ECONOMIC DEVELOPMENT COMMITTEE

DATE: Tuesday, August 20, 2019
TIME: 5:30 PM
LOCATION:Room 209

NOTE: No public comment will be taken on non-action items.

1. **Review and accept Minutes of previous meeting held on June 18, 2019.**

    a. See attached draft Minutes.

2. **Overview and Outcome of the City Request for Proposals to invest City Pilot Workforce Training Program funds.**

    a. See attached memo from Greg Mitchell and Julia Trujillo.

3. **Public hearing and vote, in the form of a recommendation to the City Council, on an Option and Lease Agreement of City owned property located at 83 Middle Street with Community Housing of Maine (CHOM) to support a 49-unit affordable housing rental project (for seniors aged 55 and older, with preference for 11 units for long-term stayers).**

    a. See attached memo from Mary Davis.

    NOTE: Pursuant to 1 M.R.S.A. 405(6)(C), the Committee may go into executive session to provide City staff general policy guidance on this real estate matter.

4. **Overview and Discussion of required property acquisitions to support the Somerset Street Extension Project, in Bayside, from Elm to Brattle Streets.**

    a. See attached memo from Chris Branch.

    NOTE: Pursuant to 1 M.R.S.A. 405(6)(C), the Committee will go into executive session to provide City staff general policy guidance on this real estate matter.

5. **Executive session: Pursuant to 1 M.R.S.A. 405(6)(C), the Committee will go into executive session to provide City staff general policy guidance on the following real estate matters.**

a. Possible City interest to lease property;

b. Possible public-private partnership to attract post secondary education investment in Portland; and

c. Possible extension of the Portland Technology Park Lot 1 Real Estate Option.

Next Meeting Date: September 3, 2019

Minutes
Economic Development Committee
June 18, 2019

NOTE: These meetings are now live-streamed, which can be viewed at this link: http://www.portlandmaine.gov/1695/Economic-Development-Committee These Minutes provide a record of those in attendance, general discussion taking place, and motions made.

A meeting of the Economic Development Committee (EDC) of the Portland City Council was held on Tuesday, June 18, 2019, at 5:30 p.m. in Room 209 on the second floor of Portland City Hall. Present from the Committee was its Chair Councilor Justin Costa and members Councilors Pious Ali, Nicholas Mavodones, and Councilor Spencer Thibodeau. Present from the City staff were Associate Corporation Counsel Michael Goldman, Economic Development Director Greg Mitchell, Waterfront Coordinator William Needelman, and Senior Executive Assistant Lori Paulette.

Item #1: Review and accept Minutes of previous meeting held on May 21, 2019.

On motion made by Councilor Thibodeau, seconded by Councilor Ali, the Committee voted unanimously to accept the Minutes as presented.

Item #2: Public Hearing and vote to recommend to the City Council proposed amendments to Chapter 8 to add waterfront reporting requirements to the Waterfront Development Growth Area Ordinance.

Chair Costa indicated that this item would amend Chapter 8 for City staff to prepare two waterfront reports, i.e., *State of the Waterfront Report* to be done every 3 to 5 years by the Economic Development Department; and *Significant Waterfront Development Report* to be done annually by the Planning and Urban Development Department to report on significant waterfront development.

Mr. Needelman then provided the background, noting that the Waterfront Working Group has also reviewed this amendment and endorsed it. The "Waterfront Development Report" would be an annual report prepared by the Planning and Urban Development Department on significant waterfront development, from the east to the west, to be communicated to the Planning Board and City Council. It will help with land use decision making and policy. The second report, "State of the Waterfront Report", would be prepared every 3 to 5 years by the Economic Development Department, with assistance from qualified economic professionals so that there is something to track and would also help shape policy, budgeting, and applications for outside funding for various projects.

Councilor Thibodeau noted that the flexibility for the State of Waterfront Report being done every 3 to 5 years seemed reasonable, and Mr. Needelman noted that it would be an expense for the City in the range of $30,000 – funded by the Waterfront TIF.

Chair Costa asked about the Waterfront Working Group status, and Mr. Needelman noted that there would be one more meeting, and then a standing group as needed.

Chair Costa opened the meeting for public comment. There being none, the public comment session was closed.

Councilor Mavodones made a motion to forward this to the City Council for approval; Councilor Thibodeau seconded the motion.

Councilor Thibodeau said that every 3 to 5 years was fine, but perhaps staff, based on then current conditions, may elect 3 years as Councilors are elected for three-years terms.

Councilor Mavodones appreciated the work of staff and the Waterfront Working Group. He indicated he was initially concerned with 3 to 5 years, but there are two reports that work well together.

Chair Costa agreed that this reporting requirement does make sense for staff and the City Council. He then asked for a vote on the motion and it passed unanimously.

Item #3: General Waterfront Working Group (WWG) activity update for discussion to include harbor dredging/CAD Cell, pier berthing capacity, and fisherman parking options.

Mr. Needelman presented the attached Power Point Presentation updating the Committee on the WWG's activities apart from Waterfront Central Zoning amendments, which included Commercial Street, dredging, stormwater projects, and parking among others. He noted that if dredging were done, it would add another 3,000 feet of berthing space, enough for 50-60 good size boats.

Mr. Needelman then described the work being done to plan, design, and permit a CAD cell in Portland Harbor over the past six years. The City has Stantec Engineering under contract to assist in this process, and he anticipated a permit application to be filed within the next year. Then funding the CAD Cell and dredging would need to be undertaken at a cost of approximately $30 Million working with South Portland, the State, and Federal Government – noting that Senator Collins is well-briefed on this project.

Regarding the Commercial Street study, Mr. Needelman expected to have material to the Waterfront Working Group on July 11th.

The Committee thanked Mr. Needelman for the update.

Chair Costa noted that the July 2 meeting of this Committee has been canceled, so the next regularly scheduled meeting is July 16th.

On motion made by Councilor Thibodeau, seconded by Councilor Mavodones, the Committee voted unanimously to adjourn the meeting at approximately 6:15.

Respectfully, Lori Paulette

Waterfront Working Group

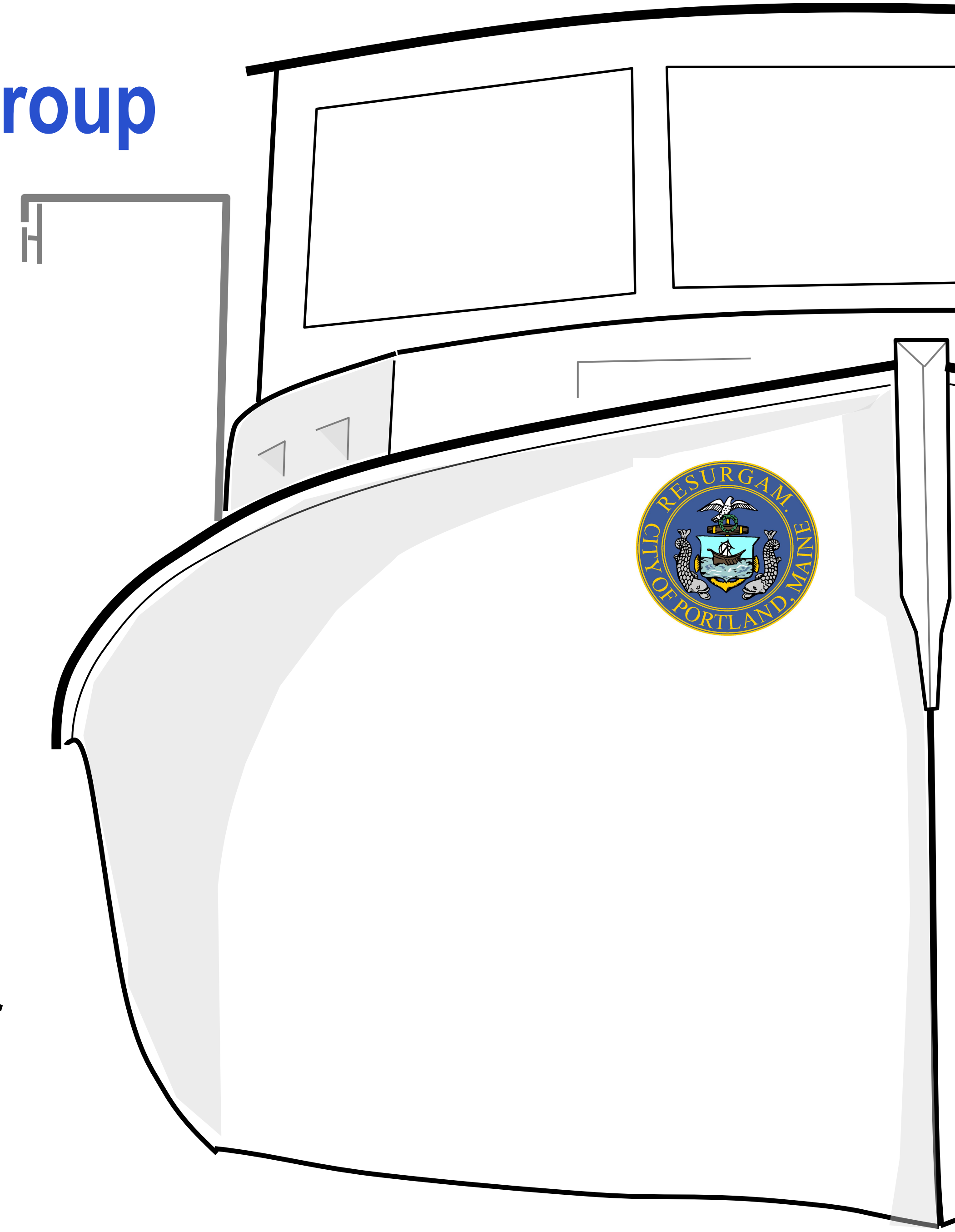
Summary of work to date

Update on Dredging

Presented to the Economic Development Committee

June 18, 2019

Bill Needelman, Waterfront Coordinator



Waterfront Working Group

Summary of work to date

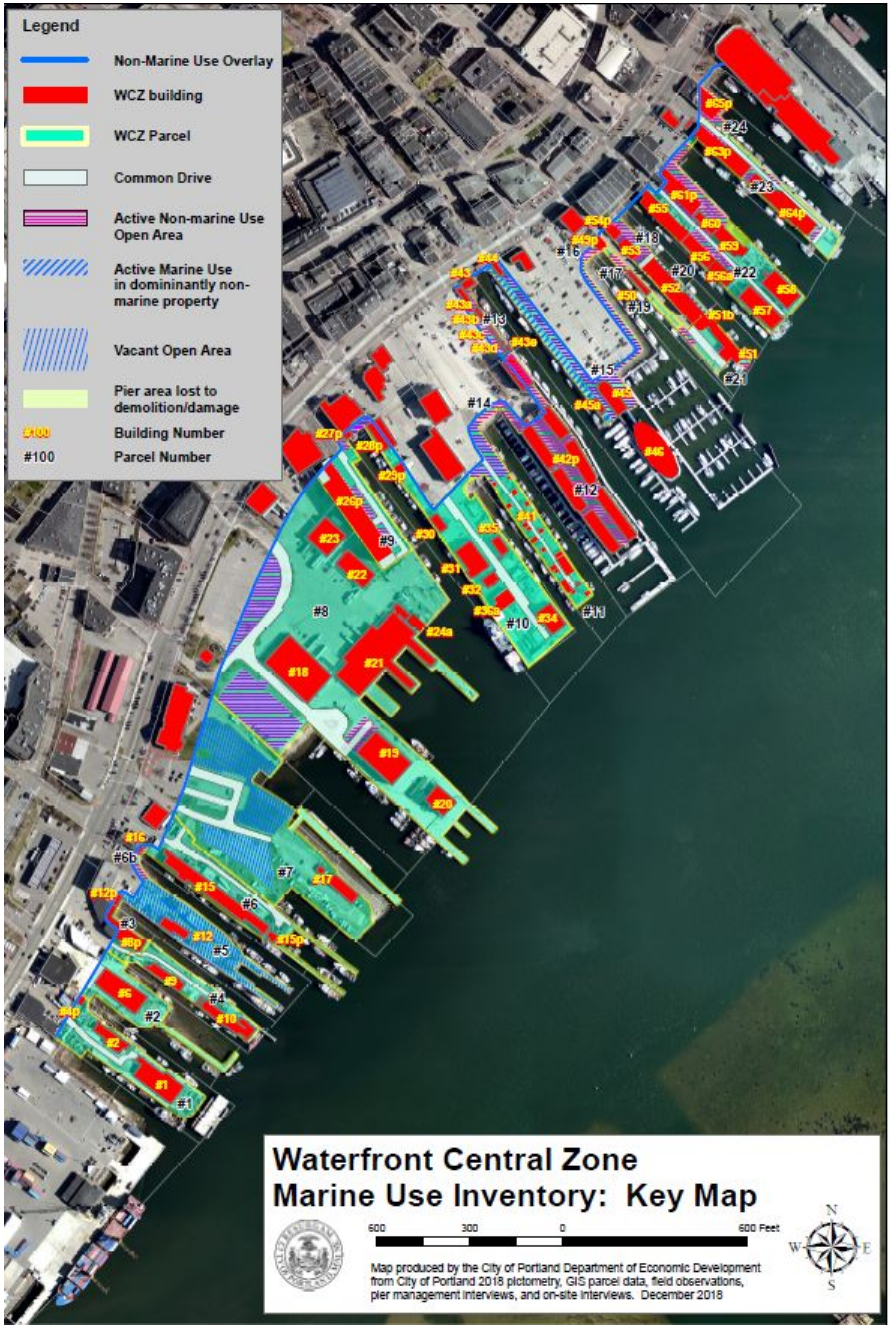
- **Evaluate** the current physical, functional, and business **conditions** within the Central Waterfront: 2018 WCZ Marine Use Inventory Update. *January 3, 2019*
- Provide recommendations on **early deliverables and areas of general agreement**. *January 17, 2019*
- Make recommendations on prioritization of short-term **Waterfront TIF funding allocations** and recommend structure and process for long-term Waterfront TIF funding decisions. *February 7, 2019*
- Discuss **land use recommendations** on areas of concern. *February 21, 2019*
- Provide formative contribution to the ongoing **Commercial Street Operations and Master Plan** process. *Ongoing*
- Evaluate **berthing and marine access** conditions and recommend potential improvements, as needed. *TBD*

Waterfront Central Zone Marine Use Inventory: 2013-2018

Report to the City of Portland, Maine City Council

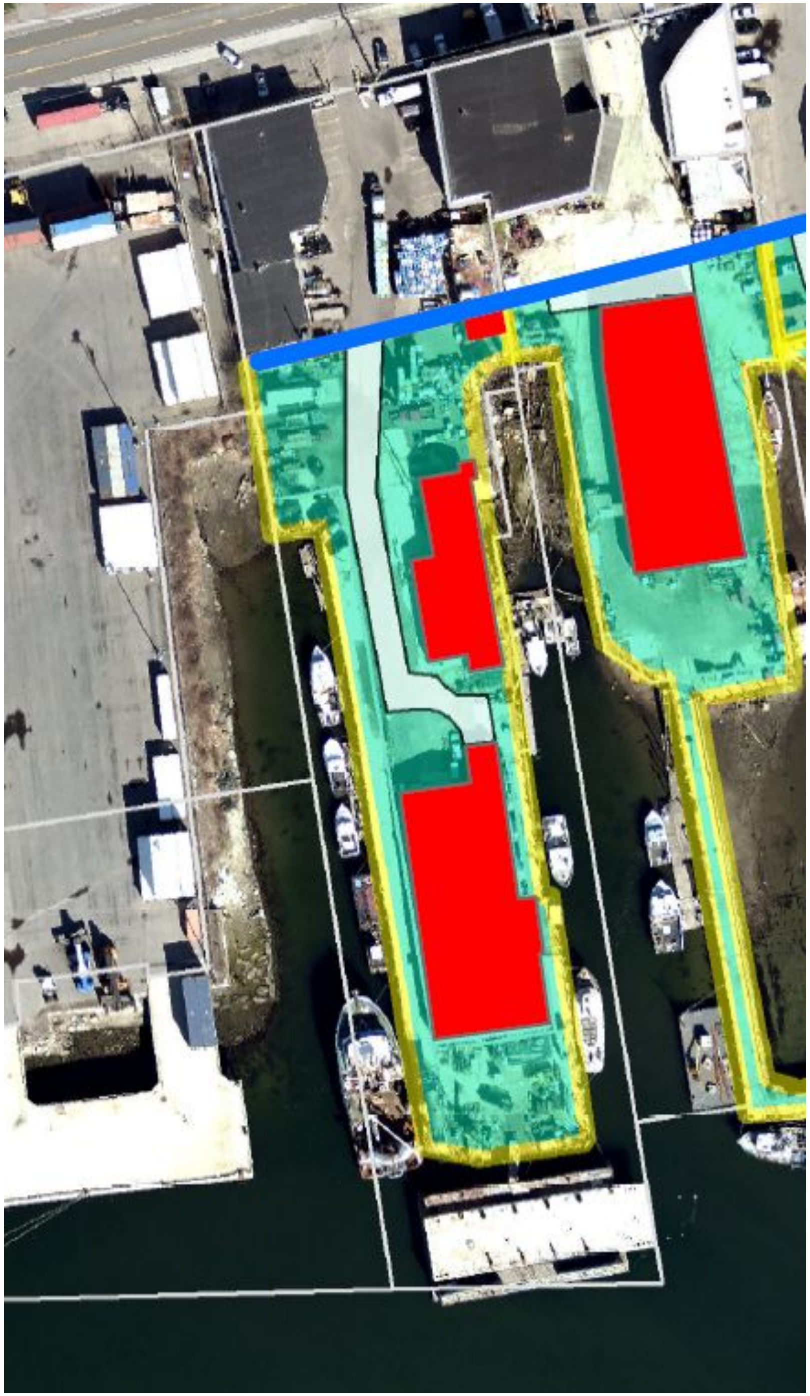
Prepared by the Departments of Economic Development and Planning and Urban Development

December 2018



2018 WCZ Inventory

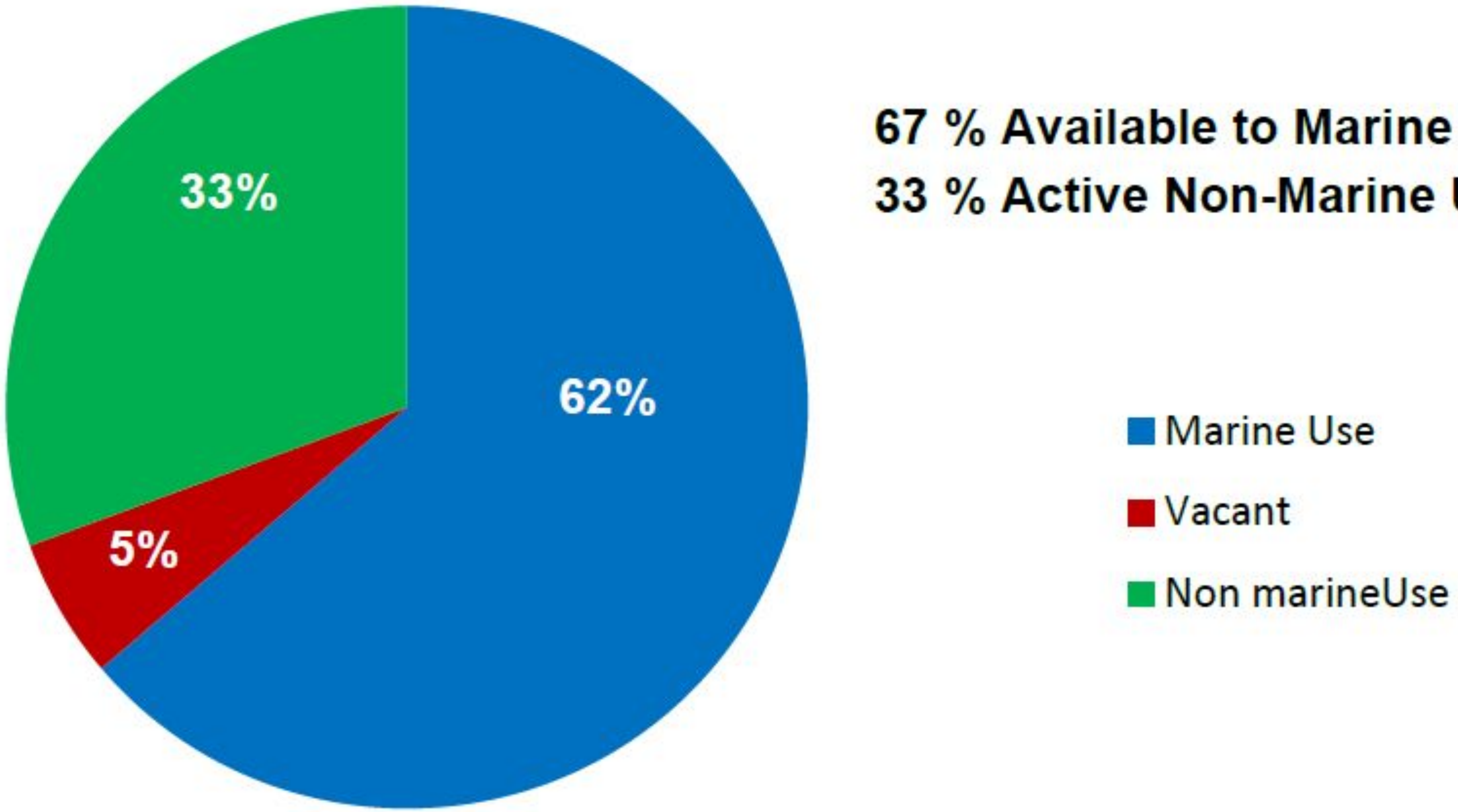
The inventory evaluates the ground floor use of every property and building in the Central Waterfront located outside of the "Non-marine Use Overlay Zone"



Deakes Wharf:

- +/-775 feet berthing
- 16000 sq ft building
- 35000 sq ft open area
- 100%/100%

Building Information Collected

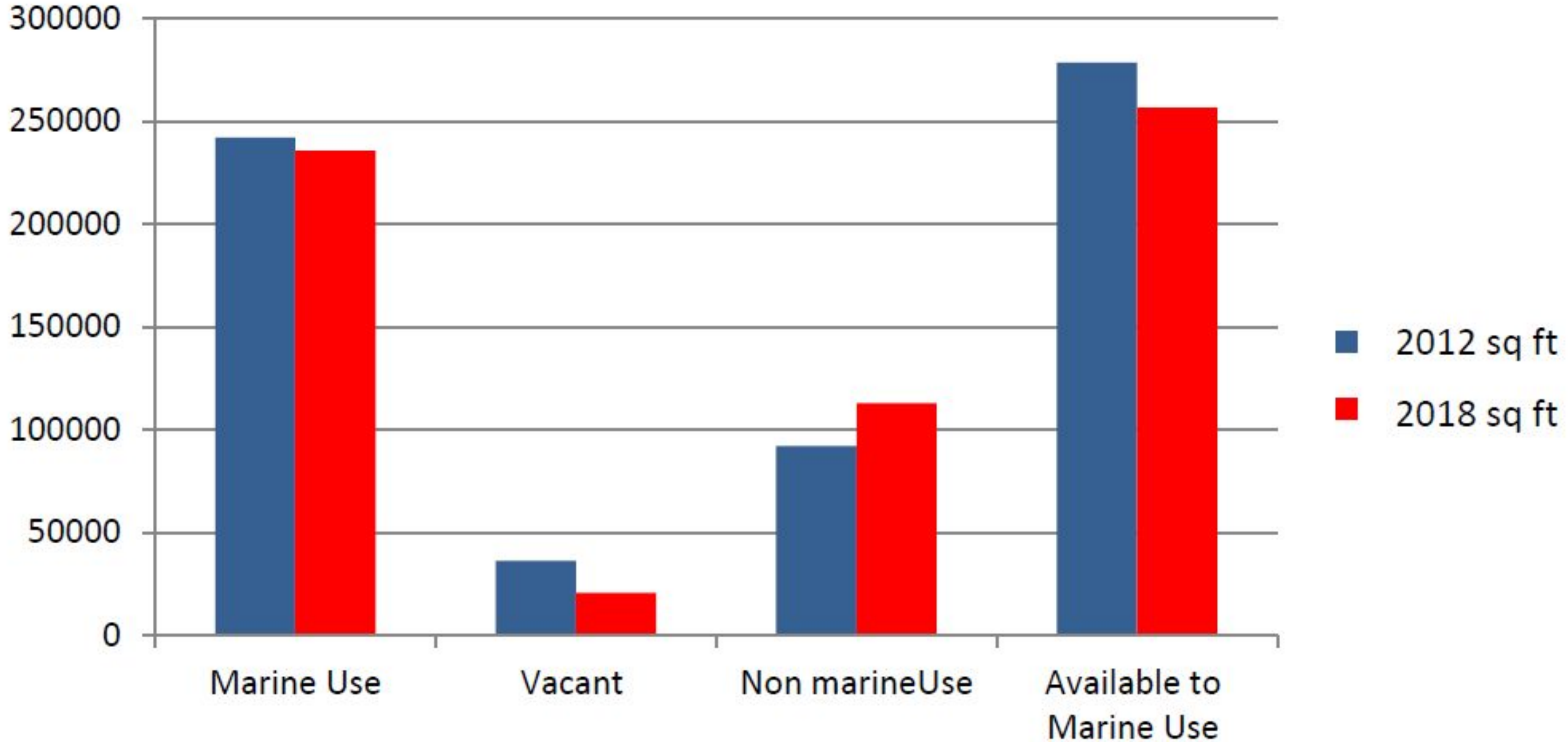


2018 BUILDING USE TOTALS

67 % Available to Marine Use

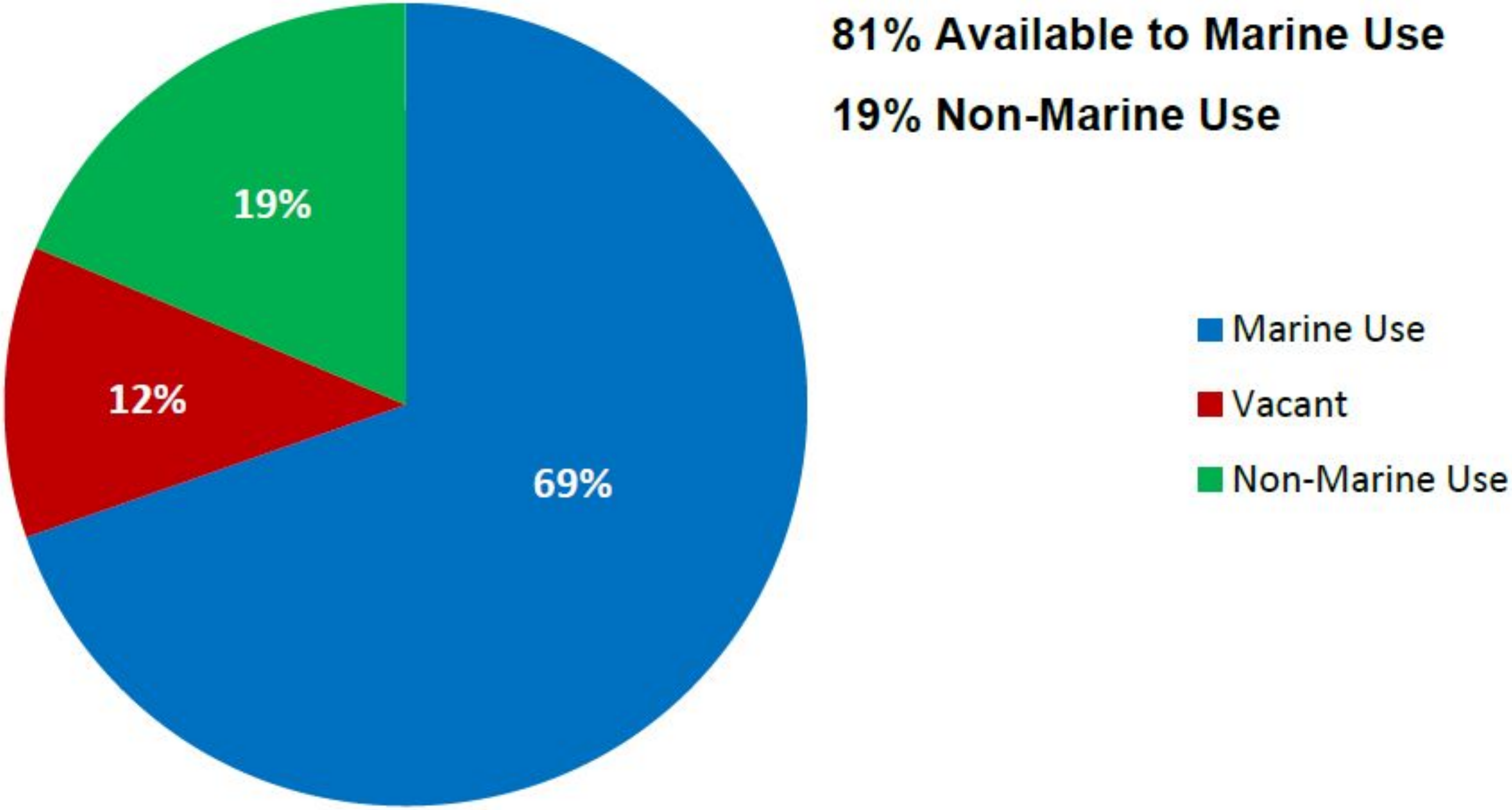
33 % Active Non-Marine Use

Building Information: 2012 to 2018



2012 to 2018 1st FLOOR BUILDING SPACE TOTALS

Open Space Information Collected

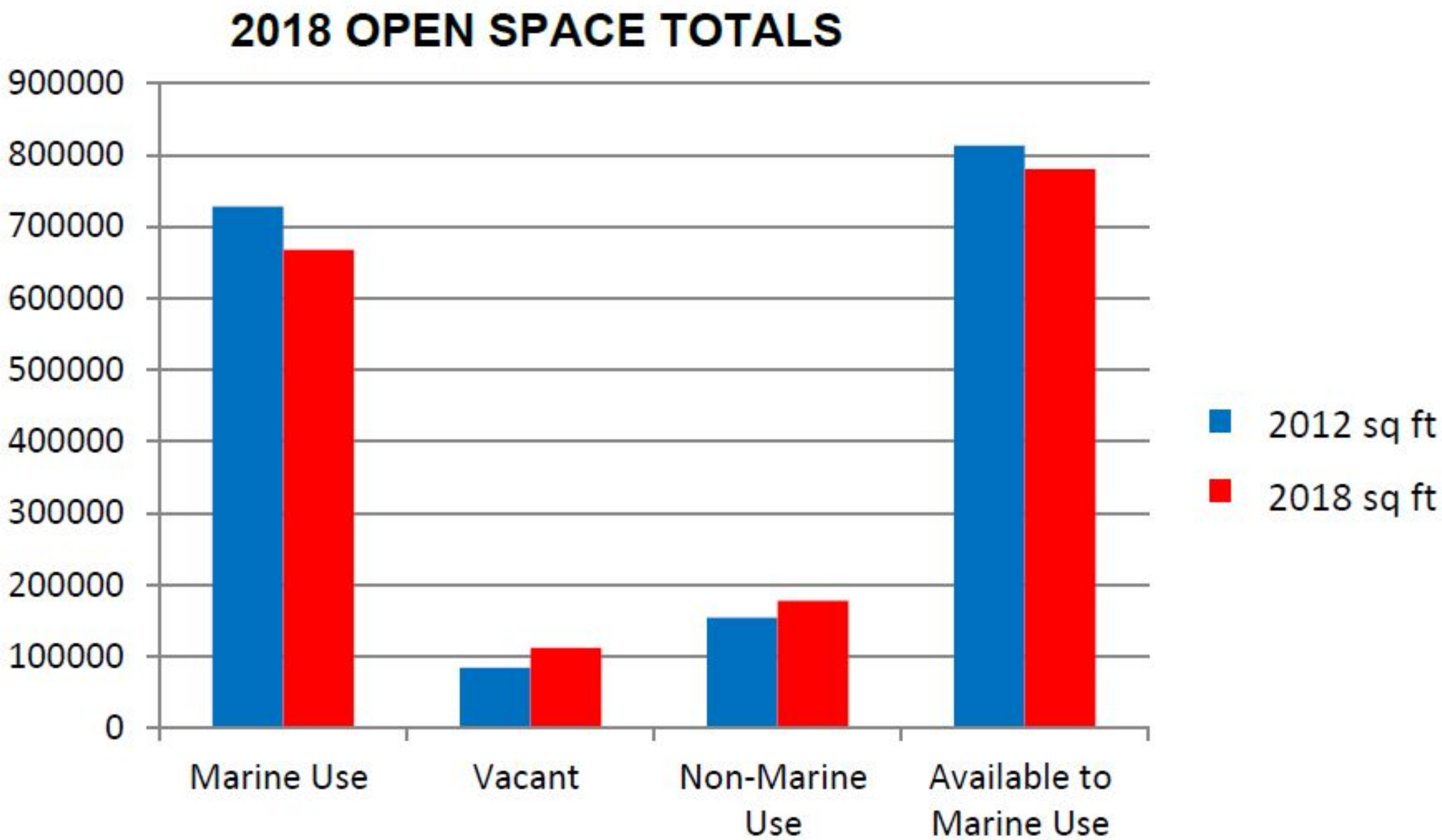


81% Available to Marine Use

19% Non-Marine Use

2018 OPEN SPACE TOTALS

Open Space Information: 2012- to 2018



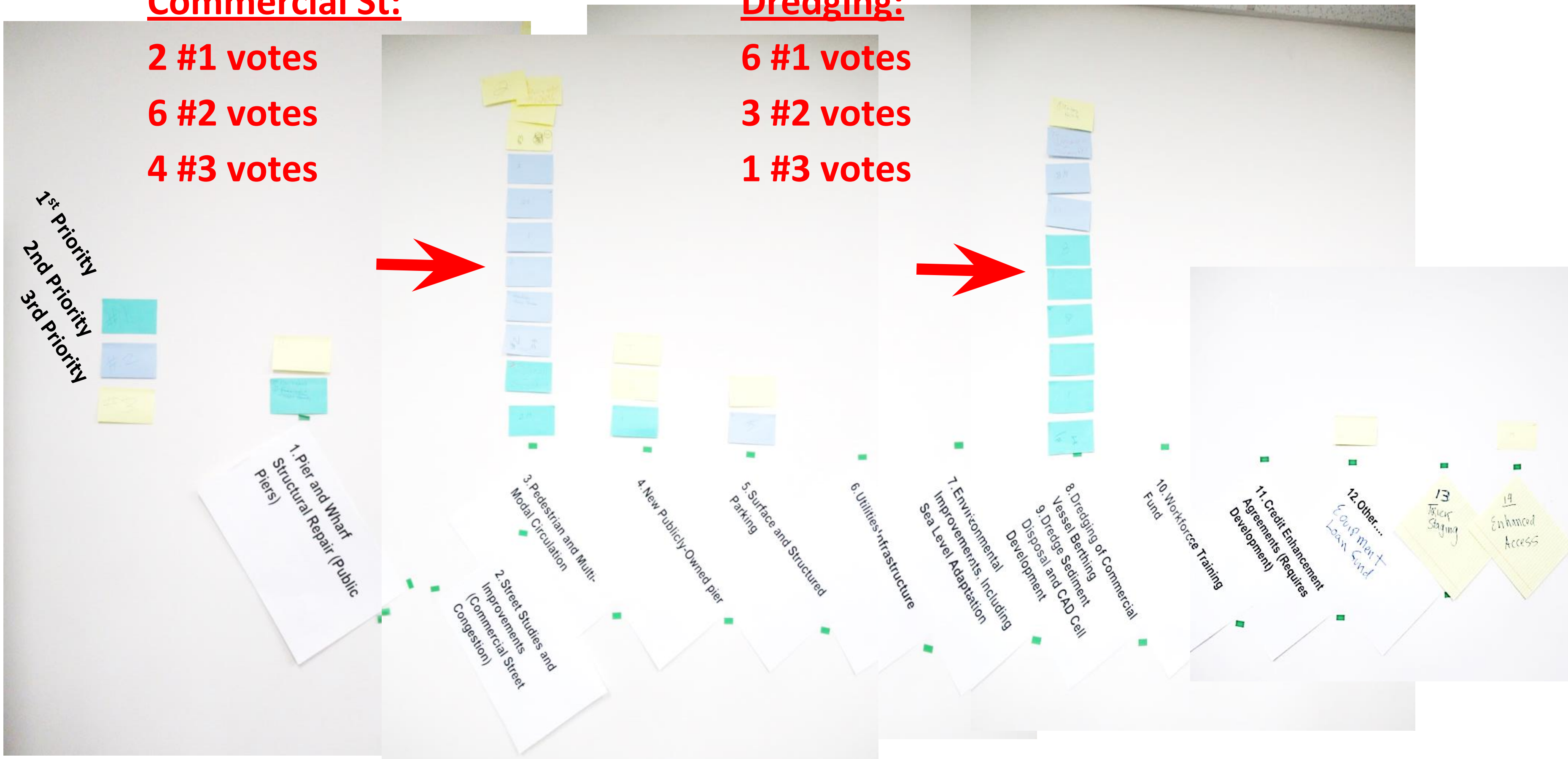
2012 to 2018 1st OPEN SPACE TOTALS

Policy, Zoning, and Recent Development History of the Central Waterfront

Allocation of Waterfront TIF Funds

Commercial St:
2 #1 votes
6 #2 votes
4 #3 votes

Dredging:
6 #1 votes
3 #2 votes
1 #3 votes



- Pier and Wharf repair
- Commercial St
- New Public Pier
- New Parking
- Utilities
- Environmental Studies/ Sea Level Rise adaptation
- Dredging and Disposal
- Workforce training
- TIF, CEAs
- Loan Fund
- Truck Staging
- Enhanced Access

Parking Discussion

For Discussion at 4.11.19 Meeting

Waterfront Working Group – Summary of Parking Options for Consideration

Private, Off-Street	Public, Off-Street	Public On-Street
Creation of "**water dependent parking**" use in Zoning	Prioritize use of **existing City parking lots:** • Angelo's Acre • Portland Fish Pier (needs to be presented and vetted by Fish Pier Authority Board) Fish Pier currently prioritizes marine tenants in "Front Lot" • Off waterfront options (?)	Retention of existing **unregulated spaces** on Commercial Street
Clarifying "**Exclusivity**" for water dependent use of pier edge in WCZ performance standards	**Other Option?**	Creation of a **Marine Parking Hang Tag** system *Questions:* • **Who is the target market?** Harvesters only? • **For use at which street spaces?** Hourly regulated? Metered? • **Geographic extent?** Commercial Street only? Elsewhere?
Improved enforcement of existing or amended WCZ parking restrictions • Document Legal Non-conforming parking on all piers • Terminate use of Illegal Non-conforming spaces by: Voluntary pier owner action zoning enforcement action • Create mechanism for reporting illegal use.		**Other Option?**
Identify **off-waterfront parking options** for marine use. • Lessons learned from ongoing "TMA" discussions and potential application to waterfront businesses and harvesters.		
Other Option?		

Parking Discussion

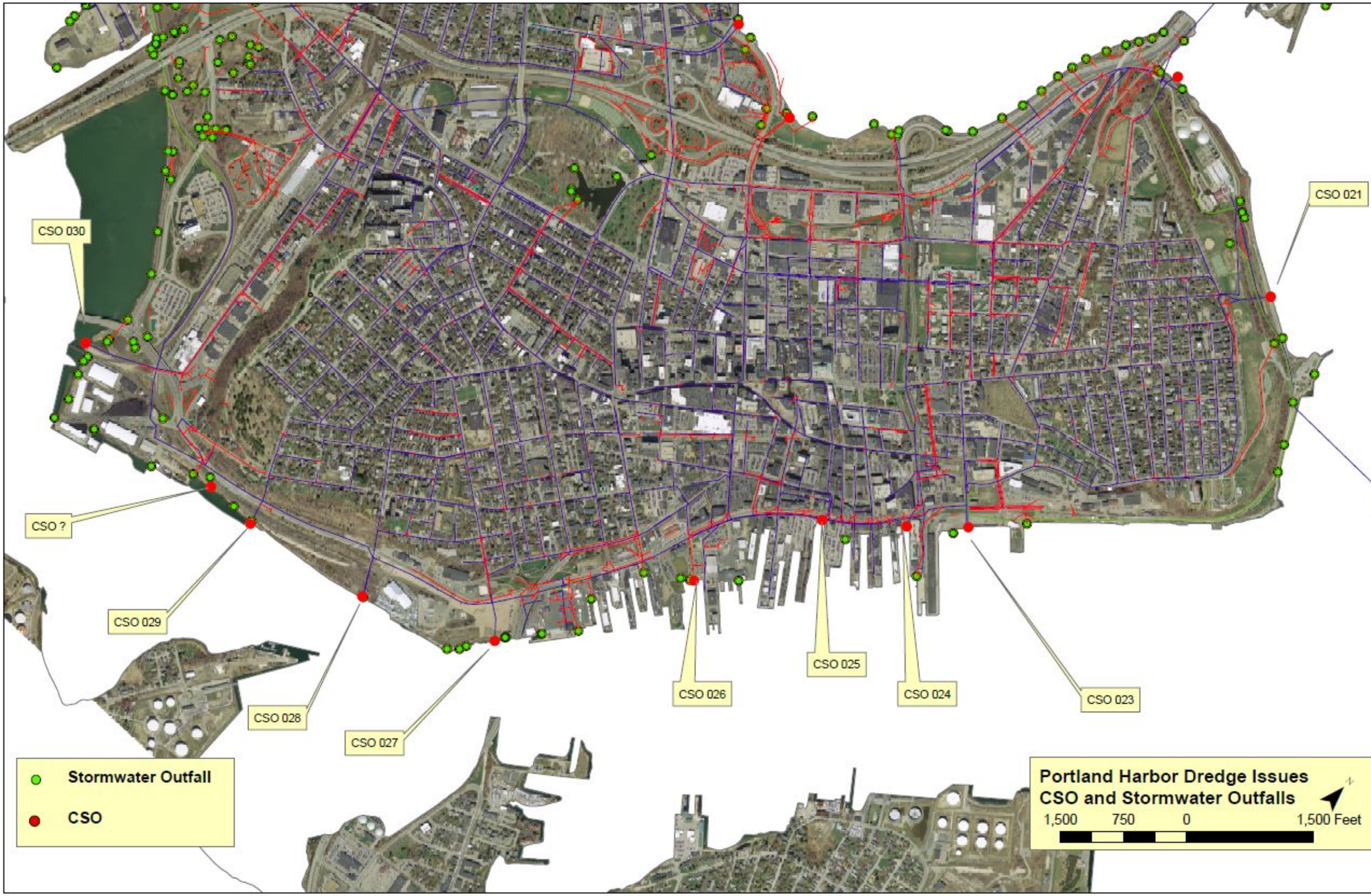
Parking Discussion

Parking Discussion

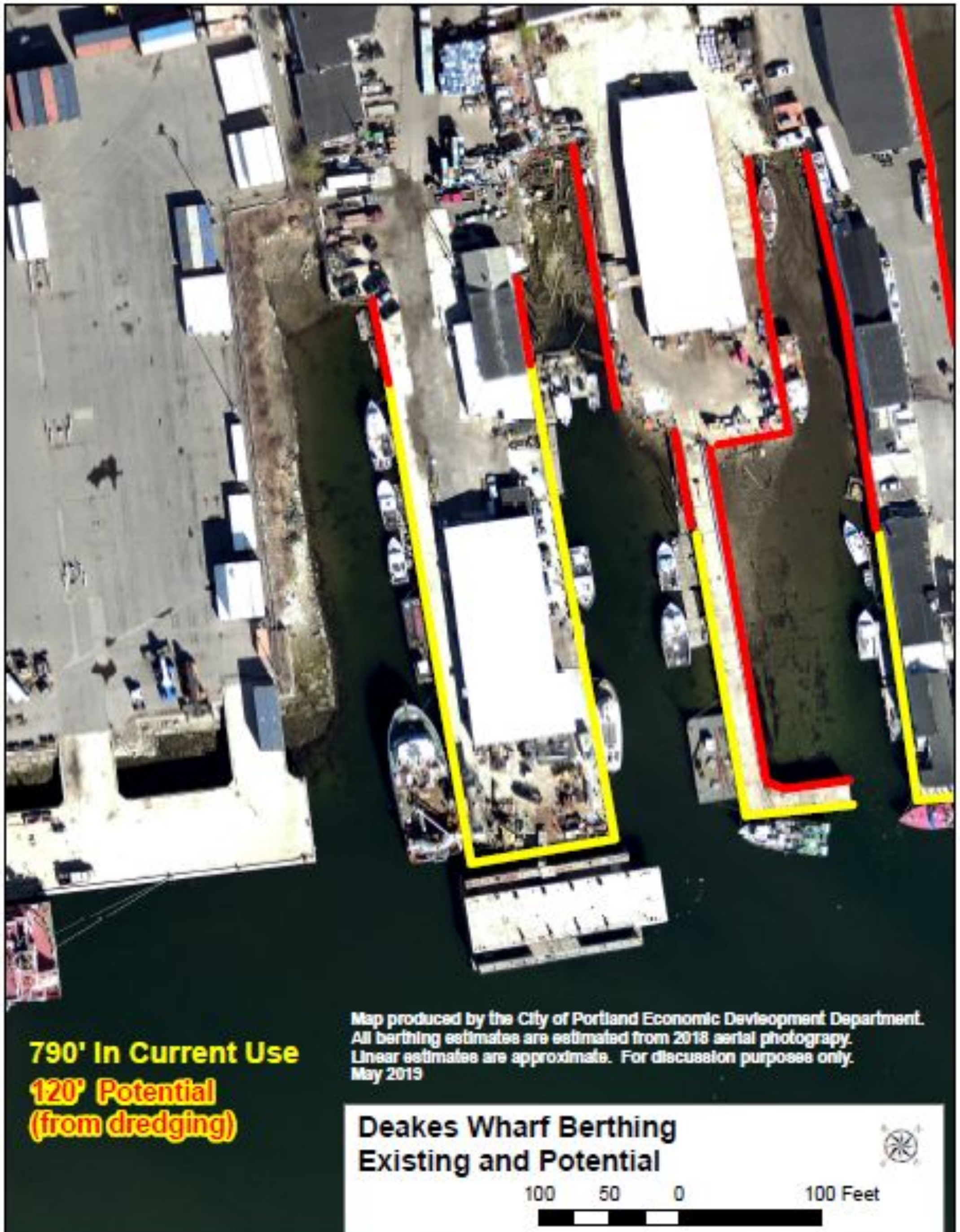
Parking Discussion

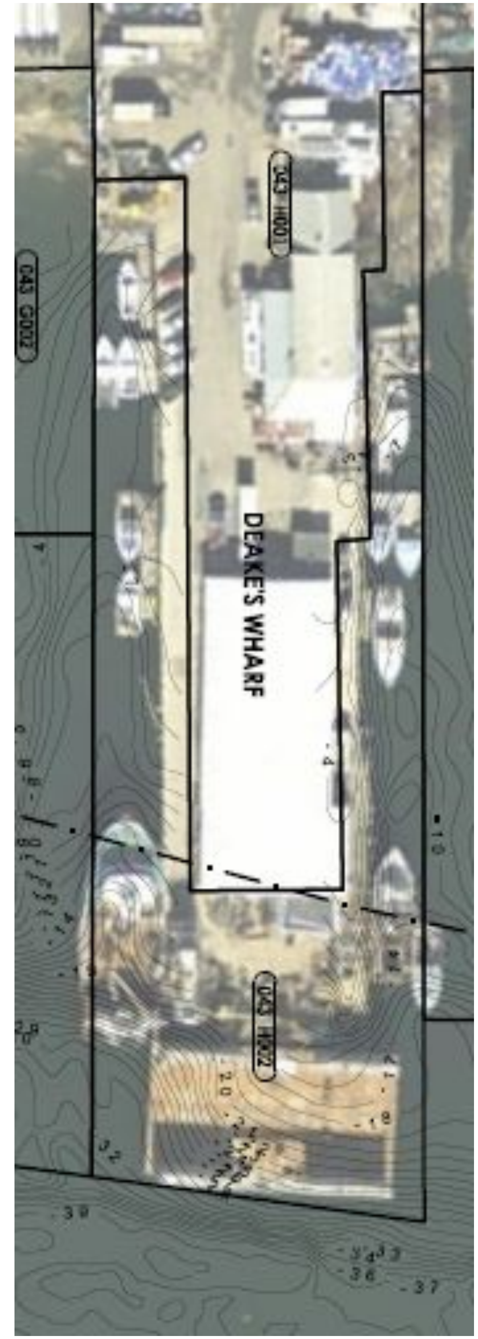
Parking Discussion

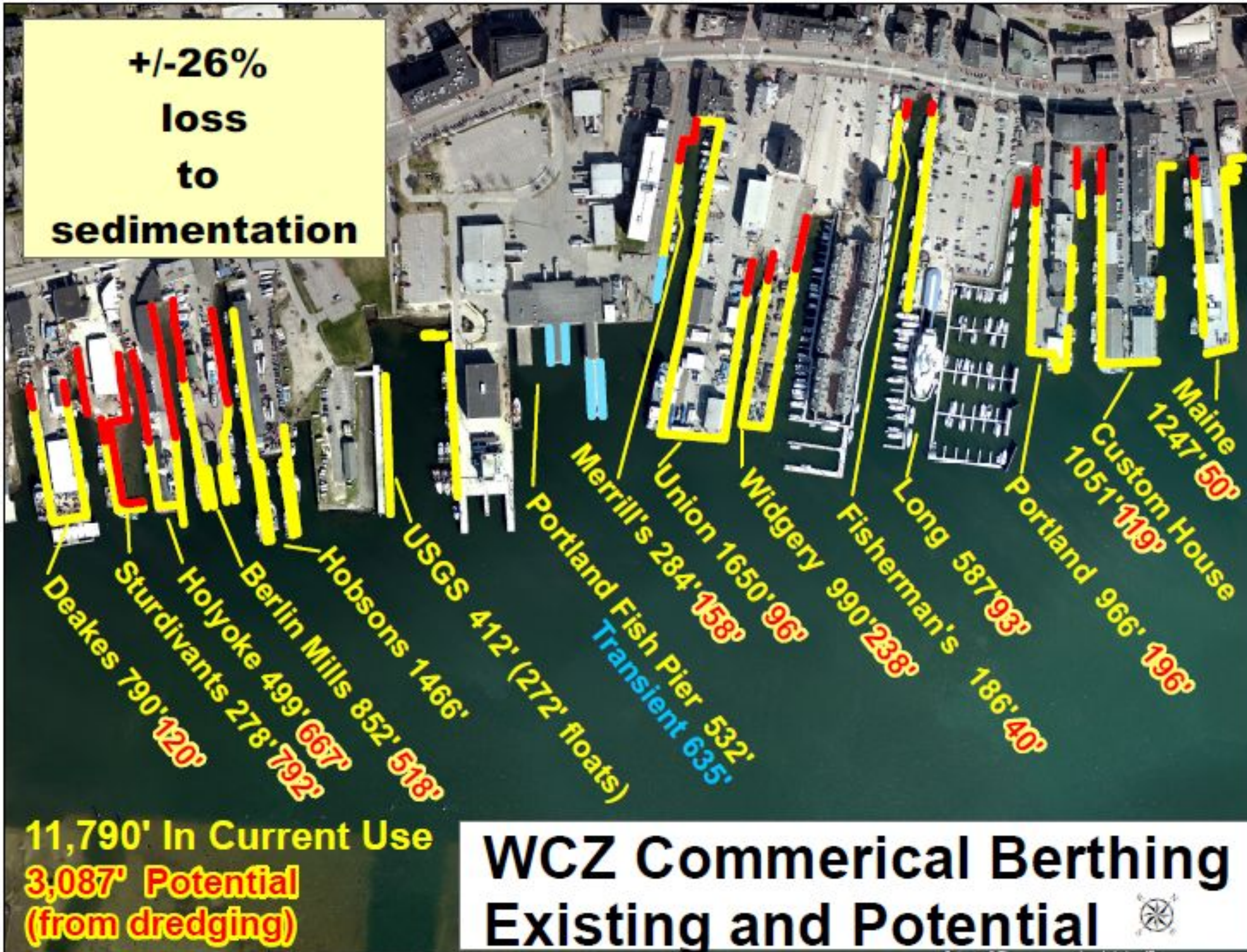
Stormwater


CSO 030
CSO ?
CSO 029
CSO 028
CSO 027
CSO 026
CSO 025
CSO 024
CSO 023
CSO 021
Stormwater Outfall
CSO
Portland Harbor Dredge Issues
CSO and Stormwater Outfalls
1,500 750 0 1,500 Feet

Dredging and Berthing


790' In Current Use
120' Potential (from dredging)
Map produced by the City of Portland Economic Devleopment Department.
All berthing estimates are estimated from 2018 aerial photograpy.
Linear estimates are approximate. For discussion purposes only.
May 2019
Deakes Wharf Berthing
Existing and Potential
100 50 0 100 Feet


043 H001
043 G002
DEAKE'S WHARF
043 H002



+/-26%
loss
to
sedimentation
Deakes 790' 120'
Sturdivants 278' 792'
Holyoke 499' 667'
Berlin Mills 852' 518'
Hobsons 1466'
USGS 412' (272' floats)
Portland Fish Pier 532'
Transient 635'
Merrill's 284' 158'
Union 1650' 96'
Widgery 990' 238'
Fisherman's 186' 40'
Long 587' 93'
Portland 966' 196'
Custom House 1051' 119'
Maine 1247' 50'
11,790' In Current Use
3,087' Potential
(from dredging)
WCZ Commerical Berthing
Existing and Potential

Pier and Wharf Dredging and Disposal

EPA Brownfields Grant: Portland Harbor Commission

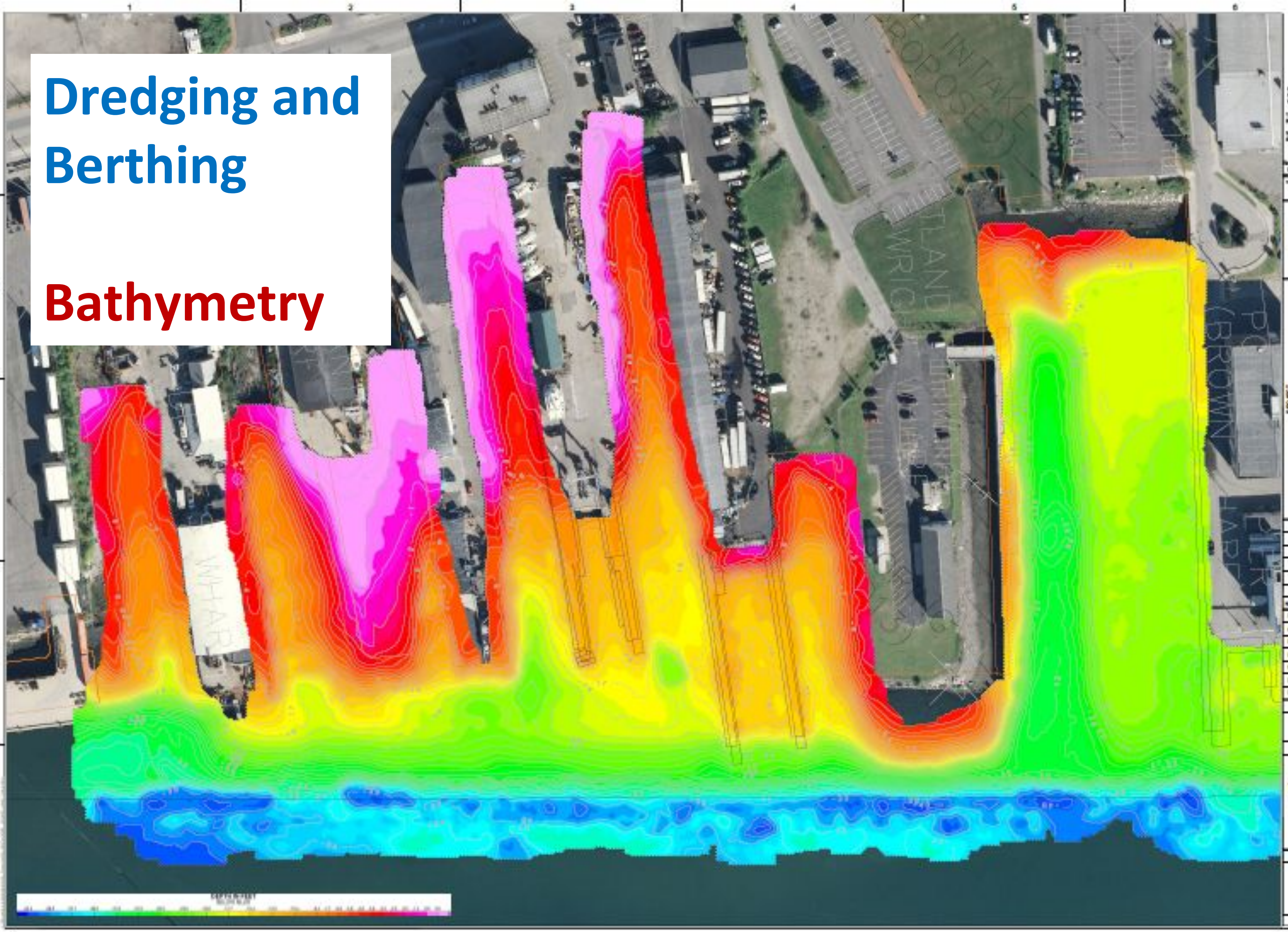
MDOT CAD Cell Planning: City of Portland

Dredging and Berthing

Field work

Dredging and Berthing

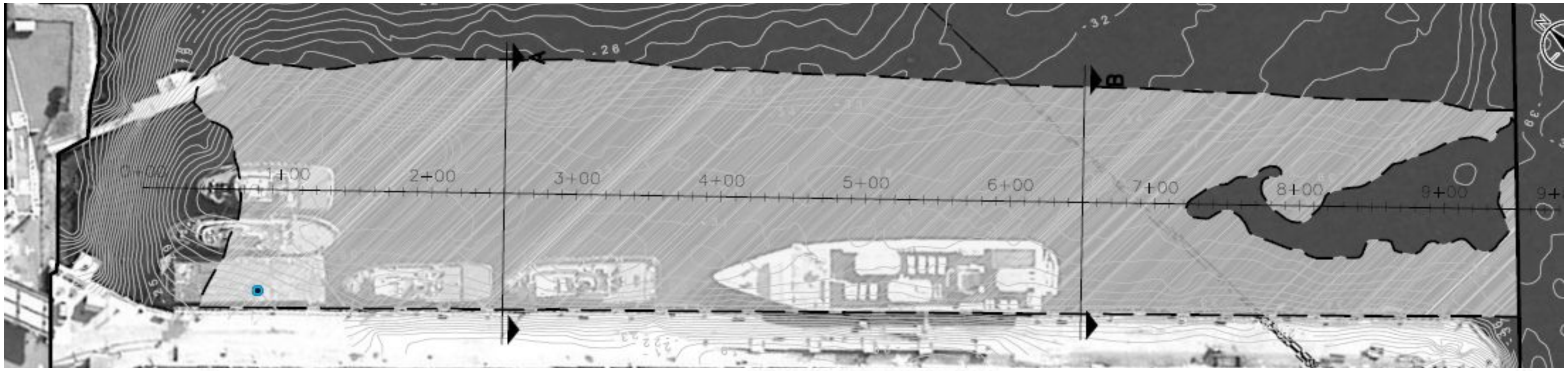
Bathymetry

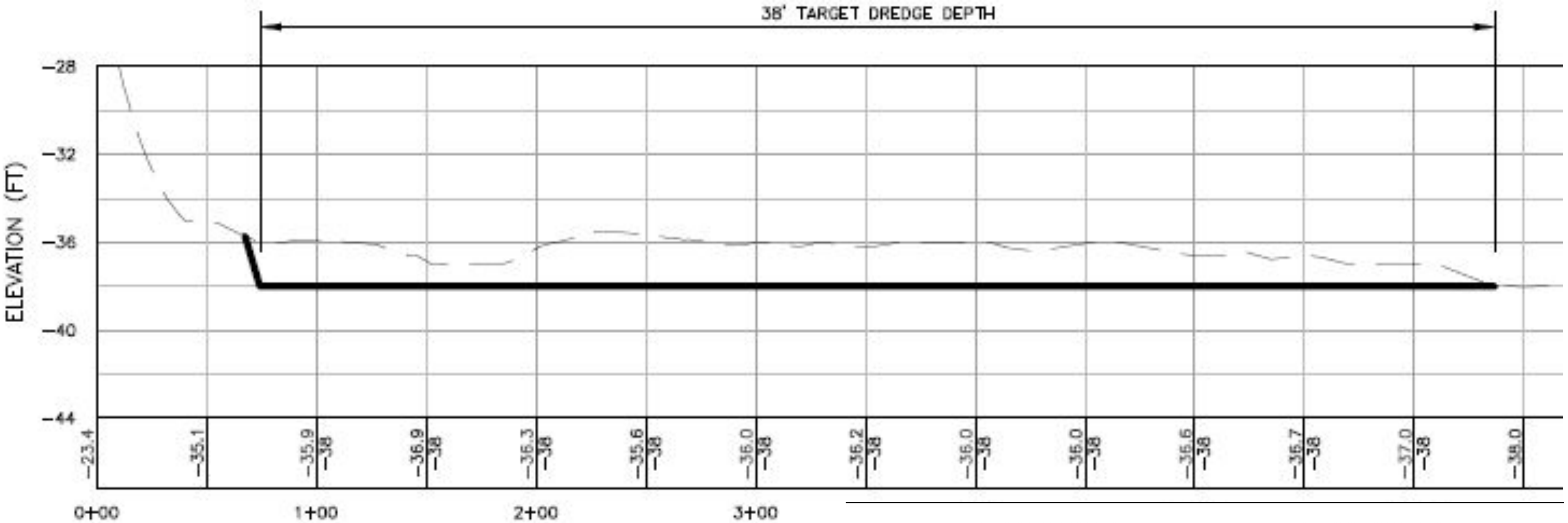


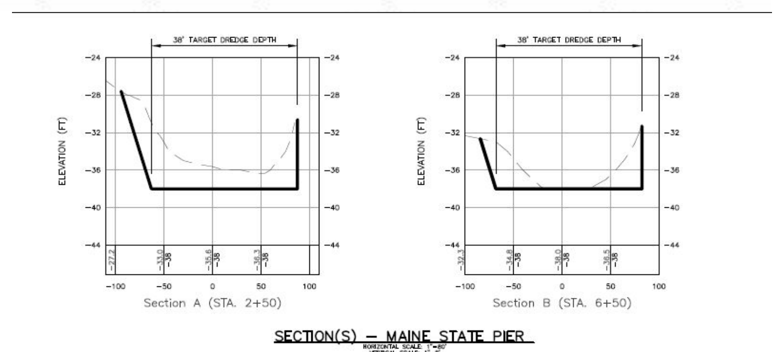
Dredging and Berthing

Assessment and Documentation

29 Property Owners and Over 60 dredge areas





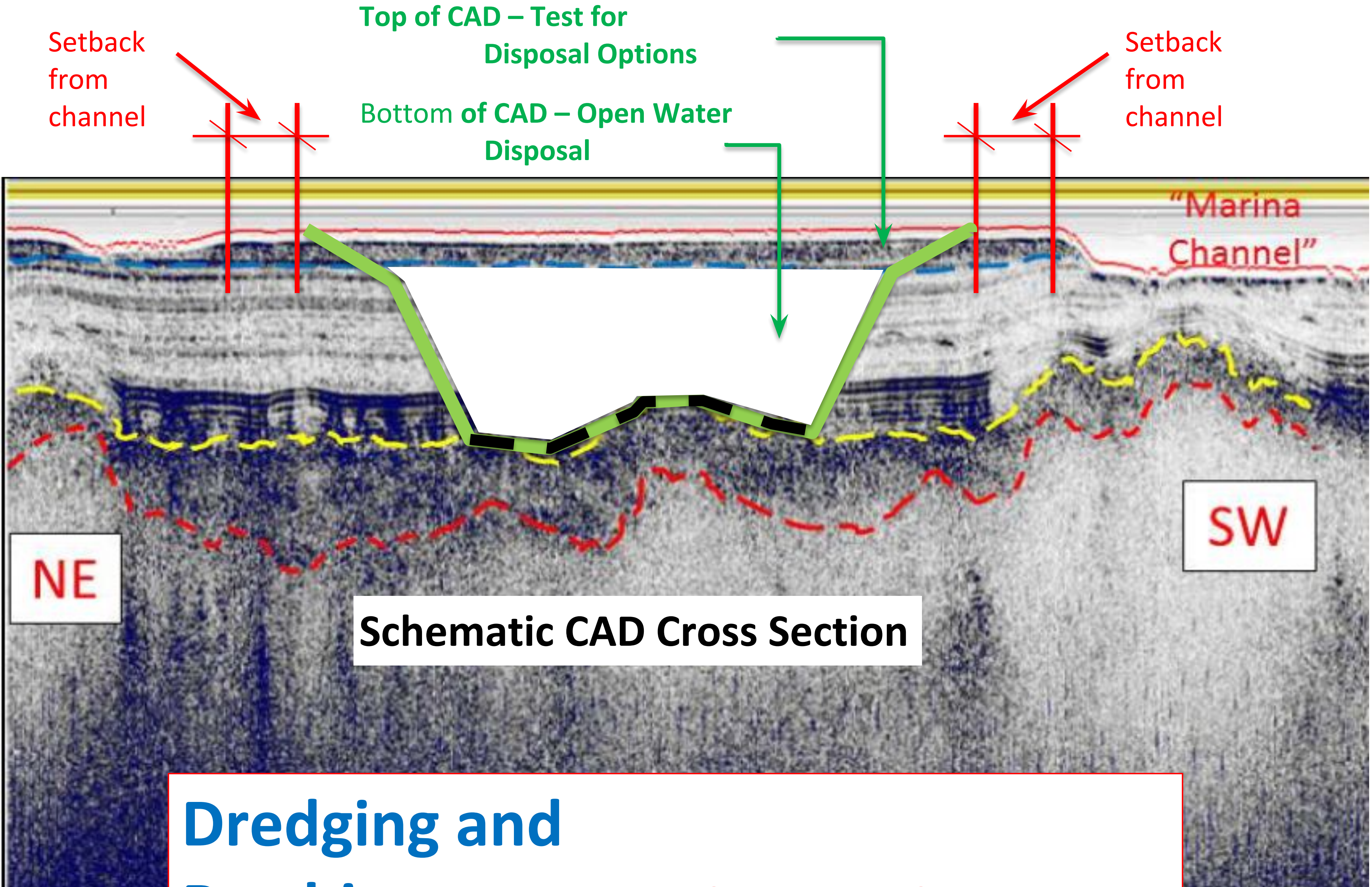


Dredging and Berthing Design

Dredging and Berthing
Sediment Disposal

Dredging and Berthing

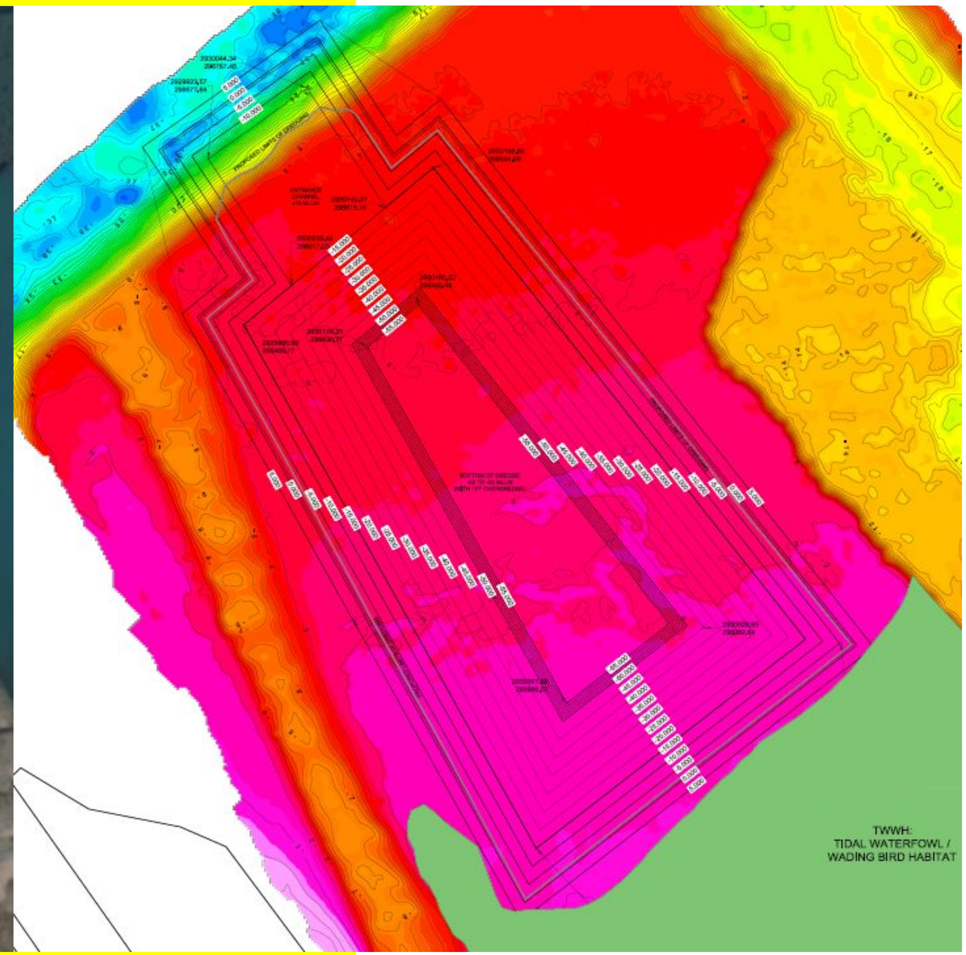
Sediment Disposal



Dredging and Berthing Subsurface Profile

Confined Aquatic Disposal - CAD

-49 MLLW (with 1FT OD to -50MLLW) : 278,810 Cubic Yard Capacity



Dredging and Berthing
Costs and Funding

200,000 to 278,000 cubic yards of material

Dredge Costs	$15,000,000
CAD Costs	$15,000,000

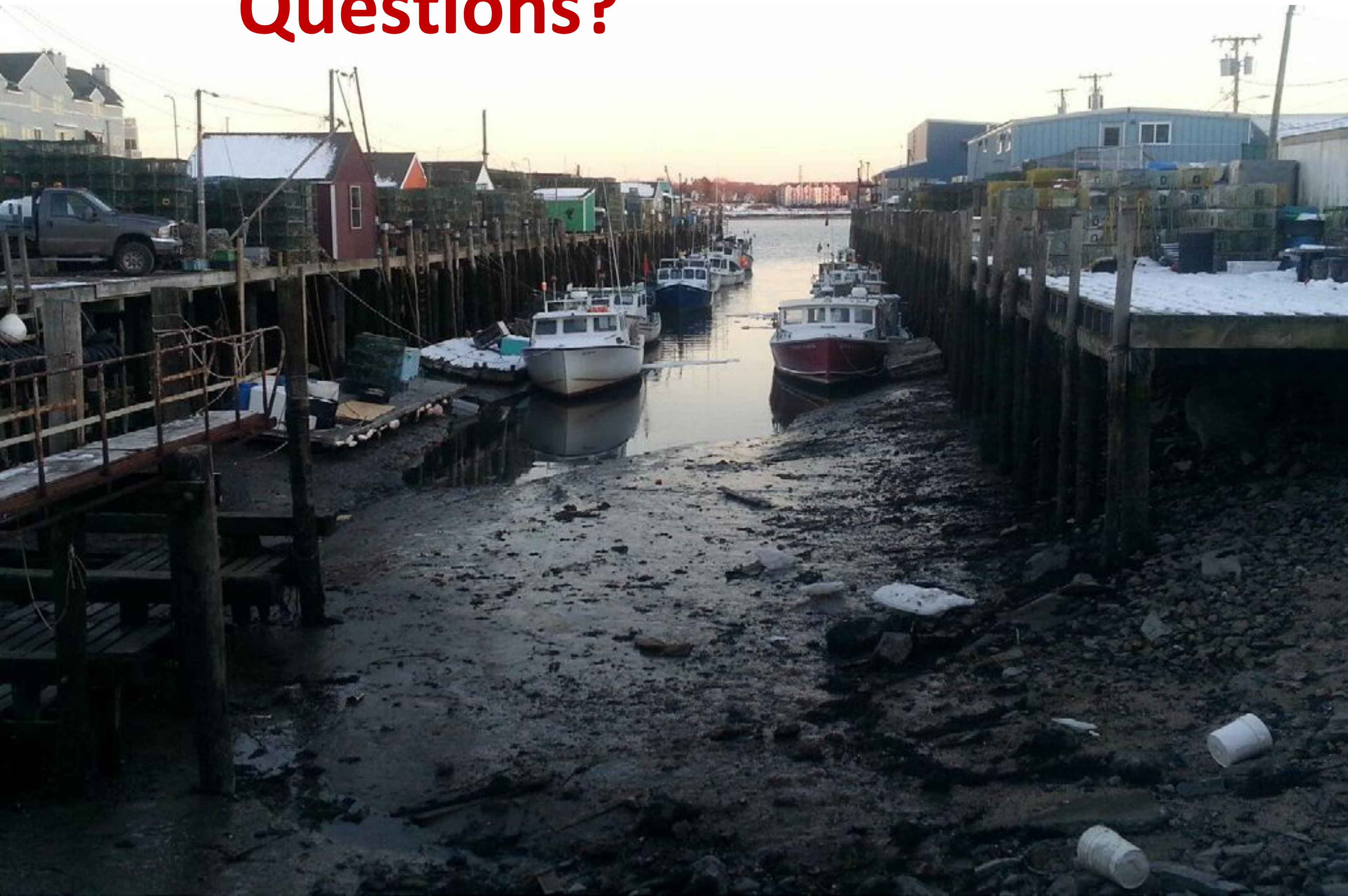
Funding Sources (assumed)

Municipal funds (Portland and South Portland)
Tipping Fees – Private and public
State Transportation Bond Funds
Federal “BUILD” grand (TIGER)

Next Steps

- Present to the South Portland City Council
- Secure funding for permitting the CAD
- Conduct testing of CAD site
- Legislation for Transportation Bond appropriation
- Permitting for CAD site and for pier dredges
- Application for 2020 BUILD Grant

Questions?




ME 3194G

CITY OF PORTLAND
Economic Development
Gregory A. Mitchell, Director

MEMORANDUM

TO:	**Economic Development Committee**
FROM:	**Julia Trujillo, Office of Economic Opportunity Director** **Greg Mitchell, Department Director**
DATE:	**August 15, 2019**
SUBJECT:	**PORTLAND PILOT WORKFORCE TRAINING PROGRAM UPDATE**

This Memorandum provides an update on the City Request for Proposal to fund workforce training, along with City staff's intention to move forward with one proposal

BACKGROUND

Discussions regarding the use of Tax Increment Financing (TIF) investment in workforce training started in 2018 under the direction of the EDC during updates and amendments to three City area-wide TIF Districts (Bayside, Downtown/Transit [DTIF], and Waterfront). The option for the City to invest TIF funding in workforce training was added to all three area-wide TIF Districts. The specific language to utilize TIF funds for workforce training includes:

Workforce Training Funds. Costs of services and equipment to provide skills development and training, including scholarships to in-state educational institutions or to online learning entities when in-state options are not available for jobs created or retained.

In April, 2019, the City Manager proposed a two pronged initial allocation of DTIF investment.

The first allocation would provide $100,000 funding for Portland Adult Education to augment its existing workforce training programming.

The second allocation would be for a total of $150,000 as a City pilot program to invest in Portland employer workforce training needs. The City would make funding available as a competitive bid opportunity. The City Manager proposed to follow a similar model to CDBG, where the City would solicit proposals from private and non-profit organizations to target training for Portland employer needs. His vision would potentially entail the formation of a committee, who would review and issue recommendations on awards.

RFP PROCESS AND RESPONSE

Staff prepared and issued a Request for Proposals (RFP) and was advertised with a six-week response deadline which closed on 14 August. See attached RFP.

Staff shared this RFP widely among their networks to include: Portland Regional Chamber of Commerce, Greater Portland Workforce Initiative, Portland Downtown, Maine Immigrant Rights' Coalition, Diversity Hiring Coalition, Creative Portland, Office of Economic Opportunity Monthly Newsletter with over 200 subscribers, Catholic Charities Maine Office of Refugee Services, Several Immigrant Led Organizations such as a Ladder to the Moon Network, Immigrant Welcome Center, Prosperity Maine, and Gateway Community Services, among others.

Thirteen (13) organizations (listing attached) overall requested the full proposal from the City's Purchasing Office. However, the City received only one proposal from MaineHealth with Coastal Counties Workforce, Inc. (our region's Workforce Board).

MAINEHEALTH AND COASTAL COUNTIES, INC. PROPOSAL OVERVIEW

MaineHealth and Coastal Counties Workforce, Inc Proposal launches a new ***Frontline Health Care Careers for New Immigrants Program*** to train 65 new immigrants for health care careers that do not require a Bachelor's degree. Attached is a copy of their proposal.

STAFF RECOMMENDATION

Despite receiving only one proposal, staff intends to move forward with entering into a contract with Coastal Counties Workforce, Inc. and MaineHealth to invest in their ***Proposed Frontline Health Care Careers for New Immigrants Program.***

City of Portland, Maine

Economic Development Department
Office of Economic Development

City of Portland Pilot Workforce Training Program
Request for Proposals
RFP #20001

CITY PILOT WORKFORCE TRAINING PROGRAM

Sealed proposals for the above Project, addressed to Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, and endorsed on the outside of the envelope with the name of the Proposer, Project Name, and Request for Proposals (RFP) number will be received until 3:00 PM (prevailing time) on Wednesday, August 14, 2019, at which time they will be publicly opened and read.

Late, unsigned proposals or proposals submitted electronically shall not be accepted. Proposals shall remain open to acceptance for ninety (90) days from their opening. One (1) hard copy of your proposal submission, including any descriptive literature, shall be submitted on the forms provided and, in an envelope, plainly marked on the outside with the proposal's title and number alone with one (1) electronic PDF on a thumb drive or DVD.

Copies of the RFP documents are available electronically by contacting the City of Portland Purchasing Office either by phone (207) 874-8654 or e-mail: JRL@portlandmaine.gov .

Proposals from workforce training organizations not registered with the Purchasing Office will be rejected; receipt of this document directly from the City of Portland indicates registration. Should a workforce training organization receive this RFP from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a workforce training organization for this RFP.

Questions regarding this RFP shall be made **in writing only** and be sent to the Purchasing Office, being received no later than five working days prior to the proposal opening. They may be hand delivered, mailed, e-mailed to JRL@portlandmaine.gov or faxed to 207-874-8652. Questions that result in modifications to the RFP specifications will be in the form of a written addendum and sent to all workforce training organizations registered in the Purchasing Office.

EQUAL EMPLOYMENT OPPORTUNITIES. Any award recipient 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 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. Contractor 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 the developer and its contractors where appropriate.

INSURANCE REQUIREMENTS. The Awarded Proposer will procure and maintain at its own expense occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars ($1,000,000.00) per claim. The Awarded Proposer will also procure and maintain 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, naming the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the General Liability and Automobile Liability Insurance, The Awarded Proposer shall name the City as an additional insured 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 under the Maine Tort Claims Act, other Maine statutory law, judicial precedent or common law. With respect to the Liability Insurance, The Awarded Proposer will provide the City a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which 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. The Awarded Proposer 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 insurance provider or agent.

RESERVATION OF RIGHTS. Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include, but are not limited to real estate and personal property taxes and sewer user fees. Proposals who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

It is the custom of the City of Portland, Maine to pay its bills 30 days following receipt of invoices for services. If your organization prefers to receive payment via electronic transfer rather than by check, please see the web link below* and include an EFT form with your bid submission.

* http://www.portlandmaine.gov/DocumentCenter/Home/View/817

July 1, 2019 Matthew F. Fitzgerald
Purchasing Manager

GOAL AND PURPOSE

To invest in employer driven relevant workforce training in order to create or retain jobs in Portland.

A total of up to $150,000 is available, as a City pilot program, to invest in Portland employer workforce training needs. Funding is available to one or more organizations.

The source of funding is from tax increment financing (TIF) districts. State allowable uses of TIF district funding include:

Costs of services and equipment to provide skill development and training, including scholarships to in-state educational institutions or to on-line learning entities when in-state options are not available, for jobs created or retained in a municipality.

Future City investment in workforce training will be dependent upon pilot program success.

Applicant Requirements

Applicants for TIF workforce training funding shall:

1. Showcase employer engagement/component to address incumbent workers or potential new workforce.

2. Demonstrate throughout the proposal three (3) or more years of experience leading and/or implementing any eligible activities.

3. Indicate how the applicant plans to leverage other existing sources of funding including, but not limited to state and/or federal workforce training sources. This local investment in workforce training is intended to be a supplemental source of funding to complement existing available workforce training programs.

ELIGIBLE APPLICANTS

Workforce training organizations must have an established partnership with a Portland employer.

Workforce training organizations include non-profit and post-secondary education institutions.

KEY TRAINING PROGRAM DELIVERABLES AND OUTCOMES

Number of overall participants;

Number and percentage of participants who demonstrate measurable skills gain;

Number of percentage of participants who demonstrate measurable skills gain*[1] resulting in employment;

Number and percentage of participants who entered employment;

Number and percentage of participants who earn a credential of value; and

Number and percentage of participants who earn a credential of value resulting in employment.

ELIGIBLE ACTIVITIES

a. **On the Job Training**, **Job Shadow or Internships**.

b. **Necessary training for the job seeker or employee in order to secure, retain or advance employment options, including but not limited to:**
   - short-term certificate programs,
   - skill deficiency programs, and
   - English for Speakers of Other Languages (ESOL) classes/interventions to support the hiring or promotion of employees.

c. **Employer training** to support the attraction of traditionally untapped populations and others to include but not limited to**:**
   - recent high school graduates,
   - re-entry population, or
   - skill deficient populations, immigrants or others.

[1] Applicant(s) shall submit reputable method to measure measurable gains resulting in employment unless the proposal is an ESOL intervention. In that case, the applicant shall measure English proficiency administering the CASAS assessment.

APPLICATION AND SELECTION PROCESS

Application

The Application should include the following:

Organization Description and Experience in Workforce Development

Proposed Workforce Training Program including Employer/Industry Engagement,

Budget including other training funding leveraged and

Listing of individuals and associated bios assigned to deliver training.

Selection Process and Criteria

A Selection Committee will be established by the City Manager to review and rank all proposals.

RFP selection criteria includes the following four categories:

Needs Assessment Requirements (20 points)
Describe the areas of need and barriers of the population you aim to serve and how your proposal plans to address them

Employer Engagement (30 points)
An employer engagement component is key to connect workforce training investment to current, projected employment or career advancement. Please describe in great detail the role, responsibilities and expected outcomes of each eligible entity associated with the application.

Proposed Workforce Training Program and Partnerships (30 points)
Describe your proposed training program including: the criteria to be utilized to assess employability services by each participant and the methods to be employed to identify each participants' career pathway; your outreach and collaboration plan to secure participation and the proposed program budget including how you plan to maximize all available public and private resources.

Workforce Training Organization and Trainor Experience (20 points)
Describe your organization's past experience (minimum of three years) delivering workforce training programs. Describe key program elements (including target population, average number of clients/year, goals, types of activities and/or services, program length, outcomes).

REPORTING REQUIREMENTS
Selected application(s) shall complete quarterly reports addressing the outcomes and deliverables included in this RFP to assess performance and expected results over time.

The City reserves the right to accept or reject any and all requests for financial assistance.

PROPOSAL FORM

City of Portland Pilot Workforce Training Program

RFP #20001

** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.
The bidder acknowledges the receipt of Addenda numbered: ___________________________

COMPANY NAME: ____

AUTHORIZED SIGNATURE: ____

DATE: ____

PRINT NAME & TITLE: ____

ADDRESS: ____

E-MAIL ADDRESS: ____

PHONE NUMBER: ____________________ FAX NUMBER: _________________________

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER: ____

STATE OF INCORPORATION, IF APPLICABLE: _________________________________

FEDERAL TAX IDENTIFICATION NUMBER (Required): _________________________

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

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Coastal Counties Workforce Inc.
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Portland, ME
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Cell: EMail: qhentzel@portlandregion.com

University of Southern Maine
Nikki Williams
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Phone: 228-8467 Fax:
Cell: EMail: nikki.williams@maine.edu

PROPOSAL FORM

City of Portland Pilot Workforce Training Program

RFP #20001

** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.
The bidder acknowledges the receipt of Addenda numbered: ______________

COMPANY NAME: Coastal Counties Workforce, Inc.

AUTHORIZED SIGNATURE: A Mancusi

DATE: 8/13/19

PRINT NAME & TITLE: Antoinette Mancusi, Executive Director

ADDRESS: 14 Maine Street, Suite 203A, Brunswick, Maine 04011

E-MAIL ADDRESS: amancusi@coastalcounties.org

PHONE NUMBER: 207-725-5472 FAX NUMBER: 207-725-5472

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER: 501c3

STATE OF INCORPORATION, IF APPLICABLE: Maine

FEDERAL TAX IDENTIFICATION NUMBER (Required): 76-0702022

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

Frontline Health Care Careers for New Immigrants
City of Portland Request for Proposals #20001

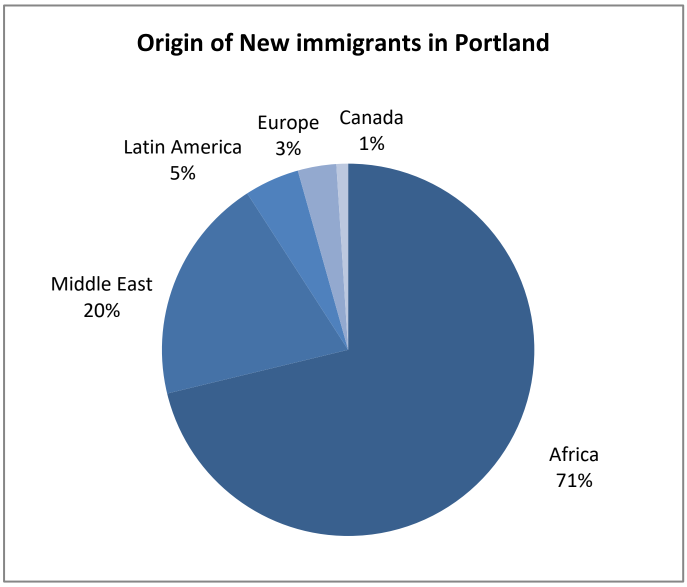
I. Needs Assessment

Describe the areas of need and barriers of the population you aim to serve and how your proposal plans to address them.

By any measure, Portland anchors the region's strong economy. Over the last five years, the city has gained 5,494 jobs for a growth rate of 8.2%. As of June 2019, unemployment stands at 2.2%. Economists describe this historic low as "full employment," which means that virtually all who are able and willing to work can find a job. It also means that those unable to find work face significant barriers to employment that are more expensive to address and remediate.

Our robust economy does not work for everyone. One of every ten immigrants in Portland is unemployed, a rate more than twice that of the native population. Others are stuck in low-wage, entry-level jobs earning $8 per hour less than the region's average wage.

Portland's foreign-born account for 8,921 residents, or 13% of the city's population. Forty percent, whether asylees, refugees, or secondary migrants, are considered by CCWI to be "new immigrants" who arrived in 2010 or thereafter. The vast majority, 71%, arrived from the African countries of Angola, Burundi, Rwanda, Somalia, Sudan, and the Democratic Republic of the Congo. Another large wave, 20%, arrived from Iran, Iraq, Syria, and Afghanistan. While immigrants bring skills, education, and an entrepreneurial spirit to the labor force, they face formidable barriers to full employment. The data below is drawn from the American Community Survey, which provides detailed characteristics on the foreign-born according to year of entry, with 2010-2017 as the most recent special tabulation.



Source: 2013-17 American Community Survey

- **Limited English proficiency:** A language other than English is the primary tongue for 83.6% of new immigrant households in Portland. English proficiency affects the ability of workers to navigate the job application, screening and interview process; describe their skills to hiring managers; attain jobs where communication skills, such as customer service, are important; and advance within a company from entry-level to skilled work.

- **Proof of credentials:** While 47.4% of new immigrants in Portland have completed at least some college, Maine schools and employers lack the capacity to evaluate and verify their degrees, coursework, or certifications. In other cases, licensing agencies simply don't recognize foreign credentials. This results in underemployment that does not fully utilize the education, skills, experience, or interests of new immigrants, resulting in "survival jobs" that are entry-level, part-time, seasonal, or temporary.

- **Transportation:** Only 58% of new immigrants have access to an automobile. Lack of transportation hinders their ability to take jobs that demand night shifts, are not well-served by public transit, or require a personal vehicle.

- **Affordable housing:** Housing is considered affordable when expenditures consume less than 30% of household income. Virtually all new immigrants in Portland rent, with 41.9% paying more than 30% of their income for housing. This burden makes households particularly vulnerable to tradeoffs among food, health care, transportation, child care, and higher education.

Coastal Counties Workforce, Inc. (CCWI) has teamed up with MaineHealth to launch ***Frontline Health Care Careers for New Immigrants (hereinafter "Frontline Health"),*** a pilot program to train 65 new immigrants for health care careers that do not require a Bachelor's degree. With the exception of housing, all of the barriers previously described will be addressed through the one-year pilot.

As the region's designated steward for Federal workforce training dollars, CCWI is uniquely positioned to leverage matching funds for this pilot program. Over the last three years, however, we have struggled to absorb a 34.46% loss in allocation, which was the result of the Workforce Innovation and Opportunity Act (WIOA) federal funding formula. This decrease impacts our region by diminishing our resources needed assist those who are more challenging (and more expensive) to serve.

II. Employer Engagement

An employer engagement component is key to connect workforce training investment to current, projected employment or career advancement. Please describe in great detail the role, responsibilities and expected outcomes of each eligible entity associated with the application.

Employer engagement is the foundation of CCWI's workforce development strategy. By legislation, 51% of CCWI's Board is comprised of business leaders from the private sector, who provide critical, real-time information on the region's labor force trends and training needs. Our current board includes managers from the region's manufacturing, hospitality, finance, IT, health care, and retail sectors, including Mölnlycke, Hilton Hotels, PeoplesChoice Credit Union, Wayfair, athenahealth, WEX, L.L. Bean, and Tyler Technologies.

To implement our pilot program, CCWI has partnered with MaineHealth. With 19,000 jobs throughout Southern and Western Maine, MaineHealth is the state's largest private employer, topping Hannaford, Wal-Mart, Bath Iron Works and L.L. Bean. As an integrated system of health care providers, MaineHealth is comprised of dozens of hospitals, medical centers, ambulatory services, and laboratories from Biddeford to Belfast, including Maine Medical Center in Portland.

Health care is the region's single largest industry sector, accounting for 23% of jobs in Portland and 18% in the Coastal Counties service area. From 2017-2027, the number of jobs in the health care sector is expected to grow by 8.5%, a demand driven by a variety of factors:

- **Aging population:** Led by the Baby Boomers, 42% of Mainers are over the age of 50, larger than the population of workers aged 20-49.

- **Longer life expectancy:** The average life expectancy in the U.S. is 78.7, an increase of 8 years since 1960.

- **Expanded Access:** Through the expansion of MaineCare and the passage of the Affordable Care Act, a greater percentage of the population, particularly those who are low-income, now have access to coverage.

The net result is that over time, a greater percentage of the population has access to health care services throughout their lives. Compared to past generations, this population is increasingly older, which translates to greater needs.

Health care accounts for one third of job vacancies in our service area – more than twice the percentage of any other sector. Indeed, MaineHealth alone averages 1,200 vacancies a week. Much of this demand is for frontline workers - typically the first point of contact for patients - who provide routine and essential services in institutional, outpatient and home health settings. On average, frontline jobs in Maine do not require a Bachelor's degree and pay between $2-$10 more per hour more than the minimum wage.

Types of Frontline Health Care Workers

Category	Occupation
Direct Care	Medical assistants, licensed practical and vocational nurses, nursing aides, pharmacy aides and technicians, dental assistants, emergency medical technicians, patient care technicians, physical therapy assistants, respiratory therapy technicians, and surgical technicians, cardiovascular technicians, laboratory technicians
Community and Public Health	Health educators, social and human services assistants, community health workers
Mental Health	Mental Health counselors, orderlies, psychiatric aides, and substance abuse counselors
Administration	Administrative assistants, medical records and health information technicians, medical transcriptionists, office clerks, and receptionists

Other	Centralized sterile processing technician, dietetic technicians, dietary aides, medical equipment preparers, occupational therapy assistants and aides, and recreational therapists

Source: Adapted from https://nationalfund.org/initiatives/careerstat/who-are-frontline-workers/

Through our pilot, we will provide 65 new immigrants with a structured set of services that prepare them for frontline health care careers, including career coaching, short-term occupational training, and support for transportation, childcare and other needs. These services will be offered to 50 incumbent workers who are current employees of MaineHealth as well as 15 clients who are unemployed or underemployed. Once participants are promoted, their entry level jobs will be backfilled by MaineHealth, generating a dynamic flow of career opportunity and advancement.

To implement **Frontline Health Care Careers for New Immigrants**, CCWI will manage a partnership that includes staff from MaineHealth and Workforce Solution's, CCWI's employment services provider. The chart below identifies which agency will have the primary responsibility for leading a particular activity critical to the project. In general, staff at MaineHealth will be responsible for outreach, hiring, and promotion activities, while staff at Workforce Solutions will be responsible for coordinating intake, assessment, training, and counseling of participants. In addition, Workforce Solutions will broker support services to ensure the success of participants whether they are clients or MaineHealth employees.

Lead Responsibility for Major Activities in Pilot Program

Activities	**CCWI**	**Workforce Solutions**	**MaineHealth**
Establish a system for management, communication, and evaluation	X		
Provide outreach to incumbent employees who are new immigrants			X
Provide outreach to unemployed and underemployed clients		X	
Assess skills of employees and clients		X	
Evaluate foreign credentials of employees and clients		X	
Outline the career pathway for frontline jobs, including minimum knowledge, skills, and abilities	X	X	X
Develop an individualized service plan for each participant		X	
Provide career coaching to participants		X	
Coordinate access to short-term occupational training		X	
Broker support services that maximize individual success		X	
Interview clients who complete the program			X
Promote incumbents who complete the program			X
Evaluate program outcomes	X		

III. Proposed Workforce Training Program and Partnerships

Describe your proposed training program including: the criteria to be utilized to assess employability services by each participant and the methods to be employed to identify each participants' career pathway; your outreach and collaboration plan to secure participation *and the proposed program budget including how you plan to maximize all available public and private resources.*

Each of the 65 participants in **Frontline Health Care Careers for New Immigrants** will move through five stages of assistance consisting of Outreach, Assessment, Training, Support Services, and Advancement.

Stages	Activity
I Outreach	To identify new immigrants interested in frontline health care careers
II Assessment	To develop an individualized service plan for each participant that builds on prior knowledge and skills
III Training	To connect participants with short-term training in frontline health care occupations
IV Support Services	To broker services that address individual barriers to successful completion of the training
V Advancement	To prepare individuals for job interviews that lead to hiring or promotion

Stage I: Outreach. Additionally, eligible unemployed or underemployed Portland residents will be referred to Workforce Solutions, our One-Stop delivery provider (located at 190 Lancaster Street in Portland) by CCWI's Core Partners:

- **Greater Portland Career Center** operated by the Maine Department of Labor provides a variety of employment services at no cost to job seekers, including career counseling, job fairs, interactive workshops, and access to computers to facilitate job searches and resume writing. The Career Center is co-located in South Portland with the Maine Department of Health and Human Services, which determines eligibility for MaineCare and SNAP benefits. By legislation, the Career Center is one of CCWI's Core Partners. In 2017, they received 17,000 visitors, half from immigrants.

- **Portland Adult Education** provides English language classes to over 1,800 immigrants from 60 countries, including reading, writing, grammar, and life skills. In addition, Portland Adult Education offers courses to help immigrants with computer literacy, job interviewing skills, and their understanding of workplace culture and etiquette. By legislation, Maine's Adult Education system is one of CCWI's Core Partners.

Over the past decade, our One Stop system has effectively reached new immigrants through a variety of strategies, including the hosting of Open Houses with community-based organizations to introduce New Mainers to our services; hiring of multi-lingual staff who speak French, Arabic and a variety of African languages; and the translation of our materials to common foreign languages.

MaineHealth's Center for Workforce Development is the gatekeeper for reaching incumbent employees. Many hold jobs in Environmental Services, or the "housekeeping" division of MaineHealth. This is typically the first U.S. position for new immigrants because they offer a low barrier to employment for those with limited English proficiency, who may even have practiced as nurses in their country of origin. To onboard employees, MaineHealth has already partnered with Portland's Immigrant Welcome Center, using their Voxy platform to customize 20 lessons which focus on hospital policies, regulations, and safety protocols. The Voxy Platform facilitates the use of personalized curriculum adapted to each learner's needs, personal interest and proficiency level.

Because we can leverage these robust outreach programs, we do not anticipate the need to set-aside funds from the grant for additional outreach. This will enable us to focus the funds on training.

Stage II: Assessment. The career counselor will work 1:1 with participants to determine eligibility for grant funded services. The career counselor will work with grant participants to develop an individualized employment plan based on comprehensive assessments. Assessments cover basic skills, work history, interest inventory, educational background, barriers to employment, and transportation needs. It is at this stage, that we can determine whether the client is 1) interested in a health care career; 2) possesses foreign credentials; 3) exhibits knowledge and skills critical to one or more career pathways; and 4) identify barriers that can be addressed with support services. Based on assessment results, a career counselor will develop an individualized service plan outlining their career pathway for a specific health care occupation, including options for short-term occupational training in the field.

The individualized career services that will be provided to grant participants include comprehensive skills assessments, career advising, financial support for short-term occupational trainings, and supportive services for credential evaluation or translation or testing/certification fees.

Stage III: Training. For clients of the One Stop system, service plans will identify appropriate short-term training opportunities in a career pathway of interest. These opportunities may include on-the-job training, apprenticeships, and certificate programs from for-private and non-profit colleges. In Southern Maine, for example, approved training providers include Southern Maine Community College, Northeast Technical Institute, Intercoast Career Institute, and Seacoast Career School, which offer certificate programs of one year or less in Dental Assisting, Medical Coding, Medical Billing, Surgical Technology, Medical Assisting, Phlebotomy, Massage Therapy, Medical Office, Medical Transcription, Paramedicine, and Behavioral Health.

Some training programs can be offered at no cost to the grant. Over the last two years, MaineHealth teamed up with Southern Maine Community College to develop short-term programs in Phlebotomy and Medical Assisting, both of which were funded by Maine Quality Centers. These intensive programs engage cohorts of students in a blend of online and classroom training plus clinical practice. The Phlebotomy program results in a standalone certificate, while Medical Assisting offers credits to be applied toward an Associate's degree. Since these programs are already subsidized, limited grant funds will only support incumbent worker training opportunities not currently offered through MaineHealth. Clients and incumbents pursuing Phlebotomy and Medical Assisting will still be eligible for support services and career coaching.

Incumbent training for current MaineHealth employees will follow specific Federal guidelines designed to improve the skills and competitiveness of the participant as well as the competitiveness of the employer. Service plans developed by the career counselor will enable employees to participate in industry-recognized training that results in a credential or a measurable skills gain. To facilitate completion, MaineHealth is committed to making these opportunities accessible to incumbent workers so that they can participate in training while simultaneously maintaining their work schedules and salaries.

Stage IV: Support Services. Federal dollars will be used to leverage support services necessary for the successful completion of training, including the following:

- **Transportation:** Mileage reimbursement, gas cards, and transit fares to support travel to training opportunities. In limited cases, both Driver's License/Education (Class C) may be permitted in addition to vehicle repairs required to address inspection deficiencies.
- **Childcare:** Childcare based on current DHHS guidelines.
- **Clothing/Uniforms:** Need related to obtain employment.
- **Safety Equipment:** Such equipment may be covered if it is required by an employer and meets appropriate safety standards in order to obtain employment.
- **Tools:** If the tools are required by the employer to successfully obtain employment, a valid job offer from the employer must be verified prior to purchase.
- **Medical:** Medical support services must be a requirement of a training course, employment related or required for admission into training.
- **Foreign Language Services:** Services such as Credential Evaluation Services and Test of English as a Foreign Language (TOEFL).

Stage V: Advancement. Workforce Solutions staff will work with both One Stop clients and incumbent workers to prepare them for job opportunities in frontline health care. While virtually all participants will improve their readiness for a frontline job, we expect 72% to be hired or promoted within a one-year period. Ideally, incumbent employees will move up to a higher skilled position within MaineHealth that pays higher wages, thus allowing the company to hire an entry level worker to backfill their position. This approach results in employment for 47 direct beneficiaries plus another 35 in backfilled positions.

Program Outcomes for Health Care Careers for New Immigrants

	One Stop Clients	Incumbent Workers	Total
Number of participants	15	50	65
Participants who demonstrate a work-readiness increase	14	45	59
Percent	90%	90%	90%

Participants who demonstrate a measurable skills gain	9	30	39
Percent	60%	60%	60%
Participants who earn a credential of value	9	20	29
Percent	60%	40%	45%
Participants hired or promoted to frontline health care jobs	12	35	47
Percent	80%	70%	72%

The partnership will be managed by CCWI's Director of Operations, with oversight from CCWI's Executive Director. MaineHealth's activities will be coordinated by two existing staff in its Center for Workforce Development. Workforce Solutions will hire one full-time career counselor to provide case management and career coaching services while utilizing portions of time from existing staff for oversight, administration, and life navigation.

Program Budget for Health Care Careers for New Immigrants

	Grant	Leveraged	Description
Personnel			
Career Counselor (1.0 FTE)	$38,000		Case management and career coaching services for participants
Program Manager (.10 FTE)	$5,000		Oversight of Career Counselor
CCWI Director of Operations	$3,872		Program coordination by CCWI Director of Operations
CCWI Executive Director		$6,596	Management and oversight by CCWI Executive Director
Workforce Solutions Career Counselor		$4,500	.10 FTE of WIOA Career Counselor will be leveraged
Workforce Solutions Senior Director		$4,750	Oversight of career counselor and administrative staff
Fringe	$9,843		Calculated at 21% of personnel
Travel	$116		200 miles at $0.58/mile
Vocational assessments	$1,226		Fee for ONET Occupational Assessments
Occupational training	$57,543	$17,250	Short-term occupational training estimated at $1,150 per client (additional training for 15 participants will be provided in leverage)
Supportive Services	$10,000	$7,500	$200 of support service funds available per participant (funding for 15 individuals provided in leverage)
Labor Market Information		$550	Economic Modeling Specialists Int. (EMSI) license for Career Counselor to access to review labor market information with participants
Outreach	$500		Printing of materials
Case Management System	$2,000		Cedar Springs Case Management System for tracking metrics
Office space		$6,000	Office space for direct program staff
Supplies	$1,650		Laptop for Career Counselor and client files
Administrative costs	$20,250		Includes administrative costs for administering IWT, OJTs, Work Experiences and fiscal oversight functions
Total	**$150,000**	**$47,146**	**$197,146**

IV. Workforce Training Organization and Trainor Experience

Describe your organization's past experience delivering workforce training programs, including key program elements (target population, average number of clients/year, goals, types of activities and/or services, program length, outcomes).

Coastal Counties Workforce, Inc. (CCWI) was established in 2000 as a 501(c)(3) nonprofit organization to administer Federal funding from the Workforce Innovation and Opportunity Act (WIOA) for six of Maine's coastal counties, including York, Cumberland, Sagadahoc, Lincoln, Waldo and Knox. As one of the state's three designated Workforce Investment Areas, CCWI serves half of Maine's residents and businesses. Every four years, we produce a regional plan to align Federal investments in job training, integrate service delivery across programs, and ensure that the system is job driven to match the skills of workers with business needs. Our 2016-2020 plan, which is aligned with Maine's Unified Plan, is organized around the following goals:

1. **Employers are actively engaged** with the regional workforce system that understands and appropriately responds to their skilled workforce needs.

2. **Job seekers and current workers can easily access** and participate in workforce services relevant and appropriate to their career goals and align them with the skilled workforce needs of the local economy.

3. Regional workforce system partners align and integrate services and resources to create a **"no wrong door" employment and training network** easily accessed by workers and employers.

Since 2000, CCWI has administered $75 million in workforce training funds serving 26,057 people, with 82% of clients securing permanent employment. This translates to an average of 1,371 clients per year.

Through WIOA funding, our target population is low-income adults, disadvantaged youth aged 16-24, and workers dislocated by layoffs and closures. Under Federal legislation, "low income" applies to an individual whose family income, adjusted for size, does not exceed 70% of the Lower Living Standard Income Level (LLSIL) established by the Department of Health and Human Services. In 2017, this threshold was $29,659 for a family of four. That same year, the median household income of new immigrants in Portland was $21,165, well below the Federal threshold. As long as they have authorization to work in the United States, most new immigrants - adults and youth alike – will be eligible to use our services. Indeed, 40%-50% of our current caseload in Cumberland County is comprised of new immigrants. Since 2016, we estimate that CCWI has served 323 new immigrants, with 69% securing permanent employment.

Operated by Goodwill Northern New England, Workforce Solutions is CCWI's WIOA Title IB partner, providing "One-Stop" services to low-income adults, disadvantaged youth and dislocated workers in our region. One-stop services at 190 Lancaster Street in Portland, which is conveniently located one floor above the city's General Assistance office, include career counseling, skills assessment, job coaching, short- term occupational training, job placement, and access to support services. Beyond WIOA, CCWI has coordinated numerous sector training grant projects, including information technology, healthcare and advanced manufacturing.

While CCWI and Workforce Solutions boast a proven track record of serving new immigrants, the reality is that the need for services vastly exceeds our WIOA allocation. In fact, over the last three years, our WIOA allocation has declined by 34.46%. With a grant from the City of Portland, CCWI and Workforce Solutions can not only increase the number of immigrants served in Portland but leverage funding for the support services critical to their success.

CCWI has a proven history of developing innovative solutions to local workforce development challenges that prioritize populations most in need and focus on businesses that provide opportunities to grow along a career pathway. CCWI is uniquely positioned to support the work of this grant for the following reasons:

1. **Business-led:** By law, CCWI is made up of 51% business with other members representing education, training, labor and economic and community development. As a business-led board, we are committed to understanding what competencies businesses need, and what credentials matter.
2. **Experience:** Since 2000, CCWI staff has managed over $70 million of federal employment and training funds with an outstanding record of meeting program metrics.
3. **Leverage:** CCWI brings strong capacity for leveraging funds. In order to maximize the impact of this funding opportunity and to expand the capacity to serve more individuals, CCWI will leverage existing program funds to support this grant initiative.
4. **Metrics:** As a workforce board, CCWI is constantly evaluated on our ability to help people
    - Get hired
    - Earn higher wages and advance
    - Gain measurable skills and credentials

   CCWI has a proven track record of meeting or exceeding program metrics.
5. **Sustainability:** As a regional convener, CCWI is committed to investing in projects that are sustainable and scalable in order to promote best practices and innovative approaches across our region. CCWI believes that this pilot grant opportunity provides a framework for investing in frontline workers. CCWI has been designed as the workforce board for our region and that designation will not change. Therefore, CCWI has the capacity to continue to work to identify ways to support and scale this initiative even after this grant period ends.

Coastal Counties Workforce, Inc. Staff

As CCWI's Director of Operations, Jillian Sample facilitates strategic relationships that achieve agency goals. Prior to joining CCWI in 2018, she held leadership positions with workforce development agencies in the Boston area. Jillian holds a B.A. in History from Denison University.

As CCWI's Executive Director, Antoinette Mancusi provides leadership and management for the Local Workforce Board serving Maine's six coastal counties, including programmatic excellence, fiscal responsibility, resource development, external communications, and Federal compliance. Prior to her fifteen years with CCWI, she served as technical advisor with Maine Municipal Association's Legal Department. Antoinette earned a B.A. in Political Science from New York University and a J.D. from the University at Buffalo School of Law. She is admitted to the Florida Bar.

Workforce Solutions Staff

As Goodwill Northern New England's Senior Director of Workforce Services, David Wurm oversees all workforce programming through the Coastal Counties region. His role also supports the development and implementation of other workforce programming, including vocational rehabilitation services for individuals with disabilities and targeted workforce programming for high-needs populations. He received his B.A. in History from Wheaton College and an MBA from the Isenberg School of Management at UMass-Amherst.

If awarded, Workforce Solutions will hire a Career Counselor to support this pilot grant initiative. The Career Counselor's responsibilities will include eligibility determination, career assessments, development of individualized career plans, and employment case management for all grant participants. Position to be filled, with preference for candidates that are multilingual and/or experience working with diverse populations.

MaineHealth Staff

As manager of the Center for Workforce Development, Jennifer O'Leary provides leadership for the recruitment and retention of talent to fulfill the priority labor needs of MaineHealth. Prior to joining the agency in 2015, Jennifer logged 16 years with the University of Maine system, including positions in admissions, business and government relations, and external communications. Jennifer holds a B.S. in Business Administration and Marketing and an M.Ed. in Adult Education, both from the University of Southern Maine.

MaineHealth

August 13, 2019

Antoinette Mancusi
Executive Director
Coastal Counties Workforce, Inc.
14 Maine Street, Box 2
Brunswick, ME 04011

RE: City of Portland Pilot Workforce Training Program

Dear Ms. Mancusi:

As Maine's largest private employer, MaineHealth is excited to partner with you to launch a pilot program in support of Portland's immigrant population.

In 2018, MaineHealth created a Center for Workforce Development to address our current demands for a highly skilled, well-trained workforce. As an example, Maine Medical Center averages 500 job openings a day. Entry level healthcare occupations are among the fastest growing across the nation, and healthcare is a community priority requiring a strong workforce component that include both clinical and non-clinical roles (i.e. food services, linen). The healthcare sector is not only competing for talent within its own industry but is also faced with competition for labor across all of the communities we serve.

MaineHealth continues to look for innovative ways to recruit, develop and retain talent amidst a challenging workforce shortage. While we have started the work, we have opportunity to be a better strategic partner around workforce development– and we cannot do this work alone. We welcome the opportunity to work with Coastal Counties Workforce, Inc. on this timely initiative to grow and support the career growth for on-demand health care careers of immigrants/New Mainers in the City of Portland – both from current employees – inside up - and from within the community – outside in. As a committed partner, MaineHealth will work with Coastal Counties Workforce, Inc. to:

- Establish clear opportunities for employees to advance along career pathways within MaineHealth
- Provide the opportunity for MaineHealth employees to receive individualized career services through an on-site career advisor
- Support retention of current employees through career counseling and career development
- Increase awareness of employment and career advancement opportunities at MaineHealth
- Develop career maps that outline education and training requirements for different positions and career pathways opportunities
- Develop career pathways for internal employees as well as community members

With the challenges of our existing workforce demographics coupled with the demand for healthcare services - effective partnerships are required to attract, retain and build workforce talent. Thank you for providing us the opportunity to do this critical work together.

Sincerely,

Judith West

Judith West
Chief Human Resource Officer
MaineHealth

Human Resources

229 Vaughan Street • Portland, ME 04102 Phone: 207-661-4000 Fax: 207-661-9145

CITY OF PORTLAND
Planning & Urban Development Department
Housing and Community Development Division

MEMORANDUM

TO: **Economic Development Committee**

FROM: **Mary Davis, HCD Division Director**

DATE: **August 16, 2019**

SUBJECT: **Option and Lease Agreements**
City Owned Property at 83 Middle Street to Community Housing of Maine (CHOM)

I. ONE SENTENCE SUMMARY

Community Housing of Maine is requesting a 99 year lease of city-owned property at 83 Middle Street to develop approximately 49 units of affordable rental housing for seniors aged 55 and older, which will also include a preference for 11 units for long term shelter stayers, parking and ground level commercial space. As noted in a May 16, 2019 memo to the Housing Committee from Kristen Dow, then Interim Director of the Health and Human Services Department, *"The planned development supports the City's goal of stabilizing the homeless populations, by targeting the individuals that consume the majority of the resources. As has been shown by CHOM's development on 81 Danforth St (Danforth on High) the longest-term shelter stayers can thrive when given a chance to obtain safe, stable, affordable housing. CHOM has a proven track record of engaging and blending populations to make stable and successful housing. By housing the longest-term shelter stayers, the City can better allocate their resources by providing fewer shelter beds, and more targeted support services."*

II. BACKGROUND

83 Middle Street is currently a surface parking lot utilized by the City's Police Department. CHOM's involvement in the project ensures that units are added to the pool of units available to persons experiencing homelessness through its ongoing relationship and commitment to serve this population.

City staff and CHOM previously presented the project to the City of Portland's Health and Human Services Committee on January 22, 2019 and to a joint meeting of the Economic Development and Housing Committees on May 21, 2019. On July 10 2019, the Housing Committee voted to recommend that the City help finance the project with a loan in the amount of $330,000 from the City's Affordable Housing Development Program. This financial request is scheduled for a second reading at the September 4th City Council Meeting.

CHOM intends to apply for Low Income Housing Tax Credits through the QAP application with Maine Housing. The QAP application is due on September 26 and requires site control which can be in the form of an option or long-term lease.

III. INTENDED RESULT OR COUNCIL GOAL ADDRESSED

Increase access to rental housing that is safe, affordable and accessible for working and low-income families.

IV. FINANCIAL IMPACT

Currently the property has a tax assessed value of $277,800. However, as city-owned property the net taxable value of the property is $0.00. Preliminary project financial information provided by the Developer indicates a total development cost of $11,370,630. At this time, an estimated tax assessed value on the proposed project has not been determined. It is expected that the project will pay real estate taxes on the assessed value of the building, when constructed.

Also, it is noted that this parcel is located in the City Downtown/Transit Oriented (DT/TOD) TIF District and 100% of the property taxes (if taxable) will be retained by the City to be invested per the DT/TOD Program.

Consideration for the proposed 99 year lease includes an aggregated lease payment of $99.00 for the term, due and payable upon execution of the lease agreement.

V. STAFF ANALYSIS AND RECOMMENDATION

This project will create approximately 49 units of rental housing (estimated to include 23 studio apartments, 23 one-bedroom apartments and 3 two-bedroom apartments). All of the units will target households with incomes below 60% of the area median income (AMI). The project will be one of the first to use the income averaging set aside in the Low Income Housing Tax Credit Program, which will allow the project to serve households with incomes up to 80% AMI as long as the average income and rental limits in the project remains at 60% AMI or less.

The option and lease will include the following conditions, terms and/or contingencies:

- Environmental Indemnification
- Leased “as is, where is” and “with all faults”
- Developer is 100% responsible for any investment in project related public infrastructure.
- Boundary survey performed by licensed surveyor obtained by developer and at developer’s expense.

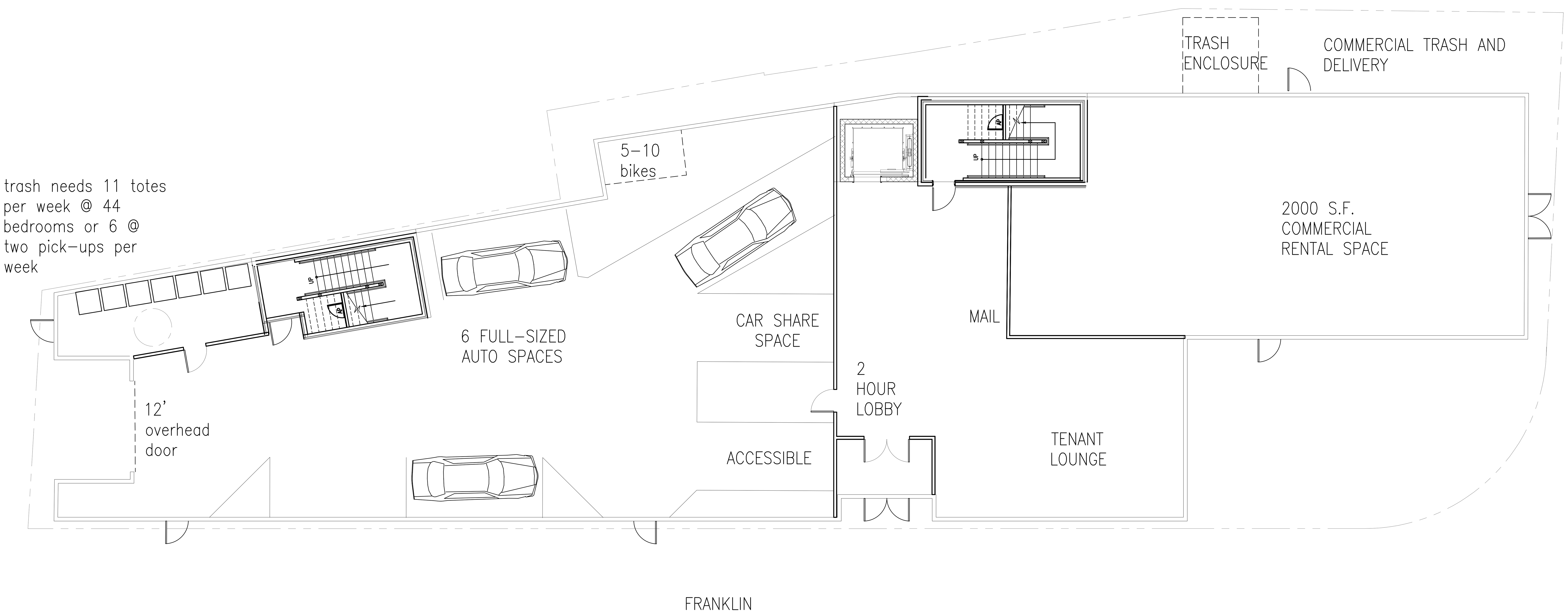
NOTE: A recommendation for funding or an option to lease is not the same as approval of the overall project. After carefully weighing the potential benefits and impacts on the City and surrounding neighborhood against standards in the Land Use Ordinance, the Planning Board will ultimately determine if a project meets those standards. Any funding or option to lease recommended or approved will be contingent on the project's approval by the Planning Board.

Staff is requesting that the Economic Development Committee approve and recommend to the City Council an option and lease of city-owned property located at 83 Middle Street to Community Housing of Maine with a term of 99 years at an aggregated lease payment of $99.00 for the term, due and payable upon execution of the lease agreement.

VI. LIST OF ATTACHMENTS

Project map, proposed plan, pro-forma
Option and Lease Agreement

Attachment 3a.



A5 PROPOSED FIRST FLOOR PLAN

CWS ARCHITECTS
ARCHITECTURE | INTERIOR DESIGN
434 Cumberland Avenue Portland ME 04101
OFFICE: 207 774 4441 CWSARCH.COM

DESIGNER: CWS ARCHITECTS, ARCHITECTURE | INTERIOR DESIGN, 434 CUMBERLAND AVENUE, PORTLAND, MAINE 04101, T: 207-774-4441, F: 207-774-4016, WWW.CWSARCH.COM

OWNER: CHOM COMMUNITY HOUSING OF MAINE, ONE CITY CENTER, 4TH FLOOR, PORTLAND, MAINE 04101

PROJECT: MIDDLE STREET APARTMENTS, MIDDLE STREET, PORTLAND, MAINE 04101

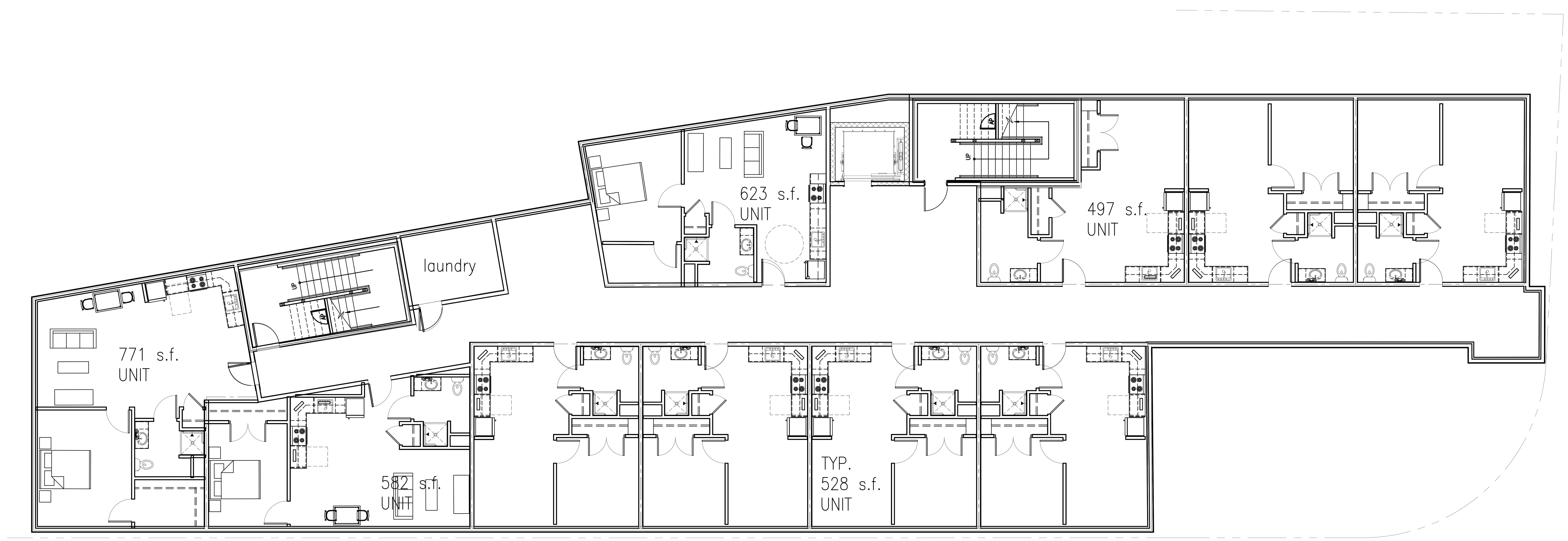
DRAWING: PROPOSED FIRST FLOOR PLAN, CWS PROJECT NUMBER: 14.013

REVISIONS

DRAWING NUMBER
A1.01

SCALE: 1/8" = 1'-0"
DATE: 05/28/2019

Attachment 3b.



A5 PROPOSED 2ND, 3RD AND 4TH FLOOR PLAN

CWS ARCHITECTS
ARCHITECTURE | INTERIOR DESIGN
434 Cumberland Avenue Portland ME 04101
OFFICE: 207 774 4441 CWSARCH.COM

DESIGNER

CWS ARCHITECTS
ARCHITECTURE | INTERIOR DESIGN
434 CUMBERLAND AVENUE
PORTLAND, MAINE 04101
T: 207-774-4441
F: 207-774-4016
WWW.CWSARCH.COM

OWNER

CHOM COMMUNITY HOUSING OF MAINE
ONE CITY CENTER, 4TH FLOOR
PORTLAND, MAINE 04101

PROJECT

MIDDLE STREET APARTMENTS
MIDDLE STREET
PORTLAND, MAINE 04101

DRAWING

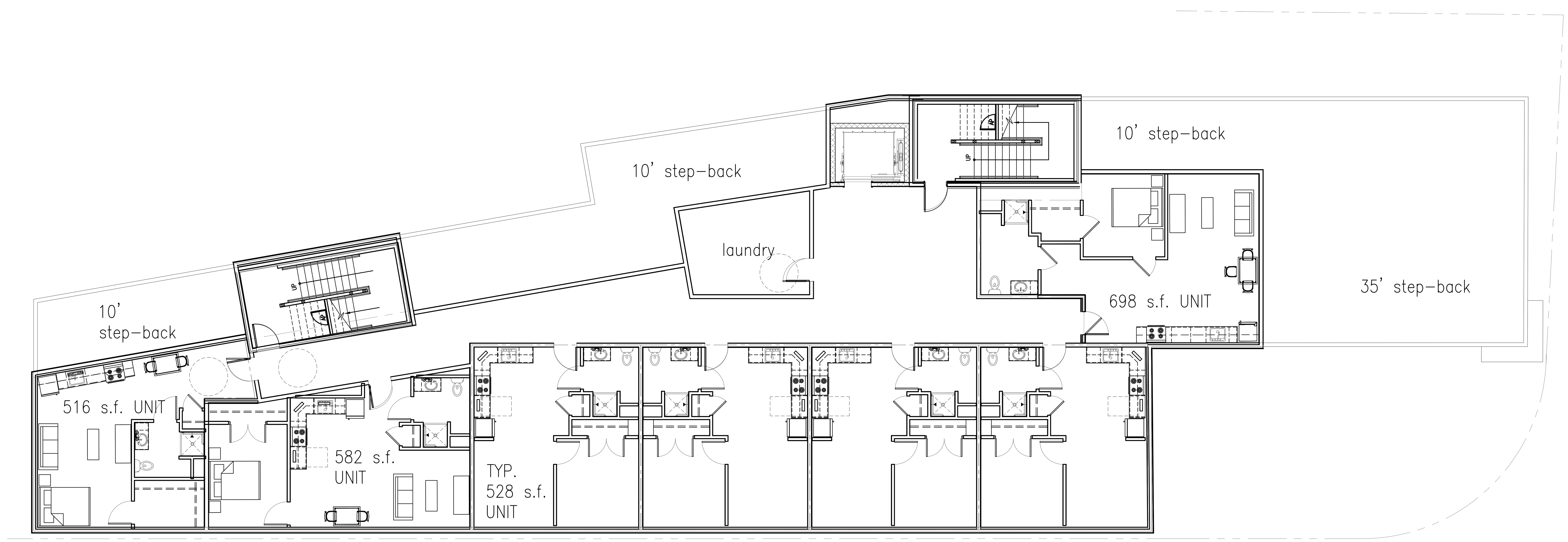
PROPOSED 2ND, 3RD AND 4TH FLOOR PLAN
CWS PROJECT NUMBER: 14.013

REVISIONS

DRAWING NUMBER
A1.02

SCALE: 1/8" = 1'-0"
DATE: 05/28/2019

Attachment 3c



A5 PROPOSED 5TH AND 6TH FLOOR PLAN

CWS ARCHITECTS
ARCHITECTURE | INTERIOR DESIGN
434 Cumberland Avenue Portland ME 04101
OFFICE: 207 774 4441 CWSARCH.COM

DESIGNER

CWS ARCHITECTS
ARCHITECTURE | INTERIOR DESIGN
434 CUMBERLAND AVENUE
PORTLAND, MAINE 04101
T: 207-774-4441
F: 207-774-4016
WWW.CWSARCH.COM

OWNER

CHOM COMMUNITY HOUSING OF MAINE
ONE CITY CENTER, 4TH FLOOR
PORTLAND, MAINE 04101

PROJECT

MIDDLE STREET APARTMENTS
MIDDLE STREET
PORTLAND, MAINE 04101

DRAWING

PROPOSED 5TH AND 6TH FLOOR PLAN
CWS PROJECT NUMBER: 14.013

REVISIONS

DRAWING NUMBER
A1.03

SCALE: 1/8" = 1'-0"
DATE: 05/28/2019

Attachment 3d

A5 PROPOSED BUILDING

CWS ARCHITECTS
ARCHITECTURE | INTERIOR DESIGN
434 Cumberland Avenue Portland ME 04101
OFFICE: 207 774 4441 CWSARCH.COM

DESIGNER

CWS ARCHITECTS
ARCHITECTURE | INTERIOR DESIGN
434 CUMBERLAND AVENUE
PORTLAND, MAINE 04101
T: 207-774-4441
F: 207-774-4016
WWW.CWSARCH.COM

OWNER

CHOM COMMUNITY HOUSING OF MAINE
ONE CITY CENTER, 4TH FLOOR
PORTLAND, MAINE 04101

PROJECT

MIDDLE STREET APARTMENTS
MIDDLE STREET
PORTLAND, MAINE 04101

DRAWING

PROPOSED ELEVATION
CWS PROJECT NUMBER: 14.013

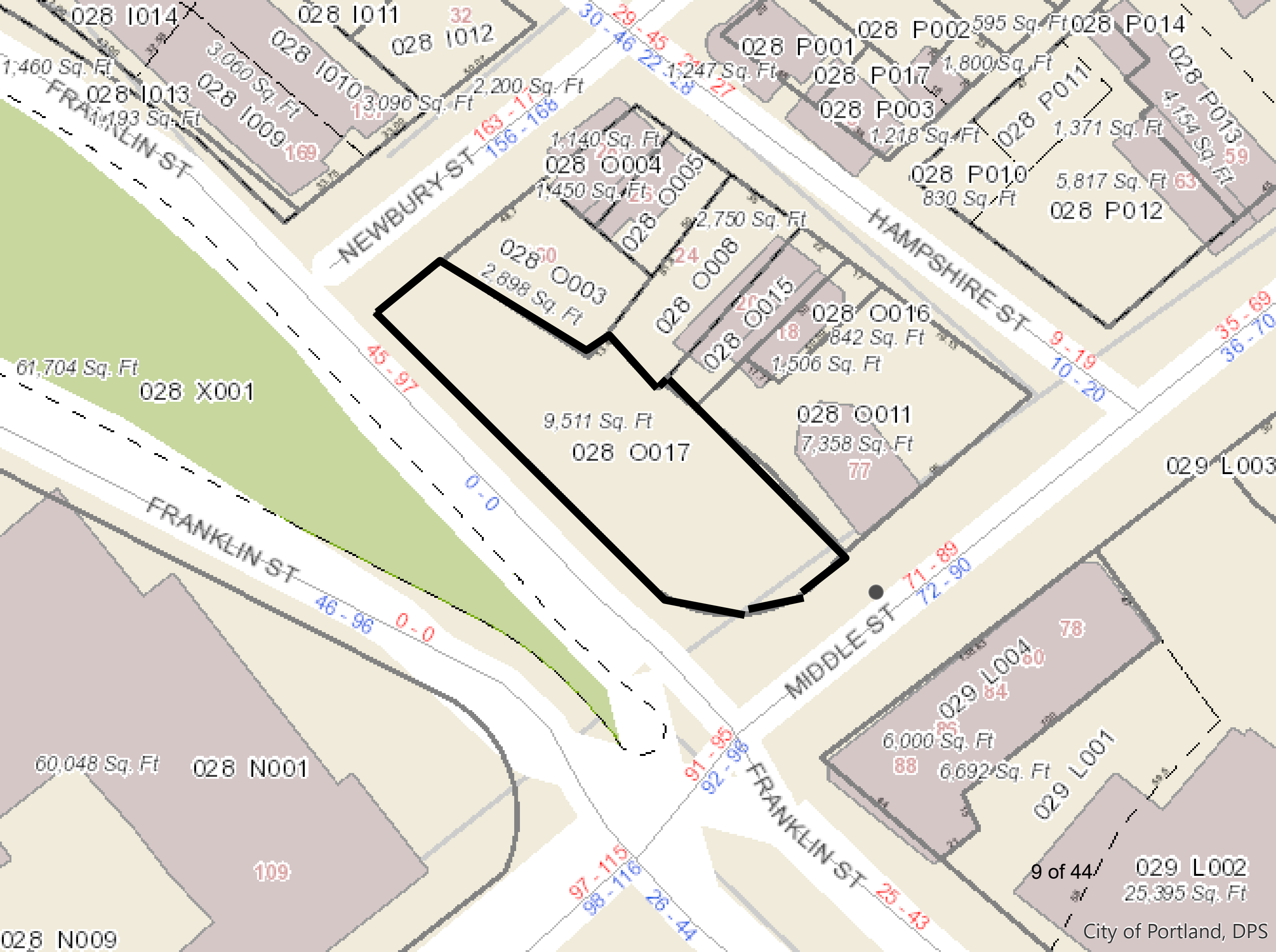
REVISIONS

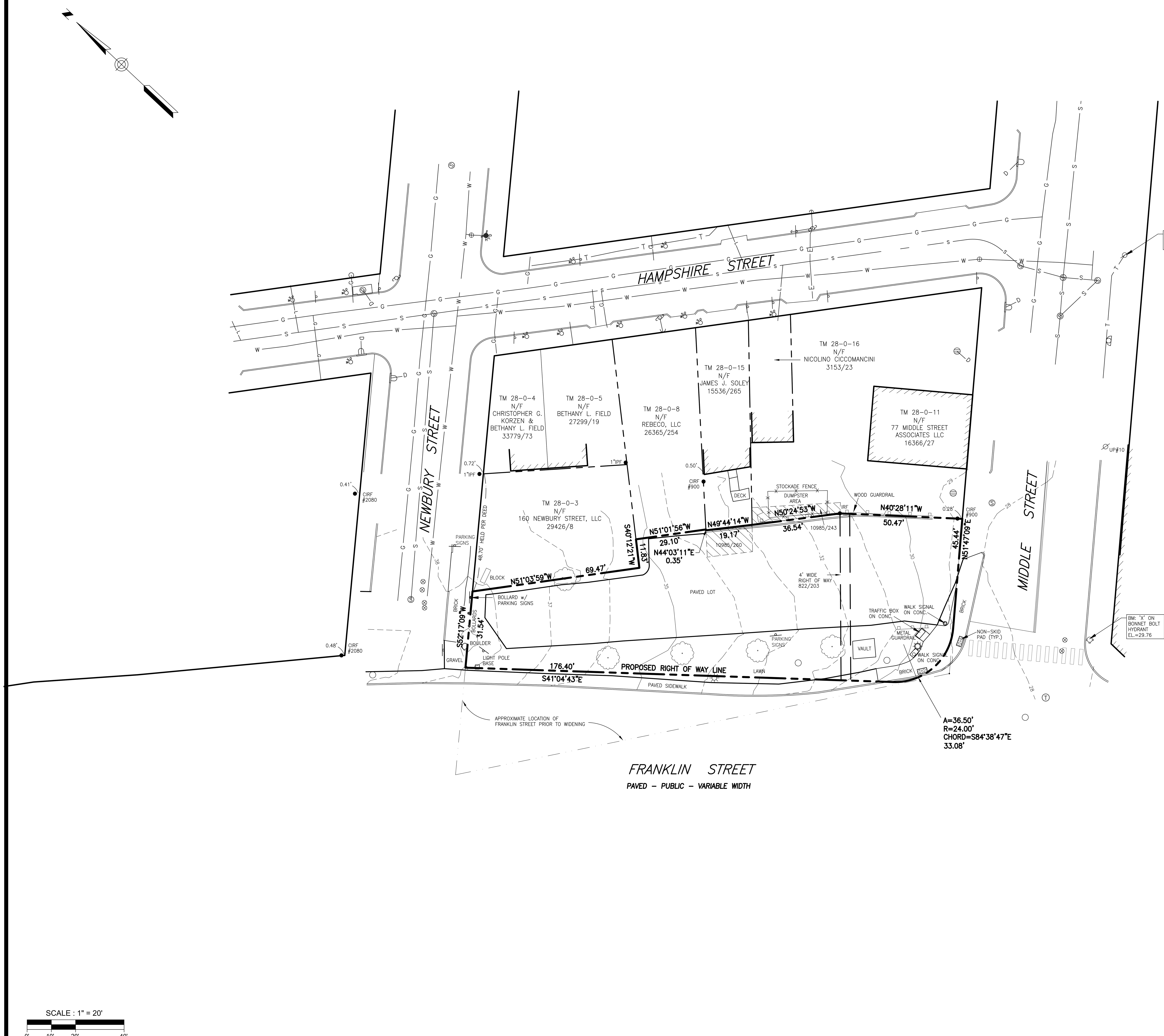
DRAWING NUMBER
A3.01

SCALE: NONE
DATE: 05/28/2019

5/30/2019 2:14 PM

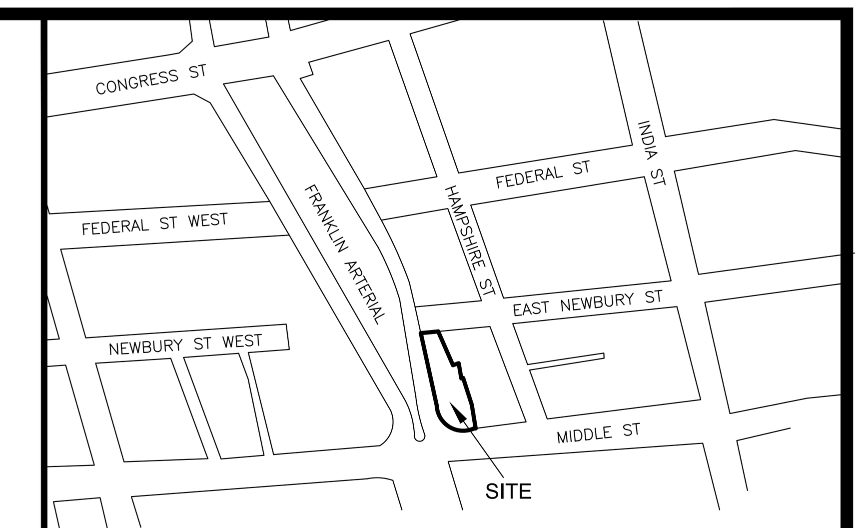
83 Middle Street, Portland ME


028 I014
028 I011
028 I012
028 I010
028 I013
028 I009
1,460 Sq. Ft
3,060 Sq. Ft
3,096 Sq. Ft
2,200 Sq. Ft
FRANKLIN ST
NEWBURY ST
163 - 17
156 - 168
30 - 46
29 - 45
22 - 28
1,247 Sq. Ft
028 P001
028 P002
595 Sq. Ft
028 P014
028 P017
1,800 Sq. Ft
028 P003
1,218 Sq. Ft
028 P011
1,371 Sq. Ft
028 P013
4,154 Sq. Ft
028 P010
830 Sq. Ft
5,817 Sq. Ft
028 P012
1,140 Sq. Ft
028 O004
1,450 Sq. Ft
028 O005
2,750 Sq. Ft
028 O003
2,898 Sq. Ft
028 O008
028 O015
028 O016
842 Sq. Ft
1,506 Sq. Ft
HAMPSHIRE ST
9 - 19
10 - 20
35 - 69
36 - 70
61,704 Sq. Ft
028 X001
45 - 97
9,511 Sq. Ft
028 O017
028 O011
7,358 Sq. Ft
77
029 L003
0 - 0
FRANKLIN ST
46 - 96
0 - 0
MIDDLE ST
71 - 89
72 - 90
78
029 L004
6,000 Sq. Ft
88
6,692 Sq. Ft
029 L001
60,048 Sq. Ft
028 N001
109
91 - 95
92 - 98
FRANKLIN ST
97 - 115
98 - 116
26 - 44
25 - 43
029 L002
25,395 Sq. Ft
028 N009
9 of 44
City of Portland, DPS



UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.



LOCATION MAP

N.T.S.

LEGEND

IRON PIPE OR ROD FOUND
MONUMENT FOUND
UTILITY POLE
MANHOLE
SIGN
CATCH BASIN
HYDRANT
WATER VALVE OR SHUTOFF
LIGHT POLE
DECIDUOUS TREE

FENCE
CURB
OHW — OVERHEAD WIRES
35 — 1' CONTOUR
IPF/IRF — IRON PIPE OR ROD FOUND
N/F — NOW OR FORMERLY
000/000 — DEED BOOK / PAGE
CONC. — CONCRETE

PLAN REFERENCES

1. STANDARD BOUNDARY SURVEY PLAN OF PROPERTY AT 77 MIDDLE STREET PORTLAND MAINE FOR GEORGE W. BEALS DATED NOVEMBER 23, 1992 BY LEROY A. WITHAM LOCATED IN THE CITY OF PORTLAND'S ENGINEERING ARCHIVES AS PLAN 866/1.

2. CITY OF PORTLAND PUBLIC WORKS DEPARTMENT CONTRACT DRAWINGS HAMPSHIRE STREET RECONSTRUCTION BRATTLE STREET RECONSTRUCTION PROJECT NO. 210-3100-430 DATED 11/16/01. ON FILE AT THE CITY OF PORTLAND.

GENERAL NOTES

1. OWNER OF RECORD: CITY OF PORTLAND
TAX MAP 28 BLOCK 0 LOT 17
C.C.R.D. BOOK 3029 PAGE 547
C.C.R.D. BOOK 10985 PAGE 260

2. BEARINGS AND COORDINATES ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM WEST ZONE NAD 83. ELEVATIONS ARE BASED ON CITY DATUM, NGVD 29. HORIZONTAL AND VERTICAL CONTROL DATA PROVIDED BY THE CITY OF PORTLAND AND TAKEN FROM PLAN REFERENCE 2.

3. UTILITIES SHOWN ARE TAKEN FROM PLAN REFERENCE #2.

4. THE RIGHT OF WAY LINE SHOWN ALONG FRANKLIN STREET IS A PROPOSED LOCATION. THE EXISTING RIGHT OF WAY LINE IS THE SOUTHWESTERLY PROPERTY LINES ALONG LOTS 28-0-3, 28-0-8, 28-0-15 & 28-0-11.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

RANDY R. LOUBIER, PLS #2407

DATE

PRELIMINARY

Boundary & Topographic Survey
At
#83 Middle Street, Portland, Maine
Made for
Community Housing of Maine
One City Center, 4th Floor Portland, ME 04101

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE ONE, UNIT 10, FALMOUTH, MAINE 04105

DRAWN BY: RS / JLW	DATE: MAY 22, 2019	JOB NO. 2019-026 P
CHECKED BY: EBC / JWS	SCALE: 1" = 20'	DRWG. NO. 1

83 Middle Street

DEVELOPMENT BUDGET

			Total	LIHTC BASIS		
				REHAB	ACQ	INELIGIBLE
Acquisition:						
Acquisition: Land		$ 99	$ 99			
Acquisition: Building			$ -		$ -	
Acquired Reserves			$ -			
Construction:						
Construction/Rehab		$ 8,659,286	$ 8,659,286	$ 8,659,286		
Site Improvements			$ -	$ -		
Environmental			$ -	$ -		
Contractor Fee			$ -	$ -		
P&P Bonds			$ -	$ -		
FF&E			$ -	$ -		
Contingency	5.0%		$ 432,964	$ 432,964		
Soft Costs:						
Permits & Fees	1.50%		$ 88,804	$ 88,804		
Architect - Design			$ 320,000	$ 320,000		
Architect - Supervision			$ 120,000	$ 120,000		
Environmental Engineering			$ 10,000	$ 10,000		
Engineering & Survey			$ 20,000	$ 20,000		
Pre-construction services			$ 20,000	$ 20,000		
Relocation						
Third Party Reports			$ 20,000	$ 20,000		
Accounting & Audit			$ 10,500	$ 10,500		
Developer Legal			$ 77,000	$ 72,000	$ 5,000	
Taxes + Insurance			$ 60,000	$ 60,000		
Soft Cost Contingency			$ 13,575	$ 13,575		
Historic + Green Consultants			$ -	$ -		
Title and Recording			$ 14,000		$ 13,300	$ 700
Transfer Tax			$ 0		$ 0	
Financing:						
Construction Loan Fee	0.35%		$ 22,050	$ 22,050		
Construction loan interest			$ 129,157	$ 129,157		
Construction lender legal			$ 20,000	$ 20,000		
MH Commitment fee			$ 2,000			$ 2,000
Bank Inspections			$ 7,500	$ 7,500		
Syndication Fees			$ 5,000			$ 5,000
MH Loan Fee	2%		$ 50,080			$ 50,080
MH application fees			$ 4,500			$ 4,500
Allocation Fee	7.50%		$ 61,875			$ 61,875
Monitoring Fee	$1,000		$ 49,000			$ 49,000
Other:						
Lease Up + Marketing						$ -
Misc:			$ -			$ -
Startup & Organization			$ -			$ -
Developer Fees			$ 750,000	$ 725,000	$ 25,000	$ -
Reserves:						
Supportive Services Reserve			$ -			$ -
Replacement Reserves			$ 86,593			$ 86,593
Operating Reserves			$ 245,631			$ 245,631
Tax and Insurance Reserve			$ 69,417			$ 69,417
Lease Up Reserve			$ 1,599			$ 1,599
TOTAL			$ 11,370,630	$ 11,101,998	$ 43,300	$ 576,394

83 Middle Street

INCOME INFORMATION

Unit Type	UNIT COUNT	AFFORDABLE UNITS Sec 8	AFFORDABLE UNITS LIHTC	Square Feet	Target AMI	Current Rents	Market Rents	Fair Market Rents	LIHTC Rents (2018)	Utility Allowance	Pro Forma Rents	Rent/SF	Gross Monthly Rent
Studio	9		9	400	50%			$989	$813	$33	$780	$1.95	$7,020
Studio	14		14	400	60%			$989	$976	$33	$943	$2.36	$13,202
1BR	10		10	650	50%			$1,071	$871	$43	$828	$1.27	$8,280
1BR	13		13	650	60%			$1,071	$1,046	$43	$1,003	$1.54	$13,039
2BR	1		1	875	50%			$1,387	$1,046	$56	$990	$1.13	$990
2BR	2		2	875	60%			$1,387	$1,255	$56	$1,199	$1.37	$2,398
3BR	0		0	1040	50%			$1,829	$1,209	$70	$1,139	$1.10	$0
3BR	0		0	1040	60%			$1,829	$1,451	$70	$1,381	$1.33	$0
												Total Monthly	$44,929
												Total Annual	$539,148

		Sec 8	LIHTC
TOTAL	49	0	49
		50%	40.8%
		60%	59.2%
		market	0.0%

% of LIHTC Units by BR Type

0BR	46.94%
1BR	46.94%
2BR	6.12%
3BR	0.00%

Parking Analysis		Parking Cost	
Units	49	Off-Site	
Est Ratio		$: overnight	
Total Demand		$: full day	
On-Site	6	Monthly Exp	

83 Middle Street

EXPENSE INFORMATION

		Escalation	Pro Forma Expenses	Per Unit
real estate taxes		3.0%	$ 58,800	1,200
insurance		3.0%	$ 34,300	700
utilities		3.0%	$ 65,170	1,330
management fee	6.0%	3.0%	$ 30,851	630
parking		3.0%	$ -	0
administrative		3.0%	$ 55,125	1,125
audit		3.0%	$ 8,575	175
repairs + maintenance		3.0%	$ 58,800	1,200
resident services		3.0%	$ 14,210	290
other		3.0%	$ 4,900	100
replacement reserve		2.0%	$ 22,050	450
TOTAL		3.0%	$ 352,781	7,200
		PER UNIT	$ 7,200	
Interest on Reserves		1.5%		

83 Middle Street

DEBT INFORMATION

	DSCR	AMOUNT	RATE	TERM	AMORT	ANNUAL DEBT SERVICE	LOAN AMT PER UNIT	LOAN AMT PER LI UNIT
MH Amortizing Loan	1.25	$2,504,003	6.000%	30	30	$150,240	$51,102	$51,102
MH RLP	1.25	$ 980,000	0.00%	30	30	$0	$20,000	$20,000
City HOME Funds		$ 330,000	0.00%	0	0		$6,735	$6,735
AHP Grant	0.00	$ -	0.00%	30	30			
Deferred Developer Fee	0.00	$ 212,500	5.00%	15	15			
other		$ -						
Blended Debt	1.15					$150,240		
						$22,929	net surplus cash	

Total Tax-Exempt Bond Debt	0

	AMOUNT	RATE	TERM
construction loan	$ 6,300,000	4.85%	0

83 Middle Street

15 -YEAR PRO FORMA

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income															
Potential Gross Income	539,148	549,931	560,930	572,148	583,591	598,181	613,135	628,464	644,175	660,280	676,787	693,706	711,049	728,825	747,046
Vacancy Loss	(26,957)	(27,497)	(28,046)	(28,607)	(29,180)	(29,909)	(30,657)	(31,423)	(32,209)	(33,014)	(33,839)	(34,685)	(35,552)	(36,441)	(37,352)
Commercial Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income	2,000	2,020	2,040	2,061	2,081	2,102	2,123	2,144	2,166	2,187	2,209	2,231	2,254	2,276	2,299
Effective Gross Income	514,191	524,454	534,923	545,601	556,493	570,374	584,602	599,185	614,132	629,453	645,157	661,252	677,750	694,660	711,993
Expenses															
real estate taxes	47,040	48,451	49,905	51,402	52,944	54,532	56,168	57,853	59,589	61,377	63,218	65,114	67,068	69,080	71,152
insurance	34,300	35,329	36,389	37,481	38,605	39,763	40,956	42,185	43,450	44,754	46,096	47,479	48,904	50,371	51,882
utilities	65,170	67,125	69,139	71,213	73,349	75,550	77,816	80,151	82,555	85,032	87,583	90,211	92,917	95,704	98,575
management fee	30,851	31,777	32,730	33,712	34,724	35,765	36,838	37,943	39,082	40,254	41,462	42,706	43,987	45,306	46,666
parking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
administrative	55,125	56,779	58,482	60,237	62,044	63,905	65,822	67,797	69,831	71,926	74,083	76,306	78,595	80,953	83,382
audit	8,575	8,832	9,097	9,370	9,651	9,941	10,239	10,546	10,863	11,188	11,524	11,870	12,226	12,593	12,970
repairs + maintenance	58,800	60,564	62,381	64,252	66,180	68,165	70,210	72,317	74,486	76,721	79,022	81,393	83,835	86,350	88,940
resident services	14,210	14,636	15,075	15,528	15,993	16,473	16,967	17,477	18,001	18,541	19,097	19,670	20,260	20,868	21,494
other	4,900	5,047	5,198	5,354	5,515	5,680	5,851	6,026	6,207	6,393	6,585	6,783	6,986	7,196	7,412
replacement reserve	22,050	22,491	22,941	23,400	23,868	24,345	24,832	25,329	25,835	26,352	26,879	27,416	27,965	28,524	29,095
Operating Expenses	(341,021)	(351,032)	(361,338)	(371,948)	(382,873)	(394,120)	(405,700)	(417,623)	(429,899)	(442,537)	(455,550)	(468,947)	(482,742)	(496,944)	(511,567)
Net Operating Income	173,169	173,423	173,586	173,653	173,620	176,254	178,901	181,562	184,234	186,916	189,607	192,305	195,009	197,716	200,425
TIF Reimbursement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financing Expenses															
MH Amortizing Loan	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)
DF Loan	0	(1,000)	(4,000)	(4,000)	(4,000)	(4,000)	(14,000)	(15,000)	(18,000)	(20,000)	(22,000)	(24,000)	(27,000)	(28,500)	(27,000)
	(150,240)	(151,240)	(154,240)	(154,240)	(154,240)	(154,240)	(164,240)	(165,240)	(168,240)	(170,240)	(172,240)	(174,240)	(177,240)	(178,740)	(177,240)
Net Cash Flow	**22,929**	**22,183**	**19,346**	**19,413**	**19,380**	**22,013**	**14,661**	**16,322**	**15,994**	**16,676**	**17,367**	**18,065**	**17,768**	**18,976**	**23,185**
DSCR	**1.15**	**1.15**	**1.13**	**1.13**	**1.13**	**1.14**	**1.09**	**1.10**	**1.10**	**1.10**	**1.10**	**1.10**	**1.10**	**1.11**	**1.13**
NOI/Unit	**$468**	**$453**	**$395**	**$396**	**$396**	**$449**	**$299**	**$333**	**$326**	**$340**	**$354**	**$369**	**$363**	**$387**	**$473**

OPTION TO LEASE AGREEMENT

This Option to Lease Agreement ("Agreement") dated this ____ day of ________________, 2019, 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 **COMMUNITY HOUSING OF MAINE**, **INC.**, a Maine nonprofit corporation having a mailing address of 1 City Center, 4th floor, Portland, ME 04101 ("Tenant").

RECITALS

WHEREAS, Landlord is the owner of certain land (hereinafter, the "Premises," as further defined below) located at 83 Middle Street, Portland, Maine, which land is generally depicted on the plan entitled "Boundary & Topographic Survey at #83 Middle Street, Portland, Maine" made for Community Housing of Maine dated May 22, 2019 prepared by Owen Haskell, Inc., 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 ground lease in order to allow the Tenant to construct and operate a 49-unit residential affordable housing project, with commercial space, thereon (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 June 30, 2021 (the "Option Period").

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 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 a Ground Lease Agreement substantially in the form attached hereto as **Exhibit B** within fourteen (14) days after the date of the Option Notice (the "Ground Lease"). 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, but that notwithstanding the foregoing, the Ground Lease will have a term of 99 years, with an aggregate lease payment of $99.00 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 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 permit Tenant to establish a two (2) unit condominium for the Project, with one condominium unit being the residential space and the other unit being the commercial space, and shall contain such other terms and conditions as will satisfy the requirements of the Maine Condominium Act, the Low Income Housing Tax Credit Program, 26 U.S.C. § 42, and the related regulations and the rules of the Maine State Housing Authority ("MSHA") implementing such program and other Project financing, and will transfer substantially all of the benefits and burdens of ownership of the Premises to Tenant for federal tax purposes, while legal title remains vested in the Landlord, and the terms of such Ground Lease shall be reasonably satisfactory to Tenant's investor limited partner, MSHA, and any other financing sources for the Project.

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 revised version of the Plan 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. The City acknowledges that Tenant's current plans for the project require relocating (i) the two walk signals located on the Premises, both shown on the Plan as "Walk Signal on Conc." and (ii) the traffic box shown on the Plan as "Traffic Box on Conc" in order to minimize disruption to the Project and the patio to be located in such area. Although the City cannot commit to relocating the equipment at this time, the City agrees to consider and discuss such relocation with Tenant in its review of the Survey. Any such relocation, if agreed to by the City, shall be at Tenant's sole cost and expense.

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 (i) it is not given an award of low income housing tax credits by MSHA pursuant to its Qualified Allocation Plan or (ii) Tenant does not obtain approval of entry into the Ground Lease from MSHA and/or the U.S. Department of Housing and Urban Development following environmental assessment of the Premises. 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 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 Agreement to be executed by their undersigned representatives, thereunto duly authorized, as of the date first above written.

CITY OF PORTLAND

By: ________________________________
Jon P. Jennings
Title: City Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. Date: ______________, 2019

Personally appeared the above-named, Jon P. Jennings, the City Manager of the City of Portland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

____
Notary Public/Attorney at Law
Printed name: ____________________
My commission expires: ____________

COMMUNITY HOUSING OF MAINE, INC.

By: ________________________________
Printed name:
Title:

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. Date: ______________, 2019

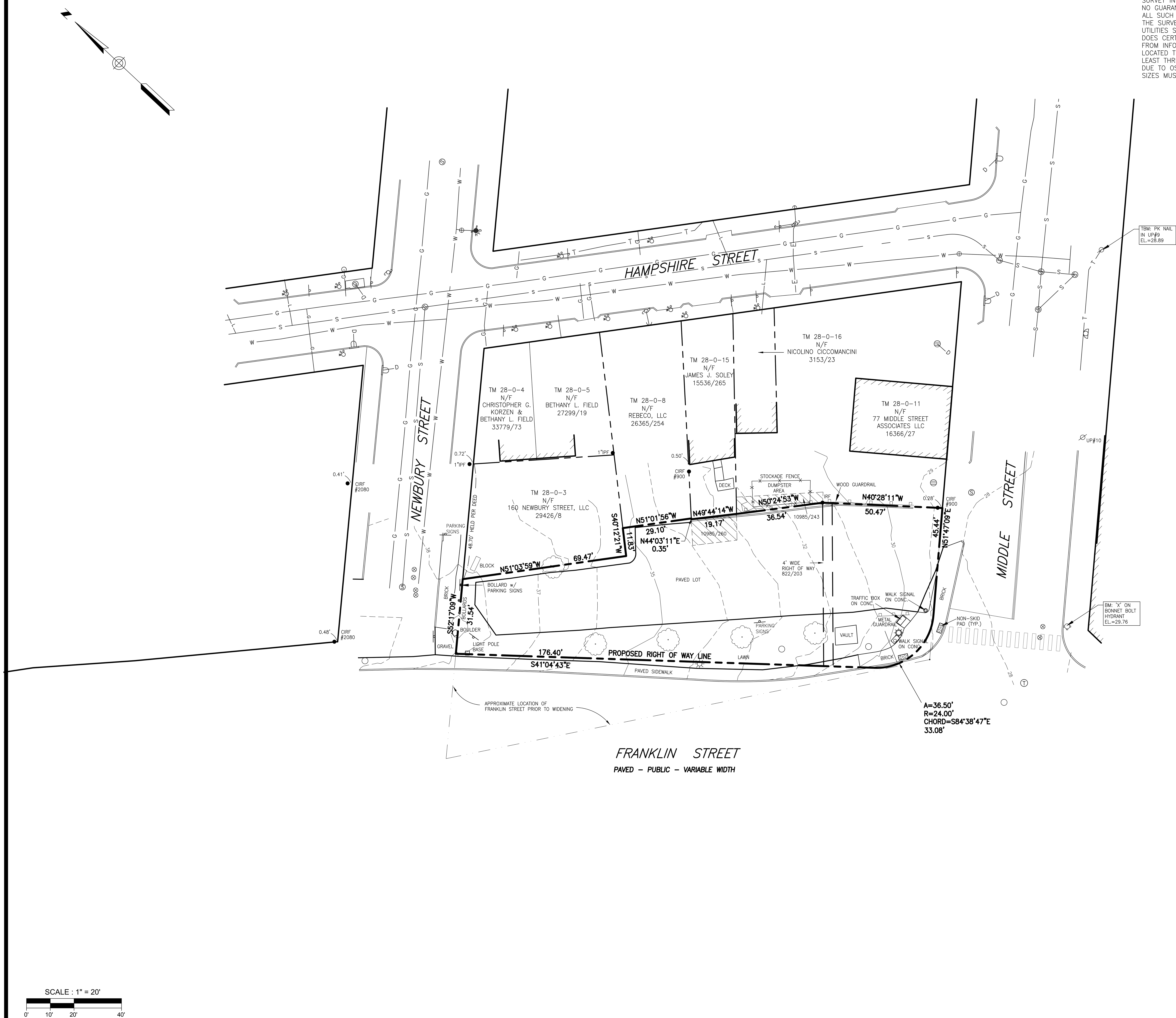
Personally appeared the above-named, ____________________, the _____________ of Community Housing of Maine, Inc. and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of Community Housing of Maine, Inc.

Before me,

____
Notary Public/Attorney at Law
Printed name: _____________________
My commission expires: ____________

EXHIBIT A

[Insert copy of plan entitled "Boundary & Topographic Survey at #83 Middle Street, Portland, Maine" made for Community Housing of Maine dated May 22, 2019 prepared by Owen Haskell, Inc.]



UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

LOCATION MAP

N.T.S.

CONGRESS ST, FEDERAL ST WEST, FEDERAL ST, FRANKLIN ARTERIAL, HAMPSHIRE ST, INDIA ST, EAST NEWBURY ST, NEWBURY ST WEST, MIDDLE ST, SITE

LEGEND

●	IRON PIPE OR ROD FOUND
■	MONUMENT FOUND
Ø	UTILITY POLE
○	MANHOLE
	SIGN
	CATCH BASIN
	HYDRANT
⊗	WATER VALVE OR SHUTOFF
☼	LIGHT POLE
	DECIDUOUS TREE
—x—x—	FENCE
	CURB
—OHW—	OVERHEAD WIRES
— 35 —	1' CONTOUR
IPF/IRF	IRON PIPE OR ROD FOUND
N/F	NOW OR FORMERLY
000/000	DEED BOOK / PAGE
CONC.	CONCRETE

PLAN REFERENCES

1. STANDARD BOUNDARY SURVEY PLAN OF PROPERTY AT 77 MIDDLE STREET PORTLAND MAINE FOR GEORGE W. BEALS DATED NOVEMBER 23, 1992 BY LEROY A. WITHAM LOCATED IN THE CITY OF PORTLAND'S ENGINEERING ARCHIVES AS PLAN 866/1.

2. CITY OF PORTLAND PUBLIC WORKS DEPARTMENT CONTRACT DRAWINGS HAMPSHIRE STREET RECONSTRUCTION BRATTLE STREET RECONSTRUCTION PROJECT NO. 210-3100-430 DATED 11/16/01. ON FILE AT THE CITY OF PORTLAND.

GENERAL NOTES

1. OWNER OF RECORD: CITY OF PORTLAND
TAX MAP 28 BLOCK 0 LOT 17
C.C.R.D. BOOK 3029 PAGE 547
C.C.R.D. BOOK 10985 PAGE 260

2. BEARINGS AND COORDINATES ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM WEST ZONE NAD 83. ELEVATIONS ARE BASED ON CITY DATUM, NGVD 29. HORIZONTAL AND VERTICAL CONTROL DATA PROVIDED BY THE CITY OF PORTLAND AND TAKEN FROM PLAN REFERENCE 2.

3. UTILITIES SHOWN ARE TAKEN FROM PLAN REFERENCE #2.

4. THE RIGHT OF WAY LINE SHOWN ALONG FRANKLIN STREET IS A PROPOSED LOCATION. THE EXISTING RIGHT OF WAY LINE IS THE SOUTHWESTERLY PROPERTY LINES ALONG LOTS 28-0-3, 28-0-8, 28-0-15 & 28-0-11.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

RANDY R. LOUBIER, PLS #2407

DATE

PRELIMINARY

Boundary & Topographic Survey
At
#83 Middle Street, Portland, Maine
Made for
Community Housing of Maine
One City Center, 4th Floor Portland, ME 04101

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE ONE, UNIT 10, FALMOUTH, MAINE 04105

DRAWN BY: RS / JLW	DATE: MAY 22, 2019	JOB NO. 2019-026 P
CHECKED BY: EBC / JWS	SCALE: 1" = 20'	DRWG. NO. 1

<u>EXHIBIT B</u>

[Insert Ground Lease]

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 CHOM Development Corporation, 1 City Center, 4^{th} floor, Portland, Maine 04101 ("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 83 Middle Street 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 #83 Middle Street, Portland, Maine" prepared by Owen Haskell 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, 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 $99.00, payable on the commencement date described in Section 2 hereof, which shall constitute prepaid rent for the entire lease term. 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.

4.1 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, a 49-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, and commercial space for lease. Landlord shall not, in its capacity as owner of the Premises, take any action to prohibit Tenant's vehicular access from Newbury Street, to the extent permitted under applicable law and land use approvals for the Project. At least 40% of the residential dwelling units within the Project shall be rent restricted and rented to eligible applicants at or below 50% of area median income, as determined by the United States Department of Housing and Urban Development. The Project shall include an occupancy preference on no less than eleven (11) of the residential dwelling units for persons who are defined by Landlord as being "long term stayers" in one of the shelters operated by the Landlord, as more fully set forth, and subject to the terms and conditions of an Agreement for Homeless Set Aside between the parties of near or even date herewith, as the same may be amended from time to time. 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.

4.2 The Landlord consents to Tenant's creation of a condominium on the Premises, with separate units for the residential and commercial portions of the Project. The Tenant shall be responsible for preparing and executing all condominium documents in accordance with the Maine Condominium Act, and the City agrees to execute the condominium Declaration and such other documents, and to take such other actions, as may be required of it in its capacity as ground lessor under the Maine Condominium Act or as may be reasonably required by the Tenant and its lenders and limited partner, provided that the Declaration and such other documents are approved by the City prior to the execution thereof.

SECTION 5. COVENANT OF QUIET ENJOYMENT. Landlord holds title to the Premises by virtue of a Certificate of Taking of Property dated January 15, 1968, recorded in the Cumberland County Registry of Deeds, Book 3029, Page 547, and a Quitclaim Deed Without Covenant granted by George W. Beals to the City dated August 20, 1993, recorded in the Cumberland County Registry of Deeds, Book 10985, Page 260So 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, steam, 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 Premises or the Project.

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. 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 personal property of Tenant, owned by Tenant.

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.

<u>SECTION 9. REPAIRS AND MAINTENANCE</u>. 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.

<u>SECTION 10. INDEMNIFICATION; INSURANCE; LIENS</u>.

10.1 <u>Indemnity</u>. 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 <u>Liability Insurance</u>. 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 $10,000.00 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 the City harmless 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;

(b) Any consequential damages suffered or incurred by the City;

(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;

(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; 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.

Tenant's liability hereunder shall not be reduced or otherwise affected by any Environmental Activity or Condition occurring or existing prior to Tenant acquiring its interest in the Property even if caused in whole or in part by a predecessor in title, tenant, trespasser or other third person, whether on or off of the Property. As between the Tenant and the City, the agreements by the Tenant hereunder shall override and be in lieu of any statutory, regulatory or common law prescriptions for liability, contribution or cost-sharing.

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, Landlord shall have first given Tenant at least one hundred eighty (180) days prior written notice thereof, and Landlord obtains the prior written approval of holders of leasehold mortgages. Prior to Landlord assigning or conveying its interest in the Premises to a non-exempt entity, Tenant shall have the following right of first refusal: In the event that Landlord receives a bona fide offer from a non-exempt entity which Landlord intends to accept (the "Non-Exempt Offer"), Landlord shall notify Tenant that Landlord desires to sell the Premises to such entity and shall provide a copy of the Non-Exempt 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 Non-Exempt Offer, but with a purchase price of at least one dollar more than the fair market value of the consideration to be paid by the buyer in the Non-Exempt Offer, and Landlord shall not accept the Non-Exempt 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 Non-Exempt 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 Mortgages 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, 353 Water Street, 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.

<u>SECTION 19. INCOME TAX TREATMENT</u>. 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 ______________________, Drummond Woodsum, 84 Marginal Way, Suite 600, 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, 353 Water Street, 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 ______________________________, and the 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.

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: ___________________________________
Jon P. Jennings
Its City Manager

TENANT: ________________________________, L.P.

By: CHOM Development Corporation, its General Partner

By: _________________________________
Printed name:
Its

EXHIBIT A

EXHIBIT B

CITY OF PORTLAND
Public Works
Christopher Branch, Director

MEMORANDUM

TO: Economic Development Committee

FROM: Christopher Branch, Public Works Director

DATE: August 16, 2019

SUBJECT: City of Portland Somerset Street Restoration Project

Somerset Street Restoration Project is a roadway connection project between Brattle Street and Elm Street. The project will include redesigning sections of both Somerset Street from Hanover Street to Elm Street and Kennebec Street from Brattle Street to Hanover Street.

The Portland City Council, Planning, and the Public Works Dept. staff, PACTS, and MaineDOT have all been working since at least 2004 on the realignment of Somerset Street to provide an additional direct connection from Franklin Street to Forest Avenue. This segment will almost complete the corridor. This project would be beneficial for both Vehicle Traffic by connecting Kennebec Street to Somerset Street and Bicycle/Pedestrian travelers by extending the Bayside Trail almost to Forest Avenue.

Goals Include:

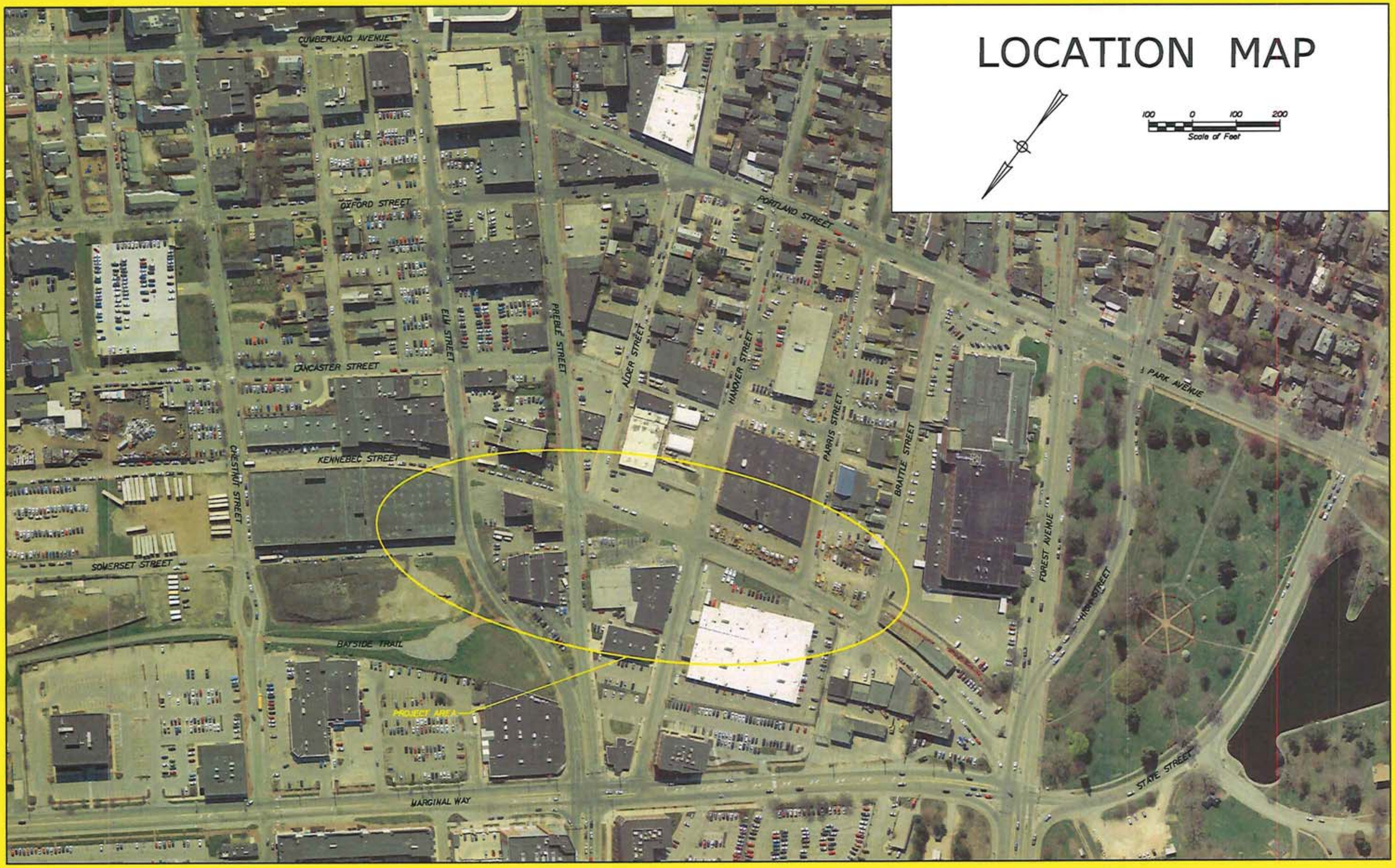
1. Somerset Street, which presently ends at Elm Street will be extended to meet Kennebec Street at the Kennebec and Hanover Street intersection.
2. Kennebec Street will be discontinued between Hanover Street and Preble Street.
3. Kennebec Street and Hanover Street intersection will be reconstructed to include the connection of Somerset Street (and discontinue the Kennebec Street section).

4. Kennebec Street and Parris Street intersection reconstruction.
5. Alder Street at Kennebec Street intersection reconstructed to connect directly to Preble Street (instead of connecting to Kennebec Street) and making Alder Street One Way from Preble to Oxford Street.
6. Somerset Street and Preble Street intersection reconstruction.
7. Somerset Street and Elm Street intersection reconstruction.
8. Sidewalk and Street Parking changes.
9. Extending the Bayside Trail from Elm Street to Brattle Street.

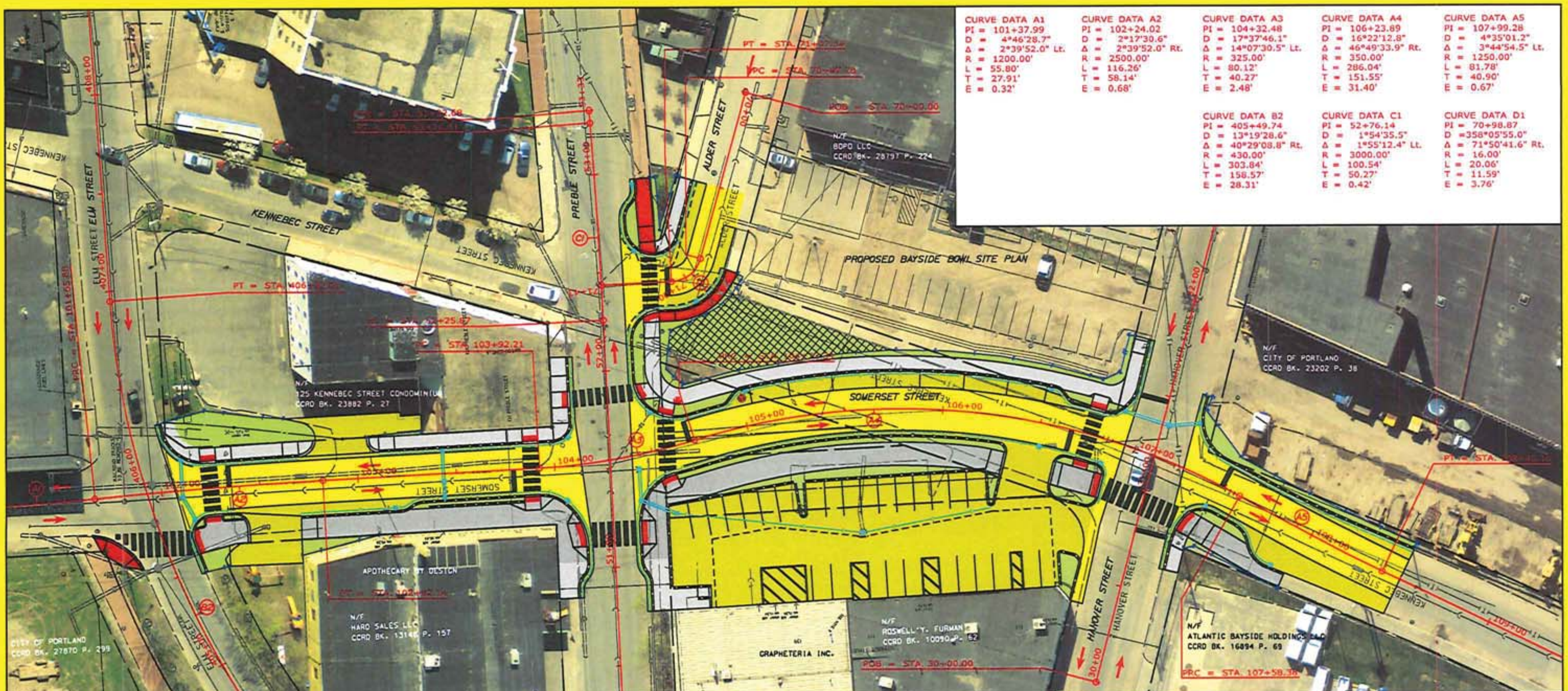
Note: The City had a Public Meeting September 21, 2017.

The City will have an additional Public Meeting before this project goes out to bid.

In addition, for two private property owners that are affected by this project, the Committee will go into executive session to review and discuss draft agreements.



LOCATION MAP
100 0 100 200
Scale of Feet
CUMBERLAND AVENUE
OXFORD STREET
PORTLAND STREET
LANCASTER STREET
KENNEBEC STREET
SOMERSET STREET
CHESTNUT STREET
ELM STREET
PREBLE STREET
ALDER STREET
HANOVER STREET
PARRIS STREET
BRATTLE STREET
FOREST AVENUE
PARK AVENUE
HIGH STREET
STATE STREET
MARGINAL WAY
BAYSIDE TRAIL
PROJECT AREA

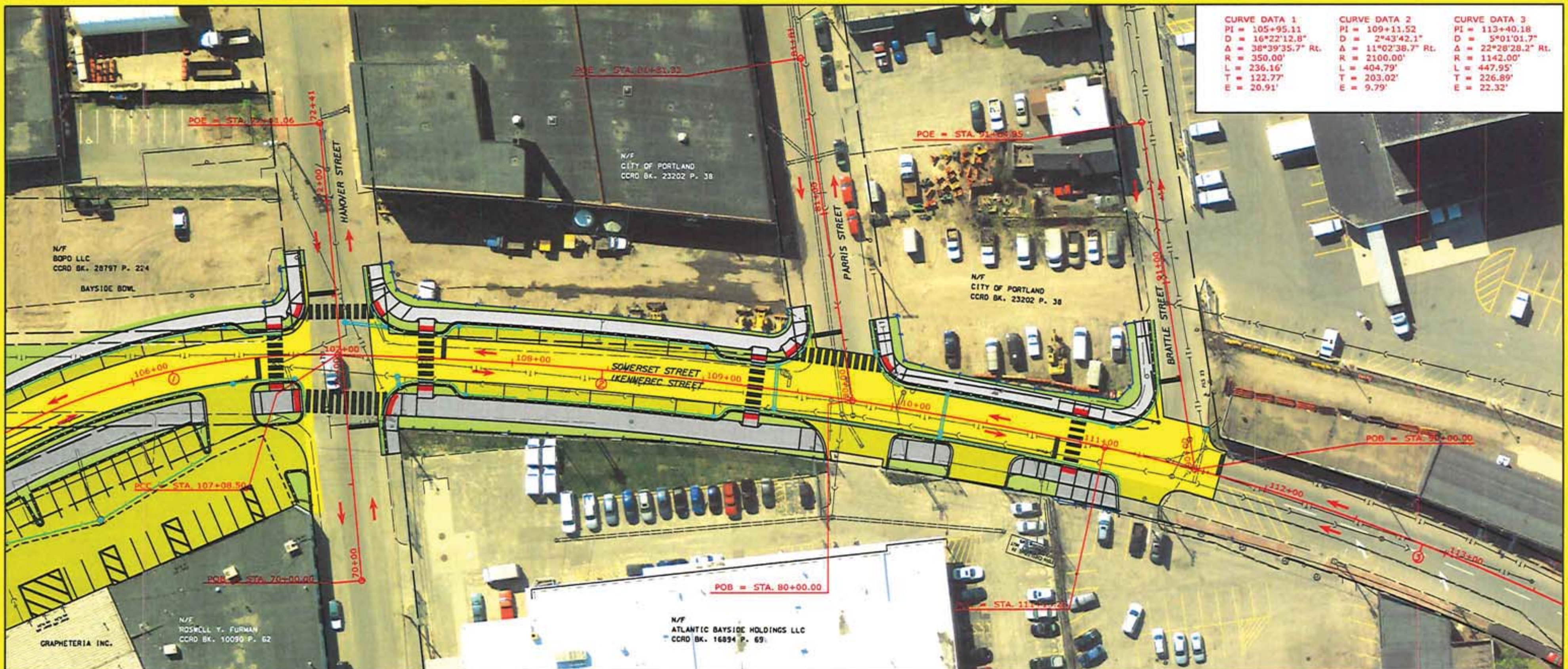


COLOR KEY

PROPOSED FEATURES	EXISTING FEATURES
TRAVELWAY	TRAVELWAY
SHOULDER, PAVED	SHOULDERS
SHOULDER, GRAVEL	DRIVES & PARKING LOTS
DRIVES, PAVED	BUILDINGS
BRICK SIDEWALKS	ISLANDS
CONCRETE SIDEWALKS	SIDEWALKS
BITUMINOUS SIDEWALKS	WOODS, TREES, BUSHES
SLOPE-GRASS	WATER
ISLANDS, RAISED	EXISTING WETLANDS
ISLANDS, FLUSH	WOOD-WALLS
BLDS, TREES ALL REMOVED	GARDENS
CUT SLOPE LINE	CENTERLINE
FILL SLOPE LINE	BRIDGE-DECK
CENTER LINE	LEDGE
R/W LINE	
TEXT	
LANE LINES	
DIRECTIONAL ARROWS	

SOMERSET STREET RESTORATION
PORTLAND, MAINE
WIN 17628.00

25 0 25 50
Scale of Feet



COLOR KEY

PROPOSED FEATURES

- TRAVELWAY
- SHOULDER, PAVED
- SHOULDER, GRAVEL
- DRIVES, PAVED
- BRICK SIDEWALKS
- CONCRETE SIDEWALKS
- BITUMINOUS SIDEWALKS
- SLOPE GRASS
- ISLANDS, RAISED
- ISLANDS, FLUSH
- BLDS, TREES ALL REMOVED
- CUT SLOPE LINE
- FILL SLOPE LINE
- CENTER LINE
- R/W LINE
- TEXT TEXT
- LANE LINES
- DIRECTIONAL ARROWS

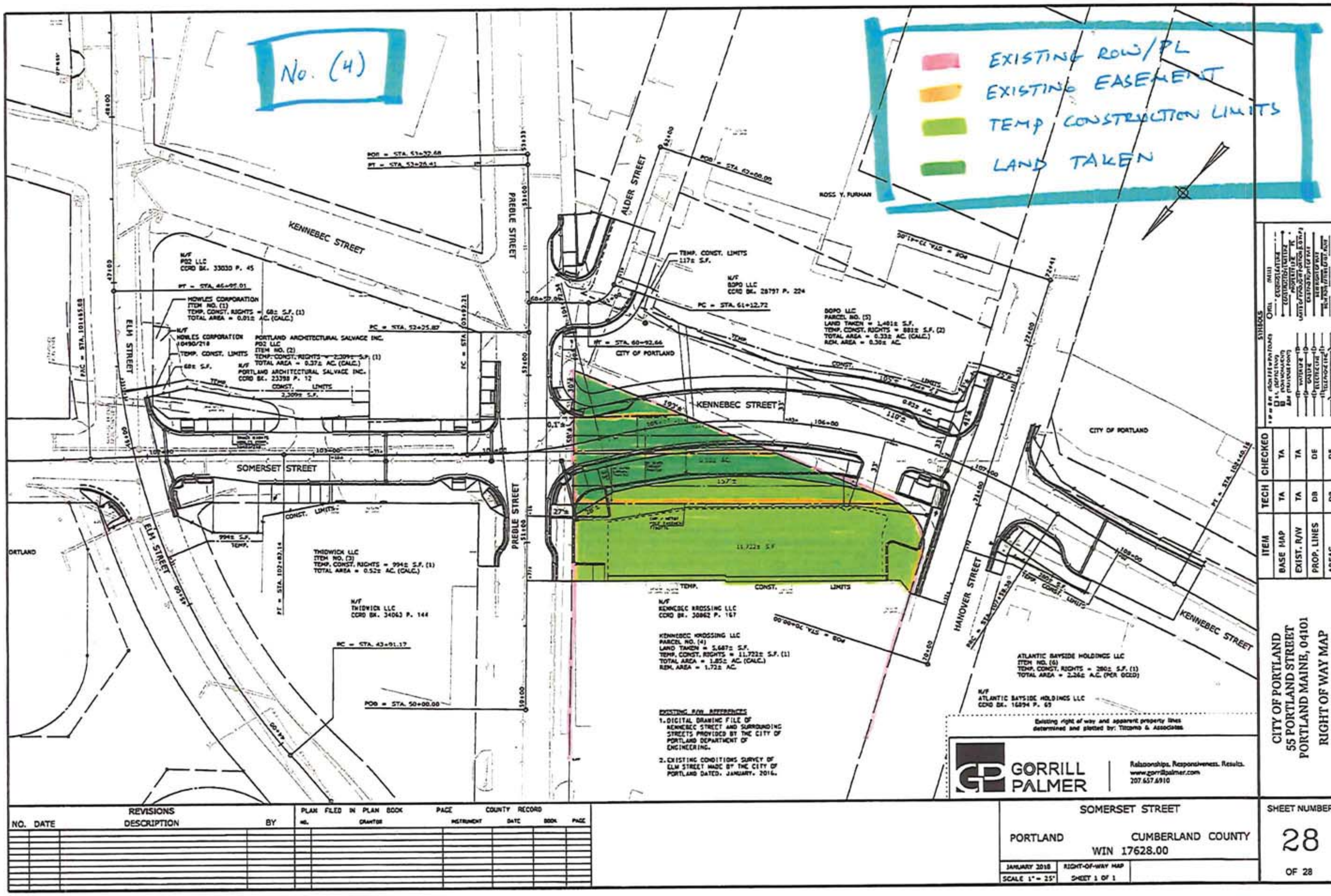
EXISTING FEATURES

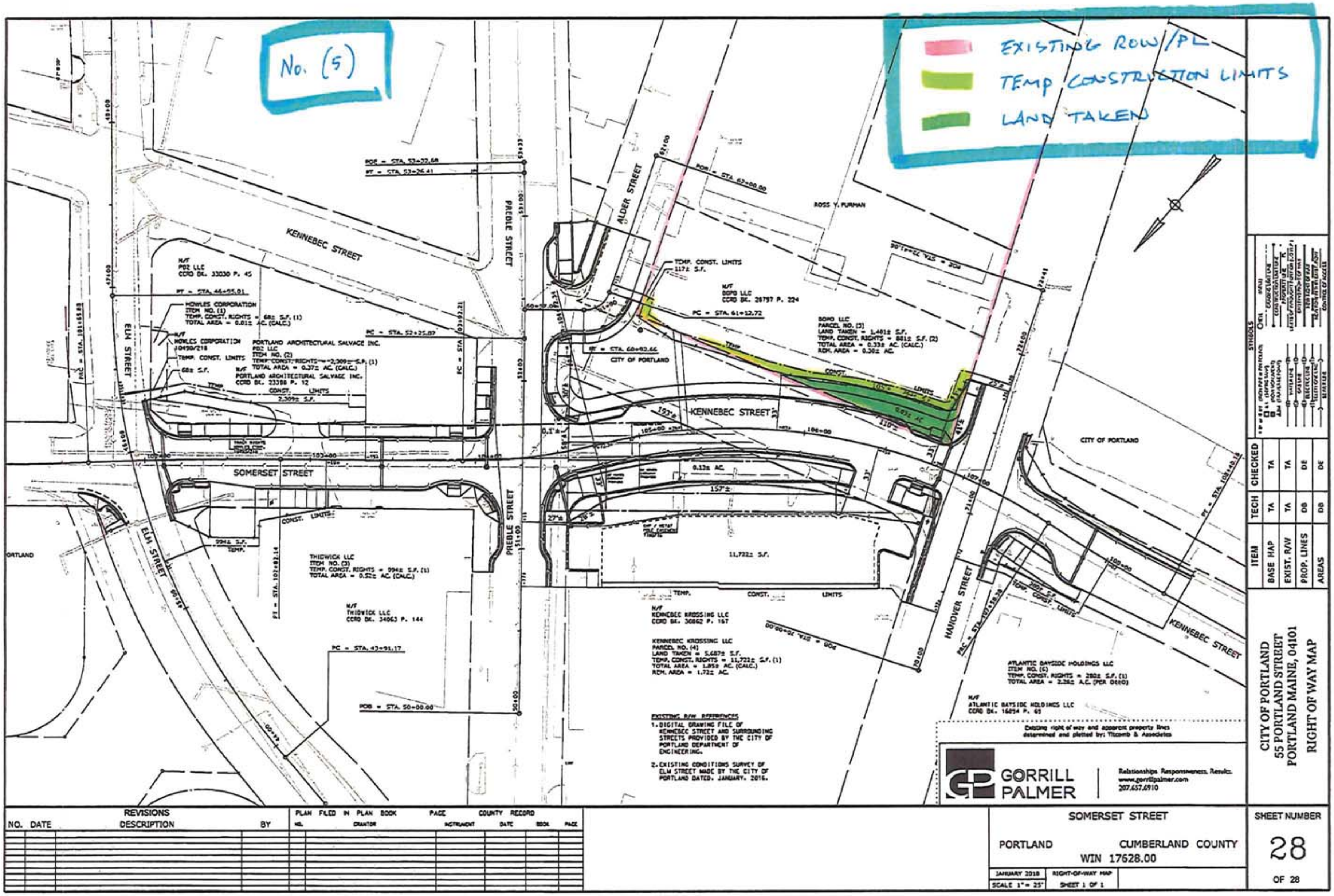
- TRAVELWAY
- SHOULDERS
- DRIVES & PARKING LOTS
- BUILDINGS
- ISLANDS
- SIDEWALKS
- WOODS, TREES, BUSHES
- WATER
- EXISTING WETLANDS
- WOOD WALLS
- GARDENS
- CENTERLINE
- BRIDGE DECK
- LEDGE

SOMERSET STREET CORRIDOR IMPROVEMENTS HANOVER STREET TO BRATTLE STREET

25 0 25 50
Scale of Feet

Filename: ...\00\Highway\028_RWPlan_1.dgn Division: HIGHWAY Username: jared.wischerbach Date:2/15/2018





No. (5)
EXISTING ROW/PL
TEMP CONSTRUCTION LIMITS
LAND TAKEN
KENNEBEC STREET
PREBLE STREET
ALDER STREET
ELM STREET
SOMERSET STREET
HANOVER STREET
ROSS Y. FURMAN
N/F
POZ LLC
CCRD BK. 33030 P. 45
HOWLES CORPORATION
ITEM NO. (1)
TEMP. CONST. RIGHTS = 68± S.F. (1)
TOTAL AREA = 0.01± AC. (CALC.)
PORTLAND ARCHITECTURAL SALVAGE INC.
POZ LLC
ITEM NO. (2)
TEMP. CONST. RIGHTS = 2,309± S.F. (1)
TOTAL AREA = 0.37± AC. (CALC.)
TEMP. CONST. LIMITS
117± S.F.
N/F
BOPO LLC
CCRD BK. 28797 P. 224
BOPO LLC
PARCEL NO. (3)
LAND TAKEN = 1,401± S.F.
TEMP. CONST. RIGHTS = 881± S.F. (2)
TOTAL AREA = 0.33± AC. (CALC.)
REM. AREA = 0.30± AC.
CITY OF PORTLAND
THIDWICK LLC
ITEM NO. (3)
TEMP. CONST. RIGHTS = 994± S.F. (1)
TOTAL AREA = 0.52± AC. (CALC.)
N/F
THIDWICK LLC
CCRD BK. 34063 P. 144
N/F
KENNEBEC KROSSING LLC
CCRD BK. 30862 P. 167
KENNEBEC KROSSING LLC
PARCEL NO. (4)
LAND TAKEN = 5,687± S.F.
TEMP. CONST. RIGHTS = 11,722± S.F. (1)
TOTAL AREA = 1.85± AC. (CALC.)
REM. AREA = 1.72± AC.
11,722± S.F.
ATLANTIC BAYSIDE HOLDINGS LLC
ITEM NO. (6)
TEMP. CONST. RIGHTS = 280± S.F. (1)
TOTAL AREA = 2.26± AC. (PER DEED)
N/F
ATLANTIC BAYSIDE HOLDINGS LLC
CCRD BK. 16894 P. 65
EXISTING R/W REFERENCES
1. DIGITAL DRAWING FILE OF KENNEBEC STREET AND SURROUNDING STREETS PROVIDED BY THE CITY OF PORTLAND DEPARTMENT OF ENGINEERING.
2. EXISTING CONDITIONS SURVEY OF ELM STREET MADE BY THE CITY OF PORTLAND DATED: JANUARY, 2016.
Existing right of way and apparent property lines determined and plotted by: Titcomb & Associates
GORRILL PALMER
Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.657.6910
CITY OF PORTLAND
55 PORTLAND STREET
PORTLAND MAINE, 04101
RIGHT OF WAY MAP
ITEM | TECH | CHECKED
BASE MAP | TA | TA
EXIST. R/W | TA | TA
PROP. LINES | DB | DE
AREAS | DB | DE
REVISIONS
NO. DATE DESCRIPTION BY
PLAN FILED IN PLAN BOOK PAGE COUNTY RECORD
SOMERSET STREET
PORTLAND CUMBERLAND COUNTY
WIN 17628.00
JANUARY 2018 RIGHT-OF-WAY MAP
SCALE 1" = 25' SHEET 1 OF 1
SHEET NUMBER
28
OF 28