

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
BENJAMIN GRANT (A/L)



SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

SPECIAL CITY COUNCIL MEETING - AUGUST 11, 2025 AT 4:00PM (HYBRID)

The Portland City Council will hold a City Council Meeting in Council Chambers. The Honorable Mark Dion, Mayor, will preside.

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

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall and via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. 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.

To join this meeting remotely, please visit: <https://portlandmaine.gov.zoom.us/j/81114228884?pwd=bjHvOixYFFy9Jjdzq5FbpqabKd8pDa.1>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

Councilor Michniewicz RE: Potential Changes to Chapter 4 Entertainment License Requirements

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

**City Council Meeting (1 of 2) July 14, 2025- 4:00pm
City Council Meeting (2 of 2) July 14, 2025- 5:30pm**

CONSENT ITEMS:

Order 21-25/26 Granting Municipal Officers' Approval of Spring and Park, LLC, dba Gills Bar and Restaurant. Application for Class I FSE at 133 Spring Street - Sponsored by Danielle P. West, City Manager

Application was filed on 6/24/25. Location was previously Bao Bao Dumpling.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 22-25/26 Granting Municipal Officers' Approval of OPP LLC, dba Oun Lidos. Application for Class I FSE at 30 Market Street - Sponsored by Danielle P. West, City Manager

Application was filed on 7/2/25. This is an existing food establishment adding on-premise alcohol service.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 23-25/26 Granting Municipal Officers' Approval of Coco Miyake LLC, dba Aomori Market. Application for Class III & IV FSE with Outdoor Dining on Private Property at 52 Hanover Street, Suite C - Sponsored by Danielle P. West, City Manager

Application was filed on 7/9/25. This is a new establishment.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 24-25/26 Granting Municipal Officers' Approval of Reo Miyake LLC, dba Aomori. Application for Class I FSE at 52 Hanover Street, Suite D - Sponsored by Danielle P. West, City Manager

Application was filed on 7/9/25. This is a new establishment.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 25-25/26 Granting Municipal Officers' Approval of Minibar LLC, dba Minibar. Application for Class I FSE with Outdoor Dining on Private Property at 270 Marginal Way - Sponsored by Danielle P. West, City Manager

Application was filed on 7/14/25. Location was previously World's Gym.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

COMMUNICATIONS:

Communication 1-25/26 Adoption of Historic Preservation Board Procedural Rules - Kevin Kraft, Director of Planning & Urban Development

On June 18, 2025, per Subsection 2.2.7 (C) of the Portland Land Use Code, the Historic Preservation Board voted to adopt procedural rules to govern the conduct of the Board's business. Per the requirements of the Land Use Code, these rules were filed with the City Clerk on July 14, 2025. On that same date, the adopted rules were communicated to the Council; however, reading of that communication was postponed due to technical difficulties. The rules will go into effect 45 days after the date of filing, unless any portions of the rules are vetoed by City Council.

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

UNFINISHED BUSINESS:

Order 239-24/25 Setting Election Date on an Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The minimum wage in Portland was raised by citizen referendum in 2020 and cannot be amended for 5 years, except by referendum.

This was brought to the City Council as Order 25-24/25 which had its first read on July 15, 2024 and its second read on August 19, 2024 and was referred to the Housing & Economic Development Committee (Passed 5-2, Councilors Trevorrow & Sykes opposed). The Housing and Economic Development Committee reviewed Order 25-24/25 on May 20, 2025 and voted 3-1 (Michniewicz opposed) to bring the attached revised version of the ordinance to the City Council for approval and placement on the ballot for the November 5, 2025 election.

This item must be read on two separate days. It received its first reading on June 23 and its second reading on July 14, at which point it was postponed. Staff recommend postponing this item to August 25, 2025. Five affirmative votes are required to postpone.

Order 4-25/26 Designating the Portland Tourism Municipal Development District and Adopting the Development Program for the District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The District was originally approved by the City Council to begin with the second half of FY2024 – January 1, 2024, through June 30, 2024 and was then approved for its first full year beginning with FY2025, so FY2026 would be the second full year of operation.

For FY2026, City Council authorization is needed for the continued operation of the District, which includes: (1) Adopting the Development Program; (2) Establishment of Assessments for the District; and, (3) Authorizing the Agreement.

The revenue raised through the special assessment will fund the District's Development Program expenses for FY2026. The proposed assessment formula is detailed in the Staff Analysis section of this memo.

The Housing and Economic Development Committee reviewed this item at its June 17, 2025 meeting, and voted 3-1 (Phillips) to forward this to the City Council with a recommendation to approve the District.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

Order 5-25/26 Establishing Implementation Assessments for the Portland Tourism Municipal Development District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

Order 6-25/26 Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland, Doing Business as Visit Portland for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

Order 9-25/26 Establishing a 180-Day Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

If passed, this moratorium would prohibit new theaters and performance halls with a capacity exceeding 2,000 people for 180 days while the Housing and Economic Development Committee reviews and recommends amendments to the City Code to address concerns related to the impact of large entertainment venues on public parking, traffic congestion, public safety, and other City infrastructure. This moratorium would apply retroactively to December 1, 2024.

This item must be read on two separate days. It received its first reading on April 14 and its second reading on April 28, at which point it was referred to the Sustainability & Transportation Committee. On June 16 the Sustainability & Transportation Committee voted (2-1, Phillips opposed) to refer this item back to the City Council. It received its second reading on July 14, at which point it was postponed to August 11.

Staff is requesting this item be taken at the end of the meeting.

Five affirmative votes are required for passage after public comment.

Order 10-25/26 Approving an Option to Lease Agreement with Prosperity Housing, LP for City Land at 1125 Brighton Avenue - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on June 17, 2025, and voted 3-1 (Phillips against), to forward the Option to Lease to the City Council with an amendment to include a plan satisfactory to the City that does not reduce the total current parking spaces available for use by the Barron Center, does not include taking down trees outside the leased area, and that funding for any other parking spaces and associated infrastructure be borne by the Developers.

The review and approval of the attached Option to Lease is the next step in the process of developing affordable and workforce housing on city-owned property at 1125 Brighton Avenue. The main terms of the option and proposed lease are noted below.

- Option Period: Initial term through December 31, 2026, and an ability to extend the option for an additional one-year period. Option Payment: \$1.00.
- Execution of Lease: Will occur within 90 days of the exercise of the option and concurrent with the closing of all construction financing. Lease payment is \$75,000 for the full term. The lease will be substantially in the same form as Exhibit B to the Option to Lease.
- Premises will be leased as is, where is and with all faults.
- The tenant, at their own expense, will obtain a survey of the site.
- Thirty percent (30%) of the units will be occupied by individuals or families referred by the Social Services Office.
- If, in the future, ownership of the project is transferred to a tax-exempt entity, real estate taxes must be paid.

On July 14 this item was postponed to August 11. Five affirmative votes are required for passage after public comment.

Order 11-25/26 Designating Prosperity Place 1125 Brighton Avenue Site 1 an Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend approval of this item by the City Council.

ProsperityME, along with its development partner, Developers Collaborative, requested the creation of an Affordable Housing Tax Increment Financing (AHTIF) District and Credit Enhancement Agreement (CEA) for a project located on a portion of city-owned property located on the Barron Center campus at 1125 Brighton Avenue. The proposed project would create fifty (50) units of affordable, mixed-income family rental housing. The development will include 15 one-bedroom units, 25 two-bedroom units, 8 three-bedroom units, and 2 four-bedroom units. Ten units will be affordable at 30% of the area median income (AMI) (\$31,200 for a two-person household, \$38,950 for a four-person household), 20 units at 50% AMI (\$45,450 for a two-person household, \$64,900 for a four-person household), 17 units at 60% AMI (\$54,500 for a two-person household, \$77,900 for a four-person household) and 3 units at 80% AMI (\$72,700 for a two-person household, \$103,850 for a four-person household). The building will also include a laundry room, community room, trash room and bike/stroller storage. As part of the requirements of the Request for Proposal issued by the City of Portland, 30% of the units will be set aside for referrals from the City's Social Service Division. The developer will apply for 9% Low Income Housing Tax Credits from MaineHousing through the QAP. Under the QAP the developer will be eligible for up to 3 points for an approved AHTIF district and CEA with a maximum 75% capture rate for thirty (30) years. The revenue will be used to offset project operating expenses.

If approved, the total amount of captured revenue to be returned to the Developer is estimated to be an annual average of \$118,010 over the 30-year term of the District. The amount of non-captured revenue to be deposited into the general fund is estimated to be an annual average of \$39,337. Tax sheltering benefits are estimated to be an annual average of \$46,186.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

Order 12-25/26 Approving the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Credit Enhancement Agreement with Prosperity Place LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

Order 13-25/26 Designating Mayo Housing 70 East Oxford Street an Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend approval of this item by the City Council.

Portland Housing Development Corporation is requesting an Affordable Housing TIF (75% for 30 years) to construct a three-story building with 27 affordable rental units, streetscape improvements, and common outdoor greenspace. The building would consist of nineteen (19) two-bedroom and 8 three-bedroom apartments. Ten (10) units would be reserved for households earning at or below 60% AMI (i.e. \$62,350 for a two-person household) and seventeen (17) would be reserved for households earning at or below 50% AMI (i.e. \$45,450 for a one-person household). Twenty percent of the units (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.

The forty (40) existing Public Housing Units at the COMB Block (i.e. 70 E Oxford Street) are currently vacant and do not require any additional relocation of tenants. After completion, previous tenants will be invited back to the units and may require some relocation costs. After completion, the project would be managed by Portland Housing Authority. Mayo Housing would be built with efficient building design, materials, and mechanical systems that will strive to meet or exceed the City of Portland Green Building Code. The proximity of the development to transit lines, bike paths, and recreational opportunities would support households without automobiles. Construction would begin November 2026 and be completed December 2027.

If approved, the approximate total amount of captured revenue that would be returned to the project/developer is an annual average of \$65,604 over the 30-year term. Non-

captured revenue to be deposited into the general fund is approximately \$21,868 per year. Tax sheltering benefits are estimated to be an annual average of \$25,676.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

Order 14-25/26 Approving the Mayo Housing 70 East Oxford Street Affordable Housing Credit Enhancement Agreement with Mayo Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

Order 15-25/26 Designating Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend approval of this item by the City Council.

Portland Housing Development Corporation is proposing the development of a seven-story, 91 unit building on approximately .55 acres to be known as the Boyd Housing and Cumberland Housing Affordable Housing Development Tax Increment Financing District. The District would have two Credit Enhancement Agreements and two Declaration of Covenants; the first between the City of Portland and Boyd Housing, LP (for Boyd Housing), and the second between the City of Portland and Cumberland Housing, LP (for Cumberland Housing). This would be a mixed-income development for older adults.

Boyd Housing would be comprised of 41 units within the overall 91 unit project. Cumberland Housing would be comprised of 50 units within the overall 91 unit project. The project consists of the construction of a ninety-one (91) unit mixed-income housing development with 55 (fifty-five) of the total units affordable to households at or below 50% of the area median income, 10 (ten) of the total units affordable to households at or below 60% of the area median income, 16 (sixteen) units affordable to households at or below 80% of the area median income, and the remaining 10 (ten) units at market price. The total bedroom count is 45 studio units, 41 one-bedroom units, and 5 two-bedroom units. Boyd Housing consists of 41 (forty-one) units of low-income housing development with 25 (twenty-five) units affordable to households at or below 50% of the area median income, and 16 (sixteen) units affordable to households at or below 60% of the area median income. Cumberland Housing consists of 50 (fifty) units of mixed-

income housing development with 30 (thirty) units affordable to households at or below 50% of the area median income, 10 (ten) units affordable to households at or below 60% of the area median income, and 10 (ten) units at market rate. 19 (nineteen) units (or 20% of the units) would be set aside for people experiencing homelessness or persons who have other special housing needs. 36 (thirty-six) units would be available for persons with a physical disability.

The developer is requesting a unique financing structure with MaineHousing which would allow them to apply for 9% and 4% LIHTCs for the same building. Per the developer, this approach is beneficial for obtaining additional investor equity to finance larger developments with more low-income units. This “twin” LIHTC request would result in two Affordable Housing Tax Increment Financing requests and two Credit Enhancement Agreements for this one project. Both of these requests are for 75% for 30 years. Approval of an AHTIF district and CEA with a maximum 75% capture rate for 30 years allows the developer to be eligible for up to 3 points during the scoring process with MaineHousing.

The total project development cost is estimated to be \$35,866,594 million and the estimated assessed value is \$13,582,980. 75% of the new tax revenue would be captured and returned to the developer through two credit enhancement agreements. The remaining 25% is called non-captured revenue, which would become general fund revenue. 75% of \$13,866,594 at the projected mill rate would return \$210,912 per year or \$6,327,347 over 30 years. The general revenue generated for the City would be \$70,304 per year or \$2,109,116 over 30 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 \$82,544, or \$2,476,329 over 30 years,

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

Order 16-25/26 Approving the Credit Enhancement Agreement with Boyd Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

Order 17-25/26 Approving the Credit Enhancement Agreement with Cumberland Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

Order 18-25/26 Adopting Development Program for Portland Downtown for Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

The PD District was originally established by the City Council on March 16, 1992. Since then, each year in June, for the following fiscal year starting July 1, City Council authorization of establishing the special assessment and approval of the documents is needed.

For FY2026, City Council authorization is needed for the continued operation of PD, which documents include: (1) Adopting the Development Program for the PD; (2) Assessing Maintenance and Implementation Assessments in the PD District; and, (3) authorizing the Agreement for work to be done by PD and work to be done by the City.

The budget for PD is funded largely from special assessments on all real estate in the current District. The revenue raised through the special assessment will fund the majority of PD development program expenses for FY2025. The proposed mil rate to raise the assessment revenue budget is estimated at \$1.00 per \$1,000 of property value in the current district in order to raise the PD Board approved assessment revenue of approximately \$2.3M.

Portland Downtown representatives provided a presentation to the Finance Committee (FC) at the May 8, 2025 meeting and answered additional questions from Committee members and Council members at the June 18, 2025 meeting.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

Order 19-25/26 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

This is a companion order to the Adopting Development Program for Portland Downtown for Fiscal Year 2025-2026 order above.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

Order 20-25/26 Order Approving the Agreement Between the City of Portland and Portland Downtown For Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

This is a companion order to the Adopting Development Program for Portland Downtown for Fiscal Year 2025-2026 order above.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 26-25/26 Setting Election Date on a Citizen Initiative Amendment to the Portland City Code Chapter 17 RE: An Act to End Fugitive Coal Dust - Sponsored by Ashley Rand, City Clerk

The public hearing for this Citizen Initiative was set at the July 14, 2025 City Council meeting by Order 8-25/26. Along with receiving public comment, the City Council will vote to set the election date of November 4, 2025.

Staff recommend postponing this item to August 25, 2025. Five affirmative votes are required to postpone.

ADJOURNMENT:

Chapter 4 AMUSEMENTS*

***Cross reference(s)**--Zoning regulation of adult business establishments, § 14-373 et seq.

State law reference(s)--Pinball machines, 8 M.R.S.A. § 441 et seq.

Art. I. In General, §§ 4-1--4-15

Art. II. Amusement Devices, §§ 4-16--4-40

Div. 1. Generally, §§ 4-16--4-25

Div. 2. License, §§ 4-26--4-40

Art. III. Entertainment, §§ 4-41--4-70

Div. 1. Generally, §§ 4-41--4-50

Div. 2. License, §§ 4-51--4-56

Div. 3. Standards for Entertainment Pursuant to a License, §§ 4-57--4-70

Art. IV. Gaming, §§ 4-71--4-82

Div. 1. Generally, §§ 4-71--4-80

Div. 2. License, §§ 4-81--4-82

Art. V. Nudity in Licensed Businesses, §§ 4-83--4-96

Div. 1. Generally, §§ 4-83, 4-84

Div. 2. License, §§ 4-85--4-97

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ARTICLE III. ENTERTAINMENT*

***State law reference(s)**--Dances, 8 M.R.S.A. § 161 et seq.; special permit for music, dancing or entertainment, 28 M.R.S.A. § 702.

DIVISION 1. GENERALLY

Sec. 4-41. Purpose.

The purpose of this article is to control the issuance of special permits for entertainment.

(Code 1968, § 907.1; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Ord. No. 165-06/07, 4-4-07; Ord. No. 285-19/20, 7-15-2019)

Sec. 4-42. Definitions.

Terms used in this article shall have their common meaning except that the definitions set forth in chapter 15 and/or in this section shall apply unless the context clearly indicates that a different meaning is intended.

Entertainment shall mean and include any event to which the public is invited or allowed to watch, listen to, or participate in; or is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing patrons or guests, including, but not limited to any of the following:

1. Dancing by patrons to live or recorded music;
2. The presentation of music played on sound equipment operated by an agent or contractor of the establishment, commonly known as 'disc jockey' or 'DJ';
3. The playing of background music, except where the background music cannot be heard beyond the limits of the premises on which the music is being played;
4. The presentation of live music whether amplified or unamplified;
5. The presentation of music concerts, or other similar forms of musical entertainment from any source; or
6. Any other live performance, including, but not limited to, presentations by single or multiple performers, such as hypnotists, comedians, dance arts, concerts, dances, live bands, karaoke or other live music.

Entertainment Sector Benefit Agreement means an agreement entered into between the City and certain entertainment licensees pursuant to which the licensee provides financial contributions to the City's Entertainment Sector Trust Fund and/or in-kind contributions to support Portland's entertainment sector. Such financial and in-kind contributions shall be used to provide benefits to entertainers and entertainment businesses in Portland including, but not limited to, the use or improvement of spaces used for entertainment events, rehearsals, or community events; materials, equipment, or services that are

reasonably necessary for artists or entertainment businesses; funding for education and training of artists and entertainment business staff; and similar expenses.

Indoor Entertainment shall mean entertainment that is conducted within a fully enclosed building or structure, including ensuring that all windows and doors remain closed during the time that entertainment is occurring.

Large Capacity Entertainment License means an entertainment license for premises with a capacity of 2000 or more people.

Outdoor Entertainment shall mean entertainment that is conducted outside of a fully enclosed building or structure, or is conducted within a building or structure in any manner such that the sound generated by that entertainment is intentionally projected outside of that building or structure.

(Code 1968, § 907.3; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Ord. No. 165-06/07, 4-4-07; Ord. No. 285-19/20, 7-15-2019)

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DIVISION 2. LICENSE*

*Cross reference(s)--Licenses and permits generally, Ch. 15.

Sec. 4-51. Required.

(a) No person shall conduct, or permit to be conducted on a premises, or other location owned or controlled by that person, any entertainment without first obtaining a license as provided in this Article.

(b) *Single Event Entertainment License - Private Property.* A Single Event Entertainment License - Private Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-hour period at the premises for which the license is issued. No more than five Single Event Entertainment Licenses may be issued for events at any one premises in any twelve-month period.

(c) *Single Event Entertainment License - Public Property.* A Single Event Entertainment License - Public Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-

hour period on City-owned property. Multiple events by the same party and on the same City-owned property may be combined into one license.

(d) *Indoor Entertainment License.* An Indoor Entertainment License shall allow the licensee to conduct indoor entertainment only at the premises for which the license is issued.

(e) *Outdoor Entertainment License.* An Outdoor Entertainment License shall allow the licensee to conduct outdoor entertainment only at the premises for which the license is issued.

(f) *Combined Entertainment License.* A Combined Entertainment License shall allow the licensee to conduct indoor and/or outdoor entertainment at the premises for which the license is issued.

(g) *Expanded Entertainment Addendum.* An Expanded Entertainment Addendum shall be in addition to any entertainment license and shall allow the licensee to conduct after-hours entertainment and/or to exceed the applicable sound limits. Expanded Entertainment Addendum shall be at the sole discretion of the City Manager.

(Code 1968, § 907.2; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Substitute Ord. No. 310-A-01, § 1, 8-20-01; Ord. No. 165-06/07, 4-4-07; Ord. No. 250-07/08, 5-19-08; Ord. No. 163-11/12, 5-7-12; Ord. No. 165-15/16, 3-7-2016; Ord. No. 18-17/18, 8-21-2017; Ord. No. 285-19/20, 7-15-2019)

***Editor's Note:** Sections 4-51.5 thru 4-51.7 *Moratorium on issuance of late-night entertainment licenses* expired on October 17, 2006, pursuant to Ord. No. 216-05/06, passed on 6-5-06.

Sec. 4-52. Application.

(a) Application for a license under this division shall, in addition to the requirements of Chapter 15, be submitted on forms provided by the City. Applications shall specifically include:

1. The name and contact information of the owner or person in control of the building and/or premises;
2. The name and contact information of the person responsible for the entertainment, who shall be

available to respond to inquiries of the City at all times while entertainment is taking place;

3. The location of the premises; and
4. A plan of the premises, giving in detail the dimensions and diagram of space to be used for dancing, seating, toilet rooms, and means of egress.

Applicants must provide all required information and pay all required fees before a license application will be considered.

* * *

(f) Entertainment Sector Benefit Agreement.

1. As a condition of receiving a Large Capacity Entertainment License, applicants, other than the City, for a license under Sections 4-51(d), (e) and (f) must enter into an Entertainment Sector Benefit Agreement with the City, which agreement is subject to review and approval by the City Council.
2. Any holder of a valid Large Capacity Entertainment License as of the effective date of this subsection (f), other than the City, must enter into an Entertainment Sector Benefit Agreement with the City prior to the second license termination date after said effective date. Such agreement is subject to review and approval by the City Council.
3. The total value of financial and in-kind benefits that an applicant will be required to provide under an Entertainment Sector Benefit Agreement shall be the equivalent of a percentage of the ticket price of each ticket sold for each entertainment event held at the licensed premises, adjusted for premises capacity, as set forth in the following table:

<u>Premises Capacity</u>	<u>Percentage of base ticket price</u>
<u>2000-2499</u>	<u>1.0%</u>
<u>2500-2999</u>	<u>1.5%</u>
<u>3000 or more</u>	<u>2.0%</u>

The decision whether to accept an in-kind contribution in lieu of a financial contribution from an applicant under an Entertainment Sector Benefit Agreement will be in the City Council's discretion.

For purposes of this paragraph, the term "base ticket price" means the cost of entry for an event excluding applicable taxes and third-party service and delivery fees. For example, if an entertainment license holder holds an event in its premises that have a capacity of 2200 people and sells 1500 tickets with a base ticket price of \$50 each and 700 tickets with a base ticket price of \$75 each, the amount due to the City would be as follows:

$$\underline{[(1500 \times \$50) + (700 \times \$75)] \times 0.01 = \$1,275.00.}$$

4. Prior to execution of the first Entertainment Sector Benefit Agreement created under this subsection (f), the City Council will adopt an ordinance establishing an Entertainment Sector Trust Fund to hold any funds paid to the City pursuant to any Entertainment Sector Benefit Agreements and creating procedural rules for the disbursement of such funds to the entertainment sector. The purpose of the Entertainment Sector Benefit Agreement and the Entertainment Sector Trust fund established by this subsection (f) is to promote the city's creative economy, preserve the character and vitality of the arts community and enhance accessibility for local artists and residents.

ZOOM INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

To watch the meeting remotely, [please join this Zoom link](#). Please note there is no remote participation via Zoom. This is to watch the meeting only.

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 4:00pm.

Councilors Present: Councilor Fournier, Councilor Sykes, Councilor Ali, Councilor Pelletier, Councilor Michniewicz, Councilor Bullett, Councilor Phillips, Mayor Dion

Councilors absent: Councilor Grant

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Jim (Hotel Weston), George Rheault (West Bayside)

ANNOUNCEMENTS:

Mayor Dion opened the floor for Council announcements. The following individuals spoke: Councilor Phillips, Councilor Bullett, Councilor Sykes, Councilor Michniewicz

PRESENTATIONS:

SPECIAL MEETING:

Motion was made by Councilor Ali and seconded by Councilor Bullett to recess the meeting of the City Council and convene the Special Meeting of the Corporator of the Portland Development Corporation.

Passage: 8-0 (Councilor Grant absent)

Order 1-25/26 Approving Amendments to the Guidelines for the Portland Business Assistance Program for Job Creation - Sponsored by Mark Dion, Mayor

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

Passage: 8-0 (Councilor Grant absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: George Rheault (Hanover Street)

Motion was made by Councilor Sykes and seconded by Councilor Ali to recess the Special Meeting of the Corporator of the Portland Development Corporation and reconvene the City Council meeting. Passage: 8-0 (Councilor Grant absent)

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting - June 23, 2025

Motion was made by Councilor Bullett and seconded by Councilor Pelletier for passage.

Passage: 8-0 (Councilor Grant absent)

PROCLAMATIONS:

Proclamation 1-25/26 Honoring the 100th Anniversary of the St. Peter's Catholic Church Italian Bazaar - Sponsored by Mark Dion, Mayor

Councilor Michniewicz read Proclamation 1-25/26 Honoring the 100th Anniversary of the St. Peter's Catholic Church Italian Bazaar into the record.

CONSENT ITEMS:

Order 2-25/26 Declaring August 8 to August 10, 2025 the 100th Annual St. Peter's Bazaar and Italian Street Festival - Sponsored by Danielle P. West, City Manager

Orders 2-25/26 through Orders 3-25/26 were all read and passed as consent items. Public comment was taken on all orders together.

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

Passage: 8-0 (Councilor Grant absent)

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

Order 3-25/26 Accepting from Judith Kendrick and Jim DiBiase a Sculpture by Giuliano Cecchinelli and Adding This Work to the City's Public Art Collection - Sponsored by Councilor Sarah Michniewicz

Orders 2-25/26 through Orders 3-25/26 were all read and passed as consent items. Public comment was taken on all orders together.

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

Passage: 8-0 (Councilor Grant absent)

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

UNFINISHED BUSINESS:

Order 220-24/25 Traffic Schedule Amendment RE: Parking Reassignments on Pearl Street and Cotton Street - Sponsored by Danielle P. West, City Manager

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

Passage: 8-0 (Councilor Grant absent)

Motion was made by Councilor Fournier and seconded by Councilor Bullett to waive second reading. Passage 8-0 (Councilor Grant absent)

**Second reading waived.*

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

George Rheault (Hanover Street)

Order 236-24/25 Accepting and Appropriating a \$20,000 Homeland Security Grant for the Portland Fire Department - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Pelletier and seconded by Councilor Bullett for passage.

Passage: 8-0 (Councilor Grant absent)

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

Order 237-24/25 Designating Front Street Phase 3/35 and 41 W. Presumpscot Street an Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 237-24/25 through Orders 238-24/25 were read together as companion orders.
Public comment was taken on all orders together.
Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 8-0 (Councilor Grant absent)
Councilor Ali & Mary Davis (Housing and Community Development Division Director) gave an overview of these items.
Mayor Dion opened the floor for public comment. The following individuals spoke:
George Rheault (Hanover Street)

Order 238-24/25 Approving the Front Street Phase 3/35 and 41 W. Presumpscot Street Affordable Housing Credit Enhancement Agreement with Front Street Condominium, LLC - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Orders 237-24/25 through Orders 238-24/25 were read together as companion orders.
Public comment was taken on all orders together.
Motion was made by Councilor Fournier and seconded by Councilor Phillips for passage.
Passage: 8-0 (Councilor Grant absent)
Councilor Ali & Mary Davis (Housing and Community Development Division Director) gave an overview of these items.
Mayor Dion opened the floor for public comment. The following individuals spoke:
George Rheault (Hanover Street)

Order 239-24/25 Setting Election Date on an Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Bullett to postpone this item to City Council meeting August 11, 2025, and to send this item to the Finance Committee meeting on Thursday July 17, 2025 . Passage: 8-0 (Councilor Grant absent)

Order 240-24/25 Approving the Collective Bargaining Agreement Between the City of Portland and the Police Benevolent Association - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage.
Passage: 5-3 (Councilor Sykes, Pelletier, Phillips opposed, Councilor Grant absent)
Mayor Dion opened the floor for public comment. The following individuals spoke:
George Rheault (West Bayside), Councilor Sykes, Councilor Bullett, Councilor Phillips, Councilor Pelletier

Order 241-24/25 Amendment to Portland City Code Chapter 30 RE: Golf Carts - Sponsored by the Sustainability & Transportation Committee, Regina Phillips, Chair

Motion was made by Councilor Ali and seconded by Councilor Fournier to postpone until December 15, 2025. Passage: 7-1 (Councilor Sykes opposed, Councilor Grant absent)

ORDERS:

Order 4-25/26 Designating the Portland Tourism Municipal Development District and Adopting the Development Program for the District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading.

Order 5-25/26 Establishing Implementation Assessments for the Portland Tourism Municipal Development District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading.

Order 6-25/26 Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland, Doing Business as Visit Portland for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading.

Order 7-25/26 Approving the Settlement Agreement and Mutual General Release Between FEDEQ DV004, LLC and FEDEQ DV005, LLC and the City of Portland - Sponsored by Michael Goldman, Corporation Counsel

This is first reading.

UNAGENDA ITEMS - MOVED FROM THE FLOOR

Motion was made by Councilor Pelletier and seconded by Councilor Fournier to suspend Council Rules to take up unagendized item. Passage:8-0 (Councilor Grant absent)

Motion was made by Councilor Pelletier and seconded by Councilor Ali to refer to the Legislative and Nominating Committee to review any applications that may have been received and not reviewed before the deadline for the Ethics Commission, and bring back any amendments of members of the appointed Ethics Commission if necessary. Passage: 8-0 (Councilor Grant absent)

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Phillips to adjourn. Passage 8-0 (Councilor Grant absent) at 6:07 pm.

A TRUE RECORD

Ashley Rand, City Clerk

ZOOM INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

To watch the meeting remotely, [please visit this Zoom link](#). Please note there is no remote participation via Zoom. This is to watch the meeting only.

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 6:35pm.

Councilors Present: Councilor Fournier, Councilor Sykes, Councilor Ali, Councilor Pelletier, Councilor Michniewicz, Councilor Bullett, Councilor Phillips, Mayor Dion

Councilors absent: Councilor Grant

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Daryen Plante (Portland Resident), Martin Lotus (District 3), Eric Gruer (Homeless Voices for Justice)

ANNOUNCEMENTS:

Mayor Dion opened the floor for Council announcements. The following individuals spoke: Mayor Dion, Councilor Ali

COMMUNICATIONS:

**Communication 1-25/26 Adoption of Historic Preservation Board Procedural Rules
- Kevin Kraft, Director of Planning & Urban Development**

This item was postponed until August 11, 2025

UNFINISHED BUSINESS:

Order 4-25/26 Designating the Portland Tourism Municipal Development District and Adopting the Development Program for the District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Fournier to postpone until August 11, 2025. Passage: 8-0 (Councilor Grant absent)

Order 5-25/26 Establishing Implementation Assessments for the Portland Tourism Municipal Development District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Fournier to postpone until August 11, 2025. Passage: 8-0 (Councilor Grant absent)

Order 6-25/26 Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland, Doing Business as Visit Portland for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Fournier and seconded by Councilor Phillips to postpone until August 11, 2025. Passage: 8-0 (Councilor Grant absent)

Order 7-25/26 Approving the Settlement Agreement and Mutual General Release Between FEDEQ DV004, LLC and FEDEQ DV005, LLC and the City of Portland - Sponsored by Michael Goldman, Corporation Counsel

Motion was made by Councilor Fournier and seconded by Councilor Phillips for passage, as amended as an emergency. Passage: 8-0 (Councilor Grant absent)

Motion was made by Councilor Ali and seconded by Councilor Fournier to waive the requirement of a second reading on a second meeting date. Passage 8-0 (Councilor Grant absent)

**Second reading requirement waived.*

Motion was made by Councilor Bullett and seconded by Councilor Phillips to amend. Amendment titled "Dion Amendment #1" in backup material. Passage 8-0 (Councilor Grant absent)

Motion was made by Councilor Ali and seconded by Councilor Michniewicz to pass as an emergency. Passage 8-0 (Councilor Grant absent)

Item takes effect immediately.

Mayor Dion opened the floor for public comment. The following individuals spoke: Stephen Scharff (Brackett Street), Councilor Bullett, Mayor Dion, Councilor Ali, Councilor Michniewicz, Councilor Fournier

ORDERS:

Order 8-25/26 Setting a Public Hearing on a Citizen Initiative Amendment to Portland City Code Chapter 17 RE: An Act to End Fugitive Coal Dust - Sponsored by Ashley Rand, City Clerk

Motion was made by Councilor Phillips and seconded by Councilor Ali for passage. Passage: 8-0 (Councilor Grant absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Sarah Sutherland, Stephen Scharff (Brackett Street), Councilor Bullett

Order 9-25/26 Establishing a 180-Day Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

Motion was made by Councilor Fournier and seconded by Councilor Phillips to postpone until August 11, 2025. Passage: 8-0 (Councilor Grant absent)

Order 10-25/26 Approving an Option to Lease Agreement with Prosperity Housing, LP for City Land at 1125 Brighton Avenue - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Fournier and seconded by Councilor Phillips to postpone until August 11, 2025. Passage: 8-0 (Councilor Grant absent)

Order 11-25/26 Designating Prosperity Place 1125 Brighton Avenue Site 1 an Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading

Order 12-25/26 Approving the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Credit Enhancement Agreement with Prosperity Place LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading

Order 13-25/26 Designating Mayo Housing 70 East Oxford Street an Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading

Order 14-25/26 Approving the Mayo Housing 70 East Oxford Street Affordable Housing Credit Enhancement Agreement with Mayo Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading

Order 15-25/26 Designating Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading

Order 16-25/26 Approving the Credit Enhancement Agreement with Boyd Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading

Order 17-25/26 Approving the Credit Enhancement Agreement with Cumberland Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is first reading

Order 18-25/26 Adopting Development Program for Portland Downtown for Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

This is first reading

Order 19-25/26 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

This is first reading

Order 20-25/26 Order Approving the Agreement Between the City of Portland and Portland Downtown For Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

This is first reading

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Michniewicz to adjourn. Passage 8-0 (Councilor Grant absent) at 7:32 pm.

A TRUE RECORD

Ashley Rand, City Clerk

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 17, 2025

SUBJECT: Order 21-25/26 Granting Municipal Officers' Approval of Spring and Park, LLC, dba Gills Bar and Restaurant. Application for Class I FSE at 133 Spring Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 6/24/25. Location was previously Bao Bao Dumpling.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.08.11_Gills_Council Packet
2. 2025.08.11_Gills_Council Order

Prepared by:

Date: 07/17/2025

June 22, 2025

Dear Mayor Dion and City Council Members:

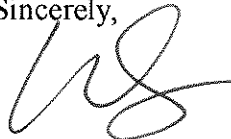
I am writing this letter of intent on behalf of Spring and Park, LLC.

Spring and Park, LLC plans to operate a bar and restaurant, Gill's, located at 133 Spring Street, in the space formerly occupied by Bao Bao Dumpling House, which also held a liquor license.

Spring and Park, LLC respectfully requests approval of the following applications: State of Maine Liquor on Premises Liquor License, and City of Portland Application for Food Service Establishment with Alcoholic Beverages License.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'MS' or similar initials, written in a cursive style.

Michael Sindoni, Member



NEW LL# 007062 -2025 2024.12.05

CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information

File or Tracking Number from BELLS application: 72919	Date of Submission of BELLS application: May 30th, 2025
---	---

Business Information

Legal Business Entity Applicant Name (corporation, LLC): Spring and Park, LLC	Business Name (D/B/A): Jills Bar and Restaurant	
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 133 Spring st. Portland, ME 04101	
If applicable, what was formerly at this location: Bao Bao Dumpling	Business Email Address: Siobhan@waysidetavernmaine.com	
Mailing Address: 183 Brackett St. #201 Portland, ME 04102	Contact Person: Michael Sindoni	
Contact Person Phone: 315-491-0899	Contact Person Email: michaelsindoni@yahoo.com	
Manager of Establishment: Michael Sindoni	Date of Birth: 06/30/1980	Manager Phone: 315-491-0899
Owner of Premises (Landlord): Cecile Stadler	Address of Premises Owner (Landlord): 133 Spring st. #2 Portland, ME 04101	

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

Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

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

Corporate Name: Spring + Park, LLC	Corporate Mailing Address: 183 Brackett St. #201 Portland, ME 04102		
Contact Person: Michael Sindoni	Contact Phone: 315-491-0899		
Principal Officers	Title	Date of Birth	Residence Address
Michael Sindoni	Manager	06/30/1980	183 Brackett St. #201 Portland, ME 04102
Siobhan Sindoni	Manager	12/28/1986	183 Brackett St. #201 Portland, ME 04102
Rian Wyllie	Manager	10/4/1979	223 Foreside Rd. Cumberland, ME



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Class of Liquor License (see fee schedule):		
Type of food served:	American	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 50% Generated from Alcohol: 50%	
Hours & days of operation:	Thursday - Monday 4-11, Saturday + Sunday 12 ^{PM} -11 ^{PM}	
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☐
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☐	☒
If yes, will the outside dining be on: ☐ PUBLIC property or ☐ PRIVATE property		
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date?: July 25 th 2025		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒	☐
If Yes, please list business name(s) and location(s): Wayside Tavern, 747 Congress St. Portland, ME 041102		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

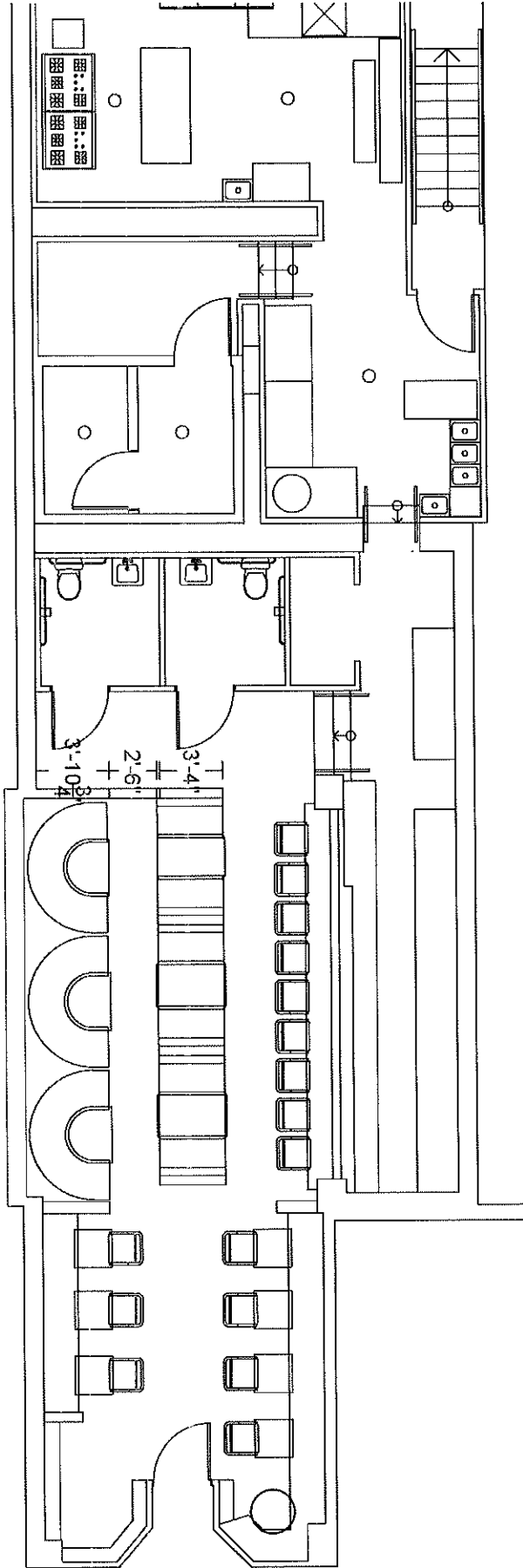
I, Giobhan Findoni do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require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

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

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

Signature Giobhan Findoni Title Manager Date 05/19/25

ADDRESS: 133 Spring St. Portland, ME 04101		
		



STARTERS

Chips and Dip

Wings

Ribs

BangBang Shrimp

SALADS

Wedge

Taco Salad

Chopped

COCKTAILS

Manhattan

Martini

G & T

Jungle Bird

Margarita

Toronto

BEER

Guinness

Budweiser

IPA

Pale Ale

Allagash White

SANDWICHES

Burger

Grilled Cheese

Fried Chicken

Club

WINE

Red

White

Rose



Zachary Lenhart <zlenhart@portlandmaine.gov>

Gills Bar and Restaurant_133 Spring_Class I FSE

Zoning <zoning@portlandmaine.gov>

Wed, Jul 30, 2025 at 8:21 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Tom Williams <tw@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Ann Machado <amachado@portlandmaine.gov>

Zack -

A Class A Restaurant (Class I) is a permitted use in the B-3 Zone per Table 6-C of Chapter 14,

Ann Machado
Zoning Administrator
amachado@portlandmaine.gov

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 11, 2025 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of Spring and Park, LLC, dba Gills Bar and Restaurant. Application for Class I FSE at 133 Spring Street - Sponsored by Danielle P. West, City Manager

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



August 4, 2025

Spring and Park, LLC
183 Brackett Street, #201
Portland, ME 04102

Re: Approval of Spring and Park, LLC, dba Gills Bar and Restaurant. Application for Class I FSE at 133 Spring Street

Dear Spring and Park, LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday August 11, 2025 at 4:00 p.m., for the review of application for Class I FSE at 133 Spring Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



Application Copy

File Number: 72919

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-05-30

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Spring and Park, LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

CORPORATE NUMBER

202512229DC

INCORPORATION DATE

2025-03-21

CORRESPONDENCE ADDRESS

183 Brackett St 201 portland ME 04102

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Michael Sindoni

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(315) 491-0899

ALTERNATE PHONE

FAX

EMAIL

Michael@waysidetavernmaine.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Rian Wyllie	Manager		40
Siobhan Sindoni	Manager		30
Michael Sindoni	Manager		30

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Gill's Bar and Restaurant

OPERATOR

PHYSICAL ADDRESS

133 Spring St Portland ME 04101

MAILING ADDRESS

183 Brackett St 201 Portland ME 04102

CONTACT NAME

Michael Sindoni

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(315) 491-0899

ALTERNATE PHONE

FAX

EMAIL

Michael@waysidetavernmaine.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

202512229DC

2. What is your expected start date?

07/15/2025

3. Has/have applicant(s) formerly held a Maine liquor license?

Yes

CAR-2021-13271
WAYSIDE
TAVERN
747 CONGRESS
STREET
PORTLAND ME 04102

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

Yes

CAR-2021-13271
WAYSIDE
TAVERN
747 CONGRESS
STREET
PORTLAND ME 04102

5. Is the applicant/licensee an individual, partnership, or association?

Yes

yes

6. Are all licensees/applicants residents of the State of Maine?

Yes

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

No

10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

No

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

No

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

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 Do you have a manager employed?

No

15 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

183 Brackett St
04102

21 What will be your business hours? Please indicate each day's open and close times.

Closed Tuesday and Wednesday
Open Thursday-Monday from 4pm-10pm

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Holy Trinity Greek Orthodox
.1 mile away

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2.pdf	
Lease/Rental Agreement	133 Spring Street Portland Lease Agreement Execution Copy.docx	
Premises Floor Plan	133 FLOOR PLAN.pdf	

APPLICANT

Michael Sindoni

DECLARATION

☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Spring and Park, LLC, dba Gills Bar and Restaurant. Application for Class I FSE at 133
Spring Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 17, 2025

SUBJECT: Order 22-25/26 Granting Municipal Officers' Approval of OPP LLC, dba Oun Lidos. Application for Class I FSE at 30 Market Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 7/2/25. This is an existing food establishment adding on-premise alcohol service.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.08.11_Oun Lidos_Council Packet
2. 2025.08.11_Oun Lidos_Council Order

Prepared by:

Date: 07/17/2025

To whom it may concern,

I hope this letter finds you well. I am writing today to express my intention to apply for a liquor license for my restaurant, Oun Lido's.

Born and raised in Portland, my goal in opening Oun Lido's has been to establish a family style restaurant that spotlights Cambodian cuisine and its rich culture in the heart of Portland's downtown, with high visibility and access to the broader Portland community. I first identified the need for a space like this when I began working in kitchens in Portland as a teenager; today, with over a decade of experience working in this city's restaurant community, that vision has only grown sharper.

Since the conception of this project, we have received consistent acclaim and support from our community, with each iteration of the business achieving a level of success that has allowed us to continue to expand. Oun Lido's began as an eight month series of popups, prior to the opening of our brick and mortar at 30 Market St in May of 2024. We opened our doors offering take out only, and have since seen a level of popularity – facilitated in part by the positive press we've received from Esquire – that has supported us in extending service into the dining room. The next phase in this progression is the establishment of a bar program. Our space, which previously housed Pat's Pizza, features two bars, built into the infrastructure of our dining rooms. Activating these will assist us both in transforming the feel of our floor, and will enable us to utilize this space as part of service. Additionally, opening the bar will transform our ability to generate revenue as we approach the summer season. Our track record has shown that the restaurant has risen to meet and excel expectations in response to each growth opportunity we have been afforded; at this time, I am prepared and enthusiastic to extend this trend to the cultivation of the bar.

My goal for this business is to provide a respectable and safe space within the Old Port for folks to gather over good food. An integral piece of the mission of Oun Lido's has always been my passion for utilizing the restaurant to hold space to host community fundraising events and family gatherings, especially for marginalized groups within the community. To this point we have been successful in this mission, having hosted several private events including Khmer Maine, and I am looking forward to extending our capacity for this work. As we look to the summer, the establishment of the bar program will support the expansion of our offerings, and as a result, allow us to continue and deepen the ways in which we are already working to serve these communities.

Thank you for your consideration,
Bounahcree Kim

RECEIVED
APR 03 2025
PORTLAND, ME
CITY OF PORTLAND



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information

File or Tracking Number from BELLS application:	Date of Submission of BELLS application:
---	--

Business Information

Legal Business Entity Applicant Name (corporation, LLC): OPP LLC	Business Name (D/B/A): OUA LIDOR	
Individual or Sole Proprietor Applicant Name(s): Bounahoree Kim	Physical Location: 30 MARKET ST. PORTLAND, ME	
If applicable, what was formerly at this location:	Business Email Address: bounahoree@gmail.com	
Mailing Address: 30 MARKET ST. PORTLAND, ME	Contact Person: Bounahoree Kim	
Contact Person Phone: (207) 939-4802	Contact Person Email: bounahoree@gmail.com	
Manager of Establishment: Bounahoree Kim	Date of Birth: 6/7/1990	Manager Phone: (207) 939-4802
Owner of Premises (Landlord): PORTLAND PROPERTIES	Address of Premises Owner (Landlord): 42 MARKET ST	

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

Name of Owner(s): Bounahoree Kim	Date of Birth: 6/7/1990	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

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

Corporate Name: OPP LLC	Corporate Mailing Address: bounahoree@gmail.com		
Contact Person: Bounahoree Kim	Contact Phone: (207) 939-4802		
Principal Officers	Title	Date of Birth	Residence Address
Bounahoree Kim	CHIEF / OWNER	6/7/90	1423 CONGRESS ST. APT #1
Vien Dobui	OWNER	6/27/82	95 MORNING ST #2



CITY OF PORTLAND

Permitting and Inspections Department

Class of Liquor License (see fee schedule): / (CLASS A RESTAURANT)		
Type of food served:	CAMBODIAN	
Please select all that will be served:	/ Beer / Wine / Liquor	
Projected percentage of sales:	Generated from Food: 75% Generated from Alcohol: 25%	
Hours & days of operation:	TUES-SUN 11AM-8PM (11AM-1AM w/ALCOHOL LICENSE)	
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☐
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☐	☒
If yes, will the outside dining be on: ☒ PUBLIC property or ☐ PRIVATE property		
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date?: 12/1/2024 5/1/2025		
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒	☐
If Yes, please list business name(s) and location(s): CONG TV BOT 57 WASHINGTON AVE, PORTLAND, ME		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

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

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

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

Signature [Signature] Title CHIEF / OWNER Date 4/1/2025

RECEIVED

APR 03 2025

Corporate Supplement

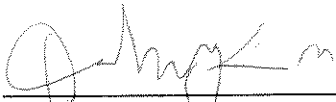
Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: OPP LLC
2. Doing Business As, if any: OWN LIPOS
3. Date of filing with Secretary of State: 7/2/25 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	TITLE	Ownership %
Bounahcree Kim	1423 Congress ST #1	CHIEF/OWNER	81%
Vien Dobvi	95 MORNING ST #2	PARTNER/ OWNER	19%

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



Signature of Owner or Corporate Officer

Date: 7/2/25

Print Name of Owner or Corporate Officer



Zachary Lenhart <zlenhart@portlandmaine.gov>

Oun Lidos_30 Market_Class I FSE

Zoning <zoning@portlandmaine.gov>

Tue, Jul 29, 2025 at 3:54 PM

To: Zoning <zoning@portlandmaine.gov>

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

Good Afternoon,

The legal use of the 1st floor is restaurant. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]

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



August 5, 2025

OPP LLC
30 Market Street
Portland, ME 04101

Re: Approval of OPP LLC, dba Oun Lidos. Application for Class I FSE at 30 Market Street

Dear OPP LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday August 11, 2025 at 4:00 p.m., for the review of application for Class I FSE at 30 Market Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 11, 2025 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of OPP LLC, dba Oun Lidos. Application for Class I FSE at 30 Market Street - Sponsored by Danielle P. West, City Manager



Application Copy

File Number: 69600

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-05-05

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

OPP LLC

LICENSEE TYPE

Partnership

DOING BUSINESS AS

Oun Lidos

CORPORATE NUMBER

1193-7874

INCORPORATION DATE

2023-03-31

CORRESPONDENCE ADDRESS

30 market street portland ME 04101

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

bounahcree kim

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 939-4802

ALTERNATE PHONE

FAX

EMAIL

bounahcree@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
bounahcree kim	chef/owner		81
vien dobui	owner		19

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Oun Lidos

OPERATOR

Bounahcree Kim

PHYSICAL ADDRESS

30 Market Street portland ME 04101

MAILING ADDRESS

30 Market Street portland ME 04101

CONTACT NAME

bounahcree kim bones

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 939-4802

ALTERNATE PHONE

FAX

EMAIL

bounahcree@gmail.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

N/a

2. What is your expected start date?

06/01/25

3. Has/have applicant(s) formerly held a Maine liquor license?

No

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

5. Is the applicant/licensee an individual, partnership, or association?

Yes

n/a

6. Are all licensees/applicants residents of the State of Maine?

Yes

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

Yes

9917

- 10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for
more information.
- No
- 11 Will any law enforcement officer directly benefit financially from this
license, if issued?
- No
- 12 Is the licensee or applicant for a license receiving, directly or indirectly,
any money, credit, thing of value, endorsement of commercial paper,
guarantee of credit or financial assistance of any sort from any person
or entity within or without the State, if the person or entity is engaged,
directly or indirectly, in the manufacture, distribution, wholesale sale,
storage or transportation of liquor.
- No
- 13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance
in the form of money, property, credit, or financial assistance of any
sort, to any person or business entity holding a liquor license granted
by the State of Maine?
- No
- 14 Do you have a manager employed?
- No
- 15 Has any of the listed applicants, an immediate family member of an
applicant, or an employed manager been denied a liquor license or
had a liquor license revoked within the last 5 years?
- No
- 16 Is any of the listed applicants the spouse, father, mother, child or other
immediate family member of a person whose liquor license has been
revoked or denied in the last 6 months?
- No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

389 congress street Portland, Maine

21 What will be your business hours? Please indicate each day's open and close times.

Open Tues-Sun

Food 11am - 9pm

Bar 11am - 1am

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Portland High School

.6 miles

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease/Rental Agreement	FE Lease 30 Market St Vien Dobui.pdf	lease agreement
Corporate Supplemental Form	corporate supplemental form.pdf	supplemental form
Premises Floor Plan	floor plan.pdf	floor plan
Food Menu	food menu.pdf	food menu

APPLICANT

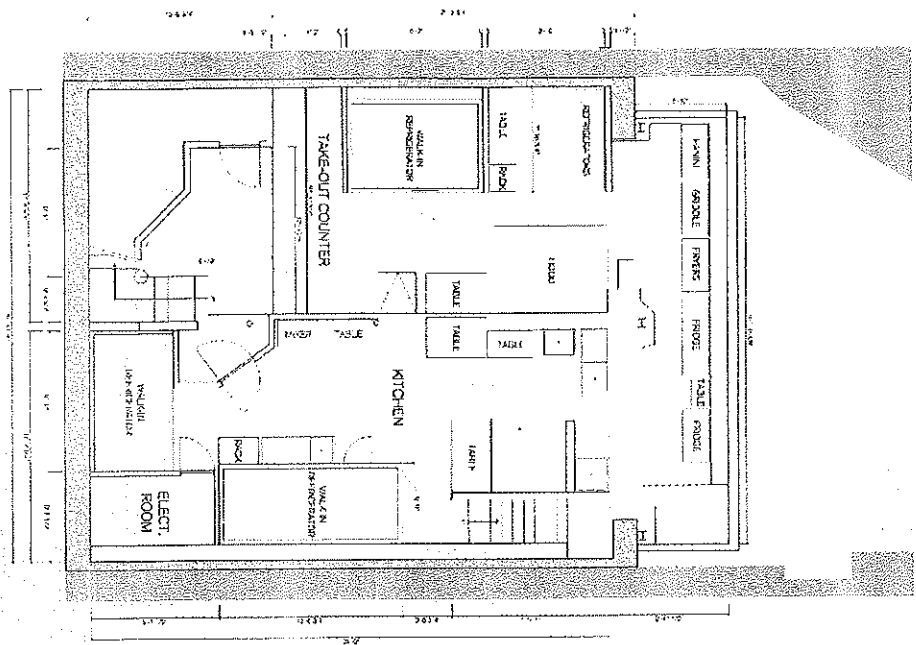
bounahcree kim bones

DECLARATION

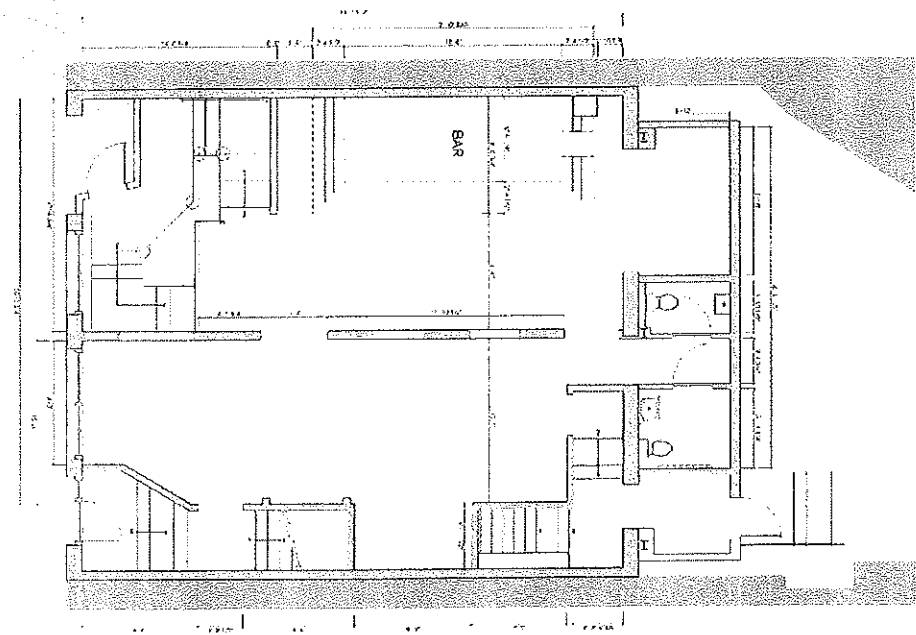
- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

PLANS: Existing Plans Throughout



Kitchen & Take-Out Counter -- Existing



Bar & Restaurant -- Existing

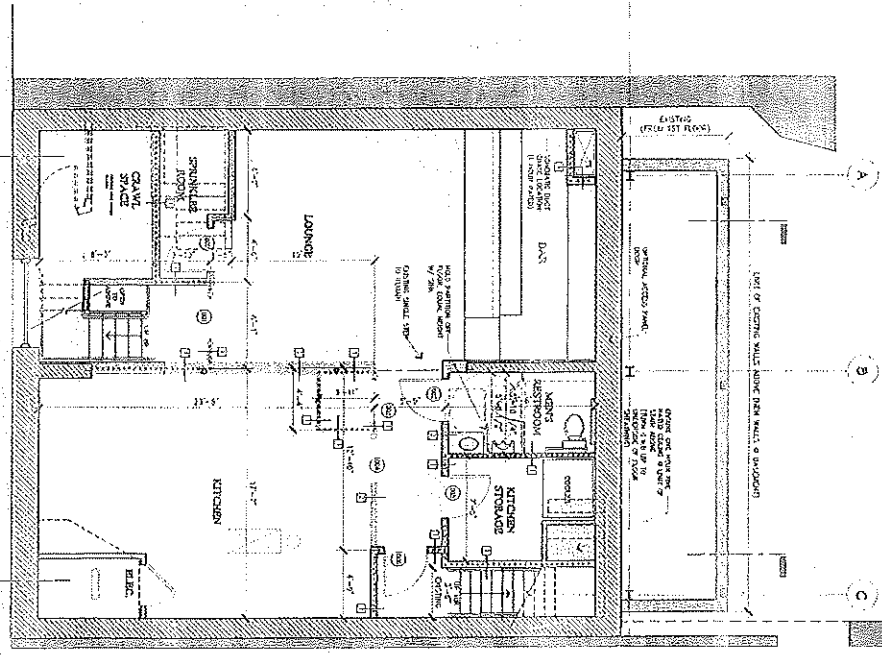
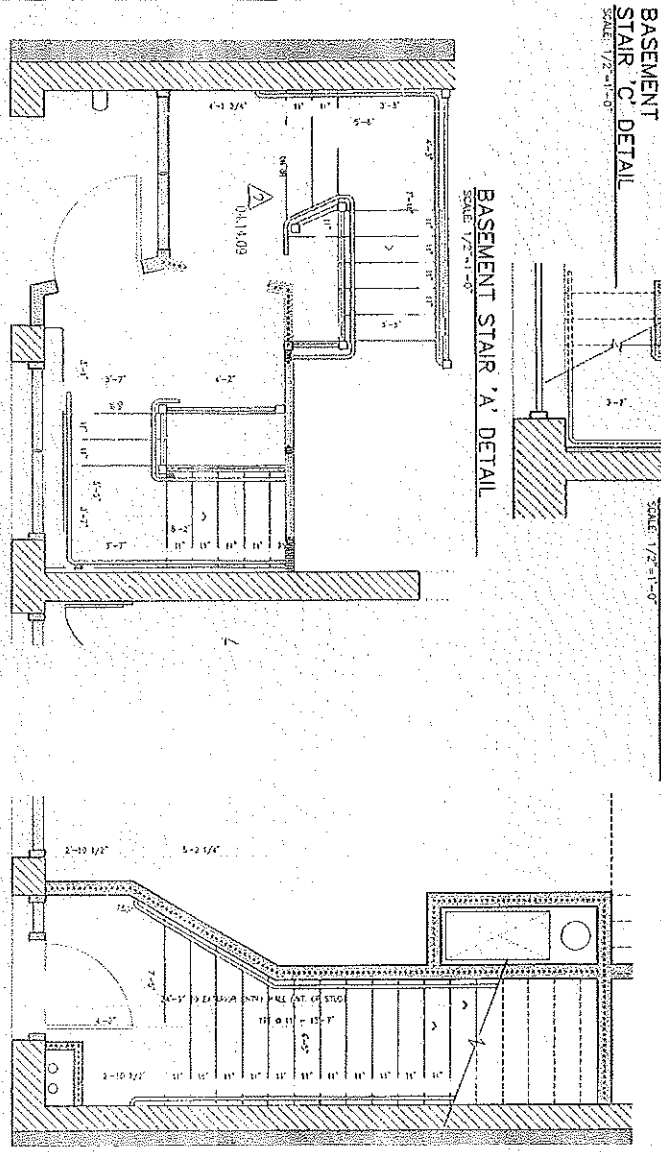
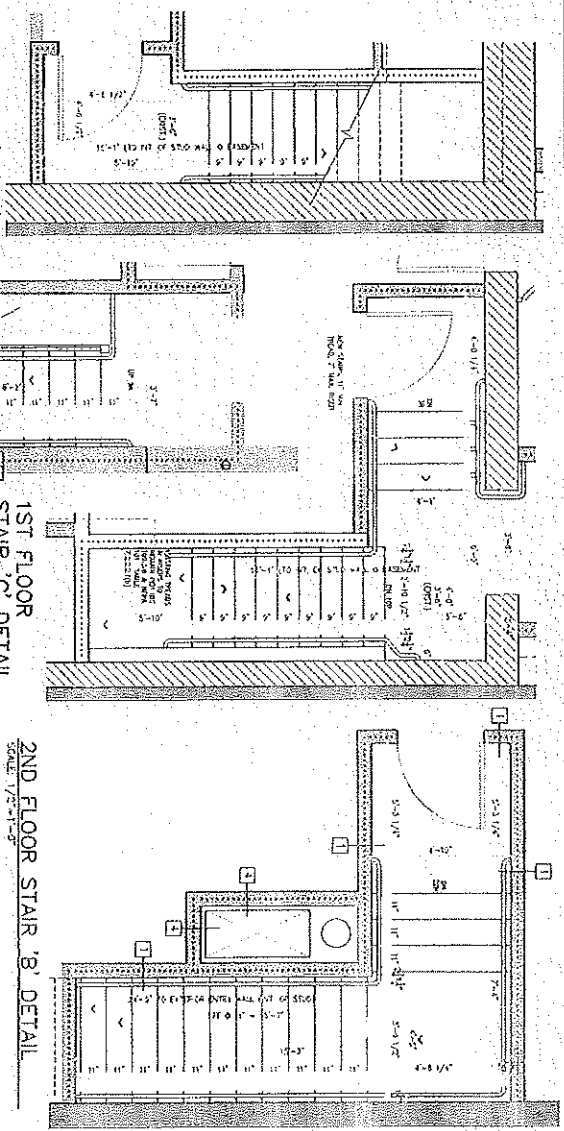
OLD FLOOR PLANS

RECEIVED
APR 03 2025
CITY OF SEATTLE

RECEIVED
APR 03 2025
LANDMARK DISTRICT

WALL LEGEND

	EXISTING WALL
	NEW WALL
	FIRE RATED WALL
	EXISTING WALL TO BE REMOVED



1ST FLOOR STAIR 'A' DETAIL
SCALE: 1/2"=1'-0"

1ST FLOOR STAIR 'C' DETAIL
SCALE: 1/2"=1'-0"

2ND FLOOR STAIR 'B' DETAIL
SCALE: 1/2"=1'-0"

1ST FLOOR STAIR 'A' DETAIL
SCALE: 1/2"=1'-0"

1ST FLOOR STAIR 'C' DETAIL
SCALE: 1/2"=1'-0"

2ND FLOOR STAIR 'B' DETAIL
SCALE: 1/2"=1'-0"

PROPOSED BASEMENT
SCALE: 1/4"=1'-0"

REVISOR: CONSTRUCTION SET APRIL 20, 2008

OLD FLOOR PLANS FROM PAT'S PIZZA

A-1.2

FLOOR PLANS

30 MARKET STREET
30 MARKET ST.
PORTLAND, MAINE
Page 60

MARK AUVELL ARCHITECTS
AIA
1000 Commercial Drive
Portland, Maine 04101
Tel: 207/773-0001
Fax: 207/773-0002
Cell: 207/773-0003
Email: mark@markauvell.com

SPECIAL PRESENTATION GOLD DRINKS

ICED

Vietnamese Coffee 6
Lychee Black Tea 4
Jasmine Tea 4
Ginger Chrysanthemum Tea 4

SLUSHIE

Coconut Lime 6
Flower Kiss 6
(Guava, apricot, pear)

HOT

Jasmine Tea 4
Lychee Black Tea 4
Lemon Honey Tea 5

SODA

Ramune 3.55
(rotating flavors!)

Add boba to any drinks +1
Add basil seed to most drinks +1
more to come!

“Try our delectable POTSTICKERS”

OUNLIDOS'S LIDOS
OUNLIDOS'S LIDOS
OUNLIDOS'S LIDOS

“Chef Bones highly recommends our

LEMON CHICKEN”

OUNLIDOS'S LIDOS
OUNLIDOS'S LIDOS

“T-Y-S-M”

RESERVATIONS AVAILABLE



PHONE #: 207-554-3111



OPEN Everyday 11am to 8pm

CLOSED Mondays

ounlidos.com

@OUN.LIDOS



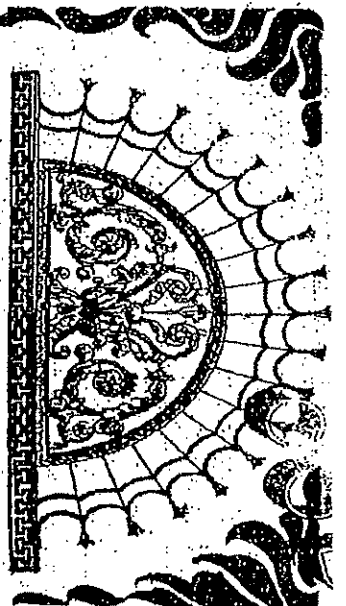
30 MARKET ST.
PORTLAND, ME 04101

“Finest”
Cambodian
Cuisine

OUNLIDOS'S

ISOUN

WHEELS
COUNTRY



OUNLIDOS.COM
ORDERS TO TAKE OUT
AIR CONDITIONED

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

OPP LLC, dba Oun Lidos. Application for Class I FSE at 30 Market Street.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 17, 2025

SUBJECT: Order 23-25/26 Granting Municipal Officers' Approval of Coco Miyake LLC, dba Aomori Market. Application for Class III & IV FSE with Outdoor Dining on Private Property at 52 Hanover Street, Suite C - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 7/9/25. This is a new establishment.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.08.11_Aomori Market_Council Packet
2. 2025.08.11_Aomori Market_Council Order

Prepared by:

Date: 07/17/2025

July 14, 2025

Mayor Mark Dion
Members of the Portland City Council
City Hall
389 Congress Street
Portland, ME 04101

Subject: Letter of Intent for Liquor License – Aomori Market

Dear Mayor Dion and Members of the City Council,

I am writing to formally express our intent to apply for a liquor license for **Aomori Market and Kitchen**, a new Japanese market we will be opening at 52 Hanover Street, Suite C, in Portland.

Aomori Market and Kitchen will draw inspiration from Japanese convenience stores—serving as an all-day hybrid of convenience store, café, and quick-service eatery. We will offer a curated selection of Japanese specialty items as well as everyday essentials. Prepared foods such as karaage, onigiri, and curry pan will be available for takeout or dine-in, accompanied by a curated selection of beer, wine, and sake. In the evenings, the space will also serve as a comfortable waiting area for guests dining at the restaurant next door.

Additionally, we plan to open a private dining room behind sliding wooden doors at the rear of the space. This room will function as an *omakase* counter, offering a seasonal, chef-curated tasting menu to a limited number of guests—one seating per night, for seven guests. We intend to serve a carefully selected list of Japanese sake and beers in this space.

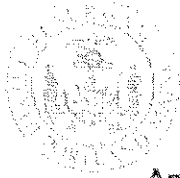
We are fully committed to responsible operation and compliance with all applicable regulations of the City of Portland and the State of Maine. All staff involved in the service of alcohol will be properly trained and certified in responsible alcohol service.

I have had the privilege of owning and operating two restaurants in Portland over the years, and I look forward to being part of the Portland community and contributing to the city's food scene again. We respectfully ask for your consideration and support of our application.

Please don't hesitate to contact me with any questions or if additional materials are needed.

Sincerely,

Masa Miyake
management@aomorigroup.com | 207-400-9833



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information	
File or Tracking Number from BELLS application: 86265	Date of Submission of BELLS application: 7/9/25

Business Information		
Legal Business Entity Applicant Name (corporation, LLC): Coco Miyake LLC	Business Name (D/B/A): Aomori Market	
Individual or Sole Proprietor Applicant Name(s): Masa Miyake	Physical Location: 52 Hanover St Unit C, Portland, ME	
If applicable, what was formerly at this location: NA	Business Email Address: management@aomorigroup.com	
Mailing Address: 51 Curtis Rd, Freeport, ME 04032	Contact Person: Reo Miyake	
Contact Person Phone: 207-400-9833	Contact Person Email: management@aomorigroup.com	
Manager of Establishment: Reo Miyake	Date of Birth: 7/16/98	Manager Phone: 207-400-9833
Owner of Premises (Landlord): Reveler Development	Address of Premises Owner (Landlord): 52 Hanover Street, Portland, ME 04101	

Sole Proprietor/Partnership Information (If Corporation, leave blank)		
Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)			
Corporate Name: Coco Miyake LLC		Corporate Mailing Address: 51 Curtis Road, Freeport, ME 04032	
Contact Person: Reo Miyake		Contact Phone: 207-400-9833	
Principal Officers	Title	Date of Birth	Residence Address
Masa Miyake	Owner	7/2/63	51 Curtis Road, Freeport, ME



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Class of Liquor License (see fee schedule): <u>Class III & IV</u>		
Type of food served:	<u>Japanese</u>	
Please select all that will be served:	☒ Beer ☒ Wine ☐ Liquor	
Projected percentage of sales:	Generated from Food: <u>85%</u> Generated from Alcohol: <u>15%</u>	
Hours & days of operation:	<u>Mon - Sun, 8 am to 8 pm</u>	
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☐
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒	☐
If yes, will the outside dining be on:	☐ PUBLIC property or ☒ PRIVATE property	
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date? :	<u>November 1, 2025</u>	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒	☐
If Yes, please list business name(s) and location(s): <u>Miyake, 468 Fore St</u> and <u>Pai Men Miyake, 188 State St</u>		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

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

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

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

Signature [Signature] Title Owner Date 7-11/25

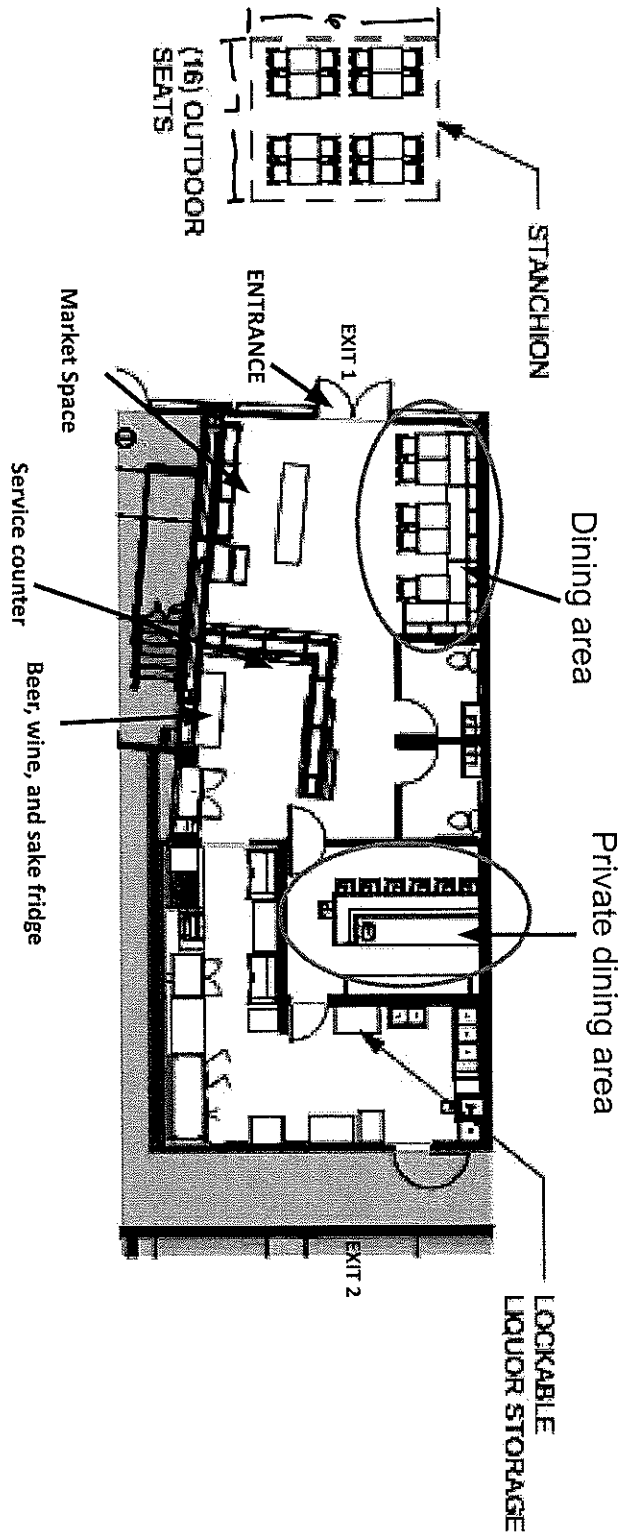
Aomori Market - Floor Plan

On Premise Consumption = Indoor Dining and Outdoor Dining

Indoor Seating = 17

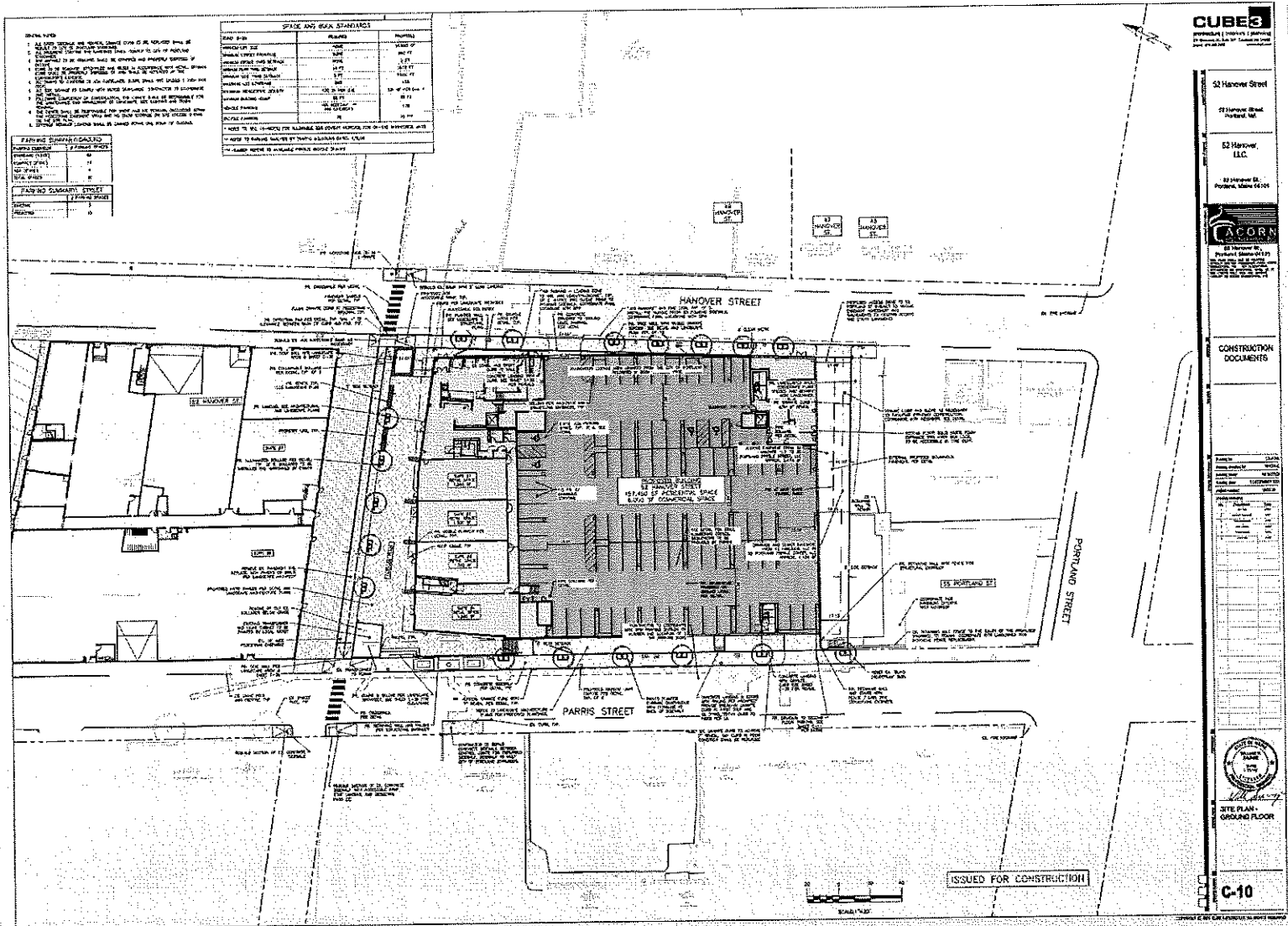
Seasonal Outdoor Seating= 16

Outdoor Seating = 7 ft x 6ft = 42 sqft



Scale: 1 ft = 1/8 in

Suite #3 = Aomori Market
Suite #4 = Aomori Restaurant



Aomori Market - Menu

gluten Free (gf), vegan (v), vegetarian (vg)

Grab & Go

- **Onigiri** - \$4
Rice ball with selection of fillings (salmon, beef, pickled mustard greens, shrimp tempura)
- **Curry Pan** - \$5
Japanese curry encased in a fluffy, fried bun
- **Egg Sando** - \$5
Japanese milk bread filled with egg salad
- **Katsu Sando** - \$8
Panko fried pork cutlet sandwich
- **Karaage** - \$8
Japanese style fried chicken
- **Sashimi** - \$15
Selection of fresh sashimi
- **Zaru Soba** - \$10
Cold soba noodles served with tsuyu sauce

Japanese Sweets

- **Matcha Mochi** - \$6
Sponge cake topped with matcha ice cream covered in mochi
- **Hojicha Tiramisu** - \$7
Roasted green tea tiramisu
- **Melon Pan** - \$5
Japanese sweet bun covered in a thin biscuit
- **Tai Yaki** - \$5
Fish shaped cake filled with sweet custard

Usagi Room - Menu (private dining room)

Usagi Room will be a private dining room with seven seats. The dining room will be open from 5 to 8 pm. There will be one seating a night, with a three hour dining window. The Usagi Room will be omakase style (chef's choice) and seasonal. The menu will change throughout the year but will have around 20 courses. *\$200/person*



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Coco Miyake LLC	2. Date of incorporation/registration: 08/02/24	3. State of incorporation: Maine
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List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Masa Miyake	07/02/1963	masadomodomo@gmail.com	51 Curtis Road, Freeport, ME 04032	Owner	100%



Zachary Lenhart <zlenhart@portlandmaine.gov>

Aomori Market_52C Hanover_Class 3-4

Zoning <zoning@portlandmaine.gov>

Tue, Jul 29, 2025 at 3:10 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zoning <zoning@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Zachary Lenhart <zlenhart@portlandmaine.gov>

Hello,

The legal use of 52 Hanover St Unit C is *restaurant and retail* pending permit number BLDC2025-04449, which has been issued.

Zoning Approves.

Thank you,
Will Valentine
Zoning Specialist
[Quoted text hidden]

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



August 5, 2025

Coco Miyake LLC
51 Curtis Road
Freeport, ME 04032

Re: Approval of Coco Miyake LLC, dba Aomori Market. Application for Class III & IV FSE with Outdoor Dining on Private Property at 52 Hanover Street, Suite C

Dear Coco Miyake LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday August 11, 2025 at 4:00 p.m., for the review of application for Class III & IV FSE with Outdoor Dining on Private Property at 52 Hanover Street, Suite C. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 11, 2025 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of Coco Miyake LLC, dba Aomori Market. Application for Class III & IV FSE with Outdoor Dining on Private Property at 52 Hanover Street, Suite C - Sponsored by Danielle P. West, City Manager



Application Copy

File Number: 86265

Job Type: New Application

LICENSE TYPE

On-Premises: Beer & Wine

APPLICATION DATE RECEIVED

2025-07-09

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Coco Miyake LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Aomori Market

CORPORATE NUMBER

202402440DC

INCORPORATION DATE

2024-08-02

CORRESPONDENCE ADDRESS

51 Curtis Road Freeport ME 04032

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Reo Miyake

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 400-9833

ALTERNATE PHONE

FAX

EMAIL

management@aomorigroup.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Masa Miyake	Owner		100

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Aomori Market

OPERATOR

Masa Miyake

PHYSICAL ADDRESS

52 Hanover Street Unit C Portland ME 04101

MAILING ADDRESS

51 Curtis Road Freeport ME 04032

CONTACT NAME

Reo Miyake

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 400-9833

ALTERNATE PHONE

(207) 975-3252

FAX

EMAIL

management@aomorigroup.com

QUESTIONS

On-Premises: Beer & Wine

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

202402440DC

2. What is your expected start date?

November 1, 2025

3. Has/have applicant(s) formerly held a Maine liquor license?

Yes

CAR-2022-14299, Miyake, 468 Fore Street, Portland, ME 04101, CAR-2010-7708, Pai Men Miyake, 188 State Street, Portland, ME 04101

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

5. Are all licensees/applicants residents of the State of Maine?

Yes

6. Is the applicant/licensee an individual, partnership, or association?

Yes

Yes

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

No

- 10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for
more information.
No
- 11 Will any law enforcement officer directly benefit financially from this
license, if issued?
No
- 12 Is the licensee or applicant for a license receiving, directly or indirectly,
any money, credit, thing of value, endorsement of commercial paper,
guarantee of credit or financial assistance of any sort from any person
or entity within or without the State, if the person or entity is engaged,
directly or indirectly, in the manufacture, distribution, wholesale sale,
storage or transportation of liquor.
No
- 13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance
in the form of money, property, credit, or financial assistance of any
sort, to any person or business entity holding a liquor license granted
by the State of Maine?
No
- 14 Do you have a manager employed?
Yes
Reo Miyake, 07/16/98
Helen Carter, 08/22/97
- 15 Has any of the listed applicants, an immediate family member of an
applicant, or an employed manager been denied a liquor license or
had a liquor license revoked within the last 5 years?
No
- 16 Is any of the listed applicants the spouse, father, mother, child or other
immediate family member of a person whose liquor license has been
revoked or denied in the last 6 months?
No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

51 Curtis Road, Freeport, ME 04032

21 What will be your business hours? Please indicate each day's open and close times.

Mon-Sun, 8am-8pm

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Portland High School, 0.3 miles,
Maine College of Art Dorms, 0.4 miles,
Living Hope Church, 500 ft

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
------	-----------	-------------

Corporate Supplemental Form

102 Supplemental
Ownership Form and
Affidavit-2.pdf

Lease/Rental Agreement

Miyake Market Lease - 52
Hanover Unit 3 - Executed
2.28.2025.pdf

Premises Floor Plan

Aomori Market (Liquor floor
plan).pdf

Food Menu

Aomori Market - menu.pdf

APPLICANT

Masa Miyake

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Coco Miyake LLC, dba Aomori Market. Application for Class III & IV FSE with Outdoor Dining on Private Property at 52 Hanover Street, Suite C.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 17, 2025

SUBJECT: Order 24-25/26 Granting Municipal Officers' Approval of Reo Miyake LLC, dba Aomori. Application for Class I FSE at 52 Hanover Street, Suite D - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 7/9/25. This is a new establishment.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.08.11_Aomori Restaurant_Council Packet
2. 2025.08.11_Aomori Restaurant_Council Order

Prepared by:

Date: 07/17/2025

July 9, 2025

Mayor Mark Dion

Members of the Portland City Council

City Hall

389 Congress Street

Portland, ME 04101

Subject: Letter of Intent for Liquor License – Aomori Restaurant

Dear Mayor Dion and Members of the City Council,

I am writing to express our intent to apply for a liquor license for *Aomori*, a new Japanese restaurant that we will be opening in Portland. The restaurant will be located at 52 Hanover Street, and we plan to serve dinner seven days a week. We will have 44 indoor seats and 22 outdoor, seasonal seats.

Aomori will offer a welcoming, relaxed dining experience inspired by the culinary traditions of Aomori— a prefecture in northern Japan where I grew up, and Maine’s sister state in Japan. Our menu will feature a variety of authentic Japanese dishes as well as original creations highlighting the connection between Aomori and Maine. We intend to offer a thoughtfully selected list of beer, wine, and cocktails to enhance the dining experience for our guests.

We are committed to operating responsibly and in full compliance with the laws and regulations of the City of Portland and the State of Maine. All staff involved in the service of alcohol will be trained and certified in safe alcohol service practices.

I have had the privilege of owning and operating two restaurants in Portland over the years, and I look forward to being part of the Portland community and contributing to the city’s restaurant scene again. We respectfully ask for your consideration and support of our application.

Please don’t hesitate to contact me with any questions or if additional materials are needed.

Sincerely,

Masa Miyake

management@aomorigroup.com | 207-400-9833



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information

File or Tracking Number from BELLS application: 52763 86265	Date of Submission of BELLS application: 06/02/25
--	--

Business Information

Legal Business Entity Applicant Name (corporation, LLC): Reo Miyake LLC	Business Name (D/B/A): Aomori	
Individual or Sole Proprietor Applicant Name(s): Masa Miyake	Physical Location: 52 Hanover Street, Suite D, Portland, Maine 04101	
If applicable, what was formerly at this location:	Business Email Address: management@aomorigroup.com	
Mailing Address: 51 Curtis Road, Freeport, ME 04032	Contact Person: Reo Miyake	
Contact Person Phone: 207-400-9833	Contact Person Email: management@aomorigroup.com	
Manager of Establishment: Reo Miyake	Date of Birth: 07/16/98	Manager Phone: 207-400-9833
Owner of Premises (Landlord): Reveler Development	Address of Premises Owner (Landlord): 52 Hanover Street, Portland, ME 04101	

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

Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

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

Corporate Name: Reo Miyake LLC	Corporate Mailing Address: 51 Curtis Road, Freeport, ME 04032		
Contact Person: Reo Miyake	Contact Phone: 207-400-9833		
Principal Officers	Title	Date of Birth	Residence Address
Masa Miyake	Owner	07/02/63	51 Curtis Road, Freeport, ME 04032



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Class of Liquor License (see fee schedule): Class A Res / Class I FSE		
Type of food served:	Japanese - dinner	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 75% Generated from Alcohol: 25%	
Hours & days of operation:	Sunday-Thursday, 4pm-10pm Friday-Saturday, 4pm-12am	
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☐
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒	☒
If yes, will the outside dining be on:	☐ PUBLIC property or ☒ PRIVATE property	
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date?	November 1, 2025	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒	☐
If Yes, please list business name(s) and location(s): CAR-2022-14299, Miyake, 468 Fore Street, Portland, ME 04101		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

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

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

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

Signature Title Owner Date 7-9-25

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557
 BL@portlandmaine.gov • www.portlandmaine.gov

Aomori - Menu

gluten Free (gf), vegan (v), vegetarian (vg)

Seasonal

- **Spinach Ohitashi** – \$7
Blanched spinach in broth. gf, v
- **Miso Soup** – \$5
Scallion and seasonal veggies in a savory, miso broth. gf, v
- **Takenoko** – \$6
Grilled bamboo shoots with a light seasoning. gf, can be made v
- **Seasonal Yasai Tempura** – \$8
A selection of seasonal vegetable tempura. veg
- **Aomori Salad** – \$12
Fresh greens with seasonal vegetables. gf, v

Seafood

- **Weekly Sashimi Moriawase** – \$18
Chef's choice of fresh sashimi. gf
- **Oysters on the Half Shell** – \$20
A dozen oysters served with yuzu ponzu. gf
- **Yaki Kaki** – \$10
Three oysters grilled with seasonal ingredients. gf
- **Yaki Fry** – \$12
Three oysters, breaded and deep-fried katsu-style.
- **Seasonal Grilled Fish** – \$15
A selection of fresh fish, grilled to perfection. gf
- **Grilled Seasonal Kama** – \$18
Grilled collar of seasonal fish. gf
- **Naka-ochi** – \$25
Fresh bluefin tuna scraped from the rib bones (limited qty – please call ahead). gf

Home-cooked

- **Japanese Style Mapo Tofu** – \$18
Silky tofu in a savory meat sauce.
- **Oyakodon** – \$18
Rice bowl with chicken and egg simmered in a savory broth. gf
- **Furikake Gohan** – \$6
Rice with homemade furikake seasoning. gf
- **Kinpira Gobo** – \$6
Sauteed burdock and carrot with sesame topping. gf, v
- **Zosui** – \$10
Comforting rice soup with seasonal vegetables. Add crab +10. gf, v

Tohoku

- **Nokkedon** – \$25
Rice bowl where customers select their choice of sashimi from daily options. gf
- **Kaiyaki Miso** – \$20
Scallops in the shell, served in an omelet with green onion and miso. gf
- **Imoni** – \$18
A simmered soup with thin slices of beef, scallions, konjac, and taro. gf

Aomori - Floor Plan

On Premise Consumption = Dining room & Outdoor Seats

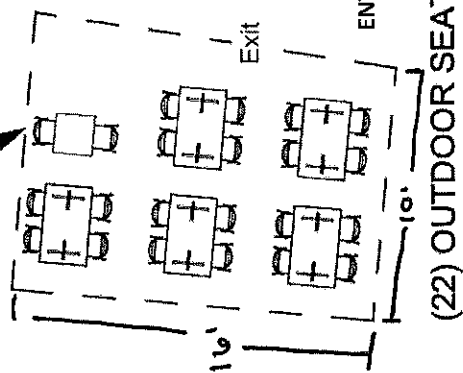
Indoor Seating = 44

Seasonal Outdoor Seating= 22

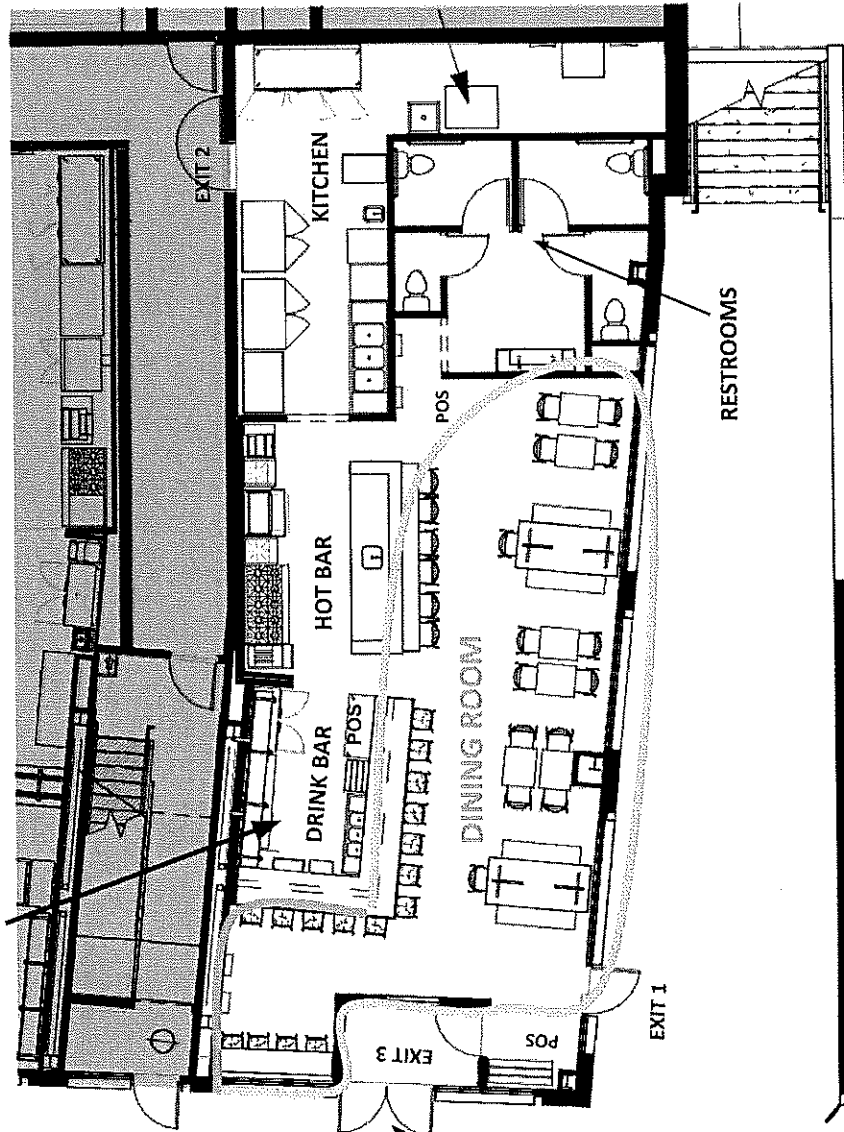
Outdoor Seating = 140 seats

140 sqft

STANCHION



BEVERAGE FRIDGE & SHELVING



SCALE: 1 ft = 1/8 in



Zachary Lenhert <zlenhert@portlandmaine.gov>

Aomori_Class I FSE_52D Hanover

Zoning <zoning@portlandmaine.gov>

Tue, Jul 29, 2025 at 3:09 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>

Hello,

The legal use of 52 Hanover St Unit C is *restaurant and retail* pending permit number BLDC2025-04449, which has been issued.

Zoning Approves.

Thank you,
Will Valentine
Zoning Specialist

[Quoted text hidden]

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



August 5, 2025

Reo Miyake LLC
51 Curtis Road
Freeport, ME 04032

Re: Approval of Reo Miyake LLC, dba Aomori. Application for Class I FSE at 52
Hanover Street, Suite D

Dear Reo Miyake LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday August 11, 2025 at 4:00 p.m., for the review of application for Class I FSE at 52 Hanover Street, Suite D. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 11, 2025 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of Reo Miyake LLC, dba Aomori. Application for Class I FSE at 52 Hanover Street, Suite D - Sponsored by Danielle P. West, City Manager



Application Copy

File Number: 52763

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-06-02

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Reo Miyake LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Aomori

CORPORATE NUMBER

202402442DC

INCORPORATION DATE

2024-08-01

CORRESPONDENCE ADDRESS

51 Curtis Road Freeport ME 04032

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Reo Miyake

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 400-9833

ALTERNATE PHONE

FAX

EMAIL

management@aomorigroup.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Masa Miyake	Owner	Miyake Shoten LLC	100

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Aomori

OPERATOR

Masa Miyake

PHYSICAL ADDRESS

52 Hanover Street Suite D Portland ME 04101

MAILING ADDRESS

51 Curtis Road Freeport ME 04032

CONTACT NAME

Reo Miyake

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 400-9833

ALTERNATE PHONE

FAX

EMAIL

management@aomorigroup.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State? If not, please address this with the Secretary of State before proceeding with this application.

Answer "No" if you are a Sole Proprietor.

Yes

202402442DC

2. What is your expected start date?

We hope to open for business on November 1, 2025.

3. Has/have applicant(s) formerly held a Maine liquor license?

Yes

CAR-2022-14299, Miyake, 468 Fore Street, Portland, ME 04101, CAR-2010-7708, Pai Men Miyake, 188 State Street, Portland, ME 04101

4. Do licensee or applicant(s) have any interest in any other Maine Liquor License?

No

5. Are all licensees/applicants citizens of the United States?

Yes

6. Are all licensees/applicants residents of the State of Maine?

Yes

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

No

- 10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.
No
- 11 Will any law enforcement officer directly benefit financially from this license, if issued?
No
- 12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.
No
- 13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?
No
- 14 Do you have a manager employed?
Yes
Helen Carter, 8/22/1997, Reo Miyake, 7/16/1998
- 15 Has any of the listed applicants or an employed manager been denied a liquor license within the last 5 years?
No
- 16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?
No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

51 Curtis Road, Freeport, ME 04032

21 What will be your business hours? Please indicate each day's open and close times.

Sunday-Thursday, 4pm-10pm

Friday-Saturday, 4pm-12am

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Portland High School, 0.3 miles

Maine College of Art Dorms, 0.4 miles

Living Hope Church, 500 ft

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	Aomori-menu.pdf	
Lease/Rental Agreement	Aomor-lease.pdf	
Corporate Supplemental Form	Aomori-supplementalform.pdf	
Premises Floor Plan	Screenshot 2025-05-03 at 10.54.46AM.png	

APPLICANT

Masa Miyake

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

Reo Miyake LLC, dba Aomori. Application for Class I FSE at 52 Hanover Street, Suite D.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 17, 2025

SUBJECT: Order 25-25/26 Granting Municipal Officers' Approval of Minibar LLC, dba Minibar. Application for Class I FSE with Outdoor Dining on Private Property at 270 Marginal Way - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 7/14/25. Location was previously World's Gym.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.08.11_Minibar_Council Packet
2. 2025.08.11_Minibar_Council Order

Prepared by:

Date: 07/17/2025



minibar LLC
Kevin Moschella, Owner
265 Marginal Way
Portland, ME 04101
207-521-6464

11 July 2025

Subject: Letter of Intent for minibar Liquor License Application

Dear Mayor Dion and Esteemed City Council Members,

I am writing to formally express my intent to apply for a liquor license for my business, minibar LLC, located at 265 Marginal Way in Portland, Maine. We are in the process of opening an indoor minigolf course sports bar and restaurant, and we seek to offer alcoholic beverages as part of our customer experience for when we open in late September/early October 2025. minibar plans to feature a full bar and full restaurant, with eighteen holes of a custom-designed sports-themed fully-ADA compliant minigolf course. minibar will also feature 30+ TVs so it can be a place to gather for the biggest games of the week, in addition to the golf, food, and beverage.

minibar's mission is to provide food and fun for patrons of all ages, while positively contributing to the growth and vitality of the Bayside neighborhood by offering a welcoming, safe, and responsibly managed space for both residents and visitors. minibar, which is locally owned and operated, will be adding 45+ jobs to the community and will be able to host events for local businesses and groups.

We understand the importance of working collaboratively within the community and intend to actively engage with neighborhood associations, local businesses, and city stakeholders to ensure that our operations align with community values and standards. We have already partnered with several local businesses including the Portland Sea Dogs, Maine Mariners, Maine Celtics, Hearts of Pine, Holy Donut, Orange Bike Brewing, Austin Street Brewery, Visit Portland, and the Greater Portland Chamber of Commerce. Giving back to the community is also an important goal for minibar, and we are already working with charities such as the Big Brothers Big Sisters, Drive Fore Kids, and the Center for Grieving Children.

We believe that minibar will provide a service that is missing in the Portland area as there are currently no minigolf courses in Portland. minibar will also provide family friendly indoor entertainment that people seek out on cold, rainy, or hot days. Additionally, minibar will host minigolf tournaments and leagues for both children and adults.

In addition to following all state and local regulations, minibar is committed to implementing responsible alcohol service practices. All staff will be trained and certified in accordance with Maine's guidelines, and we will comply fully with all ordinances governing hours of operation and public safety.

We recognize that Bayside is a dynamic and evolving part of Portland, and we look forward to being a positive, contributing presence in the neighborhood. Please feel free to contact me at 207-521-6464 or moschella@minibargolf.com if you need any additional information or documentation as we move forward with this application.

Thank you for your time and consideration.

Sincerely,

Kevin Moschella

A handwritten signature in black ink, appearing to be 'KM' followed by a stylized flourish.

Owner/General Manager

Minibar LLC



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information

File or Tracking Number from BELLS application: 38729	Date of Submission of BELLS application: 1/21/2025
---	--

Business Information

Legal Business Entity Applicant Name (corporation, LLC): minibar LLC	Business Name (D/B/A):	
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 270 Marginal Way, Portland, ME 04101	
If applicable, what was formerly at this location: World's Gym	Business Email Address: moschella@minibargolf.com	
Mailing Address: 42 Walnut St #14, Old Orchard Beach, ME 04064	Contact Person: Kevin Moschella	
Contact Person Phone: 207-521-6464	Contact Person Email: moschella@minibargolf.com	
Manager of Establishment: Kevin Moschella	Date of Birth: 04/22/1981	Manager Phone: 207-521-6464
Owner of Premises (Landlord): Diamond Street LLC	Address of Premises Owner (Landlord): PO Box 1080 Yarmouth, ME	

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

Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

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

Corporate Name: minibar LLC	Corporate Mailing Address: 42 Walnut St #14, Old Orchard Beach, ME 04064		
Contact Person: Kevin Moschella	Contact Phone: 207-521-6464		
Principal Officers	Title	Date of Birth	Residence Address
Kevin Moschella	Owner	04/22/1981	42 Walnut St #14 Old Orchard Beach, ME 04064



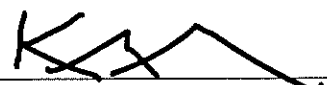
CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

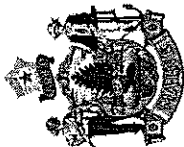
Class of Liquor License (see fee schedule): Class I (Class A Restaurant)			
Type of food served:	American pub food		
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor		
Projected percentage of sales:	Generated from Food:		Generated from Alcohol:
Hours & days of operation:	7 days a week; 10 am to 11 pm as max hours but will vary by day/season		
QUESTIONS			YES NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?			☒ ☐
If No, please explain:			
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?			☒ ☐
If yes, give the distance: 0.2 miles			
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)			☒ ☐
Will you permit dancing after 1:00 a.m.?			☐ ☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)			☒ ☐
If yes, will the outside dining be on: ☐ PUBLIC property or ☒ PRIVATE property			
Will you have any amusement devices (pinball, video games, juke box)?			☒ ☐
If yes, please list: # of amusements: 3 <u>3</u> and # of pool tables: 0 <u>0</u>			
What is your targeted opening date? :9/26/2025			
Does the issuance of this license directly or indirectly benefit any City employee(s)?			☐ ☒
If Yes, list name(s) of employee(s) and department(s):			
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?			☐ ☒
If Yes, please list business name(s) and location(s):			
Is any principal officer under the age of 21?			☐ ☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?			☐ ☒
If Yes, please explain:			

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

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

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

Signature  Title Owner, minibar LLC Date 6/25/2025



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: minibar LLC	2. Date of incorporation/registration: June 10, 2024	3. State of incorporation: Maine
--	---	-------------------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Kevin Moschella	04/22/1981	moschella@minibargo lf.com	42 Walnut St #14 Old Orchard Beach, ME 04064	Owner	100%

Affidavit

ONLY COMPLETE THIS PAGE IF THERE ARE NO OWNERS OVER 10% LISTED ON PAGE 1

The undersigned authorized representative of the applicant swears or affirms that no person that holds an ownership interest in the applicant holds an ownership interest equal to or greater than 10%.

Affiant Signature

Date

Affiant Printed Name

State of _____, County of _____

I certify that on the date set forth below, the individual named above did appear personally before me and that I did identify this applicant by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the applicant and with the photograph affixed hereto, and (b) comparing the applicant's signature made in my presence on this form with the signature on his/her identifying document.

Signature of Notary Public

Date

Printed Name of Notary Public

WARNING: The statements on this application are made under oath or affirmation. False statements can be grounds for rejection of the application or suspension or revocation of a license. False swearing is a Class D crime punishable by up to 364 days incarceration and a \$2,000 fine.

Mac n Cheese Bites (or) Mini Arancini

Pigs in a Blanket

Meatballs

Pretzel Bites

Chicken Tenders

Fried Pickles

Crinkle Fries Basket

Tuscan Chicken Sandwich

BLT

Burger

Roast Beef

Meatball (and/or) Chicken Parm Sub

Poke Bowl / Sesame Tuna

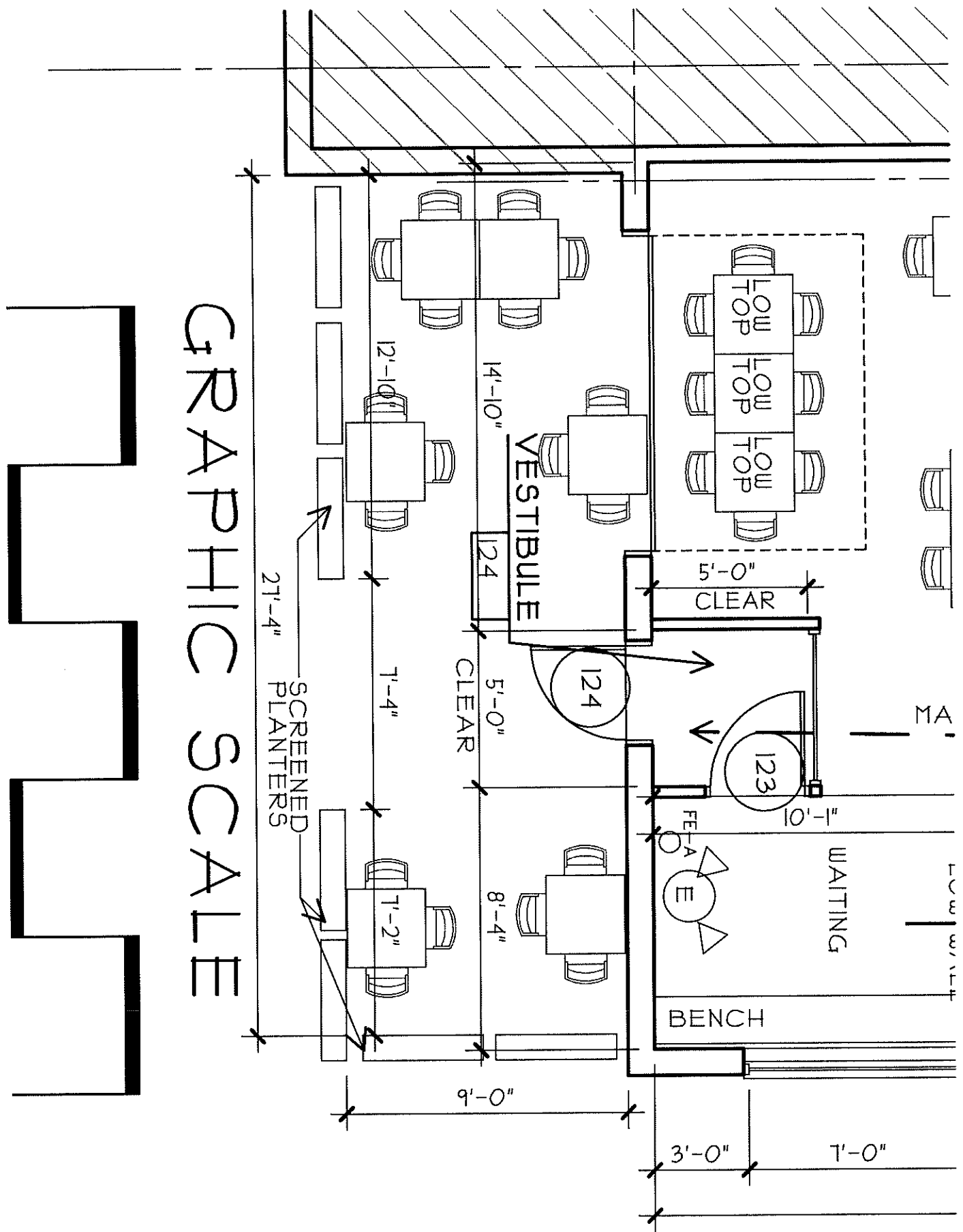
Caesar Salad

House Salad

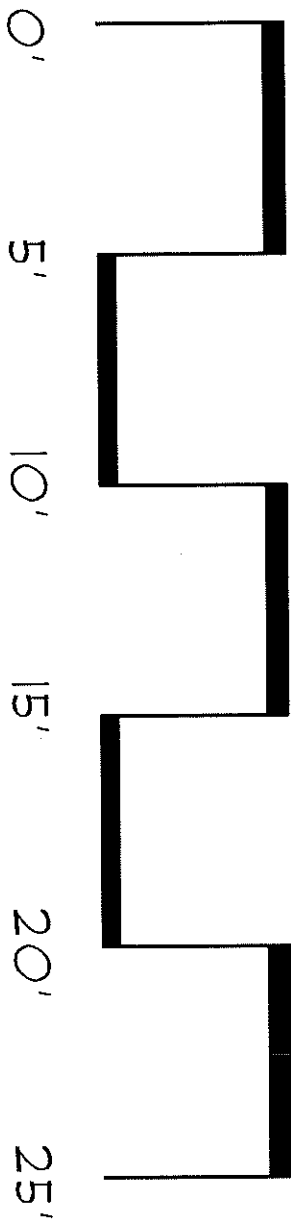
Cookie Dough Balls

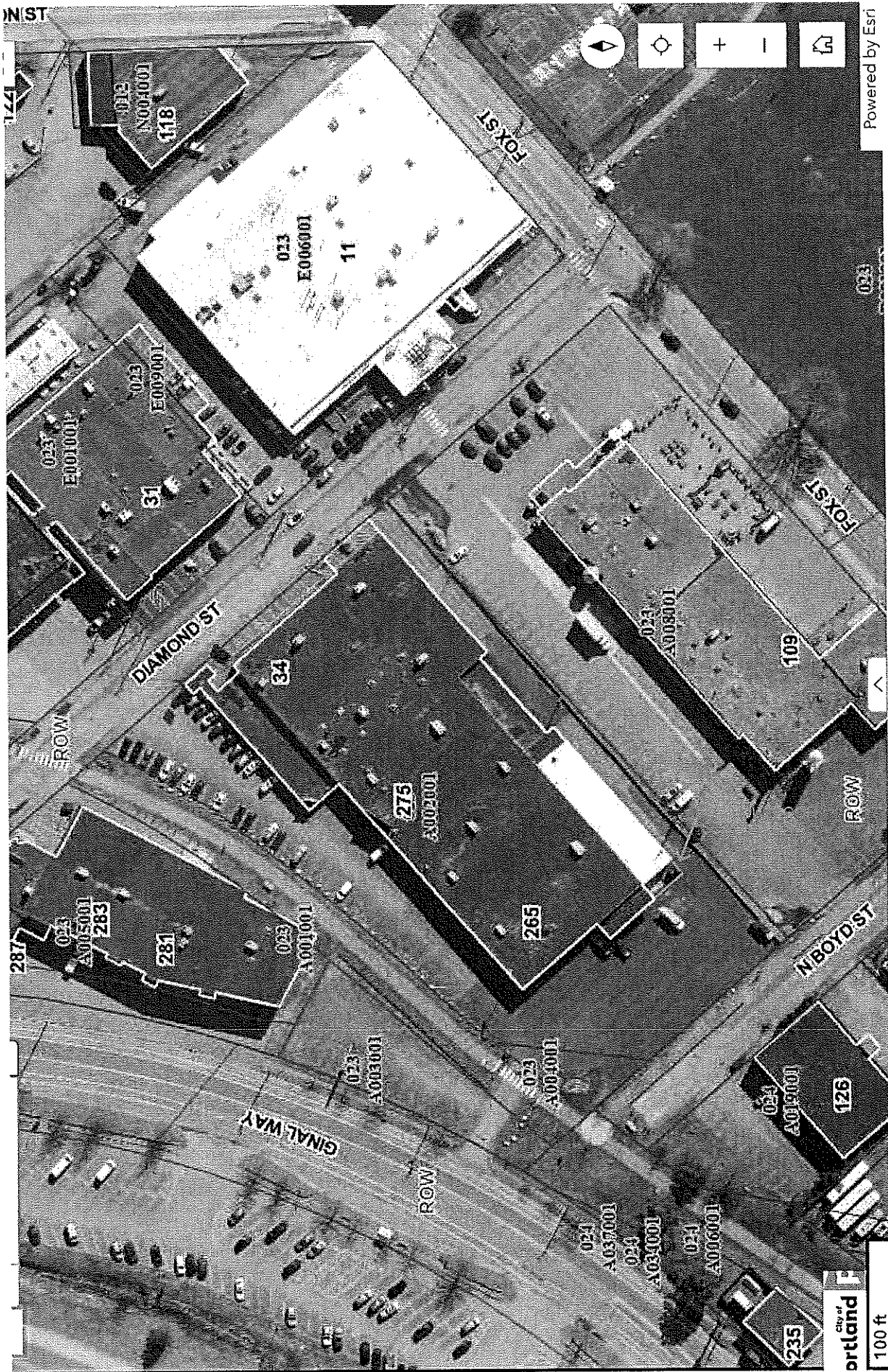
Brownie Sundae / Ice Cream

Donut Holes



GRAPHIC SCALE









CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

☐ Indoor Entertainment \$500.00	☐ Outdoor Entertainment \$700.00	☒ Combined Entertainment \$800.00
☒ Sound Mitigation Fee \$150.00		

Business Information			
Establishment Name (d/b/a):	minibar LLC	Phone:	207-521-6464
Location Address:	270 Marginal Way Portland, ME		Zip: 04101
Owner Name:	Kevin Moschella	Phone:	207-521-6464
Owner Email:	moschella@minibargolf.com		
Contact Person responsible for Entertainment:	Kevin Moschella	Phone:	207-521-6464
Contact Person Email:	moschella@minibargolf.com		
Manager of Establishment:	Kevin Moschella	Phone:	207-521-6464
Manager Email:	moschella@minibargolf.com		

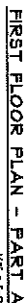
About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:
This will be an indoor minigolf course bar and restaurant with 18 holes of minigolf, a full bar, a full restaurant and 30 TVs.
Entertainment would include live trivia and live music (non-ticketed)

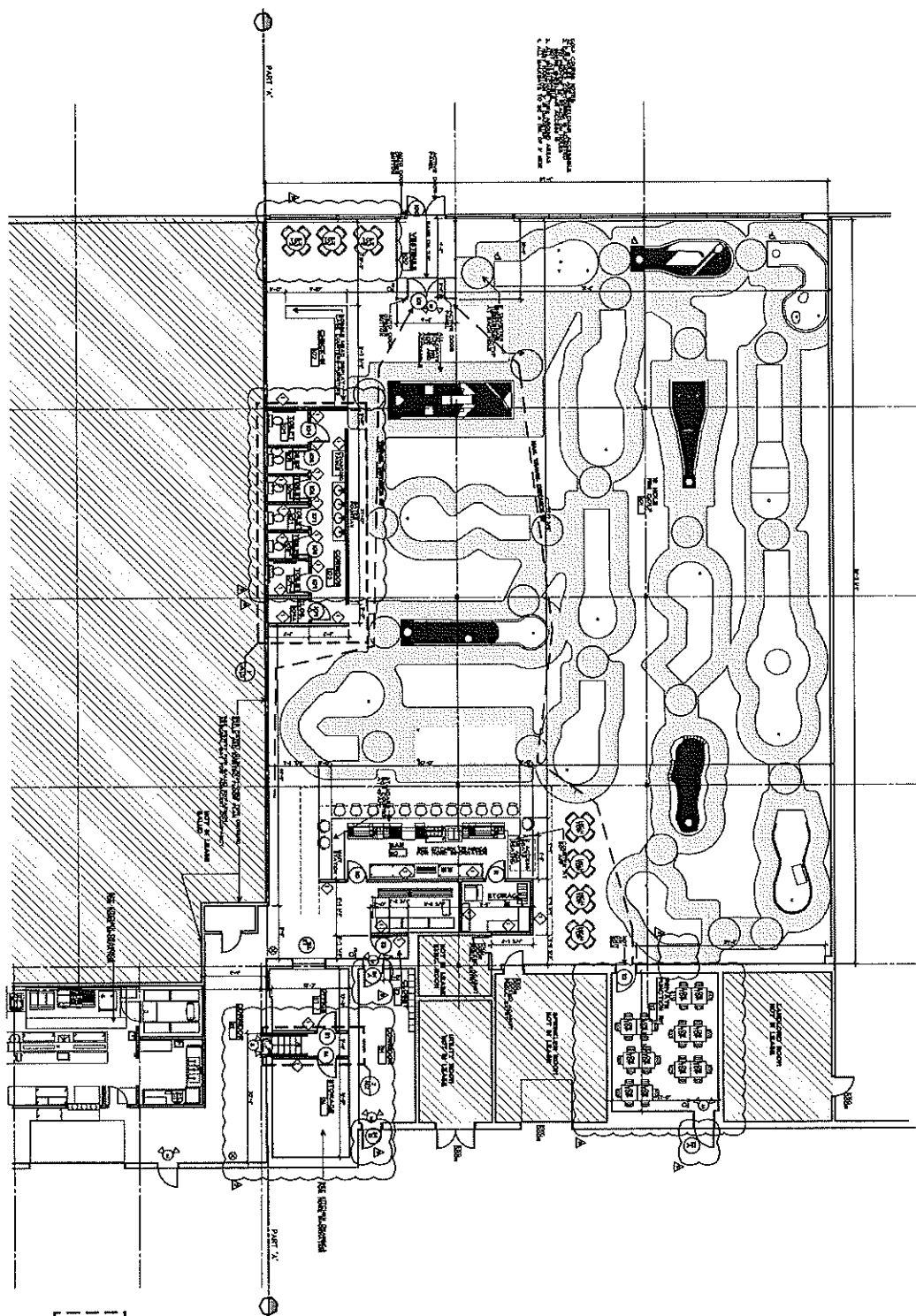
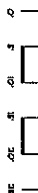
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts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

Signature  Title Owner, minibar LLC Date 6/25/2025

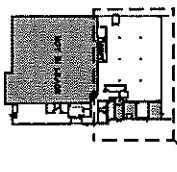
For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov



GRAPHIC SCALE



31



GENERAL NOTE:

Legend:

 Communication with the "Personnel" Staff

 Information Light

 Exit Sign

 Alarm Activation

 Type A Fire Extinguisher

 Type C Fire Extinguisher

 Safety Exit Sign

 Exit Sign

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[illegible]


 1. 警告：注意！

 2. 警告：注意！

 3. 警告：注意！

SR
ARCHITECTS
Commercial and Institutional Design

93 Pili Street
Portland, ME 04103
207.747-5975 voice
stephanul@jsharchitects.com

FIRST FLOOR PLAN - PART

1981

• T. Y. T.

INDOOR MINIATURE GOLF BAR
265 MARGINAL WAY
PORTLAND, MAINE





CITY OF PORTLAND
Permitting and Inspections Department

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

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

☒ Outdoor Dining on Private Property \$125.00 ☒ Legal Advertisement Deposit \$100.00

Business Information					
Business Name (d/b/a):	minibar LLC	Phone:	207-521-6464		
Location Address:	270 Marginal Way Portland, ME	Zip:	04101		
Mailing Address:	42 Walnut St #14 Old Orchard Beach, ME	Zip:	04064		
Contact Person:	Kevin Moschella	Phone:	207-521-6464		
Contact Person Email:	moschella@minibargolf.com				
Manager of Establishment:	Kevin Moschella	Date of Birth:	4/22/1981	Phone:	207-521-6464
Owner of Premises (Landlord):					
Address of Premises Owner:	Diamond Street LLC, PO Box 1080 Yarmouth, ME		Zip:	04096	

Owner Information

Corporate Name		Corporate Mailing Address			
minibar LLC		42 Walnut St #14 Old Orchard Beach, ME		Zip:	04064
Contact Person:	Kevin Moschella		Phone:	207-521-6464	
Principal Officers					
Title		Date of Birth		Residence Address	
Kevin Moschella	Owner	4/22/1981	42 Walnut St #14 Old Orchard Beach, ME 04064		



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Food Service Establishment and Liquor License
Type of food served:	American Pub Food
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor
Hours & days of operation:	7 days a week with hours varying by day/season; max hours 10 am to midnight
Number of Tables	4
Number of Chairs	16

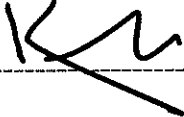
Design and Construction

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

Maintenance and Operations

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

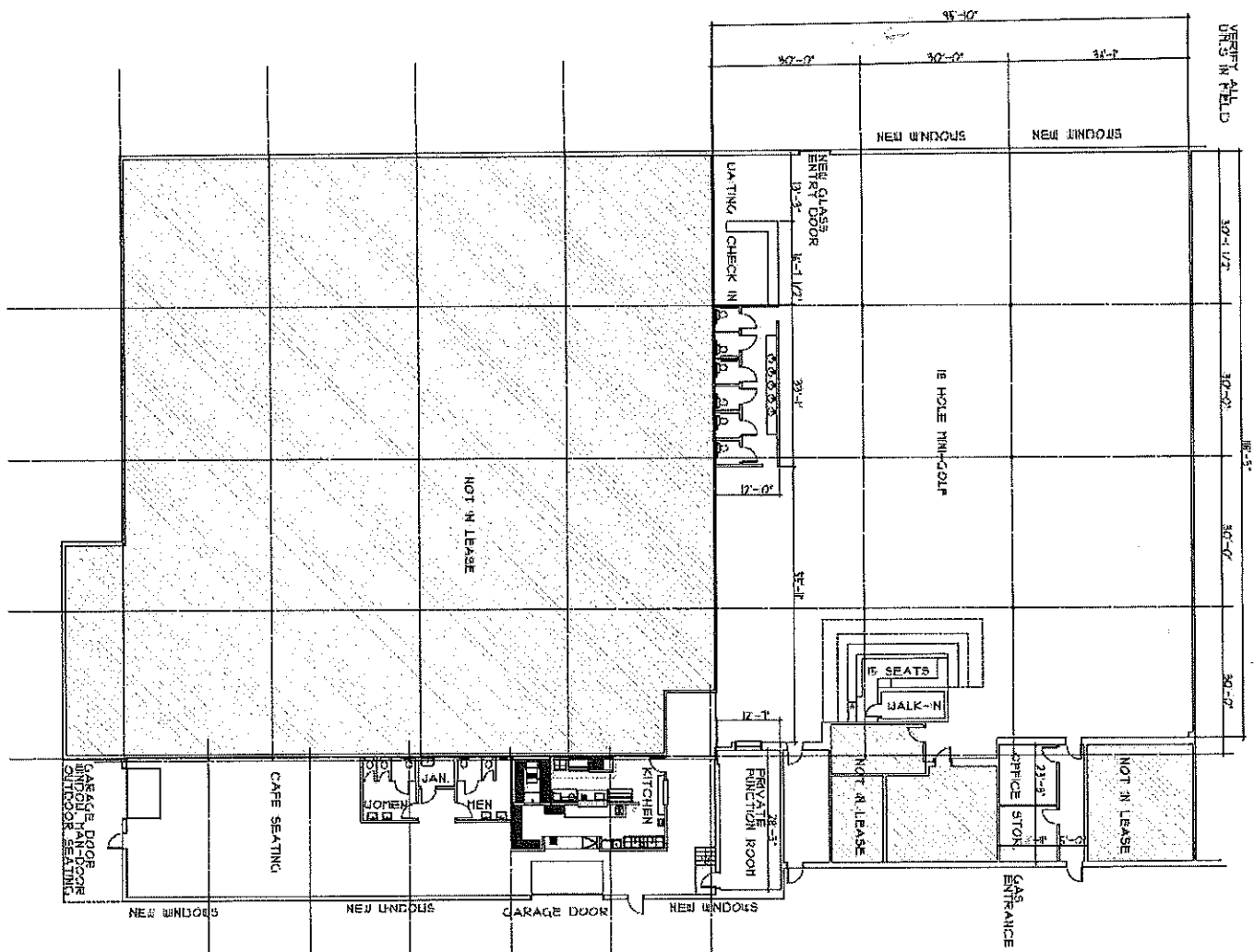
I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by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

Signature  Title Owner/General Manager Date 07/07/2025

For Administrative Use Only

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

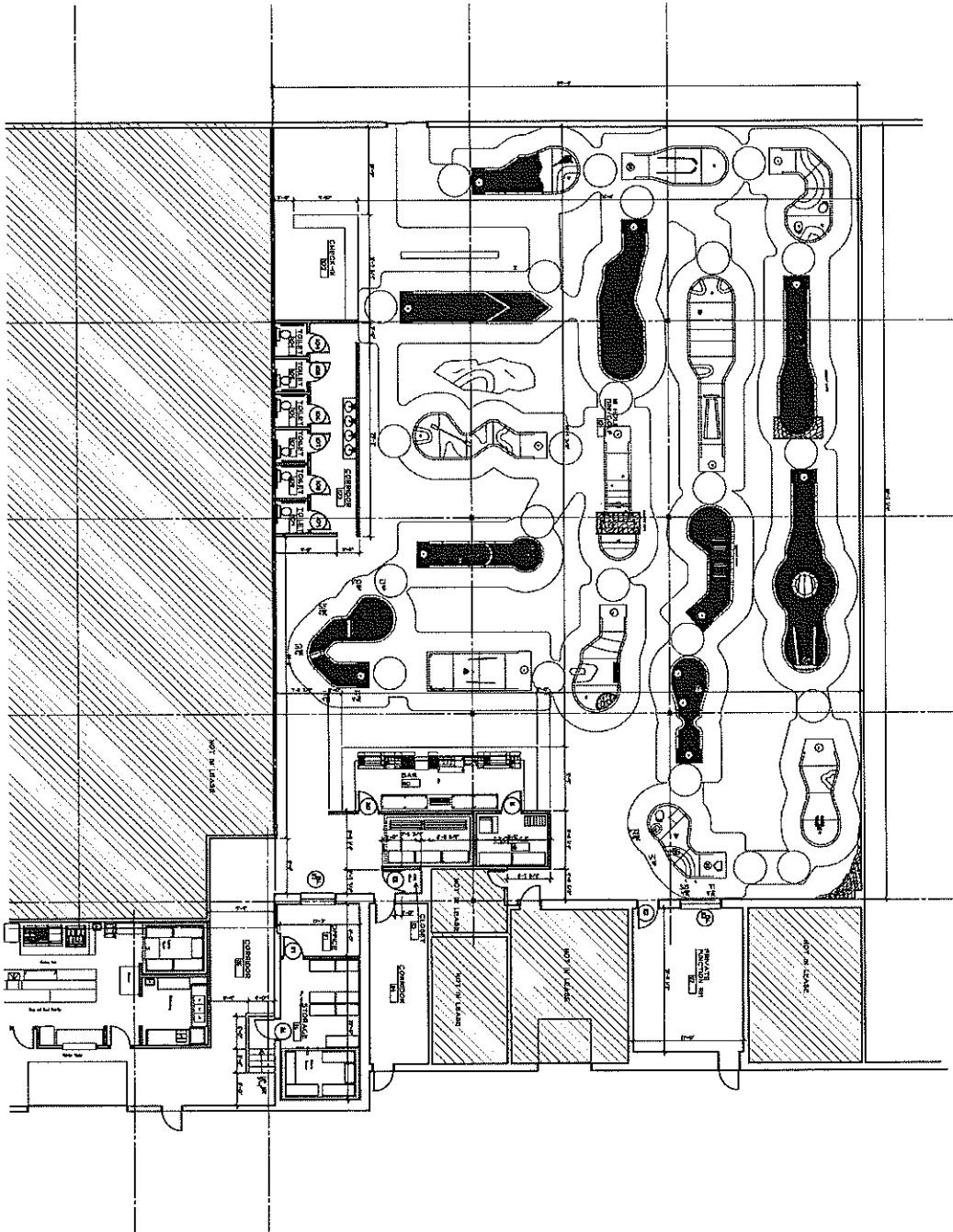
Exhibit A



DCI

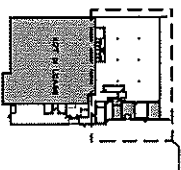


FIRST FLOOR PLAN - PART A
1/8" = 1'-0"



GENERAL NOTE:
ALL DIMENSIONS AND LOCATIONS SHOWN ON THIS PLAN ARE BASED ON THE EXISTING CONDITIONS. THE OWNER SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND PROVIDING THE NECESSARY INFORMATION TO THE ARCHITECT.

KEY PLAN



SRP ARCHITECTS 270 Rte. 1 Portland, ME 04103 207.781.5975 srparchitects.com	
1/2" = 1'-0"	1/8" = 1'-0"
A1.1	

INDOOR MINIATURE GOLF BAR
265 MARGINAL WAY
PORTLAND, MAINE



Zachary Lenhart <zlenhart@portlandmaine.gov>

Minibar_270 Marginal_Class I FSE

Zoning <zoning@portlandmaine.gov>

Tue, Jul 29, 2025 at 3:04 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Zachary Lenhart <zlenhart@portlandmaine.gov>

Hello,

The legal use of this property is *recreation and amusement center* pending permit number BLDC2024-04282, which has been issued. *Recreation and amusement center* allows for accessory food service. Zoning approves.

Note, the address we have for their permit is 265 Marginal Way, not what is listed on their license application (270 Marginal Way). Not sure if that impacts anything on your end.

Thank you,
Will Valentine
Zoning Specialist
[Quoted text hidden]

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



August 5, 2025

Minibar LLC
265 Marginal Way
Portland, ME 04101

Re: Approval of Minibar LLC, dba Minibar. Application for Class I FSE with Outdoor Dining on Private Property at 270 Marginal Way

Dear Minibar LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday August 11, 2025 at 4:00 p.m., for the review of application for Class I FSE with Outdoor Dining on Private Property at 270 Marginal Way. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 11, 2025 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of Minibar LLC, dba Minibar. Application for Class I FSE with Outdoor Dining on Private Property at 270 Marginal Way - Sponsored by Danielle P. West, City Manager



Application Copy

File Number: 38729

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-01-21

SECONDARY LICENSE(S)

NAME

Common Consumption Area

DESCRIPTION

Auditoriums, hotels, restaurants, Class A restaurants, Class A restaurant/lounges, or in-state manufacturers can apply for a common consumption area license. This allows them to operate a shared outdoor area within an entertainment district. With this license, they can permit their customers to drink alcoholic beverages they sell within that shared area.

LICENSEE LEGAL NAME

minibar LLXC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

minibar

CORPORATE NUMBER

202407819DC

INCORPORATION DATE

2024-06-10

CORRESPONDENCE ADDRESS

42 Walnut St Unit 14 Old Orchard Beach ME 04064

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Kevin Moschella

PREFERRED CONTACT METHOD

Email

CONTACT PHONE
(603) 505-7442

ALTERNATE PHONE

FAX

EMAIL

moschella@minibargolf.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
minibar LLC	Owner	None	100

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Indoor Golf Center

PREMISES NAME

minibar

OPERATOR

Kevin Moschella

PHYSICAL ADDRESS

270 Marginal Way Portland ME 04101

MAILING ADDRESS

42 Walnut St Unit 14 Old Orchard Beach ME 04064

CONTACT NAME

Kevin Moschella

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(603) 505-7442

ALTERNATE PHONE

FAX

EMAIL

moschella@minibargolf.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State? If not, please address this with the Secretary of State before proceeding with this application.

Answer "No" if you are a Sole Proprietor.

Yes

202407819DC

2. What is your expected start date?
June 1, 2025
3. Has/have applicant(s) formerly held a Maine liquor license?
No
4. Do licensee or applicant(s) have any interest in any other Maine Liquor License?
No
5. Are all licensees/applicants citizens of the United States?
Yes
6. Are all licensees/applicants residents of the State of Maine?
Yes
7. Is your license for a club with a membership?
No
8. Is your license application for Vessel Corporation?
No
9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"
No

- 10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for
more information.
- No
- 11 Will any law enforcement officer directly benefit financially from this
license, if issued?
- No
- 12 Is the licensee or applicant for a license receiving, directly or indirectly,
any money, credit, thing of value, endorsement of commercial paper,
guarantee of credit or financial assistance of any sort from any person
or entity within or without the State, if the person or entity is engaged,
directly or indirectly, in the manufacture, distribution, wholesale sale,
storage or transportation of liquor.
- No
- 13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance
in the form of money, property, credit, or financial assistance of any
sort, to any person or business entity holding a liquor license granted
by the State of Maine?
- No
- 14 Do you have a manager employed?
- No
- 15 Has any of the listed applicants or an employed manager been denied
a liquor license within the last 5 years?
- No
- 16 Is any of the listed applicants the spouse, father, mother, child or other
immediate family member of a person whose liquor license has been
revoked or denied in the last 6 months?
- No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

42 Walnut St #14 Old Orchard Beach, ME 04064

21 What will be your business hours? Please indicate each day's open and close times.

M 3 pm to 10 pm

T 3 pm to 10 pm

W 3 pm to 10 pm

Th 3 pm to 11 pm

F 12 pm to 11 pm

Sa 10 am to 11 pm

Su `10 am to 8 pm

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

East End Community School (0.9 miles); U of Southern Maine (1.3 miles); Masjid Bilal (0.2 miles)

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease/Rental Agreement	Diamond_Street_Mini_Golf_Lease_With_Cover_Letter.pdf	Lease of property with Diamond St LLC
Premises Floor Plan	Minibar A102.pdf	Kitchen and cafe area
Premises Floor Plan	Minibar A101 (2).pdf	Overall minigolf and bar layout
Food Menu	Draft menu options.docx	This is just draft and it's being
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2.pdf	Completed form

APPLICANT

Kevin MOSCHELLA

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Minibar LLC, dba Minibar. Application for Class I FSE with Outdoor Dining on Private Property at 270 Marginal Way.

RULES OF THE PORTLAND HISTORIC PRESERVATION BOARD

Adopted on June 18, 2025
Communicated to Council on July 14, 2025
Effective from ___DATE___

ARTICLE I. GENERAL PROVISIONS

- Section 1 These rules are supplementary to the provisions of Chapter 14 of the Municipal Code (hereafter the “Land Use Code”) as it relates to the procedures of the Historic Preservation Board (hereafter the “Board”) and are adopted pursuant to the authority granted in Subsection 2.2.7 (C) of the Land Use Code.
- Section 2 Roberts Rules of Order shall supplement these rules and shall control procedures not covered by these rules. When Roberts Rules of Order are in conflict with these rules of procedure, these rules shall govern.

ARTICLE II. OFFICERS, ELECTIONS, AND DUTIES

- Section 1 The officers of the Board shall be the Chair and Vice Chair.
- Section 2 The Chair and Vice Chair shall be elected annually by the regular members at the first regular meeting in December. The terms of both officers shall begin upon election.
- Section 3 Should an officer vacate the Board prior to the end of their term, the regular members shall elect a new officer at the first regular meeting after the officer’s departure. The new officer shall fill the seat until the next December election.
- Section 4 The Chair may establish committees in consultation with the Planning Authority and shall appoint chairs and members for those committees as may be appropriate.

ARTICLE III. MEETINGS

- Section 1 Regular meetings of the Board shall be held no less frequently than monthly.
- Section 2 Special meetings may be called by the Chair at their discretion, upon the request of the City Council, or upon the request of four or more members of

Rules of the Portland Historic Preservation Board
Effective from ___DATE___

the Board, provided that five business days' notice is given each member and the necessary notice for any items to be heard can be provided.

Section 3 Meetings of any committee of the Board shall be held at the call of the Board or the committee Chair or by agreement of at least two committee members.

Section 4 The agenda for meetings shall be set by the Planning Authority, in consultation with the Chair.

Section 5 The Board may, by a majority vote, specify a date for an agenda item.

ARTICLE IV. ORDER OF BUSINESS

Section 1 All regular meetings of the Board shall proceed as follows:

- A. Roll call, declaration of quorum, & other preliminary matters
- B. Reading & acceptance of attendance and decisions from the previous meeting
- C. Communications & reports
- D. Unfinished business
- E. Public hearings
- F. Workshops
- G. New business
- H. Adjournment

Section 2 The Chair may alter the order of business provided that no members of the Board are opposed. Where a member opposes the change to the agenda, a motion to adopt the change shall be made and voted on before any items are taken out of order.

Section 3 Items may be postponed at the written request of the applicant, provided the request is submitted prior to the start of the meeting. All noticing costs associated with postponement shall be borne by the applicant.

Section 4 No new agenda items will be begun after 10:00 p.m. unless a majority of members present vote to suspend this rule. Any agenda items that have not begun before 10:00 p.m. shall be automatically tabled to the next regularly scheduled meeting or to a date determined by the Board. Before 9:30 p.m. the Board may, at the discretion of the Chair, temporarily suspend consideration of the agenda item currently under review in order to determine whether remaining agenda items will be reached before 10:00 p.m. The Board will at that

time notify the proponents of those agenda items which will not be reached, that the items will be tabled until the next regularly scheduled meeting or a date determined by the Board.

ARTICLE V. CONDUCT OF PUBLIC HEARINGS

Section 1 Order of Proceedings: The following order of proceedings shall govern all public hearings conducted by the Board:

- A. Disclosures: The Chair shall call for the disclosure of any conflicts of interest or ex parte communications. Should any disclosures result in the recusal of the chair or vice-chair, the Board shall elect pro tempore officers consistent with the Land Use Code.
- B. Staff Presentation: The Planning Authority and other City departments, staff, or officials may summarize the application, give reports, commentary, or recommendations, if any.
- C. Applicant Presentation: The applicant may present testimony, documents or any other evidence to the Board explaining the nature of its application. Applicants shall have the right to examine and reproduce any documents produced at the hearing.

When the Board is sitting in their appellant capacity, the applicants and any abutters or similar persons with standing shall have the right to present witnesses and offer rebuttal evidence and may cross examine any witnesses through the Chair, or directly with permission of the Chair.

The Chair may limit irrelevant, immaterial, or unduly repetitious evidence.

- D. Public Comment: Members of the public may offer evidence or statements relevant to the project under consideration. Each speaker shall be limited to three (3) minutes. The Chair may, at its discretion, extend this period for up to an additional three (3) minutes. The Board may grant an initial or any further extensions upon a majority vote of those present and voting. Members of the public shall have the right to examine and reproduce any documents produced at the public hearing.

Members of the public also may submit written comment relative to the application either before or at a workshop and such written comment shall become part of the official Board record.

The Chair may limit irrelevant, immaterial, or unduly repetitious evidence.

- E. Responses: After the close of the public comment period, the Chair may direct or allow the applicant or City staff to answer questions raised during public comment.
- F. Board Deliberations: After the close of a public comment portion of the public hearing and after responses to new issues have been completed, the Board shall commence its deliberations. No public comment shall be received during Board deliberations, except as requested by the Board.

Section 2 Members of the Board may comment or ask questions at any time.

Section 3 The rules of evidence shall not be strictly applied.

ARTICLE VI. CONDUCT OF PUBLIC WORKSHOPS

Section 1 Order of Proceedings. The following order of proceedings shall govern all workshops conducted by the Board:

- A. Disclosures: The Chair shall call for the disclosure of any conflicts of interest or ex parte communications. Should any disclosures result in the recusal of the chair or vice-chair, the Board shall elect pro tempore officers consistent with the Land Use Code.
- B. Staff Presentation: The Planning Authority may summarize the application and proposal and may comment on any items to be submitted prior to sending the application to a public hearing.
- C. Applicant Presentation: The applicant may present information to the Board explaining the nature of its application and to inquire of the Board as to any issues to be addressed in advance of or at the public hearing.

The Chair may limit irrelevant, immaterial, or unduly repetitious evidence.

- D. Public Comment: Members of the public, or a duly authorized agent or attorney, may offer verbal comments or statements relevant to matters under review by the Board. Each speaker shall be limited to three (3) minutes. The Chair may, at its discretion, extend this period for an additional three (3) minutes. The Board may grant an initial or any further extensions upon a majority vote of those present and

voting. Members of the public shall have the right to examine and reproduce any documents produced at the workshop.

Members of the public also may submit written comment relative to the application either before or at a workshop and such written comment shall become part of the official Board record.

The Chair may limit irrelevant, immaterial, or unduly repetitious evidence.

Responses: After the close of the public comment period, the Chair may direct or allow the applicant or City staff to answer questions raised during public comment.

- E. Board Discussion: After the close of public comment, the Board may discuss the application and identify issues of concern regarding the application or the need for additional information.

Section 2 Members of the Board may comment or ask questions at any time.

ARTICLE VII. DELIBERATIONS, VOTING, DECISIONS.

Section 1 As to any matters not requiring a hearing, the Board may meet and deliberate at any properly called meeting, regardless of the presence of a quorum, or may continue consideration of such matter to any later meeting. However, no final action by the Board shall be taken on such a matter without a quorum being present.

Section 2 No member absent from a significant portion of a workshop or public hearing shall be qualified to vote upon the matter heard unless that member shall first certify for the record that they have reviewed the entire record of any such portion of the workshop or public hearing during which they were absent and has fully informed themselves of the essential facts and issues of the matter being heard so as to be able to cast an informed and independent vote.

Section 3 Recommendations to the Planning Board or City Council shall include findings of fact and the reasons for such recommendation and shall contain a separate statement setting forth the recommendation of the Board.

Section 4 The Board will not take a vote on any item without first having stated its findings, reasons, and conclusions at a meeting open to the public. Where a vote on an item results in a failure to approve, the Board shall immediately vote

upon a motion to either table or deny the item. A motion to deny shall include the findings, reasons and conclusions of the Board supporting a denial.

Section 5 A motion to table any item before the Board may be made by any member of the Board. The Applicant may request that the item be tabled at any time.

Section 6 A motion to reconsider any item may be made by a member who voted with the prevailing side. The motion must be made at the same or the next regular meeting, but not afterwards. When a motion to reconsider is being made at the next regular meeting, the reconsideration must be listed on the agenda, or four (4) members must first consent to such reconsideration being added to the agenda during the meeting. After the motion for reconsideration is decided, that vote shall not be reconsidered again.

Section 7 Any application which has been denied by the Board may not be resubmitted for a period of one year after the Board's final action on the original item if the Board determines that the application for the item is in the same or substantially the same form.

Section 8 In the event of a tie vote, the motion fails and it shall be in order for a new motion to be put forward. In the event a new motion is not put forward, the matter shall be tabled to the next meeting, where it shall be considered as unfinished business.

ARTICLE VIII. AMENDMENT OF RULES.

Section 1 These rules may be amended by an affirmative majority vote of the members of the Board during a public hearing. The proposed amendment must be presented in writing.

ARTICLE IX. SUSPENSION OF THE RULES

Section 1 Except as otherwise provided herein, these rules shall not be dispensed with or suspended unless two-thirds of the Board members present vote to consent thereto.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 31, 2025

SUBJECT: Order 239-24/25 Setting Election Date on an Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Councilor Regina Phillips, Councilor Ann Trevorow, Councilor Kate Sykes
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/15/2024

Final

Action 8/19/2024

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

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

PRESENTATION: Councilors Phillips, Trevorow, and Sykes /3 Minutes

I. SUMMARY

If passed by the Council, this referendum question will appear on the November 5, 2024 ballot and will be made effective January 1, 2025.

II. AGENDA DESCRIPTION

The minimum wage in Portland was raised by citizen referendum in 2020 and cannot be amended for 5 years, except by referendum.

This was brought to the City Council as Order 25-24/25 which had its first read on July 15, 2024 and its second read on August 19, 2024 and was referred to the Housing & Economic Development Committee (Passed 5-2, Councilors Trevorow & Sykes opposed). The Housing and Economic Development Committee reviewed Order 25-24/25 on May 20, 2025 and voted 3-1 (Michniewicz opposed) to bring the attached revised version of the ordinance to the City Council for approval and placement on the ballot for the November 5, 2025 election.

This item must be read on two separate days. It received its first reading on June 23 and its second reading on July 14, at which point it was postponed. Staff recommend postponing this item to August 25, 2025. Five affirmative votes are required to postpone.

III. BACKGROUND

The current minimum wage in Portland is \$15/hour. If passed by voters, this referendum will increase the minimum wage to \$20/hour by 2028.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for Portland City Council to place this question before voters on November 5, 2024. Raising the minimum wage in Portland will advance the equity goals of the Council.

V. FINANCIAL IMPACT

The proposed wage increases would have little impact to the City's FY24-25 budget, but in the following budget year, the increase from \$16.50/hr in 2025 to \$18/hr in 2026 result in a 9.1% wage increase. Finance

Department staff have not yet had an opportunity to prepare a detailed analysis of the financial impact of the proposed amendments beyond FY24-25 but they will share that analysis with the Council in time for the August 19 public hearing on this order.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Setting Election for Ch 33 Increasing Minimum Wage
2. Ali Amendment 1 to Minimum Wage Election Date
3. Order 25 - Ch 33 Increasing Minimum Wage
4. Portland-2022-Minimum-Wage-Initiative-analysis
5. Housing Needs Assessment - Portland City
6. Memo Min Wage_Sub Min Wage
7. Portland Minimum Wage 2024 revised
8. \$20 Minimum Wage Proposal - Fiscal Impact Statement
9. 2024.08.19 Public Comment - Order 25
10. 2025.07.14 Public Comment - Order 239

Prepared by:

Date: 07/31/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER SETTING ELECTION DATE ON AN AMENDMENT TO CHAPTER 33
OF THE PORTLAND CITY CODE
RE: AN ACT TO INCREASE PORTLAND'S MINIMUM WAGE**

ORDERED, that the amendment to the Portland City Code called An Act to Increase Portland's Minimum Wage, a copy of which is attached to and made a part of this Order, shall be submitted to the voters of the City, on a ballot with the below summary only as determined necessary by the City Clerk, at the municipal election on November 4, 2025; and

BE IT FURTHER ORDERED, that notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time; and

BE IT FURTHER ORDERED, that the Portland City Clerk is hereby authorized to place the following question and summary of An Act to Increase Portland's Minimum Wage on the ballot:

Do you favor the change in the city ordinance proposed by City Councilors as summarized below?

An Act to Increase Portland's Minimum Wage

An Act to Increase Portland's Minimum Wage will increase Portland's minimum wage to \$20/hour by 2029. This amendment will be effective beginning January 1, 2026.

EXHIBIT A

An act to Increase Portland's Minimum Wage

An Act to Increase Portland's Minimum Wage will increase Portland's minimum wage to \$20/hour by 2029. This amendment will be effective beginning January 1, 2026.

BE IT ORDAINED:

That Sections 33.7 and 33.9 of the Portland City Code Chapter 33 are hereby amended effective as of January 1, 2026 to read as set forth below. Notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time.

Section 33.7. Minimum Wage.*

* * *

(b) *Minimum Wage rate:*

(i) Beginning on January 1, ~~2026~~2022, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, ~~but not including employees of the City of Portland,~~ shall be raised to \$17.00 ~~\$13.00~~ per hour;

(ii) Beginning on July 1, 2026, the regular Minimum Wage for employees of the City of Portland shall be raised to \$17.00 per hour;

~~(ii)~~ (iii) Beginning on January 1, ~~2027~~2023, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$18.00 ~~\$14.00~~ per hour; and

(iii) ~~Beginning on January 1, 2028~~2024, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$19.00 ~~\$15.00~~ per hour; and

(iv) Beginning on January 1, 2029, the regular Minimum Wage for all Employees, including, but not limited to, service employees, shall be raised to \$20.00 per hour; and

(v) — On January 1, ~~2030~~2025 and each January 1st thereafter, the minimum hourly wage then in effect must be increased by the increase, if any, in the cost of living. The increase in the cost of living must be measured by the percentage increase, if any, as of August of the previous year over the level as of August of the year preceding that year in the Consumer Price Index for All Urban Consumers, CPI-U, for the Northeast Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics or its successor agency, with the amount of the minimum wage increase rounded to the nearest multiple of 5¢. If the state minimum wage established by 26 M.R.S. § 664 is increased in excess of the minimum wage in effect under this ordinance, the minimum wage under this ordinance is increased to the same amount, effective on the same date as the increase in the state minimum wage, and must be increased in accordance with this ordinance thereafter.

* * *

ARTICLE V. ENFORCEMENT AND VIOLATIONS

Sec. 33.9. Enforcement and Violations.

* * *

(a) Complaint Process.

* * *

~~(iii)~~ (iv) If the City Manager finds that a violation of this chapter has occurred, they ~~he or she~~ may order any and all appropriate relief including, but not limited to, the payment of any back wages withheld and/or the payment of not less than \$100.00 as a penalty for each day that a violation of this chapter has occurred, per Employee. A violation of this Ordinance may also be considered a civil violation subject to the general penalty provisions of section 1-15 of this Code.

*Note: The amendments set forth above will be effective as of January 1, 2026. Notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time.

**AMENDMENT TO ORDER 240-24/25
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR PIOUS ALI
RE: BUSINESSES WITH FEWER THAN 50 EMPLOYEES**

BE IT FURTHER ORDERED, that the Portland City Clerk is hereby authorized to place the following question and summary of An Act to Increase Portland's Minimum Wage on the ballot:

Do you favor the change in the city ordinance proposed by City Councilors as summarized below?

An Act to Increase Portland's Minimum Wage

An Act to Increase Portland's Minimum Wage will increase Portland's minimum wage for employers with fifty or more employees to \$20/hour by 2029. This amendment will be effective beginning January 1, 2026.

EXHIBIT A

An act to Increase Portland's Minimum Wage

An Act to Increase Portland's Minimum Wage will increase Portland's minimum wage for employers with fifty or more employees to \$20/hour by 2029. This amendment will be effective beginning January 1, 2026.

Section 33.7. Minimum Wage^{*}.

(b) Minimum Wage rate for employers with fewer than fifty employees:

(i) Beginning on January 1, 2022, the regular Minimum Wage for all Employees, including,

but not limited to, Service Employees, shall be raised to \$13.00 per hour;

- (ii) Beginning on January 1, 2023, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$14.00 per hour; and
- (iii) Beginning on January 1, 2024, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$15.00 per hour; and
- (iv) On January 1, 2025 and each January 1st thereafter, the minimum hourly wage then in effect must be increased by the increase, if any, in the cost of living. The increase in the cost of living must be measured by the percentage increase, if any, as of August of the previous year over the level as of August of the year preceding that year in the Consumer Price Index for All Urban Consumers, CPI-U, for the Northeast Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics or its successor agency, with the amount of the minimum wage increase rounded to the nearest multiple of 5¢. If the state minimum wage established by 26 M.R.S. § 664 is increased in excess of the minimum wage in effect under this ordinance, the minimum wage under this ordinance is increased to the same amount, effective on the same date as the increase in the state minimum wage, and must be increased in accordance with this ordinance thereafter.

(c) Minimum Wage rate for employers with fifty or more employees:

- (i) Beginning on January 1, 2026, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, but not including employees of the City of Portland, shall be raised to \$17.00 per hour;

- (ii) Beginning on July 1, 2026, the regular Minimum Wage for employees of the City of Portland shall be raised to \$17.00 per hour;
- (iii) Beginning on January 1, 2027, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$18.00 per hour; and
- (iii) Beginning on January 1, 2028, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$19.00 per hour; and
- (iv) Beginning on January 1, 2029, the regular Minimum Wage for all Employees, including, but not limited to, service employees, shall be raised to \$20.00 per hour; and
- (v) On January 1, 2030 and each January 1st thereafter, the minimum hourly wage then in effect must be increased by the increase, if any, in the cost of living. The increase in the cost of living must be measured by the percentage increase, if any, as of August of the previous year over the level as of August of the year preceding that year in the Consumer Price Index for All Urban Consumers, CPI-U, for the Northeast Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics or its successor agency, with the amount of the minimum wage increase rounded to the nearest multiple of 5¢. If the state minimum wage established by 26 M.R.S. § 664 is increased in excess of the minimum wage in effect under this ordinance, the minimum wage under this ordinance is increased to the same amount, effective on the same date as the increase in the state minimum wage, and must be increased in accordance with this ordinance thereafter.

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

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER SETTING ELECTION DATE ON AN AMENDMENT TO CHAPTER 33
OF THE PORTLAND CITY CODE
RE: AN ACT TO INCREASE PORTLAND’S MINIMUM WAGE**

ORDERED, that the amendment to the Portland City Code called An Act to Increase Portland’s Minimum Wage, a copy of which is attached to and made a part of this Order, shall be submitted to the voters of the City, on a ballot with the below summary only as determined necessary by the City Clerk, at the municipal election on November 5, 2024; and

BE IT FURTHER ORDERED, that notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time; and

BE IT FURTHER ORDERED, that the Portland City Clerk is hereby authorized to place the following question and summary of An Act to Increase Portland’s Minimum Wage on the ballot:

Do you favor the change in the city ordinance proposed by City Councilors as summarized below?

An Act to Increase Portland’s Minimum Wage

An Act to Increase Portland’s Minimum Wage will increase Portland’s minimum wage to \$20/hour by 2028. This amendment will be effective beginning January 1, 2025.

EXHIBIT A

An act to Increase Portland's Minimum Wage

An Act to Increase Portland's Minimum Wage will increase Portland's minimum wage to \$20/hour by 2028. This amendment will be effective beginning January 1, 2025.

BE IT ORDAINED:

That Sections 33.7 and 33.9 of the Portland City Code Chapter 33 are hereby amended effective as of January 1, 2025 to read as set forth below. Notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time.

Section 33.7. Minimum Wage.*

* * *

(b) Minimum Wage rate:

- (i) Beginning on January 1, ~~2025~~2022, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$16.50 ~~\$13.00~~ per hour;
- (ii) Beginning on January 1, ~~2026~~2023, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$18.00 ~~\$14.00~~ per hour; and
- (iii) ~~Beginning on January 1, 2027~~2024, the regular Minimum Wage for all Employees, including, but not limited to, Service Employees, shall be raised to \$19.00 ~~\$15.00~~ per hour; and
- (iv) Beginning on January 1, 2028, the regular Minimum Wage for all Employees, including, but not

limited to, service employees, shall be raised to \$20.00 per hour; and

(~~vii~~)—On January 1, ~~2029~~2025 and each January 1st thereafter, the minimum hourly wage then in effect must be increased by the increase, if any, in the cost of living. The increase in the cost of living must be measured by the percentage increase, if any, as of August of the previous year over the level as of August of the year preceding that year in the Consumer Price Index for All Urban Consumers, CPI-U, for the Northeast Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics or its successor agency, with the amount of the minimum wage increase rounded to the nearest multiple of 5¢. If the state minimum wage established by 26 M.R.S. § 664 is increased in excess of the minimum wage in effect under this ordinance, the minimum wage under this ordinance is increased to the same amount, effective on the same date as the increase in the state minimum wage, and must be increased in accordance with this ordinance thereafter.

* * *

ARTICLE V. ENFORCEMENT AND VIOLATIONS

Sec. 33.9. Enforcement and Violations.

* * *

(a) Complaint Process.

* * *

(iii) If the City Manager finds that a violation of this chapter has occurred, they ~~he or she~~ may order any and all appropriate relief including, but not limited to, the payment of

any back wages withheld and/or the payment of not less than \$100.00 as a penalty for each day that a violation of this chapter has occurred, per Employee. A violation of this Ordinance may also be considered a civil violation subject to the general penalty provisions of section 1-15 of this Code.

**Note: The amendments set forth above will be effective as of January 1, 2025. Notwithstanding the limitation on the repeal or amendment of ordinances set forth in Portland City Code Chapter 9 Section 9-46, the City Council may, without a vote of the people, amend or repeal the ordinance set forth below at any time.*



Portland 2022 Minimum Wage Initiative Analysis

James Myall, Economic Policy Analyst

Overview: Analysis of the likely impacts of an initiative proposed by Maine DSA to increase the minimum wage in Portland to \$18 an hour by 2025; to phase out the tipped minimum wage by 2025; and to remove certain occupation-based exemptions to the city's minimum wage law.

This analysis includes a summary of some of the major impacted groups and likely effects. A methodology and a detailed set of statistics is provided at the end.

Proposed initiative

The schedules for increasing the minimum wage and eliminating the separate tipped minimum wage in the initiative are as follows. Unless otherwise noted, the statistics presented in this analysis are based on the situation in 2025, when the law is fully phased in.

	Full Minimum Wage		Tipped Minimum Wage	
	Status Quo	Proposed	Status Quo	Proposed
2022	\$13.00	\$13.00	\$6.50	\$6.50
2023	\$14.00	\$15.00	\$7.00	\$10.00
2024	\$15.00	\$16.50	\$7.50	\$14.00
2025	\$15.35*	\$18.00	\$7.68	\$18.00

Note: Status quo wage for 2025 assumes CPI inflation of 2.3 percent in 2024, following the latest forecast from the Congressional Budget Office.

Of the approximately 63,500 private-sector workers in Portland, approximately just over one quarter (17,800) would be directly impacted by the proposed initiative by 2025. These workers are projected to earn less than \$18 per hour by 2025. Another small number of workers (4,800, or 8 percent) would be indirectly impacted. These workers earn slightly above the new minimum wage (up to \$20.70 per hour) and would see a small increase in wages as employers voluntarily raise their wages to remain competitive with the new minimum wage.

The total proportion of workers impacted, 36 percent, is slightly higher than estimated share of workers impacted by the 2016 statewide minimum wage increase (33 percent).¹

A key measure of the impact of a minimum wage increase on an economy is the ratio between the minimum wage and the median hourly wage for full-time, year-round employees. This measure is known as the Kaitz Index. MECEP projects that the median hourly wage for full-time, year-round employees in Portland in 2025 will be \$30.61 per hour. The proposed \$18 per hour would be 59 percent of this. Research has shown that a minimum wage at this level would have little to no negative impact on employment.² However, as noted below, the impacts of a rapid phase-out of the tipped minimum wage are less clear.

Demographics of impacted population

The increased minimum wage will help to close existing pay disparities, as women and workers of color are more likely than men and white workers to be paid wages below \$18 per hour. 42 percent of women working in Portland will see a wage increase, compared to 30 percent of men.

While 34 percent of white, non-Hispanic workers in Portland will receive a pay raise from the initiative, the same is true for 56 percent of Black workers, 51 percent of Asian workers, and 51 percent of Indigenous workers in Portland. Latino workers benefit at a slightly higher rate (39 percent) than white-non-Hispanic workers.³

The new minimum wage would particularly help workers who are either younger (under 25) or older (65 and older). These workers are generally more likely to be lower earners because they are not in their prime earning years. Nearly all workers under 20 would see a wage increase under the new ordinance, as would three quarters of those between 20 and 24, and a little less than half of workers aged 65 or older.

Similarly, the initiative would especially boost the wages of lower-educated workers, with three quarters of workers with less than a high school education seeing a wage increase, as well as almost half of those with a high school diploma or some college credits but no degree.

Sectoral and occupational impacts

While the minimum wage increase will benefit significant numbers of workers in all occupations and industries, those in low-wage service sectors would see the biggest improvement in wages. Two-thirds of leisure and hospitality workers would get a raise, and more than half of retail and social service workers would see an increase in wages.

Similarly, workers in low-wage service occupations would benefit most from the proposed increase. 80 percent of workers in food and drink preparation and serving would see an increase, as more than would three quarters of personal service workers (this includes hairdressers, beauticians and childcare workers). Almost two thirds of workers in cleaning occupations would benefit from a minimum wage increase, as would almost two thirds of health care support workers (this category includes home health and nursing home aides). Other occupations which would particularly benefit are transportation workers, and sales workers (including store cashiers).

Effects of the tipped minimum wage phase-out

The proposed initiative would phase out the current system of allowing workers who receive tips to be paid half the city's minimum wage as a base rate, as long as they receive enough tips to make up the difference. For example, a restaurant server can currently be paid \$6.50 an hour by their employer, as long as they receive enough customer tips over the course of their pay period to earn a total wage equivalent to \$13 per hour.

Under the initiative, the base wage paid by the employer would increase in stages until it equals the full minimum wage in 2025.

Research on the tipped minimum wage system shows that it is generally harmful to the workers covered by it. Although the law requires that employers make up any difference between the base wage and the full minimum wage which is not covered by tips, there's plenty of evidence that this does not always happen, and plenty of tipped workers receive less than the statutory minimum wage after accounting for tips.⁴ The tipped minimum wage system makes many tipped workers reliant on their tips to make ends meet, which means that customers have an unhealthy amount of power of these workers. Research shows that the size of tips received is often dependent on a worker's gender,⁵ race,⁶ and perceived physical attractiveness.⁷ Paying people based on these qualities would be illegal for an

employer but is permissible and pervasive for customers leaving tips. What's more, tipped workers find themselves vulnerable to physical and verbal abuse, and even sexual assault and unable to report it for fear of losing income or their jobs.⁸

It's important to note that ending the tipped minimum wage system will not mean the end of tipping by customers. Data from wireless payment systems shows that customers in states without a tipped minimum wage still leave tips at similar frequencies and amounts to those in other states.⁹ As a result, workers earning the full minimum wage plus tips are better off than those earning a lower minimum wage plus tips.

While the end of the tipped minimum wage system would likely be beneficial to workers, there is some uncertainty about the short-term effects due to phasing the credit out on such a rapid timeline.

Seven states currently do not have a separate tipped minimum wage. However, no state or city has recently eliminated the tipped minimum wage to provide recent data on the potential impact.

The timing of the phase-out in the initiative is significantly more aggressive than most minimum wage initiatives seen in the United States. The base hourly wage for tipped workers will increase from \$6.50 in 2022 to \$18.00 in 2025. This would create a considerable new cost for employers with a short period of time in which to adjust. Employers will certainly be able to take steps to offset this increased cost (for example increasing prices) but will have to undertake these changes quickly.

1011

Demographics of tipped minimum wage workers

It is difficult to identify which workers are paid below the minimum wage using the current tip credit because public datasets provide only limited information about occupation and earnings and does not distinguish between total wages paid before or after tips.

This analysis approximates the population of workers subject to the current tipped credit system by focusing on workers certain occupations and employment sectors – primarily personal care workers (e.g. hair stylists) and food service workers (e.g. wait staff).¹²

Using this methodology, approximately 1,500 Portland workers are currently employed using the tip credit system and would see their base wage rise under the initiative.

Women are much more likely to be paid under the tip credit system. Approximately 70 percent of Portland's tipped workers are women. This is consistent with other analysis at the state and national level.¹³

There is insufficient data to allow for a racial impact analysis specific to Portland, but previous MECEP analysis has found that Black, Latino and Asian Mainers are more likely to work in these tipped occupations statewide.¹⁴

Occupations and industries newly covered by the minimum wage law

The ordinance mostly preserves the current practice of aligning Portland's minimum wage exceptions with those in state law (26 MRS 663(3)). However, it does ensure that some new groups are **newly covered**.

The language on drivers and delivery service includes taxicab drivers who are explicitly exempt under state law, as well as drivers who work for app-based services who may or may not be covered by current minimum wage legislation depending on whether they are classified as employees. The language in the initiative would provide clarity that these workers are employees for minimum wage purposes.

It's not clear how many workers in Portland would be impacted by this language.

Table 2: Detailed Estimates of the Impacted Workforce in 2025

		Total workers in this group	Impacted workers in this group
Total workforce		63,400	22,600
Age	16-19	2,800	2,800
	20-24	5,800	4,300
	25-34	14,000	5,300
	35-44	11,800	2,800
	45-54	13,300	3,000
	55-64	11,900	3,000
	65+	3,900	1,600

Education	No high school diploma	3,300	2,300
	High school or some college	27,900	13,200
	Associate degree	6,800	2,000
	Bachelor's degree	17,200	3,900
	Graduate degree	8,200	1,000
Gender	Men	31,600	9,300
	Women	31,900	13,200
Race and Ethnicity	White, non-Hispanic alone	57,800	19,900
	Hispanic (any race)	1,300	590
	Black alone or in combination	1,800	970
	American Indian alone or in combination	790	350
	Asian alone or in combination	1,500	650
Occupation	Administration	7,400	3,100
	Managers	6,900	920
	Sales	6,300	3,000
	Medicinal practitioners	4,600	680
	Education	4,300	1,500
	Transportation & warehousing	4,200	2,400
	Eating & drinking	3,800	3,100
	Production	3,700	1,100
	Construction	2,800	900
	Business	2,500	290
	Healthcare assistance	2,300	1,500
	Repair & maintenance	2,000	440
	Computing	2,000	200
	Cleaning	1,700	1,000
	Engineering	1,500	50
	Finance	1,300	80
	Social services	1,300	400
	Protective services	1,100	200
	Entertainment	1,000	300
Industry	Health care	9,200	2,700
	Retail	8,200	4,600
	Manufacturing	7,200	1,100
	Education	6,700	2,400
	Professional services	6,000	1,600
	Leisure and hospitality	6,000	4,100

	Finance	5,200	930
	Construction	3,100	960
	Public administration	2,300	300
	Other services	2,100	920
	Social services	1,900	1,100
	Transportation & warehousing	1,800	700
	Wholesale trade	1,400	370
	Information	1,500	400

Source: MECEP analysis of US Census Bureau, American Community Survey, 2016-2020 5-year estimates, public use microdata; US Bureau of Labor Statistics, Quarterly Census of Employment and Wages, Q4 2021.

Note: Estimates reflect combined direct and indirect impact by 2025.

Methodology

The primary source for these estimates is the public use microdata for the US Census Bureau's American Community Survey. The ACS does not explicitly measure hourly wages, so these were estimated by taking individuals' total wage income and dividing it by the number of weeks worked last year and the number of hours usually worked each week.

These 2020 hourly wage estimates were extrapolated to produce an estimate of hourly wages in 2025, using historic inflation data and, using congressional budget office projections, assuming wages will rise in line with inflation at an annual rate of 4.7 percent in 2023, 2.7 percent in 2024, and 2.3 percent in 2025.

Hourly estimates were generated for Mainers who listed their place of work as Public Use Microdata Area 23790, which includes Portland, Westbrook, and South Portland. This PUMA includes just under 239,000 workers. Numerical estimates were scaled to reflect Portland's workforce of 66,150, according to the Q4 2021 Quarterly Census of Employment and Wages.

Notes

¹ Maine Center for Economic Policy, “Restoring the Value of Work,” August 2016. https://www.mecp.org/wp-content/uploads/2016/08/Minimum-wage-brief_final_08-17-16.pdf

² Arindrajit Dube and Attila S. Linder, “City Limits: What Do Local-Area Minimum Wages Do?” *National Bureau of Economic Research*, Nov 2020. https://www.nber.org/system/files/working_papers/w27928/w27928.pdf

³ Here, white non-Hispanic includes people identifying with this race/ethnicity combination alone. All others represent race and ethnicity alone or in combination with another identity. No analysis of Native Hawaiian and Pacific Islander residents was conducted, due to a small sample size.

⁴ David Cooper and Teresa Kroeger, “Employers steal billions from workers’ paychecks each year,” *Economic Policy Institute*, May 10, 2017. <https://www.epi.org/publication/employers-steal-billions-from-workers-paychecks-each-year/>

⁵ Drew McGraw, “Unequally Gracious: Gender Discrimination In Restaurant Tipping,” *Render* June 20 2014. <http://www.renderfoodmag.com/blog/2014/6/18/unequally-gracious-gender-discrimination-in-restaurant-tipping>

⁶ Michael Lynn et al., “Consumer Racial Discrimination in Tipping: A Replication and Extension,” 2008. <https://www.wagehourlitigation.com/wp-content/uploads/sites/215/2015/10/cornell.pdf>

⁷ Tom Jacobs, “Attractive Servers Get Bigger Tips,” *Pacific Standard*, Jun 14, 2017. <https://psmag.com/economics/attractive-servers-get-bigger-tips>

⁸ Restaurant Opportunities Center United, “Take Us Off the Menu: The Impact of Sexual Harassment in the Restaurant Industry,” May 2018. <https://rocunited.org/wp-content/uploads/sites/7/2020/02/TakeUsOffTheMenuReport.pdf> and Becky Sullivan, “Tips And ‘Service With A Smile’ Rules Fuel Sex Harassment In Restaurants, Study Says,” *National Public Radio*, July 22, 2021. <https://www.npr.org/2021/07/22/1019017172/tips-and-service-with-a-smile-drive-sexual-harassment-in-restaurants-study-find>

⁹ James Myall, “A Higher Minimum Wage is Good for Tipped Workers,” *Maine Center for Economic Policy*, Apr 4, 2017. <https://www.mecp.org/blog/a-higher-minimum-wage-is-good-for-tipped-workers/>

¹⁰ San Francisco Office of Labor Standards Enforcement, *Historical San Francisco Minimum Wages*, <https://sfgov.org/olse/historical-wage-rates-definition-government-supported-employee>

¹¹ Oregon Bureau of Labor and Industries, *Oregon Minimum Wage*. <https://www.oregon.gov/boli/workers/pages/minimum-wage.aspx>

¹² For a list of occupations see <https://www.epi.org/publication/minimum-wage-simulation-model-technical-methodology/>

¹³ National Women’s Law Center, *Tipped Workers by State*, Feb 2021. <https://nwlc.org/wp-content/uploads/2021/02/Women-Tipped-Workers-State-by-State-2021-v3.pdf>

¹⁴ James Myall, “State of Working Maine 2020,” *Maine Center for Economic Policy*, Nov 9, 2020. <https://www.mecp.org/maines-economy/report-state-of-working-maine-2020/>



Housing Needs Assessment

Portland city

Housing Needs Assessment

Portland city

Introduction

The Housing Needs Assessment reviews demographic, economic, housing market, and affordability trends in Portland city to help identify trends and challenges in the local housing market and inform local housing priorities and policies.

Housing priorities should be informed by both a community's values and the conditions in its housing market. An analysis of housing market conditions can identify where a housing market is failing to meet the needs of community members. After this is completed, a community's values then determine which failures in the housing market a community should prioritize.

The following assessment utilizes data from a variety of sources, each listed at the bottom of the chart, graph, or map. For more information on these sources, please see the "Sources" Section of the document.

Population Trends

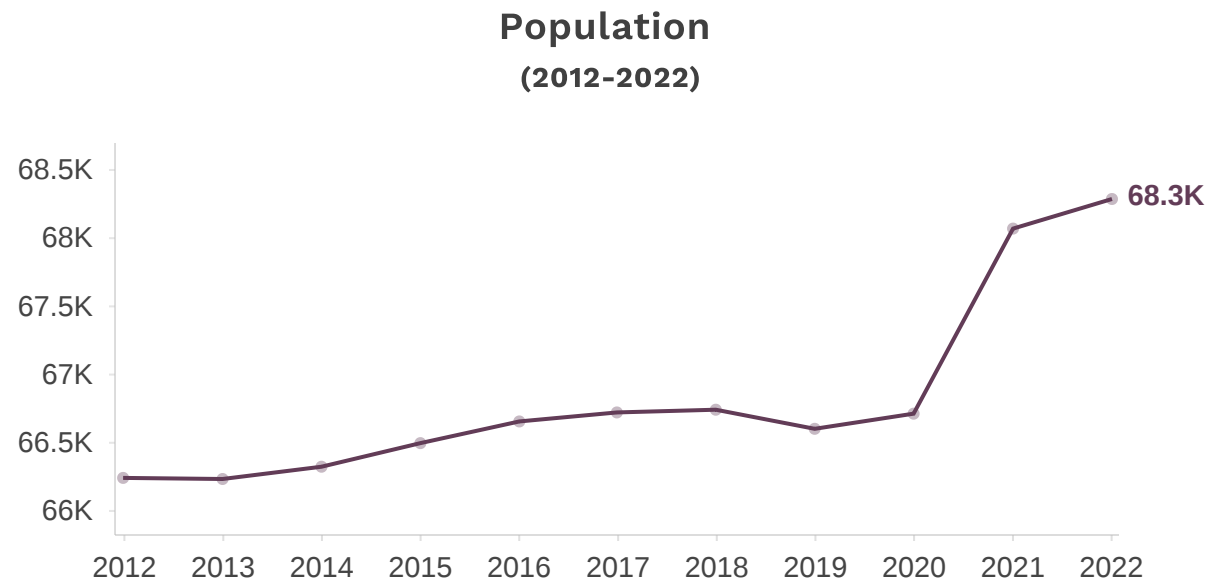
Portland city

Population Trends

To assess current and future housing needs, it is important to understand a region's demographic trends. Changes in total population, household size, and age distribution impact the amount and type of housing needed, and an understanding of economic and racial disparities within the region can highlight which groups are likely to face inequitable access to affordable, quality homes.

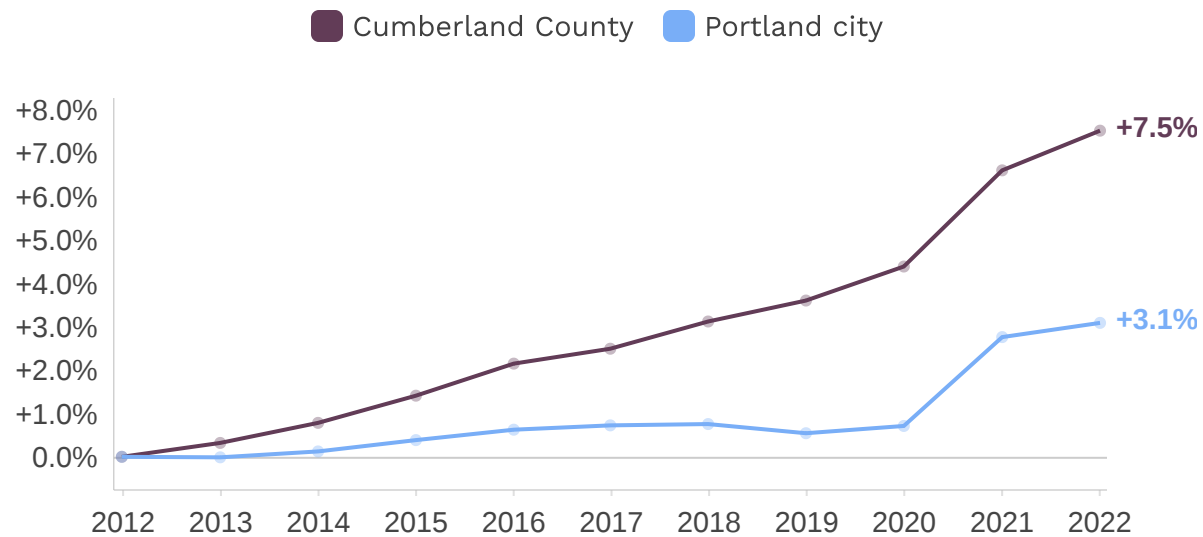
Population

From 2012 to 2022, Portland city's population increased by 3.1% while Cumberland County's population increased by 7.5%.



Source: American Community Survey (ACS), US Census Bureau

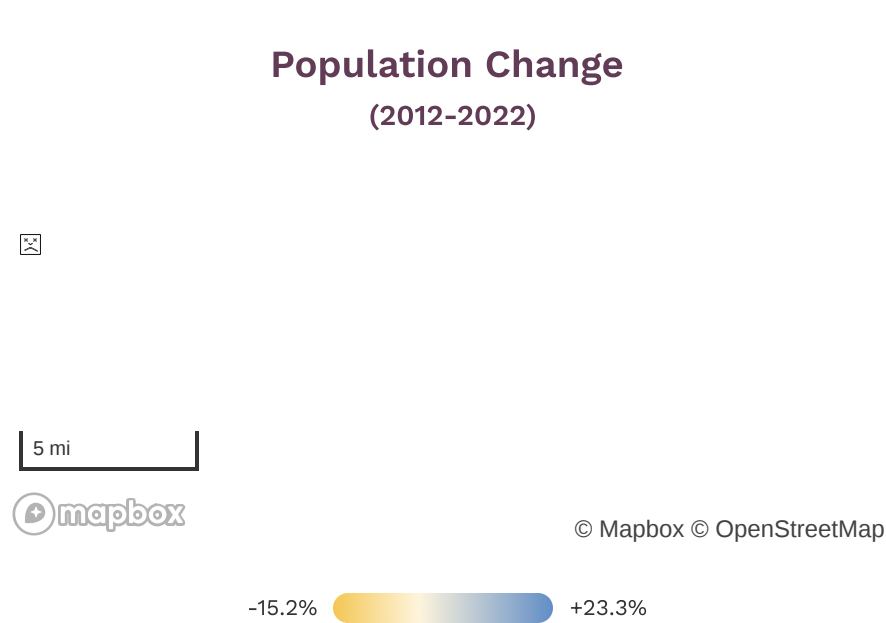
Comparative Population Change (2012-2022)



Source: American Community Survey (ACS), US Census Bureau

Population Growth and Density

On average, there were 3,170 people per square mile in Portland city in 2022.



Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk.

Source: American Community Survey (ACS), US Census Bureau

Regional Population Density Comparison (2022)



5 mi



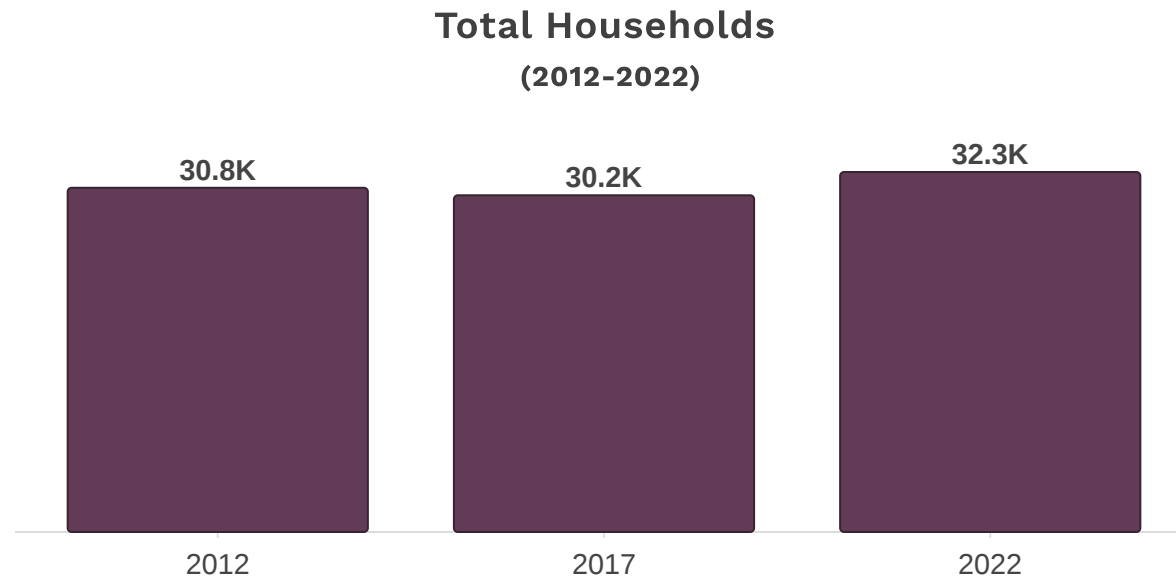
© Mapbox © OpenStreetMap

283 22,645

Source: American Community Survey (ACS), US Census Bureau

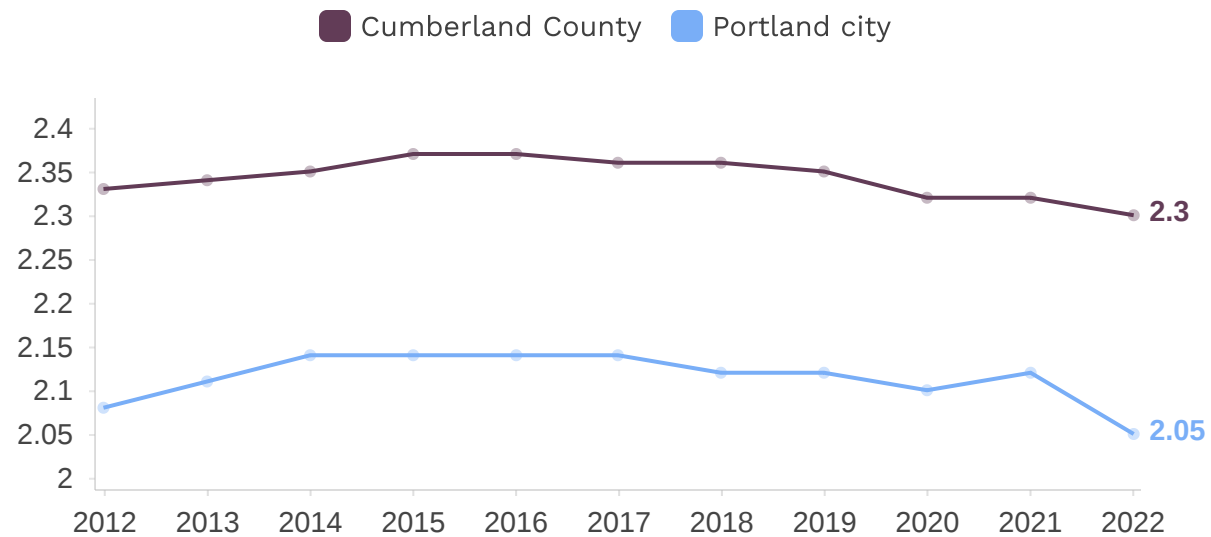
Households and Household Size

In 2022, there were 32,253 households in Portland city. From 2012 to 2022, the total number of households increased by 4.6%. 35.7% of all households were 2 person households.



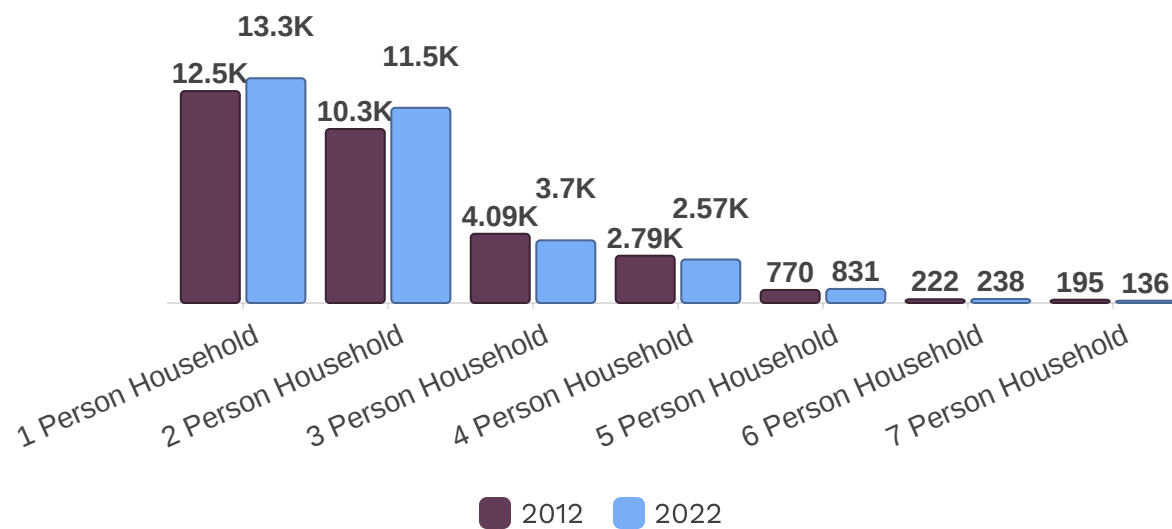
Source: American Community Survey (ACS), US Census Bureau

Average Household Size (2012-2022)



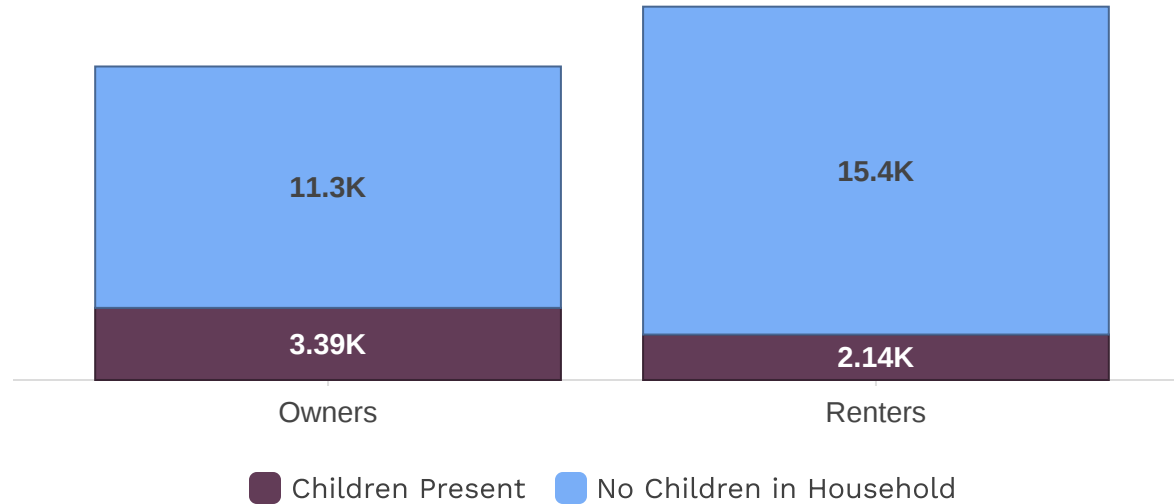
Source: American Community Survey (ACS), US Census Bureau

Distribution of Household Size



Source: American Community Survey (ACS), US Census Bureau

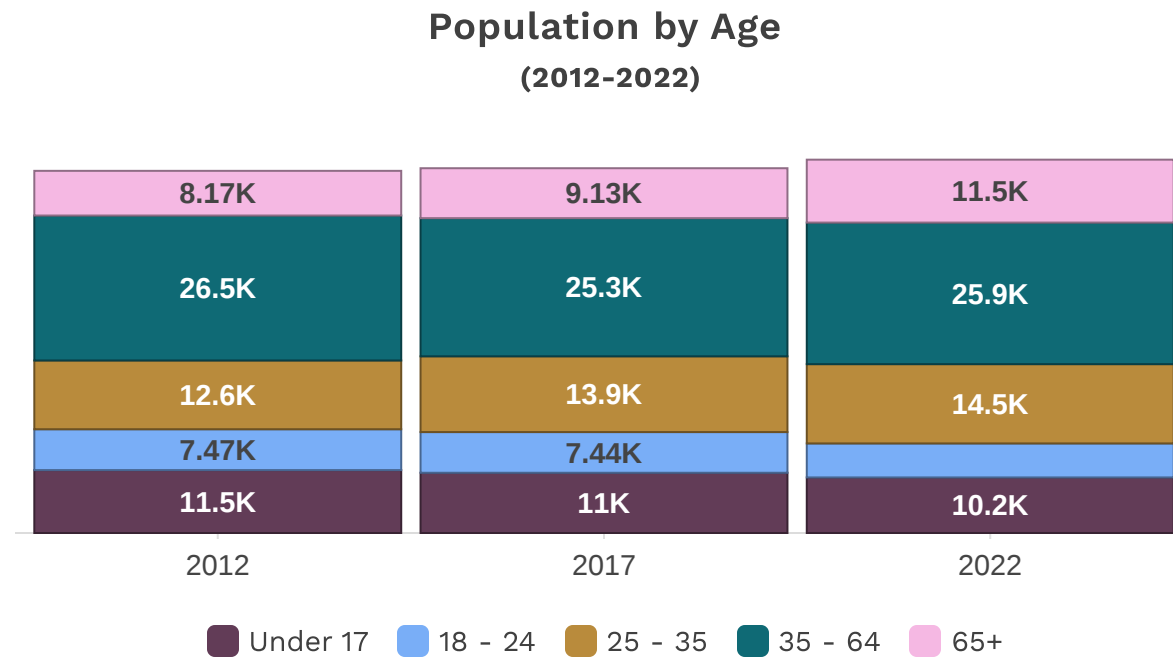
Households by Tenure and Presence of Children (2022)



Source: American Community Survey (ACS), US Census Bureau

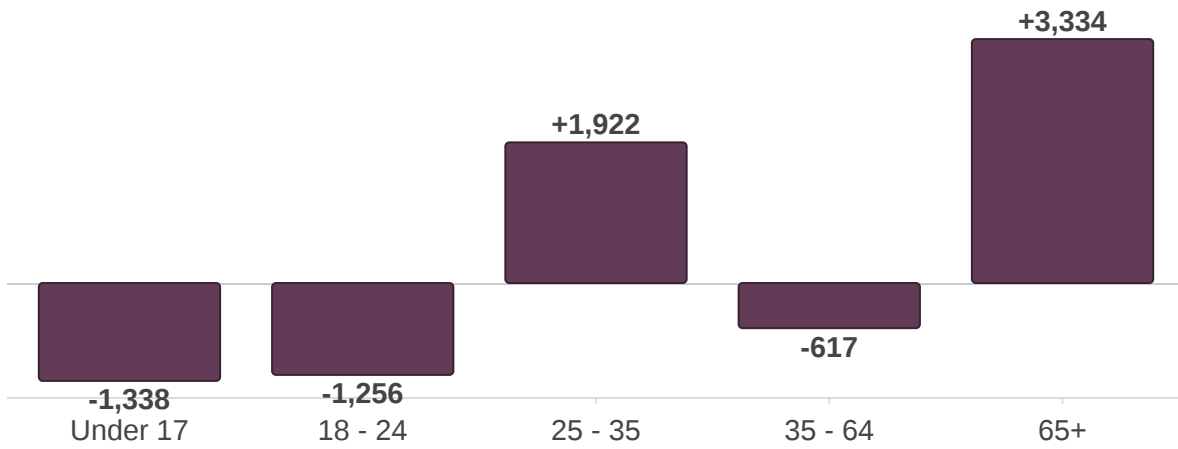
Age

37.9% of residents in Portland city were between the ages of 35 - 64 in 2022, the largest share of all age groups. 16.8% of residents in Portland city were 65 years or older, up from 15.3% in 2021.



Source: American Community Survey (ACS), US Census Bureau

**Change in Age Distribution
(2012-2022)**

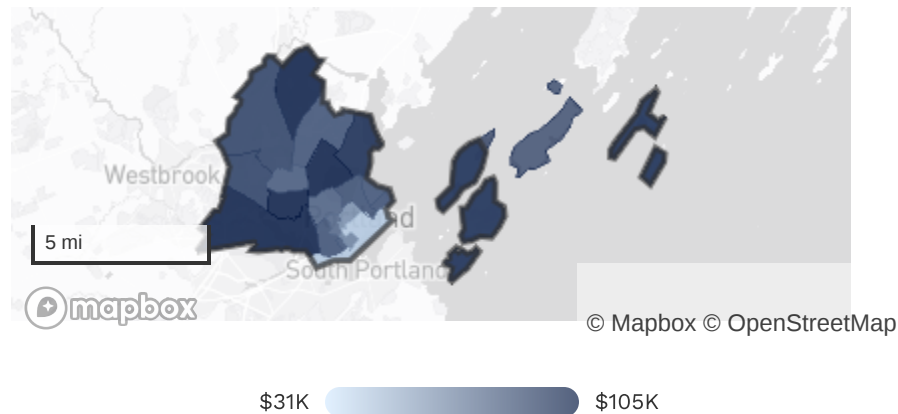


Source: American Community Survey (ACS), US Census Bureau

Median Income

Portland city's median household income increased more than Cumberland County between 2012 and 2022. Portland city's median household income increased by \$27,011 (60.7%), while Cumberland County's median household income increased by \$30,551 (53.4%).

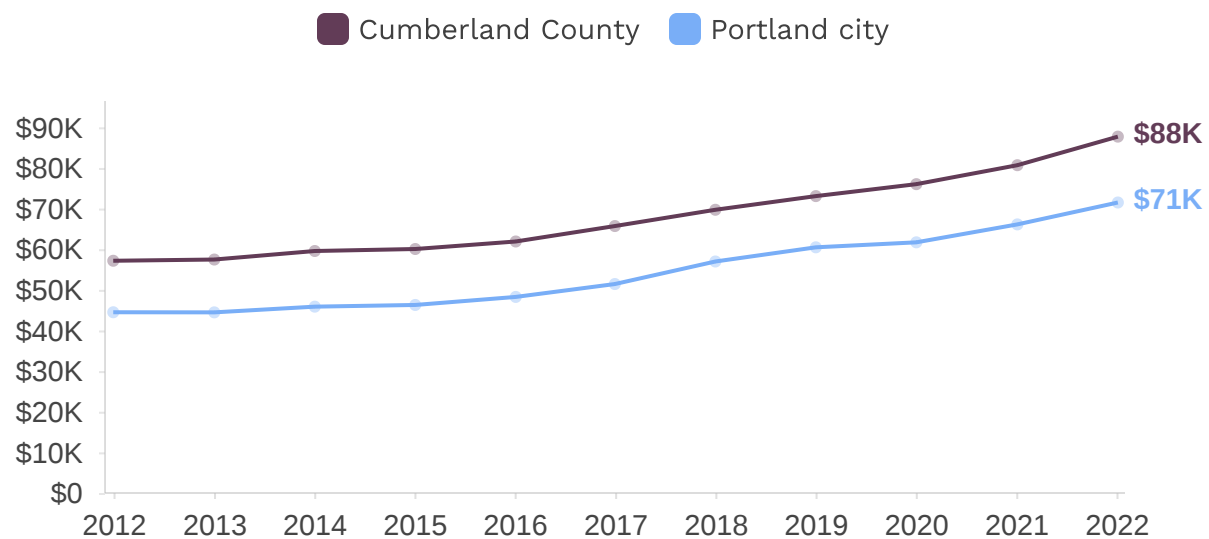
Regional Median Household Income Comparison (2022)



Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

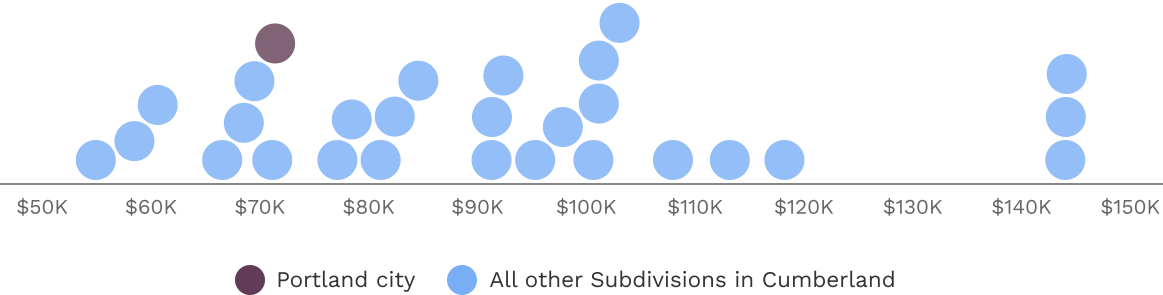
Median Household Income Over Time



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Median Household Income Comparison (2022)

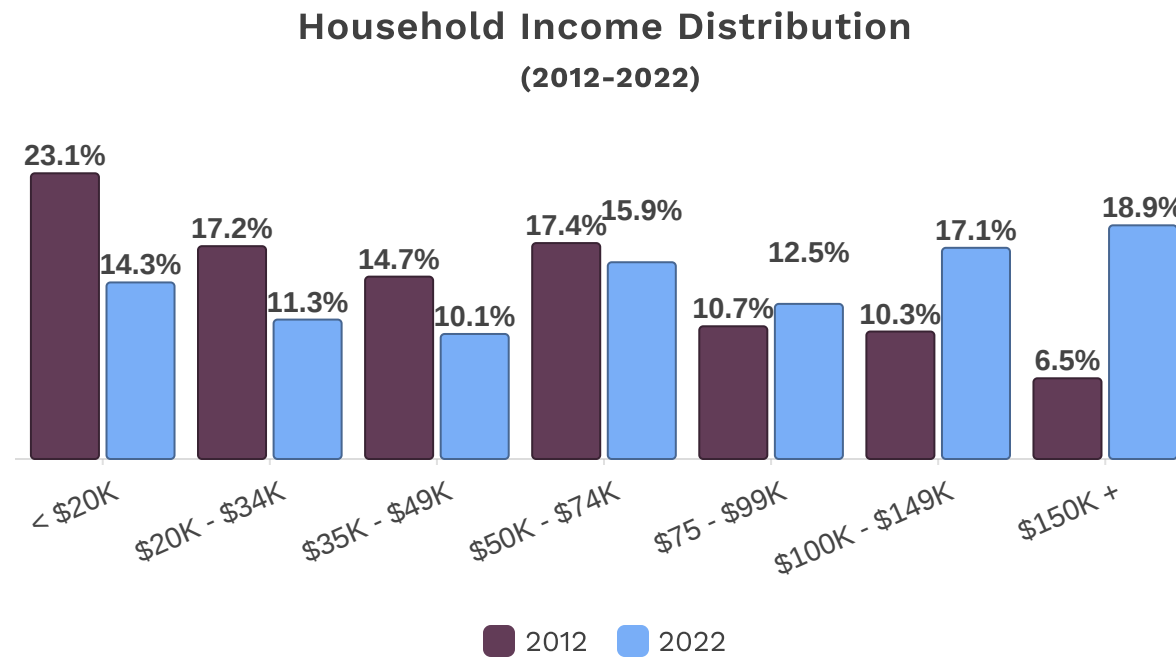


Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

Income Distribution

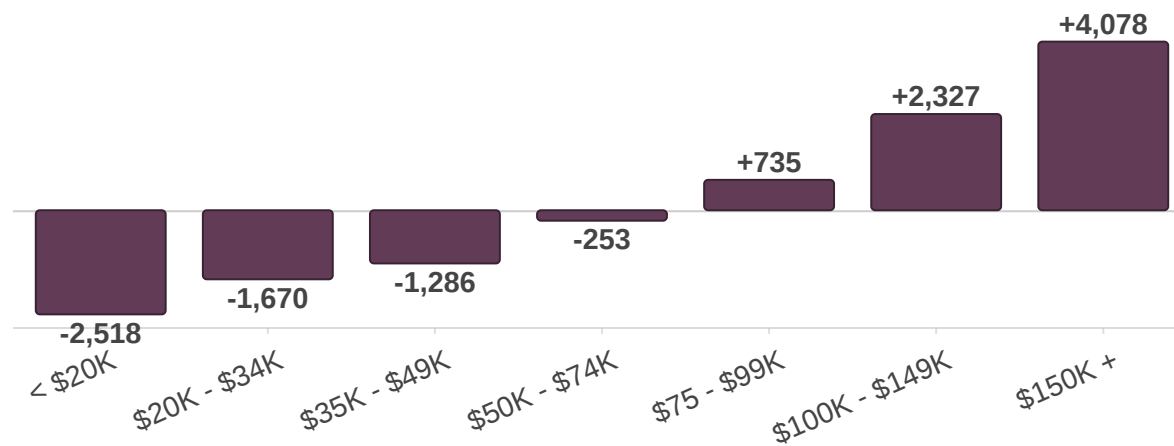
The number of Portland city households earning \$150K + increased by 4,078 households (202.8%) from 2012 to 2022. The number of Portland city households earning below < \$20K decreased by 2,518 households (35.4%).



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Change in Households by Income Group (2012-2022)

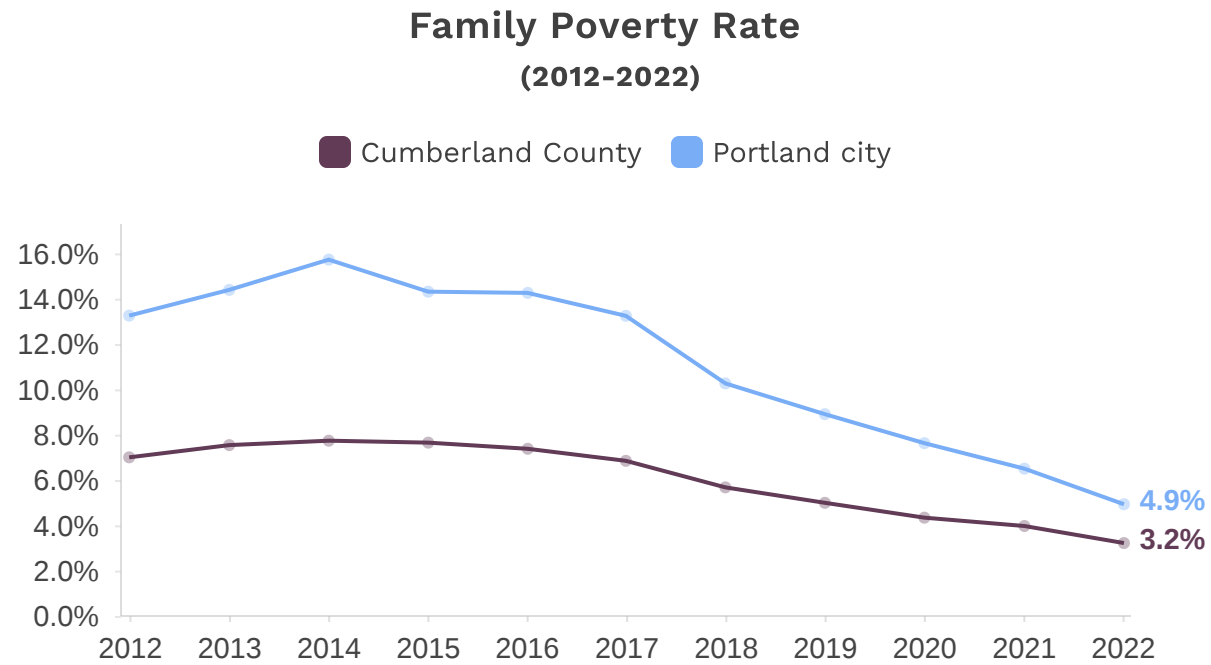


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

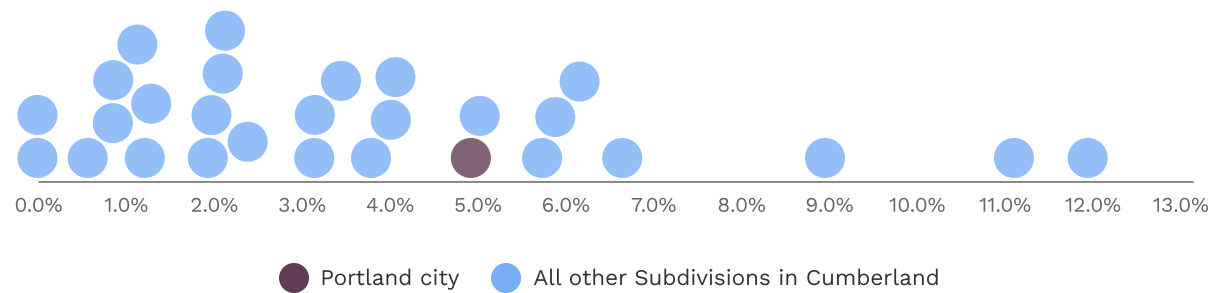
Family Poverty Rate

In 2022, 4.9% of families in Portland city lived below the poverty line, down 8.3% from 2012.



Source: American Community Survey (ACS), US Census Bureau

Family Poverty Rate Compared to Peer Regions (2022)

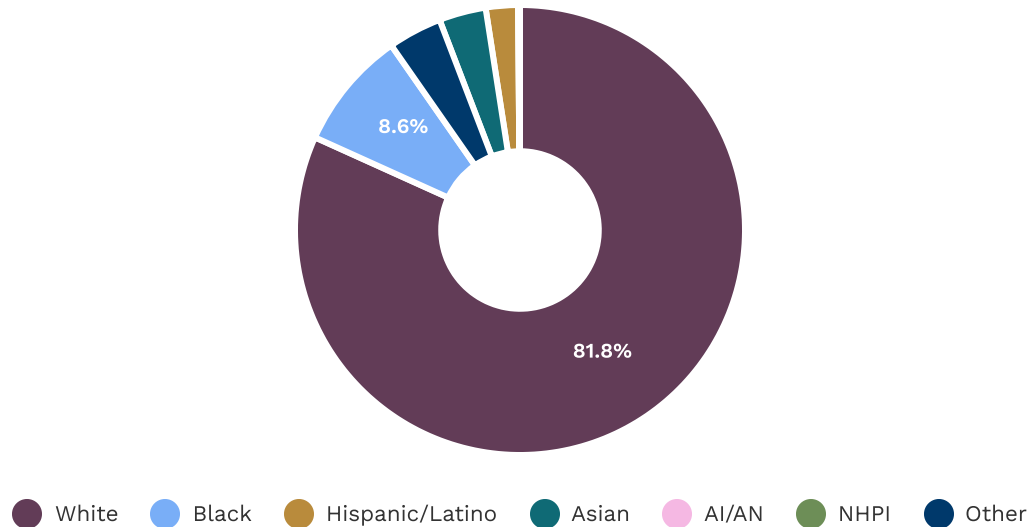


Source: American Community Survey (ACS), US Census Bureau

Racial and Ethnic Composition

In 2022, the racial/ethnic composition of households in Portland city was 85.9% white, 6.1% Black, 2.8% Asian, and 1.8% Hispanic / Latino. White households were the largest racial group (85.9%) within Portland city. The share of Black households changed from 4.3% in 2012 to 6.1% in 2022.

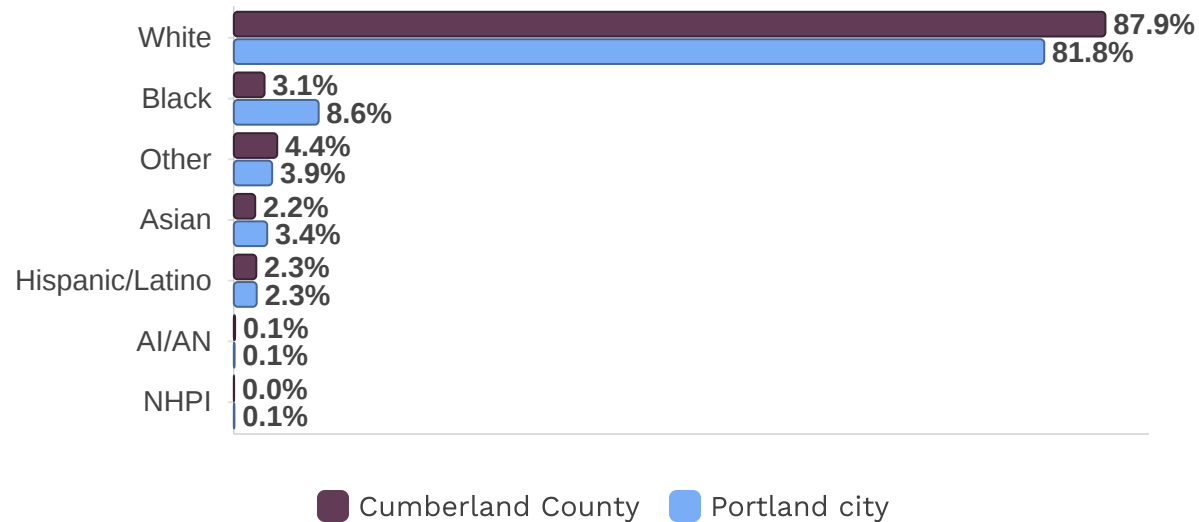
Racial and Ethnic Distribution (Population)
(2022)



Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include non-Hispanic individuals only. AI/AN - American Indian and Alaska Native. NHPI - Native Hawaiian and Other Pacific Islander. Other - Some Other Race or Two or More Races.

Source: American Community Survey (ACS), US Census Bureau

Racial and Ethnic Comparison (Population) (2022)



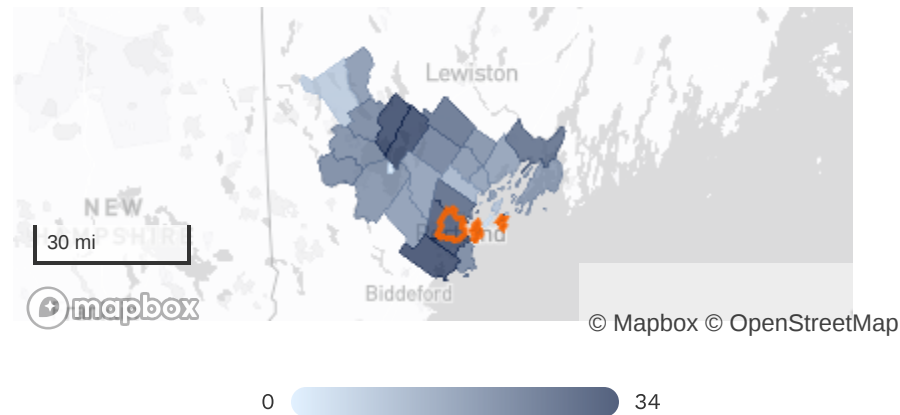
Source: American Community Survey (ACS), US Census Bureau

Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include non-Hispanic individuals only. AI/AN - American Indian and Alaska Native. NHPI - Native Hawaiian and Other Pacific Islander. Other - Some Other Race or Two or More Races.

Dissimilarity Index (Measure of Racial Segregation)

The dissimilarity index demonstrates the degree of racial segregation within specific geographic regions. A dissimilarity index of 0 demonstrates an environment of integration under which groups (in this case racial or ethnic groups) are distributed in the same proportions across all neighborhoods. A dissimilarity index of 100 indicates total segregation such that the members of one group are located in completely different neighborhoods than the second group.

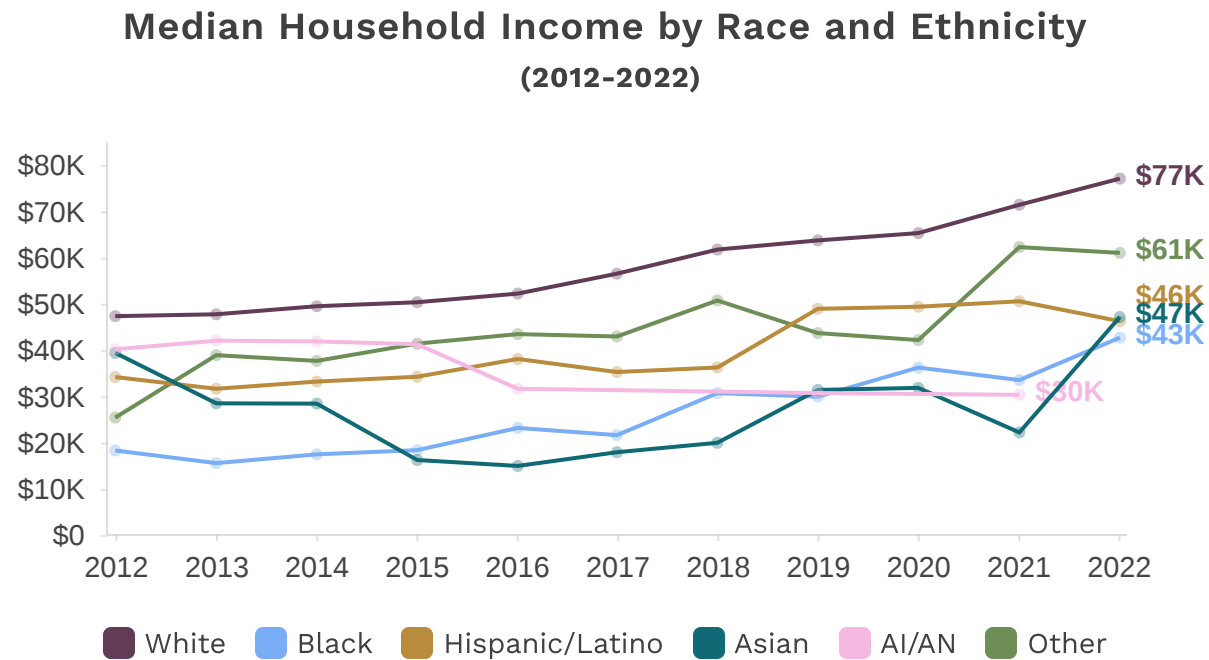
Racial Dissimilarity Index (2022)



Source: American Community Survey (ACS), US Census Bureau, and TIGER/Line Shapefiles

Income by Race and Ethnicity

The income difference in 2022 between the median Black and white household was \$34,394.

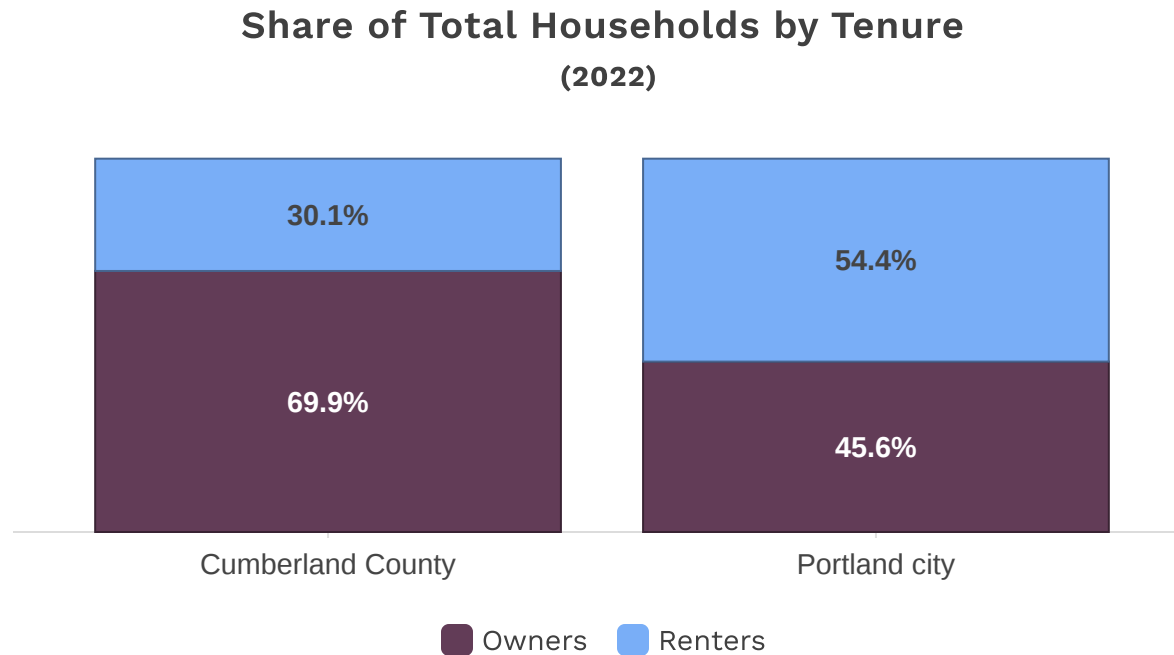


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal. Values may not be accurate for smaller geographies or geographies with very few households of a specific race or ethnicity. Race and ethnicity is provided for the head of household only. White refers to non-Hispanic White heads of household only. Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include both Hispanic and non-Hispanic individuals. AI/AN - American Indian or Alaska Native; NHPI - Native Hawaiian or Pacific Islander; Other - Some Other Race and Two or More Races.

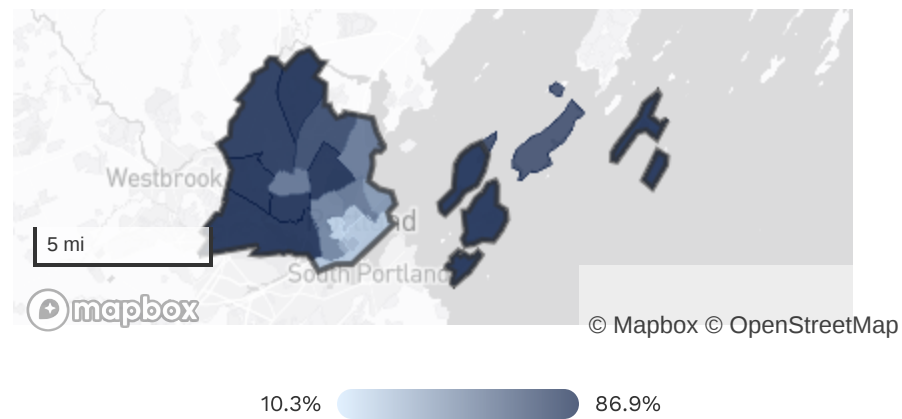
Tenure

In 2022, 54.4% of households in Portland city were renters, compared with 30.1% in Cumberland County.



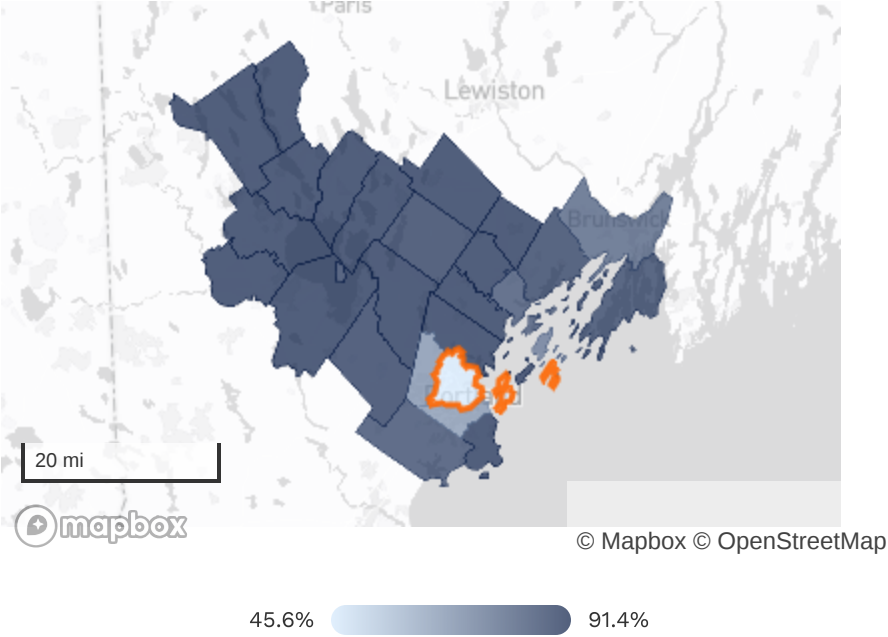
Source: American Community Survey (ACS), US Census Bureau

Homeownership Rate (2022)



Source: American Community Survey (ACS), US Census Bureau

Homeownership Rates by Peer Regions (2022)

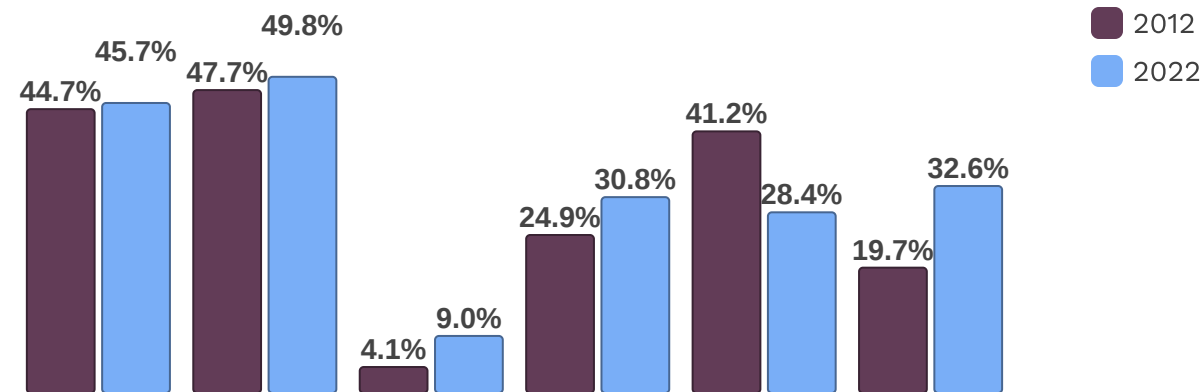


Source: American Community Survey (ACS), US Census Bureau

Homeownership by Race and Ethnicity

Between 2012 and 2022, the rate of homeownership in Portland city increased by 2.2%. In Cumberland County, the homeownership rate rose by 2.6%. For Black households in Portland city, homeownership rates were -40.8% less than white households in 2022.

**Homeownership Rate by Householder Race and Ethnicity
(2012-2022)**

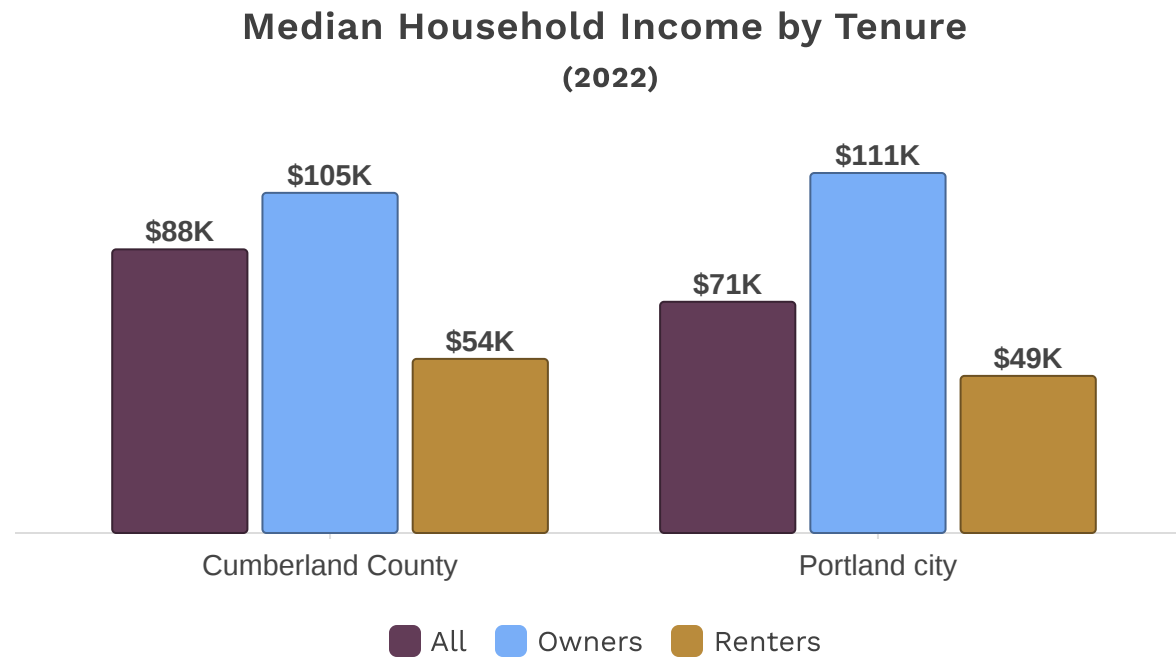


Source: American Community Survey (ACS), US Census Bureau

Values may not be accurate for smaller geographies or geographies with very few households of a specific race or ethnicity. White refers to non-Hispanic White heads of household only. Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include both Hispanic and non-Hispanic individuals. AI/AN - American Indian or Alaska Native; NHPI - Native Hawaiian or Pacific Islander; Other - Some Other Race and Two or More Races.

Median Income and Tenure

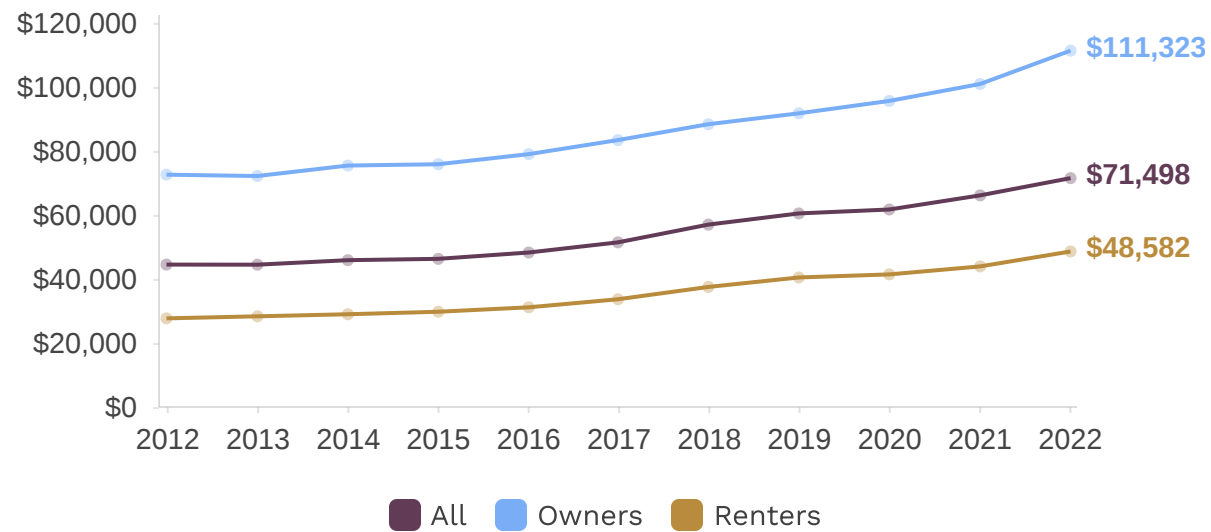
In 2022, median income for owner households was \$62,741 more than renter households in Portland city. For Cumberland County, the difference between owner and renter households was \$51,343.



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Median Household Income Over Time by Tenure (2012-2022)

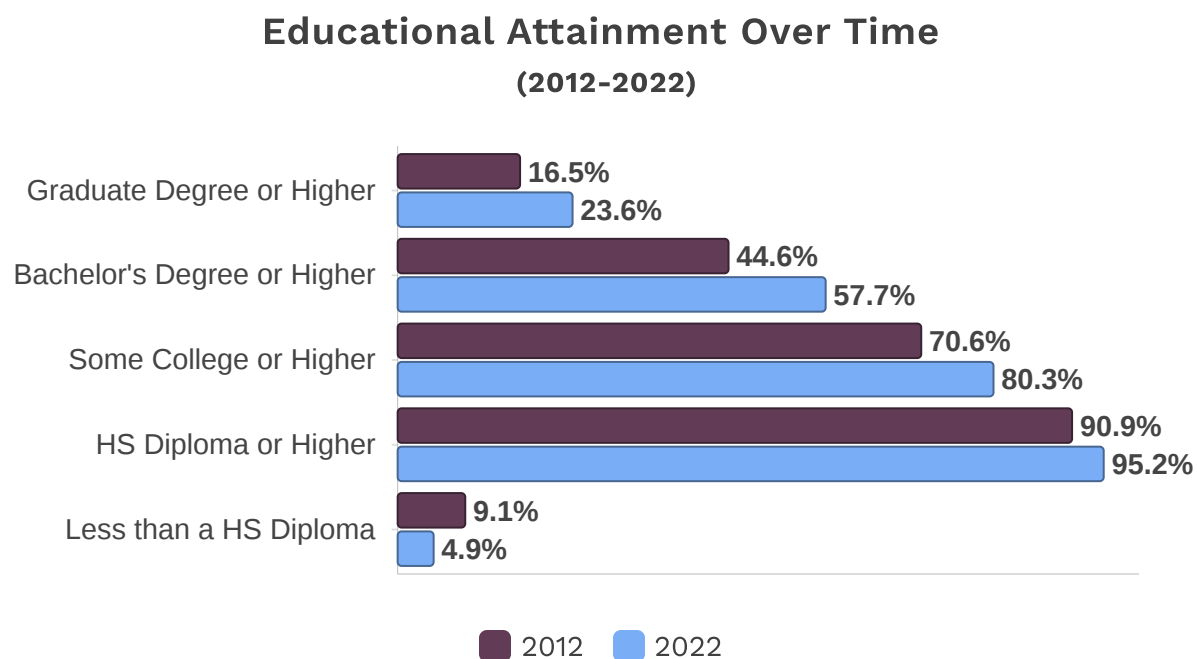


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

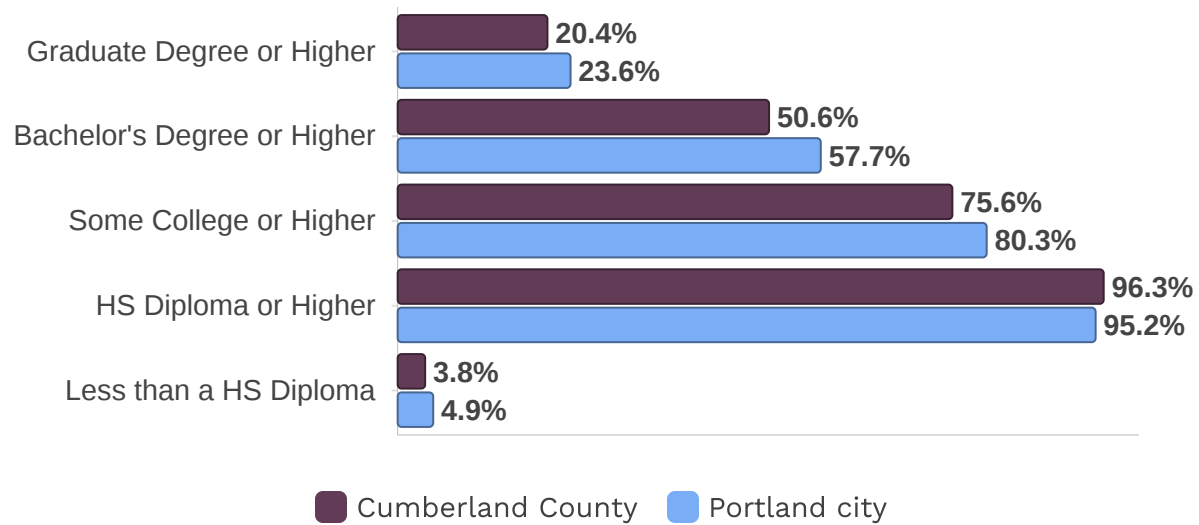
Education

57.7% of the population in Portland city had at least a college degree in 2022, up 13.1% from 2012. 95.2% of the population had a high school diploma, up 4.3% from 2012.



Source: American Community Survey (ACS), US Census Bureau

Comparative Educational Attainment (2022)



Source: American Community Survey (ACS), US Census Bureau

Median Earnings by Educational Attainment

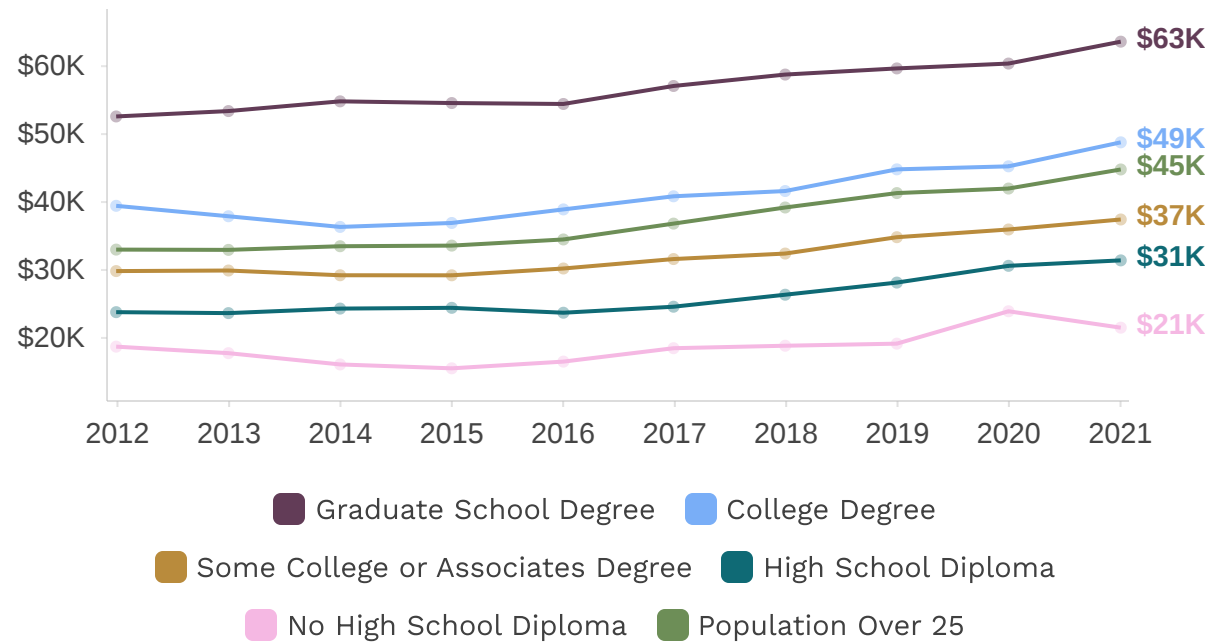
In 2022, residents with a college degree earned on average \$17,115 more than residents with only a high school diploma.

Median Individual Income by Educational Attainment (2022)

Education Level ▲	Cumberland County	Portland city
No High School Diploma	\$30,226	\$20,326
High School Diploma	\$39,336	\$34,002
Some College	\$46,458	\$41,436
College Degree	\$58,206	\$51,117
Graduate Degree	\$76,244	\$68,212
Population Over 25	\$53,078	\$48,760

Source: American Community Survey (ACS), US Census Bureau

Median Income Over Time by Educational Attainment (2012-2022)

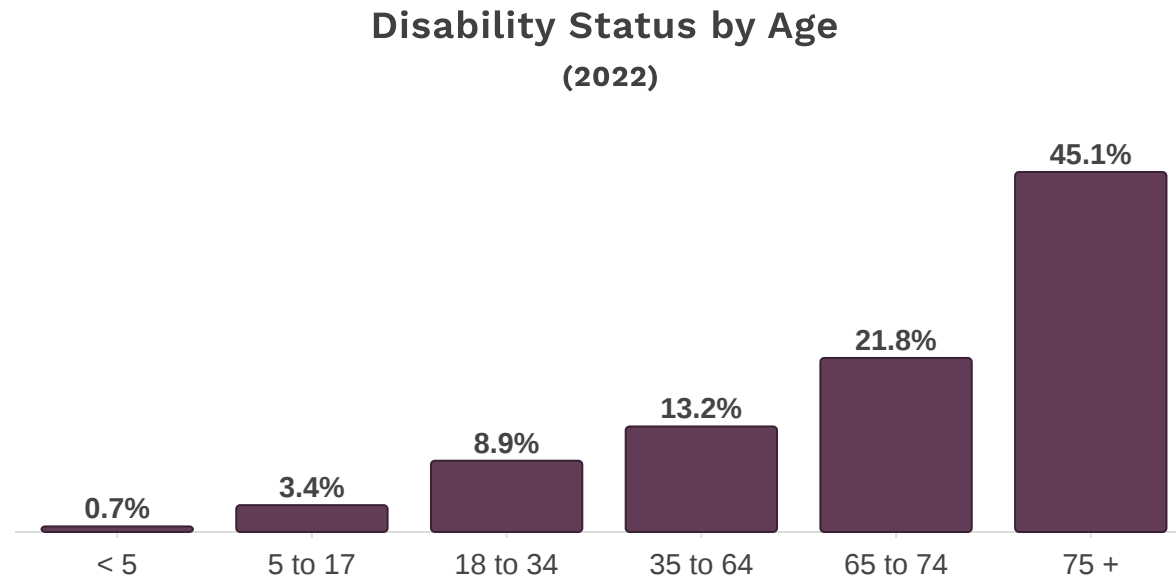


Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

Disability

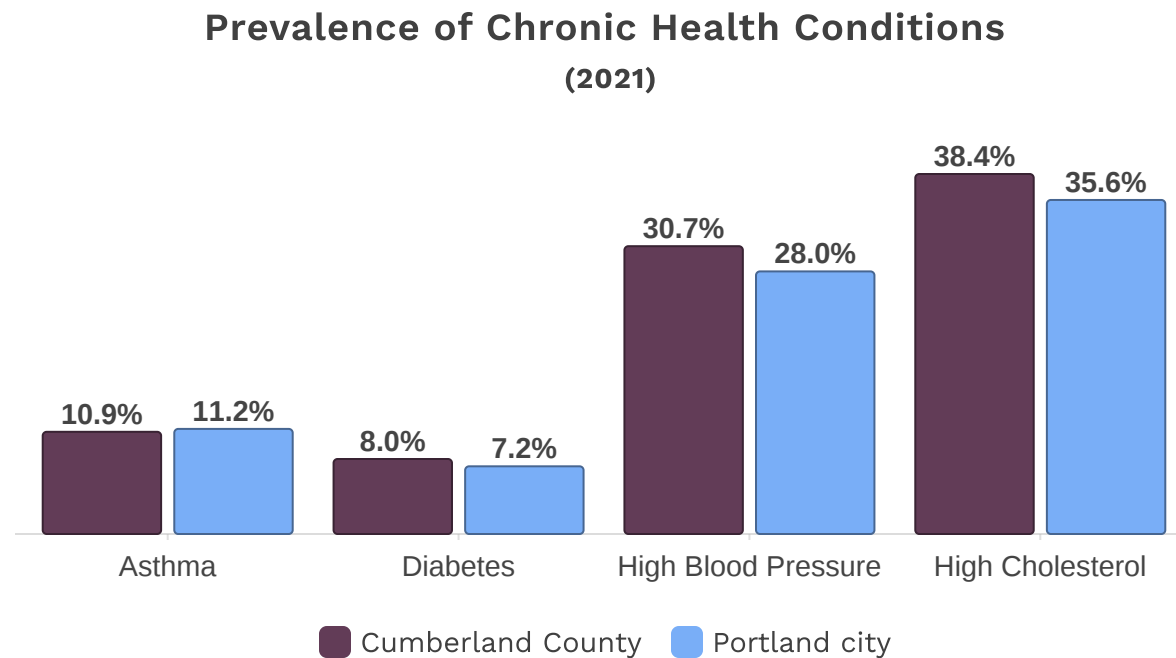
In 2022, 45.1% of people aged 75 and older had a disability in Portland city. The share of all residents with a disability increased by 0.9% between 2012 and 2022, more than in Cumberland County overall.



Source: American Community Survey (ACS), US Census Bureau

Health Outcomes

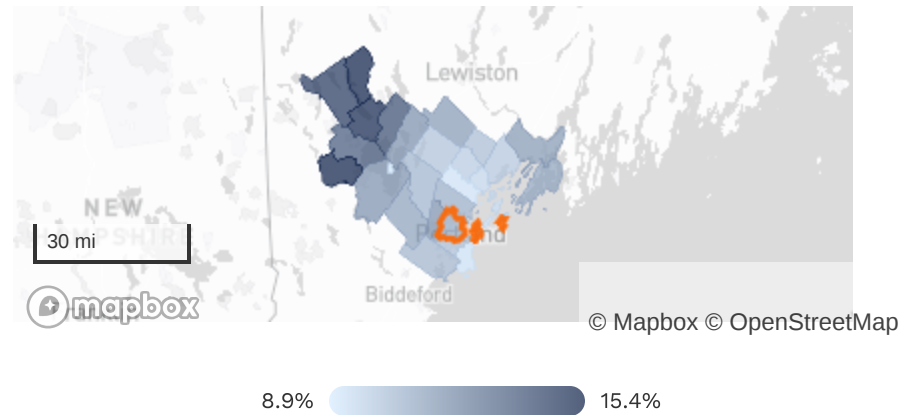
In 2021, 10.8% of the population over 18 years old in Portland city had poor or fair health, as defined by the American Community Survey.



Source: PLACES, US Centers for Disease Control and Prevention (CDC)

Note: The latest year of this dataset is 2021.

Regional Rates of Poor or Fair Health Comparison (2021)



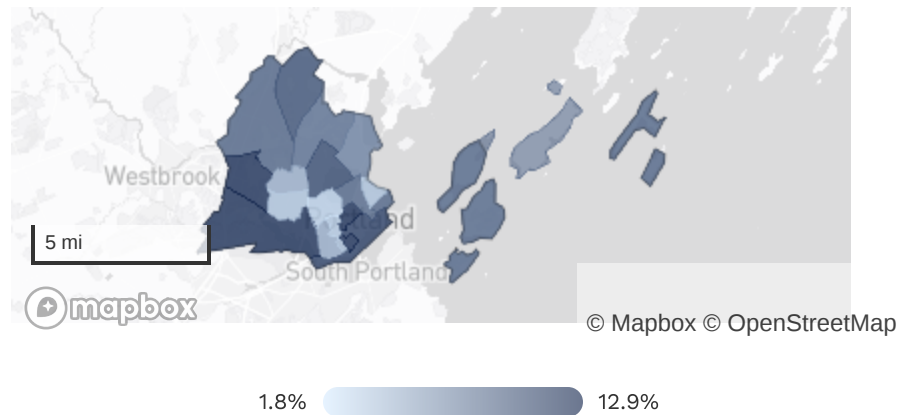
Note: The latest year of this dataset is 2021.

Source: PLACES, US Centers for Disease Control and Prevention (CDC)

Internet Access

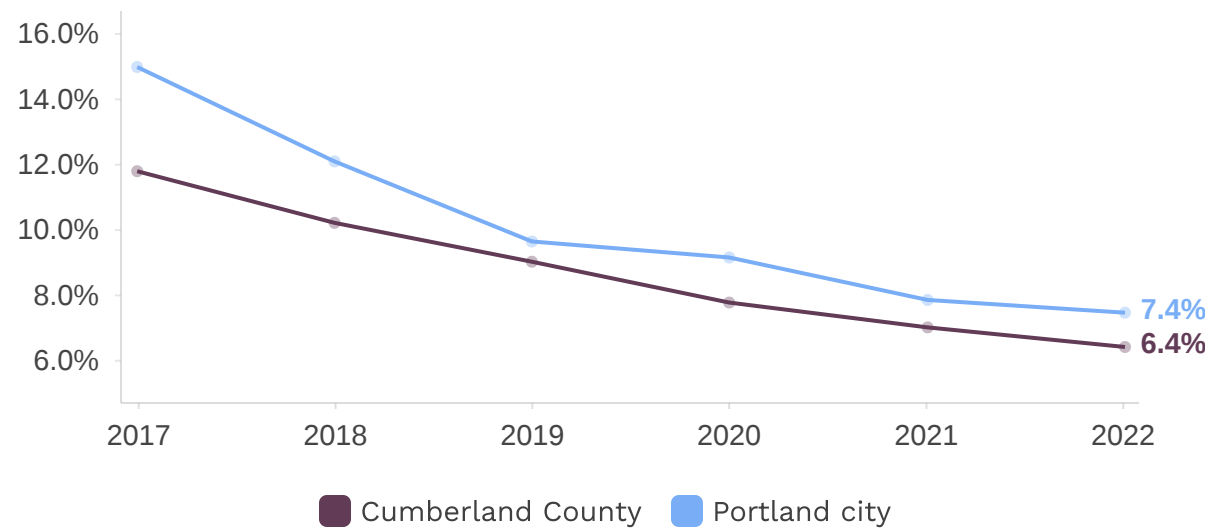
In 2022, 2,399 households in Portland city did not have internet access in their home (7.4% of all households). Internet access refers to whether or not a household uses or connects to the internet, regardless of whether or not they pay for the service to do so.

Share of All Households Without Internet Access (2022)



Source: American Community Survey (ACS), US Census Bureau

Share of All Households Without Internet Access Over Time (2017-2022)



Source: American Community Survey (ACS), US Census Bureau

Economic Trends

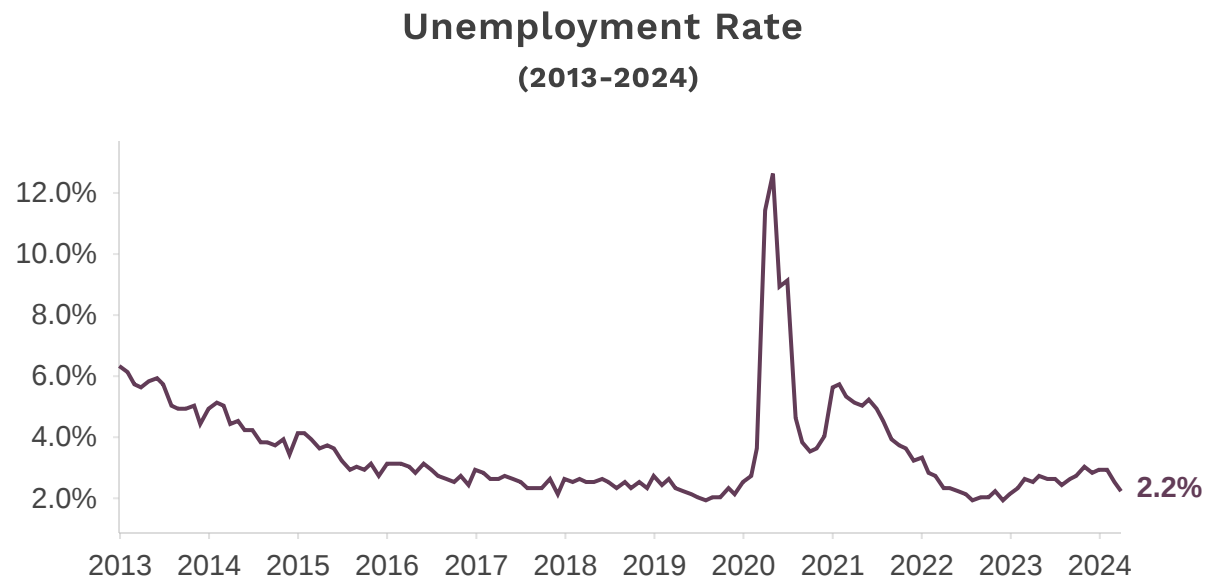
Portland city

Economic Trends

Economic trends in a region, including changes in employment, industries and locations of jobs, impact current and future housing needs. Information about economic trends offers insight into where new housing may be needed and what households can afford to pay for housing based on wages.

Employment

Between 2013 to 2023, the unemployment rate decreased from 5.4% to 2.6% in Portland city.



Source: Local Area Unemployment Statistics (LAUS), US Bureau of Labor Statistics (BLS), except for data for the US overall, which comes from the Current Population Survey (CPS) Labor Force Statistics, US BLS.

Top Occupations and Their Wages

The occupations in Portland-South Portland CBSA, ME with the largest number of employees in 2023 were:

1. Retail Salespersons (6,150 workers; \$35,780 median annual wage);
2. Home Health and Personal Care Aides (6,060 workers; \$36,520); and,
3. General and Operations Managers (5,390 workers; \$99,860).

Note that this data is shown for Portland-South Portland CBSA, ME. Metropolitan areas are the lowest geographic level for data from the Occupational Employment and Wage Statistics (OEWS).

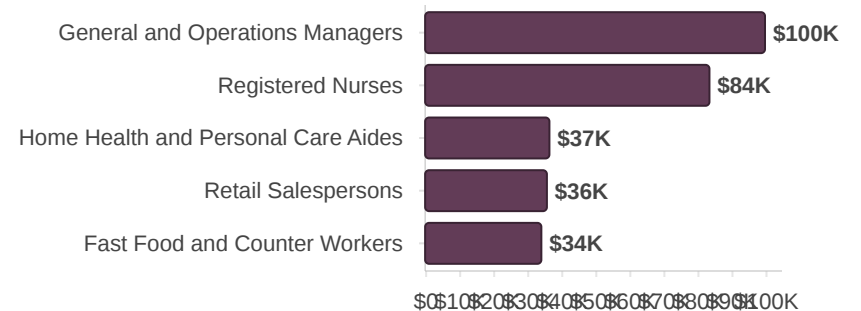
**Top 5 Occupations by Total Employment
(2023)**



Source: Occupational Employment and Wage Statistics (OEWS), US Bureau of Labor Statistics (BLS)

Employment data are shown for the 5 detailed occupations in Portland-South Portland CBSA, ME with the largest total employment across all industries.

**Median Annual Wages in 5 Largest
Occupations by Total Employment
(2023)**



Source: Occupational Employment and Wage Statistics (OEWS), US Bureau of Labor Statistics (BLS)

Median annual wages are shown for the 5 detailed occupations in Portland-South Portland CBSA, ME with the largest total employment across all industries.

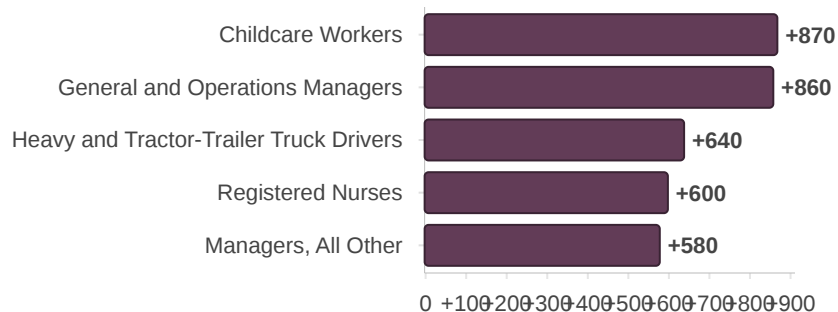
Occupations with the Largest Job Growth

The occupations in Portland-South Portland CBSA, ME that saw the largest net increase in the number of employees between 2018 and 2023 were:

1. Childcare Workers (+870 workers; \$34,340 median annual wage in 2023);
2. General and Operations Managers (+860 workers; \$99,860); and,
3. Heavy and Tractor-Trailer Truck Drivers (+640 workers; \$51,880).

Note that this data is shown for Portland-South Portland CBSA, ME. Metropolitan areas are the lowest geographic level for data from the Occupational Employment and Wage Statistics (OEWS).

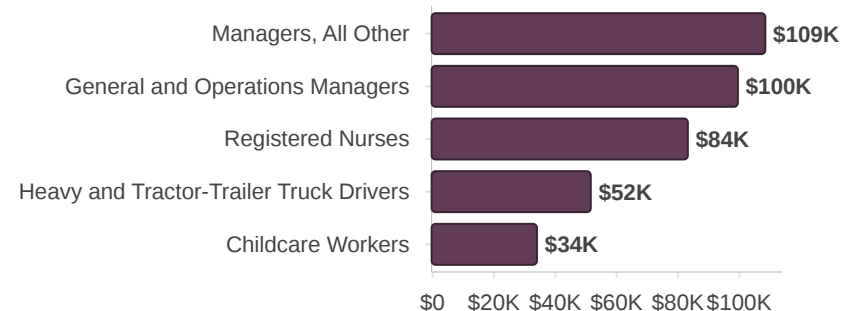
Occupations with the Largest 5-Year Job Growth (2018-2023)



Source: Occupational Employment and Wage Statistics (OEWS, US Bureau of Labor Statistics (BLS))

Job growth data are shown for the 5 detailed occupations in Portland-South Portland CBSA, ME with the largest net increase in employment across all industries.

Median Annual Wages (2023) in Occupations with the Largest 5-Year Job Growth (2018-2023)

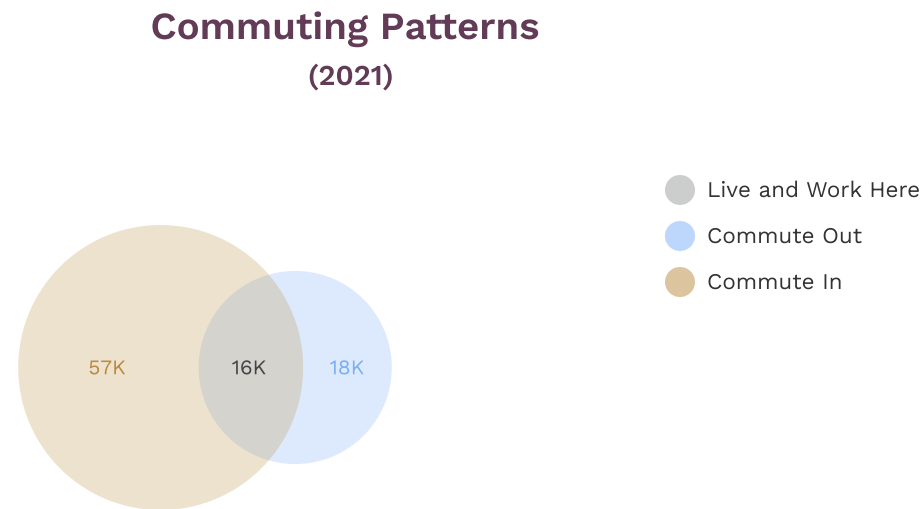


Source: Occupational Employment and Wage Statistics (OEWS, US Bureau of Labor Statistics (BLS))

Median annual wages from 2023 are shown for the 5 detailed occupations in Portland-South Portland CBSA, ME with the largest net increase in employment across all industries.

Commuting Patterns

Among the employed residents of Portland city, 47.7% (16,024 workers) both live and work in Portland city, while 52.3% (17,567 workers) commute out for work. An additional 57,102 workers come to Portland city for work but live elsewhere, meaning 78.1% of the people who work in Portland city do not live in Portland city.



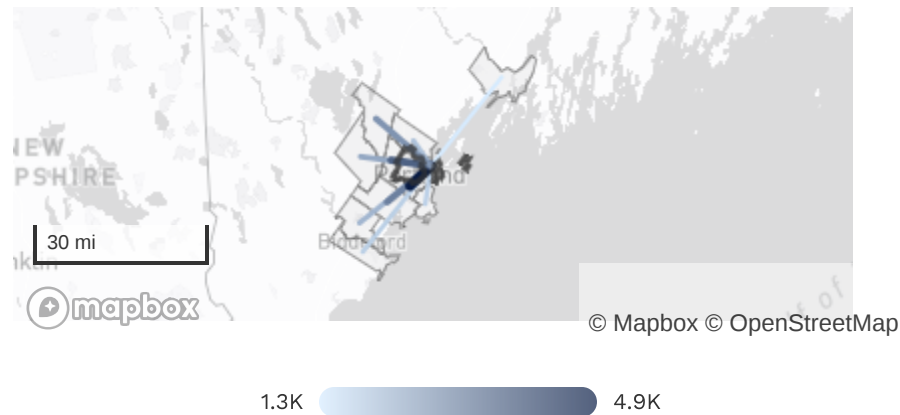
Note: The latest year of this dataset is 2021.

Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) Origin-Destination Employment Statistics (LODES), Origin-Destination Files

Commuter Inflow

The main points of origin of commuter households into Portland city in 2021 were South Portland city (4,867 commuters), Westbrook city (3,457 commuters), Scarborough town (2,986 commuters), and Windham town (2,659 commuters).

Top Commuter Origins (2021)



Note: The latest year of this dataset is 2021.

Source: U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Total Commuters by Origin (2021)

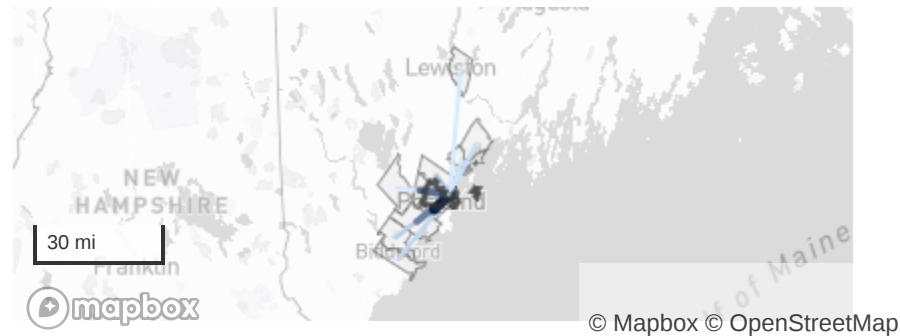
Origin	2021 ▲
Brunswick town	1,319
Cape Elizabeth town	1,712
Biddeford city	1,737
Falmouth town	1,950
Saco city	2,132
Gorham town	2,352
Windham town	2,659
Scarborough town	2,986
Westbrook city	3,457
South Portland city	4,867

Source: U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Commuter Outflow

The main destinations of commuting households out of Portland city in 2021 were South Portland city (3,267 commuters), Westbrook city (1,982 commuters), Scarborough town (1,748 commuters), and Falmouth town (880 commuters).

Top Commuter Destinations (2021)



411 3.3K

Note: The latest year of this dataset is 2021.

Source: U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Total Commuters by Destinations (2021)

Destination	2021 ▲
Lewiston city	411
Gorham town	412
Yarmouth town	472
Freeport town	545
Biddeford city	660
Saco city	747
Falmouth town	880
Scarborough town	1,748
Westbrook city	1,982
South Portland city	3,267

Source: U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Housing Supply Trends

Portland city

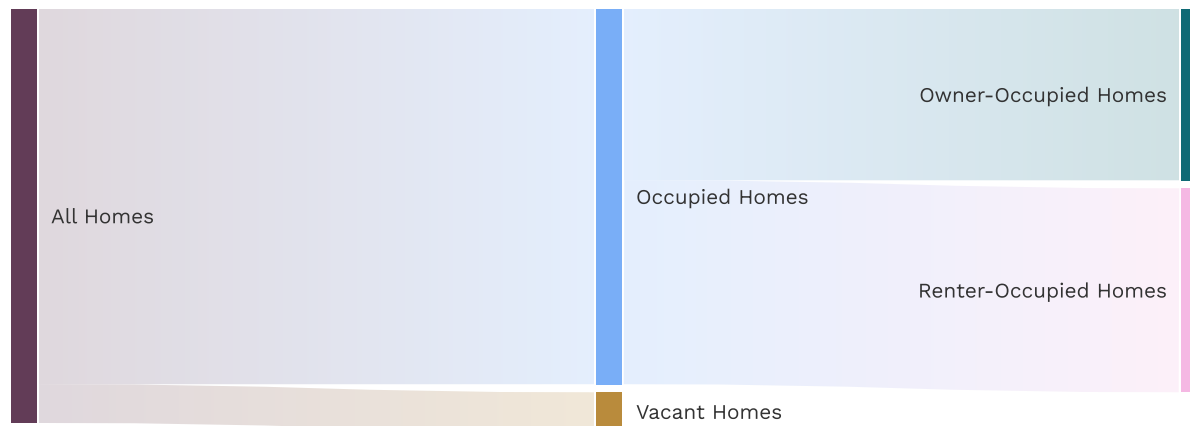
Housing Supply Introduction

This section explores overall housing supply— the total number of homes in a region, as well as their type, tenure, quality, and cost. The overall availability of housing for rent and for sale is an important indicator of a housing market’s ability to welcome new households and support housing choice for existing residents. Housing availability and affordability are closely linked; the Affordable Housing Supply section focuses on affordability trends and the supply of both naturally occurring and publicly subsidized affordable homes for lower income households.

Total Housing Stock

Of the total 32,253 occupied homes in Portland city in 2022, 45.6% were owner-occupied homes and 54.4% were renter-occupied homes. Out of all homes, 9.4% of homes were vacant.

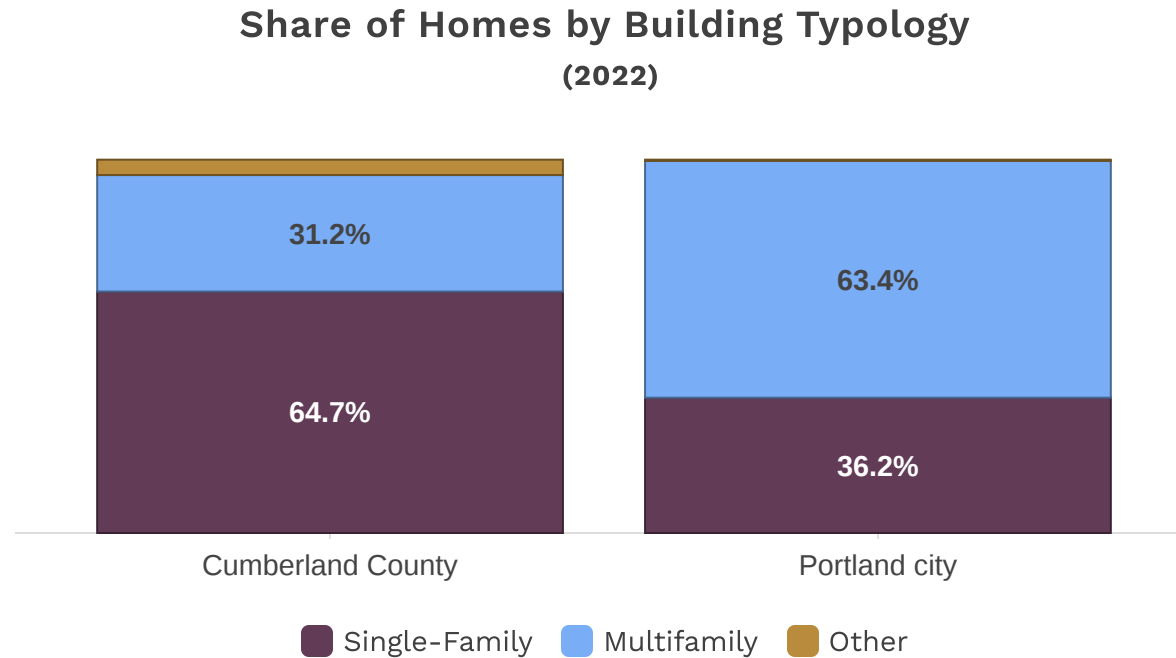
Renter and Owner Occupied Housing Stock (2022)



Source: American Community Survey (ACS), US Census Bureau

Homes by Typology

Multifamily housing made up the largest share of housing in Portland city in 2022 (63.4%, or 22,568 homes). Single family housing was next with 12,897 homes (36.2%). The number of homes in multifamily buildings (2+ units) increased by 1,897 homes between 2012 and 2022.

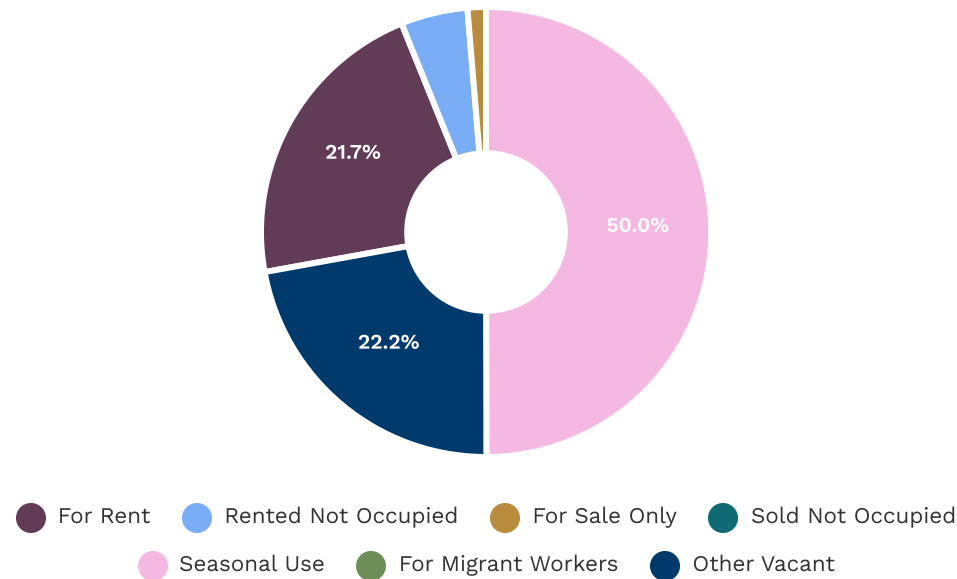


Source: American Community Survey (ACS), US Census Bureau

Vacancy Trends

When determining the share of housing stock available for new renters and owners, only homes that are 'for rent' and 'for sale only' can be occupied by new renters and owners. So while 3,332 of homes were vacant in Portland city in 2022, only 21.7% of these homes were vacant and for rent, and 1.3% were vacant and for sale. 50.0% of all vacant homes were for seasonal use, in which the home is unoccupied most of the year.

Status of Vacant Homes
(2022)



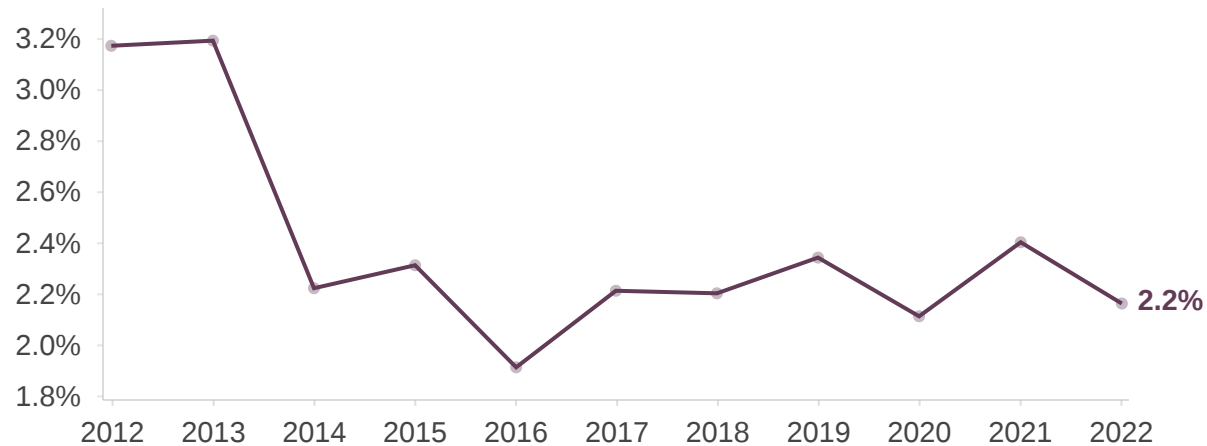
"Other Vacant" may include homes foreclosed on, in need of repair, or if the status is vacant and reason unknown.

Source: American Community Survey (ACS), US Census Bureau

Vacancy Indicators

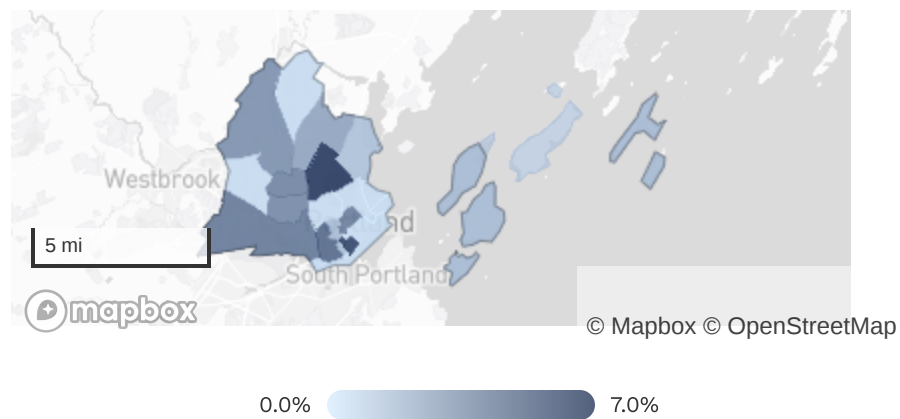
The share of vacant and available homes in Portland city decreased by 1.0%, or by 309 homes, between 2012 to 2022. This indicates that the housing market was more constrained in 2022 compared to 2012.

**Share of Homes That Are Vacant and Available Over Time
(2012-2022)**



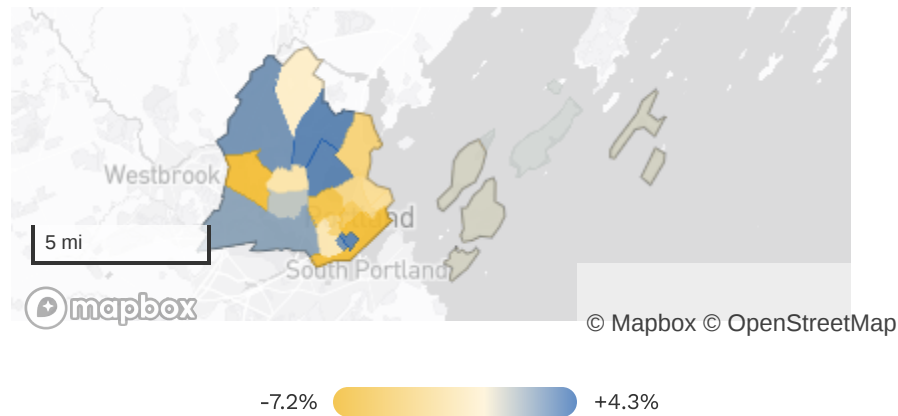
Source: American Community Survey (ACS), US Census Bureau

Share of Homes That Are Vacant and Available (2022)



Source: American Community Survey (ACS), US Census Bureau

Change in Share of Homes That Are Vacant and Available (2012-2022)

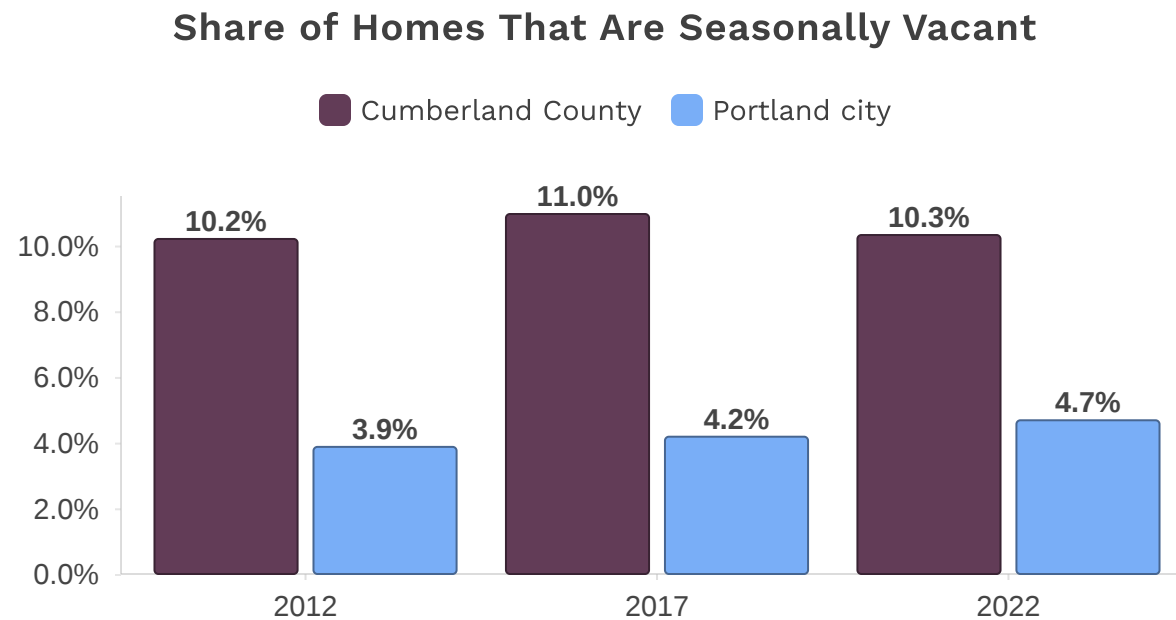


Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk.

Source: American Community Survey (ACS), US Census Bureau

Seasonal Vacancies

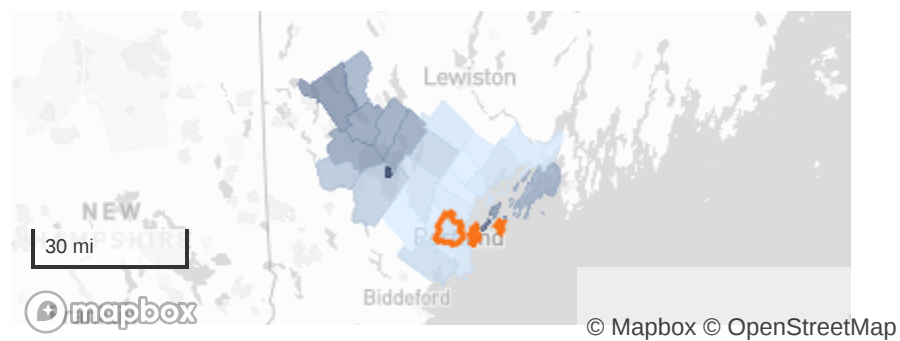
Housing that is seasonally vacant can make up a substantial part of some markets, particularly in vacation destinations. In Portland city, 4.7% of all homes in 2022 were seasonally vacant—that is, they were reported as being vacant for seasonal, recreational, or occasional use, or for migrant workers. The seasonal vacancy rate has increased since 2012, when 3.9% of homes were seasonally vacant.



Source: American Community Survey (ACS), US Census Bureau

Seasonal vacancies include homes that are used "for seasonal, recreational, or occasional use" and "for migrant workers."

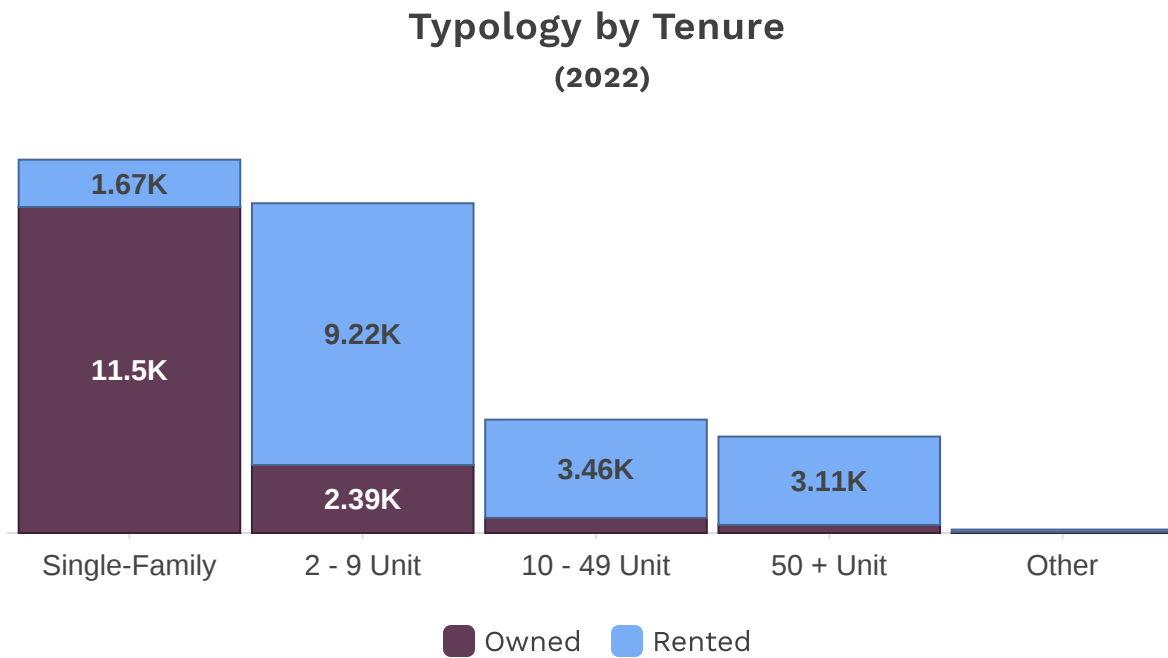
Regional Comparison of the Seasonal Vacancy Rate (2022)



Source: American Community Survey (ACS), US Census Bureau

Typology by Tenure

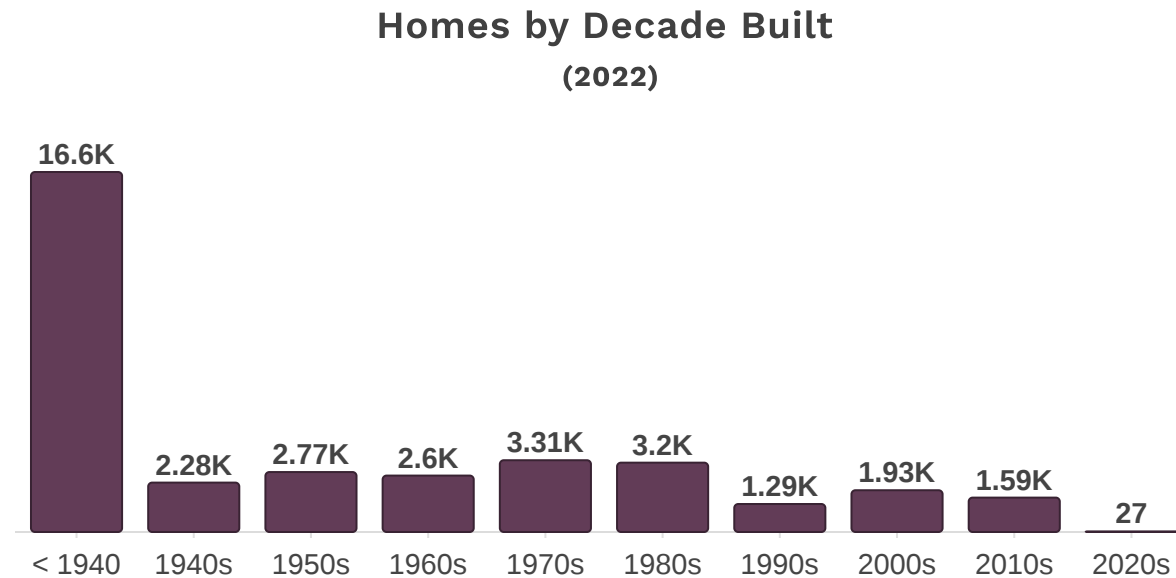
In 2022, 1,667 single family homes in Portland city were occupied by renters. For homes occupied by owners, the majority were single family, with 11,474 homes.



Source: American Community Survey (ACS), US Census Bureau

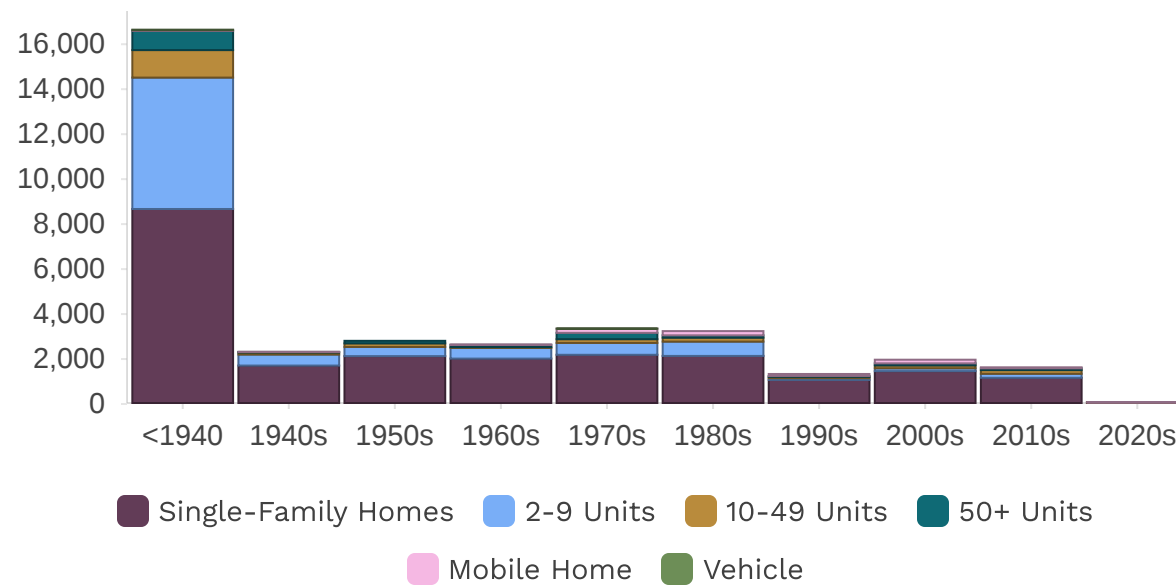
Homes by Decade Built

Of the 35,585 homes in Portland city, 1,586 homes (4.5%) were built between 2010 and 2019. This was less than between 2000 and 2009, when 1,926 homes (5.4%) were built.



Source: American Community Survey (ACS), US Census Bureau

Homes by Decade Built and Typology (2022)

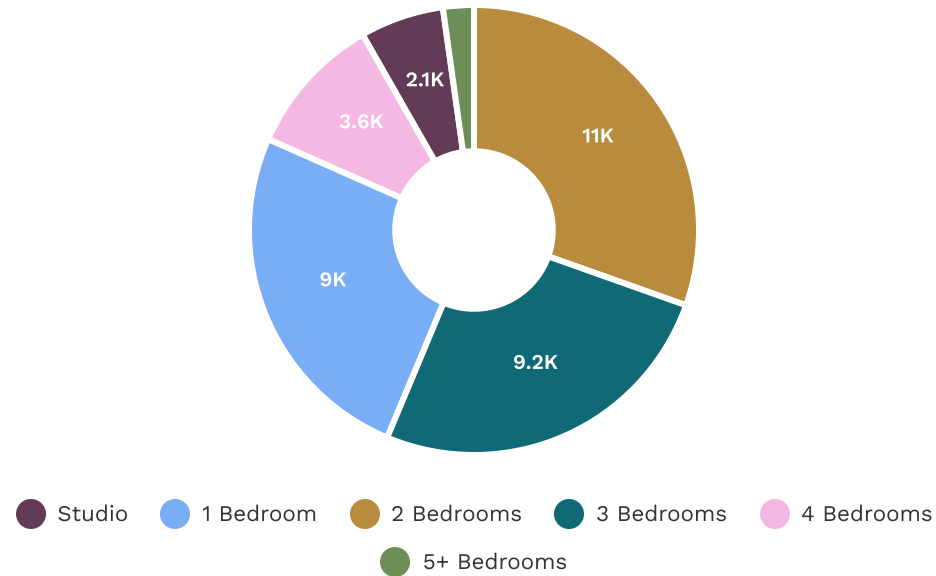


Source: Public Use Microdata Sample (PUMS), US Census Bureau

Vehicle refers to house boats, RVs, camper vans, and other homes.

Homes by Number of Bedrooms

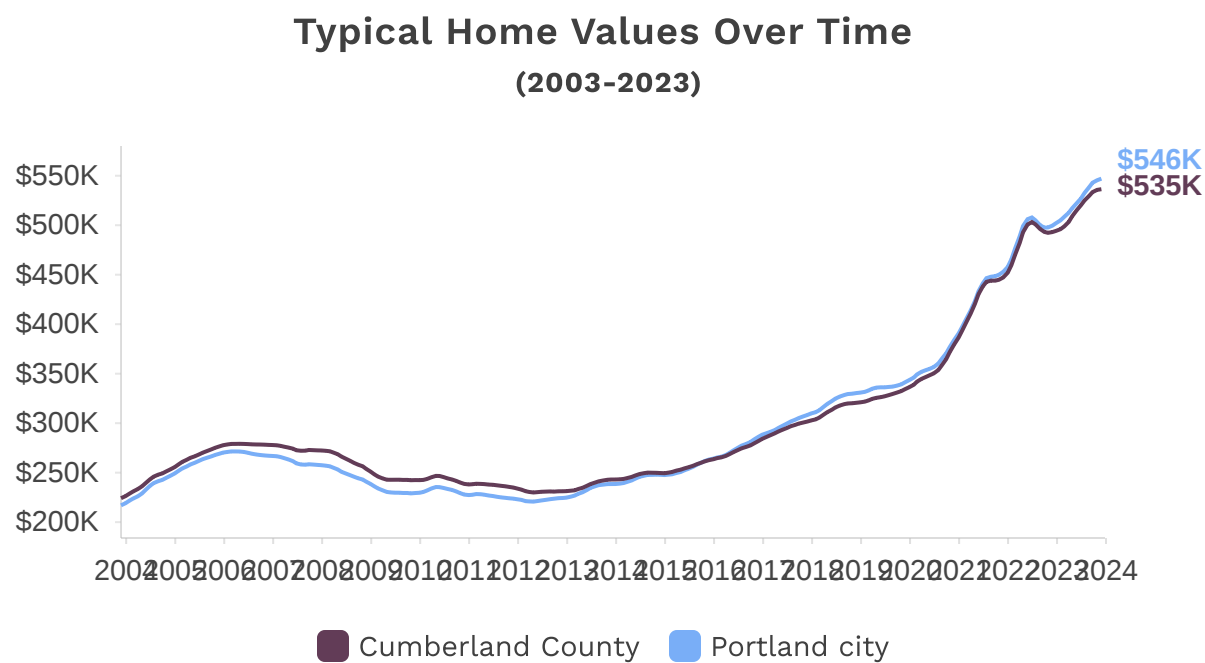
Homes by Number of Bedrooms
(2022)



Source: American Community Survey (ACS), US Census Bureau

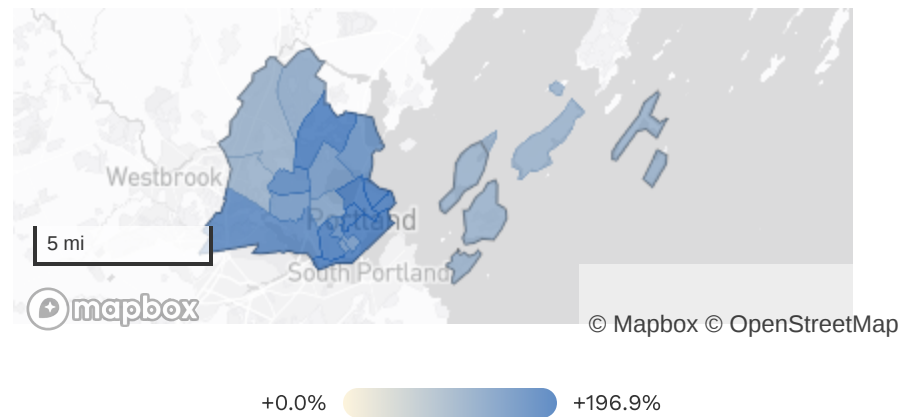
Home Values

Home values in Portland city increased by 129.9% from 2013 to 2023, compared to home values across Cumberland County, which increased by 121.2%.



Source: Zillow Research, Zillow Home Value Index, All Homes Time Series

Change in Median Home Values (2012-2022)

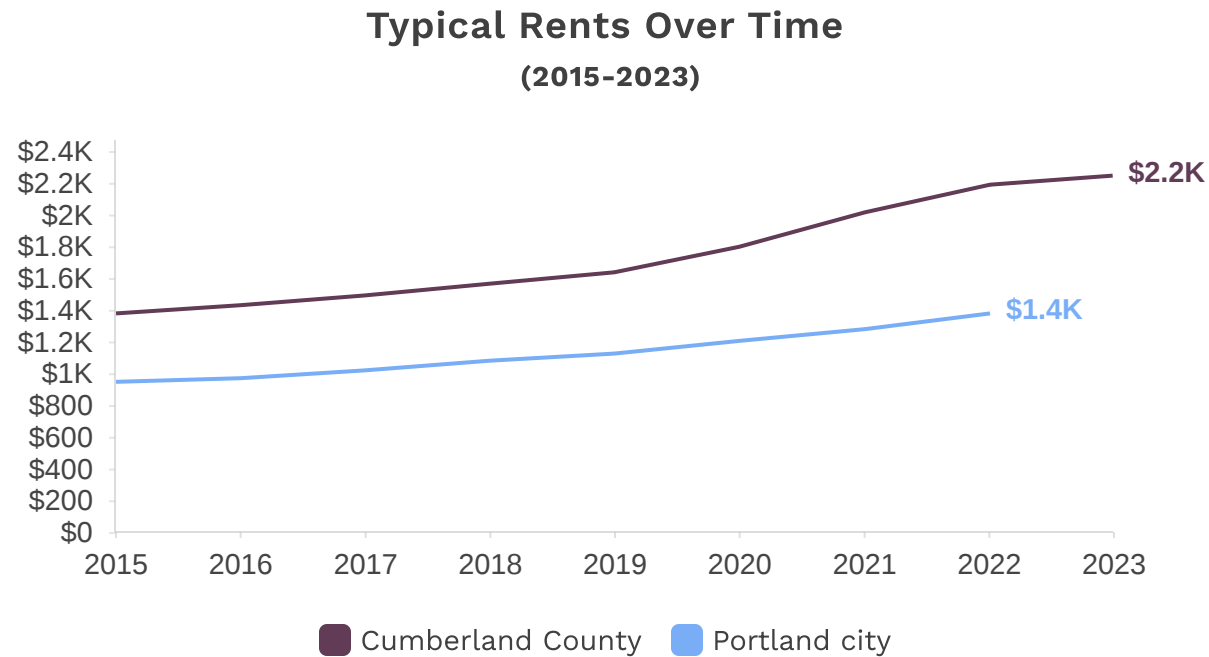


Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk, using the number of owner-occupied homes as weights. Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

Rents

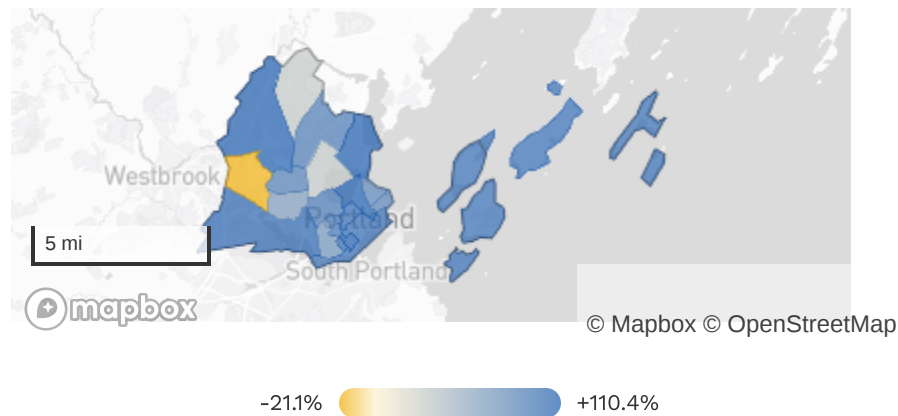
According to the ACS, the median gross rent in Portland city was \$1,377 in 2023. Rent increased by \$431 (45.6%) from 2015 to 2023.



Source: Depending on data availability, rent data comes from Zillow where available, or else from the American Community Survey (ACS).

Data for Portland city comes from the ACS. Data for Cumberland County comes from Zillow. Dollar values are nominal. Where shown, Zillow rents reflect December typical rent values only.

Change in Median Rents (2012-2022)



Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk, using the number of renter-occupied homes as weights. Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau, and HUD-USPS Census Tract Crosswalk File

Affordable Housing Supply

Portland city

Affordable Housing Introduction

Based on a decades-old [standard](#) set by Congress and implemented in U.S. Department of Housing and Urban Developing (HUD) programs, housing is considered affordable when housing and utility costs combined are less than 30% of a household's income.

Households that pay more than 30% of income towards these costs are considered “cost-burdened.” The more a household spends on housing costs, the less residual income it has available for other basic household needs such as food and childcare. Even in healthy housing markets, some households will require assistance to afford market-rate rents because they do not have incomes or their incomes are too low.

This section examines two different types of housing that can be considered affordable: deed-restricted affordable homes, many of which receive subsidy, and unrestricted affordable homes, which are often referred to as “Naturally Occurring Affordable Housing” or “NOAH.”

Area Median Income

AMI stands for Area Median Income, which is a measure of the median income of a specific geographic area (known as Fair Market Rent (FMR) Areas) calculated by HUD to determine eligibility for housing assistance programs. 100% AMI reflects the median income for a given household size.

HUD calculates AMI annually for each metropolitan area and non-metropolitan county in the United States. The calculation is based on the income levels of all households in the area, regardless of their tenure status (i.e., whether they own or rent their homes). The AMI for a specific area is then used as a benchmark for determining eligibility for various housing assistance programs.

This report displays 2022 AMI data to align with the latest demographic and housing unit data from the US Census Bureau, but additional years of data are available through [HUD](#).

Area Median Income by Household Size (2022)

AMI ▲	1	2	3	4	5	6
30% AMI	\$23,460	\$26,820	\$30,180	\$33,510	\$36,210	\$38,8...
50% AMI	\$39,100	\$44,700	\$50,300	\$55,850	\$60,350	\$64,8...
60% AMI	\$46,920	\$53,640	\$60,360	\$67,020	\$72,420	\$77,760
80% AMI	\$62,560	\$71,520	\$80,4...	\$89,360	\$96,560	\$103,6...
Area Median Income (100% AMI)	\$78,200	\$89,4...	\$100,...	\$111,700	\$120,7...	\$129,6...

Source: US Department of Housing and Urban Development (HUD)

Source Notes

Data shown for Portland city come from the Portland, ME HUD Metro FMR Area. Census geographies may not directly align with HUD FMR Areas. To find another HUD FMR Area, explore the [HUD FMR Areas map](#) and access AMI data for other HUD FMR Areas from [HUD's data portal](#).

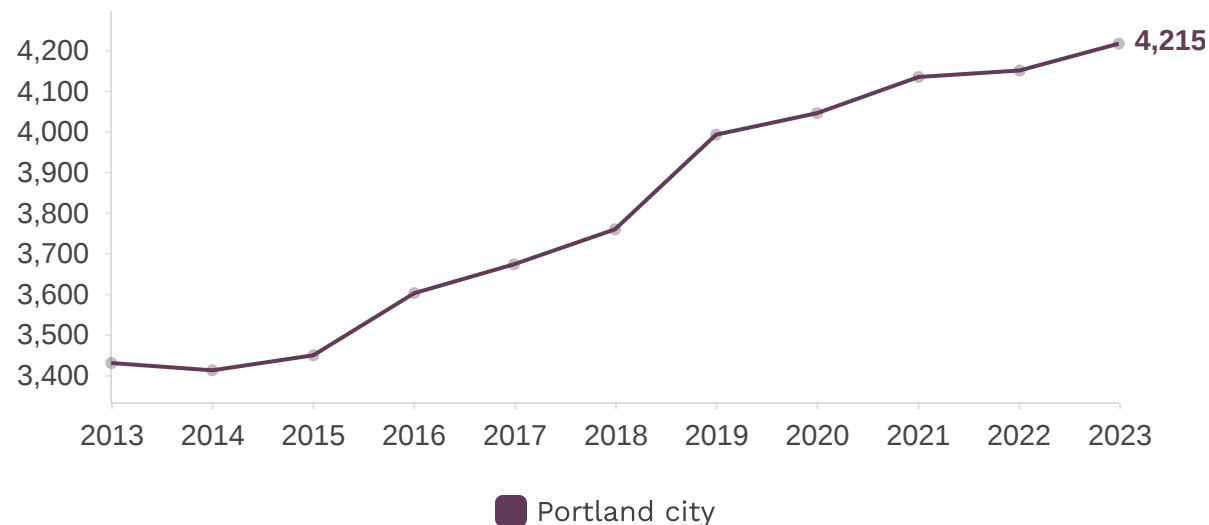
Source: US Department of Housing and Urban Development (HUD)

Deed-Restricted Affordable Homes

Deed-restricted homes commonly receive government subsidy to provide affordable rents and typically have some form of covenant that restricts rent growth. Throughout this report, “deed-restricted affordable housing” refers to state- and federally-assisted rental housing inventoried in the [National Housing Preservation Database \(NHPD\)](#). Deed-restricted homes that receive no public assistance, like some restricted by local statutes or in community land trusts, and those that only receive local government subsidy, such as New York City’s 421-a local tax incentive, are not captured in this dataset.

In Portland city in 2022, 47.4% of the rental homes affordable below 60% of AMI were deed-restricted affordable homes, compared to Cumberland County at 36.9%.

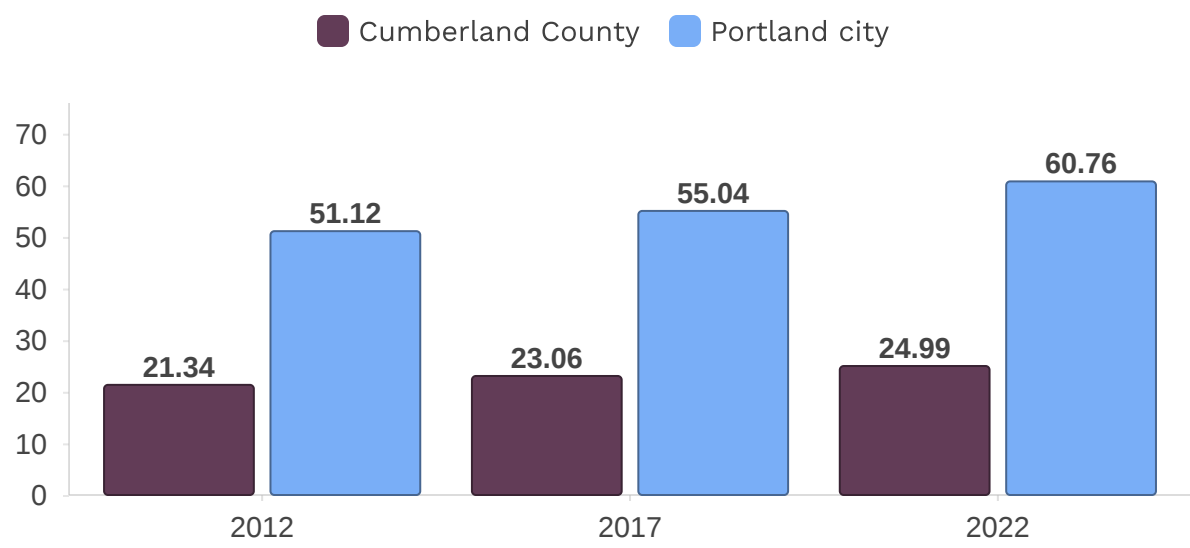
**Total Supply of Deed-Restricted Affordable Homes by Year
(2013-2023)**



Source: National Housing Preservation Database (NHPD)

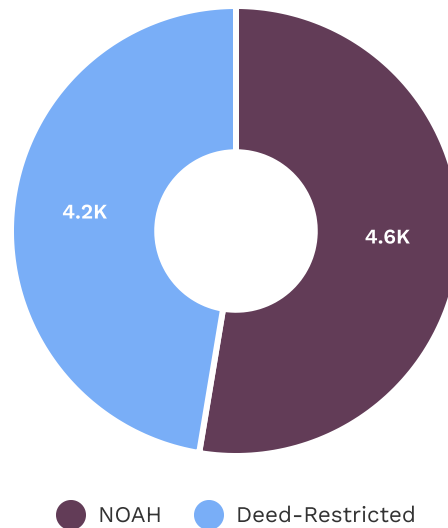
Note: Data reflect the total number of deed-restricted homes in each year with active or inconclusive subsidies based on the earliest start date and latest end date of each property's subsidies.

Deed-Restricted Affordable Homes per 1,000 Population



Source: National Housing Preservation Database (NHPD) and American Community Survey (ACS), US Census Bureau

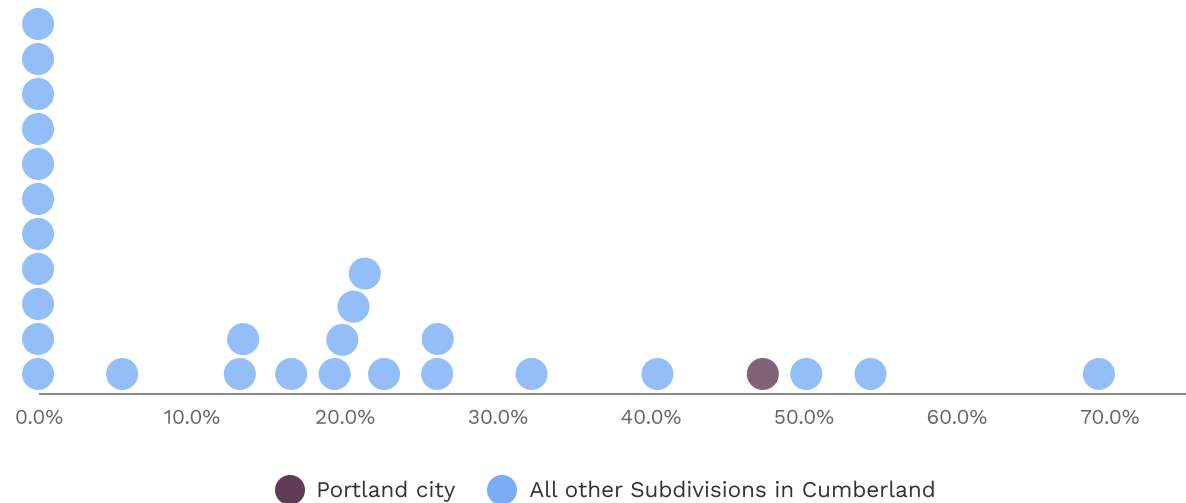
Rental Homes Affordable Under 60% AMI by Deed Restriction Status (2022)



Deed-restricted affordable homes include federally-assisted and some state-assisted homes only. Deed-restricted homes that receive no public assistance or only receive local government subsidy are not included in the deed-restricted category in this chart.

Source: HR&A analysis calculated using data from the American Community Survey (ACS); Public Use Microdata Sample (PUMS); and National Housing Preservation Database (NHPD).

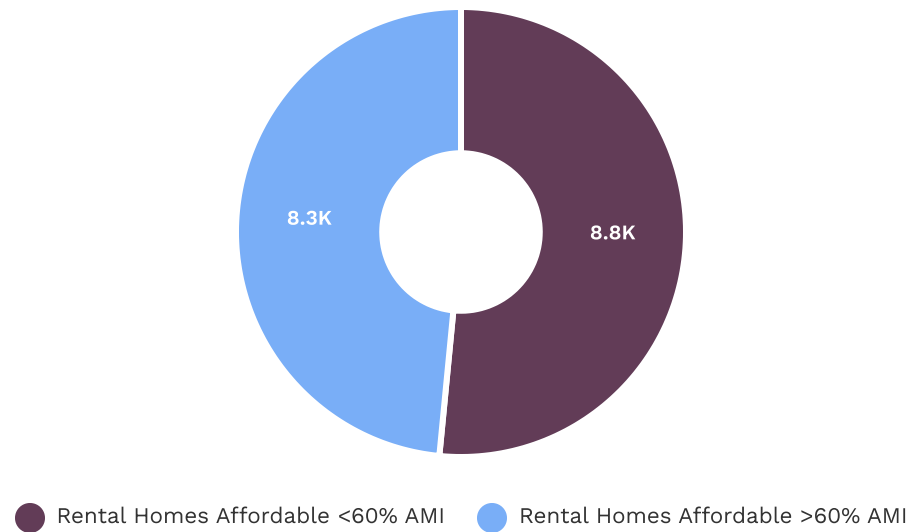
Share of Rental Homes Affordable <60% AMI That Are Deed-Restricted (2022)



Source: HR&A analysis calculated using data from the American Community Survey (ACS); Public Use Microdata Sample (PUMS); and National Housing Preservation Database (NHPD).

Affordable Homes

Share of All Rental Homes Affordable Under 60% AMI
(2022)

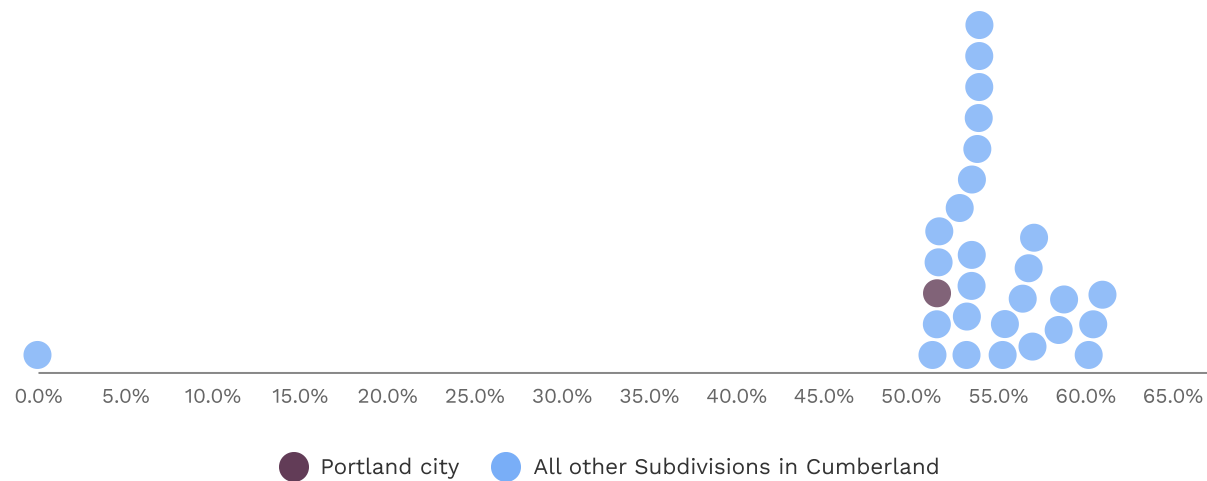


All rental homes includes all deed-restricted and unrestricted rental homes in the market.

Source: HR&A analysis calculated using data from the American Community Survey (ACS); Public Use Microdata Sample (PUMS); and National Housing Preservation Database (NHPD).

Regional Comparison

**Comparative Share of All Rental
Homes Affordable Under 60% AMI
(2022)**

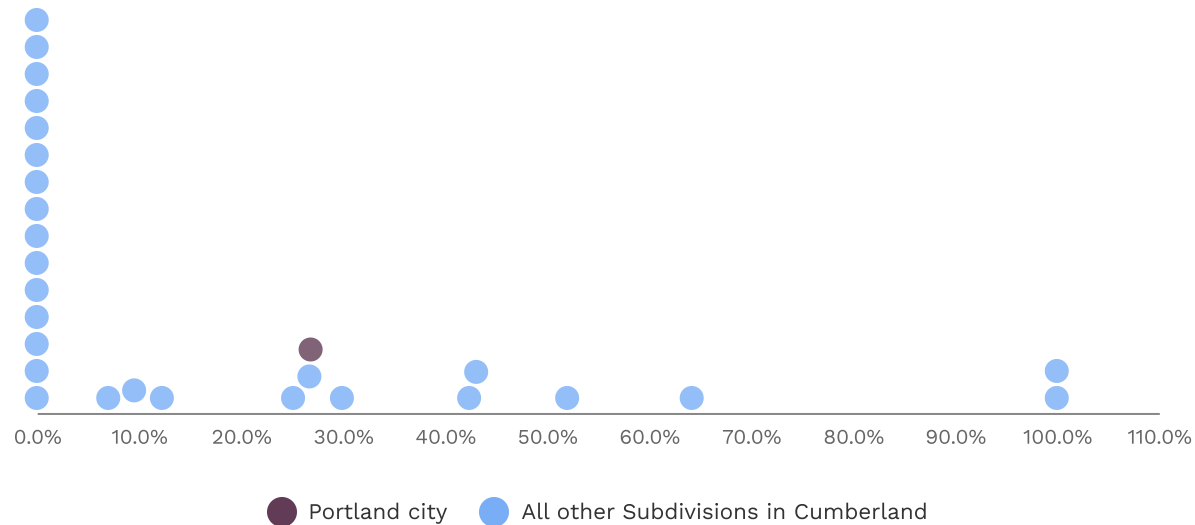


Source: HR&A analysis calculated using data from the American Community Survey (ACS); Public Use Microdata Sample (PUMS); and National Housing Preservation Database (NHPD).

Affordable Housing in Areas of Opportunity

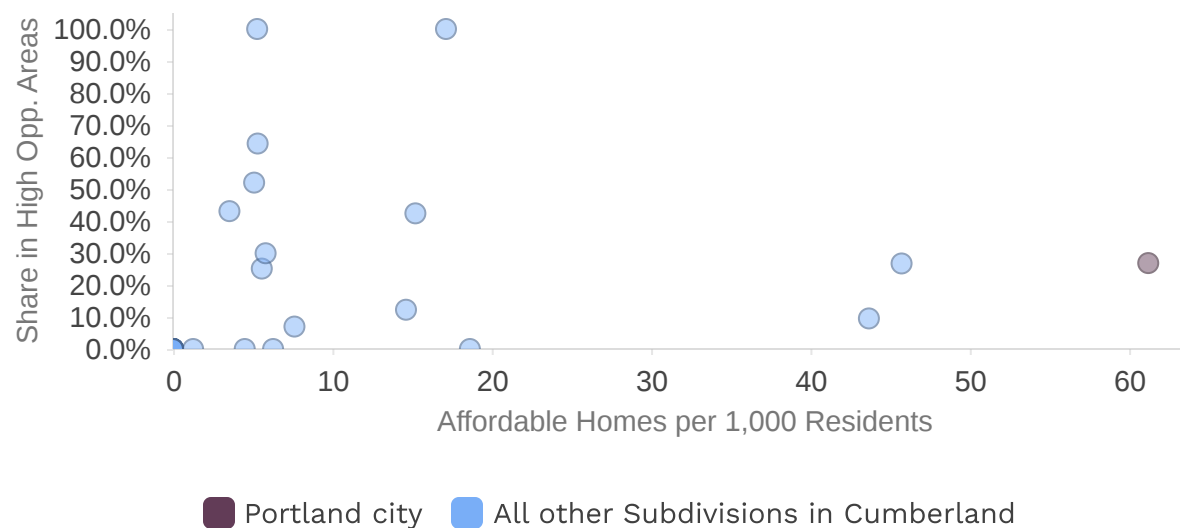
In 2022, 26.9% of the deed-restricted affordable housing stock in Portland city was located in high opportunity areas, which are defined here as properties in census tracts that had a higher median income than Portland city overall.

**Comparative Share of Affordable Housing
Properties Located in High Opportunity Areas
(2022)**



Source: National Housing Preservation Database (NHPD) and American Community Survey (ACS), US Census Bureau

Affordable Homes per Capita Compared to the Share in High Opportunity Areas (2022)



Source: National Housing Preservation Database (NHPD) and American Community Survey (ACS), US Census Bureau



Renter Housing Needs

Portland city

Renter Housing Needs

This section focuses on the housing needs of renters. Information about renter housing needs should be used to inform and shape policies and initiatives that address affordability, accessibility, and quality in the housing market.

Area Median Income

AMI stands for Area Median Income, which is a measure of the median income of a specific geographic area (known as Fair Market Rent (FMR) Areas) calculated by HUD to determine eligibility for housing assistance programs. 100% AMI reflects the median income for a given household size.

HUD calculates AMI annually for each metropolitan area and non-metropolitan county in the United States. The calculation is based on the income levels of all households in the area, regardless of their tenure status (i.e., whether they own or rent their homes). The AMI for a specific area is then used as a benchmark for determining eligibility for various housing assistance programs.

This report displays 2022 AMI data to align with the latest demographic and housing unit data from the US Census Bureau, but additional years of data are available through [HUD](#).

Area Median Income by Household Size (2022)

AMI ▲	1	2	3	4	5	6
30% AMI	\$23,460	\$26,820	\$30,180	\$33,510	\$36,210	\$38,8...
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Area Median Income (100% AMI)	\$78,200	\$89,4...	\$100,...	\$111,700	\$120,7...	\$129,6...

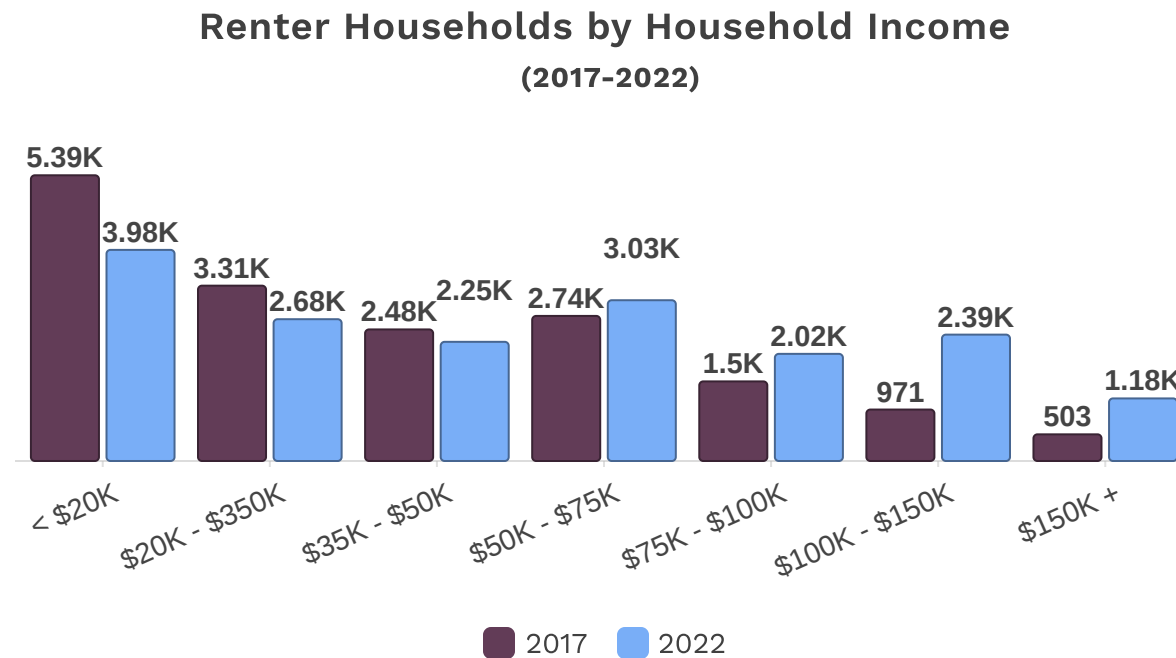
Source: US Department of Housing and Urban Development (HUD)

Source Notes

Data shown for Portland city come from the Portland, ME HUD Metro FMR Area. Census geographies may not directly align with HUD FMR Areas. To find another HUD FMR Area, explore the [HUD FMR Areas map](#) and access AMI data for other HUD FMR Areas from [HUD's data portal](#).

Source: US Department of Housing and Urban Development (HUD)

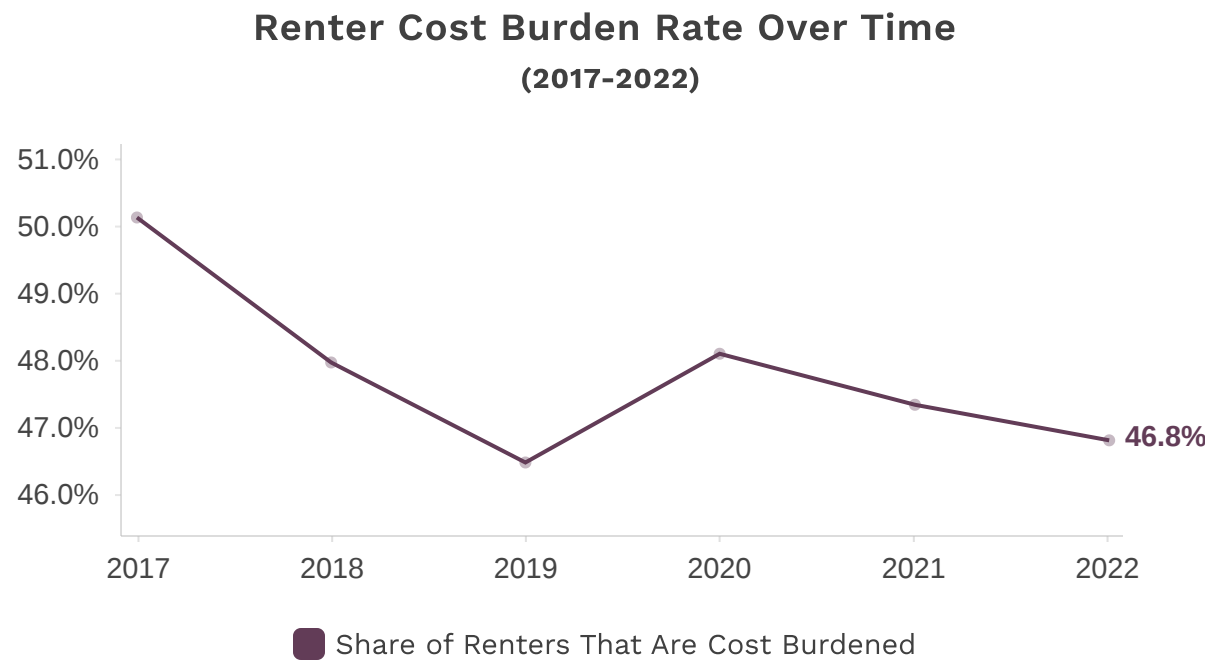
Renter Households by AMI and Income



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

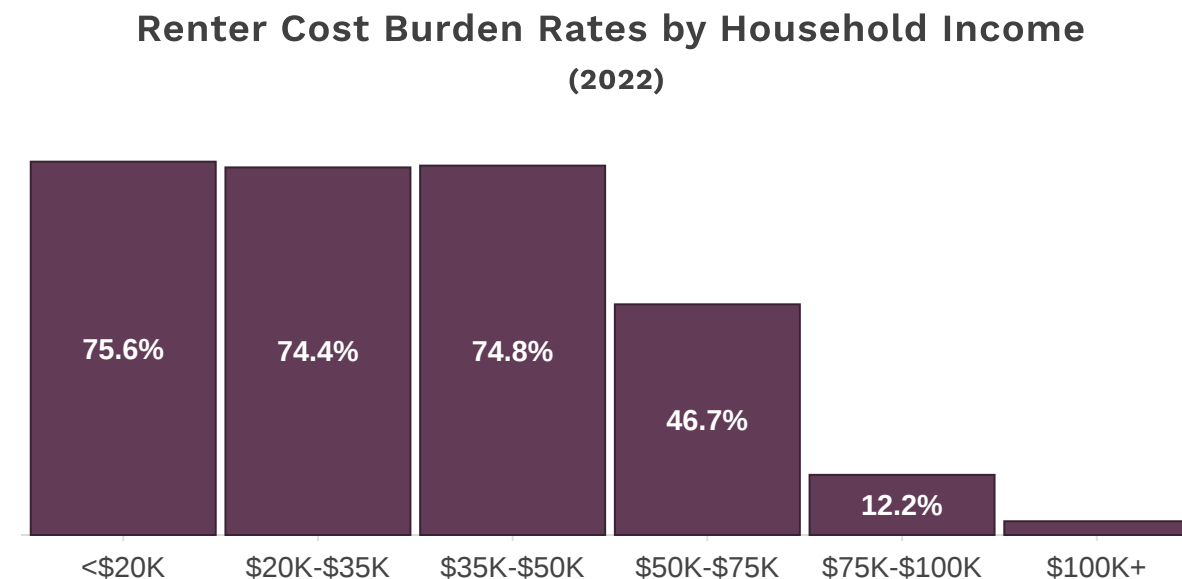
Renter Cost Burden



Source: American Community Survey (ACS), US Census Bureau

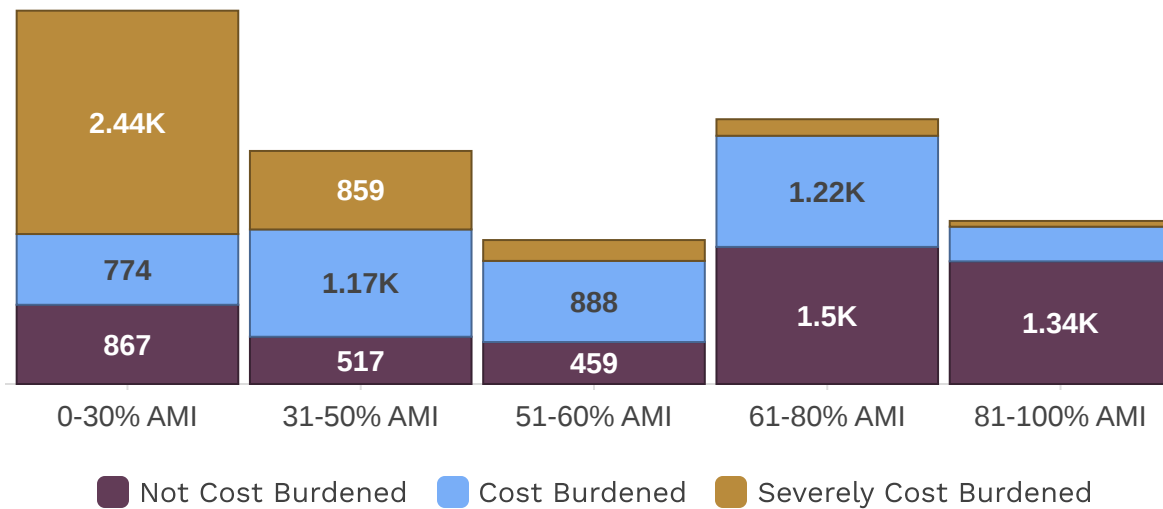
Renter Cost Burden by Income

In 2022, 27.4% of renters in Portland city spent 30-50% of their income on housing (cost burdened), while 22.1% of renters spent more than 50% of their income on housing (severely cost burdened), for a total of 49.5% of all renters.



Source: American Community Survey (ACS)

Renter Cost Burden Rates by AMI (2022)



Source: HR&A analysis calculated using data from the Public Use Microdata Sample (PUMS) and American Community Survey (ACS), US Census Bureau, and from the Multifamily Tax Subsidy Projects (MTSP) Income Limits, US Department of Housing and Urban Development (HUD).

Renter Cost Burden by Cohort

Housing cost burden can sometimes fall disproportionately on specific demographic groups and vulnerable populations, like single parent households or seniors.

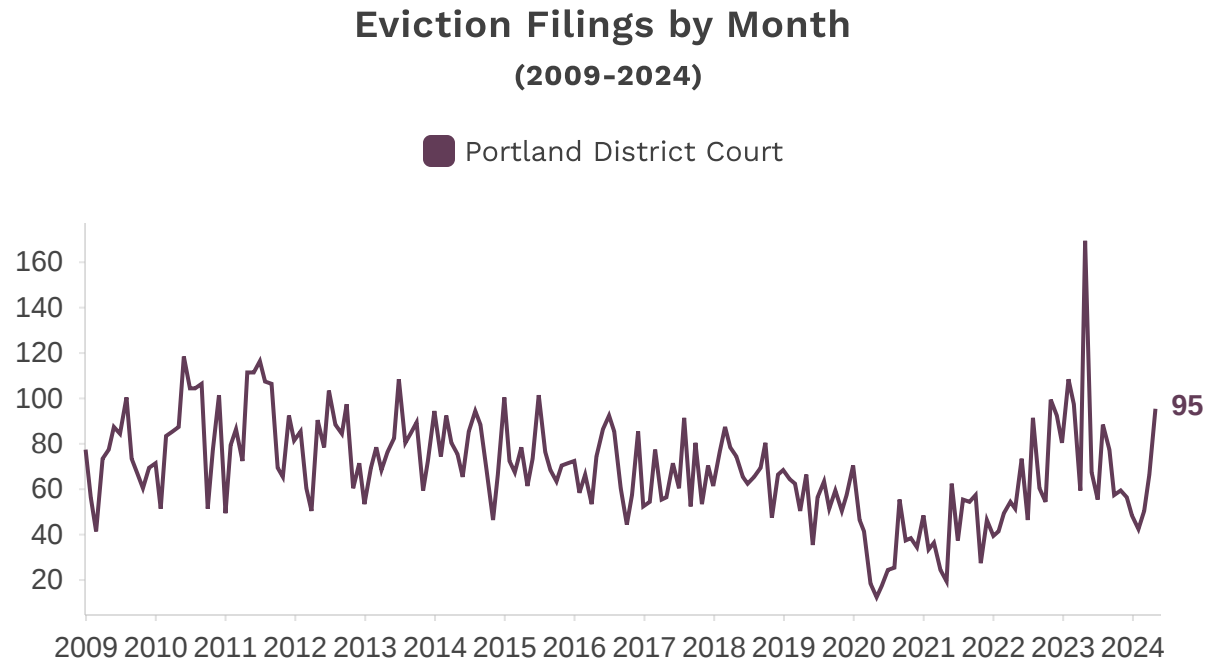
Renter Cost Burden Rates by Cohort (2022)

Cohort	Portland city ▲
Households of Other Races	43.4%
Households with Children	46.4%
All Renter Households	46.8%
Hispanic/Latino Households	47.9%
White Households	47.9%
Senior Households	54.7%
Black Households	64.3%
Asian Households	69.0%
Single-Parent Households	71.8%

Source: Public Use Microdata Sample (PUMS) and American Community Survey (ACS), US Census Bureau

Eviction Filings

In May 2024, 95 eviction cases were filed in Portland District Court.



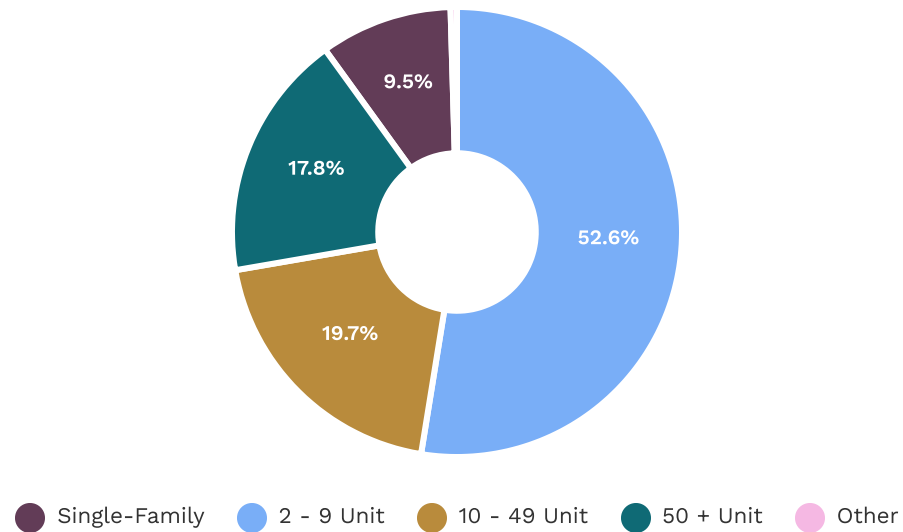
Source: State of Maine Judicial Branch

Data for the State of Maine and its counties includes all eviction cases filed within those jurisdictions. For municipalities, the data reflects eviction filings at the district court serving that municipality, not specific to the municipality itself. Note that where district courts have consolidated, historical data is shown for the individual courts before the mergers.

Rented Homes by Building Typology

There were 17,531 homes occupied by renters in Portland city in 2022.

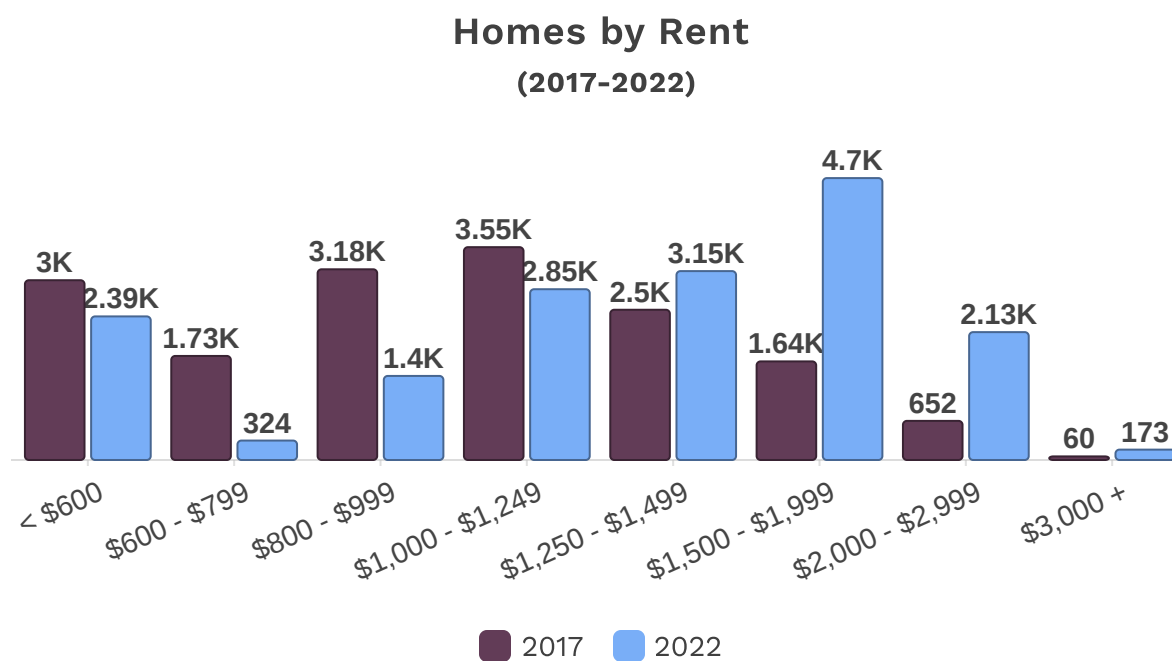
Rented Homes by Building Typology
(2022)



Source: American Community Survey (ACS), US Census Bureau

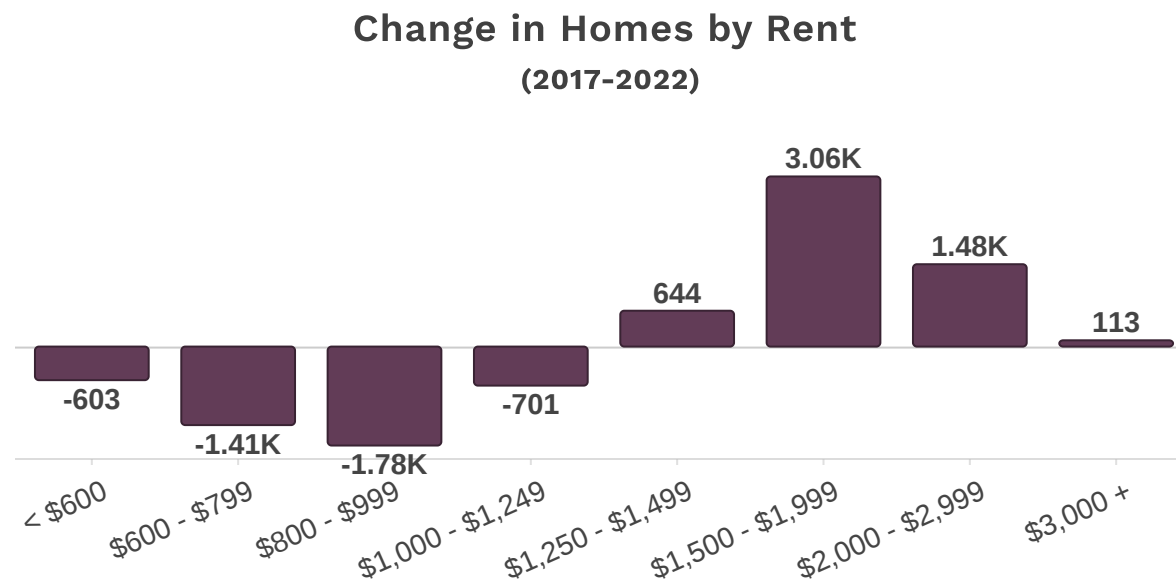
Homes by Rent

Between 2017 to 2022, the number of homes with rents below \$600 and between \$600-\$799 changed by -20.1% and -81.3% respectively.



Source: American Community Survey (ACS), US Census Bureau

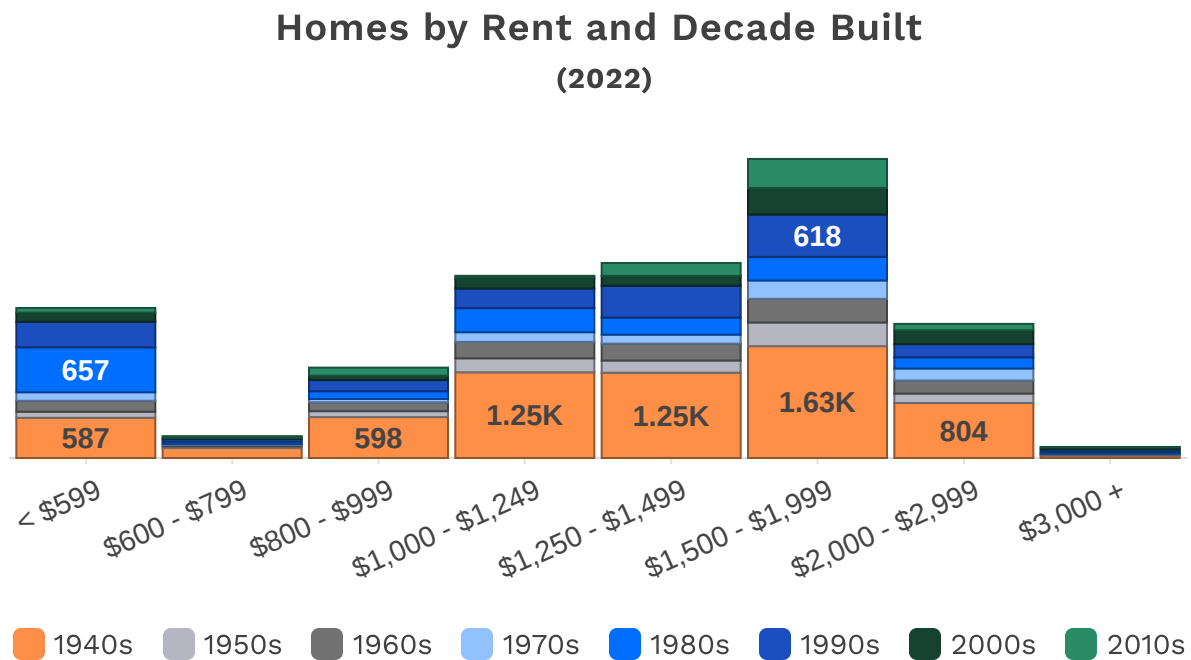
Dollar values are nominal.



Source: American Community Survey (ACS), US Census Bureau

Dollar values are nominal.

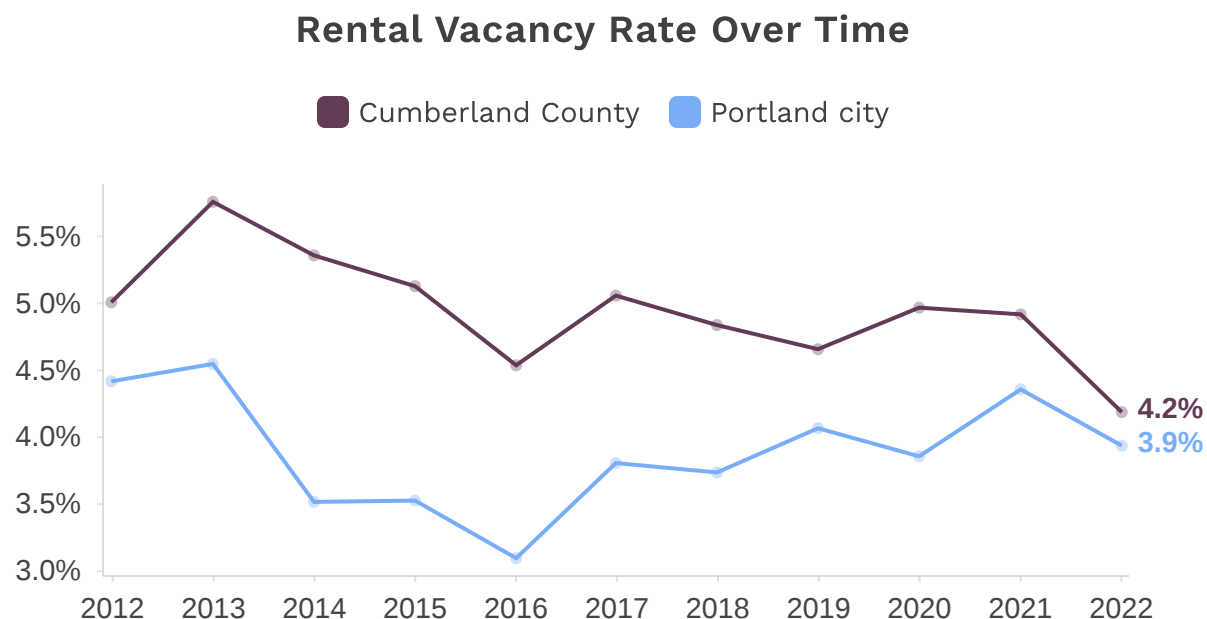
Homes by Rent and Decade Built



Source: Public Use Microdata Sample (PUMS), US Census Bureau

Rental Vacancy Rate

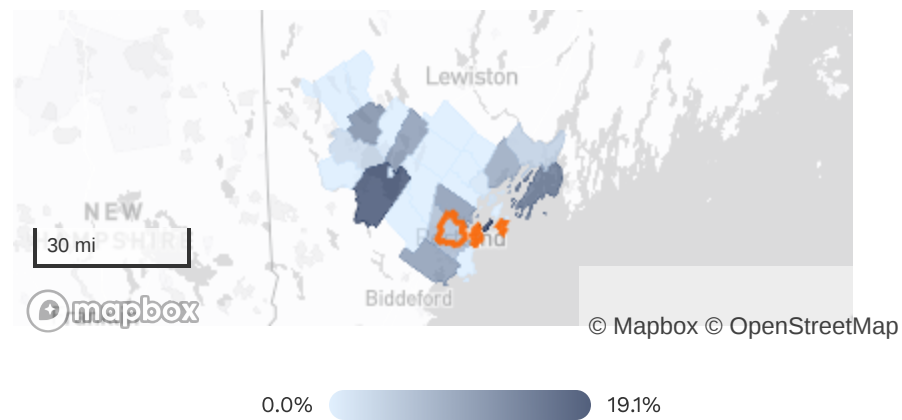
The rental vacancy rate measures the share of all rental housing that is vacant for rent and indicates the availability of rental housing for someone moving homes or moving into the community. In 2022, 3.9% of all rental homes in Portland city were vacant for rent. This reflects a tightening in the rental housing market relative to 2012 when the rental vacancy rate was 4.4%.



Source: American Community Survey (ACS), US Census Bureau

The rental vacancy rate is calculated as homes that are vacant for rent as a percentage of renter-occupied homes, vacant for rent homes, and homes that are vacant and rented but not yet occupied.

Regional Rental Vacancy Rate Comparison (2022)



Source: American Community Survey (ACS), US Census Bureau

Homeowner Housing Needs

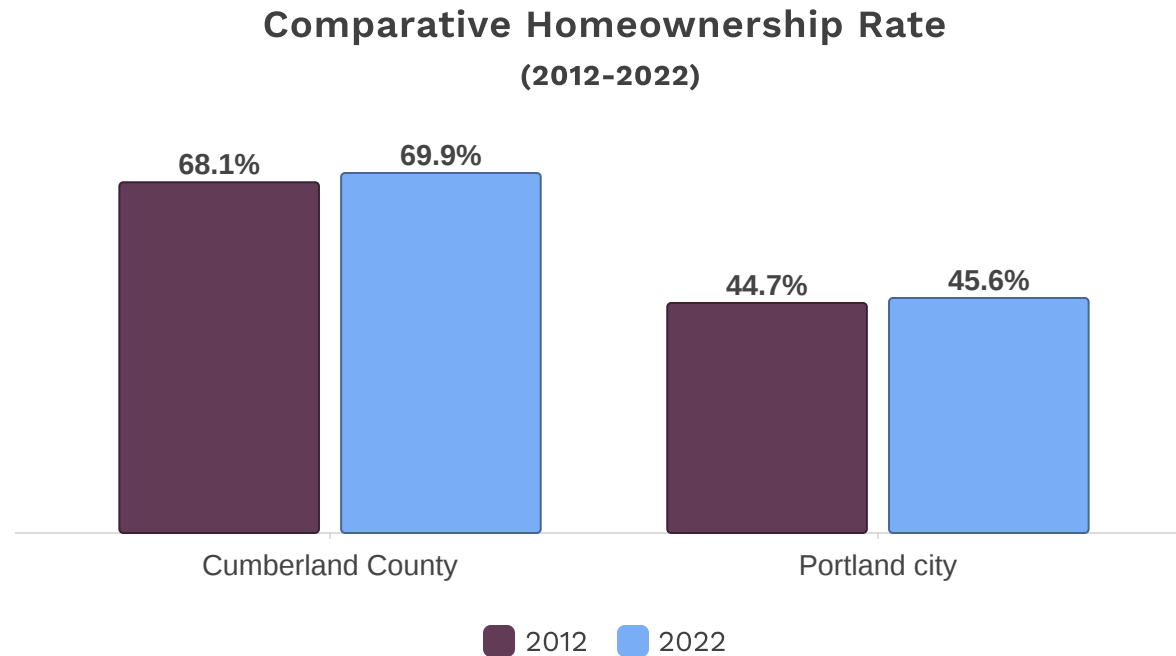
Portland city

Homeowner Housing Needs

Access to homeownership enables households to build assets and housing stability. Homeownership is the largest source of wealth for households in America and disparate access to homeownership and support to sustain ownership contributes to inequality. Barriers to access could include high home prices and a lack of "entry-level" homes; a lack of assets for a down payment; competition from investor-owners, and inequitable access to mortgage loans. Barriers to sustaining ownership include the inability to maintain and repair a home as you age, access to home equity financing and rising property taxes. Tools to expand access to homeownership focus on increasing the supply of entry-level homes and removing structural barriers to ownership.

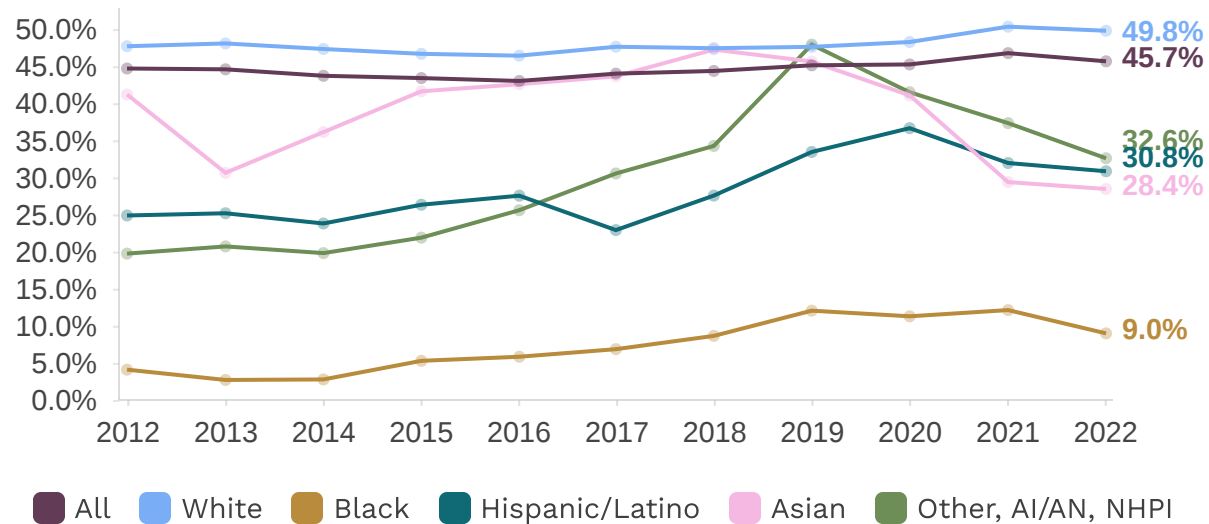
Homeownership Rate

Between 2012 and 2022, the rate of homeownership in Portland city increased by 2.2%. In Cumberland County, the homeownership rate rose by 2.6%. For Black households in Portland city, homeownership rates were -40.8% less than white households in 2022.



Source: American Community Survey (ACS), US Census Bureau

Homeownership Rate by Race and Ethnicity (2012-2022)

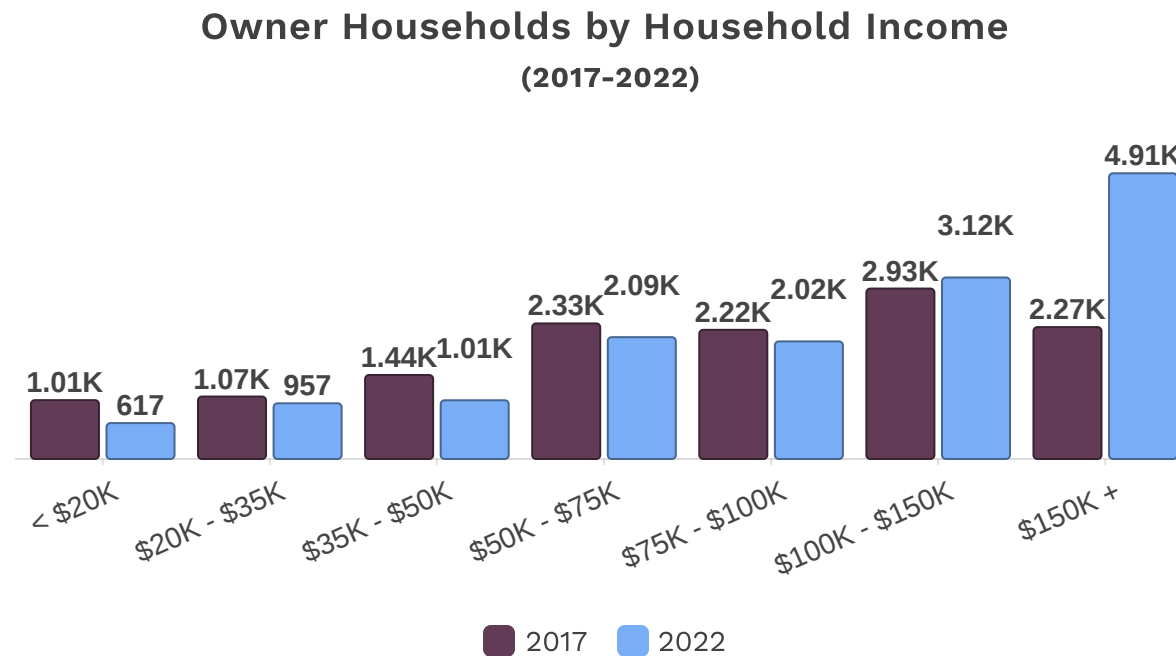


Source: American Community Survey (ACS), US Census Bureau

White refers to non-Hispanic White heads of household only. Hispanic/Latino refers to those of any race whose ethnicity is Hispanic or Latino. All other groups include both Hispanic and non-Hispanic individuals. AI/AN - American Indian or Alaska Native; NHPI - Native Hawaiian or Pacific Islander; Other - Some Other Race and Two or More Races.

Homeowners by Household Income

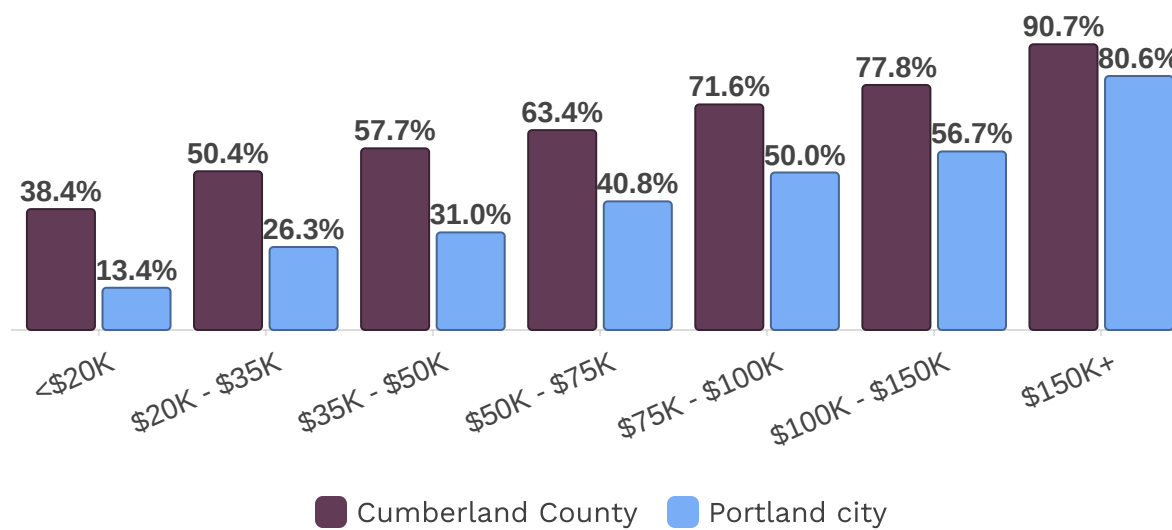
Households making more than \$150K had the highest rates of homeownership in Portland city in 2022 at 33.3%. For households making \$35K - 50K, the homeownership rate was 6.8% and has decreased from 12.6% in 2012.



Source: American Community Survey (ACS), US Census Bureau

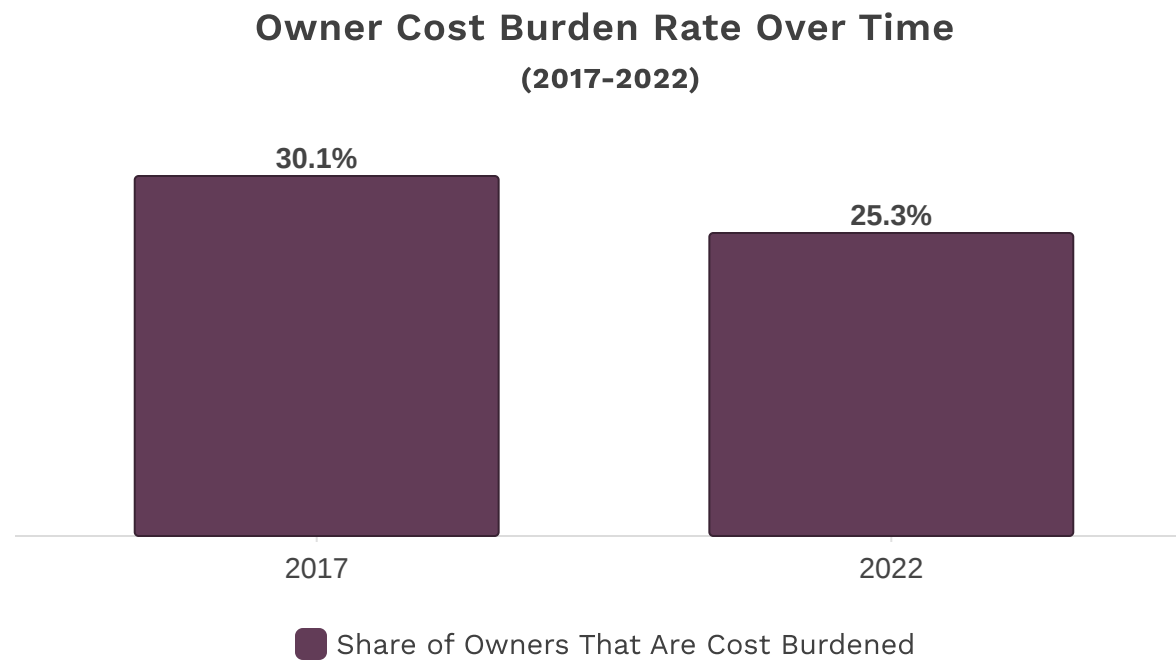
Dollar values are nominal.

Comparative Homeownership Rate by Household Income (2022)



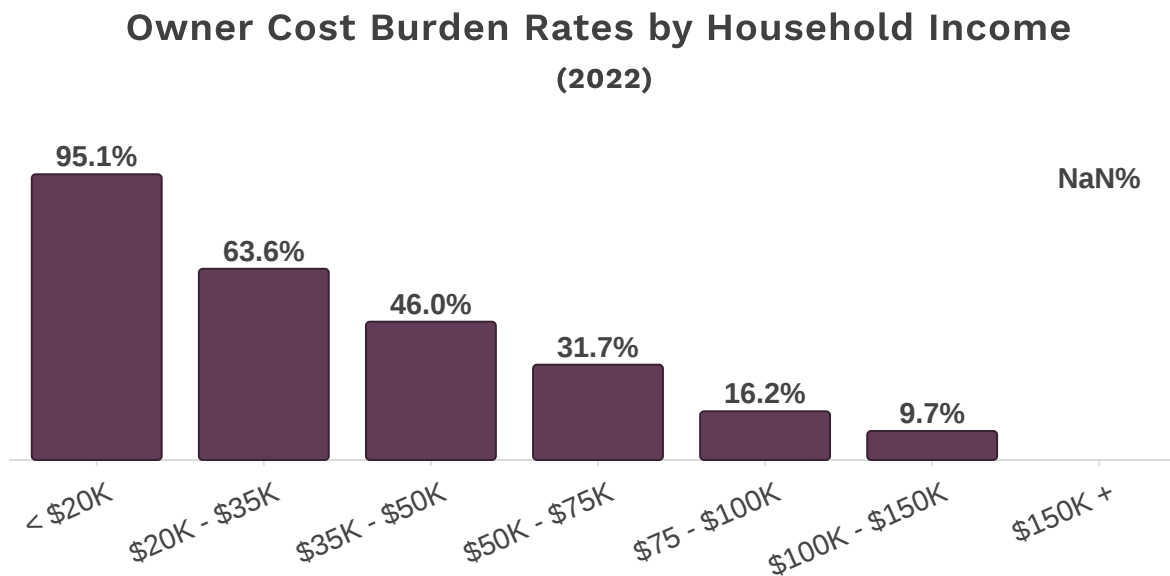
Source: American Community Survey (ACS), US Census Bureau

Owner Cost Burden



Source: American Community Survey (ACS), US Census Bureau

Owner Cost Burden by Income



Source: Public Use Microdata Sample (PUMS), US Census Bureau

Owner Cost Burden by Cohort

Housing cost burden can sometimes fall disproportionately on specific demographic groups and vulnerable populations, like single parent households or seniors.

Owner Cost Burden Rates by Cohort (2022)

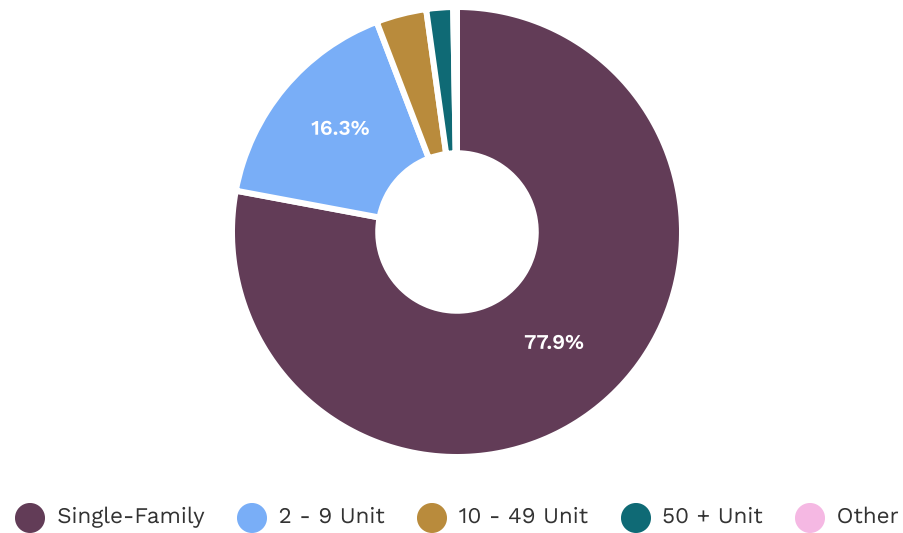
Cohort	Portland city ▲
Households with Children	17.3%
White Households	21.6%
All Owner Households	25.3%
Households of Other Races	26.3%
Hispanic/Latino Households	26.8%
Senior Households	27.8%
Black Households	35.8%
Asian Households	37.3%
Single-Parent Households	56.5%

Source: Public Use Microdata Sample (PUMS), US Census Bureau

Owned Homes by Building Typology

There were 14,722 homes occupied by owners in Portland city in 2022.

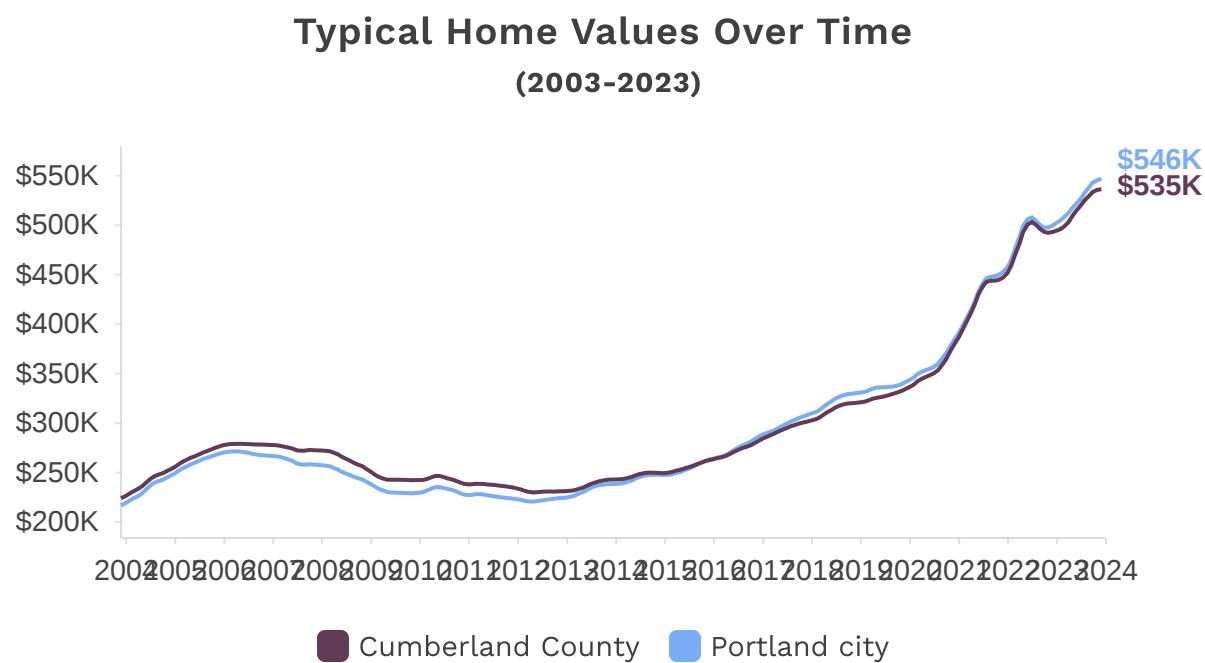
Owned Homes by Building Typology
(2022)



Source: American Community Survey (ACS), US Census Bureau

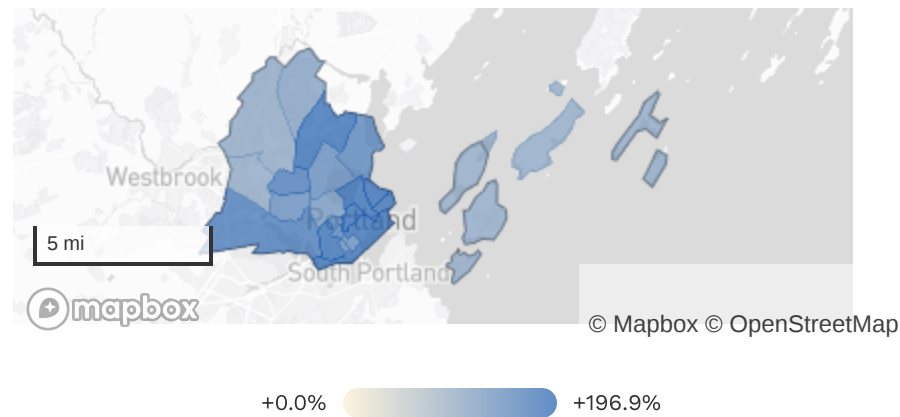
Home Values

Home values in Portland city increased by 144.1% from 2013 to 2023, compared to home values across Cumberland County, which increased by 132.5%.



Source: Zillow Research, Zillow Home Value Index, All Homes Time Series

Change in Median Home Values (2012-2022)



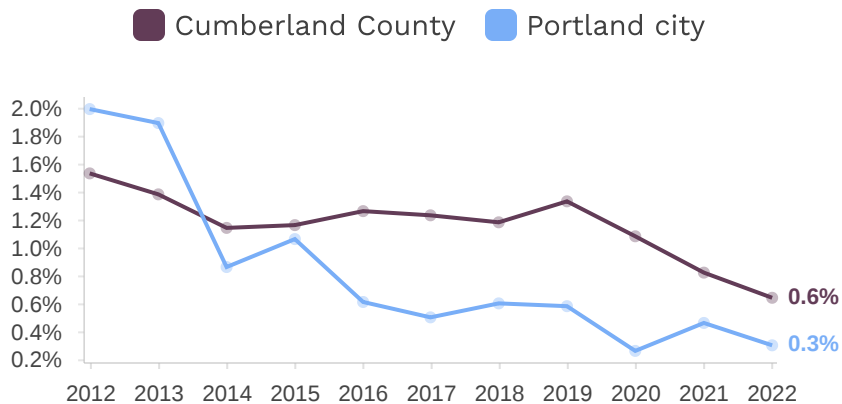
Where shown, pre-2020 tract-level data has been mapped onto 2020 vintage census tracts using a tract-to-tract crosswalk, using the number of owner-occupied homes as weights. Dollar values are nominal.

Source: American Community Survey (ACS), US Census Bureau

Homeowner Vacancy Rate

The homeowner vacancy rate measures the share of all homeowner housing that is vacant for sale and indicates the availability of housing for prospective homebuyers. In 2022, 0.3% of all owned homes in Portland city were vacant for sale. This reflects a tightening in the housing market relative to 2012 when the homeowner vacancy rate was 2.0%.

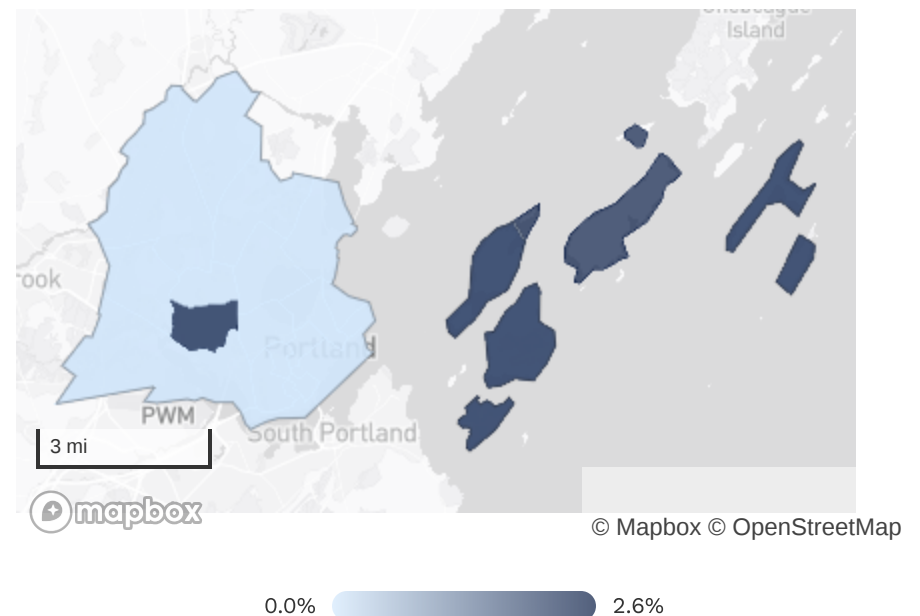
Homeowner Vacancy Rate Over Time



Source: American Community Survey (ACS), US Census Bureau

The homeowner vacancy rate is calculated as homes that are vacant for sale as a percentage of owner-occupied homes, vacant for sale homes, and homes that are vacant and sold but not yet occupied.

Homeowner Vacancy Rate (2022) (2022)



Source: American Community Survey (ACS), US Census Bureau



Sources

Portland city

Sources

This housing needs assessment uses data from:

American Community Survey (ACS), 5-Year Estimates, U.S. Census Bureau.

The American Community Survey (ACS) produces a wide range of demographic, socioeconomic, and housing data at many geographic levels, including down to the local level. The U.S. Census Bureau administers the ACS to about 3% of all U.S. households every year and uses this sample to make estimates nationwide. ACS 5-year estimates represent data collected over five years, denoted by the last year in that period. With more years of data, the 5-year estimates provide a more detailed and reliable picture of the population than the 1-year estimates but include less recent data. The breadth of available data makes the ACS a useful resource for policymakers and researchers seeking to understand population characteristics and housing supply. Data are currently available through 2022. HR&A accesses ACS data from the U.S. Census Bureau's ACS application programming interface (API).

Building Permits Survey (BPS), U.S. Census Bureau.

The Building Permits Survey (BPS) provides monthly data on new permits for residential construction. The U.S. Census Bureau collects voluntary monthly data from the jurisdictions that issue 99% of permits, imputes monthly data for the remaining permit-issuing jurisdictions based on their annual data submissions, and seasonally adjusts the final reported data. BPS data is used to analyze trends in construction activity, which can provide insights into economic growth, urban development, and housing market dynamics. For the most accurate building permits data, refer to local data sources. Data are currently available through 2024. HR&A accesses BPS data from the U.S. Census Bureau's BPS website.

Current Population Survey (CPS), U.S. Census Bureau and U.S. Bureau of Labor Statistics (BLS).

The Current Population Survey (CPS) measures national employment and unemployment. Through a joint sponsorship, the U.S. Census Bureau and Bureau of Labor Statistics (BLS) produce this data on a monthly basis. The CPS's labor force statistics shed light on national economic trends. Data are currently available through 2024. HR&A accesses CPS data from the BLS's CPS website.

Decennial Census of Population and Housing, U.S. Census Bureau.

The Decennial Census is a comprehensive population count carried out by the U.S. Census Bureau every ten years as required by the U.S. Constitution. In addition to counting U.S. residents, the census also collects demographic data on every individual living in the country, including age, race, gender, and household information. The data gathered influences political representation, allocation of resources, and decision-making at various levels of government. Data are currently available through 2020. HR&A accesses Decennial Census data from the U.S. Census Bureau's Decennial Census API.

LEHD Origin-Destination Employment Statistics (LODES), U.S. Census Bureau.

Under the Local Employment Dynamic (LED) data partnership, the U.S. Census Bureau combines detailed, longitudinal, geographic data about employers and employees from several federal and state data sources. Once combined, the resulting Longitudinal Employer-Household Dynamics (LEHD) data are used to produce the LEHD Origin-Destination Employment Statistics (LODES). LEHD data are particularly useful for analyzing labor market dynamics across space and time. By mapping the data, policymakers and researchers can visualize geographic concentrations of employment and identify commuting patterns. This spatial analysis helps in understanding workforce movements, urban development, and the impact of economic policies on local and regional labor markets. Data are currently available through 2021. HR&A access LODES data from the U.S. Census Bureau's LODES website.

Local Area Unemployment Statistics (LAUS), U.S. Bureau of Labor Statistics (BLS).

The U.S. Bureau of Labor Statistics (BLS) calculates Local Area Unemployment Statistics (LAUS) monthly to help policymakers and researchers track employment and unemployment at local levels. LAUS estimates are produced based on data from the American Community Survey (ACS), the Current Population Survey (CPS), the Current Employment Statistics (CES) survey, and state unemployment insurance (UI) data systems. Data are currently available through 2024. HR&A accesses LAUS data from the BLS's LAUS website.

Multifamily Tax Subsidy Projects (MTSP) Income Limits, U.S. Department of Housing and Urban Development (HUD).

The Multifamily Tax Subsidy Projects (MTSP) Income Limits set the maximum incomes for households to qualify for affordable housing funded by the Low-Income Housing Tax Credit (LIHTC) and tax-exempt bonds. Federal mandates require the U.S. Department of Housing and Urban Development (HUD) to update income limits annually based on the median family income for households of different sizes in each HUD Fair Market Rent (FMR) Area across the country. HUD's income limits are critical for understanding the supply of, need for, and development of affordable housing. Data are currently available through 2023. HR&A accesses MTSP Income Limits from the HUD website.

National Housing Preservation Database (NHPD), Public and Affordable Housing Research Corporation (PAHRC) and National Low Income Housing Coalition (NLIHC).

The National Housing Preservation Database (NHPD) compiles data on federally assisted—and some state-assisted—rental housing properties in the United States. As a longitudinal and deduplicated database, NHPD data tracks the supply of affordable housing over time, including each property’s location, funding source(s), and physical conditions. NHPD sheds light on potential affordability expirations, helping policymakers and researchers identify affordable housing in need of preservation. Data are currently available through 2024. HR&A accesses NHPD data from the NHPD website.

Occupational Employment and Wage Statistics (OEWS), U.S. Bureau of Labor Statistics (BLS).

The Occupational Employment and Wage Statistics (OEWS) provide employment and income data for each occupation at a variety of geographic levels. Based on its annual survey of employers and federal-state cooperation for data collection, the U.S. Bureau of Labor Statistics (BLS) calculates OEWS estimates each year. OEWS data inform policymakers and researchers about labor market conditions, employment, and wages in different jobs across the country. Data are currently available through 2022 . HR&A accesses OEWS data from the BLS’s OEWS website.

Population Level Analysis and Community Estimates (PLACES), U.S. Centers for Disease Control and Prevention (CDC).

The Population Level Analysis and Community Estimates (PLACES) dataset provides small area estimates for chronic health conditions and their risk factors. PLACES data are derived from the Behavioral Risk Factor Surveillance System (BRFSS), which incorporates data from ongoing telephone surveys administered by the U.S. Centers for Disease Control and Prevention (CDC) in partnership with state health departments. Data are currently available through 2021. HR&A accesses PLACES data from the CDC’s PLACES website.

Public Use Microdata Sample (PUMS), 5-Year Estimates, U.S. Census Bureau.

The Public Use Microdata Sample (PUMS) is a subset of data from the U.S. Census Bureau’s American Community Survey (ACS). Instead of the ACS’s data which are pre-tabulated at the geography level, PUMS data are anonymized and published at the individual and housing unit levels. PUMS allows researchers to access detailed demographic, economic, and housing data for customized analyses while protecting respondents' privacy. Data are currently available through 2022. HR&A accesses PUMS data from the Census Bureau’s PUMS API.

Statistics of Income (SOI) Migration Data, Internal Revenue Service (IRS).

By linking individual income tax returns filed over time, the Internal Revenue Service (IRS) identifies address changes from the prior year. The Statistics of Income (SOI) Migration Data counts these residential moves as inflows and outflows from county-to-county and state-to-state, breaking down counts by individuals and households and providing the total adjusted gross income for movers to and from each geography. SOI Migration Data are perhaps the best publicly available data source tracking internal

migration within the United States. Data are currently available through 2021. HR&A accesses the SOI Migration Data from the IRS website.

Zillow Housing Data, Zillow Research.

Zillow Research is a division of the online real estate marketplace Zillow that focuses on conducting and publishing housing market indexes, analyses, and reports. Zillow’s data covers various aspects of the housing market, such as home values, rent prices, for-sale listings, and market predictions, using data collected from their platform and other sources. Data are currently available through 2024. HR&A accesses Zillow Research’s Housing Data from the Zillow website.

City of Portland | Office of the Mayor and City Council
Kate Sykes, Councilor (District 5)



To: Mark Dion Mayor and City Councilors
From: Kate Sykes, Councilor
Date: July 12, 2024
Re: Orders 26-24/25 and 25-24/25

Mayor Dion and Councilors:

The question of raising the minimum wage in Portland was put to voters by citizen referendum in 2022, paired with a question to eliminate the sub minimum wage. “An Act to Increase the Minimum Wage,” Sponsored by Councilors Phillips, Trevorrow, and Sykes and “An Act to Eliminate Portland’s Sub-Minimum Wage For Service Employees” sponsored by Councilors Pelletier, Trevorrow, and Sykes have been drafted to address a number concerns raised by opponents of those measures, and will give voters a chance to consider each one separately.

Why raise the minimum wage in Portland?

A minimum wage worker in Portland currently makes less than \$31,200 a year. That is less than half the median income in Portland. In 2022, the Maine Center for Economic Policy published an analysis of the likely impacts of an increase to the minimum wage in Portland to \$18 an hour by 2025. It found that 17,800 private sector workers would be positively impacted and 4,800 would be indirectly impacted as employers voluntarily raise wages to remain competitive with the new minimum wage. Two thirds of those workers were estimated to be women. Additionally, 39 percent of Latinx workers, 56 percent of Black workers, 51 percent of Asian workers, and 51 percent of Indigenous workers in Portland were projected to see wage increases. It also found that three quarters of workers with less than a high school education would see a wage increase, as well as almost half of those with some college credits but no degree. Raising the minimum wage to \$20 an hour by 2028, will likely extend the impacts to our lowest income workers.

Raising the minimum wage puts more money in the pockets of those who need it most, and it’s also one of the most effective tools we have at our disposal for confronting and reversing the affordable housing crisis. Right now, almost half of Portland renters are housing cost burdened, which means they pay over 30% of their income just to avoid homelessness. (See page 87 of the Maine Housing Data Portal Report, “Housing Needs Assessment – Portland

City”). The overwhelming majority of workers making under \$20 an hour in Portland are renters. Raising the minimum wage and eliminating the subminimum wage will make housing more affordable for tens of thousands of people.

Why eliminate the sub-minimum wage for service workers in Portland?

The wages of tipped workers typically fall in the bottom quartile of all U.S. wage earners, even after accounting for tips. Tipped workers are more likely to live in poverty and rely on public benefits than non-tipped workers, and the subminimum wage exacerbates the economic impacts of racism by contributing to a larger poverty gap between white service workers and service workers of color. Women, who make up 70% of tipped labor in Portland, frequently report being sexually harassed, often by the very same customers whose tips they depend on for income. In 2020, Maine eliminated the subminimum wage for disabled workers, but tipped workers still suffer under this inequitable law. It’s time that Portland leads the way in demanding one fair minimum wage for all workers.

In 2022, the Maine Center for Economic Policy published an analysis of the likely impacts of phasing out the tipped minimum wage by 2025. It estimated that eliminating the sub-minimum wage for service employees would positively impact 1500 workers in Portland.

Further, the report noted that “customers in states without a tipped minimum wage still leave tips at similar frequencies and amounts to those in other states. As a result, workers earning the full minimum wage plus tips are better off than those earning a lower minimum wage plus tips.”

Additional studies show that paying tipped workers the regular minimum wage has had no discernible effect on leisure and hospitality employment growth in the states where tipped workers receive the full regular minimum wage. Studies show that sector growth in these states has been stronger since 1995 than in the states where tipped workers are paid a subminimum wage.

If passed by voters, An Act to Eliminate the Sub-Minimum Wage will ensure that tipped workers receive the full minimum wage that all workers receive, plus tips, by 2034. To address concerns raised in the MCEP report, the phase-in schedule was changed from the 2022 citizen initiated ballot question, to be more gradual, occurring over a ten year period, rather than five.

Attachments: Housing Needs Assessment - Portland City; Portland 2022 Minimum Wage Initiative Analysis James Myall, Economic Policy Analyst, MECP

Analysis of Proposed Minimum Wage Increases for the City of Portland

James Myall, Senior Policy Analyst

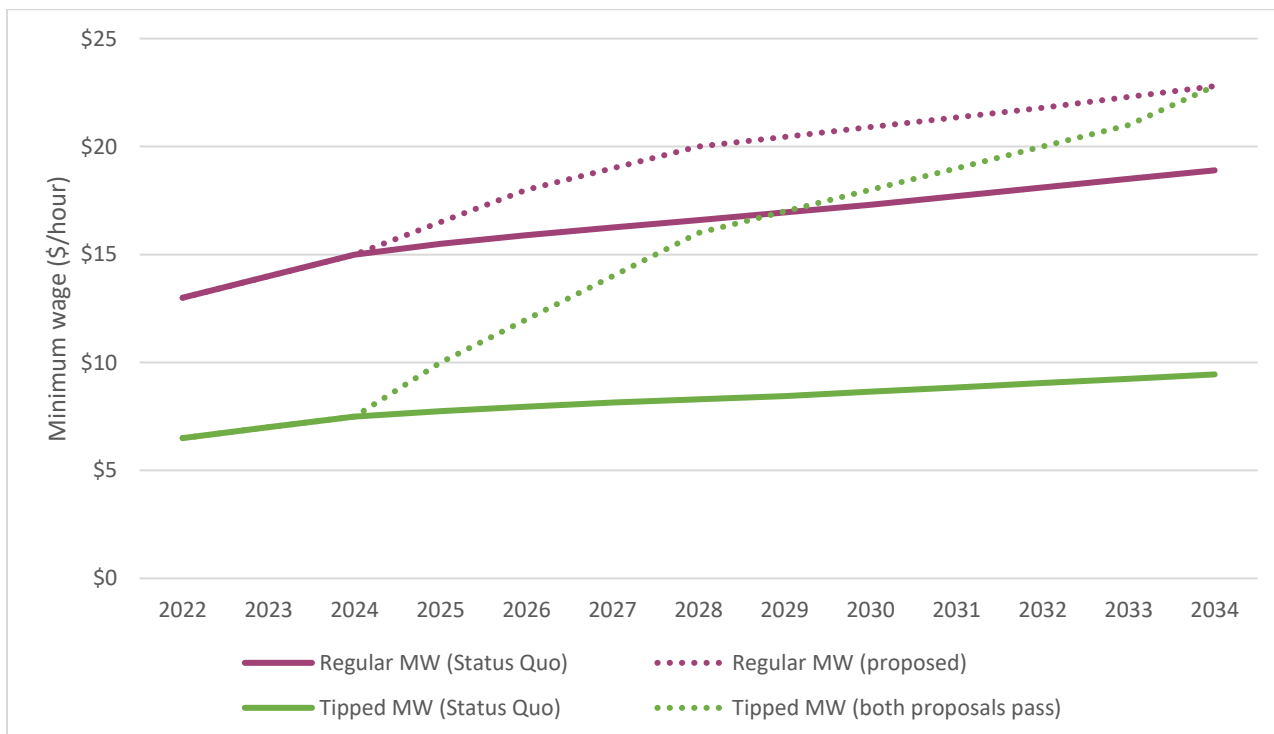
August 12, 2024

Dear Councilors,

Please find below analysis from the Maine Center for Economic Policy no two ordinances which we understand to be under consideration by the council. If you have any questions, please do not hesitate to contact me at jmyall@mecep.org

Of the two proposals currently under consideration, one would increase the regular minimum wage in increments from the current rate of \$15 per hour to \$20 per hour by 2028, and continue indexing it to inflation thereafter (as is current practice). The second, separate, proposal would gradually phase out the tip credit provided to employers of workers who receive a substantial amount of their compensation in tips. Under Portland's current tip credit, an employer may pay an employee half the regular minimum wage as long as the employee's tips "top up" their earnings to at least the regular minimum wage. The proposal would phase out the credit so that base wage paid by employers of tipped employees increases each year until it equals the full minimum wage. MECEP's analysis suggests that if both ordinances passed, the tipped wage would equal the full minimum wage in 2034.

Figure 1: Proposed minimum wage schedules



MECEP analysis of proposed ordinance language. Future increases indexed to inflation are estimated using the Consumer Price Index projections in the Congressional Budget Office's economic forecast of June 2024.¹

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Feasibility of the Proposed Minimum Wage Levels

Economists often judge the impact of a minimum wage on the local economy by the relationship of the minimum wage to the median wage for a full-time, year-round employee, particularly to determine whether a proposal will cause negative effects like increased unemployment. This ratio is sometimes known as the Kaitz Ratio. MECEP estimates that the current median hourly wage for a full-time, year-round employee in Portland is \$28.71 per hour. The current minimum wage of \$15 per hour is therefore equivalent to 52% of that. By 2028, MECEP projects the median wage for full-time, year-round employees in the city will have risen to \$32.76, which means that the proposed minimum wage of \$20 per hour would be equivalent to 61% of the median.

This is an appropriate level at which to set a new minimum wage. Most economists agree that a minimum wage at less than 60% of the median wage will produce no significant employment losses, and some recent studies have found that there may be no ill effects as high as 80% of the median wage.²

There is less recent research on the impact of changing the tipped minimum wage – partly because so few jurisdictions have changed their tipped minimum wage schedule in the last few decades (Chicago and DC have begun the process of phasing out their tipped minimum wage in 2024). However, the evidence from the seven states without a separate tipped minimum wage suggests that both the hospitality industry and hospitality workers can thrive with a higher minimum wage. Workers in those states earn higher post-tip wages, fueled by customers' willingness to continue to leave tips even when workers are earning a higher base wage. Meanwhile, these states maintain robust hospitality and tourism industries.³

Impact of the proposed minimum wage increases

MECEP estimates that by 2028, the increase of the standard minimum wage from \$15 to \$20 per hour will increase the wages of over 18,000 workers, or just over one in four people employed in Portland (27%). This includes 11,000 directly-impacted workers, who would otherwise be earning less than \$20 per hour without the proposed ordinance. It also includes 7,000 workers who would otherwise be earning between \$20 and \$23 per hour, whose wages will increase to keep them above the new minimum wage, as their employers remain competitive.

This will result in an additional \$60.4 million in wages paid annually to these employees, with the average impacted worker receiving \$3,300 per year.

The minimum wage increase would help close the gap between the lowest-paid employees and everyone else, and would reduce the gender and racial inequalities caused by systemic and individual discrimination, as well as long-standing social expectations. MECEP estimates that while 23% of men working in Portland will benefit from the minimum wage increase, the same is true of 32% of women. Similarly, while 27% of white, non-Hispanic workers in Portland would see a wage increase, the same is true of 31% of people of color working in Portland. (Due to the small sample size of the available data, MECEP did not estimate impacts for individual racial groups, but other research suggests that the impact would be particularly large on Black and Latino workers).

Younger workers and (to a lesser extent) older workers are more likely to be working in low-paid jobs, and therefore benefit more from a minimum wage increase. MECEP estimates that 47% of workers under 20 and 55% of workers aged between 20 and 24 will see an increase from the higher minimum wage, as will 25% of those aged 65 and older. By contrast, only 18% of those aged 45-54 (often considered "prime earning years") would be impacted by the minimum wage increase. It is worth noting, however, that while younger workers disproportionately benefit, workers under 20 still represent only 7.5% of all impacted workers.

While some critics of minimum wage increases suggest that younger workers are more likely to face unemployment as a result of increasing the minimum wage above their perceived productivity levels, recent evidence in Maine suggests this is not the case. Between 2016 and 2024, Maine's minimum wage has increased from \$7.50 per hour to \$14.15 per hour, and the share of teenagers working who are employed is at its highest level in years. Doubtless a strong labor market has helped employers put more value on the work of younger Mainers, and it will continue to do so in the years ahead.

MECEP estimates that workers with fewer years of formal education are also the most likely to see increased wages under the ordinance. Almost half of workers without a high school diploma or equivalent would see a wage increase, as would 38% of those with only a high school qualification.

The Census Bureau classifies workers in two ways – by *occupation* (the kind of work they do) and by *industry* (the place they work). The occupations which would benefit most from a minimum wage increase would be food service occupations (where 73% of workers are impacted), workers providing personal services (51%), health care support workers (50%), cleaners (48%), and transportation workers (43%).

The industries with the most impacted workers include hospitality and entertainment (55% of workers are impacted), social services (46%), and retail (43%).

MECEP estimates around 1,500 workers in Portland are tipped workers (2% of the total employee workforce). Women are approximately four times as likely to be tipped workers as men. In contrast to some other jurisdictions, people of color are less likely to be tipped workers in Portland than white-non-Hispanic Portlanders. Tipped workers are primarily concentrated in the restaurant industry (which accounts for 75% of tipped workers in Portland). Around two thirds of tipped workers (67%) are waiters and waitresses while a significant portion are bartenders (14%) or hair stylists (11%). Increasing the regular minimum wage would increase tipped workers incomes by \$3.7 million per year by 2028. The average impacted worker would receive an additional \$1,300 per year. Phasing out the tipped minimum wage entirely would increase their wages by \$22 million per year by 2034, an average increase in earnings of \$14,700 per year.

Other impacts

The increase in workers' wages would have multiplier effects in the local economy. Research shows that low wage workers are more likely to spend their money locally – at grocery stores, on services like haircuts and on rent. These dollars flow back into the local economy and create more economic growth. (By contrast, the profits that will be reduced through minimum wage increases are more likely to be spent on travel out of state, investments in the international stock market, and assets like real estate). Minimum wage increases can therefore benefit local economies like Portland's. This can help many of the same businesses impacted by the increased payroll costs, and reduce the need to increase prices.⁴

Restaurants are often thought of as particularly impacted by minimum wage increases, since their labor costs are unusually high. Several studies have tried to examine the impact of minimum wage increases on this sector in particular. One large study using data from nearly every McDonald's location in the US found that while minimum wage increases were largely passed on to customers, McDonald's workers were still better off even after accounting for the price increases. The same study also found that McDonald's adopted touch screen technology at the same rate even in places with no minimum wage increases.⁵ Another study which looked at the impact of local minimum wage increases in California cities found that a 25% increase in the minimum wage (as Portland is considering) resulted in an average increase in restaurant prices of 1.45% (the largest increase was 2.45% among chain restaurants and the increases averaged 1.0% among full-service restaurants).⁶ Other research has found that while minimum wage increases can lead to poorly-reviewed restaurants closing, it has no impact on restaurants with loyal customer bases.⁷

While some people express concern that small businesses may be more impacted by minimum wage increases, recent research suggests that workers at smaller businesses benefit from greater wage increases without any significant increase in layoffs as a result of minimum wage increases.⁸ Moreover, the impact of minimum wage increases on the profit margins of all businesses is lower than might be expected because higher minimum wages generally lead to higher employee morale and lower turnover.

Research also shows spillover benefits from higher incomes for low-wage workers. The share of people living in poverty decreases,⁹ and it is also likely that an increased minimum wage will reduce costs for state and local safety net programs, though MECEP does not have enough data to produce a precise estimate for this in the case of Portland.

The tipped minimum wage currently creates a unique set of problems. Workers in this industry are more likely to suffer from wage theft, because some employers do not check to see if their tips actually make up the difference to the minimum wage, and for low-wage workers dependent on their job for survival, complaining about wage theft can be extremely risky.¹⁰ Similarly, because workers are directly dependent on customers for their wages, the tipped minimum wage permits discrimination that would be illegal from an employer. Customers are able to tip more based on a server's gender,¹¹ race,¹² and perceived attractiveness¹³ – and evidence shows that they frequently do. As a result, older workers and people of color in tipped industries earn significantly less. Reliance on tips also forces workers to tolerate behavior in customers (and sometimes their employers) that should be unacceptable. Levels of harassment in the restaurant industry are unusually high for this reason.¹⁴ Phasing out the tipped minimum wage would go a long way to eliminating these problems in the hospitality industry.

Table 1: Selected Impacts of Increasing the Regular Minimum Wage to \$20/hour by 2028

Workforce	Number	Directly impacted	Indirectly impacted	Total impacted
All employees	67,000	16%	11%	27%
Men	34,000	14%	9%	23%
Women	33,000	19%	13%	32%
White, non-Hispanic	60,000	16%	11%	27%
People of Color	6,900	22%	9%	31%
16-19 year-olds	2,900	34%	14%	47%
20-24	6,500	37%	19%	55%
25-34	15,000	18%	14%	32%
35-44	13,000	11%	9%	20%
45-54	13,000	10%	8%	18%
55-64	12,000	12%	9%	20%
65+	4,200	14%	11%	25%
No high school qualification	3,100	34%	13%	47%
High school only	28,000	22%	16%	38%
Associate's degree	7,000	14%	11%	25%
Bachelor's degree	19,000	11%	8%	18%
Master's degree or higher	9,200	4%	3%	8%
Food prep workers	3,900	43%	31%	73%
Personal service workers	1,400	29%	22%	51%
Health care support workers	2,200	30%	21%	50%
Cleaning staff	1,500	33%	15%	48%
Transportation workers	4,200	30%	13%	43%
Sales workers	6,200	24%	12%	36%
Office workers	7,900	19%	14%	33%
Construction workers	2,900	15%	18%	33%
Education workers	4,600	17%	9%	26%
Entertainment workers	1,100	14%	10%	24%
Community and Social Workers	1,300	8%	12%	20%
Production workers	2,700	15%	9%	24%
Protection workers	1,200	11%	6%	17%
Repair workers	3,200	7%	8%	15%
Computer workers	2,000	3%	9%	12%

Medical professionals	5,200	6%	6%	11%
Managers	7,500	5%	4%	9%
Business workers	3,200	3%	6%	8%
Engineers	1,700	2%	2%	4%
Financial workers	1,400	2%	2%	4%
Hospitality industry	5,900	34%	20%	55%
Social and community agencies	1,700	31%	15%	46%
Retail	8,500	30%	14%	43%
Personal services	2,400	16%	16%	32%
Transportation	2,100	18%	12%	30%
Construction	3,600	13%	14%	27%
Education	6,800	16%	10%	26%
Information	1,400	16%	8%	24%
Medicine	9,700	12%	10%	22%
Wholesale	1,400	14%	6%	20%
Professional services	6,400	10%	9%	18%
Manufacturing	7,800	7%	8%	15%
Finance	5,800	7%	7%	15%
Administration	2,400	5%	5%	10%

Table 2: Selected Characteristics of Tipped Workers in Portland

Workforce	Total	Share of Workers who are Tipped
Total	67,000	2.2%
Men	34,000	0.9%
Women	33,000	3.6%
White, non-Hispanic	60,000	2.3%
People of Color	7,000	1.5%

Table 3: Selected Characteristics of Tipped Workers in Portland

	Share of the tipped workforce
Waiters and Waitresses	67%
Bartenders	14%
Hairdressers and stylists	11%
All other occupations	9%
Restaurants	75%
Other hospitality	8%
Beauty shops and nail salons	10%
All other industries	7%

Methodology

To estimate the impacts of each minimum wage proposal, MECEP began with data from the US Census Bureau's American Community Survey data for 2018-2022. The ACS includes data on an individual's place of work, and for this analysis, individuals working within the Public Use Microdata Areas covering the greater Portland area were included. This area covers a much larger area than Portland proper, so the total number of impacted employees was adjusted downwards using the total number of employees within the city according to the Maine Department of Labor's Quarterly Census of Employment and Wages. The analysis only included people working as employees; those who are self employed were excluded.

Hourly wages for each worker were calculated by taking the individual's total earnings from employment by the number of weeks worked in the survey year and the usual number of hours worked each week. In 2018, the question for the number of weeks worked included answers with a range of weeks (e.g. 50 to 52 weeks, or 14 to 26 weeks). For individuals surveyed in this year, the number of weeks worked were estimated using the midpoint of each range.

To adjust hourly wages from the 2022 to their current 2024 levels, most calculated hourly wages were increased by the estimated rate of inflation between 2022 and 2024 (7.3%); for workers earning at or below the tipped minimum wage, wages were increased by the increase in Portland's tipped minimum wage (\$1 per hour); for those earning above the tipped minimum wage but below the minimum wage, wages were increased by the increase in Portland's regular minimum wage over that period (\$2 per hour). Future hourly wage increases through 2034 were assumed to be at the rate of inflation estimated by the Congressional Budget Office (3.4% per year).

For non-tipped workers, impacted workers are those who earned between 80% the regular minimum wage in 2022 and 100% of the new minimum wage in 2028. This excludes workers reporting very low wages who are likely to either be mis-reporting or victims of wage theft. In either case they are unlikely to be able to benefit from the proposed increase. Indirectly-impacted workers are those earning above the minimum wage in 2022 and less than 115% of the new minimum wage in 2028. For tipped workers, all those earning below the minimum wage in 2022 are considered to be directly impacted, while the remaining tipped workers are all considered indirectly impacted. To calculate the total wage increase by 2028, non-tipped workers are assigned a wage increase equal to the larger of (1) the difference between their projected wage in 2028 and 115% of the new minimum wage and (2) the difference between the old and new minimum wages. Tipped workers' wage increases are assumed to be the difference in the tipped minimum wage.

This methodology is an adaptation of the model developed by the Economic Policy Institute.¹⁵

Notes

¹ Congressional Budget Office Economic Data, June 2024. <https://www.cbo.gov/data/budget-economic-data>

² Arindrajit Dube and Attila Lindner, "City Limits: What Do Local-Area Minimum Wages Do?" *Journal of Economic Perspectives*—Volume 35, Number 1—Winter 2021—Pages 27–50 <https://pubs.aeaweb.org/doi/pdfplus/10.1257/jep.35.1.27>

³ James Myall, "A Higher Minimum Wage is Good for Tipped Workers," *Maine Center for Economic Policy*, Apr 4, 2017. <https://www.mecep.org/blog/a-higher-minimum-wage-is-good-for-tipped-workers/>

⁴ Ben Zipperer, "Turnover, prices, and reallocation: Why minimum wages raise the incomes of low-wage workers." *Economic Policy Institute*, Jan 9, 2023. <https://www.epi.org/unequalpower/publications/turnover-prices-and-reallocation-why-minimum-wages-raise-the-incomes-of-low-wage-workers/>

⁵ Orley C. Ashenfelter and Štěpán Jurajda, "Wages, Minimum Wages, and Price Pass-Through: The Case of McDonald's Restaurants." *NBER Working Paper 28506*. Feb 2021 <https://www.nber.org/papers/w28506>

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- ⁶ Sylvia Allegretto and Michael Reich, "Are Local Minimum Wages Absorbed by Price Increases? Estimates from Internet-based Restaurant Menus". *IRLE Working Paper* No. 124-15. <http://www.irlle.berkeley.edu/files/2015/Are-Local-Minimum-Wages-Absorbed-by-Price-Increases.pdf>
- ⁷ Dara Lee Luca and Michael Luca, "Survival of the Fittest: The Impact of the Minimum Wage on Firm Exit." *Harvard Business School Working Paper* 17-088. https://www.hbs.edu/ris/Publication%20Files/17-088_9f5c63e3-fcb7-4144-b9cf-74bf594cc308.pdf
- ⁸ Jesse Wursten and Michael Reich, "Small Businesses and the Minimum Wage." *Institute for Research on Labor and Employment*, Working Paper 102-23, March 2023. <https://irlle.berkeley.edu/wp-content/uploads/2023/03/Small-Businesses-and-the-Minimum-Wage-3-14-23.pdf>
- ⁹ James Myall, "MECEP Policy Brief: Minimum wage increase brought higher wages, reduced child poverty in 2017," *Maine Center for Economic Policy*, Sept 24, 2018. <https://www.mecep.org/jobs-and-income/mecep-policy-brief-minimum-wage-increase-brought-higher-wages-reduced-child-poverty-in-2017/>
- ¹⁰ David Cooper and Teresa Kroeger, "Employers steal billions from workers' paychecks each year," *Economic Policy Institute*, May 10, 2017. <https://www.epi.org/publication/employers-steal-billions-from-workers-paychecks-each-year/>
- ¹¹ Drew McGraw, "Unequally Gracious: Gender Discrimination In Restaurant Tipping," *Render* June 20 2014. <http://www.renderfoodmag.com/blog/2014/6/18/unequally-gracious-gender-discrimination-in-restaurant-tipping>
- ¹² Michael Lynn et al., "Consumer Racial Discrimination in Tipping: A Replication and Extension," 2008. <https://www.wagehourlitigation.com/wp-content/uploads/sites/215/2015/10/cornell.pdf>
- ¹³ Tom Jacobs, "Attractive Servers Get Bigger Tips," *Pacific Standard*, Jun 14, 2017. <https://psmag.com/economics/attractive-servers-get-bigger-tips>
- ¹⁴ Restaurant Opportunities Center United, "Take Us Off the Menu: The Impact of Sexual Harassment in the Restaurant Industry," May 2018. <https://rocunited.org/wp-content/uploads/sites/7/2020/02/TakeUsOffTheMenuReport.pdf> and Becky Sullivan, "Tips And 'Service With A Smile' Rules Fuel Sex Harassment In Restaurants, Study Says," *National Public Radio*, July 22, 2021. <https://www.npr.org/2021/07/22/1019017172/tips-and-service-with-a-smile-drive-sexual-harassment-in-restaurants-study-find>
- ¹⁵ David Cooper et al., Minimum Wage Simulation Model technical methodology, Feb 26, 2019 <https://www.epi.org/publication/minimum-wage-simulation-model-technical-methodology/>



From: Brendan T. O'Connell - Finance Director
To: Portland City Council
CC: Danielle P. West, City Manager
Date: August 12, 2024
Re: Fiscal Impact of Proposed \$20 Minimum Wage

Executive Summary: This memo is intended to illustrate the fiscal impact of the increase to a \$20 minimum wage on the City of Portland as proposed in Order 25-24/25. The overall City mill rate is split into three portions, City General Fund (currently \$6.34), Cumberland County Tax (\$0.62) and Portland Public Schools (currently \$7.45), for a combined FY24 overall mill rate of \$14.41. This memo covers the impact to the City portion of the mill rate only (the \$6.34, or approximately 44% of the overall mill rate) as City staff do not have access to detailed Cumberland County or Portland Public Schools salary data.

In addition to the direct cost of increased wages for municipal workers currently earning under \$16.50 - \$20 per hour (impacts vary by year based on the proposal) there will also be impacts to wages for City workers currently earning just above those thresholds. The direct impact is a simple calculation based on current vs proposed wages. The indirect impact requires some assumptions which are outlined in the Additional Information and Calculation Assumptions portion of this memo. There will also be an impact on costs of labor for the City of Portland budget related to external contractors subject to the new proposal that is not included here.

A summary of the total estimated fiscal impact in each of the budget years impacted by the proposal is included below. The estimated increase to just the municipal portion of the mill rate is 77 cents, increasing it from \$6.34 for FY24 to \$7.11 by 2028 (a 12.1% tax rate increase on the municipal portion of the mill rate). A brief analysis and the assumptions used in the fiscal impact calculations are included in the body of the memo. If a more detailed analysis or different assumptions are desired by the City Council, I recommend additional Finance Committee review. Typically a proposal of this magnitude with such a significant City budget and overall financial impact would warrant a detailed review performed by the City's Finance Committee, complete with multiple meetings and opportunities for public comment.

FISCAL IMPACT NOTE	2025		2026		2027		2028	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
New Program Cost Data:								
Example:								
ADD: NEW ITEM ANNUAL EXPENDITURES		\$3,440,543		\$6,881,087		\$9,174,782		\$11,468,478
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$3,440,543	\$3,440,543	\$6,881,087	\$6,881,087	\$9,174,782	\$9,174,782	\$11,468,478	\$11,468,478
New Program Impact to the Tax Rate	\$0.2312	\$0.2312	\$0.4625	\$0.4625	\$0.6166	\$0.6166	\$0.7708	\$0.7708
New Program % Impact on Tax Rate	3.6472%	1.6047%	7.2945%	3.2094%	9.7260%	4.2792%	12.1575%	5.3489%
Tax Rate Including New Program	\$14.64	\$14.64	\$14.87	\$14.87	\$15.03	\$15.03	\$15.18	\$15.18

Additional Information and Calculation Assumptions:

For those who have not had the chance to see the proposal, it includes a new minimum wage of \$16.50 per hour effective 1/1/25, a new minimum wage of \$18.00 per hour effective 1/1/26, a new minimum wage of \$19.00 per hour effective 1/1/27, and a new minimum wage of \$20.00 per hour effective 1/1/28. Please note, this memo only calculates the fiscal impacts through the end of 2028, at which point future increases would be indexed to inflation as measured by the Consumer Price Index for All Urban Consumers. Please also note, the City does not have any tipped workers / employees who may fall into categories of special categories of minimum wage.

The City has several categories of employees including full time, part time, temporary and seasonal. Including all categories, the City issued over 2000 W2's in 2024. The City has just over 600 employees earning between \$15 and \$20 per hour, primarily part time, seasonal and temporary employees. The City also has 368 employees in the \$20 - \$25 per hour wage bands, 377 employees in the \$25 - \$30 per hour wage bands, and 691 employees currently in the \$30+ per hour wage bands.

For employees in the \$15 - \$20 per hour wage bands, we have calculated the direct fiscal impacts of increases as proposed by year by comparing current hourly wages vs those in the proposal. When compared to the current minimum wage, there is a \$1.50 increase in 2025, another \$1.50 increase in 2026, and a \$1 increase in 2027 with an additional \$1 increase in 2028 - a total of a \$5 increase from the current minimum wage over the four year phase in (33%).

The City and our City labor unions have various job categories and classifications ("job grades") based on employee duties and skill levels required. These jobs are categories in our pay scale based on job grade. For employees in the \$20 - 25 per hour and \$25 - \$30 per hour bands we have assumed identical dollar amount increases in each calendar year vs minimum wage (\$1.50, \$1.50, \$1.00 and \$1.00 for 2025 through 2028 respectively) to maintain spacing between the various job grades for different skill level positions (so supervisors do not begin to make less than the employees they supervise, etc). For those employees making above \$30 per hour we have only assumed 1/2 of the dollar increases per calendar year (\$0.75, \$0.75, \$0.50 and \$0.50 for 2024 through 2028 respectively) - so there will be additional wage compression and a smaller difference between different job grades / different skill level positions.

In total for 2025, the estimated fiscal impact to wages is expected to result in an additional cost of \$3.4M. For 2026, that estimated impact rises to an additional \$6.8M. For 2027, the estimated impact rises to \$9.2M, and for 2028 the cost rises to \$11.5M. These cost increases are for the City / municipal portion of the mill rate alone, and trigger an increase by year of 23 cents for 2025, 46 cents for 2026, 62 cents for 2027 and 77 cents for 2028 (cumulative). This is a 12.1% increase from the current mill rate. Please note, these figures do NOT include potential cost increases for Cumberland County and the Portland Public Schools - the cost of those services to City taxpayers will also rise and trigger further increases to the overall tax rate.

It is worth noting that taxes for FY25 are in the process of being committed based on a budget City Council passed in June 2025, prior to the existence of this agenda item/proposal. I am unsure of how the City could fund the first six months of cost increases under this proposal if it were to pass (1/1/25 through 6/30/25) since the FY25 budget has already been approved and a tax levy was set based on estimated wages for FY25 prior to this proposal. Based on this costing, the City/municipal side of the budget could face a shortfall and it may be necessary for City Council to make a supplemental/emergency funding appropriation shortly after a new City Council is seated.

Testimony re: Re: Order 25-24/25 (Increase Portland's minimum wage)

Colin Vettier <colin.vettier@gmail.com>

Sat, Aug 17, 4:00 PM (2 days ago)

to council, publiccomment

Testimony of Colin Vettier

Re: Order 25-24/25 Setting Election Date on an Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage

Before the City Council August 19th, 2024

Dear Mayor Dion and honored members of the City Council, thank you for the opportunity to provide testimony regarding Order 25-24/25. My name is Colin Vettier, I immigrated to the US about 8 years ago. Now a citizen, I have resided in Portland for the past 3 years. As a Portland resident I fully support the proposed increase to the city's minimum wage.

It is a necessity for Portland to increase the minimum wage from \$15 an hour to \$20. Most workers in Portland cannot afford living in the city and are forced to commute long ways in order to serve our community. We have seen last year, through an appealing campaign flooded with out of state money, that low wages only serve silicon valley tech companies.

The Maine Center for Economic Policy estimates that raising the minimum wage to \$20 per hour will increase the wages of 27% of people employed in Portland and pay over \$60 million in additional wages each year. This would allow our community to close the gap between the lowest-paid employees and everyone else, reducing gender and racial inequalities.

I could go on and on about why we need to increase the minimum wage (the median wage doesn't allow to rent or access to homeownership, restaurants are closing because they can't find anyone wanting to work for low wages, the cost of life is increasing but not our salaries, etc.). It is time Portland Maine leads the nation and actually shows that it cares about the workers that make the fabric of our community.

Kindly,
Colin VETTIER



August 18, 2024

Re: Order 25 – 24/25. Order 26 – 24/25 and Order 35 – 24/25

Good evening, members of the Portland City Council. I am sorry I could not be here in person to speak.

My name is Mary Allen Lindemann. I am a business owner in Portland and a resident in District 5. I am the owner and co-founder of Coffee By Design, which has been part of this community since 1994. My business is built on the principles of ethical practices, philanthropy, and progressive values, including the belief that every worker deserves a livable wage.

Let me start by acknowledging the importance of addressing wage disparities and the urgent need for affordable housing. Coffee By Design has employees who commute an hour or more each way just to work in this city. This isn't sustainable. However, the proposed increase of the minimum wage to \$20 an hour is not the solution.

This dramatic increase, while well-intentioned, would place an enormous strain on small businesses like mine. A \$20 minimum wage would increase our labor costs significantly, making it challenging to maintain our current staffing levels or hire new employees. It would also negatively impact the benefits we offer which include health insurance, employee assistance plan and 401k.

Additionally, this proposal could discourage new businesses from opening in Portland and is likely to push existing businesses to relocate to surrounding towns or, worse, close their doors. The ripple effect would be devastating to the local economy.

Furthermore, I want to express my support for the proposal to separate Portland from the state when emergency wage laws go into effect due to situations outside of Portland. I also strongly oppose the elimination of the tip credit, as it would further complicate the financial stability of many businesses.

The reality is that the issues we're trying to address—affordable housing, cost of living, and income inequality—are national problems that require comprehensive solutions. Raising the minimum wage to \$20 per hour in a single community might seem like a step forward, but it doesn't address the root causes of these issues. Instead, it risks causing more harm than good to the very people and businesses it aims to help.

I urge the Council to consider a more balanced approach that recognizes the unique challenges faced by small businesses in this community. Hopefully, we can work toward solutions that benefit everyone without causing unintended damage.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read 'Mary', followed by a long, horizontal, slightly wavy line that tapers off to the right.

Mary Allen Lindemann
Owner & Co-Founder
Coffee By Design
1 Diamond Street
Portland, Maine 04101

Residence:
9 Richardson Street
Portland, Maine 04103

Fred McCann

(207) 209-3413 fred@fredmccann.com 244 Danforth Street, Apt 1 Portland, Maine 04102

Testimony of Fred McCann regarding
Order 25-24/25 Setting Election Date on an Amendment to Chapter 33 of the Portland City Code RE: an Act to
Increase Portland's Minimum Wage

Before the City Council
August 19th, 2024

Mayor Dion and members of the City Council, I appreciate the opportunity to provide testimony regarding Order 25-24/25. My name is Fred McCann. I've resided in Portland for the past thirteen years and I'm currently serving as Vice President on the Portland Water District Board of Trustees. As both a Portland resident and a landlord, I fully support the proposed increase to the city's minimum wage.

An Act to Increase Portland's Minimum Wage would increase the regular minimum wage in increments from the current rate of \$15 per hour to \$20 per hour by 2028, and continue indexing it to inflation thereafter. This is a necessary step for Portland to take to ensure that all of its workers, including those who are most vulnerable, can afford to live and thrive in our city.

The economic benefits of raising the minimum wage are clear. Maine Center for Economic Policy estimates that raising the minimum wage to \$20 per hour will increase the wages of 27% of people employed in Portland and pay over \$60 million in additional wages each year. This would help close the gap between the lowest-paid employees and everyone else, and would reduce the gender and racial inequalities caused by individual and systemic discrimination.

Moreover, the increase in workers' wages would have multiplier effects in the local economy. Research shows that low wage workers are more likely to spend their money on locally produced goods and services and on rent. These dollars flow back into the local economy and create more economic growth. This, in addition to higher employee morale and lower turnover, can help many of the businesses impacted by increased payroll costs mitigate the impulse to layoff workers or increase prices.

The overwhelming majority of workers making under \$20 an hour in Portland are renters. Raising the minimum wage will make housing more affordable for tens of thousands of people. Right now, almost half of Portland renters pay over thirty percent of their income just to avoid homelessness. Increased wages are good for both renters and landlords alike as it ensures that people who work in the city can afford to live in the city, strengthening our community as a whole.

In conclusion, raising the minimum wage to \$20 an hour is a common sense and compassionate policy that will benefit everyone in our community. I urge you to approve this measure and allow Portland voters the opportunity to make their voices heard. Thank you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Fred McCann', with a stylized, sweeping flourish extending from the end of the name.

Fred McCann

Order 239-24/25 - Minimum Wage

'Batson, Brian E' via Public Comment

Attachments

Jul 10, 2025, 11:02 AM (4 days ago)

to publiccomment@portlandmaine.gov, Dena, Mark

Honorable City Council,

Please find attached MaineHealth's testimony on the Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage.

All the best,

Brian Batson, RN, BSN (he/him)

MaineHealth | Community Relations Manager

110 Free Street | Portland, ME 04101

Brian.Batson@mainehealth.org



**Testimony of Brian Batson, MaineHealth
Against “An Act to Increase Portland’s Minimum Wage”
Monday July 14, 2025**

Honorable Members of the Portland City Council,

Thank you for your work on behalf of the City of Portland. MaineHealth is reaching out to ask that the City Council **reject the proposal** to increase Portland’s minimum wage to one of the highest in the country.

As many of you already know, Maine’s safety net health care providers, including hospitals, are facing significant financial headwinds. Maine’s hospital operating margins are among the lowest in the country, and we are experiencing additional financial challenges as we expect vulnerable patients to lose coverage in the coming months.

I have attached a new [data set](#) that reveals a grim financial outlook for Maine’s hospitals, highlighting a mixture of increasing costs and reimbursement rates that aren’t keeping up. The data shows that hospitals in Maine are among the most financially strained in the country, burdened by aging infrastructure, heavy debt, and slim, to negative operating margins.

Hospitals nationwide are bracing for impacts from the reconciliation bill passing through Congress. It’s estimated that [Maine’s hospitals would lose \\$800 million](#) in revenue if the House version of the bill passes. The House bill would also cleave about \$800 billion over 10 years from Medicaid across the nation, according to the Congressional Budget Office, and result in 16 million more Americans being uninsured. **That includes about 40,000 Mainers.** About 400,000 Maine residents — or about [one in every four Mainers](#) — are enrolled in Medicaid. The Senate bill would result in \$1 trillion in cuts to health care.

Maine hospitals are already experiencing tremendous financial pressure before any additional reductions to our Medicaid program. Citing financial pressures, [Northern Light Health closed Inland Hospital](#) in Waterville this year, and announced additional changes in a press release on July 1. Other hospitals have had to close or curtail services. Citing a lack of volume and financial issues, nine Maine hospitals have [closed birthing centers](#) in the past decade, including Houlton Regional Hospital and MaineHealth Waldo Hospital in Belfast this year.

At the same time, as part of our mission and vision, MaineHealth Maine Medical Center offers world class care to everyone regardless of their ability to pay, and we provide care free-of-charge to all patients at or below 200% of the federal poverty level. Last year, we provided over \$65 million in uncompensated care to our patients served by MaineHealth Maine Medical Center.

As Councilors have mentioned in relation to this ordinance, housing values in Portland have risen. We see this directly through the challenges our own care team members have in finding safe and affordable homes. Housing costs in Portland and its surrounding areas represent a serious challenge for our workforce; increasing the minimum wage will not solve the housing shortage, and it will result in serious pain for Portland’s employers. MaineHealth is proud to have invested over \$324 million in increased compensation for our non-executive, non-physician, care team members over the last few years. And in doing so, we have stretched scarce resources to the limit.

This proposal would add \$23 million in additional cost to the MaineHealth system. We are a large employer with a workforce that spans Maine and New Hampshire. We are proud to provide equitable compensation packages across our system. For roles impacted by this proposed change in minimum wage, we do not differentiate pay or benefits based on location. That potential increase represents over 50% of our operating gain of less than 1% in 2024. *It is important to*

note that this figure does not account for compression which would inherently increase it even more. Should this proposal pass, it will have unintended consequences, as our only source of offsetting the additional cost will be increased reimbursement by our private insurers and employers.

Finally, as a health system, we cannot easily navigate the situation when a single municipality enacts a change that impacts only the employers within its boundaries. It is inefficient and cumbersome, and very expensive to administer. It also creates inequities between employees based on location. This ordinance will make Portland's minimum wage one of the **highest in the country**. Should it pass, it will have a detrimental impact on MaineHealth, on many employers in Portland, and, importantly, on Portland's overall economy. Please reject this proposal.

Sincerely,

Brian Batson

Order 239-24/25 - Minimum Wage

'Batson, Brian E' via Public Comment

Attachments

Jul 10, 2025, 11:02 AM (4 days ago)

to publiccomment@portlandmaine.gov, Dena, Mark

Honorable City Council,

Please find attached MaineHealth's testimony on the Amendment to Chapter 33 of the Portland City Code RE: an Act to Increase Portland's Minimum Wage.

All the best,

Brian Batson, RN, BSN (he/him)

MaineHealth | Community Relations Manager

110 Free Street | Portland, ME 04101

Brian.Batson@mainehealth.org

Order 239-24/25: Don't create a 2 tier system.

Winston Lumpkins winston.lumpkins@gmail.com via portlandmaine.gov

Sun, Jul 13, 11:20 AM (1 day ago)

to City, Danielle, publiccomment

Dear Mayor Dion, Members of the Portland City Council,

I support this order, 239 and think it should be on the ballot this fall. It may be wiser to have chosen a smaller increase to the min. wage and immediately tie it to inflation, but oh well.

(Assuming we can predict inflation at this time is a mistake, and like last time we raised the min. wage we might get left behind by inflation by switching to scheduled increases of a set amount- here it is, I told you so!

I do not support the amendment exempting employers with fewer than 50 employees. It's a bad policy, and does not make sense. There are large businesses which may struggle to raise wages, and small businesses for which it will be easy, meanwhile, all those making min. wages are struggling to afford housing- those working for small businesses don't magically have cheaper housing. Magic doesn't work like that. I think it may be better to just vote down the whole thing and try again after the election in November if this amendment passes; creating 2 tiers, 2 classes, of workers in Portland subject to different min. wages, based on an arbitrary measure with a sudden cut off does not make sense.

I fear it would:

Push the workforce away from working for small businesses, which already struggle to find employees (though, almost all of them currently pay more than min. wage, and presumably they would continue to do so).

Disincentivize growth, by essentially penalizing larger businesses, and making expanding to over 50 employees a bad choice for businesses which expand slowly, and punishing mergers, which can be necessary for some small restaurant groups and are not always bad.

Cause confusion and chaos: what if a small business has mostly part time employees, and hires a 51st employee- etc. There is too much going on here.

Would chain franchises be exempt too? Starbucks, McDonalds, Dunkin?, etc. etc. Just don't do it, it doesn't make any sense.

Finally, if you've read this far, the part where I tell you this isn't enough:

It's important to recognize that wages aren't low in Portland, expenses are high- this should pass (there is no free lunch, employers and customers must pay the true cost of living), but, the cost of living needs to be dealt with- the formation of the social housing task force is heartening, but, we've got to do something more than this, and fast. House prices have risen 60% in the last 5 years, a period where wage growth and inflation were about 20%- it's a gut punch to my generation; a punishment for having made Portland cool. Perhaps we deserve it, but it sucks.

Thanks for taking this issue up, and for your service to Portland.

Sincerely,

~Winston

Winston Lumpkins IV

district 1,

East end, Portland Maine

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: July 16, 2025

SUBJECT: Order 4-25/26 Designating the Portland Tourism Municipal Development District and Adopting the Development Program for the District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali/Chair; meeting held June 17, 2025, and the vote was 3-1 (Phillips) to forward this to the City Council for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final

Action 7/14/2025

Can action be taken at a later date: No The required public notice will be published in the *Portland Press Herald* on July 2, 2025.

Does this item involve a new contract with the City: Yes. Corporation Counsel has reviewed and approved the Agreement.

PRESENTATION: Greg Watson/5 Minutes

I. SUMMARY

This item and companion items would approve the Portland Tourism Municipal Development District for Fiscal Year 2025/2026.

II. AGENDA DESCRIPTION

The District was originally approved by the City Council to begin with the second half of FY2024 – January 1, 2024, through June 30, 2024 and was then approved for its first full year beginning with FY2025, so FY2026 would be the second full year of operation.

For FY2026, City Council authorization is needed for the continued operation of the District, which includes: (1) Adopting the Development Program; (2) Establishment of Assessments for the District; and, (3) Authorizing the Agreement.

The revenue raised through the special assessment will fund the District's Development Program expenses for FY2026. The proposed assessment formula is detailed in the Staff Analysis section of this memo.

The Housing and Economic Development Committee reviewed this item at its June 17, 2025 meeting, and voted 3-1 (Phillips) to forward this to the City Council with a recommendation to approve the District.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Visit Portland (VP), a/k/a Greater Portland Convention and Visitors Bureau, had originally approached the City indicating a need for the District as they were underfunded compared with other Destination Marketing Organizations (DMO), the majority of which are funded by lodging taxes and/or tourism development districts. Historically, VP had been largely funded by annual membership dues and advertising revenue. At that time, VP reported that their then current annual budget was less than half-a-million dollars, while pre-pandemic budgets had exceeded \$1M. Other DMOs of similar size to VP have operating budgets of anywhere from \$2.3 Million to \$14 Million. In order to be sustainable, VP requested the creation of the District.

In consultation with Corporation Counsel's office and outside counsel, it was determined that the District could be established using assessments similar to the Portland Downtown District (PDD). An assessment would be placed on non-seasonal lodging houses within the District of 40 or more rooms, at 1.5% per room sold. The larger lodging houses in the District were targeted for this level of financial contribution due to the programming that would occur through the District for tourism, economic development, and conferences.

Using data from 2024, it is estimated that an assessment rate of 1.5% per room sold would bring in an estimated \$1.445 Million in assessments for FY2026. The City's administrative fee is 10% of assessments collected, which would net VP an estimated \$1.3 Million for FY2026. See attached listing of the contributing lodging houses and estimated assessments.

With the District in place, VP has a sustainable source of funding to keep Portland competitive as a tourist and convention destination and provide assurances for additional marketing efforts needed during seasonal or economic downturns. VP targets national audiences and capitalizes on growth markets to drive high value, overnight offseason travel to the area, and solidify Portland as a year-round destination. These efforts bolster hotels, restaurants, and retail, their employees, and the multitude of local business contracts needed to run these establishments.

VP tracks results to show a return on investment as a result of the District.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result would be for the Portland City Council to approve the District in a similar fashion as it does annually for the PDD, which would include approving the Development Program, Assessment Fee, and Agreement.

V. FINANCIAL IMPACT

As the City negotiated a 10% administrative fee during the initial District approval to be retained by the City, there is no financial impact to the City. Administrative fees are intended to cover staff costs associated with the administration of the program, as well as provide funding for City infrastructure needs impacted by increased tourism, including but not limited to, new public restrooms and maintenance, new trash receptacles and maintenance, public benches, and transportation.

For FY25, the City collected \$143,205.21 for our 10% administrative fee. No amount was collected in excess of the 10%. This fee was appropriated within the FY25 operating budget to cover costs related to administration of the program, with no amount set aside for future infrastructure investments or costs. The FY26 administrative fee is expected to rise slightly to an estimated \$144,500 and was appropriated by Council as part of the FY26 operating budget approval in June 2025.

VI. STAFF ANALYSIS AND BACKGROUND

The intended result would be for the Portland City Council to approve the District in a similar fashion as it does annually for the PDD, which would include approving the Development Program, Assessment Fee, and Agreement.

VII. RECOMMENDATION

The Housing and Economic Development Committee reviewed this at their June 17, 2025, meeting and voted 3-1 (Phillips) to forward this to the City Council for approval.

VIII. LIST ATTACHMENTS

1. Order 4 - Adopting the Development Program for the Portland Tourism Municipal Development District
2. PTDD Redlined Development Plan 6-11-2025
3. PTDD Cln Development Plan 6-11-2025
4. 2025.08.11 Public Comment - Order 4

Prepared by:

Greg Watson, Director

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER DESIGNATING THE PORTLAND TOURISM MUNICIPAL DEVELOPMENT
DISTRICT AND ADOPTING THE DEVELOPMENT PROGRAM FOR THE DISTRICT
FOR FISCAL YEAR 2025-2026**

ORDERED, that pursuant to 30-A M.R.S. Section 5224, after public hearing, the City Council of the City of Portland hereby designates the Portland Tourism Municipal Development District and adopts the Development Program submitted by the City Manager, in substantially the form as attached hereto, for the fiscal year 2025-2026.

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

City Council

City of Portland

June __, 2025

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by Exhibit C and Exhibit D hereto.

~~C. — The Projects~~
C. Services and Programming

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

<u>Project Services</u> <u>and</u> <u>Programming</u>	FY 2026 Cost Estimate*
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<u>A. Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per- click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	\$791,949
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| <ul style="list-style-type: none">• Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;• Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties;• Research on current and new markets that would result in additional room night sales to assessed lodging properties | |
|--|--|

<u>Project Services</u> <u>and</u> <u>Programming</u>	FY 2026 Cost Estimate*
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements, including maintenance activities, that enhance Portland’s competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds may shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, cost analysis and investment strategy, and apprenticeship/ or educational programming as seasonality requires, and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources.	\$100,000
C. <u>District Administration</u> The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	\$533,692
D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses and results of the Districtdistrict specific to the servicesServices and programmingProgramming and the return on investment as it relates to be recordedbenefiting the property owners in room nights sold, lodging properties occupancy percentages, and revenues generatedthe district and community related impact such as workforce programs.	\$20,000

<u>Project Services</u> <u>and</u> <u>Programming</u>	FY 2026 Cost Estimate*
Total	\$1,445,641

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2026 fiscal year July 1, 2025 – June 30, 2026, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property, for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2025, District begin date, the budget is based on July 1, 2025, to June 30, 2026, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2025 District begin date, the District is expected to have a budget (FY2026) of approximately \$1,445,641 based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on _____ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City _____ on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on , at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2024, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

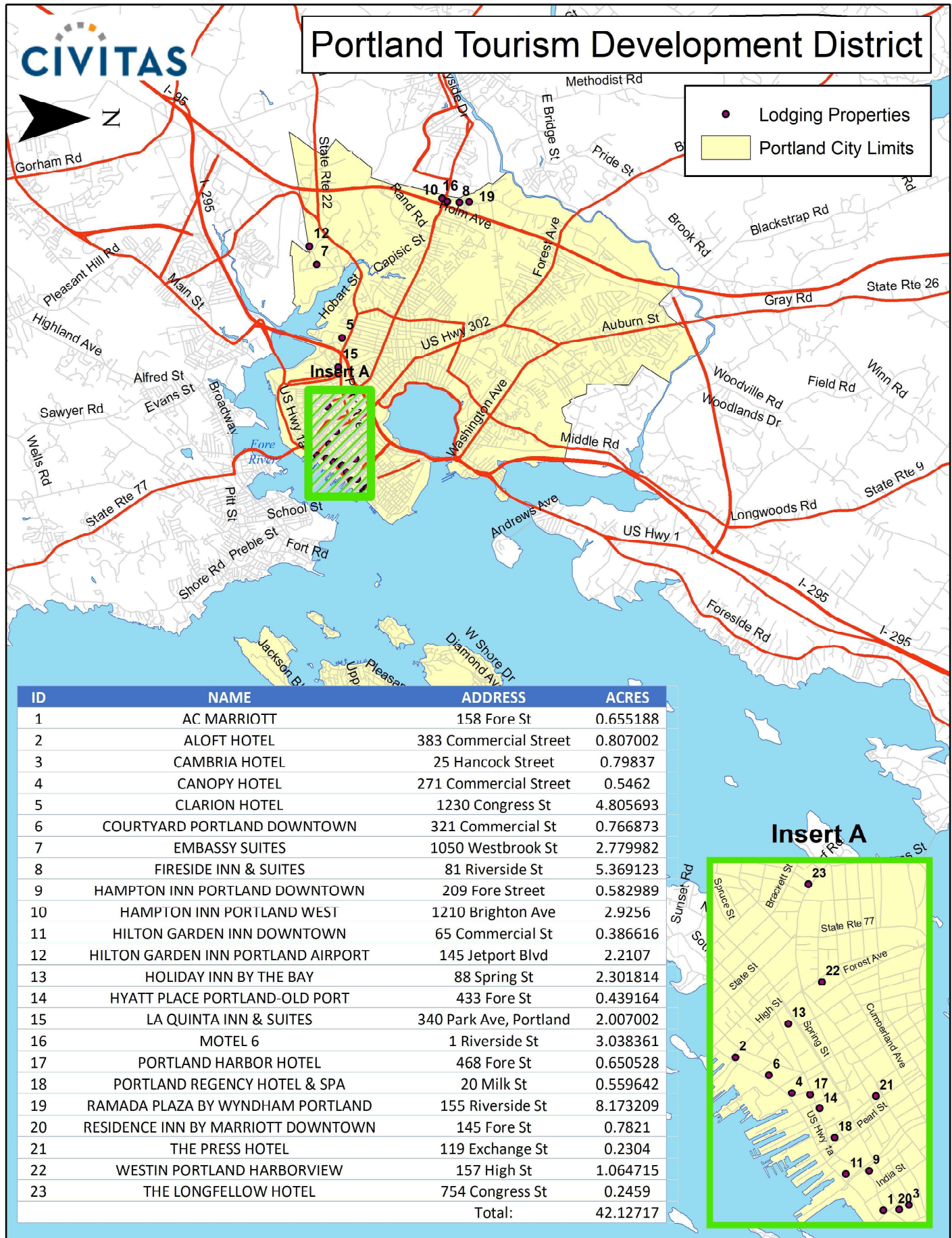


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2026

SECTION A. Acreage Caps		
1. Total municipal acreage;	13,785.6	
2. Acreage of proposed Municipal Development District;	42.1269	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2% limit;	42.1269	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.3056%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	847.5118
	Proposed	42.1269
	Total:	889.6387
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	416.1688	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	443.47	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.2169%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	42.1269	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2026

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;	N/A	
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	N/A	
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	Existing	N/A
		Proposed	N/A
		Total:	N/A
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	N/A	
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	N/A	
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	N/A	
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	N/A	

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE		DATE	4/11/2025
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME	Elisa Marr		
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Listing of Existing TIF Districts

4/11/2025

Active and Proposed TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
Downtown TOD TIF	FY2015-16/FY2044-45	\$964,702,263	416.1688
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty Street AHTIF	FY2023/2024/FY2052-53	\$0	1.6750
25 Casco Street AHTIF	FY2024-2025/FY2053-54	\$0	0.312
Riverton Park	FY2024-2025/FY2043-44	\$0	19.8649
70 E. Oxford		\$0	0.560
Portland Tourism Dev. District	n/a	n/a	42.1269
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,526,583	889.6387
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$964,702,263	-416.1688
Totals for Caps:		\$157,853,850	443.470
FY2023 Aggregate Total Value:		\$14,872,866,446	
Total Acreage for Ptlid:			13,785.600
5% Allowed to be TIF'd:		\$743,643,322	689.280
Current Amounts TIF'd:		\$157,853,850	443.470
Amount Remaining that can be TIF'd:		\$585,789,472	245.810

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

City Council

City of Portland

June __, 2025

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by **Exhibit C** and **Exhibit D** hereto.

C. Services and Programming

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Services and Programming	FY 2026 Cost Estimate*
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<u>A. Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per- click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	\$791,949
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|--|--|

Services and Programming	FY 2026 Cost Estimate*
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements, including maintenance activities, that enhance Portland’s competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, apprenticeship or educational programming as seasonality requires, and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources.	\$100,000
C. <u>District Administration</u> The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	\$533,692
D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses and results of the district specific to the Services and Programming and the return on investment as it relates to benefiting the property owners in the district and community related impact such as workforce programs.	\$20,000

Services and Programming	FY 2026 Cost Estimate*
Total	\$1,445,641

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2026 fiscal year July 1, 2025 – June 30, 2026, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property, for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2025, District begin date, the budget is based on July 1, 2025, to June 30, 2026, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2025 District begin date, the District is expected to have a budget (FY2026) of approximately \$1,445,641 based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on _____ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City _____ on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on , at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2024, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

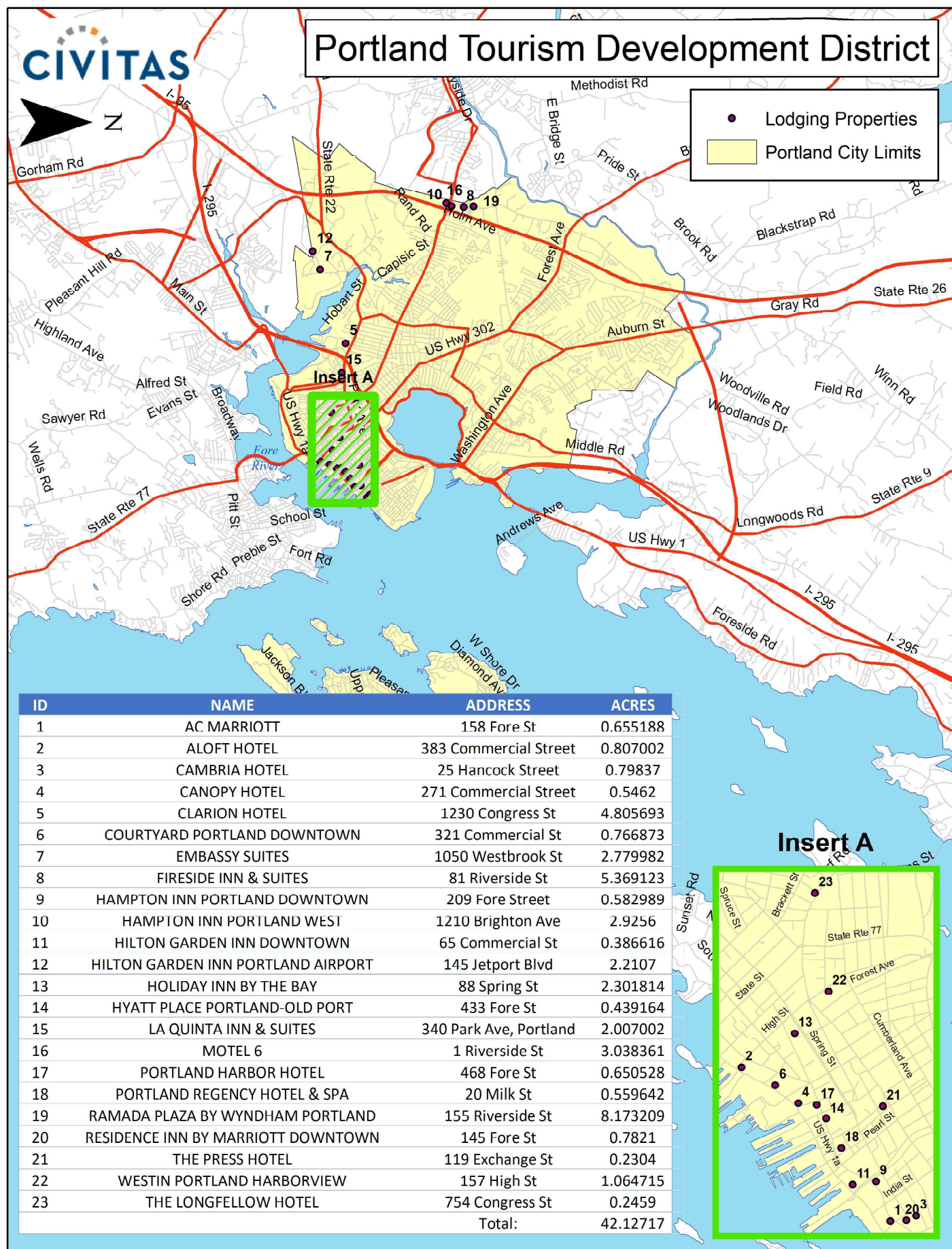


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2026

SECTION A. Acreage Caps		
1. Total municipal acreage;	13,785.6	
2. Acreage of proposed Municipal Development District;	42.1269	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2% limit;	42.1269	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.3056%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	847.5118
	Proposed	42.1269
	Total:	889.6387
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	416.1688	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	443.47	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.2169%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	42.1269	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2026

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;	N/A	
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	N/A	
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts:	Existing	N/A
	District Name/OAV District Name/OAV District Name/OAV	Proposed	N/A
	District Name/OAV District Name/OAV District Name/OAV	Total:	N/A
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	N/A	
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	N/A	
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	N/A	
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	N/A	

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE		DATE	4/11/2025
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME	Elisa Marr		
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Listing of Existing TIF Districts

4/11/2025

Active and Proposed TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
Downtown TOD TIF	FY2015-16/FY2044-45	\$964,702,263	416.1688
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty Street AHTIF	FY2023/2024/FY2052-53	\$0	1.6750
25 Casco Street AHTIF	FY2024-2025/FY2053-54	\$0	0.312
Riverton Park	FY2024-2025/FY2043-44	\$0	19.8649
70 E. Oxford		\$0	0.560
Portland Tourism Dev. District	n/a	n/a	42.1269
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,526,583	889.6387
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$964,702,263	-416.1688
Totals for Caps:		\$157,853,850	443.470
FY2023 Aggregate Total Value:		\$14,872,866,446	
Total Acreage for Ptlid:			13,785.600
5% Allowed to be TIF'd:		\$743,643,322	689.280
Current Amounts TIF'd:		\$157,853,850	443.470
Amount Remaining that can be TIF'd:		\$585,789,472	245.810

Order 4-25/26

Sam Aborne samuel.l.aborne@gmail.com via portlandmaine.gov
Fri, Aug 8, 9:05 AM (3 days ago)
to publiccomment

Order Number: 4-25/26

SAMUEL ABORNE
22 Dow Street

Let's unburden this program.

We have an amazing opportunity through our visit Portland initiative to grow our economy and encourage Portland to be a city people want to visit, explore, and host conferences in without needing to raise taxes on our citizens through the visit Portland efforts.

However we are burdening the program and their impact. and taking resources away from them through a 10% fee on their proceeds to pay for "administrative expenses".

Lets call this what it is. This is a 10% tax on a program we should be investing in and not taxing. We need to work for our citizens and not against them.

I would encourage you to establish a cost per invoice to process that is reasonable instead of by my estimates of almost 3,000.00 an invoice. How do i get to 3,0000 dollars 46 invoices for 144,000 in fees. This is excessive. Lets unburden this program and amend the current order to no more than 20.00 an invoice. This would be roughly an hour of work per invoice. If the city can't deliver that service perhaps they can hire a diversity owned accountant with quick books to process these.

As a council you can set this right and enable these resources to be spent as they are intended and not on excessive overhead cost.

Change the direction. Make this program thrive remove this burden.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 16, 2025

SUBJECT: Order 5-25/26 Establishing Implementation Assessments for the Portland Tourism Municipal Development District for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No

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

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order 5 - Establishing Implementation Assessments for the Portland Tourism Municipal Development District (2)
2. Listing of Hotels and Assessments

Prepared by:

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ESTABLISHING IMPLEMENTATION ASSESSMENTS FOR THE
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT FOR FISCAL
YEAR 2025-2026**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$1,445,641.80 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Portland Tourism Municipal Development District, to fund implementation costs for such district for the period beginning July 1, 2025 and ending on June 30, 2026; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Portland Tourism Municipal Development, which real estate listing is attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2025 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

EXHIBIT A

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT- FY2026 - 4/11/2025	Address	Chart-Block-Lot	Acreage		Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE JUNE 2024)	Estimated Assessment for FY2026, Based on 50% ADR * 1.5% Assessment	10% of Assement Fee to City Adm.
Hotel Name										
- Economy Class							50.0%	\$78.49	1.50%	10%
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384		128	46,720	23,360	\$1,833,526.40	\$27,502.90	\$2,750.29
- Midscale Class							50.0%	\$100.39	1.50%	10%
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173		119	43,435	21,718	\$2,180,219.83	\$32,703.30	\$3,270.33
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691		200	73,000	36,500	\$3,664,235.00	\$54,963.53	\$5,496.35
- Upper Midscale Class							50.0%	\$134.21	1.50%	10%
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007		105	38,325	19,163	\$2,571,799.13	\$38,576.99	\$3,857.70
Clarion Hotel Airport	1230 Congress St	189 A014001	4.8057		149	54,385	27,193	\$3,649,505.43	\$54,742.58	\$5,474.26
Hampton Inn Portland Downtown - Waterfront	209 Fore Street	029 L00100H	0.5829		125	45,625	22,813	\$3,061,665.63	\$45,924.98	\$4,592.50
Holiday Inn By The Bay	88 Spring St	039 E010001	2.3018		239	87,235	43,618	\$5,853,904.68	\$87,808.57	\$8,780.86
Hampton Inn & Suites Portland West	1210 Brighton Ave	265 A001001	2.9256		86	31,390	15,695	\$2,106,425.95	\$31,596.39	\$3,159.64
- Upscale Class							50%	\$165.25	1.5%	10%
Residence Inn By Marriott Portland Downtown/Waterfront	145 Fore St	020 C010001	0.7821		179	65,335	32,668	\$5,398,304.38	\$80,974.57	\$8,097.46
Hilton Garden Inn Portland Downtown Waterfront	65 Commercial St	029 K003001	0.3866		120	43,800	21,900	\$3,618,975.00	\$54,284.63	\$5,428.46
AC Hotel by Marriott Portland Downtown/Waterfront	158 Fore St	019 B020001	0.6552		178	64,970	32,485	\$5,368,146.25	\$80,522.19	\$8,052.22
Courtyard by Marriott Portland Downtown/Waterfront	321 Commercial St	040 E00300H	0.767		132	48,180	24,090	\$3,980,872.50	\$59,713.09	\$5,971.31
Hyatt Place Portland-Old Port	433 Fore St	032 I042001	0.4392		130	47,450	23,725	\$3,920,556.25	\$58,808.34	\$5,880.83
Cambria Hotel Portland Downtown / Old Port	25 Hancock Street	020 C009001	0.7983		102	37,230	18,615	\$3,076,128.75	\$46,141.93	\$4,614.19
Aloft Portland Maine	379 Commercial Street	042 A001001	0.807		157	57,305	28,653	\$4,734,825.63	\$71,022.38	\$7,102.24
Hilton Garden Inn Portland Airport	145 Jetport Blvd	209A A016002	2.2107		76	27,740	13,870	\$2,292,017.50	\$34,380.26	\$3,438.03
- Upper Upscale Class							50%	\$222.32	1.5%	10%
The Press Hotel, Autograph Collection	119 Exchange St	032 C001001	0.2304		110	40,150	20,075	\$4,463,074.00	\$66,946.11	\$6,694.61
Portland Regency Hotel & Spa	20 Milk St	029 R001001	0.5596		95	34,675	17,338	\$3,854,473.00	\$57,817.10	\$5,781.71
The Westin Portland Harborview	157 High St	037 E007001	1.0647		289	105,485	52,743	\$11,725,712.60	\$175,885.69	\$17,588.57
Canopy by Hilton Portland Waterfront	9 Center Street	038 G005001	0.5462		135	49,275	24,638	\$5,477,409.00	\$82,161.14	\$8,216.11
Embassy Suites by Hilton Portland Maine	1050 Westbrook St	210A A005001	2.78		120	43,800	21,900	\$4,868,808.00	\$73,032.12	\$7,303.21
The Longfellow Hotel	754 Congress St.	054 G001001	0.2459		48	17,520	8,760	\$1,947,523.20	\$29,212.85	\$2,921.28
- Luxury Class							50%	\$380.06	1.50%	10%
Portland Harbor Hotel	468 Fore St	038 F009001	0.6505		97	35,405	17,703	\$6,728,012.15	\$100,920.18	\$10,092.02
Totals:			42.1269					\$94,428,597.03	\$1,445,641.80	\$144,564.18

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT- FY2026 - 4/11/2025	Address	Chart-Block-Lot	Acreage		Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE JUNE 2024)	Estimated Assessment for FY2026, Based on 50% ADR * 1.5% Assessment	10% of Assesment Fee to City Adm.
Hotel Name										
- Economy Class							50.0%	\$78.49	1.50%	10%
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384		128	46,720	23,360	\$1,833,526.40	\$27,502.90	\$2,750.29
- Midscale Class							50.0%	\$100.39	1.50%	10%
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173		119	43,435	21,718	\$2,180,219.83	\$32,703.30	\$3,270.33
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691		200	73,000	36,500	\$3,664,235.00	\$54,963.53	\$5,496.35
- Upper Midscale Class							50.0%	\$134.21	1.50%	10%
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007		105	38,325	19,163	\$2,571,799.13	\$38,576.99	\$3,857.70
Clarion Hotel Airport	1230 Congress St	189 A014001	4.8057		149	54,385	27,193	\$3,649,505.43	\$54,742.58	\$5,474.26
Hampton Inn Portland Downtown - Waterfront	209 Fore Street	029 L00100H	0.5829		125	45,625	22,813	\$3,061,665.63	\$45,924.98	\$4,592.50
Holiday Inn By The Bay	88 Spring St	039 E010001	2.3018		239	87,235	43,618	\$5,853,904.68	\$87,808.57	\$8,780.86
Hampton Inn & Suites Portland West	1210 Brighton Ave	265 A001001	2.9256		86	31,390	15,695	\$2,106,425.95	\$31,596.39	\$3,159.64
- Upscale Class							50%	\$165.25	1.5%	10%
Residence Inn By Marriott Portland Downtown/Waterfront	145 Fore St	020 C010001	0.7821		179	65,335	32,668	\$5,398,304.38	\$80,974.57	\$8,097.46
Hilton Garden Inn Portland Downtown Waterfront	65 Commercial St	029 K003001	0.3866		120	43,800	21,900	\$3,618,975.00	\$54,284.63	\$5,428.46
AC Hotel by Marriott Portland Downtown/Waterfront	158 Fore St	019 B020001	0.6552		178	64,970	32,485	\$5,368,146.25	\$80,522.19	\$8,052.22
Courtyard by Marriott Portland Downtown/Waterfront	321 Commercial St	040 E00300H	0.767		132	48,180	24,090	\$3,980,872.50	\$59,713.09	\$5,971.31
Hyatt Place Portland-Old Port	433 Fore St	032 I042001	0.4392		130	47,450	23,725	\$3,920,556.25	\$58,808.34	\$5,880.83
Cambria Hotel Portland Downtown / Old Port	25 Hancock Street	020 C009001	0.7983		102	37,230	18,615	\$3,076,128.75	\$46,141.93	\$4,614.19
Aloft Portland Maine	379 Commercial Street	042 A001001	0.807		157	57,305	28,653	\$4,734,825.63	\$71,022.38	\$7,102.24
Hilton Garden Inn Portland Airport	145 Jetport Blvd	209A A016002	2.2107		76	27,740	13,870	\$2,292,017.50	\$34,380.26	\$3,438.03
- Upper Upscale Class							50%	\$222.32	1.5%	10%
The Press Hotel, Autograph Collection	119 Exchange St	032 C001001	0.2304		110	40,150	20,075	\$4,463,074.00	\$66,946.11	\$6,694.61
Portland Regency Hotel & Spa	20 Milk St	029 R001001	0.5596		95	34,675	17,338	\$3,854,473.00	\$57,817.10	\$5,781.71
The Westin Portland Harborview	157 High St	037 E007001	1.0647		289	105,485	52,743	\$11,725,712.60	\$175,885.69	\$17,588.57
Canopy by Hilton Portland Waterfront	9 Center Street	038 G005001	0.5462		135	49,275	24,638	\$5,477,409.00	\$82,161.14	\$8,216.11
Embassy Suites by Hilton Portland Maine	1050 Westbrook St	210A A005001	2.78		120	43,800	21,900	\$4,868,808.00	\$73,032.12	\$7,303.21
The Longfellow Hotel	754 Congress St.	054 G001001	0.2459		48	17,520	8,760	\$1,947,523.20	\$29,212.85	\$2,921.28
- Luxury Class							50%	\$380.06	1.50%	10%
Portland Harbor Hotel	468 Fore St	038 F009001	0.6505		97	35,405	17,703	\$6,728,012.15	\$100,920.18	\$10,092.02
Totals:			42.1269					\$94,428,597.03	\$1,445,641.80	\$144,564.18

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 16, 2025

SUBJECT: Order 6-25/26 Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland, Doing Business as Visit Portland for Fiscal Year 2025-2026 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No

Does this item involve a new contract with the City: Yes, Corporation Counsel has reviewed and approved.

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order 6 - Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland
2. PTDD Redlined Agreement & Dev Plan 6-11-2025
3. PTDD Cln Agreement & Dev Plan 6-11-2025

Prepared by:

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE DEVELOPMENT PROGRAM MANAGER AGREEMENT
BETWEEN THE CITY OF PORTLAND AND CONVENTION AND VISITORS'
BUREAU OF GREATER PORTLAND, DOING BUSINESS AS VISIT PORTLAND, FOR
FISCAL YEAR 2025-2026**

ORDERED, that the Agreement between the City of Portland and the Convention and Visitors' Bureau of Greater Portland, doing business as Visit Portland, is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to enter into said Agreement in substantially the form attached hereto, and any other documents necessary to effect the intent of this Order, to carry out the Development Plan for the Portland Tourism Municipal Development District for the period from and after its Effective Date and ending June 30, 2026.

**AGREEMENT
BETWEEN THE CITY
OF PORTLAND AND
VISIT PORTLAND**

This AGREEMENT made as of the 1st day of July, 2025, (the “Effective Date”) is by and between the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the “City”) and the CONVENTION AND VISITORS’ BUREAU OF GREATER PORTLAND, doing business as VISIT PORTLAND, a Maine non-profit corporation with a mailing address of 1375 Congress Street, Portland, Maine 04102 (“Visit Portland”) (collectively referred to as (the “Parties”).

WHEREAS, by Council Orders _____, and dated _____, 2025, the City has approved a tourism economic development district designated as the ***Portland Tourism Municipal Development District*** (the “District”), the Development Program (defined below), including a map of the District, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Visit Portland has been designated as the independent, non-profit corporation that shall manage the District as the Development Program Manager; and

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby mutually agree as follows:

ARTICLE I. Term

The term of this Agreement shall commence with the establishment of the District, and shall expire on June 30, 2026 (“the Term”).

ARTICLE II. Financial Considerations

- a. The City Council has approved the Portland Tourism Municipal Development District Development Program for the District (“the Development Program”) and the special assessment rate that provides funding to support the Development Program.
- b. The City shall make assessments (the “Assessments”) on all non-seasonal lodging properties with forty (40) rooms or more located within the boundaries of the District (each a “District Property”) in accordance with the Development Program as authorized by the City Council and permitted by law.

- c. The City shall remit the Assessments to Visit Portland within thirty (30) days of collection, less the administrative fee of ten percent (10%) of District revenue as described in the Development Program. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district.
- d. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be subject to the City's administrative fee described in the Development Plan and less any amounts remaining to be reimbursed under a prior year Agreement with the City. City will provide Visit Portland with written detail as to any deductions taken from payments under this paragraph.
- e. Notwithstanding the foregoing, Visit Portland agrees that it will neither encumber funds that it anticipates receiving from the District Assessments nor incur expenditures in anticipation of receipt of such funds except in accordance with the Development Program.
- f. Visit Portland has approved Visit Portland's budget and Development Program, covering the period beginning on July 1, 2025, and ending on June 30, 2026, and the City Council has approved the assessment that provides funding to support Visit Portland's budget and Development Program.
- g. Any penalties and interest collected by the City for nonpayment of assessments shall be retained by the City. Such penalties and interest shall be equivalent to penalties and interest for nonpayment of property taxes.
- h. Visit Portland will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- i. Visit Portland will produce an annual report to be submitted to the City reflecting all projects, expenses, and returns on investments of the District. Any audits needed to verify collection assessment will be paid for by Visit Portland. The City may require reporting and conduct an audit without cause no more than once during the Term to verify remittance in accordance with the assessment formula.

Visit Portland shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Visit Portland's books and records particular to the District expenditures.

ARTICLE III. Services To Be Provided By Visit Portland

During the Term, Visit Portland shall:

- a. Provide the services described herein and in the Development Program.
- b. Provide staff and administrative services sufficient for the performance of the services described herein and in the Development Program.
- c. ~~Establish~~Maintain a corporate Board of Directors whose members fairly represent a cross section of District Property owners or their designees in the District, and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.
- d. ~~Establish~~Maintain a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Visit Portland.
- e. Provide liaison between the City, the District property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the District.
- f. Maintain all minutes and records of Visit Portland proceedings as may be required.
- g. Post meeting minutes related to the District online.

~~g.~~h. Nothing in this Agreement is intended to or shall be construed to limit Visit Portland's general powers, as set forth in the Maine Non-profit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE IV. Termination

- a. The District will commence upon the date of its establishment by the City Council and continue indefinitely in accordance with applicable law until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law. The City has and reserves the right to suspend, terminate or abandon the execution of any work by Visit Portland upon receipt of a petition dissolving the District.

- b. This Agreement may be terminated by either Party for good cause. If Visit Portland or the City should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice of complaint from the City Manager or Visit Portland specifying such failure, either Party may provide the other with notice of failure to perform the Agreement as provided herein. Upon receipt of notice, Visit Portland or the City shall have a ninety (90) day period, computed from the date of delivery of the notice of failure to perform, within which the affected Party may provide a written plan to remedy the complaint. In the event that a determination is made at the expiration of the ninety (90) day period that the complaint is unresolved, either Party may declare their intent to terminate the Agreement and identify the specific date of termination with a written notice. Either Party shall have the right to appeal the decision to the other. Either Party shall file such appeal within seven (7) business days from the date the Party receives the notice of termination. If such appeal does not remedy the complaint, consideration for termination of this Agreement would be subject to a vote of the City Council.
- c. Nothing herein shall be construed as giving Visit Portland the right to perform the work contemplated under this Agreement beyond the time that the City Council terminates this Agreement. In case Visit Portland should be discharged before all the services contemplated in this Agreement have been completed, or the services for any reason should be stopped, either because of the expiration of the Term or because of the inability of Visit Portland to fulfill its obligations under this Agreement, Visit Portland shall be reimbursed for all services satisfactorily performed prior to the effective date of termination in accordance with Article II hereof, but only to the extent that sufficient Assessments have been received by the City to make such reimbursement. After termination of the Agreement, Visit Portland shall:
1. With respect to existing activities, take only such actions as the City Manager shall direct;
 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Visit Portland in and to all existing orders and agreements.
 3. To the extent rights, title and interests of Visit Portland in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Visit Portland shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
 4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Visit Portland as part

of or in connection with the work.

5. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be returned to the City and appropriated for the purposes of the Development Program, subject to the approval of the City Council.

ARTICLE V. Assignment

Visit Portland covenants and agrees that it will neither assign nor transfer any rights here under, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VI. Performance of Services

All services performed by Visit Portland under this Agreement, or by third parties paid with funds provided under this Agreement, shall be performed in a good, workman like fashion and in accordance with all applicable professional and industry standards.

ARTICLE VII. Compliance with Law

Visit Portland will comply with all provisions of Federal, State, and local law, applicable to the services provided under this Agreement. Visit Portland further agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with all applicable provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. Visit Portland specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a

claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by Visit Portland where appropriate.

ARTICLE VIII. Indemnification

- a. Visit Portland shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
 1. To the fullest extent permitted by law, Visit Portland shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Visit Portland, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
 2. All claims and liens of Visit Portland's consultants, subcontractors, and their laborers, mechanics, material men, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification and shall not be limited by any provision for insurance contained in this Agreement.
- b. Notwithstanding the foregoing, nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

ARTICLE IX. Insurance

- a. Neither Visit Portland nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, Visit Portland shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim.
- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Visit Portland shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Visit Portland shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Visit Portland shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Visit Portland shall provide City with a complete copy of any of the above-referenced policies. Visit Portland shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). City's acceptance or lack of acceptance of Visit Portland's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Visit Portland's obligation to obtain and maintain such insurance as required by this agreement.

Article X. No Joint Venture; Independent Contractors

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal

- representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.
- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
 - c. Nothing in this Agreement is intended to or does prohibit Visit Portland or the City from entering into any other contractual relationship with each other or any third party.

Article XI. Miscellaneous Provisions

- a. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

- b. This Agreement and its attachments represent the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the City and Visit Portland.
- c. Visit Portland warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of Visit Portland has the authority to do so.
- d. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2025

WITNESS

CITY OF PORTLAND

By: _____
Danielle P. West
Its City Manager

WITNESS

**CONVENTION AND VISITORS'
BUREAU OF GREATER
PORTLAND**

By: _____
Print Name:
Its: _____

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

City Council

City of Portland

June __, 2025

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by Exhibit C and Exhibit D hereto.

~~C. — The Projects~~

C. Services and Programming

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

<u>Project Services</u> <u>and</u> <u>Programming</u>	FY 2026 Cost Estimate*
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<u>A. Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per- click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	\$791,949
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- | | |
|--|--|
| <ul style="list-style-type: none">• Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;• Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties;• Research on current and new markets that would result in additional room night sales to assessed lodging properties | |
|--|--|

<u>Project Services</u> <u>and</u> <u>Programming</u>	FY 2026 Cost Estimate*
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements, including maintenance activities, that enhance Portland’s competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds may shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, cost analysis and investment strategy, and apprenticeship/ or educational programming as seasonality requires., and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources.	\$100,000
C. <u>District Administration</u> The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	\$533,692
D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses and results of the Districtdistrict specific to the servicesServices and programmingProgramming and the return on investment as it relates to be recordedbenefiting the property owners in room nights sold, lodging properties occupancy percentages, and revenues generated.the district and community related impact such as workforce programs.	\$20,000

<u>Project Services</u> <u>and</u> <u>Programming</u>	FY 2026 Cost Estimate*
Total	\$1,445,641

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2026 fiscal year July 1, 2025 – June 30, 2026, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property, for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2025, District begin date, the budget is based on July 1, 2025, to June 30, 2026, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2025 District begin date, the District is expected to have a budget (FY2026) of approximately \$1,445,641 based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on _____ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City _____ on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on , at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2024, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

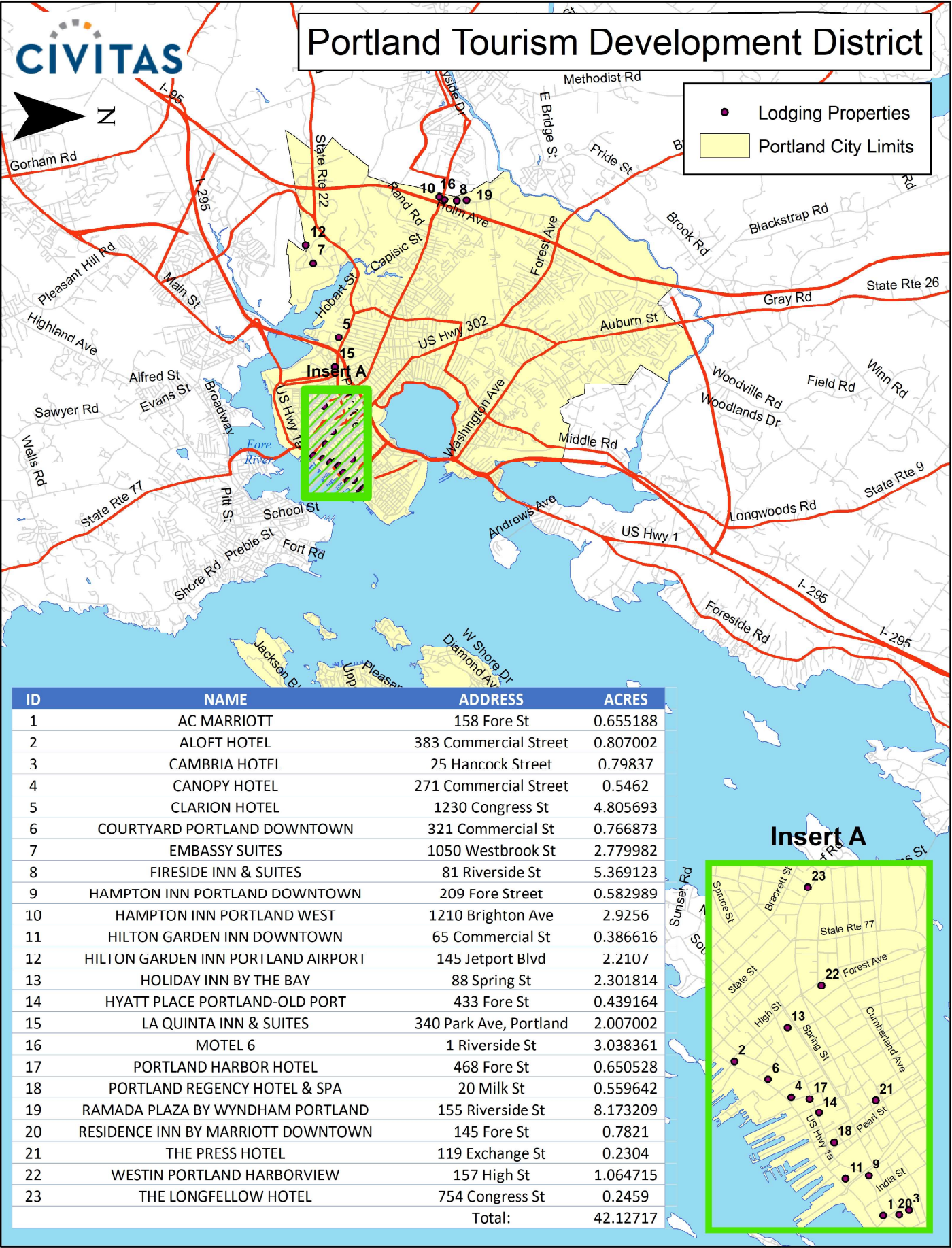


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2026

SECTION A. Acreage Caps		
1. Total municipal acreage;	13,785.6	
2. Acreage of proposed Municipal Development District;	42.1269	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2% limit;	42.1269	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.3056%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	847.5118
	Proposed	42.1269
	Total:	889.6387
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	416.1688	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	443.47	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.2169%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	42.1269	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2026

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;		N/A
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;		N/A
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts:		Existing
	District Name/OAV	District Name/OAV	District Name/OAV
	District Name/OAV	District Name/OAV	District Name/OAV
			Proposed
			Total:
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;		N/A
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:		N/A
	District Name/OAV	District Name/OAV	
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:		N/A
	District Name/OAV	District Name/OAV	
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:		N/A
	District Name/OAV	District Name/OAV	
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above:		N/A
	District Name/OAV	District Name/OAV	District Name/OAV
	District Name/OAV	District Name/OAV	District Name/OAV
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;		N/A
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).		N/A

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE		DATE	4/11/2025
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME	Elisa Marr		
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Listing of Existing TIF Districts

4/11/2025

Active and Proposed TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
Downtown TOD TIF	FY2015-16/FY2044-45	\$964,702,263	416.1688
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty Street AHTIF	FY2023/2024/FY2052-53	\$0	1.6750
25 Casco Street AHTIF	FY2024-2025/FY2053-54	\$0	0.312
Riverton Park	FY2024-2025/FY2043-44	\$0	19.8649
70 E. Oxford		\$0	0.560
Portland Tourism Dev. District	n/a	n/a	42.1269
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,526,583	889.6387
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$964,702,263	-416.1688
Totals for Caps:		\$157,853,850	443.470
FY2023 Aggregate Total Value:		\$14,872,866,446	
Total Acreage for Ptd:			13,785.600
5% Allowed to be TIF'd:		\$743,643,322	689.280
Current Amounts TIF'd:		\$157,853,850	443.470
Amount Remaining that can be TIF'd:		\$585,789,472	245.810

**AGREEMENT
BETWEEN THE CITY
OF PORTLAND AND
VISIT PORTLAND**

This AGREEMENT made as of the 1st day of July, 2025, (the “Effective Date”) is by and between the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the “City”) and the CONVENTION AND VISITORS’ BUREAU OF GREATER PORTLAND, doing business as VISIT PORTLAND, a Maine non-profit corporation with a mailing address of 1375 Congress Street, Portland, Maine 04102 (“Visit Portland”) (collectively referred to as (the “Parties”).

WHEREAS, by Council Orders _____, and dated _____, 2025, the City has approved a tourism economic development district designated as the ***Portland Tourism Municipal Development District*** (the “District”), the Development Program (defined below), including a map of the District, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Visit Portland has been designated as the independent, non-profit corporation that shall manage the District as the Development Program Manager; and

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby mutually agree as follows:

ARTICLE I. Term

The term of this Agreement shall commence with the establishment of the District, and shall expire on June 30, 2026 (“the Term”).

ARTICLE II. Financial Considerations

- a. The City Council has approved the Portland Tourism Municipal Development District Development Program for the District (“the Development Program”) and the special assessment rate that provides funding to support the Development Program.
- b. The City shall make assessments (the “Assessments”) on all non-seasonal lodging properties with forty (40) rooms or more located within the boundaries of the District (each a “District Property”) in accordance with the Development Program as authorized by the City Council and permitted by law.

- c. The City shall remit the Assessments to Visit Portland within thirty (30) days of collection, less the administrative fee of ten percent (10%) of District revenue as described in the Development Program. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district.
- d. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be subject to the City's administrative fee described in the Development Plan and less any amounts remaining to be reimbursed under a prior year Agreement with the City. City will provide Visit Portland with written detail as to any deductions taken from payments under this paragraph.
- e. Notwithstanding the foregoing, Visit Portland agrees that it will neither encumber funds that it anticipates receiving from the District Assessments nor incur expenditures in anticipation of receipt of such funds except in accordance with the Development Program.
- f. Visit Portland has approved Visit Portland's budget and Development Program, covering the period beginning on July 1, 2025, and ending on June 30, 2026, and the City Council has approved the assessment that provides funding to support Visit Portland's budget and Development Program.
- g. Any penalties and interest collected by the City for nonpayment of assessments shall be retained by the City. Such penalties and interest shall be equivalent to penalties and interest for nonpayment of property taxes.
- h. Visit Portland will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- i. Visit Portland will produce an annual report to be submitted to the City reflecting all projects expenses, and returns on investments of the District. Any audits needed to verify collection assessment will be paid for by Visit Portland. The City may require reporting and conduct an audit without cause no more than once during the Term to verify remittance in accordance with the assessment formula.

Visit Portland shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Visit Portland's books and records particular to the District expenditures.

ARTICLE III. Services To Be Provided By Visit Portland

During the Term, Visit Portland shall:

- a. Provide the services described herein and in the Development Program.
- b. Provide staff and administrative services sufficient for the performance of the services described herein and in the Development Program.
- c. Maintain a corporate Board of Directors whose members fairly represent a cross section of District Property owners or their designees in the District, and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.
- d. Maintain a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Visit Portland.
- e. Provide liaison between the City, the District property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the District.
- f. Maintain all minutes and records of Visit Portland proceedings as may be required.
- g. Post meeting minutes related to the District online.
- h. Nothing in this Agreement is intended to or shall be construed to limit Visit Portland's general powers, as set forth in the Maine Non-profit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE IV. Termination

- a. The District will commence upon the date of its establishment by the City Council and continue indefinitely in accordance with applicable law until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law. The City has and reserves the right to suspend, terminate or abandon the execution of any work by Visit Portland upon receipt of a petition dissolving the District.

- b. This Agreement may be terminated by either Party for good cause. If Visit Portland or the City should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice of complaint from the City Manager or Visit Portland specifying such failure, either Party may provide the other with notice of failure to perform the Agreement as provided herein. Upon receipt of notice, Visit Portland or the City shall have a ninety (90) day period, computed from the date of delivery of the notice of failure to perform, within which the affected Party may provide a written plan to remedy the complaint. In the event that a determination is made at the expiration of the ninety (90) day period that the complaint is unresolved, either Party may declare their intent to terminate the Agreement and identify the specific date of termination with a written notice. Either Party shall have the right to appeal the decision to the other. Either Party shall file such appeal within seven (7) business days from the date the Party receives the notice of termination. If such appeal does not remedy the complaint, consideration for termination of this Agreement would be subject to a vote of the City Council.
- c. Nothing herein shall be construed as giving Visit Portland the right to perform the work contemplated under this Agreement beyond the time that the City Council terminates this Agreement. In case Visit Portland should be discharged before all the services contemplated in this Agreement have been completed, or the services for any reason should be stopped, either because of the expiration of the Term or because of the inability of Visit Portland to fulfill its obligations under this Agreement, Visit Portland shall be reimbursed for all services satisfactorily performed prior to the effective date of termination in accordance with Article II hereof, but only to the extent that sufficient Assessments have been received by the City to make such reimbursement. After termination of the Agreement, Visit Portland shall:
1. With respect to existing activities, take only such actions as the City Manager shall direct;
 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Visit Portland in and to all existing orders and agreements.
 3. To the extent rights, title and interests of Visit Portland in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Visit Portland shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
 4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Visit Portland as part

of or in connection with the work.

5. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be returned to the City and appropriated for the purposes of the Development Program, subject to the approval of the City Council.

ARTICLE V. Assignment

Visit Portland covenants and agrees that it will neither assign nor transfer any rights here under, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VI. Performance of Services

All services performed by Visit Portland under this Agreement, or by third parties paid with funds provided under this Agreement, shall be performed in a good, workman like fashion and in accordance with all applicable professional and industry standards.

ARTICLE VII. Compliance with Law

Visit Portland will comply with all provisions of Federal, State, and local law, applicable to the services provided under this Agreement. Visit Portland further agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with all applicable provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. Visit Portland specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a

claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by Visit Portland where appropriate.

ARTICLE VIII. Indemnification

- a. Visit Portland shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
 1. To the fullest extent permitted by law, Visit Portland shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Visit Portland, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
 2. All claims and liens of Visit Portland's consultants, subcontractors, and their laborers, mechanics, material men, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification and shall not be limited by any provision for insurance contained in this Agreement.
- b. Notwithstanding the foregoing, nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

ARTICLE IX. Insurance

- a. Neither Visit Portland nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, Visit Portland shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim.
- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Visit Portland shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Visit Portland shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Visit Portland shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Visit Portland shall provide City with a complete copy of any of the above-referenced policies. Visit Portland shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). City's acceptance or lack of acceptance of Visit Portland's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Visit Portland's obligation to obtain and maintain such insurance as required by this agreement.

Article X. No Joint Venture; Independent Contractors

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal

representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.

- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
- c. Nothing in this Agreement is intended to or does prohibit Visit Portland or the City from entering into any other contractual relationship with each other or any third party.

Article XI. Miscellaneous Provisions

- a. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

- b. This Agreement and its attachments represent the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the City and Visit Portland.
- c. Visit Portland warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of Visit Portland has the authority to do so.
- d. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2025

WITNESS

CITY OF PORTLAND

By: _____
Danielle P. West
Its City Manager

WITNESS

**CONVENTION AND VISITORS'
BUREAU OF GREATER
PORTLAND**

By: _____
Print Name:
Its: _____

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

City Council

City of Portland

June __, 2025

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by Exhibit C and Exhibit D hereto.

C. Services and Programming

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Services and Programming	FY 2026 Cost Estimate*
-------------------------------------	---------------------------------------

<u>A. Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per- click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	\$791,949
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- | | |
|--|--|
| <ul style="list-style-type: none">• Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;• Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties;• Research on current and new markets that would result in additional room night sales to assessed lodging properties | |
|--|--|

Services and Programming	FY 2026 Cost Estimate*
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements, including maintenance activities, that enhance Portland’s competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, apprenticeship or educational programming as seasonality requires, and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources.	\$100,000
C. <u>District Administration</u> The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	\$533,692
D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses and results of the district specific to the Services and Programming and the return on investment as it relates to benefiting the property owners in the district and community related impact such as workforce programs.	\$20,000

Services and Programming	FY 2026 Cost Estimate*
Total	\$1,445,641

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2026 fiscal year July 1, 2025 – June 30, 2026, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property, for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2025, District begin date, the budget is based on July 1, 2025, to June 30, 2026, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2025 District begin date, the District is expected to have a budget (FY2026) of approximately \$1,445,641 based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on _____ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City _____ on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on , at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2024, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

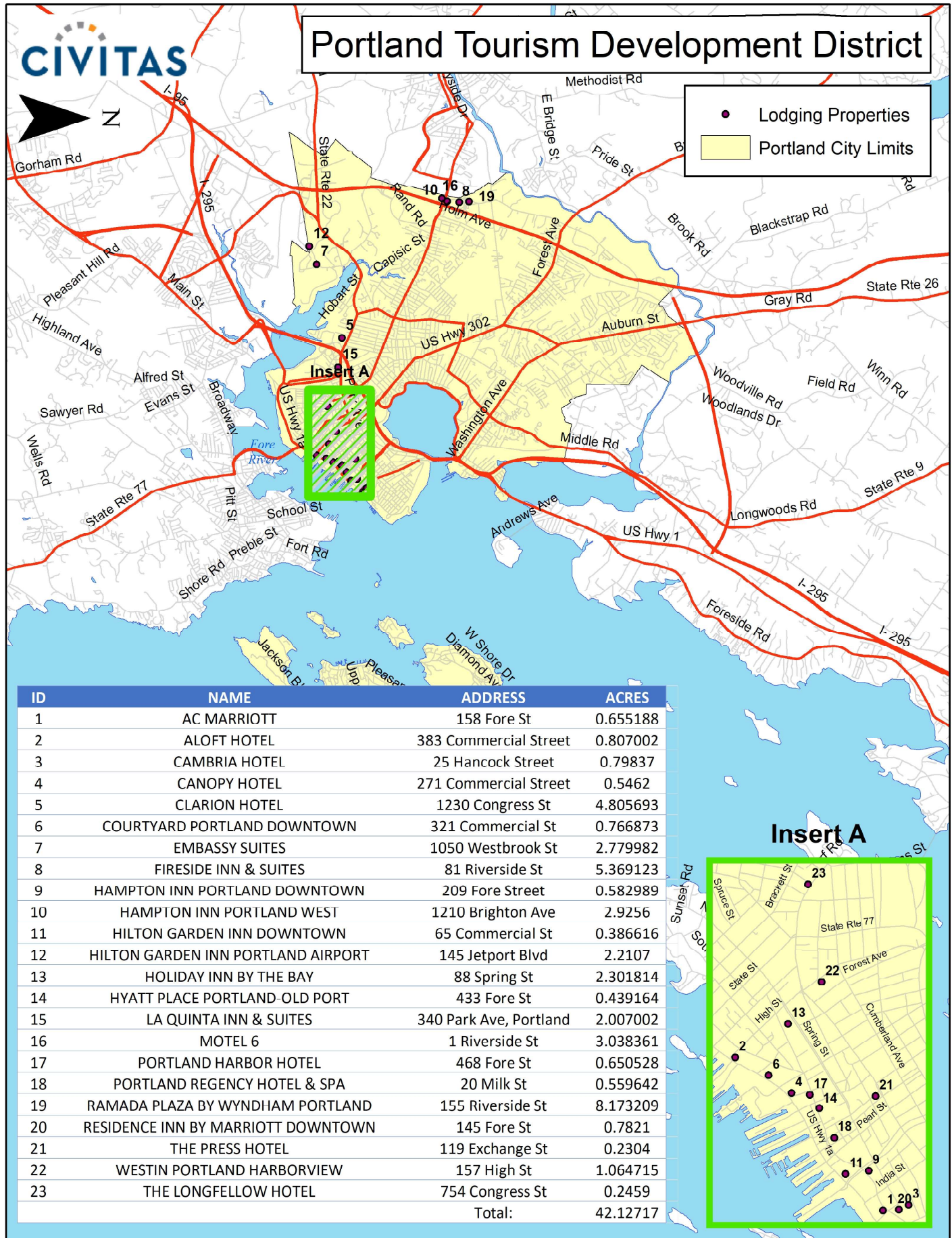


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2026

SECTION A. Acreage Caps		
1. Total municipal acreage;	13,785.6	
2. Acreage of proposed Municipal Development District;	42.1269	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2% limit;	42.1269	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.3056%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	847.5118
	Proposed	42.1269
	Total:	889.6387
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	416.1688	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	443.47	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.2169%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	42.1269	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/FY2026

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;	N/A	
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	N/A	
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	Existing	N/A
		Proposed	N/A
		Total:	N/A
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	N/A	
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	N/A	
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	N/A	
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	N/A	

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE		DATE	4/11/2025
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME	Elisa Marr		
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Listing of Existing TIF Districts

4/11/2025

Active and Proposed TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
Downtown TOD TIF	FY2015-16/FY2044-45	\$964,702,263	416.1688
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty Street AHTIF	FY2023/2024/FY2052-53	\$0	1.6750
25 Casco Street AHTIF	FY2024-2025/FY2053-54	\$0	0.312
Riverton Park	FY2024-2025/FY2043-44	\$0	19.8649
70 E. Oxford		\$0	0.560
Portland Tourism Dev. District	n/a	n/a	42.1269
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,526,583	889.6387
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$964,702,263	-416.1688
Totals for Caps:		\$157,853,850	443.470
FY2023 Aggregate Total Value:		\$14,872,866,446	
Total Acreage for Ptd:			13,785.600
5% Allowed to be TIF'd:		\$743,643,322	689.280
Current Amounts TIF'd:		\$157,853,850	443.470
Amount Remaining that can be TIF'd:		\$585,789,472	245.810

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 16, 2025

SUBJECT: Order 9-25/26 Establishing a 180-Day Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

If passed, this moratorium would prohibit new theaters and performance halls with a capacity exceeding 2,000 people for 180 days while the Housing and Economic Development Committee reviews and recommends amendments to the City Code to address concerns related to the impact of large entertainment venues on public parking, traffic congestion, public safety, and other City infrastructure. This moratorium would apply retroactively to December 1, 2024.

This item must be read on two separate days. It received its first reading on April 14 and its second reading on April 28, at which point it was referred to the Sustainability & Transportation Committee. On June 16 the Sustainability & Transportation Committee voted (2-1, Phillips opposed) to refer this item back to the City Council. It received its second reading on July 14, at which point it was postponed to August 11.

Staff is requesting this item be taken at the end of the meeting.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given

fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Moratorium on Theater and Performance Halls
2. Pelletier Amendment to Order 9, Theater Moratorium
3. Mayor Amendment to Order 9, Theater Moratorium re date
4. Staff Memo 7-14-25
5. Attachment A - Order 180 Moratorium on Theater and Performance Halls
6. Attachment B - Portland Parking Study Final Version Sept2017
7. Attachment C - ST Committee_Performance Hall Moratorium Staff Memo
8. 2025.07.14 Public Comment - Order 9
9. 2025.08.11 Public Comment - Order 9

Prepared by:

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ESTABLISHING A 180-DAY MORATORIUM ON THEATER AND
PERFORMANCE HALL PROJECTS WITH A CAPACITY EXCEEDING 2000 PEOPLE
IN THE CITY OF PORTLAND**

WHEREAS, land development, tourism and commerce on Portland's Downtown Peninsula have resulted in significant and demonstrable parking pressure, which has in turn created hardships for members of the public and commercial enterprises ; and

WHEREAS, increased traffic before and after large events at theaters and performance halls are known to cause unsafe road conditions and strain parking resources; and

WHEREAS, as set forth in Table 18-A of the City of Portland Land Use Code, there are no parking minimums for theaters and performance halls, regardless of the anticipated capacity, and this issue requires further study and potential amendments to the Land Use Code in order to protect the public welfare and safety and prevent overburdening of public parking facilities; and

WHEREAS, section 14.6.8.14 of the City's Land Use Code only requires a 100-foot buffer in the B-3 and WCZ zones between businesses with entertainment licenses; and

WHEREAS, the City's Land Use Code does not require a larger buffer between large theaters and performance halls, which should be considered to protect public safety and ensure that these venues are not clustered and do not overburden public infrastructure and city services or create unsafe road conditions for pedestrians, bicycles and vehicles; and

WHEREAS, an immediate temporary 180-day prohibition on approvals of new large theaters and performance halls is necessary in order to allow the City time to review and amend the City Code as necessary to prevent an overburdening of city services and public parking and other facilities, and to ensure safe traffic patterns for pedestrians, bicyclists and vehicles; and

WHEREAS, in the judgment of the City Council for the City of Portland, these facts justify a moratorium under 30-A M.R.S. § 4356(1) (A) and (B) and create an emergency under the City Charter, and require the following Moratorium as immediately necessary to prevent an overburdening of public facilities and for the preservation of the public health, safety and welfare; and

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, and notwithstanding the provisions of 1 M.R.S. § 302, the Portland City Council hereby ordains that a Moratorium shall be applied retroactively, to December 1, 2024, on any and all proceedings, applications, petitions, and approvals required under the City's Land Use Code that were or have been pending before any officer, board, or agency of the City on or any time after December 1, 2024 for the development of new theaters or performance halls with a capacity exceeding 2000 people; and,

BE IT ORDERED, that that no permit applications for any new theaters or performance halls with a capacity exceeding 2000 people shall be accepted, processed, reviewed, or approved by the City or the Planning Board for the period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City's Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this Moratorium is in effect, the City's Housing and Economic Development Committee shall review the City Code, including, but not limited to, Chapters 4, 6, 14, and 15 and develop amendments for consideration by the Planning Board and City Council to address the concerns addressed in this Moratorium; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of amendments to the City Code adopted pursuant to this Moratorium or February 9, 2026, unless extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid.

**AMENDMENT #1 TO ORDER 9-25/26
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR WESLEY PELLETIER
RE: BUSINESS IMPACT**

WHEREAS, land development, tourism and commerce on Portland's Downtown Peninsula have resulted in significant and demonstrable parking pressure, which has in turn created hardships for members of the public and commercial enterprises; and

WHEREAS, increased traffic before and after large events at theaters and performance halls are known to cause unsafe road conditions and strain parking resources; and

WHEREAS, as set forth in Table 18-A of the City of Portland Land Use Code, there are no parking minimums for theaters and performance halls, regardless of the anticipated capacity, and this issue requires further study and potential amendments to the Land Use Code in order to protect the public welfare and safety and prevent overburdening of public parking facilities; and

WHEREAS, section 14.6.8.14 of the City's Land Use Code only requires a 100-foot buffer in the B-3 and WCZ zones between businesses with entertainment licenses; and

WHEREAS, the City's Land Use Code does not require a larger buffer between large theaters and performance halls, which should be considered to protect public safety and ensure that these venues are not clustered and do not overburden public infrastructure and city services or create unsafe road conditions for pedestrians, bicycles and vehicles; and

WHEREAS, a larger buffer should also be considered to prevent serious public harm to the creative economy, character, and vitality of the City's downtown region and ensure existing venues are not displaced, jobs at those venues are not lost, and the unique character of Portland's arts community and its accessibility for all residents is not eroded; and

WHEREAS, along with a proposed development project's end use and impact on Portland's economy, the City must also consider the employment and workforce development opportunities that the construction of that project would and could have on Portland's diverse workforce, including the establishment of labor standards related to health and safety, wages, benefits, registered apprenticeship participation, and local and diverse employment benchmarks; akin to those established in partnership with local labor unions; and

WHEREAS, an immediate temporary 180-day prohibition on approvals of new large theaters and performance halls is necessary in order to allow the City time to review and amend the City Code as necessary to prevent an overburdening of city services, public parking and other facilities, and to ensure safe traffic patterns for pedestrians, bicyclists and vehicles; and

WHEREAS, an immediate temporary 180-day prohibition on approvals of new large theaters and performance halls is necessary in order to allow the City time to review and amend the City Code as necessary to prevent development that is incompatible and harmful to the local creative economy, character and vitality of the City's downtown; and

WHEREAS, in the judgment of the City Council for the City of Portland, these facts justify a moratorium under 30-A M.R.S. § 4356(1) (A) and (B) and create an emergency under the City Charter, and require the following Moratorium as immediately necessary to prevent an overburdening of public facilities and for the preservation of the public health, safety and welfare; and

**AMENDMENT #2 TO ORDER 9-25/26
PREPARED BY CORPORATION COUNSEL
FOR MAYOR MARK DION
RE: EFFECTIVE DATE**

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of amendments to the City Code adopted pursuant to this Moratorium or ~~February~~ March 9, 2026, unless extended, repealed, or modified by the Portland City Council; and



Staff Memo To:
Mayor Dion & City Councilors

MEETING DATE

July 14, 2025

OVERVIEW

This memo supplements the staff memo submitted to the Sustainability & Transportation Committee (S&T) dated June 16, 2025 (Attachment C).

Based on staff's analysis of current and past policies, regulations, and standards, as well as parking utilization and capacity data, we find that the conditions do not meet the threshold necessary to justify enacting a moratorium on theater and performance hall projects.

Portland's comprehensive policy framework, including *Portland's Plan 2030*, *One Climate Future*, the *Downtown Vision Plan*, and the *Portland Peninsula Transit Study*, works in concert with established regulatory tools such as the Land Use Code, Site Plan Ordinance, Traffic Movement Permit (TMP) requirements, and Impact Fees. Together with supporting data on parking utilization and existing entertainment licensing dispersal requirements, this framework provides the necessary structure to effectively manage and evaluate the transportation and land use impacts of new theater and performance hall development.

BACKGROUND

On April 28, 2025, a moratorium on theater and performance hall venues was introduced in response to a major site plan application submitted by Live Nation in December 2024 proposing a 3,300 capacity music venue in Downtown Portland.

The proposed moratorium expresses concerns that Portland's Downtown Peninsula has experienced growing development, tourism, and commercial activity, resulting in significant parking pressures and traffic congestion that create hardships for members of the public and businesses. The moratorium goes on to state that large events at theaters and performance halls are known to strain parking availability and contribute to unsafe traffic conditions before and after shows. Currently, the City's Land Use Code does not require parking minimums for these venues, regardless of their size, and mandates a 100-foot buffer between venues with entertainment licenses in the B-3 Downtown Business Zone and Waterfront Central Zones (WCZ) with no additional spacing requirements for large theaters. According to the moratorium sponsors, the current regulatory environment may contribute to the clustering of venues and result in a burden on city services, public infrastructure, and road safety. A temporary 180-day pause on approving new large theaters and performance halls is proposed to allow time for a

comprehensive review and potential updates to the City Code to better manage impacts on parking, traffic, and public safety.

ANALYSIS

Over the past several decades, the City of Portland has pursued a coordinated and forward-looking approach to growth, integrating sustainable land use and transportation policies to support dense, infill development in appropriate areas. This vision is reaffirmed in *Portland's Plan 2030*, which serves as the City's comprehensive plan and reflects a strong commitment to downtown development, multimodal accessibility, smart growth, and economic vitality. The Plan outlines several key relevant goals, such as:

- Focusing growth in priority areas, such as downtown and transit corridors, supporting arts and culture, and ensuring that infrastructure investments enable employment and housing growth.
- Promoting walkable neighborhoods, reducing vehicle miles traveled, and aligning land use changes with long-range transportation planning.
- Investing in public transit and multimodal systems, implementing Transportation Demand Management (TDM) policies, and encouraging transit-oriented development to reduce emissions and improve access for all users.
- Reinforcing the Center – Portland's downtown remains at the center of the region's arts and cultural, economic, and civic health, and Portland's Plan embraces the principle that downtown should continue to be a predominant locus of activity for the broader region.

In addition, several adopted policy documents, including the *Downtown Vision Plan* (1991), the *Portland Peninsula Transit Study* (2009), and the City's Climate Action Plan, *One Climate Future* (2021), reinforce a continued shift away from auto-oriented infrastructure and support of dense, infill development in places like downtown. These plans emphasize expanding access to transit, encouraging walking and biking, reducing traffic growth on the peninsula, and managing the existing parking supply rather than expanding it, with an emphasis on reducing the City's greenhouse gas emissions. The City Council also recently adopted the Greater Portland Council of Governments (GPCOG) *Regional Vision Zero Action Plan*, formally endorsing its core objective of eliminating all traffic-related fatalities and serious injuries. The Vision Zero plan emphasizes reducing reliance on single-occupancy vehicles and promoting increased use of public transit and alternative modes of travel as critical steps toward safer, more equitable mobility. Downtown infill development, including theater and entertainment venues, plays a vital role in supporting the density and destinations needed to enhance walkability, bikeability, and public transit use to achieve the broader goal of eliminating traffic fatalities and injuries.

One way in which these policies and goals are implemented is through development, which is regulated through the City Code. Portland's Site Plan Ordinance is designed to align with the City's Comprehensive Plan and establishes the framework for reviewing new development proposals. Its primary purpose is to support Portland's vision for sustainable growth and ensure that proposed developments meet applicable standards and minimize potential impacts. The ordinance includes several criteria related to transportation, requiring applicants to demonstrate that their projects will not overburden public infrastructure or city services, and will not create

unsafe conditions for pedestrians, bicyclists, or vehicles. Where necessary, mitigation measures must be identified and implemented as conditions of site plan approval.

Furthermore, the Maine Department of Transportation (MDOT) requires that any new development generating significant traffic obtain a Traffic Movement Permit (TMP). The primary purpose of the TMP is to ensure that such developments do not create unreasonable congestion or unsafe conditions for all users, motorists, pedestrians, and bicyclists, and that surrounding infrastructure can safely accommodate the increased traffic, with appropriate mitigation measures implemented by the applicant.

Additionally, the City collects impact fees to ensure that, beyond any required mitigation measures, new development contributes its proportional share toward the cost of new, expanded, or replacement infrastructure needed to support Portland's growth. The City's impact fees support transportation, parks and recreation, and wastewater infrastructure. As of January 2025, the Transportation Impact Fee for Retail/Service uses, under which theaters and performance halls are classified, is \$10,412 per 1,000 square feet of gross floor area.

The 100-foot dispersal requirement for businesses with entertainment licenses in the B-3 and Waterfront Central Zones was originally implemented in response to the impacts of a high concentration of bars in the Old Port, many of which remained open late into the evening. In 2007, the City Council, guided by the Mayor's Old Port Task Force and the Public Safety Committee, established the Downtown Entertainment Overlay Zone, which included several provisions, including a 100-foot buffer between establishments with alcohol service and entertainment licenses. The Task Force concluded that the dispersal concept was effective in preventing the clustering of bars and entertainment venues with music and dance licenses, which had been linked to public safety issues. They also determined that 100 feet provided sufficient separation to mitigate these impacts.

Although larger entertainment and music venues are subject to the same buffering requirement, the legislative intent of the dispersal standard was to address issues specifically associated with bars, particularly those related to alcohol consumption and late-night operations in the Old Port, specifically areas around and near Wharf Street. In contrast, seated, ticketed venues offer a level of oversight, crowd management, and operational control that is not typically present in smaller establishments or bars. As such, applying a buffer greater than 100 feet would be excessive and not supported by evidence.

In addition, zoning changes should be considered in response to evolving market conditions or when ongoing issues are clearly identified. Permitting theaters and performance halls in the downtown aligns with the City's Comprehensive Plan and reinforces the role of downtown Portland as the region's center for arts, culture, and commerce. Downtown venues improve accessibility, attract diverse audiences, and promote economic activity by increasing foot traffic and supporting surrounding businesses. There has been little to no history of complaints or public safety concerns associated with these types of venues, unlike the documented issues linked to bars in the Old Port, which was the intent behind the creation of the 100-foot buffer. Furthermore, potential impacts related to matters such as site access and circulation, and traffic

impacts are matters that are comprehensively reviewed and regulated through the City's existing regulations and development review and approval process, which remain sufficient to address such concerns.

Moreover, the proposed music venue currently under review by the Planning Board meets and exceeds the City's minimum 100-foot dispersal requirement for entertainment businesses. The distance from the main entrance of Merrill Auditorium to the VIP entrance of the proposed music hall is 142 feet, and 232 feet to the music hall's main entrance. Additionally, the proposed venue includes four points of egress: the main entrance, VIP entrance, and two separate exits on Cumberland Avenue. These additional egress points will support even more efficient crowd dispersal throughout the block, reducing potential congestion on Myrtle Street.

MORATORIUM CONSIDERATIONS

Maine law requires that any moratorium adopted by a municipality on the processing or issuance of development permits or licenses must be needed either to prevent a shortage or overburdening of public facilities; or because existing comprehensive plans, land use ordinances and regulations, or other applicable laws are insufficient to prevent serious public harm from residential, commercial, or industrial development within the affected geographic area, 30-A MRS 4356.

As outlined above and in the accompanying materials, theaters and performance halls located in the downtown area do not present a threat to public safety or overburden existing public facilities. The City's adopted Comprehensive Plan, supporting policy documents, and regulatory framework, including the Land Use Code, Site Plan Ordinance, Traffic Movement Permit (TMP), and Impact Fee Ordinance, provide a comprehensive and effective structure for evaluating and mitigating development impacts. These tools specifically address transportation, pedestrian and bicycle safety, parking, and city service capacity. The concerns cited in support of a moratorium, such as traffic congestion, parking demand, and potential impacts from venue concentration, are already considered and managed through these existing standards and review processes. Therefore there is no evidence or justification to suggest that a 180-day moratorium would yield different or improved outcomes beyond what the current regulatory framework already ensures. Therefore, a moratorium is not warranted.

Assessment of Moratorium Justification		
Stated Concern	Staff Analysis	Justification for Moratorium
<i>Land development, tourism and commerce on Portland's Downtown Peninsula have resulted in significant and demonstrable parking pressure, which has in turn created hardships for members of the public and commercial enterprises</i>	Through the 2017 parking study, city analysis, and the applicant's analysis, parking capacity and utilization are found to be sufficient to accommodate both the proposed venue and future development. Furthermore, existing policies support infill development and	No

	efforts to manage parking demand through a multimodal lens, incentivizing alternative modes of travel, an approach well-supported by the accessibility of a downtown location.	
<i>Increased traffic before and after large events at theaters and performance halls are known to cause unsafe road conditions and strain parking resources;</i>	Traffic impacts from new development are reviewed through the City's Site Plan Ordinance and MaineDOT's Traffic Movement Permit (TMP) process, which includes mitigation requirements. Furthermore, the applicant will be implementing Transportation Demand Management measures such as annual financial contributions to METRO to support increased bus service, traffic signal and sidewalk upgrades, off-site parking agreements and employee bus passes among other infrastructure improvements. Additionally, on-street parking regulations will be adjusted to support residents and dissuade event attendees from utilizing on-street parking.	No
<i>As set forth in Table 18-A of the City of Portland Land Use Code, there are no parking minimums for theaters and performance halls, regardless of the anticipated capacity, and this issue requires further study and potential amendments to the Land Use Code in order to protect the public welfare and safety and prevent overburdening of public parking facilities;</i>	ReCode, adopted by City Council in 2024, eliminated parking minimums citywide and introduced parking maximums. Even prior to ReCode, Downtown development did not require on-site parking in alignment with long-standing policy direction away from parking requirements and towards prioritizing multimodal transportation and infill development. Downtown venues provide multiple transportation options and support efficient crowd dispersal. 2017 analysis, as well as more recent analysis conducted by the applicant, shows that there is currently excess parking capacity in Downtown and the Old Port.	No

<i>Section 14.6.8.14 of the City's Land Use Code only requires a 100-foot buffer in the B-3 and WCZ zones between businesses with entertainment licenses;</i>	The 100-foot dispersal requirement was originally implemented in response to the public safety impacts of a high concentration of bars in the Old Port, many of which closed late in the evening. In 2007, the City Council, guided by the Mayor's Old Port Task Force and the Public Safety Committee, established the Downtown Entertainment Overlay Zone, which included a 100-foot buffer between businesses with alcohol service and entertainment licenses. The task force found that the dispersal concept is one that works to prevent the concentration of bars and entertainment facilities with music, or dance or music and dance licenses that caused public safety problems in the Old Port and that 100 feet is a sufficient dispersal to create the result.	No
<i>An immediate temporary 180-day prohibition on approvals of new large theaters and performance halls is necessary in order to allow the City time to review and amend the City Code as necessary to prevent an overburdening of city services and public parking and other facilities, and to ensure safe traffic patterns for pedestrians, bicyclists and vehicles;</i>	Existing City Code and regulatory tools, including the Land Use Code, Site Plan Ordinance, TMP, and impact fees, already address city service capacity, parking, and transportation impacts. There is no evidence that a moratorium is necessary to preserve public safety or welfare or that it would result in any additional benefits to the regulatory process.	No

PRIOR COMMITTEE REVIEW

On June 16, 2025, the Sustainability & Transportation (S&T) Committee heard a staff presentation and received public comment regarding the proposed moratorium. Following the presentation, Q&A, and public input, the Committee voted 2–1 (Councilor Phillips opposed) to recommend that the City Council consider implementing a moratorium.

PREPARED BY

Kevin Kraft, AICP
Director

Nell Donaldson
Director of Special Projects

Planning & Urban Development

Planning & Urban Development

ATTACHMENTS

Attachment C - ST Committee_Performance Hall Moratorium Staff Memo

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ESTABLISHING A 180-DAY MORATORIUM ON THEATER AND
PERFORMANCE HALL PROJECTS WITH A CAPACITY EXCEEDING 2000 PEOPLE
IN THE CITY OF PORTLAND**

WHEREAS, land development, tourism and commerce on Portland’s Downtown Peninsula have resulted in significant and demonstrable parking pressure, which has in turn created hardships for members of the public and commercial enterprises ; and

WHEREAS, increased traffic before and after large events at theaters and performance halls are known to cause unsafe road conditions and strain parking resources; and

WHEREAS, as set forth in Table 18-A of the City of Portland Land Use Code, there are no parking minimums for theaters and performance halls, regardless of the anticipated capacity, and this issue requires further study and potential amendments to the Land Use Code in order to protect the public welfare and safety and prevent overburdening of public parking facilities; and

WHEREAS, section 14.6.8.14 of the City’s Land Use Code only requires a 100-foot buffer in the B-3 and WCZ zones between businesses with entertainment licenses; and

WHEREAS, the City’s Land Use Code does not require a larger buffer between large theaters and performance halls, which should be considered to protect public safety and ensure that these venues are not clustered and do not overburden public infrastructure and city services or create unsafe road conditions for pedestrians, bicycles and vehicles; and

WHEREAS, an immediate temporary 180-day prohibition on approvals of new large theaters and performance halls is necessary in order to allow the City time to review and amend the City Code as necessary to prevent an overburdening of city services and public parking and other facilities, and to ensure safe traffic patterns for pedestrians, bicyclists and vehicles; and

WHEREAS, in the judgment of the City Council for the City of Portland, these facts justify a moratorium under 30-A M.R.S. § 4356(1) (A) and (B) and create an emergency under the City Charter, and require the following Moratorium as immediately necessary to prevent an overburdening of public facilities and for the preservation of the public health, safety and welfare; and

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, and notwithstanding the provisions of 1 M.R.S. § 302, the Portland City Council hereby ordains that a Moratorium shall be applied retroactively, to December 1, 2024, on any and all proceedings, applications, petitions, and approvals required under the City's Land Use Code that were or have been pending before any officer, board, or agency of the City on or any time after December 1, 2024 for the development of new theaters or performance halls with a capacity exceeding 2000 people; and,

BE IT ORDERED, that that no permit applications for any new theaters or performance halls with a capacity exceeding 2000 people shall be accepted, processed, reviewed, or approved by the City or the Planning Board for the period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City's Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this Moratorium is in effect, the City's Housing and Economic Development Committee shall review the City Code, including, but not limited to, Chapters 4, 6, 14, and 15 and develop amendments for consideration by the Planning Board and City Council to address the concerns addressed in this Moratorium; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of amendments to the City Code adopted pursuant to this Moratorium or October 25, 2025, unless extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid.

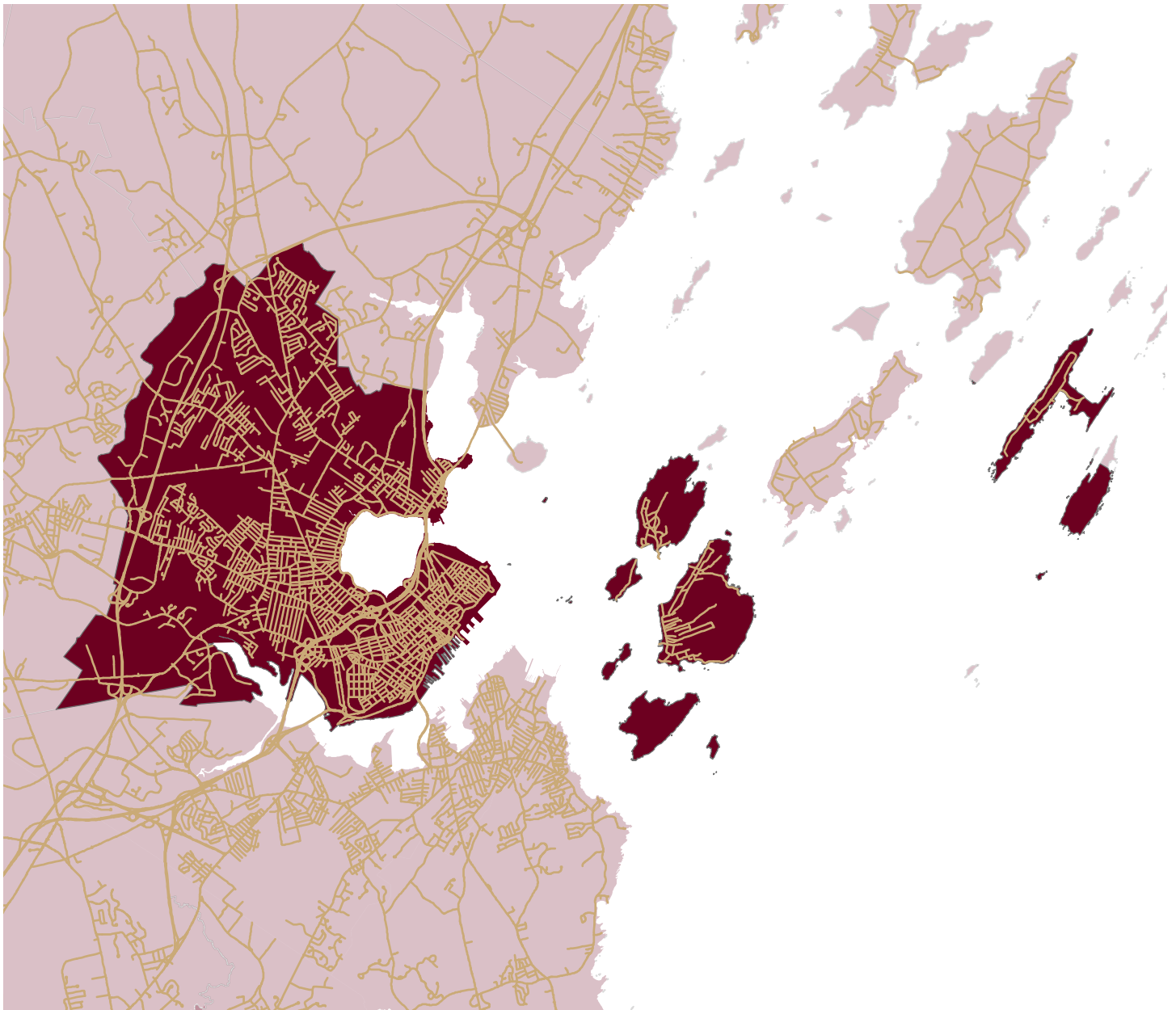


City of Portland Parking Study for Downtown, The Old Port, and The Eastern Waterfront

Final Report

September 2017

FORT HILL
infrastructure



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A. Executive Summary

Currently in the City of Portland, challenges associated with parking are among the most pressing and frequent issues brought to the City by constituents. This study quantifies the present state of parking supply and demand in a study area consisting of Downtown, the Old Port, the Central Waterfront, and the Eastern Waterfront. With continued development expected in the next 10 years, the study also projects future parking supply and demand given approved and likely development. The study area is shown in Figure A1 below outlined in green, a one quarter mile buffer around the study area is outlined in red.

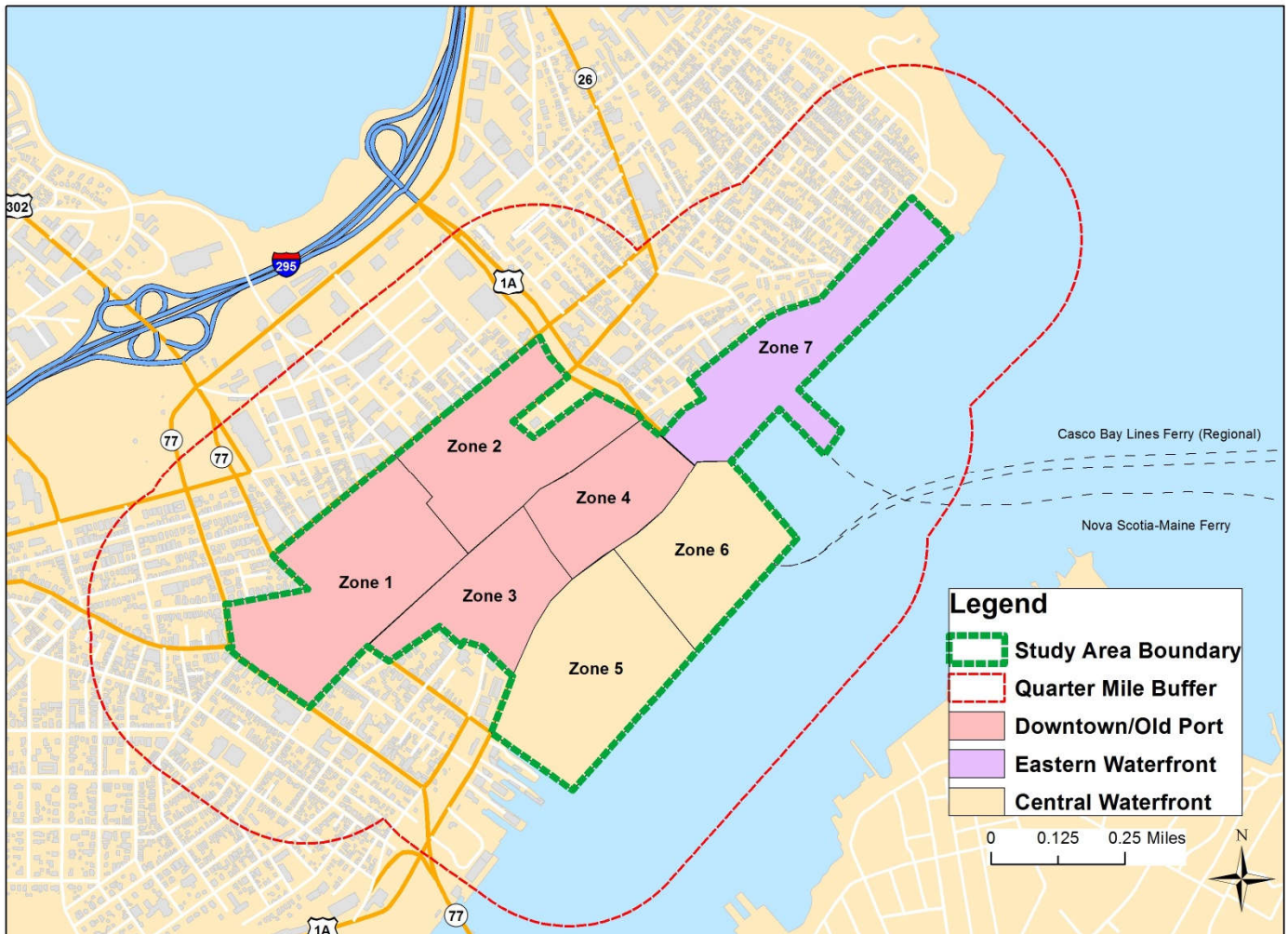


Figure A1: The Project Study Area

The study addresses five tasks: Task 1) Existing Supply and Demand analysis, Task 2) Projected Future Parking Supply and Demand, Task 3) Strategy Recommendations, and Task 4) Implementation and Funding. Each task is described here with a summary of the key results.

Task 1: Existing Supply and Demand Analysis

An inventory of on-street, surface lot, and structured parking supply within the study area was created. The results are shown in Table A1. The total parking capacity in the study area is 15,669 spaces. This represents the maximum available parking capacity mid-day on a weekday. Because some off-street parking operators close during the evenings, overnight, and on weekends; the maximum parking capacity does vary, reaching a low of approximately 12,300 overnight on weekends. A detailed account of the pattern of supply variation by time of day and weekday versus weekend can be found in Chapter D.

Table A1: Study Area Parking Supply Inventory Results

	Downtown/Old Port				Central Waterfront		Eastern Waterfront	Study Area (1-7)	1/4 mi Buffer Area
	1	2	3	4	5	6	7		
Total On-Street	577	553	337	367	131	94	192	2,251	N/A
Total Surface Lot Spaces	1,098	1,079	1,029	438	1,267	482	1,012	6,405	257
Total Garage Spaces	1,597	2,019	480	1,468	150	468	831	7,013	1,050
Total Capacity	3,272	3,651	1,846	2,273	1,548	1,044	2,035	15,669	1,307
Effective Capacity	2,916	3,258	1,645	2,027	1,387	935	1,822	13,990	1,176

In Table A1, the effective parking capacity, 13,990 spaces, is defined as the total of 90 percent of the structured and off-street parking supply and 85 percent of the on-street parking supply. The effective capacity is a concept in parking analysis that refers to the occupancy level at which parking users begin to have difficulty finding open spaces and vehicle circulation to access parking begins to exhibit signs of congestion including queuing. The effective capacity is also thought of as the threshold when a parking supply begins to be perceived by users to be full. If a parking supply reaches total capacity, vehicles must queue or continue circling until occupied space is vacated.

Table A1 also shows that outside of the defined study area boundary within a one quarter mile buffer area, there is up to an additional 1,176 spaces in effective parking capacity found in surface lots and structured parking that offer general use public parking and may be used by travelers destined for the study area. The supply outside of the study area is shared with land use outside of the study area. The parking demand generated by land use outside of the study area was not calculated during this study, therefore the exact amount of unoccupied parking available within the quarter mile buffer area for use by travelers to the study area is not known. It is estimated however, that several hundred spaces are needed in the quarter mile buffer area to meet the demand of employee monthly parking within the study area. More detail on the estimated supply and demand for monthly parking is presented in Chapter D.

Task 1 included an estimation of current parking demand. An observed parking occupancy survey was conducted on one Thursday and one Saturday in December 2016. A sample of structured, surface lot, and on-street parking facilities were observed through manual data collection and voluntary reporting by structured parking operators. Because the observations were made during Winter, the observed parking occupancy results were adjusted for the peak Summer season using supplementary data on seasonal variation in ferry passenger demand and data on seasonal tourism from the Maine Office of Tourism.

Combining the observed occupancy results of the parking survey and adjusting for additional peak season demand using supplementary data, the peak season weekday parking demand by time of day is shown below in Figure A2. The peak occurs at 12pm when parking demand reaches 14,280 vehicles. The estimated peak weekday demand at 12pm is 290 vehicles above the effective parking capacity of the study area at that time.

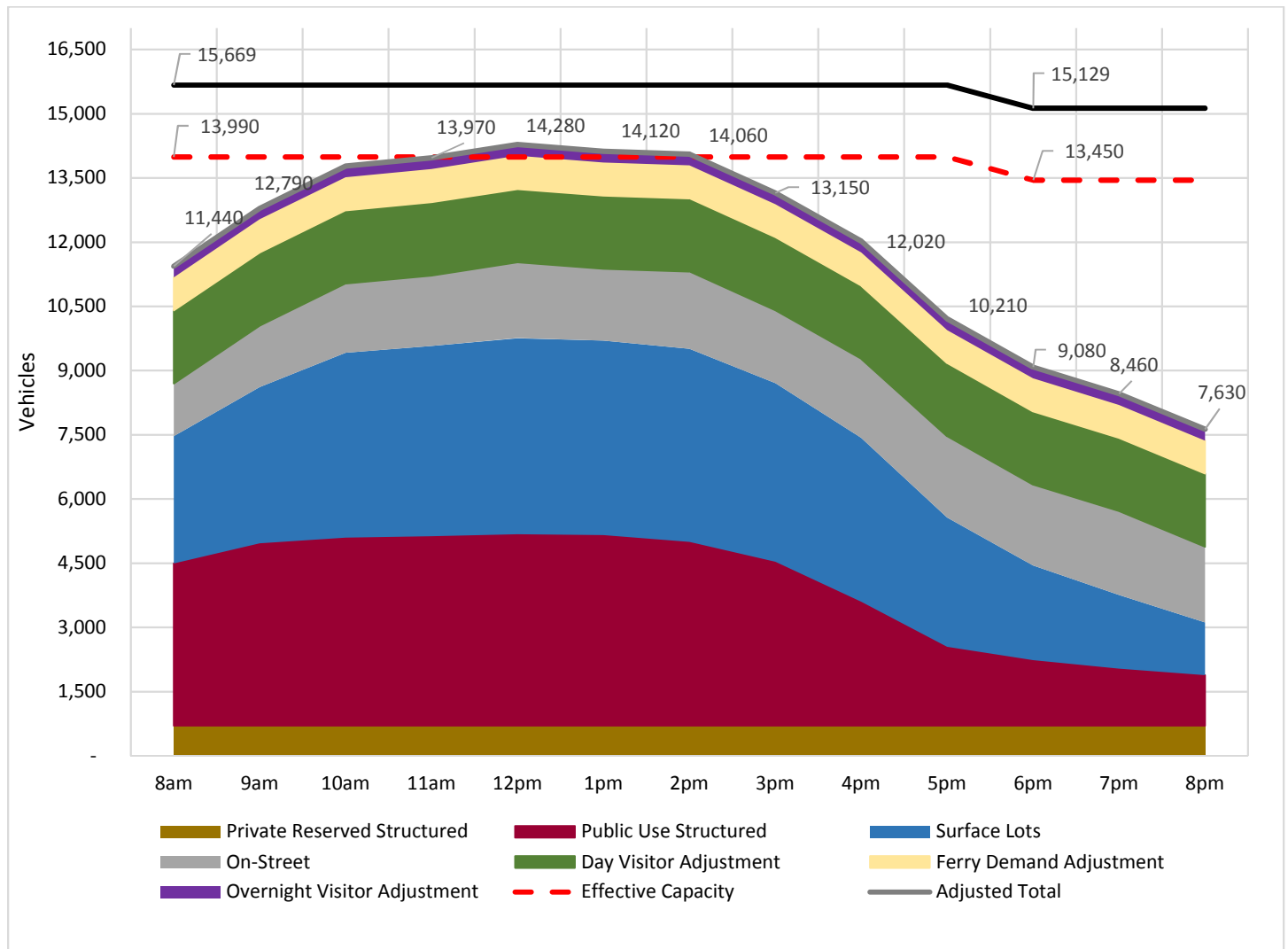


Figure A2: Estimated Peak Season Weekday Parking Demand by Time of Day

The estimated peak season Saturday parking demand result is shown below in Figure A3. The peak hour for parking demand occurs at 2pm when an estimated 9,320 vehicles park in the study area. The estimated peak Saturday demand at 2pm is approximately 3,840 vehicles below the effective parking capacity of the study area of 13,160 at that time.

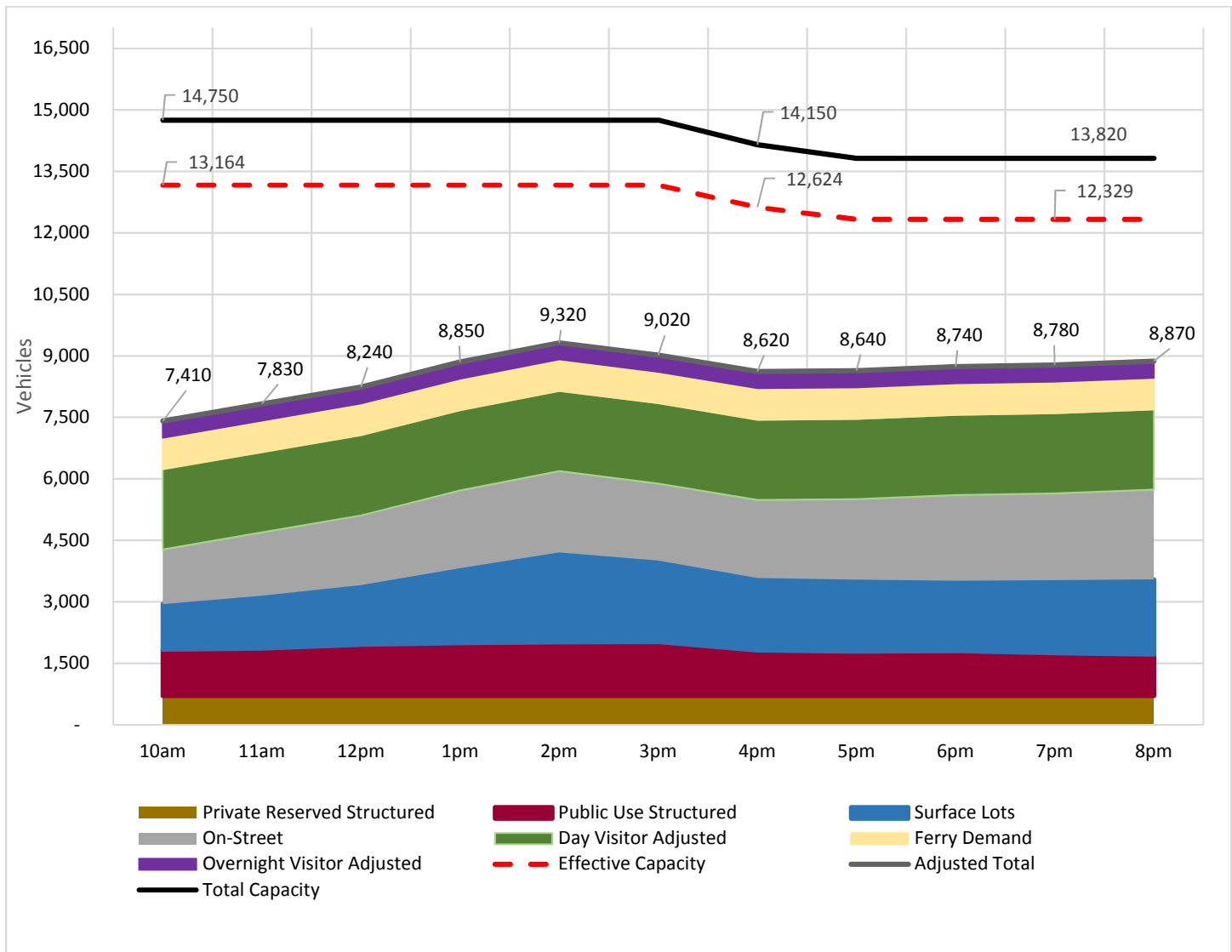
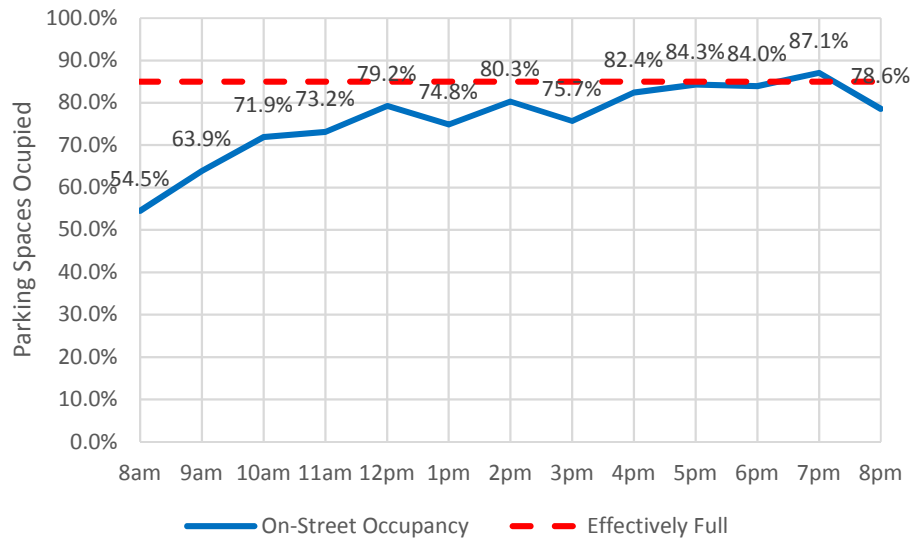
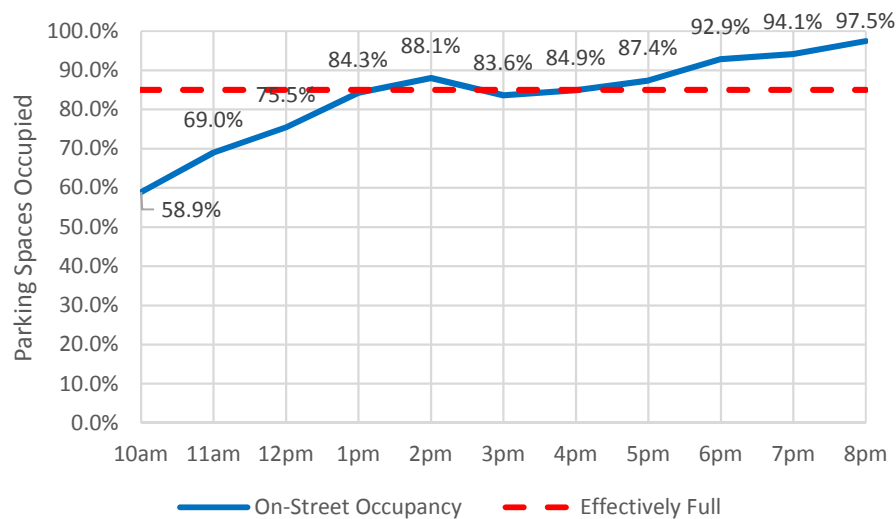


Figure A3: Estimated Peak Season Saturday Parking Demand by Time of Day

The results of the on-street parking occupancy survey individually show that during the weekday evening and on Saturday after 1pm, on-street parking is likely at or over effective capacity in the study area. Effective capacity for on-street parking is defined here as 85 percent of on-street spaces occupied. The implications of this finding are that at times when there is parking availability in surface lots and structured parking, such as weekday evenings and on Saturday, on-street parking is highly occupied and difficult for users to find. Findings on Portland's on-street and off-street parking pricing relative to peer cities are included in Chapter D.

Figures A4 and A5 show the observed Thursday and Saturday on-street parking occupancies for the overall on-street survey sample. The Thursday results show an overall occupancy above 85 percent at 7pm only, however individual streets varied and some high demand streets such as Commercial St, Middle St, and Exchange St exhibited higher occupancy rates than the overall sample. A detailed account of the on-street parking occupancy survey results by street and block face appears in Chapter E of this report.

**Figure A4: Thursday Overall On-Street Parking Occupancy****Figure A5: Saturday Overall On-Street Parking Occupancy**

A second method was used to estimate overall parking demand in the study area based on Land-Use. Parking generation factors from the Institute of Transportation Engineers (ITE) and the Urban Land Institute (ULI) were used to create estimates of weekday and weekend parking demand based on land-use data provided by the City's tax assessor. The results are shown in Figures A6 and A7 below. Weekday results show a peak parking demand at 2pm of 14,470 vehicles, which is 480 vehicles more than the effective capacity at that time. Weekend results show two peaks, a recurring parking demand peak between 12pm and 1pm of 9,390 vehicles, and an evening peak which would occur during a sold out arena event of 10,350 vehicles.

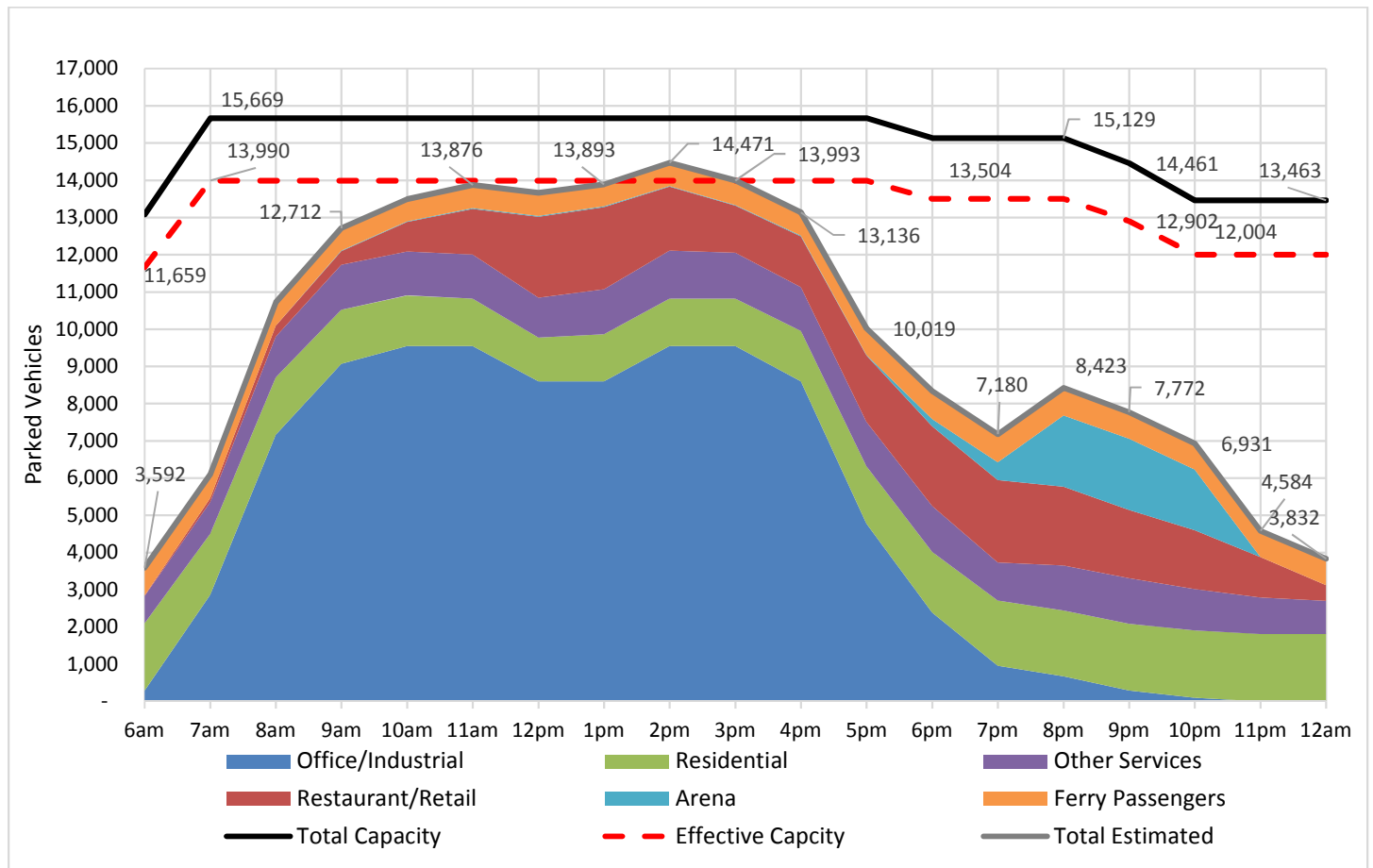


Figure A6: Land-Use Generated Parking Demand Estimate for a Weekday

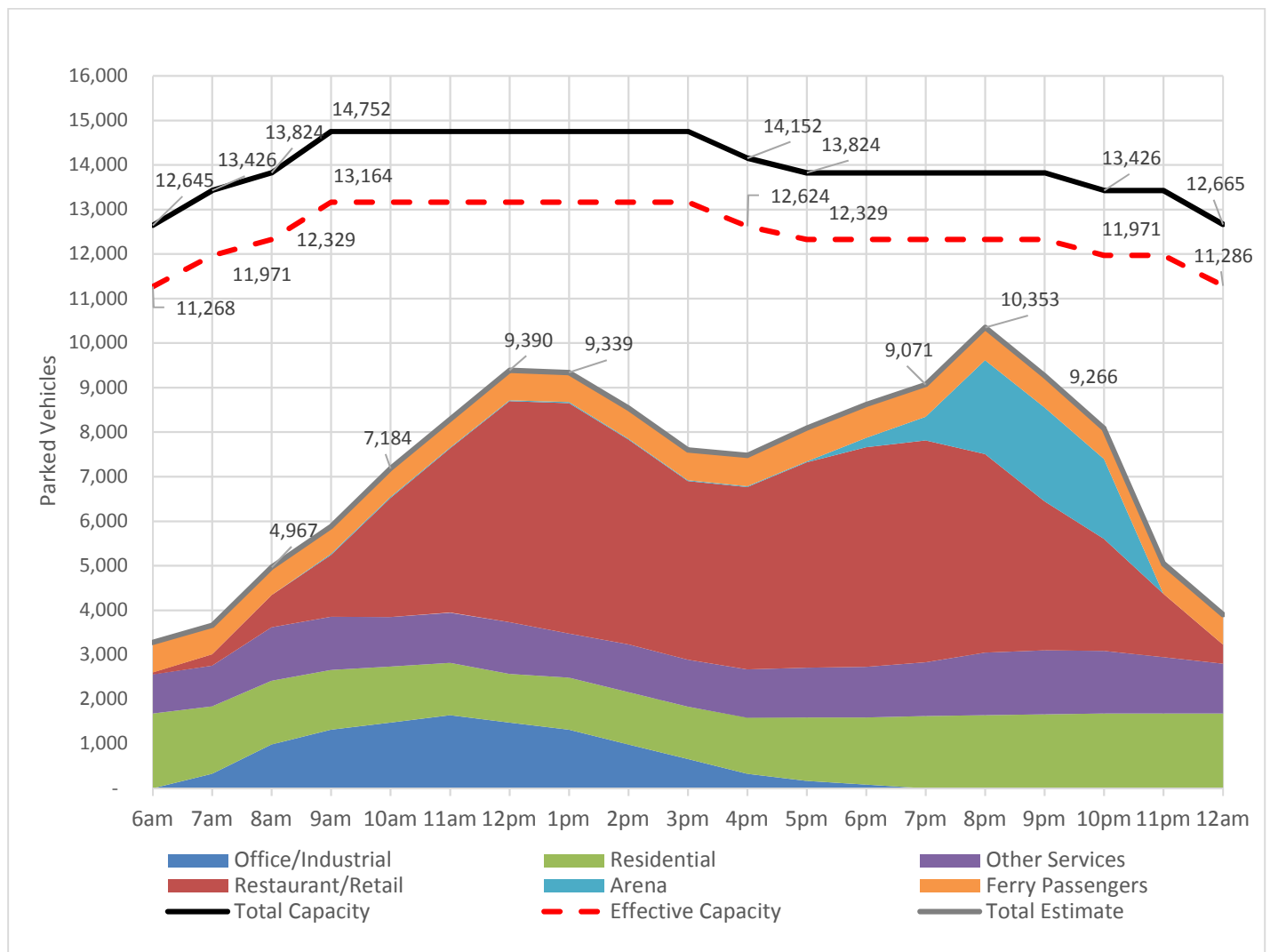


Figure A7: Land-Use Generated Parking Demand Estimate for a Weekend Day

A summary of the overall parking supply and demand findings are presented in Tables A2 and A3. The conclusion is that at present, during the peak summer season on weekdays in the afternoon, parking demand in the study area is likely between 290 and 480 vehicles beyond the effective parking capacity of supply within the study area. On Saturday's during the peak season, parking demand is well below effective capacity overall, yet on-street parking is over capacity after 1pm as was shown in Figure A5.

Table A2: Weekday Existing Parking Demand Results Summary

Weekday Peak								
Demand Estimation Method	Peak Hour	Full Capacity of Study Area at Peak	Effectively Full Occupancy Level	Peak Demand	Spaces Available Until Effectively Full	Reserve Spaces Remaining	Total Remaining Spaces	Parking Demand Reduction Needed
Observed Occupancy Dec. 2016	12pm	15,670	13,990	11,540	2,450	1,680	4,130	-
Observed Occupancy Dec. 2016 + Peak Season Adjustments	12pm	15,670	13,990	14,280	-290	1,390	1,390	290
ITE/ULI Land-Use Calculated Demand (50th percentile factors)	2pm	15,670	13,990	14,470	-480	1,200	1,200	480

Table A3: Saturday Existing Parking Demand Results Summary

Saturday Peak								
Demand Estimation Method	Peak Hour	Full Capacity of Study Area at Peak	Effectively Full Occupancy Level	Peak Demand	Spaces Available Until Effectively Full	Reserve Spaces Remaining	Total Remaining Spaces	Parking Demand Reduction Needed
Observed Occupancy Dec. 2016	2pm	14,750	13,160	6,190	6,970	1,590	8,560	-
Observed Occupancy Dec. 2016 + Peak Season Adjustments	2pm	14,750	13,160	9,320	3,840	1,590	5,430	-
ITE/ULI Land-Use Calculated Demand (50th percentile factors)	12pm	14,750	13,160	9,390	3,770	1,590	5,360	-
ITE/ULI Land-Use Calculated Demand (50th percentile factors) with 8pm Arena Event	8pm	13,820	12,330	10,350	1,980	1,490	3,470	-

Task 2: Projected Future Parking Demand

Future parking supply and demand 10 years from now is projected considering ferry passenger growth, tourism trends to the Casco Bay Region, and three land use development scenarios that include newly build parking supply. Detailed information on the methodology and development projects included in the projections appear in Chapter J. Figure A8 is a map of included development projects in the analysis.

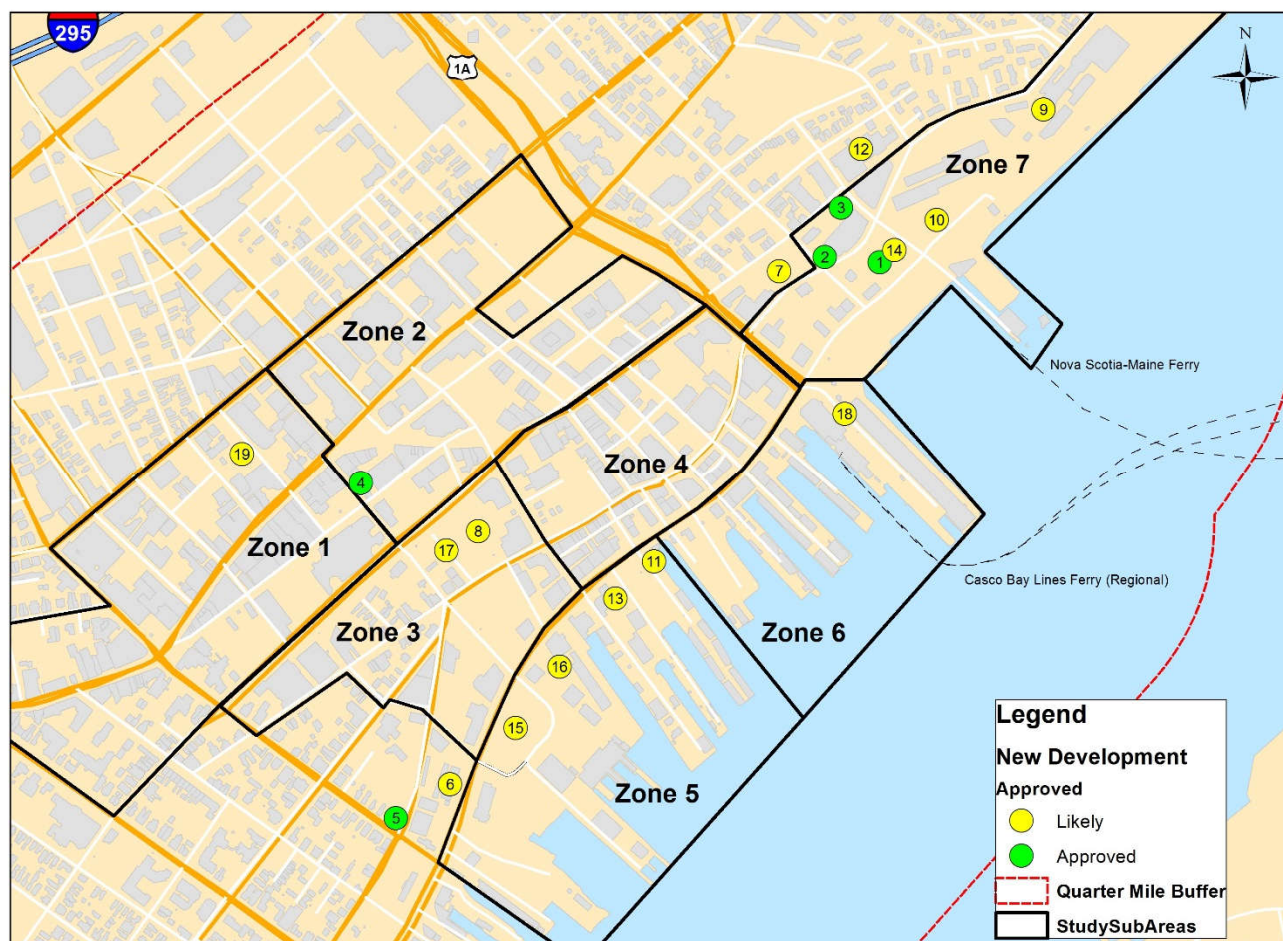


Figure A8: Future Development Projects Included in the 10-year Future Parking Demand Analysis

The parking projections were created by adding the projected land use development to existing land use and applying the same land-use based parking generation methodology as the existing conditions analysis. Three development scenarios were considered, a full build-out, a scenario including all approved projects plus 75 percent of likely projects, and a scenario including all approved projects plus 50 percent of likely projects. For the scaled down scenarios, newly built parking was scaled down along with expected development. The population and employment implications of the three scenarios in comparison to Portland's comprehensive plan are discussed in Chapter J.

Tables A4 and A5 summarize the projected parking supply and demand of the future scenarios. On weekdays during the peak season, the full build-out scenario is projected to result in parking demand that is 940 vehicles more than the projected effective parking capacity of the study area. The approved plus 75 percent of likely projects scenario is expected to result in parking demand that is 900 vehicles more than projected effective capacity, and the approved plus 50 percent of likely projects scenario is expected to result in a parking demand that is 840 vehicles more than projected

effective parking capacity. On Saturdays during the peak season, all development scenarios are projected to result in parking demand that is still below the effective parking capacity of the study area.

Table A4: Weekday Peak Season and Peak Hour Parking Supply and Demand for the Combined Existing and 10-year Future Scenarios

Demand Estimation Method	Peak Hour	Full Capacity of Study Area at Peak	Effectively Full Occupancy Level	Peak Demand	Spaces Available Until Effectively Full	Reserve Spaces Remaining	Total Remaining Spaces	Parking Demand Reduction Needed
Existing + Full Build-Out	2pm	18,870	16,870	17,810	-940	1,060	1,060	940
Existing + (Approved + 75% Likely)	2pm	18,100	16,170	17,070	-900	1,030	1,030	900
Existing + (Approved + 50% Likely)	2pm	17,330	15,480	16,320	-840	1,010	1,010	840

Table A5: Saturday Peak Season and Peak Hour Parking Supply and Demand for the Combined Existing and 10-year Future Scenarios

Demand Estimation Method	Peak Hour	Full Capacity of Study Area at Peak	Effectively Full Occupancy Level	Peak Demand	Spaces Available Until Effectively Full	Reserve Spaces Remaining	Total Remaining Spaces	Parking Demand Reduction Needed
Existing + Full Build-Out	8pm	17,020	15,320	13,360	1,960	1,700	3,660	-
Existing + (Approved + 75% Likely)	8pm	16,250	14,510	12,830	1,680	1,740	3,420	-
Existing + (Approved + 50% Likely)	8pm	15,480	13,820	12,310	1,510	1,660	3,170	-

Figures A9 and A10 show the future parking demand projections graphically.

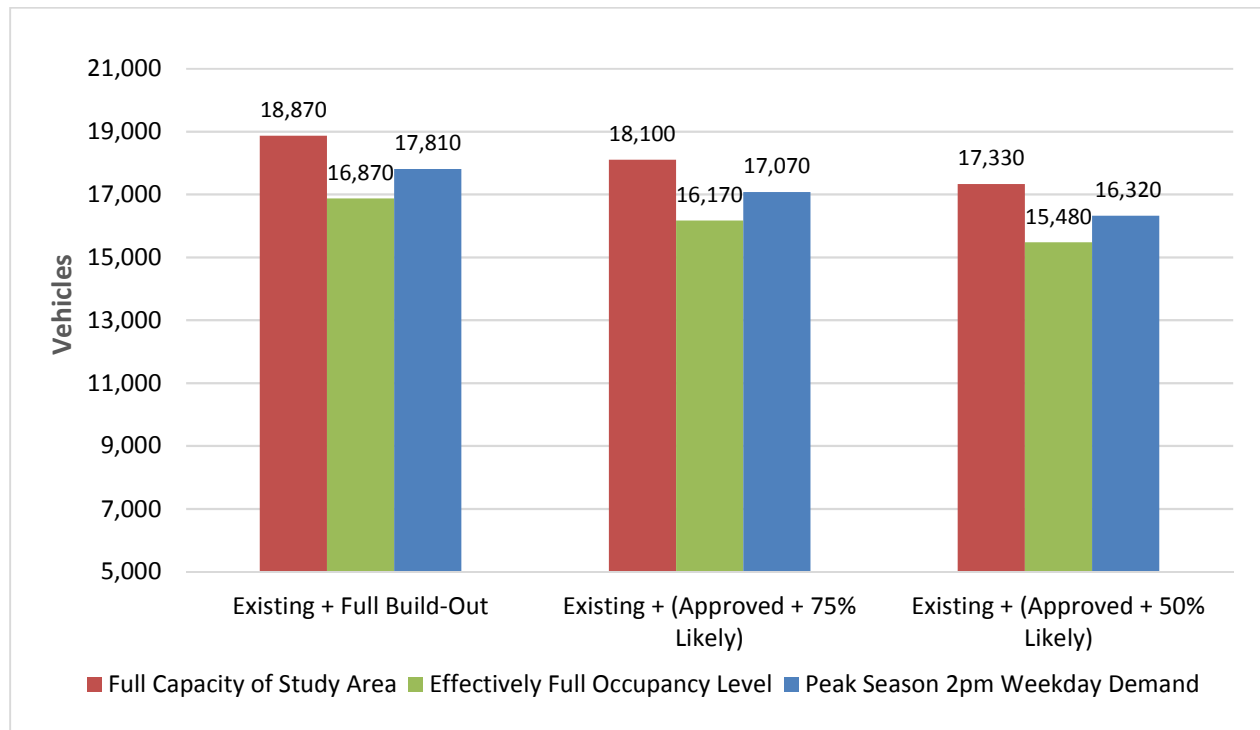


Figure A9: Weekday Peak Season and Peak Hour Parking Supply and Demand for the Combined Existing and 10-year Future Scenarios

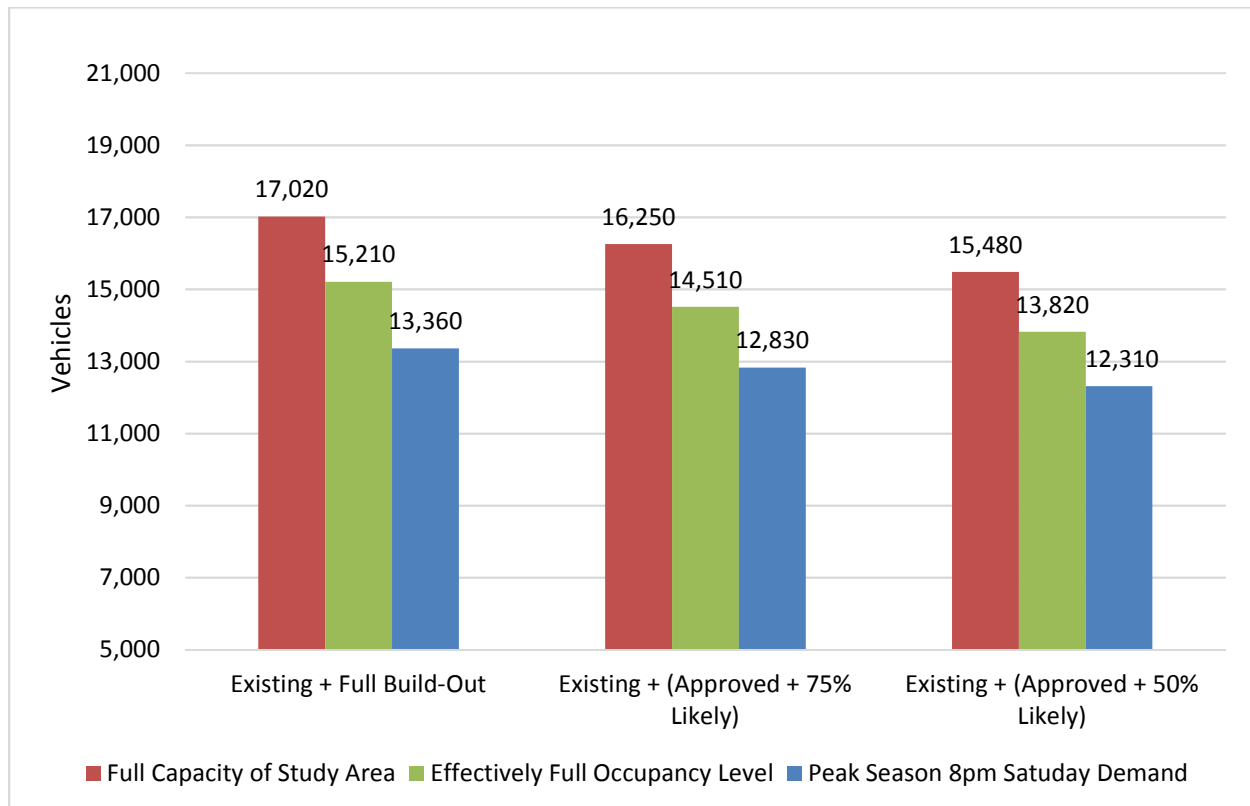


Figure A10: Saturday Peak Season and Peak Hour Parking Supply and Demand for the Combined Existing and 10-year Future Scenarios

Based on the results of the future parking supply and demand projections, we recommend a planning goal of reducing parking demand the study area by a range of 700-750 vehicles within a 10-year period. Parking demand should be managed to be at or just under the weekday peak hour effective capacity of parking supply inside of the study area, which is projected to be in a range between approximately 15,480 to 16,870 parking spaces depending on the future development scenario.

Table A6 summarizes the derivation of the recommended parking demand reduction.

Table A6: Recommended 10-year Parking Demand Reduction

Scenario	Study Area Peak Season Parking Demand Deficit Relative to Effective Capacity (in vehicles during the peak hour)	
	Weekday	Saturday
Existing Condition Observed + Adjusted	290	0
Existing Condition Land-Used Based	480	0
Difference Between Existing Conditions Methods	190	0
#1 Existing Condition Land-Used Based + 10-year Full Build-Out	940	0
#2 Existing Condition Land-Used Based + 10-year Approved & 75% Likely Development	900	0
#3 Existing Condition Land-Used Based + 10-year Approved & 50% Likely Development	840	0
#1- (Difference Between Existing Conditions Methods)	750	0
#2- (Difference Between Existing Conditions Methods)	710	0
#3- (Difference Between Existing Conditions Methods)	650	0
Recommended Planning Range Goal for 10- year Parking Demand Reduction	700-750	0

Task 3: Strategy Recommendations & Task 4 Implementation and Funding

Reducing demand for parking does not mean reducing trips to the study area. A set of recommendations were developed to use technology, emerging mobility on demand services, and enhancement of transit and bicycle infrastructure to reduce reliance on the personal vehicle for transportation to the study area. The recommendations also aim to provide options for better management of the City's existing parking resources, as well as an enhanced user experience. The specific parking challenges of employers, island residents, and low-wage earners are addressed in the recommendations and explained in greater detail in Chapter K.

Local, state, and federal funding assistance for the parking demand reduction and management recommendations are detailed in Chapter J. New sources of local funding include membership dues to a new transportation association, a development impact fee, and a special purpose parking meter rate increase on high demand streets to fund targeted programs. State funding was not found to be a likely source of funding with the exception of a possible contribution toward a local match to leverage federal funding. Federal funding assistance is possible for a number of the recommendations, and a discussion is included in Chapter J on relevant federal formula grants and competitive grants for which the City of Portland or another eligible agency in the study area could create a proposal.

Table A7 lists the parking demand reduction and management recommendations along with a suggested timeframe of implementation and suggested funding sources.

Table A7: Strategy Recommendations and Suggested Funding Sources

Strategy Recommendations	Suggested Implementation Timeframe	Suggested Funding Sources
Explore the Formation of a Non-Profit Transportation Association	1-2 years	Private membership dues, Federal Formula Grant, City Funds
Partner with Transportation Network Companies to Address Specific Parking Challenges for Constituents (employers, island residents, low-wage earners)	1-3 years	User fees, City Funds, Development Impact Fee, Special Purpose Meter Rate Increase, Federal Formula or Competitive Grant
Expand Specific Island Resident Parking Programs	1-2 years	City Funds
Pilot Test Higher Cost On-Street Parking in High Demand Areas	1-2 years	City Funds
Extend On-Street Meter Hours to 8pm City Wide	2 years	City Funds
Improve Parking Management and Technology	1 year -ongoing	City Funds, Federal Formula or Competitive Grant
Change Parking Requirements and Regulations	1 year	City Funds
Improve Parking Policies in the Context of Land Uses Permits	1 year	City Funds
Increase Car Sharing Use	1 year -ongoing	City Funds, Federal Formula or Competitive Grant
Continue Implementation of TDM Recommendations from the 2008 Peninsula Transit Study	1-5 years	City Funds, Development Impact Fee, Federal Formula or Competitive Grant
Additional Transit Recommendations	1-5 years	City Funds, Development Impact Fee, Federal Formula or Competitive Grant
Bicycle Infrastructure	1 year -ongoing	City Funds, Development Impact Fee, Federal Formula or Competitive Grant
Convert Unrestricted Parking	3-5 years	City Funds
Marketing and Advertising	1 year-ongoing	City Funds, Private/nonprofit funds/partnerships
Additional Data Collection	2 years-ongoing	City Funds, Private Donations, Federal Formula Grant
Construct New Structured Parking. Consider Requiring a Repurposeable Design	Depending on development, 3-7 years	Private Financing

B. Existing Supply and Demand Analysis

B.1 Introduction

As Task 1 of The City of Portland Parking Study for the Eastern Waterfront & Old Port, Fort Hill Infrastructure conducted an existing conditions analysis. Task 1 objectives included:

- Inventorying the existing parking supply within the study area,
- Collecting parking occupancy data on one weekday and one weekend day during the winter,
- Adjusting the collected parking data to represent the peak season,
- Conducting interviews with parking stakeholders,
- Identifying key parking issues related to employees of the study area, island residents, visitors, and study area residents,
- Identify subareas within the study area that may be experiencing more parking challenges than others.

B.2 The Study Area

The study area included what is generally considered Downtown Portland south of Cumberland Avenue encompassing some of the Arts District, all of the Old Port, the Waterfront (referred to here as the Central Waterfront), and the Eastern Waterfront. Figure 1 below shows the study area boundary. A one quarter mile buffer area boundary is shown outside of the study area.

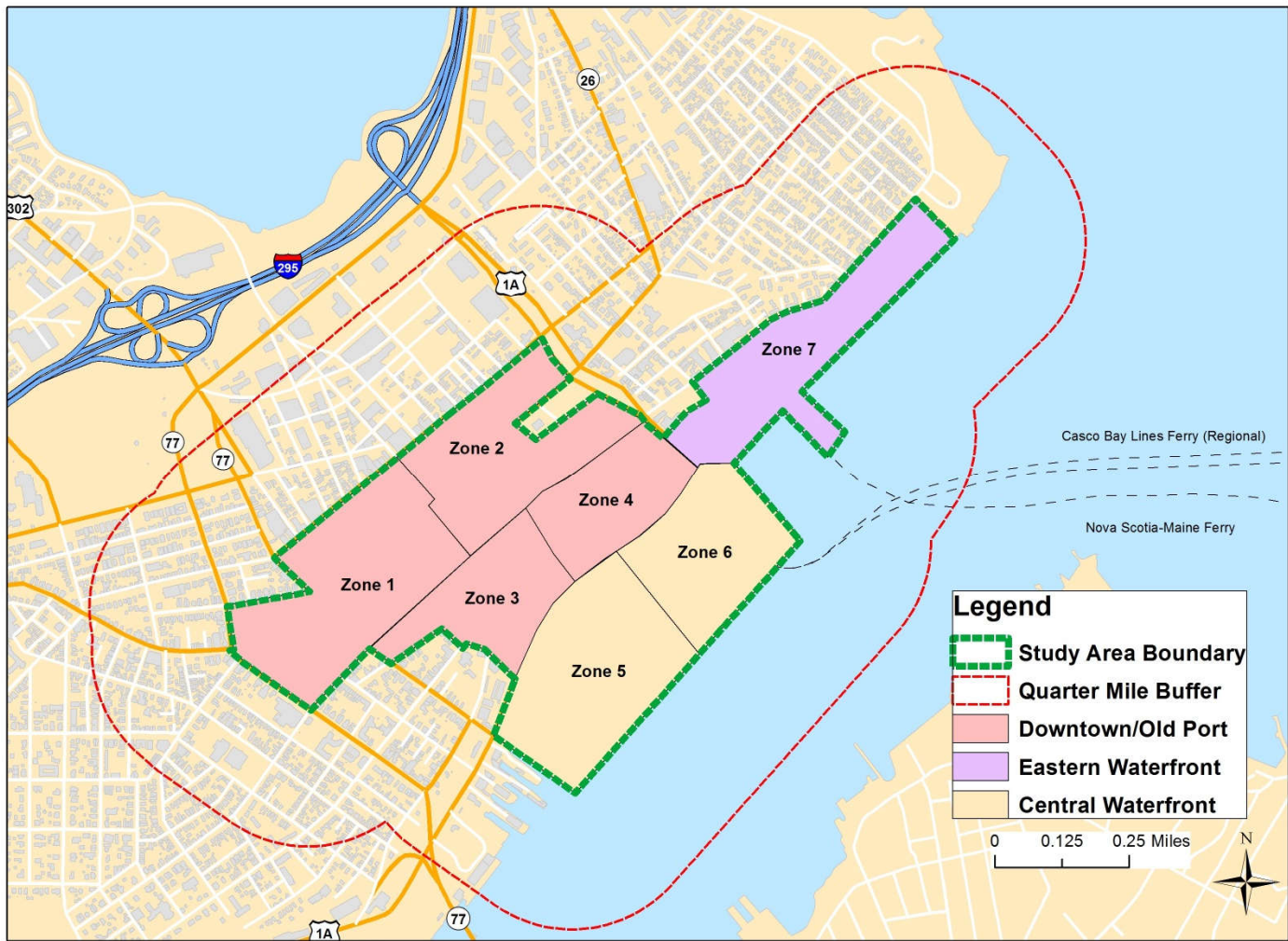


Figure 1: The Study Area Boundary and Subareas

To allow for a more localized analysis in some sections of this report, the study area was divided into 7 subarea zones. Table 1 describes the streets demarcating the subarea zones.

Table 1: Description of Subarea Zones

Zone	Location	Area (acres)	Dividing Streets Within the Study Area
1	Downtown/Old Port	63.7	North of Spring St, West of Preble St, West of Center St.
2	Downtown/Old Port	49.8	North of Spring St/Middle St, East of Center St, East of Preble St.
3	Downtown/Old Port	32.7	South of Spring St, West of Union St, North of Commercial St.
4	Downtown/Old Port	30.3	South of Spring St/Middle St, East of Union St, North of Commercial St., West of Franklin St.
5	Central Waterfront	58.5	South of Commercial St, Hobson's Wharf to Long Wharf.
6	Central Waterfront	40.5	South of Commercial St, Long Wharf to Maine State Pier.
7	Eastern Waterfront	52.6	East of Franklin St, Bounded by Fore St and part of Middle St to the North.
Total		328.1	

B.3 Employment

Employment growth in the Portland region and study area is considered here briefly to give a sense of the economic climate in which this parking study occurred. Between 2002 and 2014, a period that included The Great Recession of 2007 to 2009, employment growth was modest in the study area with a compound annual growth rate (CAGR) of 0.7% annually. During this 12-year period, employment growth in the study area slightly outpaced the City of Portland the Portland Metropolitan Statistical Area (MSA)¹. Between 2010 and 2014, post-recession, employment grew in the study area at a faster CAGR of 2.2%. The rate of employment growth in the study area was, however, lower than the national employment growth rate during the same period as shown in Table 2. The Peninsula refers to the area south east of I-295.

Table 2: Recent Employment Growth in the Study Area and Regionally

	Study Area Jobs	Peninsula Jobs	City of Portland Jobs	Portland-South Portland-Biddeford MSA Jobs	U.S. Jobs
2002	15,721	33,987	63,912	235,145	114,115,409
2010	15,594	34,689	65,645	240,494	123,344,995
2014	17,149	36,607	67,648	247,487	135,035,443
Change '02-'14	9.1%	7.7%	5.8%	5.2%	18.3%
CAGR '02-'14	0.7%	0.6%	0.5%	0.4%	1.4%
CAGR '10-'14	2.2%	1.9%	1.4%	1.3%	4.3%

Source: Longitudinal Employer-Household Dynamics, U.S. Census Bureau.

¹ The Portland, ME MSA includes Cumberland, Sagadahoc, and York Counties

The employment distribution among the subarea zones is shown in Table 3. Subarea Zone 4, in the Old Port, contains the most jobs, over 25% of the total study area employment, and has the highest employment density of the subarea zones at 144 jobs per acre. The subarea zones on the Central and Eastern Waterfronts currently contain fewer jobs, however as a subsequent chapter will show, the Waterfront zones are expected to see significant employment growth in the next 10 years.

Table 3: Subarea Zone Employment

Location	Zone	Area (acres)	Primary Jobs 2014	Non-Primary Jobs 2014	All Jobs 2014	Percentage of All Jobs 2014	Employment Density Jobs/Acre
Downtown/ Old Port	1	63.7	3,722	349	4,071	23.7%	63.9
Downtown/ Old Port	2	49.8	3,764	219	3,983	23.2%	80.0
Downtown/ Old Port	3	32.7	2,045	91	2,136	12.5%	65.3
Downtown/ Old Port	4	30.3	4,088	274	4,362	25.4%	144.0
Central Waterfront	5	58.5	750	38	788	4.6%	13.5
Central Waterfront	6	40.5	948	89	1,037	6.0%	25.6
Eastern Waterfront	7	52.6	740	32	772	4.5%	14.7
Study Area		328.1	16,057	1,092	17,149	100.0%	52.3

Source: Longitudinal Employer-Household Dynamics, U.S. Census Bureau. Non-Primary Jobs are jobs for which there is more than one worker.

A majority of workers employed in the study area, 70%, do not live within the city limits of the City of Portland. Just under 2% of study area workers currently live within the study area boundary. Figure 2 shows the home origins of workers in the study area as of 2014.

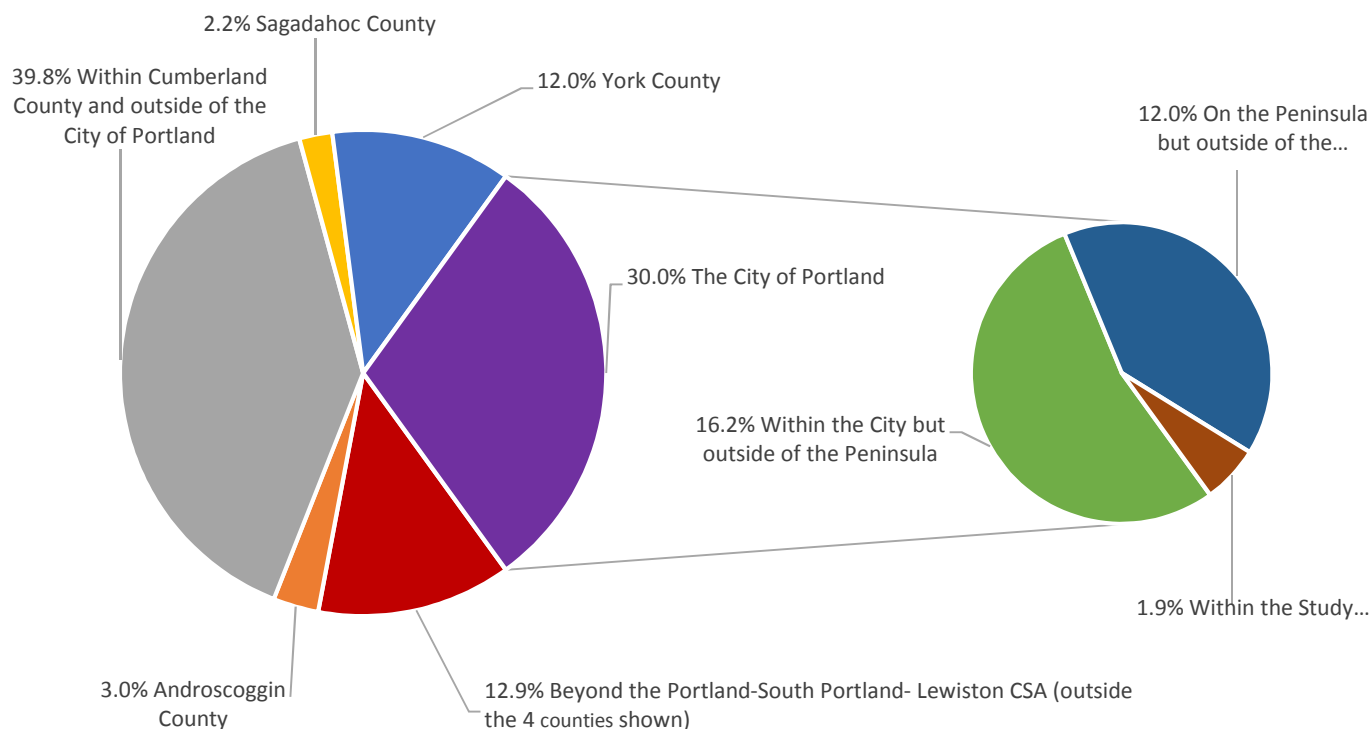


Figure 2: Study Area Worker Home Origins in 2014

Source: Longitudinal Employer-Household Dynamics, U.S. Census Bureau.

In Table 4, the home zip codes of study area workers who live within the City of Portland give a sense that Portland City residents who work within the study area are distributed roughly evenly among the City's zip codes, with the exception of zip codes covering the islands.

Table 4: Study Area Workers from City of Portland Zip Codes

Home Origin of Worker	Study Area Jobs	Percent of All Study Area Jobs
04101 Downtown-East End-Bayside (includes study area)	1,970	12%
04102 West End-Stroudwater	1,400	9%
04103 North Deering-Deering Center	1,709	11%
04108 Peaks Island	61	<0.1%
04109 Great Diamond, Little Diamond Island	5	<0.1%

Source: 2014 Longitudinal Employer–Household Dynamics (LEHD) data. U.S. Census Bureau.

Of the workers who live outside of the City of Portland, Table 5 shows the top ten zip codes from which workers commute. Any mobility solution for commuting workers to the study area should take into consideration where more workers tend to begin their commute.

Table 5: The Top Ten Zip Codes of Study Area Workers Outside of the City of Portland

Home Origin of Worker	Study Area Jobs	Percent of All Study Area Jobs
04106 South Portland	1,347	8%
04092 Westbrook Area	686	4%
04074 Scarborough Area	674	4%
04105 Falmouth Area	547	3%
04107 Cape Elizabeth Area	525	3%
04062 Windham Area	440	3%
04038 Gorham Area	424	2%
04072 Saco Area	411	2%
04096 Yarmouth Area	328	2%
04021 Cumberland Center Area	317	2%

Source: 2014 Longitudinal Employer–Household Dynamics (LEHD) data. U.S. Census Bureau.

Figure 3 maps the zip codes shown in Table 5. The zip code boundaries are populated with dots representing workers to give a visual sense of relative worker density, although the dots are distributed evenly in each zip code boundary and not to actual worker home locations. South Portland, Zip Code 04106, and Westbrook, Zip Code 04092, stand out as particularly important commuter markets for the study area located outside of the City of Portland due to their relatively high density of study area worker homes.

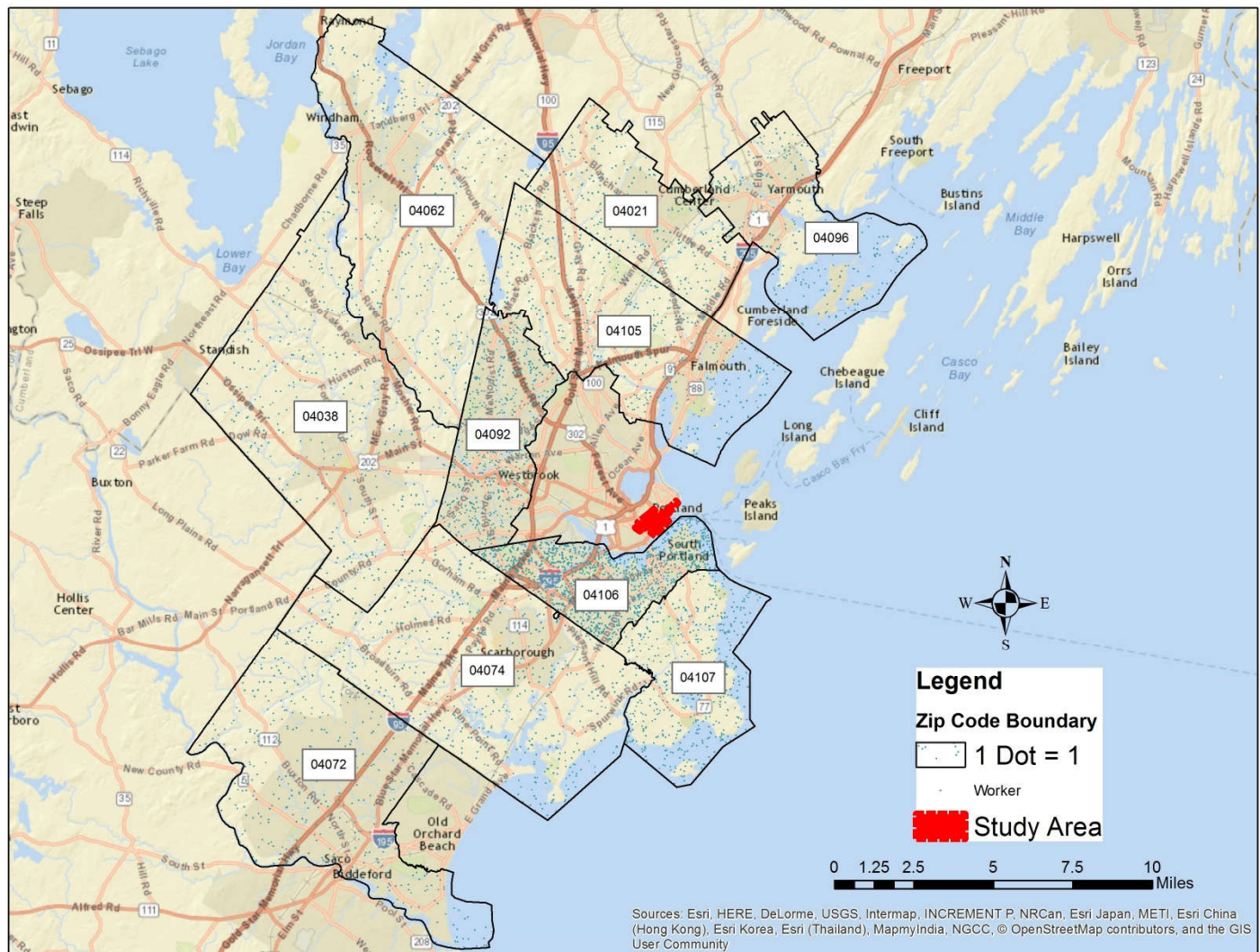


Figure 3: Study Area Workers by Zip Code Outside the City of Portland

B.4 Population

As shown in Table 6, according to the 2015 American Community Survey 5-year sample, Census Tract 3 in Cumberland County, which has a boundary that closely matches the study area, has a total resident population of 2,600. Since 2000, the total population in the study area has decreased, evidently due to a significant drop in the population living in group quarters, which includes group homes, institutions, shelters, etc. However, the number of occupied households in the study area and the population living in occupied households has remained relatively constant in the last 15 years, as shown in Table 7. In contrast, the Portland MSA gained population at a rate of nearly 7 percent during the same period.

Table 6: Total Population in the Study Area and Regionally

Year	Study Area	Peninsula	City of Portland	Portland-South Portland-Biddeford MSA
2000	3,125	23,168	64,249	487,568
2015	2,589	23,248	66,490	520,893
Change '00-'15	-17%	0.3%	3.5%	6.8%

Sources: 2000 Census, 2015 ACS 5-Year Estimate. U.S. Census Bureau.

Table 7: Study Area Population in Occupied Households

Year	Occupied Households	Population in Occupied Households
2000	1,709	2,434
2015	1,729	2,441
Change '00-'15	1.2%	0.3%

Sources: 2000 Census, 2010 Census, 2015 ACS 5-Year Estimate. U.S. Census Bureau.

The resident population within the study area is shown in Table 8. It shows that existing population within the study area is heavily concentrated in Subarea Zone 1 with approximately 63% of the population. Subarea Zones 5, 6, and 7, along the Central and Eastern Waterfronts currently have the fewest residents, however a subsequent chapter will show that these zones are expected to see significant residential development in the near future.

Table 8: Subarea Zone Population

Location	Zone	Area (acres)	Pop%	HH %
Downtown/Old Port	1	63.7	63%	61%
Downtown/Old Port	2	49.8	8%	9%
Downtown/Old Port	3	32.7	10%	9%
Downtown/Old Port	4	30.3	8%	8%
Central Waterfront	5	58.5	4%	5%
Central Waterfront	6	40.5	0%	0%
Eastern Waterfront	7	52.6	7%	8%
Study Area		328.1	100%	100%

Sources: 2010 Census. U.S. Census Bureau. Census Block Level Data.

B.5 Work Commute Travel Mode

To get a sense of commuting trends in the Portland region, journey to work data from the 2000 census and 2015 ACS 5-year estimate were compared. The data describes how workers who live in a defined area commute to work collectively to all jobs. It is not possible to exclusively isolate how those who work in the study area commute, as that information would need to be extracted from a regional travel demand model or collected through a travel survey.

The data shows significantly lower shares of drive alone commuting for workers who live in the study area or on the Peninsula as compared to the City and MSA. The share of workers who walk to work is very high in the study area at 43 percent in 2015, implying that those who live in the study area tend to work within a walkable distance from home.

Table 9 summarizes regional commuting trends between 2000 and 2015, the key insights are:

- The share of commuters who drive alone decreased in the region, and residents of the study area shifted away from driving alone more than the region with nearly a 9 percent decrease;

- Carpooling decreased everywhere except with residents of the study area where the carpool mode to work rose by nearly 7 percent;
- Transit commute mode share appears to have decreased slightly for residents who live in the urban core of the Portland region, yet the region saw a very small 0.1% increase in transit ridership suggesting that commuters living outside of the City of Portland have accounted for the small regional net gain in transit commute share;
- Bicycle commute mode share increased on the Peninsula at just over 1 percent, yet residents of the study area appeared to be commuting by bicycle less in 2015 compared to 2000;
- Walk mode share increased everywhere with impressive gains of nearly 9 percent on the Peninsula and nearly 12 percent for residents of the study area;
- The share of workers who worked from home increased everywhere except for the study area, which saw a nearly 4 percent drop in the share of home workers.

Table 9: Commute Mode Share Trends by Home Origin

	Commuter Home Origin	Drive Alone	Carpool	Transit	Bicycle	Walked	Work from Home & Other
2015	Portland-South Portland-Biddeford MSA	78.3%	9.3%	1.1%	0.6%	3.9%	7.0%
	City of Portland	67.4%	8.6%	3.1%	1.6%	12.2%	7.3%
	On the Peninsula	49.2%	6.9%	4.7%	2.8%	28.6%	7.9%
	Within the Study Area	40.6%	10.2%	3.5%	0%	42.5%	3.2%
	Commuter Home Origin	Drive Alone	Carpool	Transit	Bicycle	Walked	Work from Home & Other
2000	Portland-South Portland-Biddeford MSA	79.8%	10.2%	1.0%	0.3%	3.7%	5.0%
	City of Portland	70.7%	10.8%	3.9%	1.1%	8.9%	4.5%
	On the Peninsula	56.8%	11.8%	5.0%	1.7%	19.7%	4.9%
	Within the Study Area	49.4%	3.9%	8.5%	0.5%	30.8%	6.9%
	Commuter Home Origin	Drive Alone	Carpool	Transit	Bicycle	Walked	Work from Home & Other
Change '00-'15	Portland-South Portland-Biddeford MSA	-1.5%	-0.9%	0.1%	0.2%	0.2%	1.9%
	City of Portland	-3.3%	-2.2%	-0.8%	0.5%	3.3%	2.8%
	On the Peninsula	-7.6%	-4.8%	-0.4%	1.1%	8.9%	2.9%
	Within the Study Area	-8.8%	6.3%	-5.0%	-0.5%	11.7%	-3.7%

Sources: 2000 Census, 2015 ACS 5-Year Estimate. U.S. Census Bureau.

B.6 Auto Ownership

Auto ownership trends between 2000 and 2015 in the Portland MSA looked more or less like the nation as a whole, with growth in the number of vehicles available per occupied household of 3.3 percent in the Portland MSA versus 3.9 percent nationally. The City of Portland had higher growth in auto ownership than national and region rates with an increase of 4.4 percent.

The urban core of Portland had slower rate of growth in vehicles per household during the 15-year period. Household vehicle ownership rates on The Peninsula grew by a rate of 2.6 percent during the period while the study area grew at a rather marginal rate of 1.1 percent. In 2015, Peninsula residents owned vehicles at a rate of 0.97 per household. Within the study area, the rate was 0.7 vehicles per household, well below the national average of 1.76 vehicles per household and the regional Portland average of 1.79 vehicles per household. It is interesting to note that while auto ownership levels rose, commuting to work by single occupancy vehicle appears to have decreased in the Portland region over the same timeframe. Table 10 shows the regional auto ownership trends normalized by occupied households.

Table 10: Auto Ownership 2000-2015

	Home Location	Vehicles	Occupied Households	Veh/HH
2015	Total U.S.	205,767,452	116,926,305	1.76
	Portland-South Portland-Biddeford MSA	383,798	214,667	1.79
	City of Portland	40,495	30,119	1.34
	On the Peninsula	11,611	11,917	0.97
	Within the Study Area	1,206	1,729	0.70
	Home Location	Vehicles	Occupied Households	Veh/HH
2000	Total U.S.	178,344,236	105,480,101	1.69
	Portland-South Portland-Biddeford MSA	340,344	196,669	1.73
	City of Portland	38,283	29,715	1.29
	On the Peninsula	11,468	12,073	0.95
	Within the Study Area	1,179	1,709	0.69
	Home Location	Vehicles	Occupied Households	Veh/HH
Change '00-'15	Total U.S.	13.3%	9.8%	3.9%
	Portland-South Portland-Biddeford MSA	12.8%	9.2%	3.3%
	City of Portland	5.8%	1.4%	4.4%
	On the Peninsula	1.2%	-1.3%	2.6%
	Within the Study Area	2.3%	1.2%	1.1%

Sources: 2000 Census, 2015 ACS 5-Year Estimate. U.S. Census Bureau.

C. Existing Parking Information Technology

Many cities are making detailed parking data available to users in real time. It is encouraging that the following smartphone apps are either already available in Portland, or will soon be:

- Expected in the Fall of 2017, the new City of Portland Parking app that will allow for payment of on-street parking using a smartphone for the first time. Users will get updates on the app including alerts for expiring time and will have the opportunity to add more time up to the allowable limit. The app will be functional using both multi-space kiosk and traditional coin operated metered spaces. If over time the app can be enhanced to provide on-street occupancy and wayfinding to open on-street spaces, it could be helpful for Portland to dispel negative perceptions about parking availability. The new app along with the City's new electronic enforcement technology should help the city better manage on-street parking supply.
- The Passport Parking app is used by the largest surface lot operator in the study area, Unified Parking Partners. The Passport app already informs users where to find surface lot space on a map of Portland, allows for price comparison, hourly or multi-hour parking purchasing, and the app interfaces seamlessly with Google Maps for wayfinding. The interface could be improved by displaying price information earlier in the transaction process to quicken price comparing and including information on real-time lot occupancy.
- Spare Spott is a parking app operating in Portland that allows commercial parking operators or commercial property owners to sell transient parking at underperforming locations that may have low visibility or are grouped in small numbers in "spare" locations. The app markets itself as a way for operators who do not have their own app to connect with customers and sell underperforming spaces. The app splits profit with the owner. Hourly prices are displayed on a map of Portland prominently, making price shopping easy upon first opening the app. The company may raise or lower hourly rates based on demand every six months.
- ParkMe and Parkopedia are global parking apps and websites that began as mostly informational but are evolving into full service parking apps as more operators share real-time information and partner with them to allow reservations. Substantial information on parking facility operating hours, prices, and facility size, and wayfinding is currently available for Downtown Portland using both apps. A limited number of parking operators currently allow the purchasing of parking using the apps. ParkMe also provides real-time occupancy at structured parking facilities, and in some markets, such as Washington, DC, the coverage of occupancy data at downtown garages is impressive. Currently, just one floor of the One City Center Garage in Portland appears to provide real-time occupancy information to the ParkMe app. With more parking operator partnerships, these apps could become excellent tools for prospective parking users.

D. Existing Parking Supply

D.1 Structured Parking Supply Inventory

Structured parking garages were inventoried in the study area using existing City parking survey data, supplemental aerial imagery, and information from City staff. The parking structures shown below in Figure 4 are categorized as either:

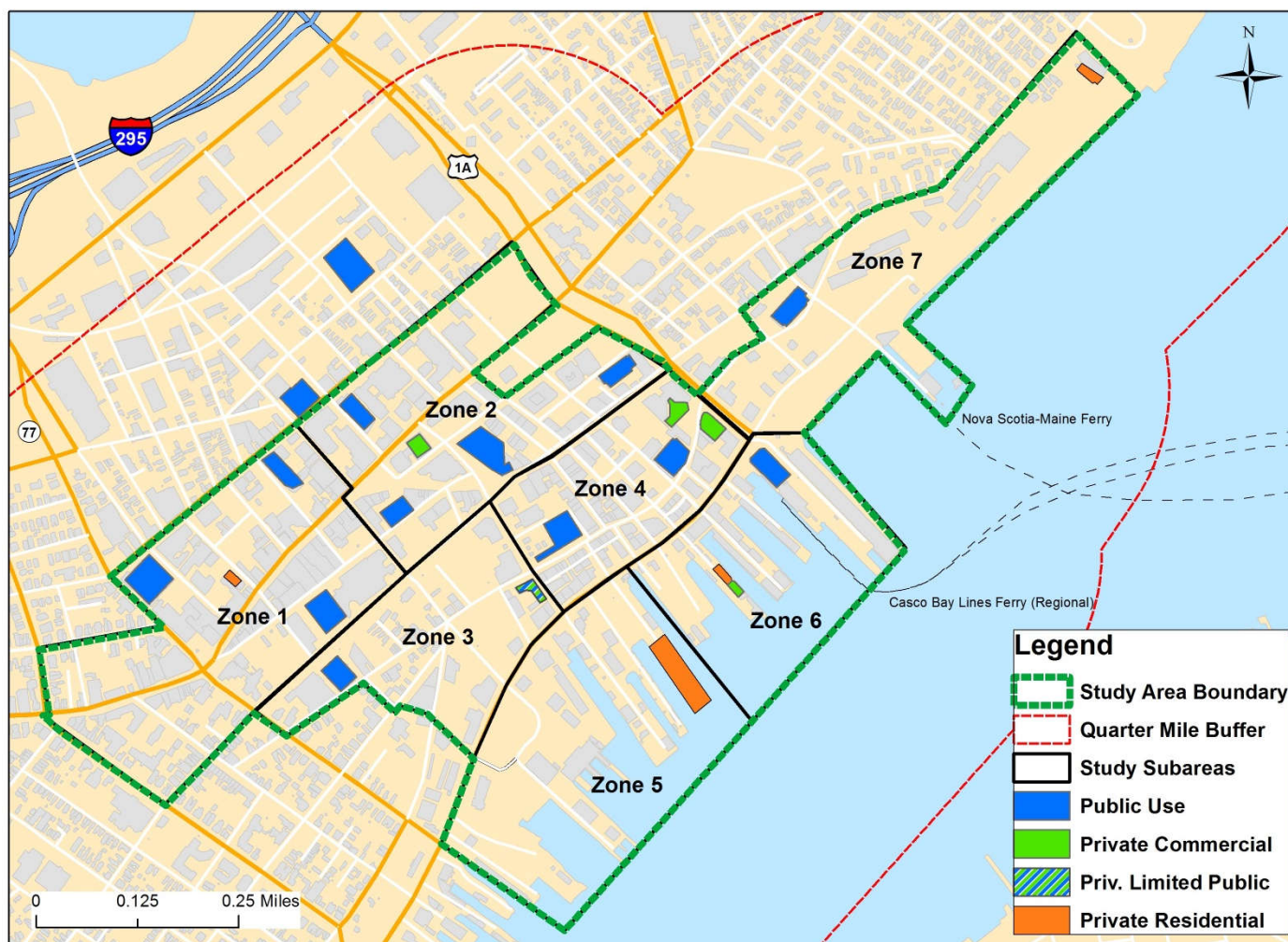
Public Use- Daily general purpose public parking use including monthly and transient users. Blocks of passes may be held by employers and or hotels/business for customers. Allocation of space to monthly pass holders and transient users is typically managed in real time with the help of software.

Private Commercial- Parking reserved for the employees and customers of commercial tenants in attached or nearby buildings.

Private Residential- Parking reserved exclusively for residents of attached or nearby buildings.

Private with Limited Public Use- Parking reserved for private tenants of attached or nearby buildings with some allowance for general use public parking either through monthly parking passes or limited transient hours typically during off-peak periods.

Figure 4: Structured Parking



An inventory of the number of parking structures by subarea zone and primary use is shown in Table 11. The land area consumed by structured parking is included. Where a parking structure fit within the structural footprint of a commercial or residential structure, the land area was not counted. This exception does not include parking structures with ground floor retail. Two public use garages within the quarter mile buffer area surrounding the study area are also included.

Table 11: Structured Parking Inventory: Quantity and Area

	Downtown/Old Port				Central Waterfront		Eastern Waterfront	Study Area Total	1/4 mi Buffer Area ⁺
Subarea Zone	1	2	3	4	5	6	7		
Public Use	3	4	1	2	0	1	1	12	2
Private with Limited Public Use	0	0	1	0	0	0	0	1	N/A
Private Use	1	1	0	2	1	2	1	8	N/A
Total Parking Structures	4	5	2	4	1	3	2	21	2
Structured Parking Area (acres)*	2.6	2.8	0.9	1.6	0.0	0.7	0.9	9.5	2.0
Subarea Zone Land Area (acres)	63.7	49.8	32.7	30.3	58.5	40.5	52.6	328.1	N/A
Structured Parking pct Land Area	4.1%	5.6%	2.6%	5.3%	0.0%	1.8%	1.7%	2.9%	N/A

*The areas of parking structures built beneath a commercial or residential building are not included.

+ Structured parking in the ¼ mile buffer area included the Chestnut St garage and the Public Market garage.

Structured parking capacities are summarized in Table 11. The Downtown/Old Port contains the most structured parking in the study area, with Subarea Zones 1 and 2 containing just over half of the structured parking. Total structured parking capacity totals 7,013 spaces with 87% percent of total spaces (6,113) located in garages operated for public use. There are an additional 1,050 structured parking spaces outside of the study area north of Cumberland Avenue within the quarter mile buffer area. Effective capacity is defined as 90 percent of total capacity, which is the maximum occupancy level attained before users have high difficulty locating spaces and queuing begins to occur in and around the facility.

Table 12: Structured Parking Inventory: Spaces

	Downtown/Old Port				Central Waterfront		Eastern Waterfront	Study Area	1/4 mi Buffer Area ⁺
Subarea Zone	1	2	3	4	5	6	7		
Public Use	1560	1946	285	1184	0	418	720	6,113	1050
Private with Limited Public Use	0	0	195	0	0	0	0	195	N/A
Private Commercial	0	73	0	284	0	20	0	377	N/A
Private Residential	37	0	0	0	150	30	111	328	N/A
Total Capacity	1,597	2,019	480	1,468	150	468	831	7,013	1,050
Effective Capacity (90%)	1,437	1,817	432	1,321	135	421	748	6,312	945

+ Structured parking in the ¼ mile buffer area included the Chestnut St garage and the Public Market garage.

D.2 Structured Parking Monthly Supply and Pricing

The exact number of monthly spaces sold at privately operated garages is considered confidential information and was not shared by operators for this study. The amount of monthly parking offered is sometimes set by lending terms. Parking operators set their rate structures and parking mix (monthly vs. transient) to maximize revenue. Transient parking users pay a higher daily rate but can be a less reliable source of revenue. Many structured parking operators use software to optimize the parking mix offered. The amount of monthly parking available to employees in the study area is among the most important parking issues Portland is facing, as employers have voiced frustration over the scarcity of monthly parking for new employees.

Table 13 shows what the quantity of monthly structured parking would likely be under a range of reasonable assumptions for different types of structured parking.

For the public use structures, a low range of 65 percent and a high range of 85 percent of total capacity for daytime monthly parking was assumed, including an oversell rate of 10 percent. Oversell rates are possible because of the daily probability of monthly parker absenteeism, vacation, and time differences in worker shifts. Reserved parking is not typical in Portland except for in private commercial and residential garages. Monthly supply in private commercial garages was estimated as the total capacity since these structures are primarily built to accommodate the employees of attached structures.

Garages primarily for hotel patron use were estimated at 15 percent to 20 percent monthly. Although residential parking structures do not typically contract out monthly parking for nearby employees, an estimated 12 percent of structured residential spaces are counted towards monthly parking capacity because it is unlikely that residents who both live and work within the study area would pay to re-park their vehicles at their place of employment. The 12 percent estimate is derived from dividing the number of primary job holders who both live and work in the study area, 300² by the adult population of the study area, 2,431³.

² Source: 2014 Longitudinal Employer-Household Dynamics Data from the U.S. Census Bureau, the latest year available.

³ Source: 2015 American Community Survey 5-year estimates from the U.S. Census Bureau. 18 years and over population of Census Tract 3 in Cumberland County Maine.

Table 13: Structured Parking Pricing and Estimate of Monthly Structured Parking

	Downtown/Old Port				Central Waterfront		Eastern Waterfront	Study Area (1-7)	1/4 mi Buffer Area⁺
Subarea Zone	1	2	3	4	5	6	7		
Total Capacity	1,597	2,019	480	1,468	150	468	831	7,013	1,050
Effective Capacity (Spaces)	1,437	1,817	432	1,321	135	421	748	6,312	945
Estimate of Monthly Spaces	1,020-1,460	1,460-1,890	70-100	1,130-1,390	18-20	320-410	530-690	4,650-5,960	680-880
Monthly Percentage of Total Spaces (Estimate)	70%-91%	72-94%	15-20%	77-95%	12%	68-88%	64-83%	66-85%	71-93%
Average Monthly Price	\$120	\$126	\$120	\$160	N/A	\$155	\$155	\$134	\$120
Average Daily	\$25	\$30	\$16	\$45	N/A	\$40	\$50	\$32	\$35
Average Hourly Price	\$2.60	\$3.10	\$1.75	\$5.50	N/A	\$5.00	\$5.00	\$3.60	\$3.00

+ Structured parking in the ¼ mile buffer area included the Chestnut St garage and the Public Market garage.

Also in Table 13 are average monthly, daily, and hourly parking prices for structured parking. The average prices in each zone were weighted by garage size. The highest average parking rates are found in Subarea Zone 4 in the Old Port, Subarea Zone 6 near the Casco Bay Lines Ferry Terminal, and Subarea Zone 7 the Eastern Waterfront.

To put the average structured parking prices into context, Table 14 was made to show how average prices from the study area compared to other cities in New England. As a quick way to aggregate price data from other cities, the online parking information from site Parkopedia.com was used to retrieve parking prices from the 5 closest parking structures to City Hall in each of the respective cities. The averages shown are weighted by structure size where possible and reflect weekday prices.

Table 14: Comparing Structured Parking Cost in New England Cities

	City	Monthly		City	Daily		City	Hourly
1	Boston, MA	\$502	1	Boston, MA	\$39	1	Boston, MA	\$25.58
2	Providence, RI	\$211	2	Portland, ME	\$32	2	Providence, RI	\$8.00
3	Hartford, CT	\$202	3	Portsmouth, NH	\$25	3	Hartford, CT	\$4.00
4	New Haven, CT	\$159	4	Hartford, CT	\$22	4	New Haven, CT	\$3.89
5	Portsmouth, NH	\$135	5	Providence, RI	\$19	5	Portland, ME	\$3.60
6	Portland, ME	\$134	6	New Haven, CT	\$17	6	Bridgeport, CT	\$3.25
7	Worcester, MA	\$121	7	Stamford, CT	\$14	7	Worcester, MA	\$3.18
8	Burlington, VT	\$96	8	Bridgeport, CT	\$14	8	Stamford, CT	\$3.00
9	Manchester, NH	\$93	9	Springfield, MA	\$13	9	Manchester, NH	\$2.26
10	Springfield, MA	\$93	10	Manchester, NH	\$11	10	Portsmouth, NH	\$1.25
11	Bridgeport, CT	\$89	11	Worcester, MA	\$11	11	Springfield, MA	\$1.23
12	Stamford, CT	\$89	12	Burlington, VT	\$10	12	Burlington, VT	\$1.11

Source: City of Portland, ME Parking Survey 2017, Parkopedia.com accessed in June 2017.

Portland appears to be middle of the pack compared to other New England cities by monthly and hourly prices for structured parking. Daily structured parking prices, however, show that Portland is second only to Boston in average price.

In some markets, garages offer evenings-only monthly parking at reduced rates, however the practice does not appear to be widespread in the Portland. One garage in Subarea Zone 4 advertises monthly evenings-only parking at a cost of \$85.

D.3 Surface Lot Parking

Surface parking lots were inventoried in the study area using existing City parking survey data, supplemental aerial imagery, and information from City staff. The surface lots in Figure 5 are categorized by their primary use as either:

Public Use- General purpose public parking use. Payment structure may either be by monthly permit, daily, hourly or some combination thereof. Public use lots may be publicly or privately owned.

Private with Limited Public Use- Private lots primarily for employee or customer parking that offer limited general-purpose public use either through the sale of a limited number of permits for weekdays or off-peak transient access.

Private Commercial- Parking intended for use by the customers of nearby commercial land use, possibly with limited employee parking mixed in.

Private Residential- Parking reserved exclusively for residents of nearby buildings.

Private Employer- Parking reserved for employee or industrial parking use.

Private Shared/Other- Parking that serves a mix of nearby land uses including residential, commercial, and or civic/ecclesiastical/institutional use. General public parking is not allowed.

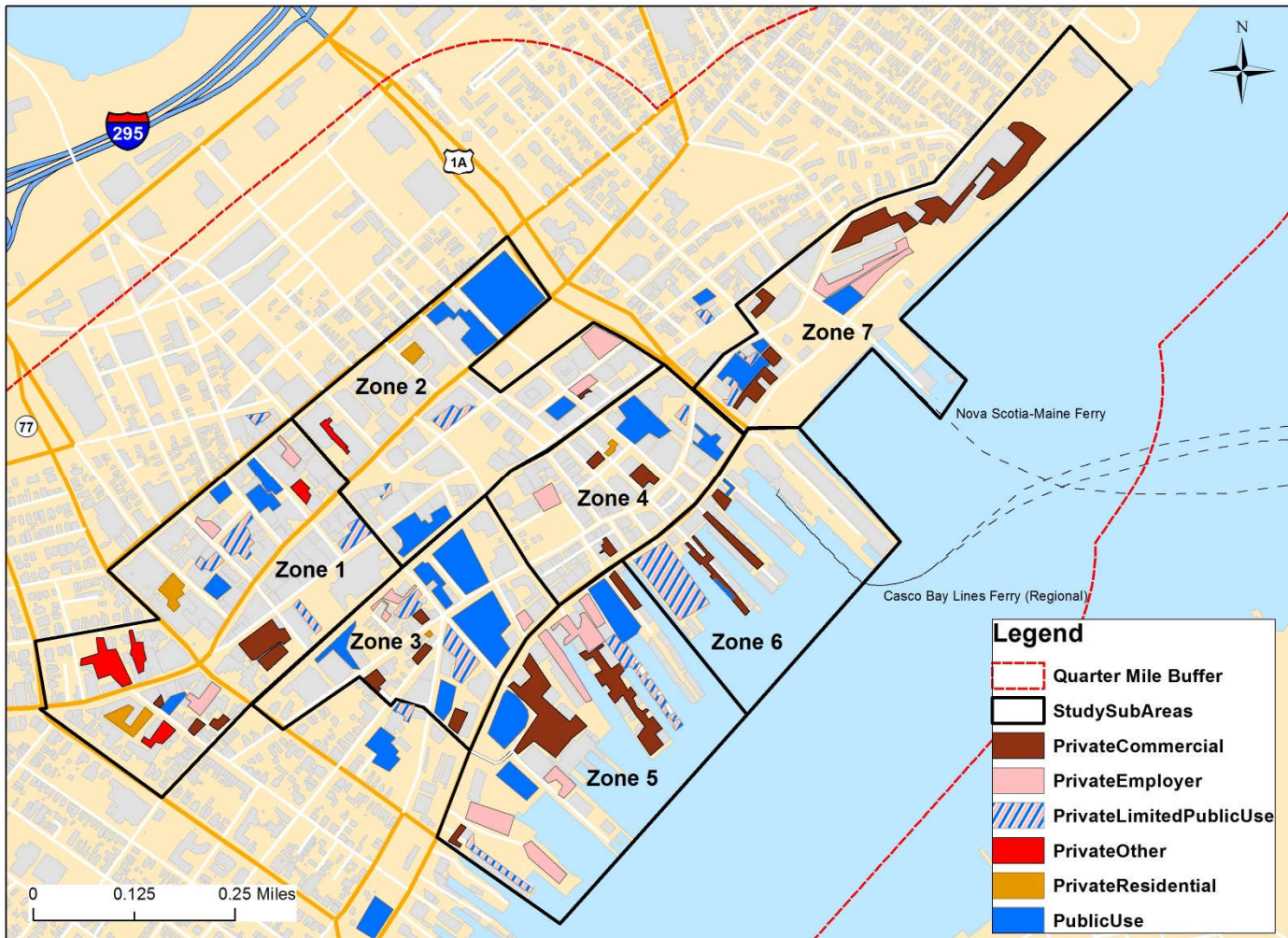
Figure 5: Surface Lot Parking

Figure 5 also includes a small number of surface parking lots located outside of the study area that are known to offer general purpose public parking. There are many more private surface lots within the quarter mile buffer area, but most serve businesses and residences outside of the study area.

Table 15 summarizes the quantity of surface lots in each category by subarea and includes the percentage of land occupied by surface parking.

Table 15: Surface Lot Parking Inventory: Quantity and Area

	Downtown/Old Port				Central Waterfront		Eastern Waterfront	Study Area	1/4 mi Buffer Area ⁺
Subarea Zone	1	2	3	4	5	6	7		
Public Use Lots	5	4	5	2	3	2	3	24	3
Private Lots with Lim. Public Use	4	2	2	1	2	1	2	14	2
Private Lots	14	5	8	5	10	3	7	52	N/A
Total Surface Lots	23	11	15	8	15	6	12	90	N/A
Public Use Lot Area (acres)	1.8	6.3	6.7	1.8	3.5	0.2	1.6	21.9	1.78
Private with Lim. Public Use Lot Area (acres)	2.0	0.6	0.4	0.2	1.6	2.7	0.4	7.7	0.3
Private Lot Area (acres)	5.9	1.6	1.3	1.2	9.0	1.3	6.3	26.5	N/A
Total Surface Lot Area (acres)	11.7	8.5	8.9	3.3	14.0	6.8	8.7	61.9	N/A
Subarea Zone Area (acres)	63.7	49.8	32.7	30.3	58.5	40.5	52.6	328.1	N/A
Surface Lot Parking Pct Land Area	18.4%	17.0%	27.2%	11.0%	23.9%	16.7%	16.6%	18.9%	N/A

+ Surface lot parking in the ¼ mile buffer area included Maria's Ristorante, Angelo's Acre, 52 Danforth St, 62 India St, and 59 Middle St.

Surface parking land area totaled 18.9 percent in the study area. When combined with the land area of structured parking, which was 2.9 percent (as shown in Table 11), the total land area allocated to parking in the study area becomes 21.8 percent. To put the percent of land area devoted to parking in the study area into perspective, Table 16 shows central business district land area allocated to off-street parking from past studies of other cities. The study area, which is a close proxy for Portland's CBD, is among other CBDs known to have a high percent of land area allocated to surface parking.

Table 16: Comparing CBD Land Area Allocated to Parking

City	Year	Percent of CBD Land Area Devoted to Parking
Los Angeles, CA	1960 ⁴	24%
Portland, ME	2017	22%
Silver Springs, MD	2010 ⁵	22%
Hartford, CT	2000 ⁶	18%
Dallas, TX	1961 ³	18%
New Haven, CT	2000 ⁵	16%
Berkeley, CA	2000 ⁵	6%
Cambridge, MA	2000 ⁵	3%

The capacity of surface lots is summarized in Table 17. Surface lot parking supply within the study area totals 6,405 spaces with 43 percent of total spaces (2,785) designated for public use. There are an additional 316 spaces outside of the study area identified as offering public parking. Effective capacity is shown as 90 percent of total capacity, which is the maximum occupancy level attained (5,765 spaces) before users have high difficulty locating spaces and queuing begins to occur in and around the facility.

Table 17: Surface Lot Parking Inventory: Spaces

	Downtown/Old Port				Central Waterfront		Eastern Waterfront	Study Area	1/4 mi Buffer Area ⁺
Subarea Zone	1	2	3	4	5	6	7		
Public Use Lots	208	889	672	254	520	32	210	2,785	271
Private with Lim. Public Use Lots	175	67	163	32	125	317	56	935	45
Private Employer Lots	136	65	74	35	361	-	282	953	N/A
Private Commercial Lots	261	6	114	90	261	133	464	1,329	N/A
Private Other/Mixed Lots	188	15	-	-	-	-	-	203	N/A
Private Residential Lots	130	37	6	27	-	-	-	200	N/A
Total Capacity	1,098	1,079	1,029	438	1,267	482	1,012	6,405	316
Effective Capacity	988	971	926	394	1,140	434	911	5,765	284

⁺ Surface lot parking in the ¼ mile buffer area included Maria's Ristorante, Angelo's Acre, 52 Danforth St, 62 India St, and 59 Middle St.

⁴ Manville, Michael; Shoup, Donald. "Parking, People, and Cities". Journal of Urban Planning and Development. American Society of Civil Engineers. December 2005.

⁵ Johnson, Matt, "Parking Takes Up Space", Greater Greater Washington. July 23, 2010. <<https://ggwash.org/view/5939/parking-takes-up-space>>

⁶ McCahil, Chris et. Al. "Visualizing Urban Parking Supply Ratios". Congress for New Urbanism 22nd Annual Meeting, Buffalo, NY June 4-7, 2014.

D.4 Surface Lot Monthly Supply and Pricing

An estimate of monthly surface lot parking supply (available during the daytime) was made using the following assumptions. Public use lots that advertise as monthly parking only during weekday working hours are known. Public use lots that offer a mix of monthly, daily, and hourly parking where the number of monthly parking spaces sold was unknown were assumed to offer a range between 65 percent and 85 monthly with an oversell rate of 10%.

Private employer lots were considered to be 100% monthly. Private commercial lots are primarily for customers, however 25% was counted as monthly to account for limited parking for business owners and employees who may have close parking privileges. Similarly, a 25% assumption was also made for shared/other parking lots. Private residential parking lots were counted as 12% monthly parking, based on the percent of adult study area residents who also work in the study area and would be unlikely to repark their vehicle at work.

Table 18 shows the estimated range of monthly parking by subarea zone. Also in Table 18 are surface lot weighted price averages. Price averages were weighted by lot size. A separate average was calculated for weekend prices because some private lots offer public daily and hourly parking on weekends only. The average daily weekend rate was slightly lower, \$21 compared to \$23, on weekdays. The average weekend hourly rate was slightly higher at \$3.75, compared to \$3.25 on weekdays. Additionally, a limited number of lots offer a flat evening rate after 6pm at an average of \$5.

Table 18: Surface Lot Parking Pricing and Estimate of Monthly Parking

	Downtown/Old Port				Central Waterfront		Eastern Waterfront	Study Area (subareas 1-7)	1/4 mi Buffer Area ⁺
Subarea Zone	1	2	3	4	5	6	7		
Total Capacity (Spaces)	1,098	1,079	1,029	438	1,267	482	1,012	6,405	257
Effective Capacity (Spaces)	988	971	926	394	1,140	434	911	5,765	231
Estimate of Monthly (Spaces)	540-580	750-940	750-890	270-330	920-1030	370-380	600-650	4200-4800	110-160
Estimate of Monthly (Pct)	49-53%	70-87%	73-86%	62-75%	73-81%	77-79%	59-64%	66-75%	43-62%
Avg Monthly Price	\$95	\$108	\$120	\$135	\$119	\$140	\$116	\$118	\$81
Avg Weekday Daily (if offered)	N/A	\$17	\$36	N/A	\$10	\$40	\$10	\$23	\$6
Avg Weekday Hourly	\$3.75	\$2.75	\$3.75	\$6.25	\$3.00	\$6.00	\$5.00	\$3.25	\$4
Avg. Evening Flat Rate after 6pm (if offered)	N/A	N/A	\$5.00	\$6.00	\$5.00	N/A	N/A	\$5.00	N/A
Avg Weekend Daily (if offered)	N/A	\$19	\$36	N/A	\$8	\$40	\$10	\$21	\$6
Avg Weekend Hourly	\$4.00	\$2.50	\$4.25	\$4.25	\$4.00	\$6.00	\$5.00	\$3.75	\$4

+ Surface lot parking in the ¼ mile buffer area included Maria's Ristorante, Angelo's Acre, 52 Danforth St, 62 India St, and 59 Middle St.

Comparing the study area surface lot prices to other cities in New England shows that the monthly and hourly surface lot prices fall near the middle of the pack in New England, but the daily surface lot price of \$21 ranks third behind Boston and Portsmouth, NH. Table 19 contains a surface lot price comparison. The data from other cities was collected by averaging prices at up to 5 of the nearest surface lots to each respective city hall using the parking information site Parkopedia.com and supplemental information from individual city websites.

Table 19: Comparing Surface Lot Parking Cost in New England Cities

	City	Monthly		City	Daily		City	Hourly
1	Boston, MA	\$332	1	Boston, MA	\$34	1	Boston, MA	\$15.00
2	Providence, RI	\$188	2	Portsmouth, NH	\$25	2	Providence, RI	\$8.00
3	New Haven, CT	\$135	3	Portland, ME	\$21	3	Hartford, CT	\$4.70
4	Portland, ME	\$118	4	New Haven, CT	\$19	4	New Haven, CT	\$4.51
5	Hartford, CT	\$117	5	Burlington, VT	\$16	5	Portland, ME	\$3.25
6	Stamford, CT	\$75	6	Providence, RI	\$16	6	Burlington, VT	\$1.80
7	Manchester, NH	\$60	7	Hartford, CT	\$12	7	Springfield, MA	\$1.38
8	Springfield, MA	\$60	8	Stamford, CT	\$10	8	Portsmouth, NH*	\$1.00
9	Burlington, VT	\$55	9	Bridgeport, CT	\$10	9	Worcester, MA	\$0.90
10	Portsmouth, NH	N/A	10	Worcester, MA	\$8	10	Manchester, NH	\$0.61
	Worcester, MA	N/A	11	Springfield, MA	\$6		Stamford, CT	N/A
	Bridgeport, CT	N/A	12	Manchester, NH	\$6		Bridgeport, CT	N/A

*Surface lots in Portsmouth, NH priced at \$1 per hour have a 2 to 4-hour time limit.

D.5 On-Street Parking Supply

Using recent City survey data for on-street parking supply in the study area and supplemental counts using available street level images, the total on-street supply for the study area is summarized in Table 20.

Table 20: On-Street Parking Supply Summary

	Downtown/Old Port				Central Waterfront		Eastern Waterfront	Study Area (subareas 1-7)	Percent of Total On-Street Supply
Regulation Type	1	2	3	4	5	6	7	Total	Percent
2 Hour Meter	366	381	179	293	115	88	63 or (48)*	1,470	66%
2 Hour Zone	10	7	13	2	0	0	76	108	5%
1 Hour Zone	106	22	27	8	0	0	2	165	7%
30min Zone	3	34	2	4	0	1	0	44	2%
15min Zone	9	12	21	12	2	3	12	71	3%
5min Zone	12	11	1	1	0	0	0	25	1%
VLZ	24	27	29	33	3	1	0	117	5%
Motor Cycle	10	13	3	9	9	0	0	44	2%
Disabled	22	17	2	4	2	1	1	49	2%
Special Permit	8	14	0	0	0	0	0	22	1%
Unrestricted	6	7	60	0	0	0	53	126	6%
Taxi	1	0	0	1	0	0	0	2	0.1%
School Restricted	0	8	0	0	0	0	0	8	0.4%
Total	577	553	337	367	131	94	192	2,251	100%

Bus Zone	5	0	0	1	3	1	0	10	
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*(15 meters on the Eastern Waterfront are taken out of service during cruise ship visits and fall events, 48 spaces are included in the total).

Portland charges \$1.25 per hour for on-street parking, a rate comparable to other medium to large New England cities. As Table 21 shows, where other cities have raised rates higher than a \$1.25 per hour, they have also typically introduced some type of price variability by location with higher rates in higher demand areas.

Table 21: On- Street Parking Pricing in New England Cities

City	Hourly	Price Exceptions	Metered Time Limits	Payment Methods	Meter Hours
Boston, MA	\$1.25	A pilot test in the Back-Bay Neighborhood is testing rates of \$3.75 for all meters; A pilot test in the Seaport District is testing demand based pricing where hourly meter rates are adjusted bi-monthly from \$1 to \$2.50. The adjustments are made in \$0.50 increments up or down using an 80% occupancy by block-face threshold.	2hr	Coin, Credit, ParkBoson app	Mon-Sat 8am-8pm
Portsmouth, NH	Varies	Hourly prices range from \$1.50 to \$2.00	15 min, 3hr, and 4hr	Coin, Credit, Passport app, EasyPark device	Mon-Sat 9am to 8pm, Sun 12pm to 8pm
New Haven, CT	Varies	Hourly prices range from \$0.75 to \$1.50	15min, 30min, 1hr, 2hr, 5hr, and no time limit meters	Coin, Credit Parkmobile app	Mon-Sat 8am-9pm
Providence, RI	\$1.25		2hr, 3hr,4hr, and 10 hr	Coin, Credit, Passport app	Mon-Sat 8am-9pm
Portland, ME	\$1.25		2hr	Coin, Credit, new parking app	Mon-Sat 9am-6pm
Hartford, CT	\$1.00		2hrs	Coin, Credit, Prepaid Downtown Gift Card	Mon-Fri 8am-6pm
Worcester, MA	\$1.00		1hr, 2hr	Coin, Credit	Mon-Sat 8am-8pm
Bridgeport, CT*	\$1		2hr	Coin, Credit, MobileNow app	Mon-Sat 8am-6pm
Stamford, CT	\$1		Not available	Coin, Parkmobile app	Mon-Sat 8am-7pm
Burlington, VT	Varies	Hourly rates \$1 for most spaces and \$0.40 for the 10hr spaces	15min, 30 min, 1hr, 3hr, 10hr	Coin, Credit, Parkmobile app	Mon-Sat 8am-10pm
Manchester, NH	\$0.75	Downtown on-street permit \$55 per month, commercial use \$20 per day on-street permits	2hr, 10hr	Coin, Credit, EasyPark device	Mon-Fri 8am-8pm, Sat 10am-8pm
Springfield, MA	\$0.50		2hr	Coin, Credit, Prepaid card, Passport app	Mon-Sat 8am-6pm

*Bridgeport, CT has recently installed new 'smart' parking meters that include sensors and cameras for automated ticketing by mail. Results have been mixed.

D.6 Total Study Area Parking Supply

Combining the structured, surface lot, and on-street parking supply in the study area gives the total parking capacity shown in Table 22. The study area capacity comes out to 15,669 spaces with an effective capacity of 13,990 spaces which is the state at which all structures and surface lots are both 90% full and on-street parking is 85% occupied. The total estimate of monthly parking comes out to a likely range of between 8,730 and 10,750 monthly spaces, which is 65 percent to 80 percent of the total off-street supply in the study area.

Table 22: Total Study Area Parking Supply

	Downtown/Old Port				Central Waterfront		Eastern Water front	Study Area (1-7)	1/4 mi Buffer Area
	1	2	3	4	5	6	7		
Total On-Street	577	553	337	367	131	94	192	2,251	N/A
Total Surface Lot Spaces	1,098	1,079	1,029	438	1,267	482	1,012	6,405	257
Total Garage Spaces	1,597	2,019	480	1,468	150	468	831	7,013	1,050
Total Capacity	3,272	3,651	1,846	2,273	1,548	1,044	2,035	15,669	1,307
Effective Capacity	2,916	3,258	1,645	2,027	1,387	935	1,822	13,990	1,176
Estimated Monthly Structured	1,020-1,460	1,460-1,890	70-100	1,130-1,390	20	320-410	530-690	4,650-5,960	750-980
Estimated Monthly Surface Lot	540-580	750-940	750-890	270-330	920-1030	370-380	600-650	4,200-4800	110-160
Total Off-Street Estimated Monthly	1560-2040	2210-2830	820-990	1400-1720	920-1030	690-800	1130-1340	8,730-10,750	860-1140
Total Estimated Monthly Percent of Off-Street Parking	58-76%	71-91%	54-66%	73-90%	65-73%	73-84%	61-73%	65-80%	66-87%

In the sections that follow, observed parking occupancy and a land-use based parking analysis estimates overall parking demand in the study area. However, neither of these methods could isolate monthly parking demand from transient demand. A quick approximation of monthly demand from employees in the study area is made using a combination of the employment from Table 3, the commuter mode share data from Table 9, and the estimated supply of monthly parking in Table 22.

The results in Table 23 place the demand for monthly employee parking in the study area about 320 spaces above the high range estimate for monthly parking supply in the study area. After including the estimated monthly parking supply in the quarter mile buffer area as available to study area workers, the total monthly supply within walking distance to the study area is about 800 greater than the demand. The monthly parking demand from employees who work outside

of the study area but within the quarter mile buffer area was not calculated, however these employees surely take up some of the monthly supply in the buffer area, although it is more common for employers outside of the study area to provide on-site parking. This approximation is not precise enough to produce a definitive number of additional monthly supply needed. There are also island residents who also purchase monthly parking at and near the ferry terminal. Overall monthly parking demand per day is probably within a couple of hundred of the total monthly supply within a walkable distance of the study area. Unrestricted on-street parking in the study area and in adjacent neighborhoods is also likely being used by full-time workers given the tight market for monthly parking.

Table 23: An Approximation of Monthly Parking Demand per Day from Study Area Employees

	Downtown/Old Port				Central Waterfront		Eastern Waterfront	Study Area (1-7)	1/4 mi Buffer Area	Study Area + Buffer Area
	1	2	3	4	5	6	7			
Primary Employees ⁷	3,722	3,764	2,045	4,088	750	948	740	16,057		
Subtract Study Area Resident Employees (1.9%) ⁶	(70)	(70)	(38)	(76)	(14)	(18)	(14)	(300)		
Subtract Avg Employee Absenteeism Rate (2.9%) ⁸	(108)	(109)	(59)	(119)	(22)	(27)	(21)	(466)		
Subtract Avg Employee Vacation Rate (6.2%) ⁹	(231)	(233)	(127)	(253)	(47)	(59)	(46)	(996)		
Estimated Commuting Employees	3,314	3,351	1,821	3,640	668	844	659	14,296		
City of Portland Drive Alone Mode Share ¹⁰	73.1%	73.1%	73.1%	73.1%	73.1%	73.1%	73.1%	73.1%		
City of Portland Carpool Mode Share ⁹	9.3%	9.3%	9.3%	9.3%	9.3%	9.3%	9.3%	9.3%		
Estimated Drive Alone Vehicles ¹¹	2,422	2,450	1,331	2,661	488	617	482	10,450		
Estimated Carpool Vehicles ¹⁰	143	145	79	157	29	36	28	617		
Estimated Total Monthly Vehicle Parking Demand	2,570	2,590	1,410	2,820	520	650	510	11,070		
Total Estimated Monthly Parking Spaces	1,560-2,040	2,210-2,830	820-990	1,400-1,720	920-1,030	690-800	1,130-1,340	8,730-10,750	860-1,140	9,590-11,890

⁷ Primary Employees are defined as working at jobs which are filled by only one worker. Source: 2014 Longitudinal Household Employer Dynamics data from the U.S. Census Bureau.

⁸ Absence rate from work for all occupations. Not including vacation. Source: 2016 Current Population Survey from the Bureau of Labor Statistics.

⁹ Data from Project Time Off research on the vacation habits of American workers. American workers were found to have taken 16.2 vacation days on average. <https://www.projecttimeoff.com/research/state-american-vacation-2016>. With 261 work days in 2016, the percentage of vacation days taken represent 6.2% of work days.

¹⁰ The drive-alone and carpool mode shares from the City of Portland are used as an approximation in the absence of specific mode share data for all commuters to the study area. Rates are adjusted here after excluding the share of workers who reported working from home. Source: 2015 ACS 5-Year Estimate. U.S. Census Bureau.

¹¹ Carpool vehicles were estimated using the reported rates of 2-person, 3-person, and 4-person or more carpool users. It is assumed that the carpool vehicle parks within the study area or buffer area. 2015 ACS 5-Year Estimate. U.S. Census Bureau.

Based on Table 23,

Figure 6 shows which subarea zones likely generate more monthly parking demand than the high estimate of monthly parking supply in each zone. Subarea Zones 1, 3, and 4 have more employee demand for monthly parking than available supply in those zones respectively. Employees of these zones are likely parking in adjacent zones with available monthly parking where available.

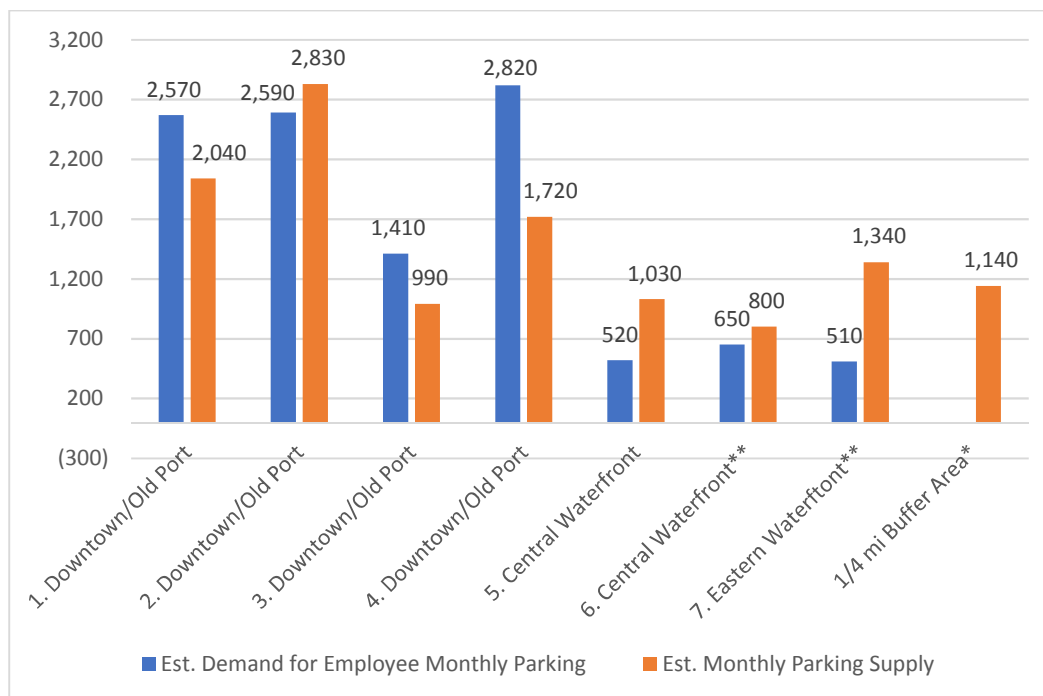


Figure 6: Monthly Parking Supply and Demand by Subarea Zone

*Monthly parking demand from land use in the ¼ mile buffer area was not calculated but consumes some of the monthly parking supply shown here.

**Island resident monthly parking also consumes monthly supply particularly in Zones 6 and 7.

D.7 Time of Day Variation in Parking Supply

Due to variation in off-street parking operating days and hours, total parking supply in the study is not constant. Figure 7 shows how total parking supply varies on a weekday, and Figure 8 shows how total parking supply varies on Saturday.

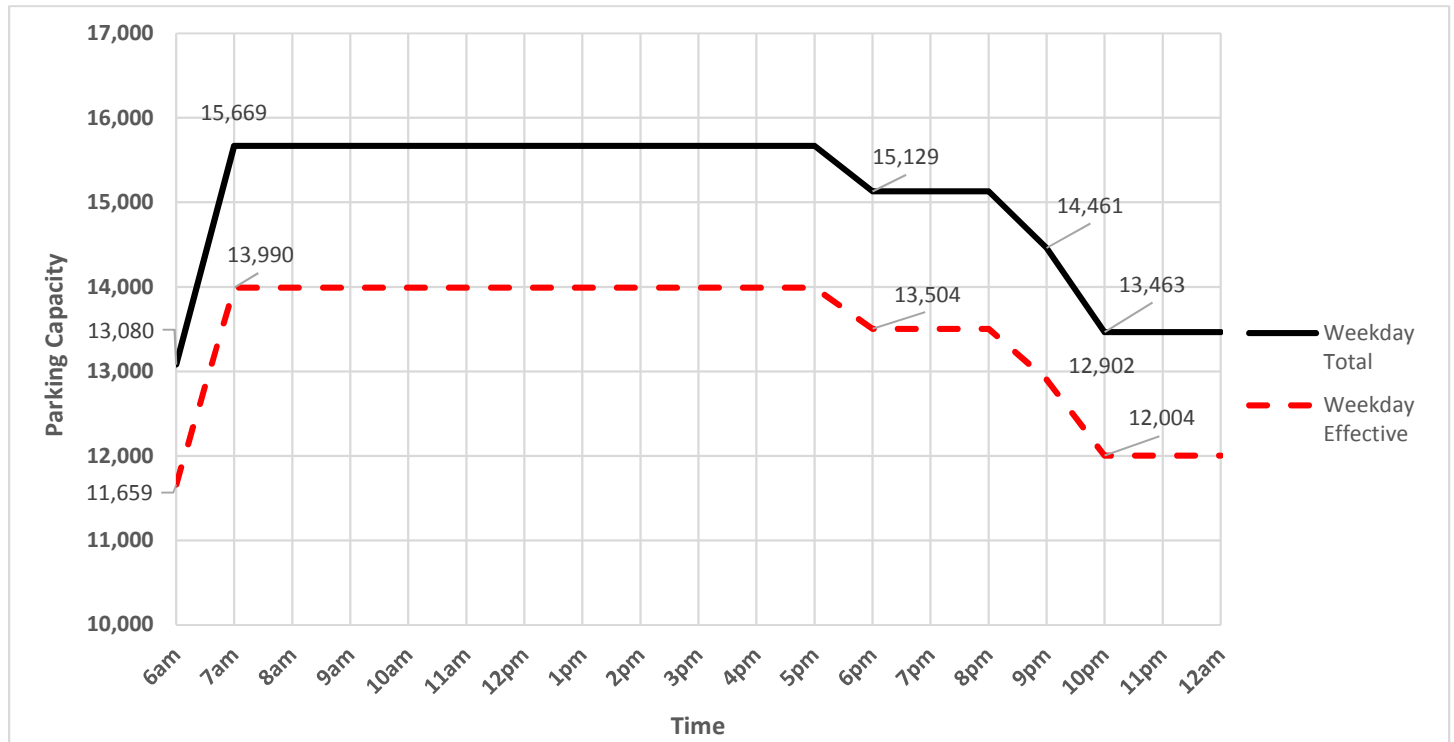


Figure 7: Weekday Parking Capacity by Time of Day

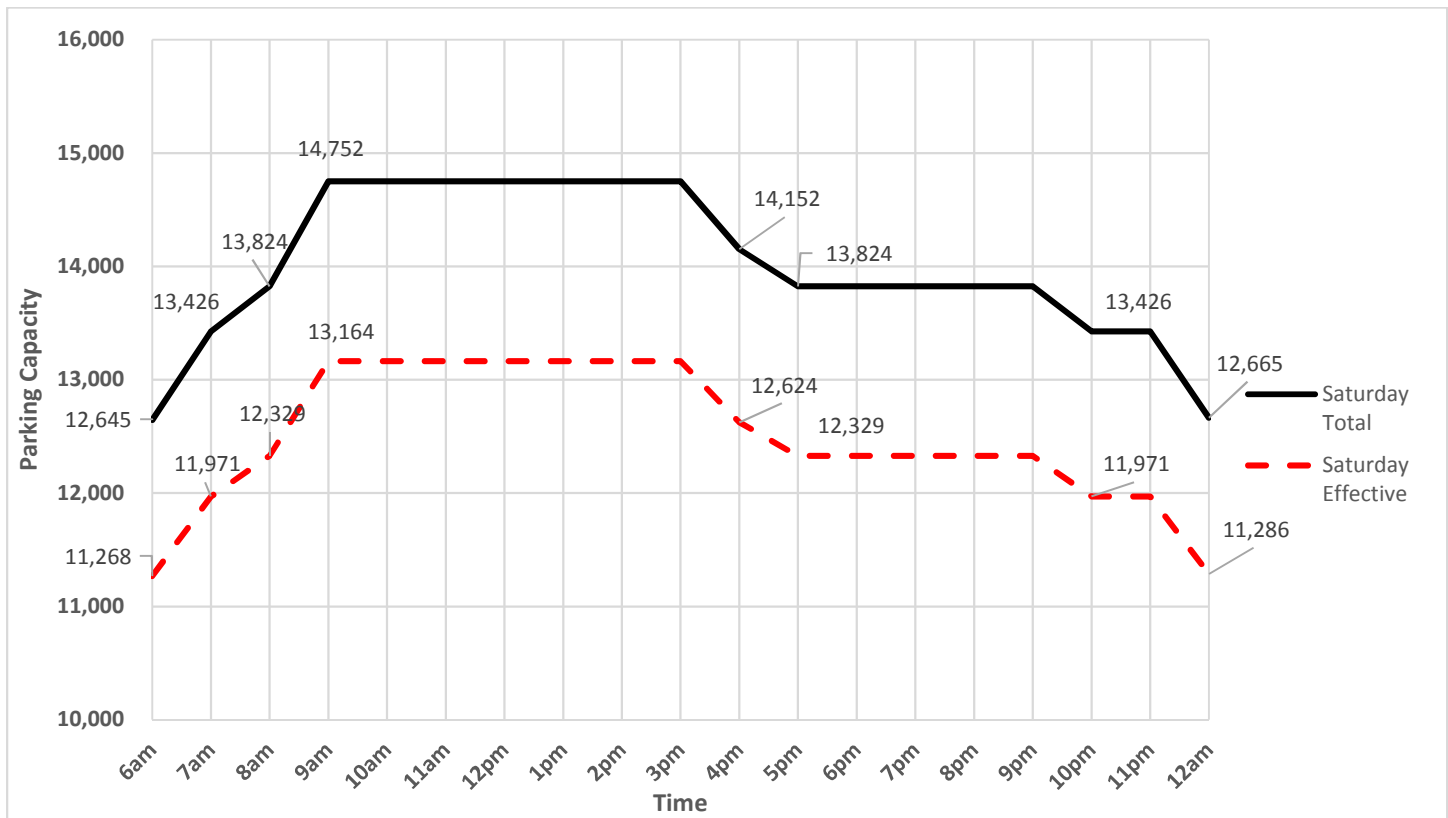


Figure 8: Saturday Parking Capacity by Time of Day¹²

E. Observed Parking Occupancy

Parking occupancy data was collected at a sample of garages, surface lots, and on-street sites simultaneously on Thursday, December 1st, 2016 and Saturday, December 3rd, 2016.

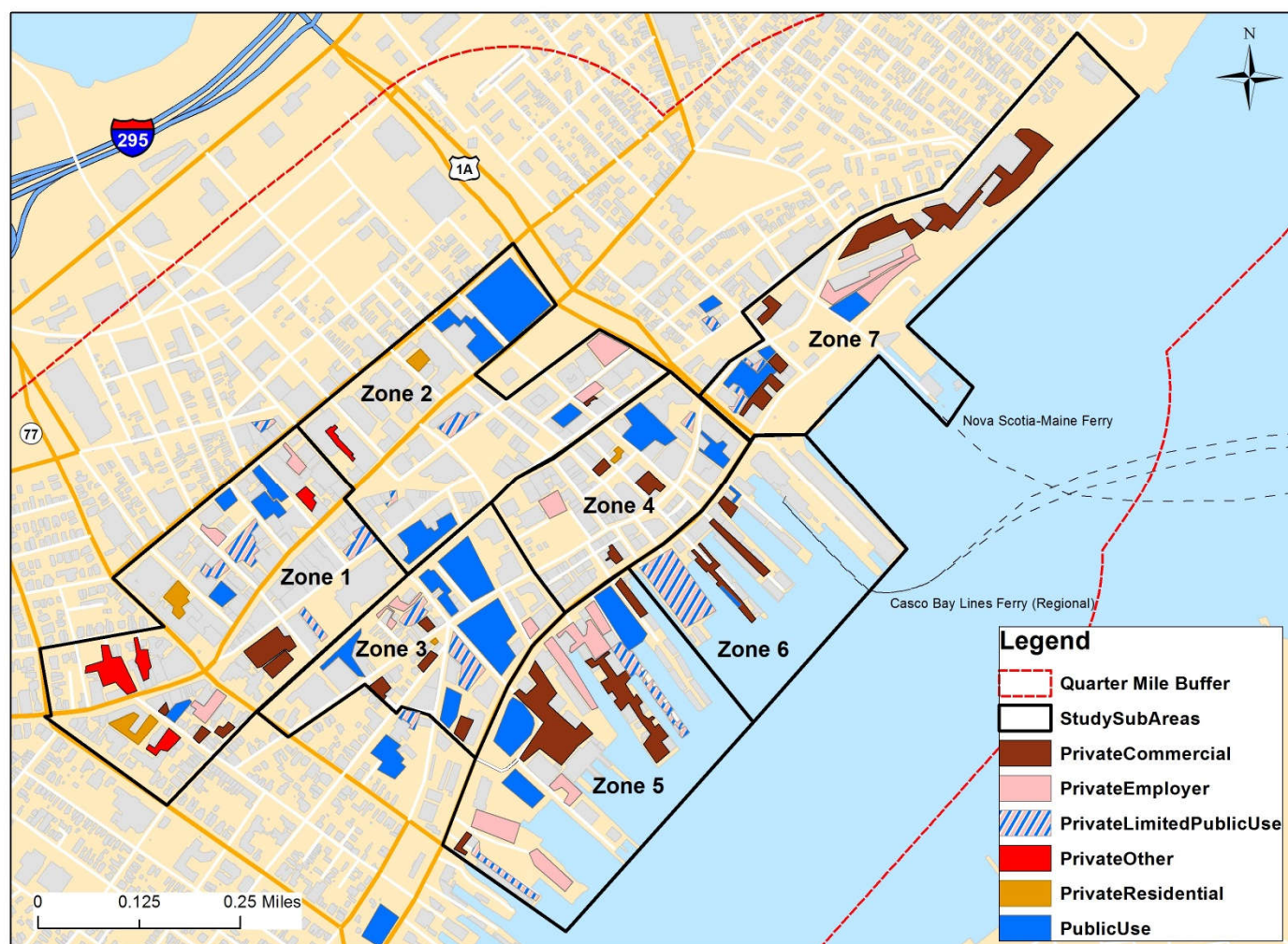
The weather on the Thursday sample date was 36 degrees and had a light drizzle of rain until 9am before overcast skies stabilized. The Saturday sample had a temperature of 40 degrees with intermittent clouds and sun. The choice of early December for collecting the data was more of a project timeline necessity than a first choice, but as shown in the seasonal factors section, the sample days appear to have had higher than average, but not annual peak demand. December is near the annual low in visitors to Portland from outside of the region. This issue is addressed in the seasonal factors section where the observed parking occupancy is adjusted for the peak season.

The occupancy data presented in this section shows the amount of vacant space observed without adjustment for how the vacant space is managed. Almost all of the structured parking operators in the study area manage their facilities with software to maximize the amount of vacant space that may be sold to transient demand at a certain time of day. Surface lots in Portland tend to be operated more manually. For surface lots that are managed in a way that does not allow for optimal resale of vacant space to transient users, there may be fewer available spaces for resale than observed

¹² The large decrease in parking between 3pm and 5pm on Saturday resulted from The One City Center Garage closing at 4pm and the Cumberland County Courthouse garage closing at 5pm when this parking capacity analysis was completed. However, the operating hours of The One City Center garage (600 spaces) has since changed to 24 hours a day and 7 days per week.

occupancy would suggest. As shown in Table 23, the daily average rate of absenteeism and vacation use for American workers is about 10%. Additionally, some monthly parking users may leave during the day for appointments etc. As a result, operators might oversell their target share of monthly parking based on their experience with the daily use rates of monthly parking. We have not factored up the observed occupancy rates to address monthly parking user vacancy, because making efficient use of that vacancy can be maximized with optimal parking management, and it is important to know the observed amount of vacant space so that the efficiency of parking supply management might be known in cases where parking is said to be unavailable but vacant spaces exist.

E.1 Observed Surface Lot Occupancy



(Figure 5 from Section D.3 repeated here for reference)

As described in the section on garage and surface lot supply, there are 90 surface lots containing 6,405 spaces in the study area. On two data collection days, the surface lot occupancy data was manually collected by a team of observers every two hours. The Thursday count intervals began at 8am and concluded with a final count interval at 8pm. On Saturday, the counting began at 10am and concluded at 8pm. Between 60 and 77 lots were captured in the sample depending on the hour, and the coverage was well distributed across the study area.

Off-street parking is considered effectively full when it reaches 90 percent occupancy because that is the occupancy level beyond which the facility is perceived as full by users. The short-term rise and fall of occupancy level due to turnover needs a 10 percent reserve capacity to prevent intermittent queuing in and around the facility.

For the study area on Thursday, a single peak was observed during the middle of the day. The peak average surface lot occupancy of 72 percent was observed at 12pm, and the observation at 2pm of 70 percent was nearly as high. Occupancy dropped steadily after 2pm to a low of 19 percent by 8pm.

Figure 9 shows a chart of average surface lot occupancy for the study area for the Thursday sample. As a measure of dispersion in the sample of surface lots, the bars represent one standard deviation from the mean, which tended to be about ± 22 percent.

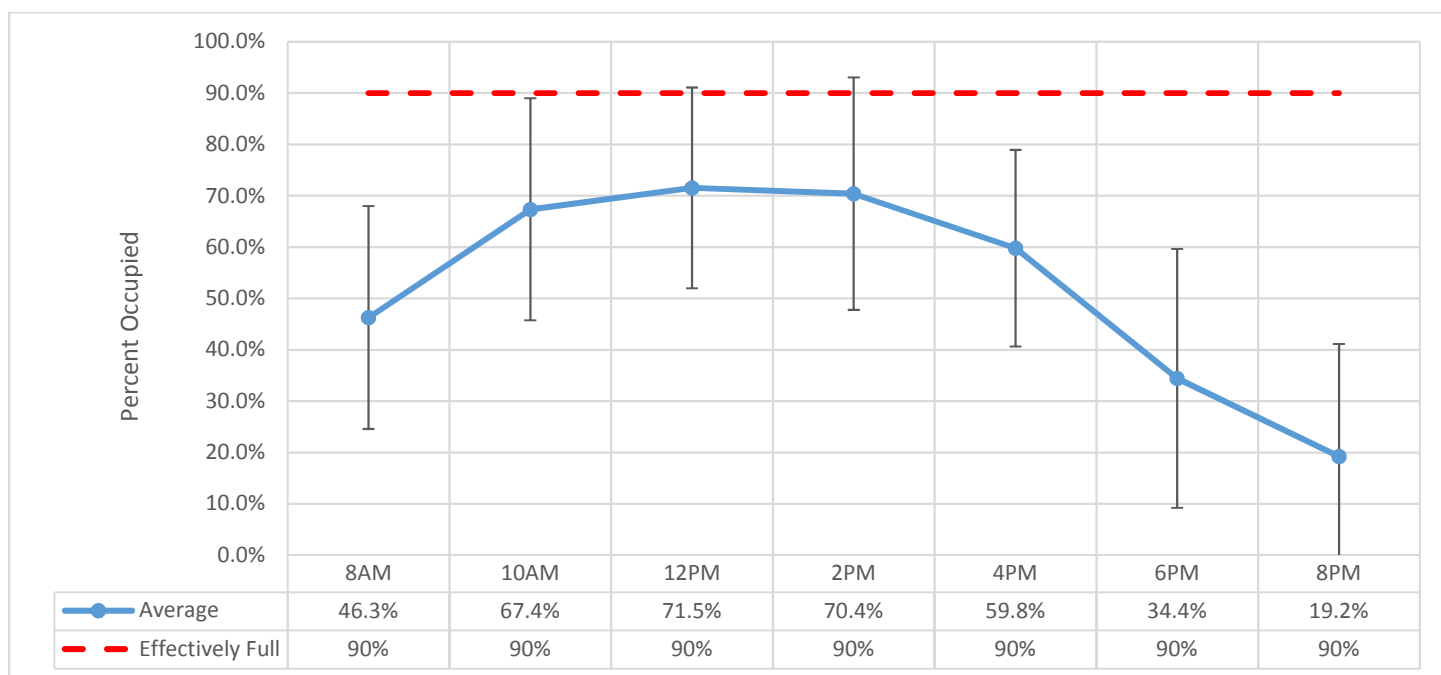


Figure 9: Surface Lot Occupancy by Location Thursday Sample

Figure 10 shows a chart of overall average surface lot occupancy for the study area on Saturday, the peak surface lot occupancy of 37.5 percent was observed at 2pm. A second smaller peak of 31.4 percent occurred at 8pm. The absence of many weekday employees appears to open up ample surface lot space on Saturday. One standard deviation from the mean tended to be about $\pm 25\%$.

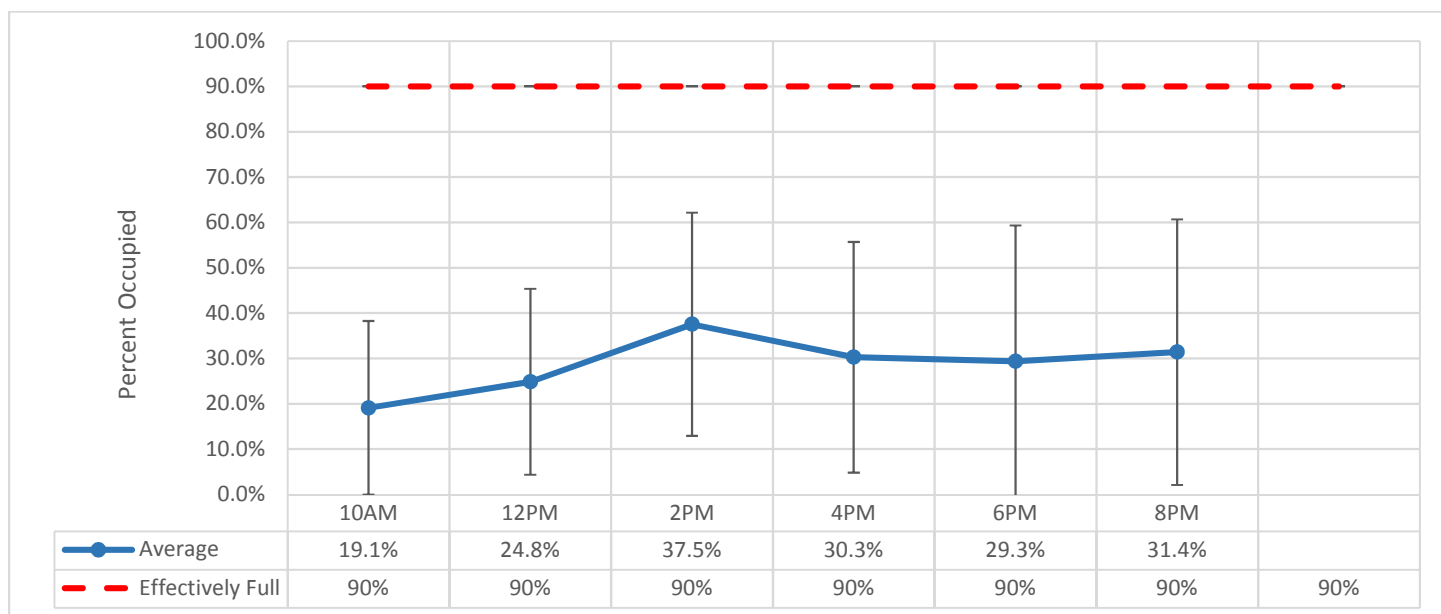


Figure 10: Surface Lot Occupancy by Location Saturday Sample

Within the study area, variation in surface lot occupancy by subarea zone is shown for the Thursday sample in Figure 11.

Location (Zone)	Spaces	8AM	10AM	12PM	2PM	4PM	6PM	8PM
Downtown/Old Port (1)	1,098	51%	62%	67%	60%	52%	49%	32%
Downtown/Old Port (2)	1,079	42%	73%	74%	75%	65%	35%	14%
Downtown/Old Port (3)	1,029	47%	77%	81%	84%	70%	38%	20%
Downtown/Old Port (4)	438	58%	70%	69%	72%	64%	31%	26%
Central Waterfront (5)	1,267	44%	73%	76%	74%	64%	18%	11%
Central Waterfront (6)	482	32%	54%	66%	69%	55%	54%	42%
Eastern Waterfront (7)	1,012	58%	59%	61%	58%	45%	15%	12%
Overall Time Period Avg		46%	67%	72%	70%	60%	34%	19%

*Higher Than Average Occupancy for The Time Period

Figure 11: Thursday Observed Surface Lot Occupancy Variation by Subarea Zone

Subarea zones that had a higher occupancy level than average by time period are highlighted in red. Subarea Zone 3 in the Downtown/Old Port area stands out as having surface lots that are more occupied than average throughout the day, reaching a peak of 84% occupancy at 2pm. Subarea Zone 2 had higher than average surface lot occupancy between 10am and 6pm with a high of 75% occupied at 2pm.

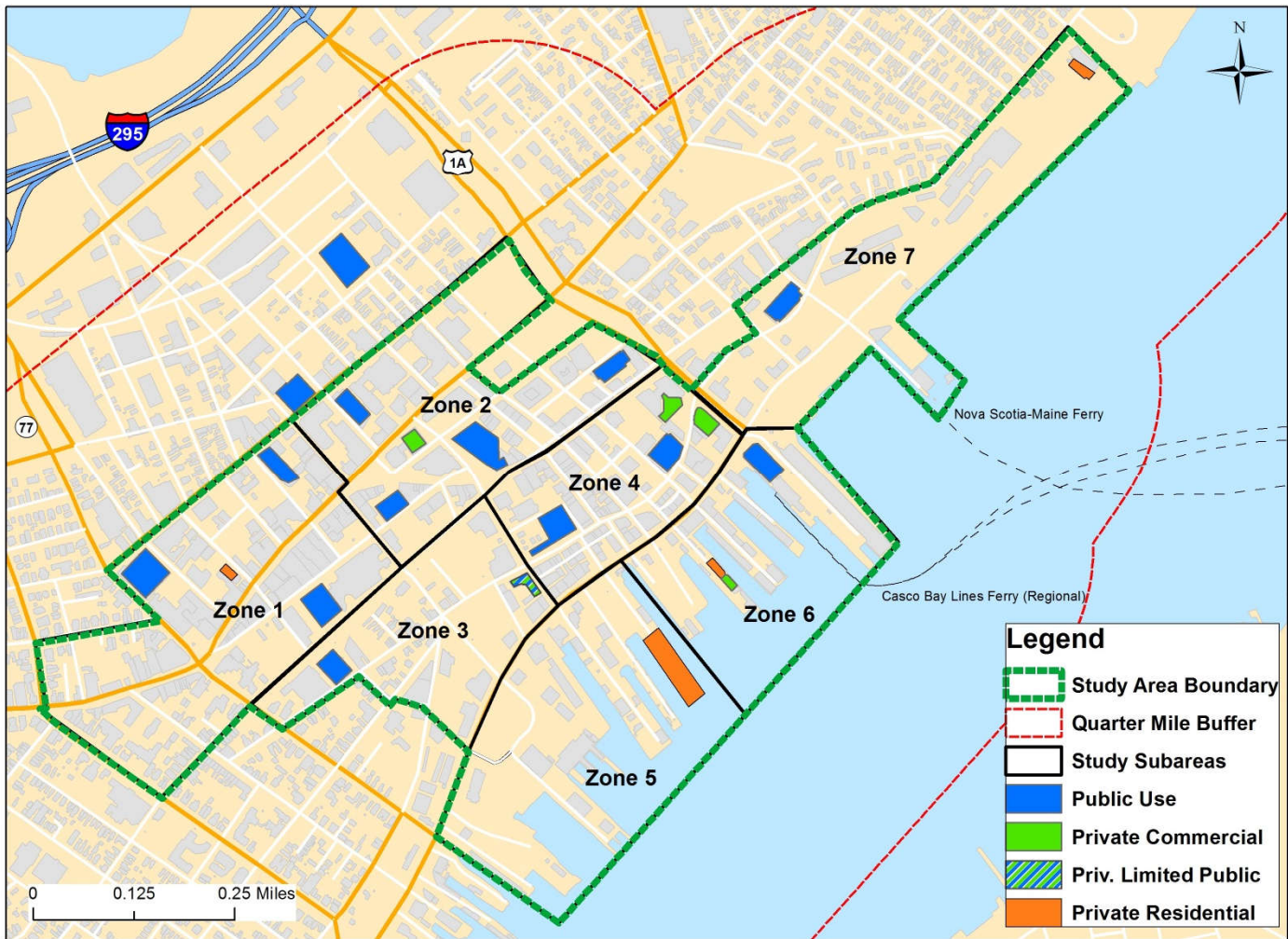
Figure 12 shows the Saturday occupancy results by subarea zone. Subarea Zone 6, on the central Waterfront stands out as having higher than average surface lot occupancy throughout the day reaching a peak of 73% occupancy at 2pm. Otherwise, occupancy is low in all subarea zones.

Location (Zone)	Spaces	10AM	12PM	2PM	4PM	6PM	8PM
Downtown/Old Port (1)	1,098	27%	39%	40%	29%	32%	35%
Downtown/Old Port (2)	1,079	11%	17%	54%	48%	23%	36%
Downtown/Old Port (3)	1,029	19%	20%	23%	20%	23%	24%
Downtown/Old Port (4)	438	27%	27%	35%	42%	55%	51%
Central Waterfront (5)	1,267	12%	16%	28%	13%	16%	16%
Central Waterfront (6)	482	33%	54%	73%	54%	64%	64%
Eastern Waterfront (7)	1,012	16%	17%	19%	18%	22%	16%
Overall Time Period Avg		19%	25%	38%	30%	29%	31%

*Higher Than Average Occupancy for The Time Period

Figure 12: Saturday Observed Surface Lot Occupancy Variation by Subarea Zone

E.2 Observed Structured Parking Occupancy



(Figure 6 repeated here for reference)

As described in the section on structured parking inventory, there are 21 parking structures containing 7,013 spaces in the study area. Eight parking structures are for private use only, four serve office employees in attached structures, while four are used by attached residential developments. The observed occupancy results here focused on the 13 parking structures that offered at least some public parking with a total of 6,308 spaces.

Automated entrance/exit data was requested from structured parking operators on Thursday, Dec. 1st and Saturday, Dec. 3rd. Data was received for 9 parking structures with at least one structure in each subarea zone. Data from a 10th structure was collected manually on-site during the data collection days.

Structured parking is considered effectively full at 90 percent occupancy. The Thursday and Saturday weighted average occupancy data are displayed in Figure 13 and Figure 14 respectively. Average occupancy was weighted by garage size. The standard deviation bars give a sense of the range of occupancy levels found among the different parking structures by time period.

The Thursday results showed a single peak mid-day with a high of 72 percent between 12pm and 2pm. One standard deviation from the mean during the peak period was about 12 percent.

Individual garages are not shown for commercial privacy considerations, but one garage had to be displayed separately because it is an important outlier. The Casco Bay Garage is an 'upside down' garage meaning it peaks in occupancy opposite of the usual mid-day peak. The Casco Bay Garage showed a peak occupancy of 72% between 12am and 6am. The garage is known to have customers who live on islands in Casco Bay and commute daily to and from the island using a parked vehicle at the garage.

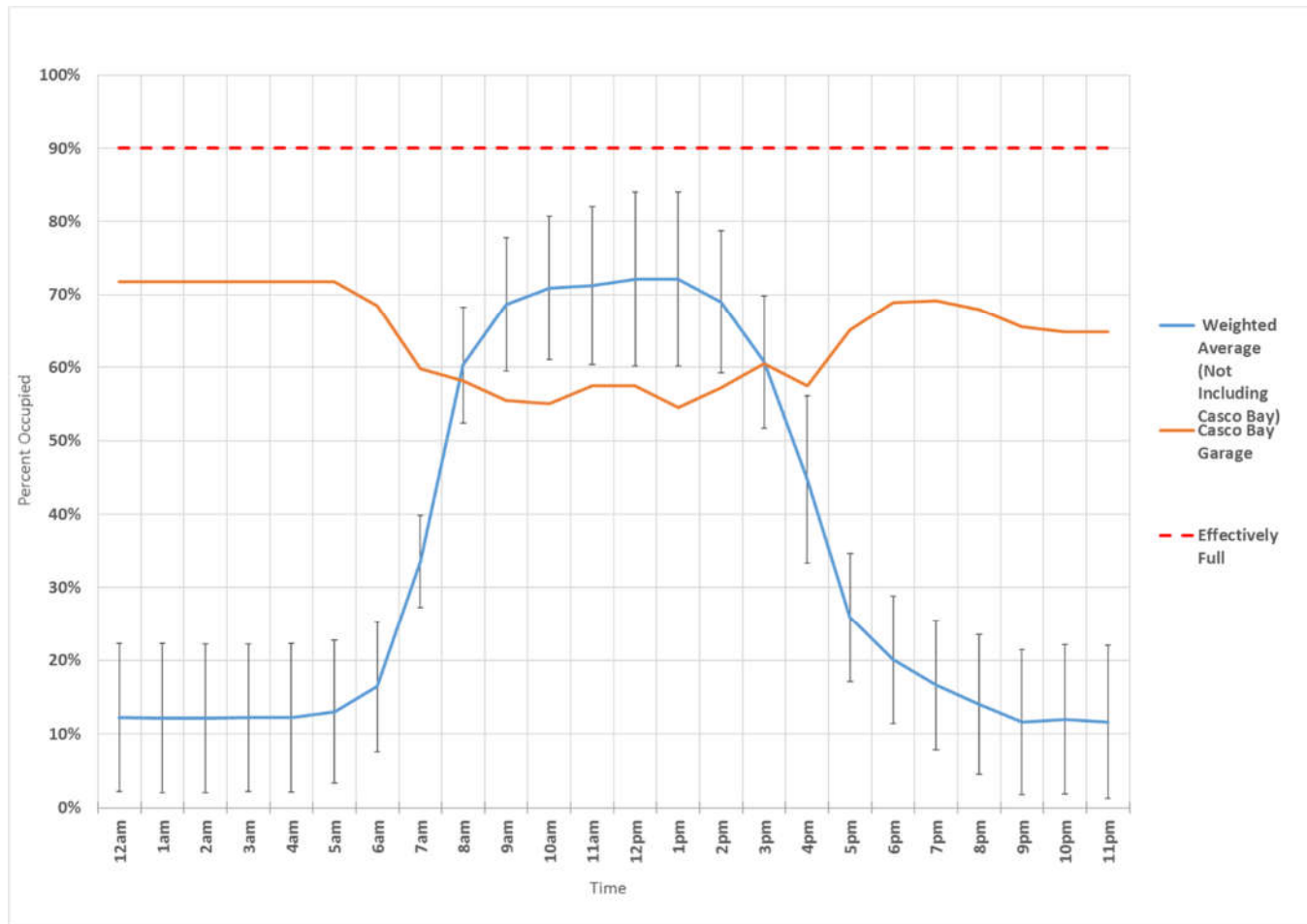


Figure 13: Thursday Observed Occupancy at Structured Parking for Public Use

A quick look at the variation within the study area of structured parking occupancy for the Thursday sample shows that for the period between 10am and 2pm, Subarea Zone 4 and Subarea Zone 2 both in the Downtown/Old Port had higher average occupancy than the study area, when not including the Casco Bay Garage. Table 24 shows average subarea zone occupancies during the mid-day period ordered from highest to lowest on the observed Thursday.

Table 24: Thursday Peak Period Structured Parking Occupancy by Subarea Zone

Subarea Zone	Average Occupancy 10am-2pm
Downtown/Old Port (4)	78%
Downtown/Old Port (2)	74%
Downtown/Old Port (1)	69%
Eastern Waterfront (7)	63%
Downtown/Old Port (3)	60%
Central Waterfront (6)	56%
Central Waterfront (5)	N/A
Overall Average (Not Including Casco Bay Garage)	72%

Results from the Saturday sample showed low structured parking occupancies across the study area except for the Casco Bay Garage as shown in Figure 14. The Casco Bay Garage had occupancies ranging between a low of 66 percent at 9am to a high of 80 percent at 5pm. The weighted average occupancy for all other sampled parking structures peaked between 1pm and 3pm at about 17 percent, one standard deviation from the average during the peak period was about 9 percent.

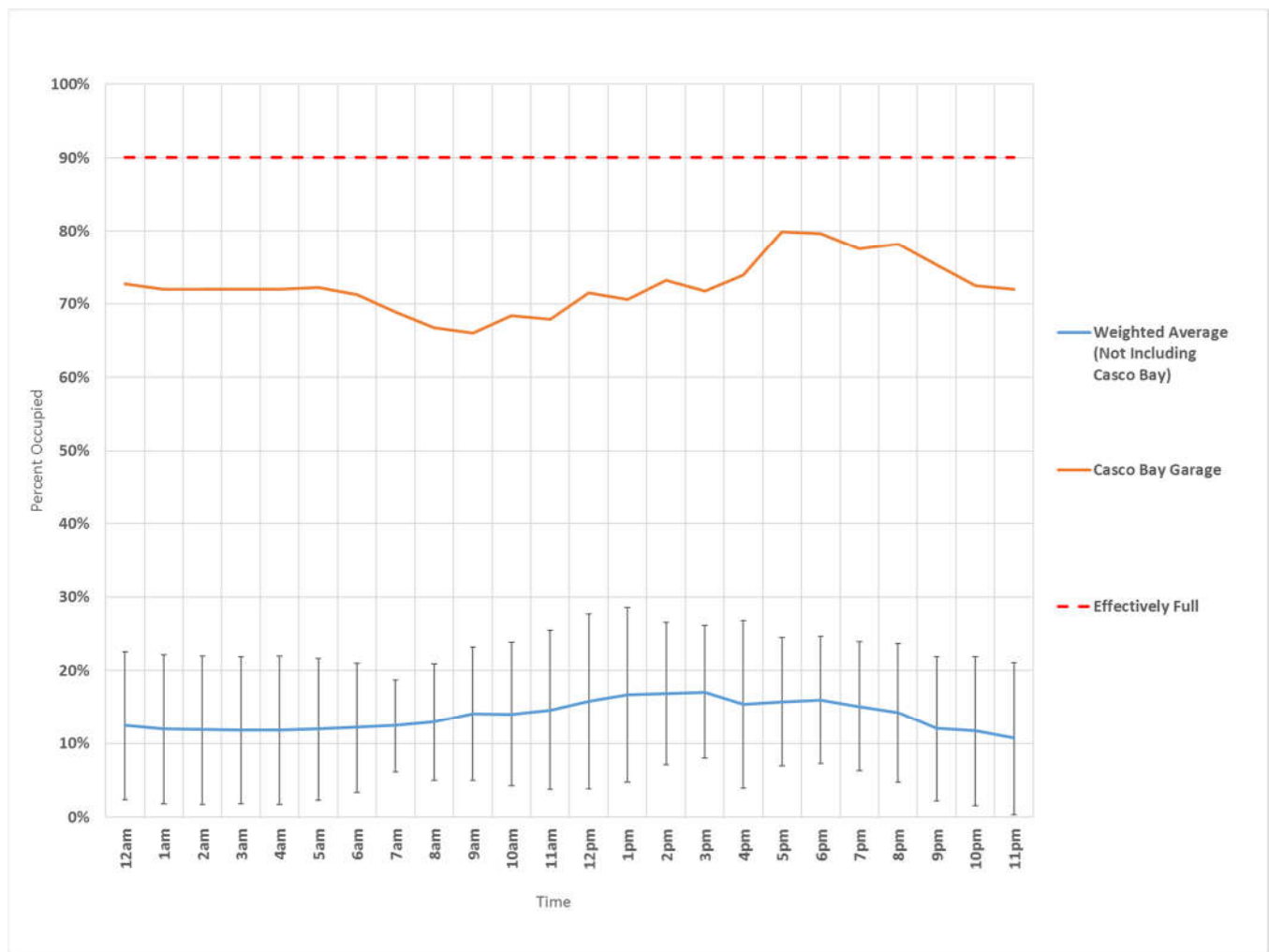


Figure 14: Saturday Observed Structured Parking Occupancy

A quick look at the variation within the study area of structured parking occupancy for the Saturday sample shows that for the period between 1pm and 3pm, the afternoon peak period, Subarea Zone 3 in the Downtown/Old Port and Subarea Zone 7, the Eastern Waterfront, had slightly higher than average structured parking occupancy than the study area, in addition to the Casco Bay Garage in Subarea Zone 6. Table 25 shows subarea zone occupancies during the afternoon peak period ordered from highest to lowest on the observed Saturday.

Table 25: Saturday Peak Period Structured Parking Occupancy by Subarea Zone

Subarea Zone	Average Occupancy 1am-3pm
Central Waterfront (6)	72%
Downtown/Old Port (3)	30%
Eastern Waterfront (7)	23%
Downtown/Old Port (2)	16%
Downtown/Old Port (1)	15%
Downtown/Old Port (4)	11%
Central Waterfront (5)	N/A
Overall Average (Not Including Casco Bay Garage)	17%

E.3 On-Street Parking: Overall Occupancy

On-street parking data was collected on the sample dates (Thursday Dec. 1st and Saturday Dec. 3rd) from selected streets in the study area including: Commercial St, Spring St, Middle St, Exchange St and Casco St. Observations were made at one-hour intervals beginning at 8am and ending after 8pm. An observer walked along each side of the street and recorded the last 3 digits of parked vehicle license plates allowing for analysis of both occupancy, duration, and turnover. Metering in the 2-hour zones was in effect between 9am and 6pm on Thursday and Saturday. The total number of 2-hour metered spaces sampled was 477 representing about one third of the 1,485 two-hour metered spaces in the study area. Figure 15 shows the on-street sample coverage area.

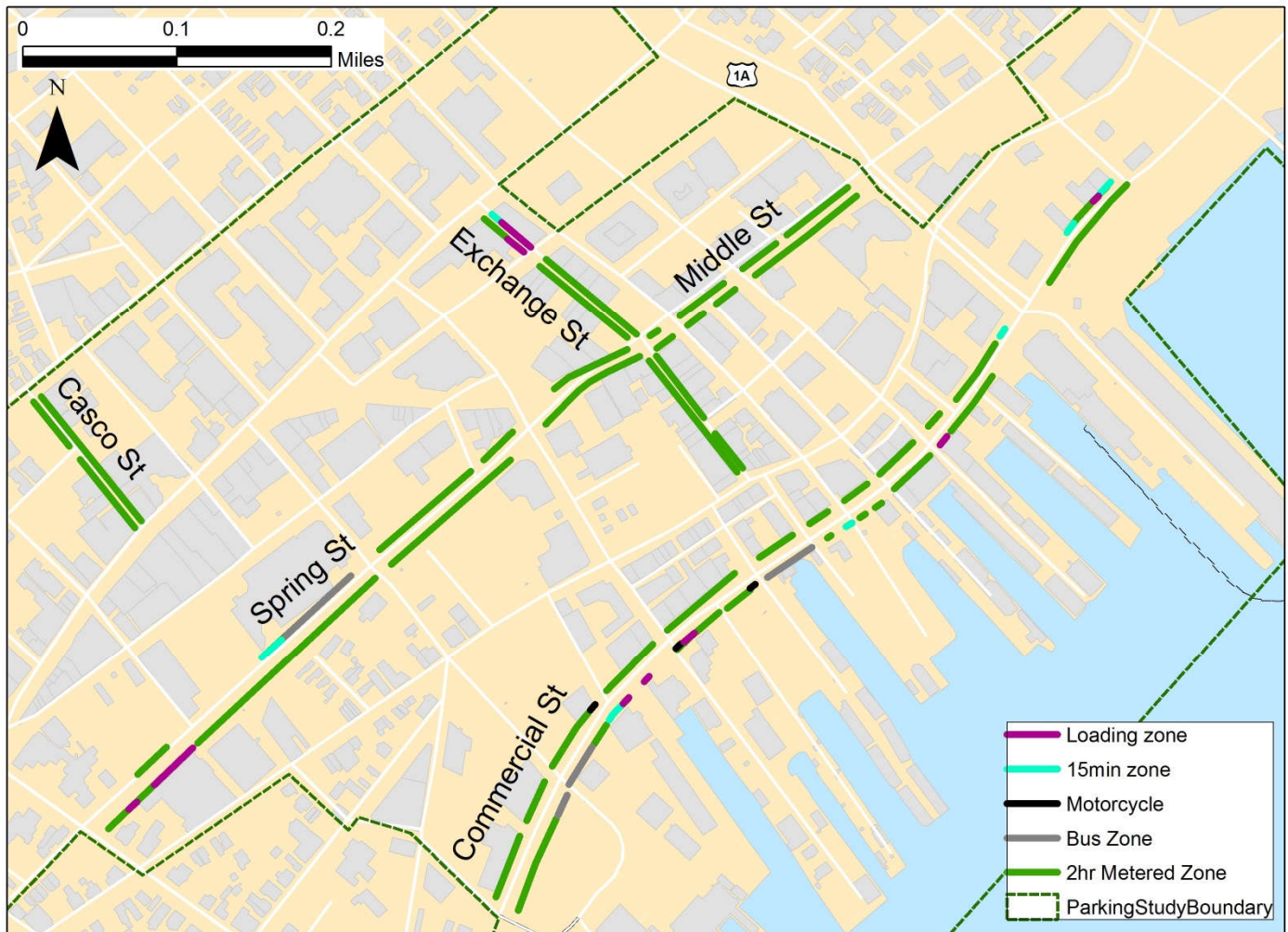


Figure 15: The On-Street Parking Sample

The focus in this section is on occupancy in the 2-hour metered zones. On-Street parking is considered effectively full at 85% capacity. Beyond this level, users have difficulty finding parking on the street and either give up or circle the block repeatedly leading to user frustration, increased traffic, and the perception that there is no parking.

Study area wide, the Thursday results show a pattern of rising occupancy in the morning to about 80 percent by noon. Between noon and 3pm, occupancy moved between 75-80 percent. After 3pm, occupancy began to climb and reached a peak of 87 percent at 7pm before trending down to 77 percent by 8pm. The 7pm observation interval was the only one

on Thursday to show that the aggregate on-street sample was effectively full, though as subsequent sections show, variation existed block to block. Figure 16 shows the percent of 2-hour metered spaces occupied between 8am and 8pm for the study area sample on Thursday.

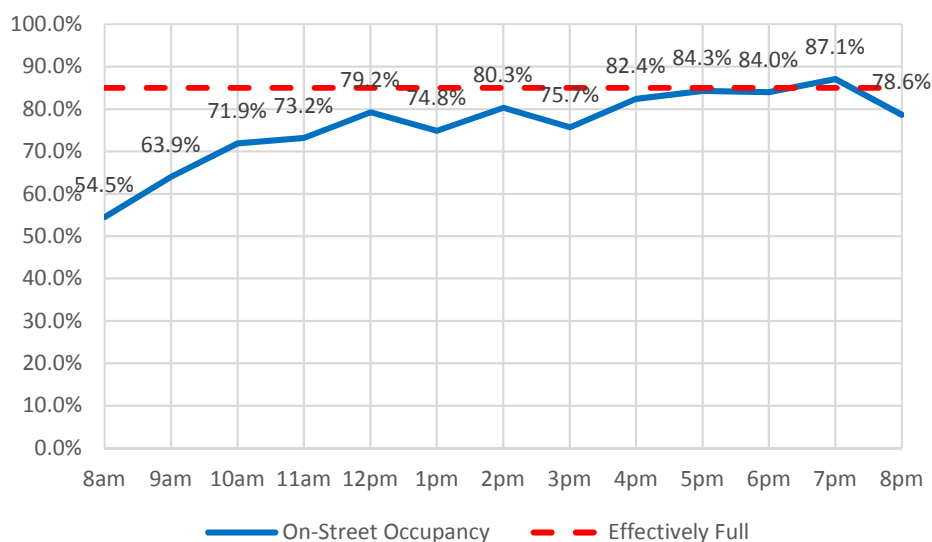


Figure 16: Overall Thursday 2-Hour Metered Occupancy

The Saturday results show higher on-street occupancy than Thursday. Overall 2-hour metered occupancy rose steadily to an effectively full level of 88 percent by 2pm before decreasing slightly below 85 percent through 3pm. After 3pm, overall occupancy surpassed the effectively full level again and steadily climbed to a peak of 97.5 percent by 8pm. Figure 17 shows occupancy between 10am and 8pm for Saturday. It should be noted that the increasing occupancy trend leading to the second peak of the day begins close to 4pm. That is the time when a vehicle may park, pay for two hours until the metered period ends at 6pm, and then remain for the rest of the evening.

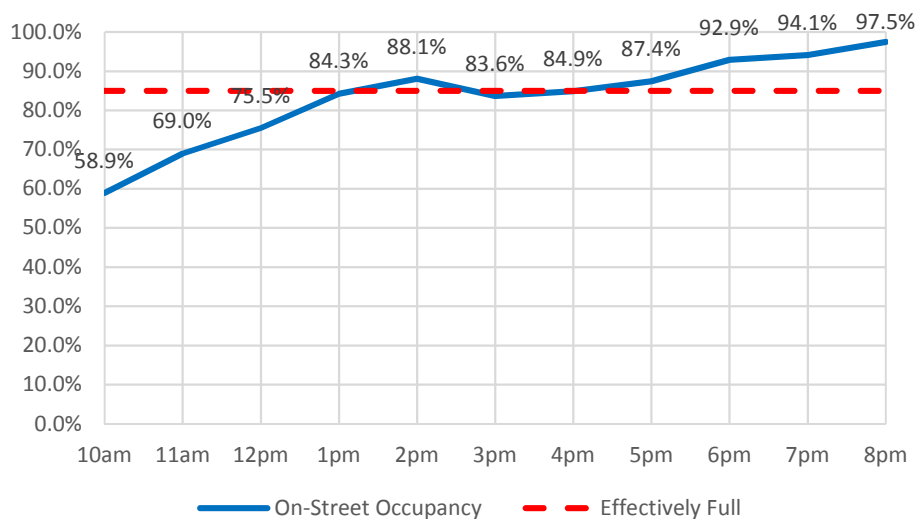


Figure 17: Overall Saturday 2-Hour Metered Occupancy

E.4 On-Street Parking: Occupancy by Street

This section shows aggregate 2-hour metered occupancy by street. Both sides of each street are combined into a single average occupancy by observation period. It should be noted that even when a street is effectively full on average, there may be variation among block-faces as shown in the next section.

E.4.1 Commercial St from Maple St to India St

Commercial St from Maple St to India St was beyond effectively full after 5pm on Thursday. On Saturday, this section of Commercial St was over effectively full at 2pm and after.

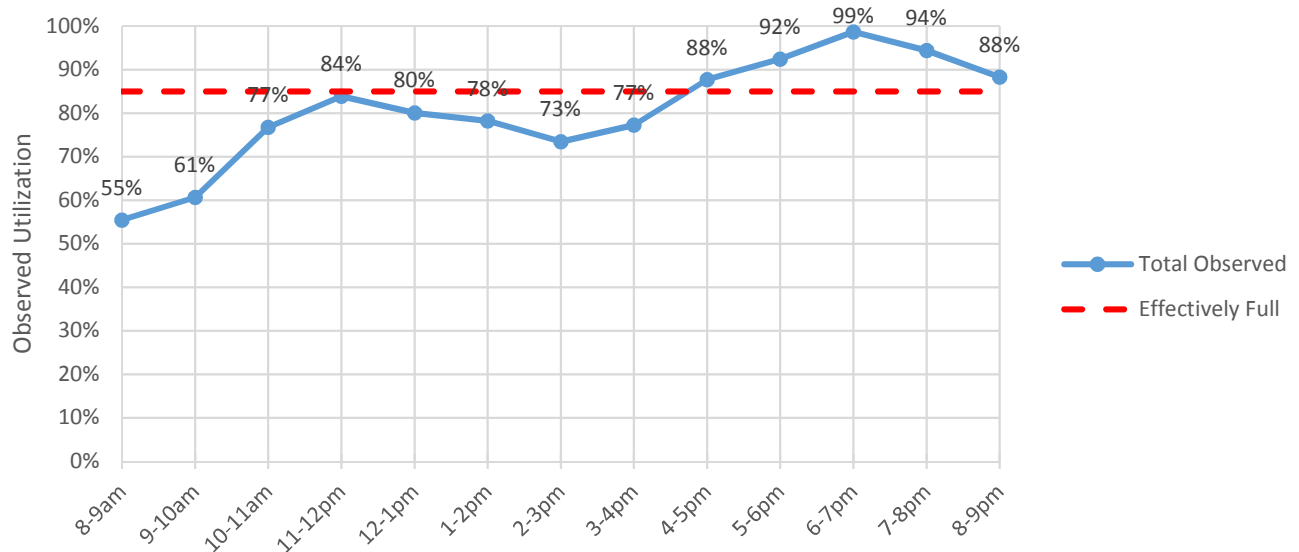


Figure 18: Commercial St Thursday 2-Hour Metered Occupancy

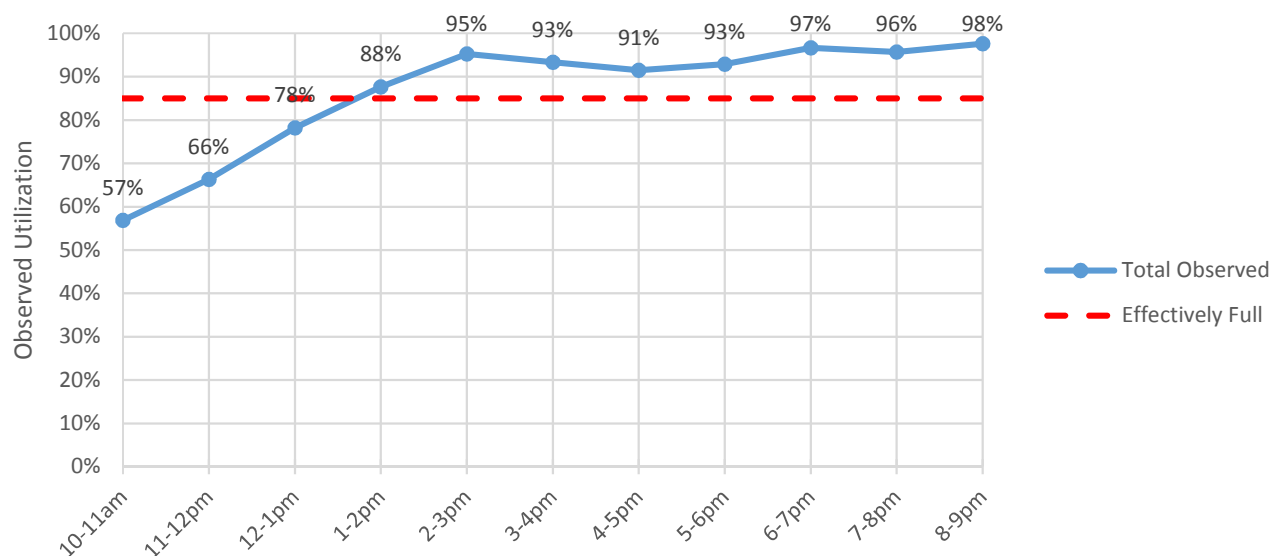


Figure 19: Commercial St Saturday 2-Hour Metered Occupancy

E.4.2 Exchange St from Congress St to Fore St

Exchange St from Congress St to Fore St was effectively full between 12pm and 6pm on Thursday. On Saturday, this section of Exchange St was effectively full all day except for 3-4pm.

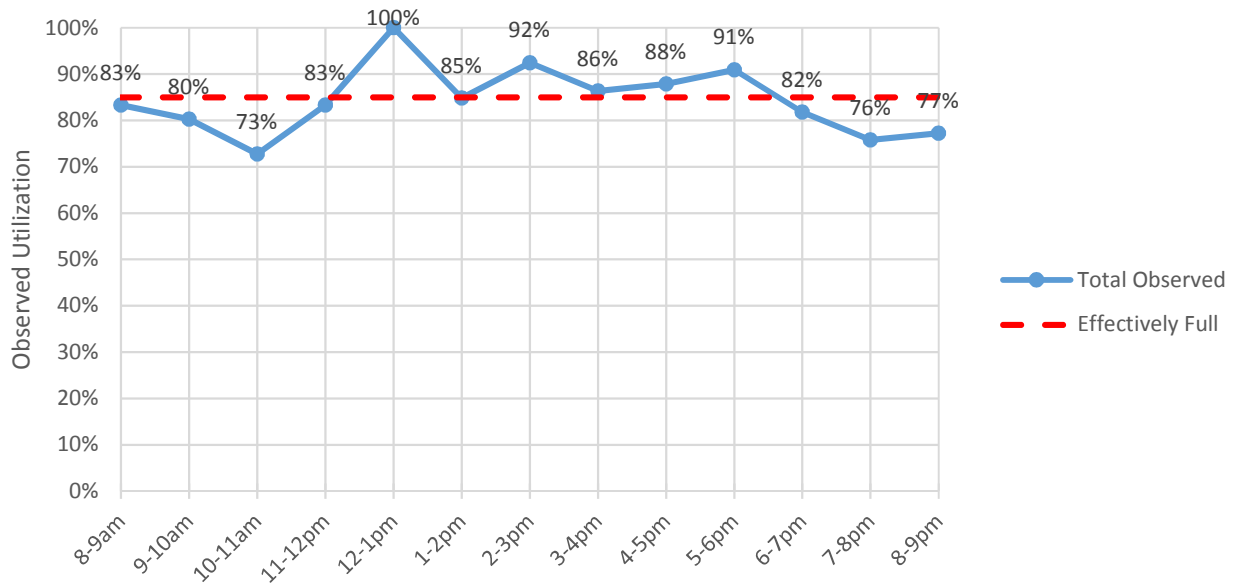


Figure 20: Exchange St Thursday 2-Hour Metered Occupancy

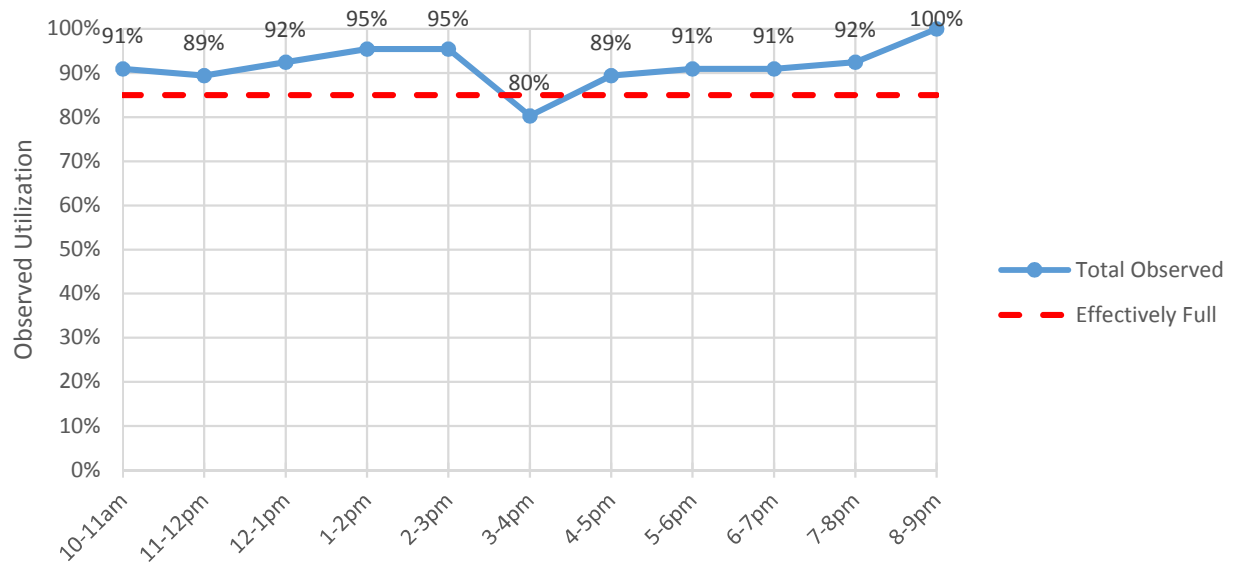


Figure 21: Exchange St Saturday 2-Hour Metered Occupancy

E.4.3 Middle St from Union St to Franklin St

On Thursday, Middle St from Union St to Franklin St was effectively full at 10am, 12pm, 2pm, 3pm and 7pm. On Saturday, this section of Middle St was effectively full between 12pm and 3pm then again from 4pm on.

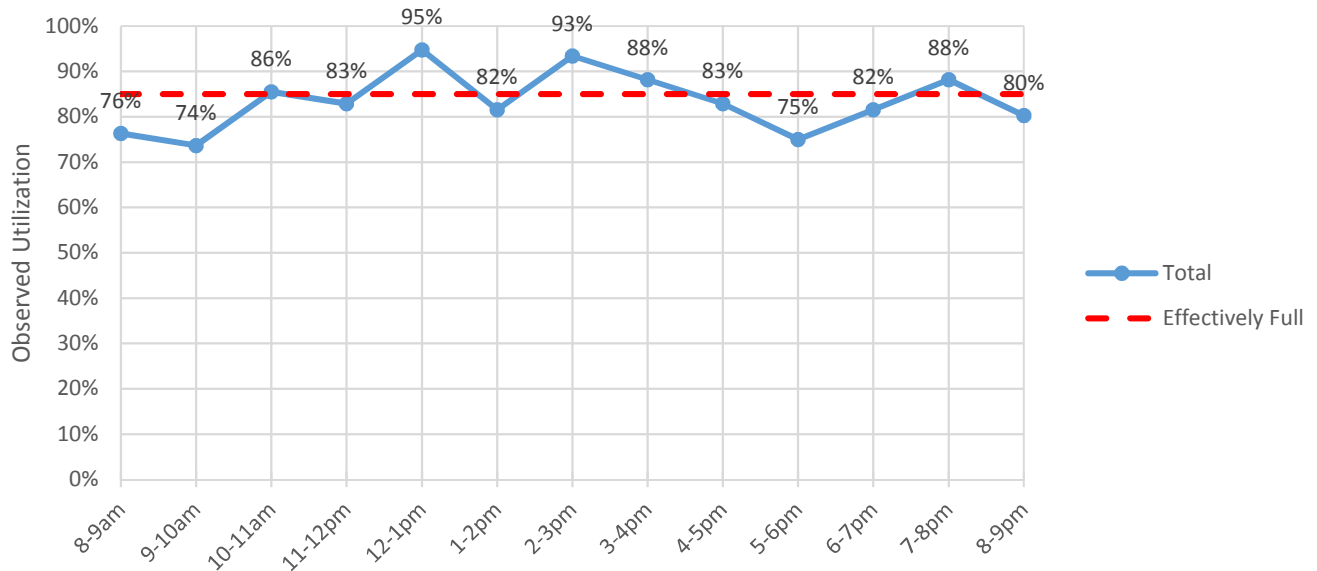


Figure 22: Middle St Thursday 2-Hour Metered Occupancy

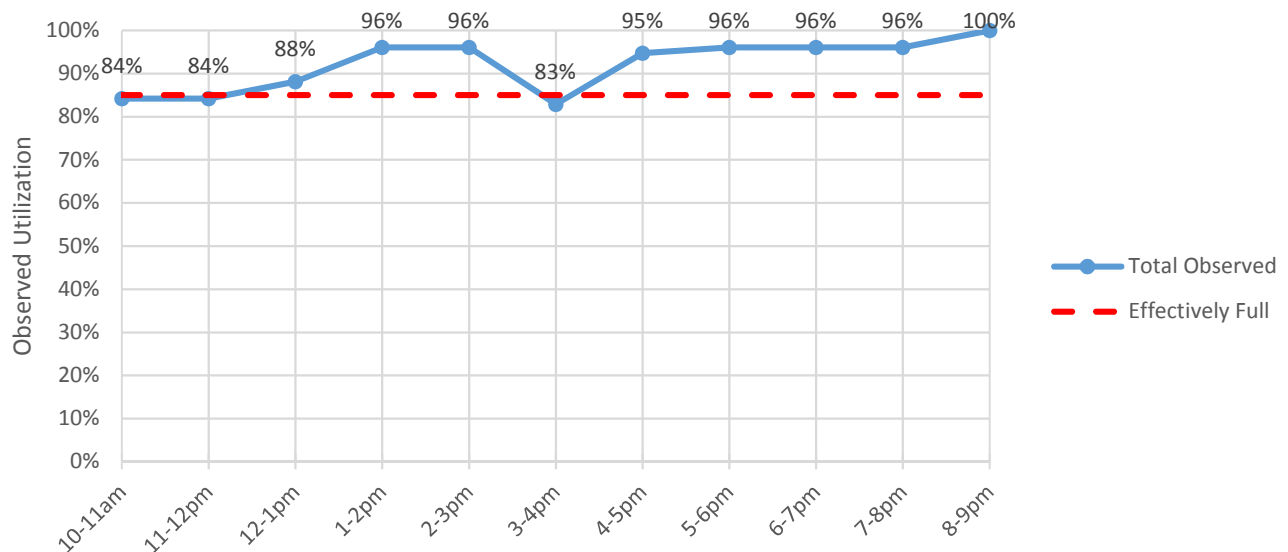


Figure 23: Middle St Saturday 2-Hour Metered Occupancy

E.4.4 Spring St from High St to Union St

On Thursday, Spring St between High St and Union St was the only street sampled that was not effectively full on average during the sample day. On Saturday, this section of Spring St did not become effectively full on average until 7pm.

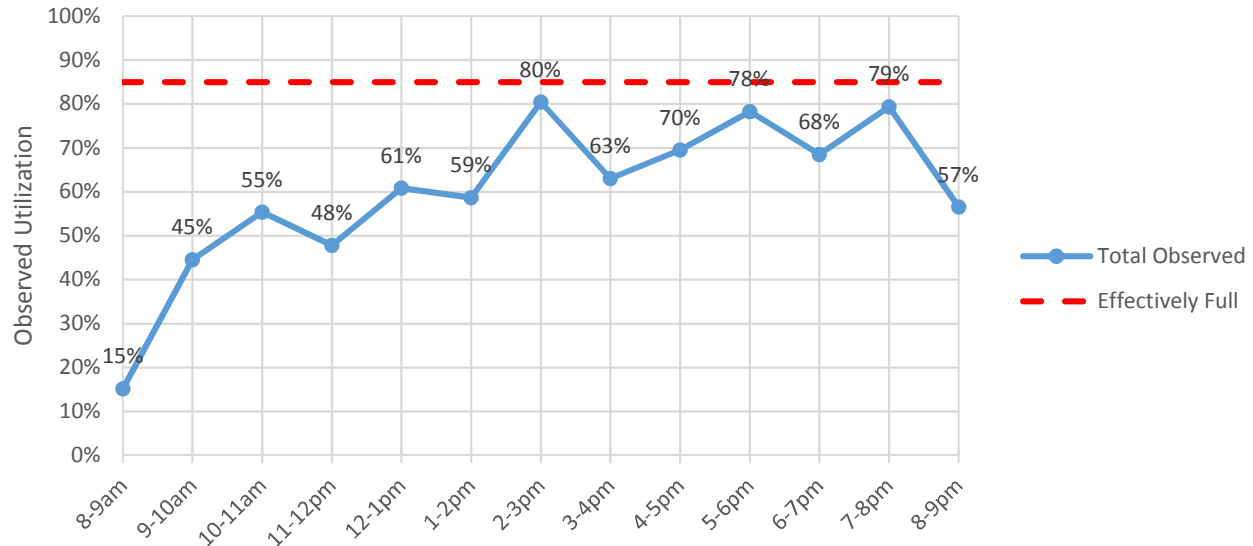


Figure 24: Spring St Thursday 2-Hour Metered Occupancy

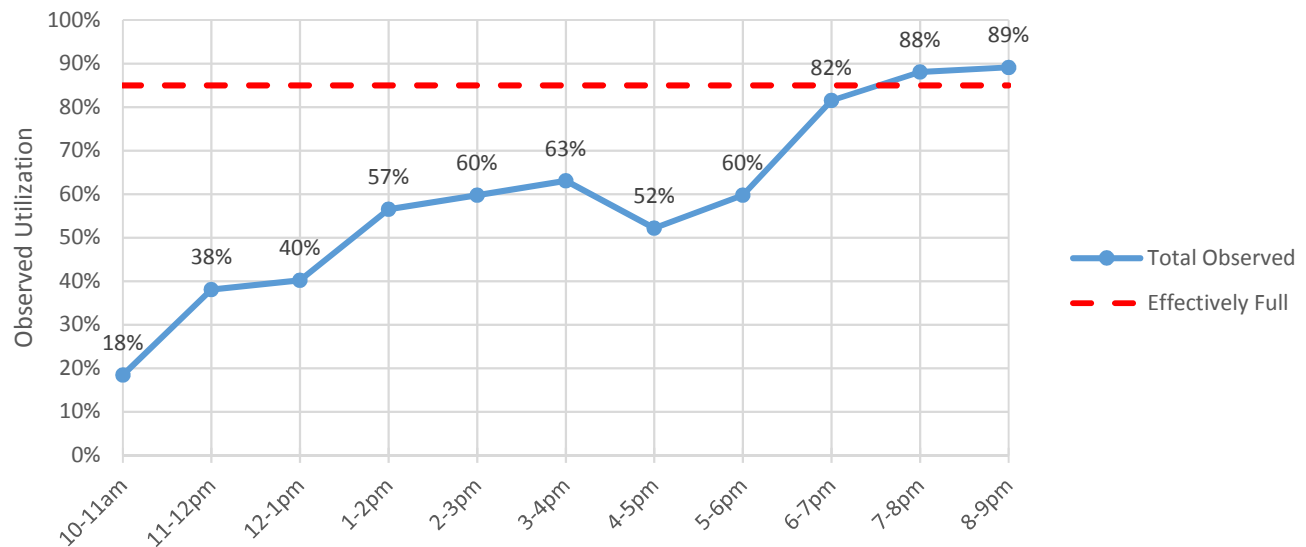


Figure 25: Spring St Saturday 2-Hour Metered Occupancy

E.4.5 Casco St between Cumberland Ave and Congress St

On Thursday, Casco St between Cumberland Ave and Congress St was briefly effectively full at 9am on Thursday, but then fell well below that until 6pm when it became 100% occupied. On Saturday, Casco St was effectively full between 11am on, reaching 100% occupied at 4pm and remaining nearly that high through 8pm.

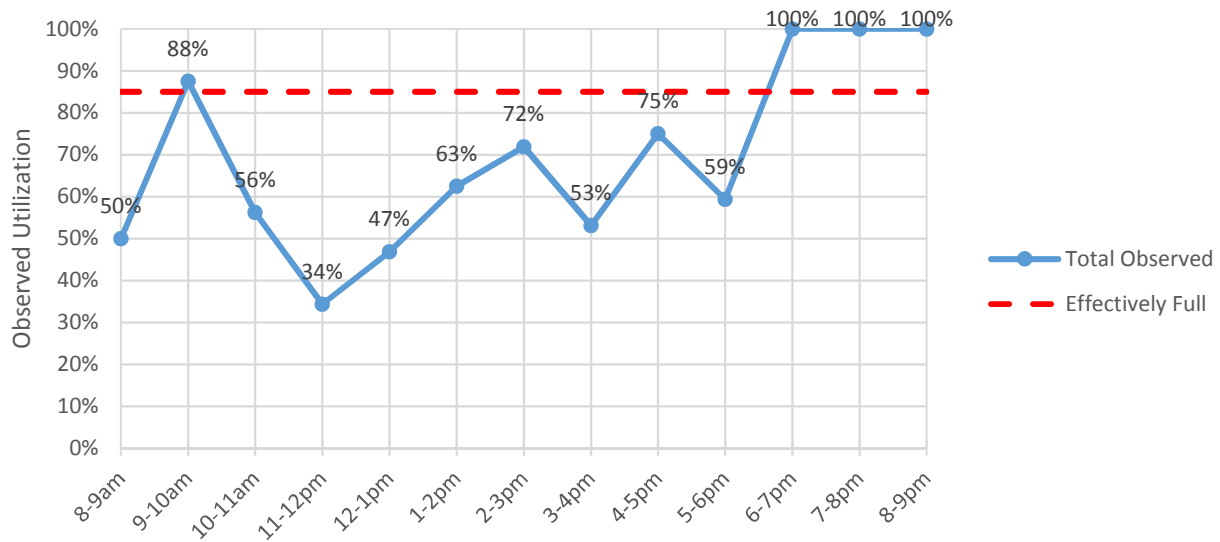


Figure 26: Casco St Thursday 2-Hour Metered Occupancy

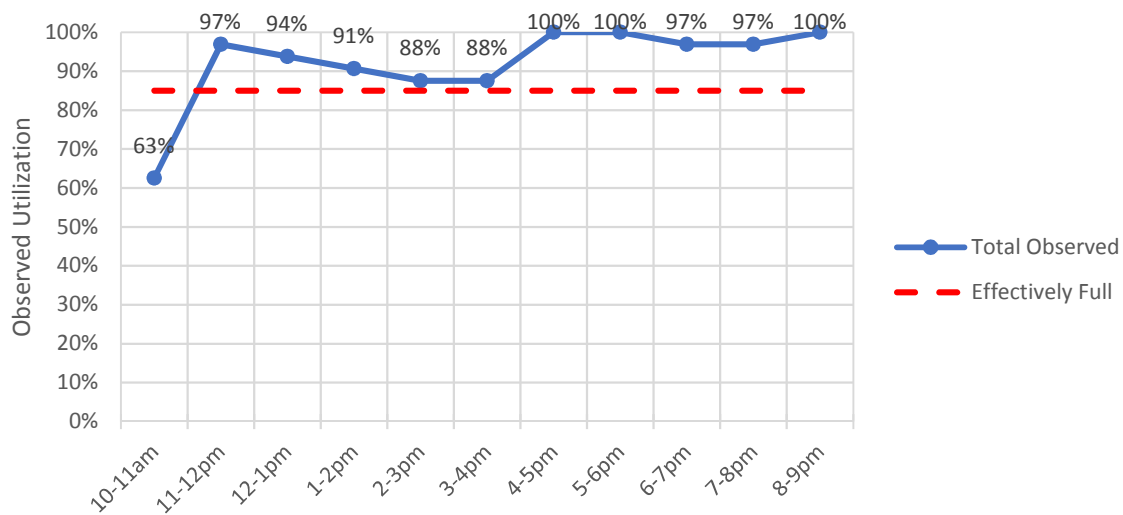


Figure 27: Casco St Saturday 2-Hour Metered Occupancy

E.5 On-Street Parking: Occupancy by Block-Face

In this section, on-street parking occupancy in 2-hour metered zones is shown by block-face.

E.5.1 Thursday 2-Hour Metered Zone Occupancy by Block-Face

Starting with Figure 28 and ending with Figure 34, Thursday parking occupancies in the 2-hour zones at 9am, 11am, 1pm, 3pm, 5pm, 7pm and 8pm are shown respectively.

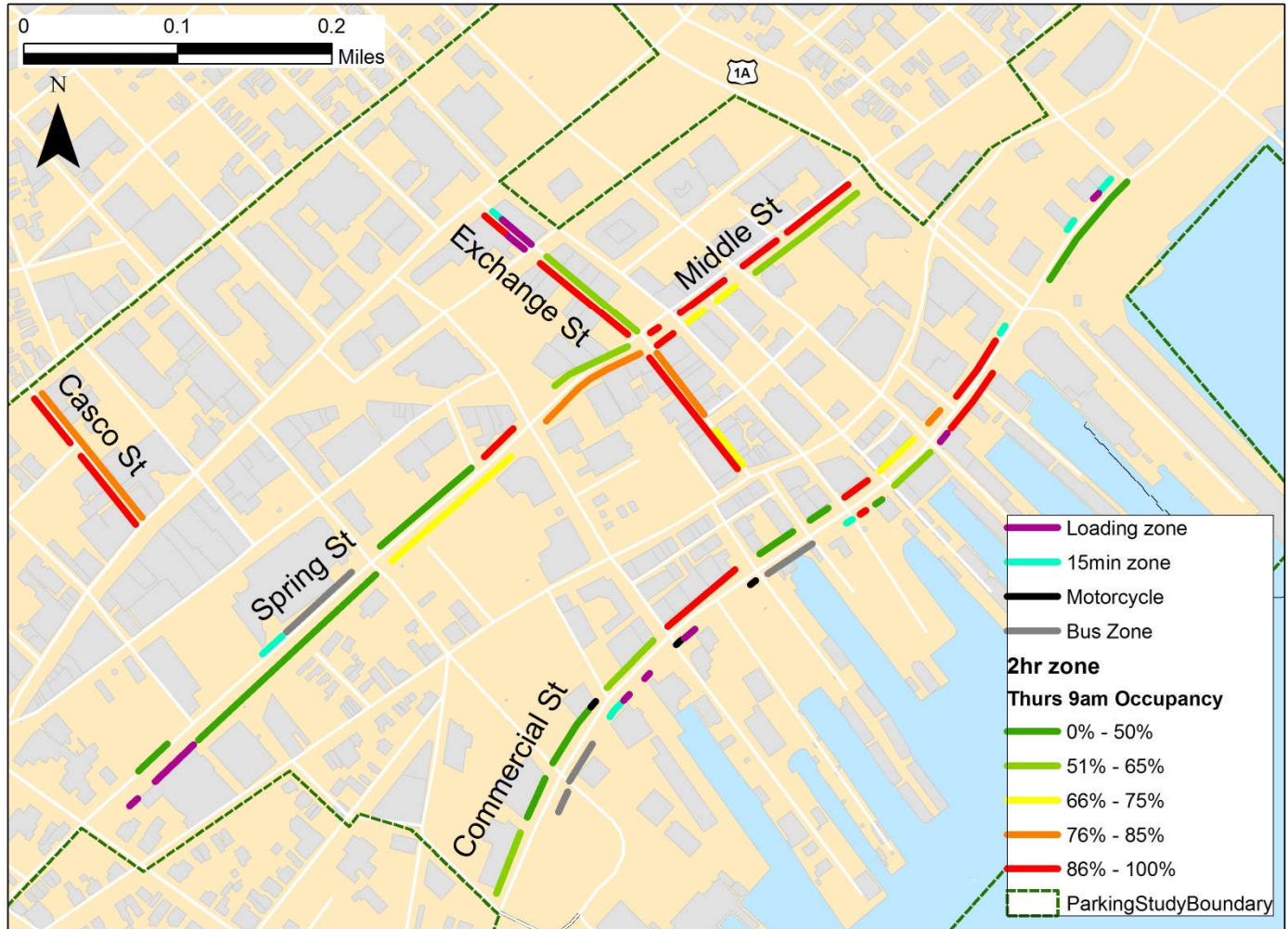


Figure 28: Thursday 9am Parking Occupancy by Block-Face

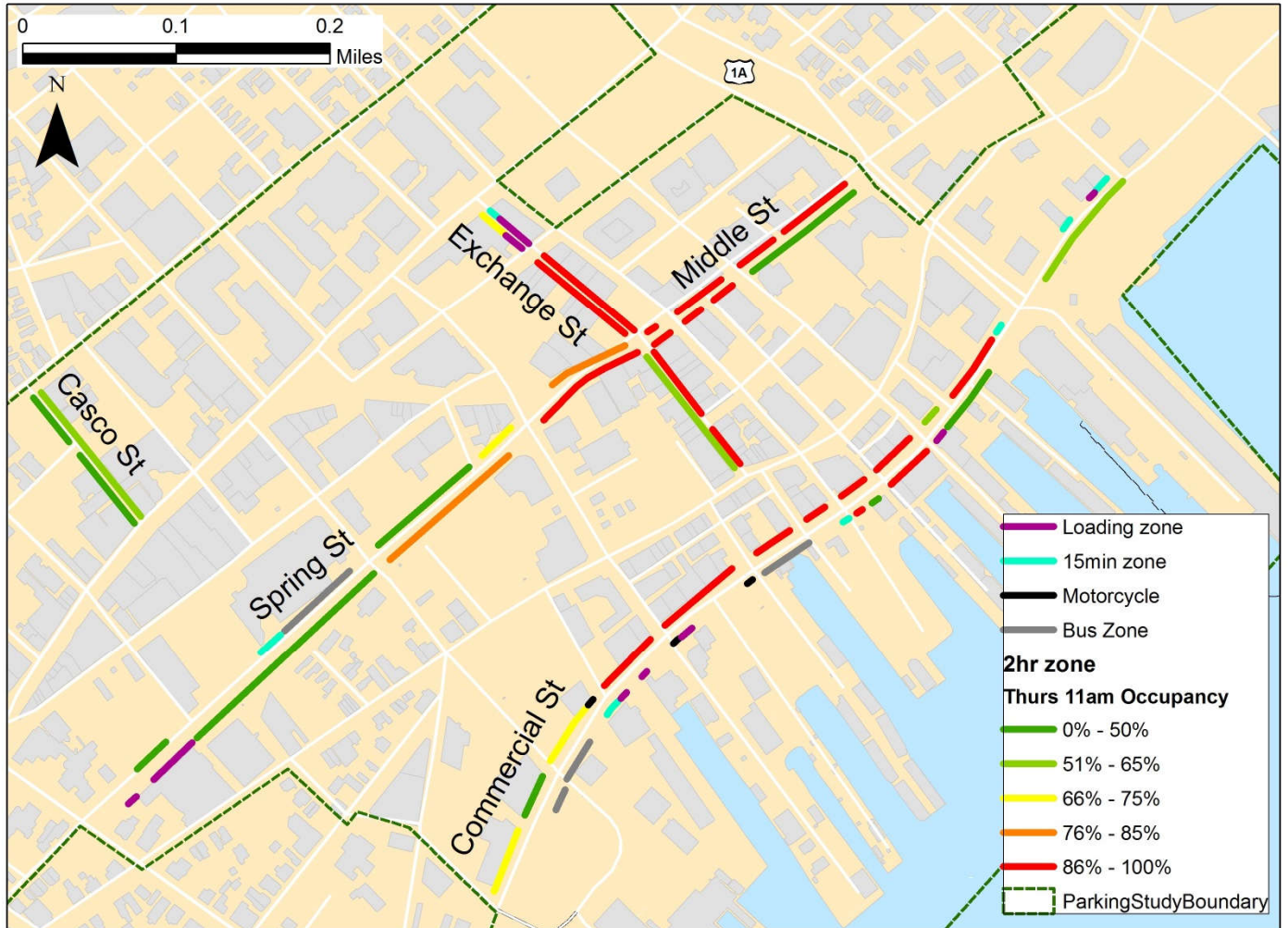


Figure 29: Thursday 11am Parking Occupancy by Block-Face

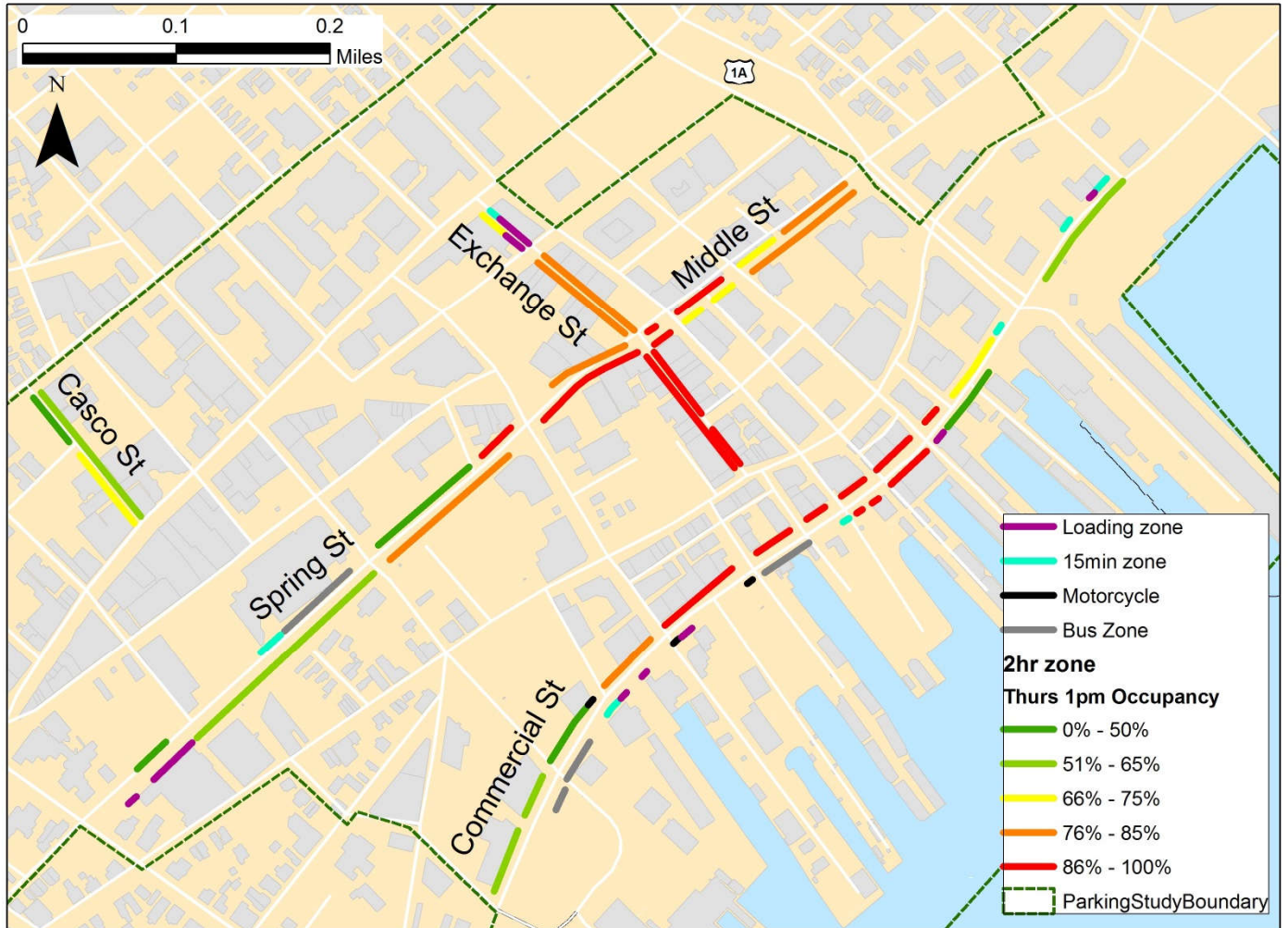


Figure 30: Thursday 1pm Parking Occupancy by Block-Face

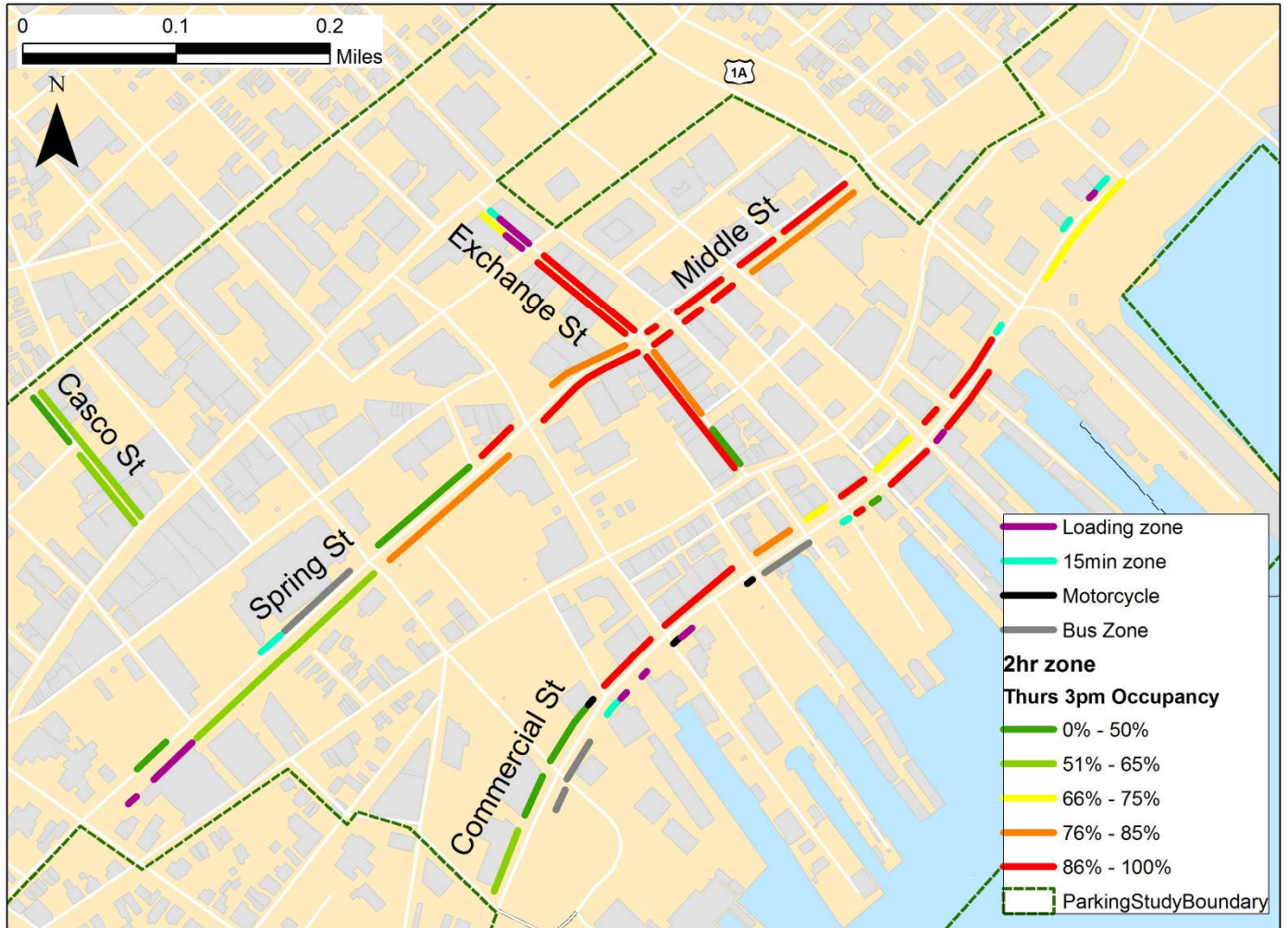


Figure 31: Thursday 3pm Parking Occupancy by Block-Face

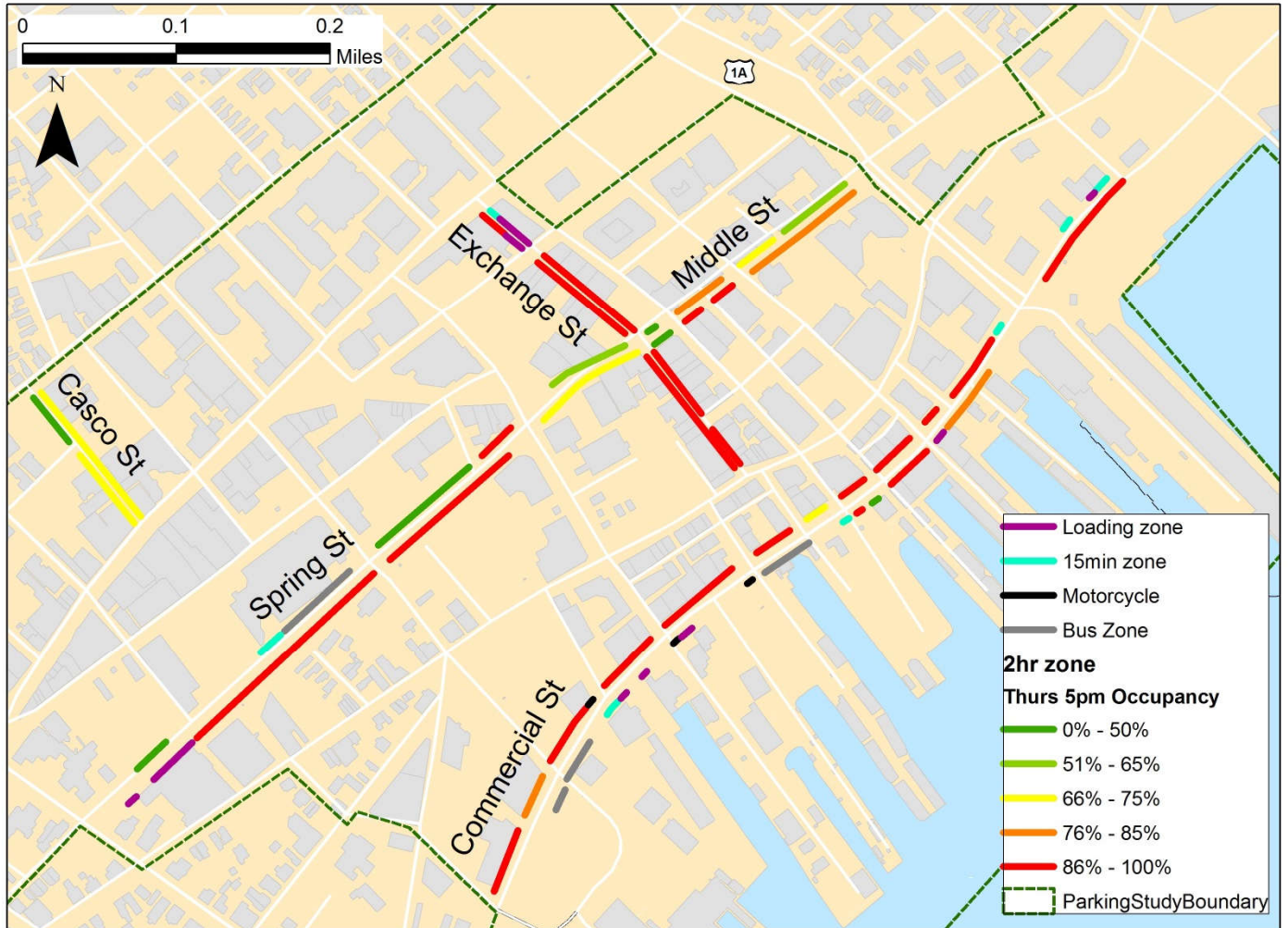


Figure 32: Thursday 5pm Parking Occupancy by Block-Face

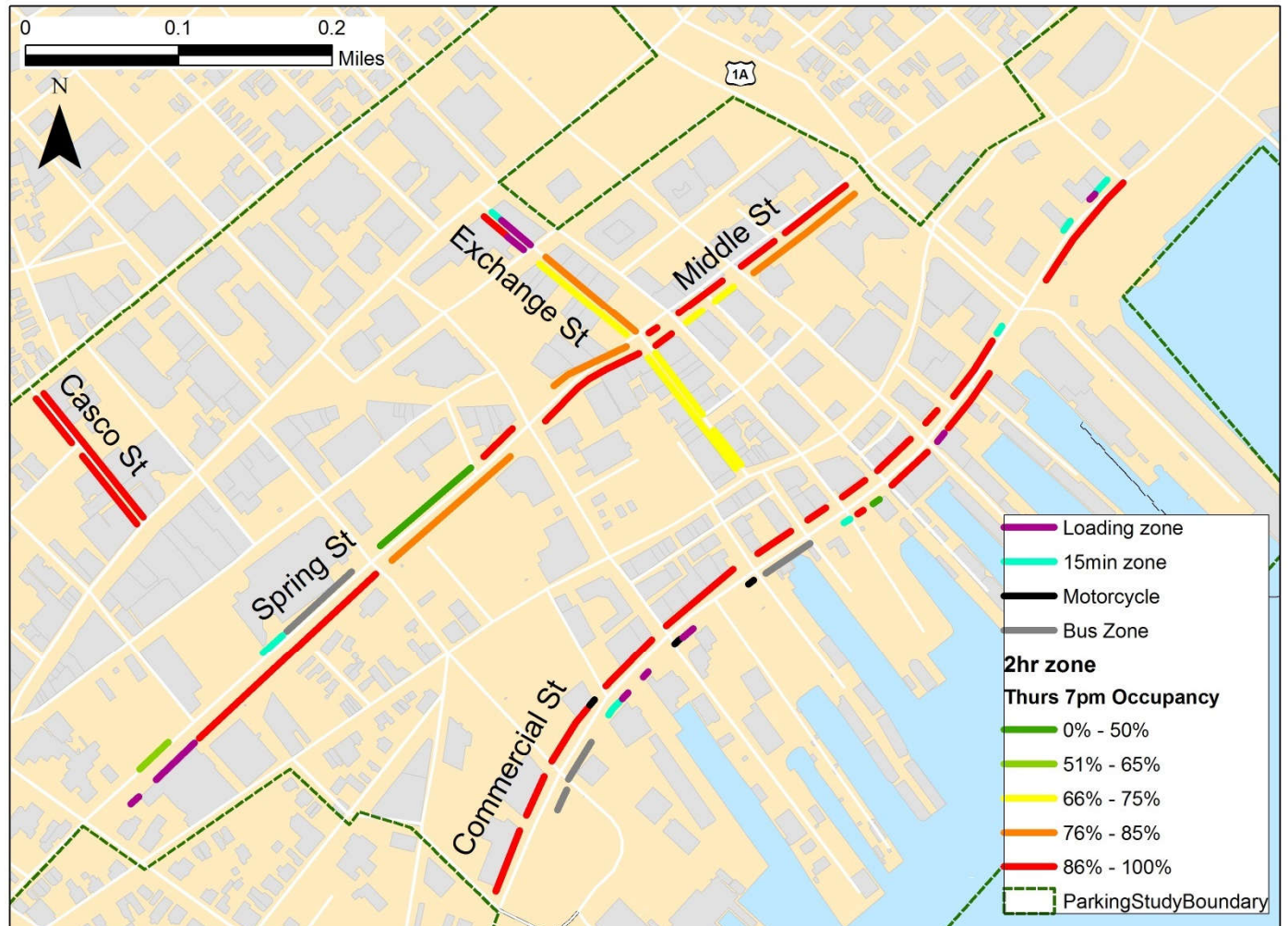


Figure 33: Thursday 7pm Parking Occupancy by Block-Face

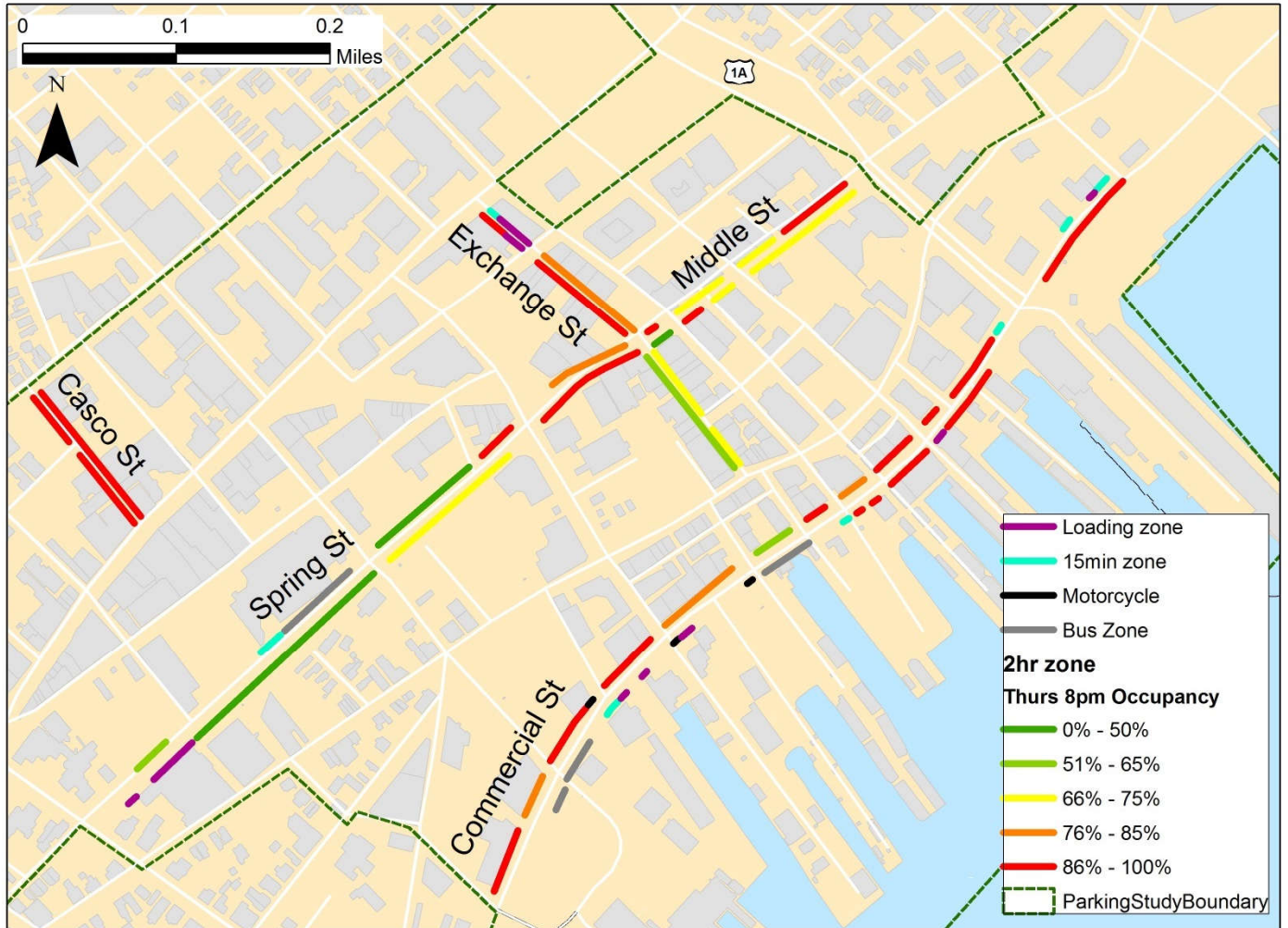


Figure 34: Thursday 8pm Parking Occupancy by Block-Face

E.5.2 Saturday 2-hour Metered Zone Occupancy by Block-Face

Starting with Figure 35 and ending with Figure 40, Saturday parking occupancies at 11am, 1pm, 3pm, 5pm, 7pm and 8pm are shown respectively.

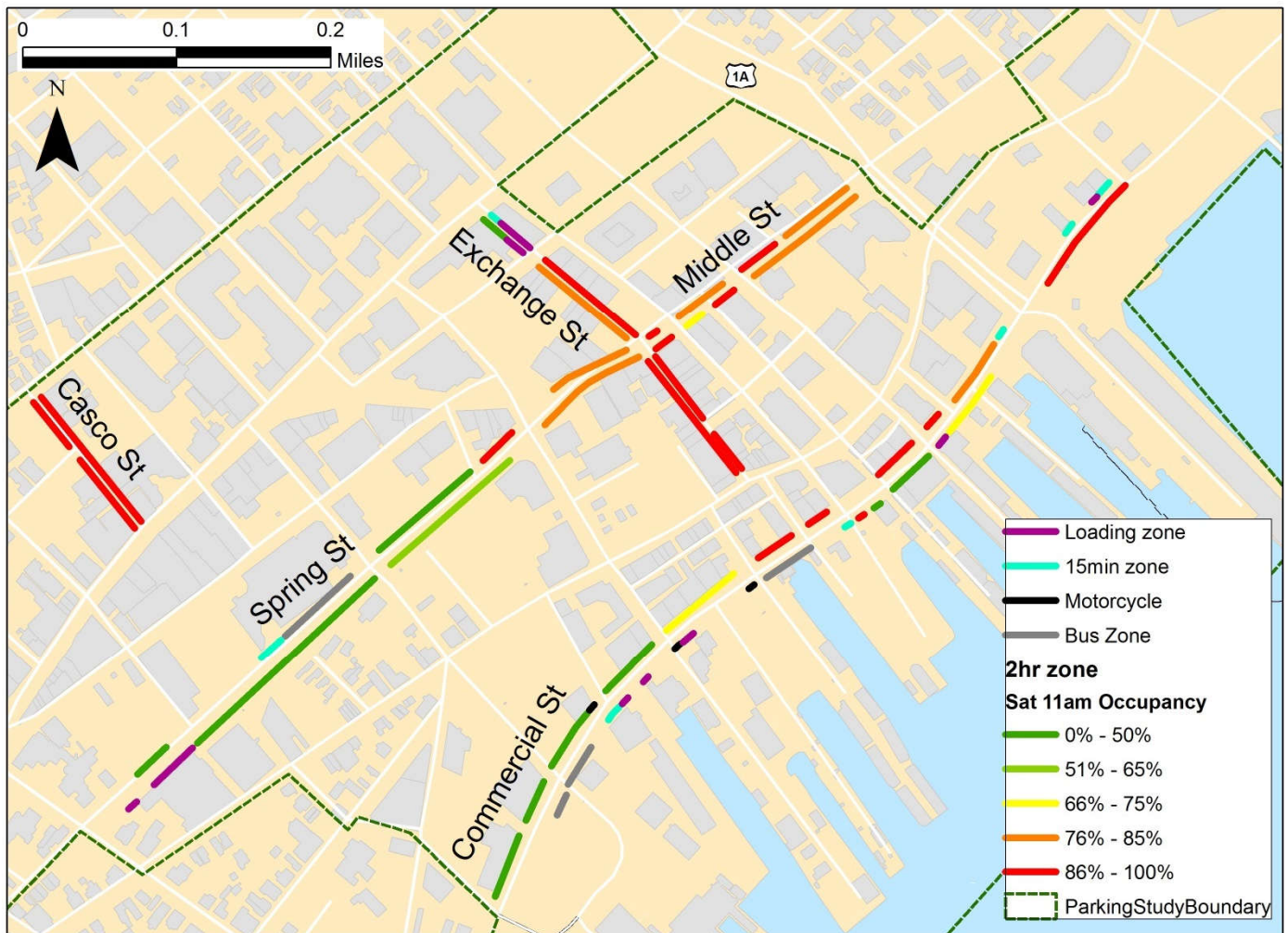


Figure 35: Saturday 11am Parking Occupancy by Block-Face

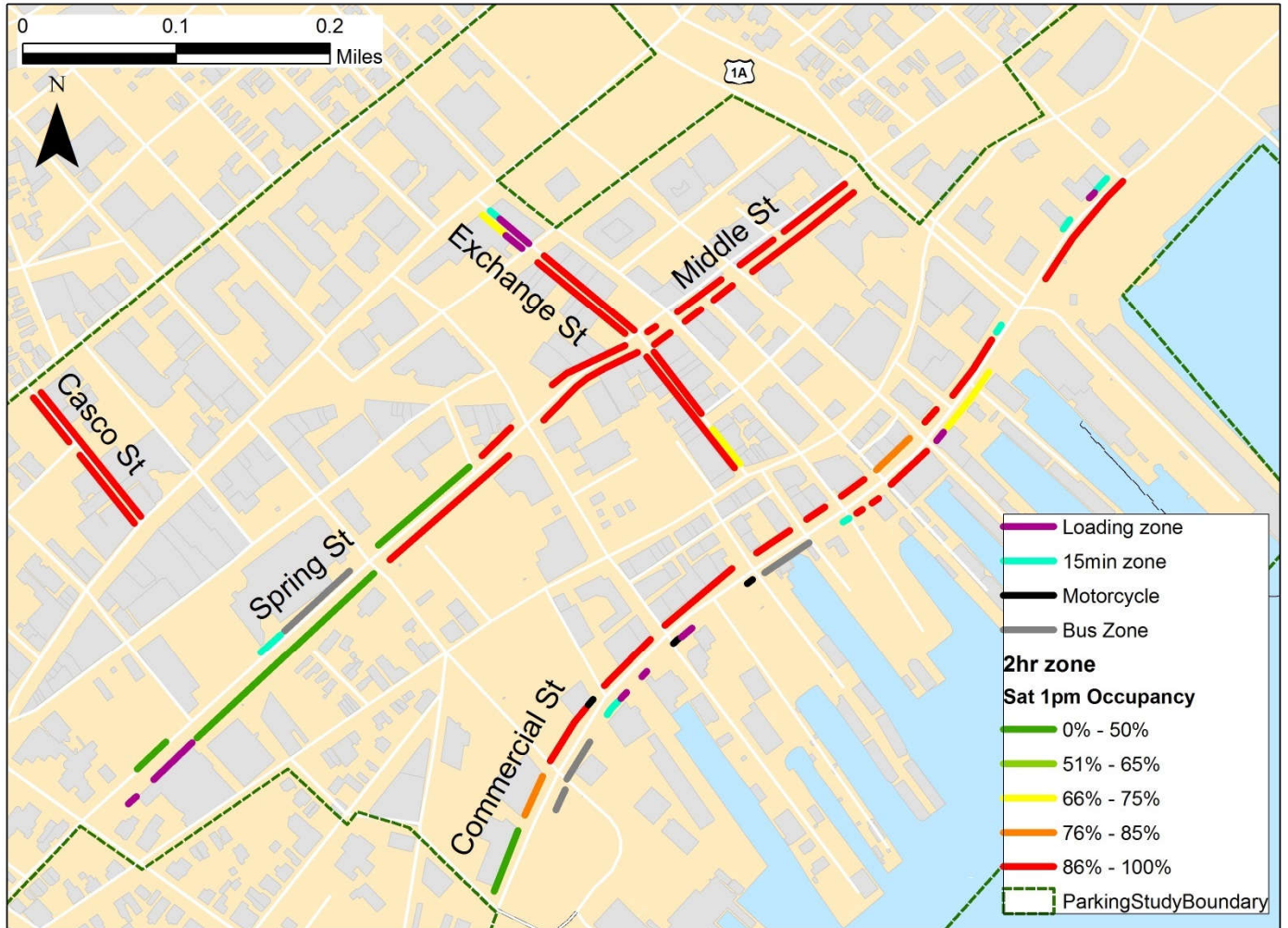


Figure 36: Saturday 1pm Parking Occupancy by Block-Face

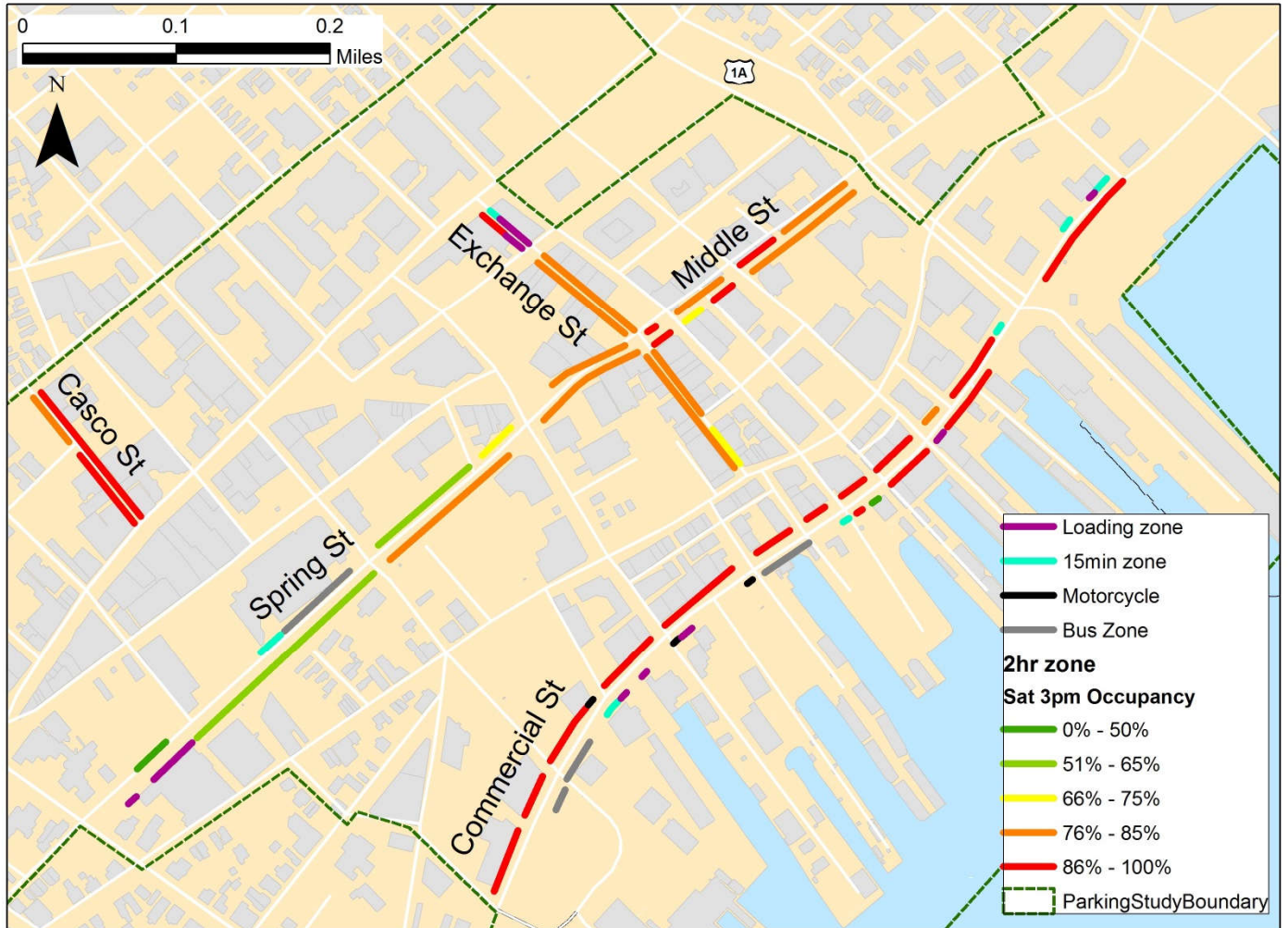


Figure 37: Saturday 3pm Parking Occupancy by Block-Face

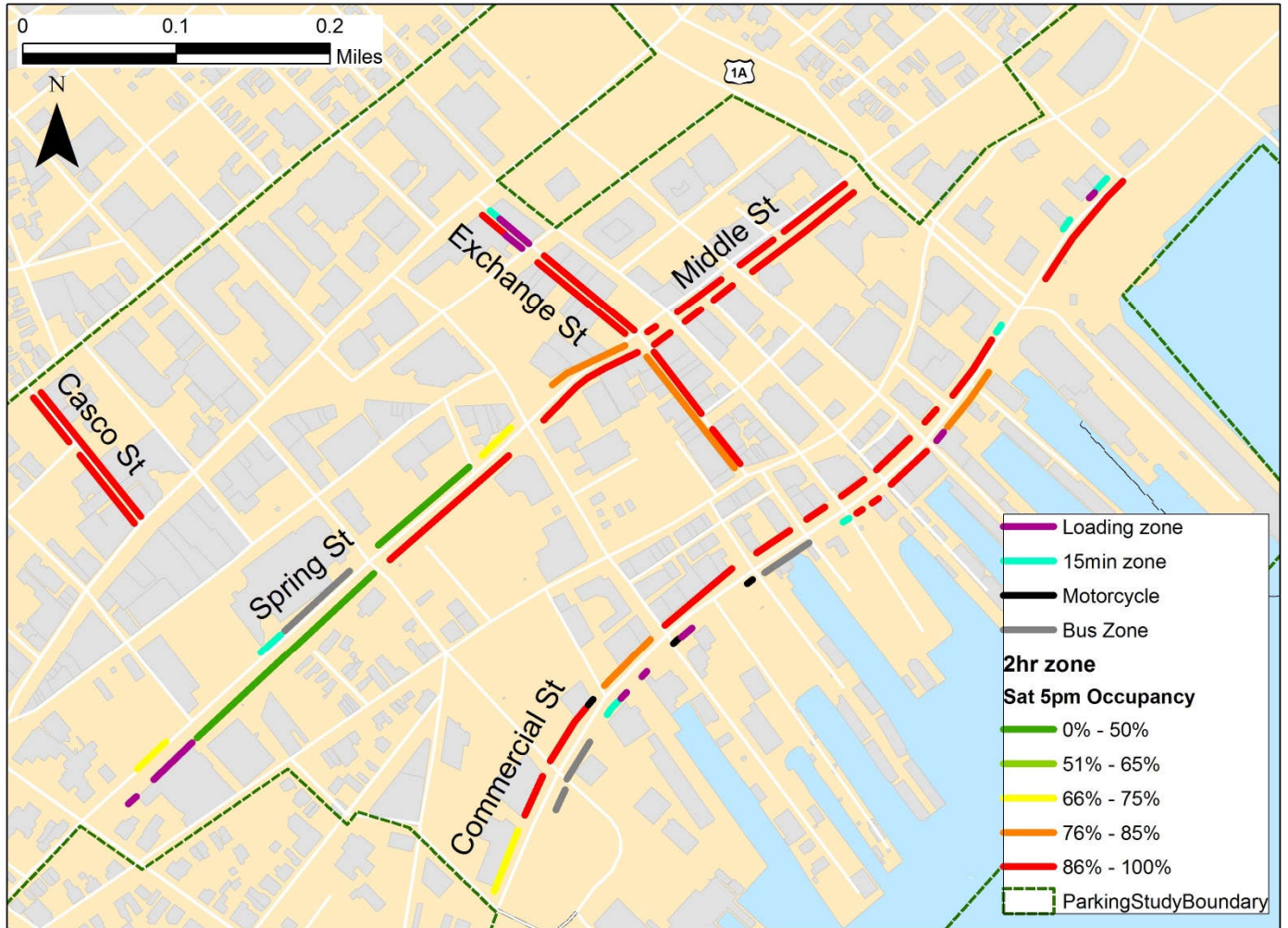


Figure 38: Saturday 5pm Parking Occupancy by Block-Face

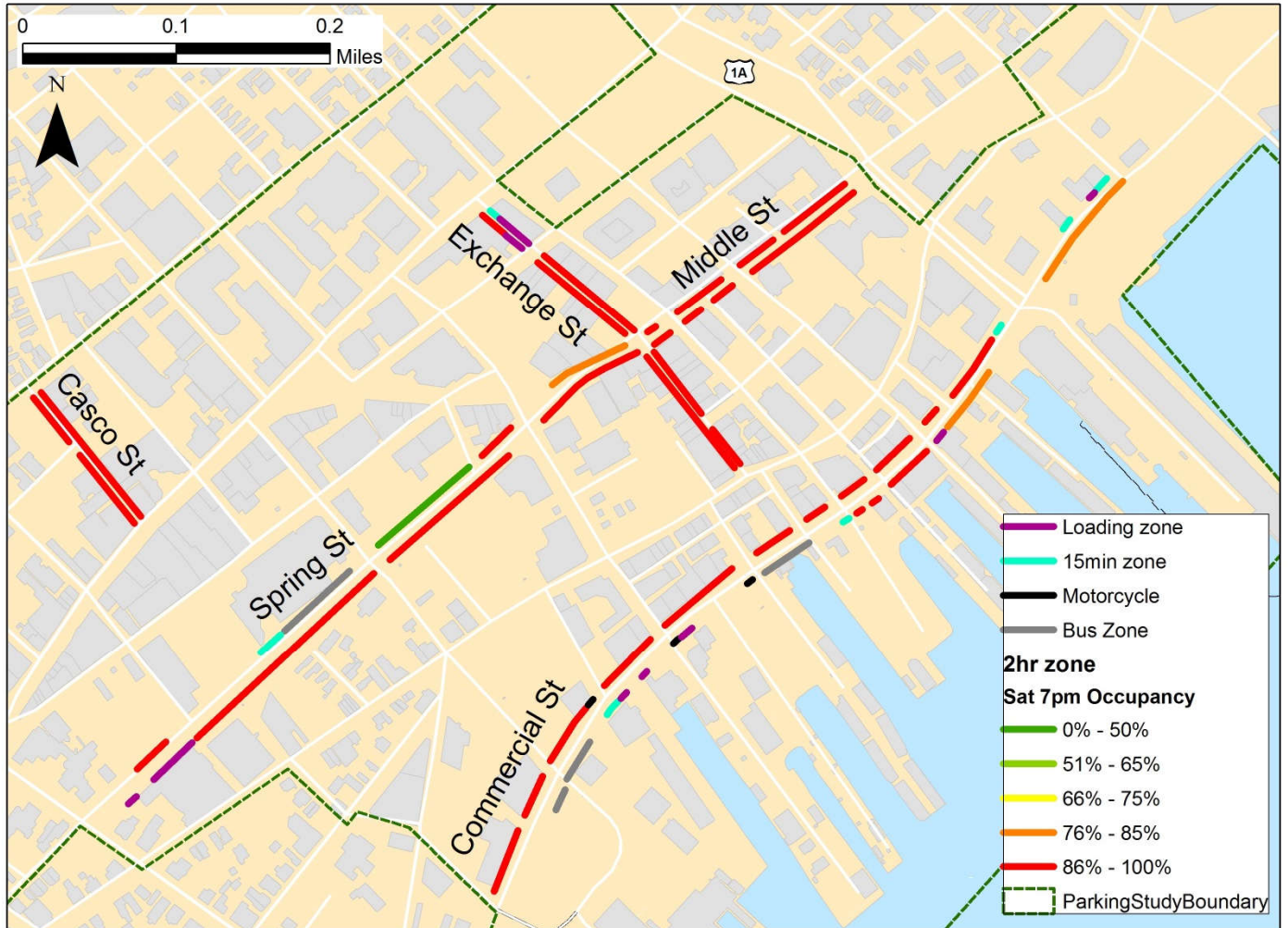


Figure 39: Saturday 7pm Parking Occupancy by Block-Face

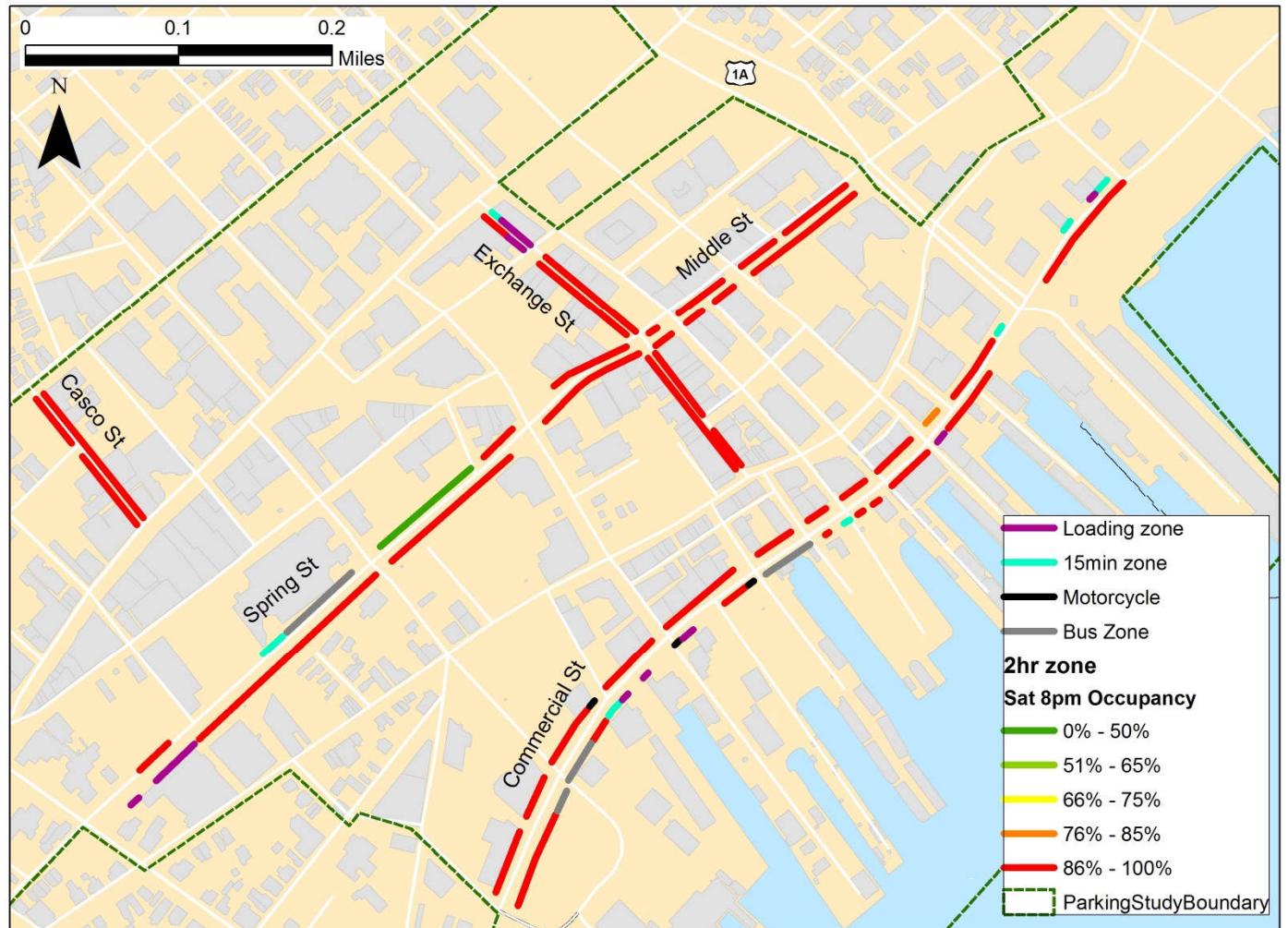


Figure 40: Saturday 8pm Parking Occupancy by Block-Face

E.6 On-Street Parking Duration and Turnover in 2-Hour Metered Zones

Parked vehicle duration and turnover are important metrics to understand parking behavior. When on-street parking occupancy is high, it is more desirable for parking turnover to also be high so that users have a greater chance of finding an open space. When the observed data for this study was collected, in December of 2016, the City of Portland's on-street meter fee was \$1 per hour for 2-hour limited zones. The hourly fee and time limit aim to facilitate parking turnover between 9am and 6pm Monday through Saturday.

Average on-street parking duration and turnover by block face was calculated between 8am and 6pm for Thursday and Saturday using observed partially recorded license plate data. Because the observation intervals were 1 hour apart, an assumption had to be made about observed vehicle duration. If a vehicle was observed only once on a block-face it was assigned a duration of 0.5 hours. A vehicle that was observed for exactly two count intervals on a block-face was assigned a duration of 1.5 hours. Exactly 3 observations and the vehicle was assigned a duration of 2.5 hours, and so on. The average parked vehicle duration for each block face was calculated using the formula

$$D = \frac{\sum_x (N_x \cdot X \cdot I)}{N_T}$$

Where D = average parking duration, h/veh;
 N_x = number of vehicles parked for x intervals;
 X = number of intervals parked;
 I = length of the observation interval, h;
 N_T = total number of parked vehicles observed.

The average turnover rate for parked vehicles follows as the inverse of average duration. In Figure 41 and Figure 42, the average parked vehicle durations by block-face are shown for the Thursday and Saturday samples.

The results show that on both Thursday and Saturday, the block-faces on Exchange St and Middle St had a lower parked vehicle duration and higher turnover rate compared to Casco St and Spring St. This is a positive sign given that Exchange and Middle St had some of the highest rates of parking occupancy.

Commercial St shows more of a range of parking durations by block-face which tended to be 1 to 2 hours closer to the center of the Old Port on Thursday while block faces west of Cross St (north side of the street) and east of Franklin St had an average parking duration under 1 hour. On Saturday, average durations on Commercial St tended to be higher, between 1 and 2 hours on the north side of the street throughout.

There is one block-face on Commercial St west of Center St (south side of the street) that had unrestricted angled parking on the observation days. The unrestricted parking was also observed in an adjacent bus loading zone to this block-face, presumably because it was not bus tourist season. This was the location of the longest on-street parking duration observed in the study area. On Thursday, this block-face had an average parking duration of just over 5 hours per vehicle between 8am and 6pm which is a turnover rate of less than 0.2 vehicles per hour. On Saturday, the duration was just over 2.5 hours per vehicle, a turnover rate of 0.4 vehicles per hour. This example illustrates how the metered and time limited block-faces maintain a higher turnover rate compared to unrestricted and free on-street parking.

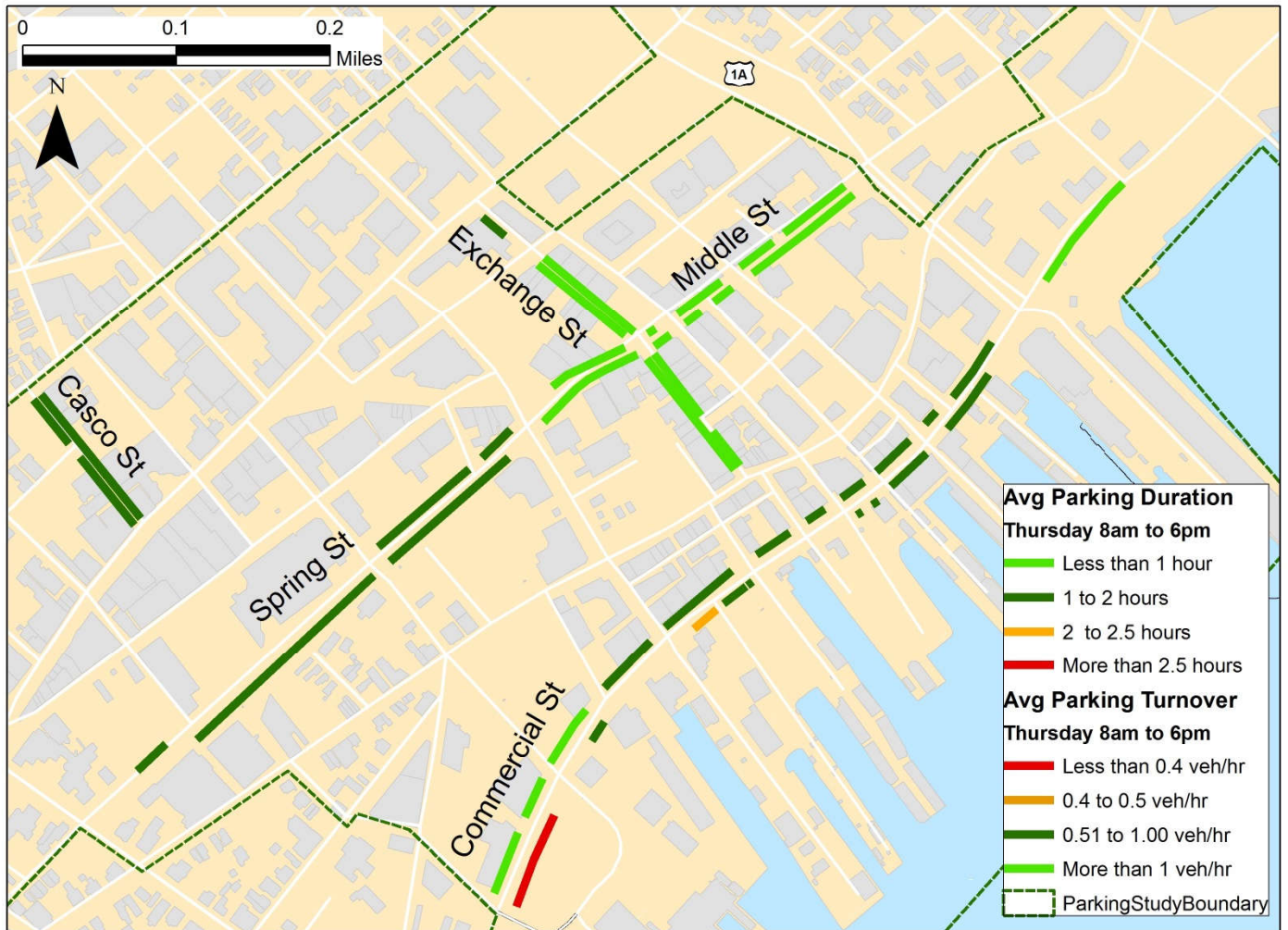


Figure 41: Thursday Average Duration and Turnover in 2-Hour Metered Zones 8am-6pm

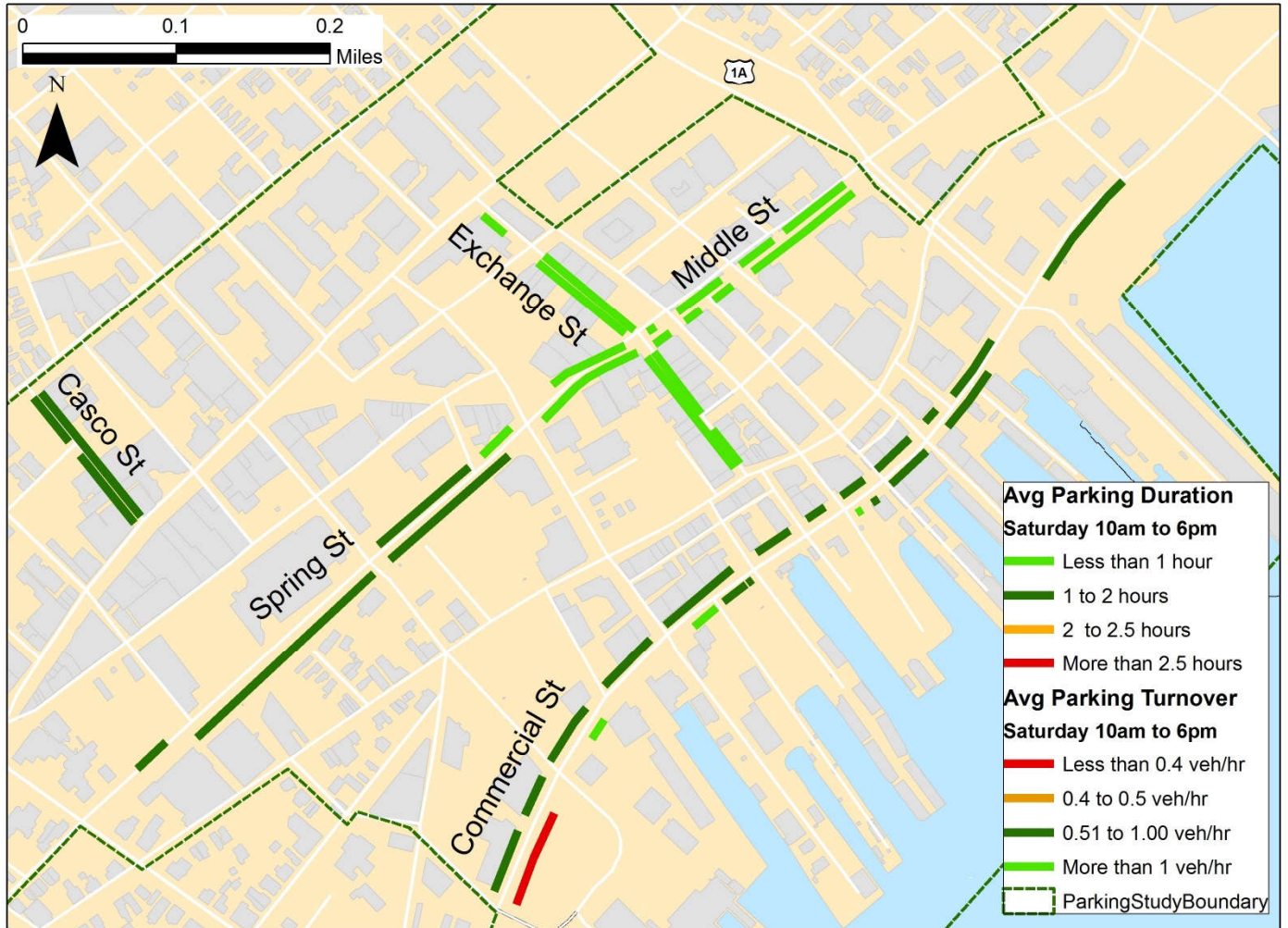


Figure 42: Saturday Average Duration and Turnover in 2-Hour Metered Zones 10am-6pm

F. Summary of Observed Parking Results

In this section, the observed occupancy rates from the structured, surface lot, and on-street samples are projected onto the total parking supply in each respective category to estimate the total number of occupied spaces between 8am and 8pm. The results presented in this section have not yet been adjusted for seasonality. Table 26 summarizes the Thursday observed occupancy rates by hour.

Figure 43 displays the projected parking occupancy in the study area based on the Thursday, December 1st observations. Private use only structured parking is displayed as 100 percent occupied since the spaces are reserved and are not resold to the transient public even when vacant. The effectively full level of vehicles for the study area represents the capacity when the surface lots and structured parking are 90 percent occupied and the on-street supply is at 85 percent occupied. The Thursday peak occurred at 12pm when an estimated 11,560 spaces were occupied leaving about 2,450 vacant spaces below the effective capacity of 14,011 spaces.

Table 26: Thursday Observed Occupancies and Projected Total Spaces Occupied

	Surface Lots		On-Street		Public Use Structured		Private Structured
Observation Period	Observed Occupancy	Projected Spaces Occupied	Observed Occupancy	Projected Spaces Occupied	Observed Occupancy	Projected Spaces Occupied	Reserved
8am	46.3%	2,970	54.5%	1,230	60.1%	3,790	705
9am	*	3,645	63.9%	1,440	67.5%	4,260	705
10am	67.4%	4,320	71.9%	1,620	69.5%	4,390	705
11am	*	4,450	73.2%	1,650	70.0%	4,420	705
12pm	71.5%	4,580	79.2%	1,780	70.9%	4,470	705
1pm	*	4,545	74.8%	1,680	70.6%	4,450	705
2pm	70.4%	4,510	80.3%	1,810	67.9%	4,290	705
3pm	*	4,170	75.7%	1,700	60.7%	3,830	705
4pm	59.8%	3,830	82.4%	1,850	45.8%	2,890	705
5pm	*	3,020	84.3%	1,900	29.2%	1,840	705
6pm	34.4%	2,210	84.0%	1,890	24.3%	1,530	705
7pm	*	1,720	87.1%	1,960	21.2%	1,330	705
8pm	19.2%	1,230	78.6%	1,770	18.7%	1,180	705

*Interpolated Estimate

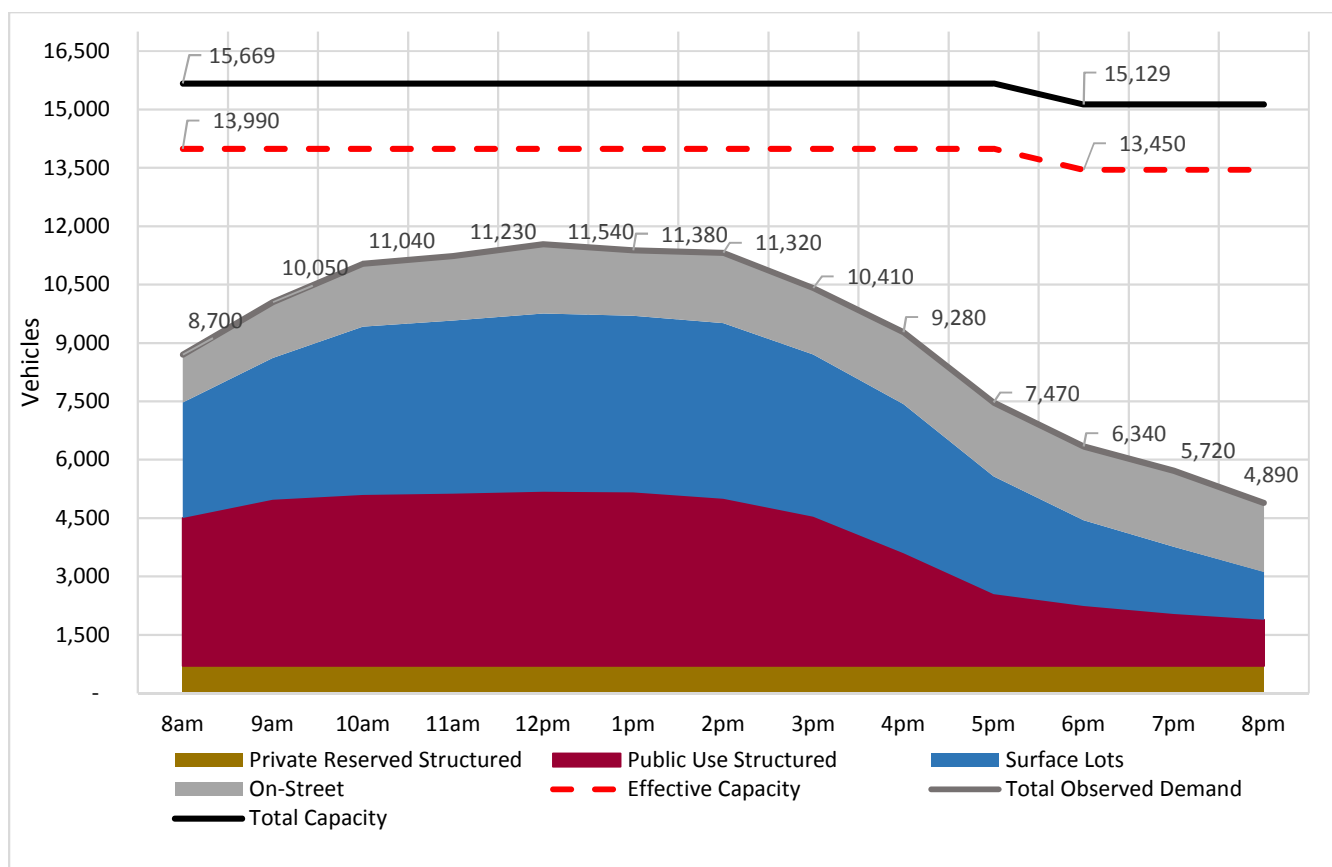
**Figure 43: Thursday Projected Total Occupancy in the Study Area Based on the December 1st Sample**

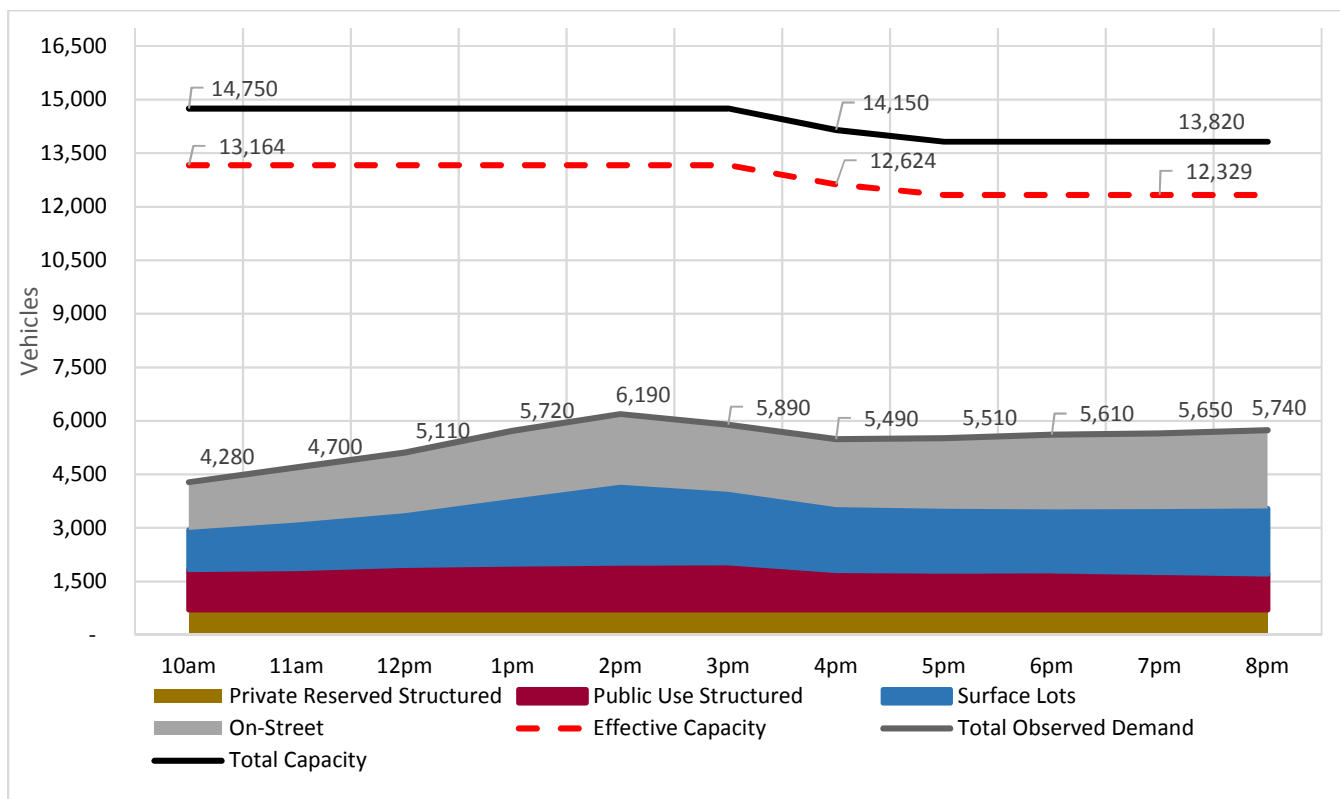
Table 27 summarizes the Saturday observed occupancy rates by hour. Figure 44 displays the projected parking occupancy in the study area based on the Saturday, December 3rd observations.

Table 27: Saturday Observed Occupancies and Projected Total Spaces Occupied

	Surface Lots		On-Street		Public Use Structured		Private Structured
Observation Period	Observed Occupancy	Projected Spaces Occupied	Observed Occupancy	Projected Spaces Occupied	Observed Occupancy	Projected Spaces Occupied	Reserved
10am	19.1%	1,110	58.9%	1,330	19.0%	1,130	705
11am	*	1,280	69.0%	1,550	19.5%	1,160	705
12pm	24.8%	1,450	75.5%	1,700	20.9%	1,250	705
1pm	*	1,820	84.3%	1,900	21.6%	1,290	705
2pm	37.5%	2,190	88.1%	1,980	22.0%	1,310	705
3pm	*	1,980	83.6%	1,880	22.0%	1,320	705
4pm	30.3%	1,760	84.9%	1,910	20.7%	1,110	705
5pm	*	1,740	87.4%	1,970	21.6%	1,090	705
6pm	29.3%	1,710	92.9%	2,090	21.8%	1,100	705
7pm	*	1,770	94.1%	2,120	20.8%	1,050	705
8pm	31.4%	1,830	97.5%	2,190	20.1%	1,010	705

*Interpolated Estimate

Figure 44: Saturday Projected Total Occupancy in the Study Area Based on the December 3rd Sample



Projected results from the observed Saturday had a peak of approx. 6,200 parked vehicles at 2pm leaving about 7,300 vacant spaces before the effective capacity of 13,525 is reached.

Looking in more detail at the distribution of the observed vacant space, the next two figures show how many vacant spaces remained before the effectively full level was reached in each subarea zone at the peak hour. In Figure 45, we see that during the peak hour of 12pm on the observed weekday, Subarea Zone 1 had the highest number of vacant spaces particularly on-street spaces and structured spaces. On-Street spaces in Subarea Zones 2 and 4 were above 85 percent occupied during the peak hour, therefore no on-street vacancy is shown for those zones. Subarea Zone 7, the Eastern Waterfront had the most vacancy in surface lots at the peak hour.

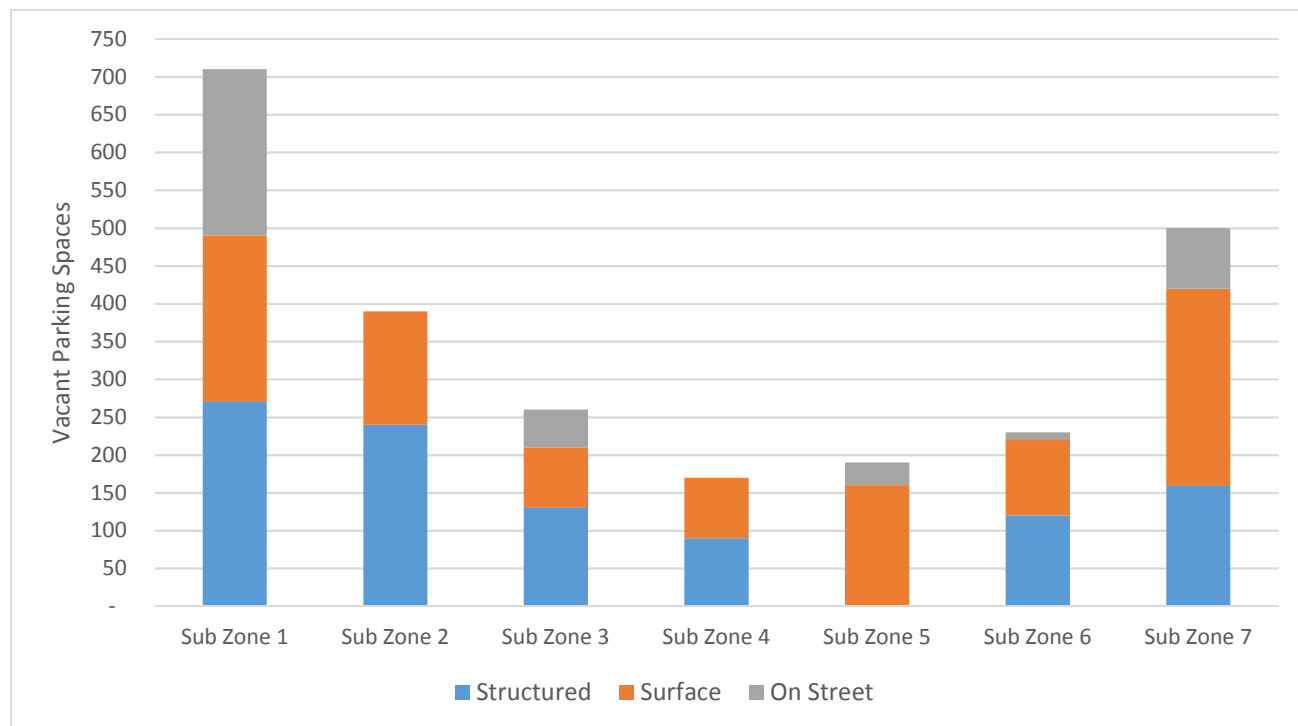


Figure 45: The Number of Vacant Spaces Until Effectively Full on Thursday at 12pm by Subarea

It is likely that not all of the observed vacant spaces were available for use depending on off-street parking management. While garages use a computer to minimize vacant space that must be held for absent monthly customers, some surface lots that are operated more manually may hold more vacant space open for absent monthly customers, although holding more vacant monthly spaces open than necessary is not in an operator's best interest.

During the observed peak hour on Saturday, there were many more overall vacant spaces observed due to higher vacancies in structured and surface lot parking. However, the peak hour on Saturday had far fewer vacant on-street spaces before the effectively full level of 85 percent occupancy. The only subarea that had less vacancy during the Saturday peak hour compared to the Thursday peak hour was Subarea Zone 6 surrounding the Ferry Terminal on the Waterfront.

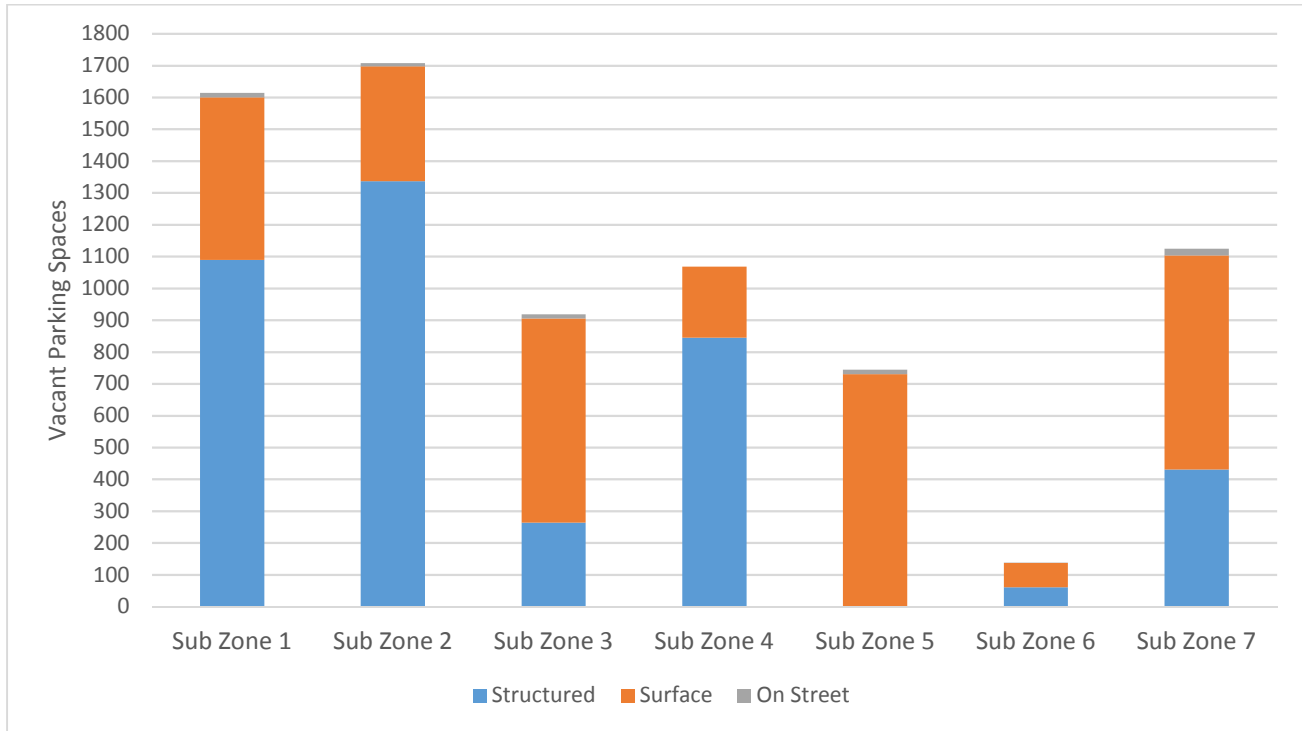


Figure 46: The Number of Vacant Spaces Until Effectively Full on Saturday at 2pm by Subarea

The vacant space charts are useful to understand where additional transient parking demand during the peak season might be accommodated within the study area.

G. Seasonal Analysis

In this section, the observed parking demand data is compared to annual parking demand curves at two sample garage locations to determine if the sampled days in December were a good representation of recurring regional demand, parking demand from seasonal variation in island ferry ridership is analyzed, and additional parking demand from higher levels of day visitors and overnight visitors during the summer season is estimated using data from the Maine Office of Tourism.

G.1 Recurring Regional Demand

Because the data collection occurred in December, it is important to look at the results in the context of parking demand from other times during the year. Data on customer entrance and exit volumes annually is not usually disclosed by private parking operators because the information is related to revenue. Data from the two publicly operated garages in the study area, Elm St and Spring St, are analyzed here to put the observed results from the December sample days into an annual context. Based on the location of the Elm St and Spring St garages, both are located in the north-west quadrant of the study area, it is likely that annual demand patterns at these garages are better indicators of recurring employment, retail, arena event, and restaurant related parking demand, rather than seasonal demand related to waterfront tourism and ferry passenger activity.

Data from the year prior to this study at the Elm St and Spring St garages were obtained. Figure 47 shows the December 1st daily parking demand with other Thursday demand levels during the year at the Elm St garage. The December 1, 2016 daily demand fell at the 81st percentile of Thursdays, well above the median (50th percentile) peak demand for Thursday.

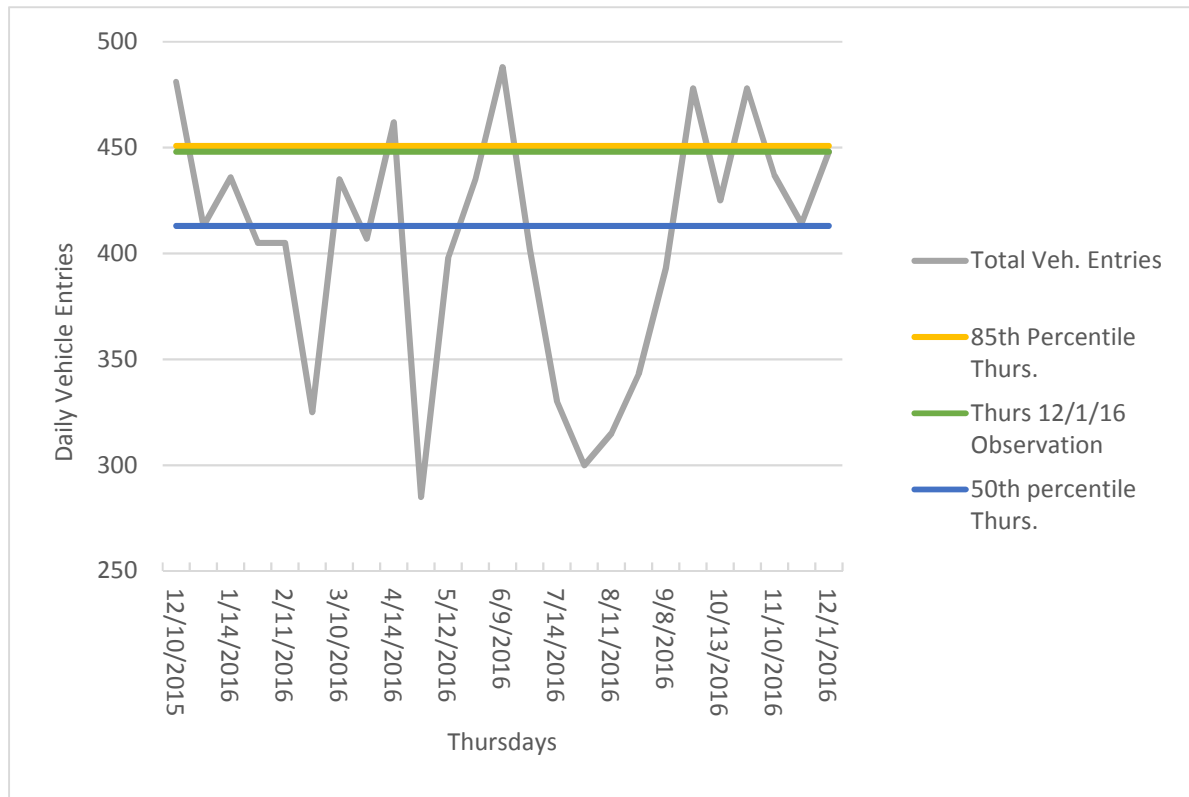


Figure 47: Recent Thursday Demand Variation at Elm St Garage

Thursday demand data from different seasons during the year at the Spring St Garage is shown in Figure 48. The December 1st 2016 data at the Spring St garage placed in the 87th percentile, corroborating that the Thursday sample date was well above average in parking demand, at least in the vicinity of the Elm St and Spring St garages.

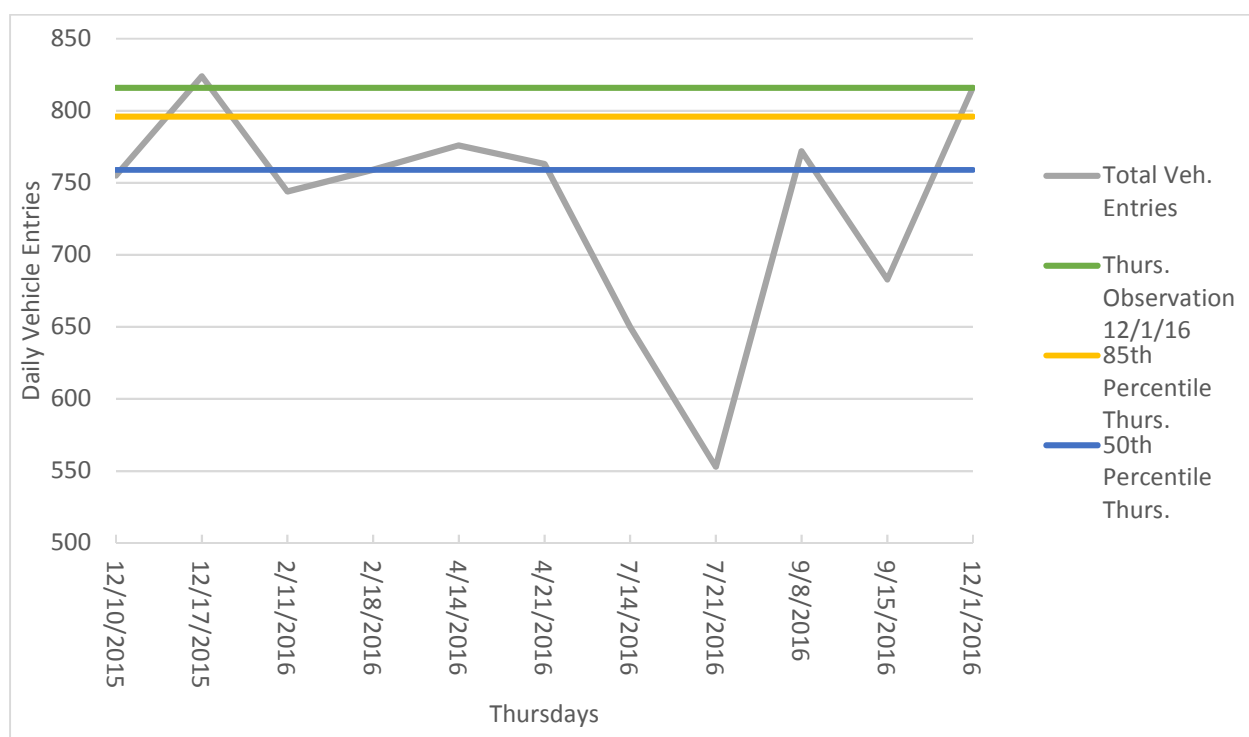


Figure 48: Recent Thursday Demand Variation at Spring St Garage

The same comparisons were made between the Saturday, December 3rd observations at Elm St and Spring St using annual Saturday data at each location. Figure 49 shows that the Elm St garage sample on December 3rd fits in near the 85th percentile of Saturday parking demand in the past year at that location. In Figure 50, however, we see that the December 3rd data at the Spring St garage is very close to the 50th percentile Saturday demand at that location. The observation day did not include an arena event and this is likely the reason for the observed demand at that location placing close to the median. The highest demand on Saturdays at Spring St appears to correspond with arena events during the year.

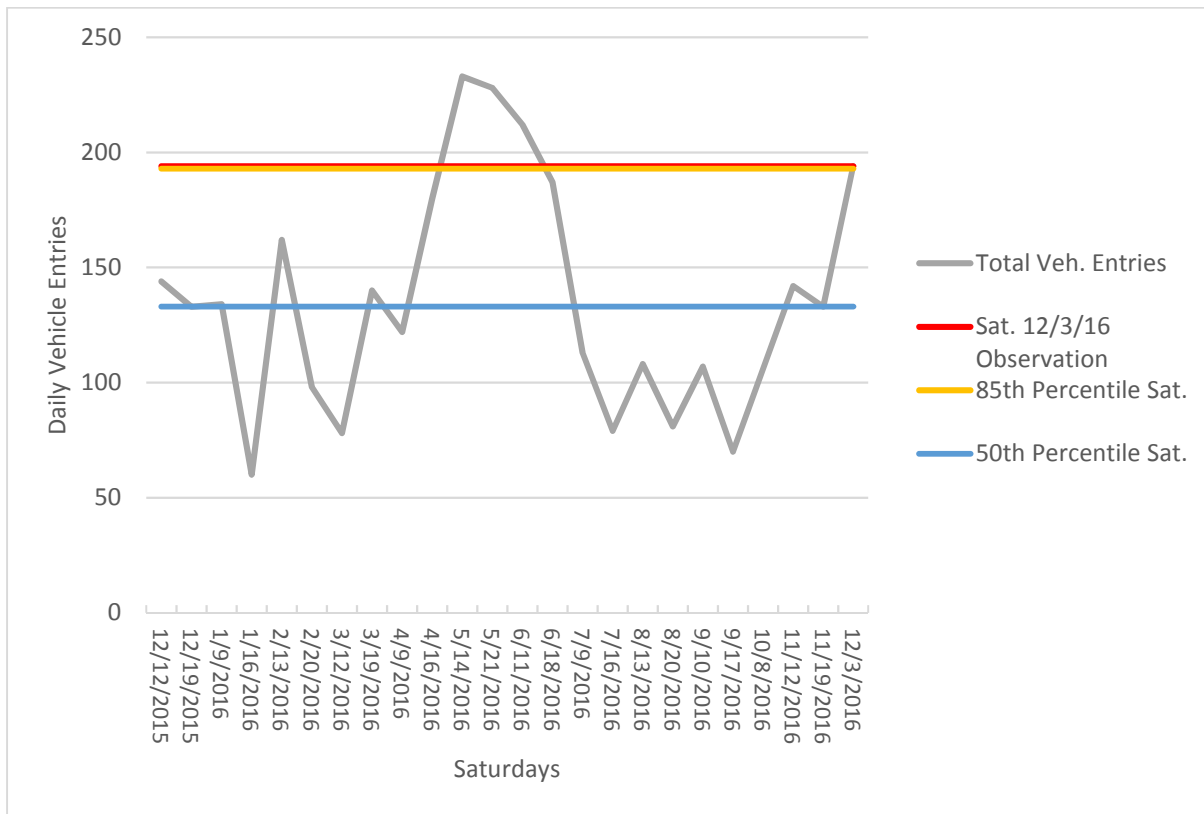


Figure 49: Recent Saturday Demand Variation at Elm St Garage

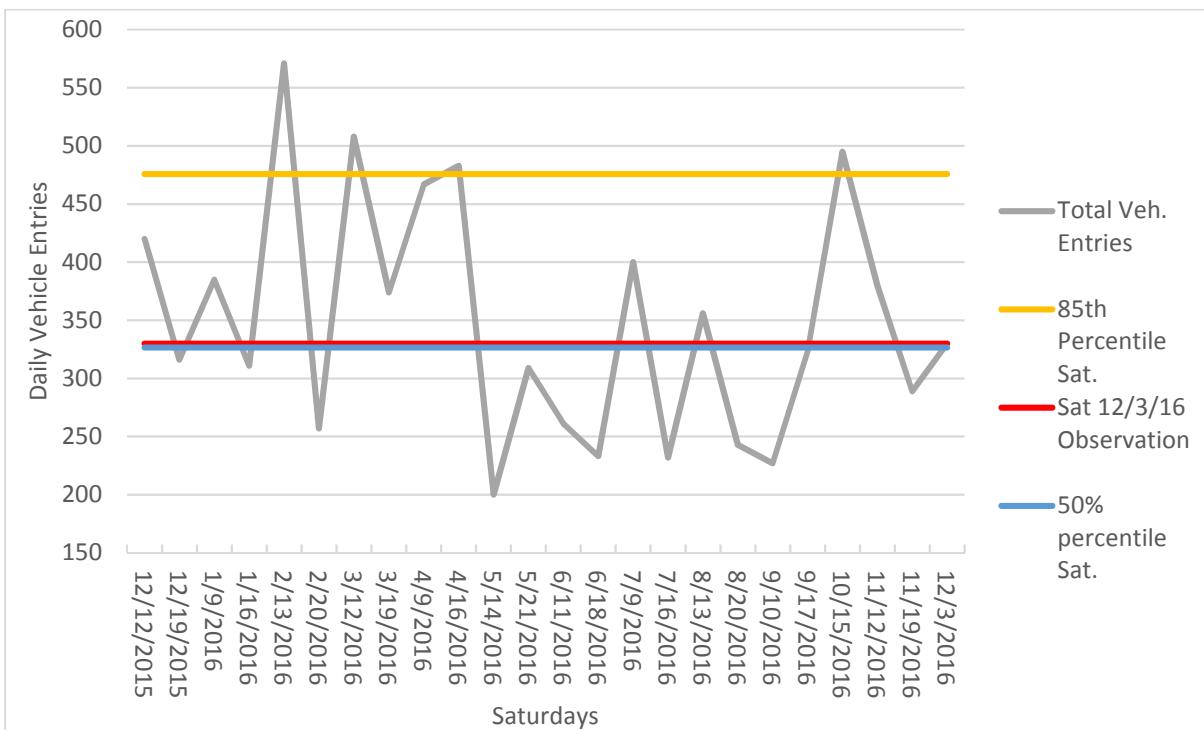


Figure 50: Recent Saturday Demand Variation at Spring St Garage

Based on the annual trends at Spring St and Elm St, we conclude that the December sample days were very likely a good representation of average to higher than average recurring regional parking demand in the study area based on the location of these garages.

It is interesting to note that both Elm St and Spring St garages appear to show lower demand for parking during July and August, when a higher percentage of office workers and educators would be expected to be on vacation. It does not appear that Elm St and Spring St attract a high volume of tourism parking during the summer. We were unable to investigate the annual trends at other privately-operated garages because operators typically do not share annual data. Further data collection in the summer season would be useful to determine whether other garages and lots see a downturn in recurring employee parking during the summer and also to find out which facilities are attracting peak season visitor parking demand.

G.2 Seasonal Variation in Island Resident and Island Visitor Parking

In this section, an estimate of additional peak season parking demand in the study area associated with island ferry passenger activity is made using passenger data from Casco Bay Lines, employment data, and assumed automobile mode shares.

The City of Portland's Waterfront is home to the Casco Bay Lines Ferry Terminal, which serves as a vital transportation hub for residents of and visitors to several islands in Casco Bay including Peaks Island, Little Diamond Island, Great Diamond Island, Cliff Island, and Long Island. The parking garage located at the ferry terminal is known to house the vehicles of many island residents and a waitlist estimated at several years long exists for the opportunity to purchase monthly parking there. Island residents with a residential sticker from the City may also park in designated non-metered (but time limited) zones located on the Eastern Waterfront for days at a time, although finding an on-street space has become more difficult for islanders as development has occurred on the Eastern Waterfront. Additionally, island residents and visitors to the islands may purchase parking at other structured and surface lot facilities in the study area, if and when available.

For context, according to 2015 American Community Survey estimates, the island communities served by the Casco Bay Transit District have a year-round resident population of 1,258 people living in 589 year-round occupied households. Year-round island residents own 744 vehicles in total. The number of year-round island households owning at least one vehicle was 400. During the peak Summer season, the number of occupied households increases to 1,803. The ACS does not estimate seasonal population or seasonal vehicle ownership.

Available data describing travel to and from the islands consists of Casco Bay Lines ferry passenger monthly totals, on-board vehicle transport monthly totals, and worker flow data between the mainland and the islands for primary job holders. Ferry passenger volume variation is highly seasonal, the summer season is much higher than the rest of the year. Figure 51 shows the trend of average daily passenger and on-board vehicle volumes by month for the most recent year available.

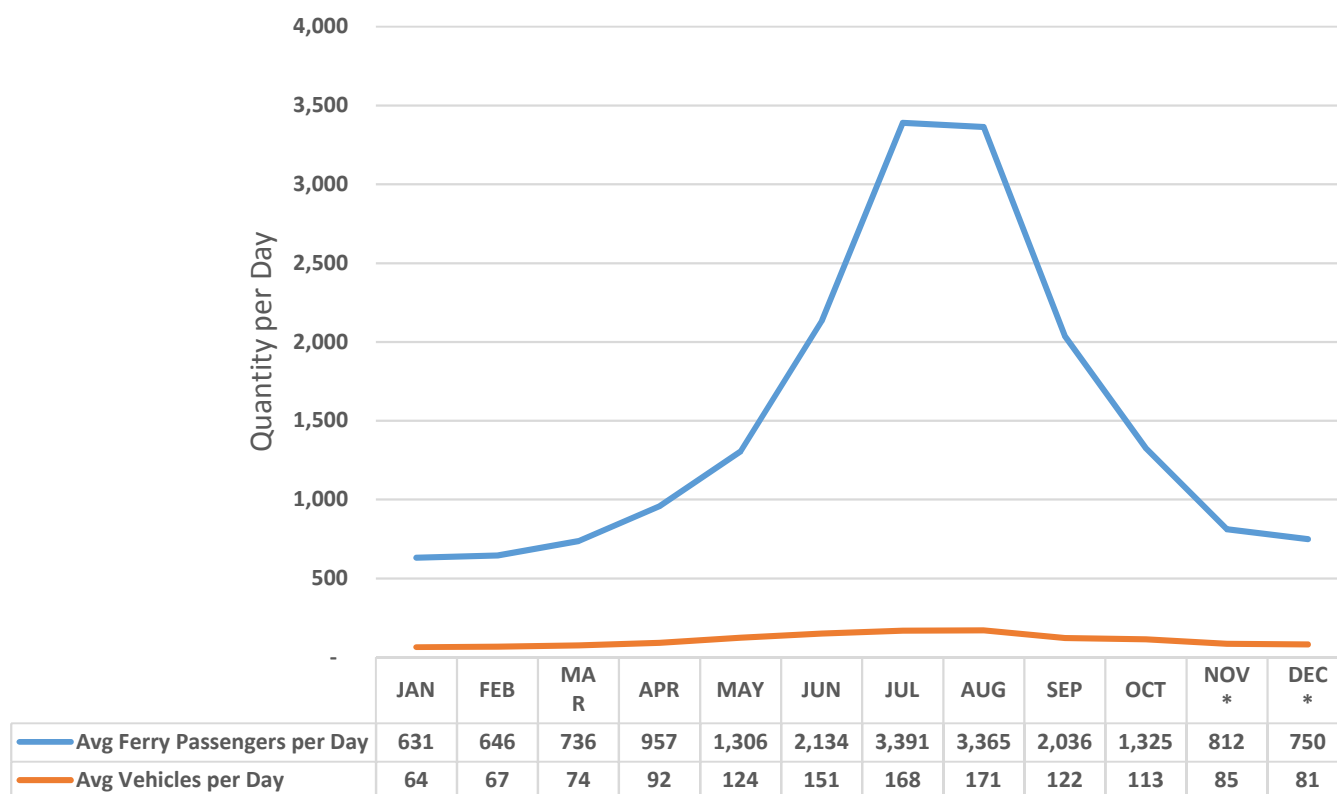


Figure 51: Average Daily Ferry Passenger and Vehicle Volumes by Month

Source: Casco Bay Lines, 2016 monthly passenger and vehicle data. *November and December data are from 2015 as 2016 data for those months was not yet available at the time of the data request.

According to Longitudinal Employer-Household Dynamics (LEHD) data from 2014, the most recent year available, the number of workers who live on an island served by a Casco Bay Lines Ferry and hold a primary job on the mainland is approximately 550. Additionally, the number of workers who live on the mainland but hold a primary job on one of the islands totals approximately 100.

Subtracting the expected number of commuting workers to and from the islands from the average daily passenger totals for a given month leaves a remainder of passengers that consists of visitors, full-time island residents making non-work trips, and seasonal island residents (depending on the month). Table 28 shows the difference between August and December passengers after subtracting out the expected number of recurring work commute trips.

Table 28: Peak Season Ferry Passenger Difference

CBL Ferry Passengers	Dec	Aug	Difference (Aug-Dec)
Avg. Round Trip Passengers/Day	750	3,365	
Island Resident Workers who Commute Daily to Work on the Mainland (Primary Jobs)	-550	-550	
Mainland Residents Workers who Commute Daily to the Islands (Primary Jobs)	-100	-100	

Remaining Round Trip Passengers to/from the Islands per Day	=100	=2,715	2,615
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Sources: Casco Bay Lines, 2016 monthly passenger and vehicle data; 2014 LEHD data, U.S. Census Bureau

To estimate the vehicle parking demand on the mainland associated with the August and December ferry passenger demand, some assumptions need to be made about how workers and non-workers travel to and from the ferry terminal. The following assumptions are made in the absence of more specific data on travel behavior to and from the islands particularly for non-work trips:

- Of the approximately 550 island resident workers who commute to the mainland, employment data shows that approximately 100 of these workers work in the Downtown/Old Port. It is assumed that these commuters by and large do not drive between the ferry terminal and their work destination.
- For the remaining 450 island resident workers, a drive mode share equivalent to the City of Portland's for work trips is assumed for travel between the ferry terminal and their work destination. The City's rate in 2015 was 73 percent drive alone, and about 9 percent carpool consisting of parties between 2 to 4 people.¹³
- For the approximately 100 workers who commute from the mainland to the islands, the City of Portland's drive alone and carpool to work mode shares are also assumed.
- For all other passengers including visitor trips, year-round island resident non-work trips, and seasonal island resident trips, it is assumed that average travel party size is 2.5, which was the average travel party size for day visitor parties to the Portland region in 2015¹⁴. A drive mode share of 82 percent is assumed based on the total automobile mode share of work travel in the City of Portland in 2015 in lieu of more specific data.

Applying the stated assumptions, an estimate for parking demand in the study area arising from ferry passenger activity is presented in Table 29. The average daily number of vehicles transported round trip on-board the ferry is subtracted from the estimated parking demand since those vehicles traveled with the passengers rather than remaining parked in the study area.

Table 29: Estimate of Peak Season Differential in Ferry Parking Demand

Vehicles	Dec	Aug	Difference (Aug-Dec)
Parking Demand Estimate for Island Resident Workers Who Commute by Car from the Ferry Terminal (Primary Jobs)	350	350	
Parking Demand Estimate for Mainland Residents who Commute by Car to the Islands	80	80	
Parking Demand Estimate for Remaining Passengers to/from the Islands	30	890	
Total Estimated Vehicles	460	1,320	
Average Ferry Transported Vehicles per Day	- 81	-171	
Estimate of Average Daily Ferry Parking Demand in the Study Area	=379	=1,149	770

¹³ 2015 American Community Survey 5-year estimate. Work travel mode share for the City of Portland adjusted for commuting workers only (those who did not work from home).

¹⁴ Maine Office of Tourism Visitor Tracking Research 2015 Calendar Year Annual Report: Regional Insights Greater Portland & Casco Bay. April 2016.pg 29.

The net additional 770 vehicles are added to the observed demand from December as a seasonal adjustment to the peak season for increased ferry parking demand. Because the passenger data from Casco Bay Lines does not give weekday vs. weekend variation in passenger demand, the average of 770 additional vehicles are added to both weekday and Saturday peak season estimates.

In addition to the Casco Bay Lines, the Eastern Waterfront hosts the international ferry to Nova Scotia that operates May through October. Based on average daily passenger data from 2014-2016, an average daily walk-on passenger total is 25. It is estimated that parking demand related to the walk-on passengers is 10 vehicles, raising the peak adjustment for combined ferry parking demand to 780 vehicles.

It is assumed that the impact of the additional 780 parked vehicles in the peak season would be allocated to the subarea zone of the Ferry Terminal, Subarea Zone 6, and then to the Eastern Waterfront, Subarea Zone 7, following that to Subarea Zones 4 in the Old Port and Subarea Zone 5 on the Central Waterfront, which are adjacent to Subarea Zone 6.

It is clear that added parking demand of approximately 780 vehicles from the increase in seasonal ferry ridership alone could consume most of the off-street December observed vacant parking spaces shown in Figure 45 for the following zones: Subarea Zone 6 (200-225 spaces), Subarea Zone 7 (400-425 spaces), Subarea Zone 4 (125-150 spaces), and Subarea Zone 5 (125-150 spaces) which collectively had about 850-950 vacant off-street spaces at 12pm on a December weekday.

G.3 Summer Day Visitor Parking Demand Adjustment

A seasonal adjustment is estimated to account for the additional day visitor parking demand in the study area expected during the peak summer season. Detailed survey data commissioned by the Maine Office of Tourism are used to create the estimate. In the surveys, a day visitor to the Portland/Casco Bay region is defined as a traveler who originated within the state of Maine or from up to 100 miles from Maine's borders and traveled more than 50 miles from home to reach their destination. Day visitor trip purposes included leisure, visit friend/relative, and business. The average weekday and weekend day visitor parking demand to the study area is estimated for both the winter and summer seasons for the purpose of understanding the difference. The percentage of day visitors who reported visiting Peaks Island (7 percent) was subtracted from the adjustment so as not to overlap with the seasonal ferry passenger demand adjustment.

Several assumptions were made where specific data was not available. The automobile share of day visitor parties to the study area is estimated to be 93 percent. The automobile mode share of overnight visitors was between 81-93percent¹⁵. It is assumed that day visitors would have less time to travel by train or airplane, and therefore would be likely to drive at a rate closer to the high estimate for overnight visitors.

It is assumed that the volume of day visitors is on average 15 percent greater on weekend days as compared to weekdays. This is in keeping with tourism markets where leisure travel is dominant. Table 30 summarizes the derivation of estimated day visitor parking demand to the study area for the winter and summer seasons. The result is an estimated additional 1,710 vehicles on a peak season weekday and an additional 1,960 vehicles on a peak season Saturday.

¹⁵ Maine Office of Tourism Visitor Tracking Research 2015 Calendar Year Annual Report. Prepared by DPA for the Maine Office of Tourism. March 2016. Pg. 34.

Table 30: Estimation of Seasonal Day Visitor Adjustment Factors to the Study Area

	Winter	Summer	Difference (Summer-Winter)	Variable/Equation
Months	Dec.-April	May-August		
Number of days in 2015/2016	151	123		A
Number of weekdays	105	86		B
Number of weekend days	46	37		C
Estimated total seasonal day visitation in Maine ^{16,17}	2,609,957	15,468,062	12,858,105	D
Day visitor primary destination was greater Portland/Casco Bay Region ^{14,15}	14%	11%		E
Share of day visitors to the greater Portland/Casco Bay region that visited the study area not including visitors to Peaks Island ¹⁸	42%	42%		F
Average day visitor travel party size ¹⁹	2.5	2.5		G
Automobile mode share of day visitors, assumed	93%	93%		H
Estimated seasonal day visitors to the study area	153,465	714,624	561,159	(D*E*F)
Daily average day visitors to the study area	1,016	5,810	4,794	(D*E*F)/A
Daily average day visitor parking demand to the study area	378	2,161	1,783	(D*E*F*H)/(A*G)
Weekday average day visitors to the study area (assume weekdays are 15% lower than weekend days)	972	5,559	4,587	(D*E*F)/(B+1.15*C)
Weekend average day visitors the study area (assume weekend days are 15% higher than weekdays)	1,118	6,393	5,275	1.15*(D*E*F)/(B+1.15*C)
Estimated weekday average day visitor parking demand in the study area	362	2,068	1,710	((D*E*F)/(B+1.15*C))*H/G
Estimated weekend average day visitor parking demand in the study area	416	2,378	1,960	1.15*((D*E*F)/(B+1.15*C))*H/G

¹⁶ Maine Office of Tourism Visitor Tracking Research Summer 2016 Seasonal Topline. Prepared by DPA for the Maine Office of Tourism. October 2016. pgs. 19,25.

¹⁷ Maine Office of Tourism Visitor Tracking Research Winter 2016 Seasonal Topline. Prepared by DPA for the Maine Office of Tourism. June 2016. pgs. 19,25.

¹⁸ Maine Office of Tourism Visitor Tracking Research 2015 Calendar Year Annual Report: Regional Insights Greater Portland & Casco Bay. April 2016. Pgs. 42. (Sum of day visitors who reported visiting either the Waterfront (27%), the Museum of Art (10%), or the State Theater (5%).

¹⁹ Maine Office of Tourism Visitor Tracking Research 2015 Calendar Year Annual Report: Regional Insights Greater Portland & Casco Bay. Prepared by DPA for the Maine Office of Tourism. April 2016. Pg. 29.

G.4 Summer Overnight Visitor Parking Demand

In this section, a seasonal adjustment is estimated to account for the additional overnight visitor parking demand in the study area expected during the peak summer season. The methodology uses a combination of published hotel occupancy rates in Portland for 2016, seasonal variation in statewide hotel occupancy rates, and Institute of Transportation Engineers (ITE) parking generation factors for urban hotels. The percent of overnight visitors (7 percent) who reported visiting Peaks Island in a survey commissioned by the Maine Office of Tourism²⁰ was subtracted because they are already captured in the seasonal ferry passenger parking demand adjustment.

Table 31 summarizes the derivation of the peak season overnight visitor parking demand adjustment. The result is an additional 260 vehicles on a peak season weekday and 400 vehicles on a peak season Saturday.

²⁰ Maine Office of Tourism Visitor Tracking Research 2015 Calendar Year Annual Report. Prepared by DPA for the Maine Office of Tourism. March 2016. Pg. 23.

Table 31: Estimation of Seasonal Overnight Visitor Adjustment Factors to the Study Area

Description	Result	Formula
Maine hotel occupancy annual rate 2015 ²¹	57%	A
Maine hotel occupancy winter rate ²²	42%	B
Maine hotel occupancy summer rate ¹⁹	78%	C
Portland hotel occupancy annual rate 2015 ¹⁸	70%	D
Estimated Portland hotel occupancy Winter rate	55%	D-(A-B)
Estimated Portland hotel occupancy Summer rate	91%	D+(C-A)
Number of days in Dec. 2015-April 2016	151	E
Number of weekdays Dec. 2015-April 2016	105	F
Number of weekend days Dec. 2015-April 2016	46	G
Estimated winter weekday hotel occupancy in Portland (assuming weekdays are 10% lower)	54%	(55%)/((F+1.1*G)/E)
Estimated winter weekend hotel occupancy in Portland (assuming weekend days are 10% higher)	59%	1.1*(54%)
Number of days May-August 2016	123	H
Number of weekdays May-August 2016	86	I
Number of weekend days May-August 2016	37	J
Estimated summer weekday hotel occupancy in Portland (assuming weekdays are 10% lower)	89%	(91%)/((I+1.1*J)/H)
Estimated summer weekend hotel occupancy in Portland (assuming weekend days are 10% higher)	97%	1.1*(89%)
Hotel Rooms in the study area	1,393	K
Winter hotel weekday parking generation ²³	478	K*54%*0.64
Winter hotel Saturday parking generation ²⁰	740	K*59%*0.9
Summer hotel weekday parking generation (-7% for Peaks Island Visitors) ²⁰	735	(K*89%*0.64)-7%
Summer hotel Saturday parking generation (-7% for Peaks Island Visitors) ²⁰	1,137	(K*97%*0.9)-7%
Adjustment factor for weekday overnight visitor parking	260	Wkdy summer-winter
Adjustment factor for weekend day overnight visitor parking	400	Wkend summer-winter

²¹ Maine Lodging Outlook 2016. Prepared for MEREDA by Pinnacle Advisory Group.

²² 2015 Maine Lodging Study. June 2015. Prepared by DPA for The Maine Office of Tourism. Pgs. 16.

²³ ITE Parking Generation 4th Edition. 2010. Institute of Transportation Engineers. 0.64 vehicles/occupied room for weekdays and 0.9 vehicles/occupied room for weekends.

G.5 Adjusted Seasonal Demand

Combining the demand curves from the observed December sample in Section E with the estimated adjustments for peak season ferry travel, peak season day visitors, and peak season overnight visitors, a new adjusted estimate of peak season weekday parking demand is produced as shown in Figure 52. The peak season adjustments result in a parking demand that is higher than effective capacity between 12pm and 2pm on weekdays. Peak vehicle demand is estimated as approximately 14,300 vehicles, which is approx. 320 vehicles more than the effective capacity.

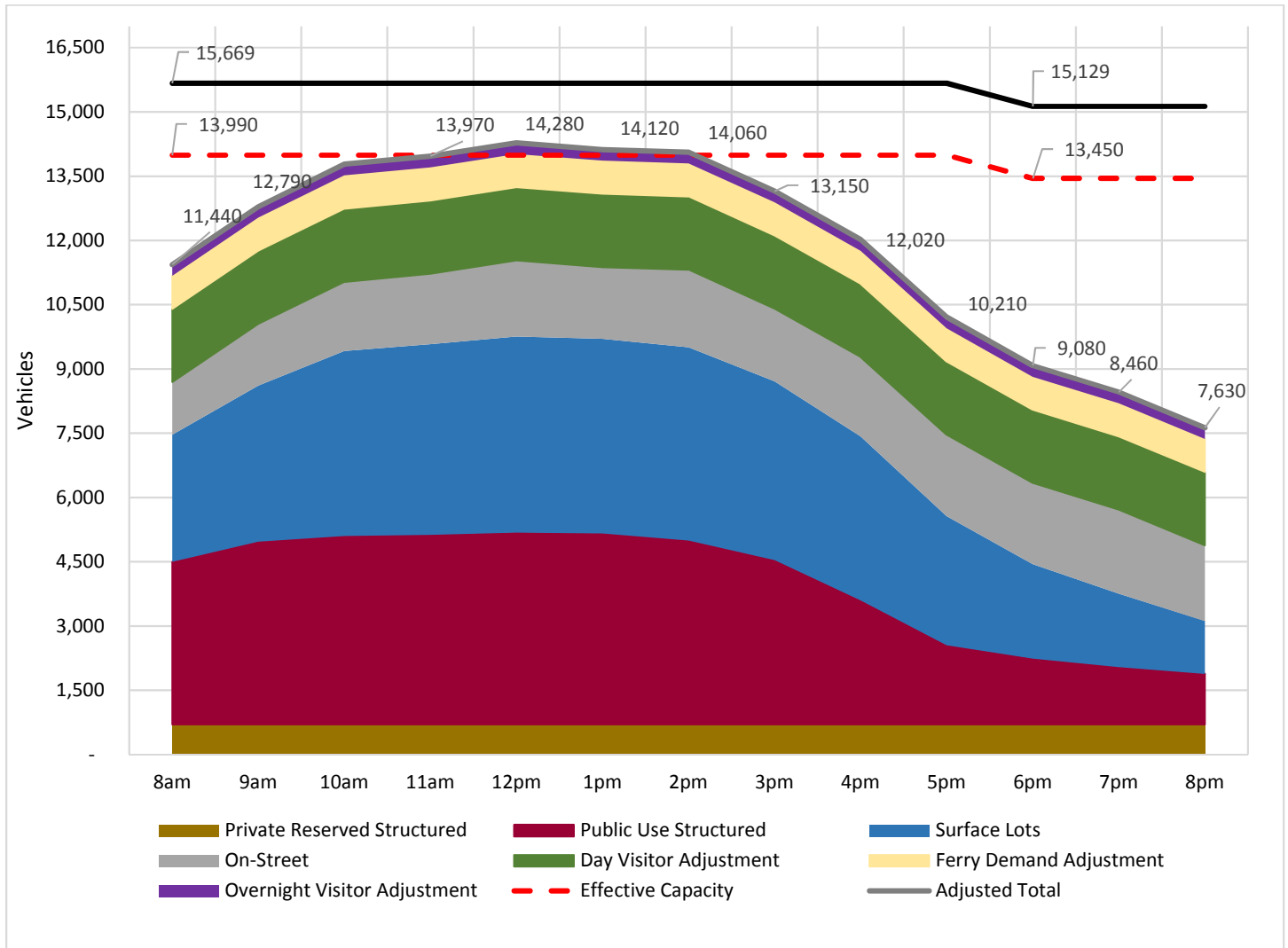


Figure 52: Weekday Observed Demand with Additional Summer Visitor Demand

Figure 53 shows the Saturday observed parking demand with added peak season adjustments. The peak occurs at 2pm with approx. 9,320 vehicles parked, about 4,300 vehicles below Saturday effective capacity.

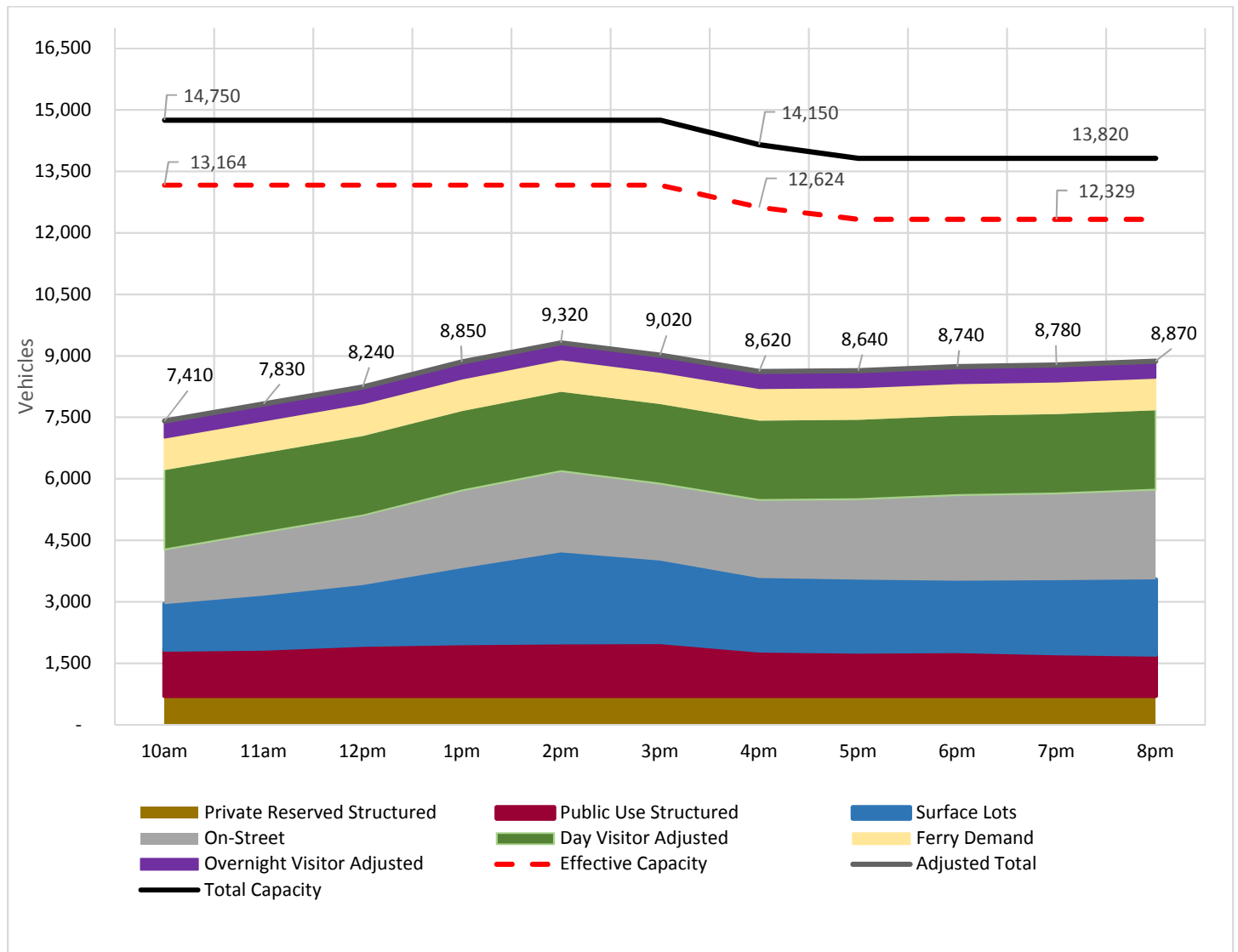


Figure 53: Weekend Observed Demand with Additional Summer Visitor Demand

H. Land Use-Based Analysis of Parking Demand

A second method to estimate parking demand in the study area is theoretical parking demand based on existing land use development with engineering industry standard parking generation factors. Land use-based parking demand analysis estimates how much parking a development will generate based on factors derived from averaged historical observed parking data found in studies of similar land uses. A commonly used source of parking generation factors is the Institute of Transportation Engineers (ITE) Parking Generation, 4th Edition. Although still the engineering standard for estimating the parking demand of new development when no applicable local parking case studies exist, the methodology has been called into question for reliance for too few or out of date samples used to calculate the factors, and overly conservative results leading to overdesigned parking.²⁴ The methodology also results in only a single answer for a parking supply, usually enough parking to satisfy a chosen peak.

To improve upon the results of land use-based parking analysis, the Urban Land Institute (ULI) Shared Parking 2nd Ed. Methodology can be used together with ITE factors to distribute parking demand by time of day based on the type of land use. Shared parking factors are also based on averaged observed land use specific parking studies. The ULI Shared Parking methodology allows for the estimation of how adjacent or nearby land uses may or may not be able to use the same parking supply in a complimentary way based on a distributed parking demand curve for each land use.

The steps taken to create a land-used based estimate for the Portland study area were:

- Commercial building use data by floor were obtained from the City's Tax Assessor office at the parcel level.
- Additional data on residential parcels were obtained from the City's GIS department.
- Vacancy rates of 7 percent for office, 1 percent for residential, and 2 percent for retail/restaurant were applied after consultation with the City Planning Department.
- The hotel occupancy level in the study area was set at 70 percent based on the 2015 average annual hotel occupancy for Portland²⁵
- Assumptions had to be made about the percentage of internal capture trips in the study area for each land use. Internal capture is the expected share of trips that are attracted to a land use while the customer's vehicle is already parked for another purpose. An example occurs when an office worker goes to lunch on foot while their vehicle is parked at their office and the lunch trip does not extend the time the vehicle would already have been parked. Internal capture trips increase with dense mixed-use development, much like the study area. Low rates of internal capture of 10 percent or less were assumed except for restaurants in the study area which were assumed to have a 50 percent internal capture rate.
- ITE Parking Generation rates were used to calculate a peak parking demand for each identified land use at the 50th and 85th annual percentile demand levels according to ITE. The 50th percentile is intended to represent an average day, while the 85th is regarded to be the highest peak that should be designed for while remaining economical.
- The results of the ITE Parking Generation calculations were next processed through a spreadsheet of land use specific ULI Shared Parking time-of-day factors and then a spreadsheet of internal capture rates.
- The resulting charts give a combined peak parking demand by time of day that also shows how the parking demand of individual land uses crest and fall during the day while consuming and yielding shared parking.

²⁴ Shoup, Donald C. (2003) Truth in Transportation Planning. *Journal of Transportation Statistics*. Vol. 6 No. 1 2003.

²⁵ Maine Lodging Outlook 2016. Prepared for MEREDA by Pinnacle Advisory Group.

Figure 54 is the shared parking curve for the ITE generated weekday 50th percentile demand of the study area. The results of the 50th percentile calculation had a peak at 2pm of 14,470 vehicles, 480 vehicles more than effective study area capacity at that time. Noticeably, the 50th percentile land-used based estimate is not far off from the peak adjusted observed estimate in the prior section which found an average peak season high of 14,300 vehicle at 12pm. This is indicative of the reputation of ITE Parking Generation factors as over predicting parking demand.

Another point made apparent from the land-use based parking demand calculations is that Downtown Portland appears that it would have difficulty hosting a mid-day event at Cross Insurance Arena during the summer on a weekday. The Arena parking demand was generated using the seating capacity as an input variable. Cross arena has a seating capacity of 6,733 and is predicted by ULI Shared Parking Factors to have a peak parking demand of 2,200 vehicles. An event using the full seating capacity of the Arena held mid-day during the peak season could push parking demand several hundred over the total capacity of the study area according the land-use based calculations. Evening and weekend events at the Arena, however, appear to be well accommodated for parking.

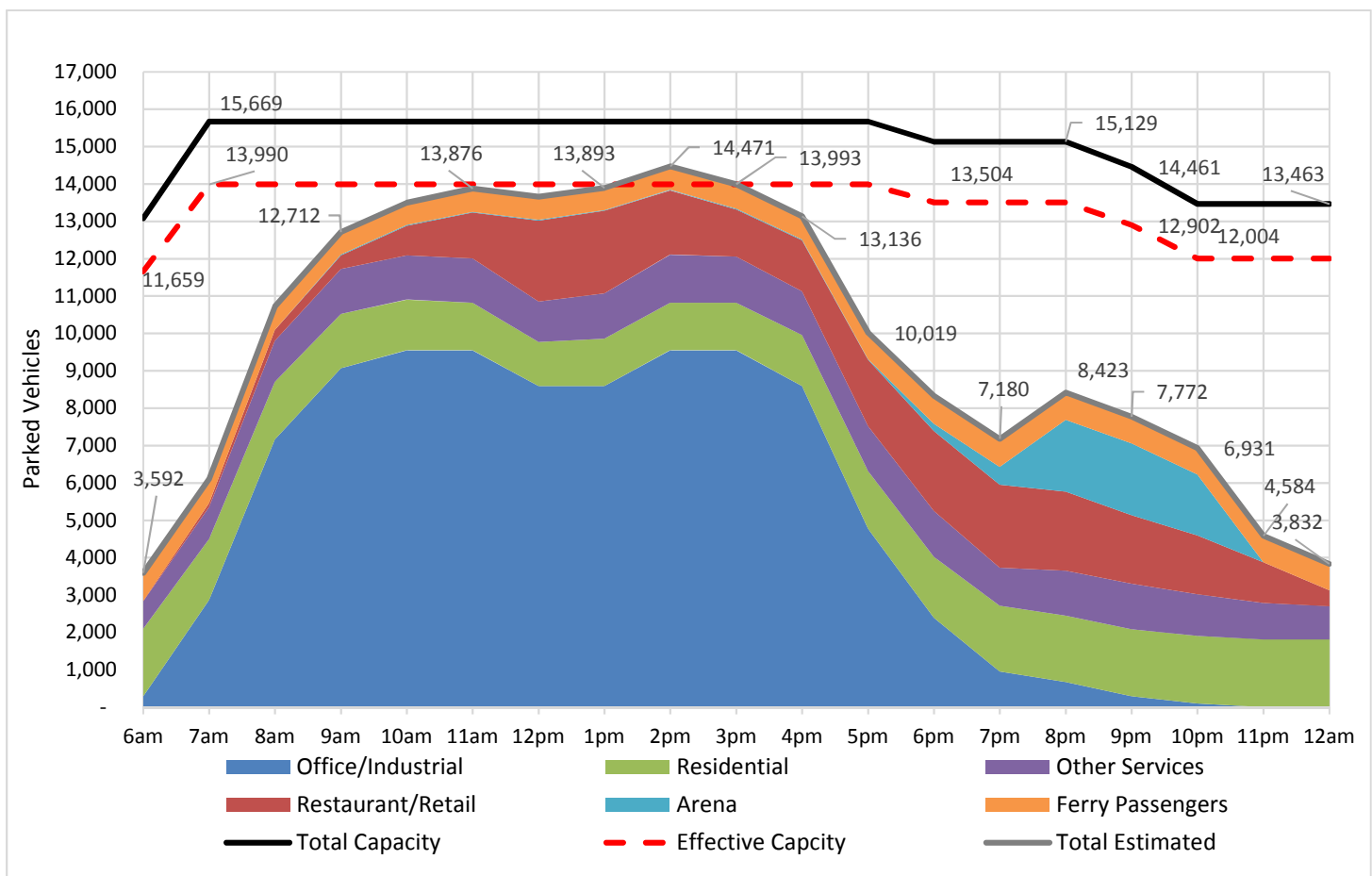


Figure 54: Weekday 50th Percentile Peak Demand Land-Use Calculated

Figure 55 has the resulting shared parking curve for the ITE generated Saturday 50th percentile demand showing a peak at 8pm of 10,350 vehicles assuming an arena event in the evening. Without an arena event, the peak occurred at 12pm with 9,390 vehicles. Again, what is meant to be an average annual Saturday using the ITE land-use based factors turned out very close to the observed occupancy with peak season adjustment which had a Saturday peak of 9,320 at 2pm.

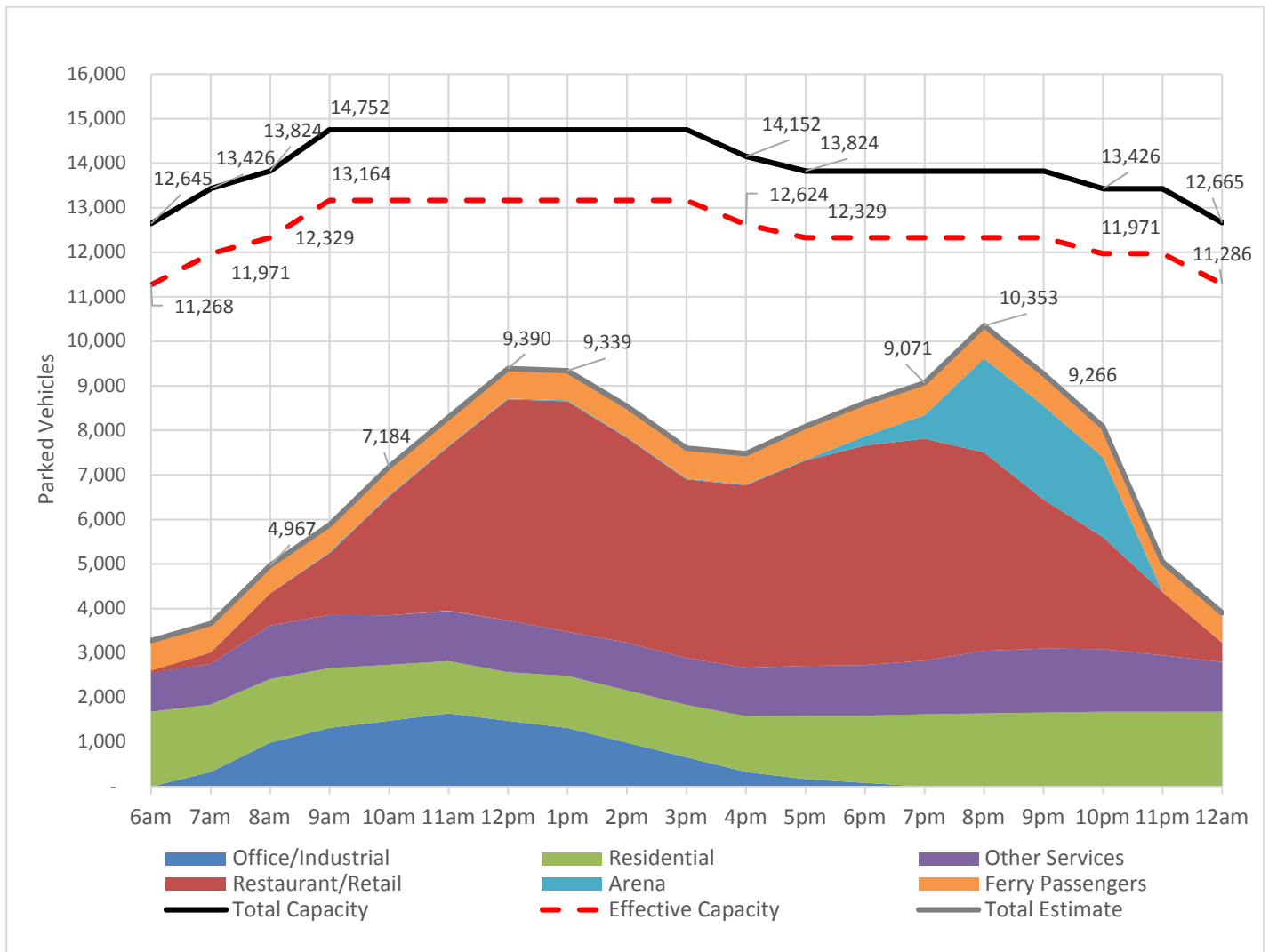


Figure 55: Saturday 50th Percentile Peak Demand Land-Use Calculated

When the weekday 85th percentile demand factors from ITE were applied to the study area land use, the results came out unreasonably high with a peak of 17,270 at 2pm, approximately 1,500 more than the total parking capacity of the study area. Such an occurrence would leave no open parking space in the study area and would also fill the public use spaces in the quarter mile buffer area. It is unlikely that this is a good representation of the peak season in the Portland study area and for this reason, the ITE 85th percentile demand factors are not applied further in this study. The 50th percentile ITE demand factors together with the ULI Shared Parking methodology appear to better approximate what was found to be a likely peak scenario based on the observed and adjusted results.

I. Existing Conditions Conclusion

In conclusion, Table 32 summarizes the following for the weekday existing conditions:

- 1) The results of the observed parking occupancy analysis performed in December, which was found to likely be a good representation of recurring parking demand but lacked peak season visitor and increased ferry passenger parking demand.
- 2) The observed parking occupancy analysis with calculated adjustments to account for additional peak summer season parking demand related to higher ferry passenger ridership and higher levels of overnight and day visitors.
- 3) The theoretical land-use based parking demand estimated using ITE Parking Generation (4th Ed.) factors together with ULI Shared Parking (2nd Ed) factors at the 50th percentile demand, which was found to be more realistic as an approximation of peak season demand for the study area compared to the results using 85th percentile factors.

Demand Estimation Method	Weekday Peak							
	Peak Hour	Full Capacity of Study Area at Peak	Effectively Full Occupancy Level	Peak Demand	Spaces Available Until Effectively Full	Reserve Spaces Remaining	Total Remaining Spaces	Parking Demand Reduction Needed
Observed Occupancy Dec. 2016	12pm	15,670	13,990	11,540	2,450	1,680	4,130	-
Observed Occupancy Dec. 2016 + Peak Season Adjustments	12pm	15,670	13,990	14,280	-290	1,390	1,390	290
ITE/ULI Land-Use Calculated Demand (50th percentile factors)	2pm	15,670	13,990	14,470	-480	1,200	1,200	480

Table 32: Weekday Existing Parking Demand Results Summary

While the observed parking occupancy in December was found to be 2,450 below effective capacity, after adjusting average daily parking demand for the peak season, we find that the study area is likely approximately 290 vehicles over effective parking capacity during the mid-day peak hour in the peak summer season. The land-use based calculation of parking demand using 50th percentile factors estimated that the study area is 480 vehicles over effective parking capacity. Travelers to the Study area do have access to an additional 1,300 off-street spaces with an effective capacity of 1,170 spaces within a quarter mile of the study area. However, this additional supply is shared with demand generated outside of the study area which was not calculated during this study.

It was found that a high-range estimate of monthly parking supply within the study area, 10,750, is below estimated employee monthly parking demand, 11,070. Additional monthly parking supply outside of the study area, such as parking structures north of Cumberland Ave, have some additional monthly parking shared with land-use outside of the study area and this additional supply appears to be needed to accommodate monthly employee parking demand in the study area. Given the tight market for monthly parking, it is likely that unrestricted parking on streets surrounding the study area are being used by employees of the study area.

It was found that during the peak summer season on a weekday, added parking demand related to higher ferry passenger ridership levels alone is of an order magnitude capable of consuming much of the peak period off-street

vacant parking observed during December in zones surrounding the Casco Bay Ferry Terminal. When day and overnight visitor parking demand is added to the weekday summer peak, a majority of whom visit the Old Port and Waterfront, the pattern of how the vacant space observed during December fills up would appear to emanate from the Ferry Terminal and Waterfront consuming vacant space gradually outward to Cumberland Ave.

On Saturday, it was found that off-street parking facilities were well below effective capacity. Table 33 summarizes the Saturday existing conditions case:

Saturday Peak								
Demand Estimation Method	Peak Hour	Full Capacity of Study Area at Peak	Effectively Full Occupancy Level	Peak Demand	Spaces Available Until Effectively Full	Reserve Spaces Remaining	Total Remaining Spaces	Parking Demand Reduction Needed
Observed Occupancy Dec. 2016	2pm	14,750	13,160	6,190	6,970	1,590	8,560	-
Observed Occupancy Dec. 2016 + Peak Season Adjustments	2pm	14,750	13,160	9,320	3,840	1,590	5,430	-
ITE/ULI Land-Use Calculated Demand (50th percentile factors)	12pm	14,750	13,160	9,390	3,770	1,590	5,360	-
ITE/ULI Land-Use Calculated Demand (50th percentile factors) with 8pm Arena Event	8pm	13,820	12,330	10,350	1,980	1,490	3,470	-

Table 33: Saturday Existing Parking Demand Results Summary

On-street parking during the weekday sample was found to be below 85 percent occupied overall in the study area except for during the evening at around 7pm. Individual streets varied however, and it was found that Commercial St was over capacity after 4pm, Exchange St was over capacity between 11am and 6pm, Middle St was over capacity between 11am and 3pm and then again at 7pm, and Casco St was over capacity after 6pm.

Saturday on-street parking was above 85 percent occupied overall in the study area for much of the day after 1pm which is likely giving the perception that there is little parking to be found when in fact, off-street parking is abundant on Saturday, though at a higher price. Commercial St was over capacity from 1pm on. Both Middle St and Exchange St were over capacity during all sampled hours except for 3pm. Spring St was over capacity after 6pm. Casco St was over capacity from 11am onward.

J. Projected Future Parking Supply and Demand

This chapter of the report projects future parking supply and demand considering ferry passenger growth, tourism trends to the Casco Bay Region, and three land use development scenarios that include new parking supply. Our methodology is outlined here:

- 1). First, using recent historic ferry passenger and ferry vehicle transport data, we determine a daily parking demand for ferry passengers 10 years into the future during the peak season.
- 2). Considering data from the Maine Office of Tourism, we determine if an additional growth factor for visitor parking demand is needed in addition to the projected parking demand from ferry passenger growth and new land use development.
- 3). Next a land use development analysis is carried out in the following steps:
 - a. A set of approved and likely development projects in the next 10 years were obtained from the City of Portland. Three build-out levels, 50%, 75%, and 100% build out, are calculated to create three development scenarios. The scenarios are compared with population growth estimates from Portland's Comprehensive Plan and state employment growth estimates.
 - b. The three development scenarios are then apportioned to the study area using the subarea zone geography convention from the existing conditions chapter.
 - c. A combination of ITE Parking Generation (4th Ed) and ULI Shared Parking (2nd Ed) methods are used to calculate a time distributed daily parking demand for each scenario based on land use development.
 - d. An accounting of the new development generated parking demand, newly built parking, and eliminated parking due to construction reveals whether the development scenarios are projected to be parking demand neutral, create a net new parking supply surplus, or create a future parking supply deficit.

J.1 Projected Ferry Passenger Parking Demand

Casco Bay Lines Ferry passenger ridership between the City of Portland Waterfront and the Casco Bay Islands has grown in recent years by 12.5% between 2012 and 2016. A 10-year growth projection of ferry passenger parking demand is calculated here continuing the recent 5-year growth trend. Table 34 shows the compound annual growth rates (CAGRs) for annual passenger and vehicle volumes between 2012 and 2016.

Table 34: Casco Bay Lines Passenger Growth 2012-2016

Round-Trip Passengers	2012	2013	2014	2015	2016	Total % Growth 2012-2016	Compounded Annual Growth Rate
Annual Total	491,624	492,740	492,222	547,188	552,868	12.5%	2.4%
Round-Trip Transported Vehicles	2012	2013	2014	2015	2016	Total % Growth 2012-2016	Compounded Annual Growth Rate
Annual Total	15,413	12,978*	16,068	17,168	19,998	29.7%	5.3%

* In 2012 the car ferry was dry docked and service was subcontracted

The passenger and vehicle growth rates were then used to project peak daily passenger and vehicle totals in 2027 as shown in Table 35. To convert ferry passenger and transported vehicle volumes to projected parking demand, the same set of assumptions that were made as in Section G.2 of the existing conditions chapter were applied. Those assumptions were:

- Employment data shows that approximately 18% of the island resident workers who commute to the mainland work in the Downtown/Old Port. It is assumed that these commuters by and large do not drive between the ferry terminal and their work destination.
- For the remaining island resident workers, a drive mode share equivalent to the City of Portland's for work trips is assumed for travel between the ferry terminal and their work destination. The City's rate in 2015 was 73% drive alone, and about 9% carpool consisting of parties between 2 to 4 people.²⁶
- The City of Portland's drive alone and carpool to work mode shares are also assumed for the workers who commute from the mainland to the islands,
- For all other passengers including visitor trips, year-round island resident non-work trips, and seasonal island resident trips, it is assumed that average travel party size is 2.5, which was the average travel party size for day visitor parties to the Portland region in 2015²⁷. A drive mode share of 82% is assumed based on the total automobile mode share of work travel in the City of Portland in 2015 in lieu of more specific data.

Included in the future projection is an assumed rate of growth of the number of work commuters traveling to and from the islands. Commuter populations were increased by 8 percent in keeping with the Portland Comprehensive Plan goal of 8 percent population growth in 10 years. The result was a projection of an additional peak season daily parking demand of 230 vehicles for ferry passengers using Casco Bay Lines as shown in Table 35. The ferry parking projection will be added to both weekends and weekdays.

²⁶ 2015 American Community Survey 5-year estimate. Work travel mode share for the City of Portland.

²⁷ Maine Office of Tourism Visitor Tracking Research 2015 Calendar Year Annual Report: Regional Insights Greater Portland & Casco Bay. April 2016.pg 29.

Table 35: Projected Additional Ferry Parking Demand in 2027

Passengers	Aug-16	Projected Aug 2027	Difference (2027-2016)
Avg Round Trip Ferry Passengers/Day	3,365	4,472	
Year-round Island Resident Workers who Commute to Work on the Mainland (Primary Jobs)	550	594	
Year-Round Mainland Residents who Work on the Islands	100	108	
Remaining Passengers to/from the Islands	2,715	3,770	1,056
Vehicles	Aug-16	Projected Aug 2027	Difference (2027-2016)
Parking Demand Estimate for Island Resident Workers Who Commute by Car from the Ferry Terminal (Primary Jobs)	350	380	
Parking Demand Estimate for Mainland Residents who Commute by Car to the Islands	80	80	
Parking Demand Estimate for Remaining Passengers to/from the Islands	890	1,240	
Total Estimated Vehicles	1,320	1,700	
Average Ferry Transported Vehicles per Day	-171	-318	
Estimate of Ferry Parking Demand in the Study Area	=1,149	= 1,382	230

Forecasts of passenger demand for international ferry service to Nova Scotia were unavailable. Based on average daily passenger data from 2014-2016, an average daily walk-on passenger total of 25 will be held constant for the future weekday and weekend projections. It is estimated that parking demand related to the walk-on passengers is 10 vehicles.

The results project a total ferry passenger parking demand of 240 additional vehicles in 2027. Ferry parking demand peaks in the evening and during the early morning hours before 7am. During the day, parking demand dips slightly as island residents make trips using their vehicles and visitors return to their vehicles. The time of day demand distribution from the Casco Bay Parking Garage is used as an approximation for the time of day distribution for ferry parking demand.

J.2 Tourism Considerations

The Maine Office of Tourism does not forecast visitor levels, although it does set future goals for increased visitation, such as first-time visitation and business visitation. Recent data on 2016 from the office of tourism showed another strong year for increased visitors in Maine. Between 2012 and 2016, visitation grew by from 28 million visitors to 35.8 million visitors, which was a 28% percent increase overall and a compound annual growth rate of 5%. However, visitation to the Greater Portland Casco Bay Region is not necessarily growing at the same rate as the state Maine

because a lower percentage of visitors reported making the Portland region their primary destination in 2016 as compared to 2012^{28 29 30}.

Our future estimate of overnight visitor parking demand to the study area is based on the growth in hotel rooms in each development scenario. An occupancy rate of 70%, the annual average from 2016, is applied into the future scenarios.

Similar to the existing conditions land use-based parking analysis, the future parking demand estimates are based on land-use generated parking demand using ITE Parking Generation (4th Ed) factors at the 50th percentile demand level together with ULI Shared Parking (2nd Ed). The 50th percentile demand level factors were found to be a better representation of Portland's existing conditions peak season than 85th percentile factors, which produced an unreasonably high peak too dissimilar from observed occupancy and calculated seasonal adjustment factors.

Land-use based parking generation does not delineate between resident and visitor parking demand, total demand is based on the quantity of land-use development. The peak demand from the parking generation factors is already an approximation of the high demand season, meaning additional demand from tourism does not need to be added unless it is believed that tourism is increasing beyond the rate suggested by new development. New retail, restaurant, and hotel development specified in the future projects have been sized in anticipation of tourism. Additionally, we are accounting for growth in ferry passenger ridership in the future demand estimates, based on passenger growth since 2012, which is a way of accounting for projected island tourism growth.

J.3 Land-Use Development Scenarios Parking Analysis

Information on a set of approved and potential future projects within a 10-year time frame was obtained from the City of Portland's Planning Department and the Economic Development Department. Figure 56 shows the approximate location of future projects within or very near the study area. The study area is shown divided into seven subarea zones as defined in the existing conditions chapter for the sake of discussion. The location of the projects suggests both a concentration of new parking demand in Subarea Zones 3 and 5, and a second concentration of new parking demand in Subarea Zone 7, the Eastern Waterfront, that will include new demand in the eastern edge of Subarea Zone 6 at the Maine State Pier.

²⁸ Maine Office of Tourism Visitor Tracking Research 2012 Calendar Year Annual Report. Prepared by DPA. Pgs. 52,77. Seventeen percent of annual day visitors reported making the Portland region their primary destination.

²⁹ Maine Office of Tourism Visitor Tracking Research Winter/Spring 2016 Seasonal Topline pgs24,25. Fourteen percent of winter and spring day visitors reported making the Portland region their primary destination.

³⁰ Maine Office of Tourism Visitor Tracking Research Summer 2016 Seasonal Topline pgs24,25. Eleven percent of day visitors reported making the Portland region their primary destination.

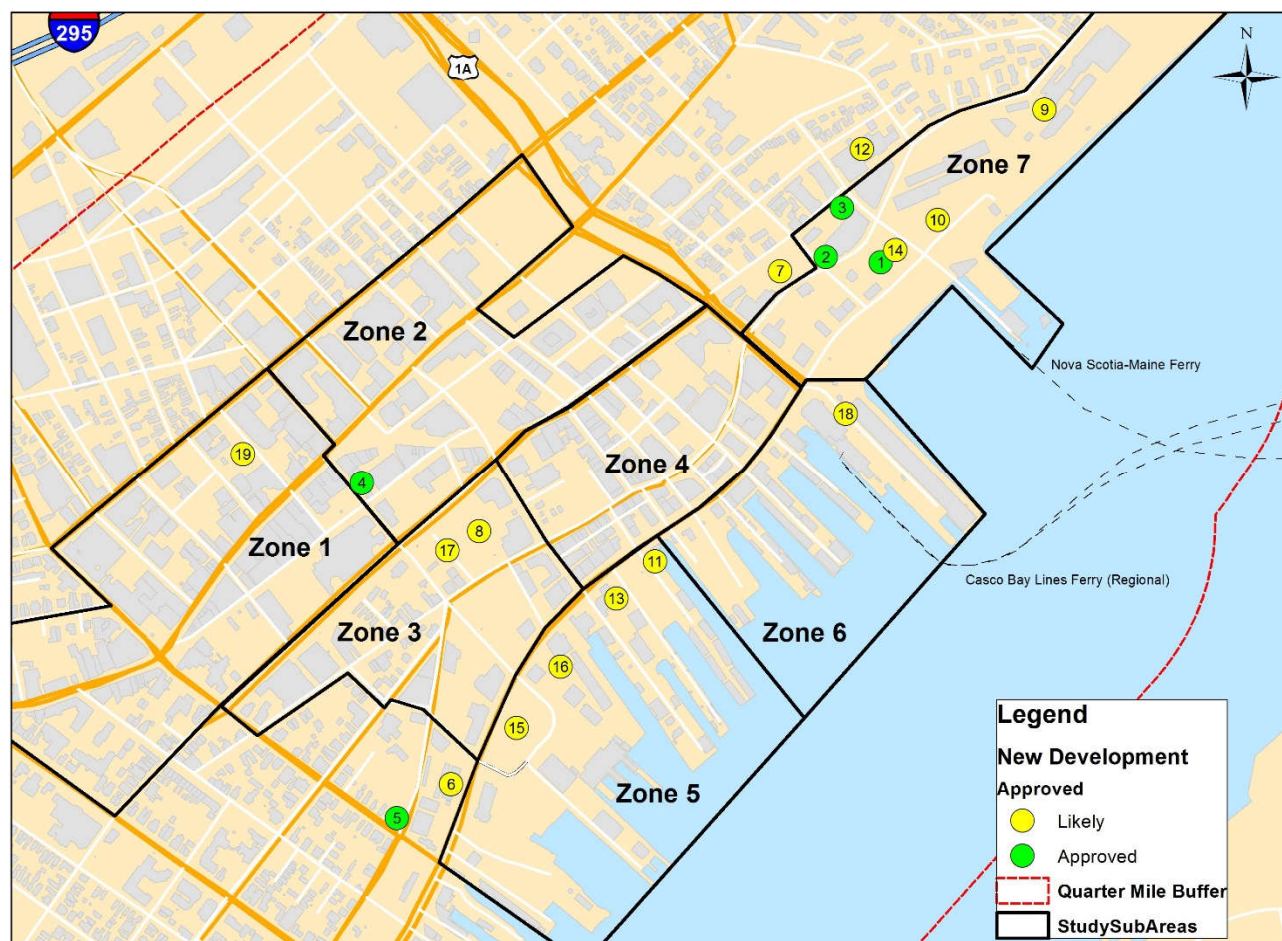


Figure 56: Future Development Projects: Approved and Likely

J.3.1 Approved but Unoccupied Land Use Developments

The developments in Table 36 are either under construction or now complete but were not occupied and therefore did not generate parking demand at the time of the parking occupancy surveys in December 2016. As a result of not having been included in the existing conditions analysis, they are included here in the future analysis.

Table 36: Approved Development Projects

Map No.	Project Description
1	158 Fore Street (AC Hotel) – 150 room hotel/4,000SF restaurant with 65 parking spaces in the Ocean Gateway Garage
2	33 India Street - 5,964SF retail/8 residential units with 44 parking spaces used in the Ocean Gateway Garage
3	8 Middle Street – 39,526SF Office/5,032SF Retail Units with 124 parking spaces used in the Ocean Gateway Garage
4	121 Center Street – 8,859SF expansion of Aura entertainment venue with 60 parking spaces used in nearby existing lots
5	101 York Street – 63 residential units/7,000SF restaurant/9,955SF retail with 211 parking spaces (95 existing surface parking spaces eliminated)

J.3.2 Assumed Future Land Use Developments Likely to Occur

Some of the developments anticipated in the next 10 years are expected to provide on-site parking, those developments are grouped in Table 37. Other developments plan to provide parking by using existing spaces in a nearby lot or garage, those developments are included in Table 38.

Table 37: Likely Developments with On-Site Parking

Map No.	Project Description
6	383 Commercial Street (former Rufus Deering site) – 22,691SF retail/275 residential units with 390 parking spaces
7	209 Fore Street (Next to Hampton Inn) – 136 hotel room with 97 parking spaces
8	3 Portland Square - 300,000SF office/30,000SF retail/35,000SF restaurant/84 residential units/145 room hotel with 1480 parking spaces (547 existing surface spaces eliminated)
9	58 Fore Street (Portland Company) – 123,917SF office/50,273SF retail/638 residential units/132 room hotel/3,800SF restaurant with 616 parking spaces
10	Thames Street Surface Lot – 80,000SF office with 450 parking spaces (100 existing spaces eliminated)
11	Fisherman's Wharf – 93 room hotel/30,405SF office/7,625SF retail/5,200SF restaurant with 501 parking spaces (261 existing surface parking spaces eliminated)
12	Shipyards Brewery Expansion – 3,382SF retail/103 residential units with 420 parking spaces
13	230 Commercial Street (Union and Widgery Wharf) – 18,000SF office/10,000SF mixed use with 179 parking spaces (208 existing surface parking spaces eliminated)
19	Brown St Garage- 257 space parking structure for the tenants of 511 Congress St. (67 existing surface spaces eliminated)

Table 38: Likely Developments without On-Site Parking

Map No.	Description
14	158 Fore Street –48,000SF office /21,000SF retail/48-unit residential building
15	Portland Fish Pier– 10,000SF marine use/20,000SF office (20 surface parking spaces eliminated)
16	Portland Fish Pier– 20,000SF office/10,000SF light manufacturing
17	Cotton Street – 10,000SF retail/10,000SF restaurant/20,000SF office/20,000SF residential (50 spaces eliminated)
18	40 Commercial Street (Maine State Pier) – 20,000SF office

J.3.3 Development Scenario Summaries

Aggregating all identified development projects by land use type, the full build out scenario is summarized in Table 39. The amount of new parking built is shown, as well as any parking eliminated from construction.

Table 39: Summary of Approved and 10-Year Likely Future Development: Full Build-Out

	Subarea Zone							Total
	1	2	3	4	5	6	7	
Full Build-Out								
Residential Units	-	-	104	-	338	-	813	1,255
Restaurant Sqft	-	-	45,000	-	12,200	-	7,800	65,000
Office Sqft	-	-	320,000	-	88,405	20,000	291,443	719,848
Retail Sqft	-	-	40,000	-	52,843	-	85,651	178,494
Hotel Rooms	-	-	145	-	93	-	418	656
Industrial Sqft	-	-	-	-	20,000	-	-	20,000
Other Sqft	-	8,859	-	-	-	-	-	8,859
	-	-	-	-	-	-	-	-
Newly Built Parking	257	-	1,480	-	1,281	-	1,583	4,601
Eliminated Parking	67	-	597	-	639	-	100	1,403
Net New Parking	190	-	883	-	642	-	1,483	3,198
Existing Parking Reserved	-	60	-	-	-	-	233	293

Two additional scenarios were created to view the results of what might happen if less development than anticipated were to occur. As a simplified way of doing this, the likely to occur but not previously approved projects listed in Table 37 and Table 38 were reduced in total size to create a scenario described as all approved development plus 75 percent of likely development, summarized in Table 40. Similarly, Table 41 summarizes the last scenario described as all approved development plus 50 percent of likely development.

Table 40: Summary of Approved Development Plus 75 Percent of Likely 10-Year Development

	Subarea Zone							Total
	1	2	3	4	5	6	7	
Approved+ 75%								
Residential Units	-	-	78	-	269	-	616	963
Restaurant Sqft	-	-	33,750	-	10,900	-	6,850	51,500
Office Sqft	-	-	240,000	-	66,304	15,000	218,582	539,886
Retail Sqft	-	-	30,000	-	42,121	-	66,987	139,108
Hotel Rooms	-	-	109	-	70	-	351	530
Industrial Sqft	-	-	-	-	15,000	-	-	15,000
Other Sqft	-	8,859	-	-	-	-	-	8,859
	-	-	-	-	-	-	-	-
Newly Built Parking	193	-	1,110	-	1,014	-	1,187	3,504
Removed Parking	50	-	448	-	503	-	75	1,076
Net New Parking	143	-	662	-	511	-	1,112	2,428
Existing Parking Reserved	-	60	-	-	-	-	233	293

Table 41: Summary of Approved Development Plus 50 Percent of Likely 10-Year Development

	Subarea Zone							Total
	1	2	3	4	5	6	7	
Approved+ 50% Potential								
Residential Units	-	-	52	-	201	-	419	671
Restaurant Sqft	-	-	22,500	-	9,600	-	5,900	38,000
Office Sqft	-	-	160,000	-	44,203	10,000	145,722	359,924
Retail Sqft	-	-	20,000	-	31,399	-	48,324	99,723
Hotel Rooms	-	-	73	-	47	-	284	403
Industrial Sqft	-	-	-	-	10,000	-	-	10,000
Other Sqft	-	8,859	-	-	-	-	-	8,859
	-	-	-	-	-	-	-	-
Newly Built Parking	129	-	740	-	746	-	792	2,406
Removed Parking	34	-	299	-	367	-	50	749
Net New Parking	95	-	442	-	379	-	742	1,657
Existing Parking Reserved	-	60	-	-	-	-	233	293

J.3.4 Population Analysis of Development Scenarios

Between 2000 and 2010, on the Peninsula, the majority of new growth occurred in the vicinity of the Parkside, East Bayside, and India Street neighborhoods, while Downtown, the West End, and a portion of the East End, lost population. As mentioned in section B.4 in the existing conditions chapter, the population lost Downtown between 2000 and 2015 was nearly all due to losses in the population living in group quarters while the population of residents in occupied households grew a small amount, by 0.3 percent.

According to the City's comprehensive plan (2017), the City has set a goal of growing from a current population of 66,681 residents (2016) to a population of 72,000 residents by the year 2027. The desired increase of 5,319 residents represents 8 percent in total population growth and would reflect a compound annual growth rate (CAGR) between 2016 and 2027 of 0.6 percent per year.

The comprehensive plan also says of the City's goal of reaching 72,000 residents that, "This figure falls between the medium and high growth scenarios developed based on USM's county growth model."³¹ The USM county growth model estimated a range of 2030 growth scenarios, from a high growth scenario which estimated a population of 81,000 to a low growth scenario which estimated a population of 69,000.

The three development scenarios identified in this study consist of new residential units totaling 1,255, 963, and 671 units respectively for the Full Build-Out, the Approved Plus 75 Percent of Likely Development, and the Approved Plus 50 Percent Development scenarios.

The average household size in the study area is 1.5 residents based on the 2015 American Community Survey 5-year estimate. The population increases resulting from each development scenario relative to the City, the Peninsula, and the study area are summarized in Table 42.

Table 42: 10-Year Relative Population Growth of Development Scenarios

Development Scenario	Residential Units	Est. Pop Growth from Development (1.5 Persons/Unit)	Growth Relative to Study Area (2,589 residents in 2015)	Growth Relative to Peninsula (23,248 residents in 2015)	Growth Relative to City (66,681 residents in 2015)
Approved + 50%	671	1,010	39%	4%	1.5%
Approved + 75%	963	1,440	56%	6%	2.2%
Full Build-Out	1,255	1,880	73%	8%	2.8%

The 10-year Full Build-Out scenario would result in a population growth of 1,880, which is 2.8 percent of the City's current population. The comprehensive plan does not say where the City's goal of 8 percent growth would occur within the City, however should the Full Build-Out occur, the City would need an additional 5.2 percent in population growth relative to the present population, or 3,439 additional residents, in neighborhoods outside of the study area to reach 8 percent total growth by 2027.

Interestingly, the population growth from the Full Build-Out relative to the Peninsula is 8%. This means that if the Full Build-Out were to occur, no further population gain on the Peninsula would be necessary for the Peninsula to have grown in population by the same rate as the City's overall 10-year goal.

³¹ Portland's Plan (2017) pg. 100

The Full Build-Out population growth relative to the study area, which has a current resident population of 2,589, would be 73 percent over 10-years, about 9 times the rate of growth compared to the City's overall target of 8 percent. This is in keeping with trends nationally and with the City's comprehensive plan policies related to supporting mixed use growth of Downtown as the center of the City and region.

Between 2000 and 2015, the study area population in occupied households grew by 0.3% total. During the same period, the City population grew by 3.5%, as was shown in Table 6 and Table 7 in the existing conditions chapter. Should the study area experience a relative population growth of 73 percent in the next 10 years, as implied in the Full Build-Out, while the City grows by 8 percent during the same period, it would be a significant change in the relationship between growth in the study area vs. growth in the City overall in recent years. The same can be said of the Approved Plus 50 Percent Likely and Approved Plus 75 Percent Likely scenarios, though less dramatically so. The Approved Plus 50 Percent scenario would grow the study area resident population by 39 percent in 10 years. The Approved Plus 75 Percent Likely scenario would grow the study area by 56 percent in 10 years.

J.3.5 Employment Analysis of Development Scenarios

According to employment forecasts developed by the State of Maine, the City of Portland is expected to see a net increase of 16,610 jobs over the 30-year period from 2010 to 2040, a 25% total increase and a compound annual growth rate of 0.7%. In 2014, the latest estimate available, the City of Portland had 67,648 jobs³². Using the same rate of growth rate predicted by the State of Maine, 10 years of growth would result in 73,211 jobs in Portland, an increase of 5,563 jobs which is 8.2% total employment growth.

The study area currently has 17,149 total jobs. Between 2002 and 2014 the study area employment grew by 9.1% while during the same period employment in the City grew by 5.2%. The study area gained employment at 1.75 times the rate of the City during the period.

The implied employment from the three development scenarios was calculated using general employee occupancy factors for each land use. The total number of employees expected in each scenario is summarized in Table 43.

³² 2014 Longitudinal Household-Employer Dynamics. U.S. Census Bureau

Table 43: 10-year Future Employment Estimated from Development Scenarios

	Development Scenario		
	Approved + 50%	Approved + 75%	Full Build-Out
Land Use Type			
Restaurant Sqft	38,000	51,500	65,000
Office Sqft	359,924	539,886	719,848
Retail Sqft	98,437	137,179	175,922
Hotel Rooms	403	530	656
Industrial Sqft	10,000	15,000	20,000
Estimated Employees			
Restaurant Employees ³³	87	118	149
Office Employees ³¹	1,152	1,728	2,304
Retail Employees ³¹	179	249	320
Hotel Employees ³⁴	322	424	525
Industrial Employees ³⁵	22	33	44
Total Employees	1,763	2,553	3,342

Restaurant= 1 emp/435sf;
 Office= (0.8*Gross Floor Area)/250sf;
 Retail = 1emp/550sf;
 Hotel= 0.8emp/room;
 Industrial= 1emp/450sf

³³ For Restaurant, Office, and Retail: U.S. Green Building Council. LEED BD+C: New Construction V4 Appendix 2. Default Occupancy Counts. <https://www.usgbc.org/credits/new-construction-existing-buildings-commercial-interiors-core-and-shell-schools-new-constr-3>. Accessed July 20, 2017

³⁴ For Hotel: "Hotel Staff". City-of-Hotels.com. <http://www.city-of-hotels.com/165/hotel-staff-en.html>. This article quotes the World Tourist Organization in saying that the optimum hotel staff for a 3-star hotel is 8 employees for 10 rooms

³⁵ For Industrial: Metropolitan Washington Council of Governments. Non -Residential Employment Factors. <http://www.mwcog.org/asset.aspx?id=committee-documents/Zl1aVlhe20131217082723.pdf>

Table 44 compares the estimated employment from the development scenarios with existing employment totals in the study area and City.

Table 44: 10-year Scenario Employment Growth Relative Comparison

Development Scenario	Estimated Scenario Employment Growth (10-yr)	Growth Relative to Current Study Area Employment (17,149)	Growth Relative to Current City Employment (67,648)	Growth Relative to State Estimate of 10-yr City Employment Growth (5,560)
Approved + 50%	1,763	10%	3%	32%
Approved + 75%	2,553	15%	4%	46%
Full Build-Out	3,342	19%	5%	60%

The Full Build-Out scenario would result in a 10-year employment growth of 19 percent in the study area relative to current employment. While this is a higher rate of employment growth than the State of Maine predicted for the City in a 10-year period (8.2 percent), recent history does suggest that the study area has in fact tended to gain employment at a higher rate than the City.

However, if the study area were to gain 19 percent in employment during a 10-year period when the City gained 8.2 percent, the study area's rate of employment growth would be 2.3 times that of the City. This means that the Full Build-Out scenario would add employment to the study area at a higher rate relative to the City's growth rate compared to the period between 2002 and 2014, when the study area gained employment at 1.75 times the rate of the city.

The Approved Plus 75 Percent Potential scenario represents an employment growth rate in the study area of 15 percent, which would be 1.83 times more than a City employment gain of 8.2 percent, which is more in keeping with the recent past in terms of how study area employment grew relative to the City.

The Approved Plus 50 Percent Potential scenario represents an employment growth rate in the study area of 10 percent, which would be a rate 1.22 times more than a City employment gain of 8.2 percent, a slower rate of employment growth in the study area relative to the City when compared to the period between 2002 and 2014.

J.3.6 Projection of Future Parking Demand

For the existing condition, parking demand was calculated two ways: observed demand with peak season adjustments from tourism and ferry passenger data, and land-used based parking generation. For the 10-year demand projections, only the land-used based method is applied with an adjustment for ferry passenger growth. Attempting to adjust observed parking demand to the future is not typically done.

The development scenarios were apportioned to the study area using the Subarea Zones 1 through 7 geography convention from the existing conditions analysis. A combination of ITE Parking Generation (4th Ed) factors at the 50th percentile demand level and ULI Shared Parking (2nd Ed) factors were then applied to calculate a time distributed daily parking demand for each scenario. The 50th percentile ITE factors were found to be a more realistic approximation of the peak season in Portland compared to ITE's 85th percentile factors in the existing conditions analysis, therefore the 85th percentile factors were not applied to the future scenarios.

J.3.6.1 Future Weekday Results

The following section first presents the results of only the future supply and demand analysis, then the combined future supply and demand with the existing. Figure 57 shows projected parking demand for the 10-year Full Build-Out scenario on a weekday. Between 7am and 5pm, the projected future parking demand is greater than the effective capacity of the net new parking supply.

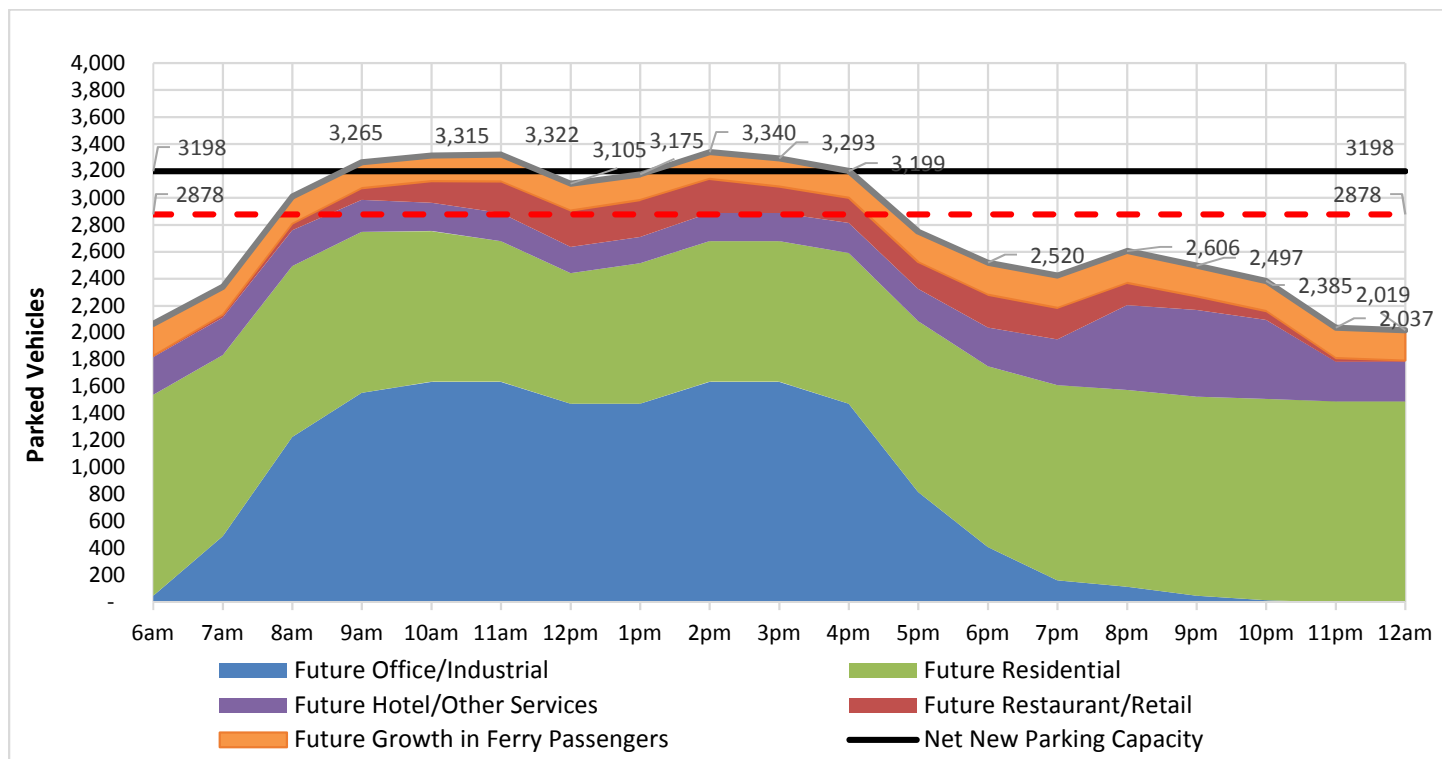


Figure 57: 10-yr Full Build-Out Scenario Only: Projected Weekday Parking Demand vs. Net New Supply

The peak parking demand projected from the new development in the Full Build-Out scenario occurs at 2pm. Table 45 shows the projected demand for each subarea zone at 2pm on a weekday.

Table 45: 10-Year Weekday Full Build-Out Parking Supply and Demand

	Projected Parking Demand from Development at 2pm	Projected New Demand from Ferry Passengers at 2pm	Total Projected Demand at 2pm	Net New Parking Total Capacity	Net New Total Capacity-Demand	Net New Effective Capacity	Net New Effective Capacity-Demand
Zone 1	-	-	-	190	190	171	171
Zone 2	10	-	10	-	(10)	-	(10)
Zone 3	980	-	980	883	(100)	795	(185)
Zone 4	-	-	-	-	-	-	-
Zone 5	580	-	580	642	60	578	-
Zone 6	40	200	240	-	(240)	-	(240)
Zone 7	1,530	-	1,530	1,483	(50)	1,335	(195)
Total	3,140	200	3,340	3,198	(150)	2,878	(460)

(Parking Deficit)

Subarea Zone 1 has a surplus of 170 new parking spaces in effective capacity. The development in Subarea Zone 1 is a parking garage intended for an adjacent tenant, which would likely open up space in other existing parking supply in Zone 1 that could absorb most but not all of the excess future peak weekday demand from adjacent Zones 2 and 3 (195 vehicles).

A common theme in all the future scenarios is that future parking demand from the projected growth in ferry passengers causes a net parking deficit in Subarea Zone 6, the location of the Casco Bay Ferry Terminal. There does not appear to be leftover room to accommodate the projected growth in ferry passenger parking demand within the net new parking supply from development. The future developments in Subarea Zone 7 alone appear to be at a deficit of parking supply during the weekday peak of 195 spaces despite approx. 1,500 net new spaces in that zone under the Full Build-Out scenario.

The final tally for the Full Build-Out has a deficit of 150 in total parking supply, but a deficit of 460 if we consider that a 10 percent reserve supply of the net new parking should be maintained to keep circulation for parking functional.

As was found in the existing conditions analysis, the peak hour of the peak season weekday is likely currently over effective capacity by 290-480 vehicles. The projected deficit from the Full Build-Out scenario could not likely be absorbed into existing parking supply under these conditions without further diminishing the study area's reserve parking capacity needed to maintain a functioning parking system.

There is however, a noteworthy caveat to the future demand results related to residential parking demand. In Figure 57, the scale of future residential development is apparent. The ITE parking generation factors predict 1.2 vehicles per unit for mid-rise urban housing. Based on the 1,255 new housing units in the Full Build-Out scenario, and carrying forward a 1 percent vacancy rate from the existing conditions, the projection for residential parking demand is just under 1,500 vehicles. The ULI time of day curves predict that at 2pm on a weekday, 70 percent of the total residential parking demand will be either occupied by resident vehicles or reserved and therefore not shared by other parking users. However, if the parking supply for the new residential development is managed in a way that maximizes the possibility of parking space re-use when residents are away, particularly during the work day, this could help lower the peak parking demand curve.

Furthermore, our projections retained the internal capture rate for office land use at 2 percent, based on the present, where only 2 percent of the employees in the study are also residents according to the latest available employment data (LEHD 2014). If future residential development in the study area were to attract a higher percentage of residents who also work in the study area, and do not use their vehicle to commute to work, this would raise the internal capture rate for office parking demand. An internally captured office trip does not need an additional office parking space because the resident employee leaves their vehicle at home. In this way, a single parking space would serve either a residential purpose or an office purpose depending on the time of day. It would help lower parking demand to promote or incentivize the occupancy of new residential development with employees (of any kind) who also work in the study area.

The results of the Approved Plus 75 Percent Likely and Approved Plus 50 Percent Likely scenarios are shown in Table 46 and Table 47 respectively. The parking demand deficit in each scenario is lower than the Full Build-Out, though not dramatically so since newly built parking was scaled down along with development in the scenarios. The spatial parking deficit patterns remain the same, since all developments considered likely but not yet approved were scaled down evenly. The projected ferry parking demand was not scaled down with the development in these scenarios. In summary, the Approved Plus 75 Percent Likely scenario resulted in a total parking deficit of 180 spaces, but an effective parking deficit of 410 spaces. The Approved Plus 50 Percent Likely scenario resulted in a total parking deficit of 195 spaces, but an effective parking deficit of 365 spaces.

Table 46: 10-year Weekday Approved Plus 75 Percent Likely Parking Supply and Demand

	Projected Parking Demand from Development at 2pm	Projected New Demand from Ferry Passengers at 2pm	Total Projected Demand at 2pm	Net New Parking Total Capacity	Net New Total Capacity-Demand	Net New Effective Capacity	Net New Effective Capacity-Demand
Zone 1	-	-	-	143	140	128	130
Zone 2	10	-	10	0	(10)	0	(10)
Zone 3	740	-	740	662	(80)	596	(140)
Zone 4	-	-	-	0	-	0	-
Zone 5	450	-	450	511	60	459	10
Zone 6	30	200	230	0	(230)	0	(230)
Zone 7	1,170	-	1,170	1112	(60)	1001	(170)
Total	2,400	200	2,600	2,428	(180)	2,185	(410)

Table 47: 10-year Weekday Approved Plus 50 Percent Likely Parking Supply and Demand

	Projected Parking Demand from Development at 2pm	Projected New Demand from Ferry Passengers at 2pm	Total Projected Demand at 2pm	Net New Parking Total Capacity	Net New Total Capacity-Demand	Net New Effective Capacity	Net New Effective Capacity-Demand
Zone 1	-	-	-	95	95	86	90
Zone 2	10	-	10	-	(10)	-	(10)
Zone 3	492	-	492	442	(50)	397	(90)
Zone 4	-	-	-	-	-	-	-
Zone 5	328	-	328	379	50	341	10
Zone 6	21	200	221	-	(220)	-	(220)
Zone 7	805	-	805	742	(60)	667	(140)
Total	1,656	200	1,856	1,657	(195)	1,491	(365)

Next, the weekday Full Build-Out scenario parking demand is combined with the existing peak season weekday parking demand from the existing condition land-use based calculations results in Figure 58. The combined parking demand is higher than the future effective capacity between the hours of 10am and 4pm. The projected peak occurs at 2pm when the demand for parking totals approximately 17,800 spaces while the effective capacity is 16,700 spaces.

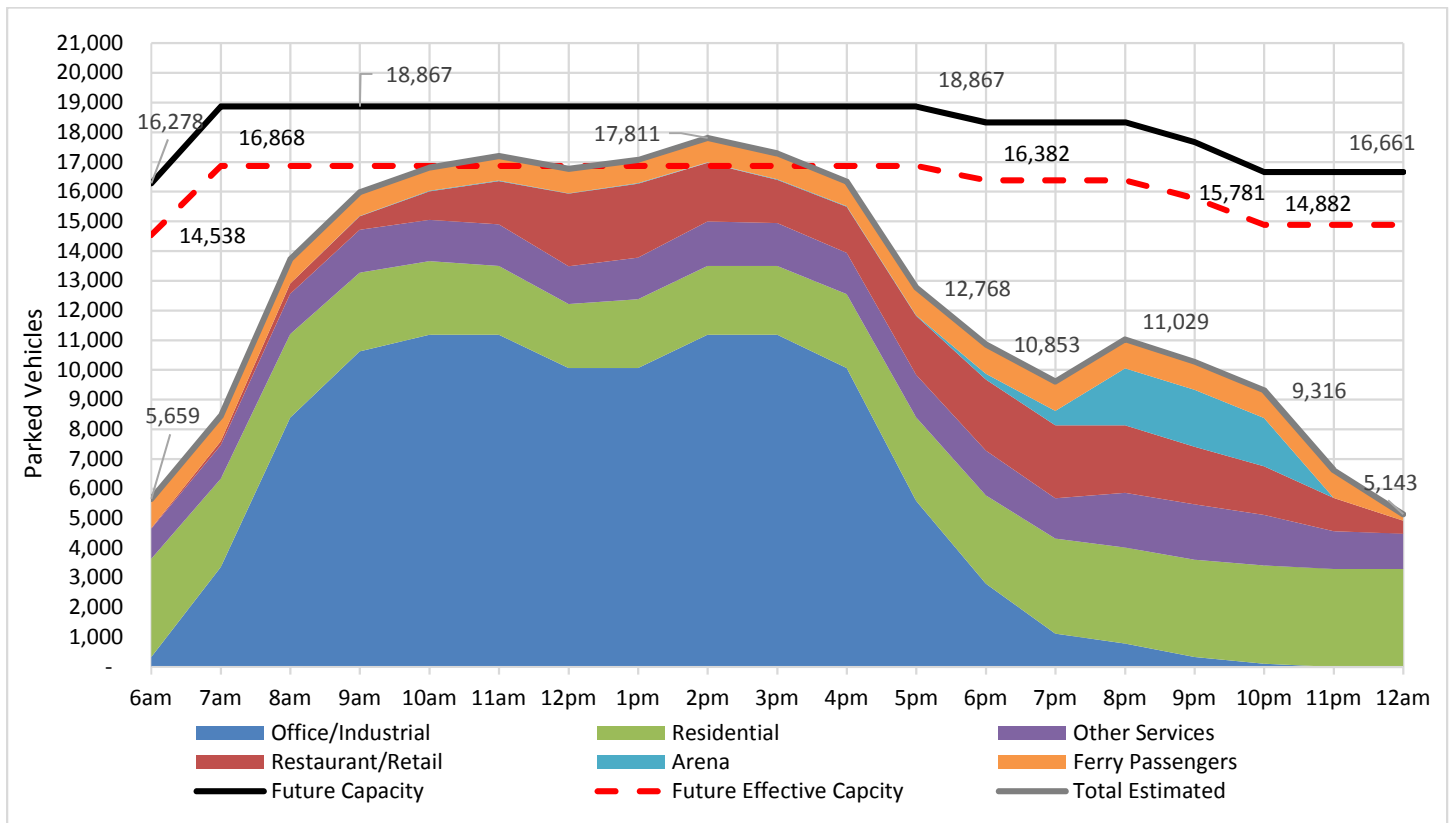


Figure 58: Weekday Peak Season Existing + 10-year Full Build-Out Parking Supply and Demand

To summarize, the weekday peak season and peak hour parking supply and demand of the combined future and existing scenarios is depicted in Figure 59 which shows the total capacity, effective capacity, and peak parking demand for each of the three 10-year future development scenarios. The results appear in tabular form in Table 48.

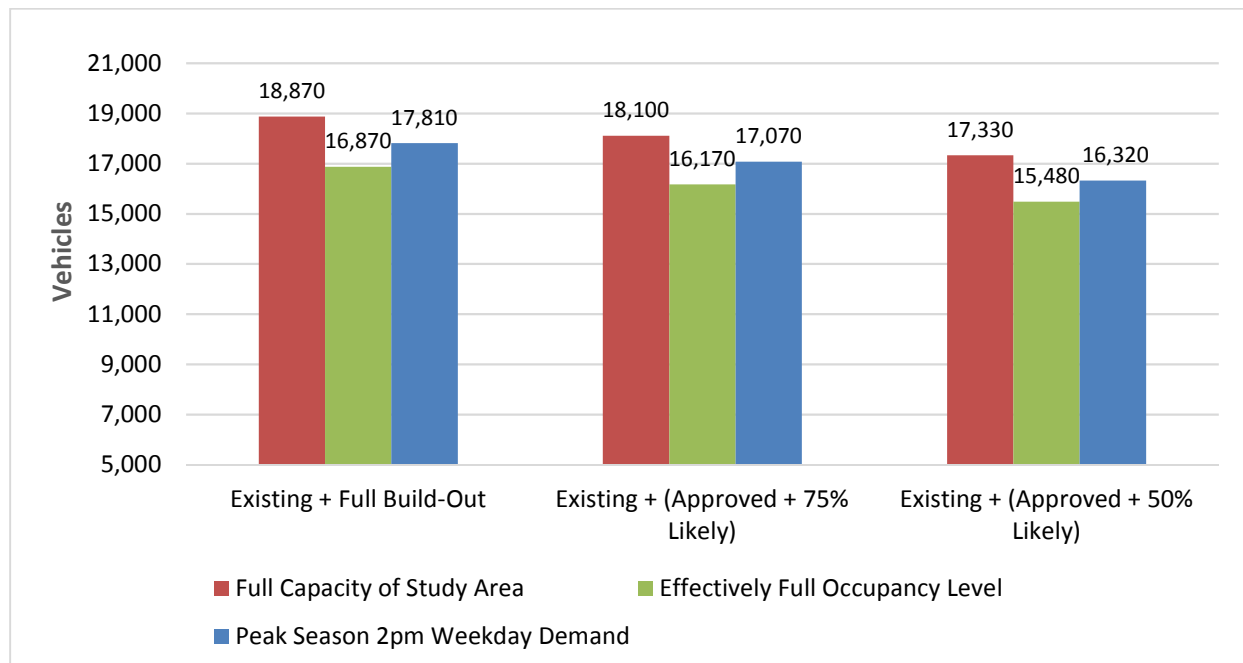


Figure 59: Weekday Peak Season and 2pm Parking Supply and Demand for Combined Existing and Future Scenarios

Table 48: Weekday Peak Season 2pm Parking Supply and Demand for Combined Existing and Future Scenarios

Demand Estimation Method	Peak Hour	Full Capacity of Study Area at Peak	Effectively Full Occupancy Level	Peak Demand	Spaces Available Until Effectively Full	Reserve Spaces Remaining	Total Remaining Spaces	Parking Demand Reduction Needed
Existing + Full Build-Out	2pm	18,870	16,870	17,810	-940	1,060	1,060	940
Existing + (Approved + 75% Likely)	2pm	18,100	16,170	17,070	-900	1,030	1,030	900
Existing + (Approved + 50% Likely)	2pm	17,330	15,480	16,320	-840	1,010	1,010	840

The 10-year projected weekday results show that parking demand would need to be reduced by 940 to remain under the effective capacity of parking supply within the study area in the Existing + Full Build-Out scenario. The Existing + Approved Plus 75 Percent Likely scenario results in a need to reduce parking demand by 900 vehicles to remain under effective capacity. Finally, the Existing + Approved Plus 50 Percent Likely scenario results in a need to reduce parking demand by 840 vehicles.

J.3.6.2 Future Saturday Results

Next, the projected 10-year Saturday parking demand is described. Figure 60 shows the hourly Full Build-Out scenario net new supply and demand alone. Between 6pm and 9pm, the projected future parking demand is greater than the effective capacity of the net new parking supply, which is approximately 2,900 spaces. Demand generated by the new development is projected to rise to just over 3,000 at 8pm, 100 vehicles more than the net new effective capacity to be built.

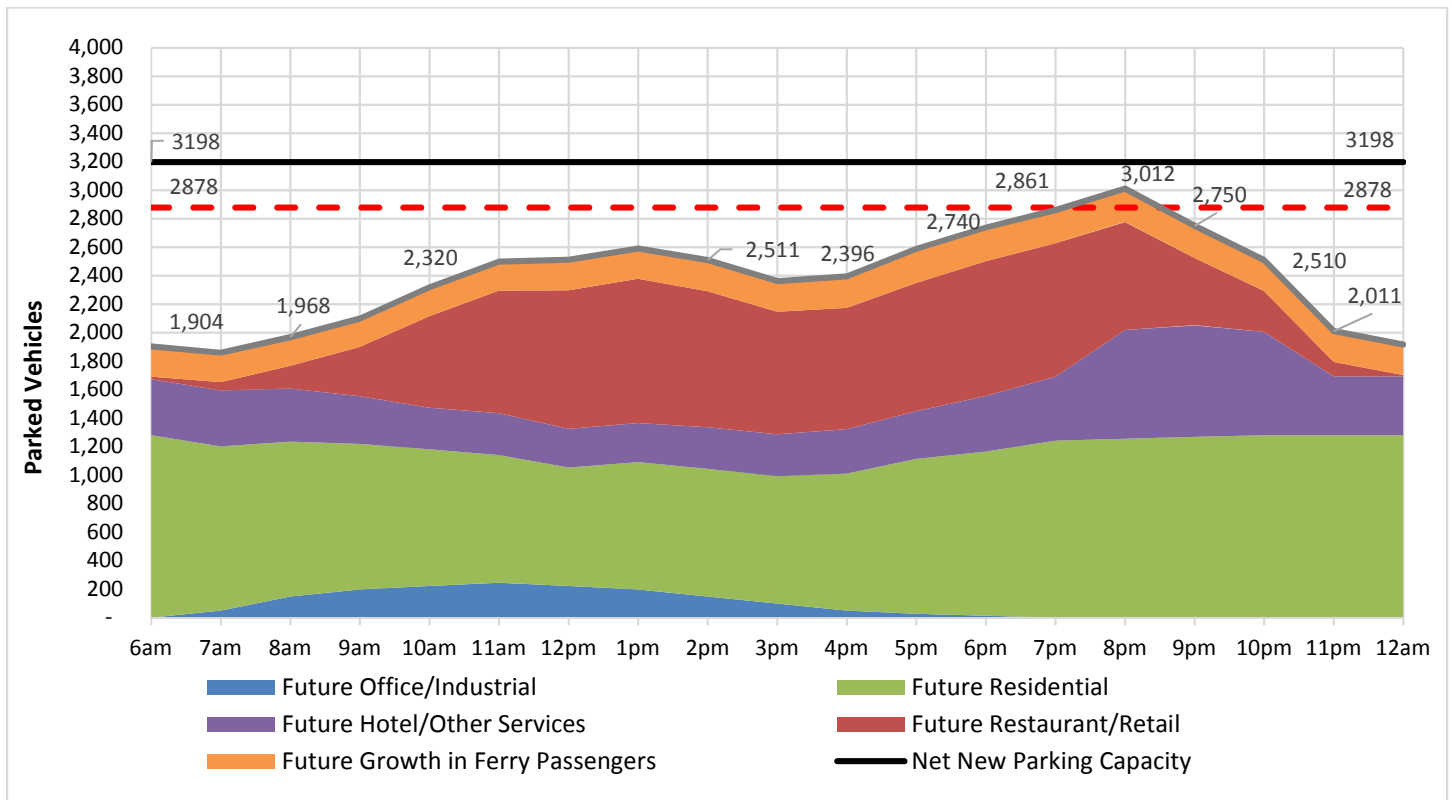


Figure 60: 10-yr Full Build-Out Scenario Only: Saturday Projected Parking Demand vs. Net New Supply

Table 49 shows the 10-year projected parking demand for each subarea zone at 8pm peak hour on Saturday. The development in Subarea Zone 2 is an evening entertainment venue and the generated demand is based on full occupancy of the 1,000 seats. The net new parking in Subarea Zone 3 has a surplus of 395 spaces because of the lack of office demand during the weekend evening peak. In Subarea Zone 5, the net new parking is within 20 spaces of supplying enough parking for the evening generated parking demand in the zone. Ferry passenger parking demand is at its peak in the evening and creates a projected deficit of 240 vehicles generated from the Ferry Terminal in Zone 6. Subarea Zone 7 has a projected deficit of approximately 45 from hotel, retail, restaurant and residential generated demand. While the Full Build-Out scenario creates more net new total parking spaces than demand generated on Saturday at 8pm, there is a parking deficit of approximately 130 spaces relative to net new effective parking capacity.

Table 49: 10-Year Saturday Full Build-Out Parking Supply and Demand

	Projected Parking Demand from Development at 8pm	Projected New Demand from Ferry Passengers at 8pm	Total Projected Demand at 8pm	Net New Parking Total Capacity	Net New Total Capacity-Demand	Net New Effective Capacity	Net New Effective Capacity-Demand
Zone 1	-	-	-	190	190	171	170
Zone 2	390	-	390	-	(390)	-	(390)
Zone 3	400	-	400	883	480	795	395
Zone 4	-	-	-	-	-	-	-
Zone 5	600	-	600	642	40	578	(20)
Zone 6	-	240	240	-	(240)	-	(240)
Zone 7	1,380	-	1,380	1,483	100	1,335	(45)
Total	2,770	240	3,010	3,198	180	2,878	(130)

The Saturday Approved Plus 75 Percent Likely scenario parking demand deficit is higher than the Full-Build Out because the approved development in Subarea Zone 2 and ferry passenger parking demand are not scaled down while many of the likely developments that include net new parking are scaled down. The Approved Plus 75 Percent Likely result is a deficit of 300 spaces relative to net new effective capacity as shown in Table 50.

Table 50: 10yr Saturday + 75% Likely

	Projected Parking Demand from Development at 8pm	Projected New Demand from Ferry Passengers at 8pm	Total Projected Demand at 8pm	Net New Parking Total Capacity	Net New Total Capacity-Demand	Net New Effective Capacity	Net New Effective Capacity-Demand
Zone 1	-	-	-	143	140	128	130
Zone 2	390	-	390	-	(390)	-	(390)
Zone 3	300	-	300	662	360	596	300
Zone 4	-	-	-	-	-	-	-
Zone 5	480	-	480	511	30	459	(20)
Zone 6	-	240	240	-	(240)	-	(240)
Zone 7	1,080	-	1,080	1,112	30	1,001	(80)
Total	2,250	240	2,490	2,428	(70)	2,185	(300)

The Approved Plus 50 percent Likely scenario has a final deficit of 460 relative to net new effective parking supply at 8pm on Saturday as shown in Table 51.

Table 51: 10yr Saturday + 50% Likely

	Projected Parking Demand from Development at 8pm	Projected New Demand from Ferry Passengers at 8pm	Total Projected Demand at 8pm	Net New Parking Total Capacity	Net New Total Capacity- Demand	Net New Effective Capacity	Net New Effective Capacity- Demand
Zone 1	-	-	-	95	95	86	90
Zone 2	390	-	390	-	(390)	-	(390)
Zone 3	200	-	200	442	240	397	200
Zone 4	-	-	-	-	-	-	-
Zone 5	360	-	360	379	20	341	(20)
Zone 6	-	240	240	-	(240)	-	(240)
Zone 7	770		770	742	(30)	667	(100)
Total	1,720	240	1,960	1,657	(305)	1,491	(460)

Although all three 10-year Saturday scenarios are projected to generate more parking demand than net effective supply, the existing condition land-used based calculated results had more than enough surplus parking capacity to accommodate the future Saturday demand. Figure 61 combines the Existing and Full Build-Out scenarios.

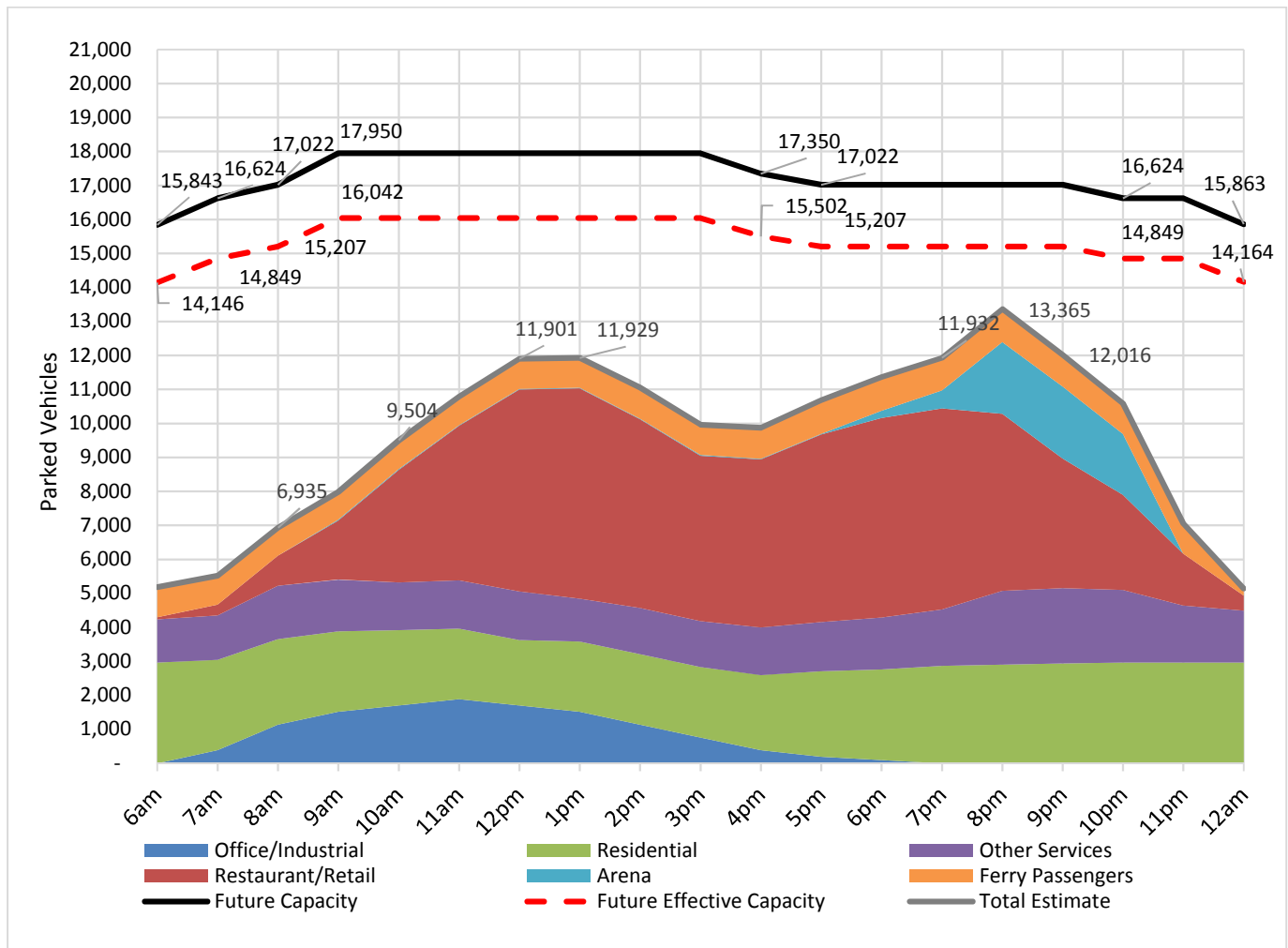


Figure 61: Saturday Peak Season Existing + 10-year Full Build-Out Parking Supply and Demand

The combined existing and future Saturday peak hour results are shown as a chart in Figure 62.

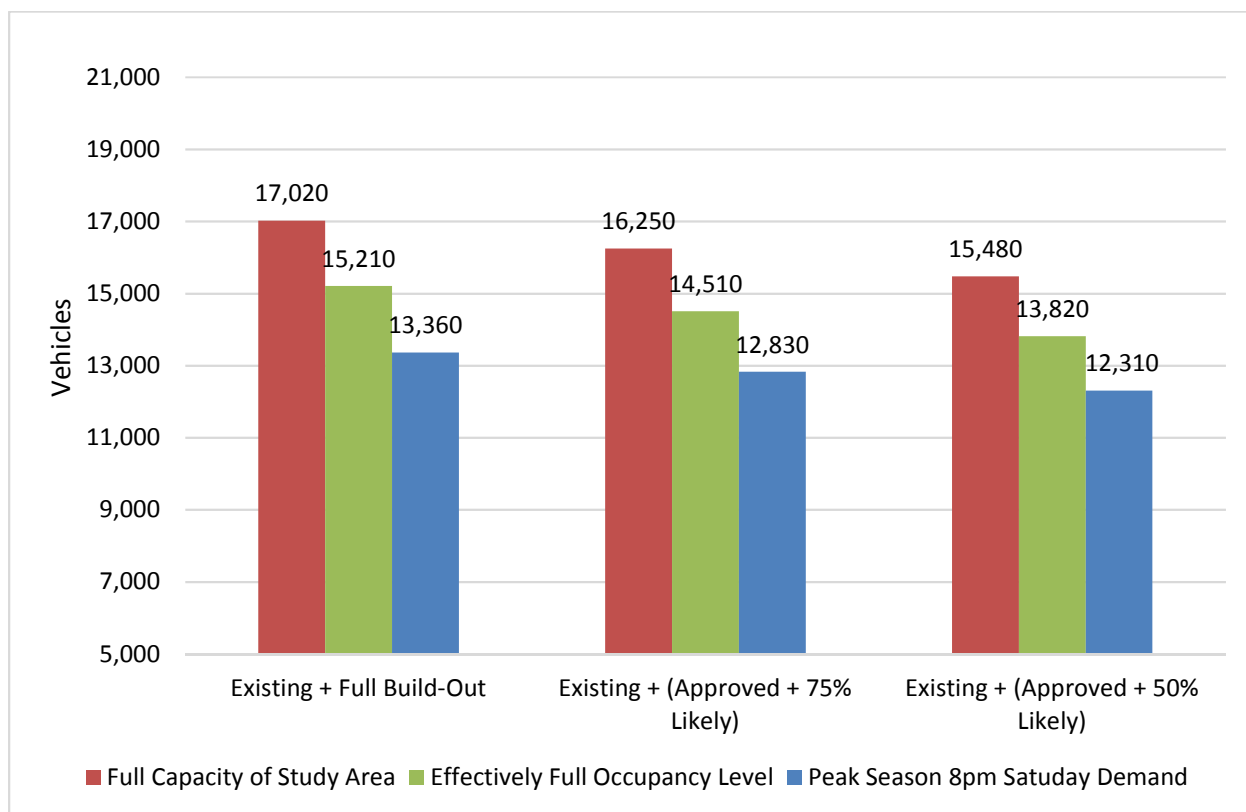


Figure 62: Saturday Peak Season 8pm Parking Supply and Demand for Combined Existing and Future Scenarios

The 10-year combined existing and future parking projections for all scenarios find that, as was the case in the existing condition, parking supply is higher than demand during the Saturday peak as summarized in Table 52. The future scenarios do however result in a slight decrease in the amount of parking available until effectively full on a Saturday at 8pm. In the existing condition, the Saturday 8pm peak had 1,940 available spaces until effectively full, while the Existing plus Full Build-Out scenario has 1,850 spaces available until effectively full. Should the existing trend of over capacity on-street parking with simultaneous under capacity off-street parking continue, the added 10-year parking demand under any of the future scenarios could further shape perceptions of Portland as being a difficult place to find parking.

Table 52: Saturday Peak Season 8pm Parking Supply and Demand for Combined Existing and Future Scenarios

Demand Estimation Method	Peak Hour	Full Capacity of Study Area at Peak	Effectively Full Occupancy Level	Peak Demand	Spaces Available Until Effectively Full	Reserve Spaces Remaining	Total Remaining Spaces	Parking Demand Reduction Needed
Existing + Full Build-Out	8pm	17,020	15,320	13,360	1,960	1,700	3,660	-
Existing + (Approved + 75% Likely)	8pm	16,250	14,510	12,830	1,680	1,740	3,420	-
Existing + (Approved + 50% Likely)	8pm	15,480	13,820	12,310	1,510	1,660	3,170	-

J.4 Conclusion

In the future parking demand section, we have shown the magnitude of approved and likely 10-year development in the Portland study area. The development was shown to exhibit clustering in Subarea Zones 3 and 5 as well as separately in Subarea Zones 6 and 7. Significant increases in study area resident population and employment are anticipated. The rate of population and employment growth would be significantly higher in the study area as compared to rates that have been projected for the City of Portland overall. This is not necessarily incompatible; however, it would require that the study area add employment and especially residents at a higher relative rate than the overall growth rate of the City compared to how the study area and City grew during the past 15 years. This is in keeping with policies of Portland's plan.

A 10-year growth assumption for ferry passenger demand was made by continuing the trend of the previous 5-years. Associated parking demand from ferry passenger growth was calculated to be an additional 240 vehicles during the peak season. The past 5-years saw a healthy growth in ridership, and continuing this trend may result in a future projection somewhat on the high or conservative side. Nevertheless, the future scenarios did not provide enough surplus net new parking that could absorb growing parking demand from ferry passengers.

Although tourism in Maine has been increasing robustly during the last 5-years, the data was not as clear on visitation to the Portland region which may be relatively flat as a lower share of day visitors to the state reported the region as their primary destination even though the total number of state visitors increased. Tourism was accounted for in the future demand analysis as part of the ferry passenger growth trend and it is also embedded in the future land use parking demand generation from the addition of new land use development such as restaurant, retail, and hotels which has been scaled in anticipation of tourism.

Three future development scenarios, a full build and two scenarios that allowed for the possibility of less development, were analyzed using a combination of ITE Parking Generation factors and ULI shared parking factors. The key results are summarized in Table 53, the final figures have been adjusted by the difference between the land-use generated existing conditions results and the observed and adjusted existing conditions results. This calibration was made assuming the observed and adjusted existing conditions results were more accurate than the land-use based results and carrying the difference forward into the future.

Table 53: Future Demand Analysis Adjusted Results

Scenario	Study Area Peak Season Parking Demand Deficit Relative to Effective Capacity (in vehicles during the peak hour)	
	Weekday	Saturday
Existing Condition Observed + Adjusted	290	0
Existing Condition Land-Used Based	480	0
Difference Between Existing Conditions Methods	190	0
#1 Existing Condition Land-Used Based + 10-year Full Build-Out	940	0
#2 Existing Condition Land-Used Based + 10-year Approved & 75% Likely Development	900	0
#3 Existing Condition Land-Used Based + 10-year Approved & 50% Likely Development	840	0
#1-(Difference Between Existing Conditions Methods)	750	0
#2-(Difference Between Existing Conditions Methods)	710	0
#3-(Difference Between Existing Conditions Methods)	650	0
Recommended Planning Range Goal for 10- year Parking Demand Reduction	700-750	0

It should be recalled that an additional 1,307 spaces in structured and surface lot parking available to the public with an effective capacity of 1,176 vehicles outside of the study area within a quarter-mile buffer. This additional parking supply serves a combination of travelers destined for the study area and travelers destined for land use outside of the study area. The existing parking demand for land use outside of the study area was not observed. It should not be assumed that this additional capacity can offset the projected parking demand deficit in the study area alone. Analysis in the existing conditions chapter showed that the quarter-mile buffer area parking supply is likely already critical to meeting the monthly parking demand of employees in the study area.

We therefore recommend that the City of Portland plan to reduce weekday parking demand in the study area by a range of 700-750 vehicles in a 10-year horizon. We propose a goal of managing parking demand in the study area to be at or just under the weekday peak hour effective capacity of parking supply inside of the study area, which is projected to be in a range between approximately 15,480 to 16,870 parking spaces depending on the future build scenario.

In the following section, we offer a set of recommendations to address Portland's critical need to manage overall parking demand in the study area and the specific parking demands of key user groups experiencing difficulty parking.

K. Strategy Recommendations and Development

K.1 Introduction

In Task 1, the existing conditions report determined that overall parking demand in the study area, including on-street and off-street parking, is likely 290-480 vehicles over effective parking capacity in the midday period on weekdays during the peak summer season. Furthermore, it was found that during weekday evenings (after 5pm) and on weekends, parking supply in the study area is well below effective capacity overall. However, on-street parking during the evening on weekdays (5pm-8pm) and after 1pm on Saturday is at or over effective capacity along key commercial streets in the study area.

The most urgent existing condition parking challenges are identified as:

- There is a scarcity of monthly parking offered for employees on weekdays during the work day.
- There are limited low-cost parking options for low wage earners in the study area.
- There are limited low-cost multi-day and monthly options for island residents who have a need to park a vehicle on the mainland accessible from the ferry terminal.
- Visitors during the summer season compete with employees of the study area for day parking, contributing to off-street parking scarcity mid-day on weekdays.
- High rates of on-street parking occupancy during weekday evenings and on weekends, in many sampled locations above 85%, is contributing to the perception that there is no parking, when in fact ample off-street parking is available during these periods, but at a higher cost.
- Unrestricted parking on streets outside of the study area, but within a walkable distance, are under pressure of increased use by travelers to the study area seeking day parking, including employees and day visitors. This is particularly relevant weekdays during the peak summer season when study area parking demand is at or over effective capacity.

In Task 2, the future demand report, three future development scenarios were identified, consisting of approved projects and likely projects built out to 50%, 75%, and 100% of proposed development capacity.

The main parking challenges associated with the identified future parking scenarios are:

- In the Eastern Waterfront area, Subarea Zone 7, and the area surrounding the Casco Bay Lines Ferry Terminal, Subarea Zone 6, the projected demand associated with new mixed-use development combined with growth in ferry passenger parking demand will likely exceed net new parking supply on both peak (summer) weekdays in the afternoon and on weekends in the evening.

While there is existing off-street parking capacity elsewhere in the Study Area on weekends to accommodate the growth in parking demand, there does not appear to be existing capacity on weekdays during the afternoon peak hour to accommodate the amount of parking demand that is projected to be over capacity from Subarea Zones 6 and 7.

- In Subarea Zone 3 located Downtown, the projected demand associated with new mixed-use development will slightly exceed the net new parking supply in that zone on peak season (summer) weekdays during the afternoon. Net new parking supply in adjacent Subarea Zone 1 will help to offset most of the projected parking deficit in Subarea Zone 3, but not entirely.

The following recommended strategies are made to address overall parking demand and the specific parking demands of key user groups including all employees, low-wage employees specifically, and island residents.

K.2 Recommended Strategies

K.2.1 Explore the Formation of a Non-Profit Transportation Association

A new non-profit organization, a Transportation Management Association (TMA) being just one example, could serve as an important entity for bringing private and public-sector interests together to address collective parking challenges and other mobility issues affecting the study area. We recommend the role of the organization to be a facilitator of solution-finding for members and to play an important informational role to businesses in Portland.

Commonly, transportation associations form to pool private funding for shuttle services created to solve employer mobility challenges. We do not necessarily recommend that the association itself contract with a fixed route shuttle service provider. Instead we recommend that the association become well-versed in existing and emerging transportation network company (TNC) services that use customized mobility solutions for individual members or partnered members.

The advantages of TNC solutions over traditional fixed-route private shuttles are the possibility for on-demand and custom routing, custom smartphone apps can improve the user experience, and depending on the arrangement, members can pay for only the rides they use.

Key issues that a new transportation association could play an important role in addressing are:

- The difficulty employers and their employees are having securing monthly parking; specifically, we recommend the crafting of customized TNC solutions for employee mobility that could include new park and ride lots at underutilized and lower cost locations outside of the study area.
- Helping to connect employers with transit mobility solutions for employees. This could range from practical matters such as helping to integrate the procurement of transit passes, to a larger-scale programmatic role of serving as a unified voice for members to dialog with regional public transit providers, Amtrak, the JetPort etc.
- Collecting metrics on mobility issues, such as parking demand, that may help members solve mobility problems through coordination and sharing of unused parking spaces or crafting of another policy.
- Acting as a clearinghouse for information and ideas regarding Travel Demand Management. The association could also provide a venue for voluntary compliance monitoring with TDM ordinances.
- Identifying parking management strategies or programs that could benefit the area collectively or strategies to achieve a specific initiative, for example a large-scale special event.
- Marketing mobility and parking solutions to visitors to help prevent the perception that Portland is a difficult place to visit because of hard to find and expensive parking.

K.2.2 Partner with Transportation Network Companies to Address Specific Parking Challenges

We recommend that the City of Portland explore partnering with TNCs to create customized programs to address three specific issues: 1) island resident parking supply; 2) the limited availability of low cost parking for low-wage earners; and 3) surges in peak season visitor parking demand.

- The City could partner with a TNC to create a customized program for island residents to improve mobility between the Casco Bay Ferry Terminal and a location where multi-day parking is lower cost, more available, and more reliable compared to the current situation of a crowded on-street resident parking zone. The City could explore ways to share the cost of this program with the island resident on a per-ride basis, a one-time annual fee, or another means. We strongly suggest keeping the existing on-street resident zones for island residents, and we suggest this new option as an alternative that could be very attractive given the right price point and convenience of use.

The Chebeague Transportation Company (CTC) currently operates a shuttle bus between a satellite parking lot on Route 1 in Cumberland and the CTC ferry terminal in Yarmouth. Our recommendation for the Casco Bay Ferry Terminal would work similarly, but replaces a shuttle bus with on-demand TNC service utilizing a smartphone app.

- The City could partner with a TNC to create a customized program for low-wage earners who are having difficulty finding affordable parking options close to their employer. The City could manage membership to such a program by requiring applicants already meet the requirements of another existing income restricted program. The program would allow low-wage earners to use a coupon code or custom app to use TNC travel between their employer and another location such as a park and ride lot or a transit center during defined working hours. The City could share the cost of this program with the employee on a per-ride basis, a one-time annual fee, or another means.
- The City could partner with a TNC to coordinate a well-publicized option for peak season visitors to park remotely at an underutilized lot, perhaps a distant lot with good highway access, and use TNC services to ride to and from the study area, particularly those traveling to the Old Port, Waterfront, and Casco Bay Islands. The lot could offer day and multi-day pricing that together with the cost of the TNC ride could be comparable to what would be paid for off-street parking in the study area. We do not necessarily suggest the City play a role in cost sharing for visitor rides, but rather set the cost of parking in the remote lot intentionally to make the program viable.

K.2.3 Expand Specific Island Resident Parking Programs

Expand island resident parking programs to include a program where island residents may remit a resident parking permit in exchange for ridesharing subsidy or stipend to use as they see fit. This is like the suggestion above, but could be less programmatic and may not include a designated off-site lot. The City could also explore the possibility of allowing island residents to park in another residential zone that has surplus on-street parking and use ridesharing or transit to reach the Ferry terminal.

K.2.4 Pilot Test Higher Cost On-Street Parking in High Demand Areas

One of the main findings of the study was that on-street parking is at or over capacity during weekday evenings and during most observed hours on Saturday. One side effect of over capacity on-street parking for businesses is lower customer turnover. Residents, employers, and their visitors may experience more difficulty finding short term on-street

parking, and a higher incidence of double parking for pickup and drop-off activities. Stakeholders will need to define what an acceptable level of on-street parking occupancy is, we suggest 85 percent, and if it is acceptable to use meter pricing as a mechanism of influencing turnover and on-street occupancy levels.

If higher turnover is defined as a goal, one way to increase parking turnover would be to pilot test higher on-street parking rates and extended meter hours to 8pm in high demand areas such as Commercial St. A pilot test would mean a short-term experiment with a known end that is followed by an assessment of the results. The goal of the pilot would be to determine if Portland parking users respond to the price increase with higher turnover rates and whether stakeholders decide the higher turnover rate was beneficial.

K.2.5 Extend On-Street Meter Hours to 8pm City Wide

The on-street occupancy data shows that occupancy levels rise above capacity on weekends beginning near 4pm when a user would be able to pay for two-hours of on-street parking and leave a vehicle for the remainder of the evening. If stakeholders decide that maintaining a two-hour turnover up until 6pm is beneficial, which it may be for some stakeholders such as restaurants, the meters could be extended until 8pm so that cars cannot be left on the street for the evening with a two-hour payment until 6pm. Additional outreach would be necessary before any such change could be implemented.

K.2.6 Improve Parking Management and Technology

It is recommended that parking operators continue to utilize the latest technology in operating their parking supply including sharing pricing, hours, and even real-time occupancy data with customers via smartphone apps. The more customers know about where parking is available and at what price before departure or en route, the better the parking experience and more efficient use of available space study area wide.

To address the issue of overcrowding of on-street parking during evenings and weekends while off-street parking is underutilized, parking managers could consider offering more competitive pricing with on-street rates during the first one or two hours of stay.

More operators might consider offering evenings only monthly passes that might attract evening shift workers who would otherwise avoid higher priced hourly parking close to their employer.

Implement Transportation Systems Management (TSM) practices to better utilize existing parking supplies. One of the challenges associated with parking in Portland is knowing where to park. There are several approaches to addressing this problem. First, we recommend the review and implementation of any remaining initiatives identified in the 2013 Portland Peninsula Vehicular Wayfinding Plan specifically related to parking signage and wayfinding in the Old Port, Waterfront, Arts District, and Eastern Waterfront. If recommendations in the plan are found to be out of date, we recommend a new City led effort to study how parking wayfinding can be optimized through signage and technology.

Technology is the wayfinding of the future. Encourage maximum use of technological tools that guide the public to available parking spaces at known prices. Smartphone apps can market and incentivize the use of existing parking by allowing users to price compare, reserve, purchase, and way find with one tool. Such programs maximize the efficiency of existing parking while reducing congestion and vehicle miles traveled.

K.2.7 Change Parking Requirements and Regulations

Manage parking demand by reducing parking requirements for residential units in the urban core to less than 1 space per unit, while slightly increasing parking requirements for office from one space per 400sqft to one per 300sqft. The projected parking demand suggests that weekday mid-day parking will be over effective capacity. Increasing office parking requirements slightly will relieve part of this demand gap. However, we do not recommend closing the new gap entirely with new parking supply. Some of this parking supply gap should be closed through better management of citywide parking supplies. We suggest targeting 50% of the parking supply gap to be closed through parking requirements for land use approvals, while closing the balance through parking management strategies.

Any increased structured parking supply should be specifically designed to be repurposed as retail space, due to the widely anticipated likelihood that structured parking demand will decrease substantially with the advent of the autonomous vehicle. While some believe that wide adoption of autonomous vehicles is many years in the future, it is important to note that structured parking costs are routinely amortized over 30 or more years. Based on current studies, it is highly likely that autonomous vehicles will result in a substantial reduction in parking demand, thereby undermining the financial models that allow for commercial parking garage developments. Many underwriters are already questioning the validity of parking garage pro formas in dense urban environments.

K.2.8 Improve Parking Policies in the Context of Land Uses Permits

As part of the city's upcoming land use code rewrite, consider requiring additional parking data and or trip or parking generation studies as a component of all site plan review. Requesting that developments provide parking and trip generation information on a periodic basis will help the city calibrate its parking policies to reflect actual demand and allow for more informed policy decisions. This data collection effort should include pricing information (if applicable) for spaces that are sold or rented to tenants.

In addition, strengthen the policy of allowing fees-in-lieu. If the current \$5,000 minimum per space program has had low participation, the problem could be uncertainty about how the City's Sustainable Transportation Fund will benefit development. Contributors to the fund must understand how the funds will be used. This is critical to lenders and investors looking to underwrite land development projects so the payment is viewed having a benefit for the project. The City should consider more marketing or public engagement related to the annual Sustainable Transportation Fund Appropriations Schedule. The City could use a variety of platforms to state how the Sustainable Transportation Fund is being used, follow through on the plan, and then let constituents know via social media or other means the results of the investment.

K.2.9 Increase Car Sharing Use

Facilitate car sharing through parking strategies. The use of U-Car and other car share opportunities can have a significant benefit for islanders and residents of the study area if made convenient enough. Car sharing can reduce demand for a landside car, while facilitating travel on the Peninsula for routine trips. One or more shared cars should frequently be accessible from the Casco Bay Lines Ferry Terminal, in the parking garage or via a short trip either by foot or using a ridesharing app.

Additionally, new peer to peer car sharing apps, e.g. Getaround or a similar company, could allow residents of the study area to rent their personal vehicles to islanders or vice versa. A resident who lives and works in the study area may have a vehicle that is parked at home during the work day which an islander could rent. An islander who keeps a vehicle on the mainland but does not use it daily could rent it to residents of the study area on a short-term basis. The apps simplify the coordination and transactions necessary to rent. The companies provide special insurance, and allow the car owner to choose renters with favorable feedback ratings.

K.2.10 Continue Implementation of TDM Recommendations from the 2008 Peninsula Transit Study

Continue to pursue the adoption of multiple strategies for single occupancy vehicle parking demand reduction through travel demand management (TDM) in the study area as recommended in the 2008 Portland Peninsula Transit Study. The study outlined TDM strategies, some of which have been implemented, e.g. fee-in-lieu payments as part city's zoning code and the creation of the Sustainable Transportation Fund. However, unimplemented strategies remain. TDM strategies that could address the Study Area's parking challenges include:

- Requiring new development in the study area become a member of the new transportation association and require the implementation of TDM ordinances such as:
 - Appointing a mobility coordinator for the development to interact with the transportation association.
 - Provide a car share space on-site.
 - Offer employees the option to purchase a pre-tax monthly transit pass.
 - Create incentives and educate employers on parking cash-out programs where employees may forgo an employee provided parking spot for a one-time payment.
 - The unbundling of parking and residential units so a resident is not obligated to take a parking space if they do not want one or own a car.

The Peninsula Transit Study also made a number of detailed transit service recommendations that have yet to be achieved. We recommend continued pursuance of the following goals:

- Increase the peak period frequency of key Peninsula routes to 10-20 min headways
- Provide a direct link between the Portland Transportation Center and Downtown/ Waterfront. As development on the Eastern Waterfront progresses, service should extend there as well.
- Use signal prioritization and other techniques (e.g. queue jump lane) to help move buses through congested areas.

K.2.11 Additional Transit Recommendations

Additionally, we recommend the consideration of a downtown circulator route specifically meant to transport riders between the Waterfront and Cumberland Ave in a loop. There is a need to make available parking uphill from the Waterfront more attractive to better distribute parking demand within the study area.

The introduction of GPS enabled bus arrival tracking in Portland during 2016 is an important advancement. The City should encourage the creation of additional smartphone apps that utilize the open-source bus location data. The City could organize a hack-a-thon, a contest, or another incentive to spur user engagement with the new information technology.

K.2.12 Bicycle Infrastructure

It is encouraging that the final design for the Franklin Ave reconstruction will include new bike lanes to both cross Franklin Ave and travel along it. The eventual realization of that project should help raise the bicycle commute share to the study area. If the City can raise the bicycle commute share during the peak summer season especially, it could play a role in managing peak parking demand.

Additional investment in bikeways, bike lanes, bike paths, and byways to improve bicycle access from off-peninsula is needed to raise the bicycle mode share of travel to the study area.

The City will have the opportunity to observe the new bike sharing initiative to be launched in Portland in 2018. We recommend the City support additional bike share infrastructure should the pilot program prove successful. Bike sharing could be part of a mobility strategy between outlying parking areas or transit hubs and high-demand destinations.

K.2.13 Convert Unrestricted Parking

If further study shows unrestricted on-street parking within walking distance to the study area is over capacity and is being used for longer duration parking than desired by stakeholders. Conversion of unrestricted spaces to time limited zones or metered spaces is recommended. It is recommended that this be carried out gradually so that the effects of parking demand on the study area can be monitored for adverse impacts should significant new parking demand be forced into the study area. The unrestricted spaces on Commercial St west of the study area could potentially be converted to metered spaces if a successful low-wage earner remote parking program were implemented as described in Section K.2.2, since those spaces are intended to provide at least some no-cost parking near the study area.

K.2.14 Marketing and Advertising

The City could continue to support a marketing and advertising campaign to raise awareness and improve perception about multi-modal access to the study area; including parking strategies, smartphone apps, and parking prices. Campaigns should also highlight transit and bicycle commuting opportunities.

K.2.15 Additional Data Collection

We recommend periodic data collection on parking demand, particularly during the peak season since this effort collected data during the winter season. Also recommended is data collection that would measure public knowledge about multi-modal access to the study area and willingness to pay for transportation and parking services. Establishing baseline data on these topics will greatly help to develop performance measures for any solutions the City pursues. Having high quality measures of effectiveness can be key to attracting state and federal funding.

K.2.16 Construct Additional Structured Public Use Parking Supply

If stakeholders decide that additional parking capacity is a necessary component to the City's overall parking demand management strategy. The construction of up to approximately 500 to 750 new structured parking spaces for public use by travelers to the study area could be explored. We recommend the consideration of repurposeable parking structure design to allow for the possibility of a change in use over the design life of the structure.

L. Implementation and Funding

This section identifies potential local, state, and federal funding sources applicable to the recommendations in Chapter K. First, a short description of potential funding sources, then Table 54 summarizes each recommendation from Chapter K with applicable funding sources.

L.1 Local Funding Suggestions

A Development Impact Fee

The proposed fee is a transportation impact fee scaled to the size, intensity, and or land use type of new development in the study area for funding travel demand management, workforce mobility, or parking demand management related initiatives. This fee would be separate from the existing optional parking in-lieu of fee in the City's Land Use Code.

A Special Purpose On-Street Parking Meter Rate Increase

The proposed meter rate increase is for high-demand locations, such as Commercial St, Exchange St, and Middle St. It is suggested that the collected revenue be used specifically for mobility initiatives for low-wage earners and island resident commuters having trouble parking in the high-demand areas. It is also proposed that the purpose of the meter rate increase be clearly communicated to the public and the programs funded by the new revenue be clearly explained.

L.2 State Funding

The State of Maine collects revenue from gasoline tax and other transportation related user fees into a State Highway Fund. State Highway Fund expenditures are primarily allocated to road and bridge improvements, supporting traffic law enforcement, safety, and ferry passenger service operations. Funding for transit and other mobility programs is comparatively small and has not grown significantly in recent years. It doesn't seem probable that tax and user fee revenue collected by the State will be a major source of funding for new mobility initiatives in the study area surrounding Downtown Portland. However, a mobility initiative with regional appeal or one that can be replicated elsewhere in the State should at least request a State contribution toward a local match requirement needed to leverage federal funding assistance.

L.3 Federal Funding

There are a several federal funding programs administered by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) that are applicable to the mobility recommendations in Chapter K. What follows is a brief description of relevant federal transportation grant programs, made law under the most recent federal transportation bill, the Fixing America's Surface Transportation (FAST) Act of 2015, which authorized federal transportation funding through federal fiscal year 2020.

L.3.1 Formula Grant Programs

A number of federal transportation grant programs are administered jointly by the FHWA and FTA as formula programs. This means that a formula defined during the writing of the transportation bill reauthorization is used to allocate federal

funds to states on an annual basis considering factors such as population, federal fuel taxes paid, transit revenue miles, etc. Each grant program may use a different formula. After funding is allocated to the states, a second formula then applies for allocating funds within each state between state departments of transportation (DOTs) and regional metropolitan planning organizations (MPOs). The City of Portland and other eligible agencies may then apply for federal grants through either a regional MPO or the DOT in a competitive annual process. Eligible projects in most cases should be included in a regional long-range plan (LRP), state implementation plan (STIP), and a regional transportation improvement plan (TIP) where applicable. With some exceptions, the federal grant programs typically offer funding assistance of up to 80 percent of project cost requiring a 20 percent local match at minimum. Four examples of formula grant programs are described below.

L.3.1.1 Surface Transportation Block Grant Program

The Surface Transportation Block Grant Program (STBG) is the most flexible of the federal transportation grant programs covering a wide variety of eligible projects related to surface transportation including capital investments, planning, design, asset management, research, and training to name a few.

L.3.1.2 Transportation Alternatives Program

The Transportation Alternatives (TA) program is a subset of the STBG program meant for projects pertaining to alternatives to vehicular transportation such as bicycle and pedestrian facilities on and off road including recreational trail projects.

L.3.1.3 Congestion Mitigation Air Quality Program

The Congestion Mitigation Air Quality Program (CMAQ) is a grant program meant to provide assistance in funding transportation projects that help meet or maintain compliance with the Clean Air Act. Although Maine is currently in attainment of federal air quality standards, the State still receives a minimum apportionment of CMAQ funding for projects that improve or maintain air quality. CMAQ funds are provided on a reimbursement basis, meaning funds are not provided until work is completed.

L.3.1.4 Urbanized Area Formula Funding Program, Section 5307

The FTA administers an Urbanized Area Formula Funding Program, also known as Section 5307. Eligible activities include a variety of transit planning, engineering, design, capital investment, and related communications technology. Some activities related to mobility management programs are also eligible under the program. Urbanized areas with a population over 200,000 are usually not allowed to use Section 5307 grant funding for transit operating expenses, however, a Special Rule exists allowing some urban areas to do so. The Portland, ME urbanized area is currently allowed to use a limited amount of Section 5307 funds for transit operating expenses.

L.3.2 Competitive Grant Programs

There are also grant programs administered by FHWA and FTA that are allocated through competitive processes at the federal level. Eligible applicants apply directly for the grants through one of the federal agencies and awarded funds do not count against the formula grant funds received by the states. The grant programs typically offer funding assistance at a maximum of 80 percent of project cost, though applicants are encouraged to apply for less to better the odds of receiving funding. Two examples of competitive grant programs are described below.

L.3.2.1 Passenger Ferry Grant Program

The Passenger Ferry Grant Program is a competitive grant program administered by FTA for projects related to passenger ferry systems in urbanized areas. In addition to directly supporting capital expenses related to ferry boat service, eligible projects include enhancements to terminals and connectivity to other modes of transportation.

L.3.2.2 Mobility on Demand Sandbox Demonstration Program

The Mobility on Demand (MOD) Sandbox Demonstration Program was the first program of its kind created by the FTA in 2016. The MOD program is part of a broader long-range policy visioning effort at the USDOT called Beyond Traffic. Although the MOD program has already fully allocated its budget of \$8 million in awards, future programs funding MOD demonstrations will likely follow in years to come. The MOD program funded innovative pilot projects in communities seeking to integrate mobility on demand services such as bike sharing, car sharing, and demand-responsive buses and vans with traditional transit services. The integration of smart phone technology across MOD services and transit was also a key component of many awarded programs. Eleven grants were awarded including one to The Vermont Agency of Transportation which received \$480,00 to create a statewide transit trip planner that will attempt to enable various non-fixed route mobility services to be integrated with fixed route transit services using smartphone technology.

L.4 Conclusion

This chapter offered ideas for funding sources to support the recommendations made in Chapter K to reduce parking demand in Downtown Portland, The Waterfront, and The Eastern Waterfront over the next ten years. In Table 54, each recommendation from Chapter K is listed with the relevant funding sources described here in Chapter L.

Table 54: Suggested Funding Sources for Recommendations

Recommendation	Suggested Initiation Timeframe	Suggested Local Funding Sources	Suggested Federal Funding Assistance
K.2.1	Explore the Formation of a Non-Profit Transportation Association		
Feasibility study	1 year	Contributions from the private sector to an existing association or to the City to manage the procurement of a feasibility study.	STBG Program has eligibility for planning projects.
Incorporation and startup	2 years	Membership dues. Some transportation associations also provide services for fees.	CMAQ program. The Association would need to demonstrate a mission that will result in air quality improvement. Transportation Management Associations, for example, are eligible for federal assistance under the CMAQ program with startup funding assistance and up to 3 years of operating assistance spread out over a maximum of 5 years.
K.2.2	Partner with Transportation Network Companies to Address Specific Parking Challenges		
Meet with TNC providers to discuss partnership and service	1 year	N/A	N/A
Develop a custom program for island residents	2 years	City funding, user fees, development impact fee, Special purpose on-street meter rate increase.	Park and ride lot projects are eligible under the STBG program, however use of federal funds for remote parking facilities and programs would preclude the City from collecting user fees beyond operation and maintenance of the parking lot. Park and Ride lot projects using federal funds must accommodate transit service and or traditional carpool/vanpool programs. A future successor to the FY 2016 MOD program may provide an opportunity for the City to create a project integrating bus and passenger ferry service with mobility on demand services using smartphone technology. Approved use of federal funds for programs that include mobility on demand services is a current and emerging topic of federal policy review.
Develop a custom program for low-wage earners	2 years	City funding, user fees, development impact fee, Special purpose on-street meter rate increase.	
Develop a remote park and ride lot strategy for visitors	3 years	City funding, user fees, development impact fee.	

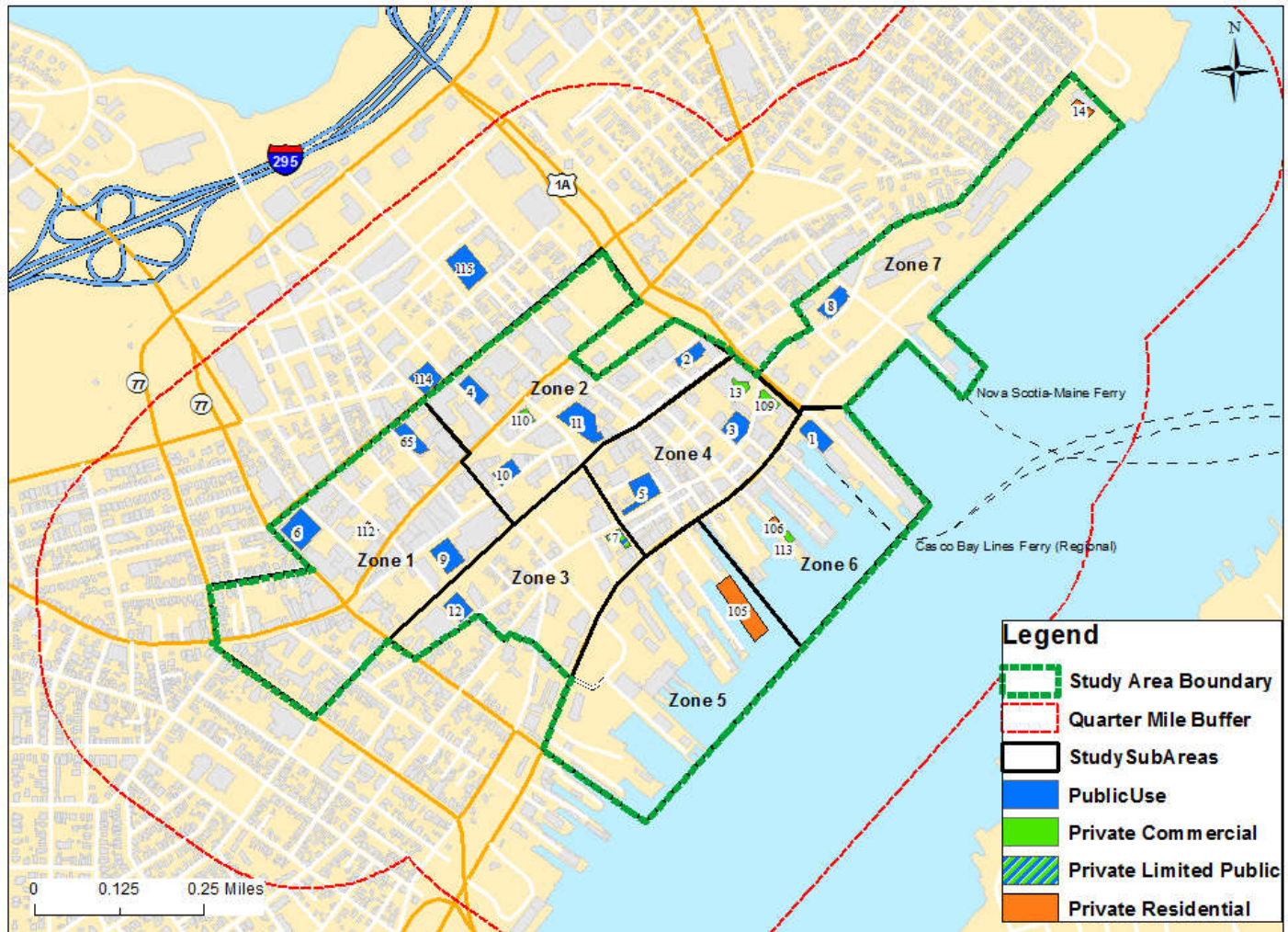
Recommendation	Suggested Initiation Timeframe	Suggested Local Funding Sources	Suggested Federal Funding Assistance
K.2.3	Expand Specific Island Resident Parking Permit Programs		
	1-2 years	City Funding. Funding for this recommendation could help offset future loss of revenue associated with the additional conversion of on-street spaces to unmetered hourly zones.	N/A
K.2.4	Pilot Test Higher Cost On-Street Parking in High Demand Areas		
Design Pilot Study	1 year	City Funding	N/A
Implement Pilot Study	2 years	City Funding	N/A
K.2.5	Extend On-Street Meter Hours to 8pm City Wide		
	2 years	City Funding for changes in signage, public awareness.	N/A
K.2.6	Improve Parking Management and Technology		
	1 year -ongoing	Continued private operator investment	The City could apply for wayfinding project grant under the CMAQ program. The project would need to demonstrate air quality benefits from improved wayfinding, e.g., decreased vehicular trip lengths.
K.2.7	Change Parking Requirements and Regulations		
	1 year	This recommendation could be reviewed during the upcoming re-write of the City's Land Use Code, already budgeted for FY2018.	N/A
K.2.8	Improve Parking Policies in the Context of Land Uses Permits		
	1 year	This recommendation could be reviewed during the upcoming re-write of the City's Land Use Code, already budgeted for FY2018.	N/A

Recommendation	Suggested Initiation Timeframe	Suggested Local Funding Sources	Suggested Federal Funding Assistance
K.2.9	Increase Car Sharing Use		
	1 year-ongoing	The City could review additional requirements in the Land Use Code for the creation of designated parking spaces for car sharing vehicles as part of future private developments.	While federal public transportation law does not consider car sharing as a form of public transportation, capital expenses related to the creation of parking spaces for car sharing programs at transit stops, transit centers, or passenger ferry terminals may be eligible for funding through the Urbanized Area Formula Grants Section 5307 or the Passenger Ferry Grant Program.
K.2.10	Continue Implementation of TDM Recommendations from the 2008 Peninsula Transit Study		
Additional TDM requirements for development	1 year-ongoing	This recommendation could be reviewed during the upcoming re-write of the City's Land Use Code, already budgeted for FY2018.	N/A
Transit Service Enhancements and Upgrades	3-5 years	City funding, development impact fee	STBG program, Section 5307
K.2.11	Additional Transit Recommendations		
Hack-a-thon, contest, or another incentive to engage users with the invention of new Portland area bus location smartphone apps.	1 year	City funding, private donations	N/A
Downtown circulator bus route	3-5 years	Development impact fee	STBG program, Section 5307
K.2.12	Bicycle Infrastructure		
	1 year-ongoing	City funding, development impact fee	STBG program, TA program. Bicycle infrastructure upgrades to ferry terminals may be eligible under the Passenger Ferry Program. A successor to the 2016 MOD program may present Portland with an opportunity to create a program to integrate

Recommendation	Suggested Initiation Timeframe	Suggested Local Funding Sources	Suggested Federal Funding Assistance
			bike sharing and bus or passenger ferry service while incorporating smartphone technology.
K.2.13	Convert Unrestricted Parking		
	3-5 years	City funding.	N/A
K.2.14	Marketing and Advertising		
	1 year-ongoing	City funding, Private/nonprofit funds/partnerships	N/A
K.2.15	Additional Data Collection		
	2 years	City funding, private donations	Data collection as part of planning activities could be eligible under the STBG program.
K.2.16	Construct New Structured Public Parking Supply		
	Depending on development. 3-7 years.	Private financing	N/A

M. Appendix A: Structured and Surface Lot Parking Inventory with Numbered Maps

Structured Parking Map with Numbered Index

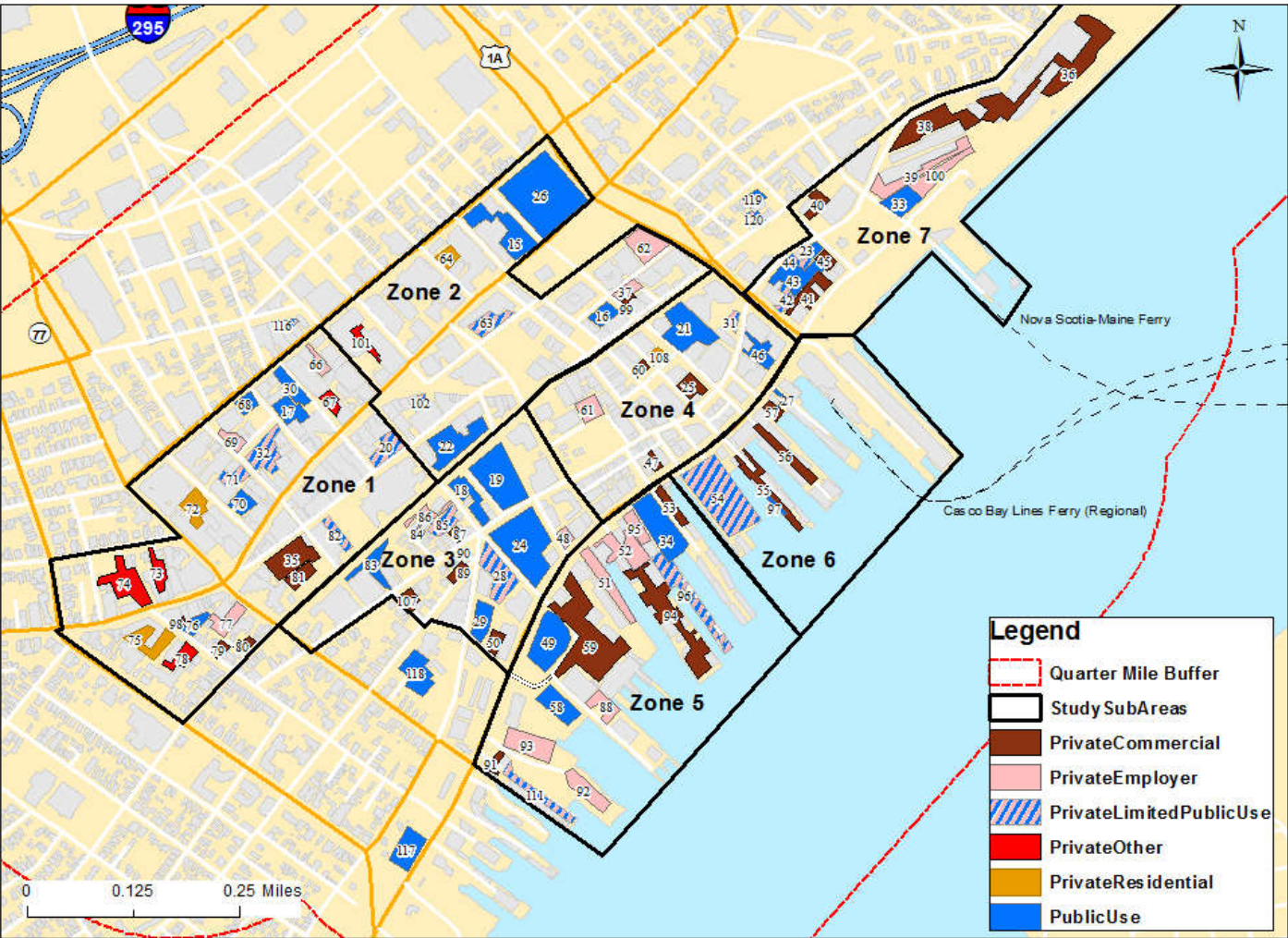


Capacity count methodology: For surface lots and structured parking included in the City's seasonal parking inventory, the published total of spaces were used. All remaining surface lots not included in the City inventory were manually counted using Google Earth aerial photography. For structured parking not included in the City inventory (which were typically private use garages), estimates were made using a combination of Google Earth aerial photography and Google Street View to determine the number of parking levels. The number of residential units associated with a private residential garage also informed private garage estimates.

Map Index for Structures

LOT_ID on Map	Name	Study Area Section	Spaces	Use Type	SubArea Zone
1	Casco Bay Parking Garage	Waterfront	418	Public Use	6
2	Cumberland County Courthouse Parking Garage	OldPort	328	Public Use	2
3	Custom House Parking Garage	OldPort	761	Public Use	4
4	Elm St Garage	OldPort	398	Public Use	2
5	Fore St. Parking Garage	OldPort	423	Public Use	4
6	Gateway Parking Garage	OldPort	655	Public Use	1
7	Portland Harbor Hotel Garage	OldPort	195	PrivateLimPub	3
8	Ocean Gateway Garage	EasternWaterfront	720	Public Use	7
9	Spring Street Garage	OldPort	565	Public Use	1
10	One City Center Garage	OldPort	600	Public Use	2
11	Temple Street Parking Garage	OldPort	620	Public Use	2
12	Holiday Inn by the Bay	OldPort	285	Public Use	3
13	Morgan Stanley_Citizens Bank Parking Garage	OldPort	200	Private Commercial	4
14	Portland House Parking Garage	Eastern Waterfront	111	Private Residential	7
65	Monument Square Garage	OldPort	340	Public Use	1
105	Chandlers Wharf	OldPort	150	Private Residential	5
106	Portland Pier Condos	OldPort	30	Private Residential	6
109	Bangor Savings Bank	Old Port	84	Private Commercial	4
110	2 Monument Way	OldPort	73	Private Commercial	2
112	Oak St Lofts	OldPort	37	Private Residential	1
113	Portland Pier Commercial Condos	Waterfront	20	Private Commercial	6
	Study Area Total		7,013		
	1/4 Mi Buffer Area				
114	Public Market Garage	1/4 mi Buffer Area	600	Public Use	
115	Chestnut St Garage	1/4 mi Buffer Area	450	Public Use	
	1/4 Mi Buffer Area		1,050		

Surface Lot Parking Map with Number Index



Map Index for Surface Lots

LOT_ID Map	NAME	Study Area Section	Spaces	Use Type	SubArea Zone
15	385 Congress St Lot	OldPort	130	PublicUse	2
16	66 Pearl St	OldPort	44	PublicUse	2
17	Casco St Lot	OldPort	25	PublicUse	1
18	Cotton & Center Parking Lot & Center St Par	OldPort	50	PublicUse	3
19	Portland Square Upper Visitor Lot	OldPort	237	PublicUse	3
20	J.B. Brown Parking Lot on Free St.	OldPort	44	PrivateLimPub	1
21	Middle & Pearl Parking Lot	OldPort	208	PublicUse	4
22	Midtown Parking Lot	OldPort	175	PublicUse	2
23	Omni Park System/Casa Parking Lot	Eastern Waterfront	20	PublicUse	7
24	Portland Square Lower Monthly Lot	OldPort	300	PublicUse	3
25	Regency Hotel Parking Lot	OldPort	45	Private Commercial	4
26	Top of the Old Port	OldPort	540	PublicUse	2
27	68 Commercial St	Waterfront	17	PublicUse	6
28	Baxter Place Lot	OldPort	100	PrivateLimPub	3
29	14 York St Parking Lot	OldPort	50	PublicUse	3
30	52 Brown St Lot	OldPort	69	PublicUse	1
31	Hub Furniture Lot	OldPort	32	PrivateLimPub	4
32	Sheply Lot	OldPort	59	PrivateLimPub	1
33	Thames St Hourly Lot	Eastern Waterfront	75	PublicUse	7
34	Fisherman's Wharf Parking Lot	Waterfront	250	PublicUse	5
35	Free St Parking Lot	OldPort	155	Private Commercial	1
36	58 Fore St Narrow Gauge RR	Eastern Waterfront	200	Private Commercial	7
37	198 Newbury St	OldPort	21	PrivateEmployer	2
38	100 Fore St	Eastern Waterfront	142	Private Commercial	7
39	144 Fore St	Eastern Waterfront	82	PrivateEmployer	7
40	Micucci Grocery Store	Eastern Waterfront	30	Private Commercial	7
41	19-39 Commercial St	Eastern Waterfront	66	Private Commercial	7
42	15 Franklin St	Eastern Waterfront	33	PrivateLimPub	7
43	Simba Parking	Eastern Waterfront	115	PublicUse	7

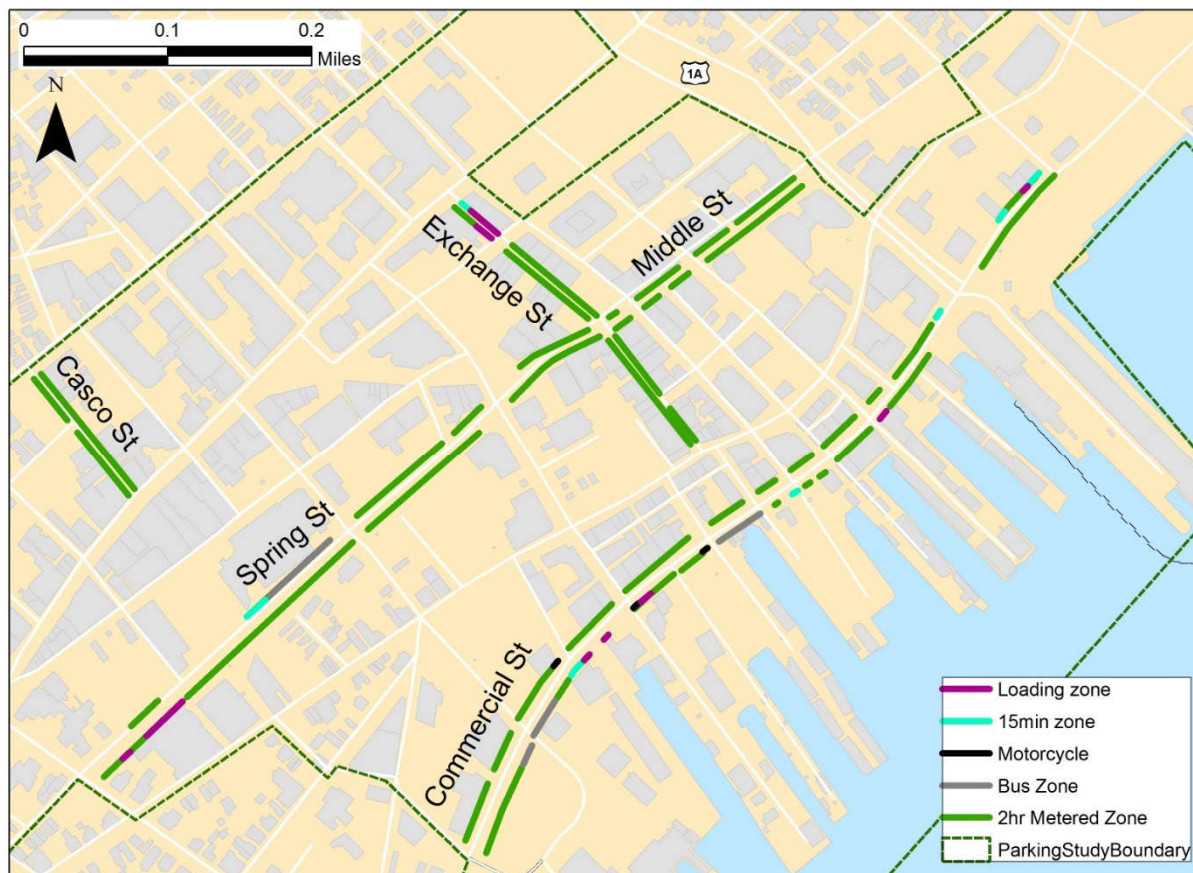
LOT_ID Map	NAME	Study Area Section	Spaces	Use Type	SubArea Zone
44	208 Fore St	Eastern Waterfront	23	PrivateLimPub	7
45	1 Commercial St	Eastern Waterfront	26	Private Commercial	7
46	East Brown Cow Lot 75 Commercial St	OldPort	46	PublicUse	4
47	185 Commercial St	OldPort	20	Private Commercial	4
48	Memic Lot	OldPort	20	PrivateEmployer	3
49	Portland Fish Pier Front Lot	Waterfront	165	PublicUse	5
50	Courtyard Portland Lot	OldPort	22	Private Commercial	3
51	254 Commercial St Wharf	Waterfront	72	PrivateEmployer	5
52	36 Union Wharf	Waterfront	60	PrivateEmployer	5
53	2-422 Chandler's Wharf	Waterfront	46	Private Commercial	5
54	DiMillo's Parking Lot (Long Wharf)	Waterfront	317	PrivateLimPub	6
55	Portland Pier Private Parking	Waterfront	38	Private Commercial	6
56	Custom House Wharf	Waterfront	70	Private Commercial	6
57	90 Commercial St	Waterfront	25	Private Commercial	6
58	Portland Fish Pier Back Lot	Waterfront	105	PublicUse	5
59	6 Portland Fish Pier	Waterfront	100	Private Commercial	5
60	99 Silver St	OldPort	25	Private Commercial	4
61	11 Patton Court Lot	OldPort	35	PrivateEmployer	4
62	Cumberland Register of Probate Lot	OldPort	44	PrivateEmployer	2
63	400 Congress St	OldPort	36	PrivateLimPub	2
64	Chestnut St Lofts Lot	OldPort	37	Private Residential	2
66	340 Cumberland Ave	OldPort	35	PrivateEmployer	1
67	Maine Historical Society	OldPort	37	PrivateOther	1
68	380 Cumberland Ave Lot	OldPort	26	PublicUse	1
69	Fairpoint Communications Lot	OldPort	19	PrivateEmployer	1
70	Venture (VIP) Parking Lot	OldPort	48	PublicUse	1
71	84 Oak St	OldPort	35	PrivateLimPub	1
72	Congress Square Apartments	OldPort	48	Private Residential	1
73	12 Deering Place	OldPort	35	PrivateOther	1
74	645 Congress Lot	OldPort	76	PrivateOther	1
75	Lafayette Square Lot	OldPort	82	Private Residential	1

LOT_ID Map	NAME	Study Area Section	Spaces	Use Type	SubArea Zone
76	622 Congress St	OldPort	40	PublicUse	1
77	WCSH 6	OldPort	82	PrivateEmployer	1
78	Episcopal Church Lot	OldPort	40	PrivateOther	1
79	125 Park St	OldPort	25	Private Commercial	1
80	127 Spring St	OldPort	26	Private Commercial	1
81	87 Spring St	OldPort	44	Private Commercial	1
82	Maine Health Lot	OldPort	37	PrivateLimPub	1
83	Holiday Inn by the Bay Lot	OldPort	35	PublicUse	3
84	17 south St	OldPort	23	PrivateEmployer	3
85	52 Center St Parking Lot	OldPort	63	PrivateLimPub	3
86	70 Center St	OldPort	31	PrivateEmployer	3
87	9 Pleasant St	OldPort	22	Private Commercial	3
88	Portland Fish Pier Employee Lot	Waterfront	37	PrivateEmployer	5
89	Yosaku Restaurant Lot	OldPort	30	Private Commercial	3
90	10 Pleasant St	OldPort	6	Private Residential	3
91	Hobson's Pier	Waterfront	25	Private Commercial	5
92	US Coast Guard	Waterfront	50	PrivateEmployer	5
93	Gulf of Maine Research Inst.	Waterfront	82	PrivateEmployer	5
94	48 Union Wharf	Waterfront	90	Private Commercial	5
95	13 Widgery Wharf	Waterfront	60	PrivateEmployer	5
96	1-39 Widgery Wharf	Waterfront	75	PrivateLimPub	5
97	Portland Pier Public Parking	Waterfront	15	PublicUse	6
98	626 Congress St	OldPort	11	Private Commercial	1
99	Church St Lot	OldPort	6	Private Commercial	2
100	Thames St Permit Lot	Eastern Waterfront	200	PrivateEmployer	7
101	465 Congress St	OldPort	15	PrivateOther	2
102	6 Monument Sq	OldPort	31	PrivateLimPub	2
107	58 Pleasant St	OldPort	40	Private Commercial	3
108	Storer Condos	OldPort	27	Private Residential	4
111	254 Commercial St	Waterfront	50	PrivateLimPub	5
	Total		6,405		

LOT_ID Map	NAME	Study Area Section	Spaces	Use Type	SubArea Zone
	Buffer Area				
116	Maria's Ristorante	1/4 mi Buffer Area	25	PrivateLimPublic	
117	Angelo's Acre	1/4 mi Buffer Area	65	PublicUse	
118	52 Danforth	1/4 mi Buffer Area	100	PublicUse	
119	62 India St	1/4 mi Buffer Area	47	PublicUse	
120	59 Middle St	1/4 mi Buffer Area	20	PrivateLimPublic	
	Total		257		

N. Appendix B: On-Street Parking Observed Data Maps and Charts

The On-Street Parking Observed Sample Coverage Locations

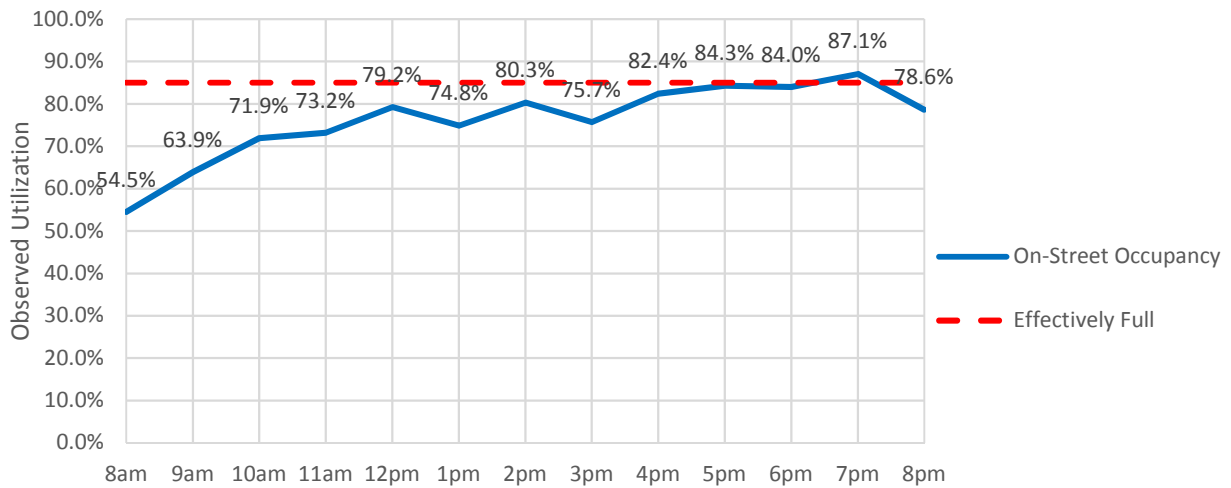


On-street parking supply for the street block faces designated above were counted manually in the field. Five observers were assigned individual data collection routes. Parking occupancy was collected by recording the last three digits of parked vehicle license plates hourly between 8am and 8pm on a Thursday, December 1, 2017 and between 10am and 8pm on a Saturday, December 3, 2016.

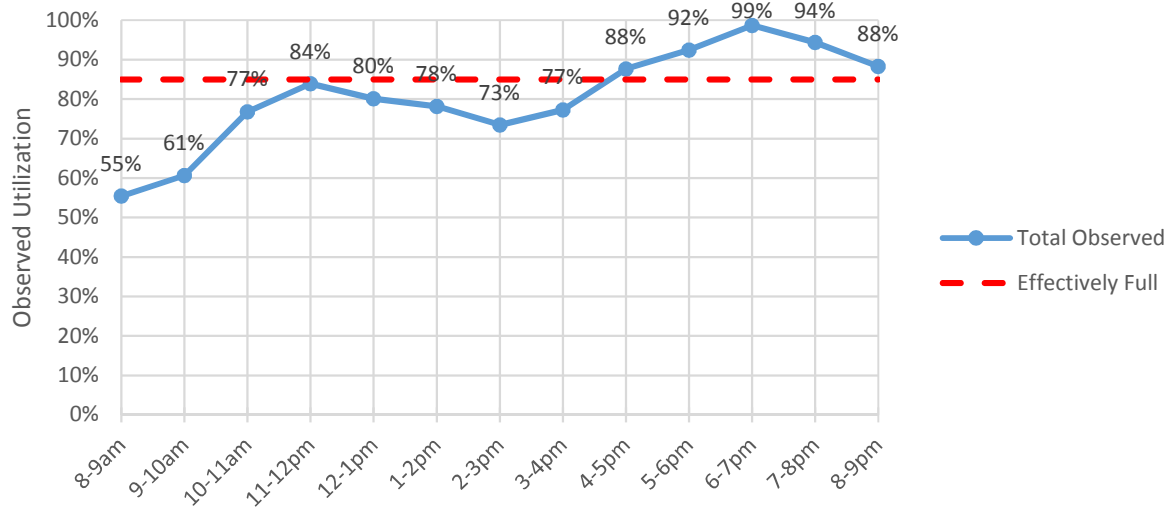
Total on-street parking capacity for the remainder of the study area was counted manually using Google Street View with edits from the City on the recently developed Eastern Waterfront.

Charts of Thursday 12/01/16 On-Street Parking Occupancy Observed Sample Results

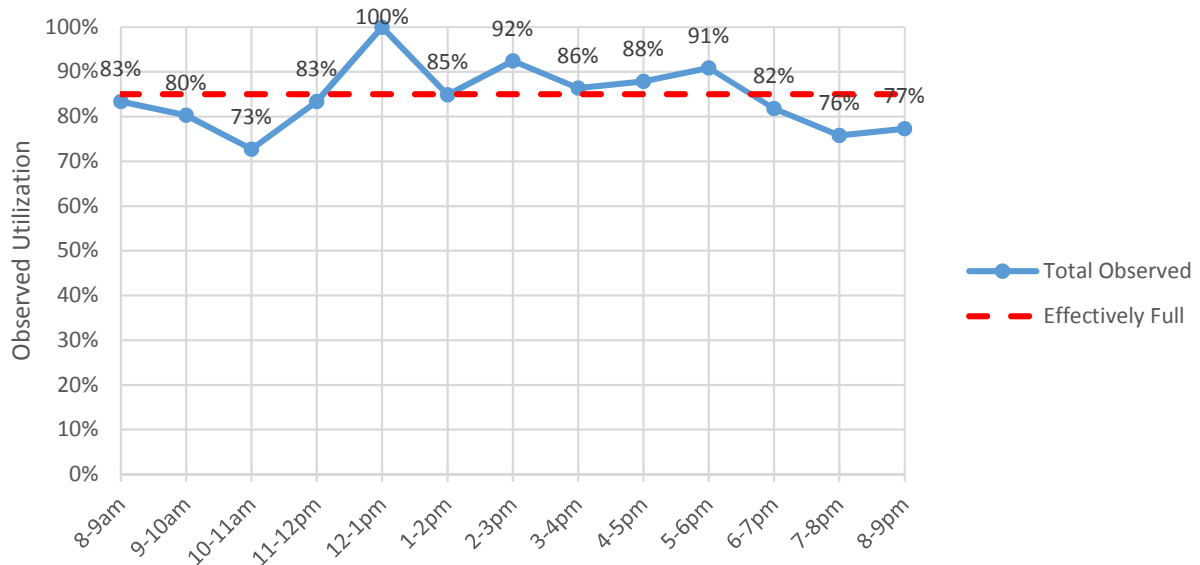
Overall Thursday Results: Parking Occupancy on All Streets Combined



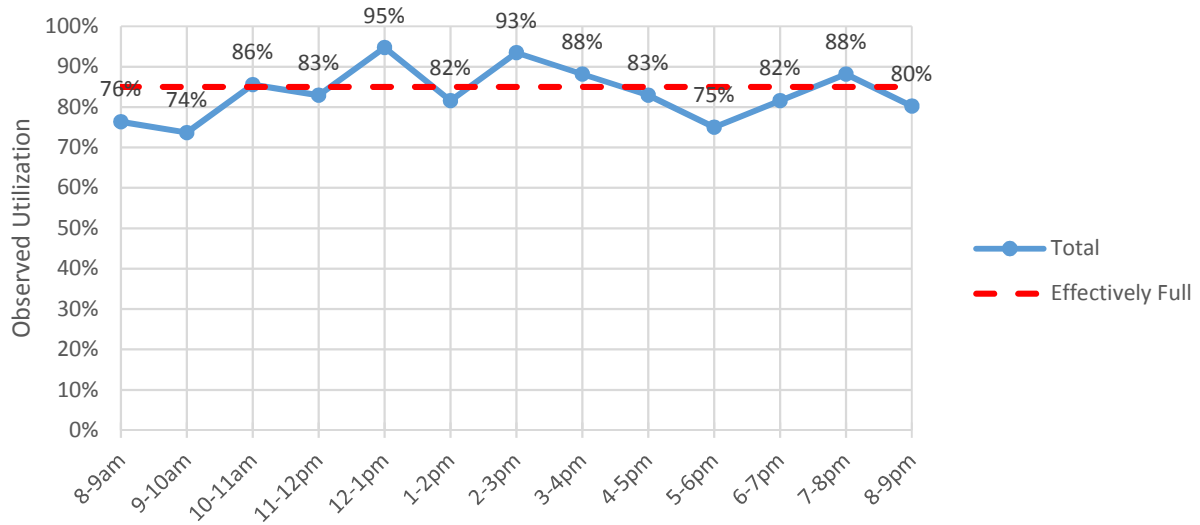
Commercial St: Thursday Parking Occupancy



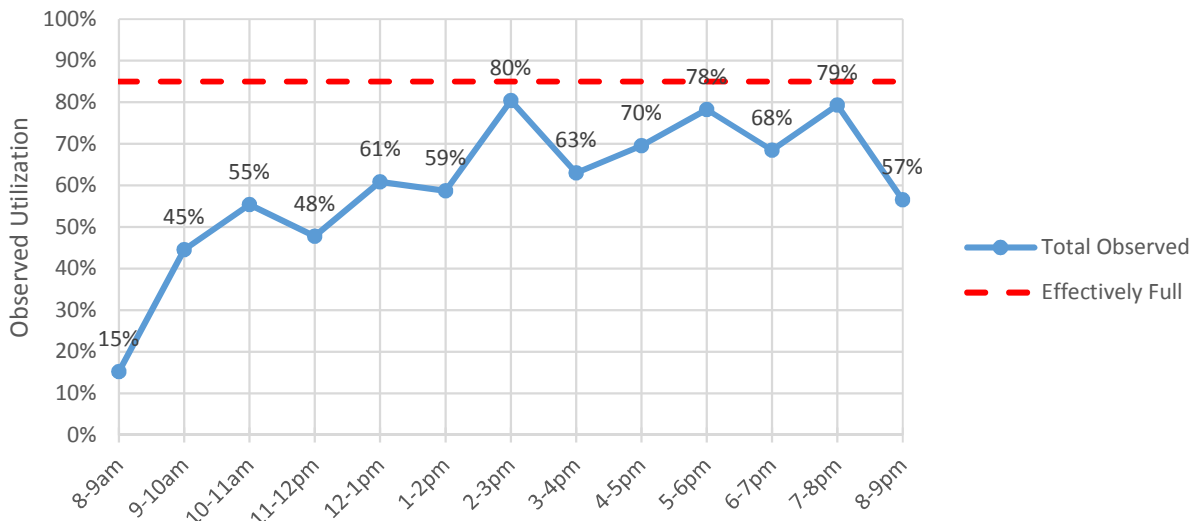
Exchange St: Thursday Parking Occupancy



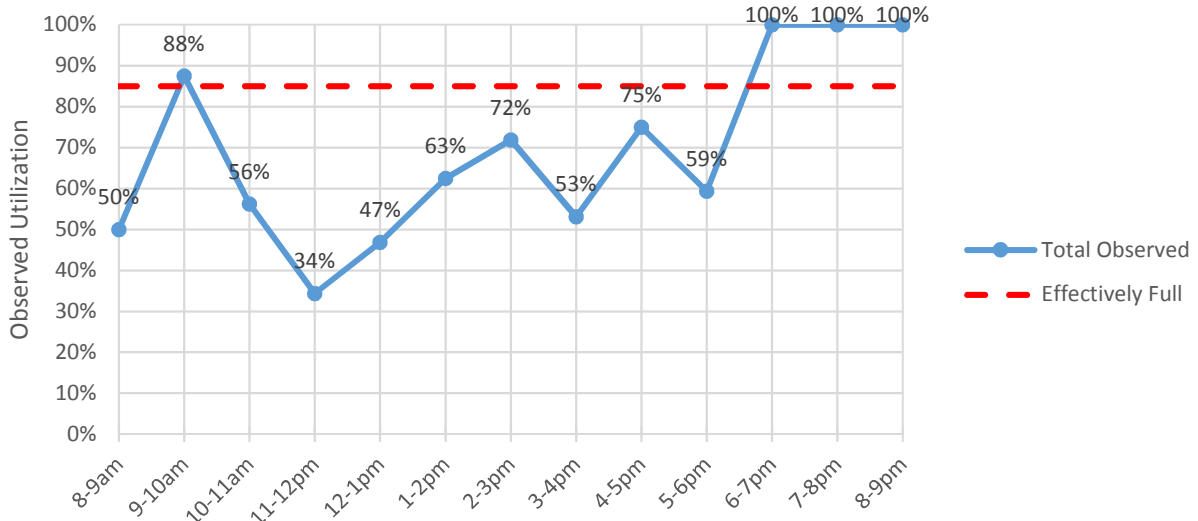
Middle St: Thursday Parking Occupancy



Spring St: Thursday Parking Occupancy

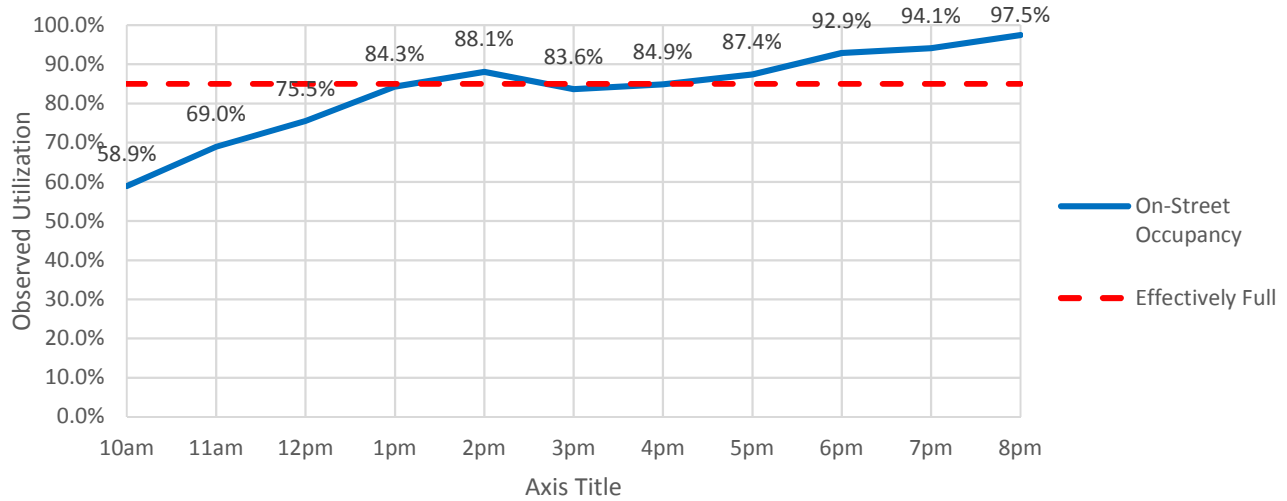


Casco St: Thursday Parking Occupancy

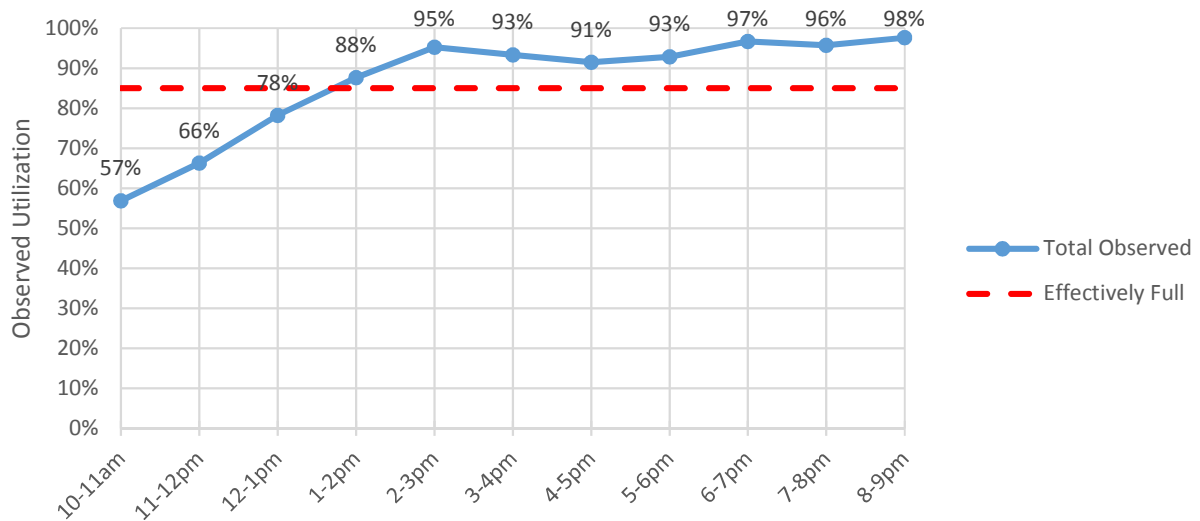


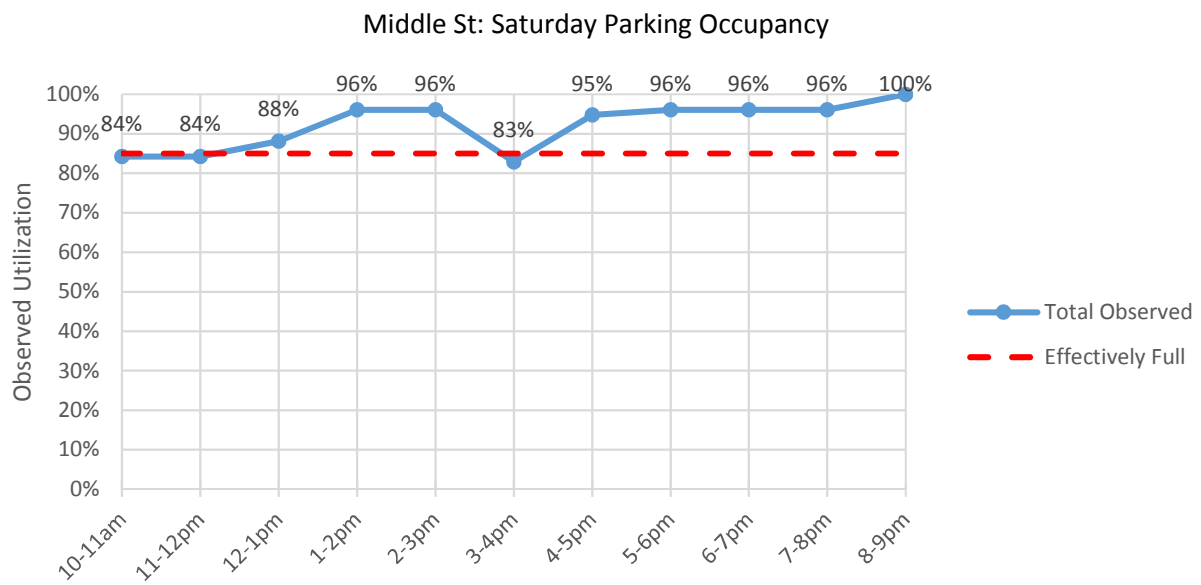
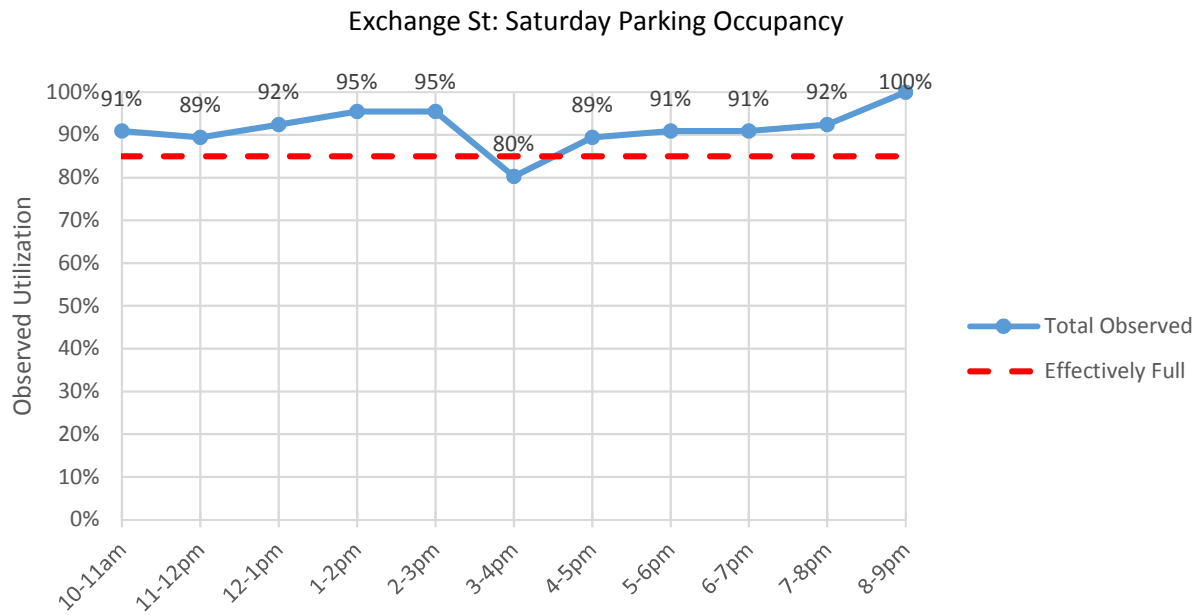
Charts of Saturday 12/03/16 On-Street Parking Occupancy Observed Sample Results

Overall Saturday Results: Parking Occupancy on All Streets Combined

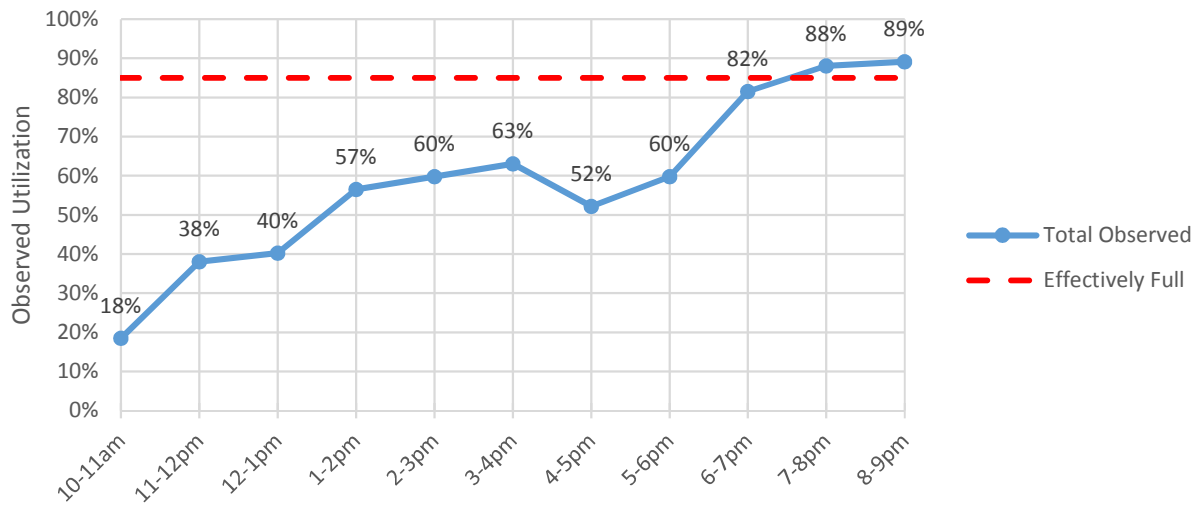


Commercial St: Saturday Parking Occupancy

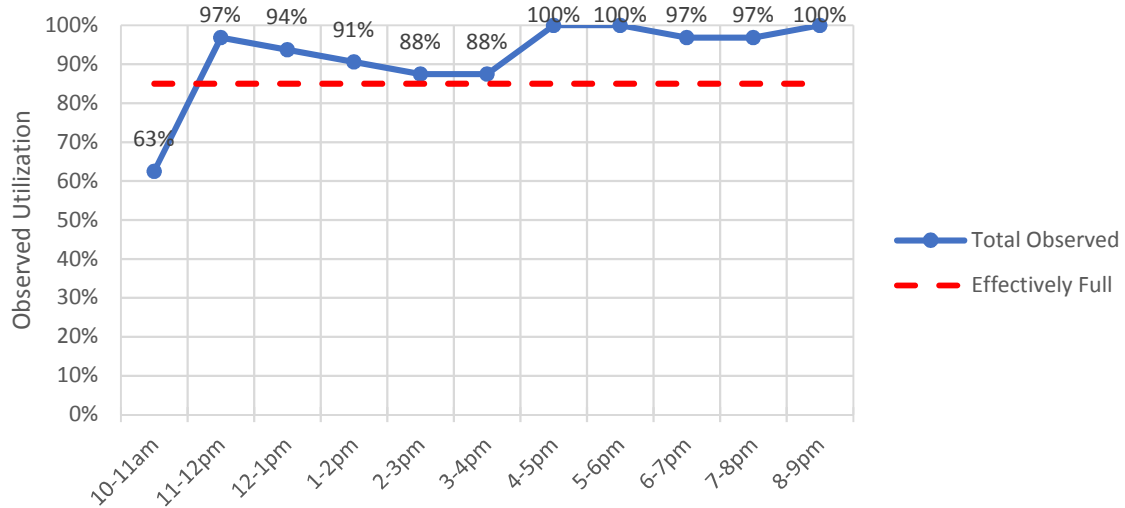




Spring St: Saturday Parking Occupancy

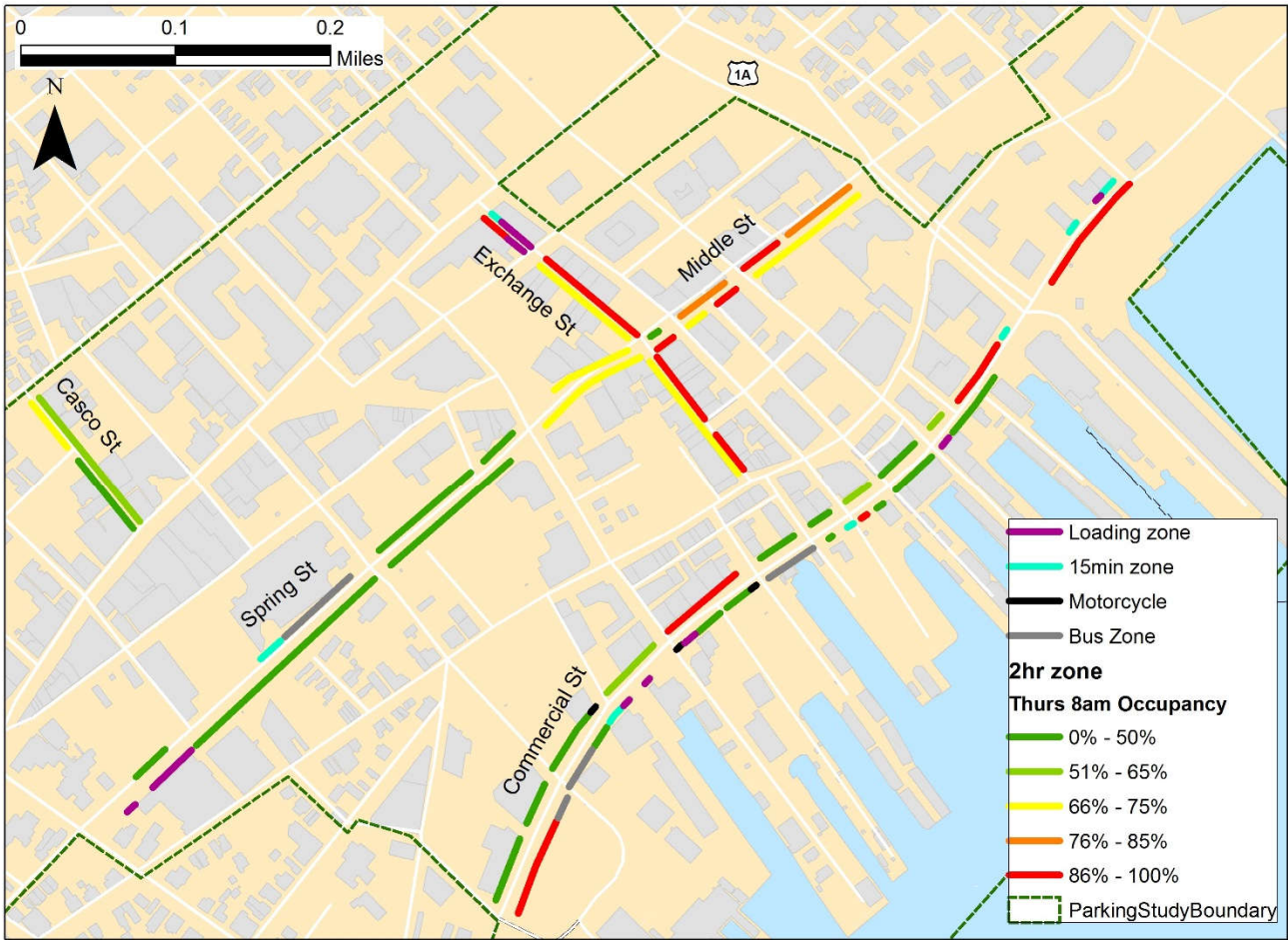


Casco St: Saturday Parking Occupancy

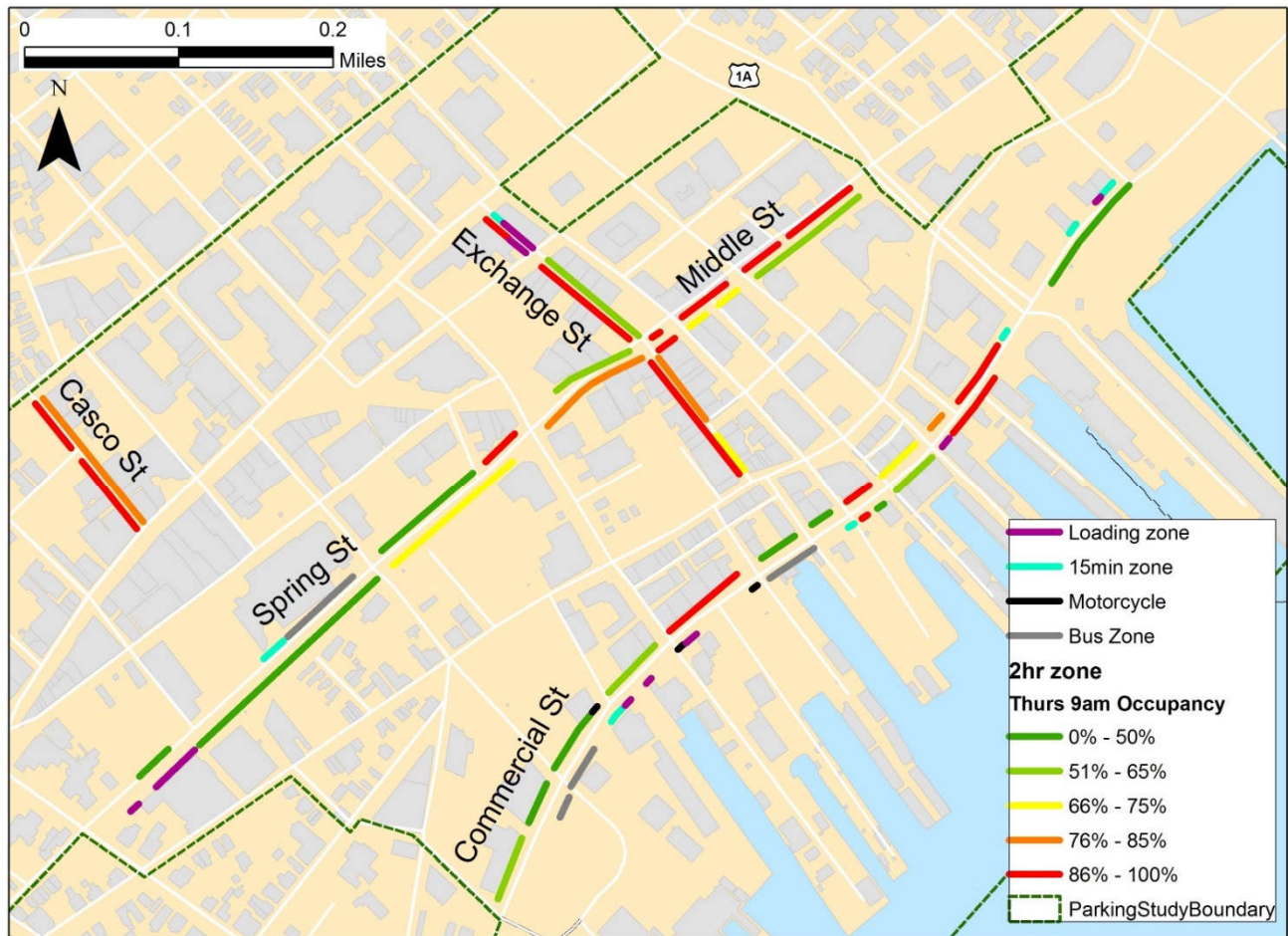


Maps of Thursday 12/01/16 On-Street Parking Occupancy Observed Sample Results

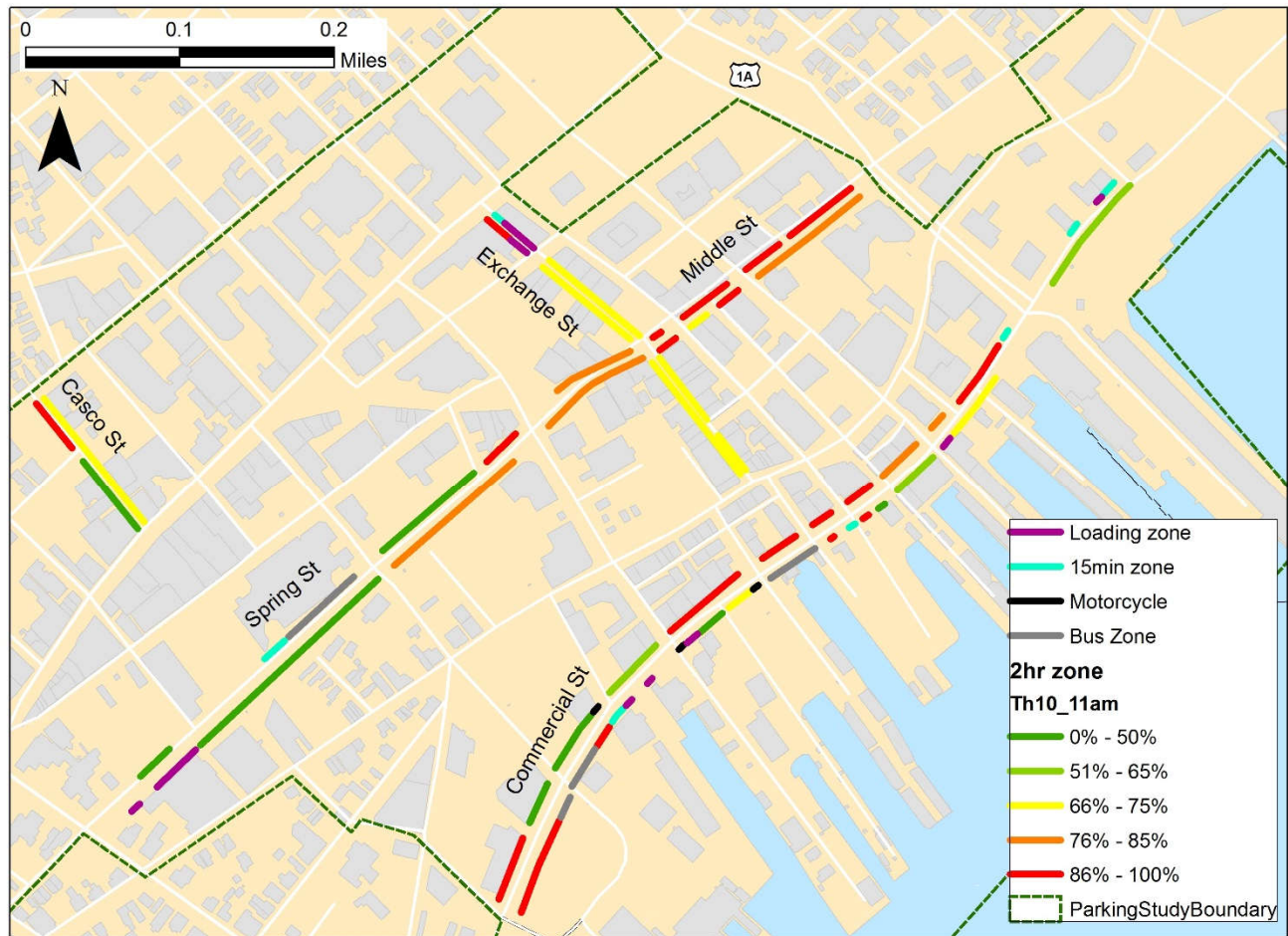
Thursday 8am Parking Occupancy in Metered Zones



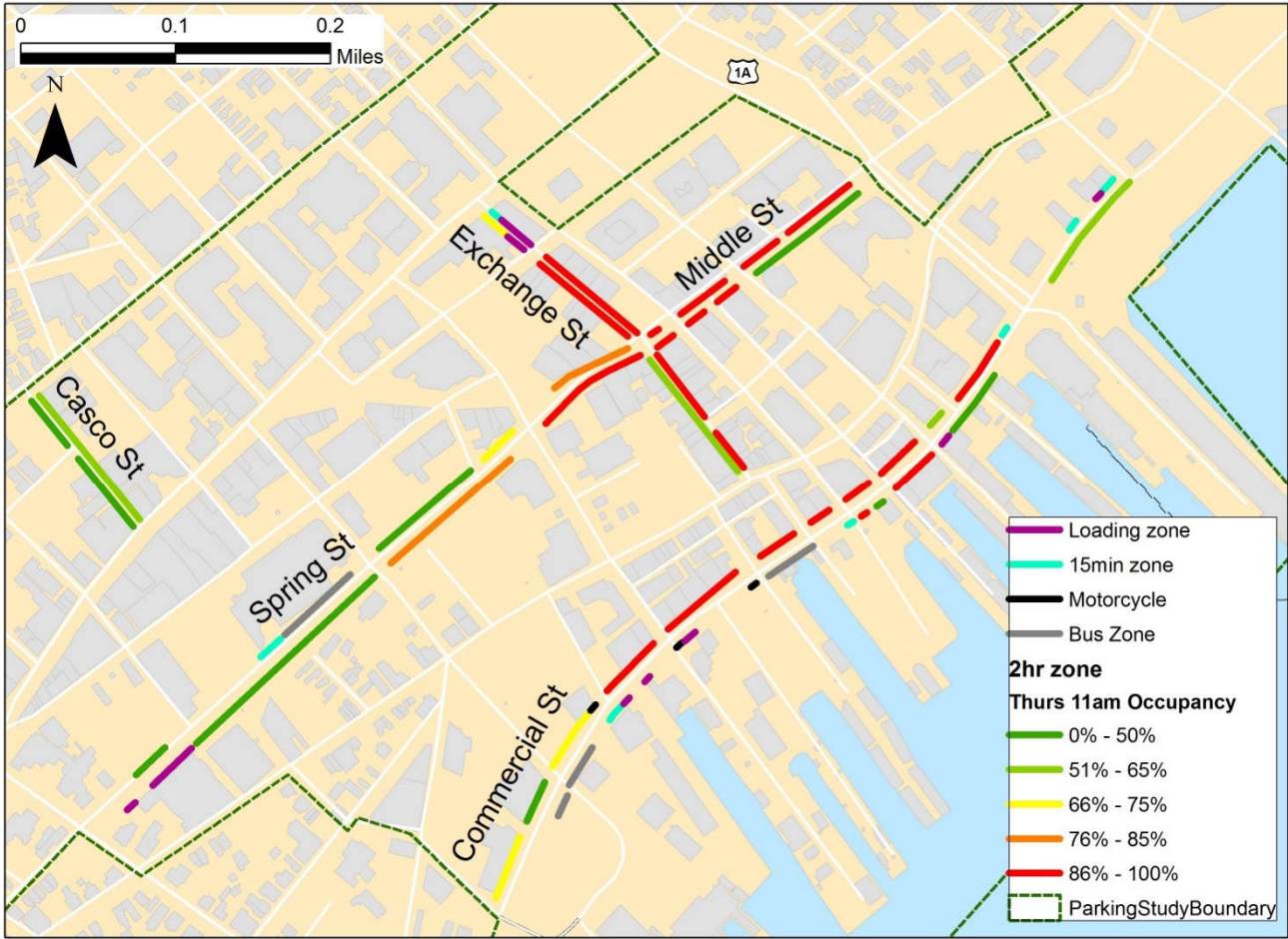
Thursday 9am Parking Occupancy in Metered Zones



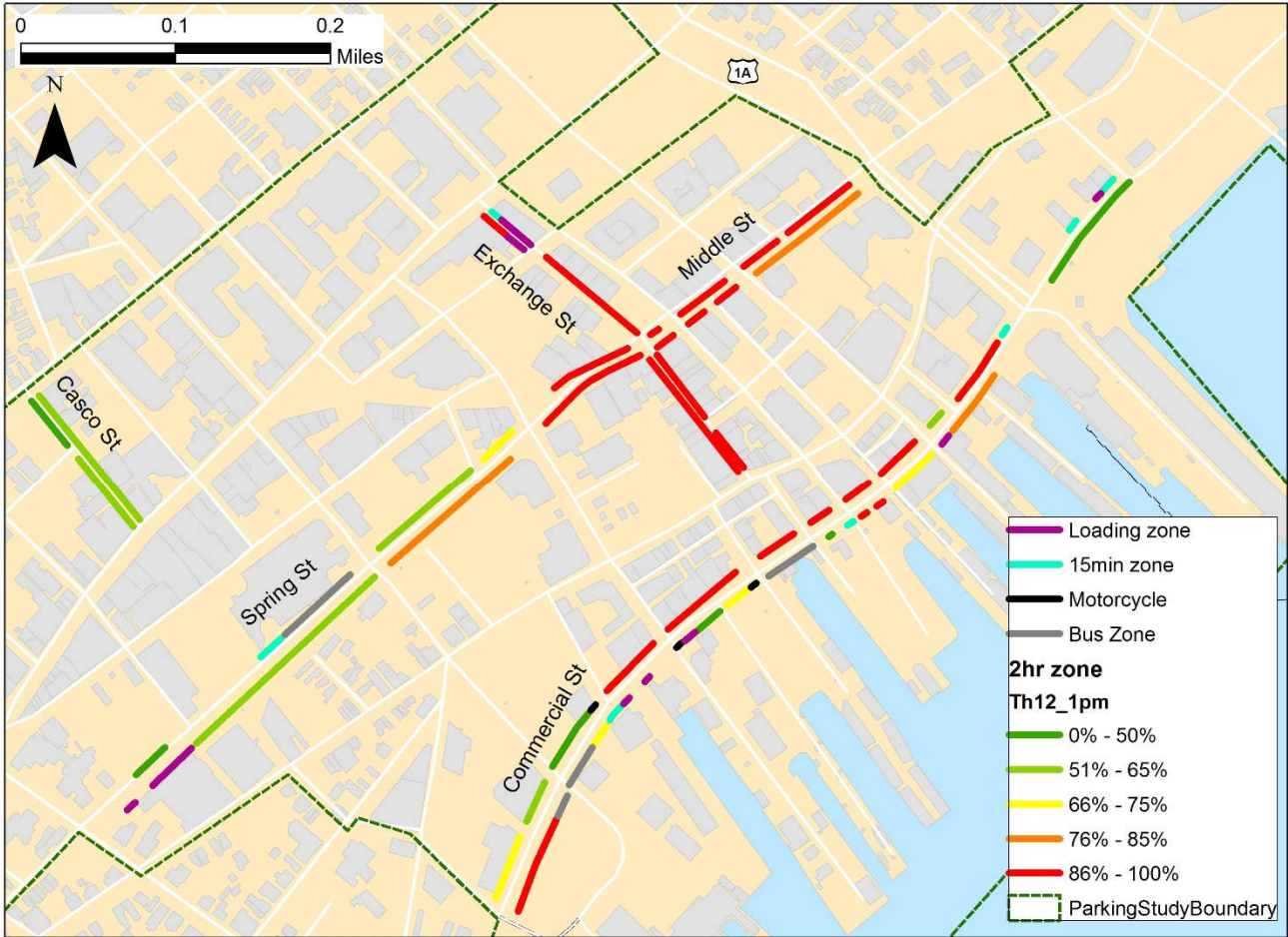
Thursday 10am Parking Occupancy in Metered Zones



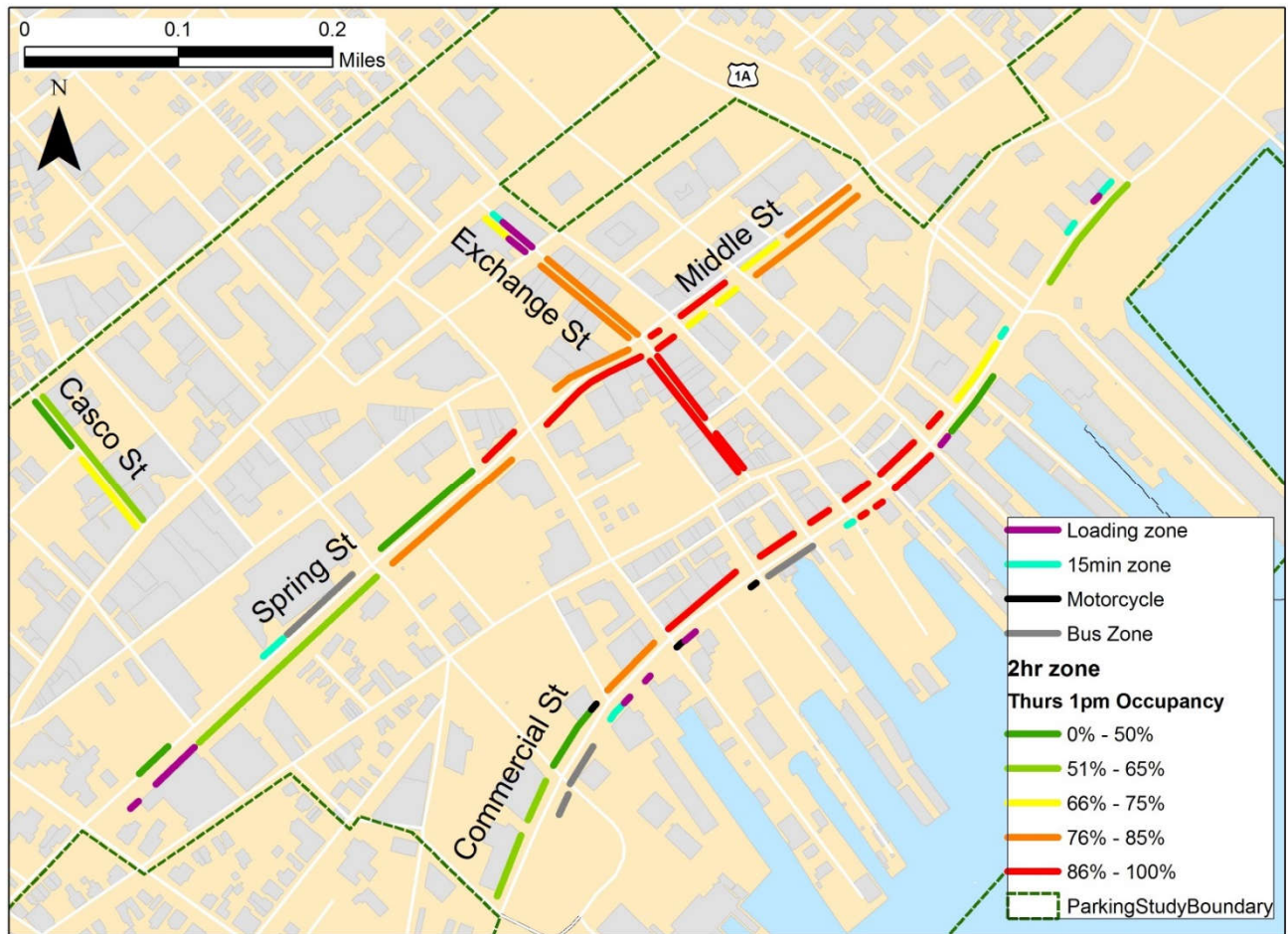
Thursday 11am Parking Occupancy in Metered Zones



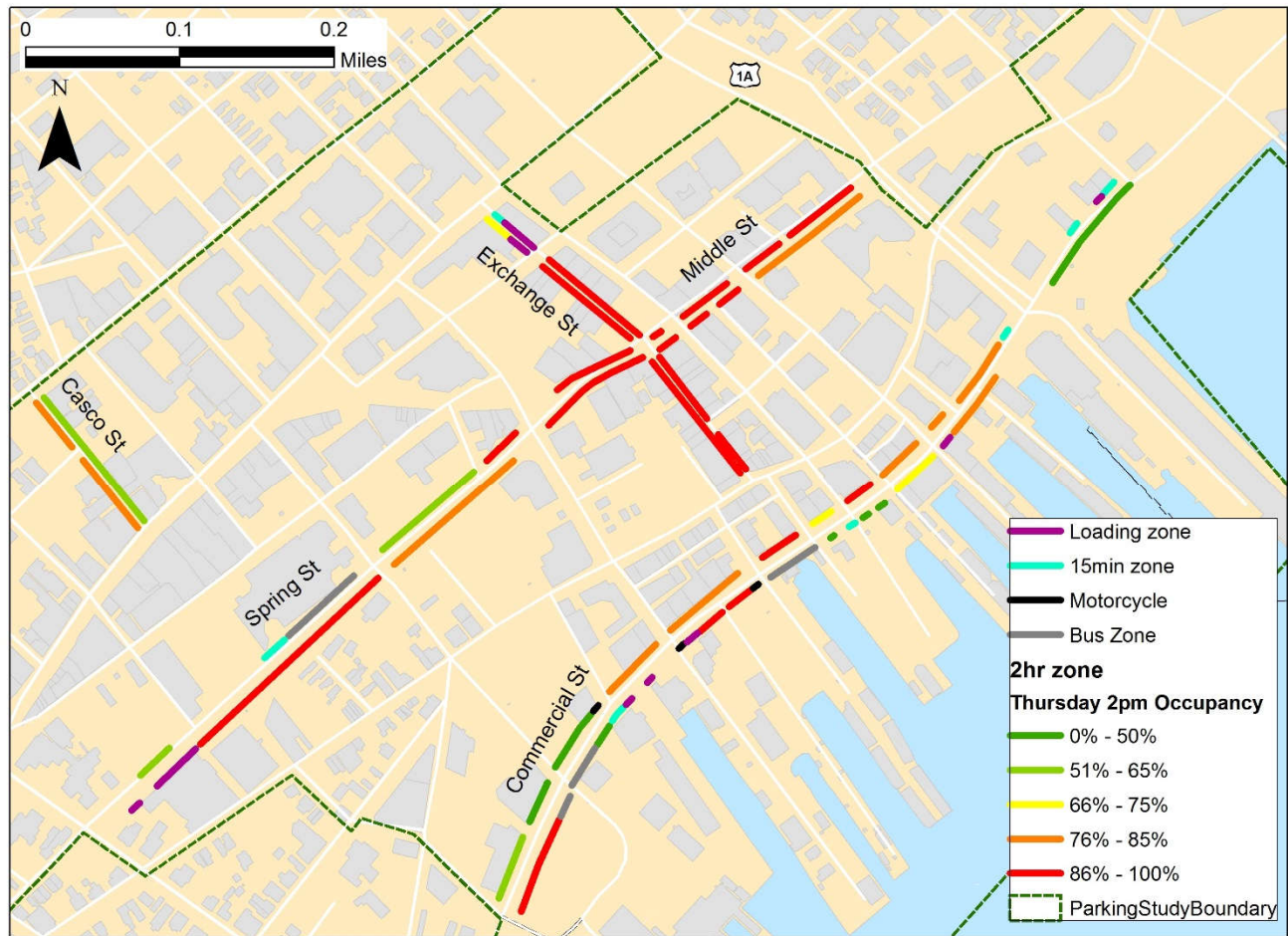
Thursday 12pm Parking Occupancy in Metered Zones



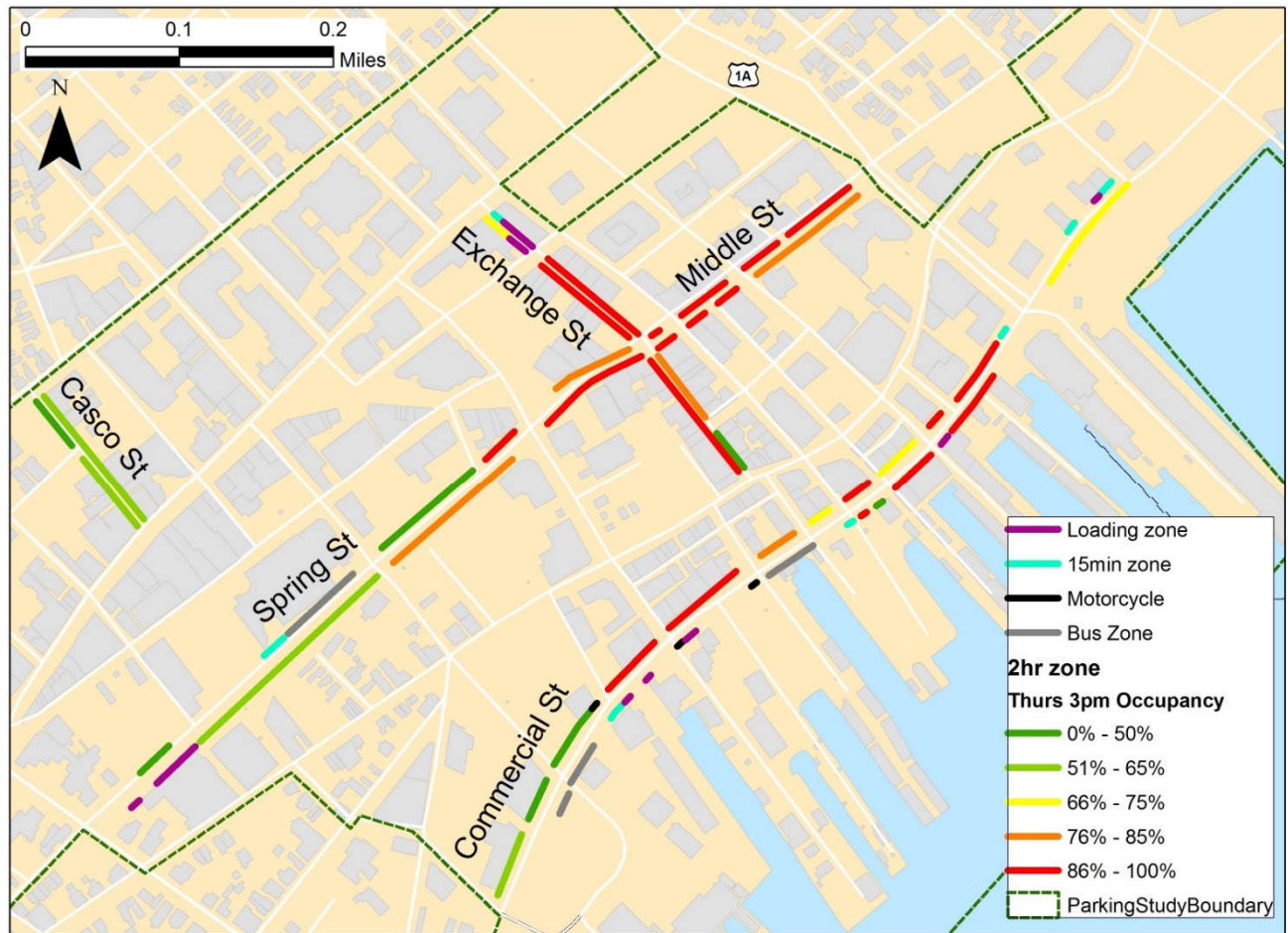
Thursday 1pm Parking Occupancy in Metered Zones



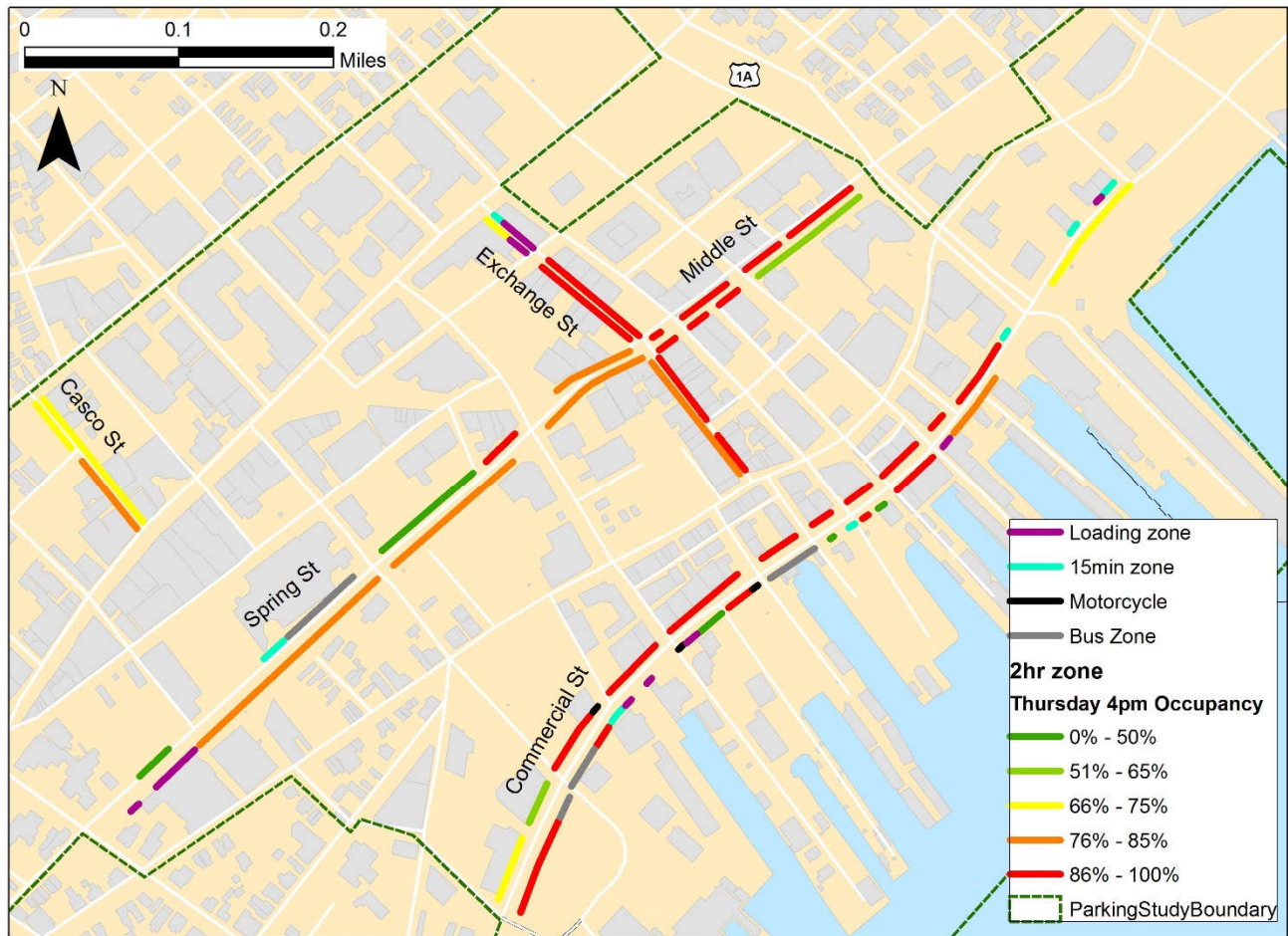
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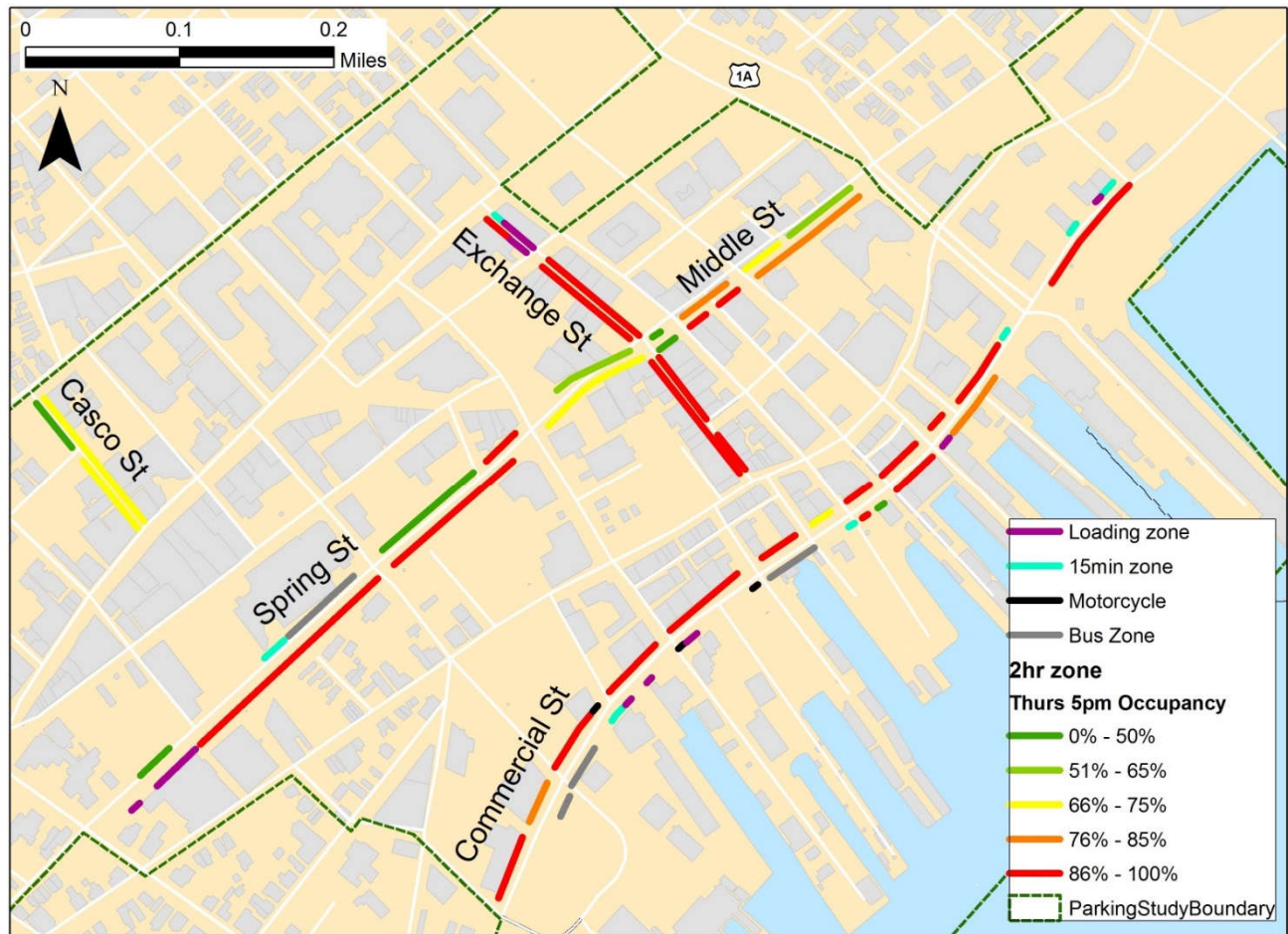
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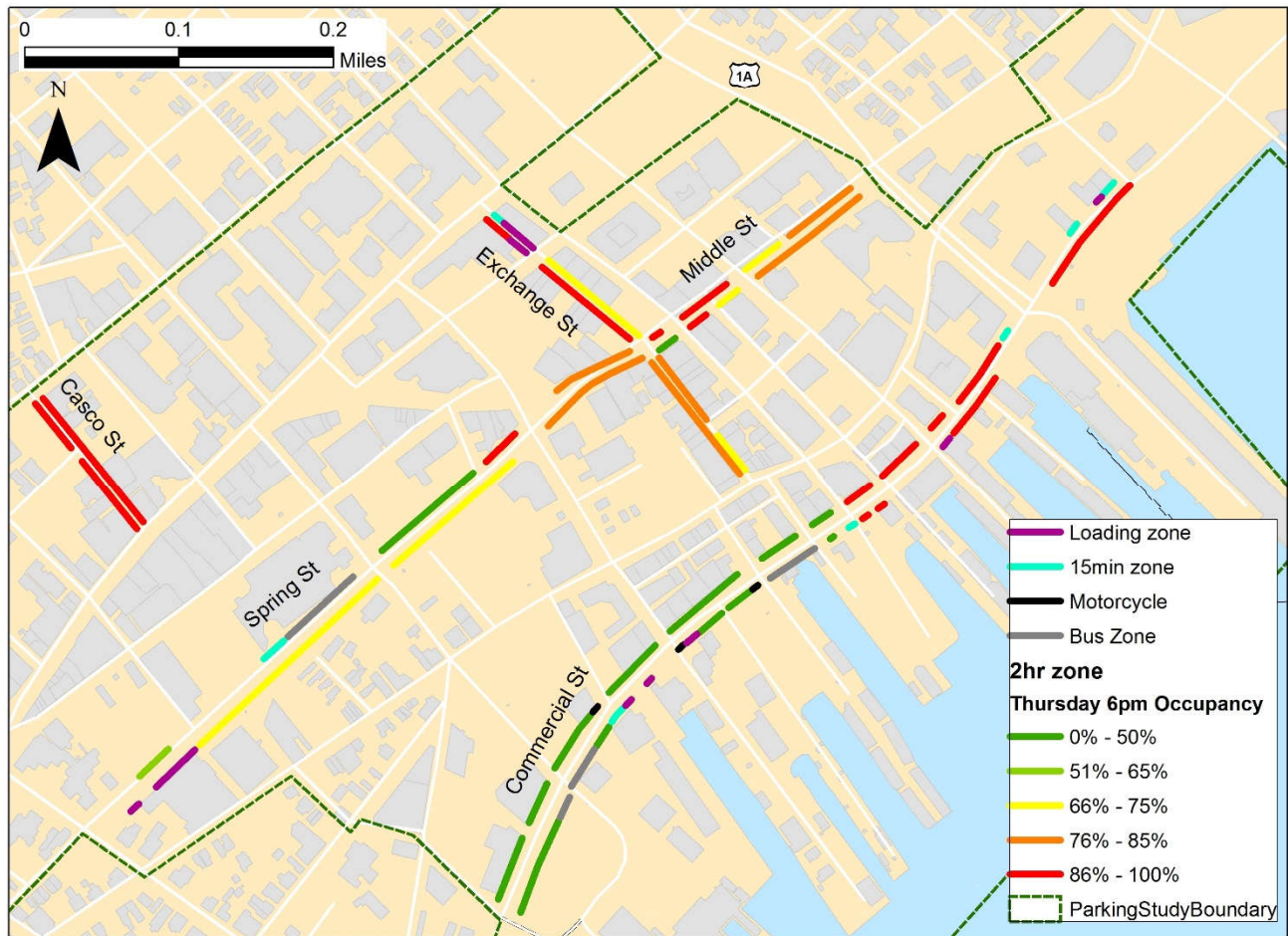
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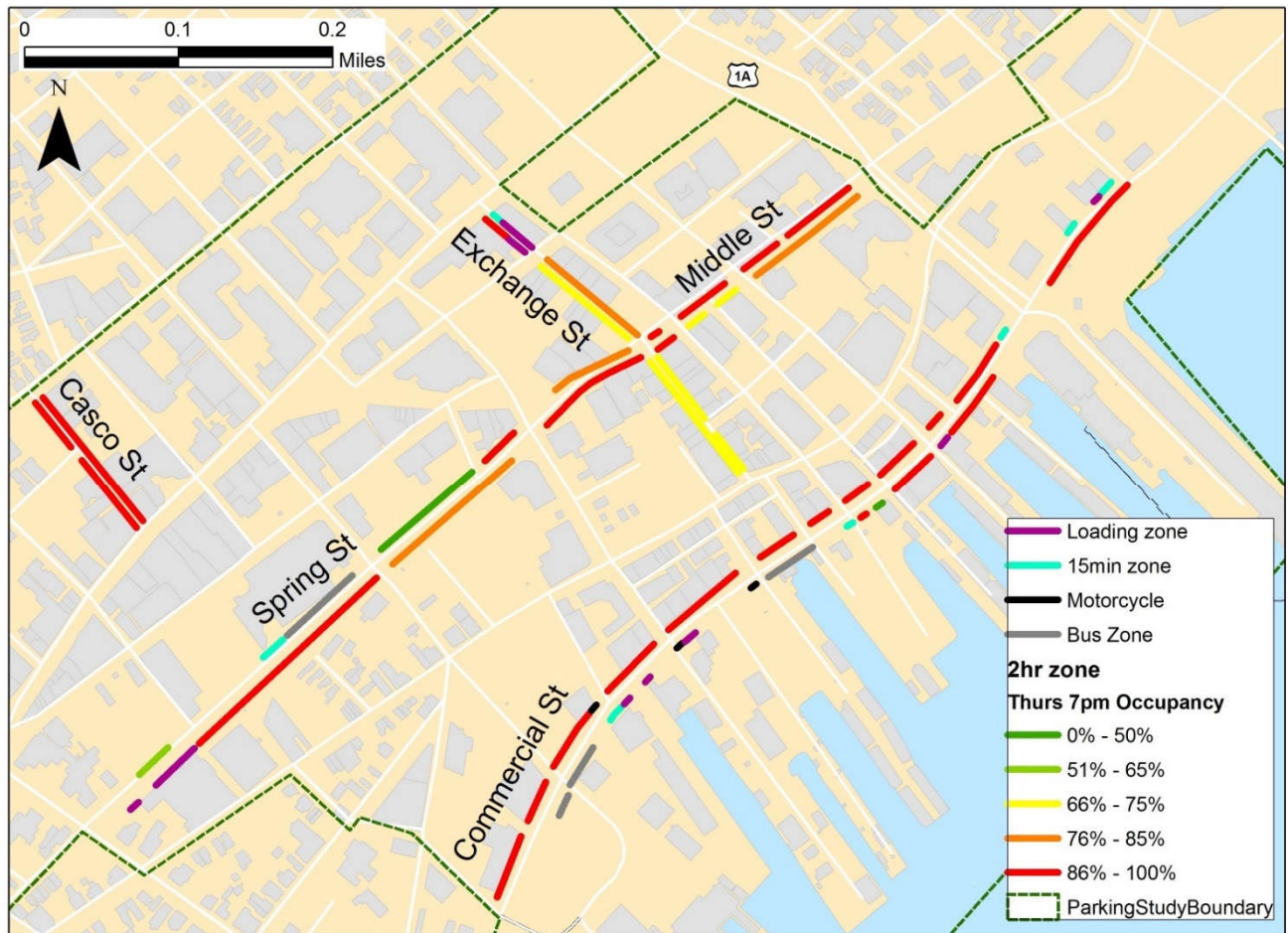
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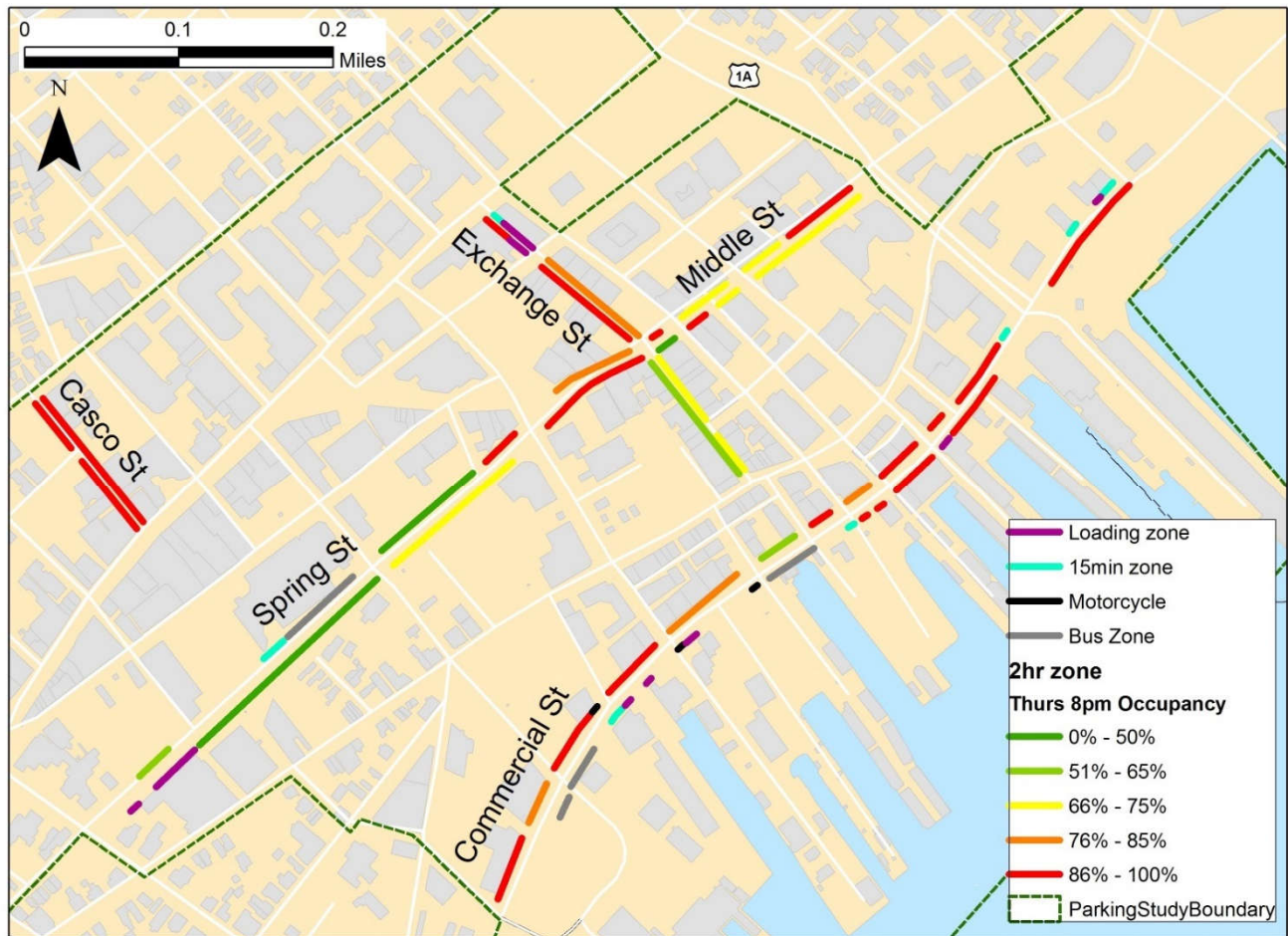
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Thursday 7pm Parking Occupancy in Metered Zones

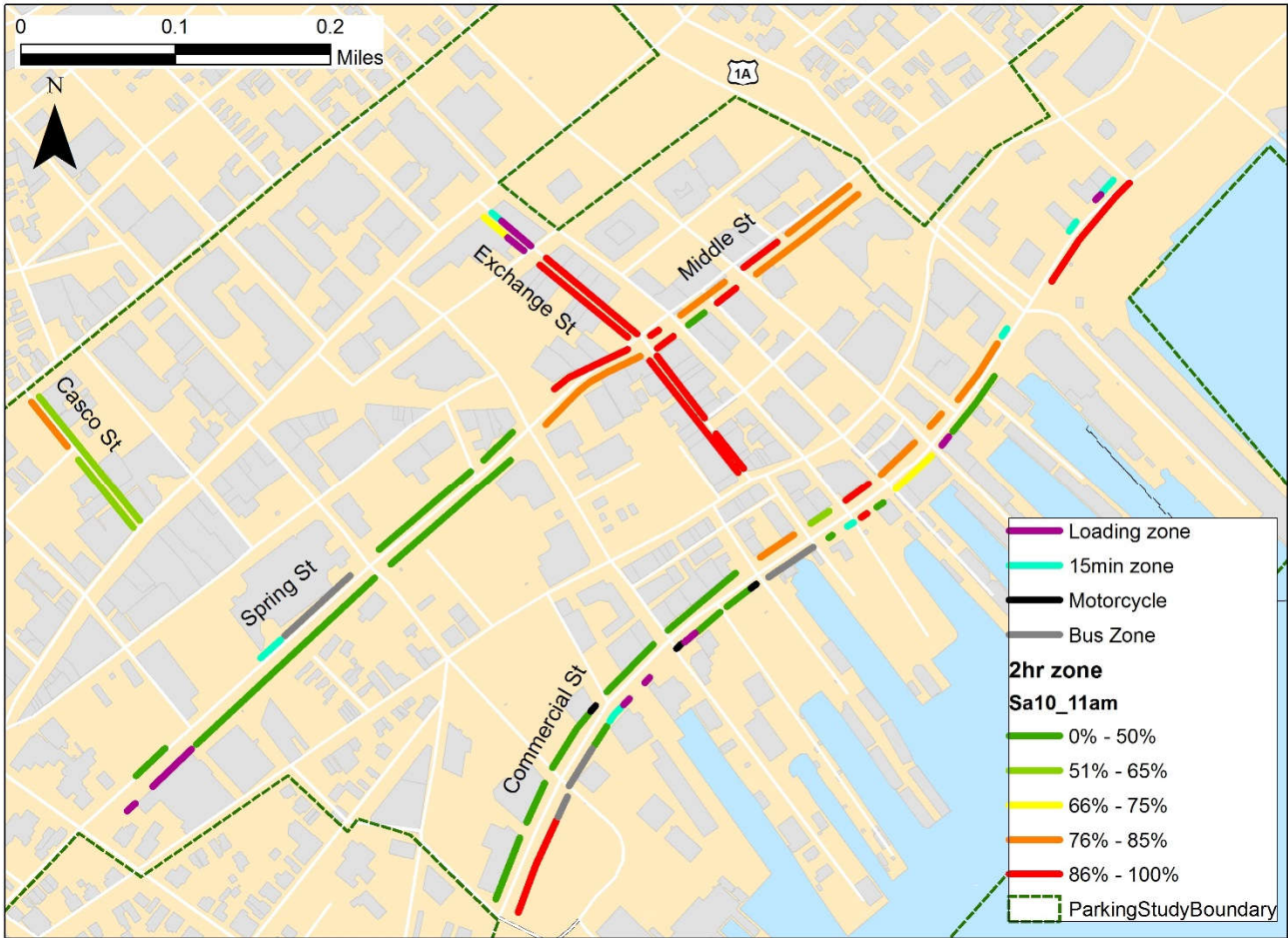


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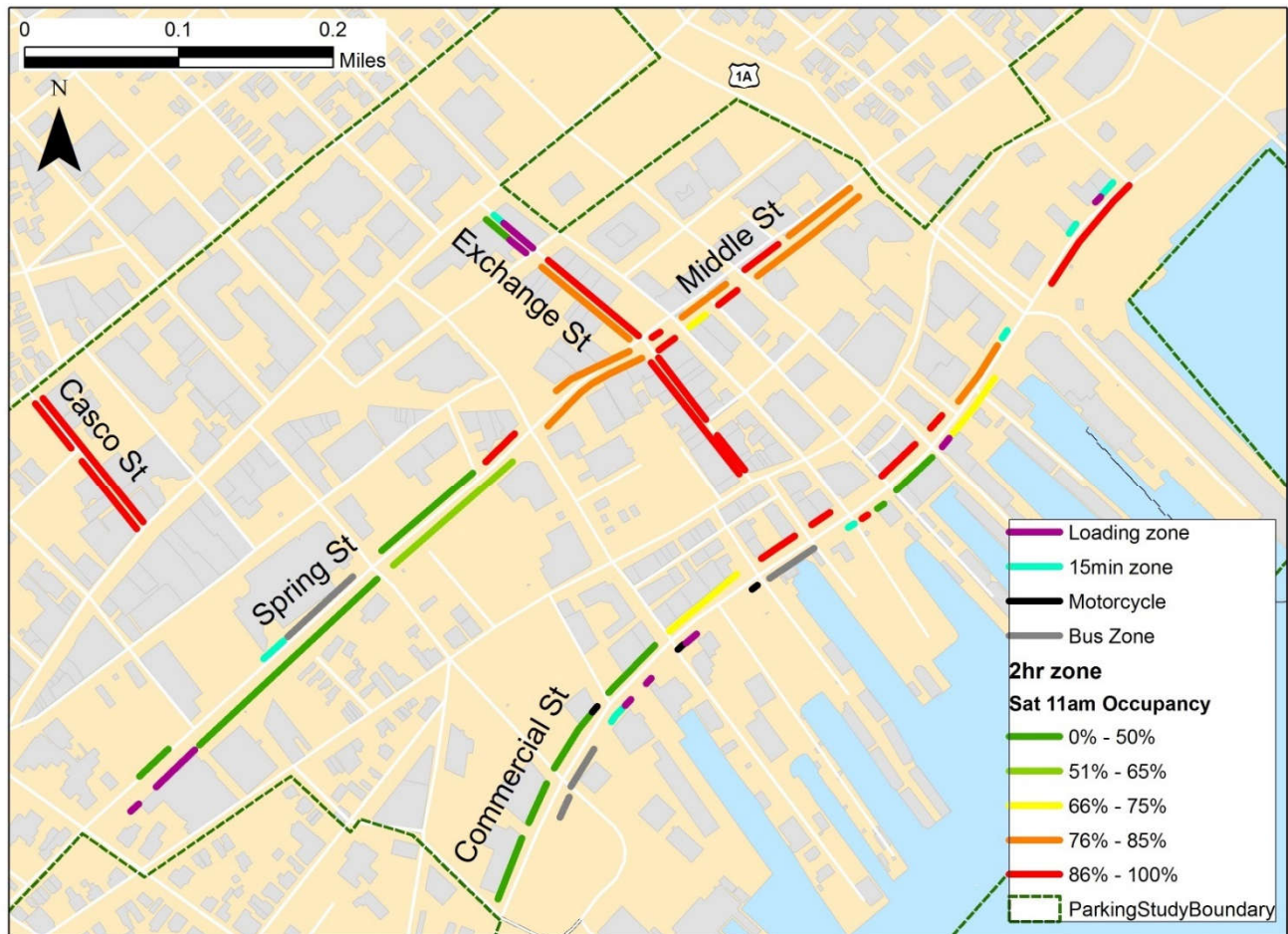


Maps of Saturday 12/01/16 On-Street Parking Occupancy Observed Sample Results

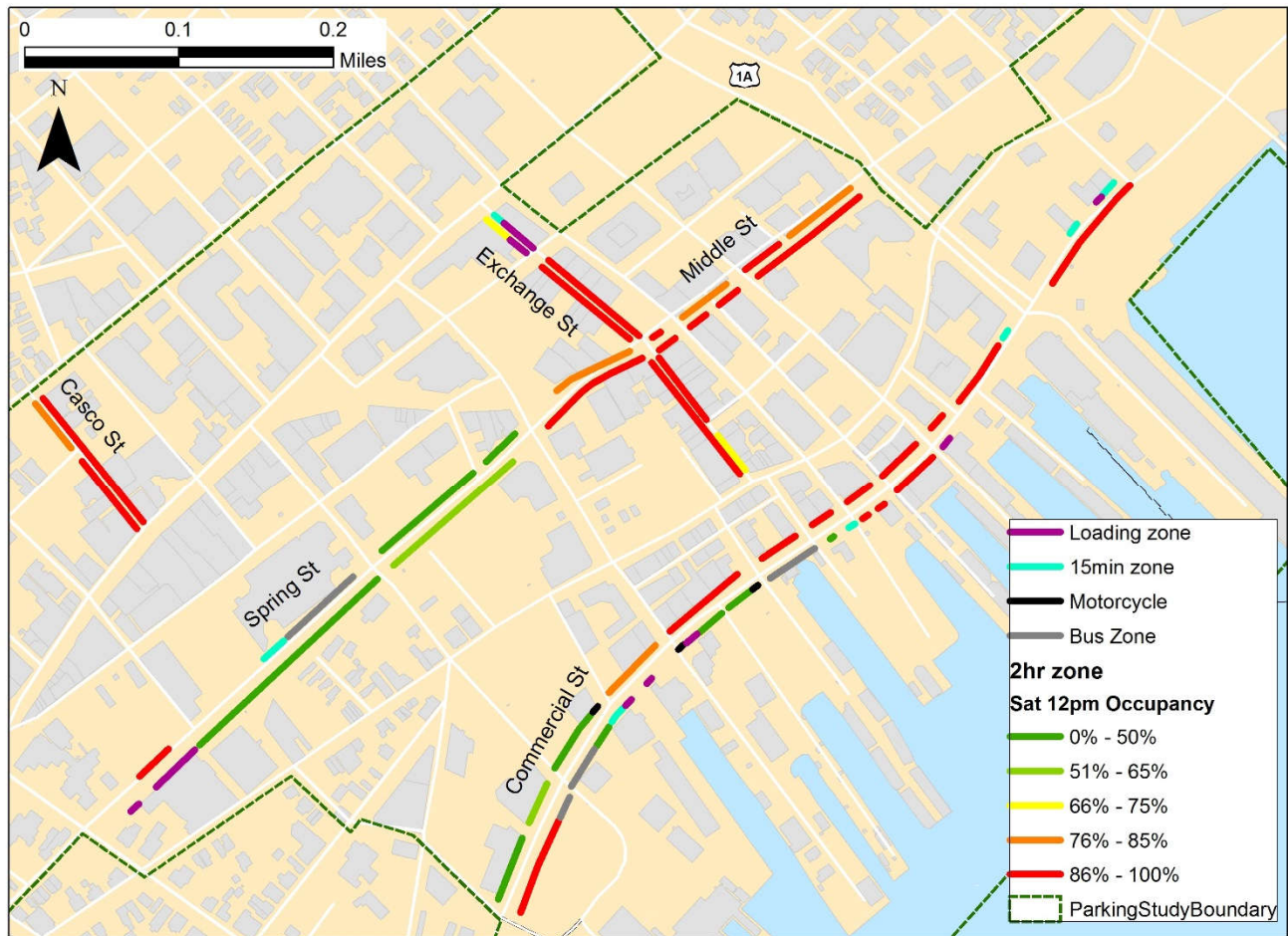
Saturday 10am Parking Occupancy in Metered Zones



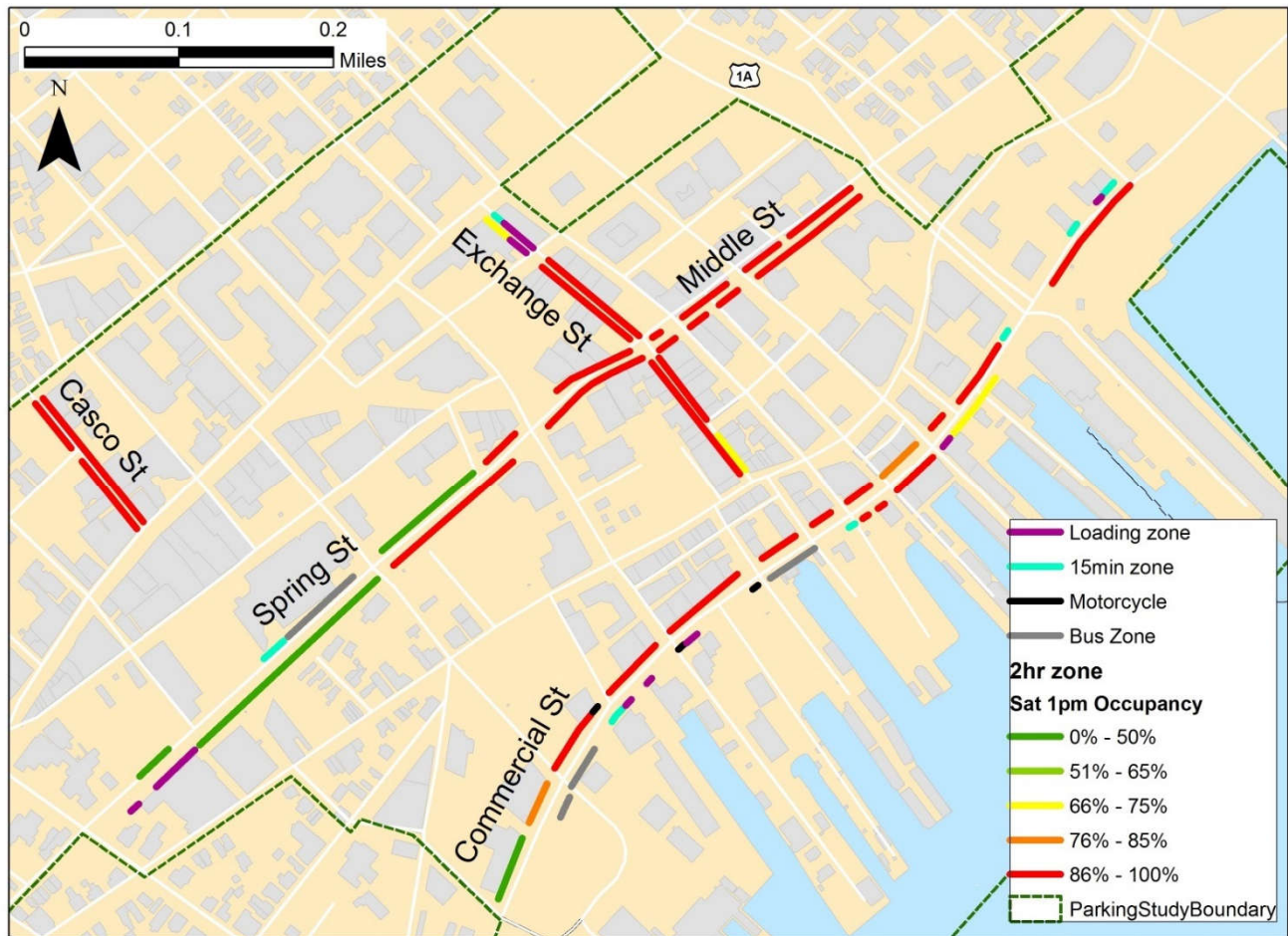
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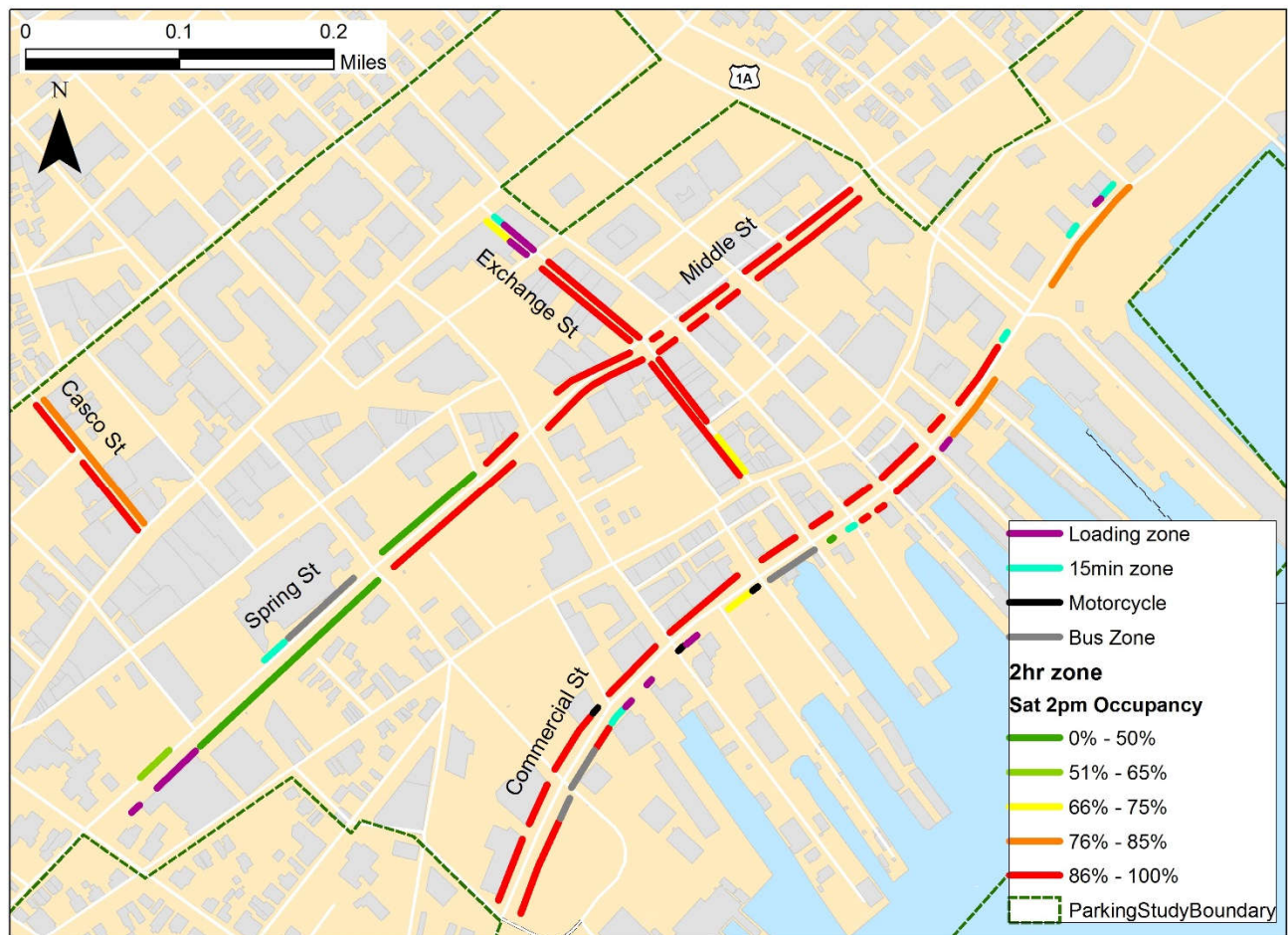
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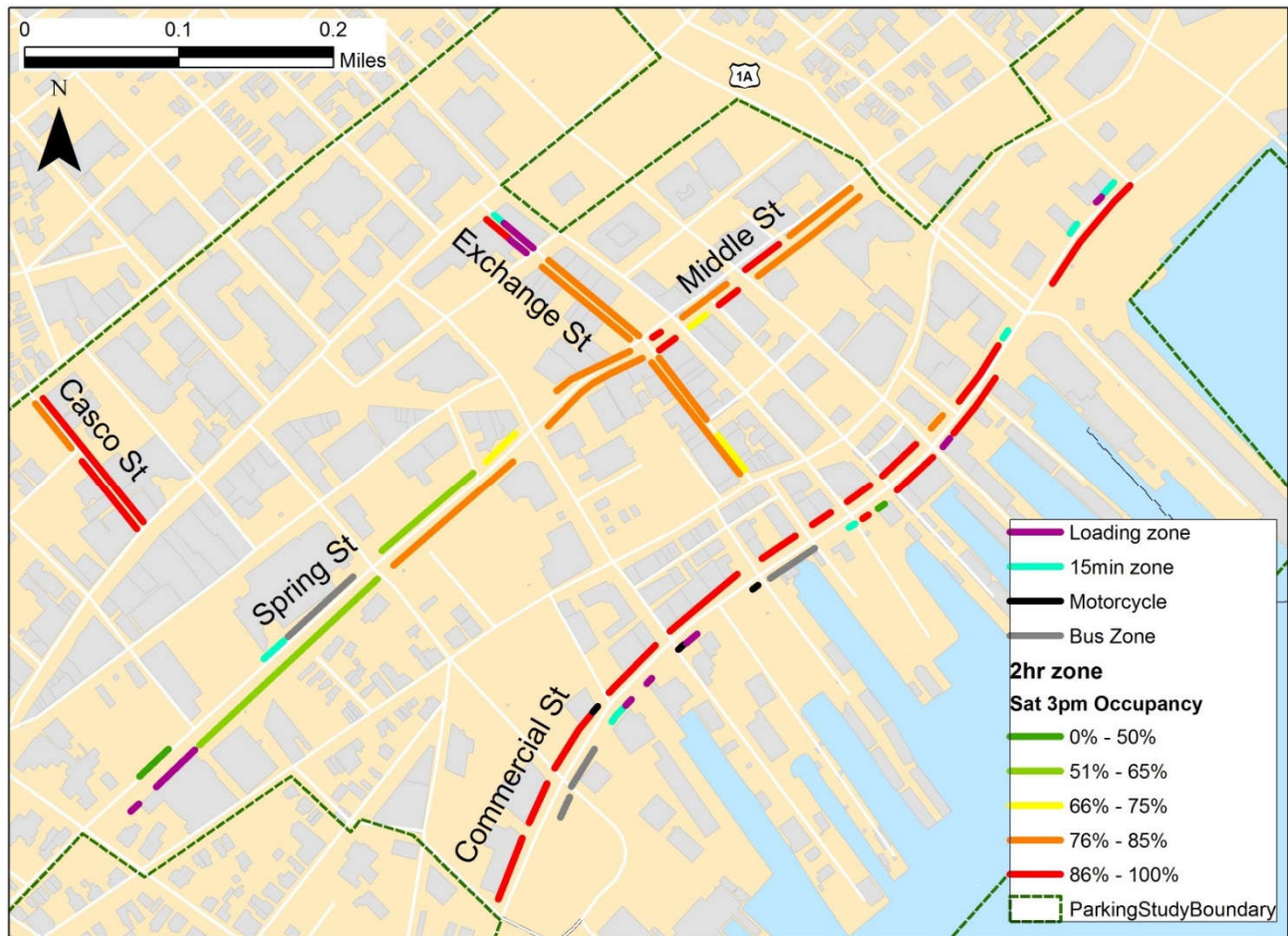
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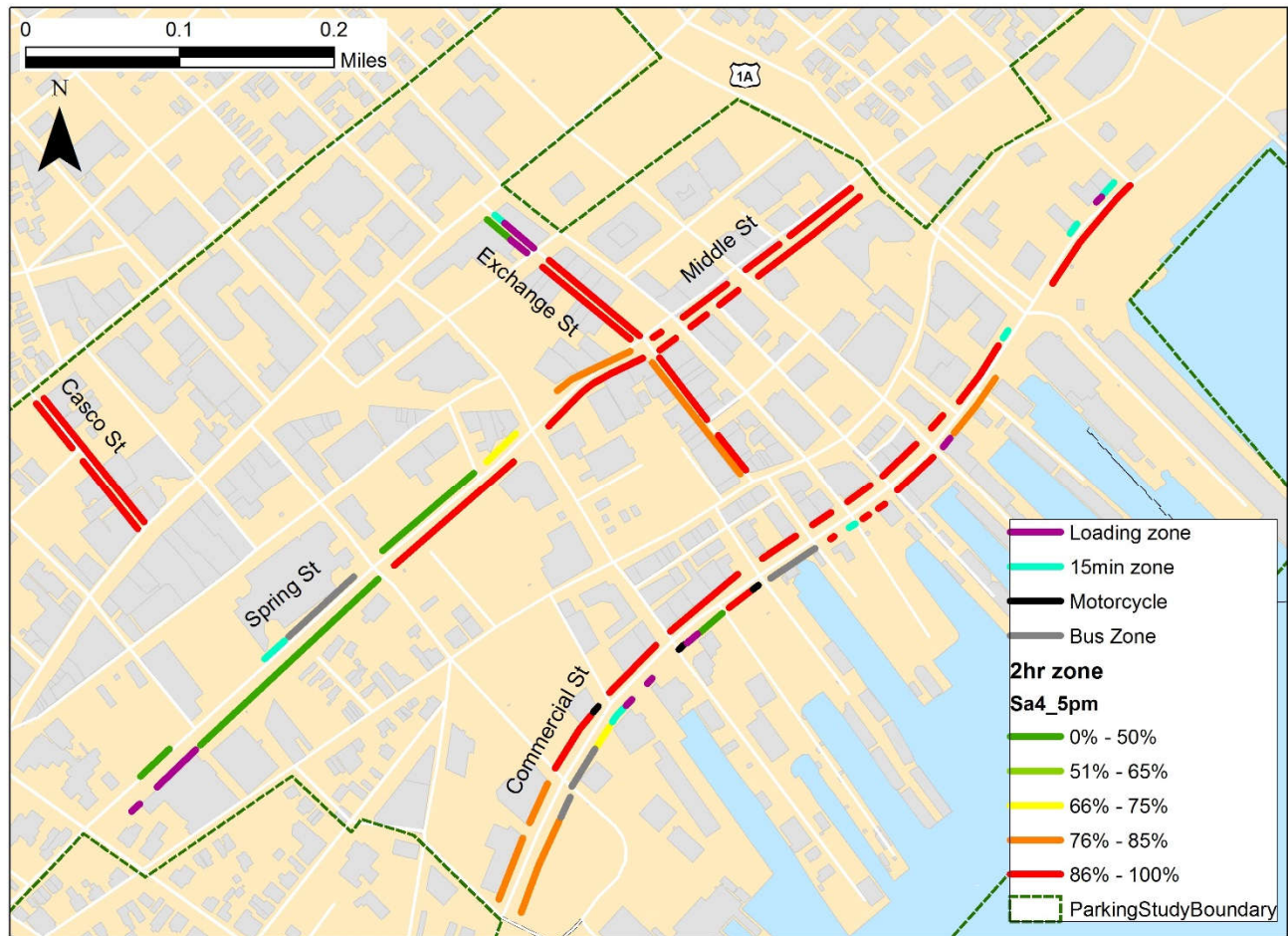
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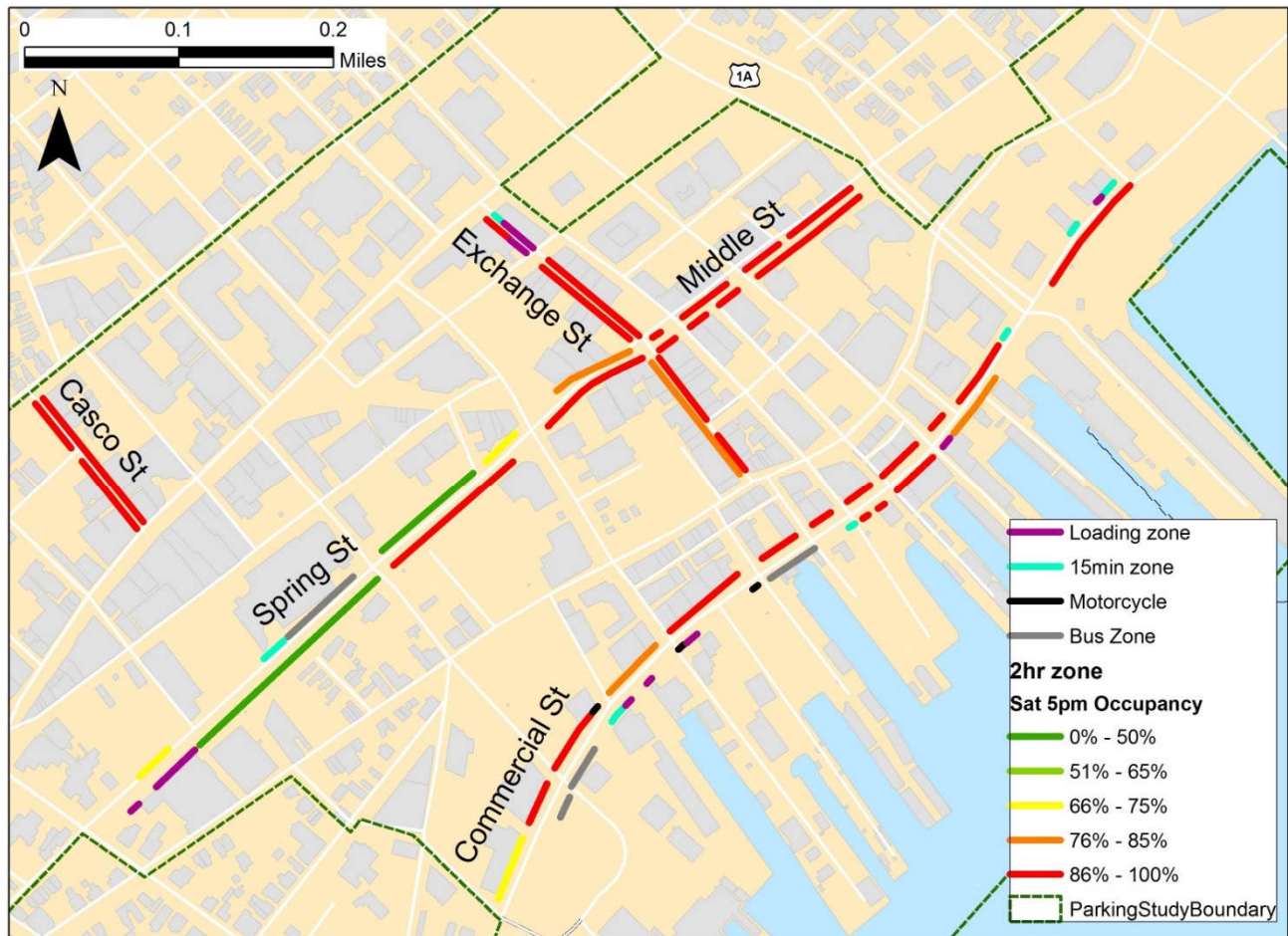
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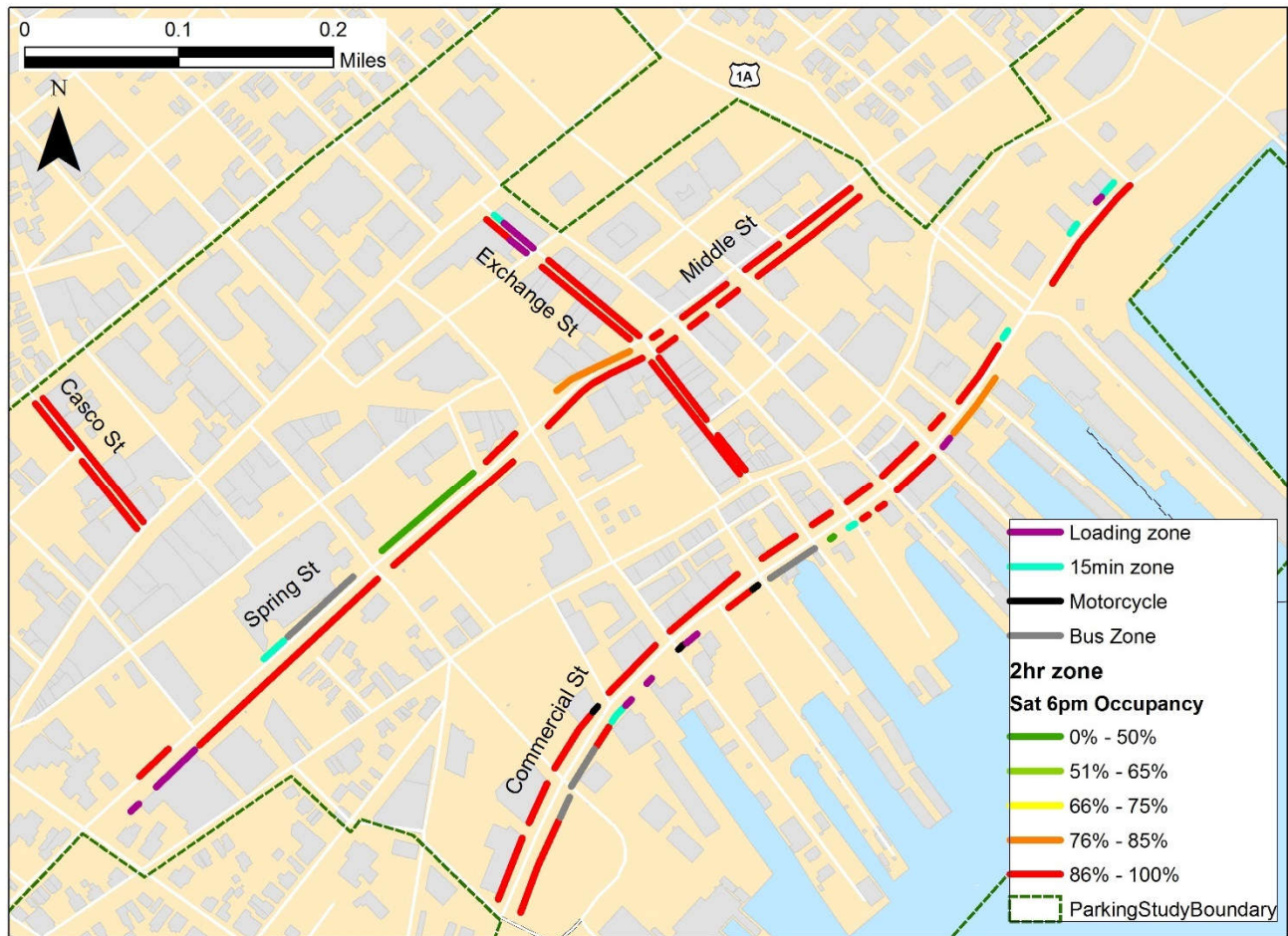
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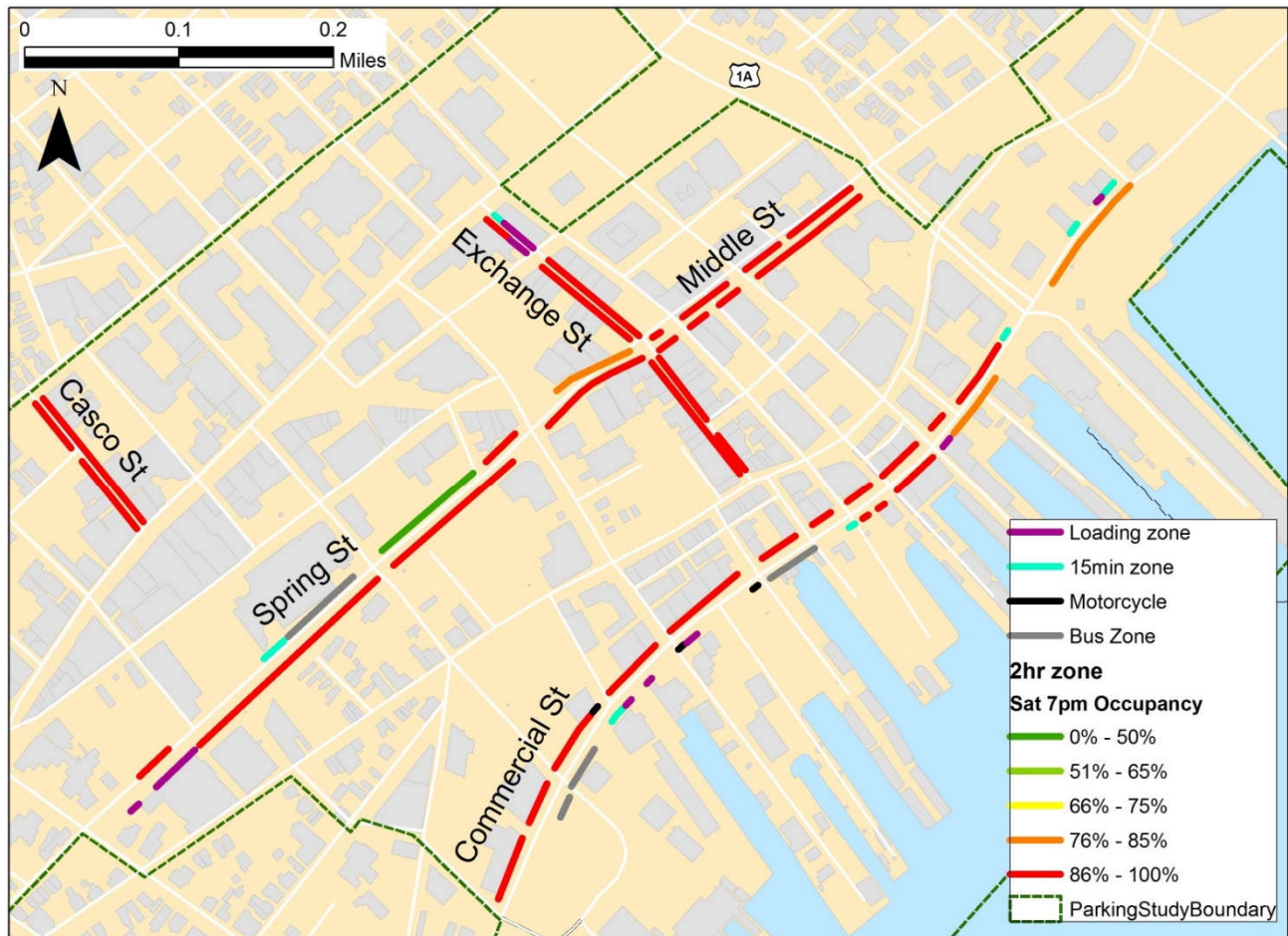
Saturday 5pm Parking Occupancy in Metered Zones



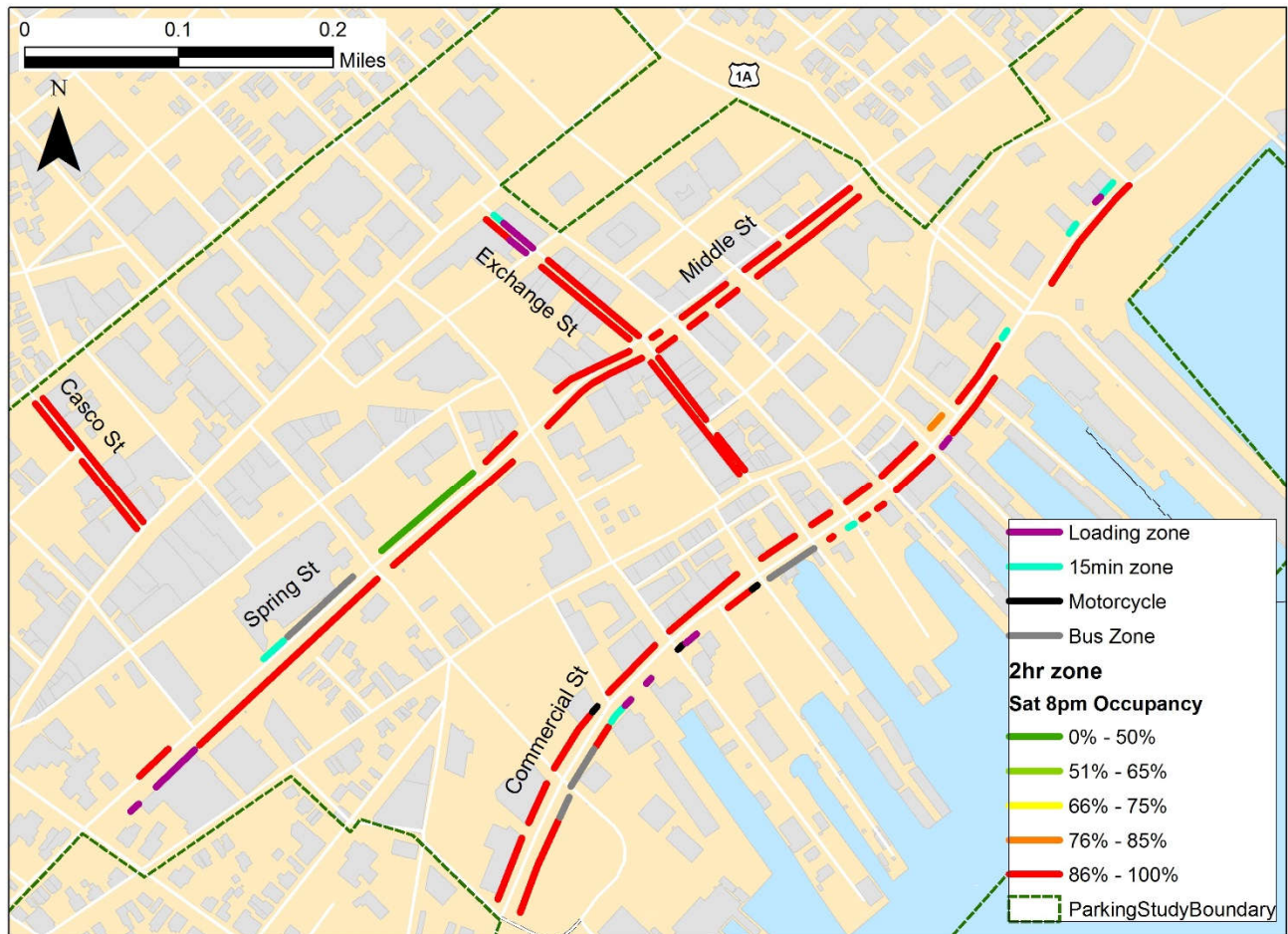
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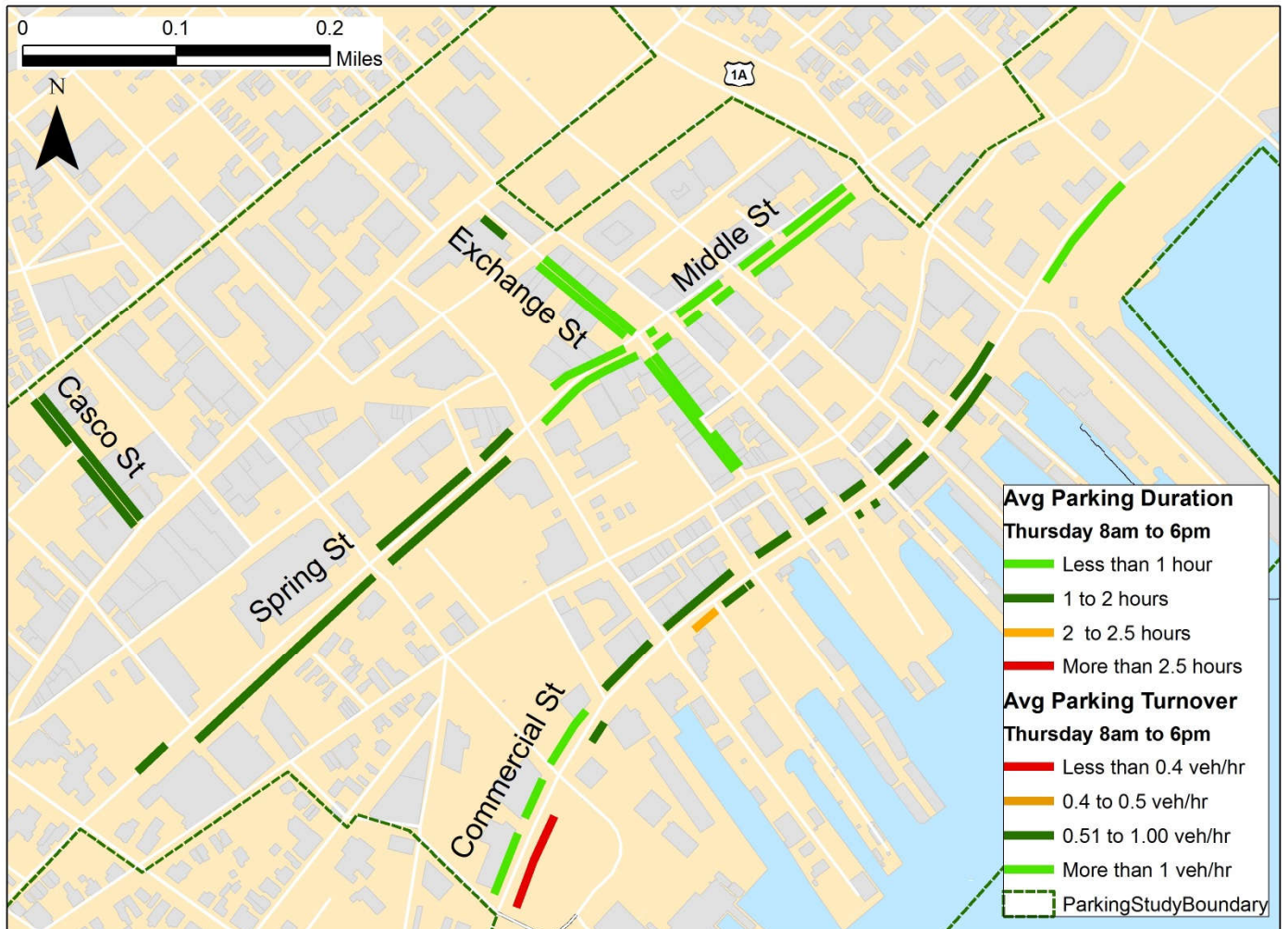
Saturday 7pm Parking Occupancy in Metered Zones



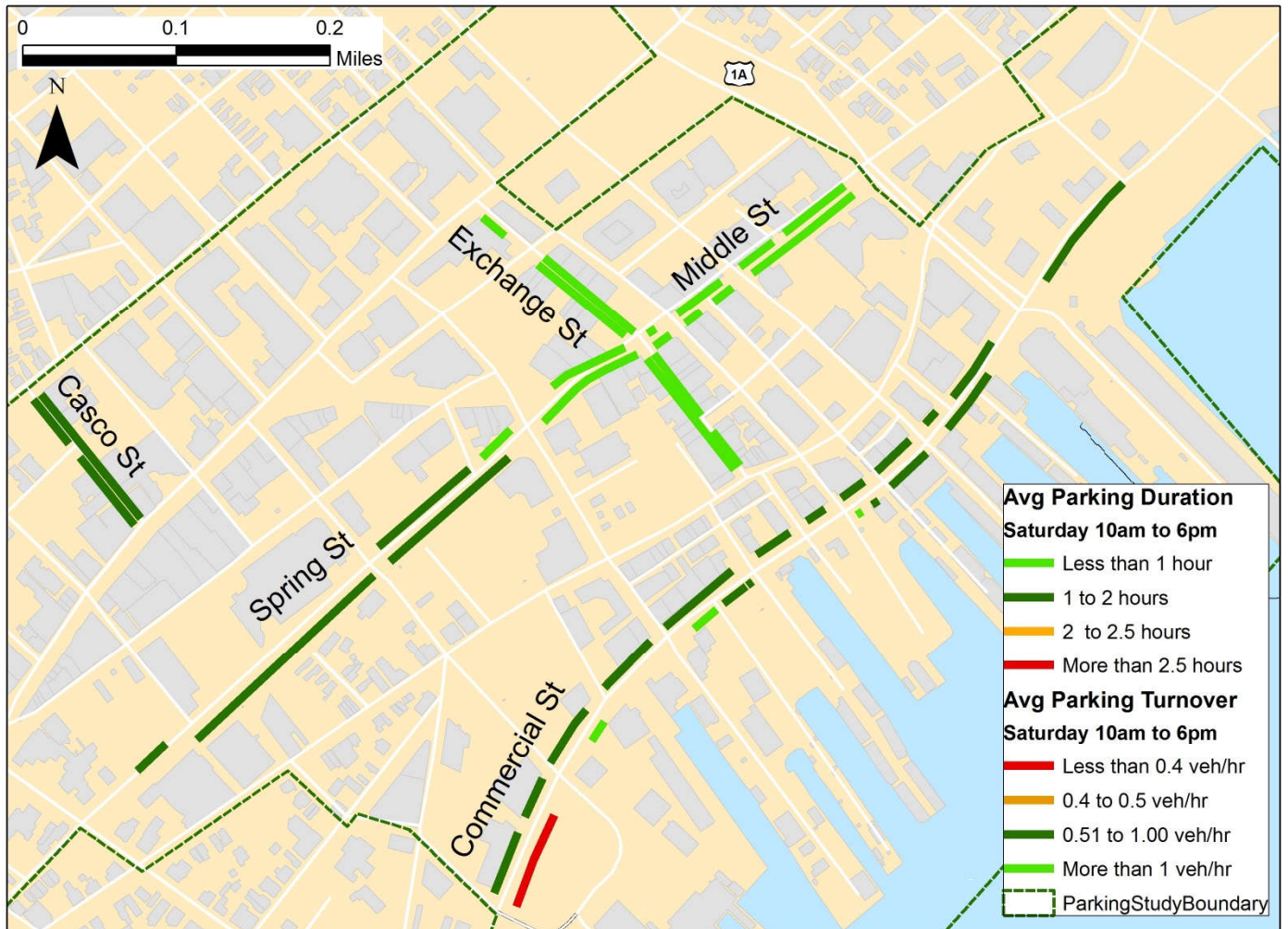
Saturday 8pm Parking Occupancy in Metered Zones



Map of Observed Average Parking Turnover Between 8am and 6pm Thursday 12/01/2016



Map of Observed Average Parking Turnover Between 8am and 6pm Saturday 12/03/2016





Staff Memo To:
Sustainability & Transportation Committee
Councilor Regina Phillips, Chair

MEETING DATE

June 16, 2025

AGENDA ITEM

Agenda Item 3B – Theater and Performance Hall Moratorium

PURPOSE

Review the proposed Theater and Performance Hall Moratorium presented to the City Council on April 28, 2025 (Order 165-24/25) and consider staff's evaluation of the underlying conditions asserted as justification for enacting the moratorium.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

At its April 28, 2025 meeting, the City Council referred a proposed moratorium (Order 165-24/25) that would establish a 180-day prohibition on theater and performance hall projects with a capacity exceeding 2,000 people to the S&T Committee for consideration.

The City Council's 2025 Common Goals, particularly Goal #3 (One Climate Future)—express a commitment to expanding transit options and encouraging alternatives to car travel. While this particular item is not included in the S&T Committee's work plan, the underlying issues closely align with the Committee's priorities around Vision Zero, Complete Streets, and Comprehensive Transportation Planning.

BACKGROUND/ANALYSIS

On April 28, 2025, the City Council considered, but did not approve, a proposed moratorium (Order 165-24/25) that would establish a 180-day prohibition on theater and performance hall projects with a capacity exceeding 2,000 people. The moratorium was introduced in response to a major site plan application submitted by Live Nation in December 2024, proposing a 3,300-seat music venue in Downtown Portland. The Planning Board held workshops on March 25 and May 27, 2025, to review the proposal. The proposed moratorium expressed concerns that development, tourism, and commercial activity has resulted in demonstrated parking pressures downtown. Furthermore, the moratorium expressed concerns that theaters and performance halls may increase traffic before and after large events and create unsafe road conditions and further strain parking. The proposed 180-day moratorium on approvals of new large theaters and performance halls was intended to give the City time to review and, if necessary, amend the Code to prevent overburdening public services, parking, and transportation infrastructure. Rather than vote to

approve the moratorium, the City Council referred the item to the S&T Committee for consideration.

Maine law requires that any moratorium adopted by a municipality on the processing or issuance of development permits or licenses must be needed either to prevent a shortage or overburdening of public facilities; or because existing comprehensive plans, land use ordinances, regulations, or other applicable laws are insufficient to prevent serious public harm from residential, commercial, or industrial development within the affected geographic area, 30-A MRS 4356.

Given the existing conditions, robust policy foundation including *Portland's Plan 2030* and *One Climate Future*, and well-established regulatory tools already in place such as the Land Use Code, Site Plan Ordinance, impact fees, and Traffic Movement Permit, staff concludes that there is sufficient capacity and regulatory framework in place to manage the parking and transportation impacts of new development. In staff's judgment, the conditions do not meet the necessary threshold to justify enacting a moratorium on theater and performance hall projects.

Policy History

Over the past decade, the City has made a concerted effort to adopt policies that reflect a modern, 21st-century approach to growth and sustainability. The City's long-range transportation planning has focused largely on developing a more integrated and multi-modal transportation network through public transit enhancements, sidewalk and streetscape improvements, and bikeway network planning, as well as work to the underlying street network. The City has also ensured that its land use framework is integrated and paired with transportation planning. The consistent direction of City policymaking over the past several decades reflects a common desire to guide Portland's growth in a sustainable manner that prioritizes a more multimodal transportation network—one that supports the needs of all users, rather than focusing solely on automobiles and single-occupancy vehicles. This commitment is increasingly evident in Portland's built environment today.

For example, in 1991 the City adopted the *Downtown Vision Plan*. As Maine's largest city and Northern New England's primary urban center, Portland's Downtown serves as a vital hub for commerce, culture, and civic life. In regards to transportation planning, the *Downtown Vision Plan* emphasized the need to reduce reliance on single-occupancy vehicles and minimize on-site parking. It advocated for a more pedestrian-oriented downtown, supported by transit, shuttle lots, carpools, biking, and walking. While acknowledging that reversing decades of car-centric development would take time, the plan called for a transitional approach, warning that continued auto-dependence could result in increased congestion, pollution, and diminished urban livability. Key transportation strategies outlined in the plan included limiting private on-site parking, encouraging employer participation in transit programs, and enhancing the role of public transit within a walkable, vibrant downtown core. This early policy direction laid the foundation for the City's ongoing efforts to create a more sustainable, accessible, and multimodal transportation system, and to support land use regulation that encourages a shift away from single-occupancy vehicles.

In 2009, the City approved the *Portland Peninsula Transit Study*, a study intended to advance transportation strategies that would support the livability and sustainability of the Portland Peninsula, recognized as one of the most vibrant and walkable small urban areas in the nation and the heart of the region. Building on prior policy direction, the study emphasized the need to integrate land use, infrastructure, and transportation planning to strengthen walking, biking, and transit options. The study acknowledged that while investments in pedestrian, bicycle, and transit infrastructure are critical, meaningful reductions in single-occupancy vehicle trips would also require addressing the financial incentives and convenience that favor driving. It highlighted that many cities have chosen to accept some loss in auto-oriented conveniences in order to improve safety, reduce emissions, and prioritize multimodal transportation. The plan reinforced the City's long-standing commitment to sustainable transportation and again set forth goals including reducing single-occupancy vehicle trips, shifting away from auto-oriented infrastructure toward support for alternative modes, and managing—rather than expanding—the existing parking supply.

Key policy recommendations included:

- Traffic Policy:
 - Shift from an auto-oriented infrastructure to promotion of other modes;
 - Shift investment strategy from support for new lanes of asphalt to transit;
 - No longer designing streets solely to accommodate peak-hour traffic;
 - Accepting traffic delays as normal in an urban environment
- Transit Policy:
 - Encourage development of transit to reduce the growth of traffic to and within the peninsula;
 - Provide convenient, frequent, attractive, reliable, and safe transit options;
 - Invest in transit over new vehicular travel lanes of asphalt
- Parking Policy:
 - Encourage new initiatives to decrease the growth of traffic volumes;
 - Manage the parking supply rather than continue to expand it;
 - Use parking impact fees to support transit;
 - Develop shared parking
- Pedestrian & Bike Policy:
 - Encourage walking and biking, along with transit - “share the street”

In 2017, the City adopted *Portland's Plan 2030*, the Comprehensive Plan for the City of Portland. As a foundational plan, it establishes the policy framework that informs and supports zoning, the land use code, and other adopted regulations. *Portland's Plan 2030* outlines a series of goals and strategies aimed at decreasing reliance on automobiles through compact, walkable, and multimodal development and strategically managed parking and reinforcing the city center, recognizing that Downtown Portland remains the region's cultural, civic, and economic hub. The plan's transportation and land use policies stress that by managing automobile traffic growth, the City can expand transportation choices and ensure a more accessible, sustainable urban environment.

Portland's Plan 2030 laid the foundation for further studies and policy development, including *One Climate Future*, approved in 2021. *One Climate Future* continued to move the City toward the goal of sustainable growth. This adopted policy document included specific goals and strategies to support implementation of the higher level direction in *Portland's Plan 2030*. These goals and strategies again focused on mode shift, aiming to decrease private vehicle use and focused on expanding public transportation systems, biking accessibility, complete streets, and transit-oriented development (TOD) in an effort to make it easier to travel between destinations without a car.

A key action item identified in *One Climate Future* was to shift away from policies that promote increased parking demand and supply, and instead advance strategies that strengthen multimodal transportation options. To achieve this, the plan called for eliminating parking minimums in commercial areas and along designated transit corridors, and for establishing parking maximums. This action recognized that traditional minimum parking requirements, which emerged in the 1920s with the rise of the automobile, became entrenched in city planning by the 1950s, and remain embedded in many city codes today, are largely based on the belief that abundant parking is essential to meeting mobility needs, supporting real estate markets, and aiding local businesses.

However, over the past decade, researchers and policymakers have increasingly acknowledged that minimum parking requirements have led to an oversupply of parking and often work counter to broader city planning and economic development goals. These requirements can constrain new development and drive up housing and development costs. Moreover, large paved parking areas conflict with climate resilience goals by worsening stormwater runoff, flooding risks, and the urban heat island effect. Furthermore, by encouraging lower-density, car-oriented development, excessive parking also undermines public transit efficiency and creates streetscapes that discourage walking and biking. This reinforces car dependency, increases greenhouse gas emissions, and perpetuates demand for more parking.

Ultimately, the oversupply of free or convenient parking acts as a public subsidy for private vehicle travel, one that disproportionately benefits those with access to a car and undercuts the financial sustainability of public transportation systems.



Figure 1: One Climate Future – Parking Strategies for Transportation & Land Use

In recent years, the City has continued to advance its multimodal transportation goals. In 2023, the *Gorham-Westbrook-Portland Bus Rapid Transit (BRT) Study* was completed to assess the feasibility and potential benefits of a rapid transit connection linking the three communities. The study identified a preferred alignment, running along Main Street, Brighton Avenue, and Congress Street through downtown Portland, as the most direct and effective corridor. This route would connect major destinations including USM Gorham, Gorham Village, Downtown Westbrook, Rock Row, USM Portland, Maine Medical Center, Downtown Portland, and the Eastern Waterfront.

On April 14, 2025, the City Council adopted the Greater Portland Council of Governments' (GPCOG) *Regional Vision Zero Action Plan*. By doing so, the City formally endorsed the initiative's core objective: eliminating all traffic-related fatalities and serious injuries by 2045. The GPCOG Vision Zero plan emphasizes reducing reliance on single-occupancy vehicles and promoting greater use of public transit as a critical step toward safer, more equitable mobility.

In 2025, the S&T Committee directed staff to update the City's 2012 *Complete Streets Policy* to ensure that it continues to reflect the community's vision for a safer, more multimodal city.

PARKING CAPACITY & UTILIZATION

While parking has been a frequent topic of conversation for several decades, the City commissioned a study covering much of the downtown and nearby waterfront areas, which found that there are enough parking spaces to accommodate roughly one space for every four residents of the City of Portland. The study showed that peak utilization typically occurs on weekday afternoons in the summer, when businesses and offices are open, with demand tapering off by early afternoon and continuing into the evening. More recent studies and analyses have yielded similar findings.

Parking Study for Downtown, the Old Port, and the Eastern Waterfront (2017)

In 2017, the City commissioned a parking study covering the downtown, central waterfront, eastern waterfront, and a ¼-mile buffer surrounding these areas (Attachment B). The primary objectives were to collect data on parking supply and demand during both weekdays and weekends and to identify any areas of deficiency.



Figure 2: 2017 Parking Study – Study Area Map

The study identified a total supply of nearly 16,000 parking spaces (on-street, surface lot, structured parking) within the study area, or roughly one space for every four residents of the City of Portland (~25% of Portland's entire population). Of these, over 11,000 spaces were located within the core downtown area. The analysis found that peak parking demand occurs on weekday afternoons during the summer, when office and businesses are open and visitors are abundant, and demand exceeds the system's effective capacity¹, though not its total capacity (Figure 3). On these peak weekdays, utilization begins to decline starting around 2:30 PM and continues to remain low, below the system's effective capacity, into the evening hours. In contrast, weekend peak demand during the summer season was significantly lower in general, reaching only 71% of effective capacity (Figure 4).

¹ Effective Capacity: The effective capacity is a concept in parking analysis that refers to the occupancy level at which parking users begin to have difficulty finding open spaces and vehicle circulation to access parking begins to exhibit signs of congestion including queuing. The effective capacity is also thought of as the threshold when a parking supply begins to be perceived by users to be full.

The study documented a strong preference for on-street parking, which was at or above effective capacity during weekday and Saturday evenings, despite the fact that substantial capacity remained in nearby surface lots and parking garages during those same periods. The study also highlighted that individual streets varied and some high-demand streets, such as Commercial Street, Middle Street, and Exchange Street, exhibited higher occupancy rates than the overall sample.

The 2017 study also included a land-use-based analysis of parking demand. Using ITE parking generation factors, a conservative methodology known for overestimating demand, it concluded that evening and weekend events at a sold-out Cross Insurance Arena, with a seating capacity of approximately 6,700, appeared to be adequately supported by existing parking in Downtown Portland. The study indicated approximately 5,000 spaces anticipated to be available during the peak time for a sold out weekday event (Figure 5) and approximately 2,000 spaces anticipated to be available during the peak time for a sold event on a Saturday (Figure 6).

Rather than recommending the construction of additional parking facilities, the study concluded that the City should focus on more efficient management of existing supply. Recommendations included encouraging greater use of underutilized surface lots and structured parking facilities, particularly during peak demand periods.

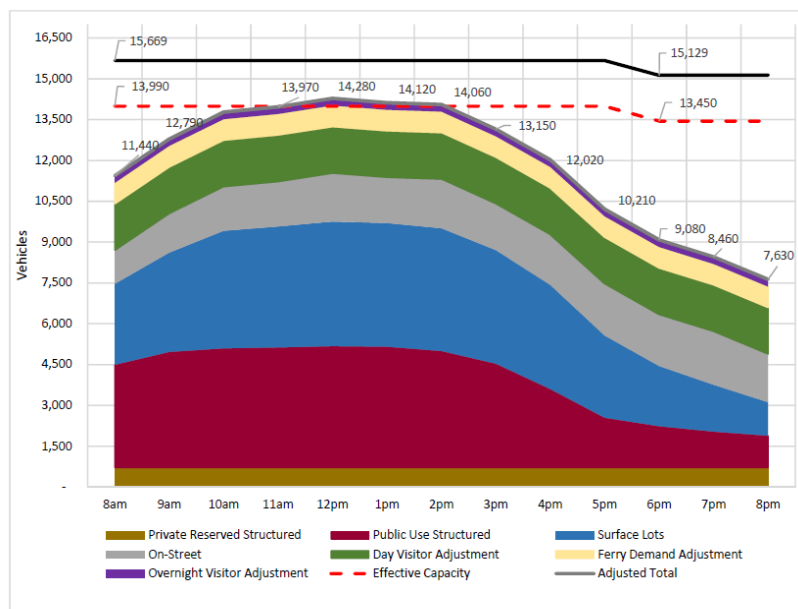


Figure 3: 2017 Parking Study – Estimated Peak Season Weekday Parking Demand by Time of Day

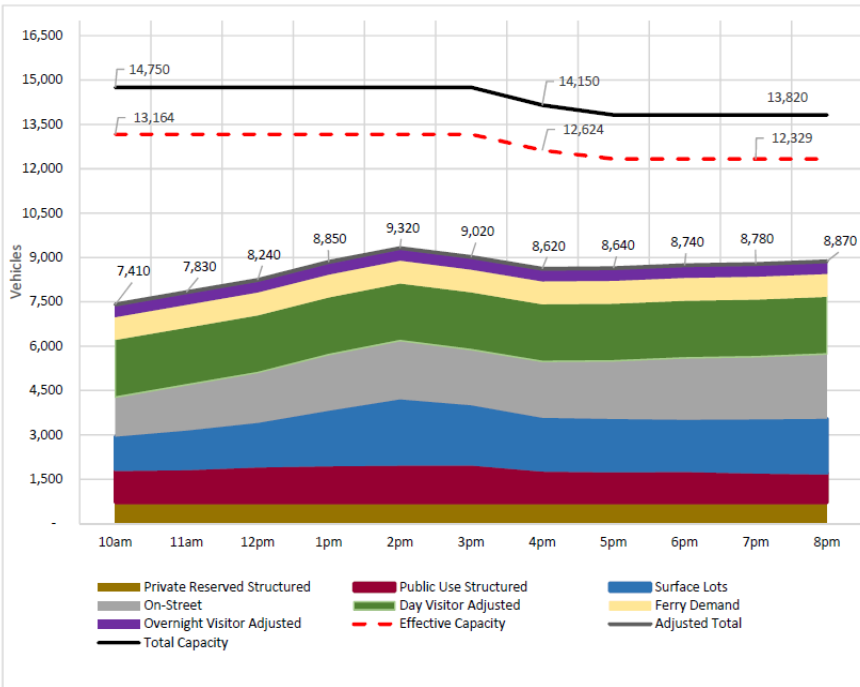


Figure 4: 2017 Parking Study – Estimated Peak Season Saturday Parking Demand by Time of Day

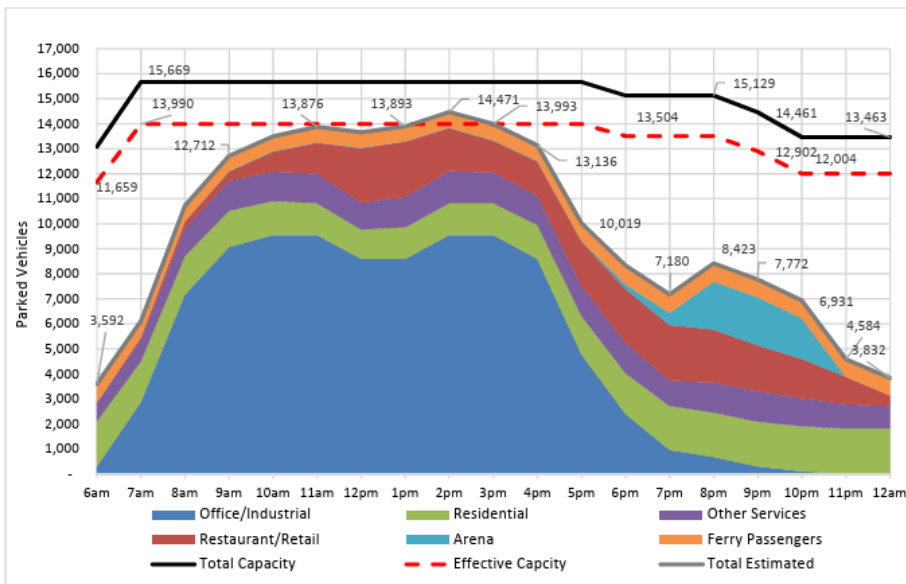


Figure 5: 2017 Parking Study – Weekday Peak Demand by Land-Use

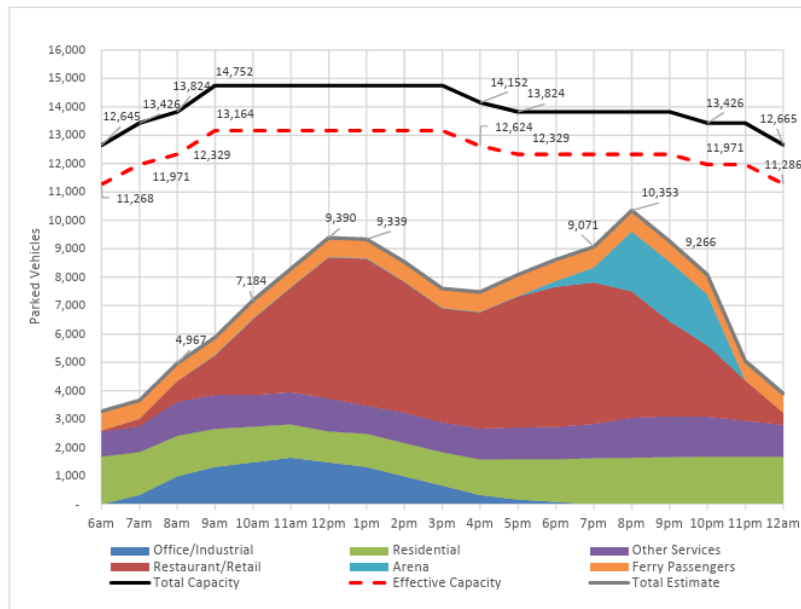


Figure 6: 2017 Parking Study – Saturday Peak Demand by Land-Use

Current parking occupancy data

As of today, parking capacity in the area remains similar to past levels. The City of Portland Parking Division conducted a parking lot occupancy assessment of parking lots and garages within ¼ mile of the proposed music venue and ½ mile of the proposed Live Nation Portland Music Hall on a Thursday, Friday, and Saturday in May of 2025. Each lot was counted at least twice, and in some cases, up to four times, over the three-day period with all counts occurring after 5:00 PM.

The results showed that of the approximately 2,700 parking spaces within a ¼-mile radius of the proposed Live Nation Portland Music Hall, the average utilization rate between 5:30 PM and 8:00 PM was 19% (Table 1). For parking spaces located between ¼ and ½ mile from the venue, utilization after 5:00 PM averaged 18% (Table 2). These findings suggest that roughly 80% of the parking supply remained available during those times, indicating sufficient existing capacity to support the proposed venue and other uses. These findings are consistent with the 2017 study and reflect a broader trend of reduced parking demand, particularly during evening hours. With utilization below 20% and available capacity at 80% these numbers indicate that there continues to be parking capacity within the existing supply aligning with the recommendations of both the 2009 *Portland Peninsula Study* and the 2017 study, which advised the City to focus on managing the existing parking supply rather than expanding it.

TABLE 1
Off-Street Parking Utilization: 0 to 1/4 Mile Occupancy (5:30 PM-8:00 PM)(May 2025)

Total Spaces	Available Spaces	% Utilized	% Available
3,380	2,715	19.66%	80.4%

Table 2
Off-Street Parking Utilization: 1/4 to 1/2 Mile Occupancy (5:30 PM-8:00 PM)(May 2025)

Total Spaces	Available Spaces	% Utilized	% Available
2,969	2,412	18.75%	81.25%

Portland Music Hall TMP Parking Analysis

Given that the proposed music venue includes no on-site parking, in accordance with zoning requirements, the project's Traffic Movement Permit (TMP) included an analysis of existing parking to understand trip distribution within the surrounding area. The applicant provided a map of available off-street parking facilities, including garages and lots, identifying the total number of spaces within four-tenths of a mile of the site (Figure 7). These facilities were documented in the *March 2025 City of Portland Parking Division's Annual Parking Survey*. Based on distance to the venue, current hours of operation, and capacity, the applicant identified five lots and garages as the most likely parking destinations for music hall patrons (Figure 8). Those five facilities alone account for approximately 2,800 total parking spaces.

Additionally, as part of the Portland Music Hall Major Site Plan Application, the applicant's Transportation Demand Management (TDM) Plan highlights the venue's central Downtown location and centers its strategies on access to and from the site on modal split and vehicle occupancy. The TDM materials estimate a total of 1,385 one-way vehicle trips, including both attendees and employees. The projected mode share is 82% vehicles, 2% transit, and 16% walking or biking. The applicant's original TDM submission also sets a target to reduce personal vehicle use by 10%, aiming for a modal split of 72% vehicles instead of 82%, which would further decrease parking demand. In summary, when comparing the estimated parking demand to the effective parking capacity Downtown, there is sufficient parking available to accommodate demand, even under the more conservative 82% vehicle mode share.

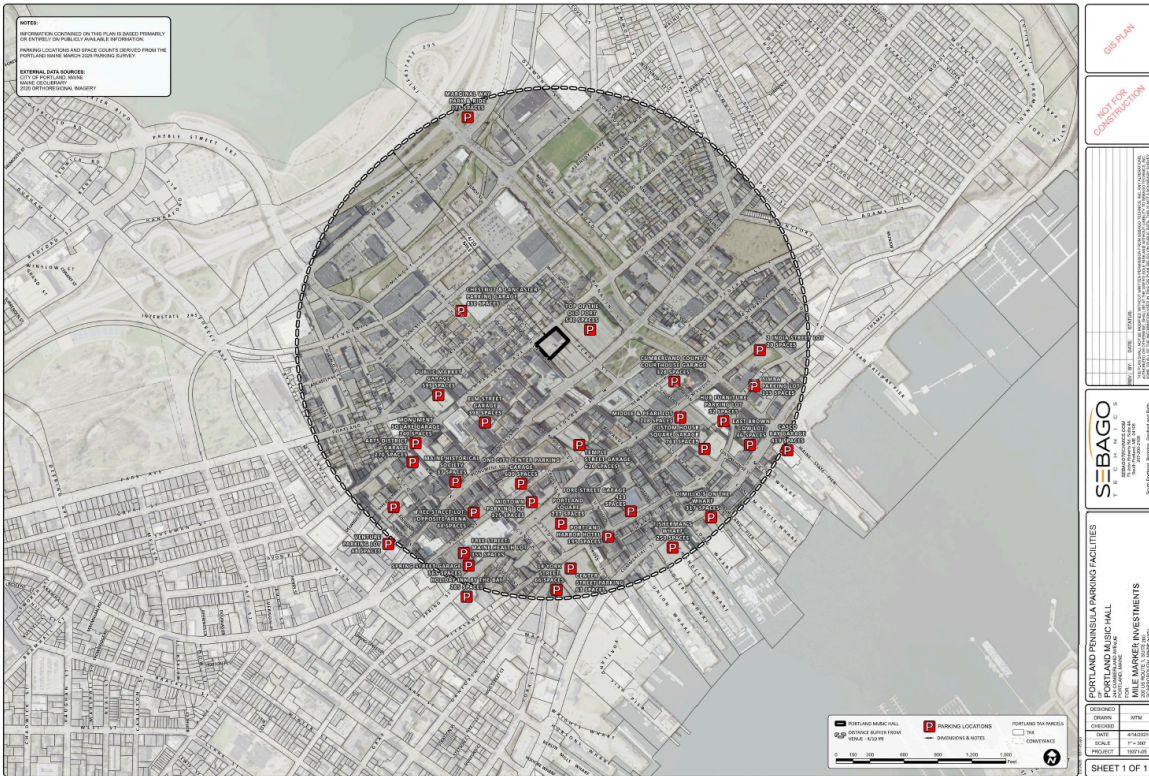


Figure 7: Garages and Lots Within 4/10 Mile of Proposed Portland Music Hall (outlined in black) – Traffic Movement Permit (April 21, 2025), Source: Sebago Technics

Parking Facility	# of Spaces	Hour of Operation	Walking Distance from Site
Top of the Old Port Surface Lot	540	Open 24hrs	0.1 Miles
Temple Street Parking Garage*	620	Closes 12AM	0.2 Miles
Cumberland County Parking Garage	328	Open 24hrs	0.3 Miles
Custom House Parking Garage*	761	Closes 12AM	0.4 Miles
One City Center Parking Garage	600	Open 24hrs	0.4 Miles

*Preliminary parking agreements between event operator and parking facility.

Figure 8: Traffic Movement Permit – Portland Music Hall (April 21, 2025) Nearby Parking Facilities, Source: Sebago Technics

RECODE & PARKING STANDARDS

Pre-ReCode

Prior to the first phase of ReCode in 2020, the City's land use code contained minimum parking requirements, as well as a variety of off-street parking regulations that had been amended over time to allow greater flexibility for projects seeking to provide less than the required minimum parking. The code offered several alternative compliance options, such as conducting a parking study, utilizing shared or off-site parking, or paying a fee in lieu of providing spaces on-site. In practice, many developers used a combination of these options to minimize their on-site parking.

ReCode Phase I (2020)

Against the backdrop of evolving planning priorities, policy initiatives, and data, the City of Portland undertook its first comprehensive rewrite of the land use code and zoning map in over 50 years. The primary objective was to align the City's regulations with adopted policy direction and to support sustainable, intentional growth.

During ReCode Phase I, off-street parking requirements were a key area of interest for the City Council's Ad Hoc ReCode Committee. Throughout early 2019, the committee discussed potential far-ranging reforms, including reducing or eliminating existing parking minimums, introducing parking maximums, and implementing a fee for developments that exceeded parking thresholds. In response, and in alignment with the goal of Phase I to streamline the code rather than fundamentally overhaul it, staff proposed a set of targeted revisions to expand existing flexibilities within the off-street parking requirements. This included the introduction of a quarter-mile transit buffer exemption for multi-family developments. Staff also noted that more comprehensive reform could be considered in a future phase of ReCode. During the Planning Board hearing, the proposed transit buffer drew substantial attention. Some members of the public opposed the exemption, while others argued it did not go far enough. Board members reflected this range of views. Ultimately, the Board voted to recommend the proposed exemption, with the understanding that the divergent perspectives on parking would be conveyed to the City Council. The Board also indicated its intent to explore parking maximums in Phase II of ReCode.

However, during the City Council's adoption process for ReCode Phase I, the conversation around parking reform reemerged, and the Council ultimately voted to expand the quarter-mile parking exemption to apply to all land uses, effectively eliminating parking minimums for much of the city. This decision marked a shift in off-street parking policy and rendered much of the code's previous off-street parking framework functionally obsolete. As a result, the City has not had minimum parking requirements for any land uses categories within a quarter mile of fixed route transit, representing most of the city, since 2020.

ReCode Phase II (2024)

In early 2021, *One Climate Future* committed the City to exploring the implementation of parking maximums, a commitment that was reaffirmed during the ReCode Phase II code evaluation later that year. Public feedback on this direction was generally positive; for example, more than half of respondents to ReCode's code evaluation survey agreed or strongly agreed with establishing parking maximums in areas with access to transit. In line with this feedback, staff conducted additional research and released draft off-street parking regulations in spring 2024 that formally proposed eliminating minimum parking requirements and introducing parking maximums.

During the Planning Board's review, there was extensive discussion about the potential impacts of parking maximums. While the Board generally supported the concept, some members expressed concerns about applying them in areas of the city with limited access to alternative transportation options (Off-peninsula). However, no concerns were raised regarding their applicability in areas—such as the peninsula—that are perceived to have better access to public transportation and higher degrees of walkability. Ultimately the Board voted unanimously in favor of the proposed maximums, recognizing that minimum parking requirements can act as a

barrier to housing production and development, that the proposed maximum parking caps were relatively generous, and that the City's long-range plans support a shift toward more sustainable modes of transportation. Furthermore, the Board acknowledged that, in practice, the City had been operating without minimum parking requirements since 2020.

During the City Council's review of ReCode Phase II, additional discussions focused specifically on the proposed parking maximums. Some Councilors expressed concerns that the caps were too high in mixed-use and Transit-Oriented Development (TOD) zones, and deliberated whether further reductions would better align with the City's transit-access goals. Staff advised that, as the City transitions to a system based on parking maximums, setting more conservative caps would provide flexibility, allowing market conditions to guide parking supply, while eliminating the barriers created by parking minimums. Ultimately, the City Council unanimously adopted the revised code (Order 70-24/25), including the implementation of parking maximums (8 in favor, 0 opposed, Councilor Fournier absent).

Case Studies: Cities That Have Adopted Parking Maximums

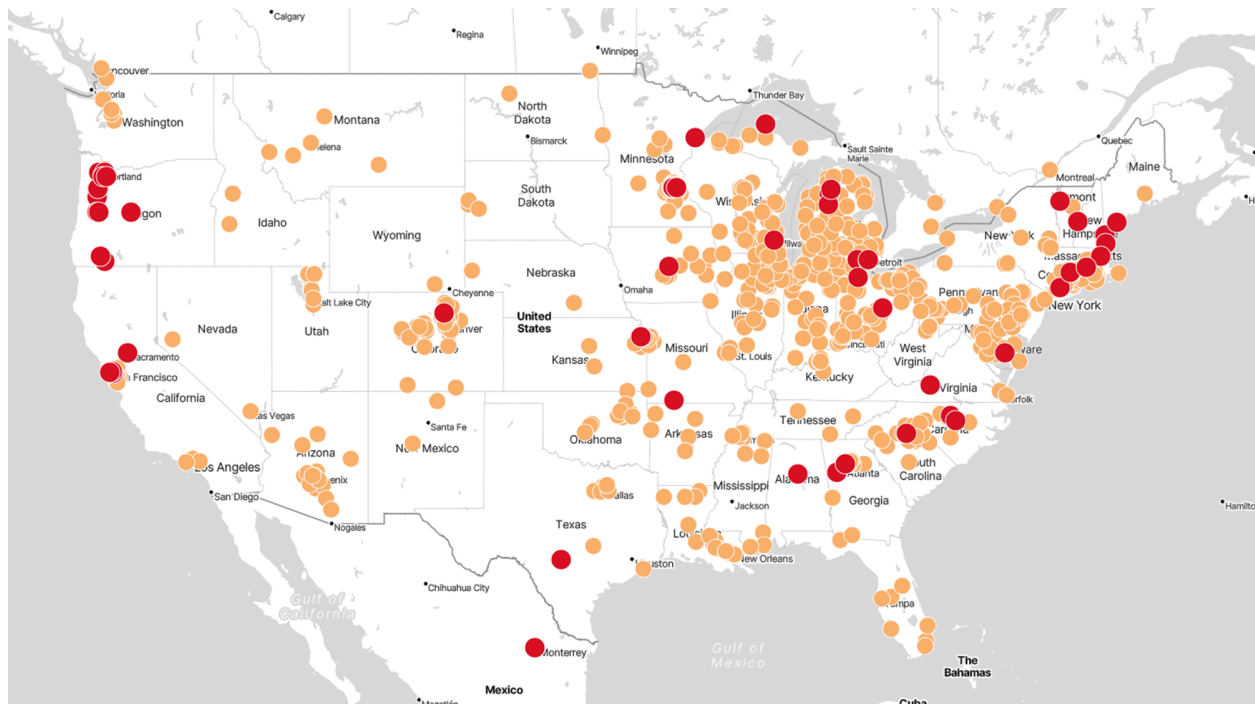
Beginning in the latter half of the 20th century, most American cities integrated the concept of required parking minimums into their land use codes. For any given development site or lot, a minimum ratio would be applied based on the proposed use, resulting in a parking requirement for the site. These parking minimum ratios were often based on outdated research and were conservative by design; by many standards they resulted in many more parking spaces than necessary.



Figure 9: Maine Mall Parking Lot, South Portland, ME

Realizing that not only were parking minimums resulting in “over parking,” but that they also encouraged the use of driving trips (and their carbon emissions), forced developers to use valuable land for cars rather than other uses, and meant that many city blocks were consumed by surface parking lots which detracted from the urban experience, cities began to embrace parking reform in the early 2000s. Many cities began by eliminating their parking minimums, effectively

choosing to “let the market decide” how much parking to provide on a site. Ultimately, many cities progressed to parking maximums, or off-street parking caps, within their land use codes.



Source: Parking Reform Network

Regional examples

- **Hartford, CT:** In 2017, the City of Hartford, CT established parking maximums within its land use code. Hartford’s maximums are based on broad use categories (i.e. “industrial uses,” “employment uses,” “service uses”), and leave some discrepancy to special permit review. For entertainment uses, the maximum parking allowed is based on special permit review.
- **Boston, MA:** Boston, MA adopted parking maximums in 2022. These maximums apply to large projects, and are based both on use and geography. If a given use is in an area with a high “mobility score” (meaning good access to transportation options, grocery stores, and jobs), it has a lower parking maximum.
- **Burlington, VT:** Burlington, VT adopted parking maximums in 2023, with maximums that vary by zone and use.
- **Roanoke, VA:** Roanoke’s land use code establishes city-wide parking maximums by use.

Examples of Cities Renowned for Their Live Music Venues

- **Gainesville, FL:** Gainesville’s 2022 parking maximums establish flat caps by land use.
- **Nashville, TN:** Nashville’s land use code establishes parking maximums within the Urban Zoning Overlay, an overlay which covers a large part of the city and all of downtown. Within the overlay, maximums are established by use.

- *Austin, TX:* Austin has established maximums within various zones, including the central business district (i.e. downtown). In the central business district, maximums are generally set at 40% of the number of spaces required elsewhere in the city.

LAND USE CODE REGULATIONS & IMPACT FEES

Parking Regulations

In Portland, Article 18 of the Land Use Code regulates parking requirements. Section 18.1.2 states that off-street vehicle parking is not required. Section 18.1.3 establishes maximum off-street parking limits for each designated use, as outlined in Table 18-A. For theaters and performance halls, the maximum allowed is one space per 300 square feet of floor area. Section 18.1.3.F.1 provides a process for exceeding this maximum by up to 25%, provided certain conditions are met.

Site Plan Requirements

Portland's site plan ordinance, located within Chapter 14 of the City Code (Land Use Code), establishes the framework for reviewing new development proposals. Consistent with the City's Comprehensive Plan, the purpose of the ordinance is to support the City's vision for sustainable growth. The ordinance reflects shared goals around the environment, transportation, community well-being, and economic development. It is intended to complement the broader zoning regulations contained in the Land Use Code.

Any development that triggers site plan review must obtain approval before construction may begin. Site plan review is conducted administratively for minor site plans and by the Planning Board for major site plans. Approval may only be granted if the proposal complies with all applicable standards. The site plan ordinance includes several standards focused on transportation impacts, including:

- *Impact on Surrounding Street Systems:* Projects must demonstrate that they will not create or exacerbate safety hazards or congestion on adjacent streets. This includes evaluating vehicle loading/unloading, parking, and circulation for vehicles and pedestrians both on-site and on neighboring properties. Any increase in congestion must be mitigated proportionally.
- *Access and Circulation:* Developments must provide safe and efficient internal circulation and site access for all users. Continuous sidewalk and curb infrastructure is required along all site frontages.
- *Public Transit Access:* Projects 20,000 square feet or larger and located on an existing bus route must include a bus shelter.
- *Parking:* All developments must comply with off-street vehicle and bicycle parking standards outlined in the zoning code.
- *Transportation Demand Management (TDM):* Commercial, institutional, or mixed-use projects of 50,000 square feet or more must submit a TDM Plan to demonstrate how they intend to get people to and from their site using alternative transportation modes, such as public transit, walking, biking, or other methods. As part of TDM requirements, an annual report must be submitted to the Planning Authority.

In addition to the standards described above, projects that meet certain trip thresholds must also submit a Transportation Study in accordance with Section 2 of the City's Technical Manual. This study must include:

- Description of the development proposal
- Overview of existing multi-modal transportation conditions
- Estimated trip generation and hourly volumes by mode (based on ITE or approved methodology)
- Trip distribution assumptions
- Multi-modal level of service (LOS) analysis pre- and post-development
- Capacity analysis at intersections and roadway segments, including delay, v/c ratios, and queuing
- Crash history and safety analysis within the study area
- Summary of transportation and safety issues caused or worsened by the development
- Impacts on pedestrian, bicycle, and transit infrastructure and users
- Findings and recommended mitigation measures to address identified impacts

State Traffic Movement Permit (TMP) Requirements

The MaineDOT Traffic Movement Permit (TMP) is required for any development project that generates 100 or more passenger car equivalent trips during a peak hour. Its primary purpose is to ensure that such developments do not create unreasonable congestion or unsafe conditions for all users—motorists, pedestrians, and bicyclists—and that the surrounding infrastructure can safely accommodate the projected traffic. The TMP process promotes transportation-efficient development, supports multimodal access, and encourages the implementation of Transportation Demand Management (TDM) strategies. Applicants must submit a comprehensive traffic study that evaluates trip generation, distribution, safety impacts, and identifies necessary mitigation for both motorized and non-motorized travel. A TMP is issued once it is determined that a project will not adversely affect traffic conditions in the surrounding area.

Impact Fees

In 2018, the Portland City Council adopted an impact fee ordinance aimed at ensuring new development contributes a proportional or reasonably related share of the costs for new, expanded, or replacement infrastructure required to support that development. The ordinance requires that any new building, building addition, or change of use that results in a net increase in impact is subject to paying an impact fee. These fees apply to all qualifying building permits and are intended to help fund necessary municipal infrastructure improvements.

Impact fees are assessed to ensure that as development occurs, bringing with it benefits and growth, it also accounts for increased demands on city infrastructure, such as higher volumes of vehicular, bicycle, and pedestrian traffic, greater strain on sewer systems, and additional use of parks and open spaces. These pressures require capital investment to maintain service levels and infrastructure quality. The City's impact fee policy ensures that new development pays its fair share, supporting infrastructure expansion in line with the City's Comprehensive Plan. Portland's

impact fees pay for transportation, parks and recreation, and wastewater infrastructure required to serve proposed development.

To implement the impact fees, the City conducted the *City of Portland Impact Fee Study*, completed in the fall of 2018. This study analyzed growth-related infrastructure costs and apportioned those costs to anticipated development, calculated per square foot, per unit, or per trip, depending on the development type. Based on the study's findings, the City Council adopted the Impact Fee Ordinance, which includes a schedule of fees and a process for assessing and collecting them. The ordinance is codified in Article 16 of the City's Land Use Code. As of January 2025, the adjusted Transportation Impact Fee for a Retail/Service use, under which a performance hall is classified, is \$10,412 per 1,000 square feet of gross floor area.

DEVELOPMENT TRENDS

Between 2017 and 2025, 59 development projects were reviewed and approved in mixed-use zones on the peninsula, resulting in the approval of over 3,000 parking spaces. While several projects during this period chose not to provide any on-site parking, others opted to include it, indicating that market demand continues to influence these decisions. This demonstrates that not all developments rely solely on the existing parking supply to meet their needs even in downtown and mixed-use transit accessible locations of the city.

CONCLUSION(S)

In staff's judgment, the conditions do not meet the necessary threshold to justify enacting a moratorium on theater and performance hall projects. Given the existing conditions, robust policy foundation including *Portland's Plan 2030* and *One Climate Future*, and well-established regulatory tools already in place such as the Land Use Code, Site Plan Ordinance, Traffic Movement Permit, and Impact Fees, staff concludes that there is sufficient capacity and regulatory framework in place to manage the transportation impacts of new development.

Additionally, the City's transition from parking minimums to parking maximums reflects decades of intentional policy development and a consistent commitment from both policymakers and the community to support compact, sustainable, and multimodal growth. This approach is designed to reduce reliance on private vehicles, promote walkability, bikeability, and transit use, and align land use with broader transportation and climate goals. Furthermore, parking capacity studies and analysis have demonstrated capacity within Portland's parking supply to handle future growth and demand.

PRIOR COMMITTEE REVIEW

N/A

PREPARED BY

Kevin Kraft, AICP
Director
Planning & Urban Development

Nell Donaldson
Director of Special Projects
Planning & Urban Development

ATTACHMENTS

Attachment A - Proposed Performance Hall Moratorium (Order 165-24/25)

Attachment B – 2017 City of Portland Parking Study for Downtown, The Old Port, and The Eastern Waterfront

Portland Music Hall 244 Cumberland Avenue

Chris Aceto chrisacetomiami@gmail.com via portlandmaine.gov

Thu, Jul 10, 1:20 PM (4 days ago)

to publiccomment

I am writing to encourage support for the proposed Portland Music Hall.

We own buildings along Congress street where small business continues to struggle daily.

I believe the Music Hall will help support those businesses by bringing into town folks who do not reside in Portland. It is our expectation that those coming to see a concert will eat at establishments along the corridor thus supporting the struggling local economy.

In addition, we are all well aware of the escalating city Property taxes that increase every year. This project is a shot in the arm for the tax base.

Chris Aceto

RE: Proposed Moratorium For Theaters and Music Halls - Order Number 9-25/26

joedasco via City Council
Fri, Jul 11, 9:16 AM (3 days ago)
to publiccomment, mdion, council

Dear Mayor Dion and City Councilors,

I am writing to you with my concerns over the proposed order for a 180-day retroactive moratorium for theaters and music halls. This email is a follow up to an earlier email I sent on April 17th attached below, which I encourage you to review again .

As you are well aware, this order was postponed on 4/28 to provide the councilors who sit on the Sustainability and Transportation subcommittee to review some additional data related to traffic and parking, the supposed reasoning for bringing this order to a vote in the first place. At the follow up meeting held on June 16th, data from a study undertaken by the city and presented by Kevin Kraft demonstrated that there is an excess of parking available and that the adjacent lots were underutilized and could easily support the proposed use for this property. Further data provided by the applicant, in connection with the TMP required, demonstrated that the additional traffic that the music venue would generate is not significant and that the current infrastructure along with the signal improvements being proposed at Cumberland and Pearl Streets are more than adequate. Given this information, it is very difficult to understand why this order is still being considered. One can only surmise that the applicant is being specifically targeted for undisclosed reasons.

I personally attended the May City Council meeting on 4/28 at which the vote on this order was postponed. At that meeting there was an opportunity for the public to voice their concerns regarding another matter. Area business owners and residents were very vocal with their concerns regarding the flagrant drug use and deplorable conditions which currently exist in and around Monument Square and the unsafe conditions that the public is subjected to on a day to day basis. I also recently attended the Planning Board meeting held on July 8th at which the Planning Board was requested to amend the PAD ordinances in order to accommodate another action that the City Council is considering regarding penalizing property owners who own a vacant space or building. Rather than penalizing property owners, the City Council should be trying to help these owners redevelop these vacant properties such as the one where the Portland Music Venue is proposed to be. The current conditions of the Congress Street Corridor are untenable and rather taking up orders such as the Hotel Moratorium and the current order 9-25/26 under consideration, which stifle development, the City Council should take decisive positive action to help clean up the area and restore order. Having a thriving new music venue which will host approximately 125 events annually will undoubtedly bring positive vibrant activity to the area, help support area shops, hotels and restaurants, and could be the very stimulus the City needs to help turn the tides.

Thank you for your consideration,

Joseph Dasco
Reger Dasco Properties
383 Commercial Street, Suite D
Portland, ME 04101
413-244-9092

From: joedasco@comcast.net <joedasco@comcast.net>
Sent: Thursday, April 17, 2025 12:01 PM
To: 'publiccomment@portlandmaine.gov' <publiccomment@portlandmaine.gov>
Cc: 'mdion@portlandmaine.gov' <mdion@portlandmaine.gov>; 'council@portlandmaine.gov' <council@portlandmaine.gov>
Subject: Proposed Moratorium For Theaters and Music Halls - Order Number 165-24/25

Dear Mayor Dion and City Councilors,

I am writing to you with my concern over the proposed 180-day retroactive moratorium for theaters and music halls.

Before I get into my concerns regarding the proposed moratorium, I wanted to be fully transparent that our firm currently owns the property next to City Hall and has owned the subject property since 2017. We have entered an agreement to sell a portion of the property to Mile Marker Investments who has submitted their site plan application for a 3,000-plus seat, state of the art music venue, together with Live Nations. The new venue will be known as the Portland Music Hall. The subject property has been a nonproductive eye sore in the heart of downtown Portland ever since it was shuttered by the Portland Press Herald many years ago and is currently functioning as a parking lot. Our firm has been developing in downtown Portland for almost twenty years. Our projects have included the Bay House, 113 Newbury, The Mason Block and most recently Hobson's Landing .

My concerns with the proposed retroactive moratorium is that it is a knee jerk reaction, brought on by owners of the State Theater who simply do not want competition for their business. While the proposed moratorium comes under the guise of the concerns regarding parking and traffic, that is not really the underlying issue here. Even if that were the case, zoning bylaws and current ordinances are designed to take those concerns into consideration. The proposed project must file for a TMP and will certainly be scrutinized by the engineers and the Planning Board. The proposed use for the Portland Music Hall is allowed by right and the entire area recently went through a zoning recode so the data is certainly up to date. It should be noted that the development team is not asking for any variances based on the zoning ordinances in place at the time that the site plan application was deemed complete and accepted by the city.

If developers like us keep having to deal with these haphazard moratoriums, you will find that developers will not be able to consider Portland a market that is investable. If we cannot rely on current zoning bylaws in order to make an educated analysis as to what can be done in a specific area, what do we have to rely on? Imagine if you did your research, consulted with attorneys and

engineers and then made a considerable investment based on the existing rules, only to have the rules of the game change retroactively. It puts developers in an impossible situation. Why would anyone consider investing in Portland if this approach becomes the norm? If you feel that the zoning ordinances are flawed, then follow the proper procedures and fix them going forward following proper procedure. Retroactive changes should be illegal as are in many municipalities. The moratorium being considered now is similar to the actions and chaos that is currently taking place in our federal government. It's similar to the situation where one has legal permanent residency status and then, without due process, is being shipped out of the country away from family because someone changed the rules retroactively.

We are hopeful that cooler heads will prevail and vote "no" to the proposed moratorium .

Thank you for your consideration.

Sincerely,

Joe

Joseph Dasco

Reger Dasco Properties

383 Commercial Street, Suite D

Portland, ME 04101

413-244-9092

Virus-free.www.avast.com

Large Venue Moratorium

Marissa Jeffords jeffordsmarissa32@gmail.com via portlandmaine.gov

Fri, Jul 11, 9:51 AM (3 days ago)

to council, publiccomment

Hello,

I am writing to ask to pause this vote. Portland is so wonderful because of our arts, which may be impacted by a large venue like this. Big money doesn't speak louder than the people of Portland, especially the artists. Please consider these impacts before moving forward with this decision. The small show venues in Portland are the heart of the city.

Best,

Marissa Jeffords

Dissent to Live Nation Development

Mal Higginson higginsonmal@gmail.com via portlandmaine.gov

Fri, Jul 11, 10:05 AM (3 days ago)

to publiccomment

Good morning,

I am writing to express my dissent on Live Nation's proposed development in Portland that you will be voting on 7/14/25. I urge you to take a moratorium on this matter to study the impacts this will have on Portland's creative economy, the surrounding neighborhoods, and downtown as a whole.

The city should not be doing business with Live Nation, deemed a criminal enterprise by the US Justice Department, that uses extreme monopoly practices. This proposed venue will wreak havoc on local businesses and venues, steamrolling anyone that does not want to do business with them, jacking up ticket prices, and underpaying all labor involved in the process.

Additionally, Live Nation would not offer anything that Portland doesn't already have. We have a variety of small and large, publicly owned music venues that already accommodate a wide array of musical acts. Live Nation's proposal of a 3,300 capacity venue does not include any plans for new parking which is already a massive issue on the peninsula. The negative impact this deal with Live Nation would have on traffic, residential parking, and pedestrian safety cannot be ignored.

A moratorium is a legally sound, common sense next step for the City Council to take on this existential threat to our city. The Portland arts and music community does not want to see this project come to fruition and we need support, advocacy, and leadership from our elected officials.

Thank you for your time and consideration on this matter,

Mal Higginson
Portland Resident

Perspective from local Maine artist about Live Nation venue

Bill Darksoft bill@look-up-records.com via portlandmaine.gov

Fri, Jul 11, 11:20 AM (3 days ago)

to council, publiccomment

Hi there!

I just wanted to share my perspective as a local musician in the Portland, Maine area about the proposed Live Nation venue.

Live Nation has a pretty terrible reputation among both artists and fans due to its exploitative practices. Plus, Portland already has great venues that can accommodate touring musicians.

I'd be worried about parking as well as this usurping the independent venues in the area, which are more authentic, locally owned, and are already putting on great events.

I think a pause is necessary to study the impact the projects will have on the creative economy and the city as a whole.

I hope you hear our concerns and act in the best interests of the city as a whole,

Thank you,

- Bill

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Darksoft

darksoft.band

Spotify | Apple Music | Bandcamp | YouTube

Instagram | Twitter | Facebook

Look Up Records

look-up-records.com

Instagram | Twitter | Facebook

Live Nation Moratorium Vote

Amy Tavano atavano@gmail.com via portlandmaine.gov

Fri, Jul 11, 11:29 AM (3 days ago)

to council, publiccomment

Good Morning Portland City Council -

I am writing to voice my opinion on the Live Nation Moratorium vote at the Council meeting on Monday July 14th.

First and foremost, Live Nation is a criminal enterprise, as designated by the US Justice Department. The Justice Department's suit has the backing of 40 states attorneys, both red and blue states. Even the Trump administration has declined to throw it out. Why would we invite criminals to set up shop in the heart of our city right next door to City Hall?

Live Nation's proposed venue will not be the financial boon that they and their partners claim it will be. Live Nation has a long history of crushing competition with their billions of dollars. There is no way for small independent venues to fight back. They will drive up ticket prices, drive wages down, and leave audiences, musicians, and arts workers with even fewer opportunities after the dust settles. Live Nation does not need to make money in our market to survive. They can operate at a loss for decades. That is not true of all the small independent venues in Portland that make our city a valuable entertainment destination. You can go to a Live Nation venue in every city in the country and see the same shows and have the exact same experience. Portland prides itself on it's independent local scene, where on any given day you can see multiple events ranging across all genres in a variety of venues. The loss of that would be a detriment to our city. Live Nation is offering nothing new to our city. Any band that would play at the Live Nation development can be accomodated in our existing venues. This development just takes away, it offers nothing new or innovative.

The Live Nation venue will add traffic to an already crowded peninsula. The City of Portland needs to get solid concessions from Live Nation on how it is going to handle this added pressure. Our public transportation system is not set up for late night events. Our workers drive around forever looking for parking that doesn't cost an arm and a leg so they can get to work.

I hope that the City of Portland will listen to its constituents and arts community and take seriously the existential crisis this is to our arts district. I've included some links to further reading about Live Nation's predatory practices and I hope you take the time to check them out before voting for the moratorium. Without a moratorium, the City of Portland has no way to get firm concessions from Live Nation and will just be giving up our arts future to a criminal enterprise that has no interest in our City or its success. A moratorium is a legally sound, common sense next step for the City Council to take. The Portland Arts community, which contributes greatly to the fabric of this City is simply asking for advocacy and leadership from our elected officials.

Thank you for your time,

Amy Tavano
South Portland

"The Depth of LiveNation's Dominance" from the American Economic Liberties Project

"How LiveNation's Monopoly Works" from the American Prospect

"Justice Department Sues Live Nation-Ticketmaster for Monopolizing Markets" from U.S. Dept. of Justice Office of Public Affairs

"A death sentence for music': the battle for America's last Live Nation-free city" from The Guardian

"It's not just tickets and fees: How Live Nation quietly takes your money at every possible opportunity" from Sherwood Media

"The Low Wage Report: Live Nation's CEO to Median Worker Pay Ratio Among Worst in the World" from the Institute for Policy Studies

"Live Nation adds key Trump ally to its board amid DOJ probe" from CNN

Large Venue Moratorium

Keegan Whitford keegan.whitford.yes@gmail.com via portlandmaine.gov

Fri, Jul 11, 11:55 AM (3 days ago)

to council, publiccomment

Hello!

I am writing to urge city council to please vote for the Large Venue Moratorium this Monday. As a Portland resident of nearly a decade, musician, and patron/worker at venues in town, I believe that this pause is absolutely necessary to review the potential impacts this new venue will have on our city.

First and foremost, the creative ecosystem in Portland is already in a fragile state due to staggering rents, fewer workers willing or able to afford to live in the area and out of state investors buying up properties.

Looking outside the scope of the creative fabric, I truly believe that Portland completely lacks the infrastructure required to accommodate a new venue at this capacity. Parking is already a massive issue on a good day and when there is a show at the larger existing venues, it is close to impossible. On days where a high capacity event is happening (State Theater, Cross Insurance Arena, Merrill Auditorium etc), parking tends to overflow into residential neighborhoods. Many Portland residents live in apartment buildings and very few of these buildings offer substantial off street parking options. Not to mention tourists visiting who don't attend these events.

I have lived in Parkside for almost a decade now I often have to drive around for thirty minutes or more just to find a parking spot within a reasonable distance of my home. People who live and work in these neighborhoods should not have to resort to parking garages or paid parking lots. Disabled residents shouldn't be forced to walk long distances over uneven sidewalks from their cars to their homes. Frankly, we deserve better than this.

A point made by the representatives in the meeting regarding parking and transportation stated that there will be no new parking accommodations added for this project and bus passes may be provided. The fact of the matter is that our public transportation system is unreliable and understaffed at best and can barely operate in a manner that serves current residents and tourists. I am certain that this new Livenation venue would only exacerbate these issues

I love this city with all my heart. This is my home. A major reason I and many others stay and flock to Portland is that the culture of it is deeply and uniquely rooted in the creative arts. We owe it to the history, to the future and to the present community of Portland to keep this culture alive, accesible and prosperous for years to come.

I trust that you will vote to put a pause on this project and reassess the impacts this venue will have on our beautiful city.

Thank you for your time.
Keegan Whitford

Please oppose the development of the large music venue! Support the moratorium.

Amelia Keleher amelia.keleher@gmail.com via portlandmaine.gov

Fri, Jul 11, 12:28 PM (3 days ago)

to council, publiccomment

City Council,

My name is Amelia Keleher and I reside at 22 Orange St. in Portland, ME. As an active participant in and supporter of Portland's local music scene, I am writing to urge you to oppose the construction of Live Nation's large music venue.

What makes Portland's live music scene so unique is our variety of small, beloved venues that prioritize local musicians and provide a stage for aspiring musicians, too. Doing business with Live Nation will change this, and not for the better. Their proposed venue will crush competition, drive up ticket prices and push wages down, leaving audiences, musicians, and arts workers with fewer financially viable opportunities.

Additionally, the US Justice Department has deemed Live Nation "a criminal enterprise" in their antitrust case, which has the backing of 40 states' attorney generals. One example of this is how Live Nation exploits music audiences through their ownership of Ticketmaster, engaging in price gouging and "surge" pricing.

Finally, any band that would play at the Live Nation venue can already be accommodated by existing venues. We must support these venues, not swat them aside and crush them.

Please vote to support the moratorium on the large venue to help protect and strengthen the viability of existing venues, Maine artists, local music fans, and the staff who make it all possible.

Thank you,
Amelia Keleher

--

Amelia Keleher

Pronouns: she/her/hers

"If we want to climb a ladder, we have to let go of one rung in order to reach the next one. If we cling to the views we presently hold, we cannot progress." – Thich Nhat Hanh

Regarding the Live Nation development proposal

dave godowsky dave@godowsky.co via portlandmaine.gov

Fri, Jul 11, 1:49 PM (3 days ago)

to council, publiccomment

To the Members of the Portland City Council:

I am a Maine native and local music business owner, having recently founded a global music company operating in the heart of Portland. I offer a holistic perspective, having spent over two decades in the music industry, working at an executive level across labels, management, and technology. I am writing to express extreme concerns about the proposed Live Nation venue and its potential impact on Portland's music ecosystem and long-term economic and cultural development.

The timing of this proposal coincides with significant federal scrutiny of Live Nation's business practices. In May 2024, the U.S. Department of Justice, joined by 40 state attorneys general, filed a comprehensive antitrust lawsuit against Live Nation Entertainment, alleging monopolization across the live entertainment industry. This case, scheduled for trial in March 2026, represents the culmination of years of investigation into the company's practices following their 2010 Ticketmaster merger.

With this in mind, Portland's music scene must be carefully protected. Our city hosts hundreds of concerts annually across multiple independent venues, including the State Theatre, Thompson's Point, Portland House Of Music, SPACE, and numerous smaller venues that form the backbone of our cultural ecosystem. This ecosystem relies on a diversity of venues, each serving different audiences at varied price points, supporting local musicians, providing affordable entertainment options for residents, and attracting visitors who value authentic cultural experiences over standardized corporate programming.

Portland's diversity of venue sizes creates a "venue ladder," essential infrastructure that allows artists to develop their careers from small local shows to larger regional performances. Research from the National Independent Venue Association (NIVA) shows that every \$1 spent on a ticket at an independent venue generates \$12 in local economic impact through associated spending on dining, lodging, transportation, and retail.

Live Nation's fixation on overtaking smaller markets follows a predictable pattern of market consolidation that undermines local venue diversity. The company's vertical integration of ticketing (Ticketmaster) and venue/promoter ownership creates structural advantages that independent venues cannot match, regardless of their community value or artistic merit.

Lastly, in terms of infrastructure, Portland's already-documented traffic challenges would be exacerbated by a large-capacity Live Nation venue. Maine Department of Transportation regulations require any development generating 100+ vehicle trips per hour to undergo extensive traffic impact analysis and fund necessary infrastructure improvements. A Live Nation venue of this size would

likely require significant off-site mitigation measures, including new traffic signals, turn lanes, and pedestrian infrastructure - costs that ultimately burden city resources and taxpayers.

Rather than conceding to Live Nation's expansion strategy, the Council could better serve Portland's economic and cultural interests through more proactive, strategic efforts. For example:

1. Working with successful local venues like Thompson's Point and State Theatre to explore capacity adjustments that maintain local ownership and character.
2. Commissioning an independent analysis of Portland's current venue capacity, economic impact, and infrastructure needs before considering major new developments.
3. Establishing "agent of change" policy frameworks that protect established music venues from development pressures, following models we've seen in cities like London.
4. Considering tax policies that support independent venues and local promoters, similar to Texas' Music Incubator Rebate Program.

In conclusion, the current federal antitrust case against Live Nation provides compelling evidence that the company's business model would inflict irreparable damage to Portland's thriving music scene and its surrounding economy. I respectfully urge the Council to delay any decision on Live Nation's proposal pending resolution of the federal antitrust case and completion of a comprehensive study of Portland's music venue needs and infrastructure capacity. Our city's cultural and economic future deserves careful consideration based on Portland's unique character and community interests, not corporate expansion strategies.

Thank you for your consideration. I would welcome the opportunity to discuss this matter further and provide additional documentation as needed.

Respectfully,
Dave Godowsky

--

Dave Godowsky
Godowsky Artist Relations
www.godowsky.co
857.998.7907

Opposition to Live Nation Venue

Tyra Mazzer tyrakmazzer@gmail.com via portlandmaine.gov
Fri, Jul 11, 3:35 PM (3 days ago)
to council, publiccomment

Tyra Mazzer
79 Aldworth Street
Portland, ME 04103
7/11/25

Portland City Council
389 Congress Street
Portland, ME 04101

Dear Mayor and Members of the Portland City Council,

I am writing today as a concerned resident of Portland to urge you to reject the proposed Live Nation music venue. While I support Portland's thriving arts and music culture, I believe that welcoming Live Nation—a corporation with a well-documented history of monopolistic and predatory business practices—poses a serious threat to the health and diversity of our city's independent music scene.

Live Nation's dominance in the live entertainment industry is no secret. They control a vast majority of the concert promotion, ticketing, and venue operations in the United States, often locking artists and venues into exclusive contracts that limit competition and drive up ticket prices for consumers. Their practices have been the subject of federal antitrust scrutiny and widespread criticism from independent promoters, artists, and music fans alike. Bringing such a powerful, profit-driven entity into Portland would make it significantly harder for our independent venues, bookers, and promoters—who have helped build Portland's rich and eclectic music culture—to compete.

Portland has earned its reputation as a creative, welcoming city because of the grassroots efforts of local musicians, small venues, and independent promoters who have spent years cultivating a vibrant and inclusive music community. These venues—spaces like the State Theatre, Portland House of Music, SPACE, Sun Tiki, and countless DIY spaces—foster up-and-coming talent, support local artists, and contribute immeasurably to the city's cultural and economic vitality. A Live Nation venue would draw top-tier touring acts away from these local businesses, leaving them with fewer opportunities to thrive. It could also discourage independent promoters from taking financial risks on smaller shows, undermining the very ecosystem that allows artists to grow.

This is not just about one venue—it's about protecting the cultural fabric of Portland. Allowing a corporate behemoth like Live Nation to gain a foothold here will reshape our city's music scene in ways that prioritize corporate profits over community impact, artist diversity, and local economic growth.

I respectfully ask the Council to listen to the voices of the local music community and the citizens who care about Portland's cultural future. Please say no to Live Nation's proposed venue, and instead continue supporting independent businesses and organizations that keep Portland's music scene authentic, accessible, and thriving.

Thank you for your time and consideration.

Sincerely,
Tyra Mazzer

In Opposition to a Moratorium on Live Nation's Proposed Performing Arts Venue

Jennifer Packard jp@pkrealtymgmt.com via portlandmaine.gov

Fri, Jul 11, 4:16 PM (3 days ago)

to publiccomment@portlandmaine.gov, council@portlandmaine.gov,
citymanager@portlandmaine.gov, mdion@portlandmaine.gov

Dear Mayor Dion, Members of the Portland City Council, and City Manager,

As a business owner on Monument Square, I am writing to express my strong opposition to the proposed moratorium being considered in response to Live Nation's plan to build a new performing arts venue in downtown Portland. A moratorium at this stage would contradict years of deliberate community planning, damage Portland's reputation as a place open to thoughtful investment, and send a chilling message about who and what we value in our public spaces.

Portland's zoning and land use policies were not hastily drawn—they emerged from a comprehensive, seven-year process grounded in public input and community consensus. The resulting plan specifically designates the downtown area as appropriate for the type of cultural investment Live Nation proposes. To impose a moratorium now undermines the very foundation of our planning system. It tells businesses, artists, and community builders that the rules can change on a whim—after they've already played by them!

But beyond the procedural harm, there is a deeper risk: that we allow fear to shape our city instead of hope. The answer to discomfort or disorder in our public spaces is not to push people away or hollow them out, but to fill them with life. Music, art, and shared experiences have the power to reweave the social fabric, to draw people of all ages and backgrounds into our streets, safely and joyfully. A vibrant cultural venue invites Portlanders and visitors alike to spend time downtown, to connect, to support local businesses, and to see our city as a place of possibility.

We must also resist the impulse to divide people by geography or class. Some argue that a venue like this brings in the "wrong" crowd. But there are not good people (Portlanders) and bad people (from away, i.e. anywhere but Portland) based on where they come from. There are just people—seeking meaning, entertainment, and community. Portlanders travel to surrounding towns for nature, trails, and peace. We should not be alarmed when others come to our city for music, energy, food, and culture. We are one region, and we do best when we build bridges—not borders.

Portland is at an incredibly pivotal moment in its economic and cultural evolution. Let us not retreat behind the false safety of fear and inaction. Let us take back the streets by filling them with life.

Please reject any attempt to impose a moratorium and instead support thoughtful, inclusive, and creative development that reflects our shared values.

Thank you for your time and your leadership.

Sincerely,

Jen Packard

Image

Jennifer Packard

Business with Live Nation is SAD AND LAME, JESUS!

Oliver Compton oliver.ccompton@gmail.com via portlandmaine.gov

Fri, Jul 11, 6:12 PM (3 days ago)

to council, publiccomment, abullett

Are you aware of the recent Anti-trust case in which the US justice department deemed live nation, “a CRIMINAL enterprise” ???? How is this even a debate???

Have we not all been alive for the last 20 years when these massive corporate juggernauts come into local communities, which people love because they are local! , and promise some sad public benefit package and proceed to completely walk it back? Then we are left with a huge venue— which the city already has and sort of owns maybe?— and a blood sucking, powerful, monopoly that just seeps its influence into the rest of the city and makes it worse.

Thompson’s point is great also! just be happy with that!

I’m not sure if any of you members have purchased a ticket from these guys but it is brutal the amount of money they squeeze consumers for. None of that money will be going into the city.

Please vote in favor of this moratorium PLEASE!!!

With love and solidarity,

Oliver

Large music venue

Marcus Varner mrcsvnr@gmail.com via portlandmaine.gov

Fri, Jul 11, 9:49 PM (3 days ago)

to council, publiccomment

I'm writing to add my voice and say that a pause should be implemented to really consider what kinds of impacts that the considered venue would have on the real people that live in Portland. Please consider people over the corporate profit this would bring.

Thank you, Marcus Varner

Vote YES for Large Venue Moratorium on July 14

Caroline Hadilaksono chadilaksono@gmail.com via portlandmaine.gov

Sat, Jul 12, 12:05 AM (2 days ago)

to council, publiccomment

Hello,

My name is Caroline, I'm a Portland District 1 resident. I'm writing to voice my opposition to the proposed Live Nation Venue at 244 Cumberland Ave.

I've been a renter in District 1 of Portland for 8 years. I echo all the concerns that have been voiced regarding the Live Nation Venue proposal such as: parking issues, traffic congestion, the impact on existing arts venues and the cannibalizing of smaller local performance spaces.

If you live in Portland, you know that it doesn't take much to cause traffic congestion in downtown Portland, even a stopped school bus will jam up Cumberland Ave. Every time there's an event happening at Merrill Auditorium, the surrounding streets (all along Congress and Cumberland) would get backed up for miles with cars trying to get in/out of the surrounding parking lots. And that's for a show at a venue with a 1,900-seat capacity.

Please don't let a \$32 billion company that was sued for monopoly make decisions that would impact Portland's landscape and community for years to come. These developers have a lot of profits to gain but no real stake in the community.

I'm writing to you now to ask you to vote YES for a moratorium on large venues, it is the only sound, legal, and responsible next step the City Council can take. I'm counting on you to advocate for the interest of your constituents.

Thank you,

- Caroline Hadilaksono

Live Nation

Grayson O'Connor grayoco@gmail.com via portlandmaine.gov

Sat, Jul 12, 8:57 AM (2 days ago)

to publiccomment

Our beautiful city does not need a large corporate venue owned by a literal monopoly. Please PLEASE do the right thing and shut this down!!!

In support of the large venue moratorium

Speckled Ax caroline@speckledax.com via portlandmaine.gov

Sat, Jul 12, 9:19 AM (2 days ago)

to council, publiccomment

To Whom it May Concern,

My name is Caroline, I have worked in Portland for 7 years and lived in the city for 6 years. I am a lifelong Mainer.

I am urging you to support the large venue moratorium. Specifically, a Live Nation-backed venue would wreck chaos and add nothing to our city's culture. Portland is so special because we have a plethora of venues and performance spaces, from the large to DIY. Portland has long had a reputation for "punching above its weight", for producing and hosting talents that are often associated with larger cities.

Allowing a Live Nation venue (or any such new large venue) to come into town will lead to our beloved venues to shut down or be bought out. Live Nation is a monopoly. The artistic community that makes Portland so special— that drives our tourism, and our new population moving here as well— will be destroyed. Furthermore, I worry how a large venue will impact Portland's already-strained parking resources.

For these reasons, I urge you to SUPPORT the large venue moratorium.

Best,

Caroline Homer

Portland against Live Nation

Cindy Howes chowes@gmail.com via portlandmaine.gov
Sat, Jul 12, 11:09 AM (2 days ago)
to council, publiccomment

To the Members of the Portland City Council:

I am a recent transplant to Portland from Pittsburgh, PA where I worked at their NPR Music station as morning host for over a decade. I longed to return to New England for many reasons, including its vibrant music community and passionate concert-going population. I have been so pleased with the crowds I've experienced at the concerts I've attended. Everyone is respectful, listening and the rooms are packed. We have a very special thing going on in the city of Portland. Adding a commercial commodity that does not care for the community, but rather getting the biggest profit while gutting whatever other businesses stand in its way is a terrible idea for our music ecosystem and the culture of our concerts.

As a radio professional, I have seen what Live Nation, formerly Clear Channel, has done to the radio industry. With the passing of the 1996 Telecommunications Act, companies like Clear Channel came to destroy the community aspect of an industry through monopolizing radio markets. Growing up in the 90's, there was a definite change to what radio sounded like in 1992 vs 1999. Women, minorities and other marginalized groups disappeared from the airwaves. Instead it was rap rock and pre-fab boy bands and former Mickey Mouse Mouse Club stars. Radio programming that was based on passionate professionals who lived and worked in their communities, was handed off to corporate higher ups in cities thousands of miles away. The choices being made were all to cater to the masses without challenging listeners and without the goal of music discovery. That type of radio was ripped from the commercial airwaves and confined to the left end of the dial on public radio and community-run stations, which now are having their already-approved federal funding taken away. It's very bleak.

This is the type of company that you'll be unleashing on our community if Live Nation is allowed to do business in the city of Portland. They don't care about our community or the people who attend their concerts. Please keep Portland special and keep Live Nation out of our town!!

Sincerely,
Cindy Howes
189 St. John St., Portland, ME.

Cindy Howes
Host of Basic Folk
Listen to Basic Folk
IG: @basicfolkpod

Portland against Live Nation

Cindy Howes chowes@gmail.com via portlandmaine.gov

Jul 12, 2025, 11:09 AM (2 days ago)

to council, publiccomment

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Sincerely,
Cindy Howes
189 St. John St., Portland, ME.

Cindy Howes
Host of Basic Folk
Listen to Basic Folk
IG: @basicfolkpod

Concerning the Live Nation Venue proposal

DJ Matt Perry djmattperry@gmail.com via portlandmaine.gov
Sat, Jul 12, 11:31 AM (2 days ago)
to council, publiccomment

To the Members of the Portland City Council,

My name is Matthew Perry, a Music Producer and Audio Engineer based in Portland with credits including ESPN, Guild Wars, Wu-Tang Clan, and more. I work closely with Portland artists to develop nationally competitive music and regularly collaborate with multi-platinum producers, Grammy-winning songwriters, and Billboard #1 artists.

I'm writing to express serious concern about the proposed Live Nation venue. While I understand the desire to grow Portland's cultural offerings, this move risks undermining the very music ecosystem that makes our city special.

Live Nation is currently the subject of a major federal antitrust lawsuit involving the DOJ and 40 state attorneys general. With the trial set for 2026, it seems premature—and potentially harmful—to move forward with a deal involving a company under such intense legal scrutiny.

People don't move to Portland for big-box entertainment. They come for our independent spirit—local venues, original music, creative food, and authentic culture. That's what makes Portland stand out, and that's exactly what needs to be protected.

As a performer in multiple local bands, I've personally experienced the value of Portland's "venue ladder." We started in small clubs playing to 30–100 people, graduated to mid-size venues of 300–450, and eventually headlined festivals like Riverjam and Pride Portland, playing for thousands. That kind of progression only exists because of the range and health of our independent venues.

Venues like Thompson's Point, State Theatre, SPACE, and Portland House of Music are vital to local music. A large corporate venue could easily unbalance this system by consolidating bookings, pushing up costs, and pulling artists away from local promoters.

There's also the infrastructure impact—traffic, parking, and safety challenges that would likely require costly upgrades. Under Maine DOT rules, any high-traffic development must undergo analysis and fund mitigation. Those costs could easily fall on the city and its taxpayers.

Instead of rushing into a Live Nation deal, I encourage the Council to:

Strengthen and scale up existing local venues

Commission a neutral study of venue capacity, infrastructure, and economic impact

Explore incentives and protections for independent venues and promoters

Portland's music scene is one of its most valuable assets. Let's protect what makes it unique.

Thank you for your time and for allowing me to share my voice.

Warmly,

Matthew Perry

Live Nation

Christian Guthrie christian6uthrie@gmail.com via portlandmaine.gov

Sat, Jul 12, 11:37 AM (2 days ago)

to council, publiccomment

As someone who has been enjoying all of what Portland has to offer with the many small music venues and local bars, Live Nation would kill Marines best asset, local music.

The City should not be doing business with Live Nation.

The US Justice Dept. has deemed Live Nation “a criminal enterprise” in their anti-trust case, which has the backing of 40 states’ attorney generals.

Lawsuits with the backing of 40+ states are nearly once-in-a-generation, reserved for some of the most evil, predatory corporations one can imagine: Big Tobacco, Purdue Pharma (makers of Oxycontin), Facebook...

The monopoly practices are so extreme that it has the backing of most Republican-led states. Even the Trump Justice Dept. has declined to throw out the case.

Live Nation’s proposed venue would wreak havoc on the local economy, shuttering businesses, through their documented business model of monopoly domination.

They crush competition, drive ticket prices up, drive wages down, and leave audiences, musicians, and arts workers alike with fewer opportunities.

After entering a new market, Live Nation deliberately consolidates power, buying up smaller venues and driving those that won’t work with them out of business.

Live Nation exploits music audiences.

Through their ownership of Ticketmaster, they gouge audiences with exorbitant fees and “surge” pricing.

The venue would be a nightmare for downtown traffic, parking, and pedestrian safety.

Live Nation’s proposal for a 3,300 capacity venue includes no plan to create any new parking.

Their “parking plan” only includes existing garages and they are not bound by any city law to see this “plan” through.

Live Nation’s proposed project would offer nothing new.

Any band that would play at the Live Nation development can be accommodated in existing venues—either the publicly-owned and operated Merrill Auditorium and Cross Insurance Arena, or the State Theatre and Thompson’s Point.

A moratorium is a legally sound, common sense next step for the City Council to take.

City Council needs to treat this project as the existential threat it is.

The Portland arts and music community does not want to see this project come to fruition and we need advocacy and leadership from our elected officials.

The moratorium gives the City position to negotiate from.

LiveNation has unofficially offered the City a meager public benefit package, but the City has no way of holding LiveNation to this and no way to negotiate a package that would actually benefit the City in any meaningful way.

Live Nation Moratorium

'joanna frankel' via City Council

Sat, Jul 12, 11:46 AM (2 days ago)

to council@portlandmaine.gov, publiccomment@portlandmaine.gov

Dear Councilors,

I would like to add my voice to those calling for rejection of Live Nation's proposal to build a new music venue in an already congested area of Portland. There are many reasons to reject this proposal, including issues with crowding and parking. But I would like to highlight the issue that PORTLAND DOES NOT NEED ANOTHER MUSIC VENUE, ESPECIALLY ONE RUN BY A CORPORATION! We are rich in independent music venues in our city, including the State Theater, Thompson's Point, One Longfellow Square, and the Merrill Auditorium. We already attract national and international touring acts. It would be a huge loss if any of our existing venues lost revenue to the point of closure because we gave our money to Live Nation instead. We need housing, not Live Nation ticket gouging and service fees! Please reject this proposal.

Sincerely,

Joanna Frankel

Brackett St, Portland

No on Large Venue Moratorium

Samuel Bush samuel.alden.bush@gmail.com via portlandmaine.gov

Sat, Jul 12, 1:51 PM (2 days ago)

to council, publiccomment

Greetings from the West End,

I am writing to urge review of the proposed large venue moratorium that will be voted on Monday July 14th. I ask that city council members to vote against the proposed venue, or at least take pause to understand the impacts this would have on the creative community of Portland; one that has shaped this city and that I have known and loved my whole life growing up here. I share fears with many that smaller music venues and artists will be put in jeopardy, and irrecoverable damage may occur to the artistic landscape that makes this city so beautiful. I can see that a decision like this may look appealing on paper, and may have been suited for other cities in the past, but this would be in no way beneficial to Portland with it's rich community and independent artistic topography.

I don't believe the substantiation for the large venue moratorium incorporates important qualitative and intrinsic nuance about this city and it's community, and will be damaging to our town and it's economy. I ask that members pause or vote against the large venue moratorium to preserve the character and small artist economy of Portland so we may explore alternatives that will enrich our community.

Thank you very much,

Sam

Samuel Bush

Art Director | Mechanical Engineer

207-899-8782

175 Danforth Street

Portland, ME 04102

No live nation please

Jean Jackson jean.jackson329@gmail.com via portlandmaine.gov

Sat, Jul 12, 2:13 PM (2 days ago)

to publiccomment

Good afternoon!

I am a Portland resident and registered voter.

I would like to express my strong disinterest to see a live nation venue in Portland. The city can hardly handle the traffic when there is a state theater concert, let alone what this would do to the local music community.

We have many venues in downtown Portland that provide great options of all sizes. Didn't Westbrook already try this with rock row to only see it fail? I'm not convinced this is a good plan for Portland.

Please do not vote for this. We do not need this nor do we want it.

Best,

Jean Jackson

Grace Sullivan gracevsullivan@gmail.com via portlandmaine.gov

Sat, Jul 12, 2:56 PM (2 days ago)

to publiccomment

Good morning,

My name is Grace Sullivan, and I'm writing to say we should pause any involvement with Live Nation until we can understand the impacts it will have on Portland.

Portland should not be doing business with Live Nation. The US Justice Dept. has deemed Live Nation "a criminal enterprise" in their anti-trust case, which has the backing of 40 states' attorney generals. Lawsuits with the backing of 40+ states are nearly once-in-a-generation, reserved for some of the most evil, predatory corporations one can imagine: Big Tobacco, Purdue Pharma (makers of Oxycontin), Facebook...

Thank you,
Grace Sullivan

Sent from my iPhone

Order 9-25/26

jasmineallopez@gmail.com via portlandmaine.gov
Sat, Jul 12, 3:54 PM (2 days ago)
to publiccomment

Dear City Council,

I would like to express my support for the passage of the 180-day large venue moratorium. I fully oppose the development of such a venue, and I think that having time to review the Ordinance is essential. Even if changes were made to the City Ordinance to accommodate for increased traffic and tourism, I think that such a venue would degrade the quality of the amazing, intimate music scene we have developed here in Portland.

I also have a few questions:

The meeting agenda states that the moratorium would be applied retroactively to December 1, 2024. More than 180 days since then, so when does the moratorium officially end? Finally, upon the end of the moratorium, will any proposed developments then need to go through the planning process?

Thank you for taking the time to read this! I briefly interned in a Planning Department for another Maine municipality and I really have an appreciation for the difficult work that you all do.

Have a good day!
Jasmine Lopez

In support of moratorium on large venues

Taylor Tanous taylor93jamestanous@gmail.com via portlandmaine.gov

Sat, Jul 12, 5:06 PM (2 days ago)

to council, publiccomment

Portland city council,

I write to you as a concerned local musician. Live Nation is well known to use cut throat monopolistic practices which harm the already fragile small independent venues that local musicians require. Our local music scene is so precious and so vital to the culture of our city and allowing a major corporate entity like that into our community could be ruinous for so many artists who thrive in this city because of what our small venues offer them. Protecting our small venues should be of the utmost importance to the city council and I sincerely urge you to place a moratorium on the creation of any venue owned by Live Nation.

Taylor Tanous

Guitarist, singer, songwriter

Glassfishis

No LiveNation Venue in Portland

Melody Cropley melody.cropley@gmail.com via portlandmaine.gov
Sat, Jul 12, 5:31 PM (2 days ago)
to council, publiccomment

The construction of a LiveNation Venue is a bad move for Portland.

The City should not be doing business with Live Nation, a company that the US Justice Dept. has deemed “a criminal enterprise” in their anti-trust case, which has the backing of 40 states’ attorney generals. Lawsuits with the backing of 40+ states are nearly once-in-a-generation, reserved for some of the most evil, predatory corporations one can imagine such as Big Tobacco, Purdue Pharma (makers of Oxycontin). The monopoly practices are so extreme that it has the backing of most Republican-led states. Even the Trump Justice Dept. has declined to throw out the case.

Live Nation’s proposed venue would wreak havoc on the local economy, shuttering businesses, through their documented business model of monopoly domination. We would lose well-loved local venues in the name a corporation. They will crush competition, drive ticket prices up, drive wages down, and leave audiences, musicians, and arts workers alike with fewer opportunities. Live Nation will deliberately consolidate power, buy up smaller venues, and drive those that won’t work with them out of business.

Live Nation’s proposed project would offer nothing new except the closure of beloved local venues and a lack of local music. Any band that would play at the Live Nation development can be accommodated in existing venues— either the publicly-owned and operated Merrill Auditorium and Cross Insurance Arena, or the State Theatre and Thompson’s Point.

Do not allow a Live Nation venue in our city.

Thank you for your time and consideration,

Melody Cropley

In support in the large venue moratorium

Laura Cowie laura.ann.cowie@gmail.com via portlandmaine.gov

Sat, Jul 12, 8:37 PM (2 days ago)

to council, publiccomment

Good evening,

I write to you as a local musician- a singer and the lead songwriting of Portland-based band Sorrowfuse - in support of the moratorium on large venues.

The local Portland music scene is vital to the culture of our city. Allowing a major corporation like Live Nation- currently under investigation for its predatory practices - into our community will bring harm to the local, independent arts community. As a city we should be supporting small, independently-run venues that provide a stage for both national bands and those here at home just getting their start. I urge you to consider this artists perspective when you cast your votes.

I sincerely urge you to place a moratorium on large venues, and halt the creation of any venue owned by Live Nation.

Thank you for your consideration,
Laura Cowie

Laura Cowie
Network Manager, Real Voices Media
(207) 272 - 7305

Large venue moratorium

Tess Grossi teg516@gmail.com via portlandmaine.gov

Sat, Jul 12, 9:20 PM (2 days ago)

to council, publiccomment

Live Nation's proposed venue would wreak havoc on the local economy, shuttering businesses, through their documented business model of monopoly domination.

They crush competition, drive ticket prices up, drive wages down, and leave audiences, musicians, and arts workers alike with fewer opportunities.

After entering a new market, Live Nation deliberately consolidates power, buying up smaller venues and driving those that won't work with them out of business.

The venue would be a nightmare for downtown traffic, parking, and pedestrian safety.

Live Nation's proposal for a 3,300 capacity venue includes no plan to create any new parking.

Their "parking plan" only includes existing garages and they are not bound by any city law to see this "plan" through.

Live Nation's proposed project would offer nothing new.

Any band that would play at the Live Nation development can be accommodated in existing venues—either the publicly-owned and operated Merrill Auditorium and Cross Insurance Arena, or the State Theatre and Thompson's Point.

A moratorium is a legally sound, common sense next step for the City Council to take.

City Council needs to treat this project as the existential threat it is.

The Portland arts and music community does not want to see this project come to fruition and we need advocacy and leadership from our elected officials.

The moratorium gives the City position to negotiate from.

LiveNation has unofficially offered the City a meager public benefit package, but the City has no way of holding LiveNation to this and no way to negotiate a package that would actually benefit the City in any meaningful way.

The city needs affordable housing!

~

Tess Grossi

LiveNation Decision

Daniel O'Donnell evildonald@gmail.com via portlandmaine.gov

Sat, Jul 12, 9:48 PM (2 days ago)

to council, publiccomment

A pause is necessary to study the impacts this project will have on the creative economy, the abutting neighborhoods, and downtown Portland!

LiveNation is a destructive monopoly and this project should not be approved!

signed

Daniel O'Donnell

A maine resident

Daniel O'Donnell evildonald@gmail.com via portlandmaine.gov

Sat, Jul 12, 9:52 PM (2 days ago)

to council, publiccomment

Listen up! We need a pause to study the impacts this project will have on the creative economy, the abutting neighborhoods, and downtown Portland!

Live Nation

Ben German ben.rush.german@gmail.com via portlandmaine.gov

Sat, Jul 12, 9:52 PM (2 days ago)

to publiccomment, council

The city has a thriving music scene that supports and pushes business to every other part of Portland's economy; the live nation venue will only serve to destabilize and destroy Portland and it's culture the same way the mall did when it was brought to south portland. prioritize the city not this corporation. the pause is needed.

Ben German, Maine native, Portland Resident

Jocelyn Jackson joc.jackson0@gmail.com via portlandmaine.gov

Sat, Jul 12, 11:00 PM (2 days ago)

to counsil, publiccomment

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Jocelyn Jackson, Maine native, Portland Resident

Please Support the Large Venue Moratorium

Patty O'Brien obrien.patty@gmail.com via portlandmaine.gov

Sun, Jul 13, 12:34 AM (1 day ago)

to council, publiccomment

Dear City Council Members,

I am writing to urge you to please support the large venue moratorium. Specifically, I am deeply concerned about the City of Portland potentially doing business with Live Nation.

The U.S. Department of Justice has referred to Live Nation as a “criminal enterprise” in its current antitrust case—a case supported by over 40 state attorneys general. This level of bipartisan legal scrutiny is extraordinarily rare and is typically reserved for corporations that demonstrate systemic, harmful behavior.

Live Nation’s presence in new markets has been shown to destabilize local economies. Their business model revolves around monopoly control: acquiring independent venues, forcing exclusivity agreements, and pushing out competitors who won’t conform. Portland’s diverse, community-based arts and music ecosystem would be put at risk by this monopolistic approach.

Moreover, Live Nation exploits audiences through its ownership of Ticketmaster. Consumers face exorbitant fees and manipulative surge pricing that drives up the cost of live entertainment. Their track record demonstrates a focus on profit maximization over community benefit or fair access.

The proposed 3,300-capacity venue in downtown Portland raises serious concerns:

Traffic and pedestrian safety would be negatively impacted.

There is no plan for new parking infrastructure—only a vague reliance on existing garages.

The proposed venue would not offer anything that Portland doesn’t already have. Artists of that scale are already accommodated at venues like Merrill Auditorium, Cross Insurance Arena, the State Theatre, and Thompson’s Point.

A moratorium is not just reasonable—it is essential. It gives the City time to assess the full implications of this project, and leverage to negotiate meaningful public benefits. Live Nation’s informal public benefit proposal is vague and unenforceable. Without a moratorium, Portland has no mechanism to hold the company accountable or ensure any project aligns with community interests.

Portland’s arts and music community overwhelmingly opposes this project. We need City Council to lead with vision and conviction, and to take seriously the existential threat this poses to local culture and businesses.

Please support the large venue moratorium. Portland deserves thoughtful, community-centered development—not predatory corporate expansion.

Sincerely,
Patty O'Brien

Please oppose the Live Nation venue

'Kate Sullivan-Jones' via Public Comment

Sun, Jul 13, 6:02 AM (1 day ago)

to publiccomment@portlandmaine.gov, council@portlandmaine.gov

Hello,

I'm a musician, downtown worker, and resident in Portland. My husband and I have been playing music in our city for many years and the music scene here is incredibly important to me. I am very concerned that the proposed 3300 seat Live Nation venue will have terrible effects on our city and the music venues we already have. Live Nation is known for trying to put other venues out of business and for its awful effects on other cities where it has opened venues. They have violated anti-trust laws and they should not be welcome here. This will also become a traffic, parking, and safety nightmare if it is allowed to open. Please listen to the musicians and artists who help make our city fun and unique and do whatever you can to prevent this venue from moving forward.

Thank you,

Kathleen Sullivan-Jones

96 Front St

Portland, ME

Livenation project

'Annemarie Heisler' via City Council
Sun, Jul 13, 8:33 AM (1 day ago)
to council, publiccomment

Greetings of the day to you,

I am not able to attend Mondays city council meeting. I have lived in Portland since the 1980s and adore attending music events in our beautiful city by the sea.

You would be hard-pressed to find a happier Portland City Taxpayer than me at a concert here. I was so worried during covid times that live music was over forever. It wasn't, as we all now and it is back and wonderful and I will never take this for granted again.

From personal experience, LiveNation threatens the way music should be. As an example, my path to being able to see the Taylor Swift eras tour was to travel to a country where I could buy tickets at face value and affordably (and where I had relatives to stay with). I believe the department of justice when they charge LiveNation of engaging in criminal activities. I'm a bit surprised that Portland has allowed this project to get to this stage (pun intended).

I do not want our music economy to be harmed again in the way that COVID-19 did. I am taking time out of my beautiful Sunday morning to write this and if you've made it this far - thank you for reading and for making our city a wonderful place to live. Please continue this good work.

With respect and admiration,

Annemarie Heisler

Live Nation Moratorium

max legassie max.legassie1@gmail.com via portlandmaine.gov

Sun, Jul 13, 9:33 AM (1 day ago)

to publiccomment

Hello,

My name is Max Legassie, I am a Portland Resident at 119 Pine St., and I am emailing to voice my opposition to Live Nation's proposed venue on the corner of Franklin & Congress!! This could be a death blow to a long-standing and important community not only in Portland, but across the state of Maine.

Thank you,
Max Legassie

Live Nation Moratorium

Charlotte Scott charscott1908@gmail.com via portlandmaine.gov

Sun, Jul 13, 9:35 AM (1 day ago)

to PublicComment, Council

Hello City Council,

.)))

As a Portland Resident, I am extremely opposed to the proposed Live Nation concert venue. The traffic and lack of parking downtown is already a mess.

Even tourists complain about the traffic

— Portland is an old city with rich history and charm that would be destroyed if a concert venue this size was built on the peninsula. They have no plan to mitigate the traffic or parking—all they care about is their massive profits that will fill their own pockets and leave very little for actual Maine residents & business owners. Live Nation has a very problematic history of business practices. Portland's population and size cannot accommodate this project, and I absolutely love live music (both local and big artists). If Live Nation wants to create a venue, they should consider areas outside of congested downtown portland (Scarborough, for example, is a much more suitable option). Please don't turn this city into a Boston — keep Portland unique—after all, that's why people continuously travel here year after year— it's not for it's big city appeal, it's to get AWAY from the big city feel

Signed:

Charlotte Vesel

address: 94 Morning St Portland, ME 04101

Reject LiveNation Proposal

Maria west mimiwswim@gmail.com via portlandmaine.gov

Sun, Jul 13, 10:24 AM (1 day ago)

to council, publiccomment

I cannot make it to the city council meeting tomorrow but if just like to voice my opinion in regards to the live nation concert venue proposal.

I firmly believe this is a HUGE mistake for Portland, we should be investing in our local venues. Businesses like live nation and ticket master and money hungry and in city's across the US you can see the effect of these venues on local locations.

Here are a few other crucial points the community has brought up

The venue would be a nightmare for downtown traffic, parking, and pedestrian safety. Live Nation's proposal for a 3,300 capacity venue includes no plan to create any new parking. Their "parking plan" only includes existing garages and they are not bound by any city law to see this "plan" through.

Live Nation's proposed venue would wreak havoc on the local economy, shuttering businesses, through their documented business model of monopoly domination. They crush competition, drive ticket prices up, drive wages down, and leave audiences, musicians, and arts workers alike with fewer opportunities. After entering a new market, Live Nation deliberately consolidates power, buying up smaller venues and driving those that won't work with them out of business.

Live Nation exploits music audiences. Through their ownership of Ticketmaster, they gouge audiences with exorbitant fees and "surge" pricing.

I really hope you all listen to the community. No one wants this!!!!

Maria west

Live Nation Moratorium

Betsy Blundell b.blundell@gmail.com via portlandmaine.gov

Sun, Jul 13, 10:40 AM (23 hours ago)

to Council, PublicComment

Hello Portland City Council,

I cannot attend the meeting tonight about the proposed Live Nation venue at the corner of Franklin and Congress, so I am sending this email to express my strong opposition to the building of a new Live Nation venue in Portland.

I work at Portland House of Music. This L.N. Venue would decimate the local music scene in Portland. Live Nation does not care about local communities- it cares about profits. It is not a company that shares Portland's or Maine's values.

I have serious concerns about the proposed venue and its lack of consideration for our city. Parking would become a nightmare. Parking is already bad in Portland for those of us who work in town and especially during busy tourist seasons, the addition of a venue of the proposed size would create a logistical nightmare. The negative ripple effect will be felt in all businesses nearby. Not to mention traffic jams, increased car traffic and pollution.

Portland does not need Live Nation or this proposed venue. Please vote to stop its construction and register this email as my opposition to this proposed Live Nation venue.

Betsy Blundell
Maine resident
113 pierce st. Westbrook ME 04092

· betsy blundell ·

Live Nation Moratorium

Allie Liberatore amlib46@gmail.com via portlandmaine.gov

Sun, Jul 13, 10:41 AM (23 hours ago)

to council, publiccomment

Hello,

I'm writing to express my concerns on the proposed Live Nation venue. The city should not be doing business with Live Nation as the US Justice Department has deemed them a "criminal enterprise" in their anti-trust case, which has the backing of 40 states' attorney generals. The monopoly practices could ruin the local economy by destroying the businesses we all know and love. After entering a new market, Live Nation deliberately consolidates power, buying up smaller venues and driving those that won't work with them out of business.

Every year I am very pleasantly surprised by the variety in music that comes to our local venues. This proposed venue is supposed to bring even bigger names, but I do not anticipate that working when most large artists will be stopping at Boston only 2 hours away. Any artist that would come to Portland could be easily accommodated by our local venues that already exist. Instead Live Nation will just exploit the music audiences by using Ticketmaster to execute surge pricing and crazy fees. I love walking to the State Theater on Fridays to get a physical ticket with no fees and would not want to start fighting in the Ticketmaster queue.

The venue would also be a nightmare for downtown traffic, parking, and pedestrian safety. How can there be a plan for a 3,300 venue with no plan to create new parking?

With all of these concerns and more, I believe a moratorium gives the City position to negotiate and come to a better conclusion on this proposal. Please take these concerns into consideration and think of the people that this venue could hurt.

Thank you,

Allecia Liberatore, Portland resident

Live Nation Moratorium Order 9-25/26

lyssakmanning@gmail.com via portlandmaine.gov

Sun, Jul 13, 10:41 AM (23 hours ago)

to publiccomment, council

To the Portland city council,

Allowing the proposed Live Nation venue to move ahead would be a disaster for Portland.

Live Nation is well known for its predatory and money grabbing business practices and will only drive out local musicians and businesses, while risking the health and safety of Portland residents through increased traffic, depressed local creative arts, and more land lost to private capital instead of the housing and green space that the city needs.

It would jeopardize the city's climate plan, upend public health goals, and do nothing to serve the people of Portland.

I strongly urge you to end this proposal once and for all. If I could attend in person to share this testimony I would but I know my friends and neighbors will be there in my stead. Portlanders do not want this development, and we are counting on you to represent us.

Lyssa Manning

30 Turner St Portland Maine 04101

Live Nation Moratorium Order-9-25/26 Public Comment

Elliot Forman eforman10@gmail.com via portlandmaine.gov

Sun, Jul 13, 10:42 AM (23 hours ago)

to publiccomment, council

Please do not allow the construction of the Live Nation music venue at the corner of Franklin and Congress. It will have a detrimental impact to the function and well being of the neighborhood. There's already a lack of parking and safe walking/biking options in the area and the increase in traffic will make that even worse. Furthermore, Portlan's vibrant independent music and culture scene will suffer.

Elliot Forman

30 Turner St, Portland, ME 04101

Live Nation Moratorium: Order 9-25/26

Amber Card amber@portlandhouseofmusic.com via portlandmaine.gov

Sun, Jul 13, 10:56 AM (23 hours ago)

to publiccomment, Council

Dear City Council Members-

I am writing today in opposition to the proposed Live Nation venue that is planned to be built just one mere block from the venue I call home, Portland House of Music & Events. Yes, we are a small venue, supporting mostly local musicians for the past decade. We understand that we wouldn't necessarily be "competing" with the new LN venue for acts on our stage. But we would very much be competing for space- especially parking & traffic.

I have worked at PHOME since 2021 & was a regular there for many years prior. The traffic & parking availability in the City Hall area on Congress St has always been a nightmare, to put it lightly. That's just with what is currently there.... What do you think our city will look like if we plopp this monster in the center of town? It will inevitably devour venues, restaurants & other small businesses that have made this city so special for years.

I encourage you to remember the 2 years of building the Casco Apartment building, right in front of both City Hall & PHOME, & the struggles we ALL faced while that building was going up. I beg you to consider what inviting a 3,300 capacity venue to that area would mean with NO parking or traffic studies, nor procedures in place to accommodate a regular crowd of that size. I am begging for a realistic view on this proposal.

I am concerned that small, proudly local places like my venue will be quietly swept away due to the lack of consideration in ALL aspects of what inviting this monopolistic conglomerate to our city would mean. I am begging you to think about my small staff of 20 people that love what they get to do every time they walk in for a shift. PHOME is a home for so many & we are all extremely worried about what the next few years will look like if this passes.

I appreciate your time in reading this & thank you for all you do for our city.

Cheers,

Amber

Amber Card
General Manager
Portland House of Music & Events

Order 9-25/26 Live Nation Moratorium

ernestbraun via City Council
Sun, Jul 13, 11:04 AM (23 hours ago)
to Publiccomment, Council

Dear Council,

My name:
Ernest Braun

My address:
171 Congress street APT 3
Portland ME 04101

I am a Portland resident and a working musician and performer. I urge you to vote in favor of the 180-day moratorium. I also urge you to do everything in your power to prevent Live Nation from constructing a new music venue in Portland.

Firstly, this venue poses a significant risk to the local community and the quality of the built environment on the Peninsula. Although the emphasis has been on the availability of paid parking, the impacts go far beyond that. At a recent Sustainability and Transportation subcommittee meeting, there was a detailed presentation on the City of Portland's Vision Zero goals. This presentation was followed by a report on the viability of parking near the Live Nation venue that did not so much as mention the question of pedestrian safety. Before this venue is seriously considered, I would like to see a report on pedestrian and cyclist safety on Franklin avenue, Congress street, East Bayside, Munjoy Hill, and the Old Port that is given the same level of rigor as the question of parking. Despite any given councilor's disposition towards the morality of this proposed venue, we must implement a 180-day moratorium to further study its implications for pedestrians and cyclists.

Secondly, I would like to draw attention to the fact that Portland has a thriving local culture. The backbone of this culture is the network of independent performance venues and arts organizations. Live Nation has a well-documented record of aggressive, monopolistic business practices that would threaten the continued existence of independent arts organizations in Portland. Without falling into hyperbole, this would destroy what makes Portland unique. In spite of any attractive short-term benefits of new development, this Live Nation venue would result in the drying-up of the creative economy that makes Portland a destination for artists, visitors, and sources of sustainable growth.

Please consider your role as council members: you work for the people of Portland, not for industry executives that live elsewhere and see our city as a profitable new market. According to political economist and urban theorist David Harvey, the "entrepreneurial city" is a model of urban governance characterized by the prioritization of outside capital investment and a capitulation to the whims of corporate interests, in order to spur economic growth. As has been documented time and again in cities across America, this model of city planning leads to growth that is inequitable, unsustainable,

and transforms cities from places of community to places of hostility. The proposed Live Nation venue is a textbook example of the “entrepreneurial city” model of growth. This model will not benefit the people of Portland, just as it has not benefited the people of any other American city. As I am sure we will see on Monday evening, the vast majority of Portland residents reject such projects, because we know what does and does not hold benefits for us.

I would like to conclude on a practical note. Given the intense impacts that this development would have, I would like to see more discussion of ways that Live Nation could give back to the community should this venue be constructed. I believe that a 180-day moratorium is an excellent way to plan and negotiate a deal that works for the people of Portland. Some ideas: Live Nation could contribute to increased public transportation infrastructure, specifically an expanded bus depot, as GP Metro’s facility is currently at capacity and cannot accommodate additional buses added to their fleet. Live Nation could contribute to affordable housing projects, as this project would certainly continue to drive up real estate speculation in the surrounding neighborhoods. Live Nation could contribute to a fund that supports local business initiatives, since this venue will certainly threaten the health of the locally-owned business ecosystem. If you support the construction of this venue, please at least be creative about how it can benefit Portland residents in a meaningful way. I believe that implementing the moratorium is an appropriate step to give time to consider such possibilities.

Thank you for your time. I sincerely hope that you consider the voices that make up your constituency and prioritize them over the well-funded and predatory special interests that are behind this proposed development.

Ernest Braun

I Oppose Live Nation Arena

Callie Jacks callietjacks@gmail.com via portlandmaine.gov
Sun, Jul 13, 11:12 AM (23 hours ago)
to council, publiccomment

To the Portland City Council—

I vehemently oppose the development of the Live Nation Arena in Portland. As a young person who owns a home in this city, I do not want my community to be made up or controlled by corporations. The local and DIY music scene in Portland is incredibly special and it is part of what makes this city beautiful. Allowing the development of a large venue will have drastic impacts on the local music scene, economy, and the surrounding neighborhoods. Please do not give in to the appeal of capitalism and greed. We are a city that feels like a village and that is how our community is made. The presence of large corporations and developments is antithetical to our identity as a city.

Please do not move forward with Live Nation development without extensive economical and environmental studies. This is not what our city wants.

Callie Jacks
4 Romasco Lane
Portland, ME 04101

Live Nation Moratorium

Taylor Pilk taylor.pilk@gmail.com via portlandmaine.gov

Sun, Jul 13, 11:16 AM (23 hours ago)

to publiccomment, council

Live nation should not be permitted to build a music hall. It will drive local businesses away, and the local music scene is one of the things that makes Portland Maine so great. Please keep Portland music scene safe and local businesses thriving. We are a community here in Maine and we don't want that to go away.

Taylor Pilk

363 Cumberland Ave, Portland ME, 04101

LiveNation Moratorium / Order 9-25/26

m.lawler96 m.lawler96@gmail.com via portlandmaine.gov

Sun, Jul 13, 11:32 AM (23 hours ago)

to publiccomment, council

To whom it may concern;

My name is Madison Lawler (169 Woodford Street) and I am emailing you today to voice my concern and vehement opposition to LiveNation and their proposed venue.

As a lifetime Mainer and current Portland resident, the local music scene is one that means a whole lot to me. I've been lucky to be able to enjoy the numerous small venues that Portland has to offer.

Please reconsider this venue and what it would mean for Portland. It has many more complications that it would be worth, I fear. The current infrastructure of the city cannot handle something like this.

Thank you for your time.

Madison Lawler
169 Woodford Street, Portland ME

Live Nation - Proposed Venue

Emily McCarthy e.quinn.mccarthy@gmail.com via portlandmaine.gov

Sun, Jul 13, 11:49 AM (22 hours ago)

to publiccomment

To Whom It May Concern,

I am writing to you as a small business owner in Portland for my strong opinion on why I believe you should not be doing business with Live Nation, or at least postpone the decision on having a venue in Portland associated with them to fully understand the impact that it would have here.

The US Justice Department deemed Live Nation as "a criminal enterprise" in their anti-trust case. I love Portland because of our uniqueness and small town feel. Bringing in such a venue would not only be at the detriment of small businesses and the people that inhabit this city, it would also create a monopoly on music that this city does not need. Portland should be championing to stay small and support those who work here. As a small business owner, it has been a struggle to keep up with the demands of the city as it is. Just look at all of the for rent and vacant businesses on Congress Street. This would only make that so much harder to operate.

Please take into consideration what a Live Nation venue would do. They would crush the competition of the small businesses already here, lower wages to an already high cost of living area, and drive prices up so those residents can't afford the entertainment in this area. We are a city filled with musicians, artists, and amazing people. Please don't make it harder for them to gain access to the work that is available here.

In addition to that, traffic due to the summer surges that we love to see would make it even that much harder for residents. Parking for those who live here would be that much worse, and even though they have a proposed parking lot, they do not need to follow through with that expense. They only think about themselves and their profit, not the wonderful city that they wish to inhabit.

I know that you would like to see this city grow and thrive, but the best way to do so is to support the businesses run by residents and take care of what is already here. Don't sell out to just make a faster dollar, and try to become something that your residents don't want. Make this city better by taking care of those who are already here.

Thank you so much for your consideration.

Best,

Emily Otero

Continue the large venue moratorium

George Katilus geokatilus@gmail.com via portlandmaine.gov

Sun, Jul 13, 11:54 AM (22 hours ago)

to council, publiccomment

I write as a constituent to implore the council to continue the moratorium on large venues. We cannot afford to waste vital land on a redundant venue without considering the alternatives and the impacts. Please vote with your constituents and not your wallets in mind.

George Katilus

8 white birch ln, Portland, Maine 04103

—

George Katilus IV

Livenation Project

Scott Mohler info@mainemusicalliance.com via portlandmaine.gov

Thu, Jul 31, 12:47 PM (11 days ago)

to council, publiccomment

Greetings councillors. I just wanted to take a moment to refute the claims of the developer in this project that parking wont be an issue. Here he is quoted in MaineBiz as to why he chose to move his business OUT of Portland.

"It was Todd Goldenfarb, Howard's son, who led the site search that ended in Scarborough. Among the concerns that led the firm to choose Scarborough were the fact that Ram had earlier sold its headquarters at 121 Middle St. in Portland and that parking was tight in downtown Portland."

This is far from a smoking gun I realize that, but it proves that they will say anything to get their way even if they know it isnt true.

--

Scott Mohler

Executive Director

Maine Music Alliance

www.mainemusicalliance.com

In response to the prospect of a new Live Nation venue

Nicolaus Bloom nick@bloomarts.com via portlandmaine.gov

Thu, Jul 31, 12:56 PM (11 days ago)

to publiccomment

To whom it may concern:

Greetings to all. My name is Nicolaus Bloom. I have been a member of the Portland community since 1993 and working in the arts and concert industry immediately upon my arrival to this wonderful city. I first worked for Maine Arts, Inc.; producers of New Year's Portland, Congress Square Events, and The Maine Festival until I started my own music booking company in 2001. In my capacity as a music booking agent, I have helped venues all across Maine with their concert booking including the LL Bean Summer in the Park Concerts, The Strand Theatre/Rockland, and The Stone Mountain Arts Center/Brownfield, among others.

As you consider the prospect of a new Live Nation venue in Portland, let me share some reflections on how this new venue could have hurtful ripple effects in Portland and all across the state.

Others who know more about city planning can speak to the logistical hardships it places on the city so let me speak to the overall well-being of Portland venues, staffers, and ticket buyers. First of all, there would be a crippling stress placed on Portland venues to attract shows and maintain solvency. This new Live Nation venue doesn't necessarily fill a void as much as it will take away shows that other hardworking Portland venues would typically book. Booking agents will surely go where the money is and LN will certainly be able to outbid other independent venues. I can see a world where ticket prices at this new venue would actually be higher than the regional average. They just can charge more at the box office and they will. No one needs more inflation. This could also force other venues to raise their ticket prices in order to raise more capital to pay higher artist fees in order to compete. Like an auction, booking agencies play us venue buyers off of each other to get the best money for their artists thus creating an artificial inflation. And, if existing venues suffer, it unduly hurts the hundreds of individuals who staff these places and who live in our communities. Most of the money that LN earns wouldn't necessarily stay in Maine. It would get syphoned to LN national.

And, then, consider the effect it would have on venues all throughout Maine. For all the same reasons that this new venue could hurt Portland, it will replicate the same challenges for venues all throughout Maine. It will be felt in the box office. It will make it harder to attract artists to their rooms. It may force venues in Maine to close and lay off employees. Maine venues already need to compete with venues in New England and all throughout the eastern US to attract shows to the state. To add more stress to this complex ecosystem would be simply be such undue hardship.

All in all, I feel we need to nurture and care for the robust industry that we already have. Thank you for considering my perspective.

Best,
Nick

Nicolaus Bloom
(207) 749-5952
nick@bloomarts.com

Please support Portland Music Hall

Christopher Robinson team@speak4.co via portlandmaine.gov
Thu, Jul 31, 4:19 PM (11 days ago)
to Portland

Dear Portland City Council,

Dear Portland City Council members,

I am writing to ask for your reconsideration of the retroactive moratorium regarding the Portland Music Hall and encourage you to let the Planning Board work through the review as has been done to date.

Having worked in the City for many years, Portland needs net new capital and investment like what the Music Hall is proposing. And with that investment comes new jobs as well as tax revenue for the City. Thank you for your consideration.

All the best,

Chris Robinson
Sincerely,

Christopher Robinson
16 Ledgewater Drive
Kennebunk, ME 04043-7748
ccrobinson2@gmail.com
207-604-0778

Please support Portland Music Hall

Ron Sargent team@speak4.co via portlandmaine.gov
Fri, Aug 1, 10:00 AM (10 days ago)
to Portland

Dear Portland City Council,

This venue will bring in a completely different level of artist that currently does not play in this market. The Cross Insurance Arena and Thompson's Point are too large, and the State Theatre and Merrill Auditorium are too small. Currently, the furthest north for this level of artist to perform is Boston. This venue will also operate year round, which will bring in tourists during the winter months, and provide jobs during that time as well.

Thank you for your time.

Sincerely,

Ron Sargent
10 Burnham St, #11
South Portland, ME 04106-4245
rsargen1@gmail.com
207-413-9791

180 day moratorium for large music venues

'lisa arsenault' via Public Comment

Sat, Aug 2, 4:13 PM (9 days ago)

to publiccomment

Dear City Council,

I'm writing to ask the council to vote YES on a 180 day moratorium for large music venues on 8/11/25. I adamantly oppose the proposed venue by Live Nation on Congress st. This conglomerate, Live Nation, has multiple civil antitrust lawsuits filed against it by 30-40 US states alleging monopolization of the live entertainment industry. These lawsuits claim Live Nation's anti competition practices stifle competition leading to higher ticket prices and limited choices for the general public. I'm concerned about the negative consequences to our current independent music venues throughout the city.

In addition to Live Nation's negative reputation, can this site in the middle of Portland handle the traffic congestion associated with a 3,300 capacity venue. (I can smell the exhaust from the multiple idling buses taking people to and fro.) There are better uses for this property in the heart of Portland ie: housing.

Again please vote YES 8/11/25.

Sincerely,

Lisa Arsenault

135 Sheridan st

Portland, ME 04101

Sent from my iPad

Support for a Moratorium on Large Venue Development

'cynthia getchell' via Public Comment

Sat, Aug 2, 9:00 PM (9 days ago)

to council, publiccomment

To Portland City Council,

I am a current resident of Portland. Please vote for the moratorium on large venue development.

One of the reasons visitors and residents love Portland Maine is its unique urban culture with historical and local charm.

Keep our music venues local, not run by a conglomerate which would be the only beneficiary of the proposed large venue.

Please- focus the Council's attention on addressing our city's current issues, not adding additional problems to them.

Thank you for putting Portland's needs first.

Kind regards,

Cynthia Getchell

Sent from my iPhone

cheri juniewicz cj@maine.rr.com via portlandmaine.gov
Sun, Aug 3, 4:46 PM (8 days ago)
to publiccomment

Public Comment:

Please do not allow Live Nation to take over our vibrant, inviting art/music culture here in Portland. It's not the right scale for our city.

Sincerely,
Cheryl Juniewicz
38 Bismark St.
Portland, Maine

Pierce Bush team@speak4.co via portlandmaine.gov
Mon, Aug 4, 2:53 PM (7 days ago)
to Portland

Dear Portland City Council,

Dear Concilmembers,

I write to express my sincere support for the no-brainer positive development that Portland Music Hall will bring to Portland and Southern Maine for everyone. This will make the city better and more attractive and its common sense to allow this project to move forward without haste. Jobs will be created and other local businesses will benefit from the crowds this project will bring into Portland on a regular basis. The city will benefit from tax revenues generated. Please don't stand in the way of this all around good project!
Sincerely,

Pierce Bush
243 Ocean Ave, Kennebunkport Maine
Kennebunkport, ME 04046-6530
Pierce.Bush@gmail.com
832-452-6796

Norm Archer team@speak4.co via portlandmaine.gov
Mon, Aug 4, 4:01 PM (7 days ago)
to Portland

Dear Portland City Council,

To whom: I strongly support the proposed Portland Music Hall. Transforming an unused lot into a vibrant cultural hub is exactly the kind of investment Portland needs. This 3,300-capacity venue will generate \$44 million annually for Portland's economy, create 250 new jobs, and contribute \$6.8 million in tax revenue—all without public funding. Beyond the spreadsheets, this cultural asset will strengthen our community by bringing people downtown year-round and boosting local restaurants, shops, and hotels.

Sincerely,

Norm Archer
47 Summer Street
Kennebunk, ME 04043-6636
norm.archer@gmail.com
207-251-3713

Nathan Boutin team@speak4.co via portlandmaine.gov
Mon, Aug 4, 4:27 PM (7 days ago)
to Portland

Dear Portland City Council,

We need you to reconsider the moratorium for music halls in Portland. As a business owner in Portland, we need to embrace change and make construction easier, not harder. Projects like these are vital to us and my 28 teammates here at Graybar. The job creation alone would be worth the project approval.
Sincerely,

Nathan Boutin
19 west commercial st
Portland, ME 04102-4901
nathan.boutin@graybar.com
207-337-0808

Please support Portland Music Hall

Lyssa Reed team@speak4.co via portlandmaine.gov
Tue, Aug 5, 3:40 PM (6 days ago)
to Portland

Dear Portland City Council,

We need this music hall to support our community and local businesses!!!
Sincerely,

Lyssa Reed
11 Haverhill ave
Kennebunkport, ME 04046-6353
lysandra.reed@gmail.com
917-658-9184

Doro Koch team@speak4.co via portlandmaine.gov
Tue, Aug 5, 3:43 PM (6 days ago)
to Portland

Dear Portland City Council,

I'm so excited about Portland Music Hall and the opportunities it will bring for the citizens of Maine. More jobs, more culture, and more income for Portland. I cannot wait for it to open so it can add to the growing vibrancy of the great city of Portland.

Sincerely,

Doro Koch
Sincerely,

Doro Koch
45 Portland Road, PMB 300
Kennebunk, ME 04043-6660
bluebirdsfly59@gmail.com
202-525-0045

Katie Breggia team@speak4.co via portlandmaine.gov
Tue, Aug 5, 3:55 PM (6 days ago)
to Portland

Dear Portland City Council,

There are a multitude of reasons the city should approve the new music venue. First, and most importantly, because this use is permitted by right by the city of Portland zoning ordinance. It is critical for future development projects that developers have predictability and assurance that the City will honor its own ordinances. Moratoriums should be used in extreme cases to protect the city against potential economic or social harm. Utilizing a moratorium in this situation opens the door to complete misuse of this municipal tool.

As a city that claims to foster and support the arts and music, you cannot pick and choose which art or music you feel are appropriate. There is room for all types of music and all sized venues . Thinking a larger venue will harm smaller venues is short sighted and shows a lack of understanding for the diversity of music this City could support.

An increase in the tax base, job creation and a boost to the recently suffering restaurant industry are additional benefits to approving this project.

We have enough issues and negative press at the moment around crime, homelessness and drug use. Give the City something to be proud and excited about that will attract people here rather than drive them away!
Sincerely,

Katie Breggia
2 monument square
Portland, ME 04101-4093
katie@dunhamgroup.com
207-408-4199

Josh Soley team@speak4.co via portlandmaine.gov
Tue, Aug 5, 5:44 PM (6 days ago)
to Portland

Dear Portland City Council,

It is a free market. Please allow it to work. More business, more jobs, and more tourism will pave the way to a better Portland.

Sincerely,

Josh Soley
16 Casco Street
Portland, ME 04101-3390
josh@COREfirms.com

Adam Walker team@peak4.co via portlandmaine.gov

Tue, Aug 5, 5:44 PM (6 days ago)

to Portland

Dear Portland City Council,

The City of Portland needs to do more to focus on the growth of our economy and residents who work and live in this city.

Sincerely,

Adam Walker

172 State Street

Portland, ME 04101-3703

walker.adamr@gmail.com

207-808-9000

180 day moratorium for large music venues

'lisa arsenault' via Public Comment
Sat, Aug 2, 4:13 PM (9 days ago)
to publiccomment

Dear City Council,

I'm writing to ask the council to vote YES on a 180 day moratorium for large music venues on 8/11/25. I adamantly oppose the proposed venue by Live Nation on Congress st. This conglomerate, Live Nation, has multiple civil antitrust lawsuits filed against it by 30-40 US states alleging monopolization of the live entertainment industry. These lawsuits claim Live Nation's anti competition practices stifle competition leading to higher ticket prices and limited choices for the general public. I'm concerned about the negative consequences to our current independent music venues throughout the city.

In addition to Live Nation's negative reputation, can this site in the middle of Portland handle the traffic congestion associated with a 3,300 capacity venue. (I can smell the exhaust from the multiple idling buses taking people to and fro.) There are better uses for this property in the heart of Portland ie: housing.

Again please vote YES 8/11/25.

Sincerely,
Lisa Arsenault
135 Sheridan st
Portland, ME 04101

Sent from my iPad

Concerned Local

'Elena Paz' via Public Comment
Wed, Aug 6, 5:23 AM (5 days ago)
to publiccomment, council

Hello I'm emailing to talk about my concern for the live nation take over in Portland, as a marketing student I actually did a paper on Live nation and ticket master and their scandals/PR. This is a horrible company to bring into Portland and would just push out all the local venues we hold near and dear to our hearts. The small venues of Portland is what makes it great! We need nothing bigger than Thompson point!

The City should not be doing business with Live Nation.

The US Justice Dept. has deemed Live Nation "a criminal enterprise" in their anti-trust case, which has the backing of 40 states' attorney generals.

Lawsuits with the backing of 40+ states are nearly once-in-a-generation, reserved for some of the most evil, predatory corporations one can imagine: Big Tobacco, Purdue Pharma (makers of Oxycontin), Facebook...

The monopoly practices are so extreme that it has the backing of most Republican-led states.

Even the Trump Justice Dept. has declined to throw out the case.

Live Nation's proposed venue would wreak havoc on the local economy, shuttering businesses, through their documented business model of monopoly domination.

They crush competition, drive ticket prices up, drive wages down, and leave audiences, musicians, and arts workers alike with fewer opportunities.

After entering a new market, Live Nation deliberately consolidates power, buying up smaller venues and driving those that won't work with them out of business.

Live Nation exploits music audiences.

Through their ownership of Ticketmaster, they gouge audiences with exorbitant fees and "surge" pricing.

The venue would be a nightmare for downtown traffic, parking, and pedestrian safety.

Live Nation's proposal for a 3,300 capacity venue includes no plan to create any new parking.

Their "parking plan" only includes existing garages and they are not bound by any city law to see this "plan" through.

Live Nation's proposed project would offer nothing new.

Any band that would play at the Live Nation development can be accommodated in existing venues— either the publicly-owned and operated Merrill Auditorium and Cross Insurance Arena, or the State Theatre and Thompson's Point.

A moratorium is a legally sound, common sense next step for the City Council to take.

City Council needs to treat this project as the existential threat it is.

The Portland arts and music community does not want to see this project come to fruition and we need advocacy and leadership from our elected officials.

The moratorium gives the City position to negotiate from.

LiveNation has unofficially offered the City a meager public benefit package, but the City has no way of holding LiveNation to this and no way to negotiate a package that would actually benefit the City in any meaningful way.

thank you for listening,
Elena Paz
Sent from Yahoo Mail for iPhone

Support for a Moratorium on Large Venue Development

'cynthia getchell' via Public Comment

Sat, Aug 2, 9:00 PM (9 days ago)

to council, publiccomment

To Portland City Council,

I am a current resident of Portland. Please vote for the moratorium on large venue development.

One of the reasons visitors and residents love Portland Maine is its unique urban culture with historical and local charm.

Keep our music venues local, not run by a conglomerate which would be the only beneficiary of the proposed large venue.

Please- focus the Council's attention on addressing our city's current issues, not adding additional problems to them.

Thank you for putting Portland's needs first.

Kind regards,

Cynthia Getchell

Sent from my iPhone

Please support Portland Music Hall

Ashley ONEIL team@speak4.co via portlandmaine.gov
Wed, Aug 6, 10:58 AM (5 days ago)
to Portland

Dear Portland City Council,

Portland Music Hall sounds ideal for the city for so many reasons!

New jobs

Additional tax revenue

More visitors, including the off-season

More attractions in town!

I fully support this exciting project!
Sincerely,

Ashley ONEIL
197 Ocean Avenue
Kennebunkport, ME 04046-6310
aoneil322@gmail.com
203-219-1421

Joe Atwood team@speak4.co via portlandmaine.gov
Wed, Aug 6, 11:31 AM (5 days ago)
to Portland

Dear Portland City Council,

As someone who has worked in Portland for years, currently works in monument square and owns a local small business (X-Golf on York Street), I understand as well as anyone how much our city, its economy, and small businesses are struggling. Portland needs new and exciting investments to be made in the city, and this new venue will breath new life into downtown, create jobs, millions in tax revenue, and the influx of people will support other businesses in the surrounding area. Furthermore, a year round venue like this will soften the blow of the off season for area small businesses. There is no reason in my view to prevent this project from going forward. The notion that a project like this would disrupt surrounding neighborhoods is laughable considering this area is already one of the highest trafficked areas in town, and crawling with homeless people. This could only improve living conditions locally and further reduce the tax burden on residents. If the council prevents this project from going through, it screams to other developers that want to invest in the city to not come here because we are anti development and anti business. We must be pro development and pro business and respect the zoning and planning board process that has been created. Instituting a moratorium or shooting down this project, undermines the existing code/planning process and any council members who seek to support a moratorium and kill a project like this, should promptly resign their council seat since they clearly do not have the city or their constituents best interest at heart. Portland is at a crossroads where we either move forward and prosper, or we fall backwards and the issues we are experiencing (vacancies, closures, homelessness) worsen. This project will not solve all of our issues in downtown, but it will reinvigorate an area in desperate need of new life, and create an economic anchor that will benefit businesses and residents city wide.

Sincerely,

Joe Atwood
9 Providence Ave
Falmouth, ME 04105-2127
jpatwood12@gmail.com
207-899-7373

Joseph Malone team@speak4.co via portlandmaine.gov
Wed, Aug 6, 11:54 AM (5 days ago)
to Portland

Dear Portland City Council,

While I agree with the letter above I wish to add retroactive moratoriums are an incredibly bad idea. This is a brand new re-zone and should be allowed to move forward.

Sincerely,

Joseph Malone
30 Highland St
Portland, ME 04103-3005
joe@malonecb.com
207-233-8000

Shawn Leger team@speak4.co via portlandmaine.gov
Wed, Aug 6, 1:55 PM (5 days ago)
to Portland

Dear Portland City Council,

I am definitely in support of the Portland Music Hall. This is a great opportunity to bring jobs to this area. It will also help the city thrive and boost the economy. I don't see a real down side to this.

Sincerely,

Shawn Leger
193 Middle St, Portland, Maine
Portland, ME 04101-4076
sleger@machiassavings.com
207-561-3936

Jennifer Packard Weber team@speak4.co via portlandmaine.gov
Wed, Aug 6, 2:46 PM (5 days ago)
to Portland

Dear Portland City Council,

Dear Mayor Dion, Members of the Portland City Council, and City Manager,

I fully support Live Nation's proposed downtown performing arts venue. This project aligns with years of careful community planning, will bring new jobs and economic growth, and offers exactly the kind of investment Portland needs to thrive. A moratorium would undermine this progress, damage the city's reputation as a reliable place to invest, and stall opportunities to bring more life into our downtown.

The answer to challenges in our public spaces is not to retreat, but to fill our streets with life—music, art, and shared experiences that bring people together. A vibrant venue will draw residents and visitors downtown, support local businesses, and strengthen the city's cultural and economic vitality.

Please support this important project and stand by Portland's long-term vision for a thriving, inclusive downtown.

Thank you for your service
Sincerely,

Jennifer Packard Weber
50 Monument Square
Portland, ME 04101-4039
packard.jen@gmail.com
949-338-8123

David Dise team@speak4.co via portlandmaine.gov
Wed, Aug 6, 3:46 PM (5 days ago)
to Portland

Dear Portland City Council,

Montgomery County, Maryland partnered with Live Nation to build The Fillmore in Silver Spring's central business district. This was a key component of transitioning an economically depressed and aged downtown into a vibrant arts and entertainment district. The Fillmore has been a tremendous success.

Live Nation was a great partner. Their expertise in this arena helped shape the project to ensure a venue that has been and will continue to be a destination in the national capital area. As a community partner, they are active participants in the business community and contribute to a social fabric of the downtown and surrounding area.

I am happy to answer any questions you may have or provide details in which you may be interested.

David Dise

Director, Department of General Services
Sincerely,

David Dise
Montgomery County
Rockville, MD 20850
david.dise@montgomerycountymd.gov
240-672-4786

Support for the temporary large venue moratorium

'Erik Thomas' via City Council

Wed, Aug 6, 12:11 PM (5 days ago)

to council@portlandmaine.gov, publiccomment@portlandmaine.gov

To whom it may concern,

I am writing in support of the temporary large venue moratorium that is on the city council agenda on August 11th. While our venue is not located in the greater Portland area, we will also be affected by a new Live Nation venue in Maine. Despite Maine's small size, we have a thriving concert scene that would be harmed by the monopolistic practices of Live Nation. They are the Wal-Mart of the music business, and they will work to stifle competition in the entire Maine marketplace. This will reduce options for concert goers across the state, as well as drive up prices and lower compensation for both the artists and the workers who support the live music industry. A moratorium would give the council time to thoroughly consider the impact of allowing such a venue owned by Live Nation into the marketplace. As a former chair of the city council in Waterville, I understand the many considerations that go into making such a decision. The harm inflicted upon the existing venues in Maine caused by a hasty decision will far outweigh the consequences of Live Nation putting their project on hold while the city conducts a comprehensive review of their plans.

Thank you for your time and your service to the community.

Erik Thomas

Assistant Executive Director

Waterville Opera House

Office: 207.873.2300

Cell: 207.649.2524

1 Common Street

Waterville, ME 04901

www.operahouse.org

Live Nation

Sara Holmes saraholmesdesigns@gmail.com via portlandmaine.gov
Wed, Aug 6, 2:27 PM (5 days ago)
to council

Please note the following information about Live Nation.

Please vote against allowing them in our beloved city.

We need to work HARD to keep Portland's charm. Many wonderful destination have been harmed and their charm destroyed by not making the right decisions about growth caused by the initial charm of the town or city. Key West, and many of the Caribbean Islands for example. They used to be beautiful places but ruin by big corporate, cookie cutter aesthetics and mentality. People come to Maine because it isn't like everywhere else. Please, I beg you, let's not ruin Portland's charm and vitality.

- Sara Holmes LCPC-C

Psychotherapist and founder and proprietor of Hidden Gem Color Analysis LLC,
life long Mainer and current resident of 38 Smith st,
East Bayside, Portland Maine

The City should not be doing business with Live Nation.

The US Justice Dept. has deemed Live Nation "a criminal enterprise" in their anti-trust case, which has the backing of 40 states' attorney generals.

Lawsuits with the backing of 40+ states are nearly once-in-a-generation, reserved for some of the most evil, predatory corporations one can imagine: Big Tobacco, Purdue Pharma (makers of Oxycontin), Facebook...

The monopoly practices are so extreme that it has the backing of most Republican-led states.

Even the Trump Justice Dept. has declined to throw out the case.

Live Nation's proposed venue would wreak havoc on the local economy, shuttering businesses, through their documented business model of monopoly domination.

They crush competition, drive ticket prices up, drive wages down, and leave audiences, musicians, and arts workers alike with fewer opportunities.

After entering a new market, Live Nation deliberately consolidates power, buying up smaller venues and driving those that won't work with them out of business.

Live Nation exploits music audiences.

Through their ownership of Ticketmaster, they gouge audiences with exorbitant fees and "surge" pricing.

The venue would be a nightmare for downtown traffic, parking, and pedestrian safety.

Live Nation's proposal for a 3,300 capacity venue includes no plan to create any new parking.

Their "parking plan" only includes existing garages and they are not bound by any city law to see this "plan" through.

Live Nation's proposed project would offer nothing new.

Any band that would play at the Live Nation development can be accommodated in existing venues— either the publicly-owned and operated Merrill Auditorium and Cross Insurance Arena, or the State Theatre and Thompson's Point.

A moratorium is a legally sound, common sense next step for the City Council to take.

City Council needs to treat this project as the existential threat it is.

The Portland arts and music community does not want to see this project come to fruition and we need advocacy and leadership from our elected officials.

The moratorium gives the City position to negotiate from.

LiveNation has unofficially offered the City a meager public benefit package, but the City has no way of holding LiveNation to this and no way to negotiate a package that would actually benefit the City in any meaningful way.

PLEASE support the large venue moratorium

Chloe Hoffman chloejenay@gmail.com via portlandmaine.gov
Wed, Aug 6, 2:59 PM (5 days ago)
to council, publiccomment

To whom it may concern,

As a Portland resident, I love this town deeply—especially because of the rich artistic community that thrives here. I can't begin to express how deeply saddened I am that a Live Nation venue is being considered here in Portland—when we already know that the US Justice Department has literally deemed it a “criminal enterprise” and that it would critically undermine the wonderful venues right here that already serve the music and arts community in this area well.

I urge you to stand with our local venues and support the large venue moratorium.

Paving the way for a Live Nation venue is a kiss of death on what makes people want to visit and live in Portland.

Sincerely,
Chloe Hoffman, West End resident

Please support Portland Music Hall

Jenny Potter team@speak4.co via portlandmaine.gov
Thu, Aug 7, 10:13 AM (4 days ago)
to Portland

Dear Portland City Council,

I would love to see more artists come to Portland verses skipping us and going to Bangor or not coming to Maine at all. I would hope this venue would help solve this problem.

Sincerely

Jenny Potter
Sincerely,

Jenny Potter
2 Rock Wall Ln
Cape Elizabeth, ME 04107-1708
jenniferpotter563@gmail.com
207-831-4746

Peter Carignan team@speak4.co via portlandmaine.gov
Thu, Aug 7, 10:40 AM (4 days ago)
to Portland

Dear Portland City Council,

I whole heartedly support a new Portland Music Hall.
Sincerely,

Peter Carignan
P.O. Box 172
South Portland, ME 04038-0172
pcarignan272@gmail.com
207-632-7288

Roy Donnelly team@speak4.co via portlandmaine.gov
Thu, Aug 7, 12:12 PM (4 days ago)
to Portland

Dear Portland City Council,

Private investment in Portland is a net positive.
Sincerely,

Roy Donnelly
580 Storer Mountain Road Waldoboro
Waldoboro, ME 04572-5515
rdonnelly@boulos.com
207-356-1327

Glenn Morse team@speak4.co via portlandmaine.gov
Thu, Aug 7, 1:37 PM (4 days ago)
to Portland

Dear Portland City Council,

I think that the concept of having this music hall is what Portland really needs. There are some other venues that have been very successful in creating a draw for the public and keep us in stride with competing cities doing the same thing. Our industry in town forces on restaurants and creating experiences that draw people to visit and vacation here. This would be a great way to keep moving this dynamic forward.

Sincerely,

Glenn Morse
306 Warren ave suite 14
Portland, ME 04103-1191
gmorse444@gmail.com
207-590-3877

Craig Hastings team@speak4.co via portlandmaine.gov
Thu, Aug 7, 3:30 PM (4 days ago)
to Portland

Dear Portland City Council,

Having an option for many artists to play in Portland benefits people like me who live in eastern Maine so we dont have to travel as far out of state. That way we spend our money IN state
Sincerely,

Craig Hastings
450 Ridge Rd
Robbinston, ME 04671-3222
craig523hastings@gmail.com
207-205-5098

Ron Gan team@speak4.co via portlandmaine.gov

Thu, Aug 7, 3:43 PM (4 days ago)

to Portland

Dear Portland City Council,

Dear Concilors, we need all types of economic development and we embrace a group that thinks so highly of investing significant amounts of money especially for the Arts.

Sincerely,

Ron Gan

47 Cumberland Ave

Portland, ME 04101-2601

munjoyhillhomes@gmail.com

773-919-7078

Ron Cody team@speak4.co via portlandmaine.gov
Thu, Aug 7, 3:57 PM (4 days ago)
to Portland

Dear Portland City Council,

As a Portland resident, health care professional and business owner,

I am very excited to see this project come to fruition!
Sincerely,

Ron Cody
487 Stevens Avenue
Portland, ME 04103-2636
ronpcody@gmail.com
207-671-5206

Doug Knickrehm team@speak4.co via portlandmaine.gov
Thu, Aug 7, 3:57 PM (4 days ago)
to Portland

Dear Portland City Council,

Live music in Portland is huge draw for locals and visitors. This venue would be a hit in town.
Sincerely,

Doug Knickrehm
60 beach rd Naples
Naples, ME 04055-3464
doug.brgroup@gmail.com
707-496-4038

Keep Portland's music and art scene independent!

Julia Graf julita.chicita@gmail.com via portlandmaine.gov
Wed, Aug 6, 9:00 PM (5 days ago)
to council, publiccomment

Hello,

I'm writing to share that I really value Portland's independent art and music scene, and would love to see city council prioritize homegrown creativity and local talent rather than big corporations.

People come here - and stay here - because Portland is quirky and wonderful. Please work to keep it that way!

I support the temporary moratorium on large venue development and believe Portland should prioritize its homegrown music scene - not corporate expansion.

Thank you!
-Julia

RE: Opposition to the Proposed Retroactive Moratorium on Theater and Performance Hall Projects Order
9-25/26

'Anastasia Contos' via Public Comment
Attachments

Thu, Aug 7, 10:47 AM (4 days ago)
to publiccomment@portlandmaine.gov

Dear Mayor Dion and Members of the Portland City Council,

The ownership at the Top of the Old Port Parking on 119 Pearl Street, Portland submit the attached letter of opposition to the proposed moratorium for the proposed performance hall project.

We thank you for your time and consideration.

Respectfully,
Anastasia Contos

Top of the Old Port Parking
119 Pearl Street
Portland, Maine 04101



August 5, 2025

VIA EMAIL

publiccomment@portlandmaine.gov

Mayor and City Council Offices
City of Portland
389 Congress Street
Portland, ME 04101

Re: Opposition to the Proposed Retroactive Moratorium on Theater and Performance Hall Projects
Order 9-25/26

Dear Mayor Dion & Members of the Portland City Council:

On behalf of the ownership of the Top of the Old Port Parking facility located at 119 Pearl Street in downtown Portland, I write to express our opposition to the adoption of Order 9-25/26, imposing a retroactive moratorium on certain theater and performance hall projects.

The Live Nation-branded music hall proposed by Portland Music Holdings, LLC, and impacted by this moratorium would be located immediately across Pearl Street from Top of the Old Port. We share a number of concerns held by proponents of the moratorium related to potential traffic and other impacts from the project. However, we believe the project applicant is working to address many of our concerns within the framework of the existing Land Use Code, and that a retroactive moratorium targeting a proposed development would set a chilling precedent that undermines sustainable growth in Portland.

We have previously submitted both written and in-person comments to the Portland Planning Board and Planning Department outlining our various concerns about the potential traffic and safety impacts of the proposed Live Nation project. Specifically, we expressed concern regarding the positioning of a crane on a public street during the construction of the project, and regarding truck loading during rush-hour in the ongoing operation of the project.

Based on subsequent conversations with Portland Music Holdings and the City of Portland Planning Department, it is our understanding that the applicant has taken our comments into consideration and is taking steps that would avoid the need to place a crane on Cumberland Street or Pearl Street and to provide appropriate signage to mitigate construction disruptions. Additionally, we understand that Live

Nation will agree to restrict its use of the Pearl Street loading dock during peak hours. We would hope that the City continues to apply appropriate oversight and impose reasonable restrictions and mitigations to address impacts on surrounding properties.

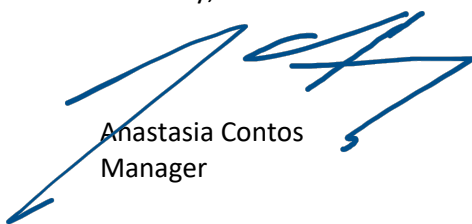
In light of these efforts by Portland Music Holdings to address the concerns of neighboring property owners and comply with the existing ordinance framework, and provided that they continue to do so, we believe it is neither fair nor constructive to adopt a retroactive moratorium that effectively changes the rules for a developer that has worked in good faith and expended considerable time, effort and resources to comply with existing land use requirements. Doing so sets a troubling precedent that could chill future investment in Portland, sending a message that even compliant projects are vulnerable to abrupt policy shifts.

The proposed venue offers significant potential benefits to the city, including job creation, enhanced vibrancy, and increased economic activity in the Old Port area. A retroactive moratorium not only jeopardizes this opportunity but also undermines confidence in the city's planning and development framework.

We urge the City Council to reject Order 9-25/26 and instead continue to work collaboratively with stakeholders to ensure responsible development that supports the long-term vitality of Portland.

We appreciate your consideration of our perspective and look forward to continuing to work with Portland Music Holdings, Live Nation, and the City of Portland Planning Department on this project, and addressing the parking needs of the downtown Portland community. Please do not hesitate to contact me directly at ancontos@yahoo.com or (617) 834-1936 if you have any questions.

Sincerely,



Anastasia Contos
Manager

Town Meeting 8/11: A Comment on the Moratorium

Benny P bennyp@rhymebeat.com via portlandmaine.gov
Thu, Aug 7, 1:03 PM (4 days ago)
to publiccomment

Hello,

I hope this message finds you well. This e-mail is concerning the proposed Portland Music Hall venue, and a moratorium for this venue. I am reaching out in favor of this moratorium, and believe that building this venue would be detrimental to the city.

First and foremost, the city does not need another venue at this size to compete with The State Theater, Cross Insurance Arena, Thompson's Point and even smaller venues such as Aura. Portland's infrastructure cannot handle a facility like this - its added presence and competition will eventually erase the aforementioned historical venues that are already struggling to survive.

Not only this, but one of the companies behind the proposed venue (LiveNation) has a long history of legal battles involving corruption and manipulation. This can be verified by one Internet search. This is not a moral company, and they cannot be trusted to fulfill their word.

I understand that the council may think this venue has potential to help the city, and mass dissent towards it is unjust. But, allowing this venue to be built would be a dangerous step into corporate oligarchy. This may seem like a drastic turn of phrase, but can we not agree that the current national climate is pushing everything this way? Across every industry, major corporate entities are trying to buy up all competition and monopolize markets. This is not how capitalism aids its citizens, and matters such as the current housing crisis and high cost-of-living showcase just how this corporate greed destroys average Americans' daily lives.

Building a LiveNation venue in town would follow this same trend. One key point of tourism and living in this city is Portland's incredibly unique music scene, filled with independent music venues. Having a corporate venue in town would eventually push some of these indie venues to close, hurting the very same "local" music scene it allegedly aims to celebrate. These are not just my words however, and countless venue owners, musicians and artists throughout the city have echoed similar sentiments.

It is clear what the majority of Portland citizens desire. A moratorium on the Portland Music Hall, and an eventual permanent moratorium to dissuade any other venues this size. The people of this city have spoken up in numbers...will you speak up for them?

Thank you sincerely for your time.

All my best,
Benny P

Please support Portland Music Hall

Katy Bradley team@speakeasy.co via portlandmaine.gov
Fri, Aug 8, 11:15 AM (3 days ago)
to Portland

Dear Portland City Council,

Dear Ms. Sykes,

I am writing to you in support of bringing this venue to fruition. This is an excellent opportunity to bring back Congress St. and help save our city.

With the potential revenue, jobs and entertainers it could bring into Portland, it is sure to stimulate the economy and benefit everyone, and potentially help ease the burden on the tax payers.

I urge you to consider voting to pass this venue.

Sincerely,

Katy E. Bradley
Sincerely,

Katy Bradley
79 E Commonwealth Dr
Portland, ME 04103-1224
kbrads25@gmail.com
207-712-5720

Jennifer George team@speak4.co via portlandmaine.gov
Fri, Aug 8, 12:21 PM (3 days ago)
to Portland

Dear Portland City Council,

Portland could definitely benefit from having this concert venue. We come to Maine every year and would love to catch a show in Portland instead of driving all the way to Bangor for one.

Sincerely,

Jennifer George
1020 Pine Oak Way
Taylors, SC 29687-4408
sampybunny@charter.net
864-360-2715

Shannon Richards team@speak4.co via portlandmaine.gov
Fri, Aug 8, 12:29 PM (3 days ago)
to Portland

Dear Portland City Council,

As a citizen of Portland, I am adamantly against the use of moratoria to prevent development.
Sincerely,

Shannon Richards
44 Howard Street
Portland, ME 04101-3231
shannon@hayrunner.com
207-650-3285

Mike Cobb team@speak4.co via portlandmaine.gov
Fri, Aug 8, 1:21 PM (3 days ago)
to Portland

Dear Portland City Council,

I'm writing in support of this project. Portland needs more projects like this and as the City grows, locals deserve access to top tier music events.

Sincerely,

Mike Cobb
26 Adelaide Street
Portland, ME 04103-3415
m.cobb@colliers.com
207-712-9318

Travis Horner team@speak4.co via portlandmaine.gov
Fri, Aug 8, 1:31 PM (3 days ago)
to Portland

Dear Portland City Council,

As one of the countries most sought after 'cities', this should be a no brainer. Don't let locals be scared of growth and changing the cities historic aspects. The city will change and become progressively better all while keeping the important characteristics at the forefront if we allow it to. Voting no will do just that! From an artist myself, Portland needs this great opportunity not only for jobs and economic growth, but to bring in artists just like myself to grow our community and continue to be a safe and welcoming place for all!

Sincerely,

Travis Horner
16 Graystone Rd
Gray, ME 04039-7517
travis_horner@icloud.com
207-217-0071

Geoff Piasio team@speak4.co via portlandmaine.gov
Fri, Aug 8, 2:18 PM (3 days ago)
to Portland

Dear Portland City Council,

As a born and bred Mainer and a resident of Portland downtown for almost 10 years, I have seen a change in the scene for Portland's live music events over my life, both positive and negative over that time. The rise of smaller, intimate, venues has had a strong positive impact allowing local artists and emerging new artists to grow their audience as their careers progress. Investment in the State Theater has made that an improved experience, though with some lingering issues. The creation of seasonal outdoor venues, first with the Maine State Pier and, now, with Thompson's Point, the city has provided good opportunities for residents to see larger acts in a nice atmosphere throughout the summer. Finally, the Merrill Auditorium continues to be a wonderful venue that, I believe, is underutilized for so-called popular music events.

However, while Portland has changed, so too as the surrounding landscape. With the capacity limitations of the State Theatre and the Merrill at under 2000, acts that once may have sacrificed some capacity to start, or end, their tours in Maine have moved to other venues in the region in Massachusetts and New Hampshire, particularly, but also to other venues north of Portland. It is my belief that Portland should be the second city in Northern New England, behind only Boston, and that music acts should, once again, see it as an ideal location to begin, or end, their tours, as they used to over the past decades.

The creation of a new venue that can hold 3300 will enable the city to cater to larger acts that are too large for either the State Theatre or Merrill Auditorium, particularly out of season when the larger outdoor venues, where they might play, are closed. Furthermore, this will create revenue for the city, which I am confident could make good use of the additional income without having to further burden the taxpayers. Not only will it provide revenue by itself, but it will also reinvigorate the hospitality sector in the off-season with additional business to hotels, bars, restaurants, and shops that would otherwise be quieter without the summer visitors.

I have heard it mentioned that one of the key objections is the impact on the city's already limited parking. However, I have also understood that an agreement was made with garages in the vicinity to ensure they stay open later, allowing for their use during performances. I have seen how this works, firsthand, with shows and events in downtown Boston and I do not recall any negative impact from this but, rather, again, impacting local business with additional revenue as a result of the venue.

When considering the project as a whole, I see many positive elements that will be a boon to the city and its residents. While there will always be those who are against change or progress, it is difficult to foresee what logical arguments can be made against this project. Additional revenue for the city, pre-existing agreements with local parking locations to accommodate patrons, business growth for local shops and restaurants, new jobs for the city's residents, and an overall reinvigoration of that part of the city all strike me as positives for an opportunity that may not come around again in the foreseeable future.

I thank you for your time and consideration of my humble thoughts on this project.

Sincerely,

Geoff Piasio
25 High St.

Portland, ME 04101-5146
gpiasio@mac.com
207-671-9661

Jon Rioux team@speak4.co via portlandmaine.gov
Fri, Aug 8, 3:00 PM (3 days ago)
to Portland

Dear Portland City Council,

I am writing in support of the Portland Music Hall. I grew up in Kennebunk and now make my home in Edgecomb. Living close, but outside Portland in small towns, has allowed me the opportunity to see Portland as my home city. It's an incredible benefit to Portland and the surrounding communities to have a world class music venue in the heart of the city. We plan to travel to Portland, stay at local hotels, eat at the local restaurants and enjoy the music and shows. I see only upside in the project and the last thing we need in the urban center of Maine is another vacant and dark parking lot. Let's activate this land and turn it into a true destination for Portland and its surrounding communities!!

Sincerely,

Jon Rioux
2 Emerson Farm Rd
Edgecomb, ME 04556-3066
jonrioux@gmail.com
917-626-0618

Joshua Mace team@speak4.co via portlandmaine.gov
Fri, Aug 8, 4:14 PM (3 days ago)
to Portland

Dear Portland City Council,

My wife and I have been here nearly a decade. We love it here and will never leave Maine. having a large music venue for major label events would be outstanding. amore events, More jobs, more revenue. More smiling faces. Please stand in favor of this new Music Hall.

Sincerely,

Joshua Mace
5 trumans field rd.
Kennebunk, ME 04043-6148
Mainetradesman@gmail.com
207-641-7185

Randy Greenstein team@speakeasy.co via portlandmaine.gov
Fri, Aug 8, 4:23 PM (3 days ago)
to Portland

Dear Portland City Council,

I've seen many questions raised about what a Live Nation venue could mean for Portland's independent music scene, and I wanted to share my perspective based on firsthand experience.

I run Big Night Live, an independently owned, 1,500-capacity premium performance club in Boston. We've built a reputation as the city's top club for electronic dance music, and we operate in one of the most competitive live entertainment markets in the country.

Boston has a dense mix of venues -- many independent, and others operated by major players like Live Nation and AEG/Bowery. Some independent venues work directly with them. We do. Live Nation books some of our shows, which results in more nights our doors are open, more opportunities for our staff, and more live music for the city. Other independent clubs work with AEG/Bowery. Some work with both. The reality is, major promoters rely on a healthy, diverse local ecosystem. They can't succeed without it -- and certainly not by weakening it.

When Live Nation and AEG/Bowery opened new venues in Boston a few years ago, there were concerns across the independent venue community. Many feared lost business or being pushed aside. But the opposite happened. Show volume increased. Fans had more options. Artists had more opportunities. And the rising tide lifted all boats—bars, restaurants, and venues alike.

The same dynamic is already playing out in Portland. Live Nation and AEG/Bowery have long been part of the scene. Live Nation has booked shows across Portland for years, including at independent venues. AEG/Bowery is affiliated with the State Theater and books many shows there.

I understand why some may be cautious. A new venue means change. But it doesn't mean displacement. A large theater doesn't compete or replace a small club -- it complements it. More venues mean more shows, more fans, more music, and more momentum for Portland's cultural and nightlife economy.

Thank you for your time and consideration.
Sincerely,

Randy Greenstein
110 Causeway St.
Boston, MA 02114-1302
randy@bignight.com
617-293-4799

Vote YES for Large Venue Moratorium on Aug. 11

Caroline Hadilaksono chadilaksono@gmail.com via portlandmaine.gov
Fri, Aug 8, 2:14 PM (3 days ago)
to council, publiccomment

Hello again,

My name is Caroline, I'm a Portland District 1 resident. I sent an email prior to the July 14th meeting, but since the vote did not take place during that meeting, I'm back in your inbox to once again voice my opposition to the proposed Live Nation Venue at 244 Cumberland Ave, and to urge you to vote YES for Large Venue Moratorium on Aug. 11.

I've been a renter in District 1 of Portland for 8 years. I echo all the concerns that have been voiced regarding the Live Nation Venue proposal such as: parking issues, traffic congestion, the impact on existing arts venues and the cannibalizing of smaller local performance spaces.

If you live in Portland, you know that it doesn't take much to cause traffic congestion in downtown Portland, even a stopped school bus will jam up Cumberland Ave. Every time there's an event happening at Merrill Auditorium, the surrounding streets (all along Congress and Cumberland) would get backed up for miles with cars trying to get in/out of the surrounding parking lots. And that's for a show at a venue with a 1,900-seat capacity.

Please don't let a \$32 billion company that was sued for monopoly make decisions that would impact Portland's landscape and community for years to come. These developers have a lot of profits to gain but no real stake in the community.

I'm writing to you now to ask you to vote YES for a moratorium on large venues, it is the only sound, legal, and responsible next step the City Council can take. I'm counting on you to advocate for the interest of your constituents.

Thank you,
- Caroline Hadilaksono

Monday 8/11 hearing - Proposed Moratorium on Music Venues

Benjamin Brennan bbrennan207@gmail.com via portlandmaine.gov
Fri, Aug 8, 3:27 PM (3 days ago)
to publiccomment

Good Afternoon,

As a Portland resident, homeowner and working professional, I am sending this email to strongly encourage Portland City Councilors to vote AGAINST the proposed moratorium on live music venues being considered on Monday, 8/11. Portland just completed a 10-year Recode process. This was a diplomatic process that gathered public opinion and was passed by the City Council. The proposed moratorium inappropriately targets a single, specific project. That single, specific project has followed the rules implemented by Recode and has invested significant time & money based on the understanding that Portland would not change the rules retroactively. Retroactive policy is not only unfair to law & policy abiding citizens, but it sends a very dangerous message that Predictability, Economic Viability, and New Business are not welcome. Whether you want a live music venue or not, you should vote against this proposed moratorium because voting in favor of the moratorium is hypocritical, undiplomatic and devalues the Recode process the city of Portland worked on for 10+ years.

Respectfully,

Ben Brennan

Live Nation Venue. ORDER 9-25/26

'Susan Ross' via Public Comment
Sat, Aug 9, 10:18 PM (2 days ago)
to publiccomment

I support the moratorium on any auditorium with more than 2,000 seats. The Live Nation venue is too large for the location where the developers want to build it. Traffic will be severely impacted when concerts are held, and pedestrians and bike riders will be put in danger. Parking is already a problem in that area of the city. If Live Nation wants a venue, then it should be built in a less congested area and not in the center of the city.

Susan Ross
326 Spring Street
Portland

Proposed Music Hall

'Chris Hoppin' via Public Comment

Sun, Aug 10, 6:38 AM (1 day ago)

to publiccomment@portlandmaine.gov

Dear Mayor and Councilors -

Thank you for your service to our City and for your review of this proposal by "Live Nation" to build a new hall near Merrill Auditorium.

We strongly urge you to reject this proposal since it would add another big performance space downtown where we do not need it. We have plenty of other spaces that work for entertainment, as all of us know. Also, the aesthetics of the proposed building do not fit with the other architecture of our City, especially City Hall and the Union Hotel.

IF they insist, we suggest an alternative in the open spaces near Whole Foods and I-295, with new parking, of course.

Please recognize the terrible consequences of this proposal and reject it.

Thanks again,

Barbara and Chris Hoppin

207 232 2908

196 Seashore Avenue

Peaks Island, ME 04108

In support of the large venue moratorium

Speckled Ax caroline@speckledax.com via portlandmaine.gov

Sun, Aug 10, 7:57 AM (1 day ago)

to council, publiccomment

To Whom it May Concern,

My name is Caroline, I have worked in Portland for 7 years and lived in the city for 6 years. I am a lifelong Mainer.

I am urging you to support the large venue moratorium. Specifically, a Live Nation-backed venue would wreck chaos and add nothing to our city's culture. Portland is so special because we have a plethora of venues and performance spaces, from the large to DIY. Portland has long had a reputation for "punching above its weight", for producing and hosting talents that are often associated with larger cities.

Allowing a Live Nation venue (or any such new large venue) to come into town will lead to our beloved venues to shut down or be bought out. Live Nation is a monopoly. The artistic community that makes Portland so special— that drives our tourism, and our new population moving here as well— will be destroyed. Furthermore, I worry how a large venue will impact Portland's already-strained parking resources.

For these reasons, I urge you to SUPPORT the large venue moratorium.

Best,
Caroline Homer

Music Venue Moratorium

Aaron Flacke aaronflacke@gmail.com via portlandmaine.gov

Sun, Aug 10, 8:03 AM (1 day ago)

to publiccomment

Hello,

My name is Aaron Flacke, and I have lived in Portland for over 20 years. Most of that time in the West End, currently residing at 53 Dennett Street.

I oppose allowing a company like Live Nation to build a large music venue in Portland for a simple reason. They are monopolistic, and have shown that their only goal is to limit choices and raise prices wherever they set up shop. They already have a near total monopoly on music ticket sales for national acts, and should not be allowed to also own venues. They will use that power to control who plays in Portland and what we pay to see them.

Live Nation is a \$24 Billion dollar per year company. Last year they made almost a billion dollars in pure profit. They are a juggernaut which will decimate the local music scene. Do we want to see the State Theater and Thompson's point shuttered? What do the Cross Arena finances look like without hosting any musical acts?

Time and again the city council has voted for development, for big money, for the fat cats. Please protect our vibrant music scene. Not all development is good. A Live Nation venue in Portland would be like a cancerous malignancy in the center of our community. It will eventually corrupt everything.

Thank you,

Aaron Flacke

Anthony Consigli Public Comment Submission: Order 9-25/26 (8.11.25 Meeting)

Driscoll, Maura mdriscoll@consigli.com via portlandmaine.gov

Attachments

Sun, Aug 10, 9:42 AM (1 day ago)

to publiccomment@portlandmaine.gov

Good morning,

Please see the attached for written public comment submission relative to Order 9-25/26 (Order Establishing a 180-Day Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland) for the August 11 City Council Meeting from Anthony Consigli, CEO of Consigli Construction Co., Inc.

Thank you,

Maura Driscoll



August 10, 2025

Honorable Mayor Dion and Members of the Portland City Council:

I am writing to you today to respectfully express my strong opposition to the proposed retroactive moratorium on new theater and performance hall projects.

Portland is a city that has worked hard to establish a resilient, year-round economy that champions thoughtful development while maintaining its cultural, historic and artistic integrity. As the CEO of Consigli Construction Co., Inc. – a local firm that has called Portland home for more than two decades – I have been proud to help deliver some of this city's most transformative projects, while also supporting our local community and creating economic opportunity.

However, if passed, this moratorium would not delay only a construction project and the creation of good paying jobs for hundreds of local workers – it would delay progress and growth for Portland, stifle efforts to revitalize blighted property, and impede on future development opportunities that add to not only the cultural experience, but also the architectural beauty, of our city.

The repercussions of this proposal will reverberate far beyond the next six months, and its effects will not be felt by Portland Music Hall alone. Instead, countless hardworking individuals will be the ones who are left grappling with the consequences of delaying the progress of projects that have followed all review and regulatory processes. While it might seem like just a brief pause to many, for those whose livelihoods depend on the job opportunities created by local development, it will feel like a lifetime. The reality is that this perceived short-term moratorium will have much longer-term impacts on many of our neighbors and on our community.

There is no question that by targeting one business or project, the City of Portland risks setting a concerning precedent that will no doubt deter future – or continued – investment in our community. Moreover, it is not a question of *if* this moratorium will discourage new business development – but a question of *when*, and for *how long*. Limiting local potential for growth and opportunity at a time like this, when the costs of living and doing business are already on the rise, puts Maine's economic future at risk. That tangible, lasting impact cannot be overstated.

As stewards for the City of Portland's long-term success, I would implore you to consider the message this vote would send to developers and companies who had been considering investing in our community. Will it be worth it?

This vote is about more than just the construction of a new live music venue in downtown Portland. It is about the future of our city, its residents and our businesses, and I urge you to reject this proposal.

Thank you for your time and consideration.

Respectfully submitted,

Anthony Consigli
Chief Executive Officer

Live Nation music venue

'Victor T' via City Council

Sun, Aug 10, 10:11 AM (1 day ago)

to council, publiccomment

I am writing to express my strong support in favor of a temporary moratorium on the development of a new large music venue in Portland. Local arts is something that makes Portland great. Allowing a large corporate venue to push out locally-owned venues and funnel revenue out of state would put a large piece of Portland's unique character in jeopardy. Please approve the moratorium so that further and broader public discussion may be had about the likely impacts of allowing this new venue to be developed.

Thank you,

Victor Troiano

207-272-61111

Live Nation Moratorium

brett archambault brett.archambault@gmail.com via portlandmaine.gov

Sun, Aug 10, 11:01 AM (1 day ago)

to PublicComment, Council

Hello,

My name is brett Archambault and as a resident of Portland I oppose the proposed live nation venue in downtown Portland.

Parking is limited, streets are congested, and non auto traffic is often forgotten. Pedestrians have a hard enough time getting around town right now as it is. How about rather than adding another music venue to Portland, the city focuses some energy on improving sidewalks? We have plenty of places to see and enjoy live music. We do not need another venue.

Thank you for your time

- brett archambault

Live Nation Venue. ORDER 9-25/26

'Susan Ross' via Public Comment
Sat, Aug 9, 10:18 PM (2 days ago)
to publiccomment

I support the moratorium on any auditorium with more than 2,000 seats. The Live Nation venue is too large for the location where the developers want to build it. Traffic will be severely impacted when concerts are held, and pedestrians and bike riders will be put in danger. Parking is already a problem in that area of the city. If Live Nation wants a venue, then it should be built in a less congested area and not in the center of the city.

Susan Ross
326 Spring Street
Portland

Please REJECT Live Nation venue plan!

david pence dpencejr@gmail.com via portlandmaine.gov
Sun, Aug 10, 11:02 AM (1 day ago)
to council, publiccomment, david, moira

To members of the Portland City Council:

As long-time residents, concertgoers, and working artists (WMPG radio broadcaster of Radio Junkdrawer; professional actors; teaching artist in the Portland Public Schools), we support and promote the creation and presentation of local music and local music venues.

Businesses such as the Apohadion, SPACE, Blue, One Longfellow Square, Oxbow, Hi-Fidelity, Prism Analog, Geno's, Sun Tiki Studios, Bayside Bowl, Spring Point Tavern, and Portland House of Music have independent identities. Yet all of them share a central purpose--nurturing, supporting, presenting, and promoting eclectic, ambitious, visionary, and up-and-coming artists who live here--and plenty who come here from away. These local businesses and their shared vision is VITAL to a truly diverse, rich cultural community.

There is a balance in Portland that allows venues like the aforementioned to continue (even to prosper) alongside larger venues such as the State Theater, Thompson's Point, Cross Insurance Arena, and the Merrill Auditorium, each of which presents much bigger, more expensive shows.

We DO NOT NEED the unscrupulous, mega-corporate Live Nation coming to town. This is a time more than ever to resist billion-dollar enterprises and to preserve the fertile, flourishing independent economy of this city.

David Pence, Moira Driscoll

live nation moratorium

mel brimmer haircuts.for.humans@gmail.com via portlandmaine.gov

Sun, Aug 10, 11:15 AM (1 day ago)

to council, publiccomment, brett.archambault

Hello, citizens of portland and lovers of our local music scene.

My name is Mel Brimmer and I'm addressing you as a lifelong Portlander and a small business owner. I am in vehement opposition to the proposed Live Nation venue at the corner of Congress and Franklin.

The list of downsides to this proposed venue is overwhelming and will be felt immediately by Portland residents, whether they are concert-goers or not: increased traffic, pollution, air bnbs; reduced parking, biking and walking safety; shuttered small venues and other local businesses.

I genuinely fear for the future of the Portland arts and music scene if this venue goes forward, and I urge everyone to prioritize thoughtful growth for our small city— growth that prioritizes the needs of our existing community over the wants of developers, one-time visitors and giant corporations.

Sincerely,

Mel Brimmer (they/them)

Deering Ave, Portland.

Tend Hair Studio

www.tendhair.com

In opposition to moratorium

Mark Bickford mark.bickford@gmail.com via portlandmaine.gov
Sun, Aug 10, 11:21 AM (1 day ago)
to publiccomment

Your Honor Mayor Dion and Councilors,

I am writing to support the music hall proposal, and to urge you to reject the proposed moratorium. I have no stake in the outcome, other than as an occasional concertgoer and a Portlander.

To say that the hall will directly compete with the Merrill Auditorium is ridiculous. The symphony isn't going anywhere. This new hall doesn't appear to be designed to host traveling Broadway shows. The Merrill hosts very few popular music concerts. The city's public auditorium has nothing to fear

So far as the remaining large venues in Portland go, particularly the State Theater and Thompson's Point, their bread and butter is indie acts, not current Top 40 performers. And for all the talk of traffic and parking related to the new proposal, patrons of Thompson's Point, which was initially proposed as a Transit-Oriented Development, openly ignore any restrictions on neighborhood street parking and flout their disregard for the residents on Reddit. So why is the Council not investigating that? And the capacity of the Point is comparable to that of the Civic Center, so why is there no outcry relative to that publicly-owned venue?

If the underlying concern of the protestors is that Live Nation will bring currently popular acts to Portland, instead of quirky indie performers popular with the avant-garde, and show that there is a market for them here, that should be no concern of government.

Reject the moratorium.

Sincerely,
Mark Bickford
12 Haskell St.
Portland

Live Nation

G S geoffrey.p.slack@gmail.com via portlandmaine.gov
Sun, Aug 10, 11:22 AM (1 day ago)
to council

Hello Portland City Council

I wish to express my opinion that Portland not allow the new concert venue for Live Nation to be built in our city. New infrastructure should be focused on increasing housing or bringing in new businesses. I am afraid that the best outcome for Live Nation would be that it replaces our locally owned , existing concert venues.

Thank you for considering my point of view.

Geoff Slack
30 Berkeley St, Portland

Support moratorium on Live Nation plan

mary ellen randall mary.e.randall@gmail.com via portlandmaine.gov

Sun, Aug 10, 11:39 AM (1 day ago)

to publiccomment@portlandmaine.gov

I stand with local music venues and musicians in opposition to the Live Nation proposal for an enormous new music venue. Live Nation will not benefit Portland, but will drive out competition and reduce access to music lovers and local musicians.

They argue that Boston has a similar venue, which has not had a negative impact. However, Boston is a major city with the capacity to support numerous arts events, while Portland is a small city that struggles to fill the spaces we have.

In addition, Live Nation's business practices are being challenged in a major antitrust lawsuit involving the US Department of Justice and 40 states. Cities where Live Nation has moved in have seen shuttered local venues and a less diverse, less vibrant local music culture.

Please listen to the community.

Mary Ellen Randall
202 Concord Street
Portland, Maine

Public Comment: Order 9-25/26 Large Venue Moratorium

ernestbraun via Public Comment
Sun, Aug 10, 11:58 AM (1 day ago)
to Publiccomment, Council, Smichniewicz

Dear Council,

My name:
Ernest Braun

My address:
171 Congress street APT 3
Portland ME 04101

(District 1)

I am writing to express, in the strongest possible terms, the need to enact this 180-day moratorium on large venues.

Before discussing my reasoning, I would like to note that on Monday, there will be an exceptionally large audience witnessing the vote on this matter. The sum of your constituents in the room, sending emails, and watching via Zoom is a number of voters large enough to flip any municipal election. For those councilors who have upcoming re-election campaigns this year and next, I urge you to consider the outsize effect that this issue will have on your viability as a candidate.

For those councilors whose re-election campaigns are not for another two to three years: The worst of the locally-felt effects of this development – gridlock, closed venues, and dangerous pedestrian conditions – will come into effect just as your campaigns are materializing. Especially in the case of Council District 1, this Live Nation development, which is deeply unpopular in the surrounding neighborhoods and with the majority of voters, will likely decide who next holds this seat.

In that vein, I would like to request that Councilmember Michniewicz specifically respond to all the concerns laid out in the remainder of this email. As the representative for my district, I feel that it is vital to hear directly from her. Furthermore, as any response will likely come after Monday August 11, I would like to hear an explanation of her voting choice on this agenda item.

This proposed venue poses a significant risk to the local community and the quality of the built environment on the Peninsula. Although the emphasis has been on the availability of paid parking, the impacts go far beyond that. Before this venue is seriously considered, I would like to see a report on pedestrian and cyclist safety on Franklin avenue, Congress street, East Bayside, Munjoy Hill, and the Old Port that is given the same level of rigor as the question of parking. Despite any given councilor's disposition towards the morality of this proposed venue, we must implement a 180-day moratorium to further study its implications for pedestrians and cyclists.

Secondly, I would like to draw attention to the fact that Portland has a thriving local culture. The backbone of this culture is the network of independent performance venues and arts organizations. Live Nation has a well-documented record of aggressive, monopolistic business practices that would threaten the continued existence of independent arts organizations in Portland. Without falling into hyperbole, this would destroy what

makes Portland unique. In spite of any attractive short-term benefits of new development, this Live Nation venue would result in the drying-up of the creative economy that makes Portland a destination for artists, visitors, and sources of sustainable growth.

Please consider your role as council members: you work for the people of Portland, not for industry executives that live elsewhere and see our city as a profitable new market. According to political economist and urban theorist David Harvey, the “entrepreneurial city” is a model of urban governance characterized by the prioritization of outside capital investment and a capitulation to the whims of corporate interests, in order to spur economic growth. As has been documented time and again in cities across America, this model of city planning leads to growth that is inequitable, unsustainable, and transforms cities from places of community to places of hostility. The proposed Live Nation venue is a textbook example of the “entrepreneurial city” model of growth. This model will not benefit the people of Portland, just as it has not benefited the people of any other American city. As I am sure we will see on Monday evening, the vast majority of Portland residents reject such projects, because we know what does and does not hold benefits for us.

I would like to conclude on a practical note. Given the intense impacts that this development would have, I would like to see more discussion of ways that Live Nation could give back to the community should this venue be constructed. I believe that a 180-day moratorium is an excellent way to plan and negotiate a deal that works for the people of Portland. Some ideas: Live Nation could contribute to increased public transportation infrastructure, specifically an expanded bus depot, as GP Metro’s facility is currently at capacity and cannot accommodate additional buses added to their fleet. Live Nation could contribute to affordable housing projects, as this project would certainly continue to drive up real estate speculation in the surrounding neighborhoods. Live Nation could contribute to a fund that supports local business initiatives, since this venue will certainly threaten the health of the locally-owned business ecosystem. If you support the construction of this venue, please at least be creative about how it can benefit Portland residents in a meaningful way. I believe that implementing the moratorium is an appropriate step to give time to consider such possibilities.

Thank you for your time. I sincerely hope that you consider the voices that make up your constituency and prioritize them over the well-funded and predatory special interests that are behind this proposed development.

Ernest Braun

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: July 16, 2025

SUBJECT: Order 10-25/26 Approving an Option to Lease Agreement with Prosperity Housing, LP for City Land at 1125 Brighton Avenue - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair. The Housing and Economic Development Committee met on June 17, 2025, and voted 3-1 (Phillips against) to forward to the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final

Action 7/14/2025

Can action be taken at a later date: No Developer intends to apply for Low Income Housing Tax Credits through MaineHousing and needs to show right, title and interest to do so.

Does this item involve a new contract with the City: Yes, Corporation Counsel has reviewed and approved the Option to Lease documents.

PRESENTATION: Greg Watson will be available for questions

I. SUMMARY

Approval of the Option to Lease is the next step needed to facilitate the redevelopment of a portion of the Barron Center campus for affordable housing as proposed by Developers Collaborative and Prosperity Maine in response to an RFP issued by the City of Portland.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on June 17, 2025, and voted 3-1 (Phillips against), to forward the Option to Lease to the City Council with an amendment to include a plan satisfactory to the City that does not reduce the total current parking spaces available for use by the Barron Center, does not include taking down trees outside the leased area, and that funding for any other parking spaces and associated infrastructure be borne by the Developers.

The review and approval of the attached Option to Lease is the next step in the process of developing affordable and workforce housing on city-owned property at 1125 Brighton Avenue. The main terms of the option and proposed lease are noted below.

- Option Period: Initial term through December 31, 2026, and an ability to extend the option for an additional one-year period. Option Payment: \$1.00.
- Execution of Lease: Will occur within 90 days of the exercise of the option and concurrent with the closing of all construction financing. Lease payment is \$75,000 for the full term. The lease will be substantially in the same form as Exhibit B to the Option to Lease.
- Premises will be leased as is, where is and with all faults.
- The tenant, at their own expense, will obtain a survey of the site.
- Thirty percent (30%) of the units will be occupied by individuals or families referred by the Social Services Office.

- If, in the future, ownership of the project is transferred to a tax-exempt entity, real estate taxes must be paid.

On July 14 this item was postponed to August 11. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

After an extensive review of responses to an RFP for the development of housing on portions of city-owned land at 1125 Brighton Avenue, the HEDC recommended the selection of the development partnership comprised of Developers Collaborative and Prosperity Maine to undertake the proposed redevelopment as proposed in their response to the City's RFP. The Housing and Economic Development Committee provided some additional language to be incorporated into the Option to Lease that ensures the preservation of parking spaces available to the Barron Center in connection with the proposed housing development.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents. Council Goal 2: Housing Affordability

V. FINANCIAL IMPACT

Entering into a lease agreement with the selected development team will not have a significant fiscal impact. Staff anticipates that the potential developer may seek City funding resources (Jill C. Duson Housing Trust Fund, HOME Program, or Affordable Housing Tax Increment Financing) now or in the future.

VI. STAFF ANALYSIS AND BACKGROUND

Staff have worked closely with the development team to negotiate the terms included in the Option to Lease and the Lease Form and therefore support the HEDC recommendation of approval by the City Council.

VII. RECOMMENDATION

The Housing and Economic Development Committee voted (3-1, Phillips against) to forward the Option to Lease to the City Council with an amendment to include a plan satisfactory to the City that does not reduce the total current parking spaces available for use by the Barron Center, which does not include taking down trees outside the leased area, and that funding for any other parking spaces and associated infrastructure be borne by the Developers.

VIII. LIST ATTACHMENTS

1. Order - Option to Lease
2. Option to Lease_1125 Brighton_clean for Council 070925
3. Mayor Amendment to Order 10 RE Developer Name

Prepared by:

Greg Watson, Director

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING AN OPTION TO LEASE AGREEMENT WITH PROSPERITY
HOUSING, LP FOR CITY LAND AT 1125 BRIGHTON AVENUE**

WHEREAS, on May 19, 2025, by Order 222-24/25, the Portland City Council referred to the Housing and Economic Development Committee the negotiation of an option to lease agreement with an affiliate of ProsperityMe for the development of affordable housing on city-owned land at 1125 Brighton; and

WHEREAS, the Housing and Economic Development Committee voted on June 17, 2025 to recommend that the City Council approve an amended version of the option to lease agreement, which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT ORDERED, that the amended option to lease agreement with an affiliate of Prosperity Housing, LP is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute said agreement and whatever documents are necessary to effect the intent and purpose of the option to lease agreement.

OPTION TO LEASE AGREEMENT

This Option to Lease Agreement (“Agreement”) dated as of the ____ day of July, 2025 (the “Effective Date”), is entered into by and between **CITY OF PORTLAND**, a public body corporate and politic having a mailing address of 389 Congress St., Portland, ME 04101 (“Landlord” or “City”), and **DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC**, a Maine limited liability company having a place of business and mailing address of 631 Stevens Avenue, Suite 203, Portland, Maine 04103 (with its successors and assigns, “Tenant”).

RECITALS

WHEREAS, Landlord is the owner of certain land (hereinafter, the “Premises,” as further defined below) located at 1125 Brighton Avenue, Portland, Maine, which land is generally depicted on the plan entitled “Site Layout & Utility Plan” dated June, 2025 prepared by Gorrill Palmer, a reduced copy of which is attached hereto as **Exhibit A** (the “Plan”); and

WHEREAS, Tenant has requested from Landlord, and Landlord has agreed to grant to Tenant, an option to lease the Premises under a long-term ground lease agreement (the “Ground Lease”) in order to allow the Tenant to construct and operate a 50-unit residential affordable rental housing project for families thereon as generally depicted on the Plan (the “Project”), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Option; Option Period.** The Landlord hereby grants to the Tenant the exclusive right and option to lease the Premises from Landlord on the terms and conditions described herein, and subject to the terms and conditions in the Ground Lease (the “Option”), from the date first set forth above (the “Effective Date”) through December 31, 2026 (the “Option Period”). In the event Tenant is unable despite reasonable commercial efforts in securing financing by the end of the Option Period, Tenant shall have the right to extend the Option period one year.

2. **Option Payment.** At the time of execution of this Agreement by both parties, in consideration of the Option granted herein, Tenant shall pay to Landlord the sum of \$1.00 (the “Option Payment”), which shall be non-refundable, and which shall not be credited to rental payments under the Ground Lease as defined in section 4 hereof.

3. **Exercise of Option.** Tenant may exercise the Option at any time during the Option Period by delivering written notice to Landlord of its intent to exercise the Option (the “Option Notice”), provided, however, that in no event shall the term of the Ground Lease commence prior to the closing of all financing required for Tenant’s construction of the Project as is more fully described in the Ground Lease.

4. **Execution of Ground Lease.** If Tenant exercises the Option, the parties shall enter into the Ground Lease substantially in the form attached hereto as **Exhibit B** within

ninety (90) days after the date of the Option Notice. The Ground Lease will have a term of 99 years, with an aggregate lease payment of \$75,000.00 for the entirety of such term, due and payable upon the execution thereof, and shall permit Tenant to assign the Ground Lease to an entity affiliated with ProsperityME, a Maine nonprofit corporation, formed for the purpose of developing the Project, and to assign the Ground Lease to third parties as security for Project financing. Additionally, the Ground Lease shall contain such other terms and conditions as will satisfy the requirements of the Low Income Housing Tax Credit Program, 26 U.S.C. § 42 (the “LIHTC Program”), and the related regulations and the rules of the Maine State Housing Authority (“MaineHousing”) implementing the LIHTC Program and other Project financing, and will transfer substantially all of the benefits and burdens of ownership of all buildings and improvements on the Premises to Tenant for federal tax purposes, while legal title to the land comprising the Premises shall remain vested in the Landlord, and the terms of such Ground Lease shall be reasonably satisfactory to Tenant’s investor limited partner, MaineHousing, and any other financing sources for the Project. The parties acknowledge and agree that the specific provisions of the Ground Lease may be modified by agreement of the parties prior to the execution thereof, including to accommodate comments from funding parties.

5. Condition of Premises; Premises Description, Title.

- a. Tenant acknowledges that Tenant will have an opportunity to inspect the Premises, and to hire professionals to do so, and that the Premises will be leased “as is, where is” and “with all faults.” City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises.
- b. The survey attached hereto as Exhibit A only generally depicts the Premises to be leased to Tenant. The property description contained in the lease will be a survey description (the “Premises Description”) based upon a boundary survey performed by a Maine Licensed Surveyor to be obtained by the Tenant at the Tenant’s expense (the “Survey”), which will more specifically depict and describe the property shown on Exhibit A hereto and be in form and substance reasonably acceptable to the City and Tenant.
- c. The Premises shall be leased to Tenant free and clear of all encroachments, liens and encumbrances except (i) easements consented to by Tenant; (ii) utilities on or servicing the property, whether or not by virtue of existing easements (iii) City ordinances, and (iv) real estate taxes not yet due and payable.
- d. On or before the day that is 90 days after the Effective Date, Tenant will provide the City with (1) Tenant’s proposed Survey and Premises

Description, and (2) Tenant's written objections to the condition of the Premises or any title or survey matters that Tenant determines materially affect its use, cost, or feasibility of the Premises for the Project ("Tenant's Objections"). The City will have the option, but in no event will have the obligation, to cure any of Tenant's Objections.

- e. Within 60 days after receipt of the proposed Survey, the Premises Description, and Tenant's Objections, if any, the City will notify Tenant (1) if it has any objections to the Survey or Premises Description and its proposed revisions to the same; and (2) whether the City will attempt to cure any or all of Tenant's Objections. In the event that the City does not elect to cure any of Tenant's Objections, or is unable to do so to Tenant's reasonable satisfaction, Tenant will have the option to undertake the curing of the objections at Tenant's own expense. The City will cooperate with Tenant to the extent reasonably necessary to assist Tenant in curing such objections.
- f. If Tenant and City are unable to reach an agreement on a final Survey and Premises Description, or if the City or Tenant are unable to cure Tenant's Objections to Tenant's reasonable satisfaction prior to the expiration of the Option Period, then this Agreement will terminate and neither party will have any further obligation or liability to the other.

6. Landlord's Representations and Warranties. Landlord represents, covenants and warrants to Tenant that the execution and delivery of this Agreement and the performance by Landlord of the obligations hereunder have been duly authorized by all requisite action.

7. Tenant's Representations and Warranties. Tenant represents, covenants and warrants to Landlord that Tenant has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Tenant of its obligations hereunder (i) have been duly authorized by all requisite action; and (ii) will not conflict with, or result in a breach of, any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Tenant is a party or by which Tenant is bound. The representations and warranties set forth in this Section shall survive the exercise of the Option.

8. Tenant's Right of Termination. Tenant may, in its sole discretion, terminate this Agreement in the event that (1) it is not given an award of low income housing tax credits by MaineHousing pursuant to its Qualified Allocation Plan, (ii) the results of any inspection of the Premises done in accordance with section 14 below are unsatisfactory to Tenant, (iii) the state of title to the Premises is unsatisfactory to Tenant, (iv) the results of the environmental review process for the Premises required by the United States Department of Housing and Urban Development are unsatisfactory. Such right to terminate may be exercised by Tenant delivering written notice of such termination to the Landlord, and upon such termination, this Agreement shall be null and void, and no party shall have any further obligation hereunder.

9. Default. In the event of a default by either party hereunder, the other party may employ all remedies available at law or in equity, including without limitation specific performance.

10. Broker Commissions. Landlord and Tenant each represent to the other that they have not had any dealings regarding the Premises through any real estate broker or other person who can claim a right to commission or finder's fee in connection with this Agreement or the Ground Lease. If any broker or finder claims that they are owed a commission or finder's fee in connection with this Agreement or the Ground Lease through the Tenant, the Tenant shall indemnify, hold harmless and defend the Landlord against such claim and all costs and expenses (including reasonable attorney's fees and costs) incurred in defending against such claim.

11. Notice. Whenever notice is given or required to be given by either of the parties hereto to the other hereunder, including the Option Notice, it shall be deemed to have been given if in writing and hand delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, or by overnight courier, addressed to the parties at their respective addresses set forth in the first paragraph herein or to such other address(es) as either party shall have last designated by notice in compliance with this Section. All notices shall be effective upon mailing or when hand delivered, whichever occurs first.

12. Memorandum. This Option shall not be recorded but at the Tenant's request the parties shall execute and acknowledge a Memorandum of Option in recordable form, and in substance satisfactory to the parties, to be recorded at Tenant's expense. If such a Memorandum of Option is recorded and Tenant does not exercise the Option within the term of this Agreement, Tenant shall, at Landlord's request and at Tenant's expense, record an instrument evidencing the termination of the Option. In the event Tenant refuses or fails to record such instrument, Tenant acknowledges and agrees that the City may execute and record an affidavit stating that Tenant failed to timely exercise its option to lease the Premises and that this Agreement is terminated and all of Tenant's rights under this Agreement are therefore terminated and released.

13. Further Assurances. The parties agree to take such actions and execute, acknowledge and deliver any and all additional instruments, documents and materials as the other party hereto may reasonably request to fully effectuate the purposes of this Agreement.

14. Tenant's Access, Inspections.

- a. Tenant and others whom Tenant may designate shall have the right, at all reasonable times, at Tenant's sole cost and expense, risk and hazard, to enter upon the Premises to examine and/or show the same and make, or cause to be made, engineering or other studies and inspections of the Premises, including, without limitation, surveying, conducting test borings in order to determine sub-soil conditions, and in general conducting all other tests, analysis and studies of the Premises which Tenant deems prudent in

connection with Tenant's intended development or use of the Premises. Tenant shall restore the Premises following any testing substantially to its prior condition, unless otherwise agreed by Landlord.

- b. Tenant agrees to defend, indemnify and hold harmless the Landlord against any mechanics liens that may arise from the activities of Tenant and its employees, consultants, contractors and agents on the Premises.
- c. Tenant shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Tenant hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to any person or damage to property arising out of the exercise by Tenant of its rights hereunder.

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

15. Assignment. Tenant shall have the right to assign its rights and obligations hereunder to a limited partnership affiliated with ProsperityME formed for the purpose of developing the Project, without further consent of the Landlord.

16. Miscellaneous. This Agreement shall be governed by the laws of the State of Maine and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be canceled, modified or amended only by a written instrument executed by both the Landlord and Tenant. This Agreement, including the exhibits referred to herein, constitutes the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all other agreements between the parties, whether written or oral. Any provision or part of this Agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. This Agreement may be executed by the parties hereto in counterparts, both of which when delivered shall constitute one and the same Agreement. In the event that any signature is delivered via fax or pdf, such signature shall create a binding obligation of the party executing with the same force and effect as if such signature page were an original thereof. Headings used herein are for convenience only and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Time is of the essence with respect to this Agreement. No waiver of any breach of any one or more of the conditions of this Agreement or its attachments by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

IN WITNESS WHEREOF, the parties have caused this Option to Lease Agreement to be executed by their undersigned representatives, thereunto duly authorized, as of the date first above written.

CITY OF PORTLAND

By: _____
Danielle P. West, its City Manager

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

IN WITNESS WHEREOF, the parties have caused this Option to Lease Agreement to be executed by their undersigned representatives, thereunto duly authorized, as of the date first above written.

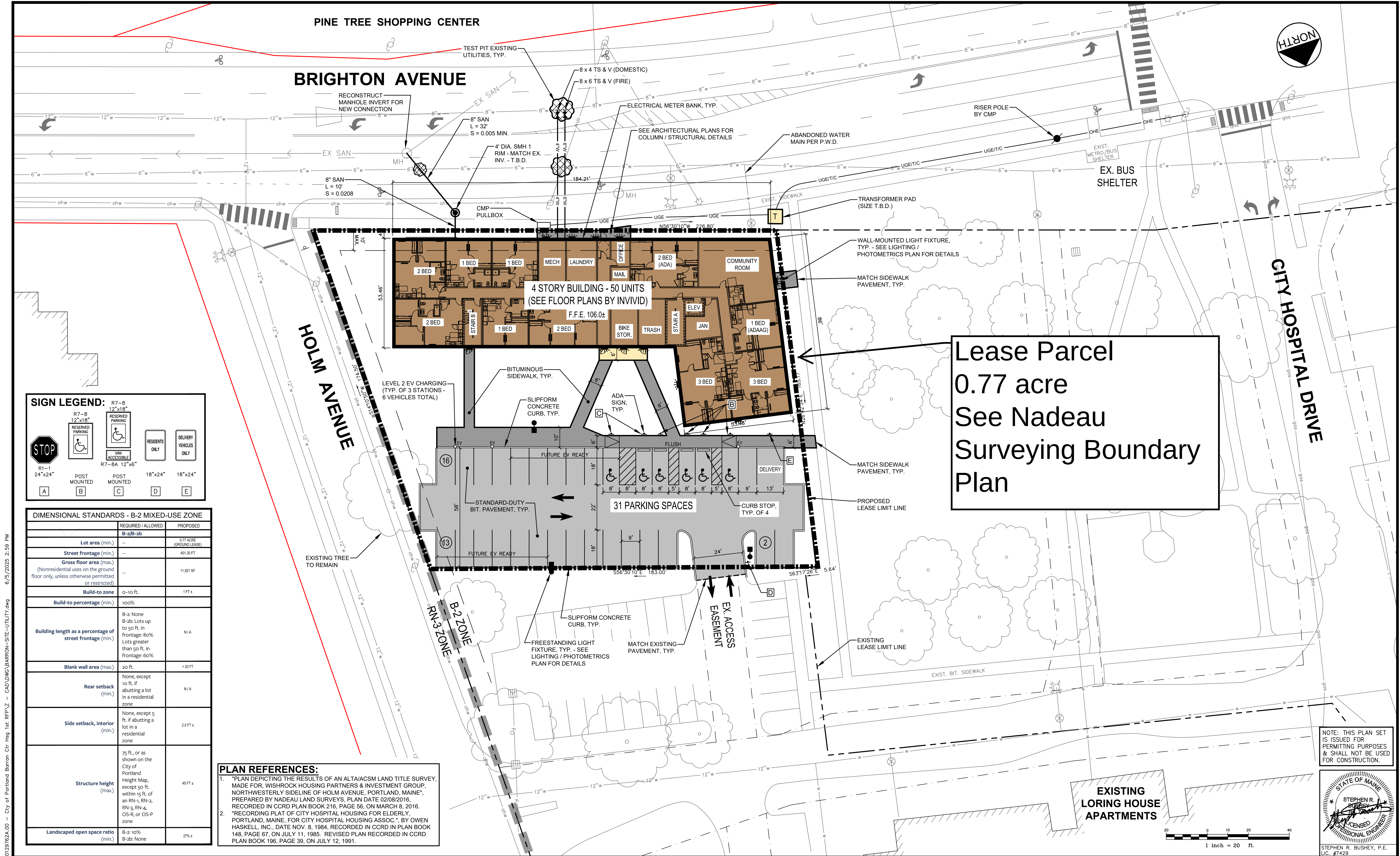
**DEVELOPERS COLLABORATIVE
PREDEVELOPMENT LLC**

By: _____
Kevin R. Bunker, its Manager

O:\DC Predevelopment LLC (20981)\Brighton Ave (378)\Option to Lease_1125 Brighton_FINAL.DOC

EXHIBIT A

[Insert copy of plan entitled _____]



U:\Developers Collaborative\0129762A.00 - City of Portland Barron Ctr Hsg 1st RFP\Z - CAD\DWG BARRON-SITE-UTILITY.dwg 6/5/2025 2:59 PM

Rev.	Date	Revision

Rev.	Date	Revision
1	6/6/2025	MAJOR SITE PLAN APPLICATION

Design: SRB	Draft: CDD	Date: JUNE 2025
Checked: SRB	Scale: AS NOTED	Job No.: 0129762A.00
File Name: BARRON-SITE-UTILITY.dwg		
This plan shall not be modified without written permission from Gorriil Palmer. Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to Gorriil Palmer.		



GORRIIL PALMER
An LJB Engineering Company

Gorriil Palmer, an LJB Engineering Company
GorriilPalmer.com
(207) 772-2515
300 Southborough Drive - Suite 200
South Portland, ME 04106

Drawing Name:	SITE LAYOUT & UTILITY PLAN
Project:	CITY OF PORTLAND - BARRON CENTER - SITE 1 HOUSING 1125 Brighton Avenue, Portland, Maine
Client:	DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC/PROSPERITY ME 175 Lancaster Street, Suite 216A, Portland, Maine 04101

Drawing No.
C-3.0

EXHIBIT B

[Insert Ground Lease]

FORM OF
GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (herein called the "Lease") is made this _____ day of _____, 20____, by and between **CITY OF PORTLAND**, a Maine body corporate and politic having a mailing address of 389 Congress St., Portland, ME 04101 ("Landlord" or "City"), and _____, a Maine limited partnership having a mailing address of c/o ProsperityME, P.O. Box 8013, Portland, Maine 04104 ("Tenant").

Landlord and Tenant agree as follows:

SECTION 1. LEASED PREMISES; RESERVED RIGHT. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms and conditions of this Lease, the premises located at or near 1125 Brighton Avenue in Portland, Maine, being more particularly described in **Exhibit A** attached hereto and made part hereof, subject to and with the benefit of all easements, reservations, and restrictions of record (the "Premises"), being shown on the plan entitled "Boundary & Topographic Survey at 1125 Brighton Avenue, Portland, Maine" prepared by Nadeau Land Surveys dated _____ a reduced copy of which is attached hereto as **Exhibit B**.

SECTION 2. TERM AND COMMENCEMENT DATE.

(a) The term of this Lease ("Term") shall commence on the Commencement Date, as hereinafter defined and shall continue thereafter for a period of ninety-nine (99) years after the date of issuance of a certificate of occupancy for the Tenant Improvements (as defined below), unless sooner terminated in accordance with the terms and conditions hereof.

(b) The "Commencement Date," as used herein, shall mean the date of execution of this Agreement.

(c) In the event Tenant shall continue to occupy the Premises beyond the Term without City's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by the parties by giving ninety (90) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease.

SECTION 3. RENT. Tenant agrees to pay to Landlord at Landlord's mailing address identified above, or at such other place as Landlord shall designate in writing, rent of \$75,000.00, payable in full on the Commencement Date, which shall constitute prepaid rent for the entire

Lease term. Landlord and Tenant hereby agree to make any amendments or modifications to this Lease as may be necessary to effectuate the intended treatment of the rent as "prepaid rent" within the meaning of Section 1.467-1(c)(3)(ii) of the Treasury Regulations. This Lease is intended as an absolute net lease, and the rent and all other sums payable hereunder to or on behalf of Landlord shall be paid by Tenant without notice or demand, and without set-off, abatement, suspension, deduction, or defense. Under no circumstances or conditions whether now existing or hereinafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord or Landlord's successors or assigns be expected or required to make any payment of any kind whatsoever, or be under any other obligation or liability hereunder, except as specifically and expressly provided in this Lease. This Lease shall always be construed in order to effectuate the foregoing declared intent of the parties.

SECTION 4. USE. Tenant shall use the Premises solely for the purposes of constructing, maintaining and operating, or causing to be constructed, maintained and operated, at its sole expense, an approximately 50-unit affordable housing project (the "Project") operated in compliance with the Low Income Housing Tax Credit Program pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, and certain income and rent limitations set forth in certain agreements and restrictive covenants in favor of Maine State Housing Authority, the City of Portland, and _____ (collectively, the "Affordability Restrictions") to be entered into by Tenant on or about the date hereof, and for purposes ancillary thereto, including laundry facilities, office and community room space. Landlord shall assure that at all times there is pedestrian and vehicular access to the Premises from Holm Avenue or a suitable alternative. Thirty percent (30%) of the residential dwelling units in the Project shall be reserved for individuals or families who are referred to Tenant by the City's Social Services Office pursuant to separate set-aside agreement between Landlord and Tenant in form and substance reasonably satisfactory to Landlord. Such persons shall be subject to and shall qualify for all applicable income restrictions that may be imposed by Maine State Housing Authority. . Tenant shall obtain, at Tenant's expense, all permits, licenses, and approvals required by any federal, state, or local authority for the Project. Tenant shall not permit any nuisance on the Premises, nor use or permit any use of the Premises which is contrary to any law or ordinance, nor permit any use which will invalidate any policy of insurance or materially or adversely affect the value of the Premises. As part of the Development of the Project the parties anticipate that approximately 46 existing City parking spaces located on the Premises will be displaced. Tenant shall be responsible, at its sole expense, for designing and constructing 46 replacement parking spaces and related infrastructure for such parking (collectively, the "Replacement Parking") for the City's use in areas on the Barron Center campus. All aspects of the design, location, construction, and construction schedule of such Replacement Parking are subject to the City's prior written approval. Prior to the execution of this Lease, Tenant shall provide the City with a plan satisfactory to the City for the Replacement Parking. Under no circumstances will any trees be removed from areas outside of the Premises on the Barron Center campus in the creation of the Replacement Parking.

SECTION 5. COVENANT OF QUIET ENJOYMENT. Landlord holds title to the Premises by virtue of deeds recorded in the Cumberland County Registry of Deeds in Book 716, Page 17, and Book 1961, Page 395. So long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Premises during the term hereof, subject to

the terms and provisions of this Lease. Tenant's rights under this Section 5 shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest in the Premises. Landlord further covenants and warrants that it has full and lawful right, power and authority to enter into this Lease and to lease the Premises to Tenant for the full term hereof.

SECTION 6. UTILITIES.

6.1 Tenant shall pay when due all charges for all utilities furnished to the Premises, including but not limited to gas, water, electricity, sewer, stormwater, telephone and cable service. Tenant shall be permitted to construct and install, or cause to be constructed and installed, on the Premises all utilities required by Tenant for the Project and shall make its own arrangements for all utility installations, connections, hook-ups and services and for delivery of all necessary heating and cooking fuel to the Premises and will pay when due all charges for such fuel. Landlord shall in no event be liable for any interruption or failure of utilities or other services on the Premises.

6.2 Subject to obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, Tenant shall have the right to enter into reasonable agreements with utility companies, municipal corporations and other governmental entities creating such easements in favor of such companies and governmental entities as are required in order to provide utility services to the Premises and the Project. In the event Landlord gives its consent to such utility easements, Landlord agrees to execute all documents, agreements and instruments and to take all other actions reasonably necessary to effectuate the same, all at Tenant's sole cost and expense.

SECTION 7. TAXES.

7.1 Landlord and Tenant acknowledge that the Premises is currently exempt from real property taxes and the parties anticipate that the Premises shall remain exempt to the extent permitted by law; provided, however, Tenant shall pay, or cause to be paid, before the same become delinquent, all real estate taxes and personal property taxes, including assessments for local improvements and any and all other governmental levies or charges of any kind that are levied upon or assessed against or with respect to the buildings and improvements comprising the Project. In the event that the Project or a portion thereof becomes tax exempt, either by transfer, conversion or otherwise, including but not limited to transfer to a 501(c)(3) or other exempt organization, Tenant shall pay an amount annually to the City, equal to the amount that would have been assessed as real estate taxes had the Project or the portion thereof remained taxable. Tenant shall notify any party to whom it transfers any of its interest in the Project of this requirement.

7.2 Without postponing payment or otherwise adversely affecting Landlord, Tenant may prosecute appropriate proceedings at the sole cost and expense of Tenant, to contest the validity or amount of any such taxes or assessments, or to recover payments therefor, and shall indemnify and save Landlord harmless from all costs and expenses in connection therewith; provided such contest does not result in the filing of any property tax lien. Landlord shall cooperate

with Tenant with respect to such proceedings only so far as reasonably necessary to permit Tenant to have standing to prosecute such proceedings, provided that Landlord shall not be obligated to incur any expense in connection with such cooperation.

SECTION 8. TENANT IMPROVEMENTS; PERSONAL PROPERTY.

8.1 Tenant may construct, renovate, rehabilitate, or cause to be constructed, renovated or rehabilitated, buildings and other improvements and install, or cause to be installed, equipment, machinery, and trade fixtures necessary to carry on Tenant's business on the Premises. All such buildings, improvements, equipment, machinery, and trade fixtures (collectively, the "Tenant Improvements") shall be and remain the property of Tenant, owned by Tenant. Nothing in this section shall be deemed to prevent Tenant from seeking approval of tax increment financing for Tenant Improvements.

8.2 All personal property of any kind located or placed in or on the Premises shall be kept and maintained at Tenant's sole risk, or the risk of Tenant's tenants, and Landlord shall not be liable for any loss or damage to property of Tenant or others arising from theft, fire, explosion, breakage of water pipes, steam pipes or other pipes, or by leaking roofs, or by any other cause whatsoever unless resulting from the willful act of Landlord.

SECTION 9. REPAIRS AND MAINTENANCE. Landlord shall have no obligation whatsoever with respect to maintenance and repair of the Premises, all of such maintenance and repair to be undertaken by Tenant at Tenant's expense.

SECTION 10. INDEMNIFICATION; INSURANCE; LIENS.

10.1 Indemnity. Except as set forth in this Section 10.1, Tenant agrees to defend, indemnify and save Landlord harmless from and against all claims, damages, losses, or expenses of whatever nature arising from any negligent or intentional act or omission of Tenant or Tenant's contractors, licensees, agents, servants, employees, tenants, or other invitees, or arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring during the term hereof in or about the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever incurred in or in connection with any such claim or proceeding brought thereon, including Landlord's reasonable attorneys' fees and expenses. Tenant's obligations hereunder shall not be construed to negate or abridge any other obligation of indemnification running to the City that otherwise exists. The extent of the indemnification provision shall not be limited by the provision for insurance in this Agreement. Tenant's obligations under this paragraph shall survive termination of this Agreement. Tenant's obligations under this paragraph shall not apply to claims caused solely by the act or omission of Landlord.

10.2 Liability Insurance. Prior to execution of this Agreement, Tenant will procure and maintain occurrence-based commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the City as an additional insured thereon for coverage only in

those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Tenant shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Tenant shall also provide a copy of any endorsement naming the City as additional insured. Upon City's request, Tenant shall provide the City with a complete copy of any of the above-referenced policies. Tenant shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$25,000 without City's prior written approval). The City's acceptance or lack of acceptance of Tenant's certificate of insurance or other evidence of insurance shall not be construed as a waiver of the Tenant's obligation to obtain and maintain such insurance as required by this Agreement. If the Tenant maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Tenant. Tenant understands and agrees that the types of insurance coverage and the minimum limits of such coverage herein required may become inadequate during the term of this Lease, and Tenant agrees that it will procure additional insurance and increase such minimum limits by reasonable amounts within thirty (30) days of receipt of notice in writing from the Landlord to do so. In no case shall such insurance be less than the statutory limits set forth in the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) or any successor statute thereto.

10.3 Casualty Insurance. Tenant shall, at Tenant's own expense, maintain its own fire and casualty insurance with respect to the Tenant Improvements and any of Tenant's other personal property as Tenant deems necessary, and Landlord shall have no responsibility therefor. Tenant assumes all risk of damage, loss or casualty to the Tenant Improvements and all other of Tenant's personal property while located at the Premises, even if the cause of such damage is the result of the negligent act or omission of Landlord, its officers or employees. Tenant shall defend, indemnify and hold the Landlord harmless from any claim based upon any damage, loss or casualty to such property while at the Premises. Any casualty insurance obtained by Tenant for its property shall include a waiver of subrogation against the Landlord.

10.4 Insurance Proceeds. Landlord acknowledges and agrees that any insurance proceeds relating to the Tenant Improvements shall be the sole and exclusive property of Tenant, and, subject to the terms of any agreements relating to financing for the Project or subject to the Tenant's governing limited partnership agreement, shall, as between Tenant and Landlord, be payable exclusively to the Tenant.

10.5 Lien Indemnity. Any mechanic's lien filed against the Premises by reason of any improvements made by or on behalf of Tenant shall be promptly discharged by Tenant, at its own expense, by bonding or otherwise. If Tenant should fail to discharge any such lien, Landlord may do so at Tenant's expense after thirty (30) days' written notice to Tenant of the intention to do so, and Tenant shall promptly reimburse Landlord its reasonable costs and expenses in so doing.

SECTION 11. COMPLIANCE WITH APPLICABLE LAWS. Tenant shall, throughout the term of this Lease and at Tenant's sole expense, promptly observe, comply with and execute all applicable laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof. Tenant shall make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's use of the Premises; shall keep the Premises equipped with all safety appliances so required because of such use; and shall procure any licenses and permits required for any such use. Tenant shall comply with all laws and regulations from time to time applicable to the Premises, including but not limited to the requirements of the Americans with Disabilities Act and the Maine Human Rights Act, and any other laws and regulations relating to providing access and reasonable accommodations to persons with disabilities, and Tenant shall defend, indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

SECTION 12. HAZARDOUS MATERIALS.

12.1 Definitions. The following definitions shall apply to this Section:

(a) "Environmental Activity or Condition" means the presence, use, handling, treatment, generation, manufacture, production, storage, Release, threatened Release, discharge, disposal or transportation of any Hazardous Material on, onto, in, under, over or from the Property or the violation, in connection with the Property, of any Environmental Law.

(b) "Environmental Law" means any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, whether civil or criminal, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes and any regulations promulgated thereunder, and all amendments and successors to such statutes and regulations, as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in various sections of 26 U.S.C.; 33 U.S.C.; 42 U.S.C. and 42 U.S.C. § 9601 et seq.), as affected by the Superfund Amendment and Reauthorization Act of 1986 (codified in various sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (v) the Clean Water Act (33 U.S.C. § 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. § 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. § 349; 42 U.S.C. § 201 and § 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.); (ix) the Federal Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.); (x) the Uncontrolled Hazardous Substance Sites Law (38 M.R.S.A. § 1361 et seq.); (xi) the Hazardous Matter Control Law (38 M.R.S.A. § 1317 et seq.); (xii) the Maine Hazardous

Waste, Septage, and Solid Waste Management Act (38 M.R.S.A. § 1301 et seq.); (xiii) the Toxics Use and Hazardous Waste Reduction Law (38 M.R.S.A. § 2301 et seq.); and (xiv) the Site Location of Development Law (38 M.R.S.A. § 481 et seq.)

(c) “Hazardous Materials” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as a hazardous, toxic or special waste or substance under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

(i) “Hazardous substances” as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or the Superfund Amendment and Reauthorization Act of 1986, each as amended, and regulations promulgated thereunder;

(ii) “Hazardous waste” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

(iii) “Hazardous materials” as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder;

(iv) “Chemical substance or mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder;

(v) “Hazardous substances” as defined in the Uncontrolled Hazardous Substance Sites law, as amended and regulations promulgated thereunder;

(vi) “Hazardous matter” as defined in the Hazardous Matter Control law, as amended, and regulations promulgated thereunder;

(vii) “Hazardous waste” as defined in the Maine Hazardous Waste, Septage, and Solid Waste Management Act, as amended and regulations promulgated thereunder;

(viii) Underground storage tanks, asbestos, urea formaldehyde insulation, polychlorinated biphenyls, dioxins, petroleum products, asbestos and radon.

(d) “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, or discarding, burying, abandoning, or disposing into the environment.

(e) “Premises” means all or any portion or portions of the Premises, including the soil, surface water, ground water, air and improvements on, beneath or above any such property.

12.2 Tenant shall not cause or permit any Hazardous Materials to be stored, generated, brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without first obtaining Landlord's written consent, except that no such consent shall be required for heating oil or other fuel used for heat and cooking or any cleaning, maintenance, construction and repair materials for the Project. Any Hazardous Materials permitted on the Premises, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Material. Tenant will in no event permit or cause any Release of Hazardous

Materials in or about the Premises. Tenant shall give immediate notice to Landlord of any violation or potential violation of the provisions of this Section and will at all reasonable times permit Landlord or its agents to enter the Premises to inspect the same for compliance with this Section.

12.3 Tenant hereby agrees to indemnify, defend and hold harmless the City from and against, and to reimburse the City for, any and all liabilities, penalties, assessments, settlements, judgments, claims, demands, debts, obligations, fines, damages, losses, costs, fees and expenses, including reasonable attorneys' and paralegals' fees and expenses (collectively, "**Damages**"), suffered or incurred by the City as a result of any Environmental Activity or Condition and/or any alleged Environmental Activity or Condition on or about the Property or any alleged violation of this section. Tenant's liability set forth in the preceding sentence includes, but is not limited to, the following:

- (a) Any costs of, or liability for, investigation, cleanup or remediation of environmental damage, except to the extent caused by the City;
- (b) Any consequential damages suffered or incurred by the City as a result of the costs listed in subsection (a) above;
- (c) Any costs of discharging or otherwise removing any attachment or statutory lien, including any arising under any Environmental Law, in respect of the Property, except to the extent caused by the City;
- (d) Any damages of, against or with respect to the City resulting, directly or indirectly, from any claim, judgment or finding concerning the violation of any Environmental Law, except to the extent caused by the City;
- (e) Any investigation, cleanup or remediation of any Environment Activity or Condition or other environmental damage arising from or due to acts or omissions of any party occurring before the City's ownership of the Property; and
- (e) Any amounts expended by the City in good faith to settle or compromise any claim or allegation of liability covered by this Agreement.

Prior to construction of the Project, Tenant shall at its sole cost and expense engage the services of a licensed environmental engineer who shall perform a Phase I environmental assessment (the "Assessment"). The Assessment shall list the City as an intended user. If the Assessment recommends environmental remediation qualifying for protection under the Maine Department of Environmental Protection Voluntary Response Action Program ("VRAP"), Tenant shall pursue such remediation under VRAP at its expense and shall obtain for itself and the City protection under the VRAP program. If requested by Tenant, City shall use good faith efforts to assist Tenant to secure funding to cover remediation costs from any available source, including without limitation, the US EPA Brownfields Remediation program.

12.4 Selection of Professionals. Without limiting the other provisions of this Section, in the event that any claim (whether or not a judicial or administrative action is involved) is

asserted against the City with respect to any Environmental Activity or Condition, the City shall have the right to select the engineers or other consultants and attorneys for its defense to determine the appropriate legal strategy for such defense and to compromise or settle such claim, all in the City's discretion, and the Tenant shall be liable to the City in accordance with the terms hereof for all Damages suffered or incurred by the City in this regard.

12.5 The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease with respect to events occurring prior to the termination of the Ground Lease.

SECTION 13. PLANS AND SPECIFICATIONS; MORTGAGES. Tenant shall construct and complete the Project diligently in accordance with the plans and specifications approved by the City of Portland Planning Board. Tenant shall also comply with the terms of all mortgages on the Premises or the Project and all other agreements executed in connection therewith.

SECTION 14. REPAIRS AND MAINTENANCE. Tenant shall, during the term of this Lease, at its sole expense, keep the Project and the Premises in as good order and repair as on the completion of construction, reasonable wear and tear excepted. Tenant will be responsible for upkeep of the grounds, adequate lighting on the Premises and in the common areas of the Project, and plowing and lawful snow removal on the Premises.

SECTION 15. SIGNS. Tenant shall be permitted to construct, install, and maintain a free-standing or attached sign or signs of suitable size for visibility from adjacent public ways and indicating Tenant's occupancy of the Premises, at Tenant's sole expense. All signs must comply with all applicable laws and ordinances, and Tenant shall be responsible for obtaining all necessary permits from applicable governmental authorities, at Tenant's sole expense.

SECTION 16. ASSIGNMENT OR SUBLETTING; RIGHT OF FIRST REFUSAL.

16.1 Except as otherwise provided in Section 18 of this Lease, Tenant shall have no right to assign this Lease without having first received the prior express written consent of Landlord. Landlord's consent shall not be required for the Tenant's leasing or subleasing of the commercial spaces or residential dwelling units in the Project, or for the assignment of this Lease to lenders as collateral in connection with Project financing.

16.2 Landlord shall not assign or convey its interest in the Premises unless such assignment or conveyance is expressly made subject to this Lease, and Landlord shall have first given Tenant at least one hundred eighty (180) days prior written notice thereof. Prior to Landlord assigning or conveying its interest in the Premises to a non-exempt, Tenant shall have the following right of first refusal: In the event that Landlord receives a bona fide written offer from a third party which Landlord intends to accept (the "Offer"), Landlord shall notify Tenant that Landlord desires to sell the Premises to such entity and shall provide a copy of the Offer to Tenant. On or before the tenth business day after receipt of such notification, if Tenant desires to exercise its right of first refusal, Tenant shall provide Landlord with a bona fide written offer on

the same terms as the Offer, but with a purchase price of at least one dollar more than the consideration to be paid by the buyer in the Offer, and Landlord shall not accept the Offer. If Tenant fails to provide Landlord with Tenant's offer during such 10 business-day period, Tenant shall have no further rights under this Section 16.2 with respect to such Offer.

SECTION 17. DEFAULT.

17.1 The following events shall be deemed to be events of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of rent or any other payment to Landlord or other parties required herein, when due, and such failure shall continue for a period of one hundred eighty (180) days from the date such payment is due;

B. A petition shall be filed against Tenant under any state or federal bankruptcy or insolvency laws or under any similar law or statute of the United States or the State of Maine, and not discharged within ninety (90) days after such filing, or Tenant shall file such petition, or Tenant shall be adjudged bankrupt or insolvent in any proceeding;

C. Any assignment shall be made of the property of Tenant for the benefit of creditors, or a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property, or the estate hereby created shall be taken on execution or by other process of law;

D. Tenant shall fail to comply with any covenant, term, or provision of this Lease (other than the payment of rent and other charges) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, or such additional time as is reasonably required to correct such failure, provided that good faith remediation measures shall have been commenced within such time period and that such remediation measures are completed in a reasonable and timely manner.

17.2 Upon the occurrence of an event of default listed in Section 17.1 hereof, Landlord may issue to Tenant a notice of default, which notice shall specify the particular event of default and provide Tenant with 30 (30) days to cure same in the event of a default described in Sections 17.1(A) or 17.1(D) and ninety (90) days to cure same in the event of a default described in Section 17.1 (B) or (C). No default shall be effective unless and until Landlord shall have given a notice of default to (a) Tenant in accordance with this Section 17.2, (b) any leasehold mortgagee in accordance with Section 18, and (c) the limited partner of the Tenant in accordance with Section 27. In the event such event of default is not cured within the applicable cure period, or, with respect to an event of default that does not lend itself to cure within such cure period, Tenant (or any party entitled to cure such event of default) fails to commence good faith efforts to so cure such event of default, then Landlord shall have all rights and remedies available at law or equity, including the right to sue for damages or injunctive relief. Tenant shall reimburse Landlord for all reasonable attorney's fees and expenses incurred in connection with the enforcement of the City's rights under this Agreement.

All applicable cure periods as described above shall not begin to run until said notice has been given.

SECTION 18. RIGHTS OF LEASEHOLD MORTGAGEES.

18.1 The Landlord hereby acknowledges that the Tenant will be granting its construction and permanent lenders, including without limitation Maine State Housing Authority (“MaineHousing”), the Landlord, and its bank construction and permanent lender, _____ (such construction and permanent lenders and their respective assigns, successors and nominees individually and collectively referred to herein as the “Leasehold Mortgagee”) leasehold mortgages upon the Project to secure the financing provided to Tenant to enable the construction of the Tenant Improvements upon the Premises and for the permanent financing thereof. The Landlord hereby consents to the granting of one or more leasehold mortgages by Tenant to the Leasehold Mortgagee, and further agrees that upon Tenant’s default under any leasehold mortgage and after the relevant Leasehold Mortgagee’s exercise of its rights under the relevant leasehold mortgage, the relevant Leasehold Mortgagee shall have the right to quiet enjoyment of the Premises pursuant and subject to the provisions of this Lease on the condition of its performance of the Tenant’s outstanding and continuing obligations under the Lease. Such Leasehold Mortgagee shall have the right to assign this Lease to an assignee, provided such assignee assumes in writing all of the obligations of Tenant under the Lease. The security interest in the Premises created by all Leasehold Mortgagees shall terminate upon termination of this Lease.

18.2 The Landlord further agrees that so long as any leasehold mortgage remains outstanding the following provisions shall apply notwithstanding any provisions to the contrary in this Lease:

A. Landlord shall serve upon the Leasehold Mortgagee a written notice of any default by Tenant under the Lease either (i) as provided in the Lease for a notice of default to Tenant, or (ii) if no notice is required, then not less than one hundred fifty (150) days prior to any termination for failure to perform such obligations thereunder. No notice of termination shall be deemed to have been duly carried out unless and until service is made upon the Leasehold Mortgagee.

B. In case Tenant shall be in default under the Lease, the Leasehold Mortgagee shall have the right to remedy such default or cause the same to be remedied in accordance with this Lease and Landlord shall accept such performance by or at the insistence of such Leasehold Mortgagee as if the same had been made by Tenant.

C. No event of default stemming from the performance of work required to be performed, or of acts to be done, or of conditions to be remedied under the Lease shall be grounds for termination as against the Leasehold Mortgagee provided that good faith remediation measures shall have been commenced within applicable time periods as provided in the Lease and that such remediation measures are completed in a reasonable and timely manner.

D. Provided that Tenant is not in default beyond the applicable cure period hereunder, Landlord shall take no action to effect a termination of the Lease to (i) obtain possession of the Project and the Premises (including possession by a receiver), or (ii) in the case of a Leasehold Mortgagee, to institute, prosecute and complete foreclosure proceedings or (iii) otherwise acquire Tenant's interest under the Lease. A Leasehold Mortgagee, upon obtaining possession or acquiring Tenant's interest under the Lease, shall be required promptly to cure all defaults within applicable cure periods; provided however, that: (i) such Leasehold Mortgagee shall not be obligated to continue such possession or, to continue such foreclosure proceedings after such defaults shall have been cured; (ii) nothing herein contained shall preclude Landlord, subject to the provisions of this Section, from exercising any rights or remedies under the Lease with respect to any other default by Tenant; (iii) such Leasehold Mortgagee shall agree with Landlord in writing to comply during the period of such forbearance with such of the terms, conditions and covenants of the Lease as are reasonably susceptible of being complied with by such Leasehold Mortgagee. Any default by Tenant that is not reasonably susceptible of being cured by such Leasehold Mortgagee on account of involuntary insolvency or reorganization proceedings, receivership, or an assignment for the benefit of creditors or the like shall be deemed to have been waived by Landlord upon completion of such foreclosure proceedings or upon acquisition by such Leasehold Mortgagee of Tenant's interest in the Lease. Such Leasehold Mortgagee, or its designee, or other purchaser in foreclosure proceedings may become the legal owner and holder of the Lease through foreclosure proceedings or by an outright assignment of the Lease in lieu of foreclosure, provided that such owner and holder of the Lease shall agree to be bound by its terms and conditions.

E. Anything herein contained to the contrary notwithstanding, the provisions of this Section shall inure only to the benefit of the Leasehold Mortgagee.

F. No agreement between Landlord and Tenant subsequent to the date hereof, nor any election by Tenant under the terms of the Lease, reducing the term of the Lease or canceling, terminating or surrendering the Lease shall be effective without the prior written consent of the Leasehold Mortgagee.

G. A Leasehold Mortgagee may assign this Lease and shall thereupon be released from all liability for performance or observance of covenants and conditions contained in the Lease to be performed and observed from and after the date of such assignment, provided that the assignee from such Leasehold Mortgagee shall have assumed all of the provisions of the Lease.

H. Landlord agrees to enter into one or more Landlord's Consents and Agreement with the Leasehold Mortgagee containing the terms set forth in this Section and such other reasonable terms as may be reasonably required by the Leasehold Mortgagee. If requested by a Leasehold Mortgagee, Landlord agrees to join with Tenant in the execution of any such leasehold mortgages on terms reasonably acceptable to Landlord, provided, however, that Landlord shall not subordinate Landlord's fee interest in the Premises or its interest in this Lease to the lien of such leasehold mortgages and provided that no such joinder shall in any way render Landlord liable for repayment of any indebtedness of Tenant secured by any such leasehold mortgage or otherwise.

I. Any notices required under this Section 18 shall be addressed to MaineHousing at Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Attn: Legal Services or such other address as may be designated by written notice from MaineHousing to the Landlord and Tenant; to _____, in accordance with the provisions of Section 18 of this Lease, and to such other or successor entities holding leasehold mortgages upon the Project.

SECTION 19. INCOME TAX TREATMENT. The parties agree that, as between them, the Tenant shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Project or located on the Premises and to any low-income housing tax credits with respect to the Project. Notwithstanding any other provision of this Lease, Tenant shall be deemed, for such purposes, to have the benefits and burdens of ownership of the Premises, in order that Tenant shall be treated as the owner of the Premises for purposes of the income tax laws.

SECTION 20. EMINENT DOMAIN. If at any time during the term of this Lease the entire Premises, or, in the judgment of the Tenant, such a substantial portion thereof as would render the balance of the Premises not suitable for the use set forth in Section 4 hereof shall be taken or appropriated by any competent authority for public or quasi-public use (a "Taking") this Lease shall terminate upon the date of the Taking, this Lease shall terminate, and rents and other charges shall be apportioned between Landlord and Tenant. In the event of a Taking, the parties agree to cooperate in applying for and prosecuting any claims for the Taking and further agree that Tenant shall be entitled to the amount of compensation, if any, applicable to Tenant's leasehold estate. In the event of a partial taking or appropriation, Tenant shall be entitled to such amounts as shall be just and equitable.

SECTION 21. RECORDING. This Lease shall not be recorded in any registry of deeds or other public office, but each party agrees to execute, acknowledge, and deliver a memorandum of this Lease in appropriate form for recording, in accordance with Maine statute.

SECTION 22. NOTICES. Whenever by the terms of this Lease notice shall or may be given to either party, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, or by overnight courier or delivery service to the addresses set forth on the first page of this Lease, with copies of notices to Tenant sent to _____, Curtis Thaxter LLC, 200 Middle Street, Suite 1001, Portland, ME 04101, or such other address or addresses as either party may from time to time hereafter designate by written notice to the other. A copy of any notice sent pursuant to this Lease shall be sent simultaneously to _____, Attn: _____; to Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Attn: Legal Services or such other address as may be designated by written notice from MaineHousing to the Landlord and Tenant; and to _____, its successors and assigns ("Limited Partner") as described in Section 27.

SECTION 23. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable

for any reason, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 24. MAINE LAW; SUCCESSORS AND ASSIGNS. This Lease shall be governed by, and construed in accordance with, the laws of the State of Maine. The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties and their legal representatives, successors and assigns. The term "Landlord" as used in this Lease means the owner of the Premises only for the duration of said owner's ownership thereof, so that in the event of any sale or transfer of the Premises, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder, provided that such sale or other transfer is in compliance with the requirements of Section 16.2 of this Lease.

SECTION 25. MORTGAGES UPON LANDLORD'S FEE INTEREST. Except as set forth in Section 18.2 H. concerning joinders by Landlord in leasehold mortgages granted by Tenant, Landlord shall not have any right to execute any mortgage of Landlord's interest in the Premises without the prior written consent of Tenant and all Leasehold Mortgagees. Tenant's consent shall not be unreasonably delayed, withheld, or conditioned. Landlord acknowledges that Tenant intends to execute and deliver mortgages of Tenant's leasehold interest in the Premises and to give conditional assignments of the Lease to secure construction and permanent financing for the Project, including without limitation, leasehold mortgages and conditional assignments to _____, the City of Portland, and Maine State Housing Authority and their respective successors and assigns, as set forth in Section 18 of this Lease. Landlord agrees to execute, promptly upon request, and to obtain from any holder of any mortgage upon Landlord's fee interest, any instrument required by _____, the City of Portland, Maine State Housing Authority, or any other Project lender or investor evidencing Landlord's agreement to recognize and attorn to such leasehold mortgagees and not to disturb Tenant's occupancy of the Premises so long as Tenant is not in default beyond any applicable cure period or anyone claiming by, through or under Tenant, including Tenant's mortgagees, provided that such instruments are in form reasonably satisfactory to Landlord as indicated by Landlord prior to the execution thereof. Landlord further agrees to provide Tenant's mortgagees with such estoppel certificates as they may request, provided that such certificates are in form reasonably satisfactory to Landlord..

SECTION 26. AMENDMENTS. This Lease, including any exhibits hereto, may be modified only by a written instrument duly authorized and signed by Landlord and Tenant. Landlord and Tenant shall not enter into any amendment that modifies any provision respecting or affecting Tenant's mortgagees or investors without the prior written consent of such mortgagees and investors. So long as the Limited Partner is a limited partner of Tenant, no amendment or modification to this Lease shall be effective without the prior written consent of the Limited Partner.

SECTION 27. INVESTOR PROTECTION PROVISIONS.

A. Notwithstanding anything to the contrary herein, the partners of Tenant shall have the right to sell, transfer or pledge their interests in Tenant pursuant to the terms of the Tenant's limited partnership agreement without the consent of the Landlord and any such sale, transfer or pledge shall not (i) be an event of default hereunder, or (ii) entitle Landlord to raise the rent hereunder or impose any transfer fee.

B. Notwithstanding anything to the contrary herein, if an event of default shall have occurred hereunder, Landlord shall deliver to the Limited Partner and its successors and assigns, copies of any notices of default which are to be sent to the Tenant hereunder, and shall afford the Limited Partner the same opportunities to cure any such defaults as are offered to Tenant's mortgagees of record with respect to the Premises hereunder. The Limited Partner's address shall initially be 175 Lancaster Street, Suite #216A, Portland, Maine 04101, and the Limited Partner, or successor limited partner, may designate another address from time to time by written notice to the Landlord and Tenant.

C. Notwithstanding anything to the contrary herein, if the general partner of Tenant is in default under the terms of the Tenant's limited partnership agreement and/or is removed as a partner of the Tenant, such default and/or removal shall not (i) be an event of default under this Lease, or (ii) entitle Landlord to raise the rent under this Lease, or impose any transfer fee, provided that the new general partner is appointed pursuant to the terms of the Tenant's limited partnership agreement.

SECTION 28. CONDITIONS TO TENANT'S OBLIGATIONS.

Notwithstanding anything to the contrary herein, Tenant's obligations to lease the Premises and construct the Project is expressly subject to the receipt, at Tenant's sole expense, of all local, state, federal and quasi-municipal approvals necessary for construction, completion and operation of the Project, allocation of low income housing tax credits from Maine State Housing Authority in an amount requested by Tenant, and receipt of financing for the Project upon terms and in such amounts as are reasonably satisfactory to Tenant. Tenant acknowledges and agrees that Landlord is acting in its capacity as the owner of the Premises in connection with this Lease, and not in its regulatory capacity, and as such, nothing in this Agreement is intended, or shall be construed to be, a regulatory approval from the City for any aspect of the Project.

SECTION 29. RIGHTS UPON TERMINATION; REMOVAL OF PROPERTY.

A. Tenant agrees that upon the expiration of the Term of this Lease or sooner termination thereof, the Premises will be delivered to City in good condition, reasonable wear and tear excepted, and all Tenant Improvements and other personal property of Tenant located on the Premises shall remain on, or be removed from, the Premises as provided herein. Upon the termination or expiration of this Lease, all rights of Tenant hereunder to possession of the Premises shall immediately terminate.

B. Upon expiration or earlier termination of the Lease all Tenant Improvements shall become the property of the City and title thereto shall vest in City, free and clear of all liens and

encumbrances except those in place on the date hereof or subsequently consented to by the City, as of the thirty-first day following the effective date of such termination without the need for a bill of sale or any other conveyance documentation; provided, however, upon written notice from City to Tenant prior to the date of termination of this Lease Agreement, City may require Tenant to remove from the Premises all such Tenant Improvements and any other personal property within thirty (30) days after the date of such termination and to repair any damage to the Premises caused by said removal and to restore the Premises to its original condition at the commencement of the Term, reasonable wear and tear excepted, all at Tenant's sole expense.

C. Tenant's Failure to Remove. Upon vesting of title in City in any buildings, fixtures or personal property pursuant to the terms of this Article, City shall have the right to use, lease, sell, assign, remove or otherwise dispose of, or store such property, subject to the requirements of any then applicable laws for the disposition of abandoned property. City shall be entitled to all proceeds from any such use, lease, sale, assignment or other disposition; and in the event Tenant was required to remove such property under the terms of this section and failed to do so, Tenant shall be liable to City for all losses, fees, or costs incurred by City in such use, lease, sale, assignment, removal, storage or other disposition, including without limitation reasonable attorney's fees, and any costs or expenses incurred by City to repair any damage to the Premises caused by said removal and to restore the Premises to its present condition, as a graded and unimproved lot.

SECTION 30 NON-WAIVER.

No waiver by either party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. If any action by Tenant shall require the consent or approval of City, City's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

SECTION 31: ATTORNEYS' FEES

Tenant shall reimburse Landlord for all reasonable attorney's fees and expenses incurred in connection with the enforcement of the City's rights under this Agreement.

SECTION 32: EXECUTION OF LEASE.

In no event will the City execute this Lease prior to the closing of all financing required for Tenant's construction of the Project as defined in this Lease.

SECTION 33: NO THIRD PARTY BENEFICIARIES.

Nothing in this Lease, expressed or implied, is intended to confer upon any person or party, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Lease.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in any number of counterparts, the day and year first above written.

LANDLORD:

CITY OF PORTLAND

By: _____
Danielle P. West
Its City Manager

TENANT:

_____, LP

By: _____, its General Partner

By: _____
Printed name:
Its

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OPTION TO LEASE AGREEMENT

This Option to Lease Agreement (“Agreement”) dated as of the ____ day of June, 2025 (the “Effective Date”), is entered into by and between **CITY OF PORTLAND**, a public body corporate and politic having a mailing address of 389 Congress St., Portland, ME 04101 (“Landlord” or “City”), and **DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC**, a Maine limited liability company having a place of business and mailing address of 631 Stevens Avenue, Suite 203, Portland, Maine 04103 (with its successors and assigns, “Tenant”).

RECITALS

WHEREAS, Landlord is the owner of certain land (hereinafter, the “Premises,” as further defined below) located at 1125 Brighton Avenue, Portland, Maine, which land is generally depicted on the plan entitled “Site Layout & Utility Plan” dated June, 2025 prepared by Gorrill Palmer, a reduced copy of which is attached hereto as **Exhibit A** (the “Plan”); and

WHEREAS, Tenant has requested from Landlord, and Landlord has agreed to grant to Tenant, an option to lease the Premises under a long-term ground lease agreement (the “Ground Lease”) in order to allow the Tenant to construct and operate a 50-unit residential affordable rental housing project for families thereon as generally depicted on the Plan (the “Project”), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Option; Option Period.** The Landlord hereby grants to the Tenant the exclusive right and option to lease the Premises from Landlord on the terms and conditions described herein, and subject to the terms and conditions in the Ground Lease (the “Option”), from the date first set forth above (the “Effective Date”) through December 31, 2026 (the “Option Period”). In the event Tenant is unable despite reasonable commercial efforts in securing financing by the end of the Option Period, Tenant shall have the right to extend the Option period one year.

2. **Option Payment.** At the time of execution of this Agreement by both parties, in consideration of the Option granted herein, Tenant shall pay to Landlord the sum of \$1.00 (the “Option Payment”), which shall be non-refundable, and which shall not be credited to rental payments under the Ground Lease as defined in section 4 hereof.

3. **Exercise of Option.** Tenant may exercise the Option at any time during the Option Period by delivering written notice to Landlord of its intent to exercise the Option (the “Option Notice”), provided, however, that in no event shall the term of the Ground Lease commence prior to the closing of all financing required for Tenant’s construction of the Project as is more fully described in the Ground Lease.

4. **Execution of Ground Lease.** If Tenant exercises the Option, the parties shall enter into the Ground Lease substantially in the form attached hereto as **Exhibit B** within

ninety (90) days after the date of the Option Notice. The Ground Lease will have a term of 99 years, with an aggregate lease payment of \$75,000.00 for the entirety of such term, due and payable upon the execution thereof, and shall permit Tenant to assign the Ground Lease to an entity affiliated with ProsperityME, a Maine nonprofit corporation, formed for the purpose of developing the Project, and to assign the Ground Lease to third parties as security for Project financing. Additionally, the Ground Lease shall contain such other terms and conditions as will satisfy the requirements of the Low Income Housing Tax Credit Program, 26 U.S.C. § 42 (the “LIHTC Program”), and the related regulations and the rules of the Maine State Housing Authority (“MaineHousing”) implementing the LIHTC Program and other Project financing, and will transfer substantially all of the benefits and burdens of ownership of all buildings and improvements on the Premises to Tenant for federal tax purposes, while legal title to the land comprising the Premises shall remain vested in the Landlord, and the terms of such Ground Lease shall be reasonably satisfactory to Tenant’s investor limited partner, MaineHousing, and any other financing sources for the Project. The parties acknowledge and agree that the specific provisions of the Ground Lease may be modified by agreement of the parties prior to the execution thereof, including to accommodate comments from funding parties.

5. Condition of Premises; Premises Description, Title.

- a. Tenant acknowledges that Tenant will have an opportunity to inspect the Premises, and to hire professionals to do so, and that the Premises will be leased “as is, where is” and “with all faults.” City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises.
- b. The survey attached hereto as Exhibit A only generally depicts the Premises to be leased to Tenant. The property description contained in the lease will be a survey description (the “Premises Description”) based upon a boundary survey performed by a Maine Licensed Surveyor to be obtained by the Tenant at the Tenant’s expense (the “Survey”), which will more specifically depict and describe the property shown on Exhibit A hereto and be in form and substance reasonably acceptable to the City and Tenant.
- c. The Premises shall be leased to Tenant free and clear of all encroachments, liens and encumbrances except (i) easements consented to by Tenant; (ii) utilities on or servicing the property, whether or not by virtue of existing easements (iii) City ordinances, and (iv) real estate taxes not yet due and payable.
- d. On or before the day that is 90 days after the Effective Date, Tenant will provide the City with (1) Tenant’s proposed Survey and Premises

Description, and (2) Tenant's written objections to the condition of the Premises or any title or survey matters that Tenant determines materially affect its use, cost, or feasibility of the Premises for the Project ("Tenant's Objections"). The City will have the option, but in no event will have the obligation, to cure any of Tenant's Objections.

- e. Within 60 days after receipt of the proposed Survey, the Premises Description, and Tenant's Objections, if any, the City will notify Tenant (1) if it has any objections to the Survey or Premises Description and its proposed revisions to the same; and (2) whether the City will attempt to cure any or all of Tenant's Objections. In the event that the City does not elect to cure any of Tenant's Objections, or is unable to do so to Tenant's reasonable satisfaction, Tenant will have the option to undertake the curing of the objections at Tenant's own expense. The City will cooperate with Tenant to the extent reasonably necessary to assist Tenant in curing such objections.
- f. If Tenant and City are unable to reach an agreement on a final Survey and Premises Description, or if the City or Tenant are unable to cure Tenant's Objections to Tenant's reasonable satisfaction prior to the expiration of the Option Period, then this Agreement will terminate and neither party will have any further obligation or liability to the other.

6. Landlord's Representations and Warranties. Landlord represents, covenants and warrants to Tenant that the execution and delivery of this Agreement and the performance by Landlord of the obligations hereunder have been duly authorized by all requisite action.

7. Tenant's Representations and Warranties. Tenant represents, covenants and warrants to Landlord that Tenant has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Tenant of its obligations hereunder (i) have been duly authorized by all requisite action; and (ii) will not conflict with, or result in a breach of, any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Tenant is a party or by which Tenant is bound. The representations and warranties set forth in this Section shall survive the exercise of the Option.

8. Tenant's Right of Termination. Tenant may, in its sole discretion, terminate this Agreement in the event that (1) it is not given an award of low income housing tax credits by MaineHousing pursuant to its Qualified Allocation Plan, (ii) the results of any inspection of the Premises done in accordance with section 14 below are unsatisfactory to Tenant, (iii) the state of title to the Premises is unsatisfactory to Tenant, (iv) the results of the environmental review process for the Premises required by the United States Department of Housing and Urban Development are unsatisfactory. Such right to terminate may be exercised by Tenant delivering written notice of such termination to the Landlord, and upon such termination, this Agreement shall be null and void, and no party shall have any further obligation hereunder.

9. Default. In the event of a default by either party hereunder, the other party may employ all remedies available at law or in equity, including without limitation specific performance.

10. Broker Commissions. Landlord and Tenant each represent to the other that they have not had any dealings regarding the Premises through any real estate broker or other person who can claim a right to commission or finder's fee in connection with this Agreement or the Ground Lease. If any broker or finder claims that they are owed a commission or finder's fee in connection with this Agreement or the Ground Lease through the Tenant, the Tenant shall indemnify, hold harmless and defend the Landlord against such claim and all costs and expenses (including reasonable attorney's fees and costs) incurred in defending against such claim.

11. Notice. Whenever notice is given or required to be given by either of the parties hereto to the other hereunder, including the Option Notice, it shall be deemed to have been given if in writing and hand delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, or by overnight courier, addressed to the parties at their respective addresses set forth in the first paragraph herein or to such other address(es) as either party shall have last designated by notice in compliance with this Section. All notices shall be effective upon mailing or when hand delivered, whichever occurs first.

12. Memorandum. This Option shall not be recorded but at the Tenant's request the parties shall execute and acknowledge a Memorandum of Option in recordable form, and in substance satisfactory to the parties, to be recorded at Tenant's expense. If such a Memorandum of Option is recorded and Tenant does not exercise the Option within the term of this Agreement, Tenant shall, at Landlord's request and at Tenant's expense, record an instrument evidencing the termination of the Option. In the event Tenant refuses or fails to record such instrument, Tenant acknowledges and agrees that the City may execute and record an affidavit stating that Tenant failed to timely exercise its option to lease the Premises and that this Agreement is terminated and all of Tenant's rights under this Agreement are therefore terminated and released.

13. Further Assurances. The parties agree to take such actions and execute, acknowledge and deliver any and all additional instruments, documents and materials as the other party hereto may reasonably request to fully effectuate the purposes of this Agreement.

14. Tenant's Access, Inspections.

- a. Tenant and others whom Tenant may designate shall have the right, at all reasonable times, at Tenant's sole cost and expense, risk and hazard, to enter upon the Premises to examine and/or show the same and make, or cause to be made, engineering or other studies and inspections of the Premises, including, without limitation, surveying, conducting test borings in order to determine sub-soil conditions, and in general conducting all other tests, analysis and studies of the Premises which Tenant deems prudent in

connection with Tenant's intended development or use of the Premises. Tenant shall restore the Premises following any testing substantially to its prior condition, unless otherwise agreed by Landlord.

- b. Tenant agrees to defend, indemnify and hold harmless the Landlord against any mechanics liens that may arise from the activities of Tenant and its employees, consultants, contractors and agents on the Premises.
- c. Tenant shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Tenant hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to any person or damage to property arising out of the exercise by Tenant of its rights hereunder.

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

15. Assignment. Tenant shall have the right to assign its rights and obligations hereunder to a limited partnership affiliated with ProsperityME formed for the purpose of developing the Project, without further consent of the Landlord.

16. Miscellaneous. This Agreement shall be governed by the laws of the State of Maine and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be canceled, modified or amended only by a written instrument executed by both the Landlord and Tenant. This Agreement, including the exhibits referred to herein, constitutes the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all other agreements between the parties, whether written or oral. Any provision or part of this Agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. This Agreement may be executed by the parties hereto in counterparts, both of which when delivered shall constitute one and the same Agreement. In the event that any signature is delivered via fax or pdf, such signature shall create a binding obligation of the party executing with the same force and effect as if such signature page were an original thereof. Headings used herein are for convenience only and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Time is of the essence with respect to this Agreement. No waiver of any breach of any one or more of the conditions of this Agreement or its attachments by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

IN WITNESS WHEREOF, the parties have caused this Option to Lease Agreement to be executed by their undersigned representatives, thereunto duly authorized, as of the date first above written.

CITY OF PORTLAND

By: _____
Danielle P. West, its City Manager

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

IN WITNESS WHEREOF, the parties have caused this Option to Lease Agreement to be executed by their undersigned representatives, thereunto duly authorized, as of the date first above written.

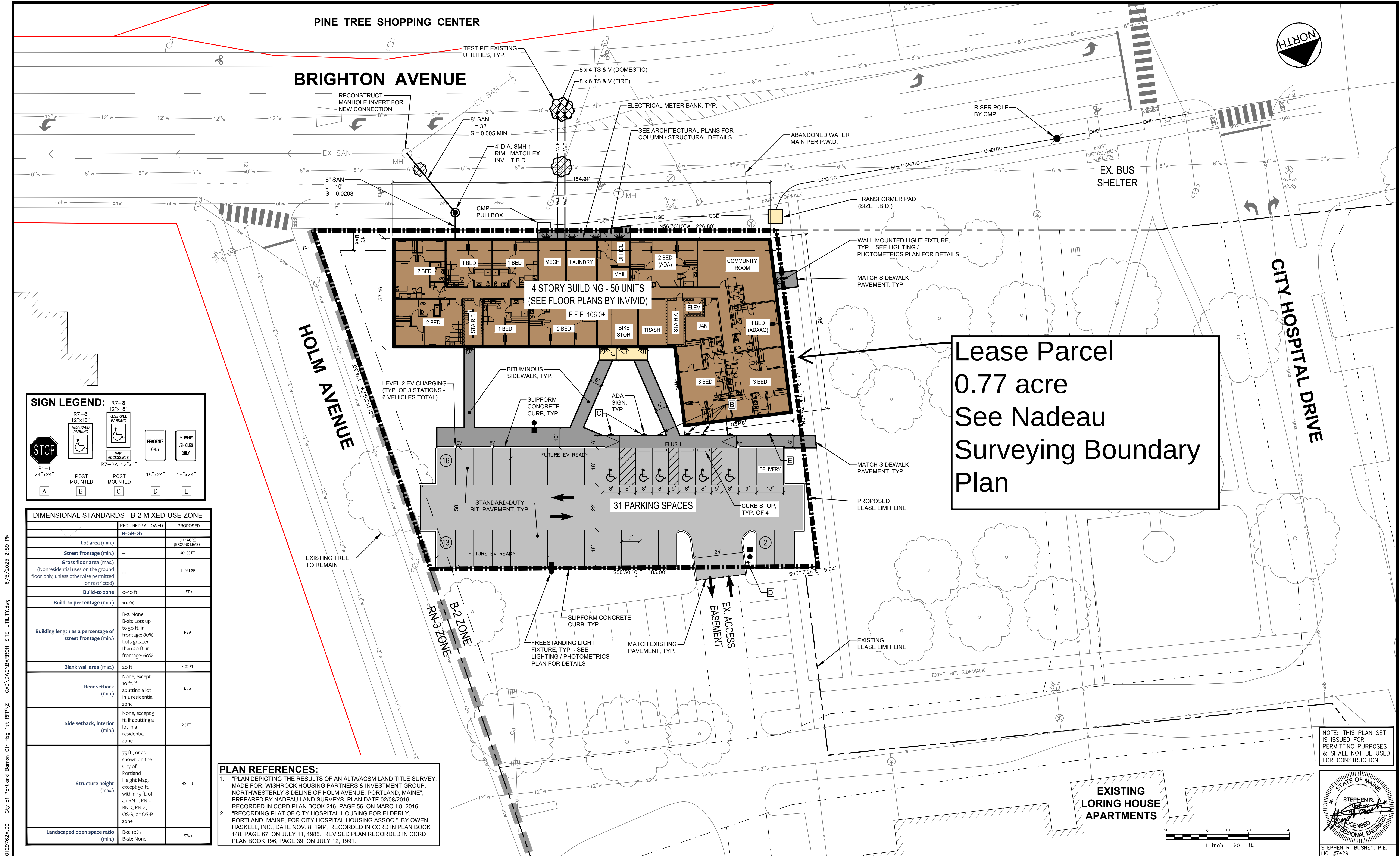
**DEVELOPERS COLLABORATIVE
PREDEVELOPMENT LLC**

By: _____
Kevin R. Bunker, its Manager

O:\DC Predevelopment LLC (20981)\Brighton Ave (378)\Option to Lease_1125 Brighton_FINAL.DOC

EXHIBIT A

[Insert copy of plan entitled _____]



U:\Developers Collaborative\0129762A.00 - City of Portland Barron Ctr Hsg 1st RFP\Z - CAD\DWG BARRON-SITE-UTILITY.dwg 6/5/2025 2:59 PM

Rev.	Date	Revision

Rev.	Date	Revision
1	6/6/2025	MAJOR SITE PLAN APPLICATION

Design: SRB	Draft: CDD	Date: JUNE 2025
Checked: SRB	Scale: AS NOTED	Job No.: 0129762A.00
File Name: BARRON-SITE-UTILITY.dwg		
This plan shall not be modified without written permission from Gorriil Palmer. Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to Gorriil Palmer.		



GORRIIL PALMER
An LJB Engineering Company

Gorriil Palmer, an LJB Engineering Company
GorriilPalmer.com
(207) 772-2515
300 Southborough Drive - Suite 200
South Portland, ME 04106

Drawing Name:	SITE LAYOUT & UTILITY PLAN
Project:	CITY OF PORTLAND - BARRON CENTER - SITE 1 HOUSING 1125 Brighton Avenue, Portland, Maine
Client:	DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC/PROSPERITY ME 175 Lancaster Street, Suite 216A, Portland, Maine 04101

Drawing No.
C-3.0

EXHIBIT B

[Insert Ground Lease]

FORM OF
GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (herein called the "Lease") is made this _____ day of _____, 20____, by and between **CITY OF PORTLAND**, a Maine body corporate and politic having a mailing address of 389 Congress St., Portland, ME 04101 ("Landlord" or "City"), and _____, a Maine limited partnership having a mailing address of c/o ProsperityME, P.O. Box 8013, Portland, Maine 04104 ("Tenant").

Landlord and Tenant agree as follows:

SECTION 1. LEASED PREMISES; RESERVED RIGHT. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms and conditions of this Lease, the premises located at or near 1125 Brighton Avenue in Portland, Maine, being more particularly described in **Exhibit A** attached hereto and made part hereof, subject to and with the benefit of all easements, reservations, and restrictions of record (the "Premises"), being shown on the plan entitled "Boundary & Topographic Survey at 1125 Brighton Avenue, Portland, Maine" prepared by Nadeau Land Surveys dated _____ a reduced copy of which is attached hereto as **Exhibit B**.

SECTION 2. TERM AND COMMENCEMENT DATE.

(a) The term of this Lease ("Term") shall commence on the Commencement Date, as hereinafter defined and shall continue thereafter for a period of ninety-nine (99) years after the date of issuance of a certificate of occupancy for the Tenant Improvements (as defined below), unless sooner terminated in accordance with the terms and conditions hereof.

(b) The "Commencement Date," as used herein, shall mean the date of execution of this Agreement.

(c) In the event Tenant shall continue to occupy the Premises beyond the Term without City's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by the parties by giving ninety (90) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease.

SECTION 3. RENT. Tenant agrees to pay to Landlord at Landlord's mailing address identified above, or at such other place as Landlord shall designate in writing, rent of \$75,000.00, payable in full on the Commencement Date, which shall constitute prepaid rent for the entire

Lease term. Landlord and Tenant hereby agree to make any amendments or modifications to this Lease as may be necessary to effectuate the intended treatment of the rent as "prepaid rent" within the meaning of Section 1.467-1(c)(3)(ii) of the Treasury Regulations. This Lease is intended as an absolute net lease, and the rent and all other sums payable hereunder to or on behalf of Landlord shall be paid by Tenant without notice or demand, and without set-off, abatement, suspension, deduction, or defense. Under no circumstances or conditions whether now existing or hereinafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord or Landlord's successors or assigns be expected or required to make any payment of any kind whatsoever, or be under any other obligation or liability hereunder, except as specifically and expressly provided in this Lease. This Lease shall always be construed in order to effectuate the foregoing declared intent of the parties.

SECTION 4. USE. Tenant shall use the Premises solely for the purposes of constructing, maintaining and operating, or causing to be constructed, maintained and operated, at its sole expense, an approximately 50-unit affordable housing project (the "Project") operated in compliance with the Low Income Housing Tax Credit Program pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, and certain income and rent limitations set forth in certain agreements and restrictive covenants in favor of Maine State Housing Authority, the City of Portland, and _____ (collectively, the "Affordability Restrictions") to be entered into by Tenant on or about the date hereof, and for purposes ancillary thereto, including laundry facilities, office and community room space. Landlord shall assure that at all times there is pedestrian and vehicular access to the Premises from Holm Avenue or a suitable alternative. Thirty percent (30%) of the residential dwelling units in the Project shall be reserved for individuals or families who are referred to Tenant by the City's Social Services Office pursuant to separate set-aside agreement between Landlord and Tenant in form and substance reasonably satisfactory to Landlord. Such persons shall be subject to and shall qualify for all applicable income restrictions that may be imposed by Maine State Housing Authority. . Tenant shall obtain, at Tenant's expense, all permits, licenses, and approvals required by any federal, state, or local authority for the Project. Tenant shall not permit any nuisance on the Premises, nor use or permit any use of the Premises which is contrary to any law or ordinance, nor permit any use which will invalidate any policy of insurance or materially or adversely affect the value of the Premises. As part of the Development of the Project the parties anticipate that approximately 46 existing City parking spaces located on the Premises will be displaced. Tenant shall be responsible, at its sole expense, for designing and constructing 46 replacement parking spaces for the City's use in areas on the Barron Center campus. All aspects of the design, location, construction, and construction schedule of such replacement parking spaces are subject to the City's prior written approval. Prior to the execution of this Lease, Tenant shall provide the City with a plan satisfactory to the City for the replacement parking spaces. Under no circumstances will the replacement parking spaces be located in the wooded area to the north and east of the Barron Center 2 building.

SECTION 5. COVENANT OF QUIET ENJOYMENT. Landlord holds title to the Premises by virtue of deeds recorded in the Cumberland County Registry of Deeds in Book 716, Page 17, and Book 1961, Page 395. So long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Premises during the term hereof, subject to the terms and provisions of this Lease. Tenant's rights under this Section 5 shall be binding

upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest in the Premises. Landlord further covenants and warrants that it has full and lawful right, power and authority to enter into this Lease and to lease the Premises to Tenant for the full term hereof.

SECTION 6. UTILITIES.

6.1 Tenant shall pay when due all charges for all utilities furnished to the Premises, including but not limited to gas, water, electricity, sewer, stormwater, telephone and cable service. Tenant shall be permitted to construct and install, or cause to be constructed and installed, on the Premises all utilities required by Tenant for the Project and shall make its own arrangements for all utility installations, connections, hook-ups and services and for delivery of all necessary heating and cooking fuel to the Premises and will pay when due all charges for such fuel. Landlord shall in no event be liable for any interruption or failure of utilities or other services on the Premises.

6.2 Subject to obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, Tenant shall have the right to enter into reasonable agreements with utility companies, municipal corporations and other governmental entities creating such easements in favor of such companies and governmental entities as are required in order to provide utility services to the Premises and the Project. In the event Landlord gives its consent to such utility easements, Landlord agrees to execute all documents, agreements and instruments and to take all other actions reasonably necessary to effectuate the same, all at Tenant's sole cost and expense.

SECTION 7. TAXES.

7.1 Landlord and Tenant acknowledge that the Premises is currently exempt from real property taxes and the parties anticipate that the Premises shall remain exempt to the extent permitted by law; provided, however, Tenant shall pay, or cause to be paid, before the same become delinquent, all real estate taxes and personal property taxes, including assessments for local improvements and any and all other governmental levies or charges of any kind that are levied upon or assessed against or with respect to the buildings and improvements comprising the Project. In the event that the Project or a portion thereof becomes tax exempt, either by transfer, conversion or otherwise, including but not limited to transfer to a 501(c)(3) or other exempt organization, Tenant shall pay an amount annually to the City, equal to the amount that would have been assessed as real estate taxes had the Project or the portion thereof remained taxable. Tenant shall notify any party to whom it transfers any of its interest in the Project of this requirement.

7.2 Without postponing payment or otherwise adversely affecting Landlord, Tenant may prosecute appropriate proceedings at the sole cost and expense of Tenant, to contest the validity or amount of any such taxes or assessments, or to recover payments therefor, and shall indemnify and save Landlord harmless from all costs and expenses in connection therewith; provided such contest does not result in the filing of any property tax lien. Landlord shall cooperate with Tenant with respect to such proceedings only so far as reasonably necessary to permit

Tenant to have standing to prosecute such proceedings, provided that Landlord shall not be obligated to incur any expense in connection with such cooperation.

SECTION 8. TENANT IMPROVEMENTS; PERSONAL PROPERTY.

8.1 Tenant may construct, renovate, rehabilitate, or cause to be constructed, renovated or rehabilitated, buildings and other improvements and install, or cause to be installed, equipment, machinery, and trade fixtures necessary to carry on Tenant's business on the Premises. All such buildings, improvements, equipment, machinery, and trade fixtures (collectively, the "Tenant Improvements") shall be and remain the property of Tenant, owned by Tenant. Nothing in this section shall be deemed to prevent Tenant from seeking approval of tax increment financing for Tenant Improvements.

8.2 All personal property of any kind located or placed in or on the Premises shall be kept and maintained at Tenant's sole risk, or the risk of Tenant's tenants, and Landlord shall not be liable for any loss or damage to property of Tenant or others arising from theft, fire, explosion, breakage of water pipes, steam pipes or other pipes, or by leaking roofs, or by any other cause whatsoever unless resulting from the willful act of Landlord.

SECTION 9. REPAIRS AND MAINTENANCE. Landlord shall have no obligation whatsoever with respect to maintenance and repair of the Premises, all of such maintenance and repair to be undertaken by Tenant at Tenant's expense.

SECTION 10. INDEMNIFICATION; INSURANCE; LIENS.

10.1 Indemnity. Except as set forth in this Section 10.1, Tenant agrees to defend, indemnify and save Landlord harmless from and against all claims, damages, losses, or expenses of whatever nature arising from any negligent or intentional act or omission of Tenant or Tenant's contractors, licensees, agents, servants, employees, tenants, or other invitees, or arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring during the term hereof in or about the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever incurred in or in connection with any such claim or proceeding brought thereon, including Landlord's reasonable attorneys' fees and expenses. Tenant's obligations hereunder shall not be construed to negate or abridge any other obligation of indemnification running to the City that otherwise exists. The extent of the indemnification provision shall not be limited by the provision for insurance in this Agreement. Tenant's obligations under this paragraph shall survive termination of this Agreement. Tenant's obligations under this paragraph shall not apply to claims caused solely by the act or omission of Landlord.

10.2 Liability Insurance. Prior to execution of this Agreement, Tenant will procure and maintain occurrence-based commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the City as an additional insured thereon for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A,

as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Tenant shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Tenant shall also provide a copy of any endorsement naming the City as additional insured. Upon City's request, Tenant shall provide the City with a complete copy of any of the above-referenced policies. Tenant shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$25,000 without City's prior written approval). The City's acceptance or lack of acceptance of Tenant's certificate of insurance or other evidence of insurance shall not be construed as a waiver of the Tenant's obligation to obtain and maintain such insurance as required by this Agreement. If the Tenant maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Tenant. Tenant understands and agrees that the types of insurance coverage and the minimum limits of such coverage herein required may become inadequate during the term of this Lease, and Tenant agrees that it will procure additional insurance and increase such minimum limits by reasonable amounts within thirty (30) days of receipt of notice in writing from the Landlord to do so. In no case shall such insurance be less than the statutory limits set forth in the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) or any successor statute thereto.

10.3 Casualty Insurance. Tenant shall, at Tenant's own expense, maintain its own fire and casualty insurance with respect to the Tenant Improvements and any of Tenant's other personal property as Tenant deems necessary, and Landlord shall have no responsibility therefor. Tenant assumes all risk of damage, loss or casualty to the Tenant Improvements and all other of Tenant's personal property while located at the Premises, even if the cause of such damage is the result of the negligent act or omission of Landlord, its officers or employees. Tenant shall defend, indemnify and hold the Landlord harmless from any claim based upon any damage, loss or casualty to such property while at the Premises. Any casualty insurance obtained by Tenant for its property shall include a waiver of subrogation against the Landlord.

10.4 Insurance Proceeds. Landlord acknowledges and agrees that any insurance proceeds relating to the Tenant Improvements shall be the sole and exclusive property of Tenant, and, subject to the terms of any agreements relating to financing for the Project or subject to the Tenant's governing limited partnership agreement, shall, as between Tenant and Landlord, be payable exclusively to the Tenant.

10.5 Lien Indemnity. Any mechanic's lien filed against the Premises by reason of any improvements made by or on behalf of Tenant shall be promptly discharged by Tenant, at its own expense, by bonding or otherwise. If Tenant should fail to discharge any such lien, Landlord may do so at Tenant's expense after thirty (30) days' written notice to Tenant of the intention to do so, and Tenant shall promptly reimburse Landlord its reasonable costs and expenses in so doing.

SECTION 11. COMPLIANCE WITH APPLICABLE LAWS. Tenant shall, throughout the term of this Lease and at Tenant's sole expense, promptly observe, comply with and execute all applicable laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof. Tenant shall make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's use of the Premises; shall keep the Premises equipped with all safety appliances so required because of such use; and shall procure any licenses and permits required for any such use. Tenant shall comply with all laws and regulations from time to time applicable to the Premises, including but not limited to the requirements of the Americans with Disabilities Act and the Maine Human Rights Act, and any other laws and regulations relating to providing access and reasonable accommodations to persons with disabilities, and Tenant shall defend, indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

SECTION 12. HAZARDOUS MATERIALS.

12.1 Definitions. The following definitions shall apply to this Section:

(a) "Environmental Activity or Condition" means the presence, use, handling, treatment, generation, manufacture, production, storage, Release, threatened Release, discharge, disposal or transportation of any Hazardous Material on, onto, in, under, over or from the Property or the violation, in connection with the Property, of any Environmental Law.

(b) "Environmental Law" means any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, whether civil or criminal, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes and any regulations promulgated thereunder, and all amendments and successors to such statutes and regulations, as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in various sections of 26 U.S.C.; 33 U.S.C.; 42 U.S.C. and 42 U.S.C. § 9601 et seq.), as affected by the Superfund Amendment and Reauthorization Act of 1986 (codified in various sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (v) the Clean Water Act (33 U.S.C. § 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. § 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. § 349; 42 U.S.C. § 201 and § 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.); (ix) the Federal Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.); (x) the Uncontrolled Hazardous Substance Sites Law (38 M.R.S.A. § 1361 et seq.); (xi) the Hazardous Matter Control Law (38 M.R.S.A. § 1317 et seq.); (xii) the Maine Hazardous

Waste, Septage, and Solid Waste Management Act (38 M.R.S.A. § 1301 et seq.); (xiii) the Toxics Use and Hazardous Waste Reduction Law (38 M.R.S.A. § 2301 et seq.); and (xiv) the Site Location of Development Law (38 M.R.S.A. § 481 et seq.)

(c) “Hazardous Materials” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as a hazardous, toxic or special waste or substance under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

(i) “Hazardous substances” as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or the Superfund Amendment and Reauthorization Act of 1986, each as amended, and regulations promulgated thereunder;

(ii) “Hazardous waste” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

(iii) “Hazardous materials” as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder;

(iv) “Chemical substance or mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder;

(v) “Hazardous substances” as defined in the Uncontrolled Hazardous Substance Sites law, as amended and regulations promulgated thereunder;

(vi) “Hazardous matter” as defined in the Hazardous Matter Control law, as amended, and regulations promulgated thereunder;

(vii) “Hazardous waste” as defined in the Maine Hazardous Waste, Septage, and Solid Waste Management Act, as amended and regulations promulgated thereunder;

(viii) Underground storage tanks, asbestos, urea formaldehyde insulation, polychlorinated biphenyls, dioxins, petroleum products, asbestos and radon.

(d) “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, or discarding, burying, abandoning, or disposing into the environment.

(e) “Premises” means all or any portion or portions of the Premises, including the soil, surface water, ground water, air and improvements on, beneath or above any such property.

12.2 Tenant shall not cause or permit any Hazardous Materials to be stored, generated, brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without first obtaining Landlord's written consent, except that no such consent shall be required for heating oil or other fuel used for heat and cooking or any cleaning, maintenance, construction and repair materials for the Project. Any Hazardous Materials permitted on the Premises, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Material. Tenant will in no event permit or cause any Release of Hazardous

Materials in or about the Premises. Tenant shall give immediate notice to Landlord of any violation or potential violation of the provisions of this Section and will at all reasonable times permit Landlord or its agents to enter the Premises to inspect the same for compliance with this Section.

12.3 Tenant hereby agrees to indemnify, defend and hold harmless the City from and against, and to reimburse the City for, any and all liabilities, penalties, assessments, settlements, judgments, claims, demands, debts, obligations, fines, damages, losses, costs, fees and expenses, including reasonable attorneys' and paralegals' fees and expenses (collectively, "**Damages**"), suffered or incurred by the City as a result of any Environmental Activity or Condition and/or any alleged Environmental Activity or Condition on or about the Property or any alleged violation of this section. Tenant's liability set forth in the preceding sentence includes, but is not limited to, the following:

- (a) Any costs of, or liability for, investigation, cleanup or remediation of environmental damage, except to the extent caused by the City;
- (b) Any consequential damages suffered or incurred by the City as a result of the costs listed in subsection (a) above;
- (c) Any costs of discharging or otherwise removing any attachment or statutory lien, including any arising under any Environmental Law, in respect of the Property, except to the extent caused by the City;
- (d) Any damages of, against or with respect to the City resulting, directly or indirectly, from any claim, judgment or finding concerning the violation of any Environmental Law, except to the extent caused by the City;
- (e) Any investigation, cleanup or remediation of any Environment Activity or Condition or other environmental damage arising from or due to acts or omissions of any party occurring before the City's ownership of the Property; and
- (e) Any amounts expended by the City in good faith to settle or compromise any claim or allegation of liability covered by this Agreement.

Prior to construction of the Project, Tenant shall at its sole cost and expense engage the services of a licensed environmental engineer who shall perform a Phase I environmental assessment (the "Assessment"). The Assessment shall list the City as an intended user. If the Assessment recommends environmental remediation qualifying for protection under the Maine Department of Environmental Protection Voluntary Response Action Program ("VRAP"), Tenant shall pursue such remediation under VRAP at its expense and shall obtain for itself and the City protection under the VRAP program. If requested by Tenant, City shall use good faith efforts to assist Tenant to secure funding to cover remediation costs from any available source, including without limitation, the US EPA Brownfields Remediation program.

12.4 Selection of Professionals. Without limiting the other provisions of this Section, in the event that any claim (whether or not a judicial or administrative action is involved) is

asserted against the City with respect to any Environmental Activity or Condition, the City shall have the right to select the engineers or other consultants and attorneys for its defense to determine the appropriate legal strategy for such defense and to compromise or settle such claim, all in the City's discretion, and the Tenant shall be liable to the City in accordance with the terms hereof for all Damages suffered or incurred by the City in this regard.

12.5 The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease with respect to events occurring prior to the termination of the Ground Lease.

SECTION 13. PLANS AND SPECIFICATIONS; MORTGAGES. Tenant shall construct and complete the Project diligently in accordance with the plans and specifications approved by the City of Portland Planning Board. Tenant shall also comply with the terms of all mortgages on the Premises or the Project and all other agreements executed in connection therewith.

SECTION 14. REPAIRS AND MAINTENANCE. Tenant shall, during the term of this Lease, at its sole expense, keep the Project and the Premises in as good order and repair as on the completion of construction, reasonable wear and tear excepted. Tenant will be responsible for upkeep of the grounds, adequate lighting on the Premises and in the common areas of the Project, and plowing and lawful snow removal on the Premises.

SECTION 15. SIGNS. Tenant shall be permitted to construct, install, and maintain a free-standing or attached sign or signs of suitable size for visibility from adjacent public ways and indicating Tenant's occupancy of the Premises, at Tenant's sole expense. All signs must comply with all applicable laws and ordinances, and Tenant shall be responsible for obtaining all necessary permits from applicable governmental authorities, at Tenant's sole expense.

SECTION 16. ASSIGNMENT OR SUBLETTING; RIGHT OF FIRST REFUSAL.

16.1 Except as otherwise provided in Section 18 of this Lease, Tenant shall have no right to assign this Lease without having first received the prior express written consent of Landlord. Landlord's consent shall not be required for the Tenant's leasing or subleasing of the commercial spaces or residential dwelling units in the Project, or for the assignment of this Lease to lenders as collateral in connection with Project financing.

16.2 Landlord shall not assign or convey its interest in the Premises unless such assignment or conveyance is expressly made subject to this Lease, and Landlord shall have first given Tenant at least one hundred eighty (180) days prior written notice thereof. Prior to Landlord assigning or conveying its interest in the Premises to a non-exempt, Tenant shall have the following right of first refusal: In the event that Landlord receives a bona fide written offer from a third party which Landlord intends to accept (the "Offer"), Landlord shall notify Tenant that Landlord desires to sell the Premises to such entity and shall provide a copy of the Offer to Tenant. On or before the tenth business day after receipt of such notification, if Tenant desires to exercise its right of first refusal, Tenant shall provide Landlord with a bona fide written offer on

the same terms as the Offer, but with a purchase price of at least one dollar more than the consideration to be paid by the buyer in the Offer, and Landlord shall not accept the Offer. If Tenant fails to provide Landlord with Tenant's offer during such 10 business-day period, Tenant shall have no further rights under this Section 16.2 with respect to such Offer.

SECTION 17. DEFAULT.

17.1 The following events shall be deemed to be events of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of rent or any other payment to Landlord or other parties required herein, when due, and such failure shall continue for a period of one hundred eighty (180) days from the date such payment is due;

B. A petition shall be filed against Tenant under any state or federal bankruptcy or insolvency laws or under any similar law or statute of the United States or the State of Maine, and not discharged within ninety (90) days after such filing, or Tenant shall file such petition, or Tenant shall be adjudged bankrupt or insolvent in any proceeding;

C. Any assignment shall be made of the property of Tenant for the benefit of creditors, or a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property, or the estate hereby created shall be taken on execution or by other process of law;

D. Tenant shall fail to comply with any covenant, term, or provision of this Lease (other than the payment of rent and other charges) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, or such additional time as is reasonably required to correct such failure, provided that good faith remediation measures shall have been commenced within such time period and that such remediation measures are completed in a reasonable and timely manner.

17.2 Upon the occurrence of an event of default listed in Section 17.1 hereof, Landlord may issue to Tenant a notice of default, which notice shall specify the particular event of default and provide Tenant with 30 (30) days to cure same in the event of a default described in Sections 17.1(A) or 17.1(D) and ninety (90) days to cure same in the event of a default described in Section 17.1 (B) or (C). No default shall be effective unless and until Landlord shall have given a notice of default to (a) Tenant in accordance with this Section 17.2, (b) any leasehold mortgagee in accordance with Section 18, and (c) the limited partner of the Tenant in accordance with Section 27. In the event such event of default is not cured within the applicable cure period, or, with respect to an event of default that does not lend itself to cure within such cure period, Tenant (or any party entitled to cure such event of default) fails to commence good faith efforts to so cure such event of default, then Landlord shall have all rights and remedies available at law or equity, including the right to sue for damages or injunctive relief. Tenant shall reimburse Landlord for all reasonable attorney's fees and expenses incurred in connection with the enforcement of the City's rights under this Agreement.

All applicable cure periods as described above shall not begin to run until said notice has been given.

SECTION 18. RIGHTS OF LEASEHOLD MORTGAGEES.

18.1 The Landlord hereby acknowledges that the Tenant will be granting its construction and permanent lenders, including without limitation Maine State Housing Authority (“MaineHousing”), the Landlord, and its bank construction and permanent lender, _____ (such construction and permanent lenders and their respective assigns, successors and nominees individually and collectively referred to herein as the “Leasehold Mortgagee”) leasehold mortgages upon the Project to secure the financing provided to Tenant to enable the construction of the Tenant Improvements upon the Premises and for the permanent financing thereof. The Landlord hereby consents to the granting of one or more leasehold mortgages by Tenant to the Leasehold Mortgagee, and further agrees that upon Tenant’s default under any leasehold mortgage and after the relevant Leasehold Mortgagee’s exercise of its rights under the relevant leasehold mortgage, the relevant Leasehold Mortgagee shall have the right to quiet enjoyment of the Premises pursuant and subject to the provisions of this Lease on the condition of its performance of the Tenant’s outstanding and continuing obligations under the Lease. Such Leasehold Mortgagee shall have the right to assign this Lease to an assignee, provided such assignee assumes in writing all of the obligations of Tenant under the Lease. The security interest in the Premises created by all Leasehold Mortgagees shall terminate upon termination of this Lease.

18.2 The Landlord further agrees that so long as any leasehold mortgage remains outstanding the following provisions shall apply notwithstanding any provisions to the contrary in this Lease:

A. Landlord shall serve upon the Leasehold Mortgagee a written notice of any default by Tenant under the Lease either (i) as provided in the Lease for a notice of default to Tenant, or (ii) if no notice is required, then not less than one hundred fifty (150) days prior to any termination for failure to perform such obligations thereunder. No notice of termination shall be deemed to have been duly carried out unless and until service is made upon the Leasehold Mortgagee.

B. In case Tenant shall be in default under the Lease, the Leasehold Mortgagee shall have the right to remedy such default or cause the same to be remedied in accordance with this Lease and Landlord shall accept such performance by or at the insistence of such Leasehold Mortgagee as if the same had been made by Tenant.

C. No event of default stemming from the performance of work required to be performed, or of acts to be done, or of conditions to be remedied under the Lease shall be grounds for termination as against the Leasehold Mortgagee provided that good faith remediation measures shall have been commenced within applicable time periods as provided in the Lease and that such remediation measures are completed in a reasonable and timely manner.

D. Provided that Tenant is not in default beyond the applicable cure period hereunder, Landlord shall take no action to effect a termination of the Lease to (i) obtain possession of the Project and the Premises (including possession by a receiver), or (ii) in the case of a Leasehold Mortgagee, to institute, prosecute and complete foreclosure proceedings or (iii) otherwise acquire Tenant's interest under the Lease. A Leasehold Mortgagee, upon obtaining possession or acquiring Tenant's interest under the Lease, shall be required promptly to cure all defaults within applicable cure periods; provided however, that: (i) such Leasehold Mortgagee shall not be obligated to continue such possession or, to continue such foreclosure proceedings after such defaults shall have been cured; (ii) nothing herein contained shall preclude Landlord, subject to the provisions of this Section, from exercising any rights or remedies under the Lease with respect to any other default by Tenant; (iii) such Leasehold Mortgagee shall agree with Landlord in writing to comply during the period of such forbearance with such of the terms, conditions and covenants of the Lease as are reasonably susceptible of being complied with by such Leasehold Mortgagee. Any default by Tenant that is not reasonably susceptible of being cured by such Leasehold Mortgagee on account of involuntary insolvency or reorganization proceedings, receivership, or an assignment for the benefit of creditors or the like shall be deemed to have been waived by Landlord upon completion of such foreclosure proceedings or upon acquisition by such Leasehold Mortgagee of Tenant's interest in the Lease. Such Leasehold Mortgagee, or its designee, or other purchaser in foreclosure proceedings may become the legal owner and holder of the Lease through foreclosure proceedings or by an outright assignment of the Lease in lieu of foreclosure, provided that such owner and holder of the Lease shall agree to be bound by its terms and conditions.

E. Anything herein contained to the contrary notwithstanding, the provisions of this Section shall inure only to the benefit of the Leasehold Mortgagee.

F. No agreement between Landlord and Tenant subsequent to the date hereof, nor any election by Tenant under the terms of the Lease, reducing the term of the Lease or canceling, terminating or surrendering the Lease shall be effective without the prior written consent of the Leasehold Mortgagee.

G. A Leasehold Mortgagee may assign this Lease and shall thereupon be released from all liability for performance or observance of covenants and conditions contained in the Lease to be performed and observed from and after the date of such assignment, provided that the assignee from such Leasehold Mortgagee shall have assumed all of the provisions of the Lease.

H. Landlord agrees to enter into one or more Landlord's Consents and Agreement with the Leasehold Mortgagee containing the terms set forth in this Section and such other reasonable terms as may be reasonably required by the Leasehold Mortgagee. If requested by a Leasehold Mortgagee, Landlord agrees to join with Tenant in the execution of any such leasehold mortgages on terms reasonably acceptable to Landlord, provided, however, that Landlord shall not subordinate Landlord's fee interest in the Premises or its interest in this Lease to the lien of such leasehold mortgages and provided that no such joinder shall in any way render Landlord liable for repayment of any indebtedness of Tenant secured by any such leasehold mortgage or otherwise.

I. Any notices required under this Section 18 shall be addressed to MaineHousing at Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Attn: Legal Services or such other address as may be designated by written notice from MaineHousing to the Landlord and Tenant; to _____, in accordance with the provisions of Section 18 of this Lease, and to such other or successor entities holding leasehold mortgages upon the Project.

SECTION 19. INCOME TAX TREATMENT. The parties agree that, as between them, the Tenant shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Project or located on the Premises and to any low-income housing tax credits with respect to the Project. Notwithstanding any other provision of this Lease, Tenant shall be deemed, for such purposes, to have the benefits and burdens of ownership of the Premises, in order that Tenant shall be treated as the owner of the Premises for purposes of the income tax laws.

SECTION 20. EMINENT DOMAIN. If at any time during the term of this Lease the entire Premises, or, in the judgment of the Tenant, such a substantial portion thereof as would render the balance of the Premises not suitable for the use set forth in Section 4 hereof shall be taken or appropriated by any competent authority for public or quasi-public use (a "Taking") this Lease shall terminate upon the date of the Taking, this Lease shall terminate, and rents and other charges shall be apportioned between Landlord and Tenant. In the event of a Taking, the parties agree to cooperate in applying for and prosecuting any claims for the Taking and further agree that Tenant shall be entitled to the amount of compensation, if any, applicable to Tenant's leasehold estate. In the event of a partial taking or appropriation, Tenant shall be entitled to such amounts as shall be just and equitable.

SECTION 21. RECORDING. This Lease shall not be recorded in any registry of deeds or other public office, but each party agrees to execute, acknowledge, and deliver a memorandum of this Lease in appropriate form for recording, in accordance with Maine statute.

SECTION 22. NOTICES. Whenever by the terms of this Lease notice shall or may be given to either party, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, or by overnight courier or delivery service to the addresses set forth on the first page of this Lease, with copies of notices to Tenant sent to _____, Curtis Thaxter LLC, 200 Middle Street, Suite 1001, Portland, ME 04101, or such other address or addresses as either party may from time to time hereafter designate by written notice to the other. A copy of any notice sent pursuant to this Lease shall be sent simultaneously to _____, Attn: _____; to Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Attn: Legal Services or such other address as may be designated by written notice from MaineHousing to the Landlord and Tenant; and to _____, its successors and assigns ("Limited Partner") as described in Section 27.

SECTION 23. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable

for any reason, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 24. MAINE LAW; SUCCESSORS AND ASSIGNS. This Lease shall be governed by, and construed in accordance with, the laws of the State of Maine. The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties and their legal representatives, successors and assigns. The term "Landlord" as used in this Lease means the owner of the Premises only for the duration of said owner's ownership thereof, so that in the event of any sale or transfer of the Premises, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder, provided that such sale or other transfer is in compliance with the requirements of Section 16.2 of this Lease.

SECTION 25. MORTGAGES UPON LANDLORD'S FEE INTEREST. Except as set forth in Section 18.2 H. concerning joinders by Landlord in leasehold mortgages granted by Tenant, Landlord shall not have any right to execute any mortgage of Landlord's interest in the Premises without the prior written consent of Tenant and all Leasehold Mortgagees. Tenant's consent shall not be unreasonably delayed, withheld, or conditioned. Landlord acknowledges that Tenant intends to execute and deliver mortgages of Tenant's leasehold interest in the Premises and to give conditional assignments of the Lease to secure construction and permanent financing for the Project, including without limitation, leasehold mortgages and conditional assignments to _____, the City of Portland, and Maine State Housing Authority and their respective successors and assigns, as set forth in Section 18 of this Lease. Landlord agrees to execute, promptly upon request, and to obtain from any holder of any mortgage upon Landlord's fee interest, any instrument required by _____, the City of Portland, Maine State Housing Authority, or any other Project lender or investor evidencing Landlord's agreement to recognize and attorn to such leasehold mortgagees and not to disturb Tenant's occupancy of the Premises so long as Tenant is not in default beyond any applicable cure period or anyone claiming by, through or under Tenant, including Tenant's mortgagees, provided that such instruments are in form reasonably satisfactory to Landlord as indicated by Landlord prior to the execution thereof. Landlord further agrees to provide Tenant's mortgagees with such estoppel certificates as they may request, provided that such certificates are in form reasonably satisfactory to Landlord..

SECTION 26. AMENDMENTS. This Lease, including any exhibits hereto, may be modified only by a written instrument duly authorized and signed by Landlord and Tenant. Landlord and Tenant shall not enter into any amendment that modifies any provision respecting or affecting Tenant's mortgagees or investors without the prior written consent of such mortgagees and investors. So long as the Limited Partner is a limited partner of Tenant, no amendment or modification to this Lease shall be effective without the prior written consent of the Limited Partner.

SECTION 27. INVESTOR PROTECTION PROVISIONS.

A. Notwithstanding anything to the contrary herein, the partners of Tenant shall have the right to sell, transfer or pledge their interests in Tenant pursuant to the terms of the Tenant's limited partnership agreement without the consent of the Landlord and any such sale, transfer or pledge shall not (i) be an event of default hereunder, or (ii) entitle Landlord to raise the rent hereunder or impose any transfer fee.

B. Notwithstanding anything to the contrary herein, if an event of default shall have occurred hereunder, Landlord shall deliver to the Limited Partner and its successors and assigns, copies of any notices of default which are to be sent to the Tenant hereunder, and shall afford the Limited Partner the same opportunities to cure any such defaults as are offered to Tenant's mortgagees of record with respect to the Premises hereunder. The Limited Partner's address shall initially be 175 Lancaster Street, Suite #216A, Portland, Maine 04101, and the Limited Partner, or successor limited partner, may designate another address from time to time by written notice to the Landlord and Tenant.

C. Notwithstanding anything to the contrary herein, if the general partner of Tenant is in default under the terms of the Tenant's limited partnership agreement and/or is removed as a partner of the Tenant, such default and/or removal shall not (i) be an event of default under this Lease, or (ii) entitle Landlord to raise the rent under this Lease, or impose any transfer fee, provided that the new general partner is appointed pursuant to the terms of the Tenant's limited partnership agreement.

SECTION 28. CONDITIONS TO TENANT'S OBLIGATIONS.

Notwithstanding anything to the contrary herein, Tenant's obligations to lease the Premises and construct the Project is expressly subject to the receipt, at Tenant's sole expense, of all local, state, federal and quasi-municipal approvals necessary for construction, completion and operation of the Project, allocation of low income housing tax credits from Maine State Housing Authority in an amount requested by Tenant, and receipt of financing for the Project upon terms and in such amounts as are reasonably satisfactory to Tenant. Tenant acknowledges and agrees that Landlord is acting in its capacity as the owner of the Premises in connection with this Lease, and not in its regulatory capacity, and as such, nothing in this Agreement is intended, or shall be construed to be, a regulatory approval from the City for any aspect of the Project.

SECTION 29. RIGHTS UPON TERMINATION; REMOVAL OF PROPERTY.

A. Tenant agrees that upon the expiration of the Term of this Lease or sooner termination thereof, the Premises will be delivered to City in good condition, reasonable wear and tear excepted, and all Tenant Improvements and other personal property of Tenant located on the Premises shall remain on, or be removed from, the Premises as provided herein. Upon the termination or expiration of this Lease, all rights of Tenant hereunder to possession of the Premises shall immediately terminate.

B. Upon expiration or earlier termination of the Lease all Tenant Improvements shall become the property of the City and title thereto shall vest in City, free and clear of all liens and

encumbrances except those in place on the date hereof or subsequently consented to by the City, as of the thirty-first day following the effective date of such termination without the need for a bill of sale or any other conveyance documentation; provided, however, upon written notice from City to Tenant prior to the date of termination of this Lease Agreement, City may require Tenant to remove from the Premises all such Tenant Improvements and any other personal property within thirty (30) days after the date of such termination and to repair any damage to the Premises caused by said removal and to restore the Premises to its original condition at the commencement of the Term, reasonable wear and tear excepted, all at Tenant's sole expense.

C. Tenant's Failure to Remove. Upon vesting of title in City in any buildings, fixtures or personal property pursuant to the terms of this Article, City shall have the right to use, lease, sell, assign, remove or otherwise dispose of, or store such property, subject to the requirements of any then applicable laws for the disposition of abandoned property. City shall be entitled to all proceeds from any such use, lease, sale, assignment or other disposition; and in the event Tenant was required to remove such property under the terms of this section and failed to do so, Tenant shall be liable to City for all losses, fees, or costs incurred by City in such use, lease, sale, assignment, removal, storage or other disposition, including without limitation reasonable attorney's fees, and any costs or expenses incurred by City to repair any damage to the Premises caused by said removal and to restore the Premises to its present condition, as a graded and unimproved lot.

SECTION 30 NON-WAIVER.

No waiver by either party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. If any action by Tenant shall require the consent or approval of City, City's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

SECTION 31: ATTORNEYS' FEES

Tenant shall reimburse Landlord for all reasonable attorney's fees and expenses incurred in connection with the enforcement of the City's rights under this Agreement.

SECTION 32: EXECUTION OF LEASE.

In no event will the City execute this Lease prior to the closing of all financing required for Tenant's construction of the Project as defined in this Lease.

SECTION 33: NO THIRD PARTY BENEFICIARIES.

Nothing in this Lease, expressed or implied, is intended to confer upon any person or party, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Lease.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in any number of counterparts, the day and year first above written.

LANDLORD:

CITY OF PORTLAND

By: _____
Danielle P. West
Its City Manager

TENANT:

_____, LP

By: _____, its General Partner

By: _____
Printed name:
Its

O:\DC Predevelopment LLC (20981)\Brighton Ave (378)\Ground Lease 1125 Brighton_v2.DOC

EXHIBIT A

EXHIBIT B

**AMENDMENT #1 TO ORDER 10-25/26
PREPARED BY CORPORATION COUNSEL
FOR MAYOR MARK DION
RE: DEVELOPER NAME**

NOW, THEREFORE, BE IT ORDERED, that the amended option to lease agreement with ~~an~~
~~affiliate of Prosperity Housing, LP~~Prosperity Place, LP is hereby approved in
substantially the form attached hereto; and

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: July 16, 2025

SUBJECT: Order 11-25/26 Designating Prosperity Place 1125 Brighton Avenue Site 1 an Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair. The Committee met on July 1, 2025 and voted 3-0 (Sykes absent) to recommend approval by the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final

Action 8/11/2025

Can action be taken at a later date: No A ten day public notice, published in the Portland Press Herald, is required by state statute. Additionally, the City must file the AHTIF application with MaineHousing no later than August 19, 2025.

Does this item involve a new contract with the City: Corporation Counsel has reviewed the TIF documents.

PRESENTATION: Mary Davis will be available for a brief presentation, if necessary, and to answer any questions.

I. SUMMARY

ProsperityME and Developers Collaborative is requesting an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement for a project located on city-owned property at 1125 Brighton Avenue.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend approval of this item by the City Council.

ProsperityME, along with its development partner, Developers Collaborative, requested the creation of an Affordable Housing Tax Increment Financing (AHTIF) District and Credit Enhancement Agreement (CEA) for a project located on a portion of city-owned property located on the Barron Center campus at 1125 Brighton Avenue. The proposed project would create fifty (50) units of affordable, mixed-income family rental housing. The development will include 15 one-bedroom units, 25 two-bedroom units, 8 three-bedroom units, and 2 four-bedroom units. Ten units will be affordable at 30% of the area median income (AMI) (\$31,200 for a two-person household, \$38,950 for a four-person household), 20 units at 50% AMI (\$45,450 for a two-person household, \$64,900 for a four-person household), 17 units at 60% AMI (\$54,500 for a two-person household, \$77,900 for a four-person household) and 3 units at 80% AMI (\$72,700 for a two-person household, \$103,850 for a four-person household). The building will also include a laundry room, community room, trash room and bike/stroller storage. As part of the requirements of the Request for Proposal issued by the City of Portland, 30% of the units will be set aside for referrals from the City's Social Service Division. The developer will apply for 9% Low Income Housing Tax Credits from MaineHousing through the QAP. Under the QAP the

developer will be eligible for up to 3 points for an approved AHTIF district and CEA with a maximum 75% capture rate for thirty (30) years. The revenue will be used to offset project operating expenses.

If approved, the total amount of captured revenue to be returned to the Developer is estimated to be an annual average of \$118,010 over the 30-year term of the District. The amount of non-captured revenue to be deposited into the general fund is estimated to be an annual average of \$39,337. Tax sheltering benefits are estimated to be an annual average of \$46,186.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

On May 22, 2025, the *Affordable Housing Development and Tax Increment Financing Application* was released. Applicants requiring a conditional commitment or reservation of funds as part of other financing applications (e.g. 9% LIHTC) were given a June 15, 2025 submission deadline.

The 2025 *Affordable Housing Development and Tax Increment Financing Application* made available a total of \$637,896 for affordable housing development based on HUD HOME funding allocation for FY26 of \$274,344 and Jill C. Duson Housing Trust Fund (JCD HTF) balance of \$363,558.

In response to the request for proposals, the City received three requests for the creation of an Affordable Housing District and Credit Enhancement Agreement to convey 75% of incremental tax revenue for a term of 30 years:

- Prosperity Place (1125 Brighton Ave): 50 units of mixed-income family housing
- Cumberland Housing (70 E Oxford St- Phase 2): 91 units of mixed-income senior housing
- Mayo Housing (70 E Oxford St- Phase 3): 27 units of mixed-income family housing

The City's TIF Policy allows for Credit Enhancement Agreements (CEA) terms of up to 75% over thirty years for individual affordable housing projects. This allowance was adopted, in part, to assist affordable housing development projects leverage points in the MaineHousing Low Income Housing Tax Credit (LIHTC) Program. The LIHTC Program application awards a maximum of 3 points to projects that receive a Credit Enhancement Agreement. The number of available points fluctuates based on the percentage and duration of the tax benefit, as noted in the chart below.

Percentage and Duration of Tax Benefit or Relief	Points
50% to <75% for at least 15 years	1 point
50% to <75% for at least 30 years	2 points
≥ 75% for at least 15 years	2 points
≥ 75% for at least 30 years	3 points

The LIHTC Program is very competitive and often there is only a 1- or 2-point difference that separates those projects receiving tax credits and those that do not.

The LIHTC Program application also requires that TIF applications must be submitted to MaineHousing (the entity identified by State Statute to review and approve TIF applications) 30 calendar days before the LIHTC application is due. For example, if the LIHTC application is due on September 18, the City must submit the

TIF application to MaineHousing no later than August 19 in order for the developer to be awarded the TIF points.

The City's TIF Policy also requires CEA applicants to demonstrate financial necessity, i.e. *"The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed."* and financial capacity, i.e. *"The applicant must demonstrate financial capacity to support their project."* The policy also requires that a financial underwriting analysis is conducted by a third party on all projects requesting a CEA. Third party financial underwriting analysis is included in the item backup.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents. Council Goal 2: Housing Affordability.

V. FINANCIAL IMPACT

- When completed, the project's total assessed value is estimated at \$7,600,000, which would yield \$114,076 in annual assessed property value in year one at the current FY25 millage rate;
- The approximate maximum total amount of tax revenue (captured revenue) to be returned the project/developer is \$3,540,301 over the 30-year term (or \$118,010 per year averaged over the 30-year term);
- The approximate total amount of tax revenue (aka non-captured valuation) that would be deposited into the general fund is \$1,180,100 over the 30-year term (or \$39,337 per year averaged over the 30-year term);
- If the project is not completed, the tax yield on this property remains at \$0. The tax revenue returned to the project/developer is \$0, and the amount of tax revenue that would be deposited into the general fund is \$0.
- 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 \$46,186+, or \$1,385,569+ over the life of the district.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends approval of the Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement for this project.

VII. RECOMMENDATION

The Housing and Economic Development Committee met on July 1, 2025 and voted 3-0 (Sykes absent) to recommend this item for approval by the City Council.

VIII. LIST ATTACHMENTS

1. Order - Designating Prosperity Place 1125 Brighton Affordable Housing and TIF
2. Council Attachments
3. Brighton Underwriting Memo 7.7.25
4. 03 Att 7 Dev Prog CLEAN Prosperity Place mig rev 070925
5. 04.2 Att 3.2 Dec of Cov CLEAN Prosperity Place mig rev 070925

Prepared by:

Mary Davis, Division Director

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER DESIGNATING PROSPERITY PLACE 1125 BRIGHTON AVENUE SITE 1 AN
AFFORDABLE HOUSING DEVELOPMENT AND TAX INCREMENT FINANCING
DISTRICT AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM FOR
THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development and Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Prosperity Place LP intends to construct certain improvements within the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and Tax Increment Financing (“TIF”) District, including 15 one-bedroom, 25 two-bedroom, 8 three-bedroom, and 2 four-bedroom rental units for a total of 50 units of affordable housing; and

WHEREAS, the developer will utilize 75% of the tax revenues generated in the District for 30 years; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and TIF District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and TIF District Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and Tax Increment Financing District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. Chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at their discretion, from time to time, to make such technical revisions to the Development Program for the District as they deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Housing and Economic Development Director is authorized to submit annual reports on the status of the “Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and TIF District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

B. Project Information

Completed by robbyp@ gmail.com on 6/13/2025 11:25 AM

Case Id: 30617

Name: ProsperityME - 2025

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Property Address

1125 Brighton Avenue Site 1 Portland, ME 04102

B.2. Project Name

Prosperity Place

B.3. Tax chart, block, and lot number

Tax Map 269/Lot B 001

B.4. Zoning Designation

B-2

B.5. Is the requested funding type HOME/HTF?

No

B.6. Requested amount of Affordable Housing Development Funding

\$0.00

B.7. Is the requested funding type AHTIF?

Yes

AHTIF Terms:

Creation of an AHTIF District and Credit Enhancement Agreement to convey 75% of incremental tax revenue for a term of 30 years.

B.8. Total number of housing units to be constructed:

50

B.9. Total number of housing units to be rehabilitated:

0

B.10. Total Number of market rate units:

0

B.11. Total number of deed restricted units:

0

B.12. Total number of Units at 120% AMI:

0

B.13. Total number of Units at 110% AMI:

0

B.14. Total number of Units at 100% AMI:

0

B.15. Total number of Units at 80% AMI:

3

B.16. Total number of Units at 60% AMI:

17

B.17. Total number of Units at 50% AMI:

20

B.18. Total number of Units at 40% AMI:

10

B.19. Housing Type

Rental

B.20. Total number of studio/efficiency units:

0

B.21. Total number of one-bedroom units:

15

B.22. Total number of two-bedroom units:

25

B.23. Total number of three-bedroom units

8

B.24. Total number of four-bedroom units

2

B.25. Total number of five-bedroom units

0

B.26. Property Manager

DC Management

B.27. When is construction expected to begin?

09/01/2026

Printed By: Mary Davis on 6/13/2025

B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:

- Description of municipal housing need and how the development addresses that need;
- Requested amount of Affordable Housing Development Funding;
- Description of how City's participation is financially necessary in order for the project to proceed;
- Description of allowed uses in the zone;
- Description of residential and non-residential uses in the area;
- Description of accessory uses relating to residential use, if any;
- Indicate if this project requires relocation of existing commercial or residential tenants;
- Description of relocation plan for persons temporarily or permanently displaced by development activities;
- Description of how the development is consistent with the Comprehensive Plan
- Description of how housing and facilities in the development will be operated after completion;
- Description of planned uses of tax increment revenues from the district (AHTIF projects only).

Prosperity Place, located at 1125 Brighton Ave on the Barron Center campus, will provide new construction of fifty units of affordable mixed-income family rental housing. The project will be developed by Developers Collaborative and owned by ProsperityME. Unit sizes will range from one to four bedrooms, with 15 one-bedrooms, 25 two-bedrooms, 8 three-bedrooms, and 2 four-bedroom units. Units will be affordable to incomes from 30-80% AMI, with 10 units at 30%, 20 units at 50%, 17 units at 60%, and 3 units at 80%. The building will also include a laundry room, community room, trash room, and bike/stroller storage. The community room will open onto shared lawn space on the Barron Center campus for residents to access the outdoors, and the development of a playground on the campus in relation to this project and other initiatives is being explored. There will be entrances to the building both from Brighton Avenue and from the dedicated parking lot. DC Management will be the property management company, who will provide an on-site resident services coordinator free of charge to residents. ProsperityME will also provide programming focusing on the upward economic mobility of residents. Prosperity Place will meet a critical need for affordable housing for families in the city by creating units that can accommodate larger family sizes and focuses on families currently in the shelter through a 30% set aside for referrals from Portland's Social Services department. The City of Portland's Family Shelter is consistently at capacity, with an average occupancy of 43 families (122 people) in December of 2024. At existing affordable housing developments, affordable units with two, three, and four bedrooms have the longest waitlists, with 20-30 applications for a single two or three bedroom unit within 24 hours as the norm. Within Portland Public schools, there are 588 McKinney-Vento students (as of 2/4/2025), which is 9% of the student body. McKinney-Vento students are those that do not have a regular, fixed, or adequate nighttime residence. Highlights of the DC/ProsperityME development proposal as accepted by the City Council include: • A development concept that creates 50 affordable rental homes in Phase 1 for Portland families, including those experiencing homelessness; • A focus on campus and neighborhood safety created by serving families and providing relevant supportive services; • A thorough and inclusive neighborhood engagement plan that considers the varied impacts of potentially two phased development sites, and also allows for timely delivery of housing; • A project team with extensive qualifications and a proven track record of delivering comparable projects, both in scale and in community engagement; and • A place that can provide affordable homes for employees of the Barron Center and other nearby employers. On Portland's Future Land Use Plan, Brighton Avenue remains located in the Mixed Use/Commercial/Office zone and is located on a Priority Corridor (Brighton Avenue). Priority Corridors are "major arterials that often see heavy vehicular traffic, but also have the capacity to improve mobility by capitalizing on their potential for increased walking, bicycling, and transit use. Priority corridors can also serve as areas of additional mixed-use, higher density growth to take advantage of the transit benefits and services that well-designed, diverse corridors can offer." Located on Brighton Avenue, the site is within an area that is maintaining a robust level of activity and development. This site is an ideal location for a building that offers enhanced residential housing programming while providing great transit and support services access. We believe the proposed residential land use goes hand in

hand as complimentary to the surrounding land use as envisioned in the Comprehensive plan and current zoning. Prosperity Place is located in a B-2 zone, a mixed-use zone that permits multifamily dwellings. On the Barron Center campus, Prosperity Place will be neighbors to the Loring House (a 55+ LIHTC project), the Barron Center, and Office of Elder Affairs programming. The city intends to add childcare to the campus as well, creating a multigenerational campus. Residential uses in the area include single family housing in the Nason's Corner neighborhood, Sagamore Village, and several other affordable housing projects. The site has a METRO Bus stop on campus, and is proximal to extensive opportunities for employment and to meet daily needs at Rock Row and surrounding business areas. The building will be within a 15 minute walk of Rowe Elementary school. This project is a new construction project, and will not create any residential relocation needs. The current use of the site is for parking for Barron Center staff. The development team is working in tandem with city staff to create a long-term parking plan for the campus. Prosperity Place is requesting a 75% TIF for 30 years to be used to support the development's operating budget since rental income is capped. The City's participation is financially necessary to close a gap between the sources and uses as the TIF revenue will help support the amount of debt service required. The feasibility of the project also depends on receiving a 9% LIHTC allocation from MaineHousing and Affordable Housing Program funds from Federal Home Loan Bank of Boston. Without the full TIF award, the project application will receive a lower score, and funding could be allocated to projects outside of Portland instead and delay the construction of much needed family housing in Portland.

PROJECT NAME: Prosperity Place
LOCATION: Portland

Date:

DEVELOPMENT ASSUMPTIONS					
Total Units	50	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
# @ 50% AMI (low HOME)	0.0%	0	Rent	2.00%	2.50%
# @ 50% AMI (High HOME)	0.0%	0	Operating Expense	3.00%	3.00%
# @ 50% AMI or less (LIHTC)	60.0%	30	Other Income	2.00%	2.50%
# @ 60% AMI or more (LIHTC)	40.0%	20	Debt Coverage Ratio	1.15	
# @ Market	0.0%	0	Vacancy	5%	
Appraised Market Value	10,540,009	Market Value/Unit	\$210,800		

PRO FORMA DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	TDC
Site Improvements	1,150,000	23,000		1,150,000
Construction	14,083,158	281,663	0	14,083,158
General Requirements	0	0		0
Builder Profit	453,903	9,078		453,903
Bond Premium	246,957	4,939		246,957
Construction Contingency	5.00% 796,701	15,934	0	796,701
Subtotal Construction Costs	16,730,719	334,614	0	16,730,719
Building Permits and Fees	258,125	5,163	0	258,125
Survey & Engineering	105,000	2,100	0	105,000
Architectural & Design	457,500	9,150	0	457,500
Legal	70,000	1,400	0	70,000
Title & Recording	20,000	400	0	20,000
Accounting	10,000	200	0	10,000
Construction Period Tax	30,000	600	0	30,000
Construction Period Insurance	80,000	1,600	0	80,000
Other	70,000	1,400	0	70,000
Subtotal Soft Costs	1,100,625	22,013	0	1,100,625
Construction Loan Origination Fees	312,000	6,240	0	312,000
Construction Loan Interest	800,000	16,000	0	800,000
MaineHousing Permanent Loan Fees	144,097	2,882	0	144,097
Other Permanent Loan Fees	0	0	0	0
Other	85,000	1,700	0	85,000
Subtotal Finance Costs	1,341,097	26,822	0	1,341,097
Market Survey	7,800	156	0	7,800
Appraisal	8,500	170	0	8,500
Environmental Study	10,000	200	0	10,000
LIHTC Fees & Prepaid Monitoring	144,500	2,890	0	144,500
Relocation Costs	0	0	0	0
FF&E	0	0	0	0
Other	43,500	870	0	43,500
Subtotal Miscellaneous	214,300	4,286	0	214,300
Acquisition: Buildings	0	0	0	0
Acquisition: Land	75,000	1,500	0	75,000
Acquisition: Existing Reserves	0	0	0	0
Acquisition: Legal	0	0	0	0
Acquisition: other	0	0	0	0
Subtotal Acquisition	75,000	1,500	0	75,000
Operating Deficit Escrow	455,433	9,109	0	455,433
Pre-funded Replacements	147,840	2,957	0	147,840
Tax & Insurance Escrow	94,945	1,899	0	94,945
Working Capital	50,000	1,000	0	50,000
Total Syndication Expenses	25,000	500	0	25,000
Consultant Fee	0	0	0	0
Developer Overhead	500,000	10,000	0	500,000
Developer Profit	250,000	5,000	0	250,000
Other	0	0	0	0
Subtotal Fee and Reserves	1,523,218	30,464	0	1,523,218
Total Project Costs	20,984,959	419,699	0	20,984,959

Max LIHTC Available	2,322,233
LIHTC Alloc.	1,200,000
Equity yield	0.84
Synd. %	99.99%
Equity Raise	10,080,000

Historic Credit-Federal	0
Equity yield	0.87
Synd. %	99.99%
Equity Raise	0

Historic Credit-State	0
Equity yield Equivalent	0.88
Synd. %	100.00%
Equity Raise	0

GP Contribution	100
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Total Equity:	10,080,100
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Gross Square Footage	47,073
Construction Cost/Sq ft.	338
Total Project Cost/Sq ft.	446

Notes:

Maximum Gross Developer Fee (10%/15%)	3,031,494
Maximum Net Developer Fee (per unit max)	750,000
Actual Proposed Gross Fee	750,000
% of maximum Gross Fee	24.7%
Proposed Net Fee Collected	750,000
% of Maximum Net Fee	100.0%

FLOW OF FUNDS									
Sources	6/30/2026 CLC	25%	During Construction			9/30/2027 PLC	1st Equity Occupancy Milestone	Final Capital Payment	Total
			50%	75%	100%				
Beginning Cash	0	0	0	0	0	0	0	0	0
Fed Tax Credit Capital	50,050		49,950			9,350,094	504,005	126,001	10,080,100
ME Tax Credit Capital	0					0		0	0
Construction Loan	295,972	4,224,680	4,238,730	4,368,680	4,514,680				17,700,000
GP Bridge Loan									0
MH: 0% Deferred Loan - FedHOME	1,500,000					750,000			2,250,000
0% Deferred Loan 2						750,000			750,000
MH Interest Bearing Loan						7,054,859			7,054,859
Conventional First Mortgage									
AHP Subsidized Advance						0			0
Other Outside Sources									
City FEDHOME*	0					0			0
AHP Capital Advance*		0				850,000			850,000
TIF Loan*	0					0			0
City of Portland HTF	0					0			0
Grant*	0					0			0
General Partner (or Affiliate) Loan	0					0			0
Deferred Developer Fee	0					0			0
TOTAL SOURCES	1,846,022	4,224,680	4,288,680	4,368,680	4,514,680	18,754,953	504,005	126,001	38,684,959
Uses									
Acquisition	75,000								75,000
Construction		4,182,680	4,182,680	4,182,680	4,182,680				16,730,719
Soft Costs	1,040,625	10,000	10,000	10,000	10,000	20,000			1,100,625
Financing Costs	541,097	32,000	96,000	176,000	272,000	224,000		0	1,341,097
Miscellaneous	164,300					50,000			214,300
Dev Fee	0					119,994	504,005	126,001	750,000
Reserves					50,000	698,218			748,218
TOTAL DEV. COSTS	1,821,022	4,224,680	4,288,680	4,368,680	4,514,680	1,112,212	504,005	126,001	20,959,959
Repay GP Bridge Loan						0			0
Repay Construction Loan						17,642,741		0	17,700,000
Other Syndication Costs	25,000								25,000
Total Commercial Costs		0	0	0	0				0
SUBTOTAL OTHER ITEMS	25,000	0	0	0	0	17,642,741	0	0	17,725,000
TOTAL USES OF FUNDS	1,846,022	4,224,680	4,288,680	4,368,680	4,514,680	18,754,953	504,005	126,001	38,684,959
Ending Cash	0	0	0	0	0	0	0	0	0

50% Test

Agg. Basis

Perm. TE
Not Applicable

Min TE Amt

% of CL

Bal. of CL

Actual TE Bonds

Sub. Per Unit	60,000
Sub. Per L.I Unit	60,000
Mkt. Diff. Per Unit	600

PROJECT FINANCING									
Source	Terms	Amount	Rate	Amortization and/or Term	Lien	Yr. 1-5	Annual D/S Yr. 6-15	Yr. 16-30	
Source 1	0% Deferred Loan - FedHOME	2,250,000	0.00%	30	Second	0	0	0	
Source 2	0% Deferred Loan 2	750,000	0.00%	30	Second	0	0	0	
Source 3	MH Interest Bearing Loan	7,054,859	6.00%	30	First	423,292	423,292	423,292	
Source 4	AHP Subsidized Advance	0	7.00%	30	First	0	0	0	
Source 5	City FEDHOME*	0	0.00%	30	Third	0	0	0	
Source 6	AHP Capital Advance*	850,000	0.00%	30	Third	0	0	0	
Source 7	TIF Loan*	0	0.00%	30	Third	0	0	0	
Source 8	City of Portland HTF	0	0.00%	30	Third	0	0	0	
Source 9		0	0.00%	30	Third	0	0	0	
Source 10	Grant*	0			Third				
Source 11	General Partner (or Affiliate) Loan	0			Unsecured				
Source 12	Deferred Developer Fee	0			Unsecured				
Source 13	Net Syndication	10,080,100	\$0.84						
Capitalization Gap		0							
Total		20,984,959							

COLLATERAL COVERAGE (Permanent)		
	Total	Per Unit
First Lien Financing	7,054,859	141,097
Appraised Market Value	10,540,009	210,800
Loan to Value Ratio	67%	
Second Lien Financing	10,054,859	201,097
Loan to Value Ratio	95%	
Third Lien Financing	10,904,859	218,097
Loan to Value Ratio	103%	

PROPOSED RENT SCHEDULE			Maximum Gross LIHTC/HOME Rents	Less Utility Allow.	Maximum Net Tenant Rent	Rents from Applicant	Market Rent	Total Rent
Type	AMI	# Units						
1 BR	30%	3	730	105	625	625	1,650	22,500
1 BR	50%	7	1,217	105	1,112	1,112	1,650	93,408
1 BR	60%	4	1,461	105	1,356	1,356	1,650	65,088
1 BR	80%	1	1,948	105	1,843	1,843	1,843	20,856
2 BR	30%	5	876	121	755	755	1,900	45,300
2 BR	50%	10	1,461	121	1,340	1,340	1,900	160,800
2 BR	60%	9	1,753	121	1,632	1,632	1,900	176,256
2 BR	80%	1	2,338	121	2,217	2,217	2,217	25,152
3 BR	30%	2	926	139	787	787	2,200	18,888
3 BR	50%	3	1,511	139	1,372	1,372	2,200	49,392
3 BR	60%	2	1,803	139	1,664	1,664	2,200	39,936
3 BR	80%	1	2,700	139	2,561	2,561	2,561	29,064
4 BR	60%	2	1,803	163	1,640	1,640	2,400	39,360
Other:								0
Subtotals		50						786,000
Income from Laundry:						208		
Other Income: 0						13,217		158,606
& PBV Overhang								
Vacancy Rate 5%								(47,355)
Other Income: TIF						5,898		70,772
Effective Gross Income								970,523

AFFORDABLE AMORTIZING MORTGAGE CALCULATION

Effective Gross Income	970,523
Annual Operating Expense	487,574
Stabilized NOI	482,949
DSC	62,993
\$ Avail for D/S	419,955
Other DS	0
Balance	419,955
Affordable Fully Amortizing Mortgage	6.00% 5,837,086
Affordable Interest Only Mortgage	6.00% 6,999,257
Supportable Mort.: Unrestricted	12,062,110

BREAKEVEN ANALYSIS:		RENT SENSITIVITY	OCCUPANCY
Total			Annual
Operating Expense	487,574	Gross Revenues	947,106
Debt Service	423,292		
Breakeven Rent	1,518	Breakeven Occupancy	96%

OPERATING EXPENSES

Expense	Annual	Annual Per Unit	Monthly Per Unit
Administrative Expenses:			
Management Fees	132,858	2,657	221
Management Charges	0	0	0
Marketing Expenses	1,500	30	3
Legal Expenses	1,000	20	2
Auditing Expenses	10,000	200	17
Other Administrative Expenses	960	19	2
Administrative Expenses	146,318	2,926	244
Operating Expenses:			
Janitorial Payroll	0	0	0
Janitorial Supplies and Equipment	0	0	0
Janitorial Contractual Services	5,000	100	8
Fuel and Gas	0	0	0
Electricity	30,000	600	50
Water and Sewer	20,000	400	33
Garbage and Trash Removal	8,000	160	13
Vehicle and Equipment Expenses	0	0	0
Other Operating Expenses	0	0	0
Operating Expenses	63,000	1,260	105
Maintenance Expenses:			
Grounds Maintenance Payroll	0	0	0
Grounds Tools and Supplies	3,500	70	6
Grounds Contractual Services	20,000	400	33
Miscellaneous Ground Maintenance	0	0	0
Building Maintenance Payroll	0	0	0
Building Tools and Supplies	6,000	120	10
Building Contractual Services	61,200	1,224	102
Building Systems Maintenance	0	0	0
Miscellaneous Building Maintenance	0	0	0
Maintenance Expenses	90,700	1,814	151
General Expenses:			
Property Taxes	96,556	1,931	161
Property and Liability Insurance	40,000	800	67
Tenant Service Expenses	26,000	520	43
Other General Expenses	0	0	0
General Expenses	162,556	3,251	271
Replacement Reserve Funding	25,000	500	42
Commercial Expenses (if applicable)	0	0	0
Total	487,574	9,751	813

Management Costs Analysis

Management Fees	132,858		
Management Charges	0		
Other Administrative Expenses	960	133,818	
Effective Gross Rental Income		738,645	
Cost Percentage for use in Management Agreement			18%

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT												
	3 Months											
	9/30/27	12/31/27	12/30/28	12/30/29	12/31/30	12/31/31	12/30/32	12/30/33	12/31/34	12/31/35	12/30/36	12/30/37
Effective Gross Income		242,631	989,933	1,009,732	1,029,926	1,050,525	1,071,535	1,092,966	1,114,825	1,137,122	1,159,864	1,183,062
Less Operating Expense		121,894	502,201	517,267	532,785	548,769	565,232	582,189	599,654	617,644	636,173	655,258
Net Operating Income		120,737	487,732	492,465	497,141	501,756	506,304	510,777	515,171	519,478	523,691	527,803
Less RLP Repay		105,823	423,292	423,292	423,292	423,292	423,292	423,292	423,292	423,292	423,292	423,292
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0
Cash Flow		14,914	64,440	69,173	73,850	78,465	83,012	87,486	91,880	96,186	100,400	104,512
Cash Flow per Unit		1,193	1,289	1,383	1,477	1,569	1,660	1,750	1,838	1,924	2,008	2,090
Debt Coverage Ratio(RLP)		1.14	1.15	1.16	1.17	1.19	1.20	1.21	1.22	1.23	1.24	1.25

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued												
	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	
	12/31/38	12/31/39	12/30/40	12/30/41	12/31/42	12/31/43	12/30/44	12/30/45	12/31/46	12/31/47	12/30/48	
Effective Gross Income	1,206,723	1,230,857	1,255,474	1,280,584	1,306,196	1,332,319	1,358,966	1,386,145	1,413,868	1,442,145	1,470,988	
Less Operating Expense	674,916	695,164	716,019	737,499	759,624	782,413	805,885	830,062	854,964	880,612	907,031	
Net Operating Income	531,807	535,694	539,456	543,085	546,571	549,907	553,081	556,083	558,905	561,533	563,957	
Less RLP Repay	423,292	423,292	423,292	423,292	423,292	423,292	423,292	423,292	423,292	423,292	423,292	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow	108,515	112,402	116,164	119,793	123,280	126,615	129,789	132,792	135,613	138,241	140,666	
Cash Flow per Unit	2,170	2,248	2,323	2,396	2,466	2,532	2,596	2,656	2,712	2,765	2,813	
Debt Coverage Ratio(RLP)	1.26	1.27	1.27	1.28	1.29	1.30	1.31	1.31	1.32	1.33	1.33	

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued									
	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26	Yr 27	Yr 28	Yr 29	Yr 30
	12/30/49	12/31/50	12/31/51	12/30/52	12/30/53	12/31/54	12/31/55	12/30/56	9/28/57
Effective Gross Income	1,500,408	1,530,416	1,561,025	1,592,245	1,624,090	1,656,572	1,689,703	1,723,497	1,318,475
Less Operating Expense	934,242	962,269	991,137	1,020,871	1,051,497	1,083,042	1,115,534	1,149,000	887,602
Net Operating Income	566,166	568,147	569,887	571,374	572,593	573,530	574,170	574,498	430,873
Less RLP Repay	423,292	423,292	423,292	423,292	423,292	423,292	423,292	423,292	317,469
Less Other Repay	0	0	0	0	0	0	0	0	0
Cash Flow	142,875	144,856	146,596	148,082	149,301	150,238	150,878	151,206	113,405
Cash Flow per Unit	2,857	2,897	2,932	2,962	2,986	3,005	3,018	3,024	3,024
Debt Coverage Ratio(RLP)	1.34	1.34	1.35	1.35	1.35	1.35	1.36	1.36	1.36

City of Portland - TIF Model

Prosperity Place - on City Property at the Barron Center

[Using a portion of CBL 259-B-001](#)

6/24/2025

OAV as of 3/30/2025: \$0

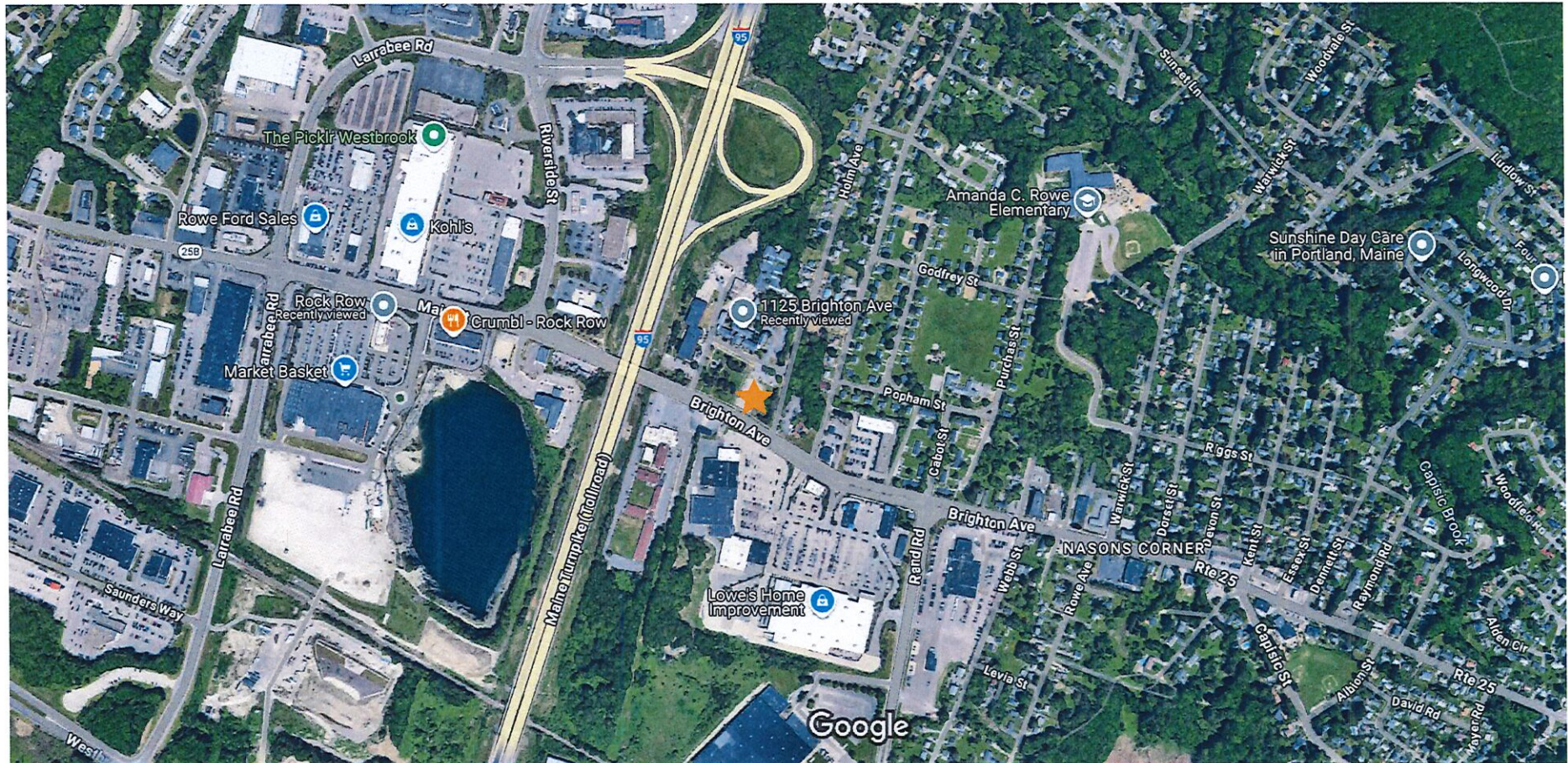
75% Capture Rate for 30 Years

TIF Projection Table - Prosperity Place									
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	2025	\$7,600,000	75.00%	\$5,700,000	15.31	\$87,268	\$87,268	\$0	\$29,089
2	2026	\$7,600,000	75.00%	\$5,700,000	15.62	\$89,014	\$89,014	\$0	\$29,671
3	2027	\$7,600,000	75.00%	\$5,700,000	15.93	\$90,794	\$90,794	\$0	\$30,265
4	2028	\$7,600,000	75.00%	\$5,700,000	16.25	\$92,610	\$92,610	\$0	\$30,870
5	2029	\$7,600,000	75.00%	\$5,700,000	16.57	\$94,462	\$94,462	\$0	\$31,487
6	2030	\$7,600,000	75.00%	\$5,700,000	16.90	\$96,351	\$96,351	\$0	\$32,117
7	2031	\$7,600,000	75.00%	\$5,700,000	17.24	\$98,278	\$98,278	\$0	\$32,759
8	2032	\$7,600,000	75.00%	\$5,700,000	17.59	\$100,244	\$100,244	\$0	\$33,415
9	2033	\$7,600,000	75.00%	\$5,700,000	17.94	\$102,249	\$102,249	\$0	\$34,083
10	2034	\$7,600,000	75.00%	\$5,700,000	18.30	\$104,294	\$104,294	\$0	\$34,765
11	2035	\$7,600,000	75.00%	\$5,700,000	18.66	\$106,379	\$106,379	\$0	\$35,460
12	2036	\$7,600,000	75.00%	\$5,700,000	19.04	\$108,507	\$108,507	\$0	\$36,169
13	2037	\$7,600,000	75.00%	\$5,700,000	19.42	\$110,677	\$110,677	\$0	\$36,892
14	2038	\$7,600,000	75.00%	\$5,700,000	19.81	\$112,891	\$112,891	\$0	\$37,630
15	2039	\$7,600,000	75.00%	\$5,700,000	20.20	\$115,148	\$115,148	\$0	\$38,383
16	2040	\$7,600,000	75.00%	\$5,700,000	20.61	\$117,451	\$117,451	\$0	\$39,150
17	2041	\$7,600,000	75.00%	\$5,700,000	21.02	\$119,800	\$119,800	\$0	\$39,933
18	2042	\$7,600,000	75.00%	\$5,700,000	21.44	\$122,196	\$122,196	\$0	\$40,732
19	2043	\$7,600,000	75.00%	\$5,700,000	21.87	\$124,640	\$124,640	\$0	\$41,547
20	2044	\$7,600,000	75.00%	\$5,700,000	22.30	\$127,133	\$127,133	\$0	\$42,378
21	2045	\$7,600,000	75.00%	\$5,700,000	22.75	\$129,676	\$129,676	\$0	\$43,225
22	2046	\$7,600,000	75.00%	\$5,700,000	23.21	\$132,269	\$132,269	\$0	\$44,090
23	2047	\$7,600,000	75.00%	\$5,700,000	23.67	\$134,915	\$134,915	\$0	\$44,972
24	2048	\$7,600,000	75.00%	\$5,700,000	24.14	\$137,613	\$137,613	\$0	\$45,871
25	2049	\$7,600,000	75.00%	\$5,700,000	24.63	\$140,365	\$140,365	\$0	\$46,788
26	2050	\$7,600,000	75.00%	\$5,700,000	25.12	\$143,173	\$143,173	\$0	\$47,724
27	2051	\$7,600,000	75.00%	\$5,700,000	25.62	\$146,036	\$146,036	\$0	\$48,679
28	2052	\$7,600,000	75.00%	\$5,700,000	26.13	\$148,957	\$148,957	\$0	\$49,652
29	2053	\$7,600,000	75.00%	\$5,700,000	26.66	\$151,936	\$151,936	\$0	\$50,645
30	2054	\$7,600,000	75.00%	\$5,700,000	27.19	\$154,975	\$154,975	\$0	\$51,658
30 Year TIF Total		\$228,000,000		\$171,000,000		\$3,540,301	\$3,540,301	\$0	\$1,180,100
30 Year Average		\$7,600,000		\$5,700,000		\$118,010	\$118,010		\$39,337

City of Portland - TIF Model
Prosperity Place - on City Property at the Barron Center
[Using a portion of CBL 259-B-001](#)
6/24/2025
OAV as of 3/30/2025: \$0
75% Capture Rate for 30 Years

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: Prosperity Place TIF Model							
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	2025	\$7,600,000	\$5,700,000	\$0	\$11,200	\$2,283	\$13,483
2	2026	\$7,600,000	\$5,700,000	\$0	\$11,200	\$2,283	\$13,483
3	2027	\$7,600,000	\$5,700,000	\$0	\$11,200	\$2,283	\$13,483
4	2028	\$7,600,000	\$5,700,000	\$12,578	\$11,200	\$2,283	\$26,061
5	2029	\$7,600,000	\$5,700,000	\$25,156	\$11,200	\$2,283	\$38,639
6	2030	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
7	2031	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
8	2032	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
9	2033	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
10	2034	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
11	2035	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
12	2036	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
13	2037	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
14	2038	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
15	2039	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
16	2040	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
17	2041	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
18	2042	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
19	2043	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
20	2044	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
21	2045	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
22	2046	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
23	2047	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
24	2048	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
25	2049	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
26	2050	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
27	2051	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
28	2052	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
29	2053	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
30	2054	\$7,600,000	\$5,700,000	\$37,734	\$11,200	\$2,283	\$51,217
30 Year TIF Total		\$228,000,000	\$171,000,000	\$981,084	\$336,003	\$68,482	\$1,385,569
30 Year Average		\$7,600,000	\$5,700,000	\$32,703	\$11,200	\$2,283	\$46,186

Google Maps



Imagery ©2025 Google, Map data ©2025 500 ft



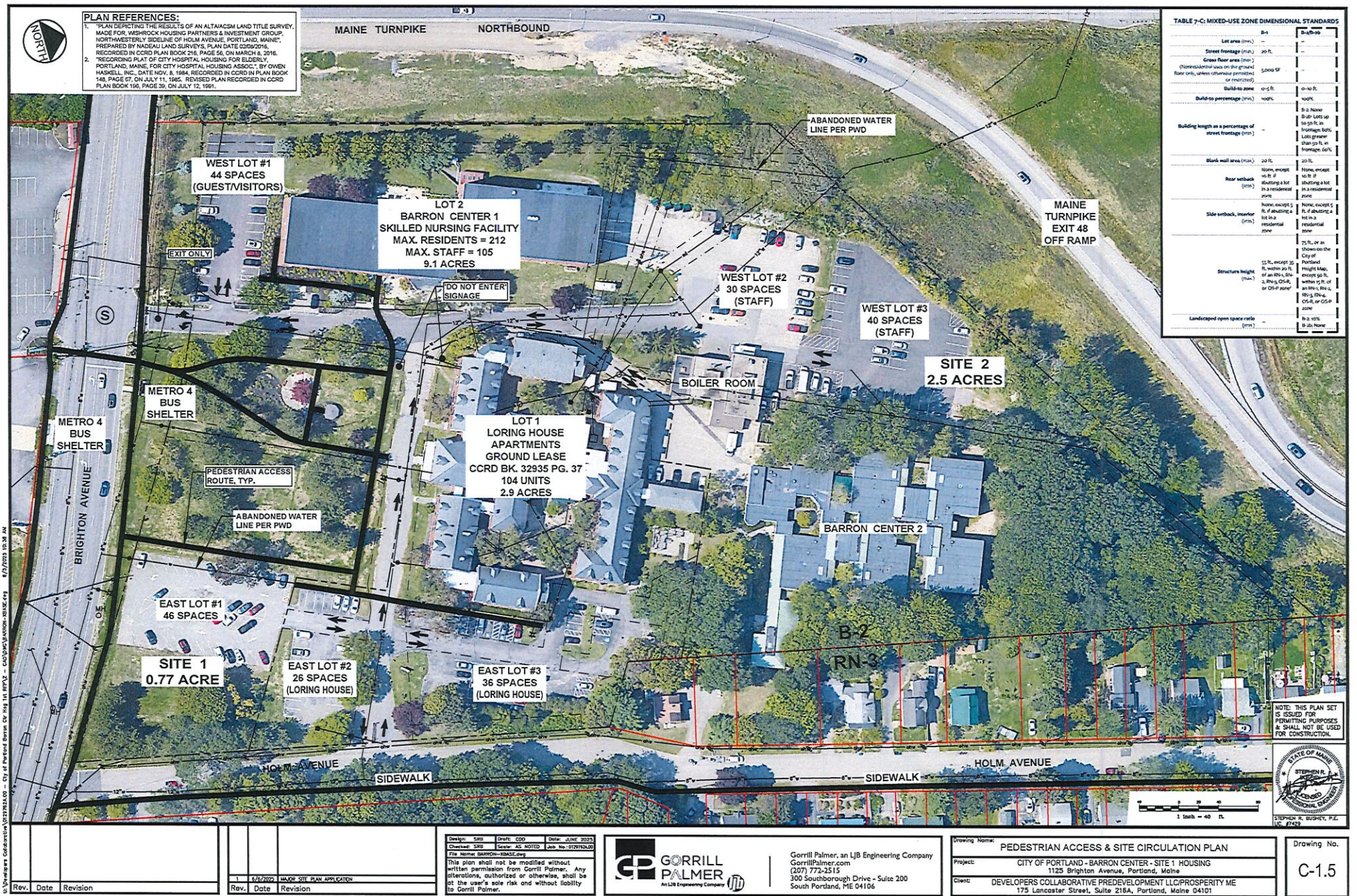
EXHIBIT A

GIS Sketch of Barron Center Campus and Vicinity
October 17, 2024 1" = 100'



CITY OF PORTLAND, MAINE
 DEPT. OF PUBLIC WORKS
 212 Canal Rd Suite B PORTLAND, MAINE 04101
 PHONE (207) 874-8846 FAX (207) 874-8852





Project:
1145 Brighton Ave

1145 Brighton Ave,
Portland, ME 04102

Owner/Client:
INPUT CLIENT

INPUT CLIENT ADDRESS

Stamp:

Consultant:

Issuance:

PLANNING BOARD

Revisions:

1ST FLOOR PLAN

Scale: 1/8" = 1'-0"

05/28/2025

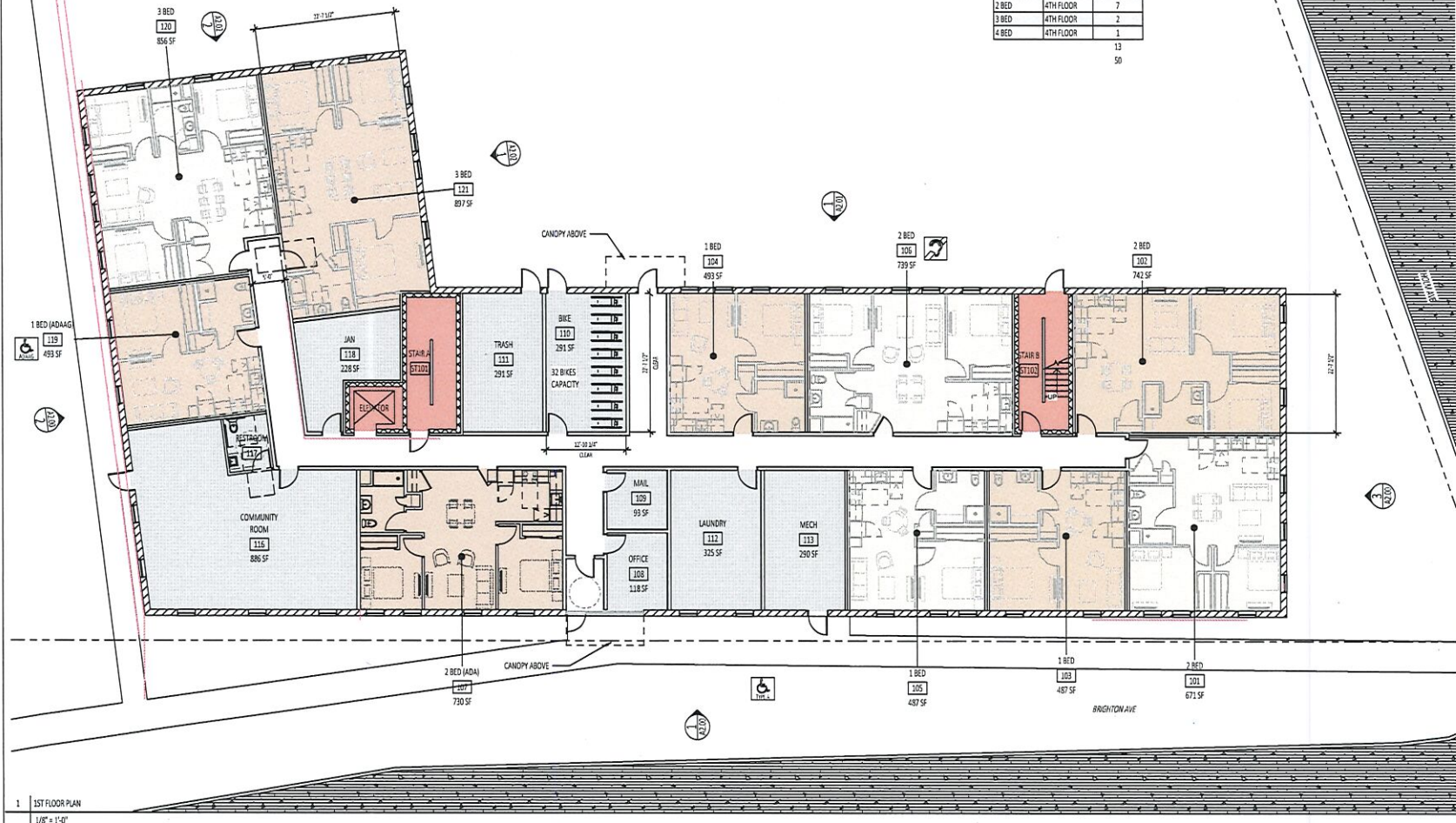
A1.00

GROSS BUILDING AREA		BEDROOM - UNIT MIX			BEDROOM - UNIT MIX BY LEVEL		
LEVEL	GSF	Unit Mix	COUNT	UNIT MIX	Unit Mix	Level	COUNT
1ST FLOOR	11775 SF	1 BED	15	30%	1 BED	1ST FLOOR	4
2ND FLOOR	11775 SF	2 BED	25	50%	2 BED	1ST FLOOR	4
3RD FLOOR	11775 SF	3 BED	8	16%	3 BED	1ST FLOOR	2
4TH FLOOR	11748 SF	4 BED	2	4%			10
TOTAL	47073 SF		50	100%			

1 BED	2ND FLOOR	5
2 BED	2ND FLOOR	7
3 BED	2ND FLOOR	2
		14

1 BED	3RD FLOOR	3
2 BED	3RD FLOOR	7
3 BED	3RD FLOOR	2
4 BED	3RD FLOOR	1
		13

1 BED	4TH FLOOR	3
2 BED	4TH FLOOR	7
3 BED	4TH FLOOR	2
4 BED	4TH FLOOR	1
		13



Project:
1145 Brighton Ave

1145 Brighton Ave,
Portland, ME 04102

Owner/Client:
INPUT CLIENT

INPUT CLIENT ADDRESS

Stamp:

Consultant:

Issuance:

PLANNING BOARD

Revisions:

2ND FLOOR PLAN

Scale: 1/8" = 1'-0"

05/28/2025

A1.01

GROSS BUILDING AREA		BEDROOM - UNIT MIX			BEDROOM - UNIT MIX BY LEVEL		
LEVEL	Gsf	Unit Mix	COUNT	UNIT MIX	Unit Mix	Level	COUNT
1ST FLOOR	11775 SF	1 BED	15	30%	1 BED	1ST FLOOR	4
2ND FLOOR	11775 SF	2 BED	25	50%	2 BED	1ST FLOOR	4
3RD FLOOR	11775 SF	3 BED	8	16%	3 BED	1ST FLOOR	2
4TH FLOOR	11748 SF	4 BED	2	4%			10
TOTAL	47073 SF		50	100%	1 BED	2ND FLOOR	5
					2 BED	2ND FLOOR	7
					3 BED	2ND FLOOR	2
							14
					1 BED	3RD FLOOR	3
					2 BED	3RD FLOOR	7
					3 BED	3RD FLOOR	2
					4 BED	3RD FLOOR	1
							13
					1 BED	4TH FLOOR	3
					2 BED	4TH FLOOR	7
					3 BED	4TH FLOOR	2
					4 BED	4TH FLOOR	1
							13
							50



1. 2ND FLOOR PLAN
1/8" = 1'-0"

Project:

1145 Brighton Ave

1145 Brighton Ave,
Portland, ME 04102

Owner/Client:

INPUT CLIENT

INPUT CLIENT ADDRESS

Stamp:

Consultant:

Issuance:

PLANNING BOARD

Revisions:

3RD FLOOR PLAN

Scale: 1/8" = 1'-0"

05/28/2025

A1.02

GROSS BUILDING AREA		BEDROOM - UNIT MIX			BEDROOM - UNIT MIX BY LEVEL		
LEVEL	GSF	Unit Matrix	COUNT	UNIT MIX	Unit Matrix	Level	COUNT
1ST FLOOR	11775 SF	1 BED	15	30%	1 BED	1ST FLOOR	4
2ND FLOOR	11775 SF	2 BED	25	50%	2 BED	1ST FLOOR	4
3RD FLOOR	11775 SF	3 BED	8	16%	3 BED	1ST FLOOR	2
4TH FLOOR	11748 SF	4 BED	2	4%			10
TOTAL	47073 SF		50	100%			

1 BED	2ND FLOOR	5
2 BED	2ND FLOOR	7
3 BED	2ND FLOOR	2
		14

1 BED	3RD FLOOR	3
2 BED	3RD FLOOR	7
3 BED	3RD FLOOR	2
4 BED	3RD FLOOR	1
		13

1 BED	4TH FLOOR	3
2 BED	4TH FLOOR	7
3 BED	4TH FLOOR	2
4 BED	4TH FLOOR	1
		13
		50



1 3RD FLOOR PLAN
1/8" = 1'-0"

Project:

1145 Brighton Ave

1145 Brighton Ave,
Portland, ME 04102

Owner/Client:

INPUT CLIENT

INPUT CLIENT ADDRESS

Stamp:

Consultant:

Issuance:

PLANNING BOARD

Revisions:

4TH FLOOR PLAN

Scale: 1/8" = 1'-0"

05/28/2025

A1.03

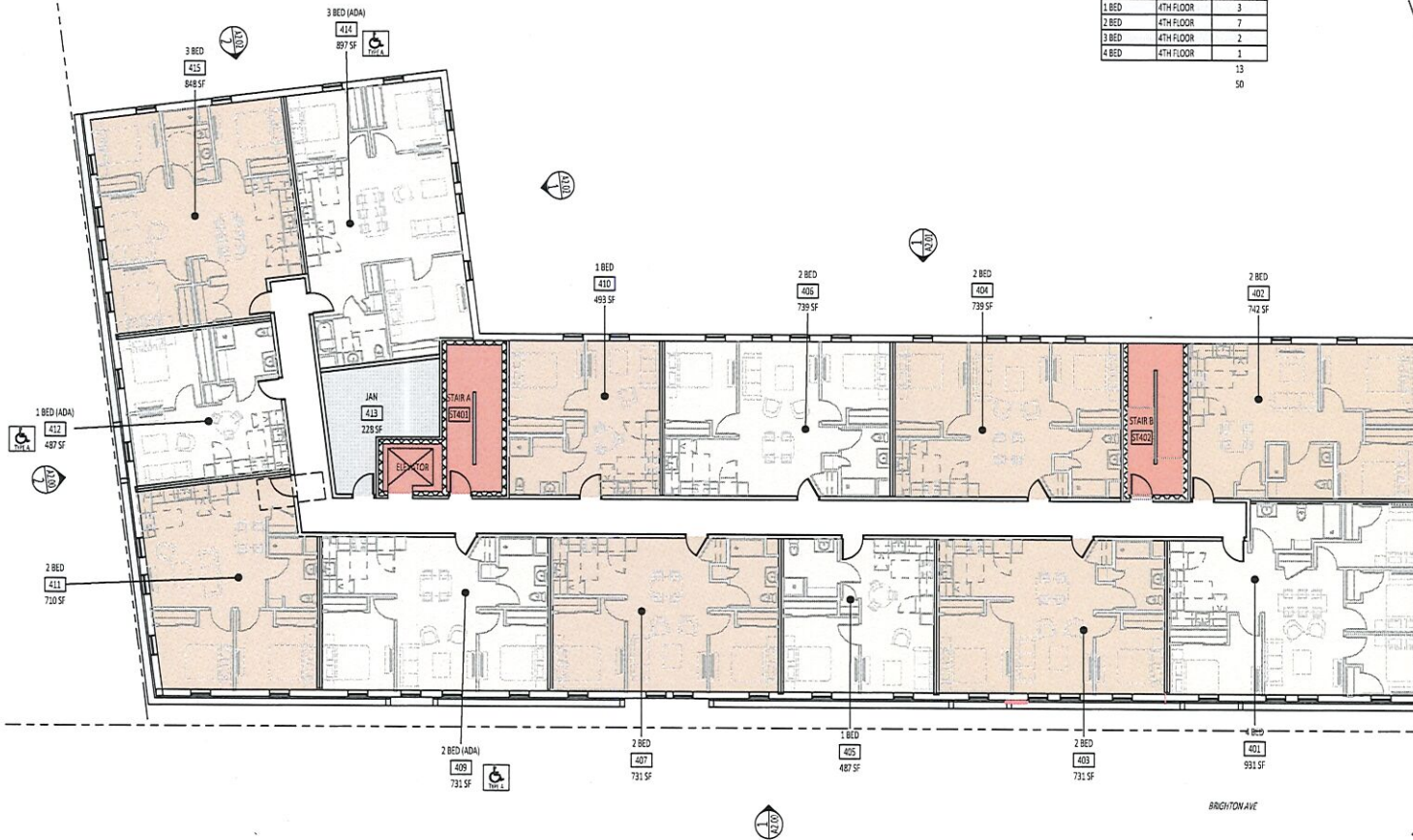
GROSS BUILDING AREA	
LEVEL	GSF
1ST FLOOR	11775 SF
2ND FLOOR	11775 SF
3RD FLOOR	11775 SF
4TH FLOOR	11748 SF
TOTAL	47073 SF

BEDROOM - UNIT MIX		
Unit Matrix	COUNT	UNIT MIX
1 BED	15	30%
2 BED	25	50%
3 BED	8	16%
4 BED	2	4%
TOTAL	50	100%

BEDROOM - UNIT MIX BY LEVEL		
Unit Matrix	Level	COUNT
1 BED	1ST FLOOR	4
2 BED	1ST FLOOR	4
3 BED	1ST FLOOR	2
		10
1 BED	2ND FLOOR	5
2 BED	2ND FLOOR	7
3 BED	2ND FLOOR	2
		14

1 BED	3RD FLOOR	3
2 BED	3RD FLOOR	7
3 BED	3RD FLOOR	2
4 BED	3RD FLOOR	1
		13

1 BED	4TH FLOOR	3
2 BED	4TH FLOOR	7
3 BED	4TH FLOOR	2
4 BED	4TH FLOOR	1
		13
		50



1 4TH FLOOR PLAN
1/8" = 1'-0"



architecture
invivid

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: 1125 Brighton Ave/Prosperity Maine (w/Developers Collaborative)
Date: 7/7/25

Prosperity Maine (PM), the non-profit sponsor of 1125 Brighton Ave, requests a 75% TIF for 30 years for the proposed new construction of a 50 unit rental housing development. The value of the requested 30 year, 75% TIF is \$3,692,417, which is a subsidy of \$51,284 per unit.

The site is currently a parking lot for the Barron Center nursing facility. The development rights were awarded to this team by the City in a competitive process.

The 50 housing units will serve a mixed income population, serving households from 30% to 80% of AMI. Unit sizes will range from 1 bedroom to 4 bedrooms. PM will set aside 30% of the units for referrals from Portland's Social Services Department, supported in part by 10 Project Based Vouchers requested from Maine Housing.

Developers Collaborative (DC) is serving as the fee developer for this housing project, and will not have an ownership stake in the project. DC will provide property management services and resident services as required by Maine Housing.

Sources and Uses

See attached development budget for Sources and Uses statement.

PM/DC plan to submit an application for 9% LIHTC in September, along with a request for mortgage financing and 10 Project Based Vouchers for high need households. PM/DC are also applying for AHP financing in July.

While PM as a corporate entity does not have a track record as a developer of residential real estate, the fee developer, Developers Collaborative, is a regular successful applicant for LIHTC. DC has played a similar role as development consultant for YFO in 2024 and for Equality Community Center in 2023. Developers Collaborative has an impressive success rate in 9% applications.

PM/DC has a letter of interest from Evernorth syndicator dated 6/23/25 at \$.84. They have also submitted a letter of interest from a local bank which is familiar with DC's success serving as development consultant for non-profit sponsors, about considering a loan to the project.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

Construction costs are based on a conceptual budget with trades break down provided by Penobscot dated 6/18/25. (Trade breakdown is preferable to a cost per square foot estimate.) The hard costs per unit are \$334,614 which includes a 7% contingency.

Soft Costs:

Soft costs are moderate and within industry standard. Developer fee (paid to Developers Collaborative) is \$750,000, the Maine Housing cap for funded developer fee. This is on the slim side of a reasonable developer's fee by industry standards, 3.85% of total development costs, excluding reserves and developer fee. However, Developers Collaborative, with no ownership stake, has limited risk associated with this project.

Contingency:

Hard cost contingency is carried primarily in the development budget at 7%. This is above what *was* the industry standard 5% -- in less volatile times. The Penobscot estimate also includes a 2% estimating contingency. As with each project in this round, this project is vulnerable to continued construction cost inflation, the relatively early stage of predevelopment, continued high level of economic uncertainty, and persistent inflationary pressures in the construction industry. This level of contingency provides some protection from further delays due to rising costs.

Soft cost contingency is \$50,000, which is 1% of soft costs. This is extremely low, especially for this early stage of project development. This concern is partially mitigated by the PM's significant cash position (see below), which demonstrates some capacity to cover unexpected costs.

Acquisition:

Development rights to the site are being acquired for \$75,000, or \$1,500 per unit. No appraisal has been submitted. The \$75,000 price is clearly well below the market value of the site. The reduced acquisition price is an important part of the City's total subsidy support for the project.

Operating Budget & 20 Year Cashflow Projection

Project Income:

See the attached operating pro forma for rent detail by unit size and household AMI. The operating budget anticipates charging the maximum allowable LIHTC rents at each income level. For the two 4-bedroom units, this is higher than Maine Housing stated maximum of 3 bedroom rent + \$50 per additional bedroom. Since there are only two 4-bedroom units, this has a minimal impact on the operating pro forma.

Operating Expense

The operating pro forma reflects a per unit operating cost of \$10,164, which appears high. However, of that, \$2,427 per unit is real estate taxes, leaving \$7,737 for other operating expenses which is reasonable in this cost environment.

Supportive services are budgeted at \$520/unit, which is designed to meet the Maine Housing minimum level of services. Deeper services and more extensive programming will be provided by Prosperity Maine from their existing funding streams.

30 Year Cashflow & Debt Service Coverage Ratio (DSCR)

With a 75% TIF, the DSCR meets the Maine Housing target of 1.15 in year one.

Owner Financials

Prosperity Maine is a non-profit which has been serving the immigrant and refugee community since 2008. Relative to many non-profit service providers, PM has exceptional financial strength, with Net Assets of over \$3.8 million per their 2023 audit and \$4,162,406 on their (unaudited) 12/31/24 management statements. However, with the end of pandemic related funding, PM faces a new chapter. In 2023, PM managed to increase net assets at the same time it was experiencing reduced operating income, which is typically a challenge. Also, while PM is very well versed in the housing struggles of new Mainers and the resources to support them, **ownership** of multifamily housing is a new line of business. The Board of Directors has a strong mix of professions including a lawyer, local business leaders, and affordable housing expertise to support the expansion into an affordable housing owner/operator.

PM has submitted audits covering 2021 – 2023. Over this tumultuous period, PM has more than doubled its net assets. Its Current Ratio (current assets divided by current liabilities) was a satisfactory 2.2 as of 12/31/23. We have not received a 2024 audit, but current management financials show continued growth in net assets, despite post-pandemic era reductions in program income, and an improved Current Ratio of 3.6.

PM's submitted audits are unqualified and the 2023 audit includes no "material weaknesses." However, the 2023 audit includes a "significant deficiency" in internal controls regarding tracking of restricted assets. The 2022 audit includes 4 material weaknesses and 2 significant deficiencies, including the tracking of restricted assets -- which was the only deficiency in 2023.

All material weaknesses and significant deficiencies are considered "resolved" by the auditor, and there was clearly significant improvement in internal controls from '22 to '23. On balance, the lapses in internal controls understated PM's financial assets. However, ownership and operation of affordable housing is a highly regulated industry with demanding requirements for financial management and documentation of compliance with federal regulations. It will be important for PM to implement solid internal controls and receive clean audits moving forward.

Recommendations

The developer must at minimum meet three primary criteria for an AHTIF approval:

1. Community Need: "...site specific AHTIF designations must address an identified community need."

PM/DC proposes new construction on an underutilized parking lot, serving 50 households from 30-80% AM. Affordable housing is identified as a community need in Portland's Plan 2030 and the City Council's 2025 Common Goals

2. Financial Necessity: "The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed."

The financial projections demonstrate that a 75% TIF will be necessary for the project to proceed. The TIF functions to support the cashflow of the project and demonstrates a cashflow cushion to the mortgage lender to meet the lender's underwriting standards, in this case Maine Housing's requirement of 1.15 DSCR in year 1.

3. Financial Capacity: "The applicant must demonstrate financial capacity to support their project."

PM has demonstrated the financial capacity to support the project through their strong cash position (see Developer Financials above), organizational track record, and appropriate Board expertise for expansion into housing ownership.

This proposed development makes good use of an underutilized site, by a development team with the development experience to make the project successful.

I recommend a 75% TIF for a maximum of 30 years.

Prior to closing, satisfactory review of:

1. Market Study supporting demand the 80% rent levels;
2. Updated development and operating budgets;
3. Current management financial statements and the most recent PM audit available at the time of closing, evidencing that PM has the funds in hand to cover their budgeted owner contribution, if any, and sufficient capital available to address potential unexpected costs;
4. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Project Operating Pro Forma

Date July 7, 2025
 Project Name Brighton Ave
 Project Address _____
 Developer/Sponsor Prosperity Maine (w/Developers Collaborative)

Rental Income

Maximum LIHTC Rents

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
1 BR	3		0	30%	\$730	\$105		\$625	#DIV/0!	\$1,875	\$22,500
1 BR	7		0	50%	\$1,217	\$105		\$1,112	#DIV/0!	\$7,784	\$93,408
1 BR	4		0	60%	\$1,461	\$105		\$1,356	#DIV/0!	\$5,424	\$65,088
1 BR	1		0	80%	\$1,948	\$105		\$1,843	#DIV/0!	\$1,843	\$22,116
2 BR	5		0	30%	\$876	\$121		\$755	#DIV/0!	\$3,775	\$45,300
2 BR	10		0	50%	\$1,461	\$121		\$1,340	#DIV/0!	\$13,400	\$160,800
2 BR	9		0	60%	\$1,753	\$121		\$1,632	#DIV/0!	\$14,688	\$176,256
2 BR	1		0	80%	\$2,338	\$121		\$2,217	#DIV/0!	\$2,217	\$26,604
3 BR	2		0	30%	\$1,012	\$139		\$873	#DIV/0!	\$1,746	\$20,952
3 BR	3		0	50%	\$1,687	\$139		\$1,548	#DIV/0!	\$4,644	\$55,728
3 BR	2		0	60%	\$2,025	\$139		\$1,886	#DIV/0!	\$3,772	\$45,264
3 BR	1		0	80%	\$2,700	\$139		\$2,561	#DIV/0!	\$2,561	\$30,732
4 BR	2		0	60%	\$2,259	\$163		\$2,096	#DIV/0!	\$4,192	\$50,304
Total:	50		0							\$67,921	\$815,052

\$13,560

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

TIF over time: year 1 75% year 11 75% year 21 75%
 Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Sch. Gross Income - Residential	\$815,052	\$16,301	\$831,353	\$847,980	\$864,940	\$882,238	\$899,883	\$917,881	\$936,239	\$954,963	\$974,063
Project Based Voucher additional income	\$133,934	\$2,679	\$136,613	\$139,345	\$142,132	\$144,974	\$147,874	\$150,831	\$153,848	\$156,925	\$160,064
Vacancy Loss 5.0%	(\$47,449)	(\$949)	(\$48,398)	(\$49,366)	(\$50,354)	(\$51,361)	(\$52,388)	(\$53,436)	(\$54,504)	(\$55,594)	(\$56,706)
Other income (laundry)	\$2,500	\$50	\$2,550	\$2,601	\$2,653	\$2,706	\$2,760	\$2,815	\$2,872	\$2,929	\$2,988
TIF (inflated at 2%) 75%	\$91,018	\$1,820	\$92,838	\$94,695	\$96,589	\$98,521	\$100,491	\$102,501	\$104,551	\$106,642	\$108,775
Effective Gross Income	\$995,054	\$19,901	\$1,014,956	\$1,035,255	\$1,055,960	\$1,077,079	\$1,098,621	\$1,120,593	\$1,143,005	\$1,165,865	\$1,189,182

Administrative											
Management Fee 16.3%	\$132,858	\$2,657	\$136,844	\$140,949	\$145,178	\$149,533	\$154,019	\$158,639	\$163,399	\$168,301	\$173,350
Management Charges 0.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense	\$1,500	\$30	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739	\$1,791	\$1,845	\$1,900	\$1,957
Legal	\$1,000	\$20	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159	\$1,194	\$1,230	\$1,267	\$1,305
Audit & Accounting	\$10,000	\$200	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
Admin Other	\$960	\$19	\$989	\$1,018	\$1,049	\$1,080	\$1,113	\$1,146	\$1,181	\$1,216	\$1,253
Total Administrative	\$146,318	\$2,926	\$150,708	\$155,229	\$159,886	\$164,682	\$169,623	\$174,711	\$179,953	\$185,351	\$190,912

Supportive Services	\$26,000	\$520	\$26,780	\$27,583	\$28,411	\$29,263	\$30,141	\$31,045	\$31,977	\$32,936	\$33,924
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Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$30,000	\$600	\$30,900	\$31,827	\$32,782	\$33,765	\$34,778	\$35,822	\$36,896	\$38,003	\$39,143
Water / Sewer	\$20,000	\$400	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$50,000	\$1,000	\$51,500	\$53,045	\$54,636	\$56,275	\$57,964	\$59,703	\$61,494	\$63,339	\$65,239

Total incl Utility Allowance

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Maintenance											
Grounds	\$23,500	\$470	\$24,205	\$24,931	\$25,679	\$26,449	\$27,243	\$28,060	\$28,902	\$29,769	\$30,662
Janitorial	\$5,000	\$100	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524
Trash Removal	\$8,000	\$160	\$8,240	\$8,487	\$8,742	\$9,004	\$9,274	\$9,552	\$9,839	\$10,134	\$10,438
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies	\$6,000	\$120	\$6,180	\$6,365	\$6,556	\$6,753	\$6,956	\$7,164	\$7,379	\$7,601	\$7,829
Maintenance		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Contracts	\$57,000	\$1,140	\$58,710	\$60,471	\$62,285	\$64,154	\$66,079	\$68,061	\$70,103	\$72,206	\$74,372
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$99,500	\$1,990	\$102,485	\$105,560	\$108,726	\$111,988	\$115,348	\$118,808	\$122,372	\$126,044	\$129,825

Taxes & Insurance												
Real Estate Taxes	2%	\$121,357	\$2,427	\$123,784	\$126,260	\$128,785	\$131,361	\$133,988	\$136,668	\$139,401	\$142,189	\$145,033
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)		\$40,000	\$800	\$41,200	\$42,436	\$43,709	\$45,020	\$46,371	\$47,762	\$49,195	\$50,671	\$52,191
Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance		\$161,357	\$3,227	\$164,984	\$168,696	\$172,494	\$176,381	\$180,359	\$184,430	\$188,596	\$192,860	\$197,224
Replacement Reserves												
		\$25,000	\$500	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619
Operating Reserves												
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses												
		\$508,175	\$10,164	\$522,207	\$536,635	\$551,471	\$566,728	\$582,416	\$598,549	\$615,138	\$632,199	\$649,743
Net Operating Income												
		\$486,879	\$9,738	\$492,749	\$498,620	\$504,488	\$510,351	\$516,205	\$522,044	\$527,866	\$533,666	\$539,440
Debt Service												
Maine Housing Interest Bearing		\$423,305	\$8,466	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305
Second Lien			\$0									
Other			\$0									
Total Debt Service (Must Pay)		\$423,305	\$8,466	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305
Cash Flow (after Must Pay Debt)												
		\$63,574	\$1,271	\$69,444	\$75,315	\$81,183	\$87,046	\$92,900	\$98,739	\$104,561	\$110,361	\$116,135
Debt Service Coverage Ratio												
		1.15		1.16	1.18	1.19	1.21	1.22	1.23	1.25	1.26	1.27
Cash Flow Debt Payments												
City of Portland	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	100.0%	\$63,574	\$1,271	\$69,444	\$75,315	\$81,183	\$87,046	\$92,900	\$98,739	\$104,561	\$110,361	\$116,135
Cash Flow Retained by Project												
Retained Cash Flow %	0%											

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$993,544	\$1,013,415	\$1,033,683	\$1,054,357	\$1,075,444	\$1,096,953	\$1,118,892	\$1,141,270	\$1,164,095	\$1,187,377
Other income (laundry)	\$163,265	\$166,530	\$169,861	\$173,258	\$176,723	\$180,258	\$183,863	\$187,540	\$191,291	\$195,117
Vacancy Loss	5.0%	(\$57,840)	(\$58,997)	(\$60,177)	(\$61,381)	(\$62,608)	(\$63,861)	(\$65,138)	(\$66,440)	(\$67,769)
Other income (laundry)	\$3,047	\$3,108	\$3,171	\$3,234	\$3,299	\$3,365	\$3,432	\$3,501	\$3,571	\$3,642
TIF	75%	\$110,950	\$113,169	\$115,433	\$117,741	\$120,096	\$122,498	\$124,948	\$127,447	\$129,996
Effective Gross Income		\$1,212,966	\$1,237,225	\$1,261,970	\$1,287,209	\$1,312,953	\$1,339,212	\$1,365,997	\$1,393,316	\$1,421,183
Administrative										
Management Fee	\$178,550	\$183,907	\$189,424	\$195,106	\$200,960	\$206,988	\$213,198	\$219,594	\$226,182	\$232,967
Management Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense	\$2,016	\$2,076	\$2,139	\$2,203	\$2,269	\$2,337	\$2,407	\$2,479	\$2,554	\$2,630
Legal	\$1,344	\$1,384	\$1,426	\$1,469	\$1,513	\$1,558	\$1,605	\$1,653	\$1,702	\$1,754
Audit & Accounting	\$13,439	\$13,842	\$14,258	\$14,685	\$15,126	\$15,580	\$16,047	\$16,528	\$17,024	\$17,535
Admin Other	\$1,290	\$1,329	\$1,369	\$1,410	\$1,452	\$1,496	\$1,541	\$1,587	\$1,634	\$1,683
Total Administrative	\$196,639	\$202,538	\$208,614	\$214,873	\$221,319	\$227,959	\$234,797	\$241,841	\$249,097	\$256,569
Supportive Services										
	\$34,942	\$35,990	\$37,070	\$38,182	\$39,327	\$40,507	\$41,722	\$42,974	\$44,263	\$45,591
Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$40,317	\$41,527	\$42,773	\$44,056	\$45,378	\$46,739	\$48,141	\$49,585	\$51,073	\$52,605
Water / Sewer	\$26,878	\$27,685	\$28,515	\$29,371	\$30,252	\$31,159	\$32,094	\$33,057	\$34,049	\$35,070
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$67,196	\$69,212	\$71,288	\$73,427	\$75,629	\$77,898	\$80,235	\$82,642	\$85,122	\$87,675
Maintenance										
Janitorial	\$31,582	\$32,529	\$33,505	\$34,511	\$35,546	\$36,612	\$37,711	\$38,842	\$40,007	\$41,207
Exterminating	\$6,720	\$6,921	\$7,129	\$7,343	\$7,563	\$7,790	\$8,024	\$8,264	\$8,512	\$8,768
Trash Removal	\$10,751	\$11,074	\$11,406	\$11,748	\$12,101	\$12,464	\$12,838	\$13,223	\$13,619	\$14,028
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$8,063	\$8,305	\$8,555	\$8,811	\$9,076	\$9,348	\$9,628	\$9,917	\$10,215	\$10,521
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elevator, HVAC, pool contracts	\$76,603	\$78,901	\$81,268	\$83,706	\$86,218	\$88,804	\$91,468	\$94,212	\$97,039	\$99,950
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$133,720	\$137,731	\$141,863	\$146,119	\$150,503	\$155,018	\$159,668	\$164,458	\$169,392	\$174,474

Taxes & Insurance										
Real Estate Taxes or PILOT	\$147,934	\$150,892	\$153,910	\$156,988	\$160,128	\$163,331	\$166,597	\$169,929	\$173,328	\$176,794
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$53,757	\$55,369	\$57,030	\$58,741	\$60,504	\$62,319	\$64,188	\$66,114	\$68,097	\$70,140
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$201,690	\$206,262	\$210,940	\$215,730	\$220,632	\$225,649	\$230,785	\$236,043	\$241,425	\$246,934
Replacement Reserves										
Replacement Reserves	\$33,598	\$34,606	\$35,644	\$36,713	\$37,815	\$38,949	\$40,118	\$41,321	\$42,561	\$43,838
Operating Reserves										
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses										
Total Expenses	\$667,785	\$686,339	\$705,420	\$725,043	\$745,225	\$765,980	\$787,326	\$809,280	\$831,859	\$855,082
Net Operating Income										
Net Operating Income	\$545,181	\$550,886	\$556,550	\$562,166	\$567,728	\$573,232	\$578,670	\$584,036	\$589,323	\$594,525
Debt Service										
Maine Housing Interest Bearing	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305
Second Lien										
Other										
Total Debt Service (Must Pay)	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305
Cash Flow (after Must Pay Debt)										
Cash Flow (after Must Pay Debt)	\$121,876	\$127,581	\$133,245	\$138,861	\$144,423	\$149,927	\$155,365	\$160,731	\$166,018	\$171,220
Debt Service Coverage Ratio										
Debt Service Coverage Ratio	1.29	1.30	1.31	1.33	1.34	1.35	1.37	1.38	1.39	1.40
Cash Flow Debt Payments										
City of Portland	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	100.0%	\$121,876	\$127,581	\$133,245	\$138,861	\$144,423	\$149,927	\$155,365	\$160,731	\$166,018
Cash Flow Retained by Project										
Cash Flow Retained by Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retained Cash Flow %										
Retained Cash Flow %	0%	\$1,149,989			\$1,566,517					

	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Income										
Sch. Gross Income - Residential	\$1,211,124	\$1,235,347	\$1,260,054	\$1,285,255	\$1,310,960	\$1,337,179	\$1,363,923	\$1,391,201	\$1,419,025	\$1,447,406
Other income (laundry)	\$199,019	\$202,999	\$207,059	\$211,200	\$215,424	\$219,733	\$224,128	\$228,610	\$233,182	\$237,846
Vacancy Loss	(\$70,507)	(\$71,917)	(\$73,356)	(\$74,823)	(\$76,319)	(\$77,846)	(\$79,403)	(\$80,991)	(\$82,610)	(\$84,263)
Other income (laundry)	\$3,715	\$3,789	\$3,865	\$3,942	\$4,021	\$4,102	\$4,184	\$4,267	\$4,353	\$4,440
TIF 75%	\$135,248	\$137,953	\$140,712	\$143,526	\$146,396	\$149,324	\$152,311	\$155,357	\$158,464	\$161,633
Effective Gross Income	\$1,478,599	\$1,508,171	\$1,538,334	\$1,569,101	\$1,600,483	\$1,632,492	\$1,665,142	\$1,698,445	\$1,732,414	\$1,767,062

Administrative										
Management Fee	\$239,956	\$247,155	\$254,570	\$262,207	\$270,073	\$278,175	\$286,520	\$295,116	\$303,969	\$313,089
Management Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense	\$2,709	\$2,790	\$2,874	\$2,960	\$3,049	\$3,141	\$3,235	\$3,332	\$3,432	\$3,535
Legal	\$1,806	\$1,860	\$1,916	\$1,974	\$2,033	\$2,094	\$2,157	\$2,221	\$2,288	\$2,357
Audit & Accounting	\$18,061	\$18,603	\$19,161	\$19,736	\$20,328	\$20,938	\$21,566	\$22,213	\$22,879	\$23,566
Admin Other	\$1,734	\$1,786	\$1,839	\$1,895	\$1,951	\$2,010	\$2,070	\$2,132	\$2,196	\$2,262
Total Administrative	\$264,267	\$272,195	\$280,360	\$288,771	\$297,434	\$306,357	\$315,548	\$325,015	\$334,765	\$344,808

Supportive Services	\$46,959	\$48,368	\$49,819	\$51,313	\$52,853	\$54,438	\$56,071	\$57,754	\$59,486	\$61,271
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Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$54,183	\$55,809	\$57,483	\$59,208	\$60,984	\$62,813	\$64,698	\$66,639	\$68,638	\$70,697
Water / Sewer	\$36,122	\$37,206	\$38,322	\$39,472	\$40,656	\$41,876	\$43,132	\$44,426	\$45,759	\$47,131
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$90,306	\$93,015	\$95,805	\$98,679	\$101,640	\$104,689	\$107,830	\$111,064	\$114,396	\$117,828

Maintenance	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Janitorial	\$42,444	\$43,717	\$45,028	\$46,379	\$47,771	\$49,204	\$50,680	\$52,200	\$53,766	\$55,379
Exterminating	\$9,031	\$9,301	\$9,581	\$9,868	\$10,164	\$10,469	\$10,783	\$11,106	\$11,440	\$11,783
Trash Removal	\$14,449	\$14,882	\$15,329	\$15,789	\$16,262	\$16,750	\$17,253	\$17,770	\$18,303	\$18,853
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$10,837	\$11,162	\$11,497	\$11,842	\$12,197	\$12,563	\$12,940	\$13,328	\$13,728	\$14,139
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elevator, HVAC, pool contracts	\$102,948	\$106,037	\$109,218	\$112,494	\$115,869	\$119,345	\$122,926	\$126,613	\$130,412	\$134,324
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$179,708	\$185,099	\$190,652	\$196,372	\$202,263	\$208,331	\$214,581	\$221,018	\$227,649	\$234,478

Taxes & Insurance										
Real Estate Taxes or PILOT	\$180,330	\$183,937	\$187,615	\$191,368	\$195,195	\$199,099	\$203,081	\$207,143	\$211,285	\$215,511
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$72,244	\$74,412	\$76,644	\$78,943	\$81,312	\$83,751	\$86,264	\$88,852	\$91,517	\$94,263
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$252,575	\$258,349	\$264,260	\$270,311	\$276,507	\$282,850	\$289,345	\$295,994	\$302,803	\$309,774
Replacement Reserves										
Replacement Reserves	\$45,153	\$46,507	\$47,903	\$49,340	\$50,820	\$52,344	\$53,915	\$55,532	\$57,198	\$58,914
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses										
Total Expenses	\$878,966	\$903,532	\$928,799	\$954,787	\$981,516	\$1,009,010	\$1,037,289	\$1,066,377	\$1,096,297	\$1,127,073
Net Operating Income										
Net Operating Income	\$599,632	\$604,638	\$609,535	\$614,314	\$618,966	\$623,482	\$627,853	\$632,068	\$636,117	\$639,989
Debt Service										
Maine Housing Interest Bearing	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305
Second Lien										
Other										
Total Debt Service (Must Pay)	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305	\$423,305
Cash Flow (after Must Pay Debt)										
Cash Flow (after Must Pay Debt)	\$176,327	\$181,333	\$186,230	\$191,009	\$195,661	\$200,177	\$204,548	\$208,763	\$212,812	\$216,684
Debt Service Coverage Ratio										
Debt Service Coverage Ratio	1.42	1.43	1.44	1.45	1.46	1.47	1.48	1.49	1.50	1.51
Debt Payments										
City of Portland	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	\$176,327	\$181,333	\$186,230	\$191,009	\$195,661	\$200,177	\$204,548	\$208,763	\$212,812	\$216,684
Cash Flow Retained by Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Flow %

Development Budget with Permanent Sources

Date 6/20/2025
Project Name _____
Project Address Brighton Ave
Developer/Sponsor Prosperity Maine (w/Developers Collaborative)

Total Units 50
Total Square Feet 47,073

	Initial Application Values			6.20.25 Submission w/Clarification			Change	
	Total	Per Unit	Per Sq Ft	Total	Per Unit	Per Sq Ft	Application to Reservation	
Sources of Funds								
Permanent Financing - Maine Housing 1st Lien, Interest Only	\$7,055,090	\$141,102	\$150	\$7,054,859	\$141,097	\$150	\$ (231)	0%
Permanent Financing - Maine Housing 0%, fully deferred	\$3,000,000	\$60,000	\$64	\$3,000,000	\$60,000	\$64	\$ -	0%
Equity (LIHTC/tenant contributions)	\$10,080,100	\$201,602	\$214	\$10,080,100	\$201,602	\$214	\$ -	0%
Deferred development fee	\$0	\$0	\$0		\$0	\$0		
AHP Capital Advance	\$850,000	\$17,000	\$18	\$850,000	\$17,000	\$18	\$ -	0%
Other		\$0	\$0		\$0	\$0		
Total Sources of Funds	\$20,985,190	\$419,704	\$446	\$20,984,959	\$419,699	\$446	\$ (231)	0%

Uses of Funds

Hard Costs								
Site Improvements	\$750,000	\$15,000	\$16	\$1,150,000	\$23,000	\$24	\$ 400,000	53%
Rehabilitation		\$0	\$0		\$0	\$0		
New Construction	\$14,720,168	\$294,403	\$313	\$12,427,567	\$248,551	\$264	\$ (2,292,601)	-16%
Contractor's Profit, Overhead, & Gen. Requirements 10.8%	\$375,000	\$7,500	\$8	\$1,462,825	\$29,257	\$31	\$ 1,087,825	290%
Hazardous Materials abatement (if contracted separately)		\$0	\$0		\$0	\$0		
Demolition Cost (if contracted separately)		\$0	\$0		\$0	\$0		
Bond Premium	\$90,000	\$1,800	\$2	\$246,957	\$4,939	\$5	\$ 156,957	174%
Other: Solar		\$0	\$0	\$350,000	\$7,000	\$7	\$ 350,000	#DIV/0!
Hard Cost Contingency (% of hard costs) 7.0%	\$796,758	\$15,935	\$17	\$1,093,370	\$21,867	\$23	\$ 296,612	37%
Total Hard Costs	\$16,731,926	\$334,639	\$355	\$16,730,719	\$334,614	\$355	\$ (1,207)	0%

Soft Costs								
Building Permit & Fees	\$258,125	\$5,163	\$5	\$258,125	\$5,163	\$5	\$ -	0%
Survey & Engineering	\$105,000	\$2,100	\$2	\$105,000	\$2,100	\$2	\$ -	0%
Design & Permitting (% of const exp) 3.5%	\$457,500	\$9,150	\$10	\$457,500	\$9,150	\$10	\$ -	0%
Borrower Legal (all closings, excluding syndication legal)	\$70,000	\$1,400	\$1	\$70,000	\$1,400	\$1	\$ -	0%
Title & Recording	\$20,000	\$400	\$0	\$20,000	\$400	\$0	\$ -	0%
Accounting	\$10,000	\$200	\$0	\$10,000	\$200	\$0	\$ -	0%
Construction Period Taxes	\$30,000	\$600	\$1	\$30,000	\$600	\$1	\$ -	0%
Construction Period Insurance	\$80,000	\$1,600	\$2	\$80,000	\$1,600	\$2	\$ -	0%
Other: FF&E, Security	\$20,000	\$400	\$0	\$20,000	\$400	\$0	\$ -	0%
Other		\$0	\$0		\$0	\$0		
Total Soft Costs	\$1,050,625	\$21,013	\$22	\$1,050,625	\$21,013	\$22	\$ -	0%

Financing Costs

Construction Loan Origination Fees	\$312,000	\$6,240	\$7
Construction Period Interest	\$800,000	\$16,000	\$17
Lender Inspection Fees	\$35,000	\$700	\$1
Letter of Credit Fee	\$20,000	\$400	\$0
Permanent Loan Fee	\$144,102	\$2,882	\$3
Construction Lender Legal	\$30,000	\$600	\$1
Other		\$0	\$0
Total Financing Costs	\$1,341,102	\$26,822	\$28

\$312,000	\$6,240	\$7
\$800,000	\$16,000	\$17
\$35,000	\$700	\$1
\$20,000	\$400	\$0
\$144,097	\$2,882	\$3
\$30,000	\$600	\$1
	\$0	\$0
\$1,341,097	\$26,822	\$28

\$	-	0%
\$	-	0%
\$	-	0%
\$	-	0%
\$	(5)	0%
\$	-	0%
\$	(5)	0%

Miscellaneous

Market Survey	\$7,800	\$156	\$0
Appraisal	\$8,500	\$170	\$0
Environmental Study	\$5,000	\$100	\$0
LIHTC Fees -- prepaid monitoring	\$144,500	\$2,890	\$3
Other: Commissioning		\$0	\$0
Relocation Costs		\$0	\$0
Other	\$43,500	\$870	\$1
Soft Cost Contingency (% of soft costs excl Dev Fee)	1.92%	\$50,000	\$1,000
Total Miscellaneous:	\$259,300	\$5,186	\$34

\$7,800	\$156	\$0
\$8,500	\$170	\$0
\$10,000	\$200	\$0
\$144,500	\$2,890	\$3
	\$0	\$0
	\$0	\$0
\$43,500	\$870	\$1
\$50,000	\$1,000	\$1
\$264,300	\$5,286	\$34

\$	-	0%
\$	-	0%
\$	5,000	100%
\$	-	0%
\$	-	0%
\$	-	0%
\$	5,000	2%

Acquisition

Acquisition: Buildings		\$0	\$0
Acquisition: Land	\$75,000	\$1,500	\$2
Acquisition: Legal		\$0	\$0
Other		\$0	\$0
Total Acquisition	\$75,000	\$1,500	\$2

	\$0	\$0
\$75,000	\$1,500	\$2
	\$0	\$0
	\$0	\$0
\$75,000	\$1,500	\$2

\$	-	0%
\$	-	0%

Reserves and Developer Fee

Operating Deficit Escrow	\$455,440	\$9,109	\$10
Prefunded Replacement Reserve	\$151,852	\$3,037	\$3
Taxes & Insurance Escrow	\$94,945	\$1,899	\$2
Developer Overhead	\$500,000	\$10,000	\$11
Developer Profit	\$250,000	\$5,000	\$5
Rent Up Reserve & Marketing	\$50,000	\$1,000	\$1
Other Organizational Legal/Partnership	\$25,000	\$500	\$1
Total Reserves and Developer Fee	\$1,527,237	\$30,545	\$32

\$455,433	\$9,109	\$10
\$147,840	\$2,957	\$3
\$94,945	\$1,899	\$2
\$500,000	\$10,000	\$11
\$250,000	\$5,000	\$5
\$50,000	\$1,000	\$1
\$25,000	\$500	\$1
\$1,523,218	\$30,464	\$32

\$	(7)	0%
\$	(4,012)	-3%
\$	-	0%
\$	-	0%
\$	-	0%
\$	-	0%
\$	-	0%
\$	(4,019)	0%

Total Uses of Funds	\$20,985,190	\$419,704	\$474
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\$20,984,959	\$419,699	\$474
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\$	(231)	0%
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Developer Fee Analysis: Total Fees: \$750,000
(excluding reserves & developer fee) Percent TDC: 3.85%

Total Fees: \$750,000
Percent of TDC: 3.85%

F

CITY OF PORTLAND

**PROSPERITY PLACE 1125 BRIGHTON AVENUE SITE 1 AFFORDABLE HOUSING
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT**

DEVELOPMENT PROGRAM

Date: _____, 2025

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**Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and
Tax Increment Financing District
Development Program**

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at XX Brighton Avenue in Portland. The area includes approximately .77 acre located on Tax Map XX, Block X, Lot X at XX Brighton Avenue in the B-2 zone. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. Seventy-five percent (75%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the Prosperity Place XX Brighton Avenue Affordable Housing Development and Tax Increment Financing District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. A Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased

or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Prosperity Place GP, its successors and assigns (the “Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E (the “Credit Enhancement Agreement”) from the District available to the Developer pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of and loans to the Developer, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer’s Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. The Capital Project at XX Brighton Avenue involves the construction of a building on approximately .77 acres, into an affordable housing neighborhood. The objective of the project is that 100% of the units in the District will be affordable housing, meaning a

decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project will create fifty units of affordable mixed-income family rental housing with a mix of one to four-bedroom units. The zoning for the project assures that this number of units and this affordability objective will be met.

The XX Brighton Avenue project is projected to have a total local increased assessed valuation at build out of approximately \$7,600,000 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty-year annual average of \$118,010 in tax increment revenues to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a project’s capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$118,010 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at XX Brighton Avenue. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. The project site, owned by the City of Portland, is currently in use as a parking lot. As a result, there is no need for a relocation plan.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. DC Management 2 LLC, its successor or assigns, will as property manager operate the improvements constructed and owned by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City’s Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. In accordance with recent changes approved by the Legislature in L.D. 1783, the duration of an affordable housing tax increment financing district may not exceed the earlier of 30 years after the Tax Year in which the affordable housing is placed in service, as evidenced by issuance of a municipal certificate of occupancy, and 35 years after the Tax Year in which the development program for a the district is approved by the Director of the Maine State Housing Authority. The period from April 1 of each year through March 31 of the next year is referred to herein as a “Tax Year.” The Tax Year in which the Development Program is expected to be approved by the Director of the Maine State Housing Authority begins April 1, 2025. If so, the latest possible final Tax Year of the Development Program would begin April 1, 2059.¹ Assuming the Director approves the Development Program during the April 1, 2025 Tax Year, the term of this Development Program will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issues a certificate of occupancy for the project and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total municipal acreage is 13,785.6 acres; the total area of the proposed AHTIF Districts would be approximately 1.74 acres and thus such area represents less than 2% (or 0.0126%) of the total acreage of the City. The total area of the proposed AHTIF Districts (1.74) and the total area of all development districts in the City (890.0508) totals 891.7908 acres which is approximately 6.469% (891.7908/13,785.6) of total municipal acreage of the City. The 891.7908 acres includes two exempt

¹ In L.D. 1783, the Legislature enacted amendments to 30-A MRSA § 5248(2)(G) which become effective September 23, 2025 and impact the start and end dates of affordable housing tax increment financing districts. Although L.D. 1783 is not currently in effect, it is anticipated to be in effect at the time the AHTIF District Program becomes effective.

districts—a Transit Oriented TIF District (30.00 acres) and a Downtown/Transit Oriented TIF District (416.1688 acres)—which, when subtracted from the 891.7908 acres is 445.622 acres, which is 3.2325% (445.622/13,785.6) of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts and the proposed AHTIF Districts is 39.6221 acres or 0.2874% of the total acreage of the City (39.6221/13,785.6) and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF Districts (\$0.00) combined with the Original Assessed Value of all existing Affordable Housing TIF Districts within the City totals \$5,030,461. The taxable property value as of the April 1st before MaineHousing approval (4/1/2025) equals \$14,872,866,446. As the aggregate OAV as a percent of taxable value is 0.0338%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 100% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development Tax Increment Financing District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the

assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of the end of the City's Fiscal Year 2025, which was March 31, 2025. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75% (seventy-five percent). Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement, which will be the entire amount of the 75% (seventy-five percent) of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. § 5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following

implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 75% (seventy-five percent) of the Increased Assessed Value. Accordingly, 75% (seventy-five percent) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement 75% (seventy-five percent) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The XX Brighton Avenue project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$15.31/\$1,000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is “sheltered” in a TIF and, therefore, does not get counted in the City’s state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City’s control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on August ____, 2025, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on August 11, 2025. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on August 11, 2025 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: _____

Danielle P. West, City Manager,
City of Portland, ME

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the Prosperity Place 1125
Brighton Avenue Site 1 Affordable Housing Development and Tax Increment Financing
District

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into as of _____, 2025 by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and Prosperity Place, LP, a Maine Limited Partnership with a mailing address of, 175 Lancaster Street, Suite #216A, Portland, Maine 04101 (Developer”).

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project operating costs associated with the development of fifty (50) units of rental housing located at ____ Brighton Avenue, Portland, Maine (the “Development”); and

WHEREAS the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration will be thirty Tax Years (as that term is defined below) and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the “Qualified Project Period”). The period from April 1 of each year through March 31 of the next year is referred to herein as a “Tax Year.” Upon the issuance of the certificate of occupancy for the Development, the parties will execute and record in the Cumberland County Registry of Deeds an amendment to this Declaration setting forth the date that the certificate of occupancy was issued.

2. **Enforceability of Covenants.** The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.
3. **Covenants.** Developer hereby covenants and represents to the City as follows:
 - a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of fifty (50) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.
 - b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
 - c. **Low Income Units.** For a period of thirty (30) years all of the units will be occupied by households with incomes at or below eighty percent (80%) of the area median income, (referred to as the “Low Income Units”).
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, (“Section 42”) and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”). Any reasonable Determination made by Maine State Housing Authority (“MaineHousing”) that a household satisfies the Applicable Income Limit shall automatically be deemed satisfactory to the City.
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household’s income may

exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

- i. For a unit without a separate bedroom, one individual.
- ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
- 4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by MaineHousing shall be acceptable to the City.
 - 5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City,

and (d) agrees that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by MaineHousing shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or

willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications**. This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability**. The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns**. This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law**. This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices**. Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor**. This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among MaineHousing, the City of Portland, _____, and _____ **[construction lender and any other entities providing financing will also be parties]** dated _____, _____ to be recorded in the Cumberland County Registry of Deeds herewith.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____,2025.

CITY OF PORTLAND, ME

Witness

By: _____
Danielle P. West
Its: City Manager

State of Maine
Cumberland, ss.

_____, 2025

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Signature page follows.

Prosperity Place LP

By: Prosperity Place GP, LLC

Its: General Partner

Witness

By: _____
Name:
Its: Manager

State of Maine
Cumberland, ss.

_____, 2025

Personally appeared the above named _____, Manager of Prosperity Place GP, LLC, General Partner of Prosperity Place LP and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited partnership and limited liability company.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: July 16, 2025

SUBJECT: Order 12-25/26 Approving the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Credit Enhancement Agreement with Prosperity Place LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to forward this item to the City Council for approval
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

**Final
Action 8/11/2025**

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 19, 2025 in order for the developer to apply for Low Income Housing Tax Credits by September 18, 2025. In addition, a ten day public notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City: Corporation Counsel will review the Credit Enhancement Agreement prior to execution.

PRESENTATION: Mary Davis is available for questions and a brief presentation.

I. SUMMARY

This is a companion Order to Order XX -25/26 above.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

VIII. LIST ATTACHMENTS

1. Order - Approving Prosperity Place 1125 Brighton Ave CEA
2. 03 Att 8 Ex E CEA CLEAN Prosperity Place mig rev 070925

Prepared by:

Mary Davis, Division Director

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE PROSPERITY PLACE 1125 BRIGHTON AVENUE SITE 1
AFFORDABLE HOUSING CREDIT ENHANCEMENT AGREEMENT WITH
PROSPERITY PLACE LP**

ORDERED, that the credit enhancement agreement with a 30-year term and 75% captured revenue rate between the City of Portland and Prosperity Place LP related to the Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing and Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is authorized to sign the agreement in substantially the same form attached hereto with such changes thereto as deemed appropriate by the City Manager and any other related documents that are necessary or convenient to carry out the intent of said agreement; and

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

PROSPERITY PLACE LP

DATED: _____, 2025

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EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2025 (the “Effective Date”), between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Prosperity Place LP, a Maine Limited Partnership (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the *Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on August 11, 2025, Order XX 25/26 (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____ [Date of District Approval by MaineHousing]; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program. See Exhibit 2 for further detail.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the

District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Zero Dollars (\$0), which is the taxable assessed real property value of the District as of March 31, 2025 (April 1, 2024).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Exhibit 2 for further detail.

“Project” means the planned construction of a fifty (50) unit low-income housing project to be named Prosperity Place located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Prosperity Place 1125 Brighton Avenue Site 1 Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost

Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each Tax Year during the term of this Agreement (collectively the “CEA Years”), the City shall retain in the District seventy-five percent (75%) of the Increased Assessed Value as Captured Assessed Value. The remaining twenty-five percent (25%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to seventy-five percent (75%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such seventy-five percent (75%) portion into the Project Cost Account. The remaining twenty-five percent (25%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program, exclusive of any investment earnings thereon, shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) On a bi-weekly basis during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in

Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay

or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into the Project Cost Account as and when due;

(c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If any secured lender of Developer accelerates the indebtedness owed to it;

(f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;

(g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90)

days.

(h) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days’ written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

The term of this Agreement will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the “Term”). Upon the issuance of the certificate of occupancy for the Project, the parties will execute an amendment to this Agreement setting forth the date that the certificate of occupancy was issued. Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director’s unconditional approval of the City’s designation of the District and adoption of the Development Program. Upon receipt of such approval, this Agreement shall remain in full force until expiration of the Term and upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the

City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project by [REDACTED].

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.3. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or

assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Prosperity Place LP
c/o ProsperityME
175 Lancaster Street Suite 216A
Portland, Maine 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____
Name: Danielle P. West
Its City Manager, Duly Authorized by the City
Council at its meeting on August 11, 2025

WITNESS:

PROSPERITY PLACE LP
BY: Prosperity Place GP, LLC
Its: General Partner

By: _____
Name:
Its: Manager

EXHIBIT 1

Copy of District Map

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: July 16, 2025

SUBJECT: Order 13-25/26 Designating Mayo Housing 70 East Oxford Street an Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair. The Committee met on July 1, 2025 and voted 3-0 (Sykes absent) to recommend approval by the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final

Action 8/11/2025

Can action be taken at a later date: No A ten day public notice, published in the Portland Press Herald, is required by state statute. Additionally, the City must file the AHTIF application with MaineHousing no later than August 19, 2025.

Does this item involve a new contract with the City: This item will require the submission of an Affordable Housing Tax Increment Financing application with Maine Housing, which includes a Development Program, a Credit Enhancement Agreement, and Declaration of Covenants and Restrictions. All documents will be reviewed and approved by Corporation Counsel prior to execution by the City Manager and developer.

PRESENTATION: Heidi McCarthy will be available for a brief presentation, if necessary, and to answer any questions.

I. SUMMARY

Portland Housing Development Corporation is requesting an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement to construct a three-story building with 27 affordable rental units, streetscape improvements, and common outdoor greenspace at 70 E. Oxford St.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend approval of this item by the City Council.

Portland Housing Development Corporation is requesting an Affordable Housing TIF (75% for 30 years) to construct a three-story building with 27 affordable rental units, streetscape improvements, and common outdoor greenspace. The building would consist of nineteen (19) two-bedroom and 8 three-bedroom apartments. Ten (10) units would be reserved for households earning at or below 60% AMI (i.e. \$62,350 for a two-person household) and seventeen (17) would be reserved for households earning at or below 50% AMI (i.e. \$45,450 for a one-person household). Twenty percent of the units (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.

The forty (40) existing Public Housing Units at the COMB Block (i.e. 70 E Oxford Street) are currently vacant

and do not require any additional relocation of tenants. After completion, previous tenants will be invited back to the units and may require some relocation costs. After completion, the project would be managed by Portland Housing Authority. Mayo Housing would be built with efficient building design, materials, and mechanical systems that will strive to meet or exceed the City of Portland Green Building Code. The proximity of the development to transit lines, bike paths, and recreational opportunities would support households without automobiles. Construction would begin November 2026 and be completed December 2027.

If approved, the approximate total amount of captured revenue that would be returned to the project/developer is an annual average of \$65,604 over the 30-year term. Non-captured revenue to be deposited into the general fund is approximately \$21,868 per year. Tax sheltering benefits are estimated to be an annual average of \$25,676.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

On May 22, 2025, the *Affordable Housing Development and Tax Increment Financing Application* was released. Applicants requiring a conditional commitment or reservation of funds as part of other financing applications (e.g. 9% LIHTC) were given a June 15, 2025 submission deadline.

The *2025 Affordable Housing Development and Tax Increment Financing Application* made available a total of \$637,896 for affordable housing development based on HUD HOME funding allocation for FY26 of \$274,344 and Jill C. Duson Housing Trust Fund (JCD HTF) balance of \$363,558.

In response to the request for proposals, the City received three requests for the creation of an Affordable Housing District and Credit Enhancement Agreement to convey 75% of incremental tax revenue for a term of 30 years:

- Prosperity Place (1125 Brighton Ave): 50 units of mixed-income family housing
- Cumberland Housing (70 E Oxford St- Phase 2): 91 units of mixed-income senior housing
- Mayo Housing (70 E Oxford St- Phase 3): 27 units of mixed-income family housing

The City's TIF Policy allows for Credit Enhancement Agreements (CEA) terms of up to 75% over thirty years for individual affordable housing projects. This allowance was adopted, in part, to assist affordable housing development projects leverage points in the MaineHousing Low Income Housing Tax Credit (LIHTC) Program. The LIHTC Program application awards a maximum of 3 points to projects that receive a Credit Enhancement Agreement. The number of available points fluctuates based on the percentage and duration of the tax benefit, as noted in the chart below.

Percentage and Duration of Tax Benefit or Relief	Points
50% to <75% for at least 15 years	1 point
50% to <75% for at least 30 years	2 points
≥ 75% for at least 15 years	2 points
≥ 75% for at least 30 years	3 points

The LIHTC Program is very competitive and often there is only a 1- or 2-point difference that separates those projects receiving tax credits and those that do not.

The LIHTC Program application also requires that TIF applications must be submitted to MaineHousing (the entity identified by State Statute to review and approve TIF applications) 30 calendar days before the LIHTC application is due. For example, if the LIHTC application is due on September 18, the City must submit the TIF application to MaineHousing no later than August 19 in order for the developer to be awarded the TIF points.

The City's TIF Policy also requires CEA applicants to demonstrate financial necessity, i.e. *"The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed."* and financial capacity, i.e. *"The applicant must demonstrate financial capacity to support their project."* The policy also requires that a financial underwriting analysis is conducted by a third party on all projects requesting a CEA. Third party financial underwriting analysis is included in the item backup.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents. Council Goal 2: Housing Affordability.

V. FINANCIAL IMPACT

- When completed, the project's total assessed-value is estimated at \$4,225,000, which would yield \$64,685 in annual assessed property value in year one at the current FY25 millage rate;
- The approximate total amount of tax revenue (aka captured valuation) that would be returned to the project/developer is \$1,968,128 in total after the 30-year term (or \$65,604 per year averaged over the 30-year term);
- The approximate total amount of tax revenue (aka non-captured valuation) that would be deposited into the general fund is \$656,043 in total after the 30-year term (or \$21,868 per year averaged over the 30-year term);
- If the project is not completed, the tax yield on this non-profit property remains at \$0. The tax revenue returned to the project/developer is \$0, and the amount of tax revenue that would be deposited into the general fund is \$0.
- 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 \$25,676+, or \$770,268+ over the life of the district

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends approval of the Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement for this project.

VII. RECOMMENDATION

The Housing and Economic Development Committee met on July 1, 2025 and voted 3-0(Sykes absent) to recommend this item for approval by the City Council.

VIII. LIST ATTACHMENTS

1. Order - Designating Mayo Housing Affordable Housing and TIF
2. Mayo underwriting memo
3. Council Attachments
4. Dec of Cov Mayo Final 7.9.25
5. Dev Program Mayo FINAL 7.9.25

Prepared by:

Mary Davis, Division Director

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER DESIGNATING MAYO HOUSING 70 EAST OXFORD STREET AN
AFFORDABLE HOUSING DEVELOPMENT AND TAX INCREMENT FINANCING
DISTRICT AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM FOR
THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development and Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Portland Housing Development Corporation, intends to construct certain improvements within the Mayo Housing 70 East Oxford Street Affordable Housing Development and Tax Increment Financing (“TIF”) District, including 19 two-bedroom units and 8 three-bedroom rental units for a total of 27 units of affordable housing; and

WHEREAS, the developer will utilize 75% of the tax revenues generated in the District for 30 years; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the Mayo Housing 70 East Oxford Street Affordable Housing Development and TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the Mayo Housing 70 East Oxford Street Affordable Housing Development and TIF District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the Mayo Housing 70 East Oxford Street Affordable Housing Development and TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the Mayo Housing 70 East Oxford Street Affordable Housing Development and TIF District Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “Mayo Housing 70 East Oxford Street Affordable Housing Development and Tax Increment Financing District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “Mayo Housing 70 East Oxford Street Affordable Housing Development District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and

establishment of the “Mayo Housing 70 East Oxford Street Affordable Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. Chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at their discretion, from time to time, to make such technical revisions to the Development Program for the District as they deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Housing and Economic Development Director is authorized to submit annual reports on the status of the “Mayo Housing 70 East Oxford Street Affordable Housing Development and TIF District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Mayo -- COMB Block Phase III, PHDC
Date: July 7, 2025

Portland Housing Development Corporation (PHDC) requests a 30 year, 75% TIF for Phase III of the new construction at Portland Housing Authority's COMB block site. The Mayo property will be a 3 story building with 27 units serving families with 2- and 3-bedroom units for households at 50% or 60% of AMI. The requested 75% 30 year TIF has a value of \$3,525,956, which is a subsidy of \$130,591/unit.

The COMB Block development has 3 Phases. Phase I was approved in 2024 and will provide 55 family housing with a unit mix from efficiency to 3 bedrooms. Phase II, Cumberland/Boyd Twin, is also requesting 30 year, 75% TIF support for the development of 91 units. Over all three Phases, the pre-existing 40 units will be replaced with 173 units in 3 buildings.

Prior to the transfer of the land from PHA to PHDC, PHA will complete the demolition of four structures with 40 existing PHA units, the clean up of all environmental hazards on the site, and the stabilization of the site which has significant grade issues.

Sources and Uses

See the attached budget for the Sources and Uses.

PHDC plans to submit a fall application to Maine Housing for 1st mortgage financing, state subsidy, and 9% LIHTC. PHDC has a letter of interest from Evernorth to purchase the LIHTC at \$.82. PHDC plans to defer \$500,000 of its budgeted \$1,250,000 developer fee.

The AHP application will be submitted in July and a decision announced in late 2025. PHDC has received three recent AHP Subsidy awards, at Washington Gardens, Solterra, and Front Street Phase 2. COMB Block Phase 3 meets the goal of the AHP program by targeting low- and very low-income households. COMB Block Phase 3 scores 68.79 on the self-scoring form which has been a competitive score in previous years.

For analysis of "Uses," see Development Budget.

Development Budget

At \$502,855 per unit, this is significantly more expensive than the other projects currently requesting TIF financing. For comparison, Cumberland/Boyd average cost per unit of \$394,138. Brighton's cost per unit is \$419,699.

Some of this cost differential is attributable to the relatively few units of the Mayo project – some development soft costs don't scale down when there are fewer units, so the cost per unit is higher. Cost per unit differentials are especially striking in:

- construction contingency (Mayo budgeting \$44,781/unit vs. Brighton \$21,867/unit and Cumberland/Boyd \$14,125/unit),
- design (Mayo budgeting \$18,519/unit vs. Brighton \$9,150 and Cumberland/Boyd \$9,890), and

- developer fee (Mayo budgeting \$46,296/unit vs. Brighton \$15,000/unit and Cumberland/Boyd \$27,473).

In a time of exceptional unpredictability in costs, PHDC has room in this budget to find savings as needed to address rising costs.

Note that all demolition, hazard remediation and site stabilization is occurring before the transfer of the land to PHDC. None of these expenses are carried in the project budget.

Construction Costs:

Construction costs are based on an Opinion of Costs by DEW Construction dated 6/13/25, which includes a trades breakdown. PHDC states this estimate “are very low compared to what we’ve recently seen at new buildings” and so increased contingency and FF&E to reflect their sense of recent pricing. The budgeted construction contingency of 16%. Given the early stage of development and continued uncertainty of price escalation, supply chain difficulties, and construction worker shortages, this contingency is not as extreme as it appears.

Soft Costs:

Total soft costs are \$141,244 per unit, which is high. (Compare with Brighton of \$85,085 and Cumberland/Boyd of \$97,503 per unit). Developer fee of \$1,250,000 is 10.5% of Total Development Cost, excluding reserves and developer fee, and \$500,000 will be deferred. Given the complexity of the site and the challenge of making a small project pencil, this fee is reasonable.

Relocation funds are included in the budget even though the site is currently unoccupied because former residents will be offered the opportunity to return to the new construction.

The soft cost total includes a soft cost contingency of \$45,000, just over 1% of soft costs and way too slender for this project at this stage of development. This risk is mitigated by PHDC’s construction contingency, generously budgeted soft costs, and substantial available resources to cover unexpected costs, see Developer Financial Analysis below.

Acquisition and Environmental:

PHA plans to transfer this site after completion of demolition, hazard remediation and site stabilization. The entire cost of land acquisition is carried in Phase I.

Operating Budget & 20 Year Cashflow Projection

Project Income and Market:

There will be a total of 27 residential units in this 100% affordable development. See the attached operating budget for a detailed breakdown of bedroom size and AMI level served. The property is a 3 story walk up, with all 9 units on the first floor designed to be accessible units.

Rents for the 50% and 60% units (LIHTC without additional operating subsidy) are budgeted at the maximum allowable LIHTC rate for each unit type.

The project will set aside 20% of units for Persons Experiencing Homelessness or persons who have disabilities, are victims of domestic violence, or have other special housing needs, to create permanent supportive housing for persons who require that level of intervention within the special needs population.

Parking is extremely limited for the entire 3 phase development, (a total of 6 ADA units) however, this central location is excellent for car free living, with a near perfect walk score of 97 -- considered "walker's paradise." There are groceries, drug store, and neighborhood commercial with 5 minute walk. Kennedy Park soccer and basketball courts are also 5 minute walk. In addition to some on-site services, PHA provides more for children in PHA/PHDC properties in the immediate vicinity: Head Start is a 2 minute walk, the Study Center a 4 minute walk. The transit score is 51, evaluated as "good transit."

Operating Expense

The per unit operating expense of \$10,917 appears high by industry standards. However, this includes all utilities (\$1,900/unit) and reflects the full tax bill (\$2,396/unit). Administration and maintenance are within industry standards. The supportive services budget is \$10,000, sufficient for the minimum Maine Housing required staffing. Additional services for children are a short walk away, per above. However, the services plan (and budget) does not address the service needs of the Permanent Supportive Housing units, referenced at 20% of units. Review of a services plan and budget to support the PSH units is a recommended condition of closing.

Reserve for replacement is budgeted at \$500/unit/year. This is an appropriate contribution as this property will sustain substantial wear and tear. Despite the high "list price" per unit, the operating costs considered as a whole are reasonable given the needs of the project.

30 Year Cashflow & Debt Service Coverage Ratio (DSCR)

DSCR measures the margin within the operating budget to meet expenses. With a 75% TIF, the projected DSCR is 1.14 in year one, just below the Maine Housing target of 1.15. Without a 75% TIF supporting operations in year 1, the project has negative cashflow in year one of -\$14,849 and projects operating losses for the first 8 years of operations. It would not be possible to secure financing for this project without the support of the TIF.

Developer Financials

Portland Housing Authority has submitted audits for FY 2021, 2022, 2023 and 2024. The audits include primary (consolidated) entities, which include PHDC, and also report on "Discrete Component Units," projects controlled by PHA but reflected separately in the audit. Their fiscal year ends 6/30.

For PHA (consolidated entities), 2024 was (yet another) very strong year operationally. Their audit as of 6/30/24 shows strong financial health, with current assets of \$33.5 million and current liabilities of \$3.1 mill, for a very strong current ratio of 10.82. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 8.9. Net position is up \$19 million, to \$45 million, a 74.6% increase in net position from 2023 to 2024. PHA FY24 operating revenue was up a 16.8%. Non-operating revenue was \$18 million (an increase of 1,011% over '23), primarily from HUD capital grants and gain on sale of Harbor Terrace. Operating expenses were up 19%, but revenues exceeded expenses by over \$19 million.

“Discrete Component Entities” (Bayside Anchor, 58 Boyd, and Washington Gardens) adds substantial additional net position to the already very strong financial picture. The combined net position of the “Discrete Component Entities” is \$15.5 million, bringing the total combined net position of PHA & Discrete Component Entities to over \$60.5 million. In 2024, “Discrete Component Entities” revenues exceeded expenses by \$3.8 million.

Managements income/expense reports as of February 28, 2025 (unaudited) suggest this year will be strong for PHA overall. Operating income is above budget, while operating expenses are below budget, with YTD net income of \$1.7 million. PHDC statements dated March 25, 2025, viewed as if it were a stand alone entity (which it is not), show a rockier start to the year. Though rental income exceeded budget by 21% and expenses ran under budget by 13%, the YTD net income was -\$84,216. This was due to several budgeted developer fees that had not been received to date. Delayed developer fees can lead to large swings in income between periods which can be challenging especially for small developers, but PHDC/PHA has the capital base and resources to thrive financially even when developer fee income is delayed.

Overall, PHA has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected set backs and/or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of present market volatility.

Recommendations :

The developer must at minimum meet three primary criteria for an AHTIF approval:

1. Community Need: “...site specific AHTIF designations must address an identified community need.”

PHDC proposes to redevelop a vacant and distressed site, creating a total of 173 units of housing for households at 30-80% AMI in the this 3 phase development. Affordable housing is identified as a community need in Portland’s Plan 2030 and the City Council’s 2025 Common Goals

2. Financial Necessity: “The applicant must demonstrate the City’s participation is financially necessary in order for the project to proceed.”

The financial projections demonstrate that a 75% TIF will be necessary for the project to proceed. The TIF functions to support the cashflow of the project and demonstrates a cashflow cushion to the mortgage lender to meet the lender’s underwriting standards, in this case Maine Housing’s requirement of 1.15 DSCR in year 1.

3. Financial Capacity: “The applicant must demonstrate financial capacity to support their project.”

PHA and PHDC have demonstrated the financial capacity to support their project through their strong organizational financials (see Developer Financials above), organizational track record, and a letter of interest from their syndicator.

This is an appropriate redevelopment, making good use of a complex site by a developer with the development experience and financial resources to make the project successful.

I recommend a 75% TIF for a maximum of 30 years.

Prior to closing, satisfactory review of:

1. Market Study;
2. Services plan and budget which address the needs of the Permanent Supportive Housing units;
3. Completion of hazard remediation plan and site stabilization;
4. Updated development and operating budgets;
5. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

B. Project Information

Completed by statarczuk@porthouse.org on 6/11/2025 4:27 PM

Case Id: 30618

Name: Portland Housing Development Corporation -

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Property Address

70 E Oxford Street Portland, ME 04101

B.2. Project Name

Mayo Housing

B.3. Tax chart, block, and lot number

Chart 22, Block H1, Lot 1

B.4. Zoning Designation

B1

B.5. Is the requested funding type HOME/HTF?

No

B.6. Requested amount of Affordable Housing Development Funding

\$0.00

B.7. Is the requested funding type AHTIF?

Yes

AHTIF Terms:

This application requests the creation of an AHTIF District and a Credit Enhancement Agreement to convey 75% of the incremental taxable revenue for the entire property towards operating support for the project for a term of 30 years.

B.8. Total number of housing units to be constructed:

27

B.9. Total number of housing units to be rehabilitated:

0

B.10. Total Number of market rate units:

0

B.11. Total number of deed restricted units:

27

B.12. Total number of Units at 120% AMI:

0

B.13. Total number of Units at 110% AMI:

0

B.14. Total number of Units at 100% AMI:

0

B.15. Total number of Units at 80% AMI:

0

B.16. Total number of Units at 60% AMI:

10

B.17. Total number of Units at 50% AMI:

17

B.18. Total number of Units at 40% AMI:

0

B.19. Housing Type

Rental

B.20. Total number of studio/efficiency units:

0

B.21. Total number of one-bedroom units:

0

B.22. Total number of two-bedroom units:

19

B.23. Total number of three-bedroom units

8

B.24. Total number of four-bedroom units

0

B.25. Total number of five-bedroom units

0

B.26. Property Manager

Portland Housing Authority, Cora Lanclos

B.27. When is construction expected to begin?

11/01/2026

Printed By: Victoria Volent on 6/12/2025

B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:

- **Description of municipal housing need and how the development addresses that need;**
- **Requested amount of Affordable Housing Development Funding;**
- **Description of how City's participation is financially necessary in order for the project to proceed;**
- **Description of allowed uses in the zone;**
- **Description of residential and non-residential uses in the area;**
- **Description of accessory uses relating to residential use, if any;**
- **Indicate if this project requires relocation of existing commercial or residential tenants;**
- **Description of relocation plan for persons temporarily or permanently displaced by development activities;**
- **Description of how the development is consistent with the Comprehensive Plan**
- **Description of how housing and facilities in the development will be operated after completion;**
- **Description of planned uses of tax increment revenues from the district (AHTIF projects only).**

PROJECT OVERVIEW This application requests funding to support the construction of 27 unit affordable development located in the East Bayside neighborhood of Portland, Maine. The development will consist of a 3-story building, streetscape improvements, and common outdoor greenspace. The building will be constructed with energy efficient building materials, design, and mechanical systems. The proximity of the development to transit lines, bike paths, and recreational opportunities will support households without automobiles. COMB Block Phase 1 Project Amenities: • 27 total housing units (two- and three-bedroom units) • Accessible outdoor green space • Energy efficient new construction • Enhancements to the streetscape on Mayo and Oxford Street • Increased mid-block pedestrian connectivity • Indoor bike storage. Mayo Housing will serve Very Low- and Low-Income households with 63% of the total units (17 units) reserved for Very Low-Income households earning at or below 50% Area Median Income) and an additional 37% of the total units (10 units) reserved for Low-Income households earning at or below 60% Area Median Income. The project will set aside 20% of units for Persons Experiencing Homelessness or persons who have disabilities, are victims of domestic violence, or have other special housing needs, to create permanent supportive housing for persons who require that level of intervention within the special needs population. History of COMB Block: The COMB Block is a parcel of land bound by Cumberland Ave., Oxford Street, Mayo Street, and Boyd Street in the East Bayside neighborhood of Portland Maine. The block currently consists of four public housing buildings built in 1972, with 40 two-bedroom units serving families. The COMB Block was identified in Portland Housing Authority's 2015 Strategic Vision Plan as the top priority property for re-development due to deterioration of buildings, poor construction quality and structural issues with poor soils. A 2024 Physical Needs Assessment concluded that the buildings were at the end of their useful life, and PHA's Strategic Vision Plan made them a top priority among the 1,000 apartments owned by PHA. The Physical Needs Assessment determined that renovations would be costlier than demolition and new construction. Given the age of the property, there are hazardous materials that will need to be removed before the demolition. PHA received approval in September 2024 from HUD under Section 18 Demolition and Disposition of the Housing Act of 1937 to re-develop the COMB Block public housing. Mayo Housing obtained Planning Board approval on May 27, 2025 and anticipates a LIHTC award this year. The project has been in pre-development since mid-2024. Portland Housing expects to close the project and commence construction in Fall 2026.

DESCRIPTION OF MUNICIPAL HOUSING NEED AND HOW THE DEVELOPMENT ADDRESSES THAT NEED Housing need in Maine is on top of minds for communities, families, and policymakers. Housing supply directly impacts economic growth and the region's ability to attract and retain workers and families that contribute to the economy and enhance the vibrancy of our communities. In recent years especially, low, and very low-income families have been facing increased daily challenges due to inflation pressures increasing the cost of daily goods such as groceries and gas. These same families have been entirely priced out of the housing market. Inflation, supply chain challenges, shortages in workforce, and increasing construction costs have made developing new housing units an increasingly difficult task

year over year. In 2023, Maine State Housing Authority, alongside the Governor’s Office of Policy Innovation and the Future, and the Department of Economic and Community Development released the State of Maine Housing Production Needs Study. This study identified a need for at least 84,000 new homes within the next seven years to meet anticipated demand. According to the 2023 US Census ACS 5-year estimate, approximately 44.8% of renter-occupied households in Portland were cost-burdened, meaning the household pays more than 30% of their total income on housing costs. The city continues to see both renter and homeowner households struggling to compete in the current market. The city recorded 582 total new units completed in 2024, with only 142 of those units affordable to households earning at or below 80% AMI. The Project proposed in this application is a 27 unit affordable development in the East Bayside neighborhood that includes units reserved for Low- and Very Low-Income Households (earning at or below 50% Area Median Income). The development is located on the peninsula and walkable to downtown Portland amenities. Today, the property consists of 40 public housing units that, due to poor construction and deferred maintenance from lack of funding, have extended past their useful life. The existing public housing will be demolished and redeveloped as part of this project to replace the existing unit count and add much needed, deeply affordable housing in the heart of Portland. *****

REQUESTED AMOUNT OF AFFORDABLE HOUSING DEVELOPMENT FUNDING This project is requesting the creation of an AHTIF and Credit Enhancement Agreement only. No funding from HOME or the Housing Trust Fund is requested at this time. *****

DESCRIPTION OF HOW CITY’S PARTICIPATION IS FINANCIALLY NECESSARY IN ORDER FOR THE PROJECT TO PROCEED The Mayo Housing pro forma has a 1.16 Debt Service Coverage Ratio (DSCR) in year 1. The project cannot support additional permanent loan amount as it is at maximum loan-to-value (LTV) ratio. The City’s participation is necessary to fill the remaining funding gap and make this project financially feasible. Without this funding, the Mayo Housing project could not proceed as currently envisioned. The development budget costs and operating expenses are reasonable, in-line with comparable projects, and reflect actual market conditions, which has continued to see unprecedented inflation during the past 24-36 months. All development budget and operating expense line items comply with applicable City of Portland and MaineHousing guidelines. *****

DESCRIPTION OF ALLOWED USES IN THE ZONE Mayo Housing is located within the B1 Mixed-Use Zone which allows for multi-family residential use. The proposed project fully complies with current zoning – including density/lot area, height, setbacks, lot coverage, frontage, floor area, etc. – and does not require any rezoning amendments. *****

DESCRIPTION OF RESIDENTIAL AND NON-RESIDENTIAL USES IN THE AREA; Uses immediately surrounding the COMB Block are primarily residential to the north and west. Easterly to the site there are a variety of uses including commercial and institutional. Directly neighboring the property are two commercial uses, a small restaurant, and a performing arts center. Across Cumberland Avenue you’ll find the Cathedral of Immaculate Conception, Portland Adult Education, Peppermint Park, and other small commercial uses. *****

DESCRIPTION OF ACCESSORY USES RELATING TO RESIDENTIAL USE, IF ANY Not Applicable. See Exhibit “15 – Evidence of Commitment of Resident Services” for more information on service need and offerings at the COMB Block and in Bayside East. *****

INDICATE IF THIS PROJECT REQUIRES RELOCATION OF EXISTING COMMERCIAL OR RESIDENTIAL TENANTS The 40 existing Public Housing Units at the COMB Block located within the four buildings, 25 Boyd Street, 9 Boyd Street, 20 Mayo Street, and 24 Mayo Street in Portland, are currently vacant and do not require any additional relocation of tenants. *****

DESCRIPTION OF RELOCATION PLAN FOR PERSONS TEMPORARILY OR PERMANENTLY DISPLACED BY DEVELOPMENT ACTIVITIES The PHA Relocation Plan for this project can be found in the “19 - Relocation Plan & Budget” attachment. *****

DESCRIPTION OF HOW THE DEVELOPMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN Policy Guide: Environment 7. Support Sustainable Land Use and Transportation Policies • “Plan for the mitigation and redevelopment of brownfields to support productive uses and a healthier environment for residents.” – Mayo Housing will include the redevelopment of a brownfields site. The redevelopment will include both removal of hazardous building materials in the existing public housing and mitigation of contaminated soils on the site. Policy Guide: Housing 3. Remove Housing Barriers • “Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as well as whether it allows for priority growth areas.” –

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The zoning of the COMB Block parcel allows for a significant increase in density than what exists on the property today. The entire COMB Block redevelopment proposes to provide 173 units on the property (27 units in Mayo Housing), while also expanding community space. The development of Mayo Housing is approximately 27% of the overall existing parcel. The new units are centrally located in East Bayside, with close proximity to services, transit, recreation, jobs, and neighborhood amenities. 4. Promote Sustainability • “Encourage energy efficiency in new construction and rehabilitation of our housing stock.” – Mayo Housing will be built with efficient building design, materials, and mechanical systems that will strive to meet or exceed the City of Portland Green Building Code, as applicable. 9. Adapt Affordable Housing • “Pursue new opportunities for increased energy efficiency, increased densities, mixed incomes, and greater connectivity to surrounding neighborhoods.” – The project will increase energy-efficiency of the community (see “4. Promote Sustainability” above). The project will increase residential densities of the community by approximately 27 units. *****

DESCRIPTION OF HOW HOUSING AND FACILITIES IN THE DEVELOPMENT WILL BE OPERATED AFTER COMPLETION
Portland Housing Authority (PHA) will manage Mayo Housing following construction completion. PHA and its affiliated corporations provide long-term affordable rental housing and rental assistance to more than 2,700 low-income families, seniors and disabled individuals through its Low-Income Public Housing (LIPH) and Housing Choice Voucher (HCV) Programs. This includes management of nearly 1,000 LIPH and market-rate units and administration of over 2,000 housing vouchers. PHA houses over 6,500 residents, close to 10% of the City’s population. PHA believes that providing safe, quality, affordable housing gives residents the stability they need and the opportunity for success they deserve. PHA’s management has a team approach in its day to day operations that begins and ends with the on-site management and maintenance staff. PHA expects the on-site management and maintenance staff to be fully trained, equipped and educated in all business aspects, and property specific requirements. PHA’s Executive Director, Asset Manager, Facilities Director, Director of Housing Services, Director of Finance and Administration and Director of Property Management oversee the management operations and work together to ensure PHA meets its overall goals. See Exhibit “18 – Management Plan” for more information on the operations of Mayo Housing including Resident Services, Maintenance, Facilities, Finance, and Compliance. *****

DESCRIPTION OF PLANNED USES OF TAX INCREMENT REVENUES FROM THE DISTRICT (AHTIF PROJECTS ONLY) This application requests the creation of an AHTIF District and a Credit Enhancement Agreement to convey 75% of the incremental taxable revenue for the entire property towards operating support for the project for a term of 30 years. This will reduce operating expenses to this affordable property and allow it to carry additional debt to finance the new construction of 27 units. In order to make the project financially feasible, this project requires multiple subsidy sources in addition to a AHTIF of no less than 75%.

PROJECT & SITE INFORMATION

Project Name
Project Address
City, State, Zip
Project Type
Population
Area Median Income (100%)

Info	
COMB Block MAYO	
70 E Oxford Street	
Portland, Maine 04101	
Project Type	New Construction
Population	Family
Area Median Income (100%)	129,800

CONSTRUCTION SCHEDULE

Construction Duration
Duration per Quarter

# Mo.	# Days
16 mo.	486 days
	122 days

TIMING ASSUMPTIONS

Acq/CLC/Construction Start
25% Construction Completion
50% Construction Completion
75% Construction Completion
100% Construction Completion
Qualified Occupancy
PLC
8609/Stabil.
PIS - First Building
PIS - Last Building

# Mo.	Date
	1/1/27
	5/1/27
	9/1/27
	1/1/28
	5/1/28
2 mo. after 100%	7/1/28
5 mo. after 100%	10/1/28
8 mo. after 100%	1/1/29
	5/1/28
	5/1/28

DEVELOPMENT ASSUMPTIONS

Rent Inflation
Operating Expense Inflation
Other Income Inflation
Reserve Deposit Inflation
Debt Service Coverage Ratio
Vacancy Rate

LIHTC Units:
Market Units:

Yr 1-5	Yr 6-15	Yr 16-30
2.0%	2.0%	2.0%
3.0%	3.0%	3.0%
2.0%	2.0%	2.0%
3.0%		
1.15		
5.0%	PBV Units:	5.0%
5.0%	Other Inc.:	5.0%

OWNERSHIP ASSUMPTIONS

Share of Ownership
Cash Flow Split

LP	SLP	GP
99.98%	0.01%	0.01%
10.0%	0.0%	90.0%

ENTITIES

Owner
Developer
Seller
Limited Partner
Other Partner

Name
Owner
PHDC
PHA
LP
Other

MAINEHOUSING INDEX CAP

New Construction
Rehabilitation
N/C & Rehab Blend

\$/Unit
370,000
340,000
0

Unit Type	UNIT INFORMATION					RENTAL INCOME					OPERATING SUBSIDY INCOME			
	# of BR	# of Units	LIHTC Unit	PBV Unit	Income Limit (% AMI)	Max Gross LIHTC Rent	Less Utility Allowance	Max Contract LIHTC Rent	Proposed Contract Rent	Annual Rental Income	PBV Rent	Monthly PBV Diff. PUPM	Annual PBV Diff. Total	Total Annual Rent. + PBV Income
				PBV										
3BR @ 60% AMI	3	3	Y	N	60%	2,024	0	2,024	2,024	72,864	-	-	-	72,864
3BR @ 50% AMI	3	5	Y	N	50%	1,687	0	1,687	1,687	101,220	-	-	-	101,220
2BR @ 50% AMI	2	9	Y	N	50%	1,460	0	1,460	1,460	157,680	-	-	-	157,680
2BR @ 50% AMI - PBV	2	3	Y	Y	50%	1,460	0	1,460	1,460	52,560	2,211	751	27,036	79,596
2BR @ 60% AMI	2	7	Y	N	60%	1,752	0	1,752	1,752	147,168	-	-	-	147,168
TOTAL	62	27	27	3						531,492			27,036	558,528

OTHER INCOME	
Description	Yr 1
Laundry	1,200
TOTAL OTHER INCOME	1,200

TAX INCREMENT FINANCING	
75% TIF	49,203

COMMERCIAL INCOME	
Description	Yr 1
TOTAL COMMERCIAL INCOME	0

UNIT INFO				
BR Size	U.A.	Mrkt. Study	PBV Rent	
0 BR	0	1,563	1,516	
1 BR	0	2,011	1,718	
2 BR	0	2,464	2,211	
3 BR	0	2,763	2,709	
4 BR	0	0	3,038	
5 BR	0	0	3,493	
6 BR	0	0	3,949	

UTILITIES		
Utility	Payee	Type
Electricity	Owner	
Heat	Owner	
Hot Water	Owner	
Cooking	Owner	
Water/Sewer	Owner	
Trash	Owner	

EFFECTIVE GROSS INCOME	
Description	Yr 1
Rental Income: LIHTC Units	478,932
Vac. Loss - LIHTC (5.0%)	(23,947)
Rental Income: PBV Units	79,596
Vac. Loss - PBV (5.0%)	(3,980)
Rental Income: Market Units	0
Vac. Loss - Market-Rate (5.0%)	0
Other Income	1,200
Vac. Loss - Other Inc. (5.0%)	(60)
Tax Increment Financing	49,203
Commercial Income	0
EFFECTIVE GROSS INCOME	580,945

SQUARE FOOTAGE AND APPLICABLE FRACTION		
Description	Units	Sq. Ft.
LIHTC Units	27	27,661
Non-LIHTC Units	0	0
TOTAL UNITS	27	27,661

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

Residential Units Sq. Ft.	
Residential Common Areas Sq. Ft.	
Commercial Rental Sq. Ft.	
Other Sq. Ft.	
TOTAL PROJECT SQUARE FOOTAGE	0

Line Item	Total	Per Unit
ADMINISTRATIVE EXPENSES		
Management Fees	40,732	1,509
Management Charges	40,732	1,509
Marketing		0
Legal		0
Background Checks		0
Property Postage/Copier		0
Interpreting		0
Bank Charges		0
Rent Comp Study		0
Software and Maintenance of Computers		0
Auditing		0
Other Admin.		0
Subtotal Administrative Expenses	81,464	3,017

UTILITY EXPENSES

Heating Fuel	2,500	93
Electricity	28,000	1,037
Water/Sewer	18,000	667
Property Internet for Tenants (Telemed Wifi)	2,800	104
Other Utility	Stormwater	0
Subtotal Utility Expenses	51,300	1,900

MAINTENANCE EXPENSES

Janitorial Payroll	8,000	296
Janitorial Supplies and Equipment	2,500	93
Janitorial Contractual Services		0
Garbage and Trash Removal	4,000	148
Vehicle and Equipment		0
Grounds Maintenance Payroll		0
Grounds Tools and Supplies		0
Grounds Contractual Services	4,000	148
Miscellaneous Ground Maintenance		0
Building Maintenance Payroll	20,000	741
Building Tools and Supplies	4,000	148
Building Contractual Services	4,000	148
Building Systems Maintenance	4,000	148
Miscellaneous Building Maintenance		0
Other Maint.	2,000	74
Subtotal Maintenance Expenses	52,500	1,944

Line Item	Total	Per Unit
GENERAL EXPENSES		
Property Taxes	65,604	2,430
Property and Liability Insurance	32,000	1,185
Other Financial Expenses		0
Resident Services	10,000	370
Other General		0
Subtotal General Expenses	107,604	3,985

HOUSING OPEX	292,868	10,847
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COMMERCIAL EXPENSES

Admin Expenses		0
Operating Expenses		0
Maintenance Expenses		0
General Expenses		0
Other Comm.		0
Subtotal Commercial Expenses	0	0

TOTAL OPEX	292,868	10,847
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RESERVE CONTRIBUTIONS

Replacement Reserve	13,500	500
Other Reserve	0	

TOTAL OPEX + RESERVES	306,368	11,347
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			LIHTC Basis			T-E Bonds	HTC Basis		
Line Item	Total	Per Unit	NC/R Basis	Acq Basis	Non-Deprec.	50% Test	QRE	Non-QRE	Allocable
CONSTRUCTION COSTS									
Off-Site Improvements	0	0	0	0	0	0	0	0	0
Site Improvements	0	0	0	0	0	0	0	0	0
Construction: Residential	7,382,444	273,424	7,382,444	0	0	7,382,444	6,644,200	738,244	0
Construction: Commercial	0	0	0	0	0	0	0	0	0
Demolition	0	0	0	0	0	0	0	0	0
General Requirements	600,000	22,222	600,000	0	0	600,000	600,000	0	0
P&P Bond Premium/Insurance	239,474	8,869	239,474	0	0	239,474	239,474	0	0
Builder Overhead & Profit	332,500	12,315	332,500	0	0	332,500	332,500	0	0
Solar PV Array	0	0	0	0	0	0	0	0	0
Other: estimating contingency 5%	475,000	17,593	475,000	0	0	475,000	475,000	0	0
Other: weather conditions	0	0	0	0	0	0	0	0	0
Other: CM Contingency3%	285,000	10,556	285,000	0	0	285,000	285,000	0	0
Other: Owner Contingency 5%	449,096	16,633	449,096	0	0	449,096	449,096	0	0
Construction Contingency	0	0	0	0	0	0	0	0	0
Subtotal Construction Costs	9,763,514	361,612	9,763,514	0	0	9,763,514	9,025,270	738,244	0

SOFT COSTS

Building Permits & Fees	147,906	5,478	147,906	0	0	147,906	147,906	0	0
Survey & Engineering	155,000	5,741	155,000	0	0	155,000	155,000	0	0
Architectural & Design	500,000	18,519	500,000	0	0	500,000	500,000	0	0
Legal	75,000	2,778	75,000	0	0	75,000	75,000	0	0
Title & Recording	30,000	1,111	30,000	0	0	30,000	30,000	0	0
Accounting	10,000	370	10,000	0	0	10,000	10,000	0	0
Construction Period Tax	15,000	556	10,000	5,000	0	15,000	0	15,000	0
Insurance	125,000	4,630	125,000	0	0	125,000	125,000	0	0
Soft Cost Contingency	45,000	1,667	45,000	0	0	45,000	45,000	0	0
Subtotal Soft Costs	1,102,906	40,848	1,097,906	5,000	0	1,102,906	1,087,906	15,000	0

FINANCING COSTS

CL Interest	650,000	24,074	487,500	0	162,500	650,000	487,500	162,500	0
CL Inspections	2,500	93	2,500	0	0	2,500	2,500	0	0
CL Origination Fees	25,000	926	25,000	0	0	25,000	25,000	0	0
Perf. Guarantee LOC Fee	0	0	0	0	0	0	0	0	0
MSHA Bond Issuance Fee	0	0	0	0	0	0	0	0	0
Other Bond Fees	0	0	0	0	0	0	0	0	0
Other Construction Loan Costs	0	0	0	0	0	0	0	0	0
MSHA Perm Loan Fees	0	0	0	0	0	0	0	0	0
Perm Lender Application Fees	0	0	0	0	0	0	0	0	0
Perm Lender Origination Fees	80,000	2,963	80,000	0	0	80,000	0	80,000	0
Other Perm Loan Costs	0	0	0	0	0	0	0	0	0
Subtotal Financing Costs	757,500	28,056	595,000	0	162,500	757,500	515,000	242,500	0

MISCELLANEOUS COSTS

Uses

Line Item	Total	Per Unit	LIHTC Basis			T-E Bonds	HTC Basis		
			NC/R Basis	Acq Basis	Non-Deprec.	50% Test	QRE	Non-QRE	Allocable
Market Study	5,000	185	5,000	0	0	0	5,000	0	0
Appraisal	8,000	296	8,000	0	0	0	8,000	0	0
Environmental	10,000	370	10,000	0	0	10,000	0	10,000	0
LIHTC Process & Monitoring Fees	93,250	3,454	0	0	93,250	0	0	93,250	0
Relocation	15,000	556	15,000	0	0	15,000	0	15,000	0
FF&E	105,000	3,889	105,000	0	0	105,000	0	105,000	0
Other Misc Costs	10,000	370	0	0	10,000	10,000	0	10,000	0
Subtotal Miscellaneous Costs	246,250	9,120	143,000	0	103,250	140,000	13,000	233,250	0

ACQUISITION COSTS

Building	0	0	0	0	0	0	0	0	0
Land	0	0	0	0	0	0	0	0	0
Repay Existing Mortgage Balance	0	0	0	0	0	0	0	0	0
Other Acquisition Costs	0	0	0	0	0	0	0	0	0
Subtotal Acquisition Costs	0	0	0	0	0	0	0	0	0

RESERVES

Operating Deficit Escrow (ODE)	273,755	10,139	0	0	273,755	0	0	273,755	0
Replacement Reserve (RR)	97,635	3,616	0	0	97,635	0	0	97,635	0
Tax & Insurance Reserve (T&I)	70,135	2,598	0	0	70,135	0	0	70,135	0
Rent Up & Marketing / Working Capital	27,000	1,000	0	0	27,000	0	0	27,000	0
Other	0	0	0	0	0	0	0	0	0
Subtotal Reserves	468,525	17,353	0	0	468,525	0	0	468,525	0

DEVELOPMENT FEES

Subtotal Development Overhead & Fees	1,250,000	46,296	1,250,000	0	0	1,250,000	1,250,000	0	0
TOTAL DEVELOPMENT COSTS	13,588,696	503,285	12,849,420	5,000	734,275	0	0	0	0
MAINEHOUSING TDC INDEX		382,512							

Equity Source	Program Used?	Credit Rate	Annual Allocation	Total Credits	Equity Price	Total Equity
LIHTC New Construction/Rehab Credits	Y	9.00%	810,000	8,100,000	0.82	6,640,672
LIHTC Acquisition Credits	N	4.00%		0	0.82	0
Subtotal LIHTC Equity			810,000	8,100,000		6,640,672
Federal Historic Tax Credits	N	20.00%		0	0.00	0
State Historic Tax Credits	N	25.00%		0	0.00	0
State Low Income Tax Credits	Y			0	1.00	0
Solar Investment Tax Credits	Y	50.00%		0	1.00	0
TOTAL LIMITED PARTNER EQUITY					8,100,000	0.82

MAX LIHTC NEW CONSTRUCTION/REHAB CREDITS

Eligible Basis	12,849,420
Basis Boost	130%
Applicable Fraction	100%
Qualified Basis	16,704,246
Applicable Rate	9.00%
1) NC/REHAB CREDIT CALC - or -	1,503,382
2) MAX ALLOWABLE 9% ALLOCATION - or -	810,000
3) ACTUAL ALLOCATION	810,000
ANNUAL NC/REHAB ALLOCATION	810,000
x 10 Years	10
TOTAL POSSIBLE NC/REHAB CREDITS	8,100,000
Approx. Excess Basis	6,933,822

MAX LIHTC ACQUISITION CREDITS

Eligible Basis	0
Applicable Fraction	100%
Qualified Basis	0
Applicable Rate	4.00%
ANNUAL ACQ ALLOCATION	0
x 10 Years	10
TOTAL POSSIBLE ACQ CREDITS	0

FEDERAL HISTORIC TAX CREDITS

Qualified Rehab Expenditures	0
HTC Rate	20.0%
TOTAL FEDERAL HTC	0

STATE HISTORIC TAX CREDITS

Qualified Rehab Expenditures	0
HTC Rate	25.0%
1) STATE HTC CALC - or -	0
2) MAX ALLOWABLE STATE HTC	5,000,000
TOTAL STATE HTC	0

SOLAR INVESTMENT TAX CREDIT

Solar Investment	0
Credit Rate	50%
TOTAL STATE HTC	0

FINANCING								
Source	Amount	Rate	Term	Amort.	Lien	Loan Type	Repayment Type	Annual Payment
MH Subsidy	1,578,993	0.00%	30	0		No Interest	CF Contingent	0
MH Interest-Only Loan	4,019,031	6.00%	30	40		Interest-Only	Must-Pay	241,142
MH Amortizing Loan		5.50%	30	40		Amortizing	Must-Pay	0
City HOME	0	0.00%	20	0		No Interest	CF Contingent	0
City HTF	0	0.00%	30	0		No Interest	CF Contingent	0
AHP Subsidized Advance	0	6.00%	20	30		Amortizing	Must-Pay	0
AHP Direct Subsidy	850,000	0.00%	30	0		No Interest	CF Contingent	0
Seller Note		AFR (4.61%)	40	40		Amortizing	CF Contingent	0
Deferred Developer Fee	500,000	0.00%	10	10		Amortizing	CF Contingent	0
EPA Brownfields	0	0.00%						0
								0
								0
Total Financing		6,948,024						241,142

EQUITY		
Source	Amount	Yield
LIHTC Equity	6,640,672	0.82
Fed HTC Equity	0	0.00
State HTC Equity	0	0.00
State LIHTC Equity	0	0.00
Solar Investment Tax Credits	0	0.00
Capital Funds		
Existing Operating Reserves		
Interim Income		
Total Equity		6,640,672

SOURCES & USES		
	Total	Per Unit
Total Sources	13,588,696	503,285
Total Uses	13,588,696	503,285
CAPITALIZATION (GAP) / SURPLUS		0

Cash Flow - COMB Block MAYO

		3 Mo.																
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
% Infl.		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	
INCOME																		
Rental Income: LIHTC Units	2.0%	119,733	488,511	498,281	508,246	518,411	528,780	539,355	550,142	561,145	572,368	583,815	595,492	607,402	619,550	631,941	644,579	
Vacancy Loss - LIHTC Units	5.0%	(5,987)	(24,426)	(24,914)	(25,412)	(25,921)	(26,439)	(26,968)	(27,507)	(28,057)	(28,618)	(29,191)	(29,775)	(30,370)	(30,977)	(31,597)	(32,229)	
Rental Income: PBV Units	2.0%	19,899	81,188	82,812	84,468	86,157	87,880	89,638	91,431	93,259	95,125	97,027	98,968	100,947	102,966	105,025	107,126	
Vacancy Loss - PBV Units	5.0%	(995)	(4,059)	(4,141)	(4,223)	(4,308)	(4,394)	(4,482)	(4,572)	(4,663)	(4,756)	(4,851)	(4,948)	(5,047)	(5,148)	(5,251)	(5,356)	
Rental Income: Market Units	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Vacancy Loss - Market Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Income	2.0%	300	1,224	1,248	1,273	1,299	1,325	1,351	1,378	1,406	1,434	1,463	1,492	1,522	1,552	1,583	1,615	
Vacancy Loss - Other Income	5.0%	(15)	(61)	(62)	(64)	(65)	(66)	(68)	(69)	(70)	(72)	(73)	(75)	(76)	(78)	(79)	(81)	
Tax Increment Financing	2.0%	12,301	50,187	51,191	52,215	53,259	54,324	55,411	56,519	57,649	58,802	59,978	61,178	62,401	63,649	64,922	66,221	
Commercial Income	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
EFFECTIVE GROSS INCOME		145,236	592,563	604,415	616,503	628,833	641,410	654,238	667,323	680,669	694,283	708,168	722,332	736,778	751,514	766,544	781,875	
OPERATING EXPENSES																		
Administrative Expenses	3.0%	20,366	83,908	86,425	89,018	91,688	94,439	97,272	100,190	103,196	106,292	109,481	112,765	116,148	119,632	123,221	126,918	
Utility Expenses	3.0%	12,825	52,839	54,424	56,057	57,739	59,471	61,255	63,093	64,985	66,935	68,943	71,011	73,142	75,336	77,596	79,924	
Maintenance Expenses	3.0%	13,125	54,075	55,697	57,368	59,089	60,862	62,688	64,568	66,505	68,501	70,556	72,672	74,852	77,098	79,411	81,793	
General Expenses	3.0%	26,901	110,832	114,157	117,582	121,109	124,743	128,485	132,339	136,310	140,399	144,611	148,949	153,418	158,020	162,761	167,644	
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL OPEX	3.0%	73,217	301,654	310,704	320,025	329,625	339,514	349,700	360,191	370,996	382,126	393,590	405,398	417,560	430,086	442,989	456,279	
NET OPERATING INCOME		72,019	290,910	293,711	296,478	299,208	301,896	304,538	307,132	309,673	312,156	314,578	316,934	319,219	321,427	323,555	325,596	
RESERVE DEPOSITS																		
Deposit to Replacement Reserve	3.0%	3,375	13,905	14,322	14,752	15,194	15,650	16,120	16,603	17,101	17,614	18,143	18,687	19,248	19,825	20,420	21,033	
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL OPEX + RESERVES		76,592	315,559	325,026	334,776	344,820	355,164	365,819	376,794	388,098	399,741	411,733	424,085	436,807	449,912	463,409	477,311	
NOI AFTER RESERVES		68,644	277,005	279,389	281,727	284,013	286,245	288,419	290,529	292,572	294,542	296,435	298,247	299,971	301,602	303,135	304,564	
DEBT SERVICE																		
MH Subsidy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MH Interest-Only Loan	60,285	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	
MH Amortizing Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City HOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City HTF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
AHP Subsidized Advance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
AHP Direct Subsidy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Seller Note	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Deferred Developer Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
EPA Brownfields	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL DEBT SERVICE		60,285	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	
DSCR		1.14	1.15	1.16	1.17	1.18	1.19	1.20	1.20	1.21	1.22	1.23	1.24	1.24	1.25	1.26	1.26	
NET CASH FLOW		8,359	35,863	38,247	40,585	42,872	45,104	47,277	49,387	51,430	53,400	55,294	57,105	58,829	60,460	61,993	63,422	
CASH FLOW PER UNIT		310	1,328	1,417	1,503	1,588	1,671	1,751	1,829	1,905	1,978	2,048	2,115	2,179	2,239	2,296	2,349	

Rent & Income Inflation
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
% Infl.		2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058
INCOME																
Rental Income: LIHTC Units	2.0%	657,471	670,620	684,033	697,713	711,668	725,901	740,419	755,228	770,332	785,739	801,453	817,483	833,832	850,509	867,519
Vacancy Loss - LIHTC Units	5.0%	(32,874)	(33,531)	(34,202)	(34,886)	(35,583)	(36,295)	(37,021)	(37,761)	(38,517)	(39,287)	(40,073)	(40,874)	(41,692)	(42,525)	(43,376)
Rental Income: PBV Units	2.0%	109,268	111,454	113,683	115,956	118,275	120,641	123,054	125,515	128,025	130,586	133,197	135,861	138,579	141,350	144,177
Vacancy Loss - PBV Units	5.0%	(5,463)	(5,573)	(5,684)	(5,798)	(5,914)	(6,032)	(6,153)	(6,276)	(6,401)	(6,529)	(6,660)	(6,793)	(6,929)	(7,068)	(7,209)
Rental Income: Market Units	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vacancy Loss - Market Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income	2.0%	1,647	1,680	1,714	1,748	1,783	1,819	1,855	1,892	1,930	1,969	2,008	2,048	2,089	2,131	2,174
Vacancy Loss - Other Income	5.0%	(82)	(84)	(86)	(87)	(89)	(91)	(93)	(95)	(97)	(98)	(100)	(102)	(104)	(107)	(109)
Tax Increment Financing	2.0%	67,545	68,896	70,274	71,679	73,113	74,575	76,067	77,588	79,140	80,723	82,337	83,984	85,664	87,377	89,124
Commercial Income	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EFFECTIVE GROSS INCOME		797,512	813,463	829,732	846,327	863,253	880,518	898,129	916,091	934,413	953,101	972,163	991,606	1,011,439	1,031,667	1,052,301
OPERATING EXPENSES																
Administrative Expenses	3.0%	130,726	134,647	138,687	142,847	147,133	151,547	156,093	160,776	165,599	170,567	175,684	180,955	186,383	191,975	197,734
Utility Expenses	3.0%	82,321	84,791	87,335	89,955	92,654	95,433	98,296	101,245	104,282	107,411	110,633	113,952	117,371	120,892	124,519
Maintenance Expenses	3.0%	84,247	86,775	89,378	92,059	94,821	97,665	100,595	103,613	106,722	109,923	113,221	116,618	120,116	123,720	127,431
General Expenses	3.0%	172,673	177,853	183,189	188,684	194,345	200,175	206,180	212,366	218,737	225,299	232,058	239,020	246,190	253,576	261,183
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX	3.0%	469,967	484,066	498,588	513,546	528,952	544,821	561,165	578,000	595,340	613,200	631,596	650,544	670,061	690,162	710,867
NET OPERATING INCOME		327,545	329,397	331,144	332,781	334,301	335,698	336,963	338,091	339,073	339,901	340,567	341,062	341,378	341,505	341,434
RESERVE DEPOSITS																
Deposit to Replacement Reserve	3.0%	21,664	22,313	22,983	23,672	24,383	25,114	25,867	26,643	27,443	28,266	29,114	29,987	30,887	31,814	32,768
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX + RESERVES		491,630	506,379	521,571	537,218	553,334	569,934	587,033	604,643	622,783	641,466	660,710	680,532	700,948	721,976	743,635
NOI AFTER RESERVES		305,882	307,083	308,161	309,109	309,919	310,584	311,096	311,448	311,630	311,635	311,453	311,075	310,491	309,691	308,665
DEBT SERVICE																
MH Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan		241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142
MH Amortizing Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HOME		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HTF		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Subsidized Advance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Direct Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seller Note		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EPA Brownfields		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE		241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142	241,142
DSCR		1.27	1.27	1.28	1.28	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.28	1.28
NET CASH FLOW		64,740	65,941	67,019	67,967	68,777	69,442	69,954	70,306	70,488	70,493	70,311	69,933	69,349	68,550	67,524
CASH FLOW PER UNIT		2,398	2,442	2,482	2,517	2,547	2,572	2,591	2,604	2,611	2,611	2,604	2,590	2,568	2,539	2,501

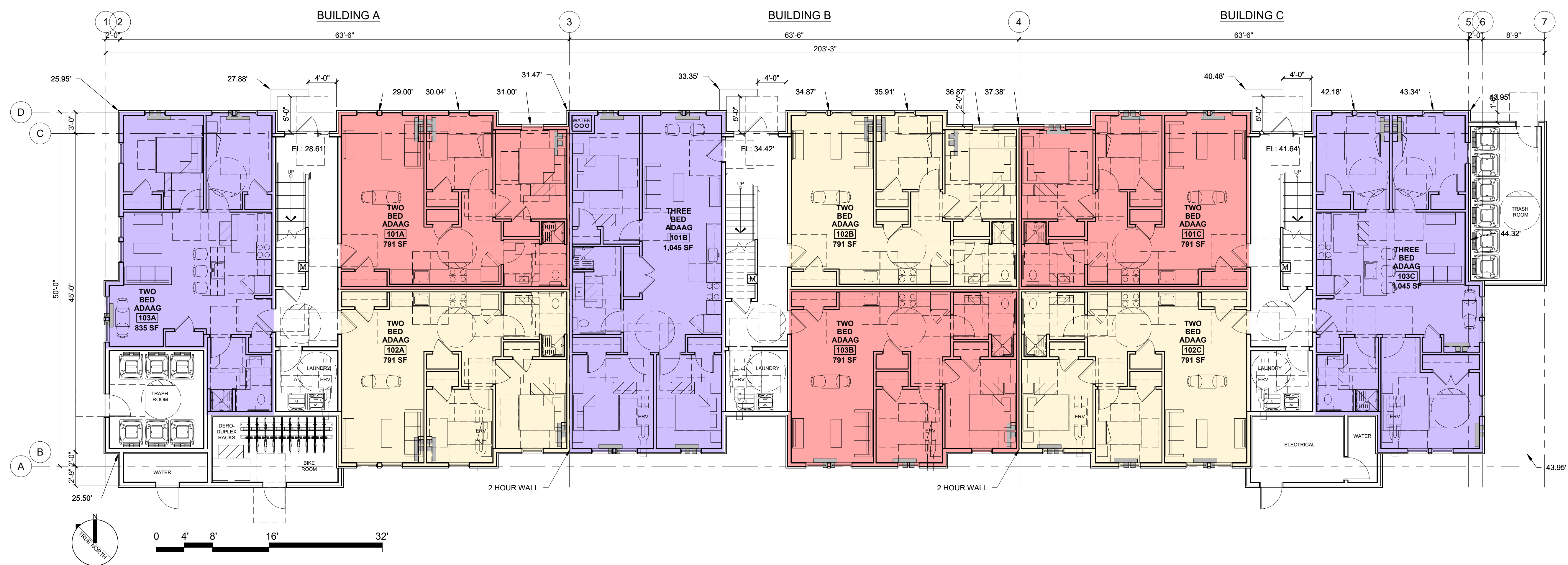
Rent & Income Inflation
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

Site and Floor Plans

1st FLOOR

FLOOR PLATE
9,667 SF

9 UNITS (ALL ADAAG / A)
7x TWO BED UNITS
2x THREE BED UNITS



1 FIRST FLOOR PLAN
1/8" = 1'-0"

27 UNIT APARTMENT BUILDING
COMB BLOCK - MAYO STREET
PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET, SUITE 2
PORTLAND, MAINE 04101
O: 207-747-5159
C: 207-650-6414
senatorearchitecture.com

CONSULTANTS:
REVISIONS:
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MARCH 10, 2025

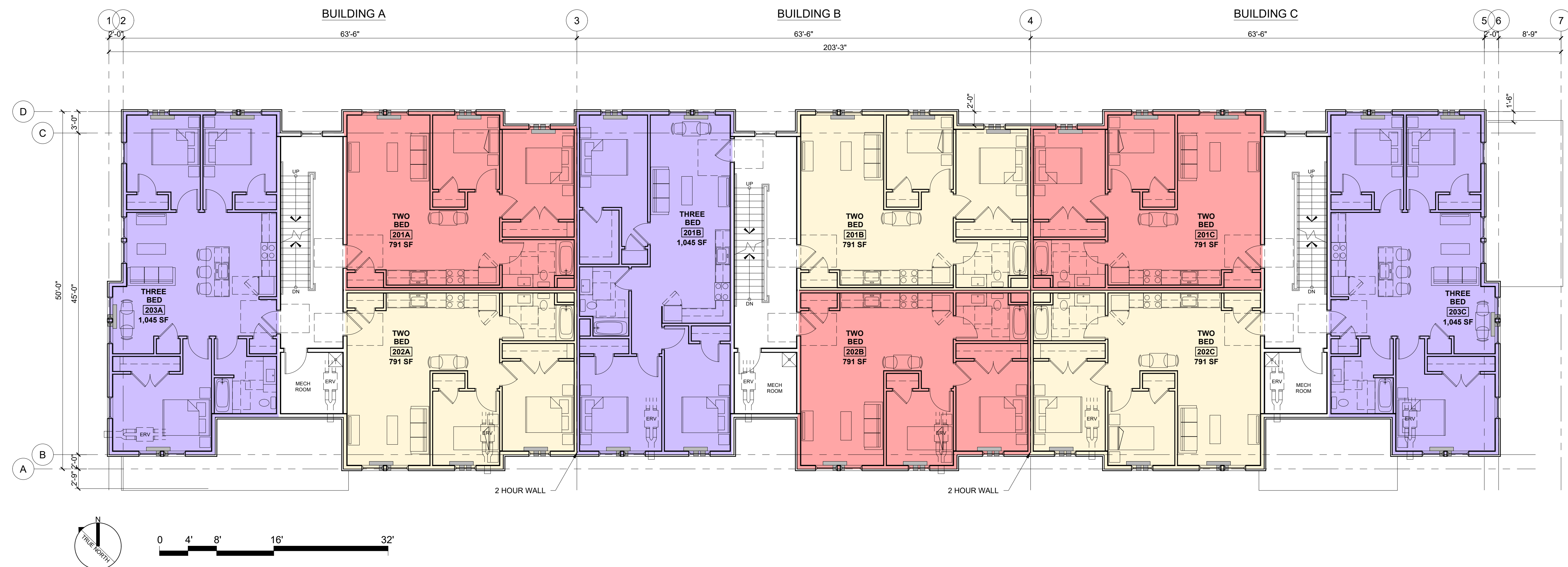
DATE:
PROJECT No. 2454
DRAWN BY: RRT
CHECKED BY: RJS
SCALE: AS NOTED
SHEET TITLE:
FIRST FLOOR
PLAN

A1-1

2nd FLOOR

FLOOR PLATE
8,997 SF

9 UNITS (ALL Type B)
6x TWO BED UNITS
3x THREE BED UNITS



1 SECOND FLOOR PLAN
1/8" = 1'-0"

27 UNIT APARTMENT BUILDING
COMB BLOCK - MAYO STREET
PORTLAND, MAINE



**RYAN SENATORE
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PROJECT No.	2454
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CHECKED BY: RJS

SCALE:	AS NOTED
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PROJECT TITLE:

SECOND FLOOR

PLAN

Figure 1

100

100

Abstract

A 1 0 0 |

A1-21

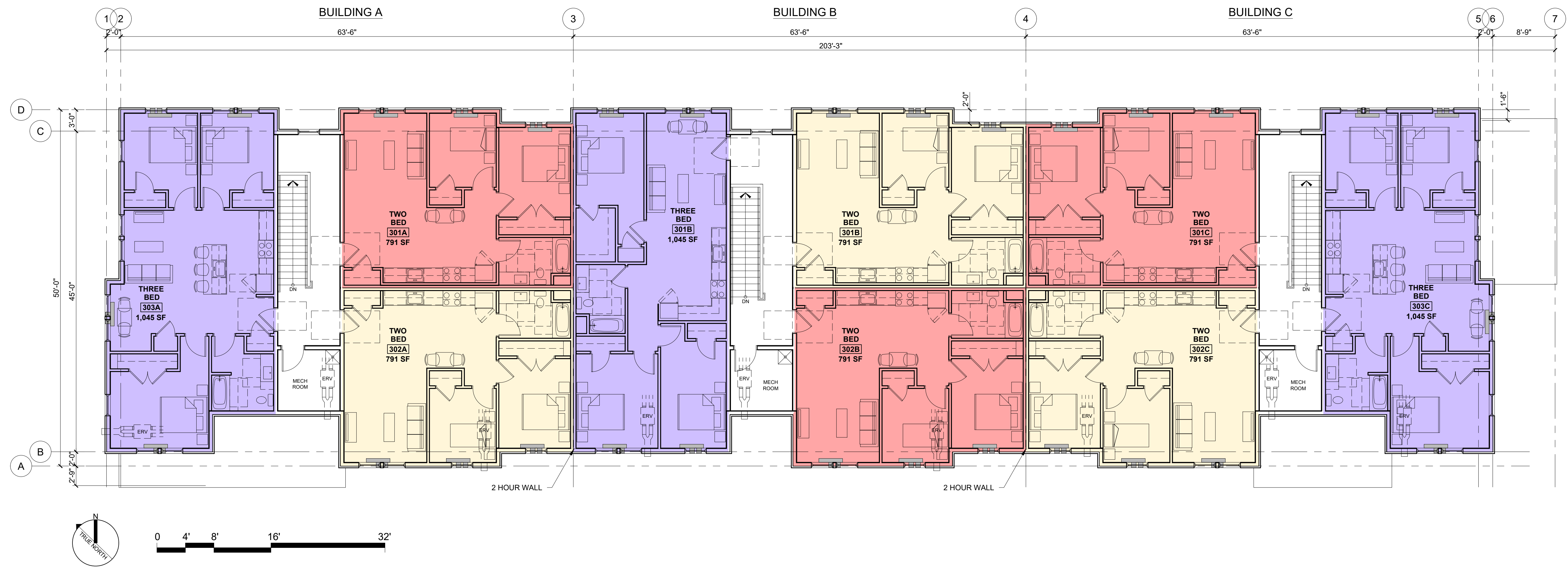
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U

3rd FLOOR

FLOOR PLATE
8,997 SF

9 UNITS (ALL Type B)
6x TWO BED UNITS
3x THREE BED UNITS



1 THIRD FLOOR PLAN
1/8" = 1'-0"



2 ELEVATION
1/8" = 1'-0"



1 ELEVATION
1/8" = 1'-0"

27 UNIT APARTMENT BUILDING
COMB BLOCK - MAYO STREET
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SHEET TITLE:
ELEVATIONS

A2-0

27 UNIT APARTMENT BUILDING
COMB BLOCK - MAYO STREET
PORTLAND, MAINE

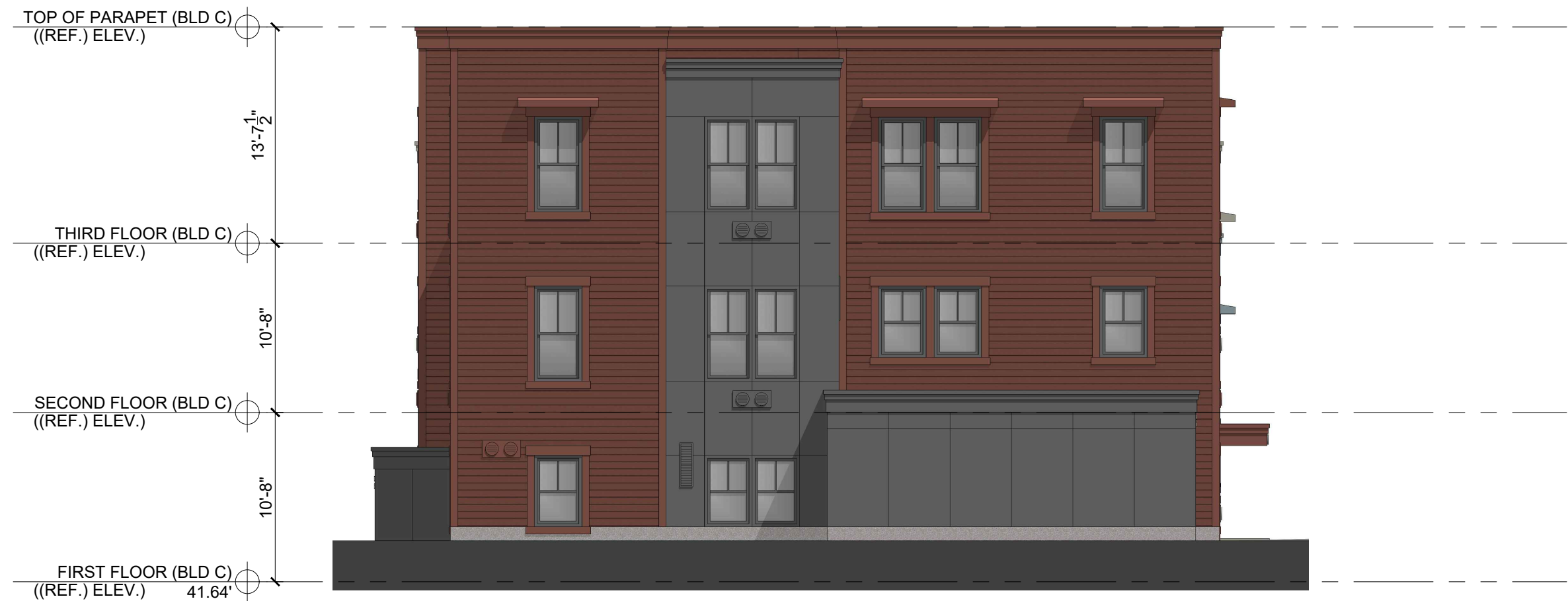
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PROJECT No.	2454
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CHECKED BY:	RJS
SCALE:	AS NOTED
SHEET TITLE:	ELEVATIONS

A2-1



2 ELEVATION
1/8" = 1'-0"



1 ELEVATION
1/8" = 1'-0"



1 PERSPECTIVE IMAGE 1

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27 UNIT APARTMENT BUILDING
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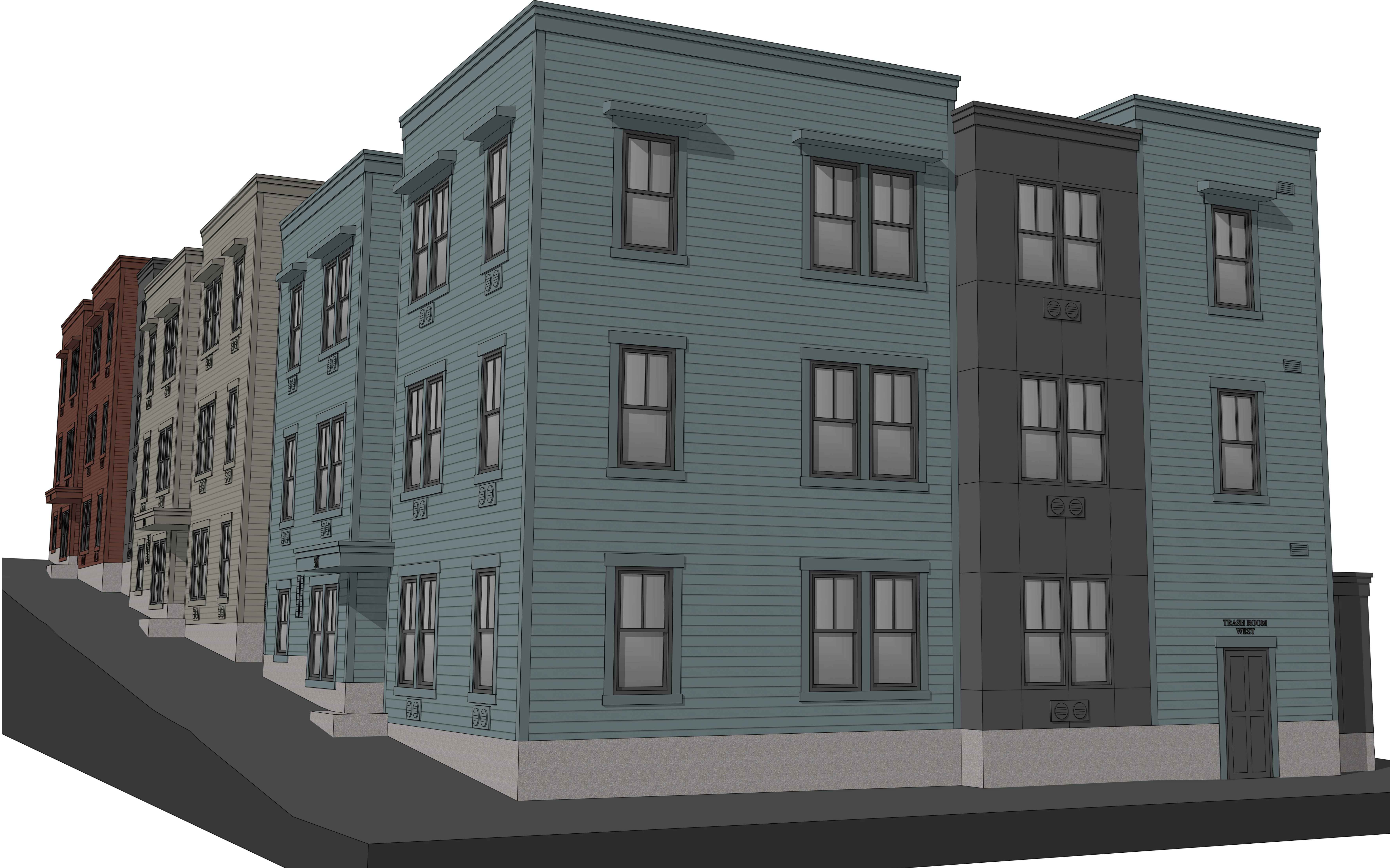
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SHEET TITLE:
PERSPECTIVE
IMAGE 1

P1



1 PERSPECTIVE IMAGE 2

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SHEET TITLE:
PERSPECTIVE
IMAGE 2

P2



1 PERSPECTIVE IMAGE 3

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PORTLAND, MAINE

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SCALE: AS NOTED

SHEET TITLE:
PERSPECTIVE
IMAGE 3

P3



1 PERSPECTIVE IMAGE 4

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MARCH 10, 2025

DATE:

PROJECT No. 2454

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SCALE: AS NOTED

SHEET TITLE:
PERSPECTIVE
IMAGE 4

P4



1 PERSPECTIVE IMAGE 5

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27 UNIT APARTMENT BUILDING
COMB BLOCK - MAYO STREET
PORTLAND, MAINE

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MARCH 10, 2025

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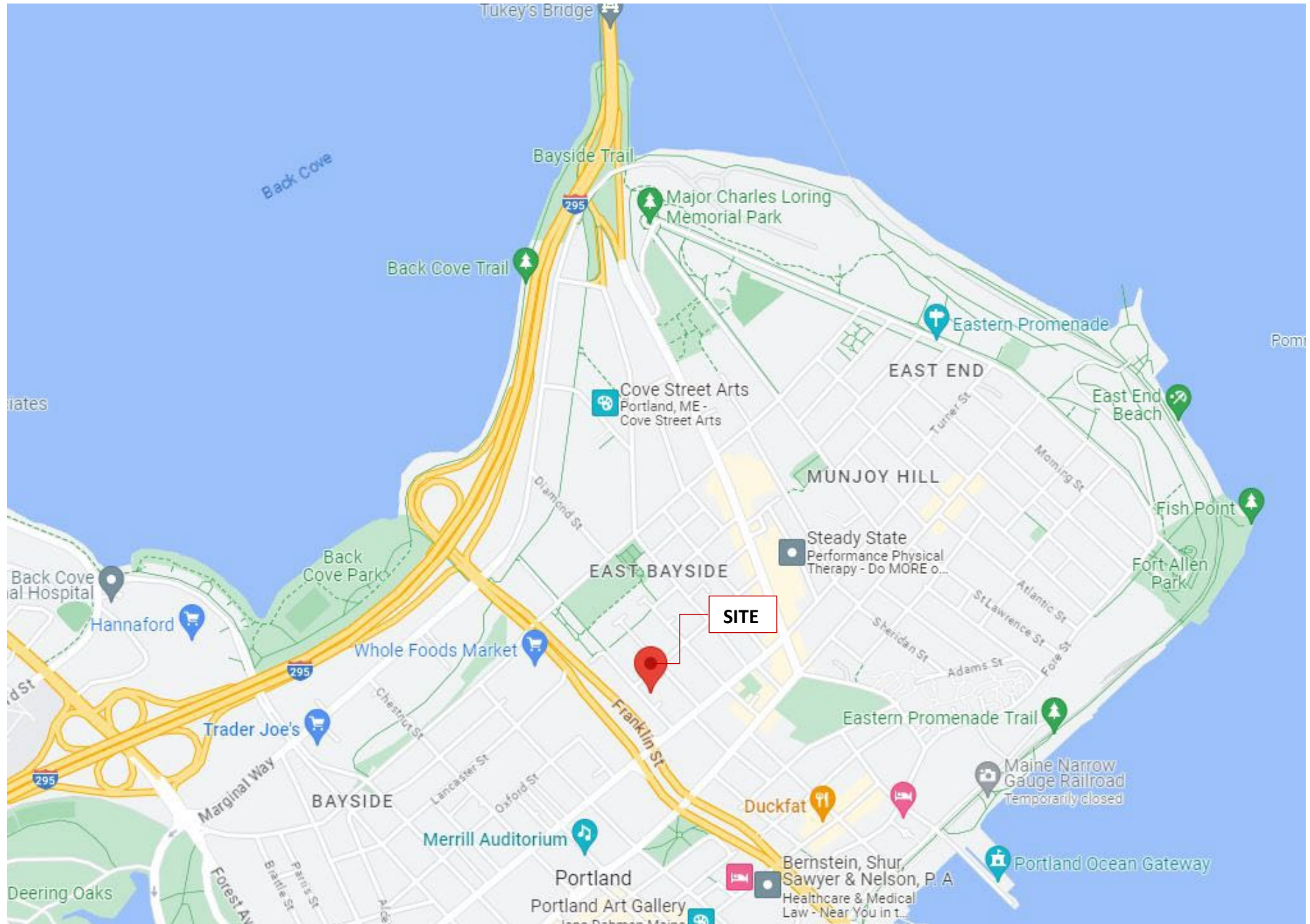
DATE:
PROJECT No. 2454
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CHECKED BY: RJS
SCALE: AS NOTED

SHEET TITLE:
PERSPECTIVE
IMAGE 5

P5

COMB BLOCK

Cumberland Ave, Oxford St, Mayo St, Boyd St



COMB BLOCK

Cumberland Ave, Oxford St, Mayo St, Boyd St



COMB BLOCK

Cumberland Ave, Oxford St, Mayo St, Boyd St



CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the Mayo 70 E Oxford Street
Affordable Housing Development and Tax Increment Financing District

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into as of _____, 2025 (the “Effective Date”) by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and **Mayo Housing, LP**, a Maine Limited Partnership with a mailing address of c/o Portland Housing Development Corporation, 970 Baxter Boulevard, Portland, Maine 04103 (“Developer”).

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project operating costs associated with the construction of a new twenty-seven (27) unit low-income housing development located at 70 E Oxford St, Portland, Maine (the “Development”); and

WHEREAS the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration will be thirty Tax Years (as that term is defined below) and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the “Qualified Project Period”). The period from April 1 of each year through March 31 of the next year is referred to herein as a “Tax Year.” Upon the issuance of the certificate of occupancy for the Development, the parties will execute and record in the Cumberland County Registry of Deeds an amendment to this Declaration setting forth the date that the certificate of occupancy was issued.
2. **Enforceability of Covenants**. The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in

Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.

3. **Covenants.** Developer hereby covenants and represents to the City as follows:

- a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of twenty-seven (27) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.
- b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
- c. **Low Income Units.** For a period of thirty (30) years at least seventeen (17) of the units will be occupied by households with incomes at or below fifty percent (50%) of the area median income, (ii) ten (10) of the units will be occupied by households with incomes at or below sixty percent (60%) of the area median income (referred to as the “Low Income Units”).
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, (“Section 42”) and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”). Any reasonable Determination made by Maine State Housing Authority (“MaineHousing”) that a household satisfies the Applicable Income Limit shall automatically be deemed satisfactory to the City.
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household’s income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent Determination, if after such Determination, but before the next

Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.
- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth ($1/12^{\text{th}}$) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:
- i. For a unit without a separate bedroom, one individual.
 - ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine Housing shall be acceptable to the City.
5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request

for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine Housing shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability.** The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns.** This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices.** Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor.** This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among MaineHousing, the City of Portland, _____, and _____ **[construction lender and any other entities providing financing will also be parties]** dated _____, to be recorded in the Cumberland County Registry of Deeds herewith.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2025.

CITY OF PORTLAND, ME

Witness

By: _____
Danielle P. West
Its: City Manager

State of Maine
Cumberland, ss.

_____, 2025

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Signature page follows.

Mayo Housing, LP
By: COMB Block Development, LLC
Its: General Partner

Witness

By: _____
Name:
Its:

State of Maine
Cumberland, ss.

_____, 2025_

Personally appeared the above named _____ President of COMB Block Development, LLC, General Partner of Mayo Housing, LP and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company and limited partnership.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

CITY OF PORTLAND

**MAYO HOUSING 70 E OXFORD STREET AFFORDABLE HOUSING DEVELOPMENT AND
TAX INCREMENT FINANCING DISTRICT**

DEVELOPMENT PROGRAM

Date: , 2025

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- Exhibit D Certificate of Assessor
- Exhibit E Credit Enhancement Agreement
- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

Mayo Housing 70 E Oxford Street
Affordable Housing Development and Tax Increment Financing District Development Program

Article I. Introduction and Summary of Benefits.

A. **Affordable Housing Development District.** This Development Program provides for the creation of an Affordable Housing Development District located at 70 E. Oxford Street in Portland (Part of 022H001001). The area includes approximately 0.42 acres in the B-1 Neighborhood zone. Multifamily is a permitted use in the B-1 Neighborhood zone. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. **Benefits of the District.**

1. **Affordable Housing.** This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. **No City Bonds or Risks.** The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. **Additional Tax Revenues.** Creation of the District and Development Program will result in additional tax revenues for the City.

4. **Shelter of New Tax Base Growth.** Seventy-five (75%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the Mayo Housing 70 E Oxford Street Affordable Housing Development Tax Increment Financing District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. A Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Mayo Housing, LP, its successors and assigns (the “Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E (the “Credit Enhancement Agreement”) from the District available to the Developer pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of and loans to the Developer, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer’s Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. Portland Housing Development Corporation is proposing the construction of a three-story building on approximately 0.42 acres, into an affordable housing neighborhood, to be known as Mayo Housing E Oxford Street Affordable Housing Development and Tax Increment Financing District. The objective of the project is that 100% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living

accommodation for a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of the construction of twenty-seven (27) residential units with seventeen (17) of the total units affordable to households at or below 50% of the area median income and ten (10) units affordable to households at or below 60% of the area median income. The zoning for the project assures that this number of units and this affordability objective will be met.

The Mayo Housing project is projected to have a total local increased assessed valuation at build out of approximately \$4,225,000 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty year annual average of \$65,604 in tax increment revenues to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$65,604 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at Mayo Housing. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources, the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. No relocation is necessary as a result of this project. The 40 existing Public Housing Units at the COMB Block are currently vacant.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. Portland Housing Authority, its successor or assigns, will as property manager operate the improvements constructed and owned by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City’s Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. In accordance with recent changes approved by the Legislature in L.D. 1783, the duration of an affordable housing tax increment financing district may not exceed the earlier of 30 years after the Tax Year in which the affordable housing is placed in service, as evidenced by issuance of a municipal certificate of occupancy, and 35 years after the Tax Year in which the development program for the district is approved by the Director of the Maine State Housing Authority. The period from April 1 of each year through March 31 of the next year is referred to herein as a “Tax Year.” The Tax Year in which the Development Program is expected to be approved by the Director of the Maine State Housing Authority begins April 1, 2025. If so, the latest possible final Tax Year of the Development Program would begin April 1, 2059.¹ Assuming the Director approves the Development Program during the April 1, 2025 Tax Year, the term of this Development Program will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issues a certificate of occupancy for the project and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total municipal acreage is 13,785.6 acres; the total area of the proposed AHTIF Districts would be approximately 1.74 acres and thus such area represents less than 2% (or 0.0126%) of the total acreage of the City. The total area of the proposed AHTIF Districts (1.74) and the total area of all development districts in the City (890.0508) totals 891.7908 acres which is approximately 6.469% (891.7908/13,785.6) of total municipal acreage of the City. The 891.7908 acres includes two exempt districts—a Transit Oriented TIF District (30.00 acres) and a Downtown/Transit Oriented TIF District (416.1688 acres)—which, when subtracted from the 891.7908 acres is 445.622 acres, which is 3.2325%

¹ In L.D. 1783, the Legislature enacted amendments to 30-A MRSA § 5248(2)(G) which become effective September 23, 2025 and impact the start and end dates of affordable housing tax increment financing districts. Although L.D. 1783 is not currently in effect, it is anticipated to be in effect at the time the AHTIF District Program becomes effective.

(445.622/13,785.6) of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts and the proposed AHTIF Districts is 39.6221 acres or 0.2874% of the total acreage of the City (39.6221/13,785.6) and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF Districts (\$0.00) combined with the Original Assessed Value of all existing Affordable Housing TIF Districts within the City totals \$5,030,461. The taxable property value as of the April 1st before MaineHousing approval (4/1/2025) equals \$14,872,866,446. As the aggregate OAV as a percent of taxable value is 0.0338%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 100% of the dwelling units will be affordable housing and that may be designed to include common outdoor greenspace and streetscape improvements. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the Mayo Housing Affordable Housing Development and Tax Increment Financing District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of March 31, 2025. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is seventy-five percent (75%). Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement, which will be the entire amount of the seventy-five percent (75%) of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the

estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be seventy-five percent (75%) of the Increased Assessed Value. Accordingly, seventy-five percent (75%) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement seventy-five percent (75%) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The Mayo Housing project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$15.31/\$1,000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is “sheltered” in a TIF and, therefore, does not get counted in the City’s state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City’s control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on _____, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on August 11, 2025. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on August 11, 2025 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: _____

Danielle P. West, City Manager,
City of Portland, ME

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: July 16, 2025

SUBJECT: Order 14-25/26 Approving the Mayo Housing 70 East Oxford Street Affordable Housing Credit Enhancement Agreement with Mayo Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to forward this item to the City Council for approval

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final

Action 8/11/2025

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 19, 2025 in order for the developer to apply for Low Income Housing Tax Credits by September 18, 2025. In addition, a ten day public notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City: Corporation Counsel will review the Credit Enhancement Agreement prior to execution.

PRESENTATION: Heidi McCarthy is available for questions and a brief presentation.

I. SUMMARY

This is a companion Order to Order XX -26/27 above.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

VIII. LIST ATTACHMENTS

1. Order - Approving Mayo Housing CEA
2. CEA Mayo FINAL 7.9.25

Prepared by:

Mary Davis, Division Director

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE MAYO HOUSING 70 EAST OXFORD STREET
AFFORDABLE HOUSING CREDIT ENHANCEMENT AGREEMENT WITH MAYO
HOUSING, LP**

ORDERED, that the credit enhancement agreement with a 30-year term and 75% captured revenue rate between the City of Portland and Mayo Housing, LP related to the Mayo Housing 70 East Oxford Street Affordable Housing and Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is authorized to sign the agreement in substantially the same form attached hereto with such changes thereto as deemed appropriate by the City Manager and any other related documents that are necessary or convenient to carry out the intent of said agreement; and

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

MAYO HOUSING, LP

DATED: _____, 2025

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EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2025, (the “Effective Date”), between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Mayo Housing, LP, a Maine Limited Partnership (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the *Mayo Housing 70 E Oxford Street Affordable Housing Development and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on August 11, 2025, Order XX- 25/26, (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____, [Date of District Approval by MaineHousing] and anticipates approval of the amended District and the Development Program by Maine State Housing Authority; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program. See Exhibit 2 for further detail.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Zero Dollars (\$0.00), which is the taxable assessed real property value of the District as of March 31, 2025 (April 1, 2024).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Exhibit 2 for further detail.

“Project” means the planned construction of a three-story building with twenty-seven (27) residential units, streetscape improvements, and common space located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually

paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Mayo Housing 70 E Oxford Street Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program,

as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each Tax Year during the term of this Agreement (collectively the “CEA Years”), the City shall retain in the District seventy-five percent (75%) of the Increased Assessed Value as Captured Assessed Value. The remaining twenty-five percent (25%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to seventy-five percent (75%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such seventy-five percent (75%) portion into the Project Cost Account. The remaining twenty-five percent (25%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program, exclusive of any investment

earnings thereon, shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) No less than monthly, during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into the Project Cost Account as and when due;

(c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If any secured lender of Developer accelerates the indebtedness owed to it;

(f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;

(g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90) days.

(h) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

The term of this Agreement will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the "Term"). Upon the issuance of the certificate of occupancy for the Project, the parties will execute an amendment to this Agreement setting forth the date that the certificate of occupancy was issued. Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Upon receipt of such approval, this Agreement shall remain in full force until expiration of the Term and upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project

by January 1, 2029.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.3. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any

portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Mayo Housing, LP
c/o Portland Housing Development Corporation
970 Baxter Boulevard
Portland, Maine 04103

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____

Name: Danielle P. West

Its City Manager, Duly Authorized by the City
Council at its meeting on August 11, 2025

WITNESS:

Mayo Housing, LP

BY: COMB Block Development, LLC

Its: General Partner

By: _____

Name: Brian Frost

Its: President

EXHIBIT 1

Copy of District Map

MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: July 16, 2025

SUBJECT: Order 15-25/26 Designating Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair. The Committee met on July 1, 2025 and voted 3-0 (Sykes absent) to recommend approval by the City Council

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final

Action 8/11/2025

Can action be taken at a later date: No A ten day public notice, published in the Portland Press Herald, is required by state statute. Additionally, the City must file the AHTIF application with MaineHousing no later than August 19, 2025.

Does this item involve a new contract with the City: This item will require the submission of an Affordable Housing Tax Increment Financing application with Maine Housing, which includes a Development Program, two Credit Enhancement Agreements, and two Declaration of Covenants and Restrictions. All documents will be reviewed and approved by Corporation Counsel prior to execution by the City Manager and developer.

PRESENTATION: Victoria Volent would be available for a brief presentation, if necessary, and to answer any questions.

I. SUMMARY

Portland Housing Development Corporation is requesting an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreements for a project located at 70 East Oxford Street, aka COMB Block, to be known as 181 Cumberland Avenue upon completion.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend approval of this item by the City Council.

Portland Housing Development Corporation is proposing the development of a seven-story, 91 unit building on approximately .55 acres to be known as the Boyd Housing and Cumberland Housing Affordable Housing Development Tax Increment Financing District. The District would have two Credit Enhancement Agreements and two Declaration of Covenants; the first between the City of Portland and Boyd Housing, LP (for Boyd Housing), and the second between the City of Portland and Cumberland Housing, LP (for Cumberland Housing). This would be a mixed-income development for older adults.

Boyd Housing would be comprised of 41 units within the overall 91 unit project. Cumberland Housing would be comprised of 50 units within the overall 91 unit project. The project consists of the construction of a ninety-one (91) unit mixed-income housing development with 55 (fifty-five) of the total units affordable to households

at or below 50% of the area median income, 10 (ten) of the total units affordable to households at or below 60% of the area median income, 16 (sixteen) units affordable to households at or below 80% of the area median income, and the remaining 10 (ten) units at market price. The total bedroom count is 45 studio units, 41 one-bedroom units, and 5 two-bedroom units. Boyd Housing consists of 41 (forty-one) units of low-income housing development with 25 (twenty-five) units affordable to households at or below 50% of the area median income, and 16 (sixteen) units affordable to households at or below 60% of the area median income. Cumberland Housing consists of 50 (fifty) units of mixed-income housing development with 30 (thirty) units affordable to households at or below 50% of the area median income, 10 (ten) units affordable to households at or below 60% of the area median income, and 10 (ten) units at market rate. 19 (nineteen) units (or 20% of the units) would be set aside for people experiencing homelessness or persons who have other special housing needs. 36 (thirty-six) units would be available for persons with a physical disability.

The developer is requesting a unique financing structure with MaineHousing which would allow them to apply for 9% and 4% LIHTCs for the same building. Per the developer, this approach is beneficial for obtaining additional investor equity to finance larger developments with more low-income units. This “twin” LIHTC request would result in two Affordable Housing Tax Increment Financing requests and two Credit Enhancement Agreements for this one project. Both of these requests are for 75% for 30 years. Approval of an AHTIF district and CEA with a maximum 75% capture rate for 30 years allows the developer to be eligible for up to 3 points during the scoring process with MaineHousing.

The total project development cost is estimated to be \$35,866,594 million and the estimated assessed value is \$13,582,980. 75% of the new tax revenue would be captured and returned to the developer through two credit enhancement agreements. The remaining 25% is called non-captured revenue, which would become general fund revenue. 75% of \$13,866,594 at the projected mill rate would return \$210,912 per year or \$6,327,347 over 30 years. The general revenue generated for the City would be \$70,304 per year or \$2,109,116 over 30 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 \$82,544, or \$2,476,329 over 30 years,

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

On May 22, 2025, the Affordable Housing Development and Tax Increment Financing Application was released. Applicants requiring a conditional commitment or reservation of funds as part of other financing applications (e.g. 9% LIHTC) were given a June 15, 2025, submission deadline.

The 2025 Affordable Housing Development and Tax Increment Financing Application made available a total of \$637,896 for affordable housing development based on HUD HOME funding allocation for FY26 of \$274,344 and Jill C. Duson Housing Trust Fund (JCD HTF) balance of \$363,558.

In response to the request for proposals, the City received three requests for the creation of an Affordable Housing District and Credit Enhancement Agreement to convey 75% of incremental tax revenue for a term of 30 years:

Prosperity Place (1125 Brighton Ave): 50 units of mixed-income family housing
Cumberland Housing (70 E Oxford St- Phase 2): 91 units of mixed-income senior housing
Mayo Housing (70 E Oxford St- Phase 3): 27 units of mixed-income family housing

The City's TIF Policy allows for Credit Enhancement Agreements (CEA) terms of up to 75% over thirty years for individual affordable housing projects. This allowance was adopted, in part, to assist affordable housing development projects leverage points in the MaineHousing Low Income Housing Tax Credit (LIHTC) Program. The LIHTC Program application awards a maximum of 3 points to projects that receive a Credit Enhancement Agreement. The number of available points fluctuates based on the percentage and duration of the tax benefit, as noted in the chart below.

The LIHTC Program is very competitive and often there is only a 1- or 2-point difference that separates those projects receiving tax credits and those that do not.

The LIHTC Program application also requires that TIF applications must be submitted to MaineHousing (the entity identified by State Statute to review and approve TIF applications) 30 calendar days before the LIHTC application is due. For example, if the LIHTC application is due on September 18, the City must submit the TIF application to MaineHousing no later than August 19 in order for the developer to be awarded the TIF points.

The City's TIF Policy also requires CEA applicants to demonstrate financial necessity, i.e. "The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed." and financial capacity, i.e. "The applicant must demonstrate financial capacity to support their project." The policy also requires that a financial underwriting analysis is conducted by a third party on all projects requesting a CEA. Third party financial underwriting analysis is included in the item backup.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents. Council Goal 2: Housing Affordability.

V. FINANCIAL IMPACT

- When completed, the project's total assessed value is estimated at \$13,582,980, which would yield \$210,912 in annual assessed property value in year one at the current FY25 millage rate;
- The approximate total amount of tax revenue (aka captured valuation) that would be returned to the project/developer totals \$6,327,347 after the 30-year term (or \$210,912 per year averaged over the 30-year term);
- The approximate total amount of tax revenue (aka non-captured valuation) that would be deposited into the general fund totals \$2,109,116 after the 30-year term (or \$70,304 per year averaged over the 30-year term);
- If the project is not completed, the tax yield on this non-profit property remains at \$0. The tax revenue returned to the project/developer is \$0, and the amount of tax revenue that would be deposited into the general fund is \$0.
- 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 \$82,544+, or \$2,476,329+ over the life of the district.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends approval of the Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement for this project.

VII. RECOMMENDATION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item for approval by the City Council.

VIII. LIST ATTACHMENTS

1. Order - Designating Cumberland Housing and Boyd Housing Affordable Housing and TIF
2. Attachments Boyd Cumberland Housing

Prepared by:
Victoria Volent, Housing Program Manager
Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER DESIGNATING BOYD HOUSING AND CUMBERLAND HOUSING
AFFORDABLE HOUSING DEVELOPMENT AND TAX INCREMENT FINANCING
DISTRICT AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM FOR
THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development and Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Portland Housing Development Corporation, along with its development partners Boyd Housing, LP and Cumberland Housing, LP, intend to construct a certain development within the Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing (“TIF”) District, including 45 studio, 41 one-bedroom, and 5 two-bedroom, rental units for a total of 91 overall units of affordable housing; and

WHEREAS, the developer will utilize 75% of the tax revenues generated in the District for 30 years; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the Boyd Housing and Cumberland Housing Affordable Housing Development and TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the Boyd Housing and Cumberland Housing Affordable Housing Development and TIF District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the Boyd Housing and Cumberland Housing Affordable Housing Development and TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of Boyd Housing and Cumberland Housing Affordable Housing Development and TIF District Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Incremental Financing District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. Chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at their discretion, from time to time, to make such technical revisions to the Development Program for the District as they deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Housing and Economic Development Director is authorized to submit annual reports on the status of the “Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

Memo to Housing and Economic Development Committee

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



TO: Councilor Ali, Chair
Members of the Housing and Economic Development Committee
FROM: Mary Davis, Division Director
Victoria Volent, Housing Program Manager
Heidi McCarthy, Compliance Officer
Housing and Community Development Division
DATE: July 1, 2025
SUBJECT: Affordable Housing and TIF Development Funding Requests

Introduction

On May 22, 2025, the *Affordable Housing Development and Tax Increment Financing Application* was released. Applicants requiring a conditional commitment or reservation of funds as part of other financing applications (e.g. 9% LIHTC) were given a June 15, 2024 submission deadline.

The 2025 *Affordable Housing Development and Tax Increment Financing Application* made available a total of \$637,896 for affordable housing development based on HUD HOME funding allocation for FY26 of \$274,344 and Jill C. Duson Housing Trust Fund (JCD HTF) balance of \$363,558.

In response to the request for proposals, the City received three requests for the creation of an Affordable Housing District and Credit Enhancement Agreement to convey 75% of incremental tax revenue for a term of 30 years:

- Prosperity Place (1125 Brighton Ave): 50 units of mixed-income family housing
- Cumberland Housing (70 E Oxford St- Phase 2): 91 units of mixed-income senior housing
- Mayo Housing (70 E Oxford St- Phase 3): 27 units of mixed-income family housing

TIF Analysis – City TIF Policy and MaineHousing Program Deadlines

The City's TIF Policy allows for Credit Enhancement Agreements (CEA) terms of up to 75% over thirty years for individual affordable housing projects. This allowance was adopted, in part, to assist affordable housing development projects leverage points in the MaineHousing Low Income Housing Tax Credit (LIHTC) Program. The LIHTC Program application awards a maximum of 3 points to projects that receive a Credit Enhancement Agreement. The number of available points fluctuates based on the percentage and duration of the tax benefit, as noted in the chart below.

Percentage and Duration of Tax Benefit or Relief	Points
50% to <75% for at least 15 years	1 point
50% to <75% for at least 30 years	2 points
≥ 75% for at least 15 years	2 points
≥ 75% for at least 30 years	3 points

The LIHTC Program is very competitive and often there is only a 1- or 2-point difference that separates those projects receiving tax credits and those that do not.

The LIHTC Program application also requires that TIF applications must be submitted to MaineHousing (the entity identified by State Statute to review and approve TIF applications) 30 calendar days before the LIHTC application is due. For example, if the LIHTC application is due on September 18, the City must submit the TIF application to MaineHousing no later than August 19 in order for the developer to be awarded the TIF points.

The City's TIF Policy also requires CEA applicants to demonstrate financial necessity, i.e. *"The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed."* and financial capacity, i.e. *"The applicant must demonstrate financial capacity to support their project."* The policy also requires that a financial underwriting analysis is conducted by a third party on all projects requesting a CEA.

Third party underwriting will be completed and presented to the Council during the anticipated first read on July 14, 2025.

Attached are in-depth reviews of the projects request AHTIF funding:

- ATTACHMENT 1: Prosperity Place (1125 Brighton Avenue)
- ATTACHMENT 2: Cumberland Housing (70 E Oxford Street- Phase 2)
- ATTACHMENT 3: Mayo Housing (70 E Oxford Street- Phase 3)

Recommendations

1. Motion 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.
2. Motion to recommend to the City Council approval of an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement for the Cumberland Housing (70 E Oxford Street) Project, with the terms as presented by staff.
3. Motion to recommend to the City Council approval of an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement for the Mayo Housing (70 E Oxford Street) Project, with the terms as presented by staff.

Attachments:

1. Prosperity Place (1125 Brighton Avenue): Project Summary
2. Cumberland Housing (70 E Oxford Street- Phase 2): Project Summary
3. Mayo Housing (70 E Oxford- Phase 3): Project Summary

Cumberland Housing (70 E Oxford Street- Phase 2)

PURPOSE

Portland Housing Development Corporation is requesting an Affordable Housing Tax Increment Financing 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

Portland Housing Development Corporation is requesting an Affordable Housing TIF (75% for 30 years) to construct a seven-story elevator-assisted building with 91 rental units (10 market rate, and 81 affordable) for older adults (55+).

The building would consist of 45 efficiencies, 41 one-bedroom, and 5 two-bedroom apartments. Of the 81 affordable units, 16 would be reserved for households earning at or below 80% AMI (\$83,100 for a two-person household), 10 would be reserved for households earning at or below 60% AMI (i.e. \$62,350 for a two-person household), 35 would be reserved for household earning at or below 50% AMI (i.e. \$45,450 for a one-person household), and 20 would be reserved for households earning at or below 30% AMI (i.e. \$23,400 for a one-person household). 19 units (20% of the units) would be set aside for people experiencing homelessness or persons who have disabilities, are victims of domestic violence, or have other special housing needs. Portland Housing Authority intends to commit approximately 40 project based vouchers. The project would create approximately 36 accessible units for persons with a physical disability.

The 40 existing Public Housing Units at the COMB Block (i.e. 70 E Oxford Street) are currently vacant and do not require any additional relocation of tenants. After completion, the project would be managed by Portland Housing Authority. A full-time Resident Services Coordination (RSC) would be available to assist older adults. Cumberland Housing would be built with efficient building design, materials, and mechanical systems that will strive to meet or exceed the City of Portland Green Building Code. The proximity of the development to transit lines, bike paths, and recreational opportunities would support households without automobiles. Construction would begin September 2026 and be completed March 2028.

This project is currently structured as a Low-Income Housing Tax Credit (LIHTC) “Twin”, which enables access to both 9% and 4% LIHTCs. This approach is beneficial for obtaining additional investor equity to finance larger developments with more low-income residential units. This structure requires the creation of two deals (one for the 9% portion of the development, one for the 4% portion) and each must stand alone financially. Therefore, the project financials are separated into two distinct pro formas, even though the project is contained within a single building.

The developer plans to apply for 9% Low Income Housing Tax Credits from MaineHousing through the QAP. Under the QAP, the developer would be eligible for up to 3 points for an approved AHTIF district and CEA with a maximum 75% capture rate for thirty (30) years. The revenue would be used to offset project operating expenses.

FISCAL IMPACT

- When completed, the project's total assessed-value is estimated at \$13,582,980, which would yield \$210,912 in annual assessed property value in year one at the current FY25 millage rate;
- The approximate total amount of tax revenue (aka captured valuation) that would be returned to the project/developer totals \$6,327,347 after the 30-year term (or \$210,912 per year averaged over the 30-year term);
- The approximate total amount of tax revenue (aka non-captured valuation) that would be deposited into the general fund totals \$2,109,116 after the 30-year term (or \$70,304 per year averaged over the 30-year term);
- If the project is not completed, the tax yield on this non-profit property remains at \$0. The tax revenue returned to the project/developer is \$0, and the amount of tax revenue that would be deposited into the general fund is \$0.
- 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 \$82,544+, or \$2,476,329+ over the life of the district

CONCLUSIONS

As required by the City's Tax Increment Financing Policy, an underwriting analysis is underway. While the underwriter has not yet prepared her written analysis, she has reviewed the financial information and recommends a 75% AHTIF with a maximum potential 30-year term. The full written analysis will be included in the packet for the first read of this item with the City Council.

City staff supports this recommendation.

PREPARED BY

Victoria Volent
Housing Program Manager
Housing and Community Development Division

ATTACHMENTS

Attachment B- Cumberland Housing
(Project Information)
(Pro Forma)
(TIF Projection Table)
(TIF Tax Shift)
(site location map)
(site map)
(elevations)
(floor plans)

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Cumberland & Boyd -- COMB Block Phase II, PHDC
Date: July 7, 2025

Portland Housing Development Corporation (PHDC) requests 30 year, 75% TIF support for Phase II of the new construction at Portland Housing Authority's COMB block site. Cumberland/Boyd will be one 7 story building with 91 units, 81 of which will be affordable. Unit size will range from efficiency to 2-bedroom and serve households from 30% AMI to market rate.

The project is currently structured as a "Twin" -- one physical building with two complete legal structures, one using 9% LIHTC and the other using 4% LIHTC. PHDC hopes Maine Housing will instead approve 4% credits + State credits, but that will be determined by Maine Housing. The attached project budgets show both two separate projects and one combined project. The requested 75% 30 year TIF for Cumberland has a value of \$3,525,956, which is a subsidy of \$70,519/unit. The requested 75% 30 year TIF for Boyd has a value of \$2,891,268, which is also \$70,519/unit. The total TIF subsidy is \$6,417,224.

The COMB Block development has 3 Phases. Phase I was approved in 2024 and will provide 55 family housing units with a mix from efficiency to 3 bedrooms. Phase III, Mayo, is also requesting a 30 year, 75% TIF to support 27 units of family housing in 2 and 3 bedroom units. Over all three Phases, the pre-existing 40 units will be replaced with 173 units in 3 buildings.

Prior to the transfer of the land from PHA to PHDC, PHA will complete the demolition of four structures with 40 existing PHA units, the clean-up of all environmental hazards on the site, and the stabilization of the site which has significant grade issues.

Sources and Uses

See the attached budget for the Sources and Uses, for the two components separately and combined.

PHDC plans to submit a fall application to Maine Housing for 1st mortgage financing, state subsidy, 9% LIHTC for the 50 unit "Cumberland" development, and 4% LIHTC for the 41 unit "Boyd" development. PHDC has letters of interest from Evernorth to purchase the LIHTC at \$.82. Both components of the project show deferred developer fee, with a combined total of \$1,210,814.

The AHP application will be submitted in July and a decision announced in December. PHDC has received three recent AHP Subsidy awards, at Washington Gardens, Solterra, and Front Street Phase 2. COMB Block Phase 1 meets the goal of the AHP program by targeting low- and very low-income households. COMB Block Phase 1 scores in the mid to low 70s on the self-scoring form which has been a competitive score in previous years.

For analysis of "Uses," see Development Budget.

Development Budget

The two components have different costs per unit – 9% of \$351,920 and 4% of \$445,624, with most of the differential in construction hard costs. The combined project has an average cost per unit of \$394,138.

Note that all demolition, hazard remediation and site stabilization is occurring before the transfer of the land to PHDC. None of these expenses are carried in the project budget.

Construction Costs:

Construction costs are based on a conceptual budget by Allied Cook Construction dated 12/20/24, which includes a trades breakdown. PHDC states this estimate “seemed lower than what we have seen on other multifamily projects” and so increased the construction estimate to reflect their sense of recent pricing, and is budgeting a construction contingency of 17.8% on the two components. A new estimate has been requested from the contractor. Given the early stage of development and continued uncertainty of price escalation, supply chain difficulties, and construction worker shortages, this contingency is not as extreme as it appears.

Soft Costs:

Total soft costs are \$97,503 per unit, which is on the high end. “Twins” are notoriously pricey due to the intricate legal structure and the need for duplicate everything, including 3rd party reports. Developer fee of \$2,500,000 is reasonable by industry standards at 7.81% of Total Development Cost, excluding reserves and developer fee, and almost half will be deferred. Given the larger size of the project and complexity of the site, this fee is reasonable.

Relocation funds are included in the budget even though the site is currently unoccupied because former residents will be offered the opportunity to return to the new construction project.

The soft cost total includes a soft cost contingency of \$110,000, just over 2% of soft costs and very slender for this complex project at this stage of development. This risk is mitigated by PHDC’s construction contingency and substantial available resources to cover unexpected costs, see Developer Financial Analysis below.

Acquisition and Environmental:

PHA plans to transfer this site after completion of demolition, hazard remediation and site stabilization. The entire cost of land acquisition is carried in Phase I.

Operating Budget & 20 Year Cashflow Projection

Project Income and Market:

There will be a total of 91 residential units (combined) in this mixed income development. See the attached operating budget for a detailed breakdown of bedroom size and AMI level served.

Rents for the 50%, 60% and 80% units (LIHTC without additional operating subsidy) are budgeted at the maximum allowable LIHTC rate for each unit type. Market rate units are budgeted above Fair Market Rent and voucher rents but below the 80% rents. A satisfactory market analysis supporting the rent structure by unit type is a recommended condition of closing.

Parking is extremely limited for the entire 3 phase development (a total of 6 ADA spots) however, this central location is excellent for car free living, with a near perfect walk score of 97 -- considered “walker’s paradise.” There are groceries, drug store, and neighborhood commercial with a 5 minute walk. Kennedy Park soccer and basketball courts are also 5 minute walk. In addition to some on-site services, PHA provides more for children in PHA/PHDC properties in the immediate vicinity: Head Start is a 2 minute walk, the Study Center a 4 minute walk. The transit score is 51, evaluated as “good transit.”

Operating Expense

The per unit operating expense of \$9,584 (for the combined components) appears on the face of it to be on the high side by industry standards, however, this includes all utilities (\$1,648/unit) and reflects the full tax bill (\$2,318/unit). Administration and maintenance are well within industry standards and the total budget is lean overall. The supportive services budget is \$35,000, sufficient for the minimum Maine Housing required staffing and a few supplies (and additional services for children are a short walk away, per above).

Reserve for replacement is budgeted at \$500/unit/year. This is an appropriate contribution as this property will sustain substantial wear and tear. Despite what appears to be a high “list price” per unit, the operating costs considered as a whole are reasonable given the needs of the project.

30 Year Cashflow & Debt Service Coverage Ratio (DSCR)

DSCR measures the margin within the operating budget to meet expenses. Current DSCR is 1.17 for Cumberland (9%) and 1.16 for Boyd (4%), with a combined DSCR of 1.17. Without a 75% TIF supporting operations in year 1, the project will not be able to secure financing because the margins will be too tight. Without a 75% TIF in year one, cashflow is negative in year 1 for Cumberland, and DSCR of 1.00 (no margin) for Boyd.

Developer Financials

Portland Housing Authority has submitted audits for FY 2021, 2022, 2023 and 2024. The audits include primary (consolidated) entities, which include PHDC, and also report on “Discrete Component Units,” projects controlled by PHA but reflected separately in the audit. Their fiscal year ends 6/30.

For PHA (consolidated entities), 2024 was (yet another) very strong year operationally. Their audit as of 6/30/24 shows strong financial health, with current assets of \$33.5 million and current liabilities of \$3.1 mill, for a very strong current ratio of 10.82. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 8.9. Net position is up \$19 million, to \$45 million, a 74.6% increase in net position from 2023 to 2024. PHA FY24 operating revenue was up a 16.8%. Non-operating revenue was \$18 million (an increase of 1,011% over '23), primarily from HUD capital grants and gain on sale of Harbor Terrace. Operating expenses were up 19%, but revenues exceeded expenses by over \$19 million.

“Discrete Component Entities” (Bayside Anchor, 58 Boyd, and Washington Gardens) adds substantial additional net position to the already very strong financial picture. The combined net position of the “Discrete Component Entities” is \$15.5 million, bringing the total combined net position of PHA & Discrete Component Entities to over \$60.5 million. In 2024, “Discrete Component Entities” revenues exceeded expenses by \$3.8 million.

Managements income/expense reports as of February 28, 2025 (unaudited) suggest '24-'25 will be strong for PHA overall. Operating income is above budget, while operating expenses are below budget, with YTD net income of \$1.7 million. PHDC statements dated March 25, 2025, viewed as if it were a stand alone entity (which it is not), show a rockier start to the year. Though rental income exceeded budget by 21% and expenses ran under budget by 13%, the YTD net income was -\$84,216. This was due to several budgeted developer fees that had not been received to date. Delayed developer fees can lead to large swings in income between periods which can be challenging especially for small developers, but PHDC/PHA has the capital base and resources to thrive financially even when developer fee income is delayed.

Overall, PHA has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected set backs and/or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of present market volatility.

Recommendations :

The developer must at minimum meet three primary criteria for an AHTIF approval:

1. Community Need: "...site specific AHTIF designations must address an identified community need."

PHDC proposes to fully redevelop a distressed site, creating a total of 173 units of housing for households at 30-80% AM in its 3 Phase development. Affordable housing is identified as a community need in Portland's Plan 2030 and the City Council's 2025 Common Goals

2. Financial Necessity: "The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed."

The financial projections demonstrate that a 75% TIF will be necessary for the project to proceed. The TIF functions to support the cashflow of the project and demonstrates a cashflow cushion to the mortgage lender to meet the lender's underwriting standards, in this case Maine Housing's requirement of 1.15 DSCR in year 1.

3. Financial Capacity: "The applicant must demonstrate financial capacity to support their project."

PHA and PHDC have demonstrated the financial capacity to support the project through their strong organizational financials (see Developer Financials above), organizational track record, and a letter of interest from their syndicator.

This is an appropriate redevelopment, making good use of a complex site by a developer with the development experience and financial resources to make the project successful.

I recommend a 75% TIF for a maximum of 30 years.

Prior to closing, satisfactory review of:

1. Market Study supporting demand at the 80% and market rent levels;
2. Completion of hazard remediation plan and site stabilization;
3. Updated development and operating budgets;
4. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

BOYD HOUSING AND CUMBERLAND HOUSING AHTIF DOCUMENTS

B. Project Information

Completed by jbarker@porthouse.org on 6/11/2025 2:23 PM

Case Id: 30620

Name: Portland Housing Development Corporation -

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Property Address

70 E. Oxford Street Portland, ME 04101

B.2. Project Name

Cumberland Housing

B.3. Tax chart, block, and lot number

Tax Chart 022, Block H001, Lot 001

B.4. Zoning Designation

B1 & B2b

B.5. Is the requested funding type HOME/HTF?

No

B.6. Requested amount of Affordable Housing Development Funding

\$0.00

B.7. Is the requested funding type AHTIF?

Yes

AHTIF Terms:

This application requests the creation of an AHTIF District and up to two Credit Enhancement Agreements to convey 75% of the incremental taxable revenue for the property to support construction costs. The term requested is for 30 years.

B.8. Total number of housing units to be constructed:

91

B.9. Total number of housing units to be rehabilitated:

0

B.10. Total Number of market rate units:

10

B.11. Total number of deed restricted units:

81

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B.12. Total number of Units at 120% AMI:

0

B.13. Total number of Units at 110% AMI:

0

B.14. Total number of Units at 100% AMI:

0

B.15. Total number of Units at 80% AMI:

16

B.16. Total number of Units at 60% AMI:

10

B.17. Total number of Units at 50% AMI:

35

B.18. Total number of Units at 40% AMI:

19

B.19. Housing Type

Rental

B.20. Total number of studio/efficiency units:

45

B.21. Total number of one-bedroom units:

41

B.22. Total number of two-bedroom units:

5

B.23. Total number of three-bedroom units

0

B.24. Total number of four-bedroom units

0

B.25. Total number of five-bedroom units

0

B.26. Property Manager

Porthouse Management (Portland Housing Authority)

B.27. When is construction expected to begin?

09/01/2026

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B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:

- **Description of municipal housing need and how the development addresses that need;**
- **Requested amount of Affordable Housing Development Funding;**
- **Description of how City's participation is financially necessary in order for the project to proceed;**
- **Description of allowed uses in the zone;**
- **Description of residential and non-residential uses in the area;**
- **Description of accessory uses relating to residential use, if any;**
- **Indicate if this project requires relocation of existing commercial or residential tenants;**
- **Description of relocation plan for persons temporarily or permanently displaced by development activities;**
- **Description of how the development is consistent with the Comprehensive Plan**
- **Description of how housing and facilities in the development will be operated after completion;**
- **Description of planned uses of tax increment revenues from the district (AHTIF projects only).**

PROJECT OVERVIEW This application requests funding to support the construction of a 91-unit mixed-income development with 81 affordable housing units located in the East Bayside neighborhood of Portland, Maine. The development will consist of a 7-story building with common outdoor green space. The building will be constructed with energy efficient building materials, design, and mechanical systems. The proximity of the development to transit lines, bike paths, and recreational opportunities will support households without automobiles. NOTE: This project is currently structured as a Low-Income Housing Tax Credit (LIHTC) "Twin", which enables access to both 9% and 4% LIHTCs. This approach is beneficial for obtaining additional investor equity to finance larger developments with more low-income residential units. This structure requires the creation of two deals (one for the 9% portion of the development, one for the 4% portion) and each must stand alone financially. Therefore, the project financials are separated into two distinct pro forma, even though the project is contained within a single building. It is our hope that if this project receives a 9% LIHTC award for that portion of the project, the Maine State Housing Authority (MSHA) will elect to convert it to 4% LIHTC + State LIHTC financing, which will eliminate the need for the "Twin" structure. PHDC would prefer not to proceed with a "Twin" structure, however the only way to access State LIHTC is through a competitive 9% LIHTC award, and the decision to convert to 4% + State is solely at the discretion of MSHA.

Cumberland Housing Project Amenities: • 91 total housing units (10 market rate, 81 affordable) • Accessible outdoor green space • Energy efficient new construction • Enhancements to the streetscape on Cumberland Avenue and Boyd Street • Increased mid-block pedestrian connectivity • Community room, indoor bike storage, trash chute

Cumberland Housing will serve a variety of Low-Income households with: • 20 units reserved for Extremely Low-Income households earning at or below 30% AMI • 35 units reserved for Very Low-Income households earning at or below 50% AMI • 10 units reserved for Low-Income households earning at or below 60% AMI • 16 units reserved for Low-Income households earning at or below 80% AMI The project will set aside 19 units for Persons Experiencing Homelessness or persons who have disabilities, are victims of domestic violence, or have other special housing needs, to create permanent supportive housing for persons who require that level of intervention within the special needs population. **History of COMB Block:** The COMB Block is a parcel of land bound by Cumberland Avenue, Oxford Street, Mayo Street, and Boyd Street in the East Bayside neighborhood of Portland, Maine. The block currently consists of four public housing buildings built in 1972, with 40 two-bedroom units serving families. The COMB Block was identified in Portland Housing Authority's 2015 Strategic Vision Plan as the top priority property for re-development due to deterioration of buildings, poor construction quality and structural issues with poor soils. A 2024 Physical Needs Assessment concluded that the buildings were at the end of their useful life, and PHA's Strategic Vision Plan made them a top priority among the 1,000 apartments owned by PHA. The Physical Needs Assessment determined that renovations would be costlier than demolition and new construction. Given the age of the property, there are hazardous materials that will need to be removed before the demolition. PHA received approval in September 2024 from HUD under Section 18 Demolition and Disposition of the Housing Act of 1937 to re-develop the COMB Block

public housing. PHA intends to commit approximately 40 Project-Based Vouchers. Cumberland Housing will include units with a variety of AMI restrictions as well as 10 market rate units with a goal of diversifying incomes in the development and neighborhood. Cumberland Housing obtained Planning Board approval on May 27, 2025 and anticipates a LIHTC award this year. The project has been in pre-development since mid-2024. Portland Housing expects to close the project and commence construction in Fall 2026. ***** DESCRIPTION OF MUNICIPAL HOUSING NEED AND HOW THE DEVELOPMENT ADDRESSES THAT NEED Housing need in Maine is top of mind for communities, families, and policymakers. Housing supply directly impacts economic growth and the region's ability to attract and retain workers and families that contribute to the economy and enhance the vibrancy of our communities. In recent years especially, low and very low-income families have been facing increased daily challenges due to inflation pressures increasing the cost of daily goods such as groceries and gas. These same families have been entirely priced out of the housing market. Inflation, supply chain challenges, shortages in workforce, and increasing construction costs have made developing new housing units an increasingly difficult task year over year. In 2023, Maine State Housing Authority, alongside the Governor's Office of Policy Innovation and the Future and the Department of Economic and Community Development released the State of Maine Housing Production Needs Study. This study identified a need for at least 84,000 new homes within the next seven years to meet anticipated demand. According to the 2022 US Census ACS 5-year estimate, approximately 44% of renter-occupied households in Portland were cost-burdened, meaning the household pays more than 30% of their total income on housing costs. The city continues to see both renter and homeowner households struggling to compete in the current market. The city recorded 582 total new units completed in 2024, with only 142 of those units affordable to households earning at or below 80% AMI. The Project proposed in this application is a 91-unit mixed-income development in the East Bayside neighborhood that includes units reserved for Low-, Very Low-, and Extremely-Low Income Households, while also encouraging income diversity with 10 market rate units. The development is located on the peninsula and walkable to downtown Portland amenities. Today, the property consists of 40 public housing units that, due to poor construction and deferred maintenance from lack of funding, have extended past their useful life. The existing public housing will be demolished and redeveloped as part of this project to add much needed, deeply affordable housing in the heart of Portland. ***** REQUESTED AMOUNT OF AFFORDABLE HOUSING DEVELOPMENT FUNDING This project is requesting the creation of an AHTIF and up to two Credit Enhancement Agreements only (one per LIHTC deal). No funding from HOME or the Housing Trust Fund is requested. ***** DESCRIPTION OF HOW CITY'S PARTICIPATION IS FINANCIALLY NECESSARY IN ORDER FOR THE PROJECT TO PROCEED The Cumberland Housing pro forma has a 1.16 Debt Service Coverage Ratio (DSCR) in year 1 (assuming a 75% TIF). The project cannot support additional permanent loan amount as it is at maximum loan-to-value (LTV) ratio. The City's participation is necessary to provide AHTIF and make this project financially feasible. Without this funding, the Cumberland Housing project could not proceed as currently envisioned. The development budget costs and operating expenses are reasonable, in-line with comparable projects, and reflect actual market conditions, including unprecedented inflation during the past 24-36 months. All development budget and operating expense line items comply with applicable City of Portland and MaineHousing guidelines. ***** DESCRIPTION OF ALLOWED USES IN THE ZONE Cumberland Housing is located within the B1 Neighborhood Business Zone and the B2-b Community Business Zone. Both zones allow for multi-family dwellings. The proposed project fully complies with current zoning – including density/lot area, height, setbacks, lot coverage, frontage, floor area, etc. – and does not require any rezoning amendments. ***** DESCRIPTION OF RESIDENTIAL AND NON-RESIDENTIAL USES IN THE AREA; Uses immediately surrounding the COMB Block are primarily residential to the north and west. East of the site there are a variety of uses including commercial and institutional. Directly neighboring the property are two commercial uses, a small restaurant, and a performing arts center. Across Cumberland Avenue are located the Cathedral of Immaculate Conception, Portland Adult Education, Peppermint Park, and other small commercial uses. ***** DESCRIPTION OF ACCESSORY USES RELATING TO RESIDENTIAL USE, IF ANY Not Applicable. See Exhibit "15 – Evidence of Commitment of Resident Services" for more information on service need and offerings at the COMB Block and in Bayside East. ***** INDICATE IF THIS PROJECT REQUIRES RELOCATION OF EXISTING COMMERCIAL OR RESIDENTIAL TENANTS The 40 existing Public Housing Units at the COMB Block located within the four buildings, 25 Boyd Street, 9 Boyd Street, 20 Mayo Street, and 24 Mayo Street in Portland, are currently vacant and do not require any additional relocation of tenants. ***** DESCRIPTION OF RELOCATION PLAN FOR PERSONS TEMPORARILY OR PERMANENTLY DISPLACED BY DEVELOPMENT ACTIVITIES The

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PHA Relocation Plan for this project can be found in the “19 - Relocation Plan & Budget” attachment.

***** DESCRIPTION OF HOW THE DEVELOPMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN Policy Guide: Environment 7. Support Sustainable Land Use and Transportation Policies “Plan for the mitigation and redevelopment of brownfields to support productive uses and a healthier environment for residents.” – Cumberland Housing will include the redevelopment of a brownfields site. The redevelopment will include both removal of hazardous building materials in the existing public housing and mitigation of contaminated soils on the site. Policy Guide: Housing 3. Remove Housing Barriers • “Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as well as whether it allows for priority growth areas.” – The zoning of the COMB Block parcel allows for a significant increase in density from what exists on the property today. The entire COMB Block redevelopment proposes to provide 173 units on the property (91 units in Cumberland Housing), while also expanding community space. The development of Cumberland Housing is approximately 30% of the overall existing parcel. The new units are centrally located in East Bayside, with close proximity to services, transit, recreation, jobs, and neighborhood amenities. 4. Promote Sustainability • “Encourage energy efficiency in new construction and rehabilitation of our housing stock.” – Cumberland Housing will be built with efficient building design, materials, and mechanical systems that will strive to meet or exceed the City of Portland Green Building Code, as applicable. 8. Support Age-Friendly Housing Options • “Create, promote, and facilitate safe, affordable, and practical housing solutions that will meet the evolving needs of Portland residents as they age.” – Cumberland Housing will be designated as housing for older adults (55+). The project will create approximately 36 accessible units for persons with a physical disability. To facilitate aging in place, the new multifamily building will be elevatored and include a diversity of unit sizes, ranging from studio units to two-bedroom units. Sitework will improve accessible routes throughout the site. A full-time Resident Services Coordination (RSC) will also be available to assist older adults, including connecting them to local service providers as their needs evolve. 9. Adapt Affordable Housing • “Pursue new opportunities for increased energy efficiency, increased densities, mixed incomes, and greater connectivity to surrounding neighborhoods.” – The project will increase energy efficiency of the community (see “4. Promote Sustainability” above). The project will increase residential density of the community by 91 units. The project will include 10 market rate units to contribute to income diversity in the community. *****

DESCRIPTION OF HOW HOUSING AND FACILITIES IN THE DEVELOPMENT WILL BE OPERATED AFTER COMPLETION Portland Housing Authority (PHA) will manage Cumberland Housing following construction completion. PHA and its affiliated corporations provide long-term affordable rental housing and rental assistance to more than 2,700 low-income families, seniors and disabled individuals through its Low-Income Public Housing (LIPH) and Housing Choice Voucher (HCV) Programs. This includes management of nearly 1,000 LIPH and market-rate units and administration of over 2,000 housing vouchers. PHA houses over 6,500 residents, close to 10% of the City’s population. PHA believes that providing safe, quality, affordable housing gives residents the stability they need and the opportunity for success they deserve. PHA’s management has a team approach in its day-to-day operations that begins and ends with the on-site management and maintenance staff. PHA expects the on-site management and maintenance staff to be fully trained, equipped and educated in all business aspects, and property-specific requirements. PHA’s Executive Director, Asset Manager, Facilities Director, Director of Housing Services, Director of Finance and Administration, and Director of Property Management oversee the management operations and work together to ensure PHA meets its overall goals. See Exhibit “18 – Management Plan” for more information on the operations of Cumberland Housing including Resident Services, Maintenance, Facilities, Finance, and Compliance. ***** DESCRIPTION OF PLANNED USES OF TAX INCREMENT REVENUES FROM THE DISTRICT (AHTIF PROJECTS ONLY) This application requests the creation of an AHTIF District and up to two Credit Enhancement Agreements (one for each LIHTC deal within the “Twin” structure) to convey 75% of the incremental taxable revenue for the entire property towards operating support for the project for a term of 30 years. This will reduce operating expenses for this affordable property and allow it to carry additional debt to finance the new construction of 91 units. In order to make the project financially feasible, this project requires multiple subsidy sources in addition to a AHTIF of no less than 75%.

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the Boyd Housing and
Cumberland Housing Affordable Housing Development and Tax Increment Financing
District

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into as of _____, 2026 by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and **Boyd Housing, LP**, a Maine Limited Partnership with a mailing address of c/o Portland Housing Development Corporation, 970 Baxter Boulevard, Portland, Maine 04103 (“Developer”).

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project operating costs associated with the construction of a new ninety-one (91) unit mixed-income housing development located at 181 Cumberland Avenue, Portland, Maine (the “Development”); and

WHEREAS the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration will be thirty Tax Years (as that term is defined below) and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the “Qualified Project Period”). The period from April 1 of each year through March 31 of the next year is referred to herein as a “Tax Year.” Upon the issuance of the certificate of occupancy for the Development, the parties will execute and record in the Cumberland County Registry of Deeds an amendment to this Declaration setting forth the date that the certificate of occupancy was issued.
2. **Enforceability of Covenants**. The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in

Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.

3. **Covenants.** Developer hereby covenants and represents to the City as follows:

- a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of ninety-one (91) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.
- b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
- c. **Low Income Units.** For a period of thirty (30) years at least (i) fifty-five (55) of the units will be occupied by households with incomes at or below fifty percent (50%) of the area median income, (ii) ten (10) of the units will be occupied by households with incomes at or below sixty percent (60%) of the area median income, and (iii) sixteen (16) of the units will be occupied by households at or below eighty percent (80%) of the area median income (referred to as the “Low Income Units”).
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, (“Section 42”) and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”). Any reasonable Determination made by Maine State Housing Authority (“MaineHousing”) that a household satisfies the Applicable Income Limit shall automatically be deemed satisfactory to the City.
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household’s income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most

recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

- i. For a unit without a separate bedroom, one individual.
- ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
- 4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine Housing shall be acceptable to the City.
 - 5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request

for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by MaineHousing shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability.** The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns.** This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices.** Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor.** This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among MaineHousing, the City of Portland, _____, and _____ **[construction lender and any other entities providing financing will also be parties]** dated _____, to be recorded in the Cumberland County Registry of Deeds herewith.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2026.

CITY OF PORTLAND, ME

Witness

By: _____
Danielle P. West
Its: City Manager

State of Maine
Cumberland, ss.

_____, 2026

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Signature page follows.

BOYD HOUSING, LP
By: COMB Block Development, LLC
Its: General Partner

Witness

By:_____
Brian Frost
Its: President

State of Maine
Cumberland, ss.

_____, 2026

Personally appeared the above named Brian Frost, President of COMB Block Development, LLC, General Partner of Boyd Housing, LP and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company and limited partnership.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the Boyd Housing and
Cumberland Housing Affordable Housing Development and Tax Increment Financing
District

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into as of _____, 2026 (the “Effective Date”) by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and **Cumberland Housing, LP**, a Maine Limited Partnership with a mailing address of c/o Portland Housing Development Corporation, 970 Baxter Boulevard, Portland, Maine 04103 (“Developer”).

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project operating costs associated with the construction of a new ninety-one (91) unit mixed-income housing development located at 181 Cumberland Avenue, Portland, Maine (the “Development”); and

WHEREAS the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration shall commence on the Effective Date and will end on the earlier of (i) March 31 of the Tax Year (as defined below) that is thirty years after March 31 of the Tax Year during which the City issued a certificate of occupancy for the Development, or (ii) March 31, 2060 (the “Qualified Project Period”). The period from April 1 of each year through March 31 of the next year is referred to herein as a “Tax Year.” Upon the issuance of the certificate of occupancy for the Development, the parties will execute and record in the Cumberland County Registry of Deeds an amendment to this Declaration setting forth the date that the certificate of occupancy was issued.
2. **Enforceability of Covenants**. The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in

Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.

3. **Covenants.** Developer hereby covenants and represents to the City as follows:

- a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of ninety-one (91) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.
- b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
- c. **Low Income Units.** For a period of thirty (30) years at least (i) fifty-five (55) of the units will be occupied by households with incomes at or below fifty percent (50%) of the area median income, (ii) ten (10) of the units will be occupied by households with incomes at or below sixty percent (60%) of the area median income, and (iii) sixteen (16) of the units will be occupied by households at or below eighty percent (80%) of the area median income (referred to as the “Low Income Units”).
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, (“Section 42”) and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”). Any reasonable Determination made by Maine State Housing Authority (“MaineHousing”) that a household satisfies the Applicable Income Limit shall automatically be deemed satisfactory to the City.
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household’s income may exceed the Applicable Income Limit, adjusted for family size, at the time of the

most recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth ($1/12^{\text{th}}$) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

- i. For a unit without a separate bedroom, one individual.
- ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
- 4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine Housing shall be acceptable to the City.
 - 5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request

for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine Housing shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability.** The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns.** This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices.** Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor.** This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine Housing, the City of Portland, _____, and _____ **[construction lender and any other entities providing financing will also be parties]** dated _____, to be recorded in the Cumberland County Registry of Deeds herewith.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2026.

CITY OF PORTLAND, ME

Witness

By: _____
Danielle P. West
Its: City Manager

State of Maine
Cumberland, ss.

_____, 2026

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Signature page follows.

CUMBERLAND HOUSING, LP
By: COMB Block Development, LLC
Its: General Partner

Witness

By: _____
Brian Frost
Its: President

State of Maine
Cumberland, ss.

_____, 2026

Personally appeared the above named Brian Frost, President of COMB Block Development, LLC, General Partner of Cumberland Housing, LP and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company and limited partnership.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

CITY OF PORTLAND

**BOYD HOUSING AND CUMBERLAND HOUSING AFFORDABLE HOUSING
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT**

DEVELOPMENT PROGRAM

Date: August , 2025

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- Exhibit I Declaration of Covenants, Conditions and Restrictions
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Boyd Housing and Cumberland Housing
Affordable Housing Development and Tax Increment Financing District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 181 Cumberland Avenue in Portland (022 H001001). The area includes approximately .55 acres in the B-1 and B-2b Community Business zones. Multifamily is a permitted use in both zones. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. Seventy-five percent (75%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the Boyd Housing and Cumberland Housing Affordable Housing Development Tax Increment Financing District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. A Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased

or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Boyd Housing, LP, its successors and assigns (the “Developer”) and allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Cumberland Housing, LP, its successors and assigns (the “Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreements attached hereto as Exhibit E (the “Credit Enhancement Agreements”) from the District available to the Developers pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developers for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developers, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreements will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developers will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developers will be financed by Developers through equity of and loans to the Developers, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developers will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developers the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developers’ Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developers under the Credit Enhancement Agreements will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. Portland Housing Development Corporation is proposing the development of a seven-story, 91 unit building on approximately .55 acres to be known as the Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District. The District would have two Credit Enhancement Agreements and two Declaration of Covenants; the first between the City of Portland and Boyd Housing, LP (for Boyd Housing), and the second between the City of Portland and Cumberland Housing, LP (for Cumberland Housing). Boyd Housing would be comprised of 41 units within the overall 91 unit project. Cumberland Housing would be comprised of 50 units within the overall 91 unit project. The Capital Project at 181 Cumberland Avenue involves the construction of a seven-story, 91 unit building on approximately .55 acres, into an affordable housing neighborhood. The objective of the project is that 89% of the units would be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development. The project consists of the construction of a ninety-one (91) unit, mixed-income housing development with 55 (fifty-five) of the total units affordable to households at or below 50% of the area median income, 10 (ten) of the total units affordable to households at or below 60% of the area median income, 16 (sixteen) units affordable to households at or below 80% of the area median income, and the remaining 10 (ten) units at market price. The zoning for the project assures that this number of units and this affordability objective will be met. Boyd Housing consists of 41 (forty-one) units of low-income housing development with 25 (twenty-five) units affordable to households at or below 50% of the area median income, and 16 (sixteen) units affordable to households at or below 60% of the area median income. Cumberland Housing consists of 50 (fifty) units of mixed-income housing development with 30 (thirty) units affordable to households at or below 50% of the area median income, 10 (ten) units affordable to households at or below 60% of the area median income, and 10 (ten) units at market rate.

The project is projected to have a total local increased assessed valuation at build out of approximately \$13,582,980 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty year annual average of \$210,912 in tax increment revenues to the Developers at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$210,912 (as set forth in Exhibit A). Developers’ Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at 181 Cumberland Avenue. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. No relocation is necessary as a result of this project. The 40 existing Public Housing Units located within the four buildings (25 Boyd Street, 9 Boyd Street, 20 Mayo Street and 24 Mayo Street) that are located at CBL 022 H001001 are currently vacant.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. Portland Housing Authority (dba Porthouse Management), its successor or assigns, will as property manager operate the improvements constructed and owned by Developers and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City's Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. In accordance with recent changes approved by the Legislature in L.D. 1783, the duration of an affordable housing tax increment financing district may not exceed the earlier of 30 years after the Tax Year in which the affordable housing is placed in service, as evidenced by issuance of a municipal certificate of occupancy, and 35 years after the Tax Year in which the development program for the district is approved by the Director of the Maine State Housing Authority. The period from April 1 of each year through March 31 of the next year is referred to herein as a "Tax Year." The Tax Year in which the Development Program is expected to be approved by the Director of the Maine State Housing Authority begins April 1, 2025. If so, the latest possible final Tax Year of the Development Program would begin April 1, 2059.¹ Assuming the Director approves the Development Program during the April 1, 2025 Tax Year, the term of this Development Program will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issues a certificate of occupancy for the project and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the

¹ In L.D. 1783, the Legislature enacted amendments to 30-A MRSA § 5248(2)(G) which become effective September 23, 2025 and impact the start and end dates of affordable housing tax increment financing districts. Although L.D. 1783 is not currently in effect, it is anticipated to be in effect at the time the AHTIF District Program becomes effective.

availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total municipal acreage is 13,785.6 acres; the total area of the proposed AHTIF Districts would be approximately 1.74 acres and thus such area represents less than 2% (or 0.0126%) of the total acreage of the City. The total area of the proposed AHTIF Districts (1.74) and the total area of all development districts in the City (890.0508) totals 891.7908 acres which is approximately 6.469% (891.7908/13,785.6) of total municipal acreage of the City. The 891.7908 acres includes two exempt districts—a Transit Oriented TIF District (30.00 acres) and a Downtown/Transit Oriented TIF District (416.1688 acres)—which, when subtracted from the 891.7908 acres is 445.622 acres, which is 3.2325% (445.622/13,785.6) of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts and the proposed AHTIF Districts is 39.6221 acres or 0.2874% of the total acreage of the City (39.6221/13,785.6) and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF Districts (\$0.00) combined with the Original Assessed Value of all existing Affordable Housing TIF Districts within the City totals \$5,030,461. The taxable property value as of the April 1st before MaineHousing approval (4/1/2025) equals \$14,872,866,446. As the aggregate OAV as a percent of taxable value is 0.0338%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreements provide a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 89% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developers and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District as an Affordable Housing Development District and as an Affordable

Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developers, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of March 31, 2025. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developers' Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developers' Share) to Developers in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developers.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75% (Seventy-five percent). Such Captured Tax Increment Revenues will be returned to the Developers each year in the manner described below.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

The Tax Increment Revenues (Developers' Share) to be paid to the Developers each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developers for Project Costs pursuant to the Credit Enhancement Agreement, which will be

the entire amount of the 75% (Seventy-five percent) of captured revenue. The percentage determination of the Tax Increment Revenues (Developers' Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. § 5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developers under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developers' Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developers' Share)

Based on the manner in which Tax Increment Revenues (Developers' Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developers to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 75% (Seventy-five percent) of the Increased Assessed Value. Accordingly, 75% (Seventy-five percent) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developers each year pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developers under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement 75% (Seventy-five percent) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developers under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developers which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developers each year during the term of that Agreement Tax Increment Revenues (Developers' Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The Boyd Housing and Cumberland Housing projects will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$15.01/\$1,000 for the first year of the District.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered" in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on July , 2025, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on August 11, 2025. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on August 11, 2025 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: _____

Danielle P. West, City Manager,
City of Portland, ME

CUMBERLAND HOUSING PRO FORMA

Project Information & Assumptions - Cumberland Bldg 9%

6/10/2025

PROJECT & SITE INFORMATION

Project Name
Project Address
City, State, Zip
Project Type
Population
Area Median Income (100%)

Info	
Cumberland Bldg 9%	
9 Boyd Street	
Portland, ME 04101	
	New Construction
	Senior
	129,800

DEVELOPMENT ASSUMPTIONS

Rent Inflation
Operating Expense Inflation
Other Income Inflation
Reserve Deposit Inflation
Debt Service Coverage Ratio
Vacancy Rate

LIHTC Units:
Market Units:

Yr 1-5	Yr 6-15	Yr 16-30
2.0%	2.0%	2.0%
3.0%	3.0%	3.0%
2.0%	2.0%	2.0%
3.0%		
1.15		
5.0%	PBV Units:	5.0%
5.0%	Other Inc.:	5.0%

CONSTRUCTION SCHEDULE

Construction Duration
Duration per Quarter

# Mo.	# Days
18 mo.	547 days
	137 days

OWNERSHIP ASSUMPTIONS

Share of Ownership
Cash Flow Split

LP	SLP	GP
99.98%	0.01%	0.01%
10.0%	0.0%	90.0%

TIMING ASSUMPTIONS

Acq/CLC/Construction Start
25% Construction Completion
50% Construction Completion
75% Construction Completion
100% Construction Completion
Qualified Occupancy
PLC
8609/Stabil.
PIS - First Building
PIS - Last Building

# Mo.	Date
	9/1/26
	1/1/27
	6/1/27
	11/1/27
	3/1/28
2 mo. after 100%	5/1/28
5 mo. after 100%	8/1/28
8 mo. after 100%	11/1/28
	3/1/28
	3/1/28

ENTITIES

Owner
Developer
Seller
Limited Partner
Other Partner

Name
Owner
PHDC
PHA
LP
Other

MAINEHOUSING INDEX CAP

New Construction
Rehabilitation
N/C & Rehab Blend

\$/Unit
370,000
340,000
0

Unit Type	UNIT INFORMATION					RENTAL INCOME				
	# of BR	# of Units	LIHTC Unit	PBV Unit	Income Limit (% AMI)	Max Gross LIHTC Rent	Less Utility Allowance	Max Contract LIHTC Rent	Proposed Contract Rent	Annual Rental Income
				PBV						
OBR @ 50% AMI - PBV	0	20	Y	Y	50%	1,135	0	1,135	1,135	272,400
OBR @ 50% AMI	0	10	Y	N	50%	1,135	0	1,135	1,135	136,200
OBR @ 60% AMI	0	9	Y	N	60%	1,362	0	1,362	1,362	147,096
1BR @ 60% AMI	1	1	Y	N	60%	1,460	0	1,460	1,460	17,520
OBR @ Market	0	5	N	N		-	0	-	1,600	96,000
1BR @ Market	1	5	N	N		-	0	-	1,800	108,000
TOTAL	50	50	40	20						777,216

OPERATING SUBSIDY INCOME			
PBV Rent	Monthly PBV Diff. PUPM	Annual PBV Diff. Total	Total Annual Rent. + PBV Income
1,516	381	91,440	363,840
-	-	-	136,200
-	-	-	147,096
-	-	-	17,520
-	-	-	96,000
-	-	-	108,000
91,440			868,656

OTHER INCOME	
Description	Yr 1
Laundry	2,500
TOTAL OTHER INCOME	2,500

TAX INCREMENT FINANCING	
75% TIF	61,813

COMMERCIAL INCOME	
Description	Yr 1
TOTAL COMMERCIAL INCOME	0

UNIT INFO			
BR Size	U.A.	Mrkt. Study	PBV Rent
0 BR	0	0	1,516
1 BR	0	0	1,719
2 BR	0	0	2,212
3 BR	0	0	2,710
4 BR	0	0	3,039
5 BR	0	0	3,468
6 BR	0	0	3,920

UTILITIES		
Utility	Payee	Type
Electricity	Owner	
Heat	Owner	
Hot Water	Owner	
Cooking	Owner	
Water/Sewer	Owner	
Trash	Owner	

EFFECTIVE GROSS INCOME	
Description	Yr 1
Rental Income: LIHTC Units	300,816
Vac. Loss - LIHTC (5.0%)	(15,041)
Rental Income: PBV Units	363,840
Vac. Loss - PBV (5.0%)	(18,192)
Rental Income: Market Units	204,000
Vac. Loss - Market-Rate (5.0%)	(10,200)
Other Income	2,500
Vac. Loss - Other Inc. (5.0%)	(125)
Tax Increment Financing	61,813
Commercial Income	0
EFFECTIVE GROSS INCOME	889,411

SQUARE FOOTAGE AND APPLICABLE FRACTION		
Description	Units	Sq. Ft.
LIHTC Units	40	20,200
Non-LIHTC Units	10	6,000
TOTAL UNITS	50	26,200

Applicable Fraction	By Units	By Sq.Ft.
by Calculation Method:	80%	77%
APPLICABLE FRACTION	77%	

Residential Units Sq. Ft.	26,200
Residential Common Areas Sq. Ft.	9,956
Commercial Rental Sq. Ft.	
Other Sq. Ft.	
TOTAL PROJECT SQUARE FOOTAGE	36,156

Line Item	Total	Per Unit
ADMINISTRATIVE EXPENSES		
Management Fees	54,945	1,099
Office Salaries	43,956	879
Site Office Supplies & Postage		0
Property Bookkeeping Fees/Accounting		0
Training Costs for Frontline Staff		0
Site Internet & Telephone		0
Management Charges	43,956	879
Marketing	275	5
Legal	1,099	22
Auditing	4,000	80
Other Admin. IT Software & Computers	412	8
Other Admin. Background Checks	412	8
Other Admin. Interpreting	549	11
Other Admin	6,747	135
Subtotal Administrative Expenses	105,648	2,113

UTILITY EXPENSES

Heating Fuel	8,242	165
Electricity	49,451	989
Water/Sewer	21,978	440
Other Utility Stormwater	2,747	55
Subtotal Utility Expenses	82,418	1,648

MAINTENANCE EXPENSES

Janitorial Payroll	5,495	110
Janitorial Supplies and Equipment	2,198	44
Janitorial Contractual Services	3,297	66
Garbage and Trash Removal	10,989	220
Vehicle and Equipment		0
Grounds Maintenance Payroll		0
Grounds Tools and Supplies		0
Grounds Contractual Services	5,495	110
Miscellaneous Ground Maintenance		0
Building Maintenance Payroll	38,462	769
Building Tools and Supplies	2,747	55
Building Contractual Services	13,736	275
Building Systems Maintenance	8,242	165
Miscellaneous Building Maintenance		0
Other Maint.		0
Subtotal Maintenance Expenses	90,659	1,813

Line Item	Total	Per Unit
GENERAL EXPENSES		
Property Taxes	82,418	1,648
Property and Liability Insurance	54,945	1,099
Other Financial Expenses		0
Resident Services	19,231	385
Other General	1,500	30
Subtotal General Expenses	158,093	3,162

HOUSING OPEX	436,819	8,736
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COMMERCIAL EXPENSES

Admin Expenses		0
Operating Expenses		0
Maintenance Expenses		0
General Expenses		0
Other Comm.		0
Subtotal Commercial Expenses	0	0

TOTAL OPEX	436,819	8,736
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RESERVE CONTRIBUTIONS

Replacement Reserve	25,000	500
Other Reserve	0	

TOTAL OPEX + RESERVES	461,819	9,236
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			LIHTC Basis			T-E Bonds	HTC Basis		
Line Item	Total	Per Unit	NC/R Basis	Acq Basis	Non-Deprec.	50% Test	QRE	Non-QRE	Allocable
CONSTRUCTION COSTS									
Off-Site Improvements	0	0	0	0	0	0	0	0	0
Site Improvements	500,000	10,000	500,000	0	0	500,000	0	500,000	0
Construction: Residential	9,271,627	185,433	9,271,627	0	0	9,271,627	8,344,464	927,163	0
Construction: Commercial	0	0	0	0	0	0	0	0	0
Demolition	0	0	0	0	0	0	0	0	0
General Requirements	781,730	15,635	781,730	0	0	781,730	781,730	0	0
P&P Bond Premium	52,767	1,055	52,767	0	0	52,767	52,767	0	0
Builder Overhead & Profit	316,601	6,332	316,601	0	0	316,601	316,601	0	0
Solar PV Array	0	0	0	0	0	0	0	0	0
Other:	977,163	19,543	977,163	0	0	977,163	977,163	0	0
Other:	356,997	7,140	356,997	0	0	356,997	356,997	0	0
Other:	0	0	0	0	0	0	0	0	0
Other:	0	0	0	0	0	0	0	0	0
Construction Contingency	612,844	12,257	612,844	0	0	612,844	612,844	0	0
Subtotal Construction Costs	12,869,728	257,395	12,869,728	0	0	12,869,728	11,442,565	1,427,163	0

SOFT COSTS									
Building Permits & Fees	226,791	4,536	226,791	0	0	226,791	226,791	0	0
Survey & Engineering	132,418	2,648	132,418	0	0	132,418	132,418	0	0
Architectural & Design	494,505	9,890	494,505	0	0	494,505	494,505	0	0
Legal	82,418	1,648	82,418	0	0	82,418	82,418	0	0
Title & Recording	21,978	440	21,978	0	0	21,978	21,978	0	0
Accounting	10,000	200	10,000	0	0	10,000	10,000	0	0
Construction Period Tax	16,484	330	16,484	0	0	16,484	0	16,484	0
Insurance	181,319	3,626	181,319	0	0	181,319	181,319	0	0
Soft Cost Contingency	60,000	1,200	60,000	0	0	60,000	60,000	0	0
Subtotal Soft Costs	1,225,912	24,518	1,225,912	0	0	1,225,912	1,209,429	16,484	0

FINANCING COSTS									
CL Origination Fees	1,000,000	20,000	750,000	0	250,000	1,000,000	750,000	250,000	0
CL Inspections	0	0	0	0	0	0	0	0	0
CL Interest	20,000	400	20,000	0	0	20,000	20,000	0	0
Perf. Guarantee LOC Fee	9,890	198	9,890	0	0	9,890	9,890	0	0
MSHA Bond Issuance Fee	0	0	0	0	0	0	0	0	0
Other Bond Fees	0	0	0	0	0	0	0	0	0
Other Construction Loan Costs	0	0	0	0	0	0	0	0	0
MSHA Perm Loan Fees	2,000	40	2,000	0	0	2,000	0	2,000	0
Perm Lender Application Fees	1,000	20	1,000	0	0	1,000	0	1,000	0
Perm Lender Origination Fees	250,000	5,000	250,000	0	0	250,000	0	250,000	0

Line Item	Total	Per Unit	LIHTC Basis			T-E Bonds	HTC Basis		
			NC/R Basis	Acq Basis	Non-Deprec.	50% Test	QRE	Non-QRE	Allocable
Other Perm Loan Costs	0	0	0	0	0	0	0	0	0
Subtotal Financing Costs	1,282,890	25,658	1,032,890	0	250,000	1,282,890	779,890	503,000	0

MISCELLANEOUS COSTS

Market Study	5,000	100	5,000	0	0	0	5,000	0	0
Appraisal	5,000	100	5,000	0	0	0	5,000	0	0
Environmental	10,989	220	10,989	0	0	10,989	0	10,989	0
LIHTC Process & Monitoring Fees	137,500	2,750	0	0	137,500	0	0	137,500	0
Relocation	15,000	300	15,000	0	0	15,000	0	15,000	0
FF&E	100,000	2,000	100,000	0	0	100,000	0	100,000	0
Other Misc Costs	5,000	100	0	0	5,000	5,000	0	5,000	0
Subtotal Miscellaneous Costs	278,489	5,570	135,989	0	142,500	130,989	10,000	268,489	0

ACQUISITION COSTS

Building	0	0	0	0	0	0	0	0	0
Land	0	0	0	0	0	0	0	0	0
Repay Existing Mortgage Balance	0	0	0	0	0	0	0	0	0
Other Acquisition Costs	0	0	0	0	0	0	0	0	0
Subtotal Acquisition Costs	0	0	0	0	0	0	0	0	0

RESERVES

Operating Deficit Escrow (ODE)	415,000	8,300	0	0	415,000	0	0	415,000	0
Replacement Reserve (RR)	121,000	2,420	0	0	121,000	0	0	121,000	0
Tax & Insurance Reserve (T&I)	103,000	2,060	0	0	103,000	0	0	103,000	0
Rent Up & Marketing / Working Capital	50,000	1,000	0	0	50,000	0	0	50,000	0
Other	0	0	0	0	0	0	0	0	0
Subtotal Reserves	689,000	13,780	0	0	689,000	0	0	689,000	0

DEVELOPMENT FEES

Subtotal Development Overhead & Fees	1,250,000	25,000	1,250,000	0	0	1,250,000	1,250,000	0	0
TOTAL DEVELOPMENT COSTS	17,596,020	351,920	16,514,520	0	1,081,500	0	0	0	0
MAINEHOUSING TDC INDEX		330,830							

Equity Source	Program Used?	Credit Rate	Annual Allocation	Total Credits	Equity Price	Total Equity
LIHTC New Construction/Rehab Credits	Y	9.00%	1,200,000	12,000,000	0.82	9,838,032
LIHTC Acquisition Credits	N	4.00%		0	0.82	0
Subtotal LIHTC Equity			1,200,000	12,000,000		9,838,032
Federal Historic Tax Credits	N	20.00%		0	0.00	0
State Historic Tax Credits	N	25.00%		0	0.00	0
State Low Income Tax Credits	Y			0	1.00	0
Solar Investment Tax Credits	Y	50.00%		0	1.00	0
TOTAL LIMITED PARTNER EQUITY				12,000,000	0.82	9,838,032

MAX LIHTC NEW CONSTRUCTION/REHAB CREDITS

Eligible Basis	16,514,520
Adjustment (i.e. HTC)	0
Adjusted Elible Basis	16,514,520
Basis Boost	130%
Applicable Fraction	77%
Qualified Basis	16,552,339
Applicable Rate	9.00%
1) NC/REHAB CREDIT CALC - or -	1,489,711
2) MAX ALLOWABLE 9% ALLOCATION - or -	1,200,000
3) ACTUAL ALLOCATION	1,200,000
ANNUAL NC/REHAB ALLOCATION	1,200,000
x 10 Years	10
TOTAL POSSIBLE NC/REHAB CREDITS	12,000,000
Approx. Excess Basis	2,897,105

MAX LIHTC ACQUISITION CREDITS

Eligible Basis	0
Applicable Fraction	77%
Qualified Basis	0
Applicable Rate	4.00%
ANNUAL ACQ ALLOCATION	0

FEDERAL HISTORIC TAX CREDITS

Qualified Rehab Expenditures	0
HTC Rate	20.0%
TOTAL FEDERAL HTC	0

STATE HISTORIC TAX CREDITS

Qualified Rehab Expenditures	0
HTC Rate	25.0%
1) STATE HTC CALC - or -	0
2) MAX ALLOWABLE STATE HTC	5,000,000
TOTAL STATE HTC	0

SOLAR INVESTMENT TAX CREDIT

Solar Investment	0
Credit Rate	50%
TOTAL STATE HTC	0

FINANCING								
Source	Amount	Rate	Term	Amort.	Lien	Loan Type	Repayment Type	Annual Payment
MH Subsidy	250,000	0.00%	30	0		No Interest	CF Contingent	0
MH Interest-Only Loan	6,196,996	6.00%	30	30		Interest-Only	Must-Pay	371,820
MH Amortizing Loan		5.50%	30	30		Amortizing	Must-Pay	0
City HOME		0.00%	20	0		No Interest	CF Contingent	0
City HTF		0.00%	30	0		No Interest	CF Contingent	0
AHP Subsidized Advance		6.00%	20	30		Amortizing	Must-Pay	0
AHP Direct Subsidy	850,000	0.00%	30	0		No Interest	CF Contingent	0
Efficiency Maine Rebates		AFR (0.00%)	0	0				0
Deferred Developer Fee	460,992	0.00%	10	10		Amortizing	CF Contingent	0
								0
								0
								0
Total Financing		7,757,988						371,820

EQUITY		
Source	Amount	Yield
LIHTC Equity	9,838,032	0.82
Fed HTC Equity	0	0.00
State HTC Equity	0	0.00
State LIHTC Equity	0	0.00
Solar Investment Tax Credits	0	0.00
Capital Funds		
Existing Operating Reserves		
Interim Income		
Total Equity		9,838,032

SOURCES & USES		
	Total	Per Unit
Total Sources	17,596,020	351,920
Total Uses	17,596,020	351,920
CAPITALIZATION (GAP) / SURPLUS		0

Cash Flow - Cumberland Bldg 9%

		5 Mo.															
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
% Infl.		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
INCOME																	
Rental Income: LIHTC Units	2.0%	125,340	306,832	312,969	319,228	325,613	332,125	338,768	345,543	352,454	359,503	366,693	374,027	381,507	389,138	396,920	404,859
Vacancy Loss - LIHTC Units	5.0%	(6,267)	(15,342)	(15,648)	(15,961)	(16,281)	(16,606)	(16,938)	(17,277)	(17,623)	(17,975)	(18,335)	(18,701)	(19,075)	(19,457)	(19,846)	(20,243)
Rental Income: PBV Units	2.0%	151,600	371,117	378,539	386,110	393,832	401,709	409,743	417,938	426,297	434,822	443,519	452,389	461,437	470,666	480,079	489,681
Vacancy Loss - PBV Units	5.0%	(7,580)	(18,556)	(18,927)	(19,305)	(19,692)	(20,085)	(20,487)	(20,897)	(21,315)	(21,741)	(22,176)	(22,619)	(23,072)	(23,533)	(24,004)	(24,484)
Rental Income: Market Units	2.0%	85,000	208,080	212,242	216,486	220,816	225,232	229,737	234,332	239,019	243,799	248,675	253,648	258,721	263,896	269,174	274,557
Vacancy Loss - Market Units	5.0%	(4,250)	(10,404)	(10,612)	(10,824)	(11,041)	(11,262)	(11,487)	(11,717)	(11,951)	(12,190)	(12,434)	(12,682)	(12,936)	(13,195)	(13,459)	(13,728)
Other Income	2.0%	1,042	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047	3,108	3,171	3,234	3,299	3,365
Vacancy Loss - Other Income	5.0%	(52)	(128)	(130)	(133)	(135)	(138)	(141)	(144)	(146)	(149)	(152)	(155)	(159)	(162)	(165)	(168)
Tax Increment Financing	2.0%	25,755	63,049	64,310	65,597	66,909	68,247	69,612	71,004	72,424	73,872	75,350	76,857	78,394	79,962	81,561	83,192
Commercial Income	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EFFECTIVE GROSS INCOME		370,588	907,200	925,344	943,850	962,727	981,982	1,001,622	1,021,654	1,042,087	1,062,929	1,084,188	1,105,871	1,127,989	1,150,548	1,173,559	1,197,031
OPERATING EXPENSES																	
Administrative Expenses	3.0%	44,020	108,818	112,082	115,445	118,908	122,475	126,150	129,934	133,832	137,847	141,983	146,242	150,629	155,148	159,803	164,597
Utility Expenses	3.0%	34,341	84,890	87,437	90,060	92,762	95,545	98,411	101,363	104,404	107,536	110,762	114,085	117,508	121,033	124,664	128,404
Maintenance Expenses	3.0%	37,775	93,379	96,180	99,066	102,038	105,099	108,252	111,500	114,845	118,290	121,839	125,494	129,259	133,136	137,130	141,244
General Expenses	3.0%	65,872	162,836	167,721	172,753	177,936	183,274	188,772	194,435	200,268	206,276	212,464	218,838	225,403	232,165	239,130	246,304
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX	3.0%	182,008	449,923	463,421	477,324	491,643	506,393	521,584	537,232	553,349	569,949	587,048	604,659	622,799	641,483	660,727	680,549
NET OPERATING INCOME		188,580	457,276	461,923	466,527	471,084	475,589	480,037	484,422	488,738	492,980	497,140	501,212	505,190	509,066	512,832	516,481
RESERVE DEPOSITS																	
Deposit to Replacement Reserve	3.0%	10,417	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	33,598	34,606	35,644	36,713	37,815	38,949
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX + RESERVES		192,424	475,673	489,943	504,642	519,781	535,374	551,436	567,979	585,018	602,569	620,646	639,265	658,443	678,196	698,542	719,498
NOI AFTER RESERVES		178,164	431,526	435,400	439,209	442,946	446,608	450,186	453,675	457,069	460,360	463,542	466,606	469,546	472,352	475,017	477,532
DEBT SERVICE																	
MH Subsidy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan	154,925	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820
MH Amortizing Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HTF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Subsidized Advance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Direct Subsidy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Efficiency Maine Rebates	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE		154,925	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820
DSCR		1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.25	1.25	1.26	1.27	1.28	1.28
NET CASH FLOW		23,239	59,707	63,580	67,389	71,127	74,788	78,366	81,856	85,249	88,541	91,722	94,786	97,726	100,532	103,198	105,712
CASH FLOW PER UNIT		465	1,194	1,272	1,348	1,423	1,496	1,567	1,637	1,705	1,771	1,834	1,896	1,955	2,011	2,064	2,114

Rent & Income Inflation
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
% Infl.		2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058
INCOME																
Rental Income: LIHTC Units	2.0%	412,956	421,215	429,639	438,232	446,997	455,937	465,055	474,357	483,844	493,521	503,391	513,459	523,728	534,202	544,887
Vacancy Loss - LIHTC Units	5.0%	(20,648)	(21,061)	(21,482)	(21,912)	(22,350)	(22,797)	(23,253)	(23,718)	(24,192)	(24,676)	(25,170)	(25,673)	(26,186)	(26,710)	(27,244)
Rental Income: PBV Units	2.0%	499,474	509,464	519,653	530,046	540,647	551,460	562,489	573,739	585,214	596,918	608,856	621,034	633,454	646,123	659,046
Vacancy Loss - PBV Units	5.0%	(24,974)	(25,473)	(25,983)	(26,502)	(27,032)	(27,573)	(28,124)	(28,687)	(29,261)	(29,846)	(30,443)	(31,052)	(31,673)	(32,306)	(32,952)
Rental Income: Market Units	2.0%	280,048	285,649	291,362	297,189	303,133	309,196	315,380	321,687	328,121	334,684	341,377	348,205	355,169	362,272	369,518
Vacancy Loss - Market Units	5.0%	(14,002)	(14,282)	(14,568)	(14,859)	(15,157)	(15,460)	(15,769)	(16,084)	(16,406)	(16,734)	(17,069)	(17,410)	(17,758)	(18,114)	(18,476)
Other Income	2.0%	3,432	3,501	3,571	3,642	3,715	3,789	3,865	3,942	4,021	4,102	4,184	4,267	4,353	4,440	4,528
Vacancy Loss - Other Income	5.0%	(172)	(175)	(179)	(182)	(186)	(189)	(193)	(197)	(201)	(205)	(209)	(213)	(218)	(222)	(226)
Tax Increment Financing	2.0%	84,856	86,553	88,284	90,050	91,851	93,688	95,562	97,473	99,423	101,411	103,439	105,508	107,618	109,771	111,966
Commercial Income	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EFFECTIVE GROSS INCOME		1,220,971	1,245,391	1,270,298	1,295,704	1,321,619	1,348,051	1,375,012	1,402,512	1,430,562	1,459,174	1,488,357	1,518,124	1,548,487	1,579,456	1,611,046
OPERATING EXPENSES																
Administrative Expenses	3.0%	169,535	174,621	179,859	185,255	190,813	196,537	202,433	208,506	214,761	221,204	227,840	234,676	241,716	248,967	256,436
Utility Expenses	3.0%	132,256	136,224	140,310	144,520	148,855	153,321	157,921	162,658	167,538	172,564	177,741	183,073	188,565	194,222	200,049
Maintenance Expenses	3.0%	145,482	149,846	154,341	158,972	163,741	168,653	173,713	178,924	184,292	189,821	195,515	201,381	207,422	213,645	220,054
General Expenses	3.0%	253,694	261,304	269,143	277,218	285,534	294,100	302,923	312,011	321,371	331,012	340,943	351,171	361,706	372,557	383,734
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX	3.0%	700,966	721,995	743,655	765,964	788,943	812,611	836,990	862,099	887,962	914,601	942,039	970,301	999,410	1,029,392	1,060,274
NET OPERATING INCOME		520,005	523,396	526,644	529,740	532,675	535,439	538,022	540,413	542,600	544,572	546,318	547,824	549,077	550,065	550,772
RESERVE DEPOSITS																
Deposit to Replacement Reserve	3.0%	40,118	41,321	42,561	43,838	45,153	46,507	47,903	49,340	50,820	52,344	53,915	55,532	57,198	58,914	60,682
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX + RESERVES		741,083	763,316	786,215	809,802	834,096	859,119	884,892	911,439	938,782	966,946	995,954	1,025,833	1,056,608	1,088,306	1,120,955
NOI AFTER RESERVES		479,888	482,075	484,083	485,903	487,523	488,932	490,120	491,073	491,780	492,228	492,403	492,292	491,879	491,151	490,090
DEBT SERVICE																
MH Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan		371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820
MH Amortizing Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HOME		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HTF		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Subsidized Advance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Direct Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Efficiency Maine Rebates		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE		371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820	371,820
DSCR		1.29	1.30	1.30	1.31	1.31	1.31	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32
NET CASH FLOW		108,068	110,255	112,263	114,083	115,703	117,112	118,300	119,253	119,960	120,408	120,583	120,472	120,059	119,331	118,271
CASH FLOW PER UNIT		2,161	2,205	2,245	2,282	2,314	2,342	2,366	2,385	2,399	2,408	2,412	2,409	2,401	2,387	2,365

Rent & Income Inflation
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

BOYD HOUSING PRO FORMA

Project Information & Assumptions - Cumberland Bldg 4%

6/6/2025

PROJECT & SITE INFORMATION

Info	
Project Name	Cumberland Bldg 4%
Project Address	9 Boyd Street
City, State, Zip	Portland, ME 04101
Project Type	New Construction
Population	Senior
Area Median Income (100%)	129,800

DEVELOPMENT ASSUMPTIONS

	Yr 1-5	Yr 6-15	Yr 16-30
Rent Inflation	2.0%	2.0%	2.0%
Operating Expense Inflation	3.0%	3.0%	3.0%
Other Income Inflation	2.0%	2.0%	2.0%
Reserve Deposit Inflation	3.0%		
Debt Service Coverage Ratio	1.15		
Vacancy Rate	5.0%	PBV Units:	5.0%
	5.0%	Other Inc.:	5.0%

CONSTRUCTION SCHEDULE

# Mo.	# Days
18 mo.	547 days
Duration per Quarter	137 days

OWNERSHIP ASSUMPTIONS

	LP	SLP	GP
Share of Ownership	99.98%	0.01%	0.01%
Cash Flow Split	10.0%	0.0%	90.0%

TIMING ASSUMPTIONS

# Mo.	Date
Acq/CLC/Construction Start	9/1/26
25% Construction Completion	1/1/27
50% Construction Completion	6/1/27
75% Construction Completion	11/1/27
100% Construction Completion	3/1/28
Qualified Occupancy	2 mo. after 100%
PLC	5 mo. after 100%
8609/Stabil.	8 mo. after 100%
PIS - First Building	3/1/28
PIS - Last Building	3/1/28

ENTITIES

Name
Owner
Developer
Seller
Limited Partner
Other Partner

MAINEHOUSING INDEX CAP

\$/Unit
New Construction
Rehabilitation
N/C & Rehab Blend

Unit Type	UNIT INFORMATION					RENTAL INCOME					OPERATING SUBSIDY INCOME			
	# of BR	# of Units	LIHTC Unit	PBV Unit	Income Limit (% AMI)	Max Gross LIHTC Rent	Less Utility Allowance	Max Contract LIHTC Rent	Proposed Contract Rent	Annual Rental Income	PBV Rent	Monthly PBV Diff. PUPM	Annual PBV Diff. Total	Total Annual Rent. + PBV Income
				PBV										
1BR @ 30% AMI - PBV	1	16	Y	Y	30%	730	0	730	730	140,160	1,719	989	189,888	330,048
2BR @ 30% AMI - PBV	2	4	Y	Y	30%	876	0	876	876	42,048	2,212	1,336	64,128	106,176
1BR @ 50% AMI	1	5	Y	N	50%	1,216	0	1,216	1,216	72,960	-	-	-	72,960
0BR @ 80% AMI	0	1	Y	N	80%	1,817	0	1,817	1,817	21,804	-	-	-	21,804
1BR @ 80% AMI	1	14	Y	N	80%	1,947	0	1,947	1,947	327,096	-	-	-	327,096
2BR @ 80% AMI	2	1	Y	N	80%	2,336	0	2,336	2,336	28,032	-	-	-	28,032
TOTAL	46	41	41	20						632,100			254,016	886,116

OTHER INCOME	
Description	Yr 1
Laundry	2,000
TOTAL OTHER INCOME	2,000

TAX INCREMENT FINANCING	
75% TIF	50,687

COMMERCIAL INCOME	
Description	Yr 1
TOTAL COMMERCIAL INCOME	0

UNIT INFO			
BR Size	U.A.	Mrkt. Study	PBV Rent
0 BR	0	0	1,516
1 BR	0	0	1,719
2 BR	0	0	2,212
3 BR	0	0	2,710
4 BR	0	0	3,039
5 BR	0	0	3,468
6 BR	0	0	3,920

UTILITIES		
Utility	Payee	Type
Electricity	Owner	
Heat	Owner	
Hot Water	Owner	
Cooking	Owner	
Water/Sewer	Owner	
Trash	Owner	

EFFECTIVE GROSS INCOME	
Description	Yr 1
Rental Income: LIHTC Units	449,892
Vac. Loss - LIHTC (5.0%)	(22,495)
Rental Income: PBV Units	436,224
Vac. Loss - PBV (5.0%)	(21,811)
Rental Income: Market Units	0
Vac. Loss - Market-Rate (5.0%)	0
Other Income	2,000
Vac. Loss - Other Inc. (5.0%)	(100)
Tax Increment Financing	50,687
Commercial Income	0
EFFECTIVE GROSS INCOME	894,397

SQUARE FOOTAGE AND APPLICABLE FRACTION		
Description	Units	Sq. Ft.
LIHTC Units	41	31,000
Non-LIHTC Units	0	0
TOTAL UNITS	41	31,000

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

Residential Units Sq. Ft.	31,000
Residential Common Areas Sq. Ft.	8,680
Commercial Rental Sq. Ft.	
Other Sq. Ft.	
TOTAL PROJECT SQUARE FOOTAGE	39,680

Line Item	Total	Per Unit
ADMINISTRATIVE EXPENSES		
<i>Management Fees</i>	45,055	1,099
Office Salaries	36,044	879
Site Office Supplies & Postage		0
Property Bookkeeping Fees/Accounting		0
Training Costs for Frontline Staff		0
Site Internet & Telephone		0
<i>Management Charges</i>	36,044	879
Marketing	225	5
Legal	901	22
Auditing	4,000	98
Other Admin. IT Software & Computers	338	8
Other Admin. Background Checks	338	8
Other Admin. Interpreting	451	11
<i>Other Admin</i>	6,253	153
Subtotal Administrative Expenses	87,352	2,131

UTILITY EXPENSES

Heating Fuel	6,758	165
Electricity	40,549	989
Water/Sewer	18,022	440
Other Utility Stormwater	2,253	55
Subtotal Utility Expenses	67,582	1,648

MAINTENANCE EXPENSES

Janitorial Payroll	4,505	110
Janitorial Supplies and Equipment	1,802	44
Janitorial Contractual Services	2,703	66
Garbage and Trash Removal	9,011	220
Vehicle and Equipment		0
Grounds Maintenance Payroll		0
Grounds Tools and Supplies		0
Grounds Contractual Services	4,505	110
Miscellaneous Ground Maintenance		0
Building Maintenance Payroll	31,538	769
Building Tools and Supplies	2,253	55
Building Contractual Services	11,264	275
Building Systems Maintenance	6,758	165
Miscellaneous Building Maintenance		0
Other Maint.		0
Subtotal Maintenance Expenses	74,341	1,813

Line Item	Total	Per Unit
GENERAL EXPENSES		
Property Taxes	67,582	1,648
Property and Liability Insurance	45,055	1,099
Other Financial Expenses		0
Resident Services	15,769	385
Other General	1,230	30
Subtotal General Expenses	129,637	3,162

HOUSING OPEX	358,911	8,754
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COMMERCIAL EXPENSES

Admin Expenses		0
Operating Expenses		0
Maintenance Expenses		0
General Expenses		0
Other Comm.		0
Subtotal Commercial Expenses	0	0

TOTAL OPEX	358,911	8,754
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RESERVE CONTRIBUTIONS

Replacement Reserve	20,500	500
Other Reserve	0	

TOTAL OPEX + RESERVES	379,411	9,254
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			LIHTC Basis			T-E Bonds	HTC Basis		
Line Item	Total	Per Unit	NC/R Basis	Acq Basis	Non-Deprec.	50% Test	QRE	Non-QRE	Allocable
CONSTRUCTION COSTS									
Off-Site Improvements	0	0	0	0	0	0	0	0	0
Site Improvements	0	0	0	0	0	0	0	0	0
Construction: Residential	10,724,034	261,562	10,724,034	0	0	10,724,034	9,651,630	1,072,403	0
Construction: Commercial	0	0	0	0	0	0	0	0	0
Demolition	0	0	0	0	0	0	0	0	0
General Requirements	857,923	20,925	857,923	0	0	857,923	857,923	0	0
P&P Bond Premium	57,910	1,412	57,910	0	0	57,910	57,910	0	0
Builder Overhead & Profit	347,459	8,475	347,459	0	0	347,459	347,459	0	0
Solar PV Array	0	0	0	0	0	0	0	0	0
Other:	1,072,403	26,156	1,072,403	0	0	1,072,403	1,072,403	0	0
Other:	391,792	9,556	391,792	0	0	391,792	391,792	0	0
Other:	0	0	0	0	0	0	0	0	0
Other:	0	0	0	0	0	0	0	0	0
Construction Contingency	672,576	16,404	672,576	0	0	672,576	672,576	0	0
Subtotal Construction Costs	14,124,096	344,490	14,124,096	0	0	14,124,096	13,051,693	1,072,403	0

SOFT COSTS

Building Permits & Fees	209,476	5,109	209,476	0	0	209,476	209,476	0	0
Survey & Engineering	108,582	2,648	108,582	0	0	108,582	108,582	0	0
Architectural & Design	405,495	9,890	405,495	0	0	405,495	405,495	0	0
Legal	67,582	1,648	67,582	0	0	67,582	67,582	0	0
Title & Recording	18,022	440	18,022	0	0	18,022	18,022	0	0
Accounting	10,000	244	10,000	0	0	10,000	10,000	0	0
Construction Period Tax	13,516	330	13,516	0	0	13,516	0	13,516	0
Insurance	148,681	3,626	148,681	0	0	148,681	148,681	0	0
Soft Cost Contingency	50,000	1,220	50,000	0	0	50,000	50,000	0	0
Subtotal Soft Costs	1,031,356	25,155	1,031,356	0	0	1,031,356	1,017,839	13,516	0

FINANCING COSTS

CL Origination Fees	650,000	15,854	487,500	0	162,500	650,000	487,500	162,500	0
CL Inspections	0	0	0	0	0	0	0	0	0
CL Interest	20,000	488	20,000	0	0	20,000	20,000	0	0
Perf. Guarantee LOC Fee	8,110	198	8,110	0	0	8,110	8,110	0	0
MSHA Bond Issuance Fee	0	0	0	0	0	0	0	0	0
Other Bond Fees	0	0	0	0	0	0	0	0	0
Other Construction Loan Costs	0	0	0	0	0	0	0	0	0
MSHA Perm Loan Fees	2,000	49	2,000	0	0	2,000	0	2,000	0
Perm Lender Application Fees	1,000	24	1,000	0	0	1,000	0	1,000	0
Perm Lender Origination Fees	250,000	6,098	250,000	0	0	250,000	0	250,000	0

Line Item	Total	Per Unit	LIHTC Basis			T-E Bonds	HTC Basis		
			NC/R Basis	Acq Basis	Non-Deprec.	50% Test	QRE	Non-QRE	Allocable
Other Perm Loan Costs	0	0	0	0	0	0	0	0	0
Subtotal Financing Costs	931,110	22,710	768,610	0	162,500	931,110	515,610	415,500	0

MISCELLANEOUS COSTS

Market Study	5,000	122	5,000	0	0	0	5,000	0	0
Appraisal	5,000	122	5,000	0	0	0	5,000	0	0
Environmental	9,011	220	9,011	0	0	9,011	0	9,011	0
LIHTC Process & Monitoring Fees	116,001	2,829	0	0	116,001	0	0	116,001	0
Relocation	15,000	366	15,000	0	0	15,000	0	15,000	0
FF&E	100,000	2,439	100,000	0	0	100,000	0	100,000	0
Other Misc Costs	5,000	122	0	0	5,000	5,000	0	5,000	0
Subtotal Miscellaneous Costs	255,012	6,220	134,011	0	121,001	129,011	10,000	245,012	0

ACQUISITION COSTS

Building	0	0	0	0	0	0	0	0	0
Land	0	0	0	0	0	0	0	0	0
Repay Existing Mortgage Balance	0	0	0	0	0	0	0	0	0
Other Acquisition Costs	0	0	0	0	0	0	0	0	0
Subtotal Acquisition Costs	0	0	0	0	0	0	0	0	0

RESERVES

Operating Deficit Escrow (ODE)	415,000	10,122	0	0	415,000	0	0	415,000	0
Replacement Reserve (RR)	135,000	3,293	0	0	135,000	0	0	135,000	0
Tax & Insurance Reserve (T&I)	88,000	2,146	0	0	88,000	0	0	88,000	0
Rent Up & Marketing / Working Capital	41,000	1,000	0	0	41,000	0	0	41,000	0
Other	0	0	0	0	0	0	0	0	0
Subtotal Reserves	679,000	16,561	0	0	679,000	0	0	679,000	0

DEVELOPMENT FEES

Subtotal Development Overhead & Fees	1,250,000	30,488	1,250,000	0	0	1,250,000	1,250,000	0	0
TOTAL DEVELOPMENT COSTS	18,270,574	445,624	17,308,072	0	962,501	17,465,572	0	0	0
MAINEHOUSING TDC INDEX		405,196							

Equity Source	Program Used?	Credit Rate	Annual Allocation	Total Credits	Equity Price	Total Equity
LIHTC New Construction/Rehab Credits	Y	4.00%	900,020	9,000,198	0.82	7,378,686
LIHTC Acquisition Credits	N	4.00%	0	0	0.82	0
Subtotal LIHTC Equity			900,020	9,000,198		7,378,686
Federal Historic Tax Credits	N	20.00%		0	0.00	0
State Historic Tax Credits	N	25.00%		0	0.00	0
State Low Income Tax Credits	Y			0	1.00	0
Solar Investment Tax Credits	Y	50.00%		0	1.00	0
TOTAL LIMITED PARTNER EQUITY				9,000,198	0.82	7,378,686

MAX LIHTC NEW CONSTRUCTION/REHAB CREDITS

Eligible Basis	17,308,072
Adjustment (i.e. HTC)	0
Adjusted Elible Basis	17,308,072
Basis Boost	130%
Applicable Fraction	100%
Qualified Basis	22,500,494
Applicable Rate	4.00%
1) NC/REHAB CREDIT CALC - or -	900,020
2) MAX ALLOWABLE 9% ALLOCATION - or -	n/a
3) ACTUAL ALLOCATION	900,020
ANNUAL NC/REHAB ALLOCATION	900,020
x 10 Years	10
TOTAL POSSIBLE NC/REHAB CREDITS	9,000,198
Approx. Excess Basis	0

MAX LIHTC ACQUISITION CREDITS

Eligible Basis	0
Applicable Fraction	100%
Qualified Basis	0
Applicable Rate	4.00%
ANNUAL ACQ ALLOCATION	0

FEDERAL HISTORIC TAX CREDITS

Qualified Rehab Expenditures	0
HTC Rate	20.0%
TOTAL FEDERAL HTC	0

STATE HISTORIC TAX CREDITS

Qualified Rehab Expenditures	0
HTC Rate	25.0%
1) STATE HTC CALC - or -	0
2) MAX ALLOWABLE STATE HTC	5,000,000
TOTAL STATE HTC	0

SOLAR INVESTMENT TAX CREDIT

Solar Investment	0
Credit Rate	50%
TOTAL STATE HTC	0

FINANCING								
Source	Amount	Rate	Term	Amort.	Lien	Loan Type	Repayment Type	Annual Payment
MH Subsidy		0.00%	30	0		No Interest	CF Contingent	0
MH Interest-Only Loan	8,142,066	5.50%	30	30		Interest-Only	Must-Pay	447,814
MH Amortizing Loan		5.50%	30	30		Amortizing	Must-Pay	0
City HOME		0.00%	20	0		No Interest	CF Contingent	0
City HTF		0.00%	30	0		No Interest	CF Contingent	0
AHP Subsidized Advance		6.00%	20	30		Amortizing	Must-Pay	0
AHP Direct Subsidy	2,000,000	0.00%	30	0		No Interest	CF Contingent	0
Efficiency Maine Rebates		AFR (0.00%)	0	0				0
Deferred Developer Fee	749,822	0.00%	10	10		Amortizing	CF Contingent	0
								0
								0
								0
Total Financing		10,891,888						447,814

EQUITY		
Source	Amount	Yield
LIHTC Equity	7,378,686	0.82
Fed HTC Equity	0	0.00
State HTC Equity	0	0.00
State LIHTC Equity	0	0.00
Solar Investment Tax Credits	0	0.00
Capital Funds		
Existing Operating Reserves		
Interim Income		
Total Equity		7,378,686

SOURCES & USES		
	Total	Per Unit
Total Sources	18,270,574	445,624
Total Uses	18,270,574	445,624
CAPITALIZATION (GAP) / SURPLUS		0

Cash Flow - Cumberland Bldg 4%

		5 Mo.															
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
% Infl.		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
INCOME																	
Rental Income: LIHTC Units	2.0%	187,455	458,890	468,068	477,429	486,978	496,717	506,651	516,784	527,120	537,663	548,416	559,384	570,572	581,983	593,623	605,495
Vacancy Loss - LIHTC Units	5.0%	(9,373)	(22,944)	(23,403)	(23,871)	(24,349)	(24,836)	(25,333)	(25,839)	(26,356)	(26,883)	(27,421)	(27,969)	(28,529)	(29,099)	(29,681)	(30,275)
Rental Income: PBV Units	2.0%	181,760	444,948	453,847	462,924	472,183	481,627	491,259	501,084	511,106	521,328	531,755	542,390	553,238	564,302	575,588	587,100
Vacancy Loss - PBV Units	5.0%	(9,088)	(22,247)	(22,692)	(23,146)	(23,609)	(24,081)	(24,563)	(25,054)	(25,555)	(26,066)	(26,588)	(27,119)	(27,662)	(28,215)	(28,779)	(29,355)
Rental Income: Market Units	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vacancy Loss - Market Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income	2.0%	833	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438	2,487	2,536	2,587	2,639	2,692
Vacancy Loss - Other Income	5.0%	(42)	(102)	(104)	(106)	(108)	(110)	(113)	(115)	(117)	(120)	(122)	(124)	(127)	(129)	(132)	(135)
Tax Increment Financing	2.0%	21,120	51,701	52,735	53,789	54,865	55,962	57,082	58,223	59,388	60,575	61,787	63,023	64,283	65,569	66,880	68,218
Commercial Income	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EFFECTIVE GROSS INCOME		372,665	912,285	930,531	949,141	968,124	987,487	1,007,236	1,027,381	1,047,929	1,068,887	1,090,265	1,112,070	1,134,312	1,156,998	1,180,138	1,203,741
OPERATING EXPENSES																	
Administrative Expenses	3.0%	36,397	89,972	92,671	95,452	98,315	101,265	104,302	107,432	110,654	113,974	117,393	120,915	124,543	128,279	132,127	136,091
Utility Expenses	3.0%	28,159	69,610	71,698	73,849	76,065	78,347	80,697	83,118	85,611	88,180	90,825	93,550	96,356	99,247	102,224	105,291
Maintenance Expenses	3.0%	30,975	76,571	78,868	81,234	83,671	86,181	88,767	91,430	94,173	96,998	99,908	102,905	105,992	109,172	112,447	115,820
General Expenses	3.0%	54,015	133,526	137,531	141,657	145,907	150,284	154,793	159,437	164,220	169,146	174,221	179,447	184,831	190,376	196,087	201,970
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX	3.0%	149,546	369,679	380,769	392,192	403,958	416,077	428,559	441,416	454,658	468,298	482,347	496,817	511,722	527,073	542,886	559,172
NET OPERATING INCOME		223,119	542,606	549,762	556,949	564,166	571,410	578,677	585,965	593,271	600,589	607,918	615,253	622,590	629,925	637,252	644,568
RESERVE DEPOSITS																	
Deposit to Replacement Reserve	3.0%	8,542	21,115	21,748	22,401	23,073	23,765	24,478	25,212	25,969	26,748	27,550	28,377	29,228	30,105	31,008	31,938
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX + RESERVES		158,088	390,794	402,517	414,593	427,031	439,842	453,037	466,628	480,627	495,046	509,897	525,194	540,950	557,178	573,894	591,110
NOI AFTER RESERVES		214,577	521,491	528,013	534,548	541,093	547,645	554,199	560,753	567,302	573,842	580,368	586,876	593,362	599,820	606,244	612,630
DEBT SERVICE																	
MH Subsidy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan	186,589	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814
MH Amortizing Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HTF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Subsidized Advance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Direct Subsidy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Efficiency Maine Rebates	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE		186,589	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814
DSCR		1.15	1.16	1.18	1.19	1.21	1.22	1.24	1.25	1.27	1.28	1.30	1.31	1.33	1.34	1.35	1.37
NET CASH FLOW		27,988	73,678	80,200	86,735	93,280	99,831	106,386	112,939	119,488	126,028	132,554	139,063	145,548	152,006	158,431	164,817
CASH FLOW PER UNIT		683	1,797	1,956	2,115	2,275	2,435	2,595	2,755	2,914	3,074	3,233	3,392	3,550	3,707	3,864	4,020

Rent & Income Inflation
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
% Infl.		2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058
INCOME																
Rental Income: LIHTC Units	2.0%	617,605	629,957	642,557	655,408	668,516	681,886	695,524	709,434	723,623	738,096	752,857	767,915	783,273	798,938	814,917
Vacancy Loss - LIHTC Units	5.0%	(30,880)	(31,498)	(32,128)	(32,770)	(33,426)	(34,094)	(34,776)	(35,472)	(36,181)	(36,905)	(37,643)	(38,396)	(39,164)	(39,947)	(40,746)
Rental Income: PBV Units	2.0%	598,842	610,819	623,035	635,496	648,206	661,170	674,393	687,881	701,639	715,672	729,985	744,585	759,477	774,666	790,159
Vacancy Loss - PBV Units	5.0%	(29,942)	(30,541)	(31,152)	(31,775)	(32,410)	(33,059)	(33,720)	(34,394)	(35,082)	(35,784)	(36,499)	(37,229)	(37,974)	(38,733)	(39,508)
Rental Income: Market Units	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vacancy Loss - Market Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income	2.0%	2,746	2,800	2,856	2,914	2,972	3,031	3,092	3,154	3,217	3,281	3,347	3,414	3,482	3,552	3,623
Vacancy Loss - Other Income	5.0%	(137)	(140)	(143)	(146)	(149)	(152)	(155)	(158)	(161)	(164)	(167)	(171)	(174)	(178)	(181)
Tax Increment Financing	2.0%	69,582	70,974	72,393	73,841	75,318	76,824	78,361	79,928	81,527	83,157	84,820	86,517	88,247	90,012	91,812
Commercial Income	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EFFECTIVE GROSS INCOME		1,227,815	1,252,372	1,277,419	1,302,968	1,329,027	1,355,607	1,382,720	1,410,374	1,438,581	1,467,353	1,496,700	1,526,634	1,557,167	1,588,310	1,620,076
OPERATING EXPENSES																
Administrative Expenses	3.0%	140,174	144,379	148,710	153,172	157,767	162,500	167,375	172,396	177,568	182,895	188,382	194,033	199,854	205,850	212,025
Utility Expenses	3.0%	108,450	111,703	115,055	118,506	122,061	125,723	129,495	133,380	137,381	141,503	145,748	150,120	154,624	159,262	164,040
Maintenance Expenses	3.0%	119,295	122,874	126,560	130,357	134,268	138,296	142,444	146,718	151,119	155,653	160,322	165,132	170,086	175,189	180,444
General Expenses	3.0%	208,029	214,270	220,698	227,319	234,138	241,162	248,397	255,849	263,525	271,430	279,573	287,960	296,599	305,497	314,662
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX	3.0%	575,947	593,226	611,022	629,353	648,234	667,681	687,711	708,343	729,593	751,481	774,025	797,246	821,163	845,798	871,172
NET OPERATING INCOME		651,868	659,146	666,397	673,614	680,793	687,927	695,008	702,031	708,989	715,873	722,675	729,388	736,004	742,512	748,904
RESERVE DEPOSITS																
Deposit to Replacement Reserve	3.0%	32,896	33,883	34,900	35,947	37,025	38,136	39,280	40,459	41,672	42,922	44,210	45,536	46,903	48,310	49,759
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX + RESERVES		608,844	627,109	645,922	665,300	685,259	705,817	726,991	748,801	771,265	794,403	818,235	842,782	868,066	894,108	920,931
NOI AFTER RESERVES		618,972	625,263	631,497	637,668	643,768	649,791	655,728	661,573	667,316	672,950	678,465	683,852	689,101	694,203	699,146
DEBT SERVICE																
MH Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan		447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814
MH Amortizing Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HOME		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City HTF		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Subsidized Advance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHP Direct Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Efficiency Maine Rebates		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE		447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814	447,814
DSCR		1.38	1.40	1.41	1.42	1.44	1.45	1.46	1.48	1.49	1.50	1.52	1.53	1.54	1.55	1.56
NET CASH FLOW		171,158	177,449	183,683	189,854	195,954	201,977	207,915	213,759	219,503	225,136	230,651	236,038	241,288	246,389	251,332
CASH FLOW PER UNIT		4,175	4,328	4,480	4,631	4,779	4,926	5,071	5,214	5,354	5,491	5,626	5,757	5,885	6,009	6,130

Rent & Income Inflation
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

City of Portland - TIF Model
70 E. Oxford St., Cumberland Housing
CBL: Part of 022 H001001, .55 Acres
OAV: \$0 as of March 31, 2025
6/27/2025
75% Capture Rate Over 30 Years

BOYD HOUSING AND CUMBERLAND HOUSING TIF TABLE

TIF Projection Table - 70 E. Oxford Street/Cumberland Housing									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected e Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City on- Captured General Fund Revenues
1	2025	\$13,582,980	75.00	\$10,187,235	15.31	\$155,969	\$155,969	\$0	\$51,990
2	2026	\$13,582,980	75.00	\$10,187,235	15.62	\$159,088	\$159,088	\$0	\$53,029
3	2027	\$13,582,980	75.00	\$10,187,235	15.93	\$162,270	\$162,270	\$0	\$54,090
4	2028	\$13,582,980	75.00	\$10,187,235	16.25	\$165,515	\$165,515	\$0	\$55,172
5	2029	\$13,582,980	75.00	\$10,187,235	16.57	\$168,825	\$168,825	\$0	\$56,275
6	2030	\$13,582,980	75.00	\$10,187,235	16.90	\$172,202	\$172,202	\$0	\$57,401
7	2031	\$13,582,980	75.00	\$10,187,235	17.24	\$175,646	\$175,646	\$0	\$58,549
8	2032	\$13,582,980	75.00	\$10,187,235	17.59	\$179,159	\$179,159	\$0	\$59,720
9	2033	\$13,582,980	75.00	\$10,187,235	17.94	\$182,742	\$182,742	\$0	\$60,914
10	2034	\$13,582,980	75.00	\$10,187,235	18.30	\$186,397	\$186,397	\$0	\$62,132
11	2035	\$13,582,980	75.00	\$10,187,235	18.66	\$190,125	\$190,125	\$0	\$63,375
12	2036	\$13,582,980	75.00	\$10,187,235	19.04	\$193,927	\$193,927	\$0	\$64,642
13	2037	\$13,582,980	75.00	\$10,187,235	19.42	\$197,806	\$197,806	\$0	\$65,935
14	2038	\$13,582,980	75.00	\$10,187,235	19.81	\$201,762	\$201,762	\$0	\$67,254
15	2039	\$13,582,980	75.00	\$10,187,235	20.20	\$205,797	\$205,797	\$0	\$68,599
16	2040	\$13,582,980	75.00	\$10,187,235	20.61	\$209,913	\$209,913	\$0	\$69,971
17	2041	\$13,582,980	75.00	\$10,187,235	21.02	\$214,111	\$214,111	\$0	\$71,370
18	2042	\$13,582,980	75.00	\$10,187,235	21.44	\$218,394	\$218,394	\$0	\$72,798
19	2043	\$13,582,980	75.00	\$10,187,235	21.87	\$222,762	\$222,762	\$0	\$74,254
20	2044	\$13,582,980	75.00	\$10,187,235	22.30	\$227,217	\$227,217	\$0	\$75,739
21	2045	\$13,582,980	75.00	\$10,187,235	22.75	\$231,761	\$231,761	\$0	\$77,254
22	2046	\$13,582,980	75.00	\$10,187,235	23.21	\$236,396	\$236,396	\$0	\$78,799
23	2047	\$13,582,980	75.00	\$10,187,235	23.67	\$241,124	\$241,124	\$0	\$80,375
24	2048	\$13,582,980	75.00	\$10,187,235	24.14	\$245,947	\$245,947	\$0	\$81,982
25	2049	\$13,582,980	75.00	\$10,187,235	24.63	\$250,866	\$250,866	\$0	\$83,622
26	2050	\$13,582,980	75.00	\$10,187,235	25.12	\$255,883	\$255,883	\$0	\$85,294
27	2051	\$13,582,980	75.00	\$10,187,235	25.62	\$261,001	\$261,001	\$0	\$87,000
28	2052	\$13,582,980	75.00	\$10,187,235	26.13	\$266,221	\$266,221	\$0	\$88,740
29	2053	\$13,582,980	75.00	\$10,187,235	26.66	\$271,545	\$271,545	\$0	\$90,515
30	2054	\$13,582,980	75.00	\$10,187,235	27.19	\$276,976	\$276,976	\$0	\$92,325
30 Year TIF Total		\$407,489,400		\$305,617,050		\$6,327,347	\$6,327,347	\$0	\$2,109,116
30 Year Average		\$13,582,980		\$10,187,235		\$210,912	\$210,912		\$70,304

BOYD HOUSING AND CUMBERLAND HOUSING TAX SHIFTS TABLE

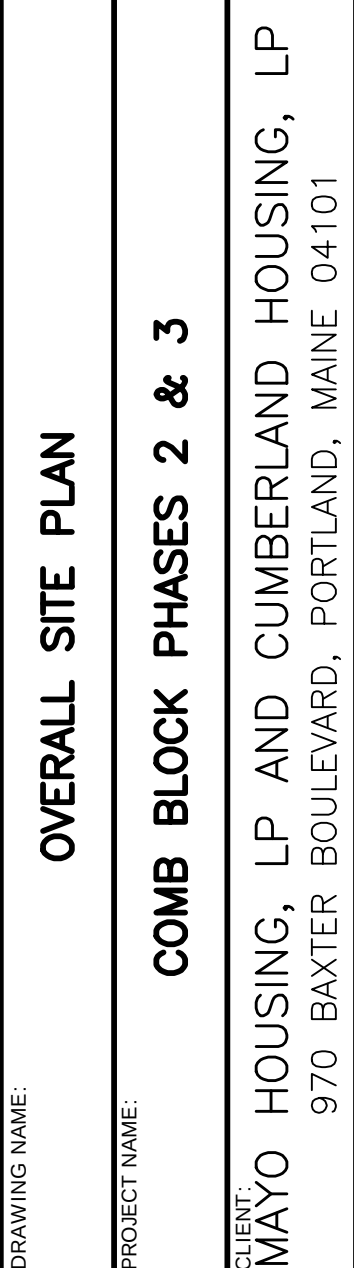
City of Portland - TIF Model
70 E. Oxford St., Cumberland Housing
CBL: Part of 022 H001001, .55 Acres
OAV: \$0 as of March 31, 2025
6/26/2025
75% Capture Rate Over 30 Years

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: 70 E. Oxford Street/Cumberland Housing							
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	2025	\$13,582,980	\$10,187,235	\$0	\$20,017	\$4,080	\$24,097
2	2026	\$13,582,980	\$10,187,235	\$0	\$20,017	\$4,080	\$24,097
3	2027	\$13,582,980	\$10,187,235	\$0	\$20,017	\$4,080	\$24,097
4	2028	\$13,582,980	\$10,187,235	\$22,480	\$20,017	\$4,080	\$46,577
5	2029	\$13,582,980	\$10,187,235	\$44,960	\$20,017	\$4,080	\$69,056
6	2030	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
7	2031	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
8	2032	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
9	2033	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
10	2034	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
11	2035	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
12	2036	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
13	2037	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
14	2038	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
15	2039	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
16	2040	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
17	2041	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
18	2042	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
19	2043	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
20	2044	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
21	2045	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
22	2046	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
23	2047	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
24	2048	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
25	2049	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
26	2050	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
27	2051	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
28	2052	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
29	2053	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
30	2054	\$13,582,980	\$10,187,235	\$67,439	\$20,017	\$4,080	\$91,536
30 Year TIF Total		\$407,489,400	\$305,617,050	\$1,753,427	\$600,516	\$122,386	\$2,476,329
30 Year TIF Average		\$13,582,980	\$10,187,235	\$58,448	\$20,017	\$4,080	\$82,544

COMB BLOCK PHASE II: BOYD HOUSING AND CUMBERLAND HOUSING AFFORDABLE HOUSING DEVELOPMENT AND TIF DISTRICT

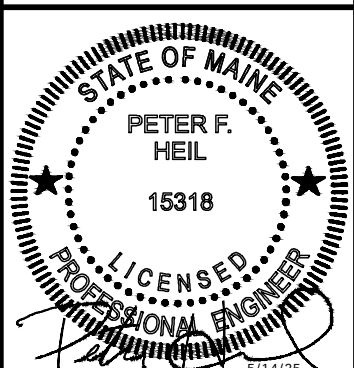
Approximate Boundary



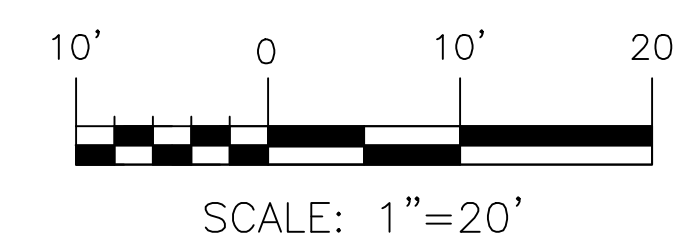
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ACORN ENGINEERING, INC. 04104
 PO BOX 3372, PORTLAND MAINE
 (207) 775-2655

FILE:1215_CIVIL_PH2-3	
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SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	MKT
CHECKED BY:	WHS



DRAWING NO.
C-10

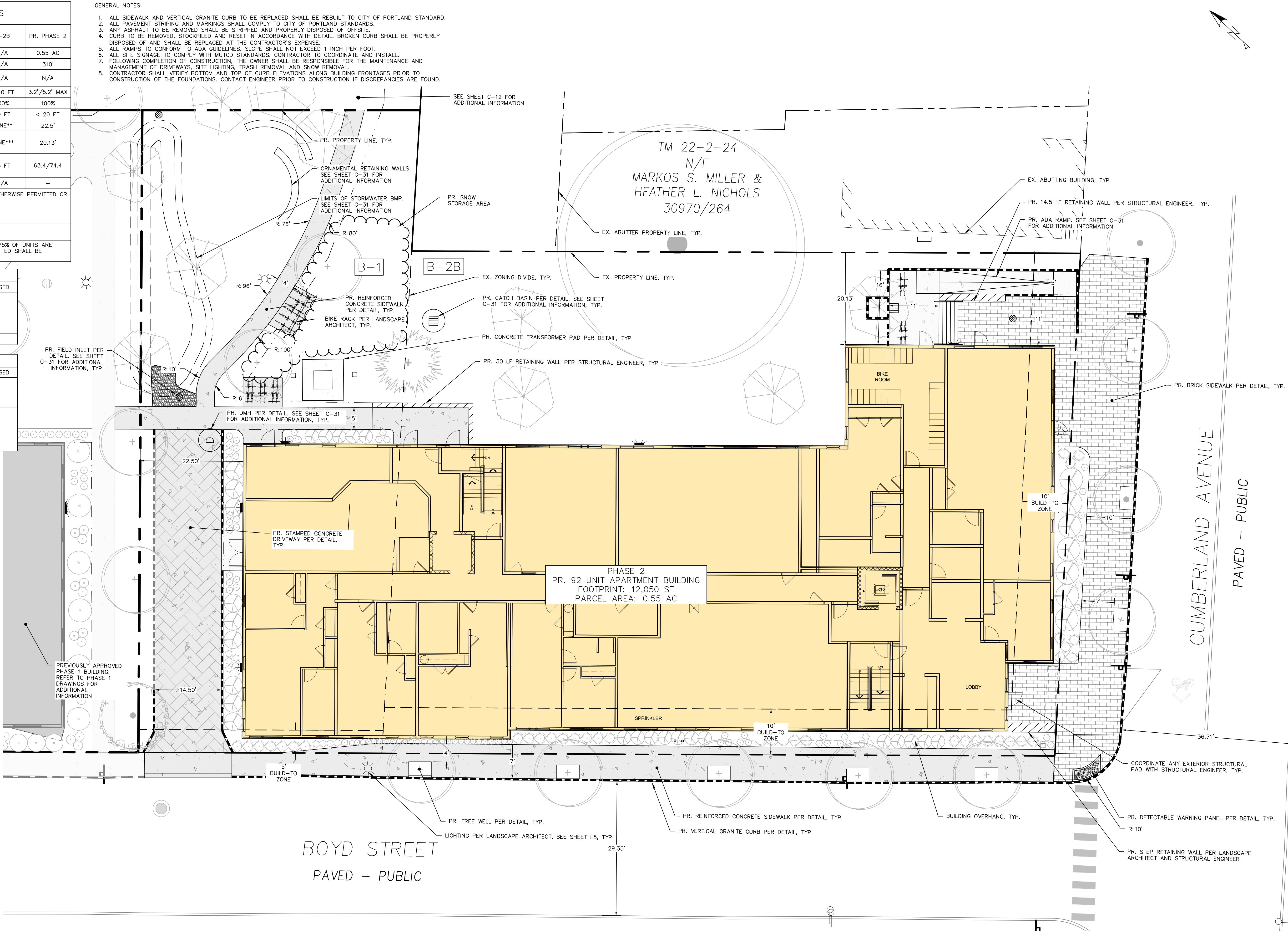


PERMITTING
NOT ISSUED FOR
CONSTRUCTION

SPACE AND BULK STANDARDS			
RESIDENTIAL ZONING DISTRICT	B-1	B-2B	PR. PHASE 2
LOT AREA (MIN.)	N/A	N/A	0.55 AC
STREET FRONTAGE (MIN.)	20 FT	N/A	310'
GROSS FLOOR AREA* (MAX.)	5,000 SF	N/A	N/A
BUILD-TO ZONE	0-5 FT	0-10 FT	3.2'/5.2' MAX
BUILD-TO PERCENTAGE (MIN.)	100%	100%	100%
BLANK WALL AREA (MAX.)	20 FT	20 FT	< 20 FT
REAR SETBACK (MIN.)	NONE**	NONE**	22.5'
SIDE SETBACK, INTERIOR (MIN.)	NONE***	NONE***	20.13'
STRUCTURE HEIGHT (MAX.)*****	55 FT	75 FT	63.4/74.4
LANDSCAPED OPEN SPACE RATIO (MIN.)	N/A	N/A	-
*NONRESIDENTIAL USES ON THE GROUND FLOOR ONLY, UNLESS OTHERWISE PERMITTED OR RESTRICTED			
**EXCEPT 10FT. IF ABUTTING A LOT IN A RESIDENTIAL ZONE			
***EXCEPT 5FT. IF ABUTTING A LOT IN A RESIDENTIAL ZONE			
****ELIGIBLE PROJECTS OVER TEN UNITS IN SIZE IN WHICH OVER 75% OF UNITS ARE LOW-INCOME OR WORKFORCE UNITS, MAXIMUM HEIGHTS AS PERMITTED SHALL BE INCREASED BY 10 FEET.			

PARKING SUMMARY		
	MAX	PROPOSED
RESIDENTIAL	2 SPACES PER DWELLING UNIT (92 UNITS) = 184 PARKING SPACES	0
TOTAL SPACES	184 SPACES	0

BICYCLE PARKING SUMMARY		
	MIN	PROPOSED
RESIDENTIAL	1 SPACES PER 2 DWELLING UNITS (92 UNITS) = 46 SPACES	
INTERIOR		30
EXTERIOR		16
TOTAL SPACES	46 SPACES	47



ISSUED FOR	BY
MAJOR SITE PLAN SUBMISSION	MKT
COMMENT RESPONSE	PFH
	6/14/2025

SITE PLAN - PHASE 2	COMB BLOCK PHASES 2 & 3
DRAWING NAME:	CLIENT: MAYO HOUSING, LP AND CUMBERLAND HOUSING, LP
PROJECT NAME:	970 BAXTER BOULEVARD, PORTLAND, MAINE 04101

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04104
(207) 775-2655

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04104
(207) 775-2655

STATE OF MAINE
PETER F. HEIL
15318
LICENSED PROFESSIONAL ENGINEER

FILE:1215_CIVIL_PH2-3
JN: 1215
SCALE: AS NOTED
DESIGNED BY: PFH
DRAWN BY: MKT
CHECKED BY: WHS

STATE OF MAINE
PETER F. HEIL
15318
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-11

© 2025 RYAN SENATORE
ARCHITECTURE

RSA

RYAN SENATORE
ARCHITECTURE
100 CONGRESS STREET, SUITE 2
PORTLAND, MAINE 04101
O: 207-747-5159
C: 207-650-6414
senatorearchitecture.com

CONSULTANTS:

REVISIONS

DATE: _____

PROJECT No. 2463

RAWN BY: RRT

CHECKED BY: RJS

SCALE: AS NOTED

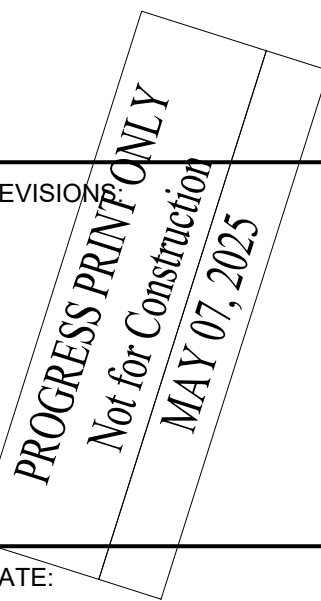
SHEET TITLE:

STORY - FIRST

FLOOR PLAN

A 1

AI



A1



1 7 STORY - SECOND FLOOR PLAN
1/8" = 1'-0"



1 7 STORY - THIRD FLOOR PLAN
1/8" = 1'-0"



1 IMAGE 1
NTS

© 2025 RYAN SENATORE
ARCHITECTURE

CUMBERLAND - BOYD
COMB BLOCK
PORTLAND, MAINE

RSA
RYAN SENATORE
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O: 207-747-5159
C: 207-650-6414
senatorearchitecture.com

CONSULTANTS:

REVISIONS

PROGRESS PRINT ONLY
Not for Construction
MAY 07, 2025

DATE:

PROJECT No. 2463

DRAWN BY: RRT

CHECKED BY: RJS

SCALE: AS NOTED

SHEET TITLE:

SU IMAGE 1

D1



1 IMAGE 5
NTS

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ARCHITECTURE

CUMBERLAND - BOYD
COMB BLOCK
PORTLAND, MAINE



RYAN SENATORE
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O: 207-747-5159
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CONSULTANTS:

REVISION
PROGRESS PRINT ONLY Not for Construction MAY 07, 2025

DATE:	
PROJECT No.	2463
DRAWN BY:	RRT
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
SU IMAGE 5

D5

MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: July 16, 2025

SUBJECT: Order 16-25/26 Approving the Credit Enhancement Agreement with Boyd Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to forward this item to the City Council for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final

Action 8/11/2025

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 19, 2025 in order for the developer to apply for Low Income Housing Tax Credits by September 18, 2025. In addition, a ten day public notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City: Corporation Counsel will review the Credit Enhancement Agreement.

PRESENTATION: Victoria Volent is available for questions and a brief presentation.

I. SUMMARY

This is a companion Order to Order XX -25/26 above.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

.

VII. RECOMMENDATION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

VIII. LIST ATTACHMENTS

1. Order - Approving Boyd Housing CEA
2. CEA Boyd Housing FINAL

Prepared by:

Victoria Volent, Housing Program Manager

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE CREDIT ENHANCEMENT AGREEMENT WITH BOYD
HOUSING, LP**

ORDERED, that the credit enhancement agreement with a 30-year term and 75% captured revenue rate between the City of Portland and Boyd Housing, LP related to the Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is authorized to sign the agreement in substantially the same form attached hereto with such changes thereto as deemed appropriate by the City Manager and any other related documents that are necessary or convenient to carry out the intent of said agreement; and

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

BOYD HOUSING, LP

DATED: _____, 2026

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- Section 1.1. Definitions.
- Section 1.2. Interpretation and Construction.

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- Section 2.2. Liens.
- Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.
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- Section 2.5. Monies Held for Benefit of Developer.

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- Section 4.4. No Disposition of Project Cost Account.
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- Section 5.2. Remedies on Default.
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- Section 6.1. Effective Date and Term.
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ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

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MISCELLANEOUS

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Section 8.2. Parties-in-Interest.

Section 8.3. Severability.

Section 8.4. No Personal Liability of Officials of the City.

Section 8.5. Counterparts.

Section 8.6. Governing Law.

Section 8.7. Notices.

Section 8.8. Amendments.

Section 8.9. Records.

Section 8.10. Reserved.

Section 8.11. Integration.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

Section 8.14. Tax Laws and Valuation Agreement.

EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2026 (the “Effective Date”), between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Boyd Housing, LP, a Maine Limited Partnership (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the *Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on August 11, 2025, Order - 24/25, (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____, 2025; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program. See Exhibit 2 for further detail.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the

District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Zero Dollars (\$0.00), which is the taxable assessed real property value of the District as of March 31, 2025 (April 1, 2024).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Exhibit 2 for further detail.

“Project” means the planned construction of a new ninety-one (91) unit, mixed-income housing development at 181 Cumberland Avenue located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost

Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each Tax Year during the term of this Agreement (collectively the “CEA Years”), the City shall retain in the District seventy-five percent (75%) of the Increased Assessed Value as Captured Assessed Value. The remaining twenty-five percent (25%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to seventy-five percent (75%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such Seventy-five percent (75%) portion into the Project Cost Account. The remaining twenty-five percent (25%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

(e) In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program, exclusive of any investment earnings thereon, shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) No less than monthly, during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in

Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or

encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Project Cost Account as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.
- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90) days.

(h) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days’ written notice to the defaulting party. The limited partners of the Developer shall have the right (but not the obligation) to cure any default of the Developer under this Agreement within the applicable cure period.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

The term of this Agreement will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the “Term”). Upon the issuance of the certificate of occupancy for the Project, the parties will execute an amendment to this Agreement setting forth the date that the certificate of occupancy was issued. Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director’s unconditional approval of the City’s designation of the District and adoption of the Development Program. Upon receipt of such approval, this Agreement shall remain in full force until expiration of the Term and upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the

City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project by January 1, 2029.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.3. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for

the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Boyd Housing, LP
c/o Portland Housing Development Corporation
970 Baxter Boulevard
Portland, Maine 04103

The City shall endeavor to send a copy of any notices sent pursuant to this Agreement simultaneously to _____. Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is

substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____
Name: Danielle P. West
Its City Manager, Duly Authorized by the City
Council at its meeting on August 11, 2025

WITNESS:

BOYD HOUSING, LP
BY: COMB Block Development, LLC
Its: General Partner

By: _____
Name: Brian Frost
Its: President

EXHIBIT 1

Copy of District Map



MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: July 16, 2025

SUBJECT: Order 17-25/26 Approving the Credit Enhancement Agreement with Cumberland Housing, LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to forward this item to the City Council for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final

Action 8/11/2025

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 19, 2025 in order for the developer to apply for Low Income Housing Tax Credits by September 18, 2025. In addition, a ten day public notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City: Corporation Counsel will review the Credit Enhancement Agreement.

PRESENTATION: Victoria Volent is available for questions and a brief presentation.

I. SUMMARY

This is a companion Order to Order XX -25/26 above.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 1, 2025, and voted 3-0 (Sykes absent) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on July 14. To make this item effective immediately, staff is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Approving Cumberland Housing CEA
2. CEA Cumberland Housing FINAL

Prepared by:
Victoria Volent, Housing Program Manager
Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE CREDIT ENHANCEMENT AGREEMENT WITH
CUMBERLAND HOUSING, LP**

ORDERED, that the credit enhancement agreement with a 30-year term and 75% captured revenue rate between the City of Portland and Cumberland Housing, LP related to the Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is authorized to sign the agreement in substantially the same form attached hereto with such changes thereto as deemed appropriate by the City Manager and any other related documents that are necessary or convenient to carry out the intent of said agreement; and

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

CUMBERLAND HOUSING, LP

DATED: _____, 2026

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EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2026 (the “Effective Date”), between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Cumberland Housing, LP, a Maine Limited Partnership (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the *Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on August 11, 2025, Order - 24/25, (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____, 2025, and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program. See Exhibit 2 for further detail.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District

remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Zero Dollars (\$0.00), which is the taxable assessed real property value of the District as of March 31, 2025 (April 1, 2024).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Exhibit 2 for further detail.

“Project” means the planned construction of a new ninety-one (91) unit, mixed-income housing development at 181 Cumberland Avenue located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

- (a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.
- (f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- (g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost Account is pledged to and charged with the payment of costs in the manner and priority provided

in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each Tax Year during the term of this Agreement, (collectively the “CEA Years”), the City shall retain in the District seventy-five percent (75%) of the Increased Assessed Value as Captured Assessed Value. The remaining twenty-five percent (25%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to seventy-five percent (75%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such Seventy-five percent (75%) portion into the Project Cost Account. The remaining twenty-five percent (25%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

(e) In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program, exclusive of any investment earnings thereon, shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) No less than monthly, during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in

Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or

encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Project Cost Account as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.
- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90) days.

(h) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days’ written notice to the defaulting party. The limited partners of the Developer shall have the right (but not the obligation) to cure any default of the Developer under this Agreement within the applicable cure period.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

The term of this Agreement will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the “Term”). Upon the issuance of the certificate of occupancy for the Project, the parties will execute an amendment to this Agreement setting forth the date that the certificate of occupancy was issued. Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director’s unconditional approval of the City’s designation of the District and adoption of the Development Program. Upon receipt of such approval, this Agreement shall remain in full force until expiration of the Term and upon the payment of all

amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project by January 1, 2029.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.3. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for

establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Cumberland Housing, LP
c/o Portland Housing Development Corporation
970 Baxter Boulevard
Portland, Maine 04103

The City shall endeavor to send a copy of any notices sent pursuant to this Agreement simultaneously to _____. Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and

applicable laws, regulations and ordinances, execute a declaration (the “Declaration”) which is substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____
Name: Danielle P. West
Its City Manager, Duly Authorized by the City
Council at its meeting on August 11, 2025

WITNESS:

CUMBERLAND HOUSING, LP
BY: COMB Block Development, LLC
Its: General Partner

By: _____
Name: Brian Frost
Its: President

EXHIBIT 1

Copy of District Map



MEMORANDUM
City Council Agenda Item

FROM: Brendan O'Connell
DATE: July 16, 2025
SUBJECT: Order 18-25/26 Adopting Development Program for Portland Downtown for Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair
SPONSOR: Councilor April Fournier, Chair/Finance Committee - Meetings Held on May 8 and June 18, 2025

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final Action 8/11/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes and Corporation Counsel has reviewed and approved the Agreement.

PRESENTATION: Brendan O'Connell, Finance Director – 3 minutes

I. SUMMARY

Annually, the City Council authorizes the City Manager to execute documents necessary for the continued operation of Portland Downtown (formerly known as Portland's Downtown District). Three orders are passed on an annual basis as part of this effort. The first authorizes the Portland Downtown District annual development plan as passed by the Portland Downtown Board. The second establishes the maintenance and implementation assessments in order to fund the development plan. The final order approves the agreement between the City and Portland Downtown, including the agreement between the City Public Works Department and Portland Downtown for supplemental services in the district.

II. AGENDA DESCRIPTION

The PD District was originally established by the City Council on March 16, 1992. Since then, each year in June, for the following fiscal year starting July 1, City Council authorization of establishing the special assessment and approval of the documents is needed.

For FY2026, City Council authorization is needed for the continued operation of PD, which documents include: (1) Adopting the Development Program for the PD; (2) Assessing Maintenance and Implementation Assessments in the PD District; and, (3) authorizing the Agreement for work to be done by PD and work to be done by the City.

The budget for PD is funded largely from special assessments on all real estate in the current District. The revenue raised through the special assessment will fund the majority of PD development program expenses for FY2025. The proposed mil rate to raise the assessment revenue budget is estimated at \$1.00 per \$1,000 of property value in the current district in order to raise the PD Board approved assessment revenue of approximately \$2.3M.

Portland Downtown representatives provided a presentation to the Finance Committee (FC) at the May 8, 2025 meeting and answered additional questions from Committee members and Council members at the June 18, 2025 meeting.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for the City Council to accept the FY2026 Development Plan, authorize the annual special assessment levied to property owners in the District in order for the PD to continue its program of services to support downtown cleanliness, safety, and events, and to formalize the Agreement between the PD and the City for services.

V. FINANCIAL IMPACT

This year's assessment will be funded from special assessments on all real estate in the current district for an estimated FY26 total of \$2,340,144, an increase of \$1,012,004 from FY25 assessment of \$1,328,140. This assessment would be for the period July 1, 2025, to June 30, 2026. The special assessment as proposed for FY26 would result in an increase in the assessment rate to \$1.00 per \$1,000. The FY25 assessment rate was 71 cents per \$1,000 of property value. The FY24 rate was 67 cents per \$1,000 of property value; in FY23 the rate was 66 cents per \$1,000 of property value; in FY22 the rate was 57 cents per \$1,000 of property value, lower than in previous years due to a revaluation; in FY21, the rate was \$1.05 per \$1,000 of property value; in FY20, the rate was \$1.09 per \$1,000 of property value; in FY19, the rate was \$1.03 per \$1,000 of property value. It is noted that for the prior nine (9) years before FY19, the PD assessment rate had been the same rate of 92 cents per \$1,000 of property value in the geographic area before the approved FY19 geographic expansion of the district.

VI. STAFF ANALYSIS AND BACKGROUND

City staff have reviewed the documents and recommends the City Council vote to approve these items.

VII. RECOMMENDATION

Move passage

VIII. LIST ATTACHMENTS

1. Order - Adopting Development Program for Portland Downtown for Fiscal Year 2025-2026
2. FY26 PD Development Plan

Prepared by:

Brendan O'Connell

Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ADOPTING DEVELOPMENT PROGRAM FOR PORTLAND DOWNTOWN
FOR FISCAL YEAR 2025-2026**

ORDERED, pursuant to 30-A M.R.S. Section 5224, after public hearing, the City Council of the City of Portland hereby adopts the Development Program submitted by the City Manager, in substantially the form attached hereto, for the Downtown Improvement District, Inc. doing business as Portland Downtown for fiscal year 2025-2026.

FY26 Budget and Development Plan



Portland Downtown stimulates a thriving, vibrant & sustainable downtown community

FY25 Highlights

- Monument Square Tree Cam
- Mission 3/65
- 2/07 Day + Governor Proclamation
- Increased success in our cadet program
- Graffiti fighting partnership with Audet Enterprises
- Partnered with Milestone HOME Team & CommonSpace
- Public Restroom in Congress Square
- Crosswalk Activation, con't
- Park(ing) Day
- Downtown Worker Appreciation Day
- Merry Madness
- Increased Seating Downtown
- Increased Planters
- No Parking on Monument Square

Fiscal Year 2026

- FY26 increase is largely for Ambassador service
- Supplemental Services staff increase
- Continued funding for various social service partners
- Continued cadet program
- Continuing our new mural program
- Funding for public restroom

Notes on FY26 Budget

- Enhanced Space Activation Work
- Continued events calendar
- Visitor Information Booth will also include Ambassadors
- Continued social service partnership
- Continued graffiti efforts, now managed by Ambassadors
- Continued focus on empty spaces in Arts District

FY26 Development Plan

- Strengthen outreach & relationship building
- Grow advocacy efforts
- Continue to expand mural program
- Further engage downtown residential community
- Monument Square efforts continue - Market & produce (?)
- Public Restroom efforts continue
- Age-Friendly Business efforts continue
- Grow Placemaking efforts

Strategic Plan Guiding Principles

- Portland Downtown is a community builder
- Portland Downtown is a key advocate for the downtown community
- Portland Downtown is a strong partner & collaborator
- Portland Downtown strives to be increasingly environmentally sustainable
- Portland Downtown believes in organizational sustainability

Addressing the Change in our Community

Increased Challenges

Increase in Needle Waste

- this has made the community concerned & feedback from tourists is negative

Increase in trash

- trash isn't picked up after apx 1pm.
- Current Public Works team spends MUCH more time addressing this, thus unable to do other things that were once “supplemental”

Echoing Urban Place Management & Best Practices for Street Teams

Two major national suppliers
Hire Local/Local job creation

- **Understanding of Recruitment, Screening and Hiring**
- **Great training, specific to Portland Downtown's Ambassador work**
- **Employee Support**
- **Quality Assurance**
- **Great Customer Communication**



ENVIRONMENTAL MAINTENANCE

- Litter collection (manual)
- Graffiti removal
- Weed abatement
- Special projects (painting, mulching, etc.)
- Landscaping (planting, watering, pruning)



SAFETY



- **Patrol on foot, bike or vehicle**
- **Proactively engage and deter low level quality of life behaviors (panhandling, loitering, illegal vending, etc.)**
- **Engage unhoused persons to connect them with services**
- **Use technology to document engagements with persons and incidents**
- **Interact with businesses to share district and safety information**
- **Serve as a resource to and share information with local law enforcement**
- **Continually engage the public to create positive experiences**

Outreach



- **Identify those in need, directs them to services and agencies to meet their needs**
- **Work toward establishing a mutual respect so as to reduce the public nuisance perception of homelessness**
- **Establish relationships with the city, county, and state agencies that are in place to respond to the needs of the homeless and neediest of your community**
- **Use technology to document engagements with persons**

OPERATIONS

DEPLOYMENT

Carefully orchestrate all details of daily operations to maximize the investment into staff and equipment.

OPERATIONS MANAGER

The operations manager is responsible for applying the best practice operating model locally and serves as the “quarterback” of day-to-day operations and service strategy.

EQUIPMENT

Equipment is selected to improve efficiency and further the visibility of the organization. Your investment into equipment is only useful if it's part of daily deployment. Strong maintenance procedures put in place to extend the life expectancy of equipment.



TRAINING

24 Hours of New Hire Training

Monthly Safety Talks

Bi-weekly Training
Active Shooter
Warm Weather Awareness

Management Courses
Leadership Development
HR Huddles
Annual Connect & Share

Hospitality Habits



CULTURE

► CREATING A CULTURE

- Work should be fun and interesting. Our philosophy when working with employees is to "treat employees as we want to be treated."

► BENEFITS

- Benefits are essential to retaining employees. All employees receive quality health and dental insurance, paid vacations, life insurance, 401 K, and birthday pay.

► REWARDS & RECOGNITION

- Rewards and recognition program to reinforce great performances on a weekly, monthly and annual basis.



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Telling the story



- Board Ready Reports
- Incident & Maintenance Reports
- Stats Tracking & Variances
- Business Contact Database
- Mapping (walk paths/heat/incidents)
- Supervisor Module + Quality Assurance
- Persons of Interest



Innovation & Creativity

BEST PRACTICES

CONTINUAL PROGRAM EVOLUTION

SOLVING PROBLEMS



MEMORANDUM
City Council Agenda Item

FROM: Brendan O'Connell

DATE: July 16, 2025

SUBJECT: Order 19-25/26 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final Action 8/11/2025

Can action be taken at a later date: Yes

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order to the Adopting Development Program for Portland Downtown for Fiscal Year 2025-2026 order above.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Establishing Maintenance and Implementation Assessments for Portland Downtown
2. Mayor Amendment to Order 19 (PDD) w Ex A

Prepared by:
Brendan O'Connell
Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ESTABLISHING MAINTENANCE AND IMPLEMENTATION ASSESSMENTS
FOR PORTLAND DOWNTOWN FOR FISCAL YEAR 2025-2026**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$2,340,144, be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Downtown Improvement District, Inc. doing business as Portland Downtown, to fund maintenance and implementation costs for such district for the period beginning July 1, 2025 and ending on June 30, 2026; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Downtown Improvement District, which real estate listing is attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2025 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT- FY2026 - 4/11/2025	Address	Chart-Block-Lot	Acreage		Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE JUNE 2024)	Estimated Assessment for FY2026, Based on 50% ADR * 1.5% Assessment	10% of Assesment Fee to City Adm.
Hotel Name										
- Economy Class							50.0%	\$78.49	1.50%	10%
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384		128	46,720	23,360	\$1,833,526.40	\$27,502.90	\$2,750.29
- Midscale Class							50.0%	\$100.39	1.50%	10%
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173		119	43,435	21,718	\$2,180,219.83	\$32,703.30	\$3,270.33
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691		200	73,000	36,500	\$3,664,235.00	\$54,963.53	\$5,496.35
- Upper Midscale Class							50.0%	\$134.21	1.50%	10%
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007		105	38,325	19,163	\$2,571,799.13	\$38,576.99	\$3,857.70
Clarion Hotel Airport	1230 Congress St	189 A014001	4.8057		149	54,385	27,193	\$3,649,505.43	\$54,742.58	\$5,474.26
Hampton Inn Portland Downtown - Waterfront	209 Fore Street	029 L00100H	0.5829		125	45,625	22,813	\$3,061,665.63	\$45,924.98	\$4,592.50
Holiday Inn By The Bay	88 Spring St	039 E010001	2.3018		239	87,235	43,618	\$5,853,904.68	\$87,808.57	\$8,780.86
Hampton Inn & Suites Portland West	1210 Brighton Ave	265 A001001	2.9256		86	31,390	15,695	\$2,106,425.95	\$31,596.39	\$3,159.64
- Upscale Class							50%	\$165.25	1.5%	10%
Residence Inn By Marriott Portland Downtown/Waterfront	145 Fore St	020 C010001	0.7821		179	65,335	32,668	\$5,398,304.38	\$80,974.57	\$8,097.46
Hilton Garden Inn Portland Downtown Waterfront	65 Commercial St	029 K003001	0.3866		120	43,800	21,900	\$3,618,975.00	\$54,284.63	\$5,428.46
AC Hotel by Marriott Portland Downtown/Waterfront	158 Fore St	019 B020001	0.6552		178	64,970	32,485	\$5,368,146.25	\$80,522.19	\$8,052.22
Courtyard by Marriott Portland Downtown/Waterfront	321 Commercial St	040 E00300H	0.767		132	48,180	24,090	\$3,980,872.50	\$59,713.09	\$5,971.31
Hyatt Place Portland-Old Port	433 Fore St	032 I042001	0.4392		130	47,450	23,725	\$3,920,556.25	\$58,808.34	\$5,880.83
Cambria Hotel Portland Downtown / Old Port	25 Hancock Street	020 C009001	0.7983		102	37,230	18,615	\$3,076,128.75	\$46,141.93	\$4,614.19
Aloft Portland Maine	379 Commercial Street	042 A001001	0.807		157	57,305	28,653	\$4,734,825.63	\$71,022.38	\$7,102.24
Hilton Garden Inn Portland Airport	145 Jetport Blvd	209A A016002	2.2107		76	27,740	13,870	\$2,292,017.50	\$34,380.26	\$3,438.03
- Upper Upscale Class							50%	\$222.32	1.5%	10%
The Press Hotel, Autograph Collection	119 Exchange St	032 C001001	0.2304		110	40,150	20,075	\$4,463,074.00	\$66,946.11	\$6,694.61
Portland Regency Hotel & Spa	20 Milk St	029 R001001	0.5596		95	34,675	17,338	\$3,854,473.00	\$57,817.10	\$5,781.71
The Westin Portland Harborview	157 High St	037 E007001	1.0647		289	105,485	52,743	\$11,725,712.60	\$175,885.69	\$17,588.57
Canopy by Hilton Portland Waterfront	9 Center Street	038 G005001	0.5462		135	49,275	24,638	\$5,477,409.00	\$82,161.14	\$8,216.11
Embassy Suites by Hilton Portland Maine	1050 Westbrook St	210A A005001	2.78		120	43,800	21,900	\$4,868,808.00	\$73,032.12	\$7,303.21
The Longfellow Hotel	754 Congress St.	054 G001001	0.2459		48	17,520	8,760	\$1,947,523.20	\$29,212.85	\$2,921.28
- Luxury Class							50%	\$380.06	1.50%	10%
Portland Harbor Hotel	468 Fore St	038 F009001	0.6505		97	35,405	17,703	\$6,728,012.15	\$100,920.18	\$10,092.02
Totals:			42.1269					\$94,428,597.03	\$1,445,641.80	\$144,564.18

**AMENDMENT #1 TO ORDER 19-25/26
PREPARED BY CORPORATION COUNSEL
FOR MAYOR MARK DION
RE: EXHIBIT A**

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the
Downtown Improvement District, which real estate listing is attached hereto as
~~Exhibit A~~ Exhibit A-1; and

PARCEL ID	LAND USE	STREET NO	LOCATION	OWNER	NET ASSESSMENT	FY26 Projected Fee @1.03
021 A001001	25: PARKING LOTS	119	PEARL ST	PEARL CUMBERLAND LLC	10,967,700	11,296.73
021 A012001	56: GOVERNMENTAL	214	CUMBERLAND AVE	CITY OF PORTLAND	-	-
027 A001001	20: COMMERCIAL CONDOS	320	CUMBERLAND AVE	MAINE PUBLIC BROADCASTING	16,516,500	17,012.00
027 A001002	20: COMMERCIAL CONDOS	320	CUMBERLAND AVE	MAINE PUBLIC BROADCASTING	938,400	966.55
027 A001003	20: COMMERCIAL CONDOS	320	CUMBERLAND AVE	MAINE PUBLIC BROADCASTING	1,313,800	1,353.21
027 A012001	56: GOVERNMENTAL	5	MONUMENT SQ	CITY OF PORTLAND	-	-
027 A015001	22: OFFICE BUSINESS	465	CONGRESS ST	MONUMENT HOTEL LLC	9,088,300	9,360.95
027 B001001	56: GOVERNMENTAL	284	CUMBERLAND AVE	CITY OF PORTLAND	-	-
027 B002001	22: OFFICE BUSINESS	443	CONGRESS ST	JJR 443 CONGRESS LLC	6,594,400	6,792.23
027 B003001	56: GOVERNMENTAL	9	ELM ST	CITY OF PORTLAND	-	-
027 B004001	27: MULTI-USE COMMERCIAL	439	CONGRESS ST	METROPOLITAN APARTMENTS LLC	10,173,200	10,478.40
027 B005001	53: RELIGIOUS	425	CONGRESS ST	FIRST PARISH IN PORTLAND	-	-
027 B007001	22: OFFICE BUSINESS	415	CONGRESS ST	ASHBY TEAM LLC	4,711,100	4,852.43
027 B008001	56: GOVERNMENTAL	21	ELM ST	CITY OF PORTLAND	-	-
027 B009001	57: OTHERS EXEMPT BY LAW	8	CHESTNUT ST	MASONIC TRUSTEES OF PORTLAND	-	-
027 C002001	13: THREE FAMILY	17	CHESTNUT ST	TRIPOD HOLDINGS LLC	1,007,100	1,037.31
027 C010001	20: COMMERCIAL CONDOS	21	CHESTNUT ST	HAIR ETC LLC	237,900	245.04
027 C010002	20: COMMERCIAL CONDOS	21	CHESTNUT ST	CHESTNUT STREET LOFTS LLC	289,200	297.88
027 C01002E	10: CONDOMINIUMS	21	CHESTNUT ST	JORDAN CARA A	402,200	414.27
027 C01002N	10: CONDOMINIUMS	21	CHESTNUT ST	SMITH DOUGLAS A &	444,800	458.14
027 C01002S	10: CONDOMINIUMS	21	CHESTNUT ST	MORREL VICTOR &	402,200	414.27
027 C01002W	10: CONDOMINIUMS	21	CHESTNUT ST	ANDERSON EVAN	444,800	458.14
027 C01003E	10: CONDOMINIUMS	21	CHESTNUT ST	CASTANEA PRIME LLC	427,200	440.02
027 C01003N	10: CONDOMINIUMS	21	CHESTNUT ST	TILTON GARRETT K &	444,800	458.14
027 C01003S	10: CONDOMINIUMS	21	CHESTNUT ST	SAWYER JESSE	445,200	458.56
027 C01003W	10: CONDOMINIUMS	21	CHESTNUT ST	VANHOEWYK JOHN VN VET &	438,800	451.96
027 C01004E	10: CONDOMINIUMS	21	CHESTNUT ST	FARNHAM DAVID A &	534,000	550.02
027 C01004N	10: CONDOMINIUMS	21	CHESTNUT ST	SEARS STEPHEN D &	469,800	483.89
027 C01004S	10: CONDOMINIUMS	21	CHESTNUT ST	KAUFMANN CHARLES L	402,200	414.27
027 C01004W	10: CONDOMINIUMS	21	CHESTNUT ST	NYGAARD DANTON D &	444,800	458.14
027 C01005E	10: CONDOMINIUMS	21	CHESTNUT ST	FRISONE GIOVANNI &	427,200	440.02
027 C01005N	10: CONDOMINIUMS	21	CHESTNUT ST	YINDRA SARA R	491,800	506.55
027 C01005S	10: CONDOMINIUMS	21	CHESTNUT ST	SAVAGE WILLIAM H &	427,200	440.02
027 C01005W	10: CONDOMINIUMS	21	CHESTNUT ST	CURTIN TERESA ANN	516,800	532.30
027 C01006E	10: CONDOMINIUMS	21	CHESTNUT ST	HAMM LARRY F &	427,200	440.02
027 C01006N	10: CONDOMINIUMS	21	CHESTNUT ST	SCOTT AURELIA C WID WWII VET	485,800	500.37
027 C01006S	10: CONDOMINIUMS	21	CHESTNUT ST	SCHWELLENBACH JAMES C &	402,200	414.27
027 C01006W	10: CONDOMINIUMS	21	CHESTNUT ST	FAVILLE LINDA &	516,800	532.30
027 C01007E	10: CONDOMINIUMS	21	CHESTNUT ST	HARDING ALICIA &	480,300	494.71
027 C01007N	10: CONDOMINIUMS	21	CHESTNUT ST	DIXON DENNIS C &	453,400	467.00
027 C01007S	10: CONDOMINIUMS	21	CHESTNUT ST	KELLY MARILYN E TRUSTEE	563,900	580.82
027 C01007W	10: CONDOMINIUMS	21	CHESTNUT ST	GUIGLI MICHAEL	522,500	538.18
027 C01008N	10: CONDOMINIUMS	21	CHESTNUT ST	COTSIRILOS STEPHANIE G	645,700	665.07
027 C01008S	10: CONDOMINIUMS	21	CHESTNUT ST	WILLIAMS JAN &	559,200	575.98
027 C01008W	10: CONDOMINIUMS	21	CHESTNUT ST	BUSQUE PETER J	538,100	554.24
027 C0102NW	10: CONDOMINIUMS	21	CHESTNUT ST	HOBBS JANNA K ETAL JTS	451,900	465.46
027 C0102SE	10: CONDOMINIUMS	21	CHESTNUT ST	GAULKE JULIA P &	416,100	428.58

027 C0103NW	10:CONDOMINIUMS	21	CHESTNUT ST	AVIGNON PIERRE &	451,900	465.46
027 C0103SE	10:CONDOMINIUMS	21	CHESTNUT ST	CASTANEA PRIME LLC	416,100	428.58
027 C0104NW	10:CONDOMINIUMS	21	CHESTNUT ST	FRAZER LORINDA JANE TRUSTEE	451,900	465.46
027 C0104SE	10:CONDOMINIUMS	21	CHESTNUT ST	DEGRAY EMILY &	416,100	428.58
027 C0105NW	10:CONDOMINIUMS	21	CHESTNUT ST	FLACH ROSEMARY	493,400	508.20
027 C0105SE	10:CONDOMINIUMS	21	CHESTNUT ST	MAHON CONOR &	391,100	402.83
027 C0106NW	10:CONDOMINIUMS	21	CHESTNUT ST	141 PLEASANT STREET LLC	497,100	512.01
027 C0106SE	10:CONDOMINIUMS	21	CHESTNUT ST	EISENBERG AVNER	416,100	428.58
027 C011001	27:MULTI-USE COMMERCIAL	15	CHESTNUT ST	BOODILLY LLC	2,434,200	2,507.23
027 C012001	56:GOVERNMENTAL	389	CONGRESS ST	CITY OF PORTLAND	-	-
027 D001001	27:MULTI-USE COMMERCIAL	385	CONGRESS ST	FATHOM CONGRESS LLC	6,163,700	6,348.61
027 D002001	25:PARKING LOTS	365	CONGRESS ST	385 CONGRESS LLC	5,326,000	5,485.78
027 F001001	22:OFFICE BUSINESS	50	MONUMENT SQ	THE LANCASTER GROUP LLC	6,941,400	7,149.64
027 F002001	10:CONDOMINIUMS	28	MONUMENT SQ	DONNELLY JON P &	1,664,900	1,714.85
027 F002002	10:CONDOMINIUMS	28	MONUMENT SQ	STODDARD ROBERT B &	1,353,900	1,394.52
027 F002003	20:COMMERCIAL CONDOS	28	MONUMENT SQ	28 MSQ LLC	673,900	694.12
027 F002004	20:COMMERCIAL CONDOS	28	MONUMENT SQ	28 MSQ LLC	673,900	694.12
027 F002005	20:COMMERCIAL CONDOS	28	MONUMENT SQ	28 MSQ LLC	200,300	206.31
027 F003001	21:RETAIL SERVICES	22	MONUMENT SQ	STORREY INDUSTRIES LLC	2,799,200	2,883.18
027 F004001	25:PARKING LOTS	6	MONUMENT SQ	PARCHEGGIO LLC	151,300	155.84
027 F005001	27:MULTI-USE COMMERCIAL	18	MONUMENT SQ	18 MONUMENT PLACE LLC	1,326,400	1,366.19
027 F006001	21:RETAIL SERVICES	16	MONUMENT SQ	15 MONUMENT SQUARE LLC	1,189,400	1,225.08
027 F009001	21:RETAIL SERVICES	121	CENTER ST	TEDLUM ASSOCIATES LLC	4,562,900	4,699.79
027 F011001	21:RETAIL SERVICES	1	MONUMENT WAY	CF OMW LLC	6,747,400	6,949.82
027 F014001	19:AUXILIARY BUILDINGS	0	MONUMENT SQ	TWO MONUMENT WAY ASSOCIATES	263,400	271.30
027 F023001	27:MULTI-USE COMMERCIAL	30	CITY CTR	RODWAY PETER E &	633,500	652.51
027 F024001	21:RETAIL SERVICES	28	CITY CTR	BROWN J B & SONS	709,800	731.09
027 F026001	21:RETAIL SERVICES	26	CITY CTR	BROWN J B & SONS	1,488,700	1,533.36
027 F027001	22:OFFICE BUSINESS	24	CITY CTR	BROWN J B & SONS	1,712,400	1,763.77
027 F028001	25:PARKING LOTS	41	FREE ST	TEDLUM ASSOCIATES LLC	304,000	313.12
027 F029001	25:PARKING LOTS	23	FREE ST	ONE CITY CENTER ASSOCIATES LLC	19,456,000	20,039.68
027 G001001	58:LAND BANKS	456	CONGRESS ST	CITY OF PORTLAND	-	-
028 A001001	56:GOVERNMENTAL	380	CONGRESS ST	CITY OF PORTLAND	-	-
028 B001001	58:LAND BANKS	350	CONGRESS ST	CITY OF PORTLAND	-	-
028 E001001	56:GOVERNMENTAL	168	FEDERAL ST	UNITED STATES	-	-
028 F001001	56:GOVERNMENTAL	142	FEDERAL ST	CUMBERLAND COUNTY OF	-	-
028 K001001	21:RETAIL SERVICES	77	MARKET ST	85 MARKET STREET LLC	3,202,900	3,298.99
028 K002001	22:OFFICE BUSINESS	66	PEARL ST	LEADER PROPERTIES LLC	8,693,600	8,954.41
028 K003001	22:OFFICE BUSINESS	75	MARKET ST	WHOLLY COW LLC	8,030,800	8,271.72
028 L002001	56:GOVERNMENTAL	0	NEWBURY ST	CUMBERLAND COUNTY INHABITANTS	-	-
028 L005001	20:COMMERCIAL CONDOS	75	PEARL ST	WBFM LLC	2,119,000	2,182.57
028 L00502A	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	1,123,900	1,157.62
028 L00502B	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	883,200	909.70
028 L00503A	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	692,400	713.17
028 L00503B	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	908,600	935.86
028 L00504A	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	692,400	713.17
028 L00504B	20:COMMERCIAL CONDOS	75	PEARL ST	WOODMAN BUILDING	1,123,900	1,157.62
028 L007001	24:WHOLESALE	131	MIDDLE ST	RACKLEFF BLOCK LLC	4,503,500	4,638.61
028 M001001	56:GOVERNMENTAL	192	NEWBURY ST	CUMBERLAND COUNTY OF	-	-

028	M005001	21:RETAIL SERVICES	121	MIDDLE ST	123 LLC	9,505,800	9,790.97
028	N001001	56:GOVERNMENTAL	109	MIDDLE ST	CITY OF PORTLAND	-	-
028	N009001	27:MULTI-USE COMMERCIAL	115	MIDDLE ST	BROTHERS THREE LLC	1,698,500	1,749.46
028	N010001	21:RETAIL SERVICES	111	MIDDLE ST	VENTURE III HOLDINGS LLC	342,200	352.47
029	A00101A	20:COMMERCIAL CONDOS	150	MIDDLE ST	PROSPERITA LLC	953,900	982.52
029	A00101B	20:COMMERCIAL CONDOS	150	MIDDLE ST	PEG REALTY LLC	760,600	783.42
029	A00101C	20:COMMERCIAL CONDOS	150	MIDDLE ST	IN FIRM GROUP THE	712,900	734.29
029	A00101D	20:COMMERCIAL CONDOS	150	MIDDLE ST	IN FIRM GROUP THE	712,900	734.29
029	A00102A	10:CONDOMINIUMS	150	MIDDLE ST	FRANK PATRICK J JR	434,600	447.64
029	A00102B	10:CONDOMINIUMS	150	MIDDLE ST	SAVATTERI SALVATORE JR &	392,800	404.58
029	A00102C	10:CONDOMINIUMS	150	MIDDLE ST	MEIL JOAN F &	412,500	424.88
029	A00102D	10:CONDOMINIUMS	150	MIDDLE ST	DEFREN-MOSS SHARON &	449,400	462.88
029	A00102E	10:CONDOMINIUMS	150	MIDDLE ST	ERNEST PAUL W &	487,600	502.23
029	A00102F	10:CONDOMINIUMS	150	MIDDLE ST	MORRISSETTE CAROL ANN	431,500	444.45
029	A00102G	10:CONDOMINIUMS	150	MIDDLE ST	KIRK CHARLES M	349,300	359.78
029	A00102H	10:CONDOMINIUMS	150	MIDDLE ST	JOHNS F ARTHUR T	380,100	391.50
029	A00102I	10:CONDOMINIUMS	150	MIDDLE ST	STERLING JANN D &	389,700	401.39
029	A00102J	10:CONDOMINIUMS	150	MIDDLE ST	MILLS S PETER	359,300	370.08
029	A00102K	10:CONDOMINIUMS	150	MIDDLE ST	MILLS S PETER	417,400	429.92
029	A00103A	10:CONDOMINIUMS	150	MIDDLE ST	NELSON JEANNE	482,600	497.08
029	A00103B	10:CONDOMINIUMS	150	MIDDLE ST	ZHAO MIN &	412,400	424.77
029	A00103C	10:CONDOMINIUMS	150	MIDDLE ST	AHP CAMDEN LLC	433,200	446.20
029	A00103D	10:CONDOMINIUMS	150	MIDDLE ST	AHP CAMDEN LLC	418,900	431.47
029	A00103E	10:CONDOMINIUMS	150	MIDDLE ST	SULLIVAN JOSEPH P &	540,700	556.92
029	A00103F	10:CONDOMINIUMS	150	MIDDLE ST	M & B 101 INC	453,000	466.59
029	A00103G	10:CONDOMINIUMS	150	MIDDLE ST	M & B 101 INC	393,000	404.79
029	A00103H	10:CONDOMINIUMS	150	MIDDLE ST	HENDERSON HAROLD L &	400,300	412.31
029	A00103I	10:CONDOMINIUMS	150	MIDDLE ST	HARDING WILLIAM TRUSTEE	384,100	395.62
029	A00103J	10:CONDOMINIUMS	150	MIDDLE ST	SCHAFER KAREN	377,300	388.62
029	A00103K	10:CONDOMINIUMS	150	MIDDLE ST	150 MIDDLE STREET 3K LLC	438,300	451.45
029	A00104A	10:CONDOMINIUMS	150	MIDDLE ST	BIXBY DOUGLAS B &	457,600	471.33
029	A00104B	10:CONDOMINIUMS	150	MIDDLE ST	HUNT KIMBERLY &	490,700	505.42
029	A00104C	10:CONDOMINIUMS	150	MIDDLE ST	CAMP PETER S	433,200	446.20
029	A00104D	10:CONDOMINIUMS	150	MIDDLE ST	GUTWIN JOHN D &	393,900	405.72
029	A00104E	10:CONDOMINIUMS	150	MIDDLE ST	GIUSTRA PETER E TRUSTEE	454,400	468.03
029	A00104F	10:CONDOMINIUMS	150	MIDDLE ST	WINSLOW DARREN R &	468,500	482.56
029	A00104G	10:CONDOMINIUMS	150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	393,000	404.79
029	A00104H	10:CONDOMINIUMS	150	MIDDLE ST	150 MIDDLE LLC	425,300	438.06
029	A00104I	10:CONDOMINIUMS	150	MIDDLE ST	GARCIA MELISSA DORA &	409,100	421.37
029	A00104J	10:CONDOMINIUMS	150	MIDDLE ST	GREENZWEIG NEIL TRUSTEE	377,300	388.62
029	A00104K	10:CONDOMINIUMS	150	MIDDLE ST	ZANARDI MARIAGRAZIA	438,300	451.45
029	A00105A	20:COMMERCIAL CONDOS	150	MIDDLE ST	MIRS PROPERTIES LLC	1,403,200	1,445.30
029	A00105B	10:CONDOMINIUMS	150	MIDDLE ST	DUNKERLY ALLAN S TRUSTEE	1,311,100	1,350.43
029	A0010BA	20:COMMERCIAL CONDOS	150	MIDDLE ST	100 SILVER STREET LLC	472,500	486.68
029	A0010BB	20:COMMERCIAL CONDOS	150	MIDDLE ST	100 SILVER STREET LLC	472,500	486.68
029	A001P01	10:CONDOMINIUMS	150	MIDDLE ST	DUNKERLY MARY V	28,500	29.36
029	A001P02	10:CONDOMINIUMS	150	MIDDLE ST	GIUSTRA PETER E TRUSTEE	28,500	29.36
029	A001P03	10:CONDOMINIUMS	150	MIDDLE ST	SULLIVAN JOSEPH P &	28,500	29.36
029	A001P04	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	29.36

029 A001P05	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	29.36
029 A001P06	10:CONDOMINIUMS	150	MIDDLE ST	IN FIRM GROUP THE	28,500	29.36
029 A001P07	10:CONDOMINIUMS	150	MIDDLE ST	IN FIRM GROUP THE	28,500	29.36
029 A001P08	10:CONDOMINIUMS	150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	28,500	29.36
029 A001P09	10:CONDOMINIUMS	150	MIDDLE ST	100 SILVER STREET LLC	28,500	29.36
029 A001P10	10:CONDOMINIUMS	150	MIDDLE ST	FRANK PATRICK J JR	28,500	29.36
029 A001P11	10:CONDOMINIUMS	150	MIDDLE ST	FRANK PATRICK J JR	28,500	29.36
029 A001P12	10:CONDOMINIUMS	150	MIDDLE ST	INFIRM GROUP	28,500	29.36
029 A001P13	10:CONDOMINIUMS	150	MIDDLE ST	MILLS S PETER	28,500	29.36
029 A001P14	10:CONDOMINIUMS	150	MIDDLE ST	ERNEST PAUL W &	28,500	29.36
029 A001P15	10:CONDOMINIUMS	150	MIDDLE ST	BIXBY DOUGLAS B &	28,500	29.36
029 A001P16	10:CONDOMINIUMS	150	MIDDLE ST	150 MIDDLE STREET 3K LLC	28,500	29.36
029 A001P17	10:CONDOMINIUMS	150	MIDDLE ST	CAMP PETER S	28,500	29.36
029 A001P18	10:CONDOMINIUMS	150	MIDDLE ST	PROSPERITA LLC	28,500	29.36
029 A001P19	10:CONDOMINIUMS	150	MIDDLE ST	PROSPERITA LLC	28,500	29.36
029 A001P20	10:CONDOMINIUMS	150	MIDDLE ST	AHP CAMDEN LLC	28,500	29.36
029 A001P21	10:CONDOMINIUMS	150	MIDDLE ST	DUNKERLY ALLAN S &	28,500	29.36
029 A001P22	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	29.36
029 A001P23	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	29.36
029 A001P24	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	29.36
029 A001P25	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	29.36
029 A001P26	10:CONDOMINIUMS	150	MIDDLE ST	MIRS PROPERTIES LLC	28,500	29.36
029 A001P27	10:CONDOMINIUMS	150	MIDDLE ST	HARDING WILLIAM TRUSTEE	28,500	29.36
029 A001P28	10:CONDOMINIUMS	150	MIDDLE ST	SHIPYARD INC	28,500	29.36
029 A001P29	10:CONDOMINIUMS	150	MIDDLE ST	SHIPYARD INC	28,500	29.36
029 A003001	22:OFFICE BUSINESS	5	MILK ST	OLYMPIA MILK STREET LLC	6,154,100	6,338.72
029 B001001	21:RETAIL SERVICES	37	SILVER ST	WITT-T LLC	1,070,900	1,103.03
029 B002001	22:OFFICE BUSINESS	4	MILK ST	4 MILK MHR LLC	3,730,500	3,842.42
029 B003001	25:PARKING LOTS	25	SILVER ST	PORTLAND REGENCY INC	992,800	1,022.58
029 B004001	10:CONDOMINIUMS	341	FORE ST	JACKSON MICHAEL	440,100	453.30
029 B004002	10:CONDOMINIUMS	341	FORE ST	O'CONNOR DENNIS R III &	401,700	413.75
029 B004003	10:CONDOMINIUMS	341	FORE ST	FORE STREET COMMONS LLC	457,200	470.92
029 B004004	10:CONDOMINIUMS	341	FORE ST	CHILDS DONNA W	458,200	471.95
029 B004005	10:CONDOMINIUMS	341	FORE ST	PENDERS JOHN F IV	405,300	417.46
029 B004006	10:CONDOMINIUMS	341	FORE ST	STEPHENSON CHRISTOPHER J	463,900	477.82
029 B004007	10:CONDOMINIUMS	341	FORE ST	ALAGIC SUAD	415,100	427.55
029 B004008	10:CONDOMINIUMS	341	FORE ST	DALTON JENNIFER L	408,400	420.65
029 B004009	10:CONDOMINIUMS	341	FORE ST	GOODRICH STEPHEN P	997,000	1,026.91
029 B004010	20:COMMERCIAL CONDOS	341	FORE ST	BRICK & COBBLESTONE LLC	521,500	537.15
029 B004011	20:COMMERCIAL CONDOS	341	FORE ST	MAMI PROPERTIES LLC	536,700	552.80
029 C001001	10:CONDOMINIUMS	340	FORE ST	ADB REALTY LLC	326,700	336.50
029 C001002	10:CONDOMINIUMS	340	FORE ST	HAYEK LEE-ANN COLLINS TRUSTEE	299,400	308.38
029 C001003	10:CONDOMINIUMS	340	FORE ST	207 INVESTS LLC	457,400	471.12
029 C001004	20:COMMERCIAL CONDOS	340	FORE ST	ABD REALTY LLC	322,800	332.48
029 C001005	20:COMMERCIAL CONDOS	340	FORE ST	ADB REALTY LLC	188,800	194.46
029 C002001	21:RETAIL SERVICES	336	FORE ST	DOCK FORE INC	505,100	520.25
029 C003001	21:RETAIL SERVICES	334	FORE ST	PORT CITY APARTMENTS	760,500	783.32
029 C005001	21:RETAIL SERVICES	330	FORE ST	J & R VENTURES LLC	940,200	968.41
029 C006001	20:COMMERCIAL CONDOS	3	GOLD ST	GOLD STREET PROPERTIES LLC	336,400	346.49

029 C006002	20:COMMERCIAL CONDOS	1	GOLD ST	ADNERB PROPERTIES LLC	332,800	342.78
029 C006003	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	327,700	337.53
029 C006004	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	339,000	349.17
029 C006005	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	204,100	210.22
029 C006006	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	230,700	237.62
029 C006007	20:COMMERCIAL CONDOS	320	FORE ST	FORE STREET INVESTMENTS LLC	729,100	750.97
029 D001001	21:RETAIL SERVICES	129	COMMERCIAL ST	RSB LIMITED LIABILITY COMPANY	1,605,200	1,653.36
029 D002001	22:OFFICE BUSINESS	121	COMMERCIAL ST	MAD COW LLC	668,800	688.86
029 D003001	22:OFFICE BUSINESS	111	COMMERCIAL ST	BLANCHARD BLOCK LLC	3,198,000	3,293.94
029 E001001	22:OFFICE BUSINESS	130	MIDDLE ST	ELC LIMITED LIABILITY COMPANY	6,822,100	7,026.76
029 E006001	22:OFFICE BUSINESS	100	MIDDLE ST	ALBANY ROAD-PORTLAND LLC	22,225,100	22,891.85
029 E007001	21:RETAIL SERVICES	291	FORE ST	291 FORE STREET LLC	2,035,800	2,096.87
029 E009001	27:MULTI-USE COMMERCIAL	25	PEARL ST	25 PEARL MHR LLC	32,184,000	33,149.52
029 E012001	25:PARKING LOTS	277	FORE ST	287 FORE STREET LLC	675,600	695.87
029 E016001	22:OFFICE BUSINESS	31	PEARL ST	130 LIMITED LIABILITY COMPANY	7,999,000	8,238.97
029 E019001	56:GOVERNMENTAL	0	FRANKLIN ST	CITY OF PORTLAND	-	-
029 E026001	22:OFFICE BUSINESS	100	MIDDLE ST	ALBANY ROAD-PORTLAND LLC	22,078,100	22,740.44
029 G001001	56:GOVERNMENTAL	99	COMMERCIAL ST	UNITED STATES	-	-
029 K001001	22:OFFICE BUSINESS	7	CUSTOM HOUSE ST	OLYMPIA EQUITY	10,120,200	10,423.81
029 K002001	21:RETAIL SERVICES	288	FORE ST	EAST BROWN COW LIMITED	2,441,100	2,514.33
029 K003001	23:HOTEL & MOTEL	65	COMMERCIAL ST	OLYMPIA EQUITY INVESTORS V LLC	41,313,200	42,552.60
029 K005001	22:OFFICE BUSINESS	280	FORE ST	BANGOR SAVINGS BANK	18,415,900	18,968.38
029 K006001	40:VACANT LAND	300	FORE ST	OLYMPIA EQUITY	1,294,200	1,333.03
029 K006002	55:LITERARY & SCIENTIFIC	300	FORE ST	COUNCIL INTERNATIONAL STUDY	-	-
029 K00601A	55:LITERARY & SCIENTIFIC	300	FORE ST	COUNCIL INTERNATIONAL STUDY	-	-
029 K00601B	55:LITERARY & SCIENTIFIC	300	FORE ST	CIEE INC	-	-
029 K0060B2	20:COMMERCIAL CONDOS	300	FORE ST	OLYMPIA EQUITY	98,000	100.94
029 K0060B3	20:COMMERCIAL CONDOS	300	FORE ST	OLYMPIA EQUITY	70,000	72.10
029 O001011	10:CONDOMINIUMS	99	SILVER ST	SANDLER AUSTIN NICHOLAS	370,000	381.10
029 O001012	10:CONDOMINIUMS	99	SILVER ST	TOZESKI DAVID P	374,200	385.43
029 O001013	10:CONDOMINIUMS	99	SILVER ST	HOLSTEIN ERIC B	372,000	383.16
029 O001021	10:CONDOMINIUMS	99	SILVER ST	THOMS DEBORAH L	366,500	377.50
029 O001023	10:CONDOMINIUMS	99	SILVER ST	ANYA ROSE LLC	425,900	438.68
029 O001024	10:CONDOMINIUMS	99	SILVER ST	IANNONE CEREN &	354,100	364.72
029 O001025	10:CONDOMINIUMS	99	SILVER ST	SAJDAK KEVIN W &	331,500	341.45
029 O001026	10:CONDOMINIUMS	99	SILVER ST	GOMES ERIN ELIZABETH	315,700	325.17
029 O001028	10:CONDOMINIUMS	99	SILVER ST	ORNE KATHERINE W	398,200	410.15
029 O001029	10:CONDOMINIUMS	99	SILVER ST	COUSINS DAVID A	366,000	376.98
029 O001031	10:CONDOMINIUMS	99	SILVER ST	AH CHU RAUL &	379,200	390.58
029 O001032	10:CONDOMINIUMS	99	SILVER ST	LOPEZ STEVEN A	384,300	395.83
029 O001033	10:CONDOMINIUMS	99	SILVER ST	FUEGAN STACY &	384,300	395.83
029 O001034	10:CONDOMINIUMS	99	SILVER ST	BERG HENRY T TRUSTEE	359,300	370.08
029 O001035	10:CONDOMINIUMS	99	SILVER ST	HIGGINS HELENA C &	384,300	395.83
029 O001036	10:CONDOMINIUMS	99	SILVER ST	LLOYD SAMUEL G &	362,800	373.68
029 O001037	10:CONDOMINIUMS	99	SILVER ST	LUTKOFF ISAAC E	340,200	350.41
029 O001038	10:CONDOMINIUMS	99	SILVER ST	ZURKAN WILLIAM K	341,400	351.64
029 O001039	10:CONDOMINIUMS	99	SILVER ST	SOREL-LEDUC SANDRA J &	347,900	358.34
029 O001041	10:CONDOMINIUMS	99	SILVER ST	HUBER SARAH	369,600	380.69
029 O001042	10:CONDOMINIUMS	99	SILVER ST	BASTIEN JOHN &	394,600	406.44

029	O001043	10:CONDOMINIUMS	99	SILVER ST	HIGGINS CHRISTOPHER S	420,700	433.32
029	O001044	10:CONDOMINIUMS	99	SILVER ST	LITTLEJOHN CLIFTON T	362,900	373.79
029	O001045	10:CONDOMINIUMS	99	SILVER ST	STANHOPE JORDAN	384,300	395.83
029	O001046	10:CONDOMINIUMS	99	SILVER ST	VAN PEURSEM CORINNE M	384,300	395.83
029	O001047	10:CONDOMINIUMS	99	SILVER ST	NIKAZMERAD ELIZABETH	264,400	272.33
029	O001048	10:CONDOMINIUMS	99	SILVER ST	LOBOZZO NICHOLAS PETER &	320,200	329.81
029	O001049	10:CONDOMINIUMS	99	SILVER ST	COOMBSTONE LLC	305,300	314.46
029	O001210	10:CONDOMINIUMS	99	SILVER ST	HEYMAN ANTHONY &	327,900	337.74
029	O001211	10:CONDOMINIUMS	99	SILVER ST	GINTER DAVID R &	316,600	326.10
029	O001212	10:CONDOMINIUMS	99	SILVER ST	SILVER VICTORIA J	301,200	310.24
029	O001213	10:CONDOMINIUMS	99	SILVER ST	PROSSER JAMES G	328,400	338.25
029	O001310	10:CONDOMINIUMS	99	SILVER ST	HEALY ROBERT E &	355,100	365.75
029	O001410	10:CONDOMINIUMS	99	SILVER ST	FILMER STEVEN S	391,700	403.45
029	O001501	10:CONDOMINIUMS	99	SILVER ST	THE NAUTILUS AT OCEAN PARK LLC	634,700	653.74
029	O001502	20:COMMERCIAL CONDOS	99	SILVER ST	154 ART VENTURES LLC	1,368,000	1,409.04
029	O001B01	10:CONDOMINIUMS	99	SILVER ST	CHANDLER BENJAMIN P	357,800	368.53
029	O001B02	10:CONDOMINIUMS	99	SILVER ST	JOHNSON BEN A	382,800	394.28
029	O002001	21:RETAIL SERVICES	164	MIDDLE ST	CF 164 LLC	4,198,200	4,324.15
029	O003001	25:PARKING LOTS	43	MARKET ST	PORTLAND REGENCY INC	481,200	495.64
029	O004001	40:VACANT LAND	11	MILK ST	PORTLAND REGENCY INC	285,400	293.96
029	R001001	23:HOTEL & MOTEL	20	MILK ST	PORTLAND REGENCY INC	25,791,900	26,565.66
029	S001001	20:COMMERCIAL CONDOS	145	COMMERCIAL ST	FLEMING PORTLAND LLC	4,398,200	4,530.15
029	S001002	20:COMMERCIAL CONDOS	145	COMMERCIAL ST	CF EVIE LLC	3,142,500	3,236.78
029	S001003	20:COMMERCIAL CONDOS	145	COMMERCIAL ST	CF EVIE LLC	2,818,200	2,902.75
029	S002001	56:GOVERNMENTAL	145	COMMERCIAL ST	CITY OF PORTLAND	-	-
030	A005001	21:RETAIL SERVICES	94	COMMERCIAL ST	BMC INC	2,724,700	2,806.44
030	A101001	21:RETAIL SERVICES	90	COMMERCIAL ST	CUSTOM HOUSE HOLDINGS LLC &	729,900	751.80
030	C001001	27:MULTI-USE COMMERCIAL	100	COMMERCIAL ST	SOLEY WHARF LLC	12,025,800	12,386.57
030	D001001	22:OFFICE BUSINESS	68	COMMERCIAL ST	MAINE WHARF LLC	7,494,900	7,719.75
030	D003001	22:OFFICE BUSINESS	70	COMMERCIAL ST	FLATBREAD WHARF LLC	2,863,600	2,949.51
030	D005001	21:RETAIL SERVICES	84	COMMERCIAL ST	84 COMMERCIAL STREET LLC	1,456,100	1,499.78
030	H001001	27:MULTI-USE COMMERCIAL	180	COMMERCIAL ST	LONG WHARF LLC	3,438,000	3,541.14
030	H004001	24:WHOLESALE	136	COMMERCIAL ST	CARROLL BLOCK LLC	4,358,700	4,489.46
030	H011001	40:VACANT LAND	9	PORTLAND PIER	CARROLL BLOCK LLC	33,800	34.81
030	X001001	56:GOVERNMENTAL	0	COMMERCIAL ST REAR	CITY OF PORTLAND	-	-
031	H001001	25:PARKING LOTS	158	COMMERCIAL ST	LONG WHARF LLC	2,449,200	2,522.68
031	H003001	25:PARKING LOTS	144	COMMERCIAL ST	DIMILLO STEVEN ETAL TRUSTEES	1,227,900	1,264.74
031	H004001	27:MULTI-USE COMMERCIAL	164	COMMERCIAL ST	LONG WHARF LLC	1,551,400	1,597.94
031	J030001	21:RETAIL SERVICES	184	COMMERCIAL ST	GEF LLC	2,371,600	2,442.75
031	L034001	31:MANUFACTURING	250	COMMERCIAL ST	CM WATERFRONT PROPERTIES LLC	3,054,900	3,146.55
032	C001001	23:HOTEL & MOTEL	390	CONGRESS ST	HTLV PORTLAND LLC	42,345,000	43,615.35
032	D001001	22:OFFICE BUSINESS	107	EXCHANGE ST	TOP OF EXCHANGE LLC	1,040,300	1,071.51
032	D002001	22:OFFICE BUSINESS	97	EXCHANGE ST	TOP OF EXCHANGE LLC	3,376,900	3,478.21
032	D003001	22:OFFICE BUSINESS	93	EXCHANGE ST	TOP OF EXCHANGE LLC	2,355,100	2,425.75
032	D004001	22:OFFICE BUSINESS	85	EXCHANGE ST	TOP OF EXCHANGE LLC	4,399,800	4,531.79
032	D005001	58:LAND BANKS	167	MIDDLE ST	CITY OF PORTLAND	-	-
032	E001001	22:OFFICE BUSINESS	57	EXCHANGE ST	FINIAL LLC	5,508,600	5,673.86
032	E002001	21:RETAIL SERVICES	53	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE	1,585,900	1,633.48
032	E004001	21:RETAIL SERVICES	49	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE	954,700	983.34

032 E005001	22:OFFICE BUSINESS	45	EXCHANGE ST	COW BELLA LLC	3,934,500	4,052.54
032 E008001	22:OFFICE BUSINESS	39	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE	1,676,700	1,727.00
032 E009001	21:RETAIL SERVICES	31	EXCHANGE ST	B & C LIMITED	2,321,700	2,391.35
032 E010001	21:RETAIL SERVICES	46	MARKET ST	MARKET MILK PARTNERS LLC	1,871,100	1,927.23
032 F001001	21:RETAIL SERVICES	42	MARKET ST	OCEAN BLOCK ASSOCIATES	1,227,200	1,264.02
032 F002001	24:WHOLESALE	36	MARKET ST	36 MARKET ST	1,072,700	1,104.88
032 F003001	21:RETAIL SERVICES	30	MARKET ST	30 MARKET ASSOCIATES LLC	1,016,700	1,047.20
032 F005001	22:OFFICE BUSINESS	363	FORE ST	ELEVEN EXCHANGE LLC	2,077,200	2,139.52
032 F007001	21:RETAIL SERVICES	375	FORE ST	ELEVEN EXCHANGE LLC	884,600	911.14
032 F008001	21:RETAIL SERVICES	375	FORE ST	ELEVEN EXCHANGE LLC	915,000	942.45
032 F009001	22:OFFICE BUSINESS	30	MILK ST	OCEAN BLOCK ASSOCIATES	1,977,000	2,036.31
032 F010001	21:RETAIL SERVICES	9	EXCHANGE ST	ELEVEN EXCHANGE LLC	3,150,300	3,244.81
032 F012001	21:RETAIL SERVICES	5	EXCHANGE ST	ELEVEN EXCHANGE LLC	1,391,100	1,432.83
032 F013001	22:OFFICE BUSINESS	379	FORE ST	ELEVEN EXCHANGE LLC	1,191,700	1,227.45
032 F014001	21:RETAIL SERVICES	1	EXCHANGE ST	ELEVEN EXCHANGE LLC	1,285,500	1,324.07
032 G001001	22:OFFICE BUSINESS	396	CONGRESS ST	PO SQUARE BUILDING LLC	18,574,800	19,132.04
032 G002001	27:MULTI-USE COMMERCIAL	201	FEDERAL ST	REDFERN DOWNTOWN LLC	49,496,200	50,981.09
032 H001001	22:OFFICE BUSINESS	110	EXCHANGE ST	ONETEN EXCHANGE LLC	2,038,500	2,099.66
032 H002001	21:RETAIL SERVICES	106	EXCHANGE ST	RICH BUILDING LLC	1,213,000	1,249.39
032 H003001	22:OFFICE BUSINESS	102	EXCHANGE ST	PALACCI JOSEPH	1,405,800	1,447.97
032 H004001	56:GOVERNMENTAL	15	TEMPLE ST	CITY OF PORTLAND	-	-
032 H005001	56:GOVERNMENTAL	1	TEMPLE ST	CITY OF PORTLAND	-	-
032 H005002	22:OFFICE BUSINESS	1	TEMPLE ST	11 TEMPLE MHR LLC	3,157,900	3,252.64
032 H006001	22:OFFICE BUSINESS	92	EXCHANGE ST	MAINESCAPE PROPERTIES LLC	1,394,200	1,436.03
032 H007001	27:MULTI-USE COMMERCIAL	88	EXCHANGE ST	RIVENDELL REAL ESTATE LLC	2,086,900	2,149.51
032 H008001	22:OFFICE BUSINESS	80	EXCHANGE ST	80 EXCHANGE LLC	3,597,000	3,704.91
032 H009001	58:LAND BANKS	70	EXCHANGE ST	CITY OF PORTLAND	-	-
032 H016001	20:COMMERCIAL CONDOS	183	MIDDLE ST	Q STREET REAL ESTATE	951,100	979.63
032 H016002	20:COMMERCIAL CONDOS	183	MIDDLE ST	Q STREET REAL ESTATE	989,800	1,019.49
032 H016003	20:COMMERCIAL CONDOS	183	MIDDLE ST	Q STREET REAL ESTATE THIRD	989,800	1,019.49
032 H01604A	20:COMMERCIAL CONDOS	183	MIDDLE ST	ITM REALTY II LLC	362,800	373.68
032 H01604B	20:COMMERCIAL CONDOS	183	MIDDLE ST	ITM REALTY II LLC	410,600	422.92
032 H022001	22:OFFICE BUSINESS	193	MIDDLE ST	SAVI REALTY LLC	5,209,100	5,365.37
032 I001001	22:OFFICE BUSINESS	178	MIDDLE ST	FRESNEL LLC	4,066,400	4,188.39
032 I002001	21:RETAIL SERVICES	52	EXCHANGE ST	OLD PORT ARMS LLC	3,510,500	3,615.82
032 I006001	20:COMMERCIAL CONDOS	50	EXCHANGE ST	SANTANA LLC	404,900	417.05
032 I006002	20:COMMERCIAL CONDOS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	390,300	402.01
032 I006003	10:CONDOMINIUMS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	438,800	451.96
032 I006004	10:CONDOMINIUMS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	404,000	416.12
032 I006005	10:CONDOMINIUMS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	569,100	586.17
032 I006006	10:CONDOMINIUMS	50	EXCHANGE ST	FIFTY EXCHANGE LLC	567,000	584.01
032 I007001	27:MULTI-USE COMMERCIAL	210	MIDDLE ST	COW PLAZA 1 LLC	711,500	732.85
032 I008001	21:RETAIL SERVICES	44	EXCHANGE ST	COW EXCHANGE LLC	2,793,700	2,877.51
032 I010001	21:RETAIL SERVICES	34	EXCHANGE ST	PALACCI SION &	1,259,200	1,296.98
032 I011001	21:RETAIL SERVICES	30	EXCHANGE ST	30 EXCHANGE STREET LLC	2,325,400	2,395.16
032 I012100	20:COMMERCIAL CONDOS	10	EXCHANGE ST	10 EXCHANGE PROPERTIES LLC	2,184,100	2,249.62
032 I012200	20:COMMERCIAL CONDOS	10	EXCHANGE ST	10 EXCHANGE PROPERTIES LLC	1,519,200	1,564.78
032 I012301	10:CONDOMINIUMS	10	EXCHANGE ST	FUEGEN STACY &	472,400	486.57
032 I012302	10:CONDOMINIUMS	10	EXCHANGE ST	CURRAN JENNIFER A	449,600	463.09

032 I012303	10:CONDOMINIUMS	10	EXCHANGE ST	CULPOVICH ANDREW J &	297,200	306.12
032 I012304	10:CONDOMINIUMS	10	EXCHANGE ST	RICH CURTIS P &	455,400	469.06
032 I012305	10:CONDOMINIUMS	10	EXCHANGE ST	DRISCOLL ROBERT E &	374,300	385.53
032 I012306	10:CONDOMINIUMS	10	EXCHANGE ST	EASTON THORA	449,100	462.57
032 I012307	10:CONDOMINIUMS	10	EXCHANGE ST	10 EXCHANGE ME LLC	392,400	404.17
032 I012308	10:CONDOMINIUMS	10	EXCHANGE ST	EVANS SHERI CHRISTIENNE	471,200	485.34
032 I012309	10:CONDOMINIUMS	10	EXCHANGE ST	SHEPHERD THOMAS A &	440,700	453.92
032 I012310	10:CONDOMINIUMS	10	EXCHANGE ST	ECHM REALTY LLC	483,500	498.01
032 I012311	10:CONDOMINIUMS	10	EXCHANGE ST	ECTEAU JANIS	302,500	311.58
032 I012312	10:CONDOMINIUMS	10	EXCHANGE ST	EESI LLC	505,400	520.56
032 I012313	10:CONDOMINIUMS	10	EXCHANGE ST	HANSON CARL F	406,400	418.59
032 I012314	10:CONDOMINIUMS	10	EXCHANGE ST	GORDON ABIGAIL	421,600	434.25
032 I012401	10:CONDOMINIUMS	10	EXCHANGE ST	MOON HILL PROPERTY MANAGEMENT LLC	465,300	479.26
032 I012402	10:CONDOMINIUMS	10	EXCHANGE ST	ARDAIOLO MICHAEL PALMA &	494,100	508.92
032 I012404	10:CONDOMINIUMS	10	EXCHANGE ST	BURNS THOMAS	536,000	552.08
032 I012405	10:CONDOMINIUMS	10	EXCHANGE ST	DOYLE KEVIN F &	366,700	377.70
032 I012406	10:CONDOMINIUMS	10	EXCHANGE ST	JULASA INVESTMENTS LLC	560,500	577.32
032 I012407	10:CONDOMINIUMS	10	EXCHANGE ST	GRINDLE BARRY JONATHAN	485,200	499.76
032 I012408	10:CONDOMINIUMS	10	EXCHANGE ST	WALTERS BRETT D &	443,200	456.50
032 I012409	10:CONDOMINIUMS	10	EXCHANGE ST	SAHA DEBASMITA &	516,800	532.30
032 I012410	10:CONDOMINIUMS	10	EXCHANGE ST	THOMAS ALISA G &	536,600	552.70
032 I012411	10:CONDOMINIUMS	10	EXCHANGE ST	SPANNAUS MICHAELA LILY	497,500	512.43
032 I012412	10:CONDOMINIUMS	10	EXCHANGE ST	URBANEK NICHOLAS P	381,300	392.74
032 I012413	10:CONDOMINIUMS	10	EXCHANGE ST	WHEELWRIGHT HENRY J TRUSTEE	465,900	479.88
032 I012414	10:CONDOMINIUMS	10	EXCHANGE ST	DEPALMA CHRISTOPHER R &	401,800	413.85
032 I018001	21:RETAIL SERVICES	395	FORE ST	395 FORE STREET LLC	1,467,200	1,511.22
032 I021001	21:RETAIL SERVICES	188	MIDDLE ST	COW PLAZA 4 LLC	7,290,600	7,509.32
032 I022001	21:RETAIL SERVICES	184	MIDDLE ST	ABATSOBE LLC	1,085,700	1,118.27
032 I023001	22:OFFICE BUSINESS	190	MIDDLE ST	COW PLAZA 3 LLC	12,686,200	13,066.79
032 I033001	22:OFFICE BUSINESS	220	MIDDLE ST	COW PLAZA 2 LLC	7,848,100	8,083.54
032 I036001	22:OFFICE BUSINESS	200	MIDDLE ST	COW PLAZA 1 LLC	25,999,900	26,779.90
032 I039001	33:TRANSPORTATION	40	UNION ST	CENTRAL MAINE POWER CO	1,915,800	1,973.27
032 I040001	25:PARKING LOTS	45	UNION ST	KOWTOWER LLC	715,800	737.27
032 I041001	27:MULTI-USE COMMERCIAL	425	FORE ST	COW PLAZA GARAGE LLC	15,925,600	16,403.37
032 I042001	23:HOTEL & MOTEL	433	FORE ST	COW PLAZA HOTEL LLC	39,385,300	40,566.86
032 I043001	40:VACANT LAND	45	UNION ST	COW PLAZA 1 LLC	141,300	145.54
032 J001001	21:RETAIL SERVICES	386	FORE ST	386 FORE STREET LLC	1,736,700	1,788.80
032 J002001	21:RETAIL SERVICES	392	FORE ST	BEER GUYS LLC	1,755,500	1,808.17
032 J004001	20:COMMERCIAL CONDOS	396	FORE ST	BEER GUYS LLC	412,800	425.18
032 J004002	20:COMMERCIAL CONDOS	396	FORE ST	BEER GUYS LLC	238,200	245.35
032 J004003	10:CONDOMINIUMS	396	FORE ST	BEER GUYS LLC	534,500	550.54
032 J00400B	20:COMMERCIAL CONDOS	396	FORE ST	BEER GUYS LLC	252,900	260.49
032 J005001	20:COMMERCIAL CONDOS	398	FORE ST	FORE STREET PARTNERSHIP	1,092,200	1,124.97
032 J005002	20:COMMERCIAL CONDOS	398	FORE ST	FORE STREET PROPERTIES	873,800	900.01
032 J005003	20:COMMERCIAL CONDOS	398	FORE ST	INGALLS ROGER E	413,400	425.80
032 J005004	20:COMMERCIAL CONDOS	398	FORE ST	INGALLS ROGER E	413,400	425.80
032 K001001	22:OFFICE BUSINESS	2	MONUMENT SQ	800 NORTHERN CORP	23,077,500	23,769.83
032 K012001	22:OFFICE BUSINESS	1	MONUMENT SQ	FINARD MURRAY W TR	22,764,900	23,447.85
032 L001001	56:GOVERNMENTAL	234	FEDERAL ST W	CITY OF PORTLAND	-	-

032 L002001	22:OFFICE BUSINESS	1	CITY CTR	ONE CITY CENTER ASSOCIATES LLC	46,783,300	48,186.80
032 N009001	21:RETAIL SERVICES	414	FORE ST	GOULD COMPANY LLC	1,116,500	1,150.00
032 N010001	21:RETAIL SERVICES	416	FORE ST	416 FORE STREET HOLDINGS LLC	1,803,000	1,857.09
032 N011001	21:RETAIL SERVICES	422	FORE ST	HARDING RICHARD B ETAL	893,900	920.72
032 N012001	21:RETAIL SERVICES	424	FORE ST	SOLETSKY LIMITED LIABILITY CO	1,490,700	1,535.42
032 P001001	22:OFFICE BUSINESS	2	CITY CTR	TWO CITY CENTER LLC	5,115,700	5,269.17
032 P003001	21:RETAIL SERVICES	4	CITY CTR	WIRELESS PARTNERS II LLC ETAL	2,946,100	3,034.48
032 P004001	20:COMMERCIAL CONDOS	6	CITY CTR	SIX CITY CENTER LLC	3,819,400	3,933.98
032 P004002	20:COMMERCIAL CONDOS	6	CITY CTR	H & A PROPERTY GROUP LLC	820,100	844.70
032 P005001	56:GOVERNMENTAL	0	SPRING ST ARTERIAL	CITY OF PORTLAND	-	-
032 P017001	22:OFFICE BUSINESS	10	CITY CTR	MINA BUILDING LLC	1,508,100	1,553.34
032 R001001	21:RETAIL SERVICES	428	FORE ST	428 FORE STREET LLC	1,488,700	1,533.36
032 R003001	21:RETAIL SERVICES	432	FORE ST	TERRAPIN PROPERTIES LLC	1,879,000	1,935.37
032 R007001	21:RETAIL SERVICES	436	FORE ST	FORE STREET PARTNERS LLC	686,600	707.20
032 R008001	21:RETAIL SERVICES	446	FORE ST	ORANGE CRUSH LLC	2,479,500	2,553.89
032 R009001	21:RETAIL SERVICES	436	FORE ST	FORE STREET PARTNERS LLC	2,085,800	2,148.37
032 S001001	21:RETAIL SERVICES	366	FORE ST	CF MARINERS LLC	4,379,500	4,510.89
032 S003001	21:RETAIL SERVICES	7	MOULTON ST	7-9 MOULTON LLC	763,400	786.30
032 S004001	21:RETAIL SERVICES	161	COMMERCIAL ST	161 COMMERCIAL STREET LLC	4,079,900	4,202.30
032 S005001	22:OFFICE BUSINESS	5	MOULTON ST	MOULTON STREET REALTY LLC	4,052,700	4,174.28
032 T004001	21:RETAIL SERVICES	4	MOULTON ST	ADRIENNE-JANE INCORPORATED	5,797,500	5,971.43
032 U003001	25:PARKING LOTS	185	COMMERCIAL ST	185 COMMERCIAL STREET LLC	310,000	319.30
032 U004001	22:OFFICE BUSINESS	1	DANA ST	ONE DANA LLC	2,072,500	2,134.68
032 U005001	21:RETAIL SERVICES	7	DANA ST	TRANSMINE	1,195,200	1,231.06
032 V001001	21:RETAIL SERVICES	10	DANA ST	IVY HOLDINGS LLC	2,402,500	2,474.58
032 V002001	21:RETAIL SERVICES	205	COMMERCIAL ST	LANDFALL LLC	1,230,700	1,267.62
032 V004001	22:OFFICE BUSINESS	211	COMMERCIAL ST	GRANITE FACE LLC	3,783,400	3,896.90
032 V005001	22:OFFICE BUSINESS	217	COMMERCIAL ST	CHASE BLOCK LLC	6,230,500	6,417.42
032 V008001	24:WHOLESALE	225	COMMERCIAL ST	CARR BLOCK LLC	3,771,000	3,884.13
032 V012001	22:OFFICE BUSINESS	1	UNION ST	FURBISH BLOCK LLC	3,674,600	3,784.84
032 V014001	21:RETAIL SERVICES	50	WHARF ST	DEERING AVE ASSOCIATES INC &	1,706,700	1,757.90
032 V015001	24:WHOLESALE	42	WHARF ST	DEERING AVE ASSOCIATES INC &	1,317,800	1,357.33
032 V016001	21:RETAIL SERVICES	34	WHARF ST	IVY HOLDINGS LLC	739,400	761.58
037 A001001	33:TRANSPORTATION	55	FOREST AVE	NORTHERN NEW ENGLAND	20,576,500	21,193.80
037 A002001	17:21 PLUS FAMILY	45	FOREST AVE	REDFERN 45 LLC	14,143,900	14,568.22
037 A009001	17:21 PLUS FAMILY	104	OAK ST	PARK STREET PROPERTY LLC	2,547,000	2,623.41
037 A011001	22:OFFICE BUSINESS	92	OAK ST	84 OAK STREET LLC	615,800	634.27
037 A012001	22:OFFICE BUSINESS	39	FOREST AVE	39 LLC	4,494,500	4,629.34
037 A022001	21:RETAIL SERVICES	25	FOREST AVE	PORTLAND STAGE COMPANY	1,606,300	1,654.49
037 A023001	25:PARKING LOTS	84	OAK ST	84 OAK STREET LLC	645,700	665.07
037 A033001	25:PARKING LOTS	11	FOREST AVE	PACHIOS BROTHERS I LLC &	1,031,700	1,062.65
037 A035001	17:21 PLUS FAMILY	72	OAK ST	AVESTA OAK STREET LP	2,867,800	2,953.83
037 A038001	21:RETAIL SERVICES	565	CONGRESS ST	PACHIOS BROTHERS I LLC &	3,234,100	3,331.12
037 A042001	27:MULTI-USE COMMERCIAL	559	CONGRESS ST	HER LLC	705,600	726.77
037 A043001	21:RETAIL SERVICES	555	CONGRESS ST	CORRYMORE ZELLERTON LLC	655,000	674.65
037 A044001	21:RETAIL SERVICES	553	CONGRESS ST	ROCCO HOLDINGS LLC	1,504,600	1,549.74
037 A045001	21:RETAIL SERVICES	575	CONGRESS ST	571 ENTERPRISES LLC	862,100	887.96
037 A046001	22:OFFICE BUSINESS	7	FOREST AVE	LOA PROPERTY LLC	678,600	698.96
037 B001001	22:OFFICE BUSINESS	380	CUMBERLAND AVE	SWEETWATER PARTNERS LLC	4,135,400	4,259.46

037 B013001	25:PARKING LOTS	95	OAK ST	NORTHERN NEW ENGLAND	378,900	390.27
037 B014001	55:LITERARY & SCIENTIFIC	15	SHEPLEY ST	MAINE COLLEGE OF ART	-	-
037 B015001	17:21 PLUS FAMILY	11	SHEPLEY ST	11 SHEPLEY STREET	5,963,800	6,142.71
037 C001001	25:PARKING LOTS	0	SHEPLEY ST	CITY OAK LLC	635,300	654.36
037 C004001	25:PARKING LOTS	0	SHEPLEY ST	CITY OAK LLC	474,500	488.74
037 C006001	17:21 PLUS FAMILY	18	CASCO ST	SHEPLEY LLC	6,098,000	6,280.94
037 C008001	25:PARKING LOTS	83	OAK ST	HEGA REALTY LLC	791,900	815.66
037 C010001	22:OFFICE BUSINESS	16	CASCO ST	SHEEPDOG LLC	1,251,000	1,288.53
037 C014100	20:COMMERCIAL CONDOS	531	CONGRESS ST	HEGA REALTY LLC	4,199,400	4,325.38
037 C014200	20:COMMERCIAL CONDOS	531	CONGRESS ST	HEGA REALTY LLC	4,137,600	4,261.73
037 C014300	20:COMMERCIAL CONDOS	531	CONGRESS ST	HEGA REALTY LLC	2,473,800	2,548.01
037 C014400	20:COMMERCIAL CONDOS	531	CONGRESS ST	HEGA REALTY LLC	2,363,600	2,434.51
037 C014501	10:CONDOMINIUMS	531	CONGRESS ST	WILLIAMS DEBORAH J &	896,800	923.70
037 C014502	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	764,900	787.85
037 C014503	10:CONDOMINIUMS	531	CONGRESS ST	SHOREY LINDA J &	1,005,100	1,035.25
037 C014504	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	1,376,500	1,417.80
037 C014505	10:CONDOMINIUMS	531	CONGRESS ST	WALBRIDGE HOYT &	1,323,900	1,363.62
037 C014506	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	963,800	992.71
037 C014507	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	858,400	884.15
037 C014508	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	1,113,700	1,147.11
037 C014509	10:CONDOMINIUMS	531	CONGRESS ST	HEGA REALTY LLC	718,600	740.16
037 C014510	10:CONDOMINIUMS	531	CONGRESS ST	PIETSCH BRENDAN	915,100	942.55
037 C016001	21:RETAIL SERVICES	551	CONGRESS ST	BENTLEY BUILDING LLC	1,875,100	1,931.35
037 C017006	10:CONDOMINIUMS	547	CONGRESS ST	PALMER ANDREW H TRUSTEE	2,184,700	2,250.24
037 C01701A	20:COMMERCIAL CONDOS	547	CONGRESS ST	DICE AND DRAFTS LLC	647,500	666.93
037 C01701B	20:COMMERCIAL CONDOS	547	CONGRESS ST	R & J 545 PARTNERS LLC	481,100	495.53
037 C01701C	20:COMMERCIAL CONDOS	547	CONGRESS ST	R & J 545 PARTNERS LLC	412,500	424.88
037 C01702A	10:CONDOMINIUMS	547	CONGRESS ST	HENAULT DOUGLAS S &	448,400	461.85
037 C01702B	10:CONDOMINIUMS	547	CONGRESS ST	SCULLY JOHN M	374,900	386.15
037 C01702C	10:CONDOMINIUMS	547	CONGRESS ST	FRIEL LESLIE R	422,600	435.28
037 C01702D	10:CONDOMINIUMS	547	CONGRESS ST	WHEELER-BERTA FRANCES H TRUSTEE	475,100	489.35
037 C01702E	10:CONDOMINIUMS	547	CONGRESS ST	JOHNSON GAIL	468,500	482.56
037 C01703A	10:CONDOMINIUMS	547	CONGRESS ST	YANG DAVID I	531,900	547.86
037 C01703B	10:CONDOMINIUMS	547	CONGRESS ST	BEISEL NICOLA K TRUSTEE	548,900	565.37
037 C01703C	10:CONDOMINIUMS	547	CONGRESS ST	CHOTKOWSKI SARAH	622,400	641.07
037 C01704A	10:CONDOMINIUMS	547	CONGRESS ST	BARRETT MARY E &	542,100	558.36
037 C01704B	10:CONDOMINIUMS	547	CONGRESS ST	GRANO ROBERT C TRUSTEE	478,400	492.75
037 C01704C	10:CONDOMINIUMS	547	CONGRESS ST	TYSON BRUCE &	669,500	689.59
037 C01705A	10:CONDOMINIUMS	547	CONGRESS ST	HENRY MICHAEL T &	955,100	983.75
037 C01705B	10:CONDOMINIUMS	547	CONGRESS ST	AUKEMAN ANASTASIA	526,200	541.99
037 D001001	21:RETAIL SERVICES	45	CASCO ST	FORTY FIVE CASCO STREET LLC	2,124,300	2,188.03
037 D002001	22:OFFICE BUSINESS	511	CONGRESS ST	OCEAN GATE LLC	14,692,100	15,132.86
037 D003001	27:MULTI-USE COMMERCIAL	360	CUMBERLAND AVE	STARK INDUSTRIES LLC	1,236,800	1,273.90
037 D004001	27:MULTI-USE COMMERCIAL	48	BROWN ST	OCEAN GATE LLC	9,800,000	10,094.00
037 D005001	25:PARKING LOTS	25	CASCO ST	EQUALITY COMMUNITY LP	599,800	617.79
037 D007001	17:21 PLUS FAMILY	37	CASCO ST	AMBASSADOR LLC	9,005,000	9,275.15
037 D023001	54:BENEVOLENT & CHARITABLE	15	CASCO ST	EQUALITY COMMUNITY CENTER	-	-
037 D024001	21:RETAIL SERVICES	519	CONGRESS ST	MAINE CHARITABLE MECHANIC	1,385,500	1,427.07
037 E001001	58:LAND BANKS	595	CONGRESS ST	CITY OF PORTLAND	-	-

037 E002001	20:COMMERCIAL CONDOS	585	CONGRESS ST	HAMMOND HEIRS LLC	321,700	331.35
037 E002002	20:COMMERCIAL CONDOS	585	CONGRESS ST	HAMMOND HEIRS LLC	331,900	341.86
037 E002003	20:COMMERCIAL CONDOS	585	CONGRESS ST	PAUL'S BOUTIQUE LLC	1,321,100	1,360.73
037 E002004	20:COMMERCIAL CONDOS	585	CONGRESS ST	VERDANT REALTY I LLC &	2,607,600	2,685.83
037 E003001	27:MULTI-USE COMMERCIAL	10	CONGRESS SQ	PLAZA ASSOCIATES AT CONGRESS	20,070,300	20,672.41
037 E004001	40:VACANT LAND	28	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	452,000	465.56
037 E005001	40:VACANT LAND	32	FOREST AVE	RB PORTLAND LLC	456,900	470.61
037 E005002	25:PARKING LOTS	32	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	685,500	706.07
037 E006001	20:COMMERCIAL CONDOS	173	HIGH ST	420 CUMBERLAND AVE LLC	1,543,900	1,590.22
037 E006002	20:COMMERCIAL CONDOS	173	HIGH ST	420 CUMBERLAND AVE LLC	576,600	593.90
037 E006003	20:COMMERCIAL CONDOS	173	HIGH ST	420 CUMBERLAND AVE LLC	1,369,500	1,410.59
037 E006004	20:COMMERCIAL CONDOS	173	HIGH ST	BOYER DONALD E	965,300	994.26
037 E006005	20:COMMERCIAL CONDOS	173	HIGH ST	CAPITAL AREA PROPERTIES LLC	364,800	375.74
037 E006006	20:COMMERCIAL CONDOS	173	HIGH ST	185 HIGH STREET LLC	378,700	390.06
037 E006007	20:COMMERCIAL CONDOS	173	HIGH ST	177 HIGH LLC	555,200	571.86
037 E006008	20:COMMERCIAL CONDOS	173	HIGH ST	6 EAST OXFORD ST LLC	394,300	406.13
037 E006009	20:COMMERCIAL CONDOS	173	HIGH ST	181 HIGH STREET LLC	18,500,000	19,055.00
037 E006010	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006011	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006012	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006013	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006014	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006015	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006016	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006017	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006018	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006019	10:CONDOMINIUMS	173	HIGH ST	CML LLC	28,500	29.36
037 E006020	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006021	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006022	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006023	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006024	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006025	10:CONDOMINIUMS	173	HIGH ST	CAPITAL AREA PROPERTIES LLC	28,500	29.36
037 E006026	10:CONDOMINIUMS	173	HIGH ST	CAPITAL AREA PROPERTIES LLC	28,500	29.36
037 E006027	10:CONDOMINIUMS	173	HIGH ST	BOYER DONALD E	28,500	29.36
037 E006028	10:CONDOMINIUMS	173	HIGH ST	BOYER DONALD E	28,500	29.36
037 E006029	10:CONDOMINIUMS	173	HIGH ST	BOYER DONALD E	28,500	29.36
037 E006030	10:CONDOMINIUMS	173	HIGH ST	BOYER DONALD E	28,500	29.36
037 E006031	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006032	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006033	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006034	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006035	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006036	10:CONDOMINIUMS	173	HIGH ST	BOYER DONALD E	28,500	29.36
037 E006037	10:CONDOMINIUMS	173	HIGH ST	BOYER DONALD E	28,500	29.36
037 E006038	10:CONDOMINIUMS	173	HIGH ST	420 CUMBERLAND AVE LLC	28,500	29.36
037 E006039	10:CONDOMINIUMS	173	HIGH ST	177 HIGH LLC	28,500	29.36
037 E006040	10:CONDOMINIUMS	173	HIGH ST	177 HIGH LLC	28,500	29.36
037 E006041	10:CONDOMINIUMS	173	HIGH ST	BOYER DONALD E	28,500	29.36

037 E006042	10:CONDOMINIUMS	173	HIGH ST	BOYER DONALD E	28,500	29.36
037 E007001	23:HOTEL & MOTEL	157	HIGH ST	RB PORTLAND LLC	55,232,200	56,889.17
037 F002001	27:MULTI-USE COMMERCIAL	45	BROWN ST	BROWN TOWER LLC	1,805,600	1,859.77
037 F005001	27:MULTI-USE COMMERCIAL	28	PREBLE ST	EARL APARTMENTS LLC	7,783,000	8,016.49
037 F007001	22:OFFICE BUSINESS	24	PREBLE ST	PREBLE STREET ACQUISITIONS LLC	2,222,000	2,288.66
037 F009001	32:WAREHOUSE & STORAGE	338	CUMBERLAND AVE	CADC PORTLAND 340 LLC	7,035,900	7,246.98
037 F012001	55:LITERARY & SCIENTIFIC	41	BROWN ST	MHS INC	-	-
037 F014001	54:BENEVOLENT & CHARITABLE	483	CONGRESS ST	MAINE HISTORICAL SOCIETY	-	-
037 F017001	55:LITERARY & SCIENTIFIC	489	CONGRESS ST	MHS INC	-	-
037 F020001	54:BENEVOLENT & CHARITABLE	38	PREBLE ST	PREBLE STREET	-	-
037 F022001	27:MULTI-USE COMMERCIAL	477	CONGRESS ST	TT MAINE VENTURE LLC	5,148,100	5,302.54
037 G001001	21:RETAIL SERVICES	594	CONGRESS ST	HIGH POINT REALTY LLC	1,468,300	1,512.35
037 G004001	21:RETAIL SERVICES	582	CONGRESS ST	582-584 CONGRESS STREET LLC	1,404,700	1,446.84
037 G005001	21:RETAIL SERVICES	580	CONGRESS ST	BBB INC	1,517,700	1,563.23
037 G006001	27:MULTI-USE COMMERCIAL	578	CONGRESS ST	578 CONGRESS LLC	465,900	479.88
037 G007001	27:MULTI-USE COMMERCIAL	576	CONGRESS ST	576 CONGRESS LLC	682,000	702.46
037 G008001	27:MULTI-USE COMMERCIAL	574	CONGRESS ST	576 CONGRESS LLC	751,200	773.74
037 G009001	22:OFFICE BUSINESS	570	CONGRESS ST	PRIDE RALPH H TRUSTEE	883,800	910.31
037 G010001	27:MULTI-USE COMMERCIAL	133	FREE ST	HUBBARD'S APTS INC	1,780,800	1,834.22
037 G012001	21:RETAIL SERVICES	584	CONGRESS ST	582-584 CONGRESS STREET LLC	763,600	786.51
037 G014001	22:OFFICE BUSINESS	562	CONGRESS ST	TERBAX REALTY INC	7,072,700	7,284.88
037 H001001	27:MULTI-USE COMMERCIAL	550	CONGRESS ST	550 CONGRESS STREET LLC	1,351,900	1,392.46
037 H002001	55:LITERARY & SCIENTIFIC	540	CONGRESS ST	MAINE COLLEGE OF ART	-	-
037 H002002	20:COMMERCIAL CONDOS	540	CONGRESS ST	540 CONGRESS STREET LLC	2,756,400	2,839.09
037 H002003	10:CONDOMINIUMS	540	CONGRESS ST	540 CONGRESS STREET LLC	366,200	377.19
037 H002004	10:CONDOMINIUMS	540	CONGRESS ST	540 CONGRESS STREET LLC	373,300	384.50
037 H002005	10:CONDOMINIUMS	540	CONGRESS ST	540 CONGRESS STREET LLC	366,200	377.19
037 H002006	10:CONDOMINIUMS	540	CONGRESS ST	540 CONGRESS STREET LLC	409,700	421.99
037 H005001	54:BENEVOLENT & CHARITABLE	536	CONGRESS ST	SPACE GALLERY	-	-
037 H005003	20:COMMERCIAL CONDOS	536	CONGRESS ST	SPACE GALLERY	1,199,000	1,234.97
037 H006001	55:LITERARY & SCIENTIFIC	522	CONGRESS ST	MAINE COLLEGE OF ART	-	-
037 H009001	21:RETAIL SERVICES	516	CONGRESS ST	PACHIOS BROTHERS II LLC	1,707,800	1,759.03
037 H010001	21:RETAIL SERVICES	510	CONGRESS ST	CENTER CITY PLAZA ASSOC	4,965,600	5,114.57
037 H011001	20:COMMERCIAL CONDOS	500	CONGRESS ST	MATERIAL OBJECTS	458,800	472.56
037 H011002	20:COMMERCIAL CONDOS	500	CONGRESS ST	500 CONGRESS TOP FLOOR LLC	399,700	411.69
037 H013001	21:RETAIL SERVICES	504	CONGRESS ST	KAPLAN 504 LLC	1,764,900	1,817.85
037 H014001	20:COMMERCIAL CONDOS	51	OAK ST	MAINE COLLEGE OF ART	347,700	358.13
037 H014002	55:LITERARY & SCIENTIFIC	51	OAK ST	MAINE COLLEGE OF ART	-	-
037 H014003	20:COMMERCIAL CONDOS	51	OAK ST	MAINE COLLEGE OF ART	348,800	359.26
037 H014004	55:LITERARY & SCIENTIFIC	51	OAK ST	MAINE COLLEGE OF ART	-	-
037 H014005	20:COMMERCIAL CONDOS	51	OAK ST	MAINE COLLEGE OF ART	255,400	263.06
037 H025001	21:RETAIL SERVICES	57	OAK ST	NEKOIE BAHMAN &	404,400	416.53
037 I001001	21:RETAIL SERVICES	498	CONGRESS ST	498 CONGRESS LLC	2,109,300	2,172.58
037 I002101	20:COMMERCIAL CONDOS	490	CONGRESS ST	DJ HOLDINGS LLC	473,900	488.12
037 I002102	20:COMMERCIAL CONDOS	492	CONGRESS ST	DJ HOLDINGS LLC	530,600	546.52
037 I002103	20:COMMERCIAL CONDOS	15	BROWN ST	THE DOROTHEA &	292,000	300.76
037 I002104	10:CONDOMINIUMS	15	BROWN ST	O'SULLIVAN MICHAEL &	740,500	762.72
037 I002105	10:CONDOMINIUMS	15	BROWN ST	ADLER JANICE B	705,500	726.67
037 I002201	10:CONDOMINIUMS	15	BROWN ST	PYE JOHN F &	505,200	520.36

037 I002202	10:CONDOMINIUMS	15	BROWN ST	SAUCEDO CHRISTIAN MANUEL	570,200	587.31
037 I002203	10:CONDOMINIUMS	15	BROWN ST	CARUSO PHILIP &	665,300	685.26
037 I002204	10:CONDOMINIUMS	15	BROWN ST	MARCUS PETER H TRUSTEE	557,000	573.71
037 I002205	10:CONDOMINIUMS	15	BROWN ST	207 INVESTS I LLC	544,000	560.32
037 I002206	10:CONDOMINIUMS	15	BROWN ST	MONTMINY SHANE ALBERT	428,500	441.36
037 I002207	10:CONDOMINIUMS	15	BROWN ST	SOULE GEORGE &	412,300	424.67
037 I002208	10:CONDOMINIUMS	15	BROWN ST	DOCTOROFF MARK G	607,300	625.52
037 I002301	10:CONDOMINIUMS	15	BROWN ST	BERZON TODD S	558,400	575.15
037 I002302	10:CONDOMINIUMS	15	BROWN ST	ANDREOLI HELEN L	539,300	555.48
037 I002303	10:CONDOMINIUMS	15	BROWN ST	BAUMAN PATRICIA J TRUSTEE	636,000	655.08
037 I002304	10:CONDOMINIUMS	15	BROWN ST	RAEDLE DANIEL &	564,200	581.13
037 I002305	10:CONDOMINIUMS	15	BROWN ST	COFFIN KATHLEEN M	451,700	465.25
037 I002306	10:CONDOMINIUMS	15	BROWN ST	HUNT RYAN ETAL	517,700	533.23
037 I002307	10:CONDOMINIUMS	15	BROWN ST	DOCTOROFF MARK G	563,100	579.99
037 I002401	10:CONDOMINIUMS	15	BROWN ST	ANDONE PROPERTIES LLC	718,300	739.85
037 I002402	10:CONDOMINIUMS	15	BROWN ST	JONES RUSSELL J	723,300	745.00
037 I002403	10:CONDOMINIUMS	15	BROWN ST	QUADRI SYED M &	775,500	798.77
037 I002404	10:CONDOMINIUMS	15	BROWN ST	RICCI MICHAEL &	717,700	739.23
037 I002405	10:CONDOMINIUMS	15	BROWN ST	MARCUS PETER H TRUSTEE &	785,400	808.96
037 I002406	10:CONDOMINIUMS	15	BROWN ST	SANTORO DAVID M	685,600	706.17
037 I003001	21:RETAIL SERVICES	482	CONGRESS ST	CENTER CONGRESS LLC	3,959,800	4,078.59
037 I004001	22:OFFICE BUSINESS	480	CONGRESS ST	ASHBY TEAM LLC	2,493,600	2,568.41
037 I005001	27:MULTI-USE COMMERCIAL	486	CONGRESS ST	BARTHE DONNA	629,500	648.39
037 I00701A	20:COMMERCIAL CONDOS	11	BROWN ST	PHELPS CRAIG REAL	894,600	921.44
037 I00702A	10:CONDOMINIUMS	9	BROWN ST	WADDELL CHRISTOPHER &	544,100	560.42
037 I00702B	10:CONDOMINIUMS	9	BROWN ST	BUKER MAILE E	714,000	735.42
037 I00703A	10:CONDOMINIUMS	9	BROWN ST	BEAR POINT REAL ESTATE HOLDINGS LLC	940,500	968.72
037 I00704A	10:CONDOMINIUMS	9	BROWN ST	THORNDIKE WILLIAM N JR &	962,900	991.79
037 I009001	25:PARKING LOTS	59	FREE ST	JBG & H ASSOCIATES	915,200	942.66
037 I012001	25:PARKING LOTS	104	CENTER ST	CENTER CONGRESS LLC	583,400	600.90
038 A001001	20:COMMERCIAL CONDOS	10	FREE ST	JBG&H ASSOCIATES	4,695,600	4,836.47
038 A001002	20:COMMERCIAL CONDOS	10	FREE ST	BROWN J B & SONS	2,813,920	2,898.34
038 A005001	22:OFFICE BUSINESS	22	FREE ST	BROWN J B & SONS	5,466,200	5,630.19
038 B001001	20:COMMERCIAL CONDOS	1	PORTLAND SQ	NORTH RIVER IV LLC	30,801,400	31,725.44
038 B001007	20:COMMERCIAL CONDOS	1	PORTLAND SQ	PS ONE REALTY LLC	19,958,800	20,557.56
038 B002001	22:OFFICE BUSINESS	2	PORTLAND SQ	NORTH RIVER IV LLC	33,853,200	34,868.80
038 B003001	25:PARKING LOTS	481	FORE ST	NORTH RIVER IV LLC	4,991,500	5,141.25
038 C008001	56:GOVERNMENTAL	28	COTTON ST	CITY OF PORTLAND	-	-
038 C009001	25:PARKING LOTS	24	COTTON ST	CASCO VIEW HOLDINGS III LLC	1,000,000	1,030.00
038 C012001	27:MULTI-USE COMMERCIAL	8	COTTON ST	CASCO VIEW HOLDINGS III LLC	2,702,100	2,783.16
038 C030001	21:RETAIL SERVICES	59	CENTER ST	CASCO VIEW HOLDINGS III LLC	713,400	734.80
038 D015001	56:GOVERNMENTAL	82	FREE ST	CUMBERLAND COUNTY MAINE	-	-
038 E009105	20:COMMERCIAL CONDOS	70	CENTER ST	105 STAPLES SCHOOL LLC	443,500	456.81
038 E009106	20:COMMERCIAL CONDOS	70	CENTER ST	APPLE REAL ESTATE	405,500	417.67
038 E009204	20:COMMERCIAL CONDOS	70	CENTER ST	70 CENTER LLC	440,300	453.51
038 E009205	20:COMMERCIAL CONDOS	70	CENTER ST	70 CENTER LLC	457,700	471.43
038 E009304	20:COMMERCIAL CONDOS	70	CENTER ST	EAST COAST CONSTRUCTION AND	461,300	475.14
038 E009305	20:COMMERCIAL CONDOS	70	CENTER ST	MCKERSIE FAMILY LLC	476,300	490.59
038 E009401	20:COMMERCIAL CONDOS	70	CENTER ST	ALDER RUN DEVELOPMENT	796,900	820.81

038 E009G07	20:COMMERCIAL CONDOS	70	CENTER ST	70 CENTER STREET BASEMENT LLC	418,300	430.85
038 E009G08	20:COMMERCIAL CONDOS	70	CENTER ST	MAINE BUSINESS SERVICES INC	411,000	423.33
038 E010001	20:COMMERCIAL CONDOS	17	SOUTH ST	LEVINE ROBERT A &	246,100	253.48
038 E010002	20:COMMERCIAL CONDOS	17	SOUTH ST	SOUTH STREET PARTNERS 2 LLC	246,100	253.48
038 E010003	20:COMMERCIAL CONDOS	17	SOUTH ST	PRESTIGE WORLD-WIDE	399,000	410.97
038 E012001	21:RETAIL SERVICES	52	CENTER ST	PICTURE ISLAND INC	859,000	884.77
038 E019001	21:RETAIL SERVICES	1	PLEASANT ST	ZENITH OPERATING GROUP LLC	2,149,000	2,213.47
038 E020001	27:MULTI-USE COMMERCIAL	7	PLEASANT ST	7-19 PLEASANT STREET LLC	795,400	819.26
038 E021001	40:VACANT LAND	9	PLEASANT ST	7-19 PLEASANT STREET LLC	204,200	210.33
038 E022001	40:VACANT LAND	9	PLEASANT ST	7-19 PLEASANT STREET LLC	29,700	30.59
038 E023001	27:MULTI-USE COMMERCIAL	15	PLEASANT ST	7-19 PLEASANT STREET LLC	1,477,700	1,522.03
038 E024001	27:MULTI-USE COMMERCIAL	21	PLEASANT ST	ANADILYA PROPERTIES LLC	1,174,500	1,209.74
038 E025001	13:THREE FAMILY	11	SOUTH ST	AMORY JONATHAN &	1,106,200	1,139.39
038 E026001	12:TWO FAMILY	9	SOUTH ST	HANSON ANJA-BRITT &	1,109,900	1,143.20
038 E027001	27:MULTI-USE COMMERCIAL	5	SOUTH ST	FIVE SOUTH STREET LLC	774,700	797.94
038 E029001	27:MULTI-USE COMMERCIAL	19	SOUTH ST	19 SOUTH STREET DEVELOPMENT LLC	1,772,200	1,825.37
038 E030001	25:PARKING LOTS	58	CENTER ST	STEELE DANIEL L	1,148,400	1,182.85
038 F004001	24:WHOLESALE	241	COMMERCIAL ST	SLM PROPERTIES INC	3,146,800	3,241.20
038 F006001	22:OFFICE BUSINESS	245	COMMERCIAL ST	CASCO VIEW HOLDINGS LLC	7,542,800	7,769.08
038 F008001	22:OFFICE BUSINESS	470	FORE ST	DICTAR ASSOCIATES II	3,425,500	3,528.27
038 F009001	23:HOTEL & MOTEL	468	FORE ST	HARBOR PLAZA ASSOCIATES II	32,059,100	33,020.87
038 F009002	22:OFFICE BUSINESS	468	FORE ST	DICTAR ASSOCIATES II	6,592,900	6,790.69
038 F019001	22:OFFICE BUSINESS	19	CROSS ST	CASCO VIEW HOLDINGS II LLC	8,366,700	8,617.70
038 G001001	25:PARKING LOTS	486	FORE ST	NORTH RIVER IV LLC	6,167,100	6,352.11
038 G00202A	10:CONDOMINIUMS	269	COMMERCIAL ST	GOSSSELIN EUGENE D &	360,100	370.90
038 G00202B	10:CONDOMINIUMS	269	COMMERCIAL ST	POE MAXWELL BURTON RENZ &	366,200	377.19
038 G00202C	10:CONDOMINIUMS	269	COMMERCIAL ST	TING YVONNE	447,800	461.23
038 G00202D	10:CONDOMINIUMS	269	COMMERCIAL ST	CUMMING JEAN S &	343,000	353.29
038 G00202E	10:CONDOMINIUMS	269	COMMERCIAL ST	DEVILLIER JACQUES K	346,700	357.10
038 G00202F	10:CONDOMINIUMS	269	COMMERCIAL ST	MCKENZIE ANNE-MARIE &	390,900	402.63
038 G00203A	10:CONDOMINIUMS	269	COMMERCIAL ST	SHULTZ RICHARD H &	374,100	385.32
038 G00203B	10:CONDOMINIUMS	269	COMMERCIAL ST	RICE LEE PRISCILLA TRUSTEE	356,800	367.50
038 G00203C	10:CONDOMINIUMS	269	COMMERCIAL ST	NORCHI CHARLES H &	450,400	463.91
038 G00203D	10:CONDOMINIUMS	269	COMMERCIAL ST	DODGE MEREDITH	335,400	345.46
038 G00203E	10:CONDOMINIUMS	269	COMMERCIAL ST	CONKLIN HENRY C	376,000	387.28
038 G00203F	10:CONDOMINIUMS	269	COMMERCIAL ST	TUCKER HAROLD W III	381,600	393.05
038 G00204A	10:CONDOMINIUMS	269	COMMERCIAL ST	ROUSSEAU GREGORY M TRUSTEE	374,600	385.84
038 G00204B	10:CONDOMINIUMS	269	COMMERCIAL ST	269 COMMERCIAL LLC	396,600	408.50
038 G00204C	10:CONDOMINIUMS	269	COMMERCIAL ST	GIOBBI ARCHIE &	498,300	513.25
038 G00204D	10:CONDOMINIUMS	269	COMMERCIAL ST	KIMBLE ELLEN SUE	306,400	315.59
038 G00204E	10:CONDOMINIUMS	269	COMMERCIAL ST	LAINY CONNOR D	351,400	361.94
038 G00204F	10:CONDOMINIUMS	269	COMMERCIAL ST	WONG ROCKET &	368,700	379.76
038 G00205A	10:CONDOMINIUMS	269	COMMERCIAL ST	BERG ERIC O JR TRUSTEE	421,300	433.94
038 G00205B	10:CONDOMINIUMS	269	COMMERCIAL ST	GLENNON THOMAS J	411,200	423.54
038 G00205C	10:CONDOMINIUMS	269	COMMERCIAL ST	O'SULLIVAN JACLYN &	414,400	426.83
038 G00205D	10:CONDOMINIUMS	269	COMMERCIAL ST	DAVIS DONALD A	472,200	486.37
038 G00205E	10:CONDOMINIUMS	269	COMMERCIAL ST	MARTINEZ ANDREW DAVID &	455,000	468.65
038 G00205F	10:CONDOMINIUMS	269	COMMERCIAL ST	FOSTER ANTHONY W	397,500	409.43
038 G002267	20:COMMERCIAL CONDOS	269	COMMERCIAL ST	TEEDUCFRATAY LLC	818,000	842.54

038 G002271	20:COMMERCIAL CONDOS	269	COMMERCIAL ST	JKC LLC	641,200	660.44
038 G005001	23:HOTEL & MOTEL	9	CENTER ST	FATHOM CC LLC	48,336,500	49,786.60
038 I001001	27:MULTI-USE COMMERCIAL	28	FREE ST	40 FREE LLC	13,880,400	14,296.81
038 I003001	25:PARKING LOTS	15	SPRING ST	BROWN J B & SONS	2,375,500	2,446.77
038 I018001	21:RETAIL SERVICES	46	FREE ST	BROWN J B & SONS	4,883,100	5,029.59
039 A001001	21:RETAIL SERVICES	626	CONGRESS ST	PARK WONBAE &	2,096,400	2,159.29
039 A002001	21:RETAIL SERVICES	622	CONGRESS ST	WAYNE ENTERPRISES LLC	2,658,700	2,738.46
039 A005001	21:RETAIL SERVICES	616	CONGRESS ST	614 CONGRESS STREET LLC	2,984,800	3,074.34
039 A006001	25:PARKING LOTS	143	PARK ST	614 CONGRESS STREET LLC	173,200	178.40
039 A007001	40:VACANT LAND	612	CONGRESS ST	RICE GEOFFREY I	140,600	144.82
039 A008001	21:RETAIL SERVICES	610	CONGRESS ST	19 SOUTH STREET LLC	1,047,400	1,078.82
039 A009001	21:RETAIL SERVICES	608	CONGRESS ST	19 SOUTH STREET LLC	1,032,900	1,063.89
039 A010001	21:RETAIL SERVICES	606	CONGRESS ST	602 CONGRESS LLC	830,800	855.72
039 A011001	25:PARKING LOTS	141	PARK ST	WAYNE ENTERPRISES LLC	355,100	365.75
039 A013001	22:OFFICE BUSINESS	600	CONGRESS ST	602 CONGRESS LLC	3,259,200	3,356.98
039 A016001	40:VACANT LAND	122	HIGH ST	TEGNA EAST COAST	139,100	143.27
039 A016002	25:PARKING LOTS	122	HIGH ST	PACIFIC AND SOUTHERN LLC	953,900	982.52
039 A017001	22:OFFICE BUSINESS	128	HIGH ST	TEGNA EAST COAST	4,689,000	4,829.67
039 A027001	26:PRIVATE CLUBS	116	HIGH ST	CUMBERLAND CLUB	4,811,900	4,956.26
039 A028001	04:BED & BREAKFAST	135	SPRING ST	THE WREN LLC	1,407,400	1,449.62
039 A029001	27:MULTI-USE COMMERCIAL	133	SPRING ST	STADLER CECILE	782,600	806.08
039 A030001	27:MULTI-USE COMMERCIAL	131	SPRING ST	NOUVEAU-NE LLC	683,000	703.49
039 A031001	27:MULTI-USE COMMERCIAL	129	SPRING ST	129 SPRING STREET LLC	664,800	684.74
039 A032001	40:VACANT LAND	127	SPRING ST	CUMBERLAND CLUB	423,900	436.62
039 A035001	27:MULTI-USE COMMERCIAL	110	HIGH ST	TILLER ROBIN B &	832,700	857.68
039 A037001	21:RETAIL SERVICES	106	HIGH ST	M2BM LLC	1,143,900	1,178.22
039 A038001	21:RETAIL SERVICES	612	CONGRESS ST	BLUE BAY LLC	1,070,200	1,102.31
039 B001001	55:LITERARY & SCIENTIFIC	97	SPRING ST	PORTLAND MUSEUM OF ART	-	-
039 B003001	55:LITERARY & SCIENTIFIC	142	FREE ST	PORTLAND MUSEUM OF ART	-	-
039 B004001	25:PARKING LOTS	130	FREE ST	MAINEHEALTH	1,751,500	1,804.05
039 B007001	21:RETAIL SERVICES	128	FREE ST	MAINEHEALTH	639,600	658.79
039 B008001	25:PARKING LOTS	120	FREE ST	MAINEHEALTH	3,211,600	3,307.95
039 B011001	20:COMMERCIAL CONDOS	44	OAK ST	EVERYTHING LLC	1,123,200	1,156.90
039 B011002	20:COMMERCIAL CONDOS	44	OAK ST	EVERYTHING LLC	550,900	567.43
039 B011003	10:CONDOMINIUMS	44	OAK ST	ESCH TREVOR &	1,145,700	1,180.07
039 B011004	10:CONDOMINIUMS	44	OAK ST	KEON MICHAEL P	1,516,300	1,561.79
039 B013001	55:LITERARY & SCIENTIFIC	148	FREE ST	PORTLAND MUSEUM OF ART	-	-
039 B015001	55:LITERARY & SCIENTIFIC	87	SPRING ST	PORTLAND MUSEUM OF ART	-	-
039 C001002	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-	-
039 C00101A	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-	-
039 C00101B	20:COMMERCIAL CONDOS	110	FREE ST	MAINEHEALTH	1,535,800	1,581.87
039 C00101C	20:COMMERCIAL CONDOS	110	FREE ST	MAINEHEALTH	2,170,800	2,235.92
039 C0010GB	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-	-
039 C0010GC	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-	-
039 C001301	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-	-
039 C001302	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-	-
039 C001GA1	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-	-
039 C001GA2	54:BENEVOLENT & CHARITABLE	110	FREE ST	MAINEHEALTH	-	-
039 C002001	56:GOVERNMENTAL	0	FREE ST	CITY OF PORTLAND	-	-

039 D005001	56:GOVERNMENTAL	98	HIGH ST	CITY OF PORTLAND	-	-
039 E001001	56:GOVERNMENTAL	94	SPRING ST ARTERIAL	CITY OF PORTLAND	-	-
039 E008001	22:OFFICE BUSINESS	93	HIGH ST	SAFFORD HOUSE LLC	1,615,800	1,664.27
039 E009001	54:BENEVOLENT & CHARITABLE	87	HIGH ST	ST ELIZABETH'S ROMAN	-	-
039 E010001	23:HOTEL & MOTEL	88	SPRING ST	LAFAYETTE PORTLAND LLC	30,198,400	31,104.35
039 F001001	25:PARKING LOTS	40	SPRING ST ARTERIAL	LAFAYETTE PORTLAND LLC	10,150,000	10,454.50
039 F013001	32:WAREHOUSE & STORAGE	59	PLEASANT ST	BAKERY LIMITED LIABILITY CO	2,821,400	2,906.04
039 F017001	12:TWO FAMILY	22	SOUTH ST	LOMBARDI BRIAN D	767,700	790.73
039 F018001	12:TWO FAMILY	20	SOUTH ST	SCHMIDT REMINGTON O	566,200	583.19
039 F019001	11:SINGLE FAMILY	18	SOUTH ST	LEWIS CLARENCE MICHAEL &	832,700	857.68
039 F020001	12:TWO FAMILY	14	SOUTH ST	MCLAUGHLIN KATHERINE A TRUSTEE	856,800	882.50
039 F021001	40:VACANT LAND	10	SOUTH ST	BROWN J B & SONS	35,700	36.77
039 F022001	10:CONDOMINIUMS	37	PLEASANT ST	SWEENEY HILARY &	392,700	404.48
039 F022002	10:CONDOMINIUMS	37	PLEASANT ST	LEMIEUX ERIC J &	390,000	401.70
039 F022003	10:CONDOMINIUMS	37	PLEASANT ST	WATSON MICHAEL P &	392,700	404.48
039 F022004	10:CONDOMINIUMS	37	PLEASANT ST	HOLT MYRA FUJIMOTO TRUSTEE	390,000	401.70
039 F022005	10:CONDOMINIUMS	37	PLEASANT ST	COMEAU PETER W &	392,700	404.48
039 F022006	10:CONDOMINIUMS	37	PLEASANT ST	HAAS JOHN E &	390,000	401.70
039 F023001	20:COMMERCIAL CONDOS	35	PLEASANT ST	35 PLEASANT ST LLC	268,300	276.35
039 F023002	10:CONDOMINIUMS	35	PLEASANT ST	REITER LAUREN J &	1,098,800	1,131.76
039 F025001	58:LAND BANKS	24	SOUTH ST	CITY OF PORTLAND	-	-
039 F026001	19:AUXILIARY BUILDINGS	22	SOUTH ST	LOMBARDI DEBRA &	83,400	85.90
040 A001001	16:11 TO 20 FAMILY	79	HIGH ST	AVESTA INGRAHAM HOUSE LLC	1,293,400	1,332.20
040 A002001	14:FOUR FAMILY	98	PLEASANT ST	O'SULLIVAN PATRICIA &	1,101,300	1,134.34
040 A003001	12:TWO FAMILY	92	PLEASANT ST	MCLARNON STEPHEN R JR &	970,100	999.20
040 A004001	15:5 TO 10 FAMILY	88	PLEASANT ST	C M SCRIBNER & CO LIMITED	1,485,300	1,529.86
040 A005001	25:PARKING LOTS	76	PLEASANT ST	LAFAYETTE PORTLAND LLC	551,600	568.15
040 A008001	40:VACANT LAND	74	PLEASANT ST	BROWN J B & SONS	132,400	136.37
040 A009001	14:FOUR FAMILY	68	PLEASANT ST	SCHWARTZ DONNA L	1,130,500	1,164.42
040 A010001	27:MULTI-USE COMMERCIAL	54	MAPLE ST	AXE CAP LLC	767,800	790.83
040 A011001	11:SINGLE FAMILY	67	HIGH ST	BOURNE KATHERINE L &	1,184,500	1,220.04
040 A013001	17:21 PLUS FAMILY	53	DANFORTH ST	53 DANFORTH STREET LP	5,178,600	5,333.96
040 A014001	11:SINGLE FAMILY	52	MAPLE ST	ADLER BRENT	562,500	579.38
040 A015001	15:5 TO 10 FAMILY	65	HIGH ST	LANDANO AND COMPANY LLC	1,353,900	1,394.52
040 A016001	17:21 PLUS FAMILY	81	DANFORTH ST	DANFORTH ON HIGH LP	2,595,200	2,673.06
040 A017001	15:5 TO 10 FAMILY	77	DANFORTH ST	COLONEL FORBIN LLC	1,468,700	1,512.76
040 A018001	15:5 TO 10 FAMILY	75	DANFORTH ST	COLONEL FORBIN LLC	1,218,100	1,254.64
040 A019001	15:5 TO 10 FAMILY	71	DANFORTH ST	TELA LLC	1,511,700	1,557.05
040 A021001	19:AUXILIARY BUILDINGS	100	PLEASANT ST	VICKERY PLEASANT LLC	33,800	34.81
040 A022001	15:5 TO 10 FAMILY	67	DANFORTH ST	HARPUA LLC	1,387,900	1,429.54
040 A024001	15:5 TO 10 FAMILY	63	DANFORTH ST	POSTER NUTBAG LLC	912,500	939.88
040 A027001	11:SINGLE FAMILY	50	MAPLE ST	MEADE TRACY &	990,900	1,020.63
040 A028001	40:VACANT LAND	46	MAPLE ST	BROWN J B & SONS	125,200	128.96
040 A030001	16:11 TO 20 FAMILY	69	HIGH ST	69 HIGH STREET HOLDINGS LLC	1,675,900	1,726.18
040 B001001	40:VACANT LAND	55	MAPLE ST	BAKERY LIMITED LIABILITY CO	142,600	146.88
040 B002001	40:VACANT LAND	58	PLEASANT ST	BROWN J B & SONS	116,200	119.69
040 B003001	13:THREE FAMILY	54	PLEASANT ST	JR SAPPERSTEIN HOLDINGS LLC	909,800	937.09
040 B004001	27:MULTI-USE COMMERCIAL	44	PLEASANT ST	44 PLEASANT STREET LLC	1,892,900	1,949.69
040 B006001	11:SINGLE FAMILY	40	PLEASANT ST	SPERRY ELISABETH &	1,326,800	1,366.60

040 B007001	27:MULTI-USE COMMERCIAL	23	DANFORTH ST	SCHWARTZ DONNA L	919,200	946.78
040 B008001	10:CONDOMINIUMS	32	PLEASANT ST	JOSEPH JOEY P	401,900	413.96
040 B008002	10:CONDOMINIUMS	32	PLEASANT ST	DONOVAN URSULA J &	406,800	419.00
040 B008003	10:CONDOMINIUMS	32	PLEASANT ST	CARLEY TESS &	504,700	519.84
040 B009001	10:CONDOMINIUMS	30	PLEASANT ST	LEVANDOSKI THERESE M	468,500	482.56
040 B009002	10:CONDOMINIUMS	30	PLEASANT ST	HANSON JUNE ANDREA	451,000	464.53
040 B009003	10:CONDOMINIUMS	30	PLEASANT ST	HOULE RONALD J &	554,600	571.24
040 B010001	12:TWO FAMILY	20	PLEASANT ST	WEST ERIK MARK	598,700	616.66
040 B012001	22:OFFICE BUSINESS	18	PLEASANT ST	18 PLEASANT ST ASSOC	282,200	290.67
040 B013001	11:SINGLE FAMILY	14	PLEASANT ST	GIOBBI CARLO A JR &	871,500	897.65
040 B015001	40:VACANT LAND	10	PLEASANT ST	GIOBBI CARLO A JR &	56,000	57.68
040 B017001	21:RETAIL SERVICES	4	PLEASANT ST	SANTE LLC	148,700	153.16
040 B018001	40:VACANT LAND	51	MAPLE ST	MEADE TRACY &	14,500	14.94
040 B020001	21:RETAIL SERVICES	35	DANFORTH ST	OSDBA HOLDINGS LLC	1,285,000	1,323.55
040 B021001	13:THREE FAMILY	33	DANFORTH ST	FOX STEPHEN H	582,000	599.46
040 B022001	40:VACANT LAND	29	DANFORTH ST	SCHAIR-CARDONA ERICA &	411,700	424.05
040 B023001	25:PARKING LOTS	13	DANFORTH ST	WRIGHT-RYAN REAL ESTATE LLC	332,600	342.58
040 B028001	21:RETAIL SERVICES	1	DANFORTH ST	SANTE LLC	821,800	846.45
040 B032001	21:RETAIL SERVICES	45	DANFORTH ST	CIGRI TINA ETAL	725,300	747.06
040 B033001	10:CONDOMINIUMS	56	PLEASANT ST	O'BRIEN KAYLYN SHAY	483,500	498.01
040 B033002	10:CONDOMINIUMS	56	PLEASANT ST	MARCOUX VANESSA L &	497,800	512.73
040 B033003	10:CONDOMINIUMS	56	PLEASANT ST	RUNNING SALLY	484,100	498.62
040 C001001	16:11 TO 20 FAMILY	51	HIGH ST	GILLIS PETER J	1,693,000	1,743.79
040 C002001	15:5 TO 10 FAMILY	78	DANFORTH ST	WEST COMPANY	1,398,200	1,440.15
040 C005001	20:COMMERCIAL CONDOS	101	YORK ST	BROWN J B & SONS	3,554,400	3,661.03
040 C005201	10:CONDOMINIUMS	25	HIGH ST	VEALE PATRICK J &	652,600	672.18
040 C005202	10:CONDOMINIUMS	25	HIGH ST	ESCHBACH KELLY S &	460,600	474.42
040 C005203	10:CONDOMINIUMS	25	HIGH ST	KLEINLERER MICHAL FRED A	629,200	648.08
040 C005204	10:CONDOMINIUMS	25	HIGH ST	PARK KYUNG SAM	527,300	543.12
040 C005206	10:CONDOMINIUMS	25	HIGH ST	MYSA RENTALS LLC	462,300	476.17
040 C005207	10:CONDOMINIUMS	25	HIGH ST	CARRAHER DARIN L	457,000	470.71
040 C005208	10:CONDOMINIUMS	25	HIGH ST	LAGHAEI FARID &	611,700	630.05
040 C005209	10:CONDOMINIUMS	25	HIGH ST	GATOS PAMELA &	611,700	630.05
040 C005210	10:CONDOMINIUMS	25	HIGH ST	SAUCIER SANDRA	619,800	638.39
040 C005211	10:CONDOMINIUMS	25	HIGH ST	LIEBERMAN KYLE A ETAL JTS	618,700	637.26
040 C005212	10:CONDOMINIUMS	25	HIGH ST	MAY BENJAMIN ROBERT &	618,700	637.26
040 C005213	10:CONDOMINIUMS	25	HIGH ST	PRICE JASON LLOYD &	618,700	637.26
040 C005214	10:CONDOMINIUMS	25	HIGH ST	DIRECTOR STEVEN &	618,700	637.26
040 C005215	10:CONDOMINIUMS	25	HIGH ST	CUSHMAN ROBIN MARI TRUSTEE	694,100	714.92
040 C005216	10:CONDOMINIUMS	25	HIGH ST	CHADBOURNE DENNIS S	620,400	639.01
040 C005301	10:CONDOMINIUMS	25	HIGH ST	LYONS THOMAS W &	627,600	646.43
040 C005302	10:CONDOMINIUMS	25	HIGH ST	HARROW DAVID	460,600	474.42
040 C005303	10:CONDOMINIUMS	25	HIGH ST	SMITH TEALE &	629,200	648.08
040 C005304	10:CONDOMINIUMS	25	HIGH ST	BROWN LAUREN HINSON &	527,300	543.12
040 C005305	10:CONDOMINIUMS	25	HIGH ST	MANN VERONICA ETAL JTS	637,400	656.52
040 C005306	10:CONDOMINIUMS	25	HIGH ST	LACOGNATA STUART A	462,300	476.17
040 C005307	10:CONDOMINIUMS	25	HIGH ST	GRIFFIN ALEXANDER &	457,000	470.71
040 C005308	10:CONDOMINIUMS	25	HIGH ST	MARTINEZ DANIEL M &	611,700	630.05
040 C005309	10:CONDOMINIUMS	25	HIGH ST	ADLER SUSAN	586,700	604.30

040 C005310	10:CONDOMINIUMS	25	HIGH ST	ROTH MICHAEL D &	619,800	638.39
040 C005311	10:CONDOMINIUMS	25	HIGH ST	LAMPNER GLENNA H &	593,700	611.51
040 C005312	10:CONDOMINIUMS	25	HIGH ST	CARAMICIU JUSTIN	618,700	637.26
040 C005313	10:CONDOMINIUMS	25	HIGH ST	GRIDLEY GUY G	618,700	637.26
040 C005314	10:CONDOMINIUMS	25	HIGH ST	PROFESSIONAL PROPERTIES LLC	618,700	637.26
040 C005315	10:CONDOMINIUMS	25	HIGH ST	INKOULOVA POLINA &	727,500	749.33
040 C005316	10:CONDOMINIUMS	25	HIGH ST	MILLER DEREK	595,400	613.26
040 C005401	10:CONDOMINIUMS	25	HIGH ST	SKACEL LAURA E	685,200	705.76
040 C005402	10:CONDOMINIUMS	25	HIGH ST	ROULE MICHELLE A &	483,600	498.11
040 C005403	10:CONDOMINIUMS	25	HIGH ST	WOON ASHLEY HARDI	660,700	680.52
040 C005404	10:CONDOMINIUMS	25	HIGH ST	MORSE KRISTY M	528,600	544.46
040 C005405	10:CONDOMINIUMS	25	HIGH ST	CHEUNG PATRICIA K	669,300	689.38
040 C005406	10:CONDOMINIUMS	25	HIGH ST	THYSSEN MICHAEL &	485,400	499.96
040 C005407	10:CONDOMINIUMS	25	HIGH ST	PRATT SALLY C &	479,900	494.30
040 C005408	10:CONDOMINIUMS	25	HIGH ST	BAZINET JAYDE &	642,200	661.47
040 C005409	10:CONDOMINIUMS	25	HIGH ST	PIASIO GEOFF B	642,200	661.47
040 C005410	10:CONDOMINIUMS	25	HIGH ST	SADLER CLIFFORD H &	625,800	644.57
040 C005411	10:CONDOMINIUMS	25	HIGH ST	SCHAFER MORGAN &	649,600	669.09
040 C005412	10:CONDOMINIUMS	25	HIGH ST	KRONENBERG MARIANNE L &	649,600	669.09
040 C005413	10:CONDOMINIUMS	25	HIGH ST	DORNEMAN PENELOPE LEE &	649,600	669.09
040 C005414	10:CONDOMINIUMS	25	HIGH ST	MANSOURI ROZHIN YOUSEFVAND	649,600	669.09
040 C005415	10:CONDOMINIUMS	25	HIGH ST	REILLY KATHLEEN E	738,900	761.07
040 C005416	10:CONDOMINIUMS	25	HIGH ST	ROSS NATHAN T &	651,400	670.94
040 C005501	10:CONDOMINIUMS	25	HIGH ST	SCHOLL STEVEN B &	717,900	739.44
040 C005502	10:CONDOMINIUMS	25	HIGH ST	JOHNSTON EDWARD R &	506,600	521.80
040 C005503	10:CONDOMINIUMS	25	HIGH ST	BERRY RICHARD A	667,100	687.11
040 C005504	10:CONDOMINIUMS	25	HIGH ST	BURKE CHERIE ANNE &	580,000	597.40
040 C005505	10:CONDOMINIUMS	25	HIGH ST	HIGH QUALITY RENTALS LLC	701,100	722.13
040 C005506	10:CONDOMINIUMS	25	HIGH ST	MARSDEN DAVID &	508,500	523.76
040 C005507	10:CONDOMINIUMS	25	HIGH ST	LADAN LUKA	502,800	517.88
040 C005508	10:CONDOMINIUMS	25	HIGH ST	TURNER JOSEPH L &	672,800	692.98
040 C005509	10:CONDOMINIUMS	25	HIGH ST	BROWN SARA J HUTCHINSON &	672,800	692.98
040 C005510	10:CONDOMINIUMS	25	HIGH ST	LARLEE BRENT A &	656,800	676.50
040 C005511	10:CONDOMINIUMS	25	HIGH ST	OSTERGAARD LLC	680,500	700.92
040 C005512	10:CONDOMINIUMS	25	HIGH ST	DANIELSEN KERRY E	680,500	700.92
040 C005513	10:CONDOMINIUMS	25	HIGH ST	CONRAD ERIC &	680,500	700.92
040 C005514	10:CONDOMINIUMS	25	HIGH ST	SHAW DAVID E &	680,500	700.92
040 C005515	10:CONDOMINIUMS	25	HIGH ST	PARK MIRI &	800,300	824.31
040 C005516	10:CONDOMINIUMS	25	HIGH ST	MAK E CHIN &	682,500	702.98
040 C009001	31:MANUFACTURING	50	DANFORTH ST	BROWN J B & SONS	1,507,400	1,552.62
040 C014001	14:FOUR FAMILY	41	HIGH ST	SACRE LINDA &	786,600	810.20
040 C015001	10:CONDOMINIUMS	37	HIGH ST	MYBURGH ANDREW C &	419,200	431.78
040 C015002	10:CONDOMINIUMS	37	HIGH ST	SOLSTICE INVESTMENTS LLC	247,900	255.34
040 C015003	10:CONDOMINIUMS	37	HIGH ST	VADLA RAVI-KUMAR	480,500	494.92
040 C015004	10:CONDOMINIUMS	37	HIGH ST	THIS THYME AROUND LLC	333,600	343.61
040 C016001	12:TWO FAMILY	31	HIGH ST	BERNOTAVICZ JARAD	829,300	854.18
040 C021001	27:MULTI-USE COMMERCIAL	27	HIGH ST	BROWN J B & SONS	7,385,000	7,606.55
040 C026001	24:WHOLESALE	75	YORK ST	YORKSHIRE LLC	1,919,900	1,977.50
040 C030001	21:RETAIL SERVICES	53	YORK ST	CASTINE 53 LLC	2,394,800	2,466.64

040 D001001	22:OFFICE BUSINESS	20	DANFORTH ST	BROWN J B & SONS	7,406,300	7,628.49
040 D002001	22:OFFICE BUSINESS	10	DANFORTH ST	WRIGHT-RYAN REAL ESTATE LLC	1,892,000	1,948.76
040 E001001	25:PARKING LOTS	40	YORK ST	BROWN J B & SONS	782,300	805.77
040 E003001	10:CONDOMINIUMS	311	COMMERCIAL ST	SAMBATAKOS JOHN P &	746,600	769.00
040 E003002	10:CONDOMINIUMS	311	COMMERCIAL ST	HIGONNET CAMILLE	608,100	626.34
040 E003003	10:CONDOMINIUMS	311	COMMERCIAL ST	SCLAR ETHAN	552,100	568.66
040 E003004	10:CONDOMINIUMS	311	COMMERCIAL ST	KASUBA PAUL F &	751,500	774.05
040 E003005	10:CONDOMINIUMS	311	COMMERCIAL ST	SALVIO PAULA MARIA &	824,100	848.82
040 E003006	10:CONDOMINIUMS	311	COMMERCIAL ST	DODGE MEREDITH A &	761,000	783.83
040 E003007	10:CONDOMINIUMS	311	COMMERCIAL ST	KRUTHOFF CATHERINE H &	540,500	556.72
040 E003008	10:CONDOMINIUMS	311	COMMERCIAL ST	DODGE MEREDITH A &	651,400	670.94
040 E003009	10:CONDOMINIUMS	311	COMMERCIAL ST	KROON THOMAS J &	665,200	685.16
040 E00300H	20:COMMERCIAL CONDOS	311	COMMERCIAL ST	JBB HOSPITALITY I LLC	41,809,000	43,063.27
040 E00300R	20:COMMERCIAL CONDOS	311	COMMERCIAL ST	TIQA LEGACY LLC	1,719,000	1,770.57
040 E003010	10:CONDOMINIUMS	311	COMMERCIAL ST	GRIMM KRISTY &	862,200	888.07
040 E003011	10:CONDOMINIUMS	311	COMMERCIAL ST	CLANCY PAUL	692,300	713.07
040 E003012	10:CONDOMINIUMS	311	COMMERCIAL ST	AGUINAGA GARY S &	739,200	761.38
040 E003013	10:CONDOMINIUMS	311	COMMERCIAL ST	SNITE DEBORAH	600,600	618.62
040 E003014	10:CONDOMINIUMS	311	COMMERCIAL ST	HOBBS JANNA &	713,300	734.70
040 F009001	27:MULTI-USE COMMERCIAL	305	COMMERCIAL ST	BAXTER PLACE LLC	14,571,300	15,008.44
040 F011001	22:OFFICE BUSINESS	14	YORK ST	BROWN J B & SONS	4,832,500	4,977.48
041 A015001	24:WHOLESALE	260	COMMERCIAL ST	WATERFRONT MAINE BT LLC	2,746,300	2,828.69
041 A016001	22:OFFICE BUSINESS	252	COMMERCIAL ST	WATERFRONT MAINE	22,691,300	23,372.04
042 A001001	23:HOTEL & MOTEL	379	COMMERCIAL ST	APPLE NINE HOSPITALITY	45,898,900	47,275.87
042 A002140	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	CENTRAL STREET STUDIOS LLC	729,800	751.69
042 A002141	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	CENTRAL STREET STUDIOS LLC	378,400	389.75
042 A002143	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	ROHSHABRO CO LLC	626,000	644.78
042 A002144	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	DEERING PROPERTY	709,200	730.48
042 A002145	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	DEERING PROPERTY	102,600	105.68
042 A002146	20:COMMERCIAL CONDOS	383	COMMERCIAL ST	DEERING PROPERTY	1,368,000	1,409.04
042 A002200	10:CONDOMINIUMS	383	COMMERCIAL ST	MCCONAGHA MEGAN &	917,200	944.72
042 A002201	10:CONDOMINIUMS	383	COMMERCIAL ST	LANDRY GAIL	596,200	614.09
042 A002202	10:CONDOMINIUMS	383	COMMERCIAL ST	THE LANDING HOMES LLC	817,600	842.13
042 A002203	10:CONDOMINIUMS	383	COMMERCIAL ST	PATE ANNE &	795,700	819.57
042 A002204	10:CONDOMINIUMS	383	COMMERCIAL ST	YOUNG BRADLEY S &	908,300	935.55
042 A002300	10:CONDOMINIUMS	383	COMMERCIAL ST	STINSON MARTHA	1,486,400	1,530.99
042 A002301	10:CONDOMINIUMS	383	COMMERCIAL ST	GEOGHEGAN WILLIAM D	1,013,900	1,044.32
042 A002302	10:CONDOMINIUMS	383	COMMERCIAL ST	GALVIN ANDREW D &	766,500	789.50
042 A002303	10:CONDOMINIUMS	383	COMMERCIAL ST	LANE RYAN S	549,000	565.47
042 A002304	10:CONDOMINIUMS	383	COMMERCIAL ST	SKELLY ABIGAIL M &	782,200	805.67
042 A002305	10:CONDOMINIUMS	383	COMMERCIAL ST	MILLER ROBERT	549,000	565.47
042 A002306	10:CONDOMINIUMS	383	COMMERCIAL ST	LEE FRANK	568,200	585.25
042 A002307	10:CONDOMINIUMS	383	COMMERCIAL ST	HURST KATHRYN NICOLE	1,439,900	1,483.10
042 A002308	10:CONDOMINIUMS	383	COMMERCIAL ST	KAUFFMAN JENNIFER LOUISE	568,200	585.25
042 A002309	10:CONDOMINIUMS	383	COMMERCIAL ST	CHASE MARK C TRUSTEE	1,021,600	1,052.25
042 A002310	10:CONDOMINIUMS	383	COMMERCIAL ST	MUMME YVONNE B &	1,012,200	1,042.57
042 A002311	10:CONDOMINIUMS	383	COMMERCIAL ST	OHANNES JAMES R &	1,496,900	1,541.81
042 A002312	10:CONDOMINIUMS	383	COMMERCIAL ST	HEJLIK EMILY	587,000	604.61
042 A002313	10:CONDOMINIUMS	383	COMMERCIAL ST	VAN BRAMER JAYNE MARIE	526,100	541.88

042 A002314	10:CONDOMINIUMS	383	COMMERCIAL ST	DEVLIN ELIZABETH &	798,600	822.56
042 A002315	10:CONDOMINIUMS	383	COMMERCIAL ST	REISS GEORGE E &	549,000	565.47
042 A002316	10:CONDOMINIUMS	383	COMMERCIAL ST	DEXTER AMY S &	780,800	804.22
042 A002317	10:CONDOMINIUMS	383	COMMERCIAL ST	KENNEDY TODD M	546,300	562.69
042 A002318	10:CONDOMINIUMS	383	COMMERCIAL ST	FAVREAU SCOTT A &	747,900	770.34
042 A002319	10:CONDOMINIUMS	383	COMMERCIAL ST	UZEE JOHN H	1,006,800	1,037.00
042 A002320	10:CONDOMINIUMS	383	COMMERCIAL ST	KALM HARBOUR LLC	560,300	577.11
042 A002321	10:CONDOMINIUMS	383	COMMERCIAL ST	HALLOCK BRADLEY L &	1,255,700	1,293.37
042 A002400	10:CONDOMINIUMS	383	COMMERCIAL ST	BRUENJES MICHAEL &	1,222,500	1,259.18
042 A002401	10:CONDOMINIUMS	383	COMMERCIAL ST	COOK RICHARD F JR	930,900	958.83
042 A002402	10:CONDOMINIUMS	383	COMMERCIAL ST	CARAMANDO ANTHONY N	766,500	789.50
042 A002403	10:CONDOMINIUMS	383	COMMERCIAL ST	TIDD PAULETTE S	633,200	652.20
042 A002404	10:CONDOMINIUMS	383	COMMERCIAL ST	EHLER MARLA G &	748,500	770.96
042 A002405	10:CONDOMINIUMS	383	COMMERCIAL ST	CHRIST GUS D &	588,200	605.85
042 A002406	10:CONDOMINIUMS	383	COMMERCIAL ST	CRAWFORD KATHARINE H &	608,800	627.06
042 A002407	10:CONDOMINIUMS	383	COMMERCIAL ST	DELONG DARRELL &	1,696,200	1,747.09
042 A002408	10:CONDOMINIUMS	383	COMMERCIAL ST	RUGGLES PATRICIA WELLS	608,800	627.06
042 A002409	10:CONDOMINIUMS	383	COMMERCIAL ST	HOWARD PROPERTY GROUP LLC	1,021,600	1,052.25
042 A002410	10:CONDOMINIUMS	383	COMMERCIAL ST	HOLMES JOANNE C TRUSTEE	1,048,900	1,080.37
042 A002411	10:CONDOMINIUMS	383	COMMERCIAL ST	TOPPER DAVID C &	1,733,300	1,785.30
042 A002412	10:CONDOMINIUMS	383	COMMERCIAL ST	DARBY DOUGLAS M	703,600	724.71
042 A002413	10:CONDOMINIUMS	383	COMMERCIAL ST	ALESAR LLC	657,600	677.33
042 A002414	10:CONDOMINIUMS	383	COMMERCIAL ST	HINKLE THOMAS L TRUSTEE &	1,085,000	1,117.55
042 A002415	10:CONDOMINIUMS	383	COMMERCIAL ST	O'NEIL TAMATHA SARCHI	588,200	605.85
042 A002416	10:CONDOMINIUMS	383	COMMERCIAL ST	SIMONDS MELISSA G	780,800	804.22
042 A002417	10:CONDOMINIUMS	383	COMMERCIAL ST	CEFALO KYLE J	665,800	685.77
042 A002419	10:CONDOMINIUMS	383	COMMERCIAL ST	PRATT CAROLYN R	1,016,700	1,047.20
042 A002420	10:CONDOMINIUMS	383	COMMERCIAL ST	PARK DIANA L &	1,653,300	1,702.90
042 A002421	10:CONDOMINIUMS	383	COMMERCIAL ST	DARBY CORINN A	1,438,300	1,481.45
042 A002500	10:CONDOMINIUMS	383	COMMERCIAL ST	CHILDRESS JAMES WOODROW &	1,467,000	1,511.01
042 A002501	10:CONDOMINIUMS	383	COMMERCIAL ST	CHAMPAGNE HELEN L TRUSTEE	985,600	1,015.17
042 A002502	10:CONDOMINIUMS	383	COMMERCIAL ST	BRIKIATIS SYLVIE &	817,600	842.13
042 A002503	10:CONDOMINIUMS	383	COMMERCIAL ST	KOZLOWSKI BENJAMIN	640,800	660.02
042 A002504	10:CONDOMINIUMS	383	COMMERCIAL ST	GRADY JANET M	834,300	859.33
042 A002505	10:CONDOMINIUMS	383	COMMERCIAL ST	BEST MANIJEH DELALAT	581,400	598.84
042 A002506	10:CONDOMINIUMS	383	COMMERCIAL ST	BOCIAN THOMAS E &	608,800	627.06
042 A002507	10:CONDOMINIUMS	383	COMMERCIAL ST	DILLON DENIS P TRUSTEE	1,817,500	1,872.03
042 A002509	10:CONDOMINIUMS	383	COMMERCIAL ST	NIERMAN MERYL E	1,903,900	1,961.02
042 A002510	10:CONDOMINIUMS	383	COMMERCIAL ST	NGUYEN DOUGLAS	1,165,500	1,200.47
042 A002511	10:CONDOMINIUMS	383	COMMERCIAL ST	MARTIN ROGER L &	1,890,800	1,947.52
042 A002512	10:CONDOMINIUMS	383	COMMERCIAL ST	BURSAW MARGARET S TRUSTEE	752,100	774.66
042 A002513	10:CONDOMINIUMS	383	COMMERCIAL ST	ROWLINGSON JACK	657,600	677.33
042 A002514	10:CONDOMINIUMS	383	COMMERCIAL ST	GLOVER DAWSON COLEMAN IV	1,039,500	1,070.69
042 A002515	10:CONDOMINIUMS	383	COMMERCIAL ST	THE LANDING HOMES LLC	601,600	619.65
042 A002516	10:CONDOMINIUMS	383	COMMERCIAL ST	RITTENBERG RHONDA L &	832,800	857.78
042 A002517	10:CONDOMINIUMS	383	COMMERCIAL ST	HART JESSE P	640,800	660.02
042 A002519	10:CONDOMINIUMS	383	COMMERCIAL ST	FISH MICHAEL J &	991,700	1,021.45
042 A002520	10:CONDOMINIUMS	383	COMMERCIAL ST	OTTOLINI MARY C &	1,653,300	1,702.90
042 A002521	10:CONDOMINIUMS	383	COMMERCIAL ST	DAVIN CHRISTOPHER P &	1,413,300	1,455.70

042 A002600	10:CONDOMINIUMS	383	COMMERCIAL ST	ANDERSON MARK C &	1,782,000	1,835.46
042 A002601	10:CONDOMINIUMS	383	COMMERCIAL ST	WOODS STEPHEN &	1,796,600	1,850.50
042 A002602	10:CONDOMINIUMS	383	COMMERCIAL ST	SCHAFER PAUL A &	846,500	871.90
042 A002603	10:CONDOMINIUMS	383	COMMERCIAL ST	LEIBOWITZ SHELLEY	1,927,500	1,985.33
042 A002604	10:CONDOMINIUMS	383	COMMERCIAL ST	JOHNSON TRACY D &	1,054,000	1,085.62
042 A002605	10:CONDOMINIUMS	383	COMMERCIAL ST	BIT OF PORTLAND LLC	1,046,400	1,077.79
042 A002606	10:CONDOMINIUMS	383	COMMERCIAL ST	DRIZLIKH NIMROD E	777,100	800.41
042 A002607	10:CONDOMINIUMS	383	COMMERCIAL ST	COSTELLO KARIN F &	1,610,700	1,659.02
042 A002608	10:CONDOMINIUMS	383	COMMERCIAL ST	SIMON GRANT F &	718,900	740.47
042 A002609	10:CONDOMINIUMS	383	COMMERCIAL ST	TROCKMAN JEFFREY N TRUSTEE	1,933,300	1,991.30
042 A002610	10:CONDOMINIUMS	383	COMMERCIAL ST	SCHEINDEL MARILYS C &	1,525,100	1,570.85
042 A002611	10:CONDOMINIUMS	383	COMMERCIAL ST	HEARST JUDITH S TRUSTEE	2,977,000	3,066.31
042 A002701	10:CONDOMINIUMS	383	COMMERCIAL ST	ARROW-YASKO AMY S	3,439,500	3,542.69
042 A002702	10:CONDOMINIUMS	383	COMMERCIAL ST	WILLIAMS WAYNE COLBY &	2,624,800	2,703.54
042 A002704	10:CONDOMINIUMS	383	COMMERCIAL ST	CAIAZZO GREG &	2,562,000	2,638.86
042 A002705	10:CONDOMINIUMS	383	COMMERCIAL ST	CRAWFORD MARK G &	1,954,200	2,012.83
042 A002706	10:CONDOMINIUMS	383	COMMERCIAL ST	SNELL EUGENE BRYAN &	3,497,300	3,602.22
042 A003147	20:COMMERCIAL CONDOS	387	COMMERCIAL ST	DPD LOT 3 LLC	418,700	431.26
042 A003148	20:COMMERCIAL CONDOS	387	COMMERCIAL ST	DPD LOT 3 LLC	684,500	705.04
042 A003149	20:COMMERCIAL CONDOS	387	COMMERCIAL ST	383 COMMERCIAL ST LLC	569,800	586.89
042 A003150	20:COMMERCIAL CONDOS	387	COMMERCIAL ST	GEM LOUNGE LLC	915,100	942.55
042 A003151	20:COMMERCIAL CONDOS	387	COMMERCIAL ST	DPD LOT 3 LLC	186,400	191.99
042 A003205	10:CONDOMINIUMS	387	COMMERCIAL ST	LANDRY BRUCE &	881,900	908.36
042 A003206	10:CONDOMINIUMS	387	COMMERCIAL ST	DAROS DENNIS J &	792,400	816.17
042 A003207	10:CONDOMINIUMS	387	COMMERCIAL ST	AN CUONG QUAC &	813,100	837.49
042 A003208	10:CONDOMINIUMS	387	COMMERCIAL ST	BRUCE ELIZABETH B	949,300	977.78
042 A003209	10:CONDOMINIUMS	387	COMMERCIAL ST	MCCOY MADELEINE RENA &	765,000	787.95
042 A003322	10:CONDOMINIUMS	387	COMMERCIAL ST	JRL HOLDINGS LLC	1,491,300	1,536.04
042 A003323	10:CONDOMINIUMS	387	COMMERCIAL ST	DILLON WILLIAM M &	936,900	965.01
042 A003324	10:CONDOMINIUMS	387	COMMERCIAL ST	FERRANTE MICHAEL A TRUSTEE	1,018,800	1,049.36
042 A003325	10:CONDOMINIUMS	387	COMMERCIAL ST	CAROVANO - RE LLC	972,200	1,001.37
042 A003326	10:CONDOMINIUMS	387	COMMERCIAL ST	LANDA DAVID TRUSTEE	1,009,300	1,039.58
042 A003327	10:CONDOMINIUMS	387	COMMERCIAL ST	VLSCHOS JAMES T &	1,462,100	1,505.96
042 A003328	10:CONDOMINIUMS	387	COMMERCIAL ST	NEWBAUER ALAN K &	612,100	630.46
042 A003329	10:CONDOMINIUMS	387	COMMERCIAL ST	SKELLY ABIGAIL M &	525,800	541.57
042 A003330	10:CONDOMINIUMS	387	COMMERCIAL ST	CARON DIA J TRUSTEE	1,221,800	1,258.45
042 A003331	10:CONDOMINIUMS	387	COMMERCIAL ST	CYMERMAN BARRY &	952,500	981.08
042 A003332	10:CONDOMINIUMS	387	COMMERCIAL ST	LANDRY GAIL	607,800	626.03
042 A003333	10:CONDOMINIUMS	387	COMMERCIAL ST	VELGOS JUSTIN S &	512,800	528.18
042 A003334	10:CONDOMINIUMS	387	COMMERCIAL ST	SALTZ ADAM &	639,800	658.99
042 A003335	10:CONDOMINIUMS	387	COMMERCIAL ST	ALEXANDER LORI &	1,005,000	1,035.15
042 A003336	10:CONDOMINIUMS	387	COMMERCIAL ST	SPRUCE POINT HOLDINGS LLC	549,200	565.68
042 A003337	10:CONDOMINIUMS	387	COMMERCIAL ST	BRANDT JOHN ROBERT TRUSTEE	823,900	848.62
042 A003422	10:CONDOMINIUMS	387	COMMERCIAL ST	THYSSEN CARIN H TRUSTEE	1,242,800	1,280.08
042 A003423	10:CONDOMINIUMS	387	COMMERCIAL ST	DOWNES KENNETH R &	1,058,300	1,090.05
042 A003424	10:CONDOMINIUMS	387	COMMERCIAL ST	CHANG POH YONG &	1,018,800	1,049.36
042 A003425	10:CONDOMINIUMS	387	COMMERCIAL ST	BINDER VALERIE	907,400	934.62
042 A003426	10:CONDOMINIUMS	387	COMMERCIAL ST	BRYAN SUZANNE G &	1,009,300	1,039.58
042 A003427	10:CONDOMINIUMS	387	COMMERCIAL ST	BUTRANON SIRIPORN	1,398,500	1,440.46

042 A003428	10:CONDOMINIUMS	387	COMMERCIAL ST	ANGELIQUE HOLLY	706,300	727.49
042 A003429	10:CONDOMINIUMS	387	COMMERCIAL ST	TRAIN DANIEL E &	725,100	746.85
042 A003430	10:CONDOMINIUMS	387	COMMERCIAL ST	DPD LOT 3 LLC	1,221,800	1,258.45
042 A003431	10:CONDOMINIUMS	387	COMMERCIAL ST	WRIGHT WILLIAM &	1,058,300	1,090.05
042 A003432	10:CONDOMINIUMS	387	COMMERCIAL ST	WANDER PHILIP &	701,300	722.34
042 A003433	10:CONDOMINIUMS	387	COMMERCIAL ST	BESSEY DAVID H &	1,622,800	1,671.48
042 A003434	10:CONDOMINIUMS	387	COMMERCIAL ST	SANO EMIKO EMILY JOY &	1,430,900	1,473.83
042 A003435	10:CONDOMINIUMS	387	COMMERCIAL ST	IRWIN WENDY J &	704,800	725.94
042 A003436	10:CONDOMINIUMS	387	COMMERCIAL ST	GRAFF RICHARD PAUL &	878,900	905.27
042 A003522	10:CONDOMINIUMS	387	COMMERCIAL ST	HEROLD ROBERT W &	1,677,700	1,728.03
042 A003523	10:CONDOMINIUMS	387	COMMERCIAL ST	WAUGH DUANE W TRUSTEE	1,054,000	1,085.62
042 A003524	10:CONDOMINIUMS	387	COMMERCIAL ST	STROPKAY SHARYL &	1,358,400	1,399.15
042 A003525	10:CONDOMINIUMS	387	COMMERCIAL ST	STEIN EDWARD S TRUSTEE	972,200	1,001.37
042 A003526	10:CONDOMINIUMS	387	COMMERCIAL ST	DAVIS J STAIGE TRUSTEE	1,009,300	1,039.58
042 A003527	10:CONDOMINIUMS	387	COMMERCIAL ST	RHAME LUCY STREET TRUSTEE	1,525,700	1,571.47
042 A003528	10:CONDOMINIUMS	387	COMMERCIAL ST	O'NEIL TAMATHA S &	706,300	727.49
042 A003529	10:CONDOMINIUMS	387	COMMERCIAL ST	CLARK ERIC A	700,100	721.10
042 A003530	10:CONDOMINIUMS	387	COMMERCIAL ST	TATEM ANN HILARY	1,466,100	1,510.08
042 A003531	10:CONDOMINIUMS	387	COMMERCIAL ST	DPD LOT 3 LLC	1,175,900	1,211.18
042 A003532	10:CONDOMINIUMS	387	COMMERCIAL ST	FACCADIO LISA A ETAL JTS	748,100	770.54
042 A003533	10:CONDOMINIUMS	387	COMMERCIAL ST	NEWSTEAD GILLIAN &	1,487,600	1,532.23
042 A003534	10:CONDOMINIUMS	387	COMMERCIAL ST	BEVINGTON JENNIFER TRUSTEE	1,561,000	1,607.83
042 A003535	10:CONDOMINIUMS	387	COMMERCIAL ST	MAILLOUX REBECCA &	755,200	777.86
042 A003536	10:CONDOMINIUMS	387	COMMERCIAL ST	MURPHY SUE B &	988,700	1,018.36
042 A003612	10:CONDOMINIUMS	387	COMMERCIAL ST	FORD GEORGE W III &	2,775,000	2,858.25
042 A003613	10:CONDOMINIUMS	387	COMMERCIAL ST	HELVIG DEBBIE &	2,173,100	2,238.29
042 A003614	10:CONDOMINIUMS	387	COMMERCIAL ST	POND WILLIAM A JR &	1,883,400	1,939.90
042 A003615	10:CONDOMINIUMS	387	COMMERCIAL ST	DPD LOT 3 LLC	1,058,300	1,090.05
042 A003616	10:CONDOMINIUMS	387	COMMERCIAL ST	SIEGEL ASHLEY &	805,500	829.67
042 A003617	10:CONDOMINIUMS	387	COMMERCIAL ST	WASHBURN JANICE C &	1,555,200	1,601.86
042 A003618	10:CONDOMINIUMS	387	COMMERCIAL ST	AYER LOREN &	988,700	1,018.36
042 A003707	10:CONDOMINIUMS	387	COMMERCIAL ST	SCHEINDEL MARILYS C JTS ETAL	2,519,800	2,595.39
042 A003708	10:CONDOMINIUMS	387	COMMERCIAL ST	DPD LOT 3 LLC	1,516,300	1,561.79
042 A003709	10:CONDOMINIUMS	387	COMMERCIAL ST	DPD LOT 3 LLC	1,650,100	1,699.60
042 A003710	10:CONDOMINIUMS	387	COMMERCIAL ST	DPD LOT 3 LLC	1,885,300	1,941.86
042 A003711	10:CONDOMINIUMS	387	COMMERCIAL ST	SCHOLDER TARA &	855,800	881.47
042 A003712	10:CONDOMINIUMS	387	COMMERCIAL ST	FORSGATE LANDING LLC	1,406,500	1,448.70
042 A007001	22:OFFICE BUSINESS	54	YORK ST	54 YORK LLC	2,902,700	2,989.78
042 C001110	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001120	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001130	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C00114A	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C00114B	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C00114C	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C00114D	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001150	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001160	54:BENEVOLENT & CHARITABLE	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001170	54:BENEVOLENT & CHARITABLE	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C00118A	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-

042 C00118B	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001190	54:BENEVOLENT & CHARITABLE	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001210	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001310	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001320	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001330	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
042 C001CCL	55:LITERARY & SCIENTIFIC	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	-	-
045 A001001	27:MULTI-USE COMMERCIAL	660	CONGRESS ST	A K LONGFELLOW LLC	1,025,700	1,056.47
045 A002001	27:MULTI-USE COMMERCIAL	656	CONGRESS ST	RICE GEOFFREY I	2,349,500	2,419.99
045 A003001	27:MULTI-USE COMMERCIAL	638	CONGRESS ST	638 CONGRESS STREET	18,417,900	18,970.44
045 A033001	15:5 TO 10 FAMILY	177	STATE ST	RANS LLC	1,113,300	1,146.70
045 A034001	21:RETAIL SERVICES	664	CONGRESS ST	RANS LLC	1,039,600	1,070.79
045 A035001	21:RETAIL SERVICES	670	CONGRESS ST	LONGFELLOW SQUARE	988,800	1,018.46
046 C011001	27:MULTI-USE COMMERCIAL	675	CONGRESS ST	RITA LINDA LLC	798,900	822.87
046 C012001	21:RETAIL SERVICES	673	CONGRESS ST	DOUKAS ANDREW J	425,000	437.75
046 C013001	21:RETAIL SERVICES	671	CONGRESS ST	DOUKAS ANDREW J &	389,200	400.88
046 C019001	27:MULTI-USE COMMERCIAL	667	CONGRESS ST	REDFERN LONGFELLOW LLC	32,416,200	33,388.69
046 D008001	11:SINGLE FAMILY	15	AVON ST	WIEDERKEHR RYAN A	709,900	731.20
046 D017001	53:RELIGIOUS	156	HIGH ST	WILLISTON-IMMANUEL UNITED CHURCH	-	-
046 D018001	21:RETAIL SERVICES	653	CONGRESS ST	RICE GEOFFREY TRUSTEE	508,700	523.96
046 D021001	27:MULTI-USE COMMERCIAL	655	CONGRESS ST	TRELAWNY 657 LLC	14,848,900	15,294.37
046 D022001	27:MULTI-USE COMMERCIAL	645	CONGRESS ST	GASTONIA LLC	10,164,500	10,469.44
046 D026001	27:MULTI-USE COMMERCIAL	633	CONGRESS ST	BURNHAM ARMS LLC	6,458,400	6,652.15
046 D027001	40:VACANT LAND	629	CONGRESS ST	BURNHAM ARMS ANNEX LLC	392,300	404.07
046 D028001	21:RETAIL SERVICES	625	CONGRESS ST	BURNHAM ARMS ANNEX LLC	609,800	628.09
046 D029001	22:OFFICE BUSINESS	619	CONGRESS ST	BAXTER BUILDING LLC	5,630,900	5,799.83
046 D031001	22:OFFICE BUSINESS	142	HIGH ST	CROSTONE PORTLAND LLC	5,912,300	6,089.67
055 E037001	27:MULTI-USE COMMERCIAL	190	STATE ST	HUCKSTER'S ROW PROPERTIES LLC	1,497,900	1,542.84
055 E039001	27:MULTI-USE COMMERCIAL	188	STATE ST	LONGFELLOW SQUARE	2,160,700	2,225.52
444 A001001	56:GOVERNMENTAL	54	COMMERCIAL ST	CITY OF PORTLAND	-	-
444 A00500A	56:GOVERNMENTAL	46	COMMERCIAL ST	CITY OF PORTLAND	-	-
444 A00500B	20:COMMERCIAL CONDOS	46	COMMERCIAL ST	CASCO BAY MHR LLC	7,280,000	7,498.40
444 A011001	58:LAND BANKS	54	COMMERCIAL ST	CITY OF PORTLAND	-	-
					2,280,847,520	2,349,272.95

MEMORANDUM
City Council Agenda Item

FROM: Brendan O'Connell

DATE: July 16, 2025

SUBJECT: Order 20-25/26 Order Approving the Agreement Between the City of Portland and Portland Downtown For Fiscal Year 2025-2026 - Sponsored by the Finance Committee, April Fournier, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/14/2025

Final Action 8/11/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order to the Adopting Development Program for Portland Downtown for Fiscal Year 2025-2026 order above.

This item must be read on two separate days. It received its first reading on July 14. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Approving the Agreement Between the City of Portland and Portland Downtown For Fiscal Year 2025-2026
2. 2025-2026 Portland Downtown Agreement for CC

Prepared by:
Brendan O'Connell
Date: 07/16/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE AGREEMENT BETWEEN THE CITY OF PORTLAND
AND PORTLAND DOWNTOWN FOR FISCAL YEAR 2025-2026**

ORDERED, that the Agreement between the City of Portland and the Downtown Improvement District, Inc. doing business as Portland Downtown is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute said Agreement in substantially the form attached hereto and any other documents necessary to effect the intent of this Order, and to carry out the Development Plan for the Downtown Improvement District for the period from and after its Effective Date and ending June 30, 2026.

**AGREEMENT BETWEEN
THE CITY OF PORTLAND
AND
DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

AGREEMENT made as of the 1st day of July, 2025, (the “Effective Date”) by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, (the “City”) and **DOWNTOWN IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN**, a Maine non-profit corporation, having its office and place of business at Portland, Maine (“**Portland Downtown**” or “**PD**”).

WHEREAS, by Council Orders 306-91/92 dated March 16, 1992, 185-94/95 dated February 22, 1995, 158-03/04 dated March 1, 2004, and 242-18/19 dated June 18, 2018, the City has approved an economic development district designated as the “Downtown Improvement District” (hereinafter, the “District”), a description and map of which are attached hereto as Exhibits A and B respectively and incorporated herein; and

WHEREAS, in 1992 the private sector formed an independent, non-profit corporation that has since managed Portland Downtown in fulfilling its mission, which includes, in part, the administration of the provision of supplemental services to the District, as described herein; and

WHEREAS, Portland Downtown is in need of services within the District which supplement the baseline services provided by the City (“Supplemental Services”) and the City is willing to provide Supplemental Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. Term

- a. The term of this Agreement shall commence on the Effective Date and expire on June 30, 2026 (the “Term”).

ARTICLE II. Financial Considerations

- a. The City will levy development district assessments (“Development District Assessments”) on property in the District as authorized by the City Council and permitted by law. City-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the City.

- b. For the period commencing on the Effective Date and ending June 30, 2026, the City will pay Portland Downtown in monthly installments, to reflect the Development Plan budget net of the all-inclusive administrative fee defined below. Installment payments will be made on the 1st of each month beginning July 2025 through and including June 1, 2026. Portland Downtown agrees to an all-inclusive administrative fee, defined as direct and indirect costs, of Eighteen Thousand Four Hundred Dollars (\$18,400.00). The active tax roll for the Improvement District will be provided to Portland Downtown no later than November 1 each year.
- c. Notwithstanding the foregoing, Portland Downtown agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit C, or any subsequent amendments thereto approved by the City.
- d. Portland Downtown has approved Portland Downtown's budget and Development Program in Exhibit C, covering the period beginning on July 1, 2025, and ending on June 30, 2026, and the City Council has approved the special assessment mil rate that provides funding to support the Portland Downtown's budget and Development Program.
- e. Portland Downtown will provide the Director of Finance with an annual certified financial statement, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- f. Portland Downtown shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Portland Downtown's books and records.

Article III. Baseline Services To be Provided By City

- a. The City will provide, at no expense to Portland Downtown, all of the services included on the list entitled Baseline City Services that is attached hereto as Exhibit D and made a part hereof (the "Baseline City Services"). The specific nature and amount of such Baseline City Services shall be determined in the City's reasonable discretion.
- b. The City may reduce the Baseline City Services at its discretion at any time, but only as part of a City-wide reduction in such services. The City will provide thirty (30) days notice in advance of any Citywide reduction

Article IV. Supplemental Downtown District Services To Be Provided By City For A Fee

- a. The City will provide all of the services included on the list entitled Supplemental Downtown District Services that is attached hereto as Exhibit E and made a part hereof. In consideration of the City's provision of the Supplemental Downtown District Services, Portland Downtown shall pay the City the total amount set forth in Exhibit F, Public Works Budget, in equal monthly installments during the term of this Agreement.
- b. The City shall endeavor to assign the following City staff (the "City Downtown Staff") to perform the Supplemental Downtown District Services weekly during the term of this Agreement:

1 Public Works Supervisor – Daytime
1 Public Works Foreperson - Daytime
1 Portland Downtown Steward – Daytime
5 Maintenance Workers – 5 Daytime
1 Seasonal Laborer, April 15 – October 31 - Days

The City Downtown Staff shall either be employees of or contractors for the City and shall not be considered to be employees of Portland Downtown. The City reserves the right to increase or decrease the number of City Downtown Staff and to change their hours and schedules if it determines that such increase or decrease is in the City's best interests, provided that any decrease in such staff shall not result in a material decrease in the Supplemental Downtown District Services. The City will provide thirty (30) days notice to Portland Downtown in advance of any decrease/change.

- c. The City's Public Works Director and/or designee (the "City Director") and Portland Downtown's Executive Director and/or designee (the "PD Director") agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations and to share updated information on service activities, programs and projects.
- d. Portland Downtown and City Manager will meet annually on or around April of each year to discuss prioritization of larger projects within the District generally included in baseline services or CIP and managed by other City teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects.
- e. In the event Portland Downtown requests services from City in addition to those included herein, City shall have the option, in its sole discretion, to provide such services with payment to be made by Portland Downtown for any such services on a time and materials basis, or such other basis as the parties may agree in writing. The budget for additional services must be agreed to in advance by the parties. "Time" as used herein shall mean all of the City's employee costs, i.e. hourly wages or salary, and "materials" as used herein shall mean the actual cost to the City of equipment, materials and/or

supplies provided or used in connection with such services, with no additional markup. In such cases the City shall provide a detailed and itemized invoice of the individuals providing the service, the time spent by the individuals and the volume and unit cost of materials expended.

- f. It is understood and agreed by the parties that City will adopt an expenditure budget, Exhibit F, which shall be provided to Portland Downtown for preliminary review no later than March 20, 2025, and which will include the cost of the Supplemental Downtown District Services, and that the City will adopt a revenue budget that will provide for the reimbursement of such costs by Portland Downtown as provided hereunder. In the event that either Portland Downtown or the City anticipates that there will be insufficient revenues to pay for such Supplemental Downtown District Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Downtown District Services that the City is able to provide. It shall be the responsibility of PD to notify City as soon as reasonably possible if such Supplemental Downtown District Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the City will have no obligation to provide Supplemental Downtown District Services in excess of PD funds available to reimburse City. The City will have the right, but not the obligation, to continue to provide such Supplemental Downtown District Services to the extent provided in the City budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under this Agreement.
- g. In addition to any required City work uniforms, City Downtown Staff will wear vests already purchased by the City, which include the Portland Downtown logo.
- h. Prior to any discussion of modifying, adjusting or terminating this Agreement, Portland Downtown shall invite the City Manager or their designee to a meeting of the Board to discuss such contemplated modification, adjustment or termination.

Article V. Services To Be Provided By Portland Downtown.

- a. Except for the Supplemental Services, which shall be provided by the City and paid for by Portland Downtown in accordance with Article IV, Portland Downtown, shall provide the services described in Exhibit C, Portland Downtown's Budget and Development Plan.
- b. In addition to the services described in Exhibit C, Portland Downtown may, at its own expense:
 - i. Provide staff and administrative services for supervision of the daily activities and public space management of the District.

- ii. Establish positions for administration and management of its programs;
- iii. Recruit, hire, and pay and otherwise supervise its work force necessary such that it can successfully fulfill its responsibilities.
- iv. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
- v. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Portland Downtown. As such time, a dispute cannot be resolved the City Manager will be notified.
- vi. Provide liaison between the City, the District, property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the Portland Downtown.
- vii. Maintain all minutes and records of Portland Downtown proceedings as may be required.
- viii. Participate in decoration, activation, and beautification of public places in the District.
- ix. Sponsor and promote public events to take place on or in public places in the District, subject to the provisions in Exhibit E.
- x. Provide advice or feedback to City staff about proposed events in public spaces within the District by sharing various permits the City approves in the District.
- xi. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.
- xii. Maintain existing pedestrian wayfinding signage for the District in accordance with applicable City codes and ordinances.
- xiii. Conduct public relations, generating favorable publicity for, and enhancing economic growth in, the District.
- xiv. Facilitate management of the Visitor Information Booth in Tommy's Park.
- xv. Engage in partnerships with other organizations to provide programs and services.
- xvi. Install pole banners in the District, provided that Portland Downtown shall obtain the consent of the City's Director of Parks, Recreation and Facilities, or his or her designee, in consultation with Public Works crew, prior to the installation of any banners.
- xvii. Monitor performance of City Downtown Staff through specific PD access to "See, Click, Fix" software. PD may also track and evaluate outcomes to ensure alignment with this Agreement. Data will be reported to the City's Director of Public Works by PD's staff during the monthly meeting as designated in Article IV, Section c.

Nothing in this Agreement is intended to or shall be construed to limit Portland Downtown's general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE VI. Termination.

- a. This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the City at such time as Portland Downtown's performance under this Agreement has been determined in the exclusive judgment of the City Manager to be unsatisfactory, which determination shall not be unreasonable.
- b. If Portland Downtown should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the City Manager specifying such failure, then, upon expiration of the thirty (30) day period, the City Manager may provide Portland Downtown with notice of their intention to terminate the Agreement as provided herein. Portland Downtown shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the City Manager should determine, at the expiration of the ninety (90) day period, that Portland Downtown's performance is still unsatisfactory and declare that the Agreement is terminated, the City Manager shall provide Portland Downtown with a written notice of termination. Portland Downtown shall have the right to appeal his decision to the City Council. PD shall file such appeal with the City Manager within seven (7) business days from the date Portland Downtown receives the notice of termination. The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the City Council has acted on the appeal.
- c. Portland Downtown shall be deemed to have good cause to terminate this Agreement if (i) the City, pursuant to the provisions of Article II, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from the Effective Date to December 31, 2025, and January 1, 2026 to June 30, 2026; (ii) if the City should be more than 30 days in arrears in any payment due hereunder; or (iii) the City should fail to provide the Supplemental Downtown District Services in a material and substantial way. In the event Portland Downtown should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.
- d. Nothing herein shall be construed as giving Portland Downtown the right to perform the work contemplated under this Agreement beyond the time when Portland Downtown's services become unsatisfactory as determined by the City Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the City Council has affirmed the City Manager's decision. In case Portland Downtown should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of Portland Downtown to fulfill its obligations under this Agreement, Portland Downtown shall be reimbursed for all services satisfactorily performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, Portland Downtown shall:

1. With respect to existing activities, take only such actions as the City Manager shall

- direct;
2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Portland Downtown in and to all existing orders and agreements.
 3. To the extent rights, title and interests of Portland Downtown in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Portland Downtown shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
 4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Portland Downtown as part of or in connection with the work.
- e. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.
- f. In the event Supplemental Downtown District Services are terminated for any reason by either party, it shall be in City's discretion as to whether it will continue or resume providing such Supplemental Downtown District Services.

ARTICLE VII. Assignment

Portland Downtown covenants and agrees that it will neither assign nor transfer any rights hereunder, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VIII. Performance of Services

All services performed under this Agreement shall be performed in a good, workmanlike fashion.

ARTICLE IX. Compliance with Law

Portland Downtown will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. Portland Downtown shall include a similar provision in each of its subcontracts.

ARTICLE X. Indemnification

- a. Portland Downtown shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:

1. to the fullest extent permitted by law, Portland Downtown shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Portland Downtown, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
2. all claims and liens of Portland Downtown's consultants, subcontractors, and their laborers, mechanics, material, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.
3. Notwithstanding the foregoing, nothing herein shall be construed as waiving or otherwise voiding the City's right to all protections under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et. seq., as the same may be amended from time to time.

ARTICLE XI. Insurance

- a. Neither Portland Downtown nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, the Portland Downtown will procure and maintain:
 - Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, including completed operations coverage for no less than two years following completion of the Work;
 - Occurrence-based Automobile Liability Insurance coverage for any Portland Downtown owned vehicles in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
 - Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability and Automobile Liability Insurance, the Portland Downtown shall name the CITY as an additional insured for coverage for

claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY. Policies required herein shall be primary and noncontributory. Prior to execution of this Agreement, the Portland Downtown shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from the insurance provider or agent. Portland Downtown shall also provide a copy of any endorsement naming the CITY as additional insured. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, Portland Downtown shall provide CITY with a complete copy of any of the above-referenced policies. Portland Downtown shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). CITY's acceptance or lack of acceptance of Portland Downtown's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Portland Downtown's obligation to obtain and maintain such insurance as required by this agreement. If the Portland Downtown maintains broader coverage and/or higher limits than the minimum shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the Portland Downtown.

Article XII. No Joint Venture; Independent Contractors

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.
- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without

limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.

- c. Nothing in this Agreement is intended to or does prohibit Portland Downtown or the City from entering into any other contractual relationship with each other or any third party.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2025.

WITNESS

CITY OF PORTLAND

By: _____
Danielle P. West
Its City Manager

WITNESS

**DOWNTOWN IMPROVEMENT
DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

By: _____
Dawn Homa
Its Board Chair

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

EXHIBIT A

(Insert Map of District)

EXHIBIT B

(Insert Legal Description of District)

EXHIBIT C

PORTLAND'S DOWNTOWN DISTRICT	
July 2025 - June 2026	
	Total
Income	
ASSESSMENT REVENUE	2,329,931.89
CONTRIBUTIONS INCOME	750.00
EVENT INCOME	39,000.00
INTEREST INCOME	2,643.18
MURAL INCOME	13,125.00
P&W INCOME	2,700.00
Total Income	2,388,150.07
Expenses	
CLEAN INITIATIVES	
ALLEYWAY ACTIVATION EXPENSE	262.50
CLEAN & SAFE EXPERIENCE	5,040.00
FIXED FEE FOR DID ADMIN	10,550.00
PUBLIC ART	28,593.75
PUBLIC RESTROOM MAINTENANCE, ETC	36,750.00
REPAIRS & IMPROVEMENTS	5,229.00
SUPPLEMENTAL SERVICES CONTRACT	616,650.00
Total CLEAN INITIATIVES	703,075.25
DAYS / EVENTS	22,795.00
EMPLOYEE COSTS	439,240.95
INSURANCE	4,987.50
LIGHT UP YOUR HOLIDAY EXPENSES	43,392.50
MARKETING	41,355.00
OPERATIONS COSTS	110,247.78
ORGANIZATIONAL ACTIVITIES	19,725.00
PROFESSIONAL FEES	8,900.00
PROGRAMS AND PARTNERSHIPS	
AMBASSADORS	750,000.00
BEHAVIORAL HEALTH	10,000.00
CAMERA PROGRAM	1,000.00
COMMONSPACE	5,000.00
MILESTONE HOMETEAM	10,000.00
POLICE CADET PROGRAM EXPENSE	25,000.00
WINTER LIGHTS	110,000.00
Total PROGRAMS AND PARTNERSHIPS	911,000.00
RENT AND UTILITIES	48,431.09
SPACE ACTIVATION	35,000.00
Total Expenses	2,388,150.07
Net Income	0.00

EXHIBIT D

BASELINE CITY SERVICES

(To be provided City-wide by the City at no cost to Portland Downtown)

Capital Improvements and Maintenance

- Streetscape Amenity Maintenance - The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trash cans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. All repairs, etc., will take place within a reasonable time after notice of need.
- Sidewalks - To the extent it is funded, the City will undertake an on-going sidewalk maintenance program to repair existing sidewalks and replace bituminous repairs with permanent repairs.
- Lighting, maintenance, and replacement of all street lights and traffic signals and payment for necessary electrical energy.
- Parks, playgrounds, and trails.

Beautification

- Horticulture and tree care in parks, squares and streets.
 - In all public areas, the City will maintain and improve the condition of flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activities shall include the initial planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees.
- Green space maintenance.
 - The City shall maintain and mow all public grassed areas.
- Holiday Decorations. The City will install and remove downtown Holiday decorations throughout the District to include Holiday trees at Monument Square and City Hall Plaza, and provide for electrical energy related costs. This paragraph does not include installation or removal of, or any costs associated with, any of Pandora Lacasse's Winter Lights, which shall be installed and removed at Portland Downtown's sole expense.

Cleanliness

- Street sweeping - All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line on an as needed basis.
- Trash removal – Daily and when necessary emptying of all trash and recycling receptacles in the downtown improvement district zone and disposal of resulting waste.
- Street snow plowing and removal - The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.

- Graffiti removal on public property.
- Downtown Blitz - This is a two-week program for time duration. Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trash cans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each Spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

Safety

- Police protection.
 - A minimum of 4 uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
 - As long as the Community Policing Officer Program is in effect, at least one Community Police Officer will be assigned to the Downtown Improvement District area.
 - Holiday Patrol—from the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels.
- Fire protection.

EXHIBIT E

SUPPLEMENTAL DOWNTOWN DISTRICT SERVICES

(To be provided in the District by City at an annual fixed fee)

Cleanliness, Maintenance, Snow Removal

- Litter patrol, collection, and disposal on streets, sidewalks, tree wells and public areas within the District.
- Graffiti removal from City property within 5 days of notification.
- Removal of posters from PD poster boards.
- Check condition, catalog, and if necessary paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items:
 - Benches;
 - Trash/recycling receptacles;
 - Light pole bases; and,
 - Planters.
- Sidewalks will be cleaned on a daily basis, weather and season permitting.
- Sidewalk snow removal: All property owners in the District are responsible for maintaining their sidewalks and property in the winter pursuant to Portland City Code §§25-171 to 25-180. Following a snowstorm, the City will provide a clear walkway no less than the width of a sidewalk tractor's capability. To the extent reasonable, the City will clear the sidewalk area, but it is not the intent of the parties that the City will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed due to equipment capability, the City, in its discretion, may choose to delay clearing of the sidewalks but must complete the work within 24 hours of the storm being complete.
- Maintenance and cleaning of Visitor Information Booth in Tommy's Park at least once per month during season (May-October). "Quick response" repairs, such as missing bricks or landscaping damage shall be performed by City Downtown Staff as soon as possible.

Beautification

- In addition to horticultural obligations of the City under Exhibit D, the City shall plant flowers and other plants in all flower urns in the District, regularly remove weeds from tree wells, and improve and maintain the same. In performing such services, the City shall pay particular attention to Longfellow Square, Congress Square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, Lincoln Park, Pleasant Street Park, and Bell Buoy Park.

Events in the District

- Portland Downtown provides events as described in its Budget and Development Program attached as Exhibit C.
- In connection with these events, the City will provide, at no expense to Portland Downtown, the following:
 - Waived event permit fees.
 - “No Parking” signs, wooden barricades, recycling services.
 - Access to City electricity service in public spaces.
 - Police and Fire Department services for Portland Downtown’s annual Tree Lighting event.
 - Support for the Monumental Market in Monument Square, Fridays, June - October, including but not limited permitting to allow vendors/growers to sell their wares in-line with all appropriate laws of Portland and Maine related to selling Maine-grown produce.
- Notwithstanding the above, Portland Downtown shall be required to comply with all Public Assembly Facilities Division permit requirements and shall be responsible for the City’s costs of the following services at the City’s standard rates:
 - Street closure expenses, including threat prevention;
 - Event personnel, including staff and managers;
 - Police and Fire personnel directly related to an event at no cost.
- The City will invoice Portland Downtown for all such services at its then current rates, and Portland Downtown shall pay the City all amounts due within 30 days after receipt of such invoices. Portland Downtown shall also be responsible for paying the City’s Permitting and Inspections Department for any applicable fees associated with licenses required for its events, including, without limitation, licenses for temporary food service, street goods, and liquor.

Exhibit F

Public Works Budget

Account Description	2026 COUNCIL Budget
PDD Charges for Services	(\$616,650.00)
PDD Salaries & Wages	\$512,911.00
PDD Temporary Help	\$0.00
PDD Overtime Payments	\$74,704.00
PDD Workers' Comp	\$0.00
PDD Wearing Apparel	\$2,850.00
PDD Cell Phone EE Reimb	\$600.00
PDD Administrative Svcs	\$400.00
Travel / Training / Meetings	\$0.00
PDD Contractual Svcs	\$0.00
PDD Advertising	\$100.00
PDD Lab & Medical Svcs	\$250.00
PDD Printing	\$50.00
PDD Temporary Services	\$39,440.00
PDD M&R Buildings	\$0.00
PDD M&R Other Equip	\$300.00
PDD M&R Vehicles	\$0.00
PDD Office Equip Rental	\$360.00
PDD Agricultural Supply	\$400.00
PDD Supplies-All Other	\$12,850.00
PDD Construction Supply	\$1,000.00
PDD Cleaning Supplies	\$1,000.00
PDD Medical Supplies	\$450.00
PDD Minor Equipment	\$2,600.00
PDD Computers & Tech	\$0.00
PDD Office Supplies	\$600.00
PDD Minor Capital Items	\$0.00
PDD Gas Service	\$0.00
PDD Electricity	\$2,000.00
PDD Telephone	\$0.00

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 31, 2025

SUBJECT: Order 26-25/26 Setting Election Date on a Citizen Initiative Amendment to the Portland City Code Chapter 17 RE: An Act to End Fugitive Coal Dust - Sponsored by Ashley Rand, City Clerk

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

The public hearing for this Citizen Initiative was set at the July 14, 2025 City Council meeting by Order 8-25/26. Along with receiving public comment, the City Council will vote to set the election date of November 4, 2025.

Staff recommend postponing this item to August 25, 2025. Five affirmative votes are required to postpone.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Setting an Election Date for Coal Dust

2. Citizen Initiative Referendum Memo re Options and Procedures for An Act to End Fugitive Coal Dust 070925
3. Coal Dust-Certification
4. An Act to End Fugitive Coal Dust (1) (3)

Prepared by:

Date: 07/31/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER SETTING ELECTION DATE ON A CITIZEN INITIATIVE AMENDMENT TO
THE PORTLAND CITY CODE CHAPTER 17
RE: AN ACT TO END FUGITIVE COAL DUST**

ORDERED, that the amendment to the Portland City Code called An Act to End Fugitive Coal Dust, a copy of which is attached to and made a part of this Order, shall be submitted to the voters of the City, on a ballot with the below summary only as determined necessary by the City Clerk, at the municipal election on November 4, 2025; and

BE IT FURTHER ORDERED, that the Portland City Clerk shall be authorized to place the following question and summary on the ballot, as shown below:

Do you favor the change in the city ordinance proposed by citizen petition as summarized below?

An Act to End Fugitive Coal Dust

An Act to End Fugitive Coal Dust seeks to protect public health, safety and property in Portland by eliminating coal dust by (1) requiring that any delivery, handling and storage of more than 1 ton of coal must occur under a permanent covering starting January 1, 2027, and (2) prohibiting the delivery, handling and storage of more than 1 ton of coal in the City of Portland after January 1, 2030. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Any individual or entity who fails to comply with this ordinance after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this ordinance. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

EXHIBIT A

An Act to End Fugitive Coal Dust

An Act to End Fugitive Coal Dust seeks to protect public health, safety and property in Portland by eliminating coal dust by (1) requiring that any delivery, handling and storage of more than 1 ton of coal must occur under a permanent covering starting January 1, 2027, and (2) prohibiting the delivery, handling and storage of more than 1 ton of coal in the City of Portland after January 1, 2030. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Any individual or entity who fails to comply with this ordinance after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this ordinance. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

BE IT ORDAINED:

That Chapter 17, Subsections 17-140 through 17-143 of the Portland City Code are hereby amended to read as follows:

Chapter 17 OFFENSES, MISCELLANEOUS PROVISIONS*

Art. XI. Facial Recognition Technology, §§ 17-130--17-138

Art. XII. Ending Fugitive Coal Dust, §§ 17-140--17-143

ARTICLE XII. ENDING FUGITIVE COAL DUST

Sec. 17-140. Purpose

The purpose of this article is to protect the citizens of the City of Portland from the public health threat of fugitive coal dust.

Industrial-scale coal storage is dangerous. 45,000 tons of coal are delivered, handled and stored in open-air piles along the Portland waterfront every year. This open-air coal pile sits within 1 mile of 3 schools and 3 health centers. Buildings located near the open-air coal piles are covered in visible layers of dangerous fugitive coal dust. Coal dust exposure is linked to increased rates of cancers as well as lung and heart disease. The economic harm to public health and property from

open air coal piles is substantial. Estimates suggest that coal deliveries, handling and storage on Portland's waterfront results in approximately \$11,000,000 in health and property damages annually (\$20 per month per ton delivered). Despite the absence of any public coal-fired power plants in Maine, these local costs persist. There are no local, state or federal laws regulating fugitive coal dust to effectively protect our community from exposure to these risks and damages. This ordinance limits the risks of fugitive coal dust by requiring a permanent covering and ultimately prohibiting coal delivery, handling and storage.

Sec. 17-141. Definitions

For the purposes of this Article, the following terms have the following meanings:

Coal: Any sedimentary deposit of mined carbon-based fuel and including anthracite, bituminous, subbituminous and lignite coal.

1 Ton of Coal: A pile of coal with a weight of 2,000 pounds, or a short ton. With respect to volumetric estimates for the coal: 1 ton of coal represents 1/2,000th of an acre-foot of anthracite, 1/1800th of an acre-foot of bituminous, 1/1,770th of an acre-foot of subbituminous and 1/1,750th of an acre-foot of lignite coal where 1 acre = 43,560 feet² and 1 foot' of water = 62.6 pounds.

Delivery: Transportation by means of marine vessel, truck, trailer or rail from an outside source to the destination within Portland, Maine.

Handling: Manipulating a coal pile by truck, tractor, or shovel, including driving on a coal pile, moving the coal, depositing the coal for delivery, transferring the coal and treating the coal with natural or synthetic materials or liquids. Handling also includes moving coal from one place to another including, but not limited to, dropping it by shovel from a marine vessel or pile into a hopper, truck, or open train car.

Storage: Maintaining a pile of coal in place for greater than 1 day's duration.

City of Portland: All of the land within the boundaries of the City, including, without limitation, the Waterfront Development Growth Area, and all other portions of the shore and coastline abutting the boundaries of the City.

Sec. 17-142. Ending Fugitive Coal Dust.

Any and all industrial coal delivery, handling, and storage of more than one ton of coal in the City of Portland must occur under a permanent covering starting January 1, 2027. The covering must meet industry standards and best management

practices to contain emissions of fugitive coal dust in a safe and effective manner. Commencing January 1, 2030, no coal delivery, handling or storage of coal in an amount greater than 1 ton will be permitted in the City of Portland to end fugitive coal dust.

Sec. 17-143. Enforcement.

The City's Code Enforcement Officers shall have the primary responsibility for enforcement of this Article. Any individual or entity who fails to comply with this regulation Article after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this Article. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

Office of Corporation Counsel

Michael Goldman, *Corporation Counsel*

Amy McNally, *Associate Corporation Counsel*

Nicole Albert, *Associate Corporation Counsel*

Rachel Millette, *Associate Corporation Counsel*

Avery Dandreta, *Associate Corporation Counsel*



MEMORANDUM

To: Mayor Dion and Members of the City Council

From: Michael Goldman, Corporation Council

Date: July 9, 2025

Subject: Citizen Initiative Referendum Options and Procedures; An Act to End Fugitive Coal Dust

As you know, by email dated June 30, 2025 (the “Clerk’s Report”), the City Clerk has certified that the petitioners for An Act To End Fugitive Coal Dust (the “Initiative”) have gathered sufficient signatures for the citizen initiative process set forth in Chapter 9 of the City Code. The Initiative includes the addition of sections 17-140 to 17-143 to Chapter 17 of the City Code. A copy of the Initiative is attached hereto as Exhibit A. This memorandum describes the procedural requirements applicable to the Initiative and options that the City Council has in addressing the Initiative under Chapter 9 of the City Code.

1. Section 9-36(f) provides that at the City Council’s first regular meeting after receipt of a report from the Clerk that a citizen initiative petition is sufficient and has at least one thousand five hundred (1,500) valid signatures (the “Clerk’s Report”), the Council must set a date for a public hearing on the Initiative within thirty (30) calendar days (the “Public Hearing”).
 - a. The Council received the Clerk’s Report on June 30, 2025. Accordingly, at its meeting on July 14, 2024, the Council will be asked to set August 11, 2025 as the date for a public hearing on the Initiative.
2. After the Council approves an order setting a public hearing for an initiative, Chapter 9 generally provides the Council with three options as to how to proceed during the public hearing:
 - a. The first option is that the Council can send the Initiative out to the voters for their review and approval by setting a special election date.

July 9, 2025

- i. The election date has to be held not less than sixty (60) and not more than one hundred fifty (150) calendar days after the Council meeting at which the election date is set. (Portland City Code Sec. 9-36(f), 9-39). If, however, the next regularly scheduled election falls between 60 and 180 days after that Council meeting, then the Initiative shall be included on the ballot for the regular election, and no special election is required.
- ii. The next regularly scheduled election is set for November 4, 2025. Because that election falls within the 60 to 180-day time frame after the hearing, no special election should be required.
- b. The second option that the Council ordinarily has is that it could pass the ordinance amendments included in the Initiative in their entirety. Doing so would typically put an end to all proceedings under the petition. (Portland City Code Sec. 9-36(f)).
- c. The third option is for the Council to create a competing measure and send both the Initiative and the competing measure to the voters for their review. The ballot would then ask the voters if they favor the Initiative or the competing measure, or if both measures should be rejected. (Portland City Code Sec. 9-41). To date, I am not aware of any competing measures being proposed by members of the Council.

If you have any questions regarding the proposed options and the procedural requirements discussed above, please do not hesitate to contact me directly, or we can discuss them further at the Council's meeting on this issue.

EXHIBIT A

City Clerk's Office

Ashley Rand, *City Clerk*

June 27, 2025



CLERK'S CERTIFICATION OF CITIZEN INITIATIVES:

An Act to End Fugitive Coal Dust

RE: Amendments to Portland City Code of Ordinances:

I HEREBY CERTIFY that the City Clerk's Office received a filing for the following:

Submitted to City Clerk's Office: June 23, 2025

Signatures Required: 1,500

I certify that the petitions filed on June 23, 2025 in my office regarding amendments to the Portland City Code of Ordinances contained the required 1,500 signatures for verification and deemed these petitions sufficient for placement on the November 4, 2025 General Municipal Election.

The following City Council meetings are scheduled:

FIRST READING/SETTING PUBLIC HEARING: July 14, 2025

SECOND READING/PUBLIC HEARING/SETTING THE ELECTION DATE: August 11, 2025

Ashley Rand

Ashley Rand, *City Clerk*

An Act to End Fugitive Coal Dust

Summary:

An Act to End Fugitive Coal Dust seeks to protect public health, safety and property in Portland by eliminating coal dust by (1) requiring that any delivery, handling and storage of more than 1 ton of coal must occur under a permanent covering starting January 1, 2027, and (2) prohibiting the delivery, handling and storage of more than 1 ton of coal in the City of Portland after January 1, 2030. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Any individual or entity who fails to comply with this ordinance after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this ordinance. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

ARTICLE XIII: Ending Fugitive Coal Dust

Sec 17-140: Purpose:

The purpose of this article is to protect the citizens of the City of Portland from the public health threat of fugitive coal dust.

Industrial-scale coal storage is dangerous. 45,000 tons of coal are delivered, handled and stored in open-air piles along the Portland waterfront every year. This open-air coal pile sits within 1 mile of 3 schools and 3 health centers. Buildings located near the open-air coal piles are covered in visible layers of dangerous fugitive coal dust. Coal dust exposure is linked to increased rates of cancers as well as lung and heart disease. The economic harm to public health and property from open air coal piles is substantial. Estimates suggest that coal deliveries, handling and storage on Portland's waterfront results in approximately \$11,000,000 in health and property damages annually (\$20 per month per ton delivered). Despite the absence of any public coal-fired power plants in Maine, these local costs persist. There are no local, state or federal laws regulating fugitive coal dust to effectively protect our community from exposure to these risks and damages. This ordinance limits the risks of fugitive coal dust by requiring a permanent covering and ultimately prohibiting coal delivery, handling and storage.

Sec 17-141: Definitions

For the purposes of this Article, the following terms have the following meanings:

Coal: Any sedimentary deposit of mined carbon-based fuel and including anthracite, bituminous, subbituminous and lignite coal.

1 Ton of coal: A pile of coal with a weight of 2,000 pounds, or a short ton. With respect to volumetric estimates for the coal: 1 ton of coal represents 1/2,000th of an acre-foot of anthracite, 1/1800th of an acre-foot of bituminous, 1/1,770th of an acre-foot of subbituminous and 1/1,750th of an acre-foot of lignite coal where 1 acre = 43,560 feet² and 1 foot³ of water = 62.6 pounds.

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Storage: Maintaining a pile of coal in place for greater than 1 day's duration.

City of Portland: All of the land within the boundaries of the City, including, without limitation, the Waterfront Development Growth Area, and all other portions of the shore and coastline abutting the boundaries of the City.

Sec 17-142: Ending Fugitive Coal Dust

Any and all industrial coal delivery, handling, and storage of more than one ton of coal in the City of Portland must occur under a permanent covering starting January 1, 2027. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Commencing January 1, 2030, no coal delivery, handling or storage of coal in an amount greater than 1 ton will be permitted in the City of Portland to end fugitive coal dust.

Sec 17-143: Enforcement

The City's Code Enforcement Officers shall have the primary responsibility for enforcement of this Article. Any individual or entity who fails to comply with this regulation Article after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this Article. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

AFFIDAVIT FILED PURSUANT TO §9-36 OF PORTLAND CITY CODE
SEEKING PETITIONS FOR INITIATION OF ORDINANCE

The undersigned hereby depose and say as follow:

- (1) The undersigned are registered voters of the City of Portland, whose respective addresses appear below next to their names;
- (2) The undersigned file this affidavit for the purpose of initiating an ordinance ("the Ordinance"), the text and a summary of which is annexed to this Affidavit as Exhibit A;
- (3) The undersigned will constitute the Petitioners' Committee and circulate the citizen initiative petition;
- (4) All notices to the Committee are to be sent to Sarah Southard at the following address:

107 Vaughan Street Portland, ME 04102

Dated at Portland, this 11th day of May, 2025.

✓ Katherine M. Marshall	467 Danforth St, Portland 04102	Katherine M. Marshall
(Print) Name	Address	Signature
✓ WILLIAM N. MARSHALL	467 DANFORTH ST. PORTLAND 04102	William N. Marshall
(Print) Name	Address	Signature
✓ Andrew Dutcher	380 Danforth St. Portland, ME 04102	Andrew Dutcher
(Print) Name	Address	Signature
✓ Julie B. Pezzino	380 Danforth St. Portland ME 04102	Julie B. Pezzino
(Print) Name	Address	Signature
✓ THOMAS H. DANA	208 DANFORTH ST. PORTLAND ME. 04102	Thomas H. Dana
(Print) Name	Address	Signature
✓ Lorie G. Dana	208 Danforth St, Portland ME 04102	Lorie G. Dana
(Print) Name	Address	Signature
✓ Elisabeth Healy	125 Vaughan St Portland 04102	Elisabeth Healy
(Print) Name	Address	Signature
✓ CAIN PHILLIPS, MD	107 Vaughan St 04102	Cain Phillips, MD
(Print) Name	Address	Signature
✓ SARAH SOUTHARD	107 Vaughan St 04102	Sarah Southard
(Print) Name	Address	Signature
✓ CARRIE S. COMER	97 VAUGHAN STREET PORTLAND, ME 04102	Carrie S. Comer
(Print) Name	Address	Signature

Subscribed and sworn to before me this 11th day of May, 2025.

[Signature]
Signature of Notary Public/Attorney-at-law

June 1996 Bar # 8300
Date Commission Expires/Date Entered the Bar

Jon Hinck
Printed Name

**AFFIDAVIT FILED PURSUANT TO §9-36 OF PORTLAND CITY CODE
SEEKING PETITIONS FOR INITIATION OF ORDINANCE**

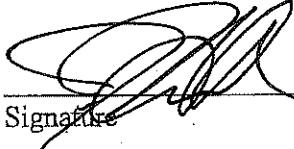
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- (3) The undersigned will constitute the Petitioners' Committee and circulate the citizen initiative petition;
- (4) All notices to the Committee are to be sent to _____ at the following address:

Dated at Portland, this _____ day of _____ 20____

Jon Hinck
(Print) Name

142 Pine St. Portland
Address

01102

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

Subscribed and sworn to before me this 11th day of May, 2025.

Sean Mahoney
Signature of Notary Public/Attorney-at-law

August 31, 1997
Date Commission Expires/Date Entered the Bar

SEAN MAHONEY
Printed Name

City Clerk's Office

Ashley Rand, *City Clerk*

June 27, 2025



CLERK'S CERTIFICATION OF CITIZEN INITIATIVES:

An Act to End Fugitive Coal Dust

RE: Amendments to Portland City Code of Ordinances:

I HEREBY CERTIFY that the City Clerk's Office received a filing for the following:

Submitted to City Clerk's Office: June 23, 2025

Signatures Required: 1,500

I certify that the petitions filed on June 23, 2025 in my office regarding amendments to the Portland City Code of Ordinances contained the required 1,500 signatures for verification and deemed these petitions sufficient for placement on the November 4, 2025 General Municipal Election.

The following City Council meetings are scheduled:

FIRST READING/SETTING PUBLIC HEARING: July 14, 2025

SECOND READING/PUBLIC HEARING/SETTING THE ELECTION DATE: August 11, 2025

Ashley Rand

Ashley Rand, *City Clerk*

An Act to End Fugitive Coal Dust

Summary:

An Act to End Fugitive Coal Dust seeks to protect public health, safety and property in Portland by eliminating coal dust by (1) requiring that any delivery, handling and storage of more than 1 ton of coal must occur under a permanent covering starting January 1, 2027, and (2) prohibiting the delivery, handling and storage of more than 1 ton of coal in the City of Portland after January 1, 2030. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Any individual or entity who fails to comply with this ordinance after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this ordinance. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

ARTICLE XIII: Ending Fugitive Coal Dust

Sec 17-140: Purpose:

The purpose of this article is to protect the citizens of the City of Portland from the public health threat of fugitive coal dust.

Industrial-scale coal storage is dangerous. 45,000 tons of coal are delivered, handled and stored in open-air piles along the Portland waterfront every year. This open-air coal pile sits within 1 mile of 3 schools and 3 health centers. Buildings located near the open-air coal piles are covered in visible layers of dangerous fugitive coal dust. Coal dust exposure is linked to increased rates of cancers as well as lung and heart disease. The economic harm to public health and property from open air coal piles is substantial. Estimates suggest that coal deliveries, handling and storage on Portland's waterfront results in approximately \$11,000,000 in health and property damages annually (\$20 per month per ton delivered). Despite the absence of any public coal-fired power plants in Maine, these local costs persist. There are no local, state or federal laws regulating fugitive coal dust to effectively protect our community from exposure to these risks and damages. This ordinance limits the risks of fugitive coal dust by requiring a permanent covering and ultimately prohibiting coal delivery, handling and storage.

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Coal: Any sedimentary deposit of mined carbon-based fuel and including anthracite, bituminous, subbituminous and lignite coal.

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Storage: Maintaining a pile of coal in place for greater than 1 day's duration.

City of Portland: All of the land within the boundaries of the City, including, without limitation, the Waterfront Development Growth Area, and all other portions of the shore and coastline abutting the boundaries of the City.

Sec 17-142: Ending Fugitive Coal Dust

Any and all industrial coal delivery, handling, and storage of more than one ton of coal in the City of Portland must occur under a permanent covering starting January 1, 2027. The covering must meet industry standards and best management practices to contain emissions of fugitive coal dust in a safe and effective manner. Commencing January 1, 2030, no coal delivery, handling or storage of coal in an amount greater than 1 ton will be permitted in the City of Portland to end fugitive coal dust.

Sec 17-143: Enforcement

The City's Code Enforcement Officers shall have the primary responsibility for enforcement of this Article. Any individual or entity who fails to comply with this regulation Article after January 1, 2027 is subject to a monthly fine of \$3 per ton for every ton over 1 ton of coal that is delivered, handled and or stored in violation of this Article. Fines collected will be deposited into the Portland Climate Action Fund to support the One Climate Future initiative.

AFFIDAVIT FILED PURSUANT TO §9-36 OF PORTLAND CITY CODE
SEEKING PETITIONS FOR INITIATION OF ORDINANCE

The undersigned hereby depose and say as follow:

- (1) The undersigned are registered voters of the City of Portland, whose respective addresses appear below next to their names;
- (2) The undersigned file this affidavit for the purpose of initiating an ordinance ("the Ordinance"), the text and a summary of which is annexed to this Affidavit as Exhibit A;
- (3) The undersigned will constitute the Petitioners' Committee and circulate the citizen initiative petition;
- (4) All notices to the Committee are to be sent to Sarah Southard at the following address:

107 Vaughan Street Portland, ME 04102

Dated at Portland, this 11th day of May, 2025.

✓ Katherine M. Marshall	467 Danforth St, Portland 04102	Katherine M. Marshall
(Print) Name	Address	Signature
✓ William N. Marshall	467 Danforth St. Portland 04102	William N. Marshall
(Print) Name	Address	Signature
✓ Andrew Dutcher	380 Danforth St. Portland, ME 04102	Andrew Dutcher
(Print) Name	Address	Signature
✓ Julie B. Pezzino	380 Danforth St. Portland ME 04102	Julie B. Pezzino
(Print) Name	Address	Signature
✓ Thomas H. Dana	208 DANFORTH ST. PORTLAND ME. 04102	Thomas H. Dana
(Print) Name	Address	Signature
✓ Lorie G. Dana	208 Danforth St. Portland ME 04102	Lorie G. Dana
(Print) Name	Address	Signature
✓ Elisabeth Healy	125 Vaughan St Portland 04102	Elisabeth Healy
(Print) Name	Address	Signature
✓ Cain Phelps, MD	107 Vaughan St 04102	Cain Phelps, MD
(Print) Name	Address	Signature
✓ SARAH SOUTHARD	107 Vaughan St 04102	Sarah Southard
(Print) Name	Address	Signature
✓ Carrie S. Comer	97 VAUGHAN STREET PORTLAND, ME 04102	Carrie S. Comer
(Print) Name	Address	Signature

Subscribed and sworn to before me this 11th day of May, 2025.

[Signature]
Signature of Notary Public/Attorney-at-law

June 1996 Bar # 8300
Date Commission Expires/Date Entered the Bar

Jon Hinck
Printed Name

**AFFIDAVIT FILED PURSUANT TO §9-36 OF PORTLAND CITY CODE
SEEKING PETITIONS FOR INITIATION OF ORDINANCE**

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- (1) The undersigned are registered voters of the City of Portland, whose respective addresses appear below next to their names;
- (2) The undersigned file this affidavit for the purpose of initiating an ordinance ("the Ordinance"), the text and a summary of which is annexed to this Affidavit as Exhibit A;
- (3) The undersigned will constitute the Petitioners' Committee and circulate the citizen initiative petition;
- (4) All notices to the Committee are to be sent to _____ at the following address:

Dated at Portland, this _____ day of _____ 20____

Jon Hinck
(Print) Name

142 Pine St. Portland
Address

01102

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

(Print) Name

Address

Signature

Subscribed and sworn to before me this 11th day of May, 2025.

Sean Mahoney
Signature of Notary Public/Attorney-at-law

August 31, 1997
Date Commission Expires/Date Entered the Bar

SEAN MAHONEY
Printed Name