit was rented on a short-term basis and the number of nights the unit was rented on a long-term basis in the previous reporting year. For purposes of reporting this information, November 1 through October 31 is the reporting period for a renewal of January 1.

(d) *Display of Short Term Rental Registration Number Required.*

Once registration is approved by the City, each short term rental shall be given a registration number, which must be displayed in the rental unit and in any and all advertisements for the rental unit.

(e) Upon request by the City, at any time, all registrants and/or agents of short term rental units must provide the City with their registration information, rental history, and upcoming reservation information. Failure of short term rental unit owners, tenants, and/or their representatives to adequately respond to inquiries by the City within a forty-eight (48) hour period shall be considered a violation under this ordinance.

(f) *Additional Information Required for Covered Units.* A Covered Unit, as defined by Section 6-232 of this Chapter, shall not be considered registered unless and until the registrant has submitted the following additional information:

1. The current rent charged at the time of registration;
2. The increase in rent (if any) when compared to the previous registration;
3. Whether the increase (if any) is attributable to: (1) the Allowable Increase Percentage and Tax Rate Rent Adjustment, as defined in Section 6-232; or (2) also includes Banked Rent, as defined in Section 6-232;
4. The amount of Banked Rent, if any, accumulated since the previous registration;
5. The amount of security deposits or other payments demanded in addition to rent for each Covered Unit; and

6. The number of bedrooms, number of bathrooms, and the presence or absence of a kitchen from each Covered Unit.

(g) *Registration data made available.* The City's Permitting and Inspections Department or its designee is required to make anonymized data from the registration of Covered Units available to the Rent Board at the Board's request. Such data shall not include the names, or street and unit numbers of any reported units.

(Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. No. 246-97, 4-9-97; Ord. 298-14/15, 7-6-2015; Ord. 69-15/16, 10/5/2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018; By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-152. Registration Fees.

(a) *Annual Registration Fee.* Upon initial registration and by January 1st of each year, registrants shall pay the City a registration fee for each rental unit, in the amounts set forth below. A rental unit shall not be considered registered unless and until this fee is paid in full.

(b) *Long Term Rental Registration Fee.* The registrant of a long term rental shall pay fifty dollars (\$50.00) to the City by January 1st of each year. Regardless of any discount a Landlord may be entitled to under subsection (d) below, thirty dollars (\$30) from each registration fee shall be appropriated to Housing Safety Office to cover the administrative expenses of the Rent Board, including the hiring of additional administrative staff if necessary.

(c) *Short Term Rental Registration Fee Structure.* The registrant of a short term rental shall pay the fee specified in the chart below. All fees will be cumulative and will increase based on the number of total units registered by the owner. The fee total will accumulate first by counting any owner occupied, tenant occupied, and/or island rentals first, and then fees will be attributed at the higher rate for any non-owner occupied mainland units.

Owners and tenants may register more than one owner occupied or tenant occupied unit (bedrooms, separate spaces, etc.) within their primary residence.

Owner Occupied Units, Tenant Occupied Units, Island Short Term Rentals	1 st Unit - \$100 2 nd Unit - \$250 3 rd Unit - \$500 4 th Unit - \$1,000 5 th Unit - \$2,000
Non-Owner Occupied Mainland Units	1 st Unit - \$200 2 nd Unit - \$500 3 rd Unit - \$1,000 4 th Unit - \$2,000 5 th Unit - \$4,000

(d) *Registration and Renewal Fee Discounts.* The following discounts shall apply to the registration and renewal fees:

1. \$10 discount for each rental unit within a fully-sprinkled building as verified by a testing report, maintenance report or a maintenance contract, which shall be provided at the time of registration and upon each registration renewal;
2. \$7.50 discount for each rental unit within a building with a centrally-monitored fire alarm as verified by Fire Department logs or an alarm contract, which shall be provided at the time of registration and upon each registration renewal;
3. \$5.00 for a rental unit that has been subject to and has passed a Housing and Urban Development Housing Quality Standard (HQS) inspection within the preceding year as verified by the HQS inspection report, which shall be provided at the time of registration and upon each registration renewal;
4. \$10.00 for a rental unit that has been subject to and has passed a Housing and Urban Development Uniform Physical Condition Standard (UPCS) inspection within the preceding year as verified by the UPCS inspection report, which shall be provided at the time of registration and upon each registration renewal;

5. \$2.50 for a rental unit that is subject to a signed lease which prohibits smoking by tenants as verified by a copy of the current lease, which shall be provided at the time of registration and upon each registration renewal. The existence of and enforcement of this provision may be verified through an inspections of each rental unit.

The total amount of discounts from the annual registration or renewal fee as described above shall not exceed \$20.00 per unit.

(e) Registrations that are not received by January 15, or within 14 days after entering the rental housing market, whichever is later, shall be subject to a late fee of \$50 per unit, and registrations that are not received by February 15, or within 45 days after entering the rental housing market, whichever is later, shall be subject to a late fee of \$200 per unit. Registrations shall not be renewed unless and until the registrant pays any applicable late fee. Incomplete or inaccurate registrations may be rejected and subject to all applicable late fees upon resubmission. The Permitting and Inspections Director may waive a late fee upon a showing of both hardship and good cause as to why the renewal was not timely.

(Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. 298-14/15, 7-6-2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018; Ord. No. 244-18/19, 5-30-2019; By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-153. Limitations on Short Term Rental Units.

(a) *Occupancy Limit.* Overnight short term rental guest occupancy in each rental unit will be limited to two (2) guests per bedroom plus no more than two (2) additional guests.

(b) *Limitation on Total Number of Short Term Rentals.* No more than 400 non-owner occupied mainland short term rental units shall be registered in any one calendar year.

A mainland short term rental unit in an owner-occupied multi-unit, where the unit is not the primary residence of the owner, shall be counted as a non-owner occupied unit.

(c) *Limitations on number of Short Term Rentals an Individual*

or Entity May Register. An individual or entity may only register up to five (5) short term rental unit in the City, including owner occupied, non-owner occupied, and island short term rental units, in any one (1) calendar year. For purposes of this section, short term rental units registered by an entity in which the registrant has an ownership interest shall be counted towards this limit.

(d) No individual or entity may register a short term rental in any single family home unless it is owner-occupied; tenant-occupied with permission of the owner; or located on an Island.

(e) The number of short term rental units that may be operated in a multi-unit building are as follows:

Total # of Units in a Building	# of Short Term Rental Units Allowed in a Building	
	Owner Occupied	Non-Owner Occupied
2	1	1
3	2	2
4	3	2
5	4	2
6-9	5	4
10+	5	5

1. Tenant-occupied units, where the tenant is the registrant, shall be counted towards these limits.
2. Owner-occupied units shall be counted towards these limits.

(f) Notwithstanding the requirements of subsections (c) and (e), owners may register up to five (5) owner-occupied units (bedrooms, separate spaces, etc.) within their primary residence. (Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. 298-14/15, 7-6-2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-154. Allocation of Short Term Rentals.

(a) Non-owner occupied mainland short term rental units, which are limited by section 6-153(b), shall be allocated on a first come, first registered basis. Once the total number of units identified in section 6-153(b) has been reached, a waitlist will be formed to help gauge market demand.

(b) Notwithstanding the limitations in section 6-153, current

registrations of short term rentals may be renewed each year upon application and payment of the registration fee, so long as the renewal is complete by January 1 of that year.

1. Failure to renew by January 1 shall result in the forfeiture of the right to renew the registration, and any subsequent application shall be treated as a new application for registration.
2. The renewal date for 2019 only shall be February 1, 2019.

(c) No registration under this Article shall be transferrable or assignable.

(Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-155. Violations.

Specific violations of this article, subject to the provisions of section 6-1, include, but are not limited to:

(a) Any person, business entity, or other organization failing to timely register a rental unit, including providing all required information and paying the required registration fee;

(b) Any person, business entity, or other organization failing to timely file any required update to the registration;

(c) Any person, business entity, or other organization failing to acquire and/or display the required short term rental registration number;

(d) Any person, business entity, or other organization providing false information with respect to registration. Notwithstanding the provisions of § 6-1, the penalty for such violation shall be \$1,000.00;

(e) Any person, business entity, or other organization renting any rental unit that is not registered under this article, or to permitting the occupancy of such premises without registration;

(f) Failure of short term rental unit owners, tenants, and/or their representatives to adequately respond to inquiries by the City pursuant to 6-152(e) within a forty-eight (48) hour period; (Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-156. Enforcement.

(a) The building authority as defined in section 6-1 or his or her designee is authorized to institute or cause to be instituted by and through the office of the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

(b) No certificate of occupancy shall be issued for property that is subject to the registration requirements of this article, but is not registered in accordance with this article.

(c) Any short term rental at a property that is designated by the City as a disorderly house and fails to remedy the disorderly house as required by section 6-202, shall, at the discretion of the City Manager or his or her designee, have its registration revoked and be ineligible for registration for a period of twelve (12) months. Any registration after revocation shall be considered a new registration and not a renewal. Upon the second designation of the short term rental property as a disorderly house, the City shall, at the discretion of the City Manager or his or her designee, prohibit the registered owner from operating the property as a short term rental or post the property against occupancy pursuant to section 6-201.

(d) Fines may be attributed to Property Management firms found operating short term rental units in violation of this article. These fines may be in addition to fines levied against owners of property.

(e) Violations of the provisions of this article shall be grounds to deny an application or renewal application for a short term rental registration.

(Ord. 179-16/17, 3-27-2017; Ord. No. 29-17/18, 9-18-2017; Order 99-18/19, 11-19-2018)

Sec. 6-157. Revenue Allocation.

Notwithstanding section 6-1(b), all revenue generated from short term rental registration fees and penalties shall be used to first fund short term rental related administrative costs. Any remaining revenue shall be deposited in the Housing Trust Fund, as defined in Section 14-489.

(Ord. 179-16/17, 3-27-2017)

Sec. 6-158. Reserved.
Sec. 6-159. Reserved.
Sec. 6-160. Reserved.
Sec. 6-161. Reserved.
Sec. 6-162. Reserved.
Sec. 6-163. Reserved.
Sec. 6-164. Reserved.

* * * *

ARTICLE XI. TENANT HOUSING RIGHTS

6-219. Purpose.

The purpose of this Article is to address housing insecurity in the City of Portland; to minimize the potential adverse impacts of un-noticed or short-notice rent increases; to educate at-will Tenants of their rights; and to help bring about through fair, orderly and lawful procedures, the opportunity of each person within the City of Portland without regard to, among other things, receipt of public benefits, to rent, enjoy and retain secure housing.

(Ord. No. 76-16/17, 11-21-2016)

6-220. Applicability.

This article shall apply to any and all rental housing units in the City limits of Portland.

(Ord. No. 76-16/17, 11-21-2016)

6-221. Definitions.

Applicant means a prospective tenant for a rental housing unit, who signs or intends to sign a lease or other contractual agreement in relation to the unit.

Discrimination means the unjust or prejudicial treatment of different categories of people, when those categories are protected from discrimination by municipal, state and federal law, including, but not limited to, categories based on race, color, religious creed, sex, sexual preference, national origin, age, physical handicap or mental handicap, and based on receipt

of public assistance, as provided in 5 M.R.S. §4581-A and as amended from time to time.

Housing unit means one (1) or more rooms forming a single unit including food preparation, living, sanitary and sleeping facilities used or intended to be used by two (2) or more persons living in common or by a person living alone.

Landlord means an owner, manager, lessee, sublessee, managing agent or other person having the right to rent or sell or manage any housing unit or rental property or any agent of these individuals or entities.

Rental Application means the written document used by a landlord to determine if an applicant is qualified to become a tenant of a rental housing unit.

Rental Application Fee means any cost, payment, charge or any other kind of expenditure or remuneration, including administrative costs, that an applicant is required to pay in order to have his or her rental application considered by the landlord.

Tenant means an individual, individuals, an entity, entities, a lessee or sub-lessee, or other person having the right to rent any housing unit or rental property or any agent of these individuals or entities. This definition includes a Tenant at will as described in 14 M.R.S. §6002, as amended from time to time.
(Ord. No. 76-16/17, 11-21-2016; Ord. No. 206-19/20, 8-3-2020)

6-222. Discrimination prohibited in sale or rental of housing units.

(a) A Tenant shall have the right to secure a rental housing unit without being refused that right on the basis of discrimination because of race, color, sex, sexual orientation, physical or mental disability, ancestry, national origin, or family status, pursuant to 5 M.R.S. Section 4581-A, et. seq., as amended from time to time.

(b) A Landlord shall not refuse to rent or impose terms of tenancy on any Tenant who is a recipient of federal, state or local public assistance, including medical assistance and

housing subsidies primarily because of the individual's status as a recipient as described in 5 M.R.S. §4581-A(4), as amended from time to time.

(Ord. No. 76-16/17, 11-21-2016)

6-223. Notification of rent increases.

Notwithstanding 14 M.R.S. Section 6015, a Landlord shall give ninety (90) days' written notice of any rent increase to a Tenant.

(Ord. No. 76-16/17, 11-21-2016; By Referendum, 11-8-2022)

6-223.1. Rental applications, generally; application fees prohibited.

(a) Disclosure of Application Criteria. Before accepting a rental application, a landlord must disclose to the applicant, in writing, the criteria on which the application will be judged.

(b) Availability of Units. Landlords shall only advertise rental housing units, receive applications, and screen applicants for rental housing units when such rental housing units are actually available and ready for occupancy or are expected to be available for occupancy within a reasonable time period; provided, however, that an applicant may consent to be screened and placed on a waiting list. For purposes of this Section, a rental housing unit is no longer considered available if a different applicant has been screened by the landlord, has been offered the rental housing unit and accepted it, and has placed a deposit on the rental housing unit. A rental housing unit may be considered available if a tenant of a unit has declared they will not be renewing a lease or have otherwise vacated the property. Landlords shall document the date and time that deposits are placed on rental housing units.

(c) Application Fees. All application fees for rental housing units are prohibited, including, but not limited to, any fees or charges to applicants for the following: national, state and local criminal background checks, credit reports, rental history records and/or reference checks, eviction records and/or employment verification.

(Ord. No. 206-19/20, 8-3-2020; By Referendum, 11-8-2022)

Sec. 6-223.2 Maximum deposit.

Notwithstanding 14 M.R.S. Section 6032, a lease or tenancy at will agreement for a dwelling intended for human habitation may not require a security deposit equivalent to more than the rent for one (1) month.

(By Referendum, 11-8-2022)

6-224. Protection of Tenants.

(a) The Housing and Economic Development Department or its designee shall create and make available on the City's publically accessible web site a plain language document that explains Tenancy at Will and the rights and responsibilities of Tenants and Landlords of rental housing units. That document shall also include a checklist of required notices concerning environmental lead hazards, energy efficiency or radon testing, pursuant to 14 M.R.S. Sections 6030-B, 6030-C, and 6030-D, respectively, as amended from time to time.

(b) The document referenced above shall be provided by Landlords to all Tenants in the City of Portland at the commencement of the rental of a housing unit and shall be provided again upon any update to the document made by the Housing and Economic Development Department.

(c) An acknowledgement of receipt of the documents described above must be signed by all Tenants, and a copy of the acknowledgement kept on file by the Landlord for at least three (3) years and made available for inspection at the request of the City of Portland.

(d) At the time of the annual registration required by Chapter 6, Article VI of the City of Portland Code of Ordinances, all Landlords must certify to the City that they have provided the above-referenced documents to each of their respective Tenants.

(Ord. No. 76-16/17, 11-21-2016; Ord. No. 88-20/21, 9-21-2020)

6-225. Reserved.

***Editor's Note—** Pursuant to Council Order 156-23/24, passed on April 8, 2024, Section 6-225, which created a Rental Housing Advisory Committee, was repealed in its entirety.

6-226. Variation by agreement.

No provision of, or right conferred by, this Article may be waived by a Tenant, by agreement or otherwise, and any such waiver shall be void. Any attempt to require, encourage or induce a Tenant to waive any provision hereof or right hereby shall be a violation of this Article. Nothing herein shall be construed to void any term of a lease that offers greater rights than those conferred hereby.

(Ord. No. 76-16/17, 11-21-2016)

6-227. Limitation of liabilities.

(a) Nothing in this Article shall be interpreted to contravene the general laws of the State of Maine; and

(b) Nothing in this Article shall be construed to create additional liabilities greater than those already existing under law or to create new private causes of action.

(Ord. No. 76-16/17, 11-21-2016)

6-228. Enforcement and remedies.

(a) Any violation of sections 6-223, 6-223.1, 6-224 and 6-225 of this Article may be considered a civil infraction and may be enforced pursuant to the Portland City Code Chapter 1, §1-15.

(b) Any violation of §6-222 of this Article shall be enforced as required by the Maine Human Rights Act, 5 M.R.S. §§4551, et seq.

(Ord. No. 76-16/17, 11-21-2016; Ord. No. 206-19/20, 8-3-2020)

6-229. Severability.

The provisions of this Article are severable. If any of its provisions are held invalid by act of competent jurisdiction, all other provisions of this Article shall continue in full force and effect.

(Ord. No. 76-16/17, 11-21-2016)

ARTICLE XII. RENT CONTROL AND TENANT PROTECTIONS

Sec. 6-230. Purpose.

The purpose of this Article is to address increasing rental costs within the City of Portland; to promote neighborhood and community stability; to protect the City's tenant population; to

limit arbitrary evictions; and to stabilize and make more predictable future rent increases, all while remaining in conformance with Maine law, and ensuring that Landlords within the City receive a fair return on investment.

(By Referendum, 11-3-2020)

Sec. 6-231. Applicability.

This Article shall apply to Rental Units in the City limits of Portland, exempting the following:

(a) Rental Units owned, operated, or otherwise managed by municipal housing authorities, as defined in 30-A M.R.S. §4721(1), as amended;

(b) Accommodations provided in a hospital, convent, church, religious facility, or extended care facility;

(c) Dormitories owned and operated by an institution of higher education, or by Portland Public Schools;

(d) Rental Units within a building containing only two (2), three (3) or four (4) dwelling units, one of which the property owner currently occupies as his or her principal residence;

(e) Accommodations where the amount of rent charged is either controlled or subsidized by a federal, state, or local governmental agency; and

(f) Accessory dwelling units, as defined and understood in Chapter 14 of this Portland City Code.

(By Referendum, 11-3-2020 By Referendum, 11-8-2022)

Sec. 6-232. Definitions.

Allowable increase percentage means the standard amount that the rent of a Covered Unit may be raised within the following Calendar Year, unless a Landlord is entitled to additional increases as provided in Sections 6-233 or 6-234 below. The allowable increase percentage shall be determined on September 1 of each year beginning on September 1, 2021, and shall be equal to 70 percent of the change in the Consumer Price Index (CPI-U) for Greater Boston Metro Area for the preceding twelve (12) months, as published in August by the United States Bureau of Labor Statistics or its designee. For the purposes of this

ordinance, the Rent Board shall presume that the Allowable increase percentage is sufficient to allow a reasonably prudent landlord who received a fair return on investment prior to the enactment of this ordinance to continue to maintain a fair net operating income that increases over time at a just and reasonable rate, yielding a fair return on investment under the normal course of doing business.

Base rent means the initial amount of rent that a Landlord charged for a Covered Unit prior to the increases allowed under this ordinance, as more specifically defined in Section 6-233 of this Article. For the purposes of the ordinance, the Rent Board shall presume that the Base Rent was sufficient to have provided the Landlord a fair return on investment prior to the enactment of this ordinance.

Banked rent means the Base Rent for a Covered Unit, plus any increase in rent to which the Landlord was entitled under Sections 6-233 and 6-234 below, but that was not yet applied to the rent charged to a Tenant.

Constructed means a Rental Unit that has received its final certificate of occupancy from the City's Permitting and Inspections Department, or its designee.

Covered unit means a Rental Unit within the City of Portland that does not fall within a category exempted from this Article by Section 6-231.

Current covered unit means a Covered Unit that is occupied by a Tenant on January 1, 2021.

Discontinued covered unit means a Covered Unit that is not occupied on January 1, 2021 and has not been registered with the City of Portland under Section 6-151 of this Chapter.

Fair return on investment means an amount sufficient to allow a just and reasonable rate of return, to encourage the investment of capital in the rental housing market, to fairly compensate investors for the risks they have assumed, and to achieve minimum constitutionally protected standards. For the purposes of this ordinance, a Fair return on investment must be calculated using Maintenance of Net Operating Income methodology, as that term is used in other jurisdictions with similar ordinances, that presumes the net operating income the landlord

earned from a Covered unit during calendar year 2019 yielded a fair return on investment, unless the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. The Rent Board may adopt rules or regulations to ensure the fair and consistent application of such methodology.

Landlord means an owner, manager, managing agent, sublessor, or other person having the right to rent or sell or manage any housing unit or rental property or any agent of these individuals or entities.

Major renovation or reconfiguration means one or more capital investments or improvements where the total cost of construction or improvement attributable to the Rental unit involved exceeds 20% of the property value, prior to improvement, of the Rental unit involved, as determined by the city's tax assessor.

Qualified family member means a spouse, parent, grandparent, brother, sister, child or grandchild related by blood, marriage, or adoption.

Rent means the consideration, including any deposit, bonus, benefit, or gratuity demanded or received for, or in consideration with, the use or occupancy of rental units and housing services. Such consideration includes, but is not limited to, monies and fair value of goods and services rendered to or for the benefit of the Landlord under the Rental Agreement, or in exchange for a Rental Unit, or housing services of any kind.

Rent board means the set of appointed individuals responsible for the administration of this Article, in accordance with the terms set forth below.

Rent stabilization allowances means collectively the Allowable Increase Percentage and any additional rent increase exemptions approved by the Rent Board under Section 6-234 of this Article.

Rent stabilization ordinance means Chapter 6, Articles XII and XIII of the Code of Ordinances, City of Portland, Maine, as amended.

Rental agreement means a contract between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.

Rental unit means any dwelling unit that is rented or otherwise made available for rent for residential use or occupancy, together with all additional rights, privileges, or services connected with use or occupancy of such a unit, including but not limited to vehicle parking spaces, storage, and commons areas and/or recreational facilities held out for use by the Tenant.

Rental year means a period of twelve (12) consecutive months beginning on January 1, 2021, or the date on which a Covered Unit enters the rental housing market, whichever is earlier.

Tenancy means the right or entitlement of a Tenant to use or occupy a rental unit.

Tenant-Based Rental Assistance means any and all forms of tenant-based rental assistance and vouchers, including but not limited to:

- (a) Tenant-based rental assistance through the Section 8 Housing Choice Voucher Program, 42 U.S.C § 1437f (o);
- (b) Tenant-based rental assistance through the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C § 12701 et seq.;
- (c) Tenant-based rental assistance under the HOD-Veterans Affairs Supportive Housing (HUD-VASH), authorized by § 8 (o) (19) of the United States Housing Act of 1937, 42 U.S.C. § 1437f (o) (19);
- (d) Tenant-based rental assistance through the Shelter Plus Care Program authorized by title IV, subtitle F, of the Stewart B McKinney Homeless Assistance Act, 42 U.S.C. §§ 11403-11407b, as amended;
- (e) Tenant-based rental assistance through the Supportive Housing Program authorized by title IV, subtitle F, of

the Stewart B McKinney Homeless Assistance Act, 42 U.S.C. §§ 11381-11389, as amended;

- (f) Tenant-based rental assistance through the Section 8 Disaster Voucher Program (DVP);
- (g) Tenant-based rental assistance through the Housing Opportunities for Persons with AIDS (HOPWA) Program, 42 U.S.C. § 12901 -12912 as amended;
- (h) Tenant-based rental assistance through the Community Block Grant Program, 42 U.S.C. § 5301 et seq. as amended;
- (i) Tenant-based rental assistance through the Continuum of Care Program authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§ 11381-11389;
- (j) Tenant-based rental assistance through the Rural Development Voucher Program authorized through § 542 of the Housing Act of 1949, as amended. See 78 Fed. Reg. 49374 (Aug. 14, 2013) (proposed rule);
- (k) Tenant-based rental assistance through the Maine Bridging Rental Assistance Program, authorized by M.R.S. Title 34-B § 3011;
- (l) Tenant-based rental assistance through the Maine State Housing Authority Home To Stay Program, M.R.S. Title 30-A § 4771;
- (m) Tenant-based rental assistance through the Maine State Housing Authority Stability Through Engagement Program, M.R.S. Title 30-A § 4771;
- (n) Tenant-based rental assistance through the City of Portland's Tennant Based Rental Assistance Program, M.R.S. Title 30-A § 4771;
- (o) Tenant-based rental assistance through the City of Portland's General Assistance Program, authorized by M.R.S. Title 22 § 4301 et seq.; and

- (p) Such other Tenant-based rental assistance or rental vouchers or rental coupons as may be authorized under any federal, state, or local program.

Tenants Union means any group, organization, committee, collective, association or entity, whether incorporated or unincorporated, of any kind, whatsoever, in which tenants participate and which exists for the purpose, in whole or in part, of dealing with Landlords concerning rental conditions or any matter related to the Landlord-tenant relationship, including but not limited to the rights and interests of tenants under this Chapter.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-233. Establishment of base rent.

(a) *Base Rent for Current Covered Units.* Beginning on January 1, 2021, each Covered Unit shall be registered with the City in accordance with Section 6-151. Such registration must include proof of the rent charged by the Landlord for each Covered Unit as of June 1, 2020 (i.e., through presentation of a valid Rental Agreement, rent payment receipt, or other acceptable means within the opinion of the City). This amount shall be the Base Rent for purposes of the Rent Stabilization Ordinance, except as otherwise provided within this section..

(b) *Base rent for Discontinued Covered Units.*

(i) If a Covered Unit was not required to be registered with the City as of April 1, 2021, but is required to be registered with the City after such date, the Base Rent shall be the amount of Rent charged 120 days prior to the date when the Covered Unit became required to be registered, or if no Rent was charged at such time, the first Rent charged by the Landlord any time thereafter. The Base Rent for any new Covered Unit entering the rental housing market for the first time shall be the Rent charged to the first Tenant, as set by the Landlord.

(ii) If a Covered Unit was required to be registered with the City as of April 1, 2021, but is removed from the rental housing market, the Base Rent for such a Covered Unit upon reentry

to the rental housing market shall be the Banked Rent, as measured from the time the Covered Unit was removed from the rental housing market.

(iii) If a Covered Unit was required to be registered with the City as of January 1, 2021, but is subsequently removed from the rental housing market for a period of at least sixty (60) months, the Base Rent for such a Covered Unit shall be the Rent charged to the first Tenant upon reentry into the rental housing market, as set by the Landlord.

(c) *Base rent following major renovation or reconfiguration of Covered Units.* Upon a major renovation or reconfiguration of a Covered Unit, the Landlord may charge no more than the Banked Rent for that unit, or may apply to the Rent Board for determination of the appropriate increased Base Rent. When determining the appropriate increased Base Rent, the Rent Board may consider factors including the increase in floor area, the addition or upgrade of amenities, the amount necessary to ensure a fair return on investment, and any other factor determined relevant in the opinion of the Rent Board; the Rent Board may consider any amount of Banked Rent accrued for that unit, but after determining the appropriate Base Rent, all previously accrued Banked Rent shall be forfeited..

(d) *Base rent following consolidation of Covered Units.* When two (2) or more Covered Units are consolidated to create a single Covered Unit, the Base Rent for the resulting Covered Unit shall be equal to the Banked Rent of the larger of the two previously-existing Covered Units, increased by a percentage equal to the increase in square footage of the new Covered Unit.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-234. Rent increase limitations.

(a) Beginning on September 1, 2021, and occurring no later than September 1 of each subsequent year, the Housing Safety Office shall establish and publish the Allowable Increase Percentage for the following calendar year, and shall announce and explain the methodology for calculating the Allowable Increase Percentage at the first meeting of the Rent Board

following such publication. The Rent Board shall hear public comment after such announcement.

(b) A Landlord may not increase the rent charged for a Covered Unit within twelve (12) months following a previous Rent increase. After twelve (12) months, the Landlord may only increase the rent charged for a Covered Unit by an amount that conforms to the following specifications:

1. *Annual Increase Percentage.* Unless a Landlord qualifies for an additional increase as further described below, rent for a Covered Unit may not be increased by more than the Allowable Increase Percentage.
2. *New Tenancy.* A landlord may increase the rent on a Covered Unit by five percent (5%) of the base rent in addition to any other allowable increases when a new tenant occupies a unit, but only if the previous Tenancy was terminated voluntarily by the previous Tenant, without coercion or unreasonable influence from the Landlord. This increase may be applied at most once per twelve (12) months, regardless of the number of new tenancies. The Housing Safety Office shall investigate any report that the Tenancy was not terminated voluntarily by the Tenant, or that the Tenant was coerced or unreasonably influenced by the Landlord to terminate the Tenancy. Any tenancy in which the property owner served the tenant with a notice to quit or summons and complaint for forcible entry and detainer shall not be deemed to be a situation in which the previous tenant voluntarily terminated the tenancy.
3. *Banked Rent.* If the Landlord has banked additional rent increases, in accordance with Section 6-235 below, this banked amount, in whole or in part, may be added to the increases permitted by subsections (i) and (ii) above.
4. *Additional Rent Board Approved Increases necessary to ensure a fair return on investment.* In addition to the above rent adjustments, upon receipt of an application submitted by the Landlord, the Rent Board may approve additional rent increases necessary to ensure a fair return on investment.

To calculate what amount is necessary to ensure a fair return on investment, the Rent Board shall employ generally acceptable Maintenance of Net Operating Income methodology, and may not consider any valuation-based or capitalization-based methodology or any calculation or methodology factoring market rent or market value of the Covered Unit.

Rent board approval under this provision is intended to ensure a fair rate of return under abnormal, unexpected, or irregular circumstances, including, but not limited to, capital improvements and minor renovations, uninsured repairs, the provision of new housing services, revaluation for property tax assessment, or other unusual expenses. The Rent Board shall presume that the Allowable Increase Percentage will be sufficient to satisfy all regular increases in operating costs, routine maintenance expenses, and other normal or regular costs or expenses, allowing the Landlord to maintain a fair return on investment.

The Landlord submitting an application for an additional rent increase bears the burden of proof, including the burden of providing all necessary documentation, to demonstrate that the increase is necessary to receive a fair return on investment. Such documentation shall include, but is not limited to: historical net operating income, revenue and expenses; the costs and expenses requiring Rent board approval of an additional increase; and what portion of shared costs and expenses can be fairly attributed to each individual covered unit.

(c) At no time may a Landlord raise the rent of a Covered Unit by more than ten (10) percent. Any rent increases available to a Landlord in excess of ten (10) percent must be banked for later use.

(d) Before increasing the rent of a Covered Unit, a Landlord must send a signed document to the Tenant(s) no fewer than ninety (90) days before the effective date of the rent increase. This document must include the date on which the Tenancy began, the date on which the rent will be increased, the amount of the

increase, any remaining Banked Rent that has not been included in the Rent increase, and the appropriate justifications for such a rent increase as defined in Section 6-234(b) above. Failure to provide such documentation shall be considered a violation of this Article, and any notice not containing all such documentation shall be void.

(e) Tenants, individually or collectively, who receive notice of a rent increase that they believe does not conform with this Section may file a complaint with the Housing Safety office. The Housing Safety office shall promptly investigate such complaint and take appropriate action. If, within fourteen (14) days of filing such a complaint, the notice is not rescinded by the Landlord, an appeal of said rent increase may be filed with the Rent Board. Upon receipt of the appeal, the Rent Board shall schedule a public hearing to be held no more than twenty-one (21) days after the filing of the completed appeal application. At the public hearing, the Board will consider de novo the rent charged under the existing Rental Agreement, the amount of the proposed new rent, and the factors which may or may not allow such an increase in accordance with this Article. Upon consideration of such evidence, the Board will render a decision as to whether the increased rent is allowable. An increase determined by the Board to be more than is allowed by this Article shall be considered a violation and the Board may determine the appropriate penalty for any such violation in a manner consistent with the provisions of this Code. Multiple tenants collectively alleging the same or similar violations against a single Landlord, including but not limited to a Tenants Union or members of or participants in a Tenants Union, may file their complaints or appeals collectively as a single document, and the Rent Board shall hear all such matters together as a single complaint or appeal; but notwithstanding such consolidated hearing the Rent Board may elect to issue separate decisions.

f) A landlord who is not in substantial compliance with any provision of this chapter, including but not limited to the Rent Stabilization Ordinance, may not demand, accept or retain any rent increase otherwise permitted by this section or any other provision of this Code or Maine statute.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-235. Process of banking rent increases.

If a Landlord chooses to not impose any rent increases to which they are entitled pursuant to Section 6-234 above, these increases may be banked, in whole or in part, with the annual registration required under Section 6-151. Banked increases may be used to raise the rent of Covered Units in subsequent years in addition to Rent Stabilization Allowances, subject to the limitations in Section 6-234, including that no single increase of such rent shall exceed ten (10) percent.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 235.1. Alternative calculation of maximum allowable rent.

At no time shall any Landlord charge Rent on a Covered Unit that exceeds the Base Rent plus any accrued increases allowed under this Ordinance, and any Landlord who charges Rent on a Covered Unit that is greater than such amount is in violation of this Ordinance. This section shall not be construed to retroactively revoke any allowable increases accrued under previous versions of this Ordinance.

(By Referendum, 11-8-2022)

Sec. 6-236. Termination of Tenancies.

(a) In order to be terminated by a Landlord, all tenancies must be terminated by providing a minimum of 90 days' written notice to Tenant except as provided below:

1. "For Cause" tenancies terminable on 7 days' notice pursuant to 14 M.R.S. § 6002(1) may be terminated in accordance with Section 6002(1);
2. Short-term rentals with a term of fewer than 30 days' are exempt from the 90-day notice period outlined herein;
3. Where a Landlord provides the amount of one month's rent as reimbursement to Tenant for the inconvenience of termination, tenancies may be terminated by notice to the Tenant of sixty (60) to eighty-nine (89) days;
4. Where a Landlord provides the amount of two months' rent as reimbursement to Tenant for the inconvenience of termination, tenancies may be terminated by notice to the Tenant of thirty (30) to fifty-nine (59) days.

(b) Reimbursement amounts outlined under subsections (a) above are lump-sum amounts payable in a single installment for the collective benefit of all tenants of a unit. Tenants are responsible for allocating the reimbursement amount among themselves.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-237. Discrimination prohibited in sale or rental of housing units.

(a) A tenant shall have the right to secure a rental housing unit without being refused that right on the basis of discrimination because of race, color, sex, sexual orientation, physical or mental disability, ancestry, national origin, or family status, pursuant to 5 M.R.S. Section 4581-A, et. seq., as amended from time to time.

(b) A landlord shall not refuse to rent or impose terms of tenancy on any tenant who is a recipient of federal, state or local public assistance, including medical assistance and housing subsidies primarily because of the individual's status as a recipient as described in 5 M.R.S. §4581-A(4), as amended from time to time.

(c) It shall be prohibited for a landlord to refuse to rent or negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any tenant because of the tenant's source of income or because of the requirements of any program providing the source of income;

(d) It shall be prohibited for or a landlord to refuse to participate in or comply with any federal, state, or local requirements of a tenant-based rental assistance program, including, but not limited to the following:

1. Refusing to allow inspections of a dwelling by the public housing authority or other entity administering a tenant-based rental assistance program.
2. Refusing to make reasonable repairs necessary for the dwelling to meet the housing quality standards of the tenant-based rental assistance program; such repairs will be considered reasonable if they do not

substantially alter or change the housing unit or do not require repairs substantially different from those that would be required to bring the rental unit into compliance with the Maine Warranty of Habitability Act or local building or housing codes applicable for new construction.

3. Refusing to complete any necessary paperwork, including but not limited to such documents as the Request for Tenancy Approval form, the Housing Assistance Payments Contract, and the Tenancy Addendum or applicable General Assistance forms; and
4. Refusing to provide information required by the public housing authority or other entity administering the source of income or tenant-based rental assistance program.

(e) It shall be prohibited for a Landlord to refuse to rent or negotiate for the rental of, otherwise make unavailable or deny, a dwelling to a Tenant, retaliate against, or otherwise discriminate against a Tenant because the Tenant, or a Tenants Union on behalf of the Tenant, has complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance, or because the Tenant is a member of or participates in a Tenants Union. There is rebuttable presumption that any adverse action by the Landlord, including but not limited to forcible entry and detainer, was commenced in retaliation against the Tenant if, within six months prior to the commencement of the adverse action the Tenant, or a Tenants Union on behalf of the Tenant, complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-238. Notice of ordinance to tenants.

(a) The Planning Department or its designee shall create and make available on the City's publicly accessible web site a plain language document that explains the rights, responsibilities, and protections created by this Ordinance.

(b) The document referenced above shall be provided by Landlords to all Tenants in Covered Units at the commencement of

the rental of the Covered Unit and shall be provided again upon any update to the document made by the City.

(c) An acknowledgement of receipt of the document described above must be signed by all Tenants, and a copy of the acknowledgement kept on file by the Landlord for at least three (3) years and made available for inspection at the request of the City of Portland.

(d) Landlords of buildings shall post a copy of the document referenced above in at least one (1) conspicuous common area within the building housing the Covered Units.

(By Referendum, 11-3-2020)

Sec. 6-239. Non-waiver of rights.

No provision of, or right conferred by, this Article may be waived by a Tenant, by agreement or otherwise, and any such waiver shall be void. Any attempt to require, encourage, or induce a Tenant to waive any provision hereof, or right hereby, shall be a violation of this Article. Nothing herein shall be construed to void any term of a Rental Agreement that offers greater rights than those conferred hereby.

(By Referendum, 11-3-2020)

Sec. 6-240. Enforcement and remedies.

Any violation of this Article is considered a civil infraction; all such violations, including any penalty determined to be appropriate by the Rent Board, shall be enforced pursuant to the Portland City Code Chapter 1, §1-15. Violations of this Article, including enforcement of penalties for all such violations, shall be given the highest enforcement priority by the City.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-241. Limitation of Liabilities

(a) Nothing in this Article shall be interpreted to contravene the general laws of the State of Maine.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-242. Severability.

The provisions of this Article are severable. If any of its provisions are held invalid by act of a court of competent jurisdiction, all other provisions of this Article shall continue in full force and effect.

(By Referendum, 11-3-2020)

Sec. 6-243. Tenants Unions.

(a) Any Tenants Union shall have standing as a party to assert the rights or interests of any Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding brought before the Housing Safety Office, the Rent Board, or the Superior Court in an appeal from any final decision under this Chapter in accordance with Rule 80B of the Maine Rules of Civil Procedure.

(b) The Housing Safety Office shall create a registration form and accept the registration of Tenants Unions representing Tenants with rights and interests under this Chapter. Such registration shall include the name, telephone number, and e-mail address of a principal contact for the Tenants Union. The Housing Safety Office shall maintain and publish a list of Tenants Unions registered under this section, including contact information, for use by Tenants wishing to join or contact a Tenants Union. Nothing in this Section shall be construed to require a Tenants Union to register with the City. The City shall be prohibited from requesting, collecting, maintaining or publishing the names of individual Tenant members of any Tenants Union.

(By Referendum, 11-8-2022)

Sec. 6-244. - Sec. 6-249. Reserved.

ARTICLE XIII. RENT BOARD

Sec. 6-250. Creation; composition.

There shall be a Rent Board of seven (7) members. Members of the Rent Board shall be residents of the city and shall not be officers or employees of the city or any of its agencies or departments.

Two (2) members shall be appointed to fill at-large seats, and may reside in any part of the city. The remaining five (5)

members shall be comprised of one member from each of the five (5) city council districts with the highest concentration of Rental Units. Should the location of said city council districts be changed, the districts of Rent Board members shall change to mirror such changes.

The City shall take reasonable steps, but is not required, to appoint to the Rent Board with no more than three (3) landlords and at least three (3) tenants.
(By Referendum, 11-3-2020 By Referendum, 11-8-2022)

Sec. 6-251. Appointment; terms.

The members of the Rent Board shall be appointed by the Mayor, subject to the approval of the City Council for terms of three (3) years. Such members shall serve until their successors are duly appointed and qualified. Such terms shall be staggered so that the terms of not more than three (3) members shall expire in any calendar year.
(By Referendum, 11-3-2020 By Referendum, 11-8-2022)

Sec. 6-252. Vacancies.

Permanent vacancies on the Rent Board shall be filled by the City Council, in the same manner as other appointments hereunder, for the unexpired term of the former member.
(By Referendum, 11-3-2020)

Sec. 6-253. Removal of members.

Any member of the Rent Board may be removed for cause by the City Council at any time; provided, however, that before any such removal, such member shall be given an opportunity to be heard in his or her own defense at a public hearing.
(By Referendum, 11-3-2020)

Sec. 6-254. Compensation.

Members of the Rent Board shall serve without compensation.
(By Referendum, 11-3-2020)

Sec. 6-255. Chair and vice-chair.

(a) The members of the Rent Board shall annually elect one (1) of their number as chair to preside at all meetings and

hearings and to fulfill the customary functions of that office, and another of their number as vice-chair. The chair may administer oaths. The chair shall have the right, upon request, to designate any person or organization as a specially interested party for purposes of offering evidence and conducting cross-examination at hearings.

(b) In the absence of the chair, the vice-chair shall act as chair and shall have all the powers of the chair. The vice-chair shall have such other powers and duties as may from time to time be provided by the rules of the Rent Board.

(By Referendum, 11-3-2020)

Sec. 6-256. Staff secretary; minutes, public records.

The Housing Safety Office shall designate a member of its staff to serve as staff secretary of the Rent Board and attend all its proceedings. The staff secretary shall keep the minutes of the proceedings of the Board, showing the vote of each member on every question, or his or her absence or failure to vote, and shall maintain the permanent records and decisions of all board meetings, hearings and proceedings, and all correspondence of the board, as required by statute. Such records shall be public records open to inspection during working hours upon reasonable notice.

(By Referendum, 11-3-2020)

Sec. 6-257. Quorum and necessary vote.

As to any matter requiring a hearing, no business shall be transacted by the Rent Board without a quorum, consisting of four (4) members being present. The concurring vote of at least four (4) members shall be necessary to authorize any action by the Board. If less than a quorum is present, the hearing may be adjourned from time to time for a period not exceeding three (3) weeks at any one time. The staff secretary shall notify in writing all members of the date of the adjourned hearing and shall notify such other interested parties as may be directed in the vote of adjournment.

(By Referendum, 11-3-2020)

Sec. 6-258. Meetings, hearings, and procedures.

(a) Regular meetings of the Rent Board shall be held at the call of the chair or as provided by the rules of the board. Special meetings shall be called by the chair at the request of any three (3) members of the Board or at the request of the city council. All meetings and hearings of the board shall be open to the public.

(b) The Rent Board shall adopt its own rules of procedure for the conduct of its business not inconsistent with the statutes of the state and this article. Such rules shall be filed with the staff secretary and with the city clerk. Any rule so adopted which relates solely to the conduct of hearings, and which is not required by the statutes of the state or by this article, may be waived by the board upon good cause being shown.
(By Referendum, 11-3-2020)

Sec. 6-259. Public hearings.

Public hearings shall be held as required by the various statutes, codes, and ordinances pursuant to which matters are brought before the Rent Board and shall be conducted in accordance with relevant state law, this code, and the rules of the board.
(By Referendum, 11-3-2020)

Sec. 6-260. Record and decisions.

(a) The minutes of the staff secretary, and the transcript if one (1) is made, and all exhibits, papers, applications, and requests filed in any proceeding before the Rent Board, and the decision of the Board shall constitute the records.

(b) Every final decision of the Rent Board shall include written findings of fact, and shall specify the reason or reasons for such decision.

(c) The staff secretary shall mail notice of any decision of the Rent Board to the applicant and any designated interested parties within five (5) days of such decision.
(By Referendum, 11-3-2020)

Sec. 6-261. Conflicts.

No member of the Rent Board shall participate in the hearing or disposition of any matter in which they have an interest, as defined by 30-A M.R.S.A. § 2604(4), as amended.
(By Referendum, 11-3-2020)

Sec. 6-262. Appeals to Superior Court.

An appeal from any final decision of the Rent Board as to any matter over which it has final authority may be taken by any party or by any authorized officer or agent of the City to the Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.
(By Referendum, 11-3-2020)

Sec. 6-263. Jurisdiction and authority.

In addition to the jurisdiction conferred on it by other ordinances of the City and in accordance therewith, the Rent Board shall have the following jurisdiction and authority:

(a) To hear, review, and approve or deny Landlord applications for rent increases greater than the Allowable Increase Percentage, as provided for in Section 6-234 above;

(b) To hear, review, and approve or deny Landlord applications for increases in Base Rent due to the major renovation or reconfiguration of existing Covered Units, as provided for in Section 6-234 above;

(c) To hear, review, and grant or deny complaints or appeals from Tenants, individually or collectively, regarding Rent charges or Rent increases not in compliance with the Rent Stabilization Ordinance, or other matters falling within the scope of the Rent Stabilization Ordinance, or allegations violations of Maine statute regarding the habitability of residential units; such appeals shall be heard and decided de novo;

(d) To hear, review, and approve or deny any requests from Landlords for an extension of time in which to reinstate Tenants temporarily displaced due to the Landlord's performance of necessary capital improvements to the Covered Unit and/or the building in which said unit is housed;

(e) To mediate any dispute arising between Landlords and Tenants where both parties request such mediation by submitting the landlord/tenant mediation form, as maintained and edited by the Housing Safety Office, signed by both Landlord and Tenant; all parties to such mediation must agree and shall be required to mediate in good faith; such authority to mediate disputes shall not be construed to limit the Rent Board's authority to hear, review or decide any tenant complaint or appeal without the consent of the Landlord; the Board may appoint one or more of its members, in lieu of the full Board, to mediate disputes on a rotating basis, and such mediation may be conducted outside of a public hearing, and a quorum of the Rent Board shall not be required for such mediation;

(f) To determine, in a manner consistent with the provisions of this Code, what penalties are appropriate for violations of the provisions of the Rent Stabilization Ordinance that are determined by the Rent Board;

(g) To prepare and recommend to the City Council changes and amendments to the City's Rent Stabilization Ordinance;

(h) To prepare an annual report on the state of the City's rental unit availability, which shall be presented to the City Council as part of a regularly-scheduled public hearing. This report shall include a summary of rents within each of the five (5) council districts. Such reporting may or may not be done in conjunction with similar reporting required of the City's Rental Housing Advisory Committee, as established by this Chapter;

(i) To adopt or amend, subject to approval by the City Council, such rules and regulations as are necessary to implement, or to allow for the efficient and consistent application of, the provisions of the Rent Stabilization Ordinance, including but not limited to rules and regulations governing the proceedings of the Rent Board's hearing of Landlord applications or of Tenant complaints or appeals and rules and regulations providing standard procedures and methodology for calculating the amount of rent necessary to allow the Maintenance of Net Operating Income and yield a Fair Return on Investment under various circumstances; the Board may adopt, subject to approval by the City Council, rules and regulations, including methodology, allowing the Housing Safety Office or a hearing officer to review Landlord applications and to complete standard

calculations in order to provide for or facilitate an expeditious process and efficient consideration by the Rent Board; Rules and Regulations adopted pursuant to this authority, and any amendments thereto, shall become effective only when approved by the City Council, and shall be kept on file in the Housing Safety Office;

(j) To initiate changes and amendments to the city's Rent Stabilization Ordinance.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

CITY OF PORTLAND LAND USE CODE



amended 5/19/25



shall be presumed to have converted in violation of this article.

- C. Option to purchase.** For a 60-day period following the giving of notice as required in Subsection 17.4.3(A), the developer shall grant to the tenant an exclusive and irrevocable option to purchase the unit of which the tenant is then possessed, which option may not be assigned. If the tenant does not purchase or contract to purchase the unit during the 60-day period, the developer may not convey or offer to convey the unit to any other person during the following 180 days at a price or on terms more favorable than the price or terms previously offered to the tenant, unless the more favorable price or terms are first offered exclusively and irrevocably to the tenant for an additional 60-day period. This subsection shall not apply to any rental unit that, when converted, will be restricted exclusively to nonresidential use. If, within two years after a developer records a declaration of condominium, the use of any such unit is changed such that but for the preceding sentence, this subsection would have applied, the developer shall be presumed to have converted in violation of this article.

17.4.4 Relocation payments

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two months, provided that this requirement shall not apply to any tenant whose gross income exceeds 80% of the median income of the Portland SMSA, adjusted for family size, as determined by the

U.S. Department of Housing and Urban Development at the time notice is given as required in Subsection 17.4.3. Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

17.4.5 Conversion permit

Before conveying or offering to convey a converted unit, the developer shall obtain a conversion permit from the Building Authority. The permit shall issue only upon receipt of a completed application therefore in a form to be devised for that purpose, payment of a fee of \$25,000 per converted unit, to be adjusted annually in the same way as the fee under Chapter 14, Section 17.1.8 of this code, at least \$1,000 of which shall be appropriated to the Housing Safety Office for the administration and enforcement of the Rent Stabilization Ordinance, Chapter 6, Articles XII and XIII of this code, and the remainder of which shall be paid into the Jill C. Duson Housing Trust Fund, and a finding, upon inspection, that each unit, together with any common areas and facilities appurtenant thereto, is in full compliance with all applicable provisions of Chapter 6, Articles II, III, and V and Chapter 10, Article II of the City of Portland Code of Ordinances, and the Life Safety Code as adopted by the state. The developer shall post a copy of the permit in a conspicuous place in each unit and shall make copies available to prospective purchasers upon request.

17.4.6 Variation by agreement

No provision of or right conferred by this Section 17.4 may be waived by a tenant, by agreement or



To: Anna Bullett, Chair Health & Human Services Committee and Pious Ali, Chair Housing & Economic Development Committee

CC: Members of the Housing & Economic Development Committee and the Health & Human Services Committee, Dena Libner, Assistant City Manager

From: Kate Sykes, Councilor Dist. 5

Date: Jun 20, 2025

RE: Redlined Amendments to RFP #25XXX – Barron Center Early Childhood Education Pilot

Councilors Bullett and Ali,

At the June HEDC meeting, the committee voted to postpone recommending RFP #25XXX in order to ensure this proposal positions the project not just as a space lease, but as a public-sector pilot in systems change. The intent is to ensure that our efforts to stand up an Early Childhood Education (ECE) Center in a publicly owned space is embedded in a policy and equity strategy that reflects the substantial groundwork laid by the HHS Committee.

After reviewing the video and backup material from the February 11, 2025 HHS meeting and conducting a nationwide policy review, I am offering a redlined version of the RFP that more closely aligns with the HHS Committee’s policy recommendations, your proposed amendment to the FY2026 budget to extend the Portland Childcare Voucher Collaborative (PCVC), and feedback received from stakeholders in Portland’s child care provider community.

I believe the revised RFP reflects our shared policy goals: to stabilize the ECE workforce, support municipal employees, expand access for low-income families, and treat Early Childhood Education as essential civic infrastructure. Below are summaries and justifications for the proposed amendments.

Amendment 1. Clarify Vision and Intent (Section II: Introduction)

This RFP seeks to establish a pilot project for municipally supported Early Childhood Education (ECE). This pilot is intended not only to provide high-quality, affordable, all-day ECE for the children of city residents and City of Portland employees, but also to inform policy development in partnership with community stakeholders. Respondents are encouraged to propose models that address ECE workforce development, affordability, and fair access for all families.

Rationale: This language clearly signals the City’s intention to use this site as a long-term public-private model, not simply a tenanting opportunity. It connects the project to broader policy goals discussed by HHS, including affordability, workforce development, and civic infrastructure planning.

Amendment 2. Public Benefit in Exchange for Rent (Section III.A.3: “Lease Term; Rental Fee Proposal”)

Depending on the proposal and other factors, the City may consider a below-market rental fee in exchange for verifiable public benefit, including tuition subsidies, participation in workforce development programs, or infrastructure investments. Respondents should itemize how reduced rent will directly translate into public benefit.

Rationale: This amendment acknowledges that family affordability is only one piece of a much larger challenge. Rent relief should not function as a general subsidy; it should be tied to broader system goals—such as workforce stabilization, access for underserved families, and infrastructure improvement. By linking reduced rent to measurable public benefit, this clause encourages providers to contribute to structural solutions, not just short-term affordability for a narrow group.

Amendment 3. Phased Scaling Plan (Section III.A.3: “Lease Term; Rental Fee Proposal”)

Respondents proposing to lease less than the full space must include a plan to scale up to full capacity within three years, pending licensure and workforce availability.

Rationale: While acknowledging current workforce constraints, this amendment strengthens the City’s expectations for full use of the site. The original RFP was vague about scaling, which risked long-term underutilization of a valuable public asset. By requiring respondents to present a phased expansion plan, the City signals its commitment to ensuring that public space is leveraged for maximum community benefit as workforce conditions improve.

Amendment 4. Enrollment & Tuition Equity (Section III.A.4: Enrollment; Tuition Schedule)

The City seeks to pilot a year-round enrollment model that balances City of Portland workforce support, public access, and affordability.

Successful respondents will be required to:

- Reserve at least 50% of available slots for families eligible for public assistance programs, including the Child Care Affordability Program (CCAP), Head Start, or City-sponsored early education vouchers. These families may include both City of Portland employees and general residents.
- Ensure that a minimum of 25% of total slots are available to Portland residents who are not employed by the City, to preserve broad community access.
- Provide priority access within remaining enrollment to children of City of Portland employees, in recognition of the City’s commitment to supporting its workforce.

In addition, respondents must:

- Include a detailed explanation of their enrollment processes, including how the prioritization of Portland employees will be implemented within the structure described above. Please note that the provider will be responsible for administering enrollment for all participants, including City of Portland employees.
- Submit a tuition schedule, including any income-based tiers, copay structures, or fee reductions.
- Indicate whether they will accept reimbursement from the State of Maine's Child Care Assistance Program (CCAP) and the Child and Adult Food Care Program (CACFP); and any City-administered voucher program piloted during the lease term. The City will work with respondents to identify eligible families, administer funds, and evaluate impact. Preference will be given to respondents that participate in these programs.
- Provide a proposed teacher/employee pay range and describe any benefits that may be offered to staff, including health care, paid leave, or professional development supports.

Rationale: This amendment adjusts the balance of access without eliminating the important priority for municipal employees. The original RFP structure centered the needs of City staff by encouraging that up to 50% of total enrollment be set aside for them. While addressing employee needs is essential—especially in light of survey data showing a lack of child care as a major barrier to workforce retention, that structure placed employees at the center of a publicly subsidized program, when our values call for centering equity and public good. The updated language also affirms participation in existing public funding mechanisms, including CCAP and CACFP, as well as the Portland Childcare Voucher Collaborative (PCVC), ensuring financial accessibility for families across income levels.

The revised language creates a three-part framework:

- 50% of seats must go to families eligible for public child care assistance—advancing affordability and equity, as prioritized by the HHS Committee;
- A guaranteed 25% for Portland residents who are not City employees—ensuring the community has direct access;
- Priority access for remaining seats to City employees—without guaranteeing a fixed portion, giving providers the flexibility to meet demand while still responding to staffing needs.

This approach honors the spirit of the original proposal by supporting City workers, while also ensuring that this pilot reflects the City Council's stated goals around equity.

Amendment 5. Require Participation in Maine Salary Supplement Program (Section III.A.5: Staff Compensation)

Respondents must participate in Maine's Early Educator Salary Supplement Program and agree to submit staff information necessary for eligibility and reimbursement. The City intends to match these stipends or otherwise augment wages through a local pilot program during the lease term.

Rationale: This is essential to stabilizing the early care workforce. The supplement program is active statewide and widely used. It opens the door for the Council to develop a local matching program to support wage elevation and retention over the lease period.

Amendment 6. Intergenerational Program Language (New Section III. A.6: Promoting Intergenerational Learning and Therapeutic Benefit)

Respondents should include any plans for intergenerational programming in partnership with the Barron Center or Office of Elder Affairs; the City views such models as a potential innovation with therapeutic and community benefits.

Rationale: The co-location with elder services creates a real opportunity. This clause encourages but does not mandate creative programming to maximize opportunities presented by the site.

Amendment 7. Evaluation & Transparency Clause (New Section III.A.11: Reporting and Evaluation Requirement)

Respondents will anticipate the submission of quarterly reports to the City on enrollment demographics and program utilization; staff compensation and turnover; use of CCAP, CACFP, and other public subsidies; Tuition schedule and copay levels by income band; Participation in workforce supplement or training programs. These reports will inform an annual review by the City Council's HHS and Committees and may be used to evaluate renewal or expansion.

Rationale: Public investment must come with public transparency. These data points mirror other municipal ECE pilots and will help us shape future programs.

Note on Terminology: In several sections, the term “Child Care” has been revised to “Early Childhood Education” or “ECE.” This change reflects an intentional shift in how we frame this work: not simply as supervision or custodial care, but as essential educational infrastructure. As Councilor Bullett rightly noted, words matter. That said, I also recognize that state licensure categories and funding programs still use the term “child care,” and I have tried to preserve that language where legal or programmatic references make it necessary. Going forward, we should continue to reinforce this shift while remaining clear and accessible.

In Summary

I want to acknowledge that the original RFP prepared by staff was thoughtful, well-crafted, and responsive to the practical realities of early childhood education administration. The amendments I've proposed are not intended as a critique, but as a complement. They reflect the Council's broader policy role and are grounded in the excellent foundation laid by the HHS Committee.

I recognize that setting too high a bar could unintentionally narrow the pool of applicants. I have tried to strike a balance—raising our sights without making participation unfeasible. It is already a visionary step for the City to devote public resources to municipally supported early education. The goal of these revisions is not to make the work harder, but to align it with the ambition I believe this moment calls for.

Because the HHS Committee has led the City’s policy thinking on this issue, I would recommend that they review and provide input on these amendments before the HEDC forwards a final version to the full Council.



CITY OF PORTLAND, MAINE

**LICENSED EARLY CHILD CARE ~~CARE~~ HOOD EDUCATION
PROVIDER**

RFP #25xxx

June xx, 2025

RFP #25xxx

LEGAL NOTICE

City of Portland, Maine

Request for Proposals

“LICENSED EARLY CHILDHOOD - CARE EDUCATION CENTER PROVIDER”

RFP #25xxx

The City of Portland, Maine seeks proposals from qualified persons or firms for the operation of a full-day, year-round, Early Childhood Education (ECE)-Care Center at 1125 Brighton Avenue, designated on the City of Portland tax maps as Parcel 269 B001001.

Sealed proposals shall be submitted electronically to bidsubmit@portlandmaine.gov with the name of the Proposer, RFP Name, and RFP number in the subject line and will be received until **DAY, DATE at TIME** at which time they will be publicly opened and read, or by submitting via USPS, UPS, FedEx or in-person to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101.

There will be a **mandatory** pre-proposal meeting to review the City’s request and to examine the facilities **at TIME, DAY, DATE**, at the **LOCATION**. City representatives will be available to answer questions at this time. The City of Portland disclaims any and all responsibility for injury to proposers, their agents, or to others while examining City facilities or at any other time.

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

Proposals from developers not registered with the Purchasing Office may be rejected. If you received this RFP directly from the City of Portland Purchasing Office, then you are registered. Should a developer receive this RFP from a source other than the City Purchasing Office, please contact 207-874-8654 to ensure that your firm is registered as a proposer for this RFP.

Notice and Specifications

The City of Portland, Maine seeks proposals from qualified persons or firms for the operation of a full-day, year-round, ~~Early Childhood Education -care services~~ center in a portion of a City-owned building located at 1125 Brighton Avenue, designated on the City of Portland tax maps as Parcel 269 B001001 (the "Property"). The service will be operated by the successful proposer at the Property subject to a lease between the proposer and the City.

Sealed proposals shall be submitted electronically to bidsubmit@portlandmaine.gov with the name of the Proposer, RFP Name, and RFP number in the subject line and will be received until **DAY, DATE at TIME** at which time they will be publicly opened and read, or by submitting via USPS, UPS, FedEx or in-person to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101.

Email attachments must not exceed 25MB total; you will receive a confirmation email from bidsubmit@portlandmaine.gov if your submission is successful.

Proposals shall be submitted on the City-provided proposal form, being signed with the firm's name, and bearing the handwritten signature or e-signature of an officer or authorized individual having the authority to bind the company to a contract by his/her signature.

PRE-PROPOSAL MEETING: A Pre-Proposal meeting will be held at **DATE, TIME, LOCATION.**

There will be a **mandatory** pre-proposal meeting to review the City's request and to examine the facilities **at TIME, DAY, DATE**, at the **LOCATION**. City representatives will be available to answer questions at this time. The City of Portland disclaims any and all responsibility for injury to proposers, their agents, or to others while examining City facilities or at any other time.

Questions must be submitted in writing to the Purchasing Office and be received no later than five business days prior to the proposal opening. These may be mailed, faxed to 207-874-8652 or e-mailed to SLChapin@portlandmaine.gov. The Purchasing Office will be the only office issuing any changes to this Invitation. All changes, addenda, will be in writing and will be sent only to those firms on file in Purchasing as having received this document. The City shall not be responsible for any oral interpretation given by City personnel or others.

Proposers should not contact City Staff or members of the City Council with regard to this Request unless to obtain general public information as specified in the document.

I. GENERAL INFORMATION

The awarded Respondent will operate a full-day, year-round, Early ~~Childhood Education-care Services~~ Center at the Property pursuant to a lease agreement with the City for a term of approximately five (5) years. The Lease may include an annual review and the potential for an extension at the term's end.

PROPERTY OWNER: City of Portland
Address 389 Congress Street
Portland, Maine 04101

CONTACT: **TBD**
[email](#)

II. Introduction.

This RFP seeks to establish a pilot project for municipally supported Early Childhood Education (ECE). This pilot is intended not only to provide high-quality, affordable, all-day ECE for the children of city residents and City of Portland employees, but also to inform policy development in partnership with community stakeholders. Respondents are encouraged to propose models that address ECE workforce development, affordability, and fair access for all families.

~~The goal of the early child care center is to create a year-round, welcoming environment that provides high quality, affordable, all-day care options for the children of City of Portland residents and employees.~~

We seek a long-term relationship with a Respondent with experience caring for and educating children ranging in age from newborns (0) to preschool (5), whose parents/guardians are residents or employees of the City of Portland.

The Respondent will be a welcoming part of the City of Portland community in addressing the child care needs of City residents and City of Portland employees.

II. Scope of Project.

The City seeks a qualified ~~Early Childhood Education care~~(ECE) provider to enter into a lease of a portion of a City-owned building located at 1125 Brighton Avenue, for the purpose of providing ~~child care~~ECE to Portland residents and employees of the City of Portland.

While the term of the lease is negotiable, the City prefers proposals that include a lease term between five and seven years, with the potential to extend the lease after the initial term has expired, ~~assuming~~ if the City determines that the project is successful.

The City's property at 1125 Brighton Avenue, which totals approximately 15 acres, includes a building referred to as Barron Center 1, which is a skilled nursing facility that provides long-term care for over 100 residents who need help with daily tasks. Adjacent to Barron Center 1 is another building known as Barron Center 2, part of which is occupied by the City of Portland's Office of Elder Affairs (OEA), which provides various services and programs to Portland residents aged 60+ on and off site.

We are seeking proposals to lease the vacant portion of Barron Center 2 ("BC2"), as well as associated parking spaces and green space. The leaseable area is described below, and outlined in the enclosed map (attachment A):

- 12,600 square feet of indoor space;
- At least two courtyards, ~~totalling~~totaling approximately 2,320 square feet;
- Two open green spaces, each of which is approximately 2,900 square feet in size;
- Parking spaces, the number and location of which will be confirmed during lease negotiations.

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Originally built as an assisted care facility in 1990, the indoor space includes four separate pods, which are connected by corridors. Each pod is roughly 2,500 square feet, and contains five (5) rooms originally designed as residents' rooms. Each resident room is equipped with a half-bathroom. In each pod, the bedrooms and dining room are connected by a large, open space originally used as a common sitting area (see: floor plan, [attachment B](#)).

A kitchenette is also included within each pod. Each kitchenette is equipped with hook-ups for refrigerators. Up to two refrigerators are available for the successful Respondent's use. Abutting each kitchenette is space originally designed to be used as a dining room. Each kitchenette/dining room combination includes approximately 650 square feet.

The two exterior courtyards are each accessible from a pod. One of the courtyards is approximately 1,550 square feet in size; the other is 770 square feet.

One or two open green spaces are also available for lease. Each space is approximately 2,900 square feet in size. Site 1 is located in front of the entrance of BC2, and Site 2 is located at the east end of the building, fronting on Holm Avenue ([see map, attachment C](#)). Neither site is fenced ([attachment D](#)).

The successful respondent should include a description of infrastructural changes that would be required to meet all relevant requirements, as well as including but not limited to licensing, life safety, and building codes requirements. At minimum, the following improvements may be needed:

- Removal or disablement of access controls for address doors or pathways to the ~~daycare~~ECE Center.
- Installation of smoke detectors in up to 25 rooms, depending on the desired capacity of the respondent.
- Removal of cooking stove in an assembly area, or installation of a commercial kitchen exhaust hood.
- Removal of latching mechanisms on outside gates, so that no gate has more than one mechanism.

Lastly, parking for employees of the ~~child care~~ Center, as well as for the drop-off and pick-up of children, is included in the leasable area. Respondents should specify the number of parking spaces needed to operate their proposed center in accordance with State licensing requirements.

The larger Barron Center property also includes the Loring House, which includes 104 units affordable to residents aged 62+. The Loring House buildings (located on a parcel identified by Parcel ID 269 B001002) are privately owned by Loring House Associates, and located on land that is leased from the City.

The City is also planning to lease a parcel of vacant land on the Barron Center campus to ProsperityME ("PM"), for the purpose of developing housing. Based on their proposal, PM seeks to create 50 affordable units for families and individuals. The City may also consider leasing a second onsite parcel for housing development in the future (see map, attachment E).

Given the variety of uses on the site, and depending on the successful respondent's proposal, the City may consider onsite improvements to traffic flow and other City-owned infrastructure in order to ensure smooth operations. These improvements would be made in consultation with onsite stakeholders, as well as owners of property on directly-impacted roadways.

Due to zoning requirements, a change of use permit would be required to operate an ECE child-care center at this location. The City will serve as applicant or joint applicant for the required permit after a Respondent is selected. In addition, the City of Portland would waive any fees related to permit and other applications administered by the City of Portland that the Respondent is required to pursue.

Proposals that closely align with the City of Portland's interest in improving the availability and affordability of child-care ECE are strongly preferred, as are proposals that align with the City's goals related to employee recruitment and retention. In March 2025, the City of Portland conducted a survey on child-care ECE challenges among its employees; the predominant concerns expressed by survey respondents were 1) availability, 2) affordability, and 3) scheduling challenges of employees with non-traditional work hours ("shift employees"). Surveyed shift employees indicated a strong interest in early drop-off hours (6/7 a.m.), late pick-up hours (7/8 p.m.), drop-in hours, and the ability to sign up for less than a full week of child-care ECE (e.g. attending and paying for just two or three days weekly).

III. Contents of Proposal and Evaluation Criteria.

Required content and minimum qualifications.

Proposals will be evaluated on the criteria listed below. An evaluation criteria and basis for award is attached as "**TBD**".

The proposal must include:

1. Experience & References: The Respondent should list at least three references and provide information about their experience in providing Early Childhood Education (ECE). References from past/current landlords and/or government entities with which the respondent has partnered is preferred.

In addition, the Respondent should include any relevant quality rating of previous or current child care ECE delivery, as provided by the State of Maine or other licensing authority.

2. Description of Services, Community Experience, Licensing, and Relationship: The Respondent should include information about their day-to-day operations of the proposed early-child-care ECE space Center, as well as any requests for collaboration with City of Portland programs and/or services. The Respondent should also demonstrate the ability to obtain proper state licensing, and protocols for implementing controls for risk management related to education, caregiving, safety of children, providers, and staff members.

3. Lease Term; Rental Fee Proposal: As of May 9, 2025, the Fair Market Value of BC2 is estimated at \$4.2 million. Proposals must include a lease term and provide a rental fee for the space, including outdoor recreational space and parking spaces. This fee should take into account any services for which the City might be responsible, such as the payment of utilities.

Depending on the proposal and other factors, the City may consider a below-market rental fee if the entirety of those savings are passed onto customers in exchange for verifiable public benefit, including tuition subsidies, participation in workforce development programs, or infrastructure investments. Respondents should itemize how reduced rent will directly translate into public benefit.

The City's preference is to lease the entirety of the leasable space, described in Section II. Scope. However, the City will consider options that request a smaller footprint. Should the application be for a subset of the leasable space, the applicant should specify if they have any intentions for a phased scale up to the remaining leasable space in the future. Respondents proposing to lease less than the full space

must include a plan to scale up to full capacity within three (3) years, pending licensure and workforce availability.

4. -Enrollment; Tuition Schedule; Staff Compensation. Respondents must include information about their enrollment processes, taking into account the set aside number of spaces for Portland employees. (Note that the provider will be expected to administer enrollment for all participants, including City of Portland employees.) The successful respondent will accept reimbursement from the State of Maine Child and Adult Food Care Program (CAFCEP), as well as the Child Care Assistance Program (CCAP). Respondents must include a tuition schedule and proposed teacher/employee pay range and any teacher/employee benefits that may be offered.

The City seeks to pilot a year-round enrollment model that balances City of Portland workforce support, public access, and affordability.

Successful respondents will be required to:

- Reserve at least 50% of available slots for families eligible for public assistance programs, including the Child Care Affordability Program (CCAP), Head Start, or City-sponsored early education vouchers. These families may include both City of Portland employees and general residents.
- Ensure that a minimum of 25% of total slots are available to Portland residents who are not employed by the City, to preserve broad community access.
- Provide priority access within remaining enrollment to children of City of Portland employees, in recognition of the City's commitment to supporting its workforce.

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In addition, respondents must:

- Include a detailed explanation of their enrollment processes, including how the prioritization of Portland employees will be implemented within the structure described above. Please note that the provider will be responsible for administering enrollment for all participants, including City of Portland employees.
- Submit a tuition schedule, including any income-based tiers, copay structures, or fee reductions.
- Indicate whether they will accept reimbursement from the State of Maine's Child Care Assistance Program (CCAP) and the Child and Adult Food Care Program (CAFCEP); and any City-administered voucher program piloted during the lease term. The City will work with respondents to identify eligible families, administer funds, and evaluate impact. Preference will be given to respondents that participate in these programs.
- Provide a proposed teacher/employee pay range and describe any benefits that may be offered to staff, including health care, paid leave, or professional development supports.

5. Staff Compensation: Respondents must submit a proposed teacher/employee pay range and any teacher/employee benefits that will be offered. Respondents must participate in Maine's Early Educator Salary Supplement Program and agree to submit staff information necessary for eligibility and reimbursement. The City intends to match these stipends or otherwise augment wages through a local pilot program during the lease term.

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5. City Priorities: Respondents should consider a year-round program for priority enrollment by City of Portland residents and City of Portland municipal employees, with a percentage of the center's

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~~total capacity reserved for municipal employees.~~

~~Respondents should clearly describe the percentage of spaces to be reserved for City of Portland employees.~~

~~Respondents that commit to funding any proposed renovations of interior/exterior space will also be prioritized.~~

~~The proposal should clearly address how the Respondents' proposal addresses the above stated City of Portland child care challenges (affordability and availability, as well as scheduling challenges for shift employees).~~

~~6. Promoting Intergenerational Learning and Therapeutic Benefit: The City recognizes that the co-location of an ECE day care center with elder care services may provide a unique opportunity for intergenerational activities. Respondents should include any experience with and/or plans for intergenerational programming in partnership with the Barron Center or Office of Elder Affairs; the City views such models as a potential innovation with therapeutic and community benefits. Respondents should state if they have any experience in intergenerational programming and if they are willing to consider such programming at this site.~~

6.4. Timeline: The Respondent shall include a proposed timeline to become operational considering licensing, improvements to the indoor and/or outdoor space, and other requirements that may affect the timeline. The anticipated duration of the selection process (see Section IV, below) should also be considered.

7.5. Marketing and Advertising: The Respondent will include information about how they will market or advertise for enrollment, including any expectations for marketing and advertising assistance from the City of Portland.

8.6. Capital Improvements or Renovation: The Respondent shall include a list of proposed improvements needed prior to licensure and if City funding is desired for any of the improvements . (Please note that no City of Portland funding is allocated for this purpose, and that the availability of such funding is not guaranteed.) Respondents that commit to funding any proposed renovations of interior/exterior space will also be prioritized.

7. Identification of Third Parties: If the Respondent proposes to use a third party (subcontractor, sub-consultant, etc.) for completing all or a portion of the scope of work requirements, identify the portion of the scope of work to be completed by any third parties, and identify those parties if known.

8. Reporting and Evaluation Requirement: Respondents will anticipate the submission of quarterly reports to the City on enrollment demographics and program utilization; staff compensation and turnover; use of CCAP, CACFP, and other public subsidies; Tuition schedule and copay levels by income band; Participation in workforce supplement or training programs. These reports will inform an annual review by the City Council's HHS and Committees and may be used to evaluate renewal or expansion.

Commented [KS1]: Sorry, Dena, from this point, the numbering got all messed up and I don't know how to fix it! In the memo it is correct. (I hope)

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B. Evaluation Criteria

Each member of the selection committee shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the accepted proposals.

1. **Operational Plan and Viability (40%)**

- Program Design: Quality and feasibility of the proposed Early Childhood Education (ECE) care program, including plans to serve children aged 0–5. Includes number of children served, programming elements, staffing ratios, hours of operation, management structure, and employee retention plan.
- Capacity: Preference will be given to the qualified Respondent whose proposal includes the highest potential child capacity, or a plan to scale up capacity over time.
- Enrollment Model: Proposals will be evaluated on how effectively they meet the City’s equity, affordability, and workforce access goals. Strong proposals will:
 - Demonstrate compliance with the enrollment structure outlined in Section III.A, including the required allocations for publicly assisted families and Portland residents.
 - Clearly describe how priority access for City employees will be implemented without displacing public access or income-eligible enrollment, as well as flexible scheduling options for shift employees.
 - Articulate a fair and transparent admissions process aligned with public benefit goals.~~Employee Set-Aside: The percentage of total center spaces reserved for City of Portland employees, and the process by which the provider would administer this admissions process. The City of Portland strongly prefers proposals that include a set-aside of 50% of total spaces for this purpose, as well as flexible scheduling options for shift employees.~~
- Center Readiness: Demonstrated ability and detailed plan to complete necessary renovations or improvements to meet Maine Child Care Provider Licensing standards (e.g., safety, accessibility) and local code requirements.
- Timeline: Clear and realistic timeline for licensing, renovations, and commencing operations, with a target start date of 6–12 months.
- Safety and Compliance: Commitment to maintaining a safe environment, including secure drop-off/pick-up areas, compliance with fire marshal inspections, and adherence to ADA standards for accessible parking and facilities. Respondents are required to disclose all violations of State or local requirements related to any child care facilities or ECE centers they have operated from 2015 to the present, subject to applicable confidentiality requirements.

2. **Qualifications and Experience (30%)**

- Provider Credentials: Licensure status or ability to secure a Maine child care license within 6 months, including evidence of compliance with DHHS licensing rules.
- Experience and Capacity: Proven track record of operating an ~~child-care~~ECE center, with demonstrated skills in program management, staff training, and child development.
- References: Strong references from ~~partners~~, landlords or regulatory bodies attesting to the provider’s performance and reliability are preferred, but not required.

- Staffing Plan: Quality of proposed staffing model, including staff-to-child ratios, qualifications (e.g., early childhood education credentials), and ongoing training plans.

3. **Financial and Affordability Considerations (20%)**

- Affordability: Proposed tuition schedule, including sliding scale options or subsidies to ensure access for low-income families, including acceptance of Child Care Assistance Program (CCAP) [city sponsored](#) vouchers and Child and Adult Care Food Program (CACFP) reimbursements.
- Lease Proposal and Anticipated Capital Expenses: Proposed rent amount and anticipate capital expenses, including any requests that the City of Portland take responsibility for some or all of the expenses.
- Financial Stability: Evidence of the provider's financial capacity to sustain operations, including a 2-year budget projection and funding sources (e.g., grants, revenue).
- ~~Teacher Compensation: Proposed teacher salaries that are competitive to attract and retain qualified staff, supporting program quality. [Respondents should demonstrate compliance with the staff compensation preferences outlined in Section III.](#)~~

NOTE: Price will not be the sole deciding factor.

The City of Portland reserves the right to reject any and all proposals for any reason. Proposals lacking the required information will not be considered. The award of the Property Lease will be subject to approval by the City Council.

IV. Selection Process.

Proposals will be evaluated on the criteria listed in Section III, Contents of Proposal and Evaluation Criteria, above. HEDC and City Council may take other factors into consideration as part of their decision-making process.

The selection process is expected to proceed as follows:

1. **Month TBD:** A review committee composed of City staff (the “Staff Review Committee”) will open, review, and evaluate all proposals. Scoring will be based solely on the criteria included in this RFP.
2. **Month TBD:** The Staff Review Committee may conduct interviews with the highest-ranked Respondents. If applicable, interview requirements will be provided to those Respondents selected for further consideration.
3. **Month TBD:** The Staff Review Committee will present its recommendation to the Council’s Housing & Economic Development Committee (HEDC) for consideration. HEDC will review all complete responses and make a recommendation to the full City Council. The HEDC is not bound by the recommendation of the Staff Review Committee.
4. **Month TBD:** The City Council will consider the HEDC’s recommendation, but is not bound by that recommendation and is free to move forward with another respondent or reject all proposals. If the Council selects a respondent for the project, staff would begin negotiating lease terms with the respondent.
5. **Month TBD:** Staff will present an option to lease agreement to the HEDC for recommendation to the full Council. The date of the HEDC (and subsequent Council) consideration will be dependent on the length of negotiation, as well as other factors.
6. **Month TBD:** The City Council votes to approve the option to lease agreement.

V. City of Portland Standard Agreement Required.

The successful Respondent will be required to enter into the City’s standard Property Lease. A form of the standard agreement is attached to this RFP as **Exhibit “D”** and incorporated herein.

VI. FREEDOM OF ACCESS ACT

The City of Portland is subject to Maine’s Freedom of Access Act (FOAA). Under this law, the City is required to make public information that we receive in the solicitation of proposals. FOAA does, however, have an exception applicable to proprietary and other confidential information. In the event that you believe that the proposal you submit contains any proprietary information, you must submit such information in a separate sealed envelope to the City along with your sealed proposal. The outside of this envelope must clearly be marked “Proprietary information/confidential.” Such proprietary information will only be reviewed by Portland City officials, and only on a “need to know” basis. The City will not disclose such information to a third party without your consent, unless it determines that such disclosure is required by law. Prior to disclosing such information, the City will provide you with a reasonable opportunity to seek an injunction or other court order, at your own expense, to prevent such disclosure. The City will not be liable to any proposer or any third party for any disclosure of confidential information.

VII. RESERVATION OF RIGHTS

The City of Portland reserves the right, at its sole discretion, to reject any and all proposals for the City owned land, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to waive any informalities in proposals, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the Proposer’s qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include

RFP #25xxx

but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must bring the obligation current before the City will consider their proposal

Date

Samantha L. Chapin
Purchasing & Controls Manager

DRAFT

PROPOSAL FORM
Licensed Early Childhood Education-care Provider

RFP #25xxx

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

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

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

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The bidder acknowledges the receipt of Addenda numbered: _____

The bidder acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____ WEBSITE _____

PHONE NUMBER: _____ FAX NUMBER: _____

STATE OF INCORPORATION: _____ (If incorporated in another State, businesses must be authorized to do business in the State of Maine prior to contract.)

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

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

RFP #25xxx

Price? :

DRAFT



To: Housing & Economic Development Committee

Councilor Pious Ali, Chair

From: Dena Libner, Assistant City Manager

Date: June 17, 2025

Re: Consideration of Request for Proposals for Child Care Center
Provider at 1125 Brighton Avenue

MEETING DATE

June 17, 2025

AGENDA ITEM

Item #7: Consideration of Request for Proposals for Child Care Center Provider at 1125 Brighton Avenue

PURPOSE

Childcare in Portland is scarce and costly, as it is in most of the United States. This proposal seeks to address this issue by leasing an underused building on the Barron Center campus (BC2) to a licensed child care center provider.

The availability and affordability of child care also contribute to City of Portland employee recruitment and retention challenges. High turnover and/or vacancy rates in local government may negatively impact the delivery of City services and programs; consequently, the well-being and satisfaction of Portland residents may also be affected. To address these challenges, this proposal would reserve a percentage of child care spaces for City of Portland employees.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

The City Council's Health & Human Services and Public Safety Committee (HHS & PS Committee) included "Childcare in Portland" as a priority on its 2025 Work Plan.

BACKGROUND/ANALYSIS

Trends in Child Care

Municipal-level data on trends in child care is not readily available. However, in Cumberland County, the number of licensed family childcare providers has decreased by 27% since 2020.¹ While the number of licensed center-based childcare providers has held fairly steady, the

¹ "Licensed Child Care Centers and Family Child Care Providers in Maine." Right from the Start. www.datacenter.aecf.org (May 28, 2025).

number of children under the age of 5 increased by more than 3% between 2019 and 2024, reflecting an unmet increase in need.²

In March 2025, the City of Portland conducted a survey on child care challenges among its employees. The predominant concerns expressed by survey respondents were the availability and affordability of childcare, as well as the childcare scheduling challenges of employees with non-traditional work hours (“shift employees”). A follow-up survey of shift employees indicated a strong interest in early drop-off hours, late pick-up hours, drop-in care³, and the ability to sign up for less than a full week of child care (e.g. attending and paying for just two or three days weekly).

Impact of Childcare Scarcity

The inaccessibility of childcare impacts parents’ inability to participate in the workforce, child development, and the economy. A 2024 report issued by the United States Chamber of Commerce described how the COVID-19 pandemic exacerbated a longstanding shortage of accessible, affordable childcare in the U.S., drawing specific attention to the high number of working parents that left the workforce because they were unable to fund childcare solutions that met their needs. Over the last three decades, the share of fathers who leave the workforce to provide childcare has increased significantly; however, women overwhelmingly represent spouses who do not participate in the labor force in order to provide care.⁴

While it does not replace parents as the major influence on early development, the availability of quality, affordable childcare can help establish a healthy foundation for a person’s lifelong well-being. Specifically, evidence indicates that quality childcare may positively affect early cognition and language, social and emotional development, and school achievement.⁵

Proposal Details

The draft RFP (enclosed) describes the requirements and preferences related to the desired childcare center program. Fundamental aspects of the desired program are included below, some of which reflect stated policy priorities of the City Council and feedback received from the HHS & PS Committee at its May 2025 meeting:

- The child care center provider will be a private operator, licensed by the State of Maine.

² Estimated using original U.S. Census Bureau data. U.S. Census Bureau, “Age and Sex” American Community Survey 5-Year Estimates Subject Tables, 2019 and 2024. <https://www.census.gov/quickfacts/fact/table/cumberlandcountymaine.US/PST045224> (June 1, 2025).

³ “Drop-in” childcare is a flexible childcare option where parents can drop off their children for a few hours or a day without needing a long-term commitment or consistent schedule.

⁴ Melhorn, Stephanie Ferguson. “Understanding America’s Labor Shortage: The Impact of Scarce and Costly Childcare.” U.S. Chamber of Commerce. June 26, 2024. uschamber.com (May 26, 2025).

⁵ National Research Council (US) and Institute of Medicine (US) Committee on Integrating the Science of Early Childhood Development; Shonkoff JP, Phillips DA, editors. Washington (DC): National Academies Press (US); 2000.

- The center will provide care for children aged 0 to 5.
- The center will serve Portland residents, as well as City of Portland employees who reside in and outside of Portland. Fifty percent (50%) of the center’s total spaces would be reserved for City of Portland employees.
- The preferred initial lease term will be between five and seven years, with the option to extend the lease after it expires.
- Respondents will propose the amount of rent to be paid. The City is willing to consider a reduced rent if those cost savings are passed on to the center’s clients.
- The RFP requires that the successful respondent accepts reimbursement from the State of Maine Child and Adult Food Care Program (CAFCP), as well as the Child Care Assistance Program (CCAP).
- The RFP expresses a strong preference for respondents whose proposal would request or require minimal, if any, funding from the City of Portland in order to become operational.

Operational details would be determined through the RFP process and lease negotiations.

FISCAL IMPACT

There is no anticipated fiscal impact associated with this proposal.

CONCLUSION(S)

N/A

PRIOR COMMITTEE REVIEW

N/A

PREPARED BY

Dena Libner
Assistant City Manager

Greg Watson, Director
Housing & Economic Development

Anne Torregrossa, Director
Human Resources

Maggie McLoughlin, Director
Health & Human Services

Ethan Hipple, Director
Parks, Recreation & Facilities

ATTACHMENTS

Request for Proposals (RFP) for a Licensed Child Care Center Provider (draft)



CITY OF PORTLAND, MAINE

LICENSED CHILD CARE CENTER PROVIDER

RFP #25xxx

June xx, 2025

DRAFT

LEGAL NOTICE

City of Portland, Maine

Request for Proposals

“LICENSED EARLY CHILD CARE CENTER”

RFP #25xxx

The City of Portland, Maine seeks proposals from qualified persons or firms for the operation of a full-day, year-round, Child Care Center at 1125 Brighton Avenue, designated on the City of Portland tax maps as Parcel 269 B001001.

Sealed proposals shall be submitted electronically to bidssubmit@portlandmaine.gov with the name of the Proposer, RFP Name, and RFP number in the subject line and will be received until **DAY, DATE at TIME** at which time they will be publicly opened and read, or by submitting via USPS, UPS, FedEx or in-person to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101.

There will be a **mandatory** pre-proposal meeting to review the City’s request and to examine the facilities **at TIME, DAY, DATE**, at the **LOCATION**. City representatives will be available to answer questions at this time. The City of Portland disclaims any and all responsibility for injury to proposers, their agents, or to others while examining City facilities or at any other time.

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

Proposals from developers not registered with the Purchasing Office may be rejected. If you received this RFP directly from the City of Portland Purchasing Office, then you are registered. Should a developer receive this RFP from a source other than the City Purchasing Office, please contact 207-874-8654 to ensure that your firm is registered as a proposer for this RFP.

Notice and Specifications

The City of Portland, Maine seeks proposals from qualified persons or firms for the operation of a full-day, year-round, early child care services center in a portion of a City-owned building located at 1125 Brighton Avenue, designated on the City of Portland tax maps as Parcel 269 B001001 (the "Property"). The service will be operated by the successful proposer at the Property subject to a lease between the proposer and the City.

Sealed proposals shall be submitted electronically to bidssubmit@portlandmaine.gov with the name of the Proposer, RFP Name, and RFP number in the subject line and will be received until **DAY, DATE at TIME** at which time they will be publicly opened and read, or by submitting via USPS, UPS, FedEx or in-person to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101.

Email attachments must not exceed 25MB total; you will receive a confirmation email from bidssubmit@portlandmaine.gov if your submission is successful.

Proposals shall be submitted on the City-provided proposal form, being signed with the firm's name, and bearing the handwritten signature or e-signature of an officer or authorized individual having the authority to bind the company to a contract by his/her signature.

PRE-PROPOSAL MEETING: A Pre-Proposal meeting will be held at **DATE, TIME, LOCATION.**

There will be a **mandatory** pre-proposal meeting to review the City's request and to examine the facilities **at TIME, DAY, DATE**, at the **LOCATION**. City representatives will be available to answer questions at this time. The City of Portland disclaims any and all responsibility for injury to proposers, their agents, or to others while examining City facilities or at any other time.

Questions must be submitted in writing to the Purchasing Office and be received no later than five business days prior to the proposal opening. These may be mailed, faxed to 207-874-8652 or e-mailed to SLChapin@portlandmaine.gov. The Purchasing Office will be the only office issuing any changes to this Invitation. All changes, addenda, will be in writing and will be sent only to those firms on file in Purchasing as having received this document. The City shall not be responsible for any oral interpretation given by City personnel or others.

Proposers should not contact City Staff or members of the City Council with regard to this Request unless to obtain general public information as specified in the document.

I. GENERAL INFORMATION

The awarded Respondent will operate a full-day, year-round, Early child care Services Center at the Property pursuant to a lease agreement with the City for a term of approximately five (5) years. The Lease may include an annual review and the potential for an extension at the term's end.

PROPERTY OWNER: City of Portland
Address 389 Congress Street
Portland, Maine 04101

CONTACT: **TBD**
[email](#)

II. Introduction.

The goal of the early child care center is to create a year-round, welcoming environment that provides high-quality, affordable, all-day care options for the children of City of Portland residents and employees.

We seek a long-term relationship with a Respondent with experience caring for and educating children ranging in age from newborns (0) to preschool (5), whose parents/guardians are residents or employees of the City of Portland.

The Respondent will be a welcoming part of the City of Portland community in addressing the child care needs of City residents and City of Portland employees.

II. Scope of Project.

The City seeks a qualified early child care provider to enter into a lease of a portion of a City-owned building located at 1125 Brighton Avenue, for the purpose of providing child care to Portland residents and employees of the City of Portland.

While the term of the lease is negotiable, the City prefers proposals that include a lease term between five and seven years, with the potential to extend the lease after the initial term has expired, assuming the City determines that the project is successful.

The City's property at 1125 Brighton Avenue, which totals approximately 15 acres, includes a building referred to as Barron Center 1, which is a skilled nursing facility that provides long-term care for over 100 residents who need help with daily tasks. Adjacent to Barron Center 1 is another building known as Barron Center 2, part of which is occupied by the City of Portland's Office of Elder Affairs (OEA), which provides various services and programs to Portland residents aged 60+ on and off site.

We are seeking proposals to lease the vacant portion of Barron Center 2 ("BC2"), as well as associated parking spaces and green space. The leaseable area is described below, and outlined in the enclosed map ([attachment A](#)):

- 12,600 square feet of indoor space;
- At least two courtyards, totalling approximately 2,320 square feet;
- Two open green spaces, each of which is approximately 2,900 square feet in size;
- Parking spaces, the number and location of which will be confirmed during lease negotiations.

Originally built as an assisted care facility in 1990, the indoor space includes four separate pods, which are connected by corridors. Each pod is roughly 2,500 square feet, and contains five (5) rooms originally designed as residents' rooms. Each resident room is equipped with a half-bathroom. In each pod, the bedrooms and dining room are connected by a large, open space originally used as a common sitting area (see: floor plan, [attachment B](#)).

A kitchenette is also included within each pod. Each kitchenette is equipped with hook-ups for refrigerators. Up to two refrigerators are available for the successful Respondent's use. Abutting each kitchenette is space originally designed to be used as a dining room. Each kitchenette/dining room combination includes approximately 650 square feet.

The two exterior courtyards are each accessible from a pod. One of the courtyards is approximately 1,550 square feet in size; the other is 770 square feet.

One or two open green spaces are also available for lease. Each space is approximately 2,900 square feet in size. Site 1 is located in front of the entrance of BC2, and Site 2 is located at the east end of the building, fronting on Holm Avenue ([see map, attachment C](#)). Neither site is fenced ([attachment D](#)).

The successful respondent should include a description of infrastructural changes that would be required to meet all relevant requirements, as well as including but not limited to licensing, life safety, and building codes requirements. At minimum, the following improvements may be needed:

- Removal or disablement of access controls for address doors or pathways to the daycare.
- Installation of smoke detectors in up to 25 rooms, depending on the desired capacity of the respondent.
- Removal of cooking stove in an assembly area, or installation of a commercial kitchen exhaust hood.
- Removal of latching mechanisms on outside gates, so that no gate has more than one mechanism.

Lastly, parking for employees of the child care center, as well as for the drop-off and pick-up of children, is included in the leasable area. Respondents should specify the number of parking spaces needed to operate their proposed center in accordance with State licensing requirements.

The larger Barron Center property also includes the Loring House, which includes 104 units affordable to residents aged 62+. The Loring House buildings (located on a parcel identified by Parcel ID 269 B001002) are privately owned by Loring House Associates, and located on land that is leased from the City.

The City is also planning to lease a parcel of vacant land on the Barron Center campus to ProsperityME ("PM"), for the purpose of developing housing. Based on their proposal, PM seeks to create 50 affordable units for families and individuals. The City may also consider leasing a second onsite parcel for housing development in the future (see map, attachment E).

Given the variety of uses on the site, and depending on the successful respondent's proposal, the City may consider onsite improvements to traffic flow and other City-owned infrastructure in order to ensure smooth operations. These improvements would be made in consultation with onsite stakeholders, as well as owners of property on directly-impacted roadways.

Due to zoning requirements, a change of use permit would be required to operate a child care center at this location. The City will serve as applicant or joint applicant for the required permit after a Respondent is selected. In addition, the City of Portland would waive any fees related to permit and other applications administered by the City of Portland that the Respondent is required to pursue.

Proposals that closely align with the City of Portland's interest in improving the availability and affordability of child care are strongly preferred, as are proposals that align with the City's goals

related to employee recruitment and retention. In March 2025, the City of Portland conducted a survey on child care challenges among its employees; the predominant concerns expressed by survey respondents were 1) availability, 2) affordability, and 3) scheduling challenges of employees with non-traditional work hours (“shift employees”). Surveyed shift employees indicated a strong interest in early drop-off hours (6/7 a.m.), late pick-up hours (7/8 p.m.), drop-in hours, and the ability to sign up for less than a full week of child care (e.g. attending and paying for just two or three days weekly).

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III. Contents of Proposal and Evaluation Criteria.

- . Required content and minimum qualifications.

Proposals will be evaluated on the criteria listed below. An evaluation criteria and basis for award is attached as “**TBD**”.

The proposal must include:

1. Experience & References: The Respondent should list at least three references and provide information about their experience in providing early childhood care. References from past/current landlords and/or government entities with which the respondent has partnered as preferred.

In addition, the Respondent should include any relevant quality rating of previous or current child care delivery, as provided by the State of Maine or other licensing authority.

2. Description of Services, Community Experience, Licensing, and Relationship: The Respondent should include information about their day-to-day operations of the proposed early child care space, as well as any requests for collaboration with City of Portland programs and/or services. The Respondent should also demonstrate the ability to obtain proper state licensing, and protocols for implementing controls for risk management related to caregiving, safety of children, providers, and staff members.

3. Lease Term; Rental Fee Proposal: As of May 9, 2025, the Fair Market Value of BC2 is estimated at \$4.2 million. Proposals must include a lease term and provide a rental fee for the space, including outdoor recreational space and parking spaces. This fee should take into account any services for which the City might be responsible, such as the payment of utilities.

Depending on the proposal and other factors, the City may consider a below-market rental fee if the entirety of those savings are passed onto customers.

The City's preference is to lease the entirety of the leasable space, described in Section II. Scope. However, the City will consider options that request a smaller footprint. Should the application be for a subset of the leasable space, the applicant should specify if they have any intentions for a phased scale up to the remaining leasable space in the future.

4. Enrollment; Tuition Schedule; Staff Compensation. Respondents must include information about their enrollment processes, taking into account the set-aside number of spaces for Portland employees. (Note that the provider will be expected to administer enrollment for all participants, including City of Portland employees.) The successful respondent will accept reimbursement from the State of Maine Child and Adult Food Care Program (CAFCP), as well as the Child Care Assistance Program (CCAP). Respondents must include a tuition schedule and proposed teacher/employee pay range and any teacher/employee benefits that may be offered.

5. City Priorities: Respondents should consider a year-round program for priority enrollment by City of Portland residents and City of Portland municipal employees, with a percentage of the center's total capacity reserved for municipal employees.

Respondents should clearly describe the percentage of spaces to be reserved for City of Portland employees.

Respondents that commit to funding any proposed renovations of interior/exterior space will also be prioritized.

The proposal should clearly address how the Respondents' proposal addresses the above-stated City of Portland child care challenges (affordability and availability, as well as scheduling challenges for shift employees).

The City recognizes that the co-location of a day care center with elder care services may provide a unique opportunity for intergenerational activities. Respondents should state if they have any experience in intergenerational programming and if they are willing to consider such programming at this site.

6. Timeline: The Respondent shall include a proposed timeline to become operational considering licensing, improvements to the indoor and/or outdoor space, and other requirements that may affect the timeline. The anticipated duration of the selection process (see Section IV, below) should also be considered.

7. Marketing and Advertising: The Respondent will include information about how they will market or advertise for enrollment, including any expectations for marketing and advertising assistance from the City of Portland.

8. Capital Improvements or Renovation: The Respondent shall include a list of proposed improvements needed prior to licensure and if City funding is desired for any of the improvements . (Please note that no City of Portland funding is allocated for this purpose, and that the availability of such funding is not guaranteed.)

9. Identification of Third Parties: If the Respondent proposes to use a third party (subcontractor, sub-consultant, etc.) for completing all or a portion of the scope of work requirements, identify the portion of the scope of work to be completed by any third parties, and identify those parties if known.

B. Evaluation Criteria

Each member of the selection committee shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the accepted proposals.

1. **Operational Plan and Viability (40%)**

- **Program Design**: Quality and feasibility of the proposed child care program, including plans to serve children aged 0–5. Includes number of children served, programming elements, staffing ratios, hours of operation, management structure, and employee retention plan.

- **Capacity:** Preference will be given to the qualified Respondent whose proposal includes the highest potential child capacity, or a plan to scale up capacity over time.
- **Employee Set-Aside:** The percentage of total center spaces reserved for City of Portland employees, and the process by which the provider would administer this admissions process. The City of Portland strongly prefers proposals that include a set-aside of 50% of total spaces for this purpose, as well as flexible scheduling options for shift employees.
- **Center Readiness:** Demonstrated ability and detailed plan to complete necessary renovations or improvements to meet Maine Child Care Provider Licensing standards (e.g., safety, accessibility) and local code requirements.
- **Timeline:** Clear and realistic timeline for licensing, renovations, and commencing operations, with a target start date of 6–12 months.
- **Safety and Compliance:** Commitment to maintaining a safe environment, including secure drop-off/pick-up areas, compliance with fire marshal inspections, and adherence to ADA standards for accessible parking and facilities. Respondents are required to disclose all violations of State or local requirements related to any child care facilities or centers they have operated from 2015 to the present, subject to applicable confidentiality requirements.

2. **Qualifications and Experience (30%)**

- **Provider Credentials:** Licensure status or ability to secure a Maine child care license within 6 months, including evidence of compliance with DHHS licensing rules.
- **Experience and Capacity:** Proven track record of operating a child care center, with demonstrated skills in program management, staff training, and child development.
- **References:** Strong references from partners, landlords or regulatory bodies attesting to the provider's performance and reliability are preferred, but not required.
- **Staffing Plan:** Quality of proposed staffing model, including staff-to-child ratios, qualifications (e.g., early childhood education credentials), and ongoing training plans.

3. **Financial and Affordability Considerations (20%)**

- **Affordability:** Proposed tuition schedule, including sliding scale options or subsidies to ensure access for low-income families, including acceptance of Child Care Assistance Program (CCAP) vouchers and Child and Adult Care Food Program (CACFP) reimbursements.
- **Lease Proposal and Anticipated Capital Expenses:** Proposed rent amount and anticipate capital expenses, including any requests that the City of Portland take responsibility for some or all of the expenses.
- **Financial Stability:** Evidence of the provider's financial capacity to sustain operations, including a 2-year budget projection and funding sources (e.g., grants, revenue).
- **Teacher Compensation:** Proposed teacher salaries that are competitive to attract and retain qualified staff, supporting program quality.

NOTE: Price will not be the sole deciding factor.

The City of Portland reserves the right to reject any and all proposals for any reason. Proposals lacking the required information will not be considered. The award of the Property Lease will be subject to approval by the City Council.

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IV. Selection Process.

Proposals will be evaluated on the criteria listed in Section III, Contents of Proposal and Evaluation Criteria, above. HEDC and City Council may take other factors into consideration as part of their decision-making process.

The selection process is expected to proceed as follows:

1. **Month TBD:** A review committee composed of City staff (the “Staff Review Committee”) will open, review, and evaluate all proposals. Scoring will be based solely on the criteria included in this RFP.
2. **Month TBD:** The Staff Review Committee may conduct interviews with the highest-ranked Respondents. If applicable, interview requirements will be provided to those Respondents selected for further consideration.
3. **Month TBD:** The Staff Review Committee will present its recommendation to the Council’s Housing & Economic Development Committee (HEDC) for consideration. HEDC will review all complete responses and make a recommendation to the full City Council. The HEDC is not bound by the recommendation of the Staff Review Committee.
4. **Month TBD:** The City Council will consider the HEDC’s recommendation, but is not bound by that recommendation and is free to move forward with another respondent or reject all proposals. If the Council selects a respondent for the project, staff would begin negotiating lease terms with the respondent.
5. **Month TBD:** Staff will present an option to lease agreement to the HEDC for recommendation to the full Council. The date of the HEDC (and subsequent Council) consideration will be dependent on the length of negotiation, as well as other factors.
6. **Month TBD:** The City Council votes to approve the option to lease agreement.

V. City of Portland Standard Agreement Required.

The successful Respondent will be required to enter into the City's standard Property Lease. A form of the standard agreement is attached to this RFP as **Exhibit "D"** and incorporated herein.

VI. FREEDOM OF ACCESS ACT

The City of Portland is subject to Maine's Freedom of Access Act (FOAA). Under this law, the City is required to make public information that we receive in the solicitation of proposals. FOAA does, however, have an exception applicable to proprietary and other confidential information. In the event that you believe that the proposal you submit contains any proprietary information, you must submit such information in a separate sealed envelope to the City along with your sealed proposal. The outside of this envelope must clearly be marked "Proprietary information/confidential." Such proprietary information will only be reviewed by Portland City officials, and only on a "need to know" basis. The City will not disclose such information to a third party without your consent, unless it determines that such disclosure is required by law. Prior to disclosing such information, the City will provide you with a reasonable opportunity to seek an injunction or other court order, at your own expense, to prevent such disclosure. The City will not be liable to any proposer or any third party for any disclosure of confidential information.

VII. RESERVATION OF RIGHTS

The City of Portland reserves the right, at its sole discretion, to reject any and all proposals for the City owned land, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to waive any informalities in proposals, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must bring the obligation current before the City will consider their proposal

Date

Samantha L. Chapin
Purchasing & Controls Manager

**PROPOSAL FORM
Licensed Early child care Provider**

RFP #25xxx

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

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

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

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The bidder acknowledges the receipt of Addenda numbered: _____

The bidder acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____ WEBSITE _____

PHONE NUMBER: _____ FAX NUMBER: _____

STATE OF INCORPORATION: _____ (If incorporated in another State, businesses must be authorized to do business in the State of Maine prior to contract.)

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

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

Price? : _____

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