

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



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

CITY COUNCIL MEETING - OCTOBER 20, 2025

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

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

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

<https://portlandme.portal.civicclerk.com/event/7626/media>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes-October 6, 2025

PROCLAMATIONS:

Proclamation 12-25/26 Recognizing Jacqueline Burris for an Outstanding National Service Volunteer Award - Sponsored by Councilor Regina Phillips

APPOINTMENTS:

Order 68-25/26 Appointing Mercedes Bohaty and Val Petersen as Constables for 2025 - Sponsored by Danielle P. West, City Manager

This appointment would appoint Mercedes Bohaty, Rental Registration Inspector, and Val Petersen, Certified Code Enforcement Officer, as Constables and is effective from the effective date of this order until 12:00 midnight, December 31, 2025, and is made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

Five affirmative votes are required for passage after public comment.

Order 69-25/26 Appointing Directors of the Portland Widows' Wood Society for the 2025-2026 Term - Sponsored by Danielle P. West, City Manager

The Portland Widows' Wood Society provides heating and utility bill assistance to Portland residents in need who are referred to the Society by various charitable organizations and the City of Portland. This order appoints the following persons as Directors of the Portland Widows' Wood Society for the 2025-2026 term:

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

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 70-25/26 Granting Municipal Officers' Approval of Phoeve Maine LLC, dba Phoeve Maine. Application for Class I FSE with Outdoor Dining on Private Property at 1227 Congress Street - Sponsored by Danielle P. West, City Manager

Application was filed on 9/26/25. Establishment was previously Anania's Variety.

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

Order 71-25/26 Granting Municipal Officers' Approval of Blackbird Baking Co., LLC, dba Two Fat Cats Bakery. Application for Class III FSE at 144 State Street - Sponsored by Danielle P. West, City Manager

Application was filed on 9/17/25. This is an existing establishment adding on-premise alcohol service.

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

Order 72-25/26 Granting Municipal Officers' Approval of Wow India Fusion Restaurant and Bar LLC, dba Wow India. Application for Class I FSE at 645 Congress Street - Sponsored by Danielle P. West, City Manager

Application was filed on 9/23/25. Establishment was previously Rebel Munchies and Libations.

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

Order 73-25/26 Granting Municipal Officers' Approval of Randall-Macvane Post #142- Legion Lounge, dba American Legion Post #142. Application for Combined Entertainment at 54 Welch Street - Sponsored by Danielle P. West, City Manager

Application was filed on 9/29/25. This is an existing establishment adding entertainment.

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

RESOLUTIONS:

Resolve 3-25/26 Amending Council Rules - Sponsored by Rules Committee, Councilor Pious Ali, Chair

The Rules Committee met on June 11, 2025, and voted to forward this item to the City Council with a recommendation for approval. The proposed amendments to the City Council's Rules of Procedure change the rules regarding proclamations, the manner of speaking by members of the City Council, and referrals to committees and make minor clarifying edits.

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

UNFINISHED BUSINESS:

Order 92-23/24 Waiving the Beano/Bingo License Fee for the Veterans of Foreign Wars Post 6859 - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

If passed, this order would waive 50% of the fee associated with this annual Beano/Bingo license renewal (currently totaling \$104.00, collected annually) for the Veterans of Foreign Wars (VFW) Post 6859, a nonprofit corporation, at 687 Forest Avenue. According to Sec. 15-12.1 of City Code, "The city council may, in its discretion, waive or reduce any fee required of any nonprofit organization where the council determines the purpose of the licensed activity or the funds to be raised by the activity are of direct benefit to the citizens of the city." At the request of the applicant, staff have included a fee waiver for the Council's consideration.

This item was first read on January 3, 2024 and referred to the Housing & Economic Development Committee (HEDC) for consideration. Upon reviewing this item at their meeting on January 23, 2024, the HEDC recommended the Council grant a 50% fee waiver. Due to an administrative error, this item did not immediately return to the Council for consideration; the oversight was recently discovered by staff, resulting in the item's inclusion in tonight's agenda.

Five affirmative votes are required for passage after public comment.

Order 63-25/26 Accepting and Appropriating \$2,000,000 in United States Environmental Protection Agency Funding to the City's Brownfields Revolving Loan Fund - Sponsored by Danielle P. West

This item would accept and appropriate an additional \$2,000,000 in Brownfield cleanup funding from the USEPA to recapitalize Portland's Brownfields Revolving Loan Fund (RLF). This funding is used to remediate contaminated properties of for-profit and non-profit property owners in the City of Portland.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

Order 64-25/26 Appropriating \$360,000 from the Jill C. Duson Housing Trust Fund to Lambert Woods North LLC - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on September 23 and vote 3-0 to recommend approval of this item to City Council.

Preservation of Affordable Housing (POAH) is requesting \$360,000 in funding for Lambert Woods North, a proposed development located on city-owned land at 622 Auburn Street (future address: 2274 Washington Avenue) and comprising 72 apartments across 6 residential buildings. The project will offer a mix of townhomes and three-story walkup apartments, with 34 one-bedroom, 10 two-bedroom, and 28 three-bedroom units. These units will be affordable for households earning up to 60% of the Area Median Income (AMI), which translates to \$62,340 for a two-person household, \$70,140 for a three-person household, and \$77,880 for a four-person household. The development is designed to be age-inclusive, serve a range of household sizes and will be managed by POAH Communities.

The developer's financial structure for this project includes Low Income Housing Tax credits as well as a City of Portland Affordable Housing Tax Increment Financing/Credit Enhancement Agreement (AHTIF/CEA) (approved by City Council in December, 2023). The AHTIF/CEA will return to the developer 75% of the increased assessed value realized as the result of the development of this project. The AHTIF revenue will be used to offset project operating costs. The project currently has a \$360,000 gap caused by the loss of 45L Energy Tax Credits and increased engineering costs. The 45L energy tax credits were recently eliminated by the federal government. Delays in closing and design changes led to increased engineering, architecture, and legal costs.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

Order 65-25/26 Appropriating \$5,500,000 from the Portland International Jetport's Unrestricted Funds for a Battery Energy Storage System and Authorizing the Acceptance of Grants and Incentives - Sponsored by the Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

On February 12, 2025 the Sustainability & Transportation Committee voted unanimously to recommend this to the City Council for approval.

This order requests the Council appropriate total funding of \$5.5 million from the Jetport's unrestricted funds for a Battery Energy Storage System (BESS) project at the Portland International Jetport. The project will offset the Jetport's electrical loads during peak annual demand hours for ISO-New England and provide needed electrical system resiliency for the Jetport during utility power outages.

The \$5.5 million cost of the project will be offset by a Federal Direct Pay Clean Electricity Investment Credit (CEIC) estimated at \$2.1 million, Efficiency Maine Trust incentives payments estimated at \$900,000, and electric bill savings (ICAP-Installed

Capacity Market, transmission, and distribution) that results in a projected payback for the project of 8.6 years.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

Order 66-25/26 Appropriating \$9,300,000 from Jetport Unrestricted Funds to Improve and Expand the Public Surface Parking Lots - Sponsored by the Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

On September 10, 2025 the Sustainability & Transportation Committee voted (2-0, Bullett absent) to recommend this to the City Council for approval.

This item requests a \$9.3 million appropriation to expand and improve the existing cell phone lot and gravel parking lot adjacent to Embassy Suites into a new Jetport self-park public parking lot of 667 spaces. The project will bring the existing gravel lot and partially cleared land acquired from Toye Airport Park LLC in 2021 up to current standards for lighting, stormwater treatment, pedestrian access, and landscaping. The proposed project also includes development of approximately 2.2 acres of Jetport land zoned Airport Business adjacent to the former Toye Airport Park LLC parcel for surface parking and a pad for a proposed Battery Energy Storage System (BESS) project. The project will net 265 new parking spaces.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

Order 67-25/26 Amendment to Portland City Code Chapter 25 RE: Naming of Assets - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

At its September 10, 2025 meeting, the Sustainability & Transportation Committee unanimously recommended this item to the Council for approval.

If passed, this order would create a process by which the naming and renaming of City assets would be considered by the City Council. Among other things, this order provides a process by which members of the public can seek the naming/renaming of assets; establishes criteria by which naming/renaming proposals should be considered; and ensures meaningful community engagement throughout the process.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 74-25/26 Accepting a Portion of Pomeroy Street as a Town Way - Sponsored by Danielle P. West, City Manager

Pomeroy Street has been constructed in accordance to City standards and the City has been provided a deed conveying the street to the City as it was originally dedicated to the public to accept in 1908. Public Works has completed both preliminary and final inspections of the pavement, lighting, signage, storm drain, and sewer and has determined that Pomeroy Street meets all technical standard requirements.

Five affirmative votes are required for passage after public comment.

Order 75-25/26 Accepting An Easement Deed from Chabad Lubavitch of Maine, Inc. for a Turnaround on Pomeroy Street - Sponsored by Danielle P. West, City Manager

The Department of Public Works is requesting the acceptance of a turnaround easement deed to allow for City personnel and service providers to travel over the described area at the end of Pomeroy Street in order to deliver services including snow plowing, trash removal and emergency response services. This turnaround will allow for safer, more effective operation and delivery of services to residents of Pomeroy Street.

This is a companion order to the order above.

Five affirmative votes are required for passage after public comment.

Order 76-25/26 Approving Amended and Restated Agreement with Portland Music Festival, LLC RE: Back Cove Music and Arts Festival at Payson Park - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on October 15, 2025 and voted 3-1 to recommend approval of this item to the City Council.

If approved, this agreement would authorize Portland Music Festival LLC to produce the Back Cove Music and Arts Festival in Payson Park annually, for a three-year term (2026 - 2028). The entire proposed agreement can be found in the backup materials. If this agreement were to be approved, festival organizers would be required to seek a festival license, also subject to the approval of the City Council, which would include additional operational plans and details.

Five affirmative votes are required for passage after public comment.

Order 77-25/26 Accepting and Appropriating a \$30,460 Maine Department of Environmental Protection Waste Reduction Grant - Sponsored by Danielle P. West, City Manager

The Sustainability Office applied for and was awarded a waste reduction grant in the amount of \$30,460 in order to install covered kiosks at seven community compost drop-off locations and to establish an additional site on Irving St. at Heseltine Park. Accepting the grant will authorize funding for this project.

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

Order 78-25/26 Approving the Collective Bargaining Agreement Between the City of Portland and the Professional and Technical City Employee Association - Sponsored by Danielle P. West, City Manager

This item approves a negotiated successor collective bargaining agreement between the City of Portland and the Professional and Technical City Employees Association for the period of July 1, 2025, through June 30, 2028. This proposal is presented after previously receiving guidance from the City Council executive sessions held on January 13, March 31, and July 28, 2025, and after having been approved by the Professional and Technical

City Employees Association.

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

Order 79-25/26 Designating the Lambert Woods South Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 15, 2025, and voted 4-0 to recommend approval of this item by the City Council. On August 25, 2025, the City Council approved a one-year extension of the Purchase and Sale Agreement between the City of Portland and Maine Cooperative Development Partners, LLC (MCDP).

Maine Cooperative Development Partners, LLC (MCDP) has development approval for 90 Cooperative Housing homes in eight buildings to be built on property at 165 Lambert Street. After the transfer of the property by the City to MCDP, MCDP will transfer the property to Lambert Woods Cooperative. All the units will be affordable to households at or below 100% of the area median income (\$129,800 4-person household; \$103,850 2-person household). The project will be built in phases with 22 homes in the first phase. MCDP is requesting the City establish an Affordable Housing Tax Increment Financing (AHTIF) District with a CEA that would return to the developer 75% of the new tax revenue generated by the project for 30 years.

The proposed project would be taxable, with an estimated annual assessment of \$18,760,000. This number also represents the increased assessed value as the current or original assessed value is \$0. The estimated annual assessed value is based on the current project pro forma and development costs. An actual assessed value will be assigned to the project as it is constructed using the pricing schedules put in place at construction. Using current information, including the FY26 mil rate of .01198, the annual tax is estimated at \$224,745. TIF projections and proposed district map are included in the backup.

Seventy-five percent (75%) of the increased tax revenue would be captured and returned to the project/developer through a CEA. The remaining twenty-five percent (25%) non-captured revenue from the increased assessed value will be general fund revenue. The CEA would return approximately \$6,838,099 in captured tax revenue to the project/developer (averaged at \$227,937 annually over thirty years) to support project debt service and payment of deferred developer fees. Non-captured general fund revenues are estimated at \$2,279,366 (averaged at \$75,979 annually over thirty years).

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

Order 80-25/26 Approving the Lambert Woods South Affordable Housing Credit Enhancement Agreement with Lambert Woods Cooperative - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair.

This is a companion Order to the previous Order Designating Lambert Woods South 165 Lambert Street an Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District.

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

Order 81-25/26 Appropriating \$2,200,000 from the Jill C. Duson Housing Trust Fund to Lambert Woods Cooperative RE: Lambert Woods South 165 Lambert Street - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 15, 2025, and voted 4-0 to recommend this item for approval by the City Council.

Maine Cooperative Development Partners, LLC, (MCDP) has development approval for 90 Cooperative Housing homes in eight buildings to be built on property at 165 Lambert Street. The project will be completed in phases. The first phase will include 22 homes, a parking lot and significant right-of-way improvements (drainage, sidewalk, bus shelter, and street parking) along Washington Ave Ext. and has an estimated development budget of \$8 - 8.5 million. The proposed financing package includes bank financing, member share equity, \$1,000,000 of foundation funds a Credit Enhancement Agreement/Affordable Housing Tax Increment Financing District and a \$2.2 million loan from the City's Jill C. Duson Housing Trust Fund. After the transfer of the property by the City to MCDP, MCDP will transfer the property to Lambert Woods Cooperative.

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

The loan from the Jill C. Duson Housing Trust Fund will be in the amount of \$2.2 million dollars at 0% interest over 30 years. When the project is completed, MCDP will begin to make payments on the City loan out of surplus cash flow after repayment of the deferred developer fee or pay the loan in full through a project refinancing. See Background Section for more detailed repayment terms.

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

AMENDMENTS:

Order 82-25/26 Amented to Portland City Code Chapter 14 RE: Hotel Inclusionary Zoning - Sponsored by Planning Board, Brandon Mazer, Chair

On November 4, 2024, the City Council enacted a moratorium on new hotel development in Portland in response to concerns about the effectiveness of the City's hotel inclusionary zoning program and its relationship to housing affordability. The moratorium, which will remain in place until November 29, 2025, directed staff to evaluate the policy and bring forward recommendations for potential amendments.

Since that time, staff worked with the Greater Portland Council of Governments (GPCOG) to update the City's nexus study, presented alternatives to the Housing and Economic Development Committee, and engaged Colliers International to complete a

third-party feasibility assessment of potential fee levels. At a public hearing before the Planning Board on September 23, 2025, staff presented an amendment to the hotel inclusionary zoning ordinance, which included raising the amount of the fee-in-lieu of constructing housing units from \$4,831 to \$9,520 per hotel room and changing the alternative unit contribution option from one affordable unit per 28 rooms to one unit per 19 rooms. A motion to recommend the proposed changes to the City Council did not pass with a majority vote by the Planning Board. The Board voted 3-3 (Mazer, Silk, and Fox opposed, Robertson absent). This item is now being forwarded to the Council for a vote on the proposed amendment.

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

Order 83-25/26 Amendment to the Portland City Code Chapter 28 RE: Snow Ban Fee - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

At its October 8, 2025 meeting, the Sustainability & Transportation Committee unanimously recommended this item to the Council for approval.

The proposed change to Chapter 28 of the Portland City Code would increase the fine for failing to move a vehicle during winter storm parking bans from \$40.00 to \$175.00. The goal of the change is to increase compliance and improve the speed and efficiency of snow removal, and ultimately the safety and accessibility of city streets. Historically, the City has attempted to tow vehicles found to be in violation of winter storm parking bans. The total cost to reclaim a towed vehicle within 24 hours is \$210.00 (\$40 parking fine + \$35 impound fee + \$135 towing charge). However, a variety of constraints will reduce the scale of potential towing during the 2025-26 winter season, including the loss of a large-scale inbound lot at Ocean Gateway terminal, inconsistent availability of tow truck operators, insufficient capacity of tow truck operators to tow vehicles at the scale needed to be an effective deterrent, and city staffing constraints.

In connection with the proposed parking fine increase, the City would add six (6) additional snow ban parking locations where residents can relocate their cars free of charge. These locations will supplement fifteen (15) free locations previously used, and seven (7) locations (including garages) that charge a fee.

If approved, City staff would implement a communications campaign on the changes prior to winter's onset, and would enhance communications efforts with the public following the declaration of a parking ban.

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

EXECUTIVE SESSION:

ADJOURNMENT:

ZOOM INFORMATION:

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

<https://portlandme.portal.civicclerk.com/event/7614/media>

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:00pm.

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

Councilors absent: Councilor Fournier & Councilor Sykes

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Joey Brunelle (Pine Street), Greg Gould (Milton Street), Derryen Plante (Holm Ave)

ANNOUNCEMENTS:

Mayor Dion opened the floor for Council Announcements. The following made an announcement: Councilor Michniewicz, Councilor Phillips

RECOGNITIONS:

PRESENTATIONS:

SPECIAL MEETING:

Special Meeting of the Corporator of the Portland Fish Pier Authority

Order 52-25/26 Appointing Matthew Moretti and Robert Odlin as Class C Directors of the Portland Fish Pier Authority - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

Motion was made by Councilor Phillips and seconded by Councilor Michniewicz to recess the Meeting of the City Council and convene the Special Meeting of the Corporator of the Portland Fish Pier Authority. Passage: 7-0 (Councilor Fournier & Sykes absent)

Motion was made by Councilor Phillips and seconded by Councilor Grant for passage. Passage: 7-0 (Councilor Fournier & Sykes absent)

Special Meeting of the Corporator of the Creative Portland Corporation

Order 53-25/26 Appointing Directors to the Board of the Creative Portland Corporation - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

Motion was made by Councilor Phillips and seconded by Councilor Michniewicz to adjourn the meeting of the Portland Fish Pier Authority and convene the Special meeting of the Corporator of the Creative Portland Corporation. Passage: 7-0 (Councilor Fournier

& Sykes absent)

Motion was made by Councilor Pelletier and seconded by Councilor Grant for passage.
Passage: 7-0 (Councilor Fournier & Sykes absent)

Special Meeting of the Corporator of the Portland Development Corporation

Order 54-25/26 Appointing Sam Dargan to the Board of the Portland Development Corporation - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

Motion was made by Councilor Grant and seconded by Councilor Michniewicz to adjourn the meeting of the Creative Portland Corporation and convene the Special meeting of the Corporator of the Portland Development Corporation. Passage: 7-0 (Councilor Fournier & Sykes absent)

Motion was made by Councilor Grant and seconded by Councilor Phillips for passage.
Passage: 7-0 (Councilor Fournier & Sykes absent)

Motion was made by Councilor Michniewicz and seconded by Councilor Phillips to adjourn the meeting of the Portland Development Corporation and reconvene the regular meeting of the City Council. Passage: 7-0 (Councilor Fournier & Sykes absent)

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes-September 15, 2025

Motion was made by Councilor Ali and seconded by Councilor Michniewicz for passage.
Passage: 7-0 (Councilor Fournier & Sykes absent)

PROCLAMATIONS:

Proclamation 9-25/26 Recognizing October 13, 2025 as Indigenous Peoples' Day - Sponsored by Mark Dion, Mayor

Councilor Ali read Proclamation 9-25/26 Recognizing October 13, 2025 as Indigenous Peoples' Day into the record.

Proclamation 10-25/26 Recognizing October 19, 2025 as the Portland Lantern Walk - Sponsored by Mark Dion, Mayor

Councilor Pelletier read Proclamation 10-25/26 Recognizing October 19, 2025 as the Portland Lantern Walk into the record.

Proclamation 11-25/26 Recognizing October 2025 as Domestic Violence Awareness Month - Sponsored by Mark Dion, Mayor

Councilor Phillips read Proclamation 11-25/26 Recognizing October 2025 as Domestic Violence Awareness Month into the record.

APPOINTMENTS:

Order 55-25/26 Appointing Members to Various Boards and Committees - Sponsored by Legislative and Nominating Committee, Mayor Mark Dion, Chair

Motion was made by Councilor Grant and seconded by Councilor Ali for passage.
Passage: 7-0 (Councilor Fournier & Sykes absent)
Mayor Dion opened the floor for public comment. No one spoke.

Order 56-25/26 Appointing Constables for the Parking Division - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Michniewicz for passage.
Passage: 7-0 (Councilor Fournier & Sykes absent)
Mayor Dion opened the floor for public comment. No one spoke.

CONSENT ITEMS:

Order 57-25/26 Granting Municipal Officers' Approval of Pine & Neal LLC, dba Supper Club Cocktail Lounge. Application for Combined Entertainment at 441 Congress Street - Sponsored by Danielle P. West, City Manager

Orders 57-25/26 through Order 58-25/26 were read and passed as consent items. Public comment was taken on orders together.

Motion was made by Councilor Ali and seconded by Councilor Michniewicz for passage.
Passage: 7-0 (Councilor Fournier & Sykes absent)
Mayor Dion opened the floor for public comment. No one spoke.

Order 58-25/26 Granting Municipal Officers' Approval of Woof Play Eat, LLC, dba Woof play Eat. Application for Class XI Restaurant/Lounge at 49 Northport Drive - Sponsored by Danielle P. West, City Manager

Orders 57-25/26 through Order 58-25/26 were read and passed as consent items. Public comment was taken on orders together.

Motion was made by Councilor Ali and seconded by Councilor Michniewicz for passage.
Passage: 7-0 (Councilor Fournier & Sykes absent)
Mayor Dion opened the floor for public comment. No one spoke.

COMMUNICATIONS:

Communication 5-25/26 Forest Avenue Unscheduled Bridge Repairs - Maine Turnpike Authority, Andre J. Briere, Executive Director

Andre Briere (Executive Director of the Maine Turnpike Authority) provided Communication 5-25/26.

As a communication, no formal Council action is required.

Communication 6-25/26 Re: Tukey's Bridge/Back Cove Trail Closure - Danielle P. West, City Manager

Danielle West (City Manager) provided Communication 6-25/26.

As a communication, no formal Council action is required.

UNFINISHED BUSINESS:

Order 48 B-25/26 Accepting and Appropriating \$118,184 in Health and Wellness Grant Funding from the Maine Department of Public Safety for the Portland Police and Fire Departments - Sponsored by Danielle P. West, City Manager

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

Passage: 7-0 (Councilor Fournier & Sykes absent)

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

Order 49-25/26 Approving the Collective Bargaining Agreement Between the City of Portland and Labor & Trades, AFSCME Local 481-00 - Sponsored by Danielle P. West, City Manager

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

Passage: 7-0 (Councilor Fournier & Sykes absent)

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

Councilor Bullett, Councilor Pelletier

Order 50-25/26 Accepting and Appropriating a \$22,500 Donation from the Estate of Louise Adams to the Portland Fire Department - Sponsored by Danielle P. West, City Manager

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

Passage: 7-0 (Councilor Fournier & Sykes absent)

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

Councilor Phillips, Chad Johnston (Fire Chief)

Order 51-25/26 Accepting and Appropriating a \$400 Donation from Marianne Tapp to the Portland Fire Department - Sponsored by Danielle P. West, City Manager

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

Passage: 7-0 (Councilor Fournier & Sykes absent)

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

ORDERS:

Order 59-25/26 Accepting the Portland Public Art Committee Fiscal Year 2025 Annual Report and Fiscal Year 2026 Budget Plan - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Michniewicz and seconded by Councilor Phillips for passage. Passage: 7-0 (Councilor Fournier & Sykes absent)

Kevin Kraft (Director of Planning) gave an overview of this item.

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

Councilor Michniewicz, Councilor Bullett, Kevin Kraft (Director of Planning)

Order 60-25/26 Approving Amendment to the Condominium Declaration for Dougherty Commons Unit 2 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

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

Passage: 7-0 (Councilor Fournier & Sykes absent)

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

Order 61-25/26 Accepting and Appropriating a \$400,303 in Maine State Housing Authority Funding for a Winter Warming Emergency Shelter - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Bullett and seconded by Councilor Ali for passage, as an emergency. Passage: 7-0 (Councilor Fournier & Sykes absent)

Motion was made by Councilor Ali and seconded by Councilor Grant to waive second reading. Passage: 7-0 (Councilor Fournier & Sykes absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Maggie McLoughlin (Health and Human Services Director), Susanna Richer (Portland Resident), Jim Devine (Homeless Voices of Justice), Derryen Plante (Holm Ave), Greg Gould (Milton Street), Geordan Sing (Portland Resident), Annica Moore (Preble Street), Councilor Bullett, Councilor Pelletier, Councilor Phillips, Councilor Michniewicz, Mayor Dion

Order 62-25/26 Approving Second Amendment to the Service Provider Subcontract Between the City, DC Management LLC, and DC Blueberry LLC - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Michniewicz to postpone indefinitely. Passage 7-0 (Councilor Fournier & Sykes absent)

Item postponed indefinitely.

Order 63-25/26 Accepting and Appropriating \$2,000,000 in United States Environmental Protection Agency Funding to the City's Brownfields Revolving Loan Fund - Sponsored by Danielle P. West

First reading.

Order 64-25/26 Appropriating \$360,000 from the Jill C. Duson Housing Trust Fund to Lambert Woods North LLC - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

First reading.

Order 65-25/26 Appropriating \$5,500,000 from the Portland International Jetport's Unrestricted Funds for a Battery Energy Storage System and Authorizing the Acceptance of Grants and Incentives - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair

First reading.

Order 66-25/26 Appropriating \$9.3 million from Jetport Unrestricted Funds to Improve and Expand the Public Surface Parking Lots - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair

First reading.

AMENDMENTS:

Order 67-25/26 Amendment to Portland City Code Chapter 25 RE: Naming of Assets - Sponsored by Sustainability and Transportation Committee, Councilor Regina Phillips, Chair

First reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Phillips and seconded by Councilor Pelletier to adjourn. Passage 7-0 (Councilor Fournier & Sykes absent) at 6:41pm

A TRUE RECORD

Ashley Rand, City Clerk

P R O C L A M A T I O N
RECOGNIZING JACQUELINE “JACKIE” BURRIS
FOR AN OUTSTANDING NATIONAL SERVICE VOLUNTEER
AWARD

WHEREAS, Jacqueline “Jackie” Burris, a lifelong resident of Munjoy Hill, has dedicated more than two decades of service as a Foster Grandparent at East End Community School, giving over 22,000 volunteer hours to children in Portland; and

WHEREAS, through her service, Ms. Burris has supported hundreds of students, particularly those facing language barriers, homelessness, or hearing loss, offering them kindness, stability, and encouragement; and

WHEREAS, Ms. Burris has been recognized statewide as the Outstanding National Service Volunteer Award recipient at the 2025 Governor’s Awards for Service and Volunteerism, presented by Governor Janet T. Mills, honoring her extraordinary contributions to Maine’s AmeriCorps Seniors Foster Grandparent Program; and

WHEREAS, known affectionately as “the Mayor” of East End Community School, Ms. Burris has become a trusted and beloved presence to students, families, and staff, embodying the values of patience, compassion, and community; and

WHEREAS, beyond her volunteer service in the classroom, Ms. Burris has been a longtime civil rights leader in Portland, a member of the NAACP, and a tireless advocate for equity, dignity, and justice for Black residents of Portland, leaving a lasting legacy of community leadership and advocacy; and

WHEREAS, Ms. Burris’ life and work reflect the highest ideals of civic responsibility, volunteerism, and social justice, inspiring generations of Portlanders to serve, uplift, and care for one another;

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine and members of the City Council do hereby honor Jacqueline Burris in the City of Portland, and urge all residents to join me in recognizing and celebrating Ms. Burris for her lifetime of service, advocacy, and unwavering commitment to the children and families of our community.

Signed and sealed this 20th day of October, 2025



Mark Dion, Mayor
City of Portland

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 7, 2025

SUBJECT: Order 68-25/26 Appointing Mercedes Bohaty and Val Petersen as Constables for 2025 - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This appointment would appoint Mercedes Bohaty, Rental Registration Inspector, and Val Petersen, Certified Code Enforcement Officer, as Constables and is effective from the effective date of this order until 12:00 midnight, December 31, 2025, and is made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Constables for Permitting

Prepared by:

Date: 10/07/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**APPOINTING MERCEDES BOHATY AND VAL PETERSEN
AS CONSTABLES FOR 2025**

ORDERED, that Mercedes Bohaty and Val Petersen of the Permitting & Inspections Department is hereby appointed constable for the 2025 calendar year; and

BE IT FURTHER ORDERED, that this appointment shall be effective from the effective date of this order until 12:00 midnight, December 31, 2025; and

BE IT FURTHER ORDERED, that this appointment is pursuant to Sections 20-19 and 2019.5, Portland City Code, and this constable is not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests or issue parking tickets.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 7, 2025

SUBJECT: Order 69-25/26 Appointing Directors of the Portland Widows' Wood Society for the 2025-2026 Term - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Portland Widows' Wood Society provides heating and utility bill assistance to Portland residents in need who are referred to the Society by various charitable organizations and the City of Portland. This order appoints the following persons as Directors of the Portland Widows' Wood Society for the 2025-2026 term:

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

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not

limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointment - Directors of Portland Widows' Wood
2. Charter and Bylaws
3. P&S Law 1971

Prepared by:

Date: 10/07/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPOINTING DIRECTORS OF THE PORTLAND WIDOWS' WOOD
SOCIETY FOR THE 2025-2026 TERM**

ORDERED, that the following persons are hereby appointed as Directors of the Widows' Wood Society for the City of Portland for a term to end November 1, 2026:

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

John Knox (director appointed 11/06/00) stated
that Bylaws amended as of 10/28/70, to
the best of his knowledge, were the current
bylaws.

12/04/00

CW

CHARTER and BY-LAWS
OF THE
PORTLAND
WIDOWS' WOOD SOCIETY
PORTLAND, MAINE

ORGANIZED OCTOBER 23, 1850

ORIGINAL CHARTER

APPROVED MAY 30, 1850.

In the year of our Lord one thousand eight hundred and fifty.

An Act to incorporate the Portland Widows' Wood Society.

Whereas, Sundry citizens of Portland, in the County of Cumberland, have been many years associated for the purpose of furnishing from charitable contributions, fuel to destitute widows, poor females and orphans during the winter months; and the better to invest and manage the donations and to carry out the benevolent intentions of donors, have applied for an act of incorporation.

Therefore, Be it enacted by the Senate and House of Representatives in Legislature assembled as follows:

SECTION 1. John Anderson, James, H. Baker, John Chute, Josiah Black, Lemuel Gooding, James Rackleff, Eben Steele, John Purrington, A. M. Baker, William Evans, Nathaniel Elsworth, Martin Gore, Charles Baker, T. C. Hersey, Byron Greenough and Henry B. Hart, together with them, are hereby incorporated into a Society by the name of the Portland Widows' Wood Society, to be, and remain by that name a body corporate forever; for the purpose of receiving donations

and furnishing fuel, gratuitously, to destitute women and orphans of said city.

SECTION 2. Said Corporation shall have a Seal, may sue and be sued in their corporate capacity, and appoint an Agent or Attorney to prosecute and defend suits, with the power of substitution.

SECTION 3. Said Society shall be capable of receiving, and may receive from any person disposed to aid its object, any grant or devise of land or tenements, and any gift or bequest of other property, to an amount not exceeding forty thousand dollars, to be held and used for the purposes aforesaid.

SECTION 4. Said Society may annually choose a President, Vice-President and Treasurer, which last officer shall also be Secretary, with such number of Directors as they may deem expedient, to be selected from the different religious societies in said Portland, not exceeding two from each parish; and shall make such By-Laws and Regulations for the government of said Society, and for the distribution of so much of its income and donations received in charities aforesaid, as to them shall seem best, provided they are not repugnant to the Constitution and laws of this State.

SECTION 5. Said Society shall have power to sell, and by deed of the President, under the seal of the Society, accompanied

by a certified copy of a vote of said Society authorizing said sale, to convey any real estate given to, or purchased by said Society, the sale of which may not be prohibited by the donor or grantor and all money arising from such sale shall be safely invested in some productive property, and its income applied in the charities aforesaid.

SECTION 6. No salary or pecuniary allowance shall be given or made to any officer or member of said Society for his services, excepting to the Treasurer and distributors of fuel.

SECTION 7. The Treasurer shall give bond in double the amount of the personal property of said Society, for its safe keeping, with at least two such sureties as shall by the President and Mayor of the city be deemed and by them certified to be sufficient security for said fund or property.

SECTION 8. Said John Anderson, James H. Baker, and John Chute, or any two of them, are hereby authorized, by notice in any two newspapers published in said Portland, to call the first meeting this Society, at such time and place as they shall designate, at which meeting the method of calling future meetings shall be adopted.

CHARTER AS AMENDED

See: Private and Special Laws of Maine of 1850, as amended in 1879, 1903 and 1971.

Whereas, Sundry citizens of Portland, in the County of Cumberland, have been many years associated for the purpose of furnishing from charitable contributions, fuel to destitute widows, poor females, and orphans during the winter months, and the better to invest and manage the donations and to carry out the benevolent intentions of donors, have applied for an act of Incorporation.

Therefore, Be it enacted by the Senate and House of Representatives in Legislature assembled, as follows:

SECTION 1. John Anderson, James H. Baker, John Chute, Josiah Black, Lemuel Gooding, James Rackleff, Eben Steele, John Purrington, A. M. Baker, William Evans, Nathaniel Elsworth, Martin Gore, Charles Baker, T. C. Hersey, Bryon Greenough and Henry B. Hart, together with such persons as may hereafter be associated with them, are hereby incorporated into a Society by the name of the Portland Widows' Wood Society, to be and remain by that name a body corporate forever, for the purpose of receiving donations and, in support of the City of Portland, furnishing fuel, gratuitously, to deserving women and orphans of said city.

SECTION 2. Said corporation shall have a seal, may sue or be sued in its corporate

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capacity, and appoint an agent or attorney to prosecute and defend suits with the power of substitution.

SECTION 3. Said corporation may take and hold by gift, bequest, devise, purchase, or otherwise, real and personal property; and may manage and dispose of the same in any manner consistent with the purposes of said corporation, and with the terms under which said property is acquired by it.

SECTION 4. Said corporation may annually elect a president, vice president, treasurer, secretary, and such other officers and such number of directors as it may deem expedient; and may adopt bylaws and regulations, not repugnant to the laws of the State, for the management of its affairs, including the manner of calling and conducting its meetings, conditions of membership, constitution of a quorum, and the bestowal and distribution of its charities and may provide in such bylaws for the selection of directors and members of said corporation by, and approval of bylaw amendments by, the City Council of said Portland.

SECTION 5. No officer or member of said corporation, except the treasurer, the secretary, and the distributors of fuel shall receive any salary or other pecuniary compensation for his services.

SECTION 6. The treasurer shall give a bond for the faithful performance of his duties

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in such sum and with such surety or sureties as the board of directors may require.

SECTION 7. Said John Anderson, James H. Baker and John Chute, or any two of them, are hereby authorized by notice in any two newspapers published in said Portland, to call the first meeting of this Society, at such time and place as they shall designate, at which meeting the method of calling future meetings shall be adopted.

BY-LAWS

Adopted October 7, 1903.

As amended Oct. 26th, 1910, Oct. 29th, 1919, Oct. 26th, 1966, Oct. 28th, 1970.

MEMBERSHIP

The members of this corporation, who shall also be directors of this corporation, shall be such number of citizens of the Greater Portland Area, not less than seven (7), as the City Council of the City of Portland may from time to time determine and appoint. Such appointments shall in any event be made at least annually by said City Council at a meeting or meetings thereof held within sixty (60) days, but not less than ten (10) days, prior to the annual meeting of this corporation. At least three (3) members of the corporation shall be persons who are not employees of the City of Portland. A list of the members shall be kept by the secretary, and reported at each annual meeting.

OFFICERS

The officers of this corporation shall be a president, vice president, treasurer and secretary. Said officers shall be elected by ballot at the annual meeting, and shall hold their offices for one year and until others shall be elected and qualified in their stead. The president, when present, shall preside at all meetings of the corporation. Vacancies occurring in said offices by resignation or otherwise shall be filled by the members of the corporation until the next annual meeting, or meeting in lieu thereof, and until others shall be elected and qualified in their stead.

In the absence of the secretary at any meeting of the corporation, a secretary pro tem may be chosen.

ANNUAL MEETINGS

The annual meeting of this corporation commencing with the meeting to be held in 1971 shall be held in Portland, Maine, on the third Wednesday of November in each year at such place and hour as the members may determine, but, if not so determined, such meeting shall be held in the City Building, so-called, Portland at 7:30 o'clock in the evenings. If a quorum shall not be present, such meet-

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ing may be adjourned by the members present for a period not exceeding sixty days. In case it shall happen at any time that an election shall not be held on the day hereinbefore designated, such officers may be chosen at any subsequent meeting of the corporation at which a quorum shall be present, such meeting to be called by any one of the remaining officers or if none, by any three members by giving notice of the time and place of holding such meeting in the manner provided by these by-laws for notices of meetings of the corporation.

SPECIAL MEETINGS

Special meetings of the corporation may be called by the president or any three members in the manner provided by these by-laws for giving notice of meetings whenever it may be deemed expedient so to do; and it shall be the duty of the president, vice-president, or secretary, as the case may be, to call a special meeting whenever requested thereto in writing at least three members.

NOTICE OF MEETINGS

All meetings of the corporation shall be called by notification, specifying the time, place and objects of the meeting, signed by the president or secretary, and mailed to each member at his last known place of abode or business at least seven (7) days

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before the day of the meeting. No business shall be transacted at any meeting but such as relates to the objects specified in the notification. In case of the death, absence or disability of the secretary, notice of said meetings may be given by any person designated by the members to act as secretary pro tem.

GENERAL AUTHORITY OF MEMBERS

All the powers of the corporation, except as otherwise provided by law or by these by-laws, are vested in the members. The members shall have the control and management of all the affairs of the corporation with power to appoint such agent or agents and to make such contracts and agreements as may be necessary or proper for the purpose of carrying into effect the objects of this corporation; and it shall be their duty to examine the accounts of the treasurer, and the securities and other property of the corporation in his custody, and generally to see that the affairs of the corporation are faithfully managed.

PRESIDENT

The president shall exercise the powers and perform the duties usually incident to that office, except as it is otherwise provided by these by-laws.

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TREASURER

The treasurer shall give bond in such amount and with such sureties as the members may require. He shall collect and receive and faithfully keep all moneys or other property due or belonging to the corporation. He shall pay all debts or other liabilities of the corporation upon bills or other vouchers approved by the president or at least two of the members. He shall keep proper book or books upon which he shall enter all receipts and disbursements, and which shall be open to the inspection of the president, vice-president, members of any of them. He shall safely keep all securities, deeds or other documentary evidence of title, etc. belonging to the corporation. He shall adopt and follow such general and special rules in regard to the manner of conducting the business of the corporation as the members may from time to time prescribe and shall perform such other duties as by law or by the by-laws of this corporation are required of him. He shall make a report in writing at each annual meeting of the receipts and expenditures for the year and also of the investments and other property of the corporation.

SECRETARY

It is the duty of the secretary to keep full, true and accurate records of the meetings of the corporation, and of such other meetings as are prescribed by these by-laws, and to

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give notice of all meetings in accordance therewith.

DISTRIBUTION OF FUEL

The distribution of fuel shall be made without regard to sect, and shall be confined to worthy and destitute widows and other females of Portland.

BOARD OF DISTRIBUTORS OF FUEL

The treasurer and two or more other advisors who shall be chosen by the members shall constitute a Board of Distributors of Fuel. They shall decide all questions relative to the eligibility of applicants for the benefits of this corporation. The treasurer shall draw all orders for fuel, and shall keep a record of the name and age of each beneficiary, the number in her family, and the religious society, if any, to which she belongs.

INVESTMENT BOARD

There shall be an investment board which shall consist of the treasurer and two other persons to be chosen annually by the members from the members of this corporation or otherwise, who shall superintend the investment of the corporation's funds with power, a majority agreeing, to invest and reinvest its funds and to change the investment thereof as they shall think the interests of the corporation require. Their order for an invest-

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ment or change of investment shall be sufficient authority to the treasurer to make the same.

QUORUM

A quorum at any meeting of the corporation shall consist of not less than a majority of the members. If such quorum shall not be present, no business shall be transacted, or votes passed, except to organize, and adjourn. Such adjournment may be, from time to time, not exceeding sixty days at each adjournment, until such quorum shall be obtained.

AUDITORS

The members shall annually select two auditors, who, together with the president or vice-president, shall audit all reports or statements of the treasurer to the corporation.

SEAL

The corporate seal of this corporation shall be circular in form with the name of the corporation, the year of its incorporation, and the word Maine so engraved on its face that it may be embossed on paper by pressure. The seal shall be in the custody of the secretary.

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AMENDMENTS

These by-laws may be amended by a majority vote of the members present at any meeting of the corporation, provided that in the notice of such meeting the nature of the proposed amendment is stated, that quorum is present at such meeting, and that such amendment is approved by the City Council of the City of Portland at a meeting of such Council.

Emergency clause. In view of the emergency cited in the preamble, this Act shall take effect when approved.

Effective March 22, 1971

Chapter 41

AN ACT to Amend the Charter of Portland Widows' Wood Society.

Emergency preamble. Whereas, Acts of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, Portland Widows' Wood Society located at Portland, Maine is a corporation created by chapter 301 of the private and special laws of Maine of 1850, as amended by chapters 140 and 145 of the private and special laws of Maine of 1879, and by chapter 124 of the private and special laws of Maine of 1903, for the purposes described therein; and

Whereas, the Tax Reform Act of 1969, which amended the United States Internal Revenue Code of 1954, may result in Portland Widows' Wood Society being classified as a private foundation and thus subject to annual federal excise taxes unless Portland Widows' Wood Society takes steps to terminate its private foundation status; and

Whereas, payment of said excise taxes will reduce the resources of Portland Widows' Wood Society which would otherwise be available for the carrying out of its charitable purposes; and

Whereas, said Tax Reform Act of 1969 permits private foundations to terminate their private foundation status and thus avoid said excise taxes; and

Whereas, regulations under said Tax Reform Act of 1969 require that the corporate charter contain specified provisions to effect a termination of private foundation status; and

Whereas, said chapter 301 as amended does not include such provisions; and

Whereas, it is advisable to make certain other changes in the governing instrument; and

Whereas, this Act may not otherwise become final within the time during which such provisions must be adopted in order for this corporation to conform to the said Tax Reform Act of 1969 and the regulations thereunder at the earliest possible time; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine, and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore,

Be it enacted by the People of the State of Maine, as follows:

Sec. 1. P. & S. L., 1850, c. 301, § 1, amended. Section 1 of chapter 301 of the private and special laws of 1850 is amended to read as follows:

Section 1. John Anderson, James H. Baker, John Chute, Josiah Black, Lemuel Gooding, James Rackleff, Eben Steele, John Purrington, A. M. Baker, William Evans, Nathaniel Elsworth, Martin Gore, Charles Baker, T. C. Hersey, Bryon Greenough and Henry B. Hart, together with such persons as may hereafter be associated with them, are hereby incorporated into a Society by the name of the Portland Widows' Wood Society, to be and remain by that name a body corporate forever, for the purpose of receiving donations and, in support of the City of Portland, furnishing fuel, gratuitously, to ~~destitute~~ deserving women and orphans of said city.

Sec. 2. P. & S. L., 1850, c. 301, § 3, amended. Section 3 of chapter 301 of the private and special laws of 1850, as amended by chapter 145 of the private and special laws of 1879 and by chapter 124 of the private and special laws of 1903, is further amended to read as follows:

Section 3. May take and hold property by gift, etc. Said corporation may take and hold by gift, bequest, devise, purchase, or otherwise, real and personal property ~~to an amount not exceeding two hundred thousand dollars in value~~; and may manage and dispose of the same in any manner consistent with the purposes of said corporation, and with the terms under which said property is acquired by it.

Sec. 3. P. & S. L., 1850, c. 301, § 4, amended. Section 4 of chapter 301 of the private and special laws of 1850, as amended by chapter 145 of the private and special laws of 1879 and by chapter 124 of the private and special laws of 1903, is further amended to read as follows:

Section 4. Officers. Said corporation may annually elect a president, vice president, treasurer, secretary, and such other officers and such number of directors as it may deem expedient; and may adopt bylaws and regulations, not repugnant to the laws of the State, for the management of its affairs, including the manner of calling and conducting its meetings, conditions of membership, constitution of a quorum, and the bestowal and distribution of its charities and may provide in such bylaws for the selection of directors and members of said corporation by, and approval of bylaw amendments by, the City Council of said Portland.

Sec. 4. Validation. All prior acts and doings of Portland Widows' Wood Society are hereby ratified, made valid, binding and of full force.

Emergency clause. In view of the emergency cited in the preamble, this Act shall take effect when approved.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 6, 2025

SUBJECT: Order 70-25/26 Granting Municipal Officers' Approval of Phoever Maine LLC, dba Phoever Maine. Application for Class I FSE with Outdoor Dining on Private Property at 1227 Congress Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 9/26/25. Establishment was previously Anania's Variety.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Phoever Maine_Council Packet
2. 2025.10.20_Phoever Maine_Council Order

Prepared by:

Date: 10/06/2025

LETTER OF INTENT TO APPLY FOR FULL LIQUOR LICENCE

September 25th, 2025

Pho Ever Maine Restaurant
1227 Congress Street
Portland, Maine 04102

Mayor and Members of the City Council
City of Portland, Maine, 04101

Dear City of Portland Mayor Dion and Members of the City Council,

I am writing to formally apply for a liquor license for our Pho Ever Maine restaurant located at 1227 Congress Street, Portland, Me. We are seeking to offer a selection of alcohol beverages including beer, wine, and cocktails for our dine-in customers. For the past 12 years, our family has proudly and responsibly operated Pho Ever Maine Restaurant in Westbrook, where we served our dine-in customers with authentic Vietnamese cuisine and selection of aforementioned alcohol beverages. We have demonstrated and carried our commitment to providing responsible alcohol service, ensuring the safety and well-being of our customers, and complying with all relevant laws and regulations regarding the sale and service of alcohol beverages. We have closed our restaurant in July 2025 as we relocated to Congress Street. Our vision for our family restaurant is to continue providing a welcoming space “a community hub” for our customers to enjoy full dine-in service and/or take grab-and-go option of our freshly prepared meals.

We are fully committed to complying with all laws and regulations concerning the sale and service of alcohol as we have performed in the past 12 years operating in the City of Westbrook. We will continue to implement measures to ensure safe practices including: training staff to prevent underage drinking and over consumption, implementing verification protocols to enforce strict ID verification procedures, and installing surveillance cameras in and around the premises. We are fully committed to deliver responsible, safe, and professional services to our customers. We recently received the restaurant built-out permit from the City of Portland. We hope for the Committee’s approval of our application for the liquor license as we are eager to begin our build-out and open the door to serve our customers.

Thank you very much for your time and consideration of our application. Please feel free to contact us at 207-807-6178 and/or via email: phoevermaine@gmail.com with any questions or for any additional information.

Sincerely,



Jen Huynh
Manager-Pho Ever Maine Restaurant



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

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information	
File or Tracking Number from BELLS application: <u>12922</u>	Date of Submission of BELLS application: <u>9/26/2025</u>

Business Information		
Legal Business Entity Applicant Name (corporation, LLC): <u>Phoever Maine LLC</u>	Business Name (D/B/A): <u>Phoever Maine</u>	
Individual or Sole Proprietor Applicant Name(s): <u>Phoever Maine LLC</u>	Physical Location: <u>1227 Congress St Portland ME 04102</u>	
If applicable, what was formerly at this location: <u>Anania's Variety</u>	Business Email Address: <u>Phoevermaine@gmail.com</u>	
Mailing Address: <u>5 Hampton Cir Scarborough, ME 04074</u>	Contact Person: <u>Troy Huynh</u>	
Contact Person Phone: <u>207 939 6423</u>	Contact Person Email: <u>Troynotary@gmail.com</u>	
Manager of Establishment: <u>Jen Huynh</u>	Date of Birth: <u>12/31/83</u>	Manager Phone: <u>207 807 6178</u>
Owner of Premises (Landlord):	Address of Premises Owner (Landlord):	

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

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)			
Corporate Name: <u>Phoever Maine LLC</u>	Corporate Mailing Address: <u>5 Hampton Cir Scarborough ME 04074</u>		
Contact Person: <u>Jen Huynh</u>	Contact Phone: <u>207 807 6178</u>		
Principal Officers	Title	Date of Birth	Residence Address
<u>Troy Huynh</u>	<u>owner</u>	<u>12/31/78</u>	<u>5 Hampton Cir Scarborough</u>
<u>Duc Huynh</u>	<u>owner</u>	<u>12/31/73</u>	<u>179 Holm Ave Portland</u>
<u>Minh-Lan Huynh</u>	<u>owner</u>	<u>12/31/83</u>	<u>182 Massachusetts Ave Portland</u>



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

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

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

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

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

Signature

Title

Manager

Date

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

BL@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

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

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

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

Business Information			
Business Name (d/b/a):	Phoever Maine LLC	Phone:	207 807 6178
Location Address:	1227 Congress St	Zip:	04102
Mailing Address:	182 Massachusetts Ave	Zip:	04102
Contact Person:	Jen Huynh	Phone:	207 807 6178
Contact Person Email:	Phoevermaine@gmail.com		
Manager of Establishment:	Jen Huynh	Date of Birth:	12/31/83
		Phone:	207 807 6178
Owner of Premises (Landlord):	KDL, LLC		
Address of Premises Owner:	5 Hampton Circle Scarborough	Zip:	04074

Owner Information

Corporate Name		Corporate Mailing Address	
KDL, LLC		5 Hampton Cir Scarborough	
		Zip:	04074
Contact Person:	Troy Huynh	Phone:	207 939 6423
Principal Officers	Title	Date of Birth	Residence Address
Troy Huynh	owner	12/31/78	5 Hampton Cir Scarborough
Duc Huynh	owner	12/31/73	179 Halm Ave Portland
Minh-Loan Huynh	owner	12/31/83	182 Mass. Ave Portland



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class 1 FSE
Type of food served:	Menu Attached
Please circle all that will be served:	☒ Beer ☐ Wine ☐ Liquor
Hours & days of operation:	Tues-Sat 11pm-9pm
Number of Tables	2 tables
Number of Chairs	15

Design and Construction

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

Maintenance and Operations

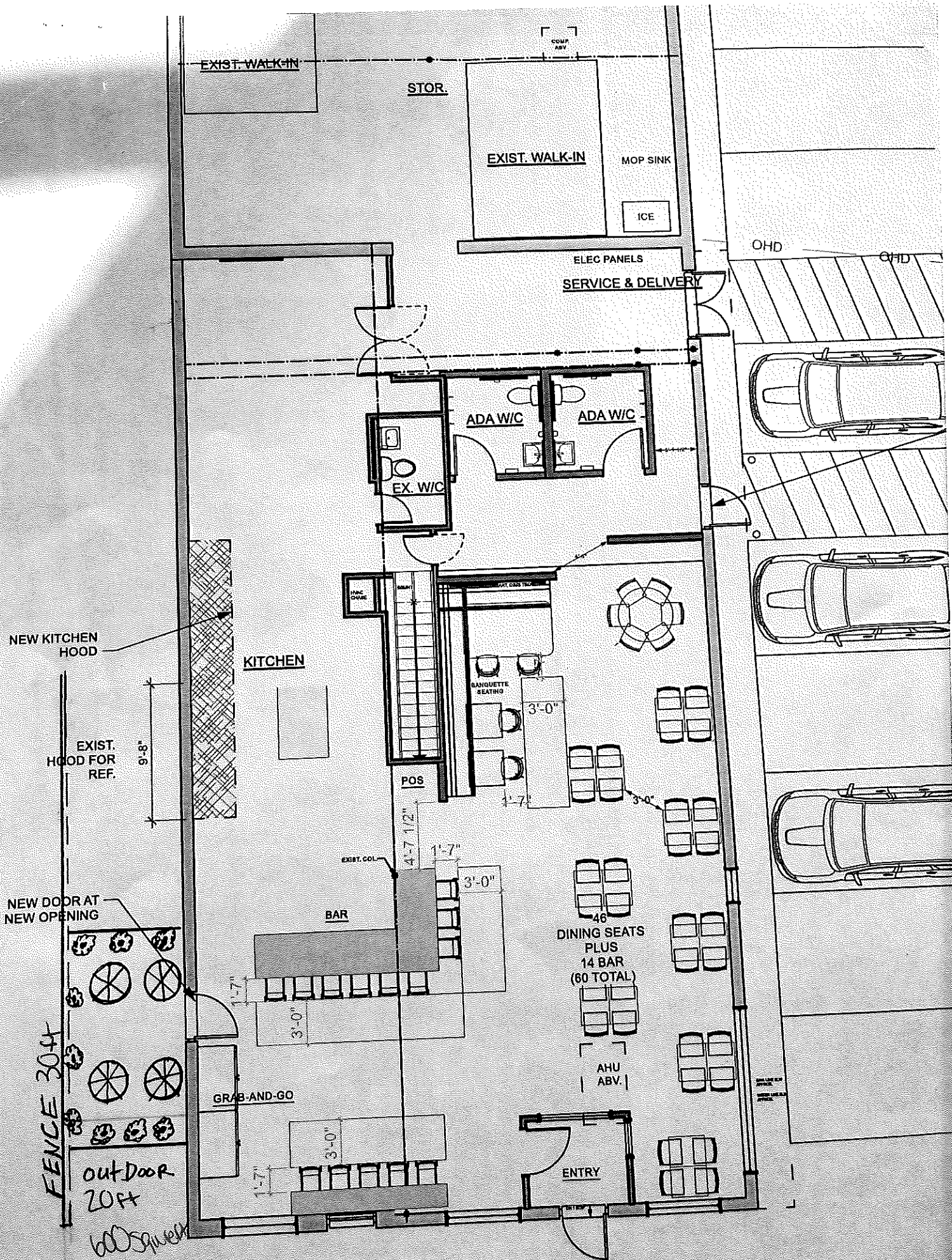
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating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

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

Signature _____ Title _____ Date _____

For Administrative Use Only

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



APPETIZERS/MÓN KHAI VI

1. FIRST LIGHT FRESH SPRING ROLLS(G)/GOI CUON

Lettuce, bean, cucumber, carrots, sprouts, basil, cilantro, and vermicelli noodles with a choice of proteins or veggie. Served with peanut or house nuoc cham sauce.

Vegetarian - \$4.95

Chicken, Pork, or Tofu - \$5.95

Shrimp - \$6.95

2. BOWDOIN LOG EGGROLLS/CHÁ GIÒ \$5.50

Crispy fried spring rolls -Savory mixture of ground pork, carrots, cabbage, noodle, Asian mushroom, & spices. Served with Vietnamese sweet chili sauce.

3. SAIGON WINGS/CANH GA CHIEN \$6.95

House marinated chicken wings crispy fried.

4. BEEF SKEWERS/BO LUI \$6.95

House marinated steak grilled on bamboo skewers

5. HOUSE DUMPLING/HA CAO \$6.95

Pork or Veggie with ginger soy sauce – Steamed or pan fried

6. CRAB RANGOON \$7.95

Crispy wonton stuffed with crabmeat, cream cheese & spices.

7. TOFU TRIANGLES/DAU HU CHIEN \$4.50

Crispy outside, soft inside, served with peanut sauce

10. CASCO BAY COMBO PLATTER

2 of each skewer, wings, eggrolls, shrimp in a blanket, crab rangoon and tofu triangles.

\$19.95

11. LITTLE COMBO for 1 - \$10.95

No substitutions please

MARGARET CHASE SMITH SOUPS

12. WONTON SOUP/SUP WONTON \$6.95

Light broth, broccoli, pork wonton

13. CRAB EGG DROP SOUP/SUP MAN CUA \$9.95

Egg, crab, asparagus in our classic egg drop broth

PERCY SPENCER SALADS

14. SIMPLE GREENS/SALAD \$4.95

House Dressing

15. VIETNAMESE CABBAGE SALAD/GOI BAP CAI

Cabbage, basil, cilantro, fried shallots, peanuts, house dressing \$8.95

16. PAPAYA SALAD/GOI DU DU \$9.95

Baby papaya threads, herbs, shrimp, peanuts, house dressing and crispy chips. Veggie \$7.95

17. FLANK STEAK SALAD/SALAD BO \$9.95

Steak, lettuce or watercress, onion, tomato, lime dressing

18. SPECIAL APPETIZER OF THE DAY/MARKET PRICE/MON DAC BIET MOI NGAY

Whatever Kim feels like cooking that day. Please ask wait staff. May not be available every day.



**FAMOUS PHO NOODLE BOWLS (GO
LARGE FOR \$2 EXTRA & SMALL
FOR \$1 LESS)**

**19. SPECIAL HOUSE PHO/PHO DAC BIET
\$13.95**

Rare sliced beef, brisket, meatballs,
tendon, & tripe in beef broth

20. PHO TAI \$10.95

Rare sliced beef with beef broth

21. PHO CHIN \$10.95

Well done brisket in beef broth

22. PHO BO VIEN \$10.95

Vietnamese Beef Meatballs with beef
broth.

23. PHO GA/CHICKEN \$10.95

Sliced chicken breast with chicken broth

**24. PHO MIXED SEASONAL VEGGIES AND
TOFU/PHO CHAY \$10.95**

Choice of steamed or fried tofu with
chicken, beef or vegetable broth.

25. SEAFOOD PHO/PHO DO BIEN \$14.95

Shrimp, scallop, imitation crab choice of
chicken, beef or veggie broth

26. MAMA HUYNH'S BUN BO HUE \$13.95

Pho's spicy cousin - a popular round rice
vermicelli (*bún*) and beef (*bò*). This dish is
greatly admired for its balance of spicy,
salty, and umami flavors and hints of
lemongrass.

**27. VERMICELLI NOODLE
BOWLS/BUN THIT NUONG**

CHOICE OF FRIED TOFU, GRILLED CHICKEN,
GRILLED PORK, GRILLED BEEF, OR CRISPY
EGGROLLS \$11.95

GRILLED SHRIMP 13.95

ADDITIONAL ITEMS ADD \$2.50

Served with house sauce, fresh vegetables
and crushed peanuts

28. THE LADY DI/BUN THAP CAM \$15.95

Combination of grilled pork, beef, crispy
eggroll, Vietnamese house sausage & fresh
vegetables with house sauce and crushed
peanuts

**29. GEORGE MITCHELL RICE
PLATES/COM THIT NUONG**

CHOICE OF GRILLED CHICKEN, BEEF, PORK,
TOFU \$12.95

GRILLED SHRIMP OR GRILLED PORK

CHOP \$13.95

SHRIMP AND PORK CHOP \$15.95

Served with house sauce, white rice, pickled
veggie and fried egg.

30. HOUSE FRIED RICE/COM CHIEN \$14.95

Chicken, beef, sausage, pork, shrimp and
vegetables

31. CADILLAC MOUNTAIN PAD THAI

Choice of chicken, beef, tofu or vegetable
\$10.95

Shrimp \$13.95



**PHOEVER Maine
Vietnamese Bar & Grill**

**32. BANH MI/VIETNAMESE
SANDWICH**

GRILLED BEEF, PORK, TOFU OR COLD CUT
\$6.95

33. COMBO BEEF OR COLD CUT WITH
SOUP OR SALAD 10.95

Served with baguette, cilantro, picked
daikon/carrots, cucumber, pate, spice or
regular mayo.

KIM'S HOUSE FAVORITES

34. SHAKEN STEAK TIPS/BO LUC LAC
Beef steak, vegetable and house sauce
\$12.95

35. HOUSE STIR FRY/DO XAO
Chicken, beef, pork or veggie with choice
of rice or noodles \$12.95
Seafood \$14.95

36. VIETNAMESE CREPES/BANH XEO
Savory crepe with bean sprout and choice
of:
Veggie \$11.95
Pork \$13.95
Shrimp \$14.95

**OFF THE BEATEN PATH/MON DAC
BIET**

37. KIM'S YELLOW CURRY AND RICE/COM CA
RI \$10.95

38. VEGGIE OF THE DAY SAUTEED WITH
GARLIC AND RICE/COM RAU CAI XAO TOI
\$9.95

39. MAMA HUYNH'S SHRIMP & PORK WITH
RICE/THIT KHO TAU \$12.95

40. VIETNAMESE CONGEE/CHAO \$7.95 PLAIN
OR \$10.95 CHICKEN

41. VIETNAMESE HOT AND SOUR SOUP/CANH
CHUA
VEGGIE \$9.95 CHICKEN \$12.95

DINNER SPECIALS ONLY

42. BANH HOI/ANGEL HAIR NOODLES
GRILLED BEEF, CHICKEN, TOFU \$12.95
SHRIMP \$14.95

43. DESSERTS/TRANG MIENG – ASK
WAITRESS FOR SPECIALS

44. SPECIAL HOUSE PHO BOWL
CHALLENGE \$55
1LB MEAT (ALL CUTS), 1 POUND
NOODLES, GALLON OF BROTH, VEGGIE
PLATE – 30 MINUTES TO COMPLETE.
WINNER GETS A PHOEVER MAINE T-SHIRT
AND THE BOWL IS FREE. NO
SUBSTITUTIONS PLEASE

*DIETARY NEEDS: PLEASE LET WAITSTAFF
KNOW AND WE WOULD BE HAPPY TO
ACCOMMODATE.

*PRICES ARE SUBJECT TO CHANGE WITHOUT
NOTICE.





Zachary Lenhart <zlenhart@portlandmaine.gov>

Phoever Maine_1227 Congress_Class I FSE

Zachary Finley <zackf@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>
Cc: Business Licensing <bl@portlandmaine.gov>

Tue, Oct 14, 2025 at 3:34 PM

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department



Zachary Lenhart <zlenhart@portlandmaine.gov>

Phoever Maine_1227 Congress_Class I FSE

Zoning <zoning@portlandmaine.gov>

Wed, Oct 1, 2025 at 4:01 PM

To: Zoning <zoning@portlandmaine.gov>

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

Good Afternoon,

A change of use permit has been issued for 1227 Congress ST establishing the use as restaurant and retail. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 20, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Phoeve Maine LLC, dba Phoeve Maine. Application for Class I FSE with Outdoor Dining on Private Property at 1227 Congress Street - Sponsored by Danielle P. West, City Manager

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



October 9, 2025

Phoever Maine LLC
5 Hampton Circle
Scarborough, ME 04074

Re: Approval of Phoever Maine LLC, dba Phoever Maine. Application for Class I FSE with Outdoor Dining on Private Property at 1227 Congress Street

Dear Phoever Maine LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 20, 2025 at 5:00 p.m., for the review of application for Class I FSE with Outdoor Dining on Private Property at 1227 Congress Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



Application Copy

File Number: 12922

AMENDMENT TYPE

Premises Relocation

APPLICATION DATE RECEIVED

2024-10-29

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Phoever Maine LLC

OPERATOR

Phoever Maine LLC

PHYSICAL ADDRESS

1227 Congress St Portland ME 04102

MAILING ADDRESS

1227 Congress St Portland ME 04102

CONTACT NAME

Jen Huynh

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 807-6178

ALTERNATE PHONE

FAX

EMAIL

PhoeverMaine@gmail.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. What is your expected start date?

7/1/2025

2. Do you have a Maine Health or Agriculture License?

No

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

No

4. Does the licensee/applicant(s) own the premises?

Yes

5. Do you sub rent some of your premises?

No

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

Tuesday to Saturday 11-9
Monday and Sunday Closed

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

Jewish community Center .4miles from location
Deering High School 1.3miles

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	1227CongressStlayout.pdf	1227 Congress St's Floor Plan

APPLICANT

Jen Huynh

DECLARATION

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

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

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

Phoever Maine LLC, dba Phoever Maine. Application for Class I FSE with Outdoor Dining on Private Property at 1227 Congress Street

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 6, 2025

SUBJECT: Order 71-25/26 Granting Municipal Officers' Approval of Blackbird Baking Co., LLC, dba Two Fat Cats Bakery. Application for Class III FSE at 144 State Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 9/17/25. This is an existing establishment adding on-premise alcohol service.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Two Fat Cats_Council Packet
2. 2025.10.20_Two Fat Cats_Council Order

Prepared by:

Date: 10/06/2025

September 16, 2025

To The Mayor and City Council Members of the City of Portland, Maine,

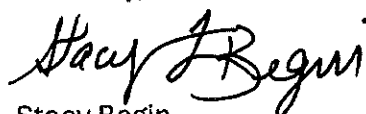
Blackbird Baking Co., LLC, dba Two Fat Cats Bakery, is applying for a Class III Vinous License to serve wine at its 175 Spring Street location in Portland.

In business for twenty years, Two Fat Cats is an established business with two Portland locations: 195 Lancaster Street and 175 Spring Street. The Spring Street location holds an Off-Premises Beer & Wine license through the State of Maine, and it is this location for which we are applying for a Class III license in order to serve wine. We will not serve beer. No entertainment or dancing will be offered, and the Spring Street location will be open mainly during the day with extended hours until 7pm on Fridays and Saturdays. We are not applying for any liquor licenses for the Lancaster Street location.

For questions or additional information, please feel free to reach out to sbegin@twofatcatsbakery.com or 207-347-5144.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacy Begin". The signature is fluid and cursive, with the first name "Stacy" written in a larger, more prominent script than the last name "Begin".

Stacy Begin

Owner, Two Fat Cats Bakery



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

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information	
File or Tracking Number from BELLS application: RET-24-1100 10576 101076	Date of Submission of BELLS application: 09/12/25

Business Information		
Legal Business Entity Applicant Name (corporation, LLC): Blackbird Baking Co. LLC	Business Name (D/B/A): Two Fat Cats Bakery	
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 144 State St. Portland 04101	
If applicable, what was formerly at this location: N/A	Business Email Address: info@twofatcatsbakery.com	
Mailing Address: 195 Lancaster St. Portland, ME 04101	Contact Person: Stacy Begin	
Contact Person Phone: 207-329-2746	Contact Person Email: sbegin@twofatcatsbakery.com	
Manager of Establishment: Andrea Boyle	Date of Birth: 10/14/79	Manager Phone: 407-729-9193
Owner of Premises (Landlord): 8 Redfern Property	Address of Premises Owner (Landlord): 175 Spring St.	

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

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)			
Corporate Name: Blackbird Baking Co., LLC		Corporate Mailing Address: 195 Lancaster St. Portland, ME 04101	
Contact Person: Stacy Begin		Contact Phone: 207-329-2746	
Principal Officers	Title	Date of Birth	Residence Address
Stacy Begin	Owner	03/19/69	243 Elm St. South Portland, ME 04106
MATTHEW Holbrook	Owner	08/23/63	243 Elm St. South Portland, ME 04101



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

Class of Liquor License (see fee schedule): <u>CLASS III, Various License</u>		
Type of food served:	<u>Sandwiches, Soups, Pastries</u>	
Please select all that will be served:	☐ Beer ☒ Wine ☐ Liquor	
Projected percentage of sales:	Generated from Food: <u>85%</u>	Generated from Alcohol: <u>2-3%</u> (The rest of sales are non-alcohol drinks)
Hours & days of operation:	<u>Wed + Thurs 7:30-4pm, SAT + Sun 7:30am-7pm, Sun 9am-3pm</u>	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☐ YES	☒ NO
If No, please explain: <u>We mainly serve Sandwiches + Pastries (finger food)</u>		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐ YES	☒ NO
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐ YES	☒ NO
Will you permit dancing after 1:00 a.m.?	☐ YES	☒ NO
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☐ YES	☒ NO
If yes, will the outside dining be on:	☐ PUBLIC property or ☐ PRIVATE property	
Will you have any amusement devices (pinball, video games, juke box)?	☐ YES	☒ NO
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date? : <u>11/30/25</u>		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	☐ YES	☒ NO
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒ YES	☐ NO
If Yes, please list business name(s) and location(s): <u>Two Fat Cats Bakery at 195 Lancaster + 175 Spring ST.</u>		
Is any principal officer under the age of 21?	☐ YES	☒ NO
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐ YES	☒ NO
If Yes, please explain:		

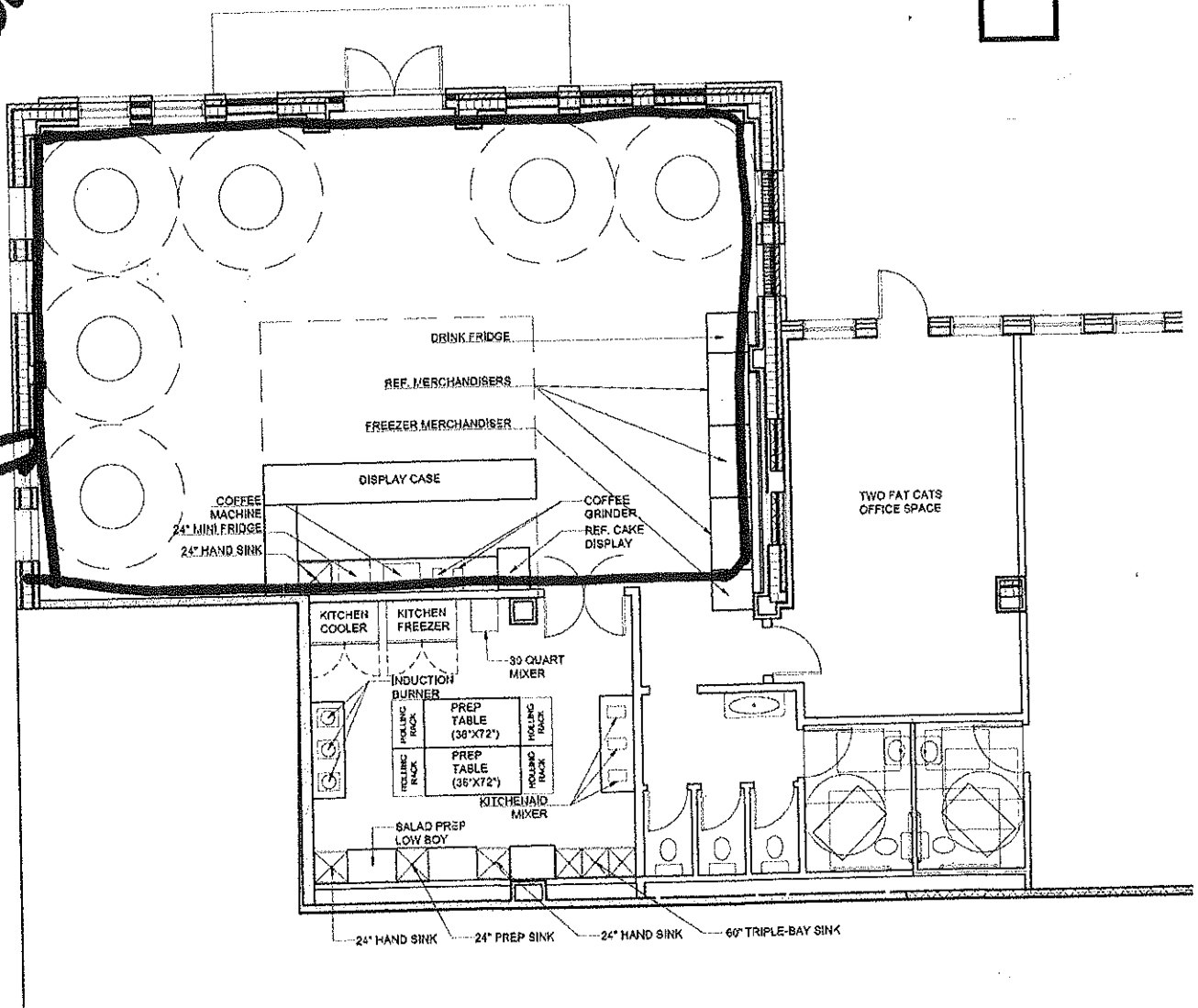
I, Stacy Begin do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me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

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

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

Signature Stacy Begin Title Owner Date 12/17/25

*Box represents area
service area*





TWO FAT CATS

MENU

WEST END

OPEN HOURS

Kitchen open until
4:00pm except for
Sundays @ 3:00pm

SOUP

SANDWICH & SOUP COMBO

\$9.95

Cup of the weekly soup with 1/2 sandwich. Choose from a grilled cheese, turkey blt, or a tuna melt.

SOUP OF THE WEEK

Ask us about the soup of the week!
Cup- \$5.95 Bowl- \$7.95

SALADS

CAESAR SALAD

\$8.95

Romaine, kale, parmesan, homemade croutons, and creamy caesar
Add chicken for \$2.50

GARDEN SALAD

\$5.25/\$10.95

Spring mix, cherry tomatoes, cucumbers, shredded carrots, scallions, crispy onions, red onions, with balsamic dressing and a garlic butter crostini

Add a protein for \$3.00: Chicken Salad, Tuna Salad, Turkey, Ham, Bacon, Chicken, Pulled Pork, Hard Boiled Eggs (2)

SALADS

WEST ENDER

\$12.95

Spring mix, chicken, feta, blueberries, candied walnuts, tomatoes, fresh herbs, choice of dressing

DRESSINGS

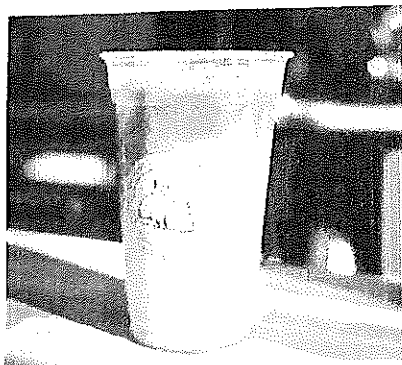
GREEN GODDESS

RED WINE VINAIGRETTE

BALSAMIC VINAIGRETTE

CAESAR

PIES



WE OFFER OUR PIES IN 7" ROUNDS, 9" ROUNDS, OR BY THE SLICE

YEAR ROUND

MAINE BLUEBERRY	\$25/\$35
TRIPLE BERRY	\$25/\$35
BLACK & BLUE	\$25/\$35
BOURBON PECAN	\$25/\$35
SOUR CHERRY	\$25/\$35

DRINKS

AVAILABLE HOT (8 OZ) OR COLD (16 OZ) OR ICED (16 OZ)

DRIP COFFEE/ICED COFFEE

AMERICANO
MACCHIATO

LATTE

MOCHA

CORTADO

CAPPUCINO

CHAI LATTE

AND MORE!

HOUSE MADE SWEETENERS

CARAMEL

MOCHA

BLUEBERRY PIE

VANILLA

BROWN SUGAR TOASTIE

MAPLE

CINNAMON CARDAMOM

ASK ABOUT OUR SEASONAL FLAVORS

PASTRIES

CINNAMON ROLL

BLUEBERRY SCONE

BLUEBERRY BUCKLE

MORNING TOASTIES

BLUEBERRY MUFFIN

CHOCOLATE CHIP
COOKIE

SEASONAL COOKIE

LEMON SHORTBREAD

DAILY QUICKBREADS

WHOOPIE PIES



TWO FAT CATS

MENU

WEST END

KITCHEN
HOURSKitchen open until
4:00pm except for
Sundays @ 3:00pm

BREAKFAST

YOGURT GRANOLA BOWL \$7.95

TFC apricot + golden raisin
granola, greek yogurt, buckwheat honey,
rotating fruit

OVERNIGHT OATS \$7.95

Oats, honey, chia seeds, walnuts, greek
yogurt, seasonal fruit, and cinnamon

AVOCADO TOAST \$5.75

Smashed avocado with diced red onions,
tomato, everything seasoning, and a splash
of lemonAdd bacon, or tomato w/ pickled onions for
\$2.00

BAGEL W/ CREAM CHEESE \$3.75

Choose between an everything seasoning
bagel or french toast bagel with options of
plain cream cheese, blueberry cream cheese,
dill cream cheese, or our rotating optionBREAKFAST
SANDWICHESBREAKFAST BISCUIT
SANDWICH \$6.95House made cheddar and scallion biscuit with
white cheddar and eggs. Add bacon, ham,
sausage, or tomato for \$2.00

THE DUNSTAN \$12.95

Toasted everything bagel & local lox, dill
cream cheese, tomato, pickled onion,
lettuce

THE MAINAH \$7.95

French toast bagel, bacon, maple syrup,
blueberry cream cheese

THE GREENEST \$8.95

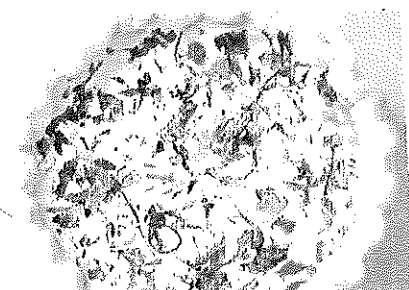
Egg, swiss, green goddess dressed greens,
and avocado on a cheddar scallion biscuit

DOUBLE PIG \$10.95

Egg, cheddar cheese, bacon, and
sausage on a cheddar scallion biscuit

BREAKFAST

SLICE OF QUICHE W/ GREENS \$6.95

Rotating veggie and meat options. Ask us
what our flavors of the day are!BREAKFAST CHARCUTERIE
BOARD FOR TWO \$19.95Everything seasoning bagel, plain biscuit,
local lox, pickled onion, olives, cream cheeses,
whipped butter, jam, tomatoes, hard boiled
egg, apples, walnuts, gouda

SANDWICHES

CURRY CHICKPEA
SANDWICH \$13.99Curry chickpeas with greens, pickled
onions, tomato, salt + pepper

FLUFFER NUTTER \$6.95

A comforting classic: peanut butter and
housemade fluffAll sandwiches come toasted with
a choice of house-made white
bread, whole wheat bread,
everything seasoning sourdough,
or can be made as a wrap

BISTRO HAM & CHEESE \$13.99

Ham, gouda, apricot jam, sliced apple,
dijon

CHICKEN CAESAR WRAP \$12.50

Romaine, kale, chicken, croutons,
shaved parmesan, creamy caesar
dressing in a wrap

GRILLED CHEESE \$5.95

Two slices of cheddar + one slice of
american, grilled
Add bacon for \$2.00OUR FAVORITE TUNA
MELT \$13.99Spicy tuna salad, good sharp
cheddar, pickled onionsCAPE COD CHICKEN
SALAD SANDWICH \$13.99Chicken, green onions,
cranberries, celery, cran-mayo,
greens, tomato, pickled onions

TURKEY BLT \$13.99

Turkey, bacon, greens, tomato,
and a choice of cran mayo or
roasted garlic aioli

PULLED PORK PANINI \$13.99

Pulled pork, gouda, barbecue
sauce, caramelized onions,
sauteed kale



Zachary Lenhart <zlenhart@portlandmaine.gov>

Two Fat Cats_Class III_144 State

Zachary Finley <zackf@portlandmaine.gov>

Thu, Sep 25, 2025 at 3:58 PM

To: Zoning <zoning@portlandmaine.gov>

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

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department



Zachary Lenhart <zlenhart@portlandmaine.gov>

Two Fat Cats_Class III_144 State

Zoning <zoning@portlandmaine.gov>

Thu, Sep 25, 2025 at 2:46 PM

To: Zoning <zoning@portlandmaine.gov>

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

Good Afternoon,

144 State ST, Suite C is restaurant & retail. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 20, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Blackbird Baking Co., LLC, dba Two Fat Cats Bakery. Application for Class III FSE at 144 State Street - Sponsored by Danielle P. West, City Manager

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



October 9, 2025

Approval of Blackbird Baking Co., LLC
195 Lancaster Street
Portland, ME 04101

Re: Approval of Blackbird Baking Co., LLC, dba Two Fat Cats Bakery. Application for Class III FSE at 144 State Street

Dear Approval of Blackbird Baking Co., LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 20, 2025 at 5:00 p.m., for the review of application for Class III FSE at 144 State Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



Application Copy

File Number: 101076

Job Type: New Application

LICENSE TYPE

On-Premises: Wine Only

APPLICATION DATE RECEIVED

2025-09-12

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Blackbird Baking of Maine, LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Two Fat Cats Bakery

CORPORATE NUMBER

20121990DC

INCORPORATION DATE

2012-02-01

CORRESPONDENCE ADDRESS

195 Lancaster Street Portland, Maine 04101 Portland ME 04101-2407

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Stacy L Begin

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 347-5144

ALTERNATE PHONE

(207) 329-2746

FAX

EMAIL

sbegin@twofatcatsbakery.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Blackbird Baking of Maine, LLC	Owner	Blackbird Baking Co. of Maine dba Two Fat Cats Bakery	51
Blackbird Baking of Maine, LLC	Owner	Blackbird Baking Co. of Maine dba Two Fat Cats Bakery	49

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Restaurant (not Class A)

PREMISES NAME

Two Fat Cats West End

OPERATOR

Stacy Begin

PHYSICAL ADDRESS

175 Spring Street 195 Lancaster Street Portland ME 04101-2407

MAILING ADDRESS

195 Lancaster Street Portland ME 04101-2407

CONTACT NAME

Stacy L Begin

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 347-5144

ALTERNATE PHONE

(207) 329-2746

FAX

EMAIL

sbegin@twofatcatsbakery.com

QUESTIONS

On-Premises: Wine Only

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

Answer "No" if you are a Sole Proprietor.

Yes

20121990DC

2. What is your expected start date?

12/01/2025

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

Yes

RET-24-1585

175 Spring Street

Portland, Maine 04101

off premise license

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

No

5. Is the applicant/licensee an individual, partnership, or association? (Not a corporation or LLC)

No

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

Yes

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

No

8. Is your license application for Vessel Corporation?

No

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

Yes

Department of Agriculture

5-21585

10 Do you have a license from the Office of the State Fire Marshal?
Contact (207) 626-3870 to determine whether licensure is necessary.

No

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

No

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

No

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

No

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

No

(document uploaded)

15 Do you have a manager employed?

Yes

Andrea Boyle

10/14/1979

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

No

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

No

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

No

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

No

20 At which address are your business records located?

195 Lancaster Street
Portland, Maine 04101

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

Wednesday & Thursday 7:30am - 4pm
Friday & Saturday 7:30pm-7pm
Sunday 9am - 3pm

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

St. Luke's Cathedral - .1m
Unitarian Church - .1m
Reiche School - .2m
Waynflete - .5m

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

No

24 Do you have a food menu?

Yes

(document uploaded)

25 How many seats do you have?

25 seats

26 How many bathrooms do you have available to the public?

4 bathrooms

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	West End menu pg 1.pdf	
Food Menu	West End menu pg 2.pdf	
Lease/Rental Agreement	FE_Lease_Two Fat Cats_144 State Street FINAL.pdf	
Premises Floor Plan	floor plan for alcohol license 082625.pdf	
Supplemental Ownership Form	102 Supplemental Ownership Form and Affidavit-2.pdf	
Maine Health or Agriculture License	West End Dept of Ag license 2025.pdf	

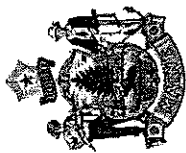
APPLICANT

Stacy Begin

DECLARATION

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

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



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Blackbird Baking Co.	2. Date of incorporation/registration: 2012	3. State of incorporation: active
--	---	---

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

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Stacy Begin	03/19/1969	207-329-2746	243 Elm Street South Portland, Maine 04106	Owner	51
Matthew Holbrook	08/23/1963	207-318-6818	243 Elm Street South Portland, Maine 04106	owner	49

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Blackbird Baking Co., LLC, dba Two Fat Cats Bakery. Application for Class III FSE at
144 State Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 6, 2025

SUBJECT: Order 72-25/26 Granting Municipal Officers' Approval of Wow India Fusion Restaurant and Bar LLC, dba Wow India. Application for Class I FSE at 645 Congress Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 9/23/25. Establishment was previously Rebel Munchies and Libations.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Wow India_Council Packet
2. 2025.10.20_Wow India_Council Order

Prepared by:

Date: 10/06/2025

Prakash Jayavelu Singh

Owner – Wow India Fusion Restaurant and Bar LLC

649 Congress Street

Portland, ME 04101

Phone: (207) 451-2014

Email: wowindiainfo@gmail.com

Date: September 23, 2025

Honourable Mayor

Members of the City Council

City of Portland

389 Congress Street

Portland, ME 04101

Subject: Letter of Intent to Apply for a Liquor License – Wow India Fusion Restaurant and Bar LLC

Dear Mayor and Members of the City Council,

I am writing to formally express my intent to apply for a **Restaurant Class A Liquor License** for **Wow India Fusion Restaurant and Bar LLC**, located at **649 Congress Street, Portland, ME 04101**.

Our establishment will operate as a full-service restaurant and bar, offering authentic and fusion-style Indian cuisine alongside carefully curated beverage options. We are committed to creating a safe, welcoming, and responsible dining environment that aligns with the City of Portland's standards and enhances its vibrant hospitality community.

As part of this commitment, we will:

- Ensure all staff are properly trained and certified in responsible alcohol service.
- Maintain strict age-verification procedures at all times.
- Operate with a focus on public safety and neighbourhood respect.
- Contribute positively to Portland's dining and cultural landscape.

We respectfully request your consideration of our liquor license application and welcome the opportunity to appear before you, if required, to provide any additional information or address questions.

Thank you for your time and support. We look forward to serving the residents and visitors of Portland responsibly and with pride.

Sincerely,

Prakash Jayavelu Singh

Owner

Wow India Fusion Restaurant and Bar LLC



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

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information	
File or Tracking Number from BELLS application: 99279	Date of Submission of BELLS application: 09/23/2025

Business Information		
Legal Business Entity Applicant Name (corporation, LLC): Wow India Fusion Restaurant and Bar LLC	Business Name (D/B/A): Wow India	
Individual or Sole Proprietor Applicant Name(s): Prakash Singh Jayavelu Singh	Physical Location: 649 Congress Street, Portland, ME, 04101	
If applicable, what was formerly at this location: Restaurant	Business Email Address: Wowindiainfo@gmail.com	
Mailing Address: 2 Phelps Street, Kittery, ME, 03904	Contact Person: Prakash	
Contact Person Phone: 207-451-2014	Contact Person Email: Shivssde@gmail.com	
Manager of Establishment: Siva Sankar Iyaru	Date of Birth: 03/28/1991	Manager Phone: 603-205-2163
Owner of Premises (Landlord): Gastonville LLC	Address of Premises Owner (Landlord): One Canal Plaza, Suite 500, Portland, Maine 04101	

Sole Proprietor/Partnership Information (If Corporation, leave blank)		
Name of Owner(s): Prakash Singh Jayavelu Singh	Date of Birth: 11/25/1987	Residence Address: 2 Phelps Street, Kittery, Maine, 03904
Name of Owner(s):	Date of Birth:	Residence Address:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)			
Corporate Name: Wowindia Fusion Restaurant and Bar LLC	Corporate Mailing Address: 2 Phelps St, Kittery, Maine, 03904		
Contact Person: Prakash Jayavelu Singh	Contact Phone: 207-451-2014		
Principal Officers	Title	Date of Birth	Residence Address
Prakash Jayavelu Singh	OWNER	25/11/1987	2 Phelps St Kittery ME 03904



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

Class of Liquor License (see fee schedule): <u>Class A Restaurant</u>		
Type of food served:	<u>Indian Full Course Meal</u>	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: <u>70 %</u>	Generated from Alcohol: <u>30 %</u>
Hours & days of operation:	<u>11am - 11pm</u>	
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☐
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☐	☒
If yes, will the outside dining be on: ☐ PUBLIC property or ☐ PRIVATE property		
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date? : <u>10/21/2025</u>		
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☐	☒
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

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

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

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

Signature [Signature] Title Owner Date 09/23/2025

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

BL@portlandmaine.gov • www.portlandmaine.gov

Restaurant menu

Starters (Vegetarian)

1. Samosa – Crispy pastry pockets filled with spiced potatoes and peas, served with tamarind and mint chutney.
2. Veg Spring Roll – Golden-fried rolls stuffed with fresh vegetables and aromatic spices, served with sweet chili sauce.
3. Dosa Balls – Miniature, savory South Indian crepe balls made from rice and lentils, lightly spiced.
4. Masala Arancini – Risotto balls with Indian spices and cheese, lightly fried to perfection.
5. Cauliflower Bites – Crispy, battered cauliflower florets with a hint of spice, served with dipping sauce.
6. Cauliflower Manchurian – Indo-Chinese style cauliflower tossed in a tangy, spicy soy-based sauce.
7. Masala Nachos – Corn tortilla chips topped with spiced cheese, beans, onions, tomatoes, and house chutneys.
8. Hummus with Garlic Naan – Creamy hummus served with warm, freshly baked garlic naan.
9. Chilli Paneer – Cubes of paneer sautéed with bell peppers, onions, and a spicy chili sauce.
10. Cheese Chilli Corn – Sweet corn sautéed with chilies and mixed with melted cheese.
11. Aloo Tikki – Spiced potato patties, crispy on the outside, soft inside, served with chutney.
12. Chilli Garlic Edamame – Steamed edamame tossed with garlic, chili, and sesame seeds.

Starters (non-vegetarian)

1. Butter Chicken Bar Buns – Mini buns filled with creamy butter chicken, perfect bite-sized starters.
2. Ghee Roast Chicken Popcorn – Bite-sized chicken fried with ghee and South Indian spices.
3. Chilli Chicken – Crispy chicken tossed in tangy, spicy Indo-Chinese sauce.
4. Chicken Manchurian – Boneless chicken in a flavorful soy-garlic-spice sauce.
5. Chicken 65 (Dry or Gravy) – South Indian spiced chicken, served crispy dry or in a rich gravy.
6. Cashew Nut (Kaju) Chicken Fry – Chicken stir-fried with cashews and aromatic Indian spices.

7. Lamb Samosa – Golden pastry filled with spiced minced lamb, served with chutney.
 8. Chicken Seekh Kabab – Grilled minced chicken skewers with subtle spices and herbs.
 9. Tandoori Chicken Wings – Juicy chicken wings marinated in tandoori spices and oven-grilled.
 10. Chilli Prawns – Succulent prawns sautéed with garlic, chili, and fresh herbs.
 11. Golden Shrimp Fry with Saffron Cream Sauce – Crispy fried shrimp finished with delicate saffron cream.
 12. Tandoori Chicken – Traditional Indian-style marinated and slow-grilled chicken.
 13. Fish Apollo – Pan-seared fish with a rich and creamy spiced sauce.
-

Main Course (Non-Vegetarian Curries with Rice)

1. Butter Chicken Masala – Classic creamy tomato-based curry with tender chicken pieces.
 2. Chicken Tikka Masala – Grilled chicken tikka in a rich, spiced tomato cream sauce.
 3. Korma (Chicken, Lamb, Shrimp) – Mild, aromatic curry with yogurt, cream, and nuts.
 4. Vindaloo (Chicken, Lamb, Shrimp) – Spicy, tangy curry with robust flavors from vinegar and spices.
 5. Kadai (Chicken, Shrimp) – Stir-fried curry with bell peppers, onions, and aromatic masala.
 6. Saag (Chicken, Lamb, Goat, Shrimp) – Protein cooked with spiced pureed greens for a healthy twist.
 7. Chettinad (Chicken, Lamb, Shrimp) – Spicy South Indian-style curry with coconut and aromatic spices.
 8. Sukka (Chicken, Goat, Lamb) – Dry-style, richly spiced curry.
 9. Pepper Shrimp – Juicy shrimp tossed in black pepper sauce.
 10. Coconut Curry – Creamy coconut milk-based curry with aromatic spices.
 11. Goan Shrimp Curry – Tangy and mildly spicy shrimp curry with coconut and Goan flavors.
-

Vegetarian Curries with Rice

1. Butter Paneer Masala – Cottage cheese in creamy, tomato-based curry.
2. Shahi Paneer – Rich and royal paneer curry with nuts and cream.
3. Aloo Gobi Masala – Spiced potatoes and cauliflower cooked in aromatic masala.

4. Kadai Paneer – Paneer and bell peppers in robust, spiced gravy.
 5. Chana Masala – Chickpeas cooked in a flavourful onion-tomato masala.
 6. Yellow Dal – Traditional lentil curry, mild and comforting.
 7. Navratan Korma – Mixed vegetables in a rich, mildly spiced creamy sauce.
 8. Malai Kofta – Soft vegetable dumplings in creamy tomato-based curry.
 9. Saag Paneer – Spinach-based curry with paneer cubes.
 10. Bhindi Masala – Okra sautéed with onions and spices.
 11. Mutter Paneer – Peas and paneer in a lightly spiced tomato gravy.
-

Tandoor Menu

- Malai Tikka Kabob – Creamy marinated chicken skewers, oven-grilled.
 - Tandoori Chicken – Classic marinated chicken cooked in tandoor.
 - Tandoori Salmon – Salmon fillets marinated with spices and grilled.
 - Boti Kabob – Tender lamb pieces grilled with spices.
 - Naan & Variants – Plain, Garlic, Peshawari (nuts & raisins), Onion Kulcha, Cheese Naan.
-

Indian Pizzas

1. Chicken Tikka Masala Pizza – Flatbread pizza topped with chicken tikka, cheese, and masala sauce.
 2. Saag Paneer Pizza – Spinach and paneer topped with cheese and Indian spices.
 3. Lamb Meatballs Pizza – Spiced lamb meatballs with cheese and tomato sauce.
 4. Tuscan Fig and Oyster Mushroom Pizza – Gourmet pizza with fig, mushrooms, and mozzarella.
 5. Butter Masala Cheese Pizza – Classic butter masala sauce with melted cheese.
-

Indian Tacos (Naan Tacos)

- Tikka Tacos – Naan bread filled with tikka sauce, veggies, and choice of chicken, paneer, lamb, or shrimp.
-

Salads

1. Farmer's House Salad – Fresh seasonal vegetables with house vinaigrette.
2. Caesar Salad – Crisp romaine with creamy Caesar dressing, croutons, and parmesan.

3. Beets and Goat Cheese Salad – Roasted beets, goat cheese, greens, and balsamic vinaigrette.

House Dressings – Creamy Caesar, Cranberry Vinaigrette, Balsamic Vinaigrette

Biryanis

1. Hyderabad Chicken Dum Biryani – Slow-cooked aromatic chicken biryani.
 2. Chicken Boneless Biryani – Spiced, boneless chicken biryani.
 3. Pan Biryani – Choice of chicken, lamb, goat, shrimp, or vegetables, layered with fragrant rice.
-

Desserts

1. Rasmalai – Soft cheese dumplings in sweetened, flavoured milk.
 2. Gulab Jamun with House Ice Cream – Fried milk balls soaked in sugar syrup, served with ice cream.
 3. Cheesecake – Classic creamy cheesecake.
 4. Rice Pudding – Sweet, creamy rice dessert flavoured with cardamom.
-

Sides

- Rice
 - Papadum
 - Raita
 - House Fries
 - Masala Corn
 - Indian Pickles
 - Grilled Asparagus
 - Chips & Salsa
 - Soy Tenders
-

Kids Menu

1. Grilled Cheese Quesadillas – Cheese-filled quesadillas, lightly grilled.
2. Soy Tenders' Pizza – Mini pizza with soy protein and cheese.
3. Grilled Cheese Sandwiches – Classic sandwiches with melted cheese

WOW INDIA – Bar & Alcohol Menu

Signature Cocktails (Indian Fusion)

- Mango Masala Mule – Vodka, mango purée, lime, ginger beer, dash of chili salt
- Saffron Gin & Tonic – Premium gin, tonic, saffron essence, citrus garnish
- Tamarind Whiskey Sour – Bourbon, tamarind syrup, lemon juice, bitters
- Coconut Rose Martini – Vodka, coconut cream, rose water, cardamom sugar rim
- Chili Mango Margarita – Tequila, mango purée, triple sec, lime, chili salt rim
- Masala Mojito – White rum, mint, lime, soda, hint of cumin & black salt

Classic Cocktails

- Margarita (Classic / Spicy / Mango)
- Cosmopolitan
- Old Fashioned
- Martini (Gin or Vodka)
- Mojito
- Moscow Mule
- Bloody Mary

Beer Selection

On Tap (Rotating Local & Imported):

- Allagash White (Portland, ME)
- Bissell Brothers Substance Ale (Portland, ME)
- Kingfisher (India)
- Bud Light / Michelob Ultra

Bottles & Cans:

- Heineken
- Corona
- Guinness
- Blue Moon
- Local IPA (rotating)

Wine Selection

Red Wines

- Cabernet Sauvignon (California)
- Malbec (Argentina)
- Shiraz (Australia)

White Wines

- Sauvignon Blanc (New Zealand)
- Chardonnay (California)
- Riesling (Germany)

Rosé & Sparkling

- Rosé (France)
- Prosecco (Italy)
- Champagne (on request)

Spirits

Vodka – Tito's, Grey Goose, Absolut

Gin – Bombay Sapphire, Tanqueray, Hendrick's

Rum – Bacardi, Malibu, Captain Morgan

Tequila – Jose Cuervo, Patron Silver, Don Julio

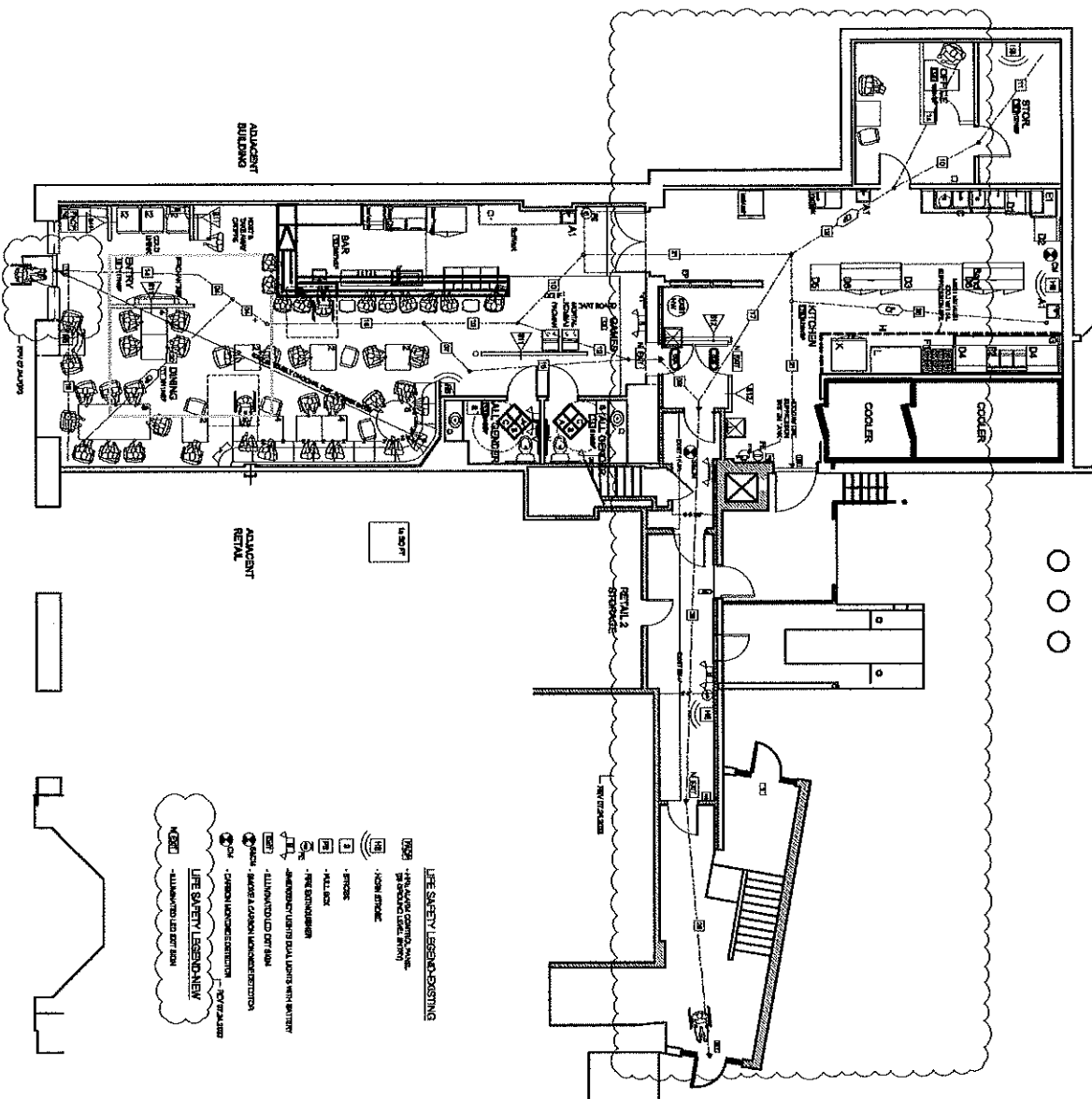
Whiskey/Bourbon – Jameson, Jack Daniel's, Maker's Mark, Woodford Reserve

Scotch – Johnnie Walker Black, Glenfiddich, Macallan 12

Brandy & Cognac – Hennessy VS, Rémy Martin

Non-Alcoholic / Mocktails

- Mango Lassi Mocktail
- Virgin Masala Mojito
- Rose Lemonade
- Tamarind Cooler
- Classic Virgin Pina Colada



10 LIFE SAFETY PLAN
3/6" = 1'-0"

LIFE SAFETY LEGAL DOCKING

- 1. LIFE SAFETY LEGAL DOCKING
- 2. FIRE ALARM
- 3. SMOKE DETECTOR
- 4. SPRINKLER
- 5. HALL LIGHT
- 6. FIRE EXTINGUISHER
- 7. JERKDOWN LIFT DATA LOGS WITH ANTENNA
- 8. ALARMS AND CO DETECTION
- 9. BATTERY BACKUP SYSTEM
- 10. CHARGE MONITORING SYSTEM
- 11. POWER SUPPLY
- 12. LIFE SAFETY LEGAL DOCKING

LIFE SAFETY LEGEND-HOSTING

(NAME TYPE NUMBER)

• **NOON SERVICE**

STOCKS

- FULL PAGE -

- PPTG: EXCITATION/INHIBITION

—SPECIALTY LIGHTS COME WITH BUILT-

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

25. IMPROVE A CASINON MONITORING SYSTEM

• **CARBON MONOXIDE DETECTION**

—MEYER

LIFE SAFETY LEGEND-NEW

- ALL INFORMATION USED NOT SHOWN

1

✓

P

DRAWINGS - DISTRIBUTED 04.18.
03 | REV 07/24/2003

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REVISIONS: 05/23/2023 | REV. 07/24/2023

CONTRACTOR: TSC

1ST FLOOR
LIFE SAFETY PLAN

A11

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 20, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Wow India Fusion Restaurant and Bar LLC, dba Wow India. Application for Class I FSE at 645 Congress Street - Sponsored by Danielle P. West, City Manager

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



October 9, 2025

Wow India Fusion Restaurant and Bar LLC
2 Phelps Street
Kittery, ME 03904

Re: Approval of Wow India Fusion Restaurant and Bar LLC, dba Wow India.
Application for Class I FSE at 645 Congress Street

Dear Approval of Wow India Fusion Restaurant and Bar LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 20, 2025 at 5:00 p.m., for the review of application for Class I FSE at 645 Congress Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



Zachary Lenhart <zlenhart@portlandmaine.gov>

Wow India_Class I_645 Congress

Zachary Finley <zackf@portlandmaine.gov>

Tue, Oct 14, 2025 at 3:34 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Cc: Business Licensing <bl@portlandmaine.gov>

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley

Uniformed Patrol Operations

Portland Police Department



Zachary Lenhart <zlenhart@portlandmaine.gov>

Wow India_Class I_645 Congress

Zoning <zoning@portlandmaine.gov>

Thu, Sep 25, 2025 at 2:30 PM

To: Zoning <zoning@portlandmaine.gov>

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

Good Afternoon,

The legal use for 649 Congress ST (left most unit at 645 Congress ST) is restaurant. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]



Application Copy

File Number: 99279

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-09-23

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

WOW INDIA FUSION
RESTAURANT AND BAR LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

CORPORATE NUMBER

202600709DC

INCORPORATION DATE

2025-07-29

CORRESPONDENCE ADDRESS

2 Phelps ST Kittery ME 03904

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Prakash Jayavelu Singh

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(603) 205-2163

ALTERNATE PHONE

FAX

EMAIL

wowindiainfo@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Prakash Jayavelu Singh			100

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

WOW INDIA FUSION
RESTAURANT AND BAR LLC

OPERATOR

Prakash

PHYSICAL ADDRESS

649 congress street portland ME 04101

MAILING ADDRESS

2 Phelps ST kittery ME 03904

CONTACT NAME

Prakash Jayavelu Singh

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(603) 205-2163

ALTERNATE PHONE

FAX

EMAIL

wowindiainfo@gmail.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

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

Answer "No" if you are a Sole Proprietor.

Yes

202600709DC

2. What is your expected start date?

10/16/2025

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

No

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

No

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

No

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

Yes

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

No

8. Is your license application for Vessel Corporation?

No

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

No

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

No

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

No

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

No

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

No

14 Do you have a manager employed?

Yes

Siva Sankar Lavu 03/28/1997

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

No

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

No

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

No

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

No

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

No

(document uploaded)

20 At which address are your business records located?

649 Congress Street , Portland, ME , 04101

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

11am-11PM

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

1) Nearest School: Howard C. Reiche Community School

Distance: 0.21 miles

Travel Time: Approximately 4 minutes walking

2) Nearest Place of Worship: Christ Church (Trinity Episcopal Church)

Distance: 0.2 miles

Travel Time: Approximately 4 minutes walking

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

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	WOW India Restaurant Menu.docx	
Lease/Rental Agreement	Final Lease Copy WOW INDIA (1).pdf	
Supplemental Ownership Form	102 Supplemental Ownership Form and Affidavit-2.pdf	
Premises Floor Plan	floor plan.pdf	

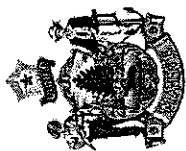
APPLICANT

Prakash Jayavelu Singh

DECLARATION

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

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



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Wow India Restaurant&Bar LLC	2. Date of incorporation/registration: 07/29/2025	3. State of incorporation: Maine
---	--	-------------------------------------

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

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Prakash Jayavelu Singh	11/25/1987	207-451-2014	2 Phelps street, kittery, maine, 03904	Owner	100%

Affidavit

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

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

Affiant Signature

Date

Affiant Printed Name

State of _____, County of _____

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

Signature of Notary Public

Date

Printed Name of Notary Public

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



STATE OF MAINE

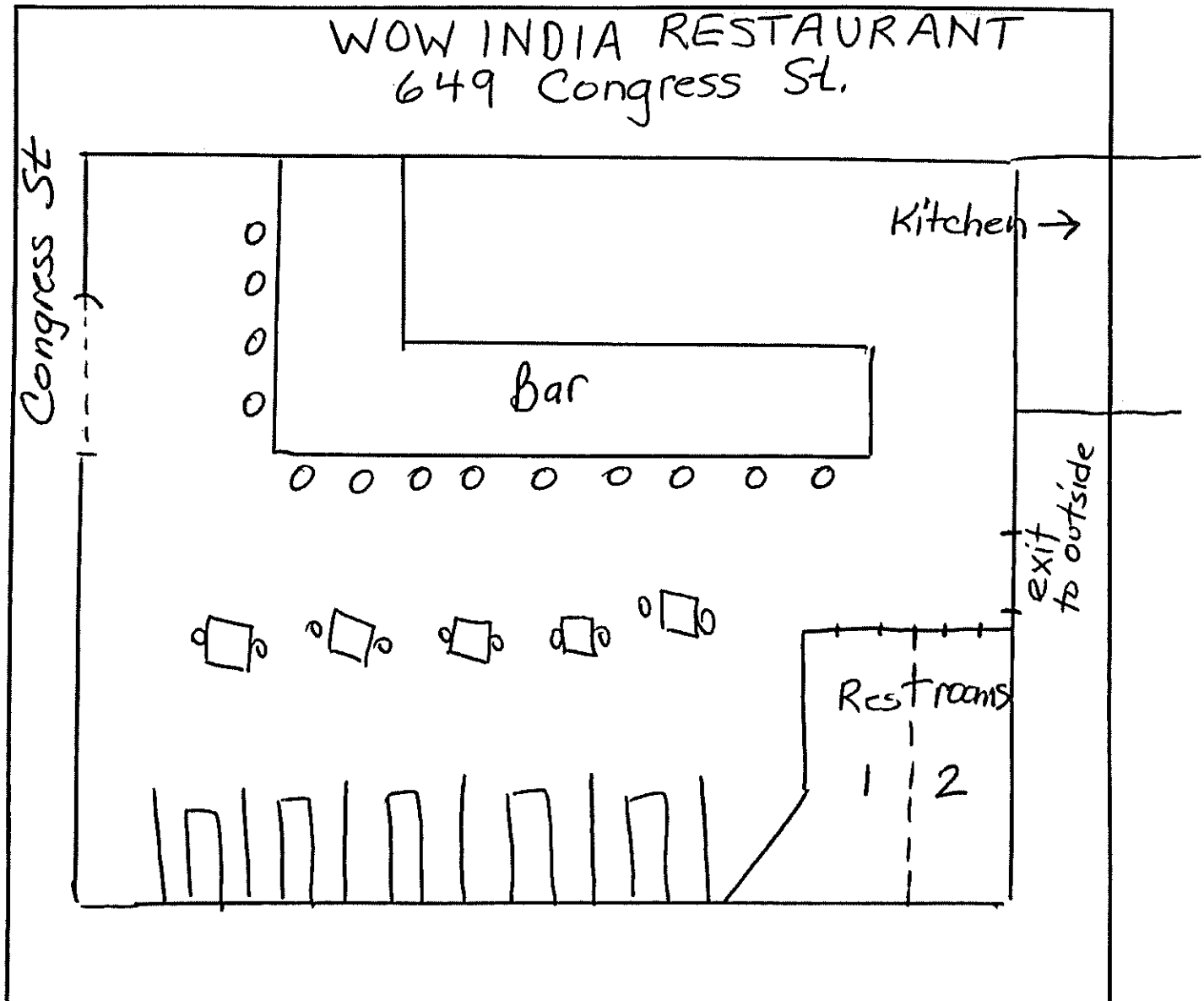
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

10/25

Premises Floor Plan

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

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





MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

KATLYN SAWYER
389 CONGRESS ST
PORTLAND, ME 04101

Transaction Response #: MIQ99G938182

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2025-09-24) :

Inquiries Name(s) PRAKASH J SINGH (1987-11-25)

NO MATCH WAS FOUND FOR YOUR REQUEST.

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Wow India Fusion Restaurant and Bar LLC, dba Wow India. Application for Class I FSE
at 645 Congress Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 6, 2025

SUBJECT: Order 73-25/26 Granting Municipal Officers' Approval of Randall-Macvane Post #142- Legion Lounge, dba American Legion Post #142. Application for Combined Entertainment at 54 Welch Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 9/29/25. This is an existing establishment adding entertainment.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. American Legion Post 142_Council Packet
2. 2025.10.20_American Legion Post 142_Council Order

Prepared by:

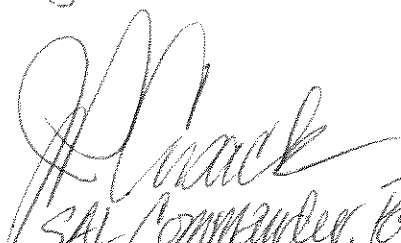
Date: 10/06/2025

City Councilors, Mayor Dionne, City Manager.

I am Jeffrey Cusack, SAL Commander of American Legion Post 142, Peaks Island, ME.

It is our intention to have indoor and outdoor concerts at the Post. The indoor will be ongoing throughout the year, the outdoor will be limited to four outdoor concert/events. No dancing.

We are respectfully requesting that you please approve ~~our~~ application for a combined license and sound mitigation plan


SAL Commander, Post 142
Peaks Island, ME 04108
(207) 671-2792
jefcusack1954@gmail.com



CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

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

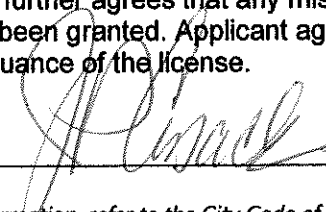
Business Information			
Establishment Name (d/b/a):	American Legion Post 142	Phone:	207-749-6315
Location Address:	54 Welch Street, Peaks Island		Zip: 04108
Owner Name:	Randall Earl MacVane Post/Stephen Kuzirian, Commander	Phone:	207-749-6315
Owner Email:	skuzir1978@gmail.com		
Contact Person responsible for Entertainment:	Jeffrey Cusack/Daniel Cuetara	Phone:	207-671-2792
Contact Person Email:	jefcusack1954@gmail.com		
Manager of Establishment:	Marcy Alves, Bar Manager	Phone:	207-450-0274
Manager Email:	marcyalves@gmail.com		

About Your Establishment

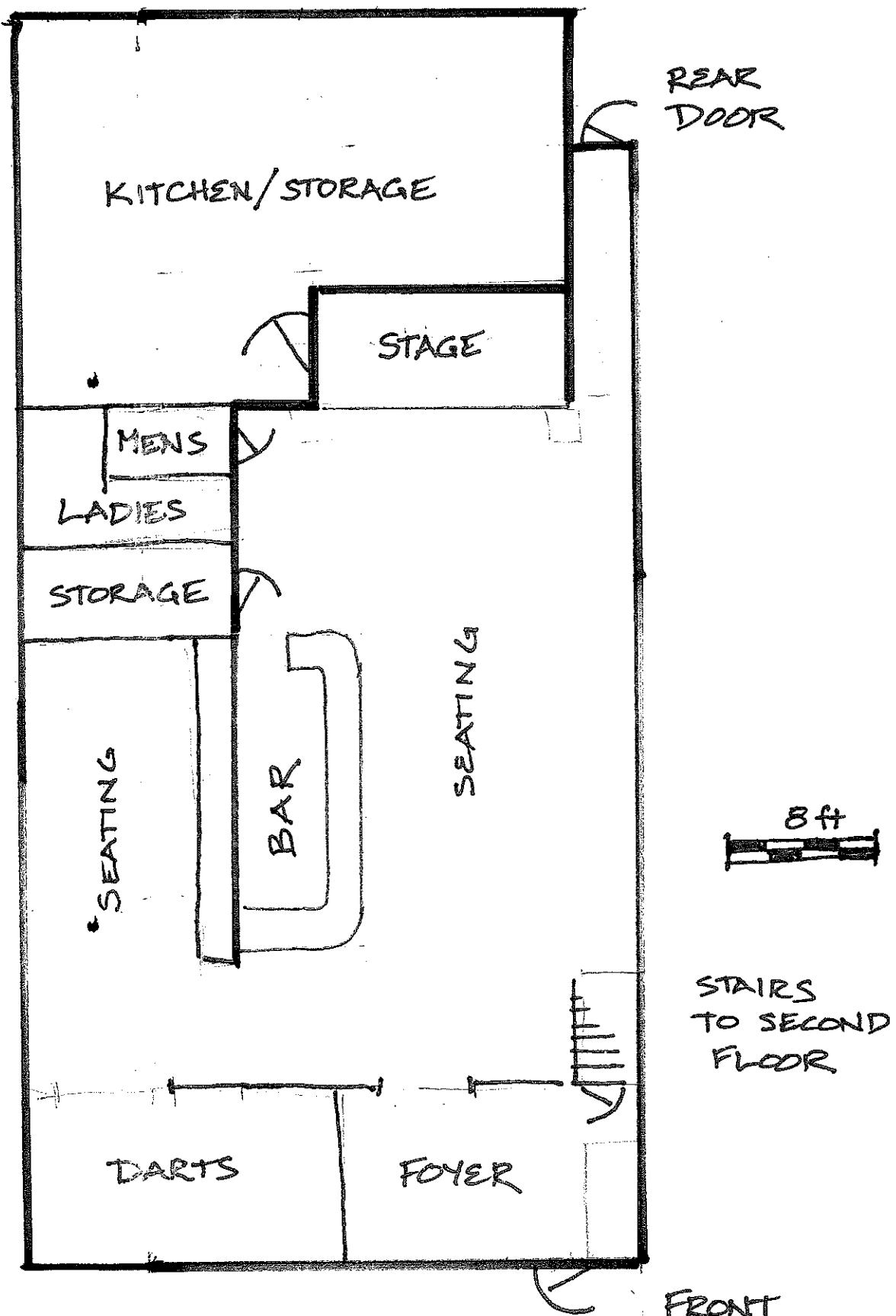
Describe in detail the type and nature of the business and proposed entertainment:

Providing veteran services and services to the Peaks Island community. Entertainment will consist of small acoustic ensembles, small bands in a concert setting. No dancing will be involved.

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

Signature  Title SAL, Commander Date 9/28/2025

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



AMERICAN LEGION POST
142
PEAKS ISLAND, PORTLAND, ME

Sound Mitigation Plan of American Legion Post #142

Sound System

- * 22 Channel Mackie ProFXv3 console
- * 2 JBL EON 712 Powered Speakers
- * 2 JBL ON 10" Powered Monitor Speakers
- * Wall Rack Mounts (Speakers are removable)

Sound Mitigation

- * Speakers will be setup at the far end of the hall from the entrance and mounted above eye level.
- * Sound System will be monitored by staff and a professional sound man
- * A decibel meter (SPL meter) will be used during all shows and measured at 8 feet away from the buildings egress to ensure that the db level does not exceed the 92db required by the City of Portland, Maine.

Professional Sound Engineer (Jeffrey Cusack; jefcusack1954@gmail.com; (207) 671-2792)

- * Has 50 years of professional sound engineering experience
- * Recording Studios, Live Concerts, Small and Large Clubs & Festivals, all located within New York, Connecticut, New Hampshire, Vermont and Maine.
- * Technical Audio Skills: Understands the science of sound and mastering audio equipment, gained through hands-on experience and training with other professional audio engineers.
- * Bachelor & Master Degrees in World Music (Ethnomusicology)

City of Portland

Sound Mitigation Review

Date: 10/1/2025

Business American Legion Post 142

Applicant Jeffrey Cusack / Daniel Cuetara

DESCRIPTION		yes	no
Sound system appropriate for the size venue			Yes
Performance space located in an appropriate location			Yes
Performance space facing in an appropriate direction to control sound			Yes
Surrounding surfaces appropriate to control sound			Yes
Additional sound absorbing features			
additional notes			
Approved			Yes
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



Zachary Lenhart <zlenhart@portlandmaine.gov>

American Legion_Combined Entertainment_54 Welch-Peaks Is

Zachary Finley <zackf@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>
Cc: Business Licensing <bl@portlandmaine.gov>

Tue, Oct 14, 2025 at 3:34 PM

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department



Zachary Lenhart <zlenhart@portlandmaine.gov>

American Legion_Combined Entertainment_54 Welch-Peaks Is

Zoning <zoning@portlandmaine.gov>

Wed, Oct 1, 2025 at 3:22 PM

To: Zoning <zoning@portlandmaine.gov>

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

Good Afternoon,

The legal use for the property is Private Club (place of assembly). Zoning approves.

Thank you,

Mac

--

Mac Coldwell

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

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 20, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Randall-Macvane Post #142- Legion Lounge, dba American Legion Post #142. Application for Combined Entertainment at 54 Welch Street - Sponsored by Danielle P. West, City Manager

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



October 9, 2025

Randall-Macvane Post #142- Legion Lounge
54 Welch Street
Peaks Island, ME 04108

Re: Approval of Randall-Macvane Post #142- Legion Lounge, dba American Legion Post #142. Application for Combined Entertainment at 54 Welch Street

Dear Randall-Macvane Post #142- Legion Lounge:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 20, 2025 at 5:00 p.m., for the review of application for Combined Entertainment at 54 Welch Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

**Randall-Macvane Post #142- Legion Lounge, dba American Legion Post #142. Application
for Combined Entertainment at 54 Welch Street**

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

RESOLUTION AMENDING COUNCIL RULES

BE IT RESOLVED, that the City Council of the City of Portland, Maine, in the City Council assembled, does hereby adopt the Rules and Orders of the City Council, as amended and attached hereto, as the Rules of Procedure of the City Council.

RULES OF PROCEDURE OF THE CITY COUNCIL

As Amended October 20, 2025~~December 5, 2022~~

Rule 1. Regular Meetings and Council Workshop Sessions

- A. The regular meetings of the Council shall be held in the room known as the City Council Chamber or such other room as deemed appropriate in City Hall in one session at 5:00 p.m. on the first and third Mondays of each calendar month. When said Monday is a holiday or an election day, the regular meeting shall be held on the following Wednesday, at the same time and place. The date or the time of any regular meeting may be changed by an order passed at a previous meeting of the Council or by warrant for a special meeting called in lieu of a regular meeting; provided however, that said change in date will still provide for two regular meetings in one month. Unless otherwise changed by an order passed at a preceding meeting or by the calling of a special meeting at a different time or place, for like purposes, the Council shall also regularly meet at 6:00 PM on the first Monday of December of each year for the purpose of the inauguration of Portland City Council, the swearing in of Councilors-elect, filling Council committees, adopting rules and orders, and transacting such other business as it may deem appropriate. The public hearing of any item shall not commence after 10:00 p.m. of the day of said regular meeting unless five (5) members consent to such consideration. The Council deliberation and action on any item shall not commence after 10:00 p.m. of the day of said regular meeting unless five (5) members consent to such consideration.
- B. Regular workshop sessions of the City Council shall be held at 5:00 p.m. every-any Monday that is not a recognized holiday and-or a Monday on which a regular City Council meeting is ~~not~~ already scheduled. With proper notice, additional special workshop sessions of the City Council

may be called by five (5) members of the City Council, the Mayor, or the City Manager, as the case may be, for obtaining legal, administrative or policy guidance or for the presentation of information by the City Manager, the City Clerk or Corporation Counsel or their staff. The City Council shall not take votes in workshop sessions; however, the Council may be polled at the workshop to obtain an unofficial sense of the position of the Council on an issue being discussed at the workshop. To the maximum extent possible, materials for such sessions shall be provided to the City Council at least two (2) business days prior to the scheduled workshop. All such workshop sessions shall be open to the public, in accordance with 1 M.R.S. §400 et seq. ("FOAA").

Rule 2. Quorum; Adjourned Meetings

A majority of the members shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time. At least twenty-four (24) hours' notice of the time and place of holding such adjourned meeting shall be given to all members who are not present at the meeting from which adjournment is taken.

Rule 3. Enactments

The Council shall act only by ordinance, order, or resolve. Final passage of or amendments to any item shall require five (5) affirmative votes except where a greater number is required by Charter or Ordinance. All ordinances, orders, and resolves, except orders and resolves making an appropriation of money, shall be confined to one subject, which shall be clearly expressed in the title. The appropriation order or resolve shall be confined to the subject of appropriations only.

Rule 4. Ordinance; Style

All ordinances passed by the Council shall be termed "amendments to the Portland City Code" and the enacting style

shall be: "Be it ordained by the City Council of the City of Portland, Maine, in City Council assembled."

Rule 5. Order and Resolve; Style

In all votes of command, the form of expression shall be "ordered"; and [in votes](#) of opinions, principles, facts or purposes, the form shall be "resolved".

Rule 6. Readings

The reading of any ordinance, order, or resolve shall be by title of the ordinance, order or resolve only, if no member objects.

Rule 7. Reading on Two Separate Days; Waiver

No ordinance, no appropriation resolve, and no order authorizing the expenditure of \$50,000.00 or more shall be passed until it has been read on two separate days, except when the requirement of reading on two separate days has been dispensed with by a vote of seven (7) of the members.

Rule 8. Yeas and Nays Taken; When

The yeas and nays shall be taken upon the passage of all ordinances and orders authorizing the expenditure of money in the amount of \$50,000.00 or more and entered upon the record of the proceedings of the Council by the Clerk. The yeas and nays shall be taken on the passage of an order or resolve when called for by any member.

Rule 9. Ordinances; Effective When

No ordinance shall take effect until thirty (30) days after its passage by the Council, except in the case of emergency ordinances.

Rule 10. Order, Resolve; Effective When

No order or resolve shall take effect until ten (10) days after its passage, except in the case of emergency orders and resolves.

Rule 11. Emergency Ordinances, Orders and Resolves

The Council may, by vote of seven (7) of its members, pass emergency ordinances, orders, or resolves to take effect at the time indicated therein, but such emergency ordinances, orders or resolves shall contain a section in which the emergency is set forth and defined, provided, however, that the declaration of such emergency by the Council shall be conclusive.

Rule 12. Item for Meetings; Filed When

No ordinance, order, resolve, or other document shall be in order for action at any regular meeting of the Council unless such ordinance, order, resolve, or other document shall appear on the Council Agenda.

Items for the Agenda should to the maximum extent possible be received in the office of the City Manager on or before close of the work day ten (10) days prior to the scheduled Council meeting.

Each item for the Agenda shall be submitted with an electronic agenda request form. The form shall have a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy.

Rule 13. Sponsorship; Proclamations and Orders.

Items listed on the Council agenda ~~shall be sponsored as follows~~are subject to the following:

A. The Mayor shall sponsor any proclamations or resolutions; ~~provided, however, except~~ that any Councilor may request the opportunity to sponsor a proclamation that is not deemed "standing" hereunder; and

B. For purposes of this Section, "standing" proclamations shall include, but not be limited to mean annual holidays, existing anniversaries of prominent events, or proclamations or resolutions that have come before the Council at least two (2) times in the last five (5) years.

C. Any requests for proclamations from the public must be submitted to proclamations@portlandmaine.gov and must ~~meet the following criteria:~~

1. Be made or endorsed by a Portland Resident;
2. Be related to a community benefit, event, individual or organization;
3. Be made in writing or accompanied by a written draft of the proclamation; and
4. Be submitted at least two weeks prior to the requested date of proclamation.

D. Proclamations may not be issued for the following:

1. Commercial Businesses, except for local sports teams and other businesses that demonstrate beneficial community engagement or that enhance the reputation of the City;
2. Specific religious beliefs;
3. Campaigns or events contrary to City policies;
4. Organizations that have no locally-based chapters or a specific connection to Portland;
5. Any matter which may suggest an official City position on a issues under consideration or to be voted on by the City Council; and
6. Any group whose policies or missions advocate violence, hatred, exclusivity, or any other position contrary to the well-being of the residents of Portland.

E. The Mayor may decline any proclamation request that does not comply with the above standards.

F. Only ~~T~~the City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council ~~shall~~may sponsor any orders or other agenda items.

Rule 14. Presiding Officer to Chair Meetings

The Presiding Officer shall take the chair at the time appointed for the meeting, call the members to order, cause the roll to be called, and, if a quorum ~~being~~is present, cause the minutes of the preceding meeting to be read and proceed to business.

Rule 15. Preserve Order Decide All Questions of Order

The Presiding Officer shall preserve decorum and order, may speak to points of order in preference to other members, and shall decide all questions of order subject to an appeal to the Council by motion regularly seconded, and no other business shall be in order until the question on appeal is decided.

Rule 16. Declare Votes; Cause Return of Votes

The Presiding Officer shall declare all votes, but if any member doubts a vote, the Presiding Officer shall cause a return of the members voting in the affirmative and in the negative; without debate.

Rule 17. Debate; Rules of

When a question is under debate, the Presiding Officer shall receive no motion but to adjourn, or for the previous question, or to lay on the table, or to postpone to a date certain, or to refer to a committee or some administrative official, or to amend, or to postpone indefinitely, or to call the question; which several motions shall have precedence in the order in which they stand arranged.

Rule 18. Motion to Adjourn; Lay on Table

The Presiding Officer shall consider a motion to adjourn as always in order except on immediate repetition; and that motion and the motion to lay on the table, or to take from the table, shall be decided without debate.

Rule 19. Reconsideration

When a vote is passed, it shall be in order for any member who voted on the prevailing side to move a reconsideration thereof, at the time, or the next stated meeting, but not afterwards, and when a motion of reconsideration is decided, that vote shall not be reconsidered. No motion to reconsider a vote passed at a previous meeting shall be in order for consideration at the next stated meeting unless an item to that effect is contained in the agenda for such next stated meeting or unless seven (7) of the members consent to such reconsideration.

A citizen petition, or zone change petition, once presented to and finally acted upon by the Council shall not again be received by the Council in the same or substantially the same form for a period of one (1) year next succeeding the Council's final action on the original petition. A member voting on the prevailing side on the original petition, however, shall be privileged to reintroduce such a petition in accordance with the requirements of this rule.

A liquor license or special entertainment permit, or an amendment proposed by the licensee to an existing license or permit that has been denied by the Council shall not be received by the Council in the same or substantially the same form for one (1) year from the date of such action unless a shorter period is required by state law.

All other items, once presented to and finally acted upon by the Council, shall not again be offered or received by the Council in the same or substantially the same form within a given Council year (i.e. December - December).

Rule 20. Failure to Pass for Lack of Required Votes

When an item fails to finally pass for lack of the required five (5), or seven (7) affirmative votes, as applicable, and is not otherwise disposed of, the item shall appear on the Agenda as unfinished business at the next succeeding meeting.

Rule 21. Motion for Previous Question

Upon the motion for the previous question being made and seconded, the Presiding Officer shall put the question in the following form: "Shall the main question be now put?". And all debate upon the main question shall be suspended until the motion for the previous question shall be decided. After the adoption of said motion for the previous question by a majority vote, the sense of the Council shall be forthwith taken upon all pending amendments and then upon the main question. Neither is it susceptible of amendment. All questions of order arising incidentally thereon must be decided without discussion whether appeal be had from the Presiding Officer or not.

Rule 22. Manner of Speaking

A member seeking to speak at a Council meeting shall so indicate to the Presiding Officer. No member shall speak until recognized by the Presiding Officer. ~~When a member is about to speak at a Council meeting, that member shall rise in place, if physically able to do so, to be recognized and may afterward, while either sitting or standing, respectfully address the Presiding Officer.~~ All comments by a member under this Rule shall be confined to the question under debate, and shall avoid personalities.

Rule 23. Length of Statements by Members

During the deliberation on any item and associated amendments, each member shall limit his or her remarks and/or questions, but not including responses to his or her questions, to a total of five (5) minutes. In the event that an item is divided or amended, each member shall be entitled to an additional five (5) minutes of remarks and/or questions. For

purposes of clarity, this shall not apply to Councilor questions posed to staff or others prior to the "public comment" portion of any item.

Rule 24. Not to Interrupt

No member speaking shall be interrupted by another, but by a call to order by the Presiding Officer, a point of order by any member or to correct a mistake.

Rule 25. Breach of Rules and Orders

When any member shall be guilty of a breach of any of the rules or orders of the Council, that member may, on motion, be required to make satisfaction therefor, and shall not be allowed to vote, or speak, except by way of excuse, until the member has done so.

Rule 26. Member Excused From Voting; When

Every member present when a question is put shall vote unless the member is precluded from participation therein because of interest or the appearance of interest or unless the member is otherwise prohibited by law from participation.

(a) Any member abstaining on grounds of interest or the appearance of interest must do so at the commencement of deliberations on the item under discussion and shall not participate in said deliberations or vote on such item.

(b) Any member abstaining as permitted hereunder shall clearly state such intent, the reason for such abstention and the legal or factual basis therefor prior to the commencement of deliberation on such item, and shall leave the meeting room during such deliberation.

Rule 27. Motion to be Reduced to Writing; When

Any motion shall be reduced to writing if the Presiding Officer shall so direct.

Rule 28. Division of a Question

Any member may move that a question be divided.

Rule 29. Motion for Referral

(a) Any member can make a motion for referral of any item to a Committee or administrative official. A motion for referral to a Committee or administrative official, until it is decided, shall preclude all amendments of the main question.

(b) Any member may make a motion to recall an item that was previously referred to a Committee or administrative official upon a vote of a majority of the Council, provided that any motion to recall an item that was referred to a Committee must be co-sponsored by the Committee chair. If an item is recalled, the item shall be placed on the agenda for a regular meeting of the Council at one of the next two regularly scheduled meetings.

Rule 30. Priority of Business

All questions relating to priority of business to be acted upon shall be decided without debate.

Rule 31. Suspension of Rules; Amendment or Repeal

The rules shall not be dispensed with or suspended unless two-thirds ~~as~~ of those present and voting consent thereto; provided, however, that when these rules expressly require a vote larger than said two-thirds such rules shall not be suspended except by an equal or greater vote. No rule of procedure shall be amended or repealed without notice, in writing, being given at the preceding meeting.

Rule 32. Procedure for Addressing Council

Any person wishing to address the Council will be given an opportunity to do so in accordance with the following procedure:

1. No public comment shall be permitted on the following agenda items: informational reports or communications from boards and commissions, staff or other organizations or

entities; and administrative action implementing prior action of the Council where that prior action had permitted public comment.

2. On items other than those set forth in 1. above, public comment shall be permitted only once prior to final Council action. Except as specifically decided by the Council, such public comment shall occur at the advertised public hearing or at the second reading of such item by the Council, where the item requires a second reading on a separate date.

3. Persons wishing to address the Council on an item which appears on the agenda, and upon which public comment is permitted under 1. and 2. above, shall wait until the Clerk announces the consideration of such item, at which time they may address the Council on that particular item. However, once the Council has begun its deliberations on an item, no person shall be permitted to address the Council on such item.

4. Persons wishing to address the Council on an item not appearing on the Council agenda shall only do so at the 5:00 p.m. public comment period reserved on the Council agenda for non-agenda items. Such public comment period shall not extend beyond 5:45 p.m.; provided, however, that upon a vote of a majority of the Council, the public comment period may be reopened at the end of end of the Council's consideration of all other agenda items, excepting adjournment. Notwithstanding the foregoing, the public comment period reserved on the Council agenda for non-agenda items shall not be reopened after 11 p.m.

5. Any person wishing to address the Council shall signify such desire and, when recognized by the Presiding Officer, such person shall give ~~his or her~~their first and last name and ~~city~~ of residence, and/or district, organization or individual represented, if any, designate the subject matter on which they to address the Council, respectfully address only the Presiding Officer, and avoid personalities.

6. When any person or entity is being honored or recognized by the Council, applause shall be permitted. In all

other matters, persons present at Council meetings shall not interrupt, nor applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting.

7. Any and all signs shall not be permitted in the Council Chambers.

8. Persons addressing the Council on an item prior to start of deliberation on such item by the Council shall be permitted to speak only once on an item, and shall limit their remarks on each item to three (3) minutes. From time to time, the Presiding Officer may grant an extension of this three (3) minute requirement. Such persons shall also confine their remarks to the merits of the pending item. No members of the public shall comment on more than three (3) items, excluding any comment provided pursuant to number 4 above, at any Council meeting unless the Rules of the Council are suspended to allow for comment on each such additional item.

9. The Presiding Officer shall limit or cut off any commentary that is not germane or that is abusive or disrespectful. No clapping, cheering, jeering, or booing will be tolerated.

10. Any person who shall continue to violate these rules, after warning by the Presiding Officer, may be ejected for the remainder of the meeting then in progress.

Rule 33. Parliamentary Proceedings

In all cases where the parliamentary proceedings are not determined by the foregoing rules, "Robert's Rules of Order" (Newly Revised, [1211th](#) Edition) shall be taken as authority to decide the course of the proceedings.

A list of debatable and non-debatable motions is hereby incorporated for reference in Appendix A, attached hereto.

Rule 34. Council Committees

At the commencement of the municipal year members shall be appointed to the following standing Committees:

1. Housing & Economic Development Committee;
2. Finance Committee;
3. Health and Human Services and Public Safety Committee;
4. Legislative & Nominating Committee;
5. Sustainability & Transportation Committee; and
6. Ethics Committee.

The Housing & Economic Development, Ethics, and Health & Human Services and Public Safety Committees shall each have four (4) members; 7 and the Finance, Legislative & Nominating, and Sustainability & Transportation Committees shall each have three (3) members of the Council. A majority of the members of the above standing Committees shall constitute a quorum for the transaction of business.

Rule 35. Council Committees; How Chosen

The members of the Council to serve on the above Committees shall be appointed by the Mayor. The Council may override one or more of such appointments by a vote of at least six (6) members.

Rule 36. Council Committees; Public Comment

The public will be given an opportunity to comment on any item under consideration by the below-named standing Council Committees prior to a final Committee action on that item. Any person addressing the Committee on an item shall be permitted to speak only once on an item, shall give ~~his or her~~their first and last name and ~~city~~ of residence, and/or district, organization or individual represented, if any, and shall limit their remarks on each item to three (3) minutes. From time to time, the Presiding Officer of a Committee may extend this period of time

pursuant to Rule 31(8). These requirements for public comment shall apply to the following Committees:

1. Housing & Economic Development Committee;
2. Finance Committee;
3. Health and Human Services and Public Safety Committee;
4. Legislative & Nominating Committee;
5. Sustainability and Transportation Committee; and
6. Ethics Committee.
7. Rules Committee.

Nothing herein shall prevent or prohibit any other Committee from accepting public comment if said Committee determines that it wishes to do so.

Notwithstanding the foregoing, no public comment shall be required on the following items: informational reports or communications from boards and commissions, staff or other organizations or entities; and administrative action implementing prior Committee action where that prior action had permitted public comment.

~~Rule 37. Smoking at Meetings~~

~~No person shall smoke in the Council Chamber or at any public meeting in the Portland City Hall. Any person continuing to smoke after warning by the Presiding Officer shall be ejected for the remainder of the meeting then in progress.~~

Rule 3738. Confidentiality

No Councilor shall intentionally disclose or discuss information known to be confidential to or with any person not otherwise authorized or privileged to receive that information, including representatives of the media. For the purpose of this

rule, "information known to be confidential" includes information in any form that has been designated, to the knowledge of the Councilor, as confidential by an employee or agent of the City of Portland, and that is within one or more of the exceptions to the definition of "public record" in the State's Freedom of Access law.

Confidential information includes statements made by individuals participating in executive sessions and includes any documents prepared specifically for an executive session, unless otherwise designated by the City Council in cases where the Council has the exclusive right to waive confidentiality.

Any Councilor who, following a due process hearing, is found to have violated this rule may be disciplined by reprimand.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 2, 2025

SUBJECT: Order 92-23/24 Waiving the Beano/Bingo License Fee for the Veterans of Foreign Wars Post 6859 - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

If passed, this order would waive 50% of the fee associated with this annual Beano/Bingo license renewal (currently totaling \$104.00, collected annually) for the Veterans of Foreign Wars (VFW) Post 6859, a nonprofit corporation, at 687 Forest Avenue. According to Sec. 15-12.1 of City Code, "The city council may, in its discretion, waive or reduce any fee required of any nonprofit organization where the council determines the purpose of the licensed activity or the funds to be raised by the activity are of direct benefit to the citizens of the city." At the request of the applicant, staff have included a fee waiver for the Council's consideration.

This item was first read on January 3, 2024 and referred to the Housing & Economic Development Committee (HEDC) for consideration. Upon reviewing this item at their meeting on January 23, 2024, the HEDC recommended the Council grant a 50% fee waiver. Due to an administrative error, this item did not immediately return to the Council for consideration; the oversight was recently discovered by staff, resulting in the item's inclusion in tonight's agenda.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given

fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order Waiving the Fee for the Bingo License for the Veterans of Foreign Wars 1.3.2024
2. Ali Amendment 1 re License Fee
3. VFW Post 6859 Letter requesting waiver of fees 2023

Prepared by:

Date: 10/02/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER WAIVING THE BEANO/BINGO LINCENSE FEE FOR THE
VETERANS OF FOREIGN WARS POST 6859**

WHEREAS, the Veterans of Foreign Wars Post 6859 (“VFW”), a nonprofit corporation located at 687 Forest Avenue, supports veterans who have served in the Armed Services of the United States with advocacy and assistance with benefits claims, community outreach programs, and social events, as well as flag retirement and disposal, honor guard, and veteran's ceremony participation; and

WHEREAS, the VFW supports students with scholarships awarded every year at many public high schools; and

WHEREAS, the VFW holds weekly Bingo games beloved by many Maine residents, raising money to support its mission; and

WHEREAS, the City Council finds that the purpose of the VFW’s Bingo games and the funds to be raised by that licensed activity are of direct benefit to the citizens of the city.

NOW, THEREFORE, BE IT ORDERED, that the VFW’s Beano/Bingo license fee totaling \$104 is hereby waived for the 2024 calendar year.

**AMENDMENT TO ORDER 92-23/24
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR PIOUS ALI
RE: FEE WAIVER**

NOW, THEREFORE, BE IT ORDERED, that 50% of the VFW's Beano/Bingo
license fee totaling \$~~52104~~ is hereby waived for the 2024 calendar year.



PORTLAND MAINE VETERANS OF FOREIGN WARS 6859

**687 Forest Ave
Portland, ME 04103**

City of Portland
Licensing Department
389 Congress St #307
Portland, ME 04101

ATTN: Licensing Department

This letter is being sent to 1). Request a bingo/beano city approval letter for the period of FY 2024, specifically on each Monday and 2) Request that the annual fee of \$104.00 be waived pursuant to "City of Portland Licenses and Permits Code of Ordinances Chapter **Sec. 15-12.1. Waiver of fees.** The city council may, in its discretion, waive or reduce any fee required of any nonprofit organization where the council determines that the purpose of the licensed activity or the funds to be raised by the activity are of direct benefit to the citizens of the city."

This is the second year VFW 6859 has offered Bingo to the citizens of Portland. VFW 6859 is a nonprofit charitable organization 501(c)(19) War Veterans Organization. We have an extensive history of supporting charitable organizations (see VFWPortland.org for some of those organizations). Bingo revenue is highly regulated by the State of Maine and all proceeds must support charitable endeavors. VFW members fully staff, coordinate, and manage the weekly bingo events and all individuals that work bingo events at the post are uncompensated volunteers. Further, bingo activities allow citizens of Portland a social setting to spend an evening supporting a charitable organization. Therefore, because the licensed activity has a direct benefit to the citizens of the city it is requested the license fee be waived.

It is requested the city provide a response no later than 15 December 2023 regarding the waiver of fees as the VFW must provide a completed application to the Maine Gambling Commission at least 10 days prior to the Bingo start date. If you require any further information, please contact VFW at the below number.

Thank you,

A handwritten signature in black ink, reading "David A. Bianculli".

David A. Bianculli, Post Commander
Deering Memorial Post 6879
687 Forest Ave., Portland, ME
508-799-5297

City of Portland
Permitting & Inspections
389 Congress St
Portland, ME 04101
207 874-8490
Welcome

020202-0003 Lindsay L 11/28/2023 12:44PM

INVOICE

DEERING MEMORIAL POST VFW, INC
2023 Item: INV-00090963

BL Cashier Beano New 104.00

104.00

Subtotal 104.00
Total 104.00

CHECK 104.00
Check Number 859

Change due 0.00

Paid by: DEERING MEMORIAL POST VFW, INC

Thank you for your payment

CUSTOMER COPY
DUPLICATE RECEIPT

FOR OFFICE USE ONLY

Check # _____

Amount \$ _____



Application to Register Beano/Bingo

MGCU - 5000

****The application (to include the house rules) and registration fee must be received by the Gambling Control Unit at least ten business days prior to the Bingo Occasion****

Beano/Bingo: \$5.00 Special Per Game Registration; \$12 Calendar Week (Monday through Sunday); \$36 Calendar Month; \$400 Calendar Year

Make check payable to Treasurer, State of Maine

Return the completed and signed application to:

**Department of Public Safety
Gambling Control Unit
Central Maine Commerce Center
87 State House Station
45 Commerce Drive, Suite 3
Augusta, Maine 04333-0087
(207) 626-3900 – Office
(207) 287-4356 – Fax**

1. Organization Name: Veterans of Foreign Wars Post 6859

Organization Number (NPO or NCO): 2260 Federal Tax ID # (EIN): 01-0309364

Business Address: 687 Forest Ave

City: Portland State: ME Zip Code 04103

Mailing Address: 687 Forest Ave Phone: 2077738745

City: Portland State: ME Zip Code: 04103

2. Current Officers:

David Bianculli, Commander	2 Fernwood Ln	Cape Elizabeth, 04107	5087995297	6/15/2025
NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES

Tim Halpin, Senior Vice Commander	30 Irving Street	Portland, 04103	2076329355	06/15/2025
NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES

Mike Birmingham, Junior Vice Commander	28 Lawn Ave	Portland, 04103	5712497303	6/15/2025
NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES

Joel Demers, Adjutant	47 Brentland Road	Windham, 04062	2076501411	6/15/2025
NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES

3. Location where Beano/Bingo is to be conducted:

Hall and Storage Room	687 Forest Ave	Portland 04103
BUILDING	ADDRESS	CITY/ZIP

4. Person responsible for conduct of Beano/Bingo:

David Bianculli	5087995297
NAME	DAYTIME PHONE & EVENING PHONE

E-Mail Address: dbianculli01@gmail.com

5. Check the day(s) of the week you will be conducting Beano/Bingo:

Mon ☒

Tue ☐

Wed ☐

Thu ☐

Fri ☐

Sat ☐

Sun ☐

6. What time do the doors open? 4pm What time does the game start? 6pm

7. Dates – Please specify the dates of the Bingo Occasion(s). If more space is needed, please attach a separate sheet of paper with this information on it.

"EVERY Monday

IN 2024"

8. Does the organization own all the equipment used in operating Beano/Bingo? Yes ☒ No ☐

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

9. Has any current officer of the organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes ☐ No ☒

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

10. Does the organization have any delinquent / outstanding Disposition of Funds Reports? Yes ☐ No ☒

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.

11. **Fair Association Only:** Attach a list of the names and home addresses of the persons operating or assisting in the registered activity. Please write your organization name and number on the list.

12. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo will take place unless a separate "Letter of Approval" is attached to this application.

☐ Check here if you have attached a "Letter of Approval." Letters that have an expiration date of greater than five years from the issue date will not be accepted by this office.

Municipal Consent to Register

The undersigned municipal officers of the City/Town of Portland, Maine hereby certify that we consent to the registration by VFW 6859 to operate Beano/Bingo in accordance with the provisions of 17 M.R.S.A. Chapter 13-A and in accordance with the Rules promulgated by the State of Maine, Department of Public Safety, Gambling Control Unit governing the operation of Beano/Bingo.

Name: Zachary Leche

Date: 11/28/23 Title: Lic & Housing Safety Mgr

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

13. The applicant agrees to obey Federal, State of Maine laws, and rules governing Beano/Bingo promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: David A. Bianculli

Print Name: David A. Bianculli Title: Commander

Date: 11/22/2023 Age 18 or older: Yes ☒ No ☐

NOTE: Ensure a Copy of the House Rules for Bingo are attached to the application.



PORTLAND MAINE VETERANS OF FOREIGN WARS 6859
687 Forest Ave
ATTN: Bingo Committee
Portland, ME 04103

BINGO HOUSE RULES

- THERE IS NO CHARGE FOR ADMISSIONS
- NO PRIZES FOR ATTENDANCE
- NO ONE UNDER THE AGE OF 16 WILL BE ALLOWED TO PLAY BINGO
- NO NEW ADMISSION TICKETS WILL BE ISSUED AFTER GAME 6
- ADMISSION TICKETS MUST INDICATE NUMBER OF CARDS PURCHASED, COMPLETE NAME AND ADDRESS
- YOU MAY PLAY ONLY THE CARDS YOU PURCHASED
- BINGO NUMBERS DISPLAYED ARE NOT VALID UNTIL CALLED
- THE HOUSE RESERVES THE RIGHT TO LOWER PAYOUTS BASED ON ATTENDANCE
- GAME MUST BE IN PROGRESS TO CALL BINGO

50/50 DRAW

- 50/50 SALES TO BEGIN 1 HOUR PRIOR TO FIRST BINGO GAME AND WILL BE DRAWN PRIOR TO THE FIRST GAME
- MUST BE 18 TO PLAY

PULL TABS

- MUST BE 18 TO PLAY

This division shall not apply to events held: (a) in a class in which instruction in music is given for hire; (b) school-sponsored events under supervision of school authorities; (c) City-sponsored events under the supervision of City authorities.

(Ord. No. 34-95, 7-5-95; Ord. No. 285-19/20, 7-15-2019)

Sec. 4-60. Severability.

The provisions of section 1-14 of this Code shall apply to this division.

(Ord. No. 34-95, 7-5-95)

***Editor's Note**-Pursuant to Council Order No. 63, 06/07 passed 10-16-06, the moratorium issued for late-night entertainment expired on November 20, 2006.

Sec. 4-61. Reserved.
Sec. 4-62. Reserved.
Sec. 4-63. Reserved.
Sec. 4-64. Reserved.
Sec. 4-65. Reserved.
Sec. 4-66. Reserved.
Sec. 4-67. Reserved.
Sec. 4-68. Reserved.
Sec. 4-69. Reserved.
Sec. 4-70. Reserved.

ARTICLE IV. GAMING*

***State law reference(s)**--Beano or Bingo, 17 M.R.S.A. § 301 et seq.

DIVISION 1. GENERALLY

Sec. 4-71. Legislative findings and purpose.

It is the sense of the city council, having the power to consent to the operation or conduct of any beano or game of chance within the city, that such consent should be conditioned and exercised in accordance with the standards set forth in chapter 15, as modified by this article.

(Code 1968, § 909.1; Ord. No. 231-80, 12-22-80)

Sec. 4-72. Definitions.

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

Beano shall mean and include bingo, any other form of lotto, or any other activity defined as being bingo or beano by the applicable licensing provision of the state for which the consent of the city council is required.

Game of chance shall mean and include any game, contest, scheme, or device other than beano where a person stakes or risks something of value and in which the outcome depends in a material degree upon an element of chance, notwithstanding that skill of the contestant or participant may be a factor therein, or any game of chance, machine, raffle, or otherwise, defined and licensed as such by the applicable licensing provision of the state for which the consent of the city council is required.
(Code 1968, § 909.2; Ord. No. 231.80, 12-22-80)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 4-73. Reserved.
Sec. 4-74. Reserved.
Sec. 4-75. Reserved.
Sec. 4-76. Reserved.
Sec. 4-77. Reserved.
Sec. 4-78. Reserved.
Sec. 4-79. Reserved.
Sec. 4-80. Reserved.

DIVISION 2. LICENSE*

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

Sec. 4-81. Applications and fees.

Applications for a state license to conduct beano or a game of chance shall be deemed sufficient applications for the purpose of chapter 15 if accompanied by the fees prescribed therein. Upon compliance with this article and chapter 15, the Permitting and Inspections Department shall signify the consent of the city council to such application.

(Code 1968, § 909.3; Ord. No. 231-80, 12-22-80; Ord. No. 165-15/16, 3-7-2016; Ord. No. 18-17/18, 8-21-2017)

Sec. 4-82. General provisions to apply.

Except to the extent that this division contains a contrary provision, all provisions of chapter 15 shall be additional to the provisions of this division.

(Code 1968, § 909.4; Ord. No. 231-80, 12-22-80)

ARTICLE V. NUDITY IN LICENSED BUSINESSES

DIVISION 1. GENERALLY

Sec. 4-83. Purpose.

The purpose of this article is to regulate nudity as a form of commercial activity. It has been enacted for purposes of promoting and protecting the general welfare, public safety and public order of the city and its citizens. It is not intended to suppress or inhibit free exchange of ideas or artistic expression.

(Ord. No. 176-92, 3-16-92; Ord. No. 217-95, 4-3-95)

Sec. 4-84. Definitions.

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

Dancer shall mean a person under a licensee's control and dancing on the licensee's premises to entertain patrons, including patrons performing in a licensee-sponsored event.

Nude shall mean:

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: October 7, 2025

SUBJECT: Order 63-25/26 Accepting and Appropriating \$2,000,000 in United States Environmental Protection Agency Funding to the City's Brownfields Revolving Loan Fund - Sponsored by Danielle P. West

SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 10/6/2025

Final
Action 10/20/2025

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

Does this item involve a new contract with the City: No. This is a supplemental funding action to an existing funding agreement from USEPA (award number 4B00A00903), which was initially funded in FY22 with \$3 million, bringing the total award amount to \$5 million.

PRESENTATION: Greg Watson will be available to answer any questions or provide clarification if needed.

I. SUMMARY

This funding is used to remediate contaminated properties of for-profit and non-profit property owners in the City of Portland.

II. AGENDA DESCRIPTION

This item would accept and appropriate an additional \$2,000,000 in Brownfield cleanup funding from the USEPA to recapitalize Portland's Brownfields Revolving Loan Fund (RLF). This funding is used to remediate contaminated properties of for-profit and non-profit property owners in the City of Portland.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

On October 3, 2022, City Council accepted and appropriated a \$3,000,000 grant from the EPA for a new Brownfields remediation grant, award number 4B00A00903. That funding has been fully utilized, providing cleanup loans and grants for remediating contamination at Portland Housing Authority's Front Street site, as well as at the site of the Avesta development at 89 Elm Street.

The City of Portland submitted a Brownfield Grant application to the EPA in the Spring of 2025, seeking \$4,000,000 in additional Brownfields Supplemental Funding to recapitalize the City's Brownfields RLF. The City received official notice from the EPA in August of 2025 that it would receive \$2,000,000.

Since the original Brownfields RLF grant was awarded to the City in 2016, Portland has applied for and received nearly \$8 million in Brownfields cleanup funding. The Portland Development Corporation (PDC) Board then approves loan and grant funds for various brownfield sites in Portland. Projects approved by the PDC Board include: Children's Odyssey School redevelopment of the former Reed School, Children's Museum

& Theatre of Maine, Thompson's Point Redevelopment, Boyd Street Housing/PHA, Front Street Housing/PHA.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is that more Portland projects that need Brownfields cleanup funds for property redevelopment will be able to apply for assistance via loans to for-profits and loans and grants to non-profits.

V. FINANCIAL IMPACT

There will be no direct financial impact on the City. An indirect and positive financial impact will be contaminated sites being remediated, redeveloped, and put back on the tax rolls, providing increased revenue and new jobs in the City.

VI. STAFF ANALYSIS AND BACKGROUND

There are many brownfields sites throughout the Portland Peninsula and elsewhere in the City. The benefit to having available Brownfields RLF cleanup funds is to help mitigate the additional cost of redeveloping contaminated sites. Remediated sites enable infill development, yielding redevelopment and new revenue for the City, as well as jobs.

VII. RECOMMENDATION

The Housing and Economic Development Department Director and staff recommend that the City Council approve and appropriate the \$2,000,000 supplemental funding award from USEPA to recapitalize the City's Brownfields Revolving Loan Fund administered by the PDC Board.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating 2M in USEPA Funding for Brownfields
2. 8-18-2025 Formal Notice of Award and Backup

Prepared by:

Greg Watson, Director

Date: 10/07/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER ACCEPTING AND APPROPRIATING \$2,000,000 IN UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY FUNDING TO THE CITY'S
BROWNFIELDS REVOLVING LOAN FUND**

ORDERED, that a United States Environmental Protection Agency Brownfield Grant in the amount of up to \$2,000,000 is hereby accepted and appropriated for use in the City's Brownfields Loan Program; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of this order.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00A00903 MODIFICATION NUMBER: 1 PROGRAM CODE: 4B		DATE OF AWARD 08/18/2025
		TYPE OF ACTION: Augmentation: Increase		MAILING DATE 08/21/2025
		PAYMENT METHOD: ASAP		ACH# 10061
		RECIPIENT TYPE: Municipal		
RECIPIENT: CITY OF PORTLAND 389 CONGRESS STREET Room 110 PORTLAND, ME 04101-3509 EIN: 01-6000032		PAYEE: City of Portland 389 Congress Street Portland, ME 04101		
PROJECT MANAGER Nancy Martin 389 Congress Street Portland, ME 04101 Email: NMartin@portlandmaine.gov Phone: 207-756-8019		EPA PROJECT OFFICER James Byrne 5 Post Office Square Boston, MA 02109 Email: Byrne.James@epa.gov Phone: 617-918-1389		EPA GRANT SPECIALIST Julie Ross Grants Management Branch Email: Ross.Julie@epa.gov Phone: 617-918-1317
PROJECT TITLE AND EXPLANATION OF CHANGES City of Portland's RLF Program Amendment #1 approves a Supplemental Increase in Federal Funds in the amount of \$2,000,000. Total Budget/Project Period Cost is now \$5,000,000. Administrative and Programmatic Terms and Conditions have been updated. All other Terms and Conditions remain unchanged, and in full force and effect.				
BUDGET PERIOD 10/01/2022 - 09/30/2027	PROJECT PERIOD 10/01/2022 - 09/30/2027	TOTAL BUDGET PERIOD COST \$ 5,000,000.00	TOTAL PROJECT PERIOD COST \$ 5,000,000.00	
NOTICE OF AWARD Based on your Application dated 07/17/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 2,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 5,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Arthur Johnson - Director of MSD				DATE 08/18/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 3,000,000	\$ 2,000,000	\$ 5,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 3,000,000	\$ 2,000,000	\$ 5,000,000

Assistance Program	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(3) & 104(k)(5)(E) & 104(k)(10)(B)(iii) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	25010CG038	25	E4SD	0120AG7	000D79X89	4114	-	-	\$ 2,000,000
									\$ 2,000,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 8,000
4. Equipment	\$ 0
5. Supplies	\$ 2,000
6. Contractual	\$ 185,000
7. Construction	\$ 0
8. Other	\$ 4,805,000
9. Total Direct Charges	\$ 5,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 5,000,000
12. Total Approved Assistance Amount	\$ 5,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 2,000,000
15. Total EPA Amount Awarded To Date	\$ 5,000,000

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Project Officer on Page 1 of Award Document
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grants Specialist and Project Officer on Page 1 of Award Document
- Payment requests (if applicable): Grants Specialist and Project Officer on Page 1 of Award Document
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer on Page 1 of Award Document AND R1QAPPs@epa.gov

Programmatic Conditions

FY25 Brownfields Revolving Loan Fund (RLF) Cooperative Agreement

Infrastructure Investment and Jobs Act Funds

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields RLF capitalization cooperative agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) and the Infrastructure Investment and Jobs Act (IIJA), as well as, agreements that transitioned to § 104(k), or agreements which have been amended after 12/24/14.

I. GENERAL FEDERAL REQUIREMENTS

Note: For the purposes of complying with certain provisions of the Uniform Grants Guidance (UGG), 2 CFR Part 200, loans made by RLF recipients are *Subawards* as that term is defined at 2 CFR § 200.1. The term subaward also encompasses “grants” made by the RLF recipient under CERCLA § 104(k)(3)(B)(ii). The UGG requirements for subawards in the form of loans and subawards in the form of grants are different. For clarity, these T&Cs refer to “loans” to describe subawards that generate program income from repayments of principal, interest charges, and loan processing fees paid by “borrowers.” The T&Cs refer to “subgrants” to describe subawards the RLF recipient provides to an eligible entity or nonprofit organization (“subgrantees”) under terms that do not require repayment.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR). These T&Cs are effective for activities occurring after the date of amendment of this cooperative agreement.

2. In implementing this agreement, the CAR shall comply with and require that work done by borrowers and subgrantees with cooperative agreement funds complies with CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable Federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

3. The CAR must consider whether it is required to have borrowers or subgrantees conduct cleanups through a State or Tribal response program. If the CAR chooses not to require borrowers and subgrantees to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer on each loan or subgrant to ensure the proposed cleanup is protective of human health and the environment.

If the State or Tribe does not have a promulgated response program that is applicable to the planned brownfield activity, then the CAR is required to consult with the EPA Project Officer to ensure the protectiveness of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all loan and subgrant agreements entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that the CAR complies with all applicable Federal and state laws and requirements. In addition to CERCLA § 104(k), applicable Federal laws and requirements include 2 CFR Part 200.

5. The CAR must comply with Federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33 (as applicable); OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973, 29 USC §§ 793 and 794; 40 CFR Part 7, Subpart C. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

6. The CAR must comply with Davis-Bacon Related Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with the Davis-Bacon Related Act, please see the [Contract Provisions for Davis-Bacon and Related Acts](#) and the Brownfields Davis-Bacon terms and conditions.

7. For funding added after May 14, 2022, refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA; also known as Bipartisan Infrastructure Law or BIL) (P.L. 117-58, §§70911-70917). An adjustment period waiver may apply to funding awarded between May 14, 2022 and February 28, 2023.

8. The recipient agrees to have financial management and programmatic management systems in place to:

- a. Track and report on expenditures of IIJA funds.
- b. Track and report outputs and outcomes achieved with IIJA funds.

9. RLF supplemental funding is generally awarded on an annual basis to high-performing CARs who meet specific criteria. The CAR can find additional information on the timing and procedures for supplemental funding requests on the EPA Brownfields Program website (<https://www.epa.gov/brownfields/brownfields-revolving-loan-fund-rlf-grants>).

II. SITE/BORROWER/SUBGRANTEE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using RLF funds must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Brownfield Site Eligibility

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA and whether the CAR is a potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, or has a defense to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield site but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for cleaning up sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is “no viable responsible party” for the site;

- ii. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and

- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing, investigating, or cleaning up the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations.

B. Borrower and Subgrantee Eligibility

1. The CAR may provide loans to an eligible entity, a site owner, a site developer, or another person without regard to whether the borrower is a for-profit organization. Borrowers do not have to own the property throughout the term of the loan unless ownership is required for the purpose of securing collateral or the CAR otherwise determines that borrower site ownership is necessary.

2. The CAR may only provide cleanup subgrants to an eligible entity or nonprofit organization to clean up sites owned by the eligible entity or nonprofit organization at the time of the award of the subgrant. Eligible subgrantees include eligible entities as defined under CERCLA § 104(k)(1), which includes nonprofit organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and other nonprofit organizations as defined at 2 CFR § 200.1. Nonprofit institutions of higher education as defined at 2 CFR § 200.1 are also eligible for cleanup subgrants. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that do not engage in lobbying activities with the Federal government as defined in Section 3 of the Lobbying Disclosure Act of 1995 are eligible for loans and subgrants. Nonprofit organizations with 501(c)(4) tax exemption status that lobby the Federal government are not eligible for loans and subgrants.

3. The subgrantee must retain ownership of the site throughout the period of performance of the subgrant. The subgrantee must consult with the CAR, who in turn must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site during the period of performance of the subgrant. Once the subgrant ends, the statutory ownership requirement is extinguished. For the purposes of this agreement, the term “owns” means fee simple title unless the EPA Project Officer approves a different ownership arrangement.

4. The CAR shall not provide a subgrant to itself or another component of its own unit of government or organization.

5. The CAR may discount loans, also referred to as the practice of forgiving a portion of loan principal. For an individual loan, the amount of principal discounted may be any percentage of the total loan amount up to 50%, provided that the total amount of the principal forgiven for that loan shall not exceed \$500,000 of the CAR's total award amount (EPA funds + cost share, if applicable – see Section IV.A.1. and IV.B.3.). Eligible entities and nonprofit organizations described in Section II.B.1. are eligible for discounted loans. **Private, for-profit entities are not eligible for discounted loans.** In addition to these terms, a discounted loan shall not be used in combination with a subgrant at the same site. The discounted amount in a discounted loan shall apply towards non-loan costs in the 50/50 split rule described in [Section IV.B.4.](#) (i.e., the discounted amount cannot apply towards the 50% of EPA funds + cost share, if applicable – see Section IV.A.1., that must be spent on loans and associated eligible programmatic expenses). The CAR may request a waiver of the discounted amount, discounted percentage, or the minimum 50/50 split by consulting with the EPA Project Officer for information about the waiver process. In general, a loan may not be discounted after it has already been executed. Any post-execution discounting has to be approved by the EPA Project Officer.

6. The CAR shall not loan or subgrant funds that will be used to pay for cleanup activities at a site for which a borrower or subgrantee is potentially liable under CERCLA § 107. In addition, the borrower or subgrantee may not be affiliated with a potentially liable person as described in CERCLA §§ 101(40) and 107(q)(1)(A)(ii). The CAR may rely on its own investigation which can include an opinion from the borrower's or subgrantee's counsel. However, the CAR must advise the borrower or subgrantee that the investigation and/or opinion of its subgrantee counsel is not binding on the Federal Government.

7. For approved eligible petroleum-contaminated brownfield sites, the borrower or subgrantee cleaning up the site must not be potentially liable for cleaning up the site. For brownfield grant purposes, an entity generally will not be considered potentially liable for petroleum contamination if it has not dispensed or disposed of petroleum or petroleumproduct at the site, has not exacerbated the contamination at the site, and has taken reasonable steps with regard to the contamination at the site.

8. The CAR shall maintain sufficient documentation supporting and demonstrating the eligibility of the sites, borrowers, and subgrantees.

9. A borrower or subgrantee must submit information regarding its overall environmental compliance history including any penalties resulting from environmental non-compliance at the site subject to the loan or subgrant. The CAR, in consultation with EPA, must consider this history in its analysis of the borrower or subgrantee as a cleanup and business risk.

10. An entity that is currently suspended, debarred, or otherwise declared ineligible cannot be a borrower or subgrantee. Refer to EPA's General Term and Condition "Suspension and Debarment" for additional information on this requirement.

C. Obligations for CARs, Borrowers, or Subgrantees

1. CARs, borrowers, or subgrantees who are eligible, or seek to become eligible, to receive a loan or subgrant must provide information indicating that cooperative agreement funds will not be used to pay for a response cost at a site for which the CAR, borrower, or subgrantee is potentially liable under CERCLA § 107. The CAR, borrower, or subgrantee must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR, borrower, or subgrantee to maintain its eligible status. If the CAR, borrower, or subgrantee fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing "all appropriate inquiries" into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the site through: any direct or indirect familial relationship, any contractual, corporate, or financial relationship, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR, borrower, or subgrantee must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

- c. Demonstrating that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).
- d. Taking "reasonable steps" with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.
- e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.
- f. Providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.

- g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).
- h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR's, borrower's, and subgrantee's continuing obligations under this agreement, the CAR, borrower, and subgrantee are subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

CARs, borrowers, and subgrantees that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing the cooperative agreement 2 years from the date of award and on an annual basis thereafter. If EPA determines that the CAR has not made sufficient progress in implementing the cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 either for material non-compliance with its terms or with the consent of the CAR, depending on the circumstances. Sufficient progress at 2 years and annually thereafter is indicated by the CAR having made a loan(s) and/or grant(s), but may also be demonstrated by a combination of all the following: hiring of all key personnel, the establishment and advertisement of the RLF, the development of one or more potential loans/subgrants, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

2. Partial termination can occur if a CAR fails to complete the initial round of lending in the time schedule provided in the cooperative agreement. In this situation, as provided at 2 CFR § 200.340(a), the agreement may be partially terminated and the following actions may occur:

- a. Unused cooperative agreement funds will be deobligated by EPA;

- b. The cooperative agreement award may be amended to reflect the reduced amount of the cooperative agreement;
- c. EPA may determine whether sufficient funds remain to permit effective RLF operation; or
- d. EPA may terminate the agreement and recover the Federal share of its assets if it determines that the purpose of the cooperative agreement cannot be met.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:
 - a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
 - b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
 - c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
 - d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.), including when the CAR awards a subaward. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to clean up a site for which the subrecipient is potentially liable under CERCLA § 107.)
 - e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.
 - f. Monitoring the use of program income after the cooperative agreement project period ends.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- g. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
 - ii. Advice from EPA staff on how to access publicly available information on EPA or other Federal agency websites.
 - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)
 - iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.
- h. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.
 - i. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards (i.e., both subgrants and loans) as appropriate and discussing compliance with 50/50 split rule. If applicable, the EPA Project Officer may review the substantive terms of intra-governmental loans. The EPA Project Officer may review requests for proposals, invitations for bids, scopes of work, and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.
 - j. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)
 - k. Reviewing information in performance reports to ensure all costs incurred by the CAR, borrower, subgrantee, and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – f. in Section III.B.1. in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
- b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable Federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e.,

sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

If the CAR has another open RLF cooperative agreement that was awarded in FY23 or later, criteria for selecting additional sites should consider the prioritization criteria identified in the FY23 or later application, FY23 or later RLF Supplemental Funding request, the workplan, or developed during implementation of the workplan. Note, subgrant criteria developed during the implementation of the workplan should lead to the CAR addressing sites in areas with similar characteristics to the areas discussed in the FY23 or later application or FY23 or later Supplemental Funding request.

2. CARs, other than state or Tribal entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the competitive procurement standards in 2 CFR Part 200 (including the requirements for full and open competition). Additionally, all CARs (including State and Tribal entities), regardless of the contract amount, must comply with EPA's regulations at 40 CFR Part 33 as applicable. For additional information on these requirements, see <https://www.epa.gov/grants/rain-2025-g02> and the "Utilization of Disadvantaged Business Enterprises" General Term and Condition of this agreement. These requirements also apply to procurement processes that were completed before the award of this cooperative agreement, to include if the CAR intends to submit payment requests for pre-award costs. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to provide oversight on site cleanup activities vs. community engagement) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

3. The CAR is responsible for establishing an RLF team that will implement the program and assign a Program Manager for coordinating the team's activities as outlined below.

4. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff, to provide technical assistance, advice, and expertise to the CAR while the borrower or subgrantee and their cleanup contractor direct the cleanup at a given site.

5. The CAR shall act as or appoint a qualified "fund manager" to carry out responsibilities that relate to financial management of the loan and/or subgrant program. However, the CAR remains accountable to EPA for the proper expenditure of cooperative agreement funds. Any funding arrangements between the CAR and the fund manager must be consistent with 2 CFR Parts 200 and 1500 and [EPA's Subaward Policy](#). Additional information is available in EPA's [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#).

6. The CAR shall appoint appropriate legal counsel if counsel is not already available. Counsel must review all loan/subgrant agreements prior to execution unless the EPA Project Officer waives this requirement.

7. The CAR is responsible for ensuring that borrowers and subgrantees comply with the terms of their agreements with the CAR, and that agreements between the CAR and borrowers and subgrantees are consistent with the terms and conditions of this agreement.

8. When the CAR makes loans and subgrants under this agreement, they become a pass-through entity for the purposes of the subrecipient oversight and management requirements of [2 CFR §§ 200.331 through 200.332](#). Requirements for oversight and management of subgrantees are supplemented in EPA's National Term and Condition for Subawards "Establishing and Managing Subawards" which is included in the General Terms and Conditions of this Cooperative Agreement.

9. The following requirements apply when a pass-through entity (CAR) makes loans. These requirements apply to loans and borrowers in lieu of those specified in EPA's "Establishing and Managing Subawards" National Term and Condition for Subawards.
 - a. Pass-through entities must establish and follow a system that ensures all loan agreements are in writing and contain all of the elements required by [2 CFR § 200.332\(b\)](#) with the exception of the indirect cost provision of 2 CFR § 200.332(b)(4), the applicability of the Procurement Standards in 2 CFR Part 200, and the "Consultant Fee Cap" described in 2 CFR 1500.10. EPA has developed an optional template for subaward agreements that is available in [Appendix D of EPA's Subaward Policy](#) which may also be used for loan agreements.

 - b. Borrowers must comply with the internal control requirements specified at [2 CFR § 200.303](#) and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The pass-through entity (CAR) must include a condition in all loans that requires borrowers to comply with this requirement. No other provisions of the Uniform Grants Guidance, including the Procurement Standards, apply directly to borrowers.

c. Prior to making loans or subgrants, the pass-through entity (CAR) must ensure that each borrower or subgrantee has a “unique entity identifier.” This identifier is required for registering in the [System for Award Management](#) (SAM) and by [2 CFR Part 25](#) and [2 CFR § 200.332\(b\)\(1\)](#), but based on [2 CFR § 25.300](#), borrowers and subgrantees do not have to register in SAM. The unique entity identifier (UEI) is generated when an entity registers in SAM. Information on registering in SAM and obtaining a UEI is available in the General Condition of the pass-through entity's (CAR's) agreement with EPA entitled “*System for Award Management and Universal Identifier Requirements*.”

d. The pass-through entity (CAR) must ensure that the terms of all loan agreements and subgrants require that borrowers and subgrantees comply with [2 CFR Part 170, Reporting Subaward and Executive Compensation](#) under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition of the pass-through entity's (CAR's) agreement with EPA entitled “*Reporting Subawards and Executive Compensation*.”

e. In addition to other prudent lending practices described, in [Section VI](#), below, pass-through entities (CARs) must comply with EPA's General T&Cs (Establishing and Managing Subawards).

10. As the pass-through entity, the CAR must report to EPA on its borrower and subgrantee monitoring activities under [2 CFR § 200.332\(e\)](#), including the following information as part of the CAR's quarterly performance reporting:

- a. Summaries of results of reviews of financial and programmatic reports;
- b. Summaries of findings from site visits and/or desk reviews to ensure effective borrower or subgrantee performance;
- c. Environmental results the borrower or subgrantee achieved;
- d. Summaries of audit findings and related pass-through entity management decisions, if any; and
- e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.332\(d\)](#), [\(f\)](#), [and \(i\)](#); [2 CFR § 200.208, Specific conditions](#); and the [2 CFR § 200.339, Remedies for Noncompliance](#).

11. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal Law cybersecurity requirements.

- a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a

dedicated persistent interface between an Agency Information Technology (IT) system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will

require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

12. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with the regulations at 2 CFR Parts 200 and 1500 (specifically, 2 CFR § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The EPA Project Officer will notify the CAR when use of the Quarterly Reporting tool within ACRES is required. Once the EPA Project Officer notifies the CAR of required use, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results, and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key personnel (including employees and contractors) that are identified by name or position in the workplan. Prior approval means the written approval obtained in advance of a recipient taking an action by an

authorized official of a Federal agency or pass-through entity of certain costs or programmatic decisions.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Revolving Loan Fund Quarterly Report function. Quarterly performance reports must include:

a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield RLF cooperative agreement, including the required cost share, if applicable – see Section IV.A.1., and related activities completed with other sources of leveraged funding.

b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.

c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.

e. A list of the loans and/or subgrants during the reporting quarter.

f. The amount of the cooperative agreement's total award amount (EPA funds + cost share, if applicable – see Section IV.A.1.) that has been committed thus far on loan costs and non-loan costs, respectively, and whether the cooperative agreement is expected to meet the 50/50 split by the end of the cooperative agreement project period for the cooperative agreement's current total award amount.

g. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); cost share contributions, if applicable – see Section IV.A.1.; program income generated and used (e.g., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the “other” budget object class category (e.g., subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. Program income accounting records must differentiate program income generated from interest and fees, versus program income generated from principal repayments. If significant developments occur that negatively impact the Federal Award, the CAR shall include information on their plan for corrective action and any assistance needed to resolve the situation. The CAR shall include a statement on funding transfers^[1] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of

performance.

Note: ACRES reporting requirements may change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements specific to Brownfields RLF change.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see [Section III.E.](#) below).

3. For the loans executed by the CAR under this agreement, the CAR must also report on the following items as part of the CAR's quarterly performance reporting:

a. Summaries of results of reviews of borrower financial and programmatic reports.

b. Environmental results achieved by the borrower.

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds (direct EPA funding, cost share, if applicable – see Section IV.A.1., and program income) disbursed by the CAR to clean up specific properties under this cooperative agreement.

5. In accordance with 2 CFR § 200.329(e), the CAR agrees to inform the EPA Project Officer as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. ACRES Data Submission

1. Property Profile Form: The CAR must report on interim progress (e.g., loan signed, clean up started) and any final accomplishments (e.g., clean up completed, contaminants removed, institutional controls required, engineering controls required, leveraged dollars and/or jobs) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

2. Brownfields RLF Form: Additionally, the CAR must also report program income details quarterly on the Brownfields RLF Form, which is located on the CAR's RLF cooperative agreement homepage in ACRES.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with the regulations at 2 CFR Parts 200 and 1500 (specifically, § 200.329 *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email, unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period. In addition, when applicable, the CAR must include required documentation associated with an EPA-approved waiver for not meeting the minimum 50/50 split by the end of the cooperative agreement's project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. As provided in IIJA, no cost share is required for this agreement. However, the CAR may have an open non-IIJA funded RLF cooperative agreement where cost share is required as part of its overall RLF program. Therefore, any references to cost share in these Terms and Conditions are related to the overall RLF program (i.e., cost share associated with a non-IIJA funded RLF cooperative agreement).

B. Eligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantee

1. To the extent allowable under the EPA-approved workplan, the CAR may use cooperative agreement funds to capitalize a revolving loan fund to be used for loans or subgrants for cleanup and for eligible programmatic expenses. Eligible programmatic expenses may include activities described in [Section V](#) of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether RLF cleanup activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an RLF cleanup complies with applicable requirements under Federal and state laws, as required by CERCLA § 104(k).

- c. Ensuring the adequacy of each RLF cleanup as it is implemented, including overseeing the borrowers and/or subgrantees activities to ensure compliance with applicable Federal and state environmental requirements.

- d. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

- e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

- f. Performing limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.

- g. Ensuring that public participation requirements are met. This includes preparing a Community Involvement Plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

- h. Establishing an Administrative Record for each site.

- i. Ensuring that the site is secure if a borrower or subgrantee is unable or unwilling to complete a brownfield site cleanup.

- j. Using a portion of a loan or subgrant to purchase environmental insurance for the site. [The loan or subgrant shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under [Section IV.](#), *Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantees.*]

- k. Any other eligible programmatic costs, including costs incurred by the recipient in making and managing a loan or subgrant; obtaining RLF fund manager services; quarterly reporting to EPA including preparation of Property Profiles; awarding, managing and monitoring loans and subgrants as required by the terms of this agreement implementing 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out outreach pertaining to the loan and subgrant program to potential borrowers and subgrantees.

- l. Borrower and subgrantee progress reporting to the CAR.

2. The CAR must maintain records that will enable it to report to EPA on the amount of costs incurred by the CAR, borrowers, or subgrantees at brownfield sites.

3. Each site being remediated via an RLF subgrant is limited to a total of \$500,000 of the CAR's total award amount (i.e., funds EPA awards directly to the CAR for all open RLF grants and any associated cost share, if applicable – see Section IV.A.1.). The term “CAR's total award amount” is used to represent the EPA funds + cost share (if applicable – see Section IV.A.1.) from all of the CAR's open RLF grants (i.e., the term considers the RLF program as a single, unified program rather than separate open RLF cooperative agreements; it does not include any funding from cooperative agreements that the CAR has already closed out). The total award amount also never includes program income earned while the cooperative agreement is open or retained and post-closeout program income. For the purposes of determining compliance with the subgrant cap, the value of any technical assistance the CAR provides to the subgrantee (e.g., an ABCA paid for with EPA funds or cost share, if applicable – see Section IV.A.1.) would not be included in the subgrant and does not count towards the \$500,000 per site cap. However, any expenses charged to the subgrant by the subgrantee (e.g., including the cost of an ABCA) would count towards the \$500,000 subgrant cap. Private, for-profit entities are not eligible for subgrants.

4. At least 50% of each open cooperative agreement's total award amount (i.e., EPA funds + cost share, if applicable – see Section IV.A.1.) must be used by the CAR to provide loans for the cleanup of eligible brownfield sites and associated eligible programmatic costs by the end of the cooperative agreement project period. The remaining EPA funding and cost share, if applicable – see Section IV.A.1., may be used for all other eligible programmatic costs that are not associated with loans, such as subgrants, forgiven principal in discounted loans, and eligible programmatic costs to manage/market the RLF. This is referred to as the 50/50 split rule, which addresses the minimum ratio of loan costs to non-loan costs required for the cooperative agreement's total award amount by the end of the cooperative agreement project period. CARs are not required to meet the 50/50 split rule “proportionally” when drawing down funds, but the EPA Project Officer will monitor to confirm the CAR is on track to meet the minimum 50/50 split by the end of the cooperative agreement.

The CAR may request a waiver of the \$500,000 subgrant limit or the minimum 50/50 split by seeking a waiver through the EPA Project Officer who can provide information on the waiver process. However, a waiver is not required for either requirement when only program income is used, since subgrants that are funded with 100% program income are not limited in amount and do not contribute to this 50% limitation. A waiver is also not required for the discounted amount of a loan if the loan is funded with 100% program income. Furthermore, if program income and/or post-closeout program income are combined with EPA funds and/or cost share (if applicable – see Section IV.A.1.) the program income and post-closeout program income must not be included in the total subgrant or loan amount for the purposes of determining compliance with the subgrant cap, discounted loan limits, or 50/50 split rule.

If the CAR has more than one open RLF cooperative agreement and would like to close out the older cooperative agreement more quickly, the CAR has the option of:

a. Submitting a waiver request to the EPA Project Officer requesting to apply the 50/50 split rule to the CAR's RLF program as a whole for all open RLF cooperative agreements, rather than to each open RLF cooperative agreement individually, on one condition: if one of those open RLF grants closes out (i.e., project period ends) and that closing cooperative agreement does not meet the 50/50 split requirement on its own due to excessive non-loan costs, the CAR must continue to include that cooperative agreement in the 50/50 split calculation for the other open cooperative agreement going forward. This allows the 50/50 split rule to be honored for the entire open RLF program.

b. Requesting that the EPA Project Officer and Grants Management Officer allow shifting of programmatic costs (loan and non-loan costs) between the two open cooperative agreements, in accordance with 2 CFR § 200.405(c), to better achieve the CAR's RLF program priorities. Once the oldest cooperative agreement closes out, the workplan and budget for the remaining open cooperative agreement would need to be amended to include programmatic costs.

5. To determine whether a cleanup subgrant is appropriate, the CAR must consider the following as required by CERCLA § 104(k)(3)(C):

a. The extent to which the subgrant will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;

b. The extent to which the subgrant will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community;

c. The extent to which the subgrant will facilitate the use or reuse of existing infrastructure; and

d. The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

The CAR must maintain sufficient records to support and document these determinations.

6. Under CERCLA § 104(k)(5)(E), CARs and subgrantees may use up to 5% of the direct EPA funding plus the CAR's cost share, if applicable – see Section IV.A.1., for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$250,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement, or used to meet the recipient's cost share, if applicable – see Section IV.A.1., shall not exceed this amount. Note that additional administrative costs may be allowed when using program income received under this cooperative agreement during the period of performance (see Section IV.D.2.). Subgrantees and borrowers may use up to 5% of the amount of Federal funds (direct EPA funding, cost share – if applicable – see Section IV.A.1, and program income) in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subgrantees must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. [Note: Borrowers may charge direct administrative costs to their loan, but borrowers cannot charge indirect costs.]

The term “administrative costs” does not include:

a. Investigation and identification of the extent of contamination of a brownfield site;

- b. Design and performance of a response action; or
- c. Monitoring of a natural resource.

Eligible cooperative agreement and subgrant administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans, and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-Federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subgrants are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.
- c. Borrowers may use up to 5% of the amount of the Federal funds in the loan for loan administration costs. Eligible administrative costs for borrowers include direct costs for:

i. Salaries, benefits, and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel), but only to the extent to which these persons activities support the cleanup and subsequent re-use of the site;

ii. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices; and

iii. Supplies and equipment not used directly for cleanup at the site.

d. Eligible direct costs for loan administration include expenses for:

i. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;

ii. Maintaining and operating financial management and personnel systems;

iii. Preparing payment requests and handling payments; and

iv. Audits including non-Federal audits required under 2 CFR Part 200, Subpart F.

e. Borrowers shall not use loan funds for indirect costs even if the borrower has an indirect cost rate approved by a cognizant Federal agency.

7. Local Governments Only. If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted, and the assessment indicates that the sites are contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

8. If the CAR makes a subgrant to a local government that includes an amount (not to exceed 10% of the subgrant) for Brownfields Program development and implementation, the terms and conditions of that agreement must include a provision that ensures that the local government subgrantee maintains records adequate to ensure compliance with the limits on the amount of subgrant funds that may be expended for this purpose.

C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantee

1. Cooperative agreement funds shall not be used by the CAR, borrower and/or subgrantee for any of the following activities:

a. Pre-cleanup Phase I and Phase II environmental site assessment activities with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;

b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other Federal and state laws, unless such a permit is required as a component of the cleanup action;

c. Construction, demolition, and post-cleanup site development activities that are not cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);

d. Job training activities unrelated to performing a specific cleanup at a site (i.e., on the job training) covered by a loan or subgrant;

e. To pay for a penalty or fine;

f. To pay a Federal cost share requirement (e.g., a cost share required by another Federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or recipient of the subgrant or loan is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any Federal law, excluding the cost of compliance with laws applicable to the cleanup; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody, or control of the United States government except for land held in trust by the United States government for an Indian Tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

D. Use of Program Income – During the Performance Period

1. Program income for the RLF shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.
2. In accordance with 2 CFR § 200.307 and 2 CFR § 1500.8, during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement unless otherwise specified (e.g., [Section IV.B.4.](#) regarding the minimum 50/50 split). Accordingly, program income may be used for administrative costs, including any applicable indirect costs, provided that the total amount of funds used for administrative costs does not exceed 5% of the sum of direct EPA funding plus the cost share, if applicable – see Section IV.A.1., and program income the CAR generates. CARs that intend to use program income for cost share for any other Brownfield Grants under 2 CFR § 200.307(b)(3) must obtain prior approval from the EPA Grant Management Officer or Award Official unless the cost share method for using program income was approved at time of award. Note that repayments of principal for loans made all or in part with cooperative agreement funds shall not be used for cost share for any other Brownfield Grants. These repayments of principal must be returned to the CAR's Brownfields Revolving Loan Fund.
3. In accordance with 2 CFR § 1500.8(c), to continue the mission of the Brownfields Revolving Loan Fund, recipients may use cooperative agreement funding prior to using program income funds generated by the revolving loan fund.
4. The CAR that elects to use program income to cover all or part of an RLF's programmatic costs shall maintain adequate accounting records and source documentation to substantiate the amount and percent of program income expended for eligible RLF programmatic costs, and comply with OMB cost principles at 2 CFR Part 200, Subpart E when charging costs against program income. For any cost determined by EPA to have been an ineligible or unallowable use of program income, the recipient shall reimburse the RLF or refund the amount to EPA as directed by the EPA Action Official in its disallowance determination. EPA will notify the recipient of the time period allowed for reimbursement or refund.

5. Loans or subgrants made with a combination of program income, post-closeout program income, cost share, if applicable – see Section IV.A.1., and/or direct funding from EPA are subject to the same terms and conditions as those applicable to this agreement. Loans and subgrants made with direct funding from EPA and/or cost share, if applicable – see Section IV.A.1., in combination with non-Federal sources of funds are also subject to the same terms and conditions of this agreement.

6. The CAR must obtain the EPA Project Officer approval of the substantive terms of loans and subgrants made entirely with program income unless this requirement is waived by the EPA Project Officer.

E. Interest-Bearing Accounts

1. The CAR (as well as any subgrantees) must deposit advances of cooperative agreement funds (as described in [Section VII.A., Methods of Disbursement](#)) and program income (as defined earlier) in an interest-bearing account unique to this cooperative agreement [i.e., separate from funds for another open RLF cooperative agreement, and separate from post-closeout program income governed under a Closeout Agreement (COA) since separate reporting of funds is required under a COA]. Consistent with 2 CFR 200.305(b)(9) as well as the unique accounting requirements for states under 2 CFR 200.302(a) and 200.305(a), the CAR does not have to establish entirely separate bank accounts for EPA funds. The CAR does, however, have to be able to account for EPA funds (including cost share, if applicable – see Section IV.A.1., and program income) received, obligated, and expended, and Federal funds must be deposited and maintained in insured accounts whenever possible as required by the regulation. Subaccounts are allowed, as long as the interest earned and all funds for each of the CAR's open and post-closeout RLF grants can be accounted for accurately by the CAR.

2. With the exception of state CARs, which are subject to applicable Treasury regulations, CARs (as well as any subgrantees) must place advances of EPA funds (and other Federal funds as well) in interest bearing accounts as provided in 2 CFR § 200.305(b)(11). Advances of EPA funds must be maintained in an account that is separate from the post-closeout program income in the RLF. While interest earned by CARs on advances of EPA funds should be minimal given the regulatory and T&C requirements for prompt disbursement of drawn down funds, any interest the CAR does earn on advanced Federal funds is subject to 2 CFR § 200.305(b)(12). This regulation generally requires that interest on advanced Federal funds in excess of \$500 must be transmitted annually to the U.S. Department of Health and Human Services.

3. Interest earned on program income is considered additional program income.

F. Closeout Agreement and Use of Post Cooperative Agreement (i.e., Post-Closeout) Program Income

1. As provided at 2 CFR § 200.307(f) and 2 CFR § 1500.8(c), after the end of the period of performance of the cooperative agreement, the CAR may keep and use program income at the end of the cooperative agreement (retained program income) and use program income earned after the cooperative agreement period of performance (post-closeout program income) in accordance with terms of a COA. At the end of the cooperative agreement period of performance, the CAR shall comply with the attached COA. The COA goes into effect for this assistance agreement number the day after the cooperative agreement period of performance ends unless otherwise designated by the EPA Grants Management Officer or Award Official. The period of performance is identified as the project period in the Notice of Award.

2. This COA is based on the FY22 RLF COA template. EPA plans to modify RLF COA templates every five years. EPA reserves the right to renegotiate the terms of this RLF COA every five years, in conjunction with the template change (e.g., next change will be in FY27). If the CAR agrees to continue to operate the RLF under a COA past FY27, the CAR shall work with the EPA Project Officer to update to the latest COA template. Otherwise, the Project Officer and CAR will negotiate a mutually acceptable disposition of unused program income, and an Authorized EPA Official (e.g., Grants Management Officer or Award Official) will modify the COA accordingly.

V. RLF REQUIREMENTS

A. Authorized RLF Cleanup Activities

1. The CAR, or borrower/subgrantee with CAR concurrence, shall prepare an ABCA, or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis and documented in a decision document upon completion of the public comment period. The CAR, or borrower/subgrantee with CAR concurrence, must consult with the relevant state program (or EPA if there is not a state program that covers the site) to determine if the selected cleanup requires formal modification based on public comments or new information.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

When environmental data are collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup

confirmation sampling), the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

The recipient will develop Quality Assurance Project Plans (QAPP) for all applicable projects and tasks involving environmental information operations in accordance with the most current version of [EPA Quality Assurance Project Plan Standard](#). [Regional guidance documents](#) and [national guidance documents](#) may be helpful in meeting the requirements.

“Environmental information operations” is a collective term for work performed to collect, produce, evaluate, or use environmental information or the design, construction, operation, or application of environmental technology. For EPA, environmental information includes direct measurements of environmental parameters or processes, analytical testing of environmental conditions, information provided by models, information compiled from other sources such as databases, software applications, or existing literature, the development of environmental software, tools, or models, or the design, construction, operation, or application of environmental technology.

The QAPP must be approved by EPA prior to environmental information operations, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. Unless an alternate schedule has been agreed upon, QAPPs are to be submitted at least 60 days before project activities begin. QAPPs are submitted electronically to the following:

EPA Project Officer/Tribal Coordinator (see page 1 of assistance agreement for contact information) and Regional Quality Assurance Branch via R1QAPPs@epa.gov

For organizations with an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will be sent every year for four years until the expiration of the QMP (five years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer/Tribal Coordinator and the RQAM on the anniversary of the approval of the QMP by the RQAM; or on another mutually agreeable schedule. In addition, for multi-year projects, the grantee shall confirm that the QAPP is current and accurate.

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

3. Competency of Organizations Generating Environmental Measurement Data: In

accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Involvement and Community Outreach

1. All RLF loan and subgrant cleanup activities require a site-specific Community Involvement Plan that includes providing reasonable notice, and the opportunity for public involvement and comment on the proposed cleanup options under consideration for the site. All information, including responses to public comments and administrative records, may be made available to the public to the extent consistent with 2 CFR § 200.338 and applicable state, tribal, or local law.

D. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

u+00A0 To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to the EPA Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.

c. EPA Logo: If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient's or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo must be accompanied with a statement indicating that the City of Portland received Federal financial assistance from EPA for the project. The recipient will ensure compliance with the sign specifications provided by the OPA available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by Federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. This includes translating the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

E. Administrative Record

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan (or the contractor solicitation if it includes the cleanup plan); cleanup standards used; responses to public comments; and verification that shows that cleanups are complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination contained in the CAR's COA.

F. Implementation of RLF Cleanup Activities

1. The CAR shall ensure the adequacy of each RLF cleanup in protecting human health and the environment as it is implemented. Each loan and subgrant agreement shall contain terms and conditions, subject to any required approvals by the state or tribal regulatory oversight authority, that allow the CAR to change cleanup activities as necessary based on comments from the public or any new information acquired.

2. If the borrower or subgrantee is unable or unwilling to complete the RLF cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state or Tribal agency and EPA to ensure an orderly transition should additional activities become necessary.

G. Completion of RLF Cleanup Activities

1. The CAR shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanups are complete (including No Further Action letters, institutional controls, etc.). This documentation must be included as part of the Administrative Record.

VI. REVOLVING LOAN FUND REQUIREMENTS

A. Prudent Lending and Subgranting Practices

1. The CAR is expected to establish economically sound structures and day-to-day management and processing procedures to maintain the RLF and meet longterm brownfield cleanup lending/subgranting objectives. These include establishing: underwriting principles that can include the establishment of interest rates, repayment terms, fee structure, and collateral requirements sufficient to recover, as a minimum, the principal amount of the loan less any repayment discounts; and, lending/subgranting practices that can include loan/subgrant processing, documentation, approval, servicing, administrative procedures, collection, and recovery actions. Intra-governmental loans may be made consistent with EPA's guidance with the approval of the EPA Project Officer. Governmental recipients may not make intra-governmental subgrants. Nonprofit recipients may not make intra-entity loans and subgrants without EPA Project Officer approval of a waiver.

2. The CAR shall not incur costs under this cooperative agreement for loans subgrants or other eligible costs until an RLF cooperative agreement workplan has been submitted to and approved by the EPA Project Officer or program manager. The CAR shall ensure that the objectives of the workplan are met through its or the fund manager's selection and structuring of individual loans/subgrants and lending/subgranting practices. These activities shall include, but not be limited to the following:

a. Considering awarding subgrants on a competitive basis. If the CAR decides not to award any such subgrants

competitively, it must document the basis for that decision and inform the EPA Project Officer in the first quarterly performance report. The CAR must inform the EPA Project Officer if the CAR subsequently decides to award subgrants competitively in the quarterly performance report immediately following the decision.

- b. Establishing appropriate project selection criteria consistent with Federal and state requirements, the intent of the RLF program, and the cooperative agreement entered into with EPA.

- c. Establishing threshold eligibility requirements whereby only eligible borrowers or subgrantees receive RLF financing.

- d. Developing a formal protocol for potential borrowers or subgrantees to demonstrate eligibility, based on the procedures described in the initial RLF application proposal and cooperative agreement application. Such a protocol shall include descriptions of projects that will be funded, how loan monies will be used, and qualifications of the borrower or subgrantee to make legitimate use of the funds. Additionally, CARs shall ask borrowers or subgrantees for an explanation of how a project, if selected, would be consistent with RLF program objectives, statutory requirements and limitations, and protect human health and the environment.

- e. Requiring that borrowers or subgrantees submit information describing the borrower's or subgrantee's environmental compliance history. The CAR shall consider this history in an analysis of the borrower or subgrant recipient as a cleanup and business risk.

- f. Establishing procedures for handling the day-to-day management and processing of loans and repayments.

- g. Establishing standardized procedures for the disbursement of funds to the borrower or subgrantee.

B. Inclusion of Additional Terms and Conditions in RLF Loan and Subgrant Documents

1. All loans and subgrants must include the information required by 2 CFR § 200.332(b). EPA has developed an optional template to use in creating this agreement that is available on EPA's [Subaward Policy](#) internet page. EPA does not require CARs to use the template.

2. The CAR shall ensure that the borrower or subgrantee meets the cleanup and other program requirements of the RLF cooperative agreement by including the following special terms and conditions in RLF loan agreements and subgrants:
 - a. Borrowers or subgrantees shall use funds only for eligible activities and in compliance with the requirements of CERCLA §

104(k) and applicable Federal and state laws and regulations. (See [Section I.A.2.](#) and [Section II.](#))

- b. Borrowers or subgrantees shall ensure that the cleanup protects human health and the environment.
- c. Borrowers or subgrantees shall document how funds are used.
- d. Borrowers or subgrantees shall maintain records for a minimum of three (3) years following completion of the cleanup financed all or in part with RLF funds unless one of the conditions described at [2 CFR § 200.334](#) is present. Borrowers or subgrantees shall obtain written approval from the CAR prior to disposing of records, so that the CAR can maintain the records, if necessary, for complying with the CAR's obligations under [2 CFR § 200.334](#). CARs shall also require that the borrower or subgrantee provide access to records relating to loans and subgrants supported with RLF funds to authorized representatives of the Federal government. As stated in the attached COA, records related to the COA must be retained by the CAR for the duration of the COA and retained for a period of three (3) years following termination or discontinuation of the COA.
- e. Borrowers or subgrantees shall certify that they are not currently, nor have they been, subject to any penalties resulting from environmental noncompliance at the site subject to the loan or subgrant.
- f. Borrowers or subgrantees shall certify that they are not potentially liable under CERCLA § 107 for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower or subgrantee must state the basis for that assertion. When using cooperative agreement funds for petroleum-contaminated brownfield sites, borrowers or subgrantees shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site. The CAR may consult with EPA for assistance with this matter.
- g. Borrowers or subgrantees shall conduct cleanup activities as required by the CAR.
- h. Subgrantees, other than borrowers, shall comply with all applicable EPA assistance regulations (including those at 2 CFR Parts 200 and 1500). All procurements conducted with subgrant funds, but not loans, must comply with Procurement Standards in 2 CFR §§ 200.317 through 200.327, 2 CFR Part 1500, and 40 CFR Part 33, as applicable.
- i. Borrowers must comply with the internal control requirements specified at 2 CFR § 200.303 and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The CAR must oversee and manage loans as required by 2 CFR §§ 200.330 through 200.332. No other provisions of the Uniform Grants Guidance apply directly to borrowers.
- j. A term and condition or other legally binding provision shall be included in all loans and subgrants entered into with the funds under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that borrowers and subgrantees comply with all applicable Federal and state laws and requirements. In addition to CERCLA § 104(k), Federal applicable laws and requirements include 2 CFR Parts 200 and 1500.

k. EPA provides general information on statutes, regulations and Executive Orders that apply to EPA grants on the [Grants internet site](http://www.epa.gov/grants) at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages CARs to review the terms of their cooperative agreement carefully and consult with their EPA Project Officer for advice if necessary.

C. Default

1. In the event of a loan default, the CAR shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the CAR is responsible for:

- a. documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and
- b. securing the site (e.g., ensuring public safety) and informing the EPA Project Officer and the State.

D. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subaward to a subaward recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- a. The affected party,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VII. DISBURSEMENT, PAYMENT, AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is

EPA's transfer of funds to the CAR; the CAR incurs an "obligation" when it enters into an agreement with a borrower or a subgrantee; "disbursement" is the transfer of funds from the CAR to the borrower or subgrantee. The CAR may also disburse funds to a contractor or to pay an allowable cost (e.g. personnel compensation) as provided in [2 CFR § 200.305\(b\)\(1\)](#). "Closeout" refers to the process EPA follows to both ensure that all administrative actions and work required under the cooperative agreement have been completed and to establish a COA to govern the use of retained and post-closeout program income.

A. Methods of Disbursement

1. The CAR may choose to disburse funds to the borrower or subgrantee by means of 'actual expense' or 'schedule.' If the schedule method is used, the recipient must ensure that the schedule is designed to reasonably approximate the borrower's or subgrantee's incurred costs.

a. An 'actual expense' disbursement approach requires the borrower or subgrantee to submit documentation of the borrower's or subgrantee's expenditures (e.g., invoices) to the CAR prior to requesting payment from EPA.

b. A 'schedule' disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the borrower or subgrantee on the basis of an agreed upon schedule (e.g., progress payments) provided the schedule minimizes the time elapsing between disbursement by the CAR and the borrower or subgrantee's payment of costs incurred in carrying out the loan/subgrant. In unusual circumstances, disbursement may occur upon execution of the loan or subgrant. The CAR shall submit documentation of disbursement schedules to EPA.

c. If the disbursement schedule of the loan/subgrant agreement calls for disbursement of the entire amount of the loan/subgrant upon execution, the CAR shall demonstrate to the EPA Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan/subgrant. Further, the CAR shall include an appropriate provision in the loan/subgrant agreement which ensures that the borrower/subgrantee uses funds promptly for costs incurred in connection with the cleanup and that interest accumulated on schedule disbursements is applied to the cleanup.

B. Schedule for Closeout

1. Assuming any applicable cost share requirement has been satisfied (see Section IV.A.1.), there are two fundamental criteria for closeout:
 - a. Final payment of funds from EPA to the CAR following the end date for the project and budget period of the cooperative agreement as part of the closeout process or prior to the end date when the CAR has disbursed all of the EPA funding of the funds awarded; and
 - b. Completion of all workplan and cleanup activities funded completely, or in part, by direct EPA funding from the amount of the award.
2. The first criterion of cooperative agreement closeout is met when the CAR receives all payments from EPA. The second closeout criterion is met when all workplan and cleanup activities funded by the cooperative agreement are complete.
3. The CAR must follow the attached COA for any retained and future program income generated after closeout (i.e., post-closeout program income). Eligible uses include continuing to operate an RLF for brownfield site cleanup and/or other brownfield site activities as identified in the attached COA.

C. Compliance with Closeout Schedule

1. If the CAR fails to comply with the closeout schedule, any funds attributable to the cooperative agreement, including retained program income not obligated under loan agreement to a borrower or subgrantee, may be subject to Federal recovery.

D. Final Requirements

1. The CAR must submit the following documentation:
 - a. The Final Cooperative Agreement Performance Report as described in [Section III.F.](#) of these Terms and Conditions.
 - b. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

2. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

E. Recovery of RLF Assets

1. In case of termination, the CAR shall return to EPA its fair share of the value of the RLF assets consisting of cash, receivables, personal and real property, and notes or other financial instruments developed through use of the funds. EPA's fair share is the amount computed by applying the percentage of EPA participation in the total capitalization of the RLF to the current fair market value of the assets thereof. EPA also has remedies under CERCLA § 104(k) and *Remedies for Noncompliance* at 2 CFR §§ 200.339 through 200.343 when EPA determines that the value of such assets has been reduced by improper/illegal use of cooperative agreement funding. In such instances, the CAR may be required to compensate EPA over and above the EPA's share of the current fair market value of the assets. Nothing in this agreement limits EPA's authorities under CERCLA to recover response costs from a potentially responsible party.

F. Loan Guarantees

1. If the CAR chooses to use the RLF funds to support a loan guarantee approach, the following terms and conditions apply:

a. The CAR shall:

i. Document the relationship between the expenditure of CERCLA § 104(k) funds and cleanup activities;

ii. Maintain an escrow account expressly for the purpose of guaranteeing loans, by following the payment requirement described under the Escrow Requirements term and condition below; and

iii. Ensure that cleanup activities guaranteed by RLF funds are carried out in accordance with CERCLA § 104(k), CERCLA § 104(g) relating to compliance with the Davis-Bacon Act, and applicable Federal and state laws and will protect human health and the environment.

b. Payment of funds to a CAR shall not be made until a guaranteed loan has been issued by a participating financial institution. Loans guaranteed with RLF funds shall be made available as needed for specified cleanup activities on an "actual expense" or "schedule" basis to the borrower. (See [Section VII.A., Methods of Disbursement](#)). The CAR's escrow arrangement shall be structured to ensure that the CERCLA § 104(k) funds are properly "disbursed" by the recipient for the purposes of the cooperative agreement as required by 2 CFR § 200.305. If the funds are not properly disbursed, the CERCLA § 104(k) funds that the recipient places in an escrow account will be subject to the interest recovery provisions of 2 CFR §

200.305.

c. To ensure that funds transferred to the CAR are disbursements of assisted funds, the escrow account shall be structured to ensure that:

- i. The recipient does not retain the funds;
 - ii. The recipient does not have access to the escrow funds on demand;
 - iii. The funds remain in escrow unless there is a default of a guaranteed loan;
 - iv. The organization holding the escrow (i.e., the escrow agency), shall be a bank or similar financial institution that is independent of the recipient; and
 - v. There must be an agreement with the financial institution participating in the guaranteed loan program which documents that the financial institution has made a guaranteed loan to clean up a brownfield site in exchange for access to funds held in escrow in the event of a default by the borrower or subgrantee.
- d. Federal Obligation to the Loan Guarantee Program - Any obligations that the CAR incurs for loan guarantees in excess of the amount awarded under the cooperative agreement are the CAR's responsibility. This limitation on the extent of the Federal Government's financial commitment to the CAR's loan guarantee program shall be communicated to all participating banks and borrower or subgrantee.
- e. Repayment of Guaranteed Loans - Upon repayment of a guaranteed loan and release of the escrow amount by the participating financial institution, the CAR shall return the cooperative agreement funds placed in escrow to EPA based on disposition instructions provided by the EPA Project Officer. Alternatively, the CAR may, with EPA approval:
- i. Guarantee additional loans under the terms and conditions of the agreement; or
 - ii. Amend the terms and conditions of the agreement to provide for another disposition of funds that will redirect the funds for other brownfield sites' related activities authorized by the terms of the cooperative agreement or, if applicable, a COA.

^[1] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

Davis-Bacon Term and Condition for Brownfields

1. Program Applicability

1. **Program Name:** Brownfields Program
2. **Statute:** Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)
3. **Activities subject to Davis-Bacon:**

1. **Brownfield Sites Contaminated with Hazardous Substances:** All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:

- Excavation of contaminated soil;
- Construction of caps, barriers, and structures which permanently house treatment equipment;
- Installation of water supply wells/piping/connections;
- Abatement of contamination in buildings; and
- Demolition (if followed by new construction).

1.

2. **Brownfield Sites Contaminated with Petroleum:** DBRA prevailing wage requirements apply when the project includes:

- Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if it is an extensive soil excavation project;
- Construction of caps, barriers, and structures which permanently house treatment equipment; and
- Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.

4. **Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):**

- **Heavy Construction:** EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:

- Excavation and removal of contaminated soil;
- Construction of caps or barriers;
- Replacement of paving and concrete; and
- Installation of water supply wells/piping/connections.

- **Building Construction:** EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:

- Demolition (if followed by new construction);
- Construction of structures which permanently house treatment equipment; and
- Abatement of contamination in buildings (other than residential structures less than 4 stories in height).

- **Residential Construction:** EPA has determined the “Residential Construction” classification should be used when

soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. Davis-Bacon and Related Acts

[DBRA](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts:

3. Solicitation and Contract Requirements:

3. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
4. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

1.

2. After Award of Contract:

2. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
3. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

4. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”

1.

2. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: October 7, 2025

SUBJECT: Order 64-25/26 Appropriating \$360,000 from the Jill C. Duson Housing Trust Fund to Lambert Woods North LLC - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali, Chair. The committee met on September 23, 2025 and voted 3-0 to recommend approval by the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/6/2025

Final

Action 10/20/2025

Can action be taken at a later date: No The project is scheduled for construction loan closing in October.

Does this item involve a new contract with the City: Loan documents will be required. Corporation Counsel will review all legal documents before they are executed.

PRESENTATION: Mary Davis will be available for questions.

I. SUMMARY

Approval of \$360,000 in funding from the Jill C. Duson Housing Trust Fund for the Lambert Woods North project.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on September 23 and vote 3-0 to recommend approval of this item to City Council.

Preservation of Affordable Housing (POAH) is requesting \$360,000 in funding for Lambert Woods North, a proposed development located on city-owned land at 622 Auburn Street (future address: 2274 Washington Avenue) and comprising 72 apartments across 6 residential buildings. The project will offer a mix of townhomes and three-story walkup apartments, with 34 one-bedroom, 10 two-bedroom, and 28 three-bedroom units. These units will be affordable for households earning up to 60% of the Area Median Income (AMI), which translates to \$62,340 for a two-person household, \$70,140 for a three-person household, and \$77,880 for a four-person household. The development is designed to be age-inclusive, serve a range of household sizes and will be managed by POAH Communities.

The developer's financial structure for this project includes Low Income Housing Tax credits as well as a City of Portland Affordable Housing Tax Increment Financing/Credit Enhancement Agreement (AHTIF/CEA) (approved by City Council in December, 2023). The AHTIF/CEA will return to the developer 75% of the increased assessed value realized as the result of the development of this project. The AHTIF revenue will be used to offset project operating costs. The project currently has a \$360,000 gap caused by the loss of 45L Energy Tax Credits and increased engineering costs. The 45L energy tax credits were recently eliminated by the federal government. Delays in closing and design changes led to increased engineering, architecture, and legal costs.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The initial Purchase and Sale Agreement for the property was between the City and Maine Cooperative Development Partners, POAH's development partner. This agreement has since been amended to name Lambert Woods North LLC, the entity established for this development, as the purchaser.

The City of Portland's underwriting consultant recommends a loan of \$360,000 with a 30-year term, to be repaid from cashflow with specific terms to be negotiated by staff before executing loan documents and conditioned upon satisfactory review of the following prior to loan closing:

- Transfer of land consistent with project terms; and
- Executed Joint Venture agreements.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

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

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

Staff is seeking City Council approval of this funding request.

VII. RECOMMENDATION

Staff recommends approval of this funding so that this project can move forward.

VIII. LIST ATTACHMENTS

1. Order - Appropriating 360k from the Dusen HTF to Lambert Woods North re 622 Auburn St
2. Project Attachments

Prepared by:

Mary Davis, Division Director

Date: 10/07/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$360,000 FROM THE JILL C. DUSON HOUSING TRUST
FUND TO LAMBERT WOODS NORTH LLC**

ORDERED, that \$360,000 from the Jill C. Duson Housing Trust Fund is hereby appropriated to Lambert Woods North LLC for development costs for the project called Lambert Woods North at 622 Auburn Street; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute any related documents necessary or convenient to carry out the intent of this order.

B. Project Information

Completed by vwhite@poah.org on 8/7/2025 9:14 AM

Case Id: 30628

Name: Lambert Woods North LLC - 2025

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Property Address

2274 Washington Avenue Portland, ME 04103

B.2. Project Name

Lambert Woods North

B.3. Tax chart, block, and lot number

Parcel ID: 385 D008001

B.4. Zoning Designation

RN-1 (Neighborhood Residential)

B.5. Is the requested funding type HOME/HTF?

Yes

B.6. Requested amount of Affordable Housing Development Funding

\$360,000.00

B.7. Is the requested funding type AHTIF?

No

B.8. Total number of housing units to be constructed:

72

B.9. Total number of housing units to be rehabilitated:

0

B.10. Total Number of market rate units:

0

B.11. Total number of deed restricted units:

72

B.12. Total number of Units at 120% AMI:

0

B.13. Total number of Units at 110% AMI:

0

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B.14. Total number of Units at 100% AMI:

0

B.15. Total number of Units at 80% AMI:

0

B.16. Total number of Units at 60% AMI:

72

B.17. Total number of Units at 50% AMI:

0

B.18. Total number of Units at 40% AMI:

0

B.19. Housing Type

Rental

B.20. Total number of studio/efficiency units:

0

B.21. Total number of one-bedroom units:

34

B.22. Total number of two-bedroom units:

10

B.23. Total number of three-bedroom units

28

B.24. Total number of four-bedroom units

0

B.25. Total number of five-bedroom units

0

B.26. Property Manager

POAH Communities

B.27. When is construction expected to begin?

10/01/2025

B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:

- Description of municipal housing need and how the development addresses that need;

Printed By: Mary Davis on 8/14/2025

- Requested amount of Affordable Housing Development Funding;
- Description of how City's participation is financially necessary in order for the project to proceed;
- Description of allowed uses in the zone;
- Description of residential and non-residential uses in the area;
- Description of accessory uses relating to residential use, if any;
- Indicate if this project requires relocation of existing commercial or residential tenants;
- Description of relocation plan for persons temporarily or permanently displaced by development activities;
- Description of how the development is consistent with the Comprehensive Plan
- Description of how housing and facilities in the development will be operated after completion;
- Description of planned uses of tax increment revenues from the district (AHTIF projects only).

The Lambert Woods North project will supply 72 units of affordable housing to Portland. Lambert Woods North is currently located at 622 Auburn Street but has a future address of 2274 Washington Avenue. All units are capped at 60% AMI and the deal anticipates using Low Income Housing Tax credits as well as a City of Portland sponsored TIF (approved by City Council on 12/18/2023). The project currently has a \$360,000 gap that caused by the removal of 45L Energy Tax Credits and increased engineering costs. When the project went to planning board with our revised plans in fall 2024, we assumed \$309,000 of 45L energy tax credits would come in at construction completion. Unfortunately the One Big Beautiful Bill Act eliminates this credit and leaves our project with a significant funding gap. Additionally, due to closing delays and design changes our engineering, architecture, and legal costs have increased. We are requesting a total of \$360,00 in Affordable Housing Trust Funds to fill these gaps. This project is zoned for residential use and has already been approved with the City of Portland, initial approval granted on 2/28/2023 and the amended plans were approved on 1/27/2025. Lambert Woods North is in the final stages of review with Maine Housing and expects to close in the fall of 2025. Since this is new construction there are no tenant relocation or tenant displacement. Lambert Woods North will be owned by Preservation of Affordable Housing, Inc. (POAH) and managed by POAH Communities, our sister company. POAH Communities operates the majority of POAH properties across the country and provides support to residents through on-site coordination.

Lambert Woods North Project Schedule

Construction Closing	10/1/2025
100% Construction Completion	4/1/2027
Lease Up	4/1/2025 – 9/1/2027
Stabilization	9/1/2027
Perm Conversion	1/1/2028

Lambert Woods North LLC, a Maine limited liability company,

By: Lambert Woods North MM LLC, a Maine limited liability company, its managing member,

By: Preservation of Affordable Housing, Inc., an Illinois not-for-profit corporation, its managing member,

By: _____
Name:
Title:

Lambert Woods North LLC
A Maine limited liability company
/ limited partnership
EIN #: 93-2775957

Lambert Woods North MM LLC
A Maine limited liability company
(0.01% - Managing Member)
EIN #: 93-2616935

CREA Lambert Woods North LLC
an Indiana limited liability company
(99.989% - Investor Member)
EIN #: 99-3220260

CREA SLP LLC
an Indiana limited liability company
(0.001% - Special Member)
EIN #: 26-0776589

Preservation of Affordable Housing, Inc.
an Illinois not-for-profit corporation
(60% - Managing Member)
EIN #: 31-1616634

Maine Cooperative Development Partners LLC
a Maine for-profit corporation
(40% - Non-Managing Member)
EIN #: 85-3335652

DEVELOPMENT ASSUMPTIONS					
Total Units		72	Inflation Adjustments	Yr 1-5	Yr. 6-15
# @ 50% AMI (low HOME)	0.0%	0	Rent	2.00%	2.50%
# @ 50% AMI (High HOME)	0.0%	0	Operating Expense	3.00%	3.00%
# @ 50% AMI (LIHTC)	0.0%	0	Other Income	2.00%	3.00%
# @ 60% AMI (LIHTC)	100.0%	72	Debt Coverage Ratio	1.15	
# @ Market	0.0%	0	Vacancy	5%	
Appraised Market Value		10,849,023	Market Value/Unit	\$150,681	

PRO FORMA DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	TDC
Site Improvements	4,000,273	55,559		4,000,273
Construction	17,332,437	240,728	0	17,332,437
General Requirements	267,315	3,713		267,315
Builder Profit	1,104,880	15,346		1,104,880
Bond Premium	391,298	5,435		391,298
Construction Contingency	5.00% 1,154,810	16,039	0	1,154,810
Subtotal Construction Costs	24,251,013	336,820	0	24,251,013
Building Permits and Fees	750,000	10,417	0	750,000
Survey & Engineering	556,796	7,733	0	556,796
Architectural & Design	1,338,048	18,584	0	1,338,048
Legal	185,000	2,569	0	185,000
Title & Recording	64,000	889	0	64,000
Accounting	50,000	694	0	50,000
Construction Period Tax	30,000	417	0	30,000
Construction Period Insurance	225,000	3,125	0	225,000
Other	627,206	8,711	0	627,206
Subtotal Soft Costs	3,826,051	53,140	0	3,826,051
Construction Loan Origination Fees	0	0	0	0
Construction Loan Interest	906,000	12,583	0	906,000
MaineHousing Loan Fees	359,800	4,997	0	359,800
Other Permanent Loan Fees	0	0	0	0
Other	27,000	375	0	27,000
Subtotal Finance Costs	1,292,800	17,956	0	1,292,800
Market Survey	10,000	139	0	10,000
Appraisal	12,000	167	0	12,000
Environmental Study	0	0	0	0
LIHTC Fees & Prepaid Monitoring	174,860	2,429	0	174,860
Relocation Costs	0	0	0	0
FF&E	95,000	1,319	0	95,000
Other	71,637	995	0	71,637
Subtotal Miscellaneous	363,497	5,049	0	363,497
Acquisition: Buildings	0	0	0	0
Acquisition: Land	5	0	0	5
Acquisition: Existing Reserves	0	0	0	0
Acquisition: Legal	0	0	0	0
Acquisition: other	0	0	0	0
Subtotal Acquisition	5	0	0	5
Operating Deficit Escrow	645,424	8,964	0	645,424
Pre-funded Replacements	190,959	2,652	0	190,959
Tax & Insurance Escrow	200,415	2,784	0	200,415
Working Capital	50,000	694	0	50,000
Total Syndication Expenses	0	0	0	0
Consultant Fee	0	0	0	0
Developer Overhead	750,000	10,417	0	750,000
Developer Profit	3,000,000	41,667	0	3,000,000
Other	0	0	0	0
Subtotal Fee and Reserves	4,836,798	67,178	0	4,836,798
Total Project Costs	34,570,164	480,141	0	34,570,164

Max LIHTC Available	1,311,468
LIHTC Alloc.	1,311,468
Equity yield	0.85
Synd. %	99.99%
Equity Raise	11,146,251

Historic Credit FED	0
Equity yield	0.85
Synd. %	99.99%
Equity Raise	0

Historic Credit STATE	0
Equity yield Equivalent	0.85
Synd. %	100.00%
Equity Raise	0

GP Contribution	100
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Total Equity:	11,146,351
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Gross Square Footage	60,470
Construction Cost/Sq ft.	382
Total Project Cost/Sq ft.	572

Notes:

Maximum Gross Developer Fee (10%/15%)	4,623,024
Maximum Net Developer Fee (per unit max)	750,000
Actual Proposed Gross Fee	3,750,000
% of maximum Gross Fee	81.1%
Proposed Net Fee Collected	750,000
% of Maximum Net Fee	100.0%

FLOW OF FUNDS

Sources	7/30/25	During Construction				4/30/2027	1st Equity	Final	Total
	CLC	25%	50%	75%	100%	PLC	Occupancy Milestone	Capital Payment	
Beginning Cash	0	0	0	0	0	0	0	0	0
Capital Contribution	0				2,404,185	8,441,643	300,523	11,146,351	
Construction Loan	2,764,031	4,532,993	6,181,473	6,272,073	4,026,608			23,800,000	
GP Bridge Loan								0	
MH: 0% Deferred Loan-FedHOME	1,000,000	1,000,000				5,996,000		7,996,000	
0% Deferred Loan-Other						500,000		500,000	
Interest Bearing Loan						10,158,429		10,158,429	
Interest Only for 30 Years									
Conventional First Mortgage									
AHP Subsidized Advance						0		0	
City FEDHOME*	0					0		0	
POAH Sponsor Bridge Loan (Efficiency Maine)		576,000				0		576,000	
POAH CMF	640,322					0		640,322	
POAH Sponsor Bridge Loan (AHT)	0					360,000		360,000	
0	0					0		0	
Grant*	0					0		0	
ITC credits	0					193,063		193,063	
Deferred Developer Fee						3,000,000		3,000,000	
TOTAL SOURCES	4,404,353	6,108,993	6,181,473	6,272,073	6,430,793	28,649,135	300,523	0	58,370,164
Uses									
Acquisition	5								5
Construction		6,062,753	6,062,753	6,062,753	6,062,753			24,251,013	
Soft Costs	3,726,051	10,000	10,000	10,000	10,000	60,000		3,826,051	
Financing Costs	386,800	36,240	108,720	199,320	308,040	253,680		1,292,800	
Miscellaneous	291,497					72,000		363,497	
Dev Fee	0					3,449,477	300,523	0	3,750,000
Reserves					50,000	1,036,798		1,086,798	
TOTAL DEV. COSTS	4,404,353	6,108,993	6,181,473	6,272,073	6,430,793	4,871,955	300,523	0	34,570,164
Repay GP Bridge Loan						0		0	
Repay Construction Loan						23,777,179		23,800,000	
Other Syndication Costs	0							0	
Total Commercial Costs		0	0	0	0			0	
SUBTOTAL OTHER ITEMS	0	0	0	0	0	23,777,179	0	0	23,800,000
TOTAL USES OF FUNDS	4,404,353	6,108,993	6,181,473	6,272,073	6,430,793	28,649,135	300,523	0	58,370,164
Ending Cash	0	0	0	0	0	0	0	0	0

50% Test	
Agg. Basis	32,429,903
Perm. TE	10,658,429
	32.87%
Min TE Amt	17,840,000
% of CL	75%
Bal. of CL	5,960,000

PROJECT FINANCING

Source		Amount	Rate	Term	Lien	Annual D/S		
						Yr. 1-5	Yr. 6-15	Yr. 16-30
Source 1:	0% Deferred Loan-FedHOME	7,996,000	0.00%	30	First	0	0	0
Source 2:	0% Deferred Loan-Other	500,000	0.00%	30	First	0	0	0
Source 3	Interest Bearing Loan	10,158,429	5.50%	30	First	558,714	558,714	558,714
Source 4	Conventional First Mortgage	0	0.00%	30	First	0	0	0
Source 5	City FEDHOME*	0	0.00%	30	Second	0	0	0
Source 6	POAH Sponsor Bridge Loan (Efficiency Mair	576,000	0.00%	30	Second	0	0	0
Source 7	POAH CMF	640,322	0.00%	30	Second	0	0	0
Source 8	POAH Sponsor Bridge Loan (AHT)	360,000	0.00%	40	Third	0	0	0
Source 9	\$0	0	0.00%	30	Third	0	0	0
Source 10	Grant*	0			Third		Grant	
Source 11	ITC credits	193,063			Unsecured		Cash Flow	
Source 12	Deferred Developer Fee	3,000,000			Unsecured		Cash Flow	
Source 13	Net Syndication	11,146,351	\$0.85					
Capitalization Gap		0						
Total		34,570,164						

COLLATERAL COVERAGE

	Total	Per Unit
Projected Mortgage	10,158,429	141,089
Appraised Market Value	10,849,023	150,681
Loan to Value Ratio	94%	
Market Rent Differential	224,424	260
Supportable Mort.: Unrestricted	13,452,258	186,837
Subsidy per Unit		118,000
Subsidy per Low Income Unit		118,000

PROPOSED RENT SCHEDULE			Maximum Gross LIHTC/HOME Rents	Less Utility Allow.	Maximum Net Tenant Rent	Rents from Applicant	Market Rent	Total Rent
Type	AMI	# Units						
1BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$182	\$0	\$0	\$1,560	0
	60% LIHTC	26	\$1,460	\$182	\$1,278	\$1,278	\$1,560	398,736
###	Market	0				\$0	\$1,560	0
1BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$126	\$0	\$0	\$1,560	0
	60% LIHTC	8	\$1,460	\$126	\$1,334	\$1,334	\$1,560	128,064
8	Market	0				\$0	\$1,560	0
2BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$146	\$0	\$0	\$1,880	0
	60% LIHTC	10	\$1,753	\$146	\$1,607	\$1,607	\$1,880	192,840
###	Market	0				\$0	\$1,880	0
3BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$169	\$0	\$0	\$2,100	0
	60% LIHTC	28	\$2,025	\$169	\$1,856	\$1,856	\$2,100	623,616
###	Market	0				\$0	\$2,100	0
4BR	50% LHOME							
	50% HHOME							
	50% LIHTC	0	\$0	\$0	\$0	\$0	\$0	0
	60% LIHTC	0	\$0	\$0	\$0	\$0	\$0	0
0	Market	0				\$0	\$0	0
Other:								0
Subtotals		72						1,343,256
Income from Laundry:						720		8,640
Other Income:						0		0
Vacancy Rate						5%		(67,595)
Other Income: TIF						7,611		91,331
Effective Gross Income								1,375,632

AFFORDABLE AMORTIZING MORTGAGE CALCULATION		
Effective Gross Income		1,375,632
Annual Operating Expense		732,135
Stabilized NOI		643,498
DSC	1.15	83,935
\$ Avail for D/S		559,563
Other DS		0
Balance		559,563
Affordable Fully Amortizing Mortgage	5.50%	8,212,607
Affordable Interest Only Mortgage	5.50%	10,173,879

BREAKEVEN ANALYSIS:		RENT SENSITIVITY	OCCUPANCY
		Total	Annual
Operating Expense		732,135	Gross Revenues 1,351,896
Debt Service		558,714	
Breakeven Rent		1,494	Breakeven Occupancy 95%

OPERATING EXPENSES			
Expense	Annual	Annual Per Unit	Monthly Per Unit
Administrative Expenses:			
Management Fees	75,112	1,043	87
Management Charges	51,163	711	59
Marketing Expenses	3,000	42	3
Legal Expenses	7,500	104	9
Auditing Expenses	12,000	167	14
Other Administrative Expenses	0	0	0
Administrative Expenses	148,775	2,066	172
Operating Expenses:			
Janitorial Payroll	36,963	513	43
Janitorial Supplies and Equipment	9,900	138	11
Janitorial Contractual Services	7,000	97	8
Fuel and Gas	0	0	0
Electricity	43,161	599	50
Water and Sewer	44,440	617	51
Garbage and Trash Removal	10,000	139	12
Vehicle and Equipment Expenses	1,100	15	1
Other Operating Expenses	13,700	190	16
Operating Expenses	166,264	2,309	192
Maintenance Expenses:			
Grounds Maintenance Payroll	36,963	513	43
Grounds Tools and Supplies	8,000	111	9
Grounds Contractual Services	41,600	578	48
Miscellaneous Ground Maintenance	0	0	0
	0	0	0
Building Maintenance Payroll	0	0	0
Building Tools and Supplies	2,700	38	3
Building Contractual Services	22,100	307	26
Building Systems Maintenance	0	0	0
Miscellaneous Building Maintenance	0	0	0
	0	0	0
Maintenance Expenses	111,363	1,547	129
General Expenses:			
Property Taxes	121,775	1,691	141
Property and Liability Insurance	119,595	1,661	138
Tenant Service Expenses	31,963	444	37
Other General Expenses	0	0	0
General Expenses	273,333	3,796	316
Replacement Reserve Funding	32,400	450	38
Commercial Expenses (if applicable)	0	0	0
Total	732,135	10,169	847

Management Costs Analysis

Management Fees	75,112	
Management Charges	51,163	
Other Administrative Expenses	0	126,275

Effective Gross Rental Income 1,275,661
 Cost Percentage for use in Management Agreement 10%

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT												
8 Months												
	4/30/27	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	12/31/2036	12/31/2037
Effective Gross Income		856,201	1,309,987	1,336,187	1,362,911	1,390,169	1,424,923	1,460,546	1,497,060	1,534,486	1,572,849	1,612,170
Less Operating Expense		406,906	628,670	647,530	666,956	686,965	707,574	728,801	750,665	773,185	796,381	820,272
Net Operating Income		449,294	681,317	688,656	695,954	703,204	717,349	731,745	746,395	761,301	776,468	791,898
TIF Revenue		45,666	91,331	94,071	96,893	99,800	102,794	105,878	109,054	112,326	115,696	119,167
Real Estate Tax		60,888	121,775	125,428	129,191	133,067	137,059	141,171	145,406	149,768	154,261	158,889
Effective Real Estate Tax		(15,222)	(30,444)	(31,357)	(32,298)	(33,267)	(34,265)	(32,116)	(33,080)	(34,072)	(35,094)	(39,722)
After Tax NOI		434,073	650,873	657,299	663,657	669,937	683,084	699,629	713,315	727,229	741,373	752,175
Less RLP Repay		372,476	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0
Cash Flow		61,597	92,160	98,586	104,943	111,224	124,371	140,915	154,601	168,515	182,660	193,462
Cash Flow per Unit		1,283	1,280	1,369	1,458	1,545	1,727	1,957	2,147	2,340	2,537	2,687
Debt Coverage Ratio(RLP)		1.17	1.16	1.18	1.19	1.20	1.22	1.25	1.28	1.30	1.33	1.35
Principal Balance(RLP)	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429
Principal Balance(Other)	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322
Operating Reserve Balance	645,424	655,105	664,932	674,906	685,030	695,305	705,735	716,321	727,065	737,971	749,041	760,277

Total Cash Flow
Projected over 12 Years
1,863,703

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued												
Yr 15												
	12/31/2038	12/31/2039	12/31/2040	12/31/2041	12/31/2042	12/31/2043	12/31/2044	12/31/2045	12/31/2046	12/31/2047	12/31/2048	
Effective Gross Income	1,652,474	1,693,786	1,736,130	1,779,534	1,824,022	1,878,743	1,935,105	1,993,158	2,052,953	2,114,542	2,177,978	
Less Operating Expense	844,880	870,227	896,334	923,224	950,920	979,448	1,008,831	1,039,096	1,070,269	1,102,377	1,135,449	
Net Operating Income	807,594	823,559	839,797	856,310	873,102	899,295	926,274	954,062	982,684	1,012,164	1,042,529	
TIF Revenue	122,742	126,424	130,217	134,123	138,147	142,291	146,560	150,957	155,485	160,150	164,954	
Real Estate Tax	163,655	168,565	173,622	178,831	184,196	189,721	195,413	201,276	207,314	213,533	219,839	
Effective Real Estate Tax	(40,914)	(42,141)	(43,406)	(44,708)	(46,049)	(47,430)	(48,853)	(50,319)	(51,828)	(53,383)	(54,985)	
After Tax NOI	766,680	781,418	796,391	811,602	827,053	851,864	877,420	903,743	930,855	958,781	987,544	
Less RLP Repay	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow	207,966	222,704	237,678	252,889	268,339	293,151	318,707	345,029	372,142	400,067	428,831	
Cash Flow per Unit	2,888	3,093	3,301	3,512	3,727	4,072	4,426	4,792	5,169	5,556	5,956	
Debt Coverage Ratio(RLP)	1.37	1.40	1.43	1.45	1.48	1.52	1.57	1.62	1.67	1.72	1.77	
Principal Balance(RLP)	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	
Principal Balance(Other)	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	
Operating Reserve Balance	760,277	771,681	783,256	795,005	806,930	819,034	831,319	843,789	856,446	869,293	882,332	895,567

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued										
	12/31/2049	12/31/2050	12/31/2051	12/31/2052	12/31/2053	12/31/2054	12/31/2055	12/31/2056	5/1/2057	
Effective Gross Income	2,243,317	2,310,617	2,379,935	2,451,333	2,524,873	2,600,619	2,678,638	2,758,997	947,256	
Less Operating Expense	1,169,512	1,204,597	1,240,735	1,277,957	1,316,296	1,355,785	1,396,459	1,438,352	493,834	
Net Operating Income	1,073,805	1,106,019	1,139,200	1,173,376	1,208,577	1,244,834	1,282,179	1,320,645	453,421	
TIF Revenue	169,903	175,000	180,250	185,658	191,227	196,964	202,873	208,959	107,614	
Real Estate Tax	226,537	233,333	240,333	247,544	254,970	262,619	270,497	278,612	143,485	
Effective Real Estate Tax	(56,634)	(58,333)	(60,083)	(61,886)	(63,742)	(65,655)	(67,624)	(69,653)	(35,871)	
After Tax NOI	1,017,171	1,047,686	1,079,116	1,111,490	1,144,835	1,179,180	1,214,555	1,250,992	417,550	
Less RLP Repay	558,714	558,714	558,714	558,714	558,714	558,714	558,714	558,714	186,238	
Less Other Repay	0	0	0	0	0	0	0	0	0	
Cash Flow	458,457	488,972	520,403	552,776	586,121	620,466	655,841	692,278	231,312	
Cash Flow per Unit	6,367	6,791	7,228	7,677	8,141	8,618	9,109	9,615	9,638	
Debt Coverage Ratio(RLP)	1.82	1.88	1.93	1.99	2.05	2.11	2.17	2.24	2.24	
Principal Balance(RLP)	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	18,654,429	
Principal Balance(Other)	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	1,216,322	
Operating Reserve Balance	895,567	909,001	922,636	936,475	950,522	964,780	979,252	993,941	1,008,850	1,023,982

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Loan Request Lambert Woods North, POAH
Date: 9/11/25

POAH (Preservation of Affordable Housing) and MCDP (Maine Cooperative Development Partners), for their Joint Venture (JV), request a loan of \$360,000 for a proposed new construction 72-unit rental housing development serving households at 60% AMI on the Lambert Woods North site. This is a capital investment of \$5,000/unit. A 75%, 30-year TIF was awarded to this project in 2023, a subsidy of \$3,705,106 or \$51,460 per unit. The undeveloped parcel of 17.95 acres was awarded to Maine Cooperative Development Partners (MCDP) in 2021 for a proposed limited equity cooperative development. MCDP has divided the property into two components: “Lambert North” (the project analyzed here) and “Lambert South,” a proposed limited equity cooperative discussed separately.

Sources and Uses

Sources:		Uses:	
Maine Housing Must Pay	\$10,158,429	Acquisition	\$5
Maine Housing 0% Deferred	\$8,496,000	Construction hard costs	\$23,723,409
City of Portland AHTF	\$360,000	Hard & Soft Contingency	\$1,226,447
Net Syndication (inc. solar)	\$11,339,414	Soft costs	\$4,783,506
Deferred Developer Fee:	\$3,000,000	Capitalized Reserves	\$1,086,798
POAH Sponsor Loans	<u>\$1,216,322</u>	Developer Fee	<u>\$3,750,000</u>
Total Sources:	\$34,570,165	Total Uses:	\$34,570,165

All sources have issued commitments. Maine Housing allocated 4% LIHTC, issued a commitment for mortgage financing, and a Notice to Proceed. POAH sponsor loans include Capital Magnet Funds (a federal subsidy awarded to POAH), some of which they are lending to this project and a bridge loan for Efficiency Maine funds for green energy costs.

Uses are also well defined, with construction hard costs documented by a GMP contract, and many soft costs fully incurred.

For analysis of “Uses,” see Development Budget.

Development Budget

Construction Costs:

Construction costs are based on a GMP contract with Penobscot dated 3/25/25. This includes provision for prevailing wage requirements. Total construction cost divided among the 72 residential units is \$329,492, all in, including site work and solar. This includes a 1.22% contingency on hard costs carried by Penobscot. While this cost per unit is consistent with the current construction cost environment.

Soft Costs:

Soft costs, though high in a few areas such as accounting, are within industry standard.

Paid developer fee is \$750,000, the Maine Housing cap for funded developer fee, with an additional deferred developer fee of \$3,000,000. Where the prior request was on the high end of reasonable at 8.1%, the current request of 12.61% is extraordinary for affordable housing development in Portland. The developer's argument for this high fee is that it generates additional LIHTC subsidy up front. It is a common practice in some jurisdictions for developers to take the maximum allowable developer fee in order to maximize both up front LIHTC and long-term return to the developer. It is incumbent on jurisdictions to set maximum fees with this practice in mind.

Contingency:

Hard cost contingency is carried in the development budget at 5%, the industry standard for new construction. The Penobscot estimate also includes a 1.22% contingency. Considering the continued high level of economic uncertainty, and persistent inflationary pressures in the construction industry, this is the bare minimum contingency.

Soft cost contingency is \$71,637, which is 1.5% of soft costs. This below industry standard of 5%. However, much of the soft cost budget is already incurred, reducing though not eliminating the risk of exceeding the contingency.

Acquisition:

The site is owned by the City, which awarded it to Maine Cooperative Development Partners for the development of a limited equity cooperative. When a cooperative did not appear viable within a reasonable period of time, MCDP brought in POAH as a Joint Venture partner to develop affordable rental housing on the "North" portion of the site. MCDP is contributing the land to the JV for \$5, clearly below the market value of the land.

The donation of the land is an important part of the subsidy package which keeps the rents affordable. There is no current appraisal of the land, but for some insight on how important the land subsidy is, there are currently 2 single family lots listed for sale in north Portland on Zillow (9/9/25), ranging in size from .19 acres to .30 acres and ranging in price from \$175,000 to \$300,000. MCDP plans to develop about 4 acres of the almost 18-acre total parcel, preserving substantial green space and wetlands. Roughly estimating the value of 1/10 of an acre at \$100,000, the 4 acres being developed would have an estimated value of \$4 million.

Operating Budget & 20 Year Cashflow Projection

Project Income:

The operating budget anticipates the maximum allowable LIHTC rents at each income level.

An update to a market study has been provided dated May 23, 2025. Unfortunately, it is based on 2024 LIHTC rents, so the information is dated, even though the report is not very old. With the 2024 data assumptions, the study finds the units have a 22%, 23% and 31% rent advantage to market units for 1, 2, and 3-bedroom units, respectively. Unlike prior versions of the market study, the update did not compare projected rents to other area LIHTC properties. In the 2023 market study, projected rents were just slightly above the average LIHTC rent, 101% of average area LIHTC rents for 1- & 2-bedroom units and 109% of average area LIHTC rents for 3-bedroom units. The 2025 weighted average capture

rate of 6.4% suggests plenty of demand for these units. The 2023 market study also found that 39.5% of Portland renters were rent burdened, adding evidence to pent-up demand for affordable units.

Residential vacancy is budgeted at the industry standard of 5%, which is slightly above Portland's recent vacancy rates. The market study found market-rate properties operating at 99% occupancy. LIHTC occupancy was not updated in 2025. In 2023, the LIHTC projects surveyed were at 96.1% occupancy.

This property is an experiment in reduced parking for -family-scaled housing in a car-dependent location— 53% of units are 2 or 3 bedrooms -- with one parking spot per unit. On site, there will be 54 dedicated parking spots for 72 units (.75 dedicated spots per unit). There will also be 28 on-street spots created as part of the Lambert North development. These will be free, but subject to snow restrictions. The on-street spots bring the total to 82 spots for 72 units, or 1.14 per unit. At the point the Lambert South development proceeds, another 27 on-street spaces will be created, to be shared with that development.

The bus line stops at the site and will be improved with a bus shelter. The site's walk score of 14 (considered "car dependent"), transit score of 31 ("some transit"), and bike score of 32 ("somewhat bike-able") suggest this location will be a challenge for those without a car.

Operating Expense

The pro forma reflects a per-unit operating cost of \$10,169, which appears very high on the face of it but in the current climate, is just plain high. Of that, \$1,691 per unit is real estate taxes. The "all in" projected utility expense, combining renter utility allowance and owner-paid utilities, totals \$252,424 per year, or an average per unit utility expense of \$292 per month. This is high for brand new construction with solar installed, though the unit mix includes 38 larger (two- and three-bedroom) units, 26 of which are in townhouse construction style, which generates more walls exposed to the elements. Administrative costs are under Maine Housing's ceiling. Grounds costs appear high, but there are significant exterior amenities to maintain, including interior roadways and parking.

30 Year Cashflow & Debt Service Coverage Ratio (DSCR)

The DSCR for the Maine Housing loan is sized to 1.15 in year 1, and increases over 30 years to 1.41, based on the 75% 30-year TIF. This meets industry standards.

Developer Financials

Though the Joint Venture documents have not been provided yet, the current application materials state that POAH and MCDP will have a 60/40 split of the control of the JV.

Consistent with the scale of POAH's operations (over 13,000 units), POAH is a financially mature organization with assets of over \$1.7 billion. Audits from 2018-2022 reflect steady, incremental growth in net assets averaging 6% per year. This is followed by sharp growth in net assets in 2023 and 2024, bringing net assets to \$409,098,254. POAH's scale of operations and accumulated net assets mitigate the risk of the slender soft cost contingency and broader economic uncertainty.

POAH's Current Ratio (current assets divided by current liabilities) is an extremely lean 1.03. However, to put this into perspective on the scale of their operations, that ratio reflects over \$202 million in current assets, and is current assets exceed current liabilities by \$6.6 million. The Quick Ratio or "Acid

Test" -- cash divided by current liabilities -- is 0.4 -- and still, POAH's cash position of \$79 million is a significant safety net for the organization.

POAHs financials are reflective of an organization engaged in significant development -- construction borrowing in 2024 was double 2023, while longer term debt has grown by 16%. Further indications of the substantial rise in development activity which is not yet in operation -- the value of construction bonds has tripled, while reserves for replacement are up a modest 7%. As is often the case for rental housing operators, expenses exceeded revenue by over \$40 million, but \$47 million of that expense was depreciation, a non-cash expense.

In January 2022, POAH received a bond issuer credit rating from Standard & Poor's rating of A+, which S&P describes as "Strong capacity to meet financial commitments, but somewhat susceptible to economic conditions and changes in circumstances." In April 2022, POAH issued \$75 million in 10-year sustainability bonds at 4.479%.

MCDP is a young organization and has not yet had an audit. Their 2024 Income/Expense shows no operating income and \$13,515 in expenses. However, that dramatically understates their activity. Consistent with GAAP, their project related predevelopment expenditures are accounted for on their balance sheet, in project pre-development accounts, one each for Lambert North and Lambert South. Douglass Commons condo construction activity has been moved to a different holding company. MCDP's 2024 Equity position (equivalent to a non-profit's "Net Assets") was \$262,752. MCDP ended 2024 with \$101,555 in current assets (cash holdings) and current term liabilities of \$49,981 for a current ratio of 2.03.

For 2025 through July 31, 2025, the Profit and Loss statement again reflects no income and limited (\$6,068) expenses. The action, again, is reflected on the Balance Sheet, where MCDP's equity position has declined modestly to \$204,620. MCDP shows current assets (cash & equivalents) of \$57,803, and current liabilities of \$14,000. The resulting current ratio is 4.13.

A substantial portion of MCDP's predevelopment funding has come from a subsidiary of UHAB, which lent the young organization up to \$1,235,000 at 1.5% interest. The current balance on that loan is \$894,104. The original two-year term of the predevelopment loan came due in 2023 and has been extended to 2027.

While MCDP is young, its financial transactions are increasingly complicated, and it will lay important groundwork for future financial stability to get an audit for operations through end of 2025.

Recommendations

I recommend a loan of \$360,000 with a 30-year term, to be repaid from cashflow with specific terms to be negotiated before executing loan documents and conditioned upon satisfactory review of the following prior to loan closing:

- Transfer of land consistent with project terms; and
- Executed Joint Venture agreements.

Project Operating Pro Forma

Date September 11, 2025
 Project Name Lambert Woods North
 Project Address 622 Auburn, Portland
 Developer/Sponsor POAH/MCDP

<u>Rental Income</u>				<u>Maximum LIHTC Rents</u>							
Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
1 BR	8	525	4200	60%	\$1,460	\$126		\$1,334	2.54	\$10,672	\$128,064
1 BR	26	525	13650	60%	\$1,460	\$182		\$1,278	2.43	\$33,228	\$398,736
2 BR	10	744	7440	60%	\$1,753	\$146		\$1,607	2.16	\$16,070	\$192,840
3 BR	28	1118	31304	60%	\$2,025	\$169		\$1,856	1.66	\$51,968	\$623,616
Total:	72		56594							\$111,938	\$1,343,256

\$143,184

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

		Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income												
Sch. Gross Income - Residential		\$1,343,256	\$18,656	\$1,370,121	\$1,397,524	\$1,425,474	\$1,453,983	\$1,483,063	\$1,512,724	\$1,542,979	\$1,573,838	\$1,605,315
Vacancy Loss	5.0%	(\$67,163)	(\$933)	(\$68,506)	(\$69,876)	(\$71,274)	(\$72,699)	(\$74,153)	(\$75,636)	(\$77,149)	(\$78,692)	(\$80,266)
Other income (laundry)		\$8,208	\$114	\$8,372	\$8,540	\$8,710	\$8,885	\$9,062	\$9,244	\$9,428	\$9,617	\$9,809
TIF (inflated at 2%)	75%	\$91,331	\$1,268	\$93,158	\$95,021	\$96,921	\$98,860	\$100,837	\$102,854	\$104,911	\$107,009	\$109,149
Effective Gross Income		\$1,375,632	\$19,106	\$1,403,145	\$1,431,208	\$1,459,832	\$1,489,029	\$1,518,809	\$1,549,186	\$1,580,169	\$1,611,773	\$1,644,008

Administrative												
Management Fee	5.6%	\$75,112	\$1,043	\$77,365	\$79,686	\$82,077	\$84,539	\$87,075	\$89,688	\$92,378	\$95,150	\$98,004
Management Charges	3.8%	\$51,163	\$711	\$52,698	\$54,279	\$55,907	\$57,584	\$59,312	\$61,091	\$62,924	\$64,812	\$66,756
Marketing Expense		\$3,000	\$42	\$3,090	\$3,183	\$3,278	\$3,377	\$3,478	\$3,582	\$3,690	\$3,800	\$3,914
Legal		\$7,500	\$104	\$7,725	\$7,957	\$8,195	\$8,441	\$8,695	\$8,955	\$9,224	\$9,501	\$9,786
Audit & Accounting		\$12,000	\$167	\$12,360	\$12,731	\$13,113	\$13,506	\$13,911	\$14,329	\$14,758	\$15,201	\$15,657
Admin Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative		\$148,775	\$2,066	\$153,238	\$157,835	\$162,570	\$167,448	\$172,471	\$177,645	\$182,974	\$188,464	\$194,118

Supportive Services		\$31,963	\$444	\$32,922	\$33,910	\$34,927	\$35,975	\$37,054	\$38,165	\$39,310	\$40,490	\$41,704
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Utilities												
Fuel Oil			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$43,161	\$599	\$44,456	\$45,790	\$47,163	\$48,578	\$50,035	\$51,536	\$53,083	\$54,675	\$56,315
Water / Sewer		\$44,440	\$617	\$45,773	\$47,146	\$48,561	\$50,018	\$51,518	\$53,064	\$54,656	\$56,295	\$57,984
Other security camera contracts		\$13,700	\$190	\$14,111	\$14,534	\$14,970	\$15,419	\$15,882	\$16,359	\$16,849	\$17,355	\$17,875
Total Utilities		\$101,301	\$1,407	\$104,340	\$107,470	\$110,694	\$114,015	\$117,436	\$120,959	\$124,587	\$128,325	\$132,175

Total incl Utility Allowance

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$78,563	\$1,091	\$80,920	\$83,347	\$85,848	\$88,423	\$91,076	\$93,808	\$96,623	\$99,521	\$102,507
Janitorial	\$43,963	\$611	\$45,282	\$46,640	\$48,040	\$49,481	\$50,965	\$52,494	\$54,069	\$55,691	\$57,362
Trash Removal	\$10,000	\$139	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies	\$20,600	\$286	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095	\$26,878
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Contracts	\$22,100	\$307	\$22,763	\$23,446	\$24,149	\$24,874	\$25,620	\$26,389	\$27,180	\$27,996	\$28,835
Other	\$1,100	\$15	\$1,133	\$1,167	\$1,202	\$1,238	\$1,275	\$1,313	\$1,353	\$1,393	\$1,435
Total Maintenance	\$176,326	\$2,449	\$181,616	\$187,064	\$192,676	\$198,456	\$204,410	\$210,542	\$216,859	\$223,365	\$230,065

Taxes & Insurance												
Real Estate Taxes	2%	\$121,775	\$1,691	\$124,211	\$126,695	\$129,229	\$131,813	\$134,449	\$137,138	\$139,881	\$142,679	\$145,532
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)		\$119,595	\$1,661	\$123,183	\$126,878	\$130,685	\$134,605	\$138,643	\$142,803	\$147,087	\$151,499	\$156,044
Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance		\$241,370	\$3,352	\$247,393	\$253,573	\$259,913	\$266,418	\$273,093	\$279,941	\$286,968	\$294,178	\$301,577

Replacement Reserves	\$32,400	\$450	\$33,372	\$34,373	\$35,404	\$36,466	\$37,560	\$38,687	\$39,848	\$41,043	\$42,275
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	9375	\$732,135	\$10,169	\$752,881	\$774,226	\$796,185	\$818,779	\$842,024	\$865,940	\$890,547	\$915,865	\$941,914
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Net Operating Income		\$643,497	\$8,937	\$650,264	\$656,982	\$663,647	\$670,250	\$676,785	\$683,245	\$689,622	\$695,908	\$702,094
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Debt Service	\$558,634											
Maine Housing Interest Bearing	\$558,714	\$7,760	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714
Second Lien		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$558,714	\$7,760	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714

Cash Flow (after Must Pay Debt)	\$84,783	\$1,178	\$91,550	\$98,268	\$104,933	\$111,536	\$118,071	\$124,531	\$130,908	\$137,194	\$143,380
Debt Service Coverage Ratio	1.15		1.16	1.18	1.19	1.20	1.21	1.22	1.23	1.25	1.26

Cash Flow Debt Payments												
City or County	10.0%	\$8,478	\$118	\$9,155	\$9,827	\$10,493	\$11,154	\$11,807	\$12,453	\$13,091	\$13,719	\$14,338
Developer Fee Loan	90.0%	\$76,305	\$1,060	\$82,395	\$88,442	\$94,439	\$100,382	\$106,264	\$112,078	\$117,817	\$123,475	\$129,042
Cash Flow Retained by Project		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>
Income										
Sch. Gross Income - Residential	\$1,637,422	\$1,670,170	\$1,703,573	\$1,737,645	\$1,772,398	\$1,807,846	\$1,844,003	\$1,880,883	\$1,918,500	\$1,956,870
Vacancy Loss 5.0%	(\$81,871)	(\$83,508)	(\$85,179)	(\$86,882)	(\$88,620)	(\$90,392)	(\$92,200)	(\$94,044)	(\$95,925)	(\$97,844)
Other income (laundry)	\$10,006	\$10,206	\$10,410	\$10,618	\$10,830	\$11,047	\$11,268	\$11,493	\$11,723	\$11,958
TIF 75%	\$111,332	\$113,559	\$115,830	\$118,147	\$120,510	\$122,920	\$125,378	\$127,886	\$130,444	\$133,052
Effective Gross Income	\$1,676,888	\$1,710,426	\$1,744,635	\$1,779,527	\$1,815,118	\$1,851,420	\$1,888,449	\$1,926,218	\$1,964,742	\$2,004,037
Administrative										
Advertising	\$100,944	\$103,973	\$107,092	\$110,305	\$113,614	\$117,022	\$120,533	\$124,149	\$127,873	\$131,709
Office Payroll & Benefits	\$68,759	\$70,822	\$72,946	\$75,135	\$77,389	\$79,710	\$82,102	\$84,565	\$87,102	\$89,715
Office Supplies, Phone, Misc.	\$4,032	\$4,153	\$4,277	\$4,406	\$4,538	\$4,674	\$4,814	\$4,959	\$5,107	\$5,261
Mngr or Super Rent Free Unit	\$10,079	\$10,382	\$10,693	\$11,014	\$11,344	\$11,685	\$12,035	\$12,396	\$12,768	\$13,151
Audit & Accounting	\$16,127	\$16,611	\$17,109	\$17,622	\$18,151	\$18,696	\$19,256	\$19,834	\$20,429	\$21,042
Admin Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$199,941	\$205,939	\$212,118	\$218,481	\$225,036	\$231,787	\$238,740	\$245,902	\$253,279	\$260,878
Supportive Services	\$42,956	\$44,244	\$45,572	\$46,939	\$48,347	\$49,797	\$51,291	\$52,830	\$54,415	\$56,047
Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$58,005	\$59,745	\$61,537	\$63,383	\$65,285	\$67,243	\$69,261	\$71,339	\$73,479	\$75,683
Water / Sewer	\$59,724	\$61,515	\$63,361	\$65,262	\$67,219	\$69,236	\$71,313	\$73,453	\$75,656	\$77,926
Other	\$18,412	\$18,964	\$19,533	\$20,119	\$20,722	\$21,344	\$21,984	\$22,644	\$23,323	\$24,023
Total Utilities	\$136,140	\$140,224	\$144,431	\$148,764	\$153,227	\$157,824	\$162,558	\$167,435	\$172,458	\$177,632

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$105,582	\$108,750	\$112,012	\$115,372	\$118,834	\$122,399	\$126,071	\$129,853	\$133,748	\$137,761
Exterminating	\$59,083	\$60,855	\$62,681	\$64,561	\$66,498	\$68,493	\$70,548	\$72,664	\$74,844	\$77,089
Trash Removal	\$13,439	\$13,842	\$14,258	\$14,685	\$15,126	\$15,580	\$16,047	\$16,528	\$17,024	\$17,535
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$27,685	\$28,515	\$29,371	\$30,252	\$31,159	\$32,094	\$33,057	\$34,049	\$35,070	\$36,122
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elevator, HVAC, pool contracts	\$29,701	\$30,592	\$31,509	\$32,455	\$33,428	\$34,431	\$35,464	\$36,528	\$37,624	\$38,752
Other	\$1,478	\$1,523	\$1,568	\$1,615	\$1,664	\$1,714	\$1,765	\$1,818	\$1,873	\$1,929
Total Maintenance	\$236,967	\$244,076	\$251,399	\$258,941	\$266,709	\$274,710	\$282,951	\$291,440	\$300,183	\$309,189

Taxes & Insurance										
Real Estate Taxes or PILOT	\$148,443	\$151,412	\$154,440	\$157,529	\$160,680	\$163,893	\$167,171	\$170,514	\$173,925	\$177,403
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$160,726	\$165,547	\$170,514	\$175,629	\$180,898	\$186,325	\$191,915	\$197,672	\$203,602	\$209,711
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$309,169	\$316,959	\$324,954	\$333,158	\$341,578	\$350,218	\$359,086	\$368,187	\$377,527	\$387,114

Replacement Reserves	\$43,543	\$44,849	\$46,195	\$47,580	\$49,008	\$50,478	\$51,992	\$53,552	\$55,159	\$56,814
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$968,716	\$996,293	\$1,024,668	\$1,053,863	\$1,083,904	\$1,114,814	\$1,146,620	\$1,179,346	\$1,213,022	\$1,247,673
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Net Operating Income	\$708,172	\$714,133	\$719,967	\$725,664	\$731,214	\$736,606	\$741,829	\$746,871	\$751,720	\$756,364
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Debt Service										
First Lien	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714
Second Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714

Cash Flow (after Must Pay Debt)	\$149,458	\$155,419	\$161,253	\$166,950	\$172,500	\$177,892	\$183,115	\$188,157	\$193,006	\$197,650
Debt Service Coverage Ratio	1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.35

Cash Flow Debt Payments											Cash Flow D
City or County	10.0%	\$14,946	\$15,542	\$16,125	\$16,695	\$17,250	\$17,789	\$18,311	\$18,816	\$19,301	\$19,765
Developer Fee Loan	90.0%	\$134,513	\$139,877	\$145,128	\$150,255	\$155,250	\$160,103	\$164,803	\$169,341	\$173,706	\$177,885
Cash Flow Retained by Project		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

		<u>Year 21</u>	<u>Year 22</u>	<u>Year 23</u>	<u>Year 24</u>	<u>Year 25</u>	<u>Year 26</u>	<u>Year 27</u>	<u>Year 28</u>	<u>Year 29</u>	<u>Year 30</u>
Income											
Sch. Gross Income - Residential		\$1,996,008	\$2,035,928	\$2,076,646	\$2,118,179	\$2,160,543	\$2,203,754	\$2,247,829	\$2,292,786	\$2,338,641	\$2,385,414
Vacancy Loss	0.0%	(\$99,800)	(\$101,796)	(\$103,832)	(\$105,909)	(\$108,027)	(\$110,188)	(\$112,391)	(\$114,639)	(\$116,932)	(\$119,271)
Other income (laundry)		\$12,197	\$12,441	\$12,689	\$12,943	\$13,202	\$13,466	\$13,735	\$14,010	\$14,290	\$14,576
TIF	75%	\$135,713	\$138,428	\$141,196	\$144,020	\$146,901	\$149,839	\$152,835	\$155,892	\$159,010	\$162,190
Effective Gross Income		\$2,044,117	\$2,085,000	\$2,126,700	\$2,169,234	\$2,212,618	\$2,256,871	\$2,302,008	\$2,348,048	\$2,395,009	\$2,442,910
Administrative											
Advertising		\$135,661	\$139,730	\$143,922	\$148,240	\$152,687	\$157,268	\$161,986	\$166,845	\$171,851	\$177,006
Office Payroll & Benefits		\$92,406	\$95,178	\$98,034	\$100,975	\$104,004	\$107,124	\$110,338	\$113,648	\$117,057	\$120,569
Office Supplies, Phone, Misc.		\$5,418	\$5,581	\$5,748	\$5,921	\$6,098	\$6,281	\$6,470	\$6,664	\$6,864	\$7,070
Mngr or Super Rent Free Unit		\$13,546	\$13,952	\$14,371	\$14,802	\$15,246	\$15,703	\$16,174	\$16,660	\$17,159	\$17,674
Audit & Accounting		\$21,673	\$22,324	\$22,993	\$23,683	\$24,394	\$25,125	\$25,879	\$26,655	\$27,455	\$28,279
Admin Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative		\$268,704	\$276,765	\$285,068	\$293,620	\$302,429	\$311,502	\$320,847	\$330,472	\$340,386	\$350,598
Supportive Services		\$57,729	\$59,461	\$61,244	\$63,082	\$64,974	\$66,923	\$68,931	\$70,999	\$73,129	\$75,323
Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas		\$77,954	\$80,292	\$82,701	\$85,182	\$87,737	\$90,370	\$93,081	\$95,873	\$98,749	\$101,712
Water / Sewer		\$80,264	\$82,671	\$85,152	\$87,706	\$90,337	\$93,047	\$95,839	\$98,714	\$101,676	\$104,726
Other		\$24,744	\$25,486	\$26,251	\$27,038	\$27,849	\$28,685	\$29,545	\$30,432	\$31,345	\$32,285
Total Utilities		\$182,961	\$188,450	\$194,103	\$199,926	\$205,924	\$212,102	\$218,465	\$225,019	\$231,769	\$238,722

Maintenance	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Janitorial	\$141,894	\$146,150	\$150,535	\$155,051	\$159,702	\$164,493	\$169,428	\$174,511	\$179,746	\$185,139
Exterminating	\$79,402	\$81,784	\$84,238	\$86,765	\$89,368	\$92,049	\$94,810	\$97,655	\$100,584	\$103,602
Trash Removal	\$18,061	\$18,603	\$19,161	\$19,736	\$20,328	\$20,938	\$21,566	\$22,213	\$22,879	\$23,566
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$37,206	\$38,322	\$39,472	\$40,656	\$41,876	\$43,132	\$44,426	\$45,759	\$47,131	\$48,545
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elevator, HVAC, pool contracts	\$39,915	\$41,113	\$42,346	\$43,616	\$44,925	\$46,272	\$47,661	\$49,090	\$50,563	\$52,080
Other	\$1,987	\$2,046	\$2,108	\$2,171	\$2,236	\$2,303	\$2,372	\$2,443	\$2,517	\$2,592
Total Maintenance	\$318,464	\$328,018	\$337,859	\$347,995	\$358,434	\$369,187	\$380,263	\$391,671	\$403,421	\$415,524

Taxes & Insurance										
Real Estate Taxes or PILOT	\$180,951	\$184,570	\$188,262	\$192,027	\$195,867	\$199,785	\$203,780	\$207,856	\$212,013	\$216,253
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$216,002	\$222,482	\$229,156	\$236,031	\$243,112	\$250,405	\$257,918	\$265,655	\$273,625	\$281,833
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$396,953	\$407,052	\$417,418	\$428,058	\$438,979	\$450,190	\$461,698	\$473,511	\$485,638	\$498,087

Replacement Reserves	\$58,518	\$60,274	\$62,082	\$63,944	\$65,863	\$67,838	\$69,874	\$71,970	\$74,129	\$76,353
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$1,283,329	\$1,320,020	\$1,357,775	\$1,396,625	\$1,436,604	\$1,477,743	\$1,520,078	\$1,563,642	\$1,608,473	\$1,654,607
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Net Operating Income	\$760,788	\$764,980	\$768,925	\$772,609	\$776,015	\$779,128	\$781,931	\$784,406	\$786,537	\$788,303
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Debt Service										
First Lien	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714
Second Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714	\$558,714

Cash Flow (after Must Pay Debt)	\$202,074	\$206,266	\$210,211	\$213,895	\$217,301	\$220,414	\$223,217	\$225,692	\$227,823	\$229,589
Debt Service Coverage Ratio	1.36	1.37	1.38	1.38	1.39	1.39	1.40	1.40	1.41	1.41

Debt Payments										
City or County	0.0%	\$20,207	\$20,627	\$21,021	\$21,389	\$21,730	\$22,041	\$22,322	\$22,569	\$22,782
Developer Fee Loan	0.0%	\$181,867	\$185,640	\$189,190	\$192,505	\$195,571	\$198,372	\$200,895	\$203,123	\$205,040
Cash Flow Retained by Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Development Budget with Permanent Sources

Date 9/11/2025
Project Name Lambert Woods North
Project Address 622 Auburn, Portland
Developer/Sponsor POAH (in JV with MCDP)

Total Units 72
Total Square Feet 60,470

	Capital Application Costs 9.25			Change		Total Change	
	Total	Per Unit	Per Sq Ft	TIF Commitment to Capital Ask		Initial to Final	
Sources of Funds							
Permanent Financing - Maine Housing interest bearing	\$10,158,429	\$141,089	\$168	\$ 482,885	5%	\$765,718	8%
Maine Housing 0% Deferred	\$8,496,000	\$118,000	\$140	\$ -	0%	\$0	0%
Permanent Financing - City of Portland	\$360,000	\$5,000	\$6	\$ 360,000	#DIV/0!	\$360,000	#DIV/0!
Equity (LIHTC net syndication) \$ 11,329,215	\$11,339,414	\$157,492	\$188	\$ 597,296	6%	\$1,537,514	16%
Deferred development fee	\$3,000,000	\$41,667	\$50	\$ -	0%	\$1,630,000	119%
Other POAH Sponsor Loan (CMF & Efficiency Maine)	\$1,216,322	\$16,893	\$20	\$ 958,047	371%	\$1,216,322	#DIV/0!
Total Sources of Funds	\$34,570,165	\$480,141	\$572	\$ 2,398,228	7%	\$5,509,554	19%

Uses of Funds

Hard Costs							
Site Improvements	\$4,000,273	\$55,559	\$68	\$ 1,132,934	40%	\$1,202,934	43%
Rehabilitation		\$0	\$0				
New Construction \$1,375,000.00	\$17,332,437	\$240,728	\$287	\$ 1,258,931	8%	\$1,657,741	11%
Contractor's Profit & Gen. Requirements 12.0%	\$1,372,195	\$19,058	\$23	\$ (1,092,512)	-44%	(\$841,387)	-38%
Hazardous Materials abatement (if contracted separ: \$1,411,286.00		\$0	\$0				
Demolition Cost (if contracted separately)		\$0	\$0				
Bond Premium	\$391,298	\$5,435	\$6	\$ 62,798	19%	\$65,939	20%
Other Solar	\$627,206	\$8,711	\$10	\$ 352,206	128%	\$627,206	#DIV/0!
Hard Cost Contingency (% of hard costs) 6.3%	\$1,154,810	\$16,039	\$19	\$ 54,357	5%	\$104,261	10%
Total Hard Costs	\$24,878,219	\$345,531	\$411	\$ 1,768,714	8%	\$2,816,694	13%
627,797.00 POAH Total excludes solar							

Soft Costs							
Building Permit & Fees	\$750,000	\$10,417	\$12	\$ (86,000)	-10%	(\$87,000)	-10%
Survey & Engineering \$ 556,796.00	\$556,796	\$7,733	\$9	\$ 458,796	468%	\$458,796	468%
Design & Permitting (% of const exp) 4.0%	\$1,338,048	\$18,584	\$22	\$ 250,441	23%	\$605,441	83%
Borrower Legal (all closings, excluding syndication legal)	\$185,000	\$2,569	\$3	\$ 75,000	68%	\$85,000	85%
Title & Recording	\$64,000	\$889	\$1	\$ 14,000	28%	\$39,000	156%
Accounting	\$50,000	\$694	\$1	\$ -	0%	\$30,000	150%
Construction Period Taxes	\$30,000	\$417	\$0	\$ -	0%	\$0	0%
Construction Period Insurance	\$225,000	\$3,125	\$4	\$ 75,000	50%	\$165,000	275%
Other: Owners Construction Rep		\$0	\$0				
Other		\$0	\$0				
Total Soft Costs	\$3,198,844	\$44,428	\$53	\$ 787,237	33%	\$1,246,237	64%

Financing Costs							
Construction Loan Origination Fees		\$0	\$0				
Construction Period Interest	\$906,000	\$12,583	\$15	\$ 24,642	3%	(\$217,000)	-19%
Lender Inspection Fees	\$27,000	\$375	\$0	\$ 27,000	#DIV/0!	\$27,000	#DIV/0!
Letter of Credit Fee		\$0	\$0				
Permanent Loan Fee	\$359,800	\$4,997	\$6	\$ 24,800	7%	\$53,800	18%
Construction Lender Legal		\$0	\$0				
Other Tax Credit Monitoring Fee	\$174,860	\$2,429	\$3	\$ 174,860	#DIV/0!	\$174,860	#DIV/0!
Total Financing Costs	\$1,467,660	\$20,384	\$24	\$ 53,740	4%	(\$139,944)	-9%
Miscellaneous							
Market Survey	\$10,000	\$139	\$0	\$ (20,000)	-67%	(\$5,000)	-33%
Appraisal	\$12,000	\$167	\$0	\$ -	0%	(\$3,000)	-20%
Environmental Study	\$ 15,000.00	\$0	\$0	\$ (20,000)	-100%		
LIHTC Fees -- prepaid monitoring		\$0	\$0				
Other: FF&E	\$95,000	\$1,319	\$2	\$ (15,000)	-14%	\$0	0%
Relocation Costs		\$0	\$0				
Other		\$0	\$0				
Soft Cost Contingency (% of soft costs excl Dev Fee)	\$71,637	\$995	\$1	\$ (136,591)	-66%	(\$82,132)	-53%
Total Miscellaneous:	\$188,637	\$2,620	\$3	\$ (358,623)	-66%	(\$249,240)	-67%
Acquisition							
Acquisition: Buildings		\$0	\$0				
Acquisition: Land	\$5	\$0	\$0	\$ -	0%	\$0	0%
Acquisition: Legal		\$0	\$0				
Other		\$0	\$0				
Total Acquisition	\$5	\$0	\$0	\$ -	0%	\$0	0%
Reserves and Developer Fee							
Operating Deficit Escrow	\$645,424	\$8,964	\$11	\$ 50,262	8%	\$39,177	6%
Prefunded Replacement Reserve	\$190,959	\$2,652	\$3	\$ (26,382)	-12%	\$34,212	22%
Taxes & Insurance Escrow	\$ 185,193.00	\$200,415	\$3	\$ 123,278	160%	\$132,415	195%
Developer Fee PAID	\$750,000	\$10,417	\$12	\$ -	0%	\$0	0%
Developer Fee Deferred	\$3,000,000	\$41,667	\$50	\$ -	0%	\$1,630,000	119%
Rent Up Reserve & Marketing		\$0	\$0				
Other : Working Capital + "Insurance Reserve"	\$ 50,000.00	\$50,000	\$694	\$ -	0%	\$0	0%
Total Reserves and Developer Fee	\$4,836,798	\$67,178	\$80	\$ 147,158	3%	\$1,835,804	61%
Total Uses of Funds							
	\$34,570,163	\$480,141	\$572	\$ 2,398,226	7%	\$5,509,551	19%

Developer Fee Analysis: Total Fees: \$3,750,000
(excluding reserves & developer fee) percent of TDC: 12.61%

MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: October 7, 2025

SUBJECT: Order 65-25/26 Appropriating \$5,500,000 from the Portland International Jetport's Unrestricted Funds for a Battery Energy Storage System and Authorizing the Acceptance of Grants and Incentives - Sponsored by the Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

SPONSOR: Sustainability and Transportation Committee, Regina Phillips, Chair. The Committee met on February 12, 2025 and voted 3-0 to recommend this project to the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/6/2025

Final

Action 10/20/2025

Can action be taken at a later date: No , energy storage projects using the Federal Direct Pay Clean Electricity Investment Credit (CEIC) will be impacted by additional Foreign Entity of Concern (FEOC) restrictions if they have not commenced by December 31, 2025. The Jetport is seeking action on this item in October to avoid further restrictions on the CEIC.

Does this item involve a new contract with the City: Yes

PRESENTATION: Paul Bradbury, Jetport Director, will present this item, and be available to answer any Council questions.

I. SUMMARY

The Portland International Jetport is requesting a \$5.5 million appropriation from its unrestricted funds to install a Battery Energy Storage System (BESS) to provide electrical supply resiliency and reduce electrical consumption during ISO New England peak demand periods.

II. AGENDA DESCRIPTION

On February 12, 2025 the Sustainability & Transportation Committee voted unanimously to recommend this to the City Council for approval.

This order requests the Council appropriate total funding of \$5.5 million from the Jetport's unrestricted funds for a Battery Energy Storage System (BESS) project at the Portland International Jetport. The project will offset the Jetport's electrical loads during peak annual demand hours for ISO-New England and provide needed electrical system resiliency for the Jetport during utility power outages.

The \$5.5 million cost of the project will be offset by a Federal Direct Pay Clean Electricity Investment Credit (CEIC) estimated at \$2.1 million, Efficiency Maine Trust incentives payments estimated at \$900,000, and electric bill savings (ICAP-Installed Capacity Market, transmission, and distribution) that results in a projected payback for the project of 8.6 years.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The proposed project provides for the installation of a 1.9 MW /5.14 MWhr battery energy storage system (BESS) at the Jetport. The BESS will serve two functions:

1. It will allow the Jetport to offset load during the expected peak hours of demand by ISO New England. This allows the Jetport to eliminate loads during 15 of the peak annual demand hours for ISO-New England. Energy storage systems such as this BESS project will equip the region to take full advantage of non-continuous renewable energy sources such as wind and solar. This will reduce the need to add short-term peak demand natural gas and other combustion-based short-duration standby electrical power plants to meet ISO New England's Installed Capacity (ICAP) requirement.
2. It will provide needed electrical system resiliency during utility power outages. The Jetport experienced several utility electrical power interruptions in 2024. The terminal building is equipped with diesel generators, but these only cover life safety and limited operating loads during an outage. This severely limits the ability for the Jetport to conduct passenger operations during an outage. This project will provide full electrical back-up and resiliency to the portion of the terminal building completed in 2012. This means all airline ticket counters, the TSA security screening checkpoint, boarding bridges at gates 6 through 14, and the outbound baggage handling system will all be supported for up to five hours during a utility outage. Generally, utility outages at the Jetport have been less than three hours, but even this relatively short time frame causes significant delays and diversions of flight operations.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This BESS project is an initial step in using energy storage to reduce peak electrical demands in the region and better match electrical production, including wind and solar, to needed demand through energy storage. This project supports the City Council's goals outlined in the City's Climate Action Plan, [One Climate Future](#).

V. FINANCIAL IMPACT

The \$5.5 million project would be funded from the Jetport's unrestricted fund balance, but will leverage electric bill savings, an Efficiency Maine commercial energy storage systems incentive agreement payments, and direct federal investment tax credit to achieve an 8.6-year payback on the initial investment. The projected cash flows and payback calculation are provided in the attached project financial pro forma and summarized below.

1. The project would be constructed with an immediate investment of \$5.5 million in Jetport unrestricted funds.
2. Upon completion of construction, the Jetport would apply for 40% of eligible project costs totaling \$2.1 million in reimbursement through the Inflation Reduction Act's provision allowing local governments to receive Federal Direct Pay Clean Electricity Investment Credits (CEIC) in support of clean energy projects like battery storage.
3. Efficiency Maine incentive payments estimated at \$1.08 million over the first ten years of operation.
4. Electrical demand, transmission, and distribution savings over the first ten years of the BESS project operation estimated to be \$3.2 million.

VI. STAFF ANALYSIS AND BACKGROUND

This project supports the City's One Climate Future goals and will provide a battery energy storage demonstration project for the region. Additionally, it provides a significant increase in operational resiliency for the Jetport during utility power outages.

VII. RECOMMENDATION

Portland International Jetport staff fully support this project and recommends the Council appropriate \$5.5 million from Jetport unrestricted funds to provide the initial capital investment to allow the project to proceed.

VIII. LIST ATTACHMENTS

1. Order - Appropriating 5.5M from Jetport Unrestricted Funds for Battery
2. Attachment A _BESS Financial Pro Forma
3. Attachment B _BESS Proposed Site Plan

4. Attachment D_Efficiency Maine funding Incentive Agreement
5. Attachment C_Project Description for Efficiency Maine funding Application

Prepared by:

Paul Bradbury, Jetport Director

Date: 10/07/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$5,500,000 FROM THE PORTLAND INTERNATIONAL
JETPORT'S UNRESTRICTED FUNDS FOR A BATTERY ENERGY STORAGE
SYSTEM AND AUTHORIZING THE ACCEPTANCE OF GRANTS AND INCENTIVES**

WHEREAS, the Portland International Jetport seeks to install a 1.9 megawatt / 5.14 megawatt hour Li-Ion Battery Energy Storage System (BESS) to offset the Jetport's electrical loads during peak annual demand hours for ISO-New England; and

WHEREAS, this project will provide needed electrical system resiliency for the Jetport during utility power outages; and

WHEREAS, the total cost of the project is estimated at \$5.5 million; and

WHEREAS, the project's cost will be offset by a Federal Direct Pay Clean Electricity Investment Credit (CEIC) estimated at \$2.1 million and Efficiency Maine Trust incentive payments estimated at \$900,000, for a total of \$3.0 million in offsets; and

WHEREAS, the project is financially justified by projected electric bill savings (ICAP-Installed Capacity Market, transmission, and distribution) which result in a projected payback period of 8.6 years.

NOW, THEREFORE, BE IT ORDERED, that the City Council of the City of Portland hereby appropriates the amount of \$5.5 million from the Portland International Jetport's Unrestricted Funds for the installation of a Battery Energy Storage System (BESS) project; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to accept all Federal Direct Pay Clean Electricity Investment Credits and Efficiency Maine Trust incentives and to execute any and all agreements, contracts, and documents required to complete this project.

Attachment A

Portland Jetport Battery Storage Financial Pro Forma Ameresco Proposal

Scenario #1: 5 MWh System, Investment Tax Credit Equals 40% of Installed Cost



Pricing Date	EPC Price	Increase (\$)	Increase (%)
10/2/2024	\$4,209,474		
4/14/2025	\$4,573,230	\$363,756	9%
7/30/2025	\$5,272,712	\$1,063,238	25%

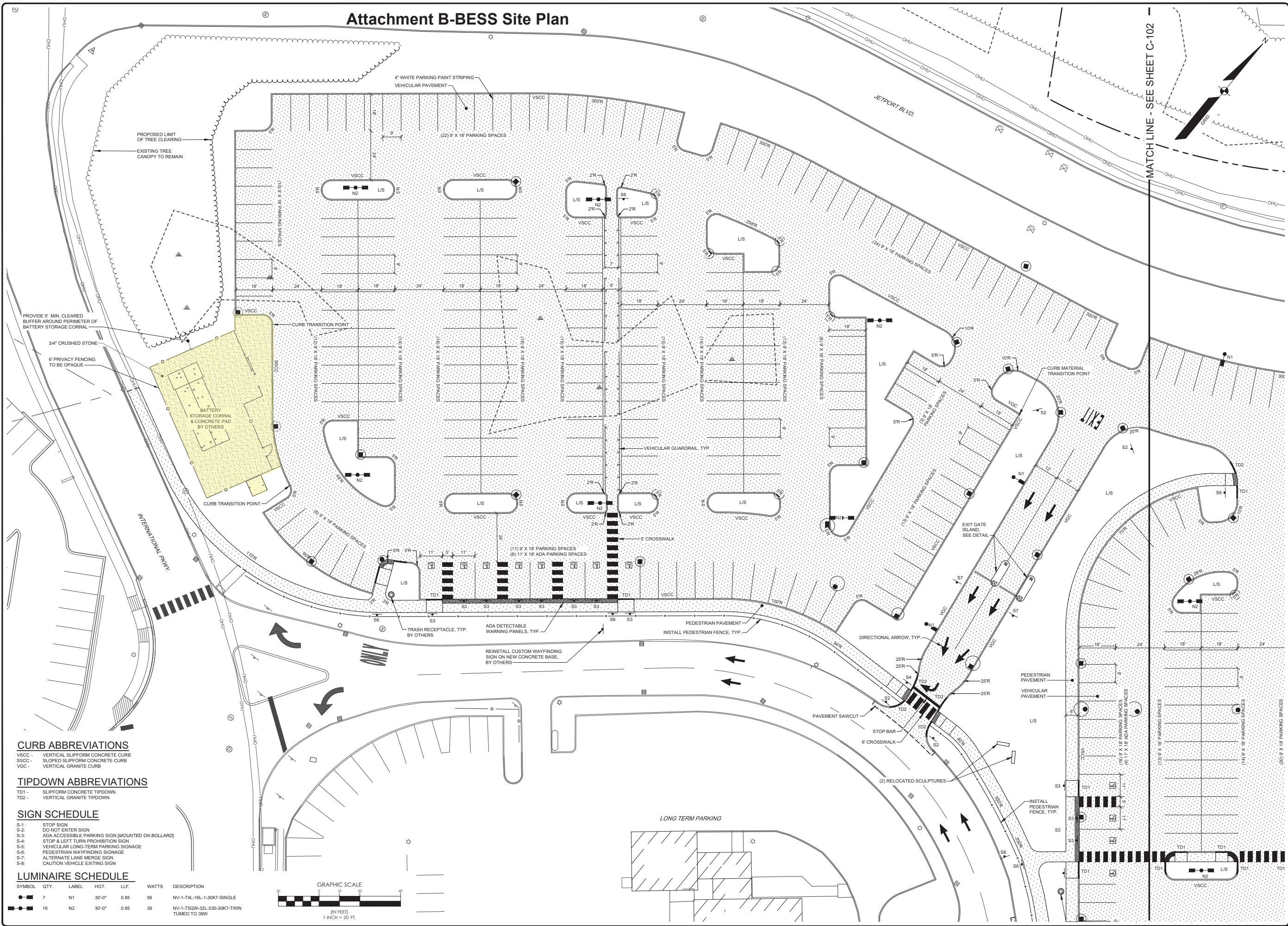
Value Generated (Electric Bill Savings + Program Payments)							Ongoing Costs for Jetport				Jetport Net Savings			System Payback	8.6 yrs
Year	ICAP Bill Savings	Transmission Bill Savings	Distribution Bill Savings	Efficiency ME Summer DR	Federal CEIC Direct Pay	Total Value Generated	CES Ops Support	Ameresco O&M Cost	Charging Losses	Total Annual Ops Cost	Annual Net Savings	Cumulative Net Savings			
0											(\$5,272,712)				
1	\$40,404	\$189,998	\$38,100	\$190,000	\$2,109,085	\$2,567,586	\$45,850	\$32,393	\$8,182	\$86,425	\$2,481,161	\$2,481,161	(\$2,791,551)		
2	\$53,893	\$192,264	\$37,869	\$183,350		\$467,377	\$46,738	\$33,365	\$8,345	\$88,448	\$378,929	\$2,860,090	(\$2,412,622)		
3	\$118,560	\$194,988	\$38,399	\$180,500		\$532,447	\$53,245	\$34,366	\$8,512	\$96,123	\$436,325	\$3,296,415	(\$1,976,297)		
4	\$119,022	\$199,586	\$38,927	\$177,650		\$535,184	\$53,518	\$35,397	\$8,683	\$97,598	\$437,587	\$3,734,001	(\$1,538,711)		
5	\$120,104	\$205,349	\$39,666	\$175,750		\$540,869	\$54,087	\$36,459	\$8,856	\$99,402	\$441,467	\$4,175,468	(\$1,097,244)		
6	\$121,181	\$211,254	\$40,414	\$34,770		\$407,620	\$61,143	\$37,552	\$9,033	\$107,729	\$299,891	\$4,475,359	(\$797,353)		
7	\$122,254	\$217,303	\$41,172	\$34,390		\$415,119	\$62,268	\$38,679	\$9,214	\$110,161	\$304,958	\$4,780,318	(\$492,394)		
8	\$124,010	\$224,747	\$42,172	\$34,200		\$425,130	\$63,769	\$39,839	\$9,398	\$113,007	\$312,123	\$5,092,440	(\$180,272)		
9	\$125,085	\$231,140	\$42,955	\$33,820		\$433,000	\$64,950	\$41,034	\$9,586	\$115,571	\$317,429	\$5,409,869	\$137,157		
10	\$126,870	\$236,758	\$43,354	\$33,630		\$440,613	\$66,092	\$42,266	\$9,778	\$118,135	\$322,477	\$5,732,346	\$459,634		
11	\$95,959	\$218,123	\$43,507	\$33,250		\$390,839	\$58,626	\$43,533	\$9,974	\$112,133	\$278,706	\$6,011,053	\$738,341		
12	\$97,319	\$222,298	\$43,908	\$33,060		\$396,585	\$59,488	\$44,839	\$10,173	\$114,500	\$282,085	\$6,293,137	\$1,020,425		
13	\$98,695	\$226,546	\$44,310	\$32,870		\$402,421	\$60,363	\$46,185	\$10,377	\$116,924	\$285,497	\$6,578,634	\$1,305,922		
14	\$100,087	\$230,868	\$44,715	\$32,680		\$408,349	\$61,252	\$47,570	\$10,584	\$119,407	\$288,943	\$6,867,576	\$1,594,864		
15	\$101,495	\$235,264	\$45,122	\$32,490		\$414,370	\$62,156	\$48,997	\$10,796	\$121,949	\$292,422	\$7,159,998	\$1,887,286		
16	\$102,314	\$238,325	\$45,263	\$32,110		\$418,012	\$62,702	\$50,467	\$11,012	\$124,181	\$293,831	\$7,453,829	\$2,181,117		
17	\$103,125	\$241,392	\$45,398	\$31,730		\$421,645	\$63,247	\$51,981	\$11,232	\$126,460	\$295,185	\$7,749,014	\$2,476,302		
18	\$104,558	\$245,945	\$45,803	\$31,540		\$427,846	\$64,177	\$53,541	\$11,457	\$129,174	\$298,672	\$8,047,686	\$2,774,974		
19	\$106,007	\$250,575	\$46,210	\$31,350		\$434,142	\$65,121	\$55,147	\$11,686	\$131,954	\$302,188	\$8,349,874	\$3,077,162		
20	\$107,471	\$255,283	\$46,619	\$31,160		\$440,533	\$66,080	\$56,801	\$11,919	\$134,801	\$305,733	\$8,655,607	\$3,382,895		
IRR															
Years 1-10	\$1,071,384	\$2,103,387	\$403,028	\$1,078,060	\$2,109,085	\$6,764,945	\$571,660	\$371,349		\$1,032,598	\$5,732,346	2.4%			
NPV	\$801,568	\$1,607,409	\$309,176	\$903,017	\$2,008,652	\$5,629,823	\$433,944	\$283,361		\$785,935	-\$408,404				
Avg Annual	\$107,138	\$210,339	\$40,303	\$107,806		\$676,494	\$57,166	\$37,135		\$103,260	\$573,235				
Years 1-15	\$1,564,938	\$3,236,486	\$624,590	\$1,242,410	\$2,109,085	\$8,777,509	\$873,545	\$602,475		\$1,617,511	\$7,159,998	6.4%			
NPV	\$1,063,575	\$2,208,637	\$426,850	\$990,433	\$2,008,652	\$6,698,147	\$594,193	\$405,870		\$1,096,230	\$313,528				
Avg Annual	\$104,329	\$215,766	\$41,639	\$82,827		\$585,167	\$58,236	\$40,165		\$107,834	\$477,333				
Years 1-20	\$2,088,413	\$4,468,006	\$853,883	\$1,400,300	\$2,109,085	\$10,919,687	\$1,194,871	\$870,412		\$2,264,080	\$8,655,607	8.3%			
NPV	\$1,281,341	\$2,720,705	\$522,282	\$1,056,242	\$2,008,652	\$7,589,221	\$727,854	\$517,147		\$1,364,991	\$906,208				
Avg Annual	\$104,421	\$223,400	\$42,694	\$70,015		\$545,984	\$59,744	\$43,521		\$113,204	\$432,780				

Portland Jetport
Battery Storage Financial Pro Forma
Assumptions & Model Inputs



			CMP Transmission (\$/kW-mo)	CMP Jul&Aug Distribution (\$/kW-mo)	ISO-NE Installed Capacity Price (\$/kW-mo)		Year	Energy Capacity	Usable Energy MWh	Tesla Warranty 120 Annual Cycles	Tesla Warranty 250 Annual Cycles
1.00	MW per summer	Efficiency Maine Trust DR Enrollment	1	\$23.03	\$19.05	\$3.37	1	100.0%	5.00	100.0%	100.0%
0.75	MW per month	Average CMP Demand Charge Reduction	2	\$24.15	\$19.62	\$4.65	2	96.5%	4.83	96.5%	95.0%
1.00	MW per month	CMP Demand Charge Reduction (Jul-Aug)	3	\$24.88	\$20.21	\$10.40	3	95.0%	4.75	95.0%	93.0%
1.00	MW per year	Cap Tag Reduction	4	\$25.87	\$20.82	\$10.61	4	93.5%	4.68	93.5%	91.5%
92%	%	Transmission Success Rate Years 1-10	5	\$26.91	\$21.44	\$10.82	5	92.5%	4.63	92.5%	90.0%
83%	%	Transmission Success Rate Years 11-20	6	\$27.99	\$22.08	\$11.04	6	91.5%	4.58	91.5%	88.5%
100%	%	ICAP Success Rate Years 1-10	7	\$29.10	\$22.75	\$11.26	7	90.5%	4.53	90.5%	87.5%
75%	%	ICAP Success Rate Years 11-20	8	\$30.27	\$23.43	\$11.48	8	90.0%	4.50	90.0%	86.5%
\$200	\$/kw-season	EMT DR Program Rate Years 1-5	9	\$31.48	\$24.13	\$11.71	9	89.0%	4.45	89.0%	85.5%
\$40	\$/kw-season	EMT DR Program Rate Years 6-20	10	\$32.43	\$24.49	\$11.95	10	88.5%	4.43	88.5%	84.5%
95%	%	EMT Average Battery Performance	11	\$33.24	\$24.86	\$12.19	11	87.5%	4.38	87.5%	83.5%
			12	\$34.07	\$25.23	\$12.43	12	87.0%	4.35	87.0%	82.5%
5%	%	NPV Discount Factor	13	\$34.92	\$25.61	\$12.68	13	86.5%	4.33	86.5%	82.0%
			14	\$35.79	\$26.00	\$12.93	14	86.0%	4.30	86.0%	81.0%
			15	\$36.69	\$26.39	\$13.19	15	85.5%	4.28	85.5%	80.5%
			16	\$37.61	\$26.78	\$13.45	16	84.5%	4.23	84.5%	79.5%
			17	\$38.55	\$27.18	\$13.72	17	83.5%	4.18	83.5%	79.0%
			18	\$39.51	\$27.59	\$14.00	18	83.0%	4.15	83.0%	78.0%
			19	\$40.50	\$28.01	\$14.28	19	82.5%	4.13	82.5%	77.5%
			20	\$41.51	\$28.43	\$14.56	20	82.0%	4.10	82.0%	76.5%

Attachment B-BESS Site Plan



CURB ABBREVIATIONS

VSCC - VERTICAL SLIPFORM CONCRETE CURB
SSCC - SLOPED SLIPFORM CONCRETE CURB
VGC - VERTICAL GRANITE CURB

TIPDOWN ABBREVIATIONS

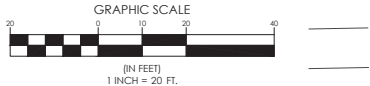
TD1 - SLIPFORM CONCRETE TIPDOWN
TD2 - VERTICAL GRANITE TIPDOWN

SIGN SCHEDULE

S-1: STOP SIGN
S-2: DO NOT ENTER SIGN
S-3: ADA ACCESSIBLE PARKING SIGN (MOUNTED ON BOLLARD)
S-4: STOP & LEFT TURN PROHIBITION SIGN
S-5: VEHICULAR LONG-TERM PARKING SIGNAGE
S-6: PEDESTRIAN WAYFINDING SIGNAGE
S-7: ALTERNATE LANE MERGE SIGN
S-8: CAUTION VEHICLE EXITING SIGN

LUMINAIRE SCHEDULE

SYMBOL	QTY.	LABEL	HGT.	LLF.	WATTS	DESCRIPTION
●	7	N1	30'-0"	0.85	56	NV-1-T4L-16L-1-30K7-SINGLE
●	16	N2	30'-0"	0.85	39	NV-1-T5QW-32L-530-30K7-TWIN TUNED TO 39W



OWENS A. MCCULLOUGH P.E. 7122

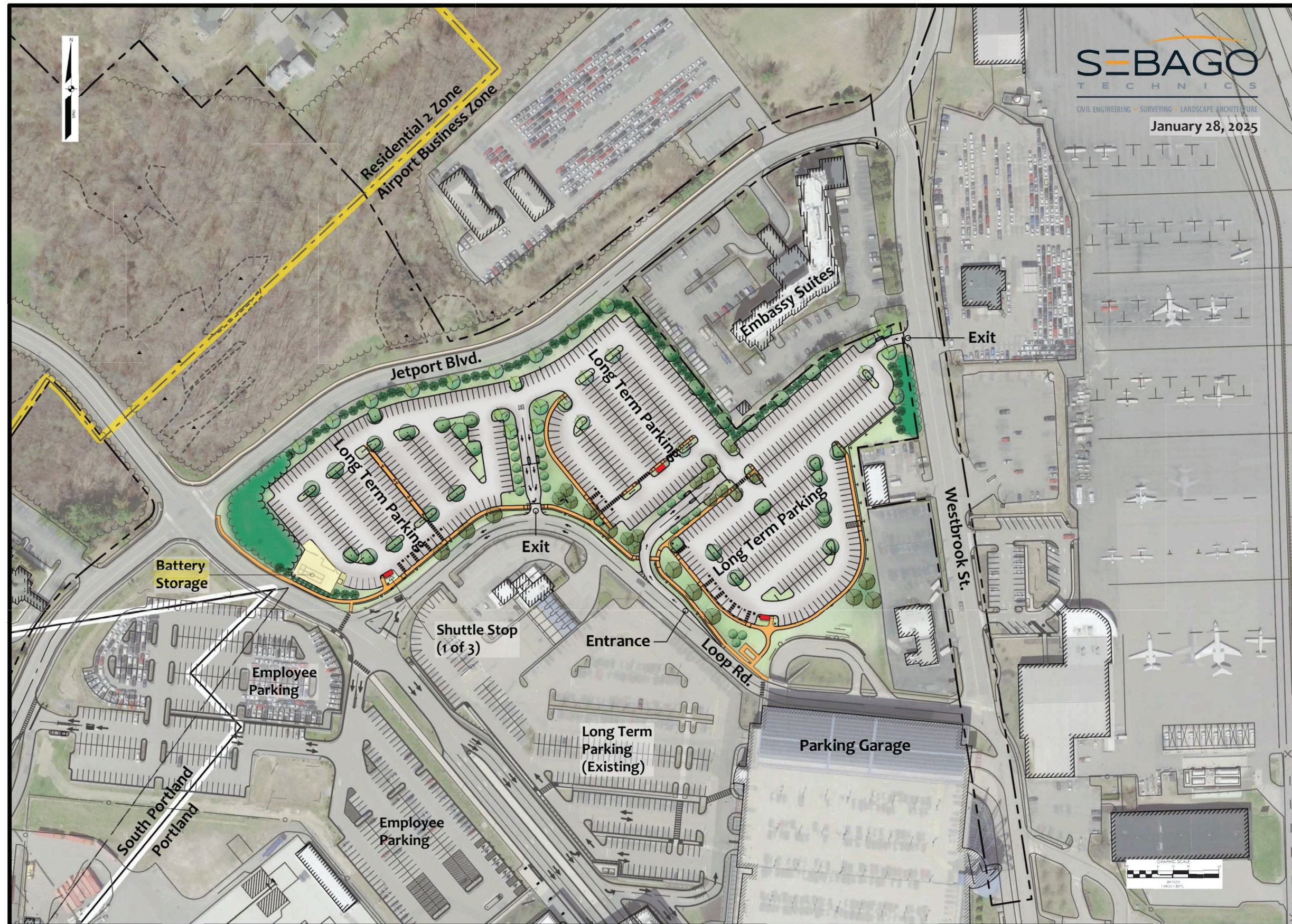
SEABAGO TECHNICS, INC.
1001 WESTBROOK STREET
PORTLAND, MAINE 04102

FOR:
CITY OF PORTLAND
1001 WESTBROOK STREET, PORTLAND, MAINE 04102

DESIGNED: TFG
DRAWN: EPR
CHECKED: PDO
DATE: 02/29/2024
SCALE: 1" = 20'
PROJECT: 19059

SHEET C-103

G OAM 01/10/2025 SHEET C-102 REISSUED TO MAINE DEP
F OAM 11/15/2024 RE-ISSUE TO CITY OF PORTLAND FOR MAJOR SITE PLAN AMENDMENT
E PDD 08/30/2024 RE-ISSUE TO CITY OF PORTLAND FOR MAJOR SITE PLAN AMENDMENT
D PDD 08/16/2024 SHEET C-107 REISSUED TO MAINE DEP
C PDD 05/28/2024 OVERALL GRADING PLAN REISSUED TO MAINE DEP AND ACCE
B PDD 03/19/2024 ISSUED TO CITY FOR MAJOR SITE PLAN AMENDMENT
A PDD 02/29/2024 ISSUED TO MDP FOR SLODA / NPFA PERMIT APPLICATION
REV: BY: DATE: STATUS:
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS
AUTHORIZED OR OTHERWISE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.



Enrollment No. 1515959

Contract No. 2024 0106

EFFICIENCY MAINE TRUST
INCENTIVE AGREEMENT
 Commercial & Industrial Custom Program
 Energy Storage Systems

THIS AGREEMENT is made by and between Efficiency Maine Trust, an independent quasi-state agency of the State of Maine ("Trust") and City of Portland, a body politic and corporate, located in the County of Cumberland, State of Maine federal tax identification number 01-6000032, with a place of business located at 389 Congress Street, Portland, Maine 04101 ("Recipient"). The Trust and the Recipient are each a "Party" and collectively, the "Parties."

WHEREAS, the Trust administers certain funds under programs designed to promote and advance measures, investments, and arrangements in the State of Maine that enhance energy efficiency, reduce electricity consumption, reduce peak demands, and reduce greenhouse gas emissions from fossil fuel combustion;

WHEREAS, the Trust has issued a Program Opportunity Notice ("PON") for funding of certain projects designed to meet specified program criteria (the "Program");

WHEREAS, Recipient has submitted an application in response to a PON for funding of a certain project under the Program (the "Application"), which project is described in the Project Description in Rider A (the "Project");

WHEREAS, the Trust, in reliance upon Recipient's representations contained in the Application and Recipient's covenants and commitments contained in this Agreement, has decided to make an award to Recipient under the Program for implementation of the Project (the "Incentive Award").

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows.

1. INCENTIVE AWARD; PROJECT PERIOD; AND FUNDING DISBURSEMENTS.

- 1.1 Relying upon Recipient's representations in its Application and Recipient's compliance with all terms and conditions of this Agreement, the Trust will provide Recipient an Incentive Award as set forth in Rider B hereof for validated reduction in grid-supplied energy resulting from dispatches from Recipient's energy storage system during certain peak demand hours. Recipient acknowledges that payment of Incentive Award amounts is performance-based and that, based on Recipient's performance, the total Incentive Award amount set forth in Rider B may or may not be paid out by the Trust. Incentive Award payments are subject to the terms and conditions of the Program and this Agreement.
- 1.2 This Agreement shall commence on the date of final execution of this Agreement by the Parties and the Project shall be installed and placed into service by June 1, 2026 unless earlier terminated or extended in accordance with the provisions of this Agreement. Subject to the terms of this Agreement, Recipient's Program participation will continue for five (5) June-September performance seasons from the date the Project is placed into service (the "Project Period").
- 1.3 The Incentive Award shall be disbursed to Recipient by the Trust in accordance with the Performance Payment Schedule set forth in Rider B. The Trust's obligation to make payments or disbursements to Recipient is conditioned on Recipient's compliance with all material terms and conditions of this Agreement and the Program, provision of required information, interval data, and reports in accordance with Program requirements set forth in Rider A. Incentive Award amounts will be disbursed for dispatches from Recipient's energy storage system only to the extent supported by interval data.
- 1.4 Recipient acknowledges that payment of the Incentive Award is conditioned on Recipient's assignment to the Trust of capacity resource credits and forward capacity market revenues resulting from the Project.
- 1.5 By submitting or transmitting any data, documents, or information, Recipient is representing that such data, documents, and information are accurate. By paying all or a portion of any Incentive Award, the Trust does not waive its right to recover any payment later determined to be improper or not allowable under this Agreement.

2. STANDARDS OF PERFORMANCE.

2.1 Recipient shall, and shall cause its contractors to, perform all work and services in connection with the Project in a timely, professional, and workmanlike manner. Recipient shall perform, or cause to be performed, all work and services in accordance with the Program and Project Description.

2.2 Recipient shall be responsible to furnish or arrange for all qualified personnel, facilities, equipment, materials and services as necessary for the installation and performance of the energy storage system and shall provide and maintain competent and adequate supervision of the Project to ensure that all work and services conform to the Project Description.

2.3 Recipient shall, and shall ensure that its contractors, abide by and conform to applicable state, federal, and local laws, ordinances, rules, regulations, and standards in the performance of this Agreement and execution of the Project.

2.4 Recipient shall keep the Trust apprised of all material developments in connection with the Project and shall consult and coordinate with the Trust, through its Agreement Administrator, as necessary in the performance of the Project. The Trust reserves the right to monitor Recipient's performance of this Agreement, including the performance of any contractor, in order to verify compliance.

2.5 The Trust does not make any representations of any kind regarding the results to be achieved by the Project or the adequacy or safety of such measures. The Trust does not endorse, guarantee, or warrant any particular vendor, contractor, manufacturer or product, and it provides no warranties, express or implied, for any product or services. Neither the Trust nor its consultants are responsible for assuring that the design, engineering, or construction of the Project or installation of the energy efficiency and conservation measures is proper or complies with any particular laws, codes, or industry standards. Recipient is solely responsible for the design and implementation of the Project.

3. RECIPIENT REPRESENTATIONS AND RESPONSIBILITIES.

3.1 Recipient acknowledges that funding of the Incentive Award is provided for specified energy usage reductions according to the Program requirements and all applicable regulations. Recipient shall abide by the terms of this Agreement, including the terms and conditions contained in any Riders appended hereto.

3.2 All requirements, restrictions and obligations regarding the receipt and use of Program Incentive Awards are deemed incorporated in this Agreement and Recipient agrees to comply with all such requirements, restrictions and obligations.

3.3 Recipient represents that it is authorized to conduct business in the State of Maine and that it shall maintain its good standing throughout the term of this Agreement. Recipient represents that it has all requisite power and authority to execute this Agreement and perform the Project and that the execution and delivery of this Agreement and the performance of the Project have been duly authorized by all necessary action of its shareholders, directors, trustees, partners, members, or managers as appropriate.

3.4 Recipient represents that it is eligible to receive the Incentive Award and that it is not suspended, debarred or disqualified from receiving state contracts, grants, awards or other appropriations.

3.5 Recipient represents that it has filed all federal and state tax returns and reports as required by law and has paid all taxes, assessments and governmental charges due, except those contested in good faith in a proceeding with the assessing authority.

3.6 Recipient has disclosed any relationship, direct or indirect, between Recipient, its officers, directors, trustees, partners, members, managers, or employees, and the Trust or State that could reasonably give rise to a conflict of interest.

3.7 There has been no material adverse change in the business, operations, or financial condition of Recipient, or in the matters described in the Application pertaining to the Project, since the submission of the Application. Recipient represents that neither the Application, nor any document, report, or certification given by Recipient in connection with this Agreement or the Project contains any untrue statement of material fact or any knowing omission of material fact.

3.8 Recipient shall notify the Trust of any material change in Recipient's legal status, financial status, corporate status, or compliance status with applicable laws, or any other change in status of the Project that could have a material adverse effect on Recipient's ability to complete and implement the Project as described in Recipient's Application and this Agreement.

3.9 Recipient shall provide such documents and information and execute any additional documents, disclosures, certifications and statements of compliance as may be required under state or federal law or regulation, or as may be reasonably requested by the Trust in order to ensure compliance with applicable law or full performance of this Agreement.

3.10 Recipient acknowledges that a breach of any representation contained herein or the provision of any false or misleading information or knowing omission of material information in connection with the Project, whether by Recipient or its agents, may result in termination and revocation of the Incentive Award, require the immediate reimbursement of any Incentive Award amounts previously disbursed, and may result in Recipient's suspension or debarment from participation in Trust programs.

3.11 Recipient's representations constitute continuing representations.

4. SUSPENSION OF INCENTIVE AWARD.

4.1 The Trust may suspend Incentive Award disbursements and payments to Recipient for any of the following reasons:

- (i) Recipient's failure to comply with the terms and conditions of this Agreement, including any representation or covenant contained herein;
- (ii) Recipient's failure to execute the Project with due diligence, or to achieve an agreed Project milestone; or
- (iii) A material adverse change in Recipient's legal, business, or financial status.

4.2 The Trust shall provide Recipient with written notice of its decision to suspend Incentive Award disbursements and payments under this provision and shall provide Recipient with an explanation of the reasons therefor. The Trust shall specify the remedial actions that the Recipient must complete to successfully secure reinstatement of the Incentive Award.

5. TERMINATION OF AGREEMENT.

5.1 The Trust may declare Recipient to be in default of this Agreement upon the occurrence of any of the following events or circumstances ("Events of Default"):

- (i) Recipient's material breach of any representation, covenant, condition, or obligation under this Agreement;
- (ii) Recipient's violation of law;
- (iii) Recipient's failure to make regular and substantial progress toward the performance and completion of the Project;
- (iv) Recipient's failure to provide any periodic or final reporting or accounting as required under this Agreement or applicable law;
- (vi) Recipient's insolvency, receivership, assignment for the benefit of creditors, foreclosure, or voluntary or involuntary bankruptcy; or
- (vii) Any event of default identified elsewhere in this Agreement.

5.2 Without prejudice to any other rights or remedies, the Trust may terminate this Agreement upon any Event of Default by providing Recipient with thirty (30) days written notice of the Trust's intent to terminate, and the grounds therefor. Termination shall occur if any Event of Default remains fully or partially uncured thirty (30) days after the Trust has provided Recipient with the written notice of intent to terminate. The Trust shall have no further obligation to Recipient after termination.

5.3 Notwithstanding anything to the contrary in this Agreement, the Trust may terminate this Agreement, in whole or in part, in its discretion and without penalty, in the event that funds are de-appropriated, re-allocated, or restricted, the

Trust's authorization to operate or administer the Agreement or the relevant program or project is withdrawn or curtailed, there is a material change in project or program conditions, or there is a material change in legislation affecting the Trust's authority or operations.

5.4 The Trust reserves all rights and remedies available at law or in equity in the event of a breach of this Agreement by Recipient including, without limitation, the right to demand reimbursement of all Incentive Award funds disbursed under this Agreement and, upon such demand, Recipient shall immediately so reimburse the Trust. Without limiting the foregoing, in the event of Recipient's breach or default, Recipient shall pay on demand all of the Trust's costs, fees (including attorney and paralegal fees and disbursements, including such fees or disbursements arising in any bankruptcy case or proceeding), expenses, and damages of any kind incurred by or imposed on the Trust in connection with or as a consequence of Recipient's breach of this Agreement. The various rights, remedies, options and elections of the Trust in this Agreement are cumulative and not exclusive of any other right, remedy, or power allowed or available at law or in equity.

5.5 The Recipient may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Trust.

6. **MISCELLANEOUS PROVISIONS.**

6.1 This Agreement shall be governed in all respects by the laws, statutes, and regulations of the State of Maine. Any legal proceeding instituted by the Trust or Recipient regarding this Agreement shall be brought in State of Maine administrative or judicial forums.

6.2 All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the other terms of this Agreement to the extent possible. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

6.3 This Agreement, along with the Riders and other provisions expressly incorporated herein, contains the entire Agreement of the Parties, and neither party shall be bound by any statement or representation not contained herein or in a written amendment or change order signed by the Trust. This Agreement, and the rights and obligations hereunder, shall inure to the benefit of the Parties and their permitted assigns. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party. The Parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the Parties which is not expressed in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

6.4 The following Riders are attached to and made part of this Agreement:
 Rider A – Project Description and Project Development Milestones
 Rider B – Performance Payments
 Rider C – General Terms and Conditions
 Rider D – PON-EM-005-2024 v2

6.5 All progress reports, correspondence and related submissions from the Recipient shall be submitted to:

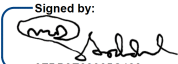
Name: Jesse Remillard
 Title: Senior Program Manager
 Efficiency Maine Trust
 Address: 168 Capitol Street, Suite 1
 Augusta, Maine 04330-6856
 Telephone: (207) 368-2558
 E-mail: jesse.remillard@efficiencymaine.com

This individual is designated as the Agreement Administrator on behalf of the Trust for this Agreement, except where specified otherwise in this Agreement or as replaced by the Executive Director of the Trust. The Agreement Administrator shall be the Trust's representative during the Project Period. He/she has authority to curtail services if necessary to ensure proper execution and compliance. He/she shall certify to the Trust when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Recipient, subject to the approval of the Executive Director of the Trust.

6.6. All notices under the Agreement shall be deemed to have been duly given and delivered: (i) upon delivery, if delivered by hand, (ii) three (3) business days following posting, if sent by registered or certified mail, return receipt requested, or (iii) one (1) business day after dispatch if sent overnight or next day delivery by national courier service, such as FedEx or UPS, with tracking receipt.

IN WITNESS WHEREOF, the Trust and Recipient have executed this Agreement through their authorized representatives.

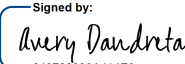
EFFICIENCY MAINE TRUST

By:  Signed by:
0FDB3E83065C488
Michael Stoddard, Executive Director
Date: 11/5/2024

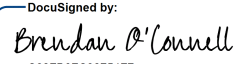
CITY OF PORTLAND

By:  DocuSigned by:
A4546612E752416
Danielle P. West, City Manager
Date: 11/5/2024

Approved as to form:

 Signed by:
249780030A414ED
City Corporation Counsel's Office

Approved as to funds:

 DocuSigned by:
C62EB8EC92754E7
City Finance Director

RIDER A**PROJECT DESCRIPTION AND PROJECT DEVELOPMENT MILESTONES**

Recipient shall implement and perform the Project in accordance with the requirements of PON-EM-005-2024 v2, a copy of which is attached herewith as **Rider D**.

The Recipient will install a battery energy storage system (BESS) to reduce facility demand during summer peak demand periods. The BESS will be a non-export system installed at the Portland International Jetport.

Recipient will install the Project specified in its Program application as approved by the Trust, subject to any modifications as may be approved by the Trust (such approval not to be unreasonably withheld). At a minimum the Project must satisfy the following base criteria:

- The Project must be interconnected behind-the-meter;
- The Recipient's facility served by the BESS must be located in Maine and have an account with a Maine electric utility;
- The BESS capacity must be at least 20 kW;
- The Recipient's facility must have a peak electric demand greater than the total demand reduction anticipated from the BESS, unless otherwise approved by the Trust;
- The BESS must be able to collect and transmit 15-minute interval data;
- The system must be designed to maintain a minimum 80% battery round-trip efficiency;
- The BESS must carry at least a 10-year manufacturer's warranty;
- The BESS must be UL-listed or certified by another nationally recognized testing lab and be recognized as meeting all safety requirements; and,
- The BESS and its components must comply with all manufacturer installation requirements, applicable laws, regulations, codes, licensing, and permit requirements.

RESERVATION OF AWARD; PROJECT DEVELOPMENT MILESTONES. The Trust agrees to reserve the award for a period of two (2) years from the date of final execution of this Agreement by the Parties, unless extended, for anticipated payment of Incentive Awards to Recipient under this Agreement. This period shall be extended day for day to account for any implementation delays that are outside of Recipient's reasonable control, including but not limited to Central Maine Power Company's and ISO New England's timeline to complete the required interconnection studies for the Project, but in no event greater than three (3) years from the date of final execution of this Agreement by the Parties, unless otherwise agreed by the Trust in its sole discretion. Reservation of the incentive award is dependent on Recipient providing quarterly (calendar) progress updates and meeting certain specified progress milestones as set forth below unless the reason for delay is promptly communicated to and approved by the Trust. For the avoidance of doubt, the Trust has no obligation to continue to reserve the Award, if Recipient fails to satisfy the prescribed milestones within the prescribed periods.

Project Development Milestone 1:

Within 60 days of Project approval, the following must be submitted to the Trust:

1. Copy of utility interconnection application and confirmation of receipt from the utility;
2. Letter of intent detailing Recipient's financing plan for the system; and,
3. Copy of preliminary system design.

Project Development Milestone 2:

Within 180-365 days of Project approval, the following must be submitted to the Trust:

1. Proof of equipment purchase orders;
2. A completed building permit and electrical permit application;
3. A completed fire permit application (if applicable); and,
4. Proof of payment of the cost of interconnection upgrade costs (if applicable).

Project Development Milestone 3:

Within 365 to 730 days of Project approval, the following must be submitted to the Trust:

1. Local building department approval and electrical permit approval;
2. Fire department approval (if applicable);
3. Utility interconnect permission to operate letter;

4. Submission of the final as-built electrical drawing stamped by a Maine Professional Engineer (PE) and electrical inspection certificate;
5. The total installed project cost;
6. The decommissioning plan;
7. Evidence of applicable UL certifications for system equipment
8. All required safety certifications; and,
9. A commissioning report documenting the results of commissioning in accordance with manufacturer specifications.

Project Development Milestone 4:

The Recipient is responsible for purchasing and installing revenue grade metering capable of collecting 15-minute interval data. The metering location should be at the inverter unless the Trust agrees in writing to locating the point of metering elsewhere. Metered data points should include at a minimum:

- Average real power or kWh
- Voltage
- Current
- Power factor

Following commissioning, the Trust will require a minimum of fifteen (15) three (3)-hour BESS dispatches per summer season when electricity demand on the ISO-NE grid is at peak demand conditions. Timing of the BESS dispatch events are the sole responsibility of the Recipient and will not be dictated by the Trust. The goal of the Program is to reduce Recipient's facility electric load during the ISO-NE peak system hour or the installed capacity (ICAP) hour.

RIDER B**PERFORMANCE PAYMENTS**

Incentive Award: Up to \$1,250,000 at \$200 per kW for 5 years of verified BESS dispatch during ISO-NE peak load summer periods and in accordance with the Program terms (Based on an enrolled capacity of 1,250 kW and subject to adjustment as provided in the Agreement).

The Trust will provide an incentive award equal to \$200 per kW of validated reduction in grid-supplied energy if the BESS was dispatched during summer hours targeting the ISO NE ICAP hour. The system must be deployed at least 15 times per summer season (June, July, August, and September). To qualify for the performance payment, a dispatch must be at least three (3) hours long and cover at least one hour during which ISO-NE hourly load is within 15% of the peak summer hourly load.

PERFORMANCE PAYMENTS. The Trust will disburse any earned Incentive Award to the Recipient each year in the fourth quarter for up to 5 annual payments after review of each annual performance period from June through September. Each annual payment will be \$200 per kW of validated average demand reduction over 15 qualifying 3-hour deployments up to \$250,000. Recipient performance will be measured by interval data collected at the BESS inverter or through the BESS management system utilizing the revenue grade metering installed by Recipient.

AVERAGE DEMAND REDUCTIONS. Validated average demand reductions will be based on 15-minute interval data. Recipient must provide this data for each June-September performance period during the Project Period in order to qualify for each annual payment. Validation of the average demand reductions will consist of determining the 15 qualifying deployments with the highest average kilowatt impact over a 3-hour period.

QUALIFYING DEPLOYMENTS. Qualifying deployments will be determined as those that occur when ISO-NE hourly load is within 15% of the highest hourly load over the summer performance period. Each dispatch must be at least three (3) hours. Qualifying deployments must also achieve at least 50% of the enrolled kW capacity over an hour that ISO-NE load is found to be within 15% of the peak summer hourly load.

Recipient is responsible to provide the Trust with reasonably complete and accurate 15-minute interval data for both the BESS and the Recipient facility load for the performance period (June 1-September 30) at the conclusion of each performance period during the Project Period, and no later than October 15. For the avoidance of doubt, Incentive Award amounts shall be disbursed only for reductions in grid-supplied energy resulting from dispatches from Recipient's energy storage system during certain peak demand hours that are supported by interval data. Claimed BESS dispatches unsupported by corresponding interval data will not be compensated.

Following an evaluation of the interval data submitted by Recipient each year, the Trust will verify performance and calculate incentives that may have been earned during the subject performance period. The Trust will calculate incentives by taking the average performance of the dispatched energy storage capacity across all fifteen (15) dispatch events using 15-minute interval data. Only qualifying deployments, as described above, will be eligible. The Trust will discard dispatch events from the incentive calculation where those events occur when ISO-NE load is not within 15% of the peak monthly load. For example, if the BESS dispatched 6 times in June, and 2 events occurred when ISO-NE was *not* within 15% of the summer peak load, there would be only 4 qualifying dispatch events for the month. Once performance has been verified and incentives calculated for the subject performance period, the Trust will make payment of the earned Incentive Award for the performance period during the fourth quarter of the same year as the measured performance period. Late or incomplete data submission by Recipient will result in a delay in payment of any earned Incentive Award.

Timestamped BESS interval data must be submitted by Excel spreadsheet to the Trust's contact listed in the Agreement for the purpose of the performance evaluation. At a minimum, the datapoints shown under Milestone 4 in Rider A must be included.

Payments are subject to the Recipient's compliance with all terms set forth in this Agreement and subject to the availability of funds. All payments are subject to reimbursement by Recipient in the event of a breach of the Agreement.

RIDER C**GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CAPACITY.** Recipient is an independent party and is not an agent or representative of the Trust. Recipient has no authority to represent or bind the Trust in any manner. Recipient shall be solely responsible for the performance of the Project and the conduct of its employees, agents, and contractors. Recipient shall be solely responsible for the payment of wages and benefits to its employees and the payment of contract and service fees to its contractors and vendors and for all associated tax withholding and reporting obligations.
2. **ASSIGNMENT.** Recipient shall not assign or otherwise transfer or dispose of its rights, interest, duties or obligations under this Agreement, including any right or interest in the efficiency measures or Equipment funded with the Incentive Award, without the prior express written consent of the Trust, which consent may be granted, denied, or conditioned in the Trust's reasonable discretion. Any purported transfer or assignment without prior written consent of the Trust shall be null and void.
3. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION.** During the performance of this Agreement, Recipient shall abide by all applicable equal employment opportunity and nondiscrimination statutes, regulations, and orders including, without limitation, the Maine Human Rights Act. To the extent applicable, the provisions of 5 MRSA §784 are incorporated herein by reference and Recipient shall cause the such provisions to be inserted in any contract or subcontract for any work covered by this Agreement so that such provisions shall be binding upon each contractor or subcontractor.
4. **EMPLOYMENT AND PERSONNEL; STATE EMPLOYEES NOT TO BENEFIT.** Recipient shall not engage any person in the employ of the Trust or any State department or agency in a position that would constitute a violation of 5 MRSA § 18-A (Conflicts of Interest in Contracts with State) or 17 MRSA § 3104 (Conflicts of Interest in State Purchases). No individual employed by the Trust or the State at the time this Agreement is executed or any time thereafter during the Project Period shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom that would constitute a violation of 5 MRSA § 18-A or 17 MRSA § 3104. Recipient shall not engage on a full-time, part-time or other basis during the Project Period any other personnel who are or have been at any time during the Project Period in the employ of the Trust or any State department or agency, except regularly retired employees, without the written consent of the Executive Director of the Trust. Recipient shall not engage on this Project on a full-time, part-time or other basis during the Project Period any retired employee of the Trust who has not been retired for at least one year, without the written consent of the Executive Director of the Trust.
5. **NO SOLICITATION WARRANTY.** Recipient warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for Recipient, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the Incentive Award or this Agreement.
6. **LOBBYING.** No State-appropriated funds shall be expended by the Recipient for influencing, or attempting to influence, an officer or employee of any agency, a member of the State Legislature, an officer or employee of the State Legislature, or an employee of a member of the State Legislature, in connection with the awarding of any agreement, the making of any grant or award, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any agreement, grant, award, or cooperative agreement.
7. **RECORD RETENTION AND INSPECTION.** Recipient shall make and retain all such documents and records necessary to establish proper performance of the Project and to support all invoices and requests for payment under this Agreement. Recipient shall retain all project records (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment and reimbursement requests) for a minimum of three (3) years following the expiration or termination of this Agreement. Recipient shall permit the Trust or its authorized representatives to examine such records and to interview any officer or employee of Recipient or any of its contractors regarding the work performed under this Agreement. Recipient shall furnish copies of all such records upon request.

8. ACCESS TO PUBLIC RECORDS. As a condition of accepting any public funds under this Agreement, Recipient hereby acknowledges and agrees that documents and information relating to Recipient's project, the Incentive Award and this Agreement, other than information designated confidential by statute, may be treated as public records under the freedom of access laws. The Trust requires transparency on how funds are managed, awarded, and spent. Accordingly, subject to the foregoing limitation on designated confidential information, Recipient hereby agrees to permit disclosure of information about Recipient's project and how Incentive Awards and Program funds were awarded and spent.
9. COMPLIANCE WITH LAW. Recipient shall comply with all applicable laws, rules, regulations and ordinances in the performance of this Agreement. Recipient is responsible to obtain and maintain all permits, licenses, and other approvals as may be required under applicable laws for implementation of Recipient's project and the performance of any work or services under this Agreement.
10. INDEMNIFICATION. Recipient agrees, to the extent of its insurance coverage, to indemnify, defend and save harmless the Trust and its officers, directors, trustees, agents and employees from and against any and all demands, suits, actions, claims, injuries, liabilities, losses, damages, costs, fees, and expenses (including attorney fees and legal expenses and the costs of enforcing any right to indemnification under this Agreement) made against or suffered or incurred by the Trust resulting from or arising out of Recipient's performance of this Agreement, the Project, or the installation or operation of the equipment or efficiency measures for which an incentive or award is provided by the Trust. Recipient's indemnity obligations shall not apply to the extent of the Trust's direct negligence.
11. NOTICE OF CLAIMS. Recipient shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of the Agreement or the Project, and prompt notice of any claim made against the Recipient by any contractor or vendor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.
12. APPROVAL. This Agreement must have the written approval of the Executive Director of the Trust before it can be considered an enforceable contract binding on the Trust.
13. TAXES. Recipient shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with the Incentive Award and the Project.
14. INSURANCE. Recipient shall maintain general liability insurance during the Project Period through Maine Municipal Association's (MMA) risk pool, subject to the Maine Tort Claims Act, and upon request, shall provide the Trust with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this section.
15. NON-APPROPRIATION. Notwithstanding any other provision of this Agreement, if the Trust does not receive sufficient appropriations to fund this Agreement, if funds are de-appropriated or re-allocated, or if the Maine State Legislature, the Maine Public Utilities Commission, or a state or federal court restricts or divests the Trust of its authority to expend funds, then the Trust will be relieved of any obligation to make further payments under this Agreement.
16. FORCE MAJEURE. The obligations of each party under this Agreement shall be excused for the duration of any Force Majeure Event that prevents a Party's ability to perform such obligations. A "Force Majeure Event" shall mean an act of God, act of war, riot, fire, explosion, flood or other catastrophe, or other condition or circumstance beyond the reasonable control of a Party and which could not reasonably be avoided by the Party claiming Force Majeure. The Party claiming Force Majeure shall notify the other Party upon the occurrence of a Force Majeure Event that will or is expected to prevent performance under this Agreement. The Trust may terminate this Agreement if a Force Majeure Event lasts more than 90 days.
17. SET-OFF RIGHTS. Without limiting any other right or remedy, the Trust shall have all common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Trust's option to withhold for the purposes of set-off any monies due to Recipient under this Agreement up to any amounts due and owing to

the Trust with regard to this Agreement or any other agreement between Recipient and the Trust, including any agreement for a term commencing prior to the term of this Agreement.

18. RESERVATION OF IMMUNITIES; DAMAGE LIMITATION: The Trust is a quasi-state agency and governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any defense, immunity, or limitation of liability that may be available to the Trust or Recipient, or to any of its officers, agents or employees, pursuant to the Eleventh Amendment to the Constitution of the United States of America, the Maine Constitution, the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.), or any other state or federal statute or the common law. Except to the extent of any indemnity obligation of Recipient under this Agreement, in no event shall either Party be liable to the other Party, or any person or entity claiming through such Party, for indirect, incidental, special, or consequential damages of any kind, all of which are expressly waived by the Parties.
19. NO THIRD-PARTY RIGHTS. No person or entity that is not a party to this Agreement may assert any right or make any claim under this Agreement.
20. EFFICIENCY MAINE LOGO; PUBLIC DISCLOSURE. The “Efficiency Maine” name and logo are registered trademarks of the Trust. The Trust grants Recipient a limited, revocable, non-exclusive license to use the Efficiency Maine logo in connection with the Project to publicly acknowledge the Trust’s funding and participation in the Project. Any such use must be in strict accordance with the Trust’s design, image, and placement standards. The license to use the “Efficiency Maine” marks is revocable by the Trust at any time.
21. ENERGY DATA. Recipient grants the Trust and its agents access to its utility data and energy usage information as reasonably necessary in connection with the Project and the Program. Recipient authorizes the Trust and its agents to access facilities and records to collect, copy, and review data needed to measure and verify energy usage, electricity savings, fuel reductions, and Equipment performance (this may include but is not limited to utility bills, metering data, facility equipment surveys, information on operational practices, and site occupancy levels). Upon request, Recipient agrees to provide the Trust or its agents associated data from a period prior to the start of the Project as necessary to establish baseline energy and/or fuel use and costs.
22. INFORMATION IN SUPPORT OF THE PROGRAM. The Trust is required to report on use of and the performance of energy efficiency and conservation programs and projects. Information from these reports may be made available to the public. Recipient agrees to cooperate with the Trust on such reporting and shall provide information related to the award, this Agreement, the Project, and any related agreement as requested or required by the Trust to meet its obligation to provide accurate, complete, and timely information to the public, to meet the Program reporting requirements, and/or to comply with state or federal law or regulation.
23. SITE VISITS. The Trust has the right to make site visits at reasonable times to review Project progress, performance, and operation. Recipient shall provide reasonable access to facilities, resources, and assistance for the safety and convenience of the Trust and its representatives to perform their duties. All site visits will be performed in a manner that does not unduly interfere with or delay the work or operations of Recipient or its contractors. Site visits shall be subject to Recipient’s reasonable facility access, safety, security, and confidentiality policies.
24. MEASUREMENT AND VERIFICATION. Recipient shall allow independent third-party verification of Project installation and performance under terms as may be reasonably established by the Trust. Recipient shall work in good faith with the Trust to develop a measurement and verification plan designed to assess the performance of the Equipment and achievement of Project and Program goals. Recipient shall conduct and cooperate in such auditing and reporting as may be necessary to assess performance of the Project and shall provide information as may be necessary or useful for such purposes.
25. CAPACITY RESOURCES; CREDITS; FORWARD CAPACITY REVENUE. It is understood that the Project is intended to achieve certain energy efficiencies, reductions in fuel usage, and reductions in electricity consumption and that the Project may produce or result in certain marketable or tradable credits, benefits, and proceeds, including energy efficiency capacity resources, renewable energy credits, and forward capacity market credits, payments, or revenues (collectively, the “Capacity Resources, Credits and Revenues”). In consideration of the Incentive Award, and unless otherwise expressly agreed in writing by the Trust, the value of all such Capacity

Resources, Credits and Revenues produced or resulting from the Project for the expected lifetime of the equipment and measures installed or implemented under this Agreement shall be deemed owned by the Trust and the Trust shall have the sole right to bid, trade, transfer, sell, assign, use, and apply all such Capacity Resources, Credits and Revenues for the benefit of the Trust and the programs administered by the Trust under the Efficiency Maine Trust Act. Recipient hereby transfers and assigns to the Trust all of Recipient's right, title, and interest in such Capacity Resources, Credits and Revenues. For avoidance of doubt, the BESS will not be registered with a capacity supply obligation.

26. VENDOR OR CONTRACTOR SELECTION. Recipient may select any vendor or contractor to provide the equipment and perform the work for the Project. Recipient is solely responsible for management of its Project vendors and contractors.
27. ADDITIONAL CONTRACTING REQUIREMENTS. All requirements, restrictions and obligations regarding the use of State or Trust funds and Incentive Awards are deemed incorporated in this Agreement to the extent necessary to ensure compliance with applicable law. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in law or regulation governing the use of State or Trust funds or Incentive Awards are automatically incorporated in the Agreement without the necessity of a formal written amendment. Recipient agrees to comply with all such requirements, restrictions and obligations and shall cause its contractors to comply with all such requirements, restrictions and obligations.
28. SURVIVAL. The terms, conditions and obligations in this Agreement which by their nature or intent continue beyond termination or expiration of this Agreement, including, without limitation, provisions regarding document retention, audit, site visits, reporting, use and performance of the funded equipment and measures, indemnity and remedies, shall survive the termination or expiration of this Agreement.

RIDER D
(Starting on next page)



**EFFICIENCY MAINE TRUST
PROGRAM OPPORTUNITY NOTICE**

Energy Storage System Program

PON EM-005-2024 v2

**Opening: July 1, 2023
Closing: Per Program Availability**

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Section 1: PON INFORMATION AND INSTRUCTIONS

1.1 Purpose of This Application Request

Through this competitive Program Opportunity Notice (PON), the Efficiency Maine Trust (the Trust) is seeking applications from demand metered customers in Maine with the goal of installing and dispatching energy storage systems (ESS) to reduce load during ISO-New England peak load conditions. The Trust will refer to this as the Energy Storage System Program Opportunity Notice (this PON). Projects awarded through this PON will be supported with funds from Electric Efficiency Procurement.

1.2 Program Description

The Trust is seeking applications from customers with demand meters to install and dispatch energy storage during ISO-New England peak summer load conditions. The Trust will require participants awarded under this PON to remain active in the program for a minimum of 5-years. Incentive awards will be \$200 per kW (per year for 5 years) of verified ESS dispatch during ISO-New England peak summer load conditions. Incentives will be issued following a performance evaluation period each fall for the 5-year commitment period. After the 5th year of participation, the customer will be eligible to apply for the incentive rate (if any) offered by the ESS PON in effect at the time on a year-to-year basis.

Annual incentive awards are anticipated to be capped at \$600,000 per year per project and \$3,000,000 over five years per project. Eligible systems must be at least 20 kW in size.

For incentive award consideration, applicants must submit a timely and complete application for an eligible project that satisfies the criteria and requirements set forth in this PON.

1.3 Contact Person

The Trust encourages any applicant who has interest in this PON to contact the Trust. The Trust's designated contact for this PON is as follows:

Jesse Remillard, Senior Program Manager
Efficiency Maine Trust
168 Capitol Street, Suite 1
Augusta, ME 04330-6856
jesse.remillard@efficiencymaine.com
(207) 368-2558

1.4 Program Term and Schedule

The Trust will accept applications to PON EM-005-2024 starting on July 1, 2023. This PON will close upon the full commitment of all available funds. The Trust will review applications periodically and make awards to applicants who meet the criteria set forth within this PON.

1.5 Efficiency Maine Trust Rules

Notwithstanding anything to the contrary in this PON, all applications submitted in response to this PON, and any incentive award resulting from this PON, shall be subject to all applicable rules and regulations of the Efficiency Maine Trust. See *State of Maine Rules Chapters for Independent Agencies*, 95-648 Efficiency Maine Trust.

Section 2: PROJECT ELIGIBILITY

2.1 Award Limitations

The Trust has budgeted a total of \$5,000,000 to be available for qualifying projects submitted under PON EM-005-2024. To ensure diversity of participants and minimize program non-performance risk, there is an annual performance incentive limit of \$600,000 per site per year, not to exceed \$3,000,000 per site over five years. The Trust will guarantee performance incentive eligibility providing that the project continues to demonstrate project milestone completion as described in [Section 5.2](#).

The incentive limit applies to single entities or multiple entities that are part of an affiliated group of companies under common ownership or control. Funds received through the Custom Electric PON EM-001-2024, Custom Thermal PON EM-002-2024, Custom Distributed Generation PON EM-003-2024 or through the Trust's Commercial and Industrial (C&I) Prescriptive Program for other projects will not be considered toward this cap.

2.2 Performance Incentives

Events

The Trust will require a minimum of fifteen (15) three-hour ESS dispatches per summer season when electricity demand on the ISO-New England grid is at peak demand conditions. Timing of the ESS dispatch events are the sole responsibility of the participant and will not be dictated by the Trust. The goal of the program is to reduce facility electric load during the ISO-New England peak system hour or the installed capacity (ICAP) hour.

Incentives

The Trust will provide an incentive award equal to \$200 per kW of validated reduction in grid-supplied energy if the ESS was dispatched during summer hours targeting the ISO NE ICAP hour. The system must be deployed at least 15 times per summer season (June, July, August, and September). Conditions of the performance payment are:

- Each dispatch must be at least 3 hours.
- ISO NE load must be within 15% of the peak summer load for the discharge event to qualify.

Following an evaluation period in the early fall, the Trust will verify performance and calculate incentives. The Trust will calculate incentives by taking the average performance of the dispatched energy storage capacity across all fifteen (15) dispatch events using 15-minute interval data. The Trust will discard dispatch events from the incentive calculation where those events occur when ISO NE load is not within 15% of the peak monthly load. For example, if the ESS dispatched 6 times in June, and 2 events occurred when ISO NE was not within 15% of the summer peak load, there would be 4 qualifying dispatch events for the month.

Data Requirements

Customer performance will be measured by interval data collected at the ESS inverter or through the ESS management system. All participants are required to install revenue grade metering capable of providing 15-minute interval data. The Trust must have access to this data to complete performance validation. The cost for any metering equipment and data collection capability required to partake in this PON is the responsibility of the customer. For purposes of the performance evaluation, the following data must be provided:

Energy Storage System Program**PON EM-005-2024 v2**

- 15 min interval data of battery activity for the months of June, July, August, and September.
- 15 min interval data of facility load for the months of June, July, August, and September.

Incentive Distribution

Incentives will be distributed in the fall after performance is validated. A notification of the incentive award will be sent to each participant. This process will take place each fall for a total of five years. The Trust will reserve the right to delay incentive payments due to issues such as missing interval data or abnormalities in event performance that necessitate further data review.

2.3 Eligible Projects

The following are requirements for projects to be eligible for funding under this PON:

- The ESS has yet to be installed;
- The project will be interconnected behind-the-meter;
- The facility must be located in Maine and have an account with a Maine electric utility;
- The ESS will range in capacity from approximately 20 kW to 3,000 kW;
- The facility must have a peak electric demand greater than the total demand reduction anticipated from the ESS;
- The ESS must be able to collect and transmit 15-minute interval data;
- An application must be approved by the Trust prior to participation;
- All systems must be designed to maintain a minimum 80% battery round-trip efficiency;
- The energy storage technology must carry at least a 10-year manufacturer's warranty;
- The energy storage technology must be UL-listed or certified by another nationally recognized testing lab and be recognized as meeting all safety requirements; and,
- The system and its components must comply with all manufacturer installation requirements, applicable laws, regulations, codes, licensing, and permit requirements.

Payments awarded under this PON are intended to influence the participation of projects that the applicant would not otherwise implement if not for the incentive.

2.4 Ineligible Projects

The following projects are not eligible for funding under this program:

- Systems configured for grid export;
- Participants without the required interval metering and data transmission capability;
- Electricity customers receiving service at transmission and subtransmission voltage levels are not eligible for the PON.¹
- Facilities not located in Maine or served by a Maine electric utility; or,
- Residential and small business customers.

Section 3: AWARD CRITERIA

Successful applications for an incentive award will demonstrate the project's ability to meet or exceed the criteria related to peak demand reductions and overall project readiness described in this section.

¹ For the purposes of this PON, "transmission voltage levels" means 44 kilovolts or more, and "subtransmission voltage levels" means 34.5 kilovolts.

Energy Storage System Program

PON EM-005-2024 v2

3.1 Grid-Supplied Peak Demand Energy Reductions

Dispatch of the ESS must be targeted at ISO-New England summer peak demand times and result in verifiable reductions of customer electric load. The Trust will require that the dispatch of the ESS is measurable as described in [Section 2.2](#). All applications will be subject to an engineering review to validate project feasibility and cost-effectiveness. The Trust reserves the right to request more information when reviewing applications and when validating performance.

The Trust reserves the right to reject applications that do not fundamentally advance the goal of reducing grid supplied electricity peak demand. To participate in this PON, an applicant must first submit an application and be approved by the Trust for participation.

3.2 Management and Resource Adequacy and Project Readiness

Applications will be evaluated based on the resources and management in place to execute and maintain projects, as well as an overall assessment of project readiness. Please refer to [Section 4](#) for application requirements. The Trust will consider evidence that the following factors are in place when assessing project management and resource readiness:

- **Technical and Financial Proposal:** Applicants must include a clear discussion of how the ESS will be dispatched to target ISO-New England peak demand conditions. The applicant should also report the anticipated facility-specific electric energy and monetary benefits associated with peak demand dispatch during other months of the year. Additional benefits including offsetting internal combustion engine emergency generation co-located at the facility should also be discussed, if relevant.
- **Energy Storage System Technical Specifications:** Applicants must include a discussion of the ESS's underlying technologies, equipment and controls configuration, capacity, battery round-trip efficiency, siting and permitting considerations, and capability of the system to accurately target ISO-New England summer peak demand conditions.
- **Project Approvals:** Applicants must include evidence that all necessary project execution approvals are in place to proceed. If the applicant is unable to secure all necessary approvals before submitting the application, it must include a letter from the individual(s) with the authority to approve the project clearly stating the conditions needed for approval.
- **Costs and Financing:** Applicants must include evidence of the ability to fund or finance any project costs required to install the ESS through internal sources, third-party financing agreements, project partners, or other commitments.
- **Project Budget and Schedule:** Applicants must include the project's budget and schedule reflecting the required lead time for equipment procurement, installation, and commissioning.
- **Permitting and Interconnection:** Applicants must include the need for and status of all necessary permitting and utility interconnection requirements.
- **Project Management Organization and Qualifications:** Applicants must include the relevant qualifications of the project team including sub-contractors.
- **Risk Management:** Applicants must include a discussion of the strategies in place to limit exposure to uncertain future events that, if they materialize, will impact the ability of the project to deliver the claimed demand reductions.

The Trust reserves the right to disqualify an application that fails to demonstrate sufficient experience, planning, and resources needed to execute a successful project.

Section 4: APPLICATION REQUIREMENTS

Applications must present a concise and complete description of the proposed project and the applicant's capabilities for satisfying the requirements outlined in this PON. Applicants must adhere to the following outline and page limitations where specified.

4.1 Technical and Financial Proposal

The PON response should focus on the Technical and Financial Proposal and has no page restriction.

The ability for the ESS to provide demand reduction capability and the magnitude of expected peak demand impact should be a key focus presented in the Technical and Financial Proposal. The Technical and Financial Proposal should include an estimation of the demand impact and the calculation methodology, data, inputs, and assumptions used. All information and data that calculations are based on should be specific to the project site and as well-documented as possible. Please include a copy of the calculations in an Excel workbook or other open format that allows for a transparent review of inputs. The analysis should make use of facility metered consumption data and specified equipment performance data. Where this data is not available or practical to obtain, inputs and assumptions used in the analysis should be project specific and be accompanied by a clear explanation of how they were derived. The proposal should include:

- A high-level project description providing the installation location and overall system specifications;
- An explanation of the system's control configuration and sequence of operations that will allow for accurate peak demand dispatch and optimized off-peak charging schedules;
- An explanation of how energy storage interval data will be transferred to the Trust;
- The system's technical specifications and warranty guarantees;
- A description of how the system will be integrated into the existing facility's operations including an electrical diagram;
- A project site plan including the location and layout of the ESS components including, but not limited to batteries, inverters/chargers, pumps, management system disconnects, point of interconnection, and utility meter;
- A project cost breakdown including equipment, materials, labor, installation, construction, commissioning, and any additional requirements to install the system;
- Documentation showing that the project will satisfy all utility interconnection, permitting, and safety requirements;
- An estimate of the annual financial costs and benefits associated with summer peak dispatch including anticipated incentives from the Trust, and any monetary benefits associated with facility peak demand management outside of summer peak;
- Submission of 12-months of facility hourly electric consumption data; and
- A discussion of any other benefits including plans for also utilizing the ESS for backup emergency generation and whether it will offset the usage of an internal combustion engine emergency generator, if applicable.

The Trust reserves the right to adjust technical or financial calculations. In all cases, the Trust's determinations with regards to savings and other technical or operational items will be final. The Trust also reserves the right to request additional information from applicants.

4.2 Management and Resource Adequacy and Readiness

Please provide a description of the resources and planning in place that ensures project readiness. This section should be less than two pages. Relevant information may include:

1. **Project Approvals:** Applicants must provide evidence that the necessary internal approvals needed to proceed with the proposed project are in place. The Trust understands that these approvals may be conditional upon receiving the incentive.
2. **Costs and Financing:** Applicants must provide a letter on organizational letterhead signed by an authorized representative of the organization acknowledging the participant's commitment to contributing any up-front costs that ensure the participant's readiness for installation and operation of a ESS for the purposes of peak demand dispatch. If project viability is contingent on third-party financing, the applicant must identify the lending institution as well as the status of the financing. If a third party proposes to provide all or part of the required cost sharing, the applicant must include a letter from the third-party stating that it is committed to providing a specific minimum dollar amount and demonstrating its ability to do so. The letter should also identify the proposed cost-sharing arrangement. Letters must be signed by the person authorized to commit the expenditure of funds by the entity.
3. **Project Budget and Schedule:** Applicants must provide a detailed project budget and schedule, including a chart showing project milestones that include but are not limited to the following:
 - Planned equipment purchases, installation, and commissioning;
 - Other significant budget items and the funding schedule;
 - Any pending internal or external approvals that are necessary for the project to move forward and a date certain for obtaining them;
 - All interconnection and permit approvals required to proceed with the project; and,
 - Risk management strategies.
4. **Permitting and Interconnection:** Applicants must provide a brief explanation of permits and interconnection approvals necessary to proceed with the project and an explanation of the process and timeline required to receive them. If possible, the applicant should provide documentation from the relevant permitting authority confirming the applicant's understanding of their standing within the permitting and interconnection process.
5. **Project Management Organization and Qualifications:** Provide an organizational chart or explanation of roles and responsibilities of key project staff and partnership relationships. Include relevant corporate qualifications. Resumes may be included.
6. **Business and Financial Condition:** The applicant must be a business in good standing in the State of Maine. In addition to requiring evidence of management and resource adequacy and readiness to construct and operate the project, the Trust may consider other relevant information regarding the applicant's business and financial condition.

Section 5: APPLICATION REVIEW AND MILESTONE COMPLETION

5.1 Project Application Review

Once an application has been received by the Trust, the project will undergo a technical and financial review. The Trust or a third-party retained by the Trust will review all application materials for program requirements compliance. Based on this review, the Trust reserves the right to request additional

Energy Storage System Program**PON EM-005-2024 v2**

information. Once a satisfactory review is completed, the incentive will be conditionally reserved by the Trust and the project team will be required to demonstrate that the project is being installed in accordance with the design and system components as submitted in the application. It should be noted that the conditional incentive award does not guarantee that the system design, engineering, construction and/or installation of the ESS is proper or in compliance with any laws, regulations, codes, or industry standards. If the project requires modification based on the submitted application at any stage, the project team must submit documentation reporting these modifications and any anticipated impact on the system's demand impact performance. The project modification must be approved before the incentive payment is made. Upon inspection, if it is determined the system is not installed as approved, the incentive approval may be terminated.

5.2 Demonstrating Project Milestone Completion

Upon project approval, the incentive may be guaranteed for 730 days (2 years) should the applicant meet the milestones described in this section. The Trust may grant an extension as needed for circumstances outside of the control of the project team such as permitting or interconnection approval delays. All extension requests must be submitted prior to each milestone's respective due date. The following major project development milestones must be demonstrated to the Trust in order for incentive funds to continue to be reserved. Failure to provide evidence of meeting these milestones may result in incentive termination. A brief project update must be provided based on each milestone completion.

Milestone 1:

Within 60 days of project approval, the following must be submitted to the Trust. Projects that have not submitted these documents within 60 days may have incentives terminated unless a request for extension including the reason for the request has been submitted and approved by the Trust.

1. Copy of utility interconnection application and confirmation of receipt from the utility;
2. Letter of intent detailing applicant's financing plan for the system; and,
3. Copy of preliminary system design

Milestone 2:

Within 180-365 days of project approval, the following must be submitted to the Trust. Incentives for projects that have not submitted these documents within 180 days may be canceled unless a request for extension including the reason for the request has been submitted and approved by the Trust.

1. Proof of equipment purchase orders;
2. A completed building permit and electrical permit application;
3. A completed fire permit application (if applicable); and,
4. Proof of payment of the cost of interconnection upgrade costs (if applicable).

The project team must keep approved permits current and not expired.

Milestone 3:

To continue reserving incentive funds, the following required deliverables for the project must be submitted to the Trust within 365 to 730 days. Incentives for projects that have not submitted these documents within 730 days may be canceled unless a request for extension including the reason for the request has been submitted and approved by the Trust.

1. Local building department approval and electrical permit approval;
2. Fire department approval (if applicable);
3. Utility interconnect permission to operate letter;

Energy Storage System Program**PON EM-005-2024 v2**

4. Submission of the final as-built electrical drawing stamped by a Maine Professional Engineer (PE) and electrical inspection certificate;
5. The total installed project cost;
6. The decommissioning plan;
7. Evidence of applicable UL certifications for system equipment
8. All required safety certifications; and,
9. A commissioning report documenting the results of commissioning in accordance with manufacturer specifications.

The decommissioning plan should address the manner in which the ESS and its components will be recycled or safely disposed of at the end of life or following system damage or failure, including how the site will be restored to its original state, if necessary. The decommissioning plan must include disposal options that comply with all relevant local, State, and Federal laws and regulations.

Milestone 4:

Upon proof of installation, commissioning, and successful dispatch performance, the following is required after the first performance period:

1. A brief report documenting the successful dispatch of the system including a description of the times, magnitudes, and duration of system dispatch.
2. Provision of the required 15-minute interval data to the Trust required for performance validation and incentive calculation.

5.3 Project Cancellation or Modification

Requests to cancel or modify a project must be submitted to the program contact listed in [Section 1.3](#).

Section 6: SUBMITTAL INSTRUCTIONS

Applicants are encouraged to contact the Trust as they are developing their projects. To be considered for review, applications must adhere to the following specifications:

6.1 Submittal Format

Applications must be emailed to the point of contact outlined in Section 1.3 or Custom@efficiencymaine.com and referencing:

**PON-005-2024 v1
PROGRAM OPPORTUNITY NOTICE FOR
ENERGY STORAGE SYSTEM PROGRAM**

6.2 Accurate and Complete Information

By submitting an application or proposal, the Applicant is making a representation to the Trust that all information provided in connection with the application or proposal is complete and accurate at the time of submission. The intentional provision of any false or misleading information, or the intentional omission of material information, will result in the application or proposal being deemed ineligible and may result in the Applicant's suspension or debarment from participation in Trust programs.

Section 7: INCENTIVE AWARD

7.1 Award Decisions

Following the summer peak demand dispatch performance validation process, award decisions will be made by the Trust and communicated to the applicant in writing via email. Notwithstanding any statement or prior course of conduct to the contrary, no incentive shall be deemed awarded in the absence of a specific written notice of award from the Trust. Awards are conditioned on and subject to the terms and conditions of this PON.

7.2 Measurement and Verification (M&V) Requirements

All recipients must agree to independent verification of summer peak demand (kW) reductions. Actual award of an incentive will be conditional on applicant acceptance of these M&V requirements.

7.3 Limitations

This solicitation does not commit the Trust to make an award, to pay any costs incurred in preparing an application or provide oral or written clarification of its contents, or to procure or contract for services or supplies.

The Trust reserves the right to reject any application that in its sole determination does not meet the requirements and specifications of this PON, the Trust's rules, Maine law, or generally accepted business practices, or which contains inaccurate or incomplete information. The Trust may seek clarifications and supplementation of applications as it may deem reasonable.

This PON is a competitive solicitation. The Trust reserves the right to select project applications for award in its discretion, consistent with the Trust's rules, that most fully satisfy the criteria and objectives of this PON. The Trust will award funds for approved applications only if sufficient funding is available when the application is reviewed. The Trust may elect not to award all of the available funds through this PON and may issue another PON for the remaining funds. Additionally, the Trust reserves the right to award less than the amount requested by an applicant.

7.4 Publicity of Applicant's Participation

The Trust reserves the right to disclose certain information about the applicant's participation in the program, including, but not necessarily limited to, the applicant's name, the incentive amount, and projected demand impacts. Applicants may seek to have certain energy consumption and business sensitive information treated as confidential pursuant to Title 35-A MRSA §10106.

7.5 Reservation of Rights

The Trust reserves the right to cancel or extend the PON term at any time. The Trust also reserves the right to reject any and all submissions in response to this PON and to waive formalities if doing so is in the best interests of the Trust.

7.6 Request for Reconsideration

An aggrieved person may request a hearing for reconsideration of an award decision by filing a written petition with the Executive Director of the Trust within 14 calendar days of the notification of the contract award. Each petition to reconsider must meet the requirements specified in Efficiency Maine Trust Rule Chapter 1, Contracting Process for Service Providers and Grant Recipients, Section 5(B),

Energy Storage System Program

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which can be found on the Efficiency Maine Trust website in the Policies section of the Library:
<http://www.efficiencymaine.com/docs/Chapter-1-Contracting-Process-for-Service-Providers-and-Grant-Recipients.pdf>

Attachment C - Project Description for Efficiency Maine Funding Application

Introduction & Progress to Date

Portland International Jetport (“PWM”) is pleased to submit the following application to Efficiency Maine Trust for a funding request under PON EM-005-2024. PWM is seeking a 5-year incentive award of \$200 per kilowatt, with a proposed program enrollment of 1,250 kW, to support the installation of a 1.9MW/5MWh behind-the-meter lithium-ion energy storage system (“ESS”) at PWM’s airport facility in Portland, Maine. PWM plans to own and operate the ESS. As detailed in the following sections, PWM has conducted significant due diligence over the last 12 months to complete initial development efforts, advance project readiness, and assemble a qualified team that can deliver a successful project.

PWM takes pride in being a forward-thinking energy leader in Maine. In 2011, PWM completed a large-scale geothermal heating and cooling system as part of a \$75 million terminal expansion. The project is the largest geothermal installation in Maine and was a creative first in the transportation industry, with PWM leveraging a Federal Aviation Administration Voluntary Airport Low Emissions Grant to support project implementation. In 2017, PWM completed the installation of a large solar photovoltaic canopy on the upper level of the parking garage next to the terminal. The solar array includes nearly 1,400 panels covering over 29,000 square feet and has helped reduce PWM’s energy costs and greenhouse gas emissions. PWM plans to install additional solar generation onsite in the coming years.

Over the last year, PWM has evaluated establishing a microgrid at the terminal that utilizes a large-scale ESS to manage the facility’s grid demand and provide backup power to the facility in the event of a CMP service outage. In December 2022, PWM retained Competitive Energy Services, LLC (“CES”) to perform a preliminary feasibility analysis for a behind-the-meter ESS installation at the terminal, which included a system sizing review based on PWM’s interval grid demand data and the development of a financial pro forma for ESS operations that incorporates the various value streams available for a behind-the-meter system in Maine. These value streams include transmission demand charge reduction under CMP’s coincident peak transmission tariff (“Rate B-CPT”), distribution demand charge reduction, capacity tag and energy arbitrage savings for PWM’s electric supply charges, pay-for-performance payments through Efficiency Maine’s new energy storage program, and the federal investment tax credit (“ITC”) through the new direct pay provision created by the Inflation Reduction Act of 2022.

In January 2023, CES issued a Request for Proposal (“RFP”) on behalf of the City of Portland seeking proposals from qualified ESS developers and integrators for engineering, permitting, procurement, construction, commissioning, and ongoing maintenance services for the project. The RFP requested proposals for an as-built purchase where PWM would finance the upfront cost of the ESS. The RFP was administered competitively and in accordance with the City of Portland’s public procurement requirements. In March 2023, PWM received proposals from four firms by the RFP submission deadline.

Following a review of proposals and finalist interviews, PWM chose to issue a preliminary award to Ameresco. A copy of Ameresco’s proposal is attached to the application for reference. Ameresco will serve as the engineering, procurement, and construction (“EPC”) lead and will be supported by Newtility on system design. Following commissioning of the ESS, Ameresco will maintain the system under a maintenance service agreement. Ameresco’s initial proposal included a total as-built purchase price of roughly \$3.5 million for a 1MW/4MWh ESS manufactured by Tesla and an as-built purchase price of \$4.6 million for a 2MW/5MWh ESS manufactured by Kore. PWM determined that Ameresco and Newtility offer sufficient experience and qualifications in designing and constructing behind-the-meter ESS. PWM plans to fund the as-built purchase of the ESS using operating funds.

In September 2023, PWM and Ameresco executed a letter of intent for the project. The agreement establishes the roles and responsibilities of each party to complete the necessary due diligence for PWM and other key stakeholders at the City of Portland to be able to make a final decision on execution of the as-built purchase agreement. The letter of intent includes having Ameresco and Newtility complete a final design of the system, prepare and submit an interconnection application to CMP, complete CMP's system impact study, and conduct preliminary outreach within the City of Portland on local authority having jurisdiction permitting requirements for the project. The parties have agreed to act in good faith to negotiate and execute a final as-built purchase agreement assuming CMP's interconnection study results, Ameresco's final system pricing, and the final system design are acceptable to PWM.

In December 2023, PWM submitted an interconnection application for the project to CMP. The Level 3 application includes a detailed system design and layout for a 1.9MW/5MWh ESS manufactured by Tesla. The project team collectively agreed to proceed with the larger nameplate power capacity sizing in order to 1) fully enable PWM to utilize the system as a backup power source in the event of a local CMP grid outage under all existing load conditions at the facility and 2) provide necessary flexibility for future operations of the ESS based on expected load growth at the terminal over the useful life of the ESS.

PWM is aiming to have the ESS constructed and operational by Summer 2025. However, the project timeline is subject to CMP's interconnection study process. PWM recognizes there is the potential for significant project delays if CMP and ISO New England require transmission cluster study for the project.

PWM's proposed project meets Efficiency Maine's eligibility requirements for funding under this PON:

- The ESS has yet to be installed;
- The ESS will be interconnected behind-the-meter at PWM's existing CMP accounts serving the west terminal, which will be consolidated as part of the project interconnection;
- The ESS will be located in Maine and will utilize PWM's existing CMP accounts at the terminal;
- The ESS' nameplate power capacity is 1,900 kW, which falls within Efficiency Maine's allowable range of 20 kW to 3,000 kW;
- The facility's peak electric demand as measured over the last 12 months was 1,056 kW. Additional load growth at the facility, in particular renovation of several jet bridges with air conditioning, is expected to increase peak summer demand to 1,250 kW by 2026.
- PWM will be able to collect and transmit 15-minute interval data from the ESS to Efficiency Maine, including charging rate, discharging rate, and state of charge readings;
- Tesla's ESS is designed to maintain a round-trip efficiency greater than 80%;
- Tesla offers a 15-year manufacturer's warranty for the ESS, exceeding Efficiency Maine's 10-year minimum requirement;
- Tesla's ESS is UL-listed and is recognized as meeting all safety requirements; and,
- The ESS and its components will comply with all manufacturer installation requirements, applicable laws, regulations, codes, licensing, and permit requirements.

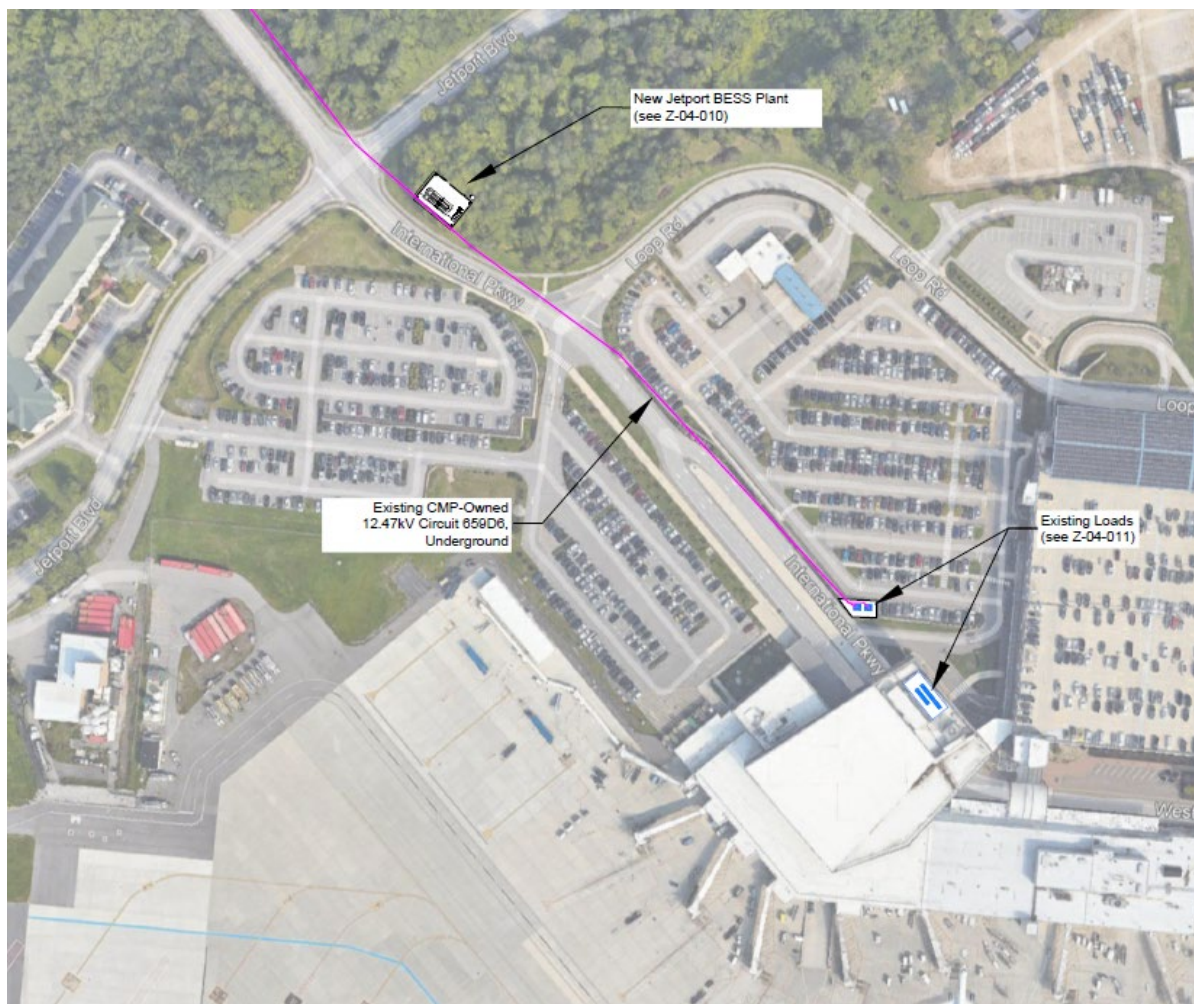
Please do not hesitate to contact me with any questions on the application. I can be reached by phone at 207-874-8877 or by email at phb@portlandmaine.gov. PWM welcomes feedback from Efficiency Maine on the application and looks forward to working with Efficiency Maine to advance this important project.

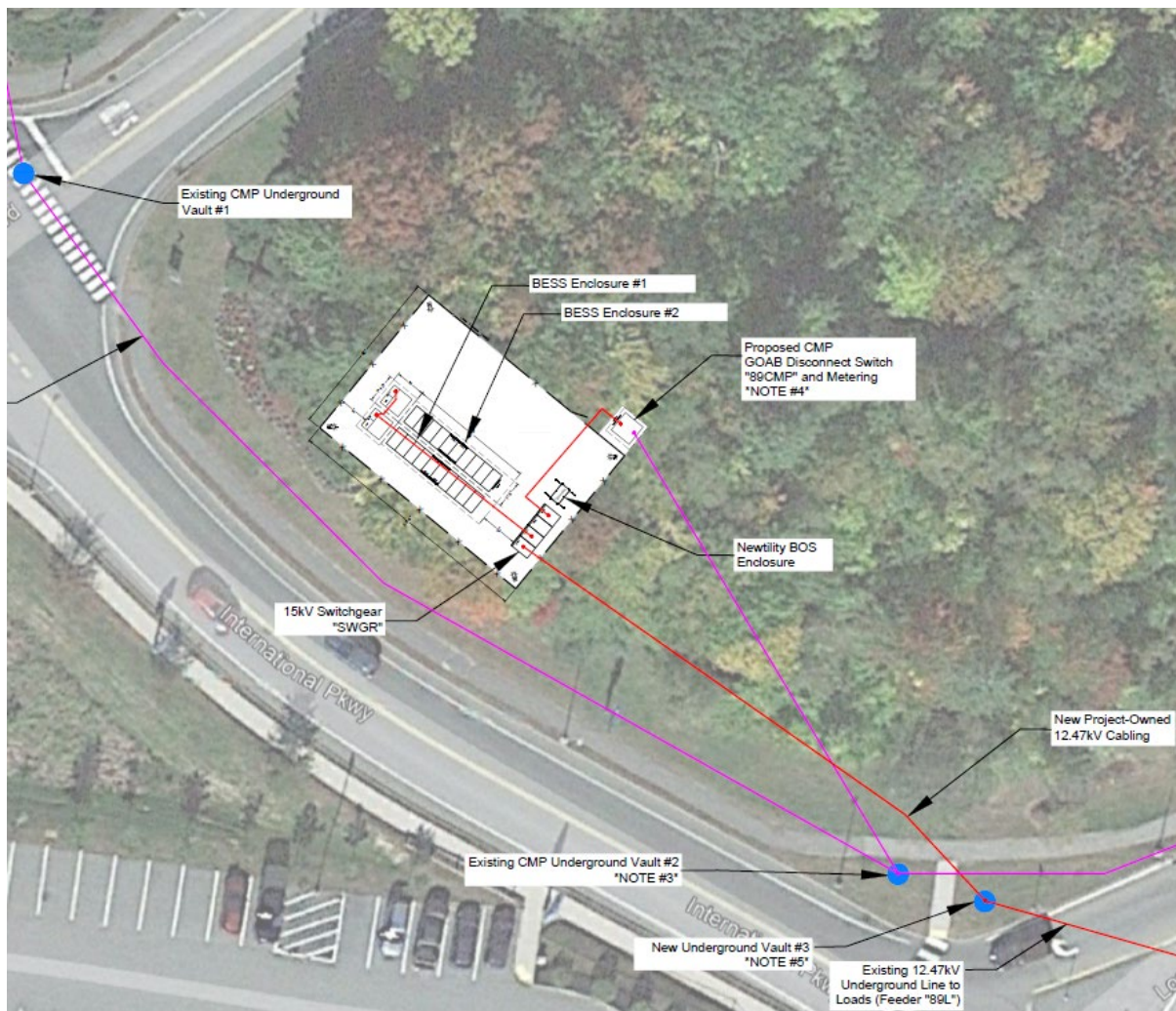
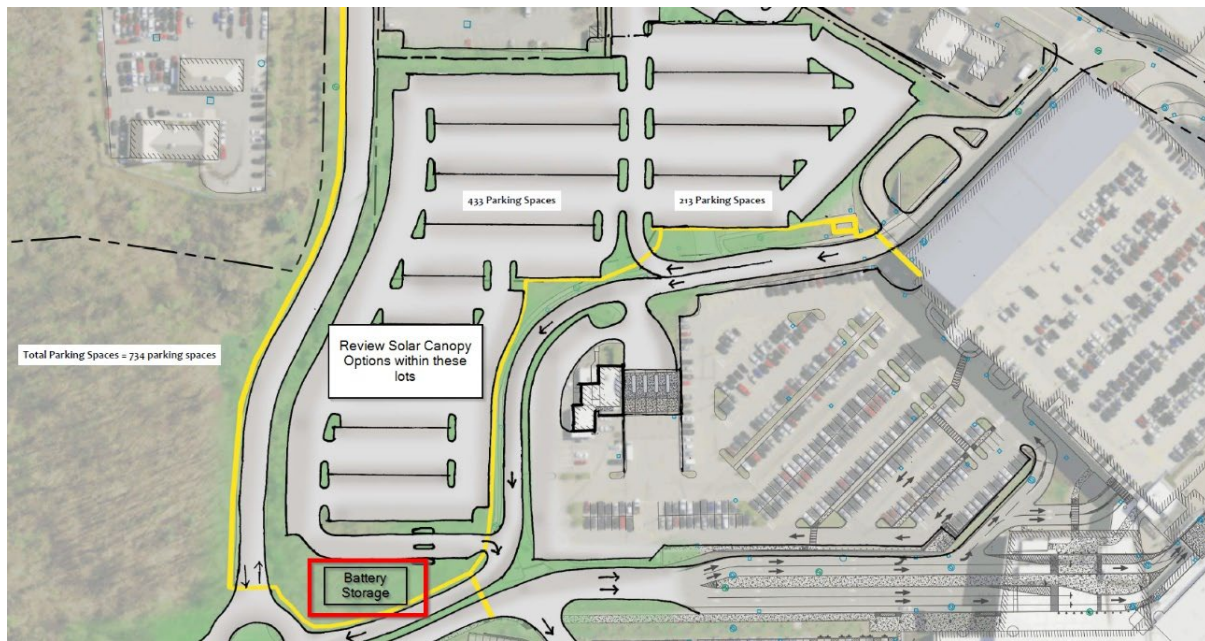
Paul Bradbury, Airport Director

Technical and Financial Proposal

The proposed ESS layout and siting is shown in the images below and is further detailed in the attached document titled 'Portland Jetport ESS Site Plan & One Line Diagram'. This document provides the proposed installation location, layout of ESS components, point of interconnection, system metering, and an electrical one-line diagram showing the proposed integration into PWM's and CMP's existing electrical infrastructure. As shown in the images below, the ESS will be installed at the junction of Jetport Boulevard and International Parkway. This intersection serves as the primary road entrance to the terminal and will make the ESS highly visible to the public. The second image below shows that the area adjacent to the proposed ESS footprint will be turned into a surface parking lot, which PWM anticipates will be completed prior to installation of the ESS.

PWM initially considered installing the ESS directly adjacent to the two CMP-owned transformers serving the west terminal. These transformers are highlighted in the first image at the terminus of the pink line and are marked as "Existing Loads". However, this footprint may be used for a new parking garage within the next 15 years, and the configuration of CMP's secondary service to the west terminal makes it challenging to meet PWM's desired backup power functionality. PWM believes the proposed ESS siting next to the new surface lot will best meet PWM's technical objectives and operational needs.





Hourly grid electricity consumption data for the west terminal's two existing CMP accounts, Account Number 35011143621 and Account Number 35012385551, is provided in the attached Microsoft Excel workbook titled 'Portland Jetport_Hourly CMP Data_Dec22-Nov23'. The file includes 12 months of hourly data spanning December 2022 to November 2023. To enable using the ESS as a backup power source for the terminal in the event of a local CMP grid outage, PWM is proposing to consolidate these two accounts as part of the project interconnection and to establish a new primary service and account with CMP. We can discuss this requirement with Efficiency Maine further upon request. PWM does not anticipate the ESS will materially offset use of PWM's existing emergency backup generators.

The ESS will be designed with a metering and data historian system that allows PWM to record, store, export, and transmit 15-minute and hourly readings from the system. Through the HMI that will be configured and provided by Ameresco and Newtility, PWM will be able to collect and transmit Efficiency Maine's requested data, including charging rate, discharging rate, and state of charge readings.

The ESS' technical specifications and warranty guarantees are provided in the attached document titled 'Portland Jetport_Tesla Megapack 2 XL Datasheet'. An overview of the ESS' safety features and design is provided in the attached document titled 'Portland Jetport_Tesla Megapack 2 XL Safety Overview'. This safety documentation, along with the protective relaying scheme detailed in the electrical one-line diagram, demonstrates that the project will satisfy all utility interconnection, permitting, and safety requirements.

A preliminary financial pro forma for the project is included in the attached Microsoft Excel workbook titled 'Portland Jetport_ESS Pro Forma'. The 20-year pro forma provides an estimate of the annual financial costs and benefits expected by PWM including anticipated incentives from the Trust for summer peak dispatch and monetary benefits associated with facility peak demand management outside of the summer months. In addition to showing the \$200 per kW pay-for-performance incentive provided by Efficiency Maine, the pro forma presents projected operational performance and associated savings from transmission demand charge reduction under CMP's coincident peak transmission tariff ("Rate B-CPT"), distribution demand charge reduction, capacity tag and energy arbitrage savings for PWM's electric supply charges, \$35 per kW pay-for-performance payments through Efficiency Maine's load management program following the fifth year of ESS operations, and an estimated ITC payment in year one of operations valued at 30% of the ESS' installed cost.

The pro forma also presents the projected upfront as-built purchasing cost for the ESS and ongoing operational expenses PWM expects to incur under Ameresco's maintenance service agreement and for dispatching support from CES. The pro forma does not include an estimated cost for PWM to establish the new primary account with CMP and to consolidate the two existing accounts. PWM plans to apply to the Maine Governor's Energy Office for federal funding to support this service reconfiguration and to add sufficient energy capacity to the ESS for backup emergency purposes. PWM anticipates applying for this funding in early 2024 once the Governor's Energy Office solicits proposals.¹

¹ On July 6, 2023, Maine received approval of a \$4.4 million Grid Resilience State and Tribal Formula Grant from the U.S. Department of Energy, which aim to ensure the reliability of power sector infrastructure so that communities have access to affordable, reliable, clean electricity. Maine's Grid Resilience Grant Program seeks to improve the resilience of the electric grid while encouraging grid modernization and clean energy deployment, workforce

The ESS pro forma includes an as-built purchase cost of \$4.26 million for the ESS. This pricing has been provided by Ameresco and is roughly 10% lower than when the Jetport ran its RFP in 2023 based on current battery market conditions. The following table provides a breakdown of this total by equipment, site preparation, labor, and project management costs:

Option #2	Jan 2024 reprice for EMT app	Proposal Price	Difference
Equipment Cost	\$ 3,092,824	\$ 3,515,211	\$ (422,387)
Site Prep/Civil Cost	\$ 194,797	\$194,797	\$ -
Labor Cost	\$ 739,401	\$739,401	\$ -
Project Management Fee	\$ 234,179	\$234,179	\$ -
Total	\$ 4,261,201	\$ 4,683,588	\$ (422,387)

The ESS will be operated by PWM personnel with dispatch support and advisory provided by CES. CES will provide daily instructions to PWM detailing recommended charging and discharging actions for the next 24 hours, along with a 72-hour look ahead of expected operations. CES provides this ESS dispatching advisory to other large end users in New England and has the relevant expertise and qualifications to deliver this service to PWM. As shown in the ESS site plan, the ESS will be configured with protective relaying to adhere to CMP's non-exporting requirements for Level 3 projects.

PWM is anticipating the ESS will be cycled approximately 150 times per year. During July and August, the ESS will be discharged each weekday from at least 5 P.M. to 9 P.M. with the aim to realize distribution demand charge savings for the facility. Discharging may be extended on these weekdays or may occur on weekends in these two summer months depending on CMP loads (i.e., targeting transmission demand charge reduction) and ISO New England loads (i.e., targeting capacity tag reduction). From September to June, PWM expects to discharge the ESS on roughly 10 weekdays per month on average. This cycle count will vary by month depending on CMP's regional network service loads, which dictate when the ESS can produce potential transmission savings for PWM under the B-CPT tariff. Scheduled maintenance will also need to be accounted for in operation, which PWM anticipates will occur in the shoulder season months.

An important component of these value streams is how PWM's retail electricity supply contract is set up. CES advises the City of Portland on its electricity supply procurement. PWM currently utilizes a fixed all-inclusive supply contract structure, meaning its supplier charges a single fixed price covering all cost components including market energy, ancillary services, fuel security, Renewable Portfolio Standard compliance, and capacity. To enable direct capacity tag savings and energy arbitrage savings from ESS operations while also allowing PWM to monetize contracted net energy billing credits, CES and PWM expect to structure future electricity supply contracts for the facility with a fixed price true-up structure.

opportunities, and strengthening community resilience to disruptive events. The Maine Governor's Energy Office has indicated that in the coming months, it will conduct a competitive solicitation process to identify projects that advance the program goals. According to the GEO, funding may be used for a range of resilience measures including use or construction of distributed energy resources for enhancing system adaptive capacity during disruptive events, grid hardening measures, and advanced modeling and control technologies.

Management and Resource Adequacy and Readiness

PWM has made substantial progress on project development to date that supports project readiness and has assembled a qualified project team to effectively execute the proposed scope of work. PWM has a demonstrated track record of successfully developing large complex infrastructure projects at the facility.

PWM's project management is being led by Paul Bradbury, Airport Director. Ameresco is responsible for EPC management. Ameresco's team lead is Luke Brostek, Senior Project Engineer. Newtility is responsible for system design and technical integration. Newtility's team lead is Eli Ladd, Owner and Principal Engineer. CES is responsible for serving as PWM's owner's representative during system design, permitting, and construction. CES' team lead is Eben Perkins, Chief Strategy Officer.

As previously discussed, project viability is not contingent on third-party financing. PWM plans to complete an as-built system purchase using operating funds allocated by the City of Portland. The City of Portland has a strong business and financial position and is in good standing with the State of Maine. A statement on PWM's financing plan and commitment to the project is provided in the attached document titled "Portland Jetport_Project Financing Statement".

As previously discussed, PWM is aiming to have the project online by Summer 2025. PWM submitted the interconnection application for the project to CMP on December 14, 2023. This submission followed two months of design, engineering, and preparation work. Looking forward, the project's timeline is subject to CMP's requirements and timing to complete the interconnection study process. If CMP only requires a distribution impact study, the project team estimates an interconnection agreement may be executed with CMP by June 28, 2024.

Following a determination from CMP on whether a transmission-level study is required, the project team will finalize the proposed schedule for the following action items across 2024 and 2025. The potentially significant delay posed by a transmission-level study would impact the timing of these milestones:

- Civil survey of proposed ESS footprint.
- Pre-meeting with City of Portland stakeholders to discuss authority having jurisdiction permitting requirements including building, electrical, and fire permits.
- Application submission to the City of Portland for authority having jurisdiction permits.
- Execution of final as-built purchase agreement between PWM and Ameresco.
- ESS equipment notice to proceed issued by PWM. At present, the longest lead-time equipment item is switchgear with a 40-week expected wait time (subject to change).
- Construction notice to proceed issued by PWM.
- Site mobilization, onsite construction, and commissioning.

These activities are intentionally listed in the order in which they would be completed. This approach mitigates project development risk for PWM by enabling key development variables and uncertainties, namely utility interconnection approval and local authority having jurisdiction approval, to be resolved prior to PWM making substantial financial investments in ESS equipment purchasing.

PWM is available to discuss the proposed project schedule and development requirements with Efficiency Maine upon request.

MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: October 7, 2025

SUBJECT: Order 66-25/26 Appropriating \$9,300,000 from Jetport Unrestricted Funds to Improve and Expand the Public Surface Parking Lots - Sponsored by the Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

SPONSOR: Sustainability and Transportation Committee, Regina Phillips, Chair. The Committee met on September 10, 2025 and voted 2-0 to refer this project to the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/6/2025

Final Action 10/20/2025

Can action be taken at a later date: Yes

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

PRESENTATION: Paul Bradbury, Jetport Director, will present this item, and answer any Council questions.

I. SUMMARY

The Portland International Jetport requests the City Council appropriate \$9.3 million from Jetport unrestricted funds to improve and expand public surface parking lots south of Jetport Boulevard.

II. AGENDA DESCRIPTION

On September 10, 2025 the Sustainability & Transportation Committee voted (2-0, Bullett absent) to recommend this to the City Council for approval.

This item requests a \$9.3 million appropriation to expand and improve the existing cell phone lot and gravel parking lot adjacent to Embassy Suites into a new Jetport self-park public parking lot of 667 spaces. The project will bring the existing gravel lot and partially cleared land acquired from Toye Airport Park LLC in 2021 up to current standards for lighting, stormwater treatment, pedestrian access, and landscaping. The proposed project also includes development of approximately 2.2 acres of Jetport land zoned Airport Business adjacent to the former Toye Airport Park LLC parcel for surface parking and a pad for a proposed Battery Energy Storage System (BESS) project. The project will net 265 new parking spaces.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

This Jetport is a multi-modal transportation facility that served over 2.4 million arriving and departing travelers in 2024. The Jetport is the state's largest commercial service airport by passenger volume and provides an important connection for the greater Portland region and the state of Maine to the national air transportation system. The ability to connect air travelers to all forms of ground transportation in a safe, convenient, efficient, and sustainable manner is an important function of the Jetport. It is ideal for multimodal transportation facilities such as the Jetport to provide onsite walkable distance parking adequate to meet demand and reduce the need for shuttle operations. This project, as with all significant infrastructure projects at the Jetport, has been developed over many years and was included in the prior two Jetport master plans issued in 2008 and

2018. Commercial service airports are required by the FAA to prepare or update master plans roughly every 10 years to ensure safe, operationally efficient facilities that meet FAA standards, and provide development guidance to meet forecast demand.

The proposed surface parking project provides for the redevelopment and upgrade of two existing parking lots, a gravel 300 space valet parking lot that was acquired from Toye Airport Park LLC in 2021 and the existing 102 space cell phone lot. These existing redeveloped parking lots are combined with the development of approximately 4.5 acres of land south of Jetport Boulevard and west of the Embassy Suites hotel as outlined below.



These areas are consolidated to provide a new combined 667 space long-term public parking lot and a Battery Energy Storage System (BESS) facility. The BESS was previously reviewed by the Sustainability & Transportation Committee at its February 12, 2025 meeting. The new proposed surface parking project as shown below will net 265 new parking spaces and will include 133 level 1 EV ready spaces in the proposed lot and 53 new level 1 EV spaces in the existing parking garage.



The Jetport has experienced substantial growth over the past two years, with total passenger volumes in 2023 and 2024 exceeding the 2019 pre-pandemic peak of 2,180,000 by 1.8% and 11.8% respectively. The Jetport as an origination/destination (O/D) airport in a large rural state has consistently required 1.25 long-term public parking spaces per 1,000 total passengers. This number is slightly lower than the median of 1.39 spaces per 1,000 O/D passengers included in a 1996 survey of 90 airports by Airports Council Int'l - North America. Based upon this metric, as outlined in the table below, the Jetport required approximately 3,047 spaces in 2024 and, based on full year projections, requires 3,218 in 2025.

Portland International Jetport Vehicle Parking Need Projections					
Planning Year	Total O&D Passengers (PAX)	PAX divided by 1,000	1.25 spaces 1,000 PAX	Existing public long term spaces	Diff.
2019	2,180,154	2,180	2,725	2,786	61
2023	2,218,920	2,219	2,774	3,084	310
2024	2,437,578	2,438	3,047	3,084	37
2025*	2,574,015	2,574	3,218	3,084	(134)
2026*	2,706,664	2,707	3,383	3,084	(299)
2027*	2,758,084	2,758	3,448	3,084	(364)
* Projection using PWM and FAA Terminal Area Forecast (TAF) Passenger Data					

The Jetport currently has 3,084 long-term public parking spaces, 2,625 on campus (including the gravel valet lot) and 459 long-term parking spaces at its discount “Pink” lot on District Road. At times during the Jetport’s peak parking months of February – April of 2024 and 2025 the Jetport exceeded available spaces and used additional temporary parking on the north aircraft apron. This project will increase the total number of long-term public parking spaces to 3,451 and provide immediately needed parking development consistent with the 2008 and 2018 Jetport master plans.

Although the Jetport has seen robust growth over the past two years, this is not projected to continue over the

next 5 years. There was a strong post-pandemic recovery at the Jetport followed by double-digit 10.4% growth in 2024 and projected 6% growth in 2025. The current FAA Terminal Area Forecast (TAF) for the Jetport suggests more modest growth of less than 2% in 2026 and beyond. This project provides the most efficient approach to meeting the short-term (5 year) parking needs for the Jetport. Additionally, this project brings the existing gravel valet lot up to current site plan standards and provides parking that will be needed to develop the next phase of parking garage expansion.

This project site is entirely on the Jetport campus and provides parking that is within walking distance of the Jetport terminal building, eliminating the need for additional shuttle operations and reducing the amount of traffic on roadway systems. The lot is accessible without traveling in front of the terminal loop road.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

While not addressing a direct Council goal, the proposed parking improvements and expansion at the Jetport is a significant project in support of the City's overall transportation system.

V. FINANCIAL IMPACT

The \$9.3 million project would be funded from the Jetport's unrestricted fund balance, which is currently at \$29.6 million.

VI. STAFF ANALYSIS AND BACKGROUND

The Jetport is the City of Portland's largest multimodal hub connecting many forms of ground transportation to the national air transportation system. This ground transportation includes buses, taxis, limos, charters, transportation network companies (Uber/Lyft), commercial shuttles, personal vehicles, rental cars, bicycles, pedestrians, and others. As a multimodal hub, the Jetport's goal is to efficiently support all these methods of transportation. This said, the reality is that our travelers come from a mostly rural geographical area covering Maine and eastern central New Hampshire. The primary and often only means of transportation for much of this large mostly rural area remains personal vehicles. This project allows the Jetport to bring existing surface parking areas up to current site plan standards. Additionally, the project develops a 2.2 acre parcel south of Jetport Boulevard and the adjacent 2.1 acre lot previously owned and cleared by Toye Airport Park LLC to provide a consolidated new efficient 667 space public parking lot. This project will correct current infrastructure deficits and provide needed parking spaces to meet existing and future demand.

As part of this project, 59,322 square feet of land north of Jetport Boulevard is proposed to be placed in a conservation easement to provide a buffer to neighbors along Cobb Avenue. This conservation easement includes the protection of 11,245 square feet of wetlands.

VII. RECOMMENDATION

This project will allow the Jetport to make needed improvements to two existing surface parking lots and provide a modest but needed expansion of surface parking to meet current and future demand. Staff supports the project and recommends approval of the \$9.3 million appropriation from Jetport unrestricted funds.

VIII. LIST ATTACHMENTS

1. Order - Appropriating 9.3M from Jetport Unrestricted Funds for Parking Lots
2. Exhibit A - PWM Parking - Proposed Site Plan 01282025
3. Exhibit B - STI Cost Estimate Jetport Parking
4. Exhibit C - Conservation Area.Draft.9-2-25
5. Responses to Public Comments on Jetport Parking Project_Received by the Sustainability & Transportation Committee
6. 2025.10.06 Public Comment - Order 66

Prepared by:
Paul Bradbury, Jetport Director

Date: 10/07/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

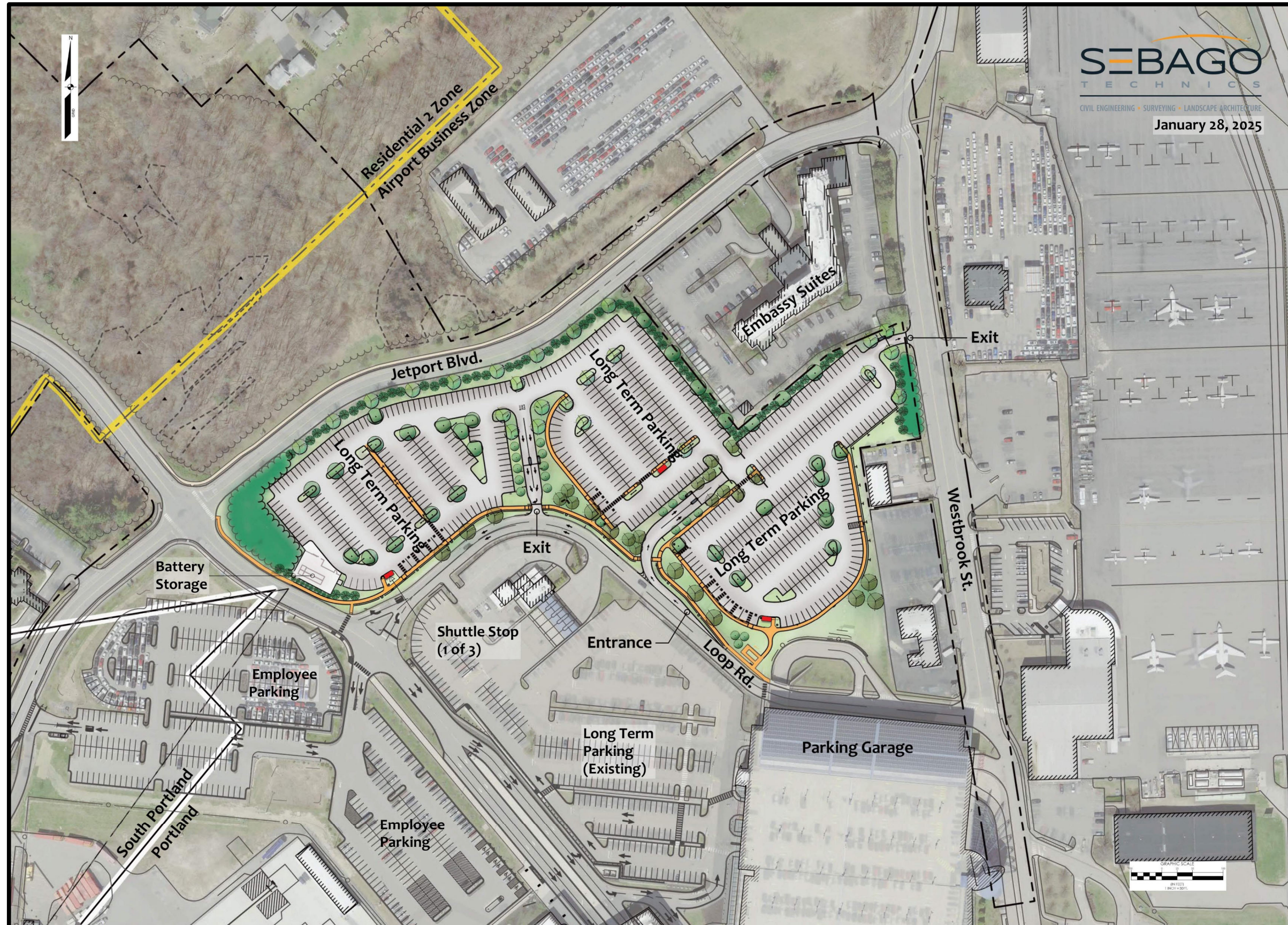
SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROPRIATING \$9,300,000 FROM JETPORT UNRESTRICTED FUNDS TO
IMPROVE AND EXPAND THE PUBLIC SURFACE PARKING LOTS**

ORDERED, that \$9,300,000 in Jetport unrestricted funds is hereby appropriated to improve and expand the public surface parking lots as depicted and described on attached Exhibits A, B, and C; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute any related documents necessary or convenient to carry out the intent of this order.

EXHIBIT A



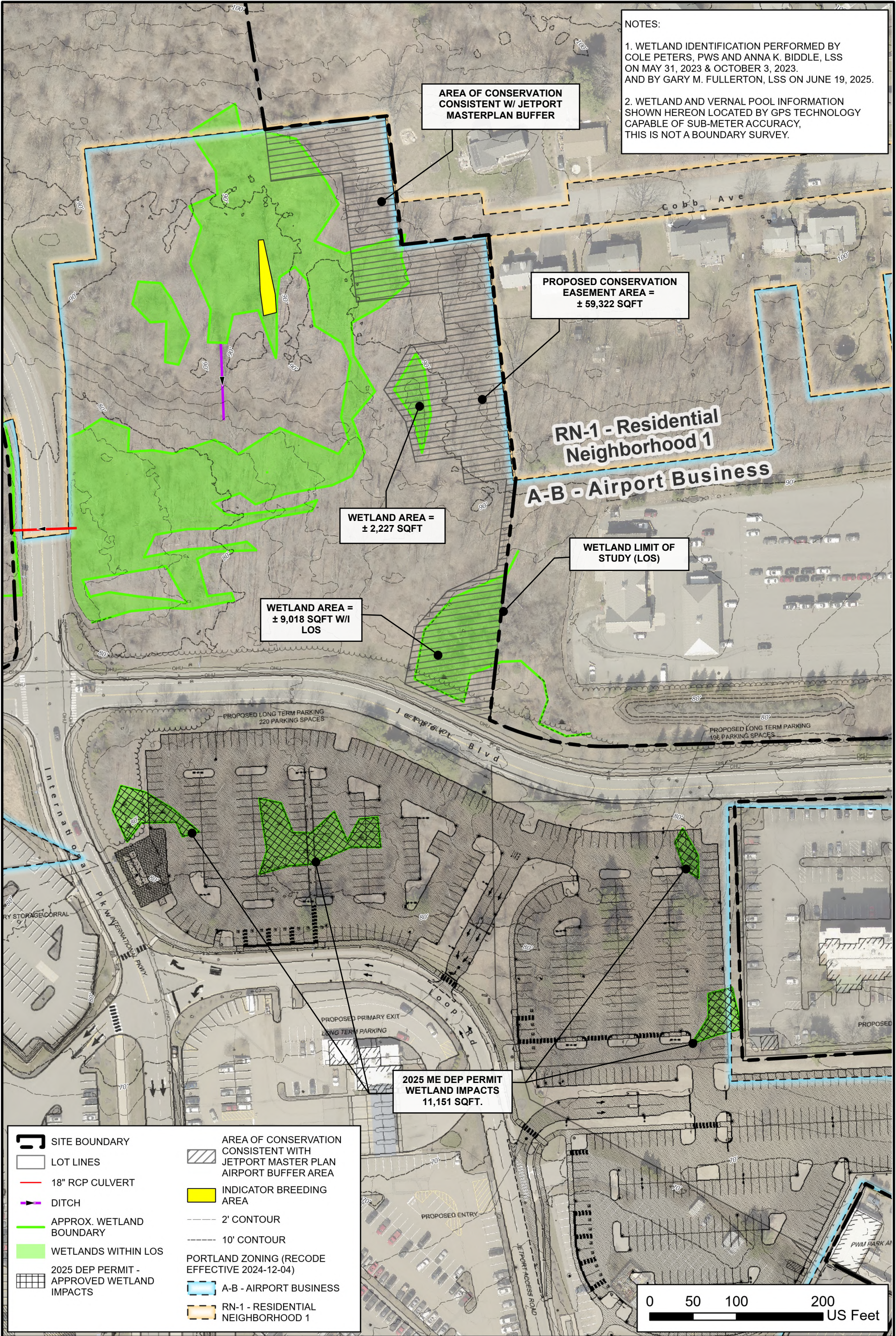
- **Two-Paved Parking Lots**
- **Reconfigures Existing Parking Lots and New Parking Lot Construction**
- **Consistent with Parking Masterplan**
- **Current Total Long -Term Parking: 3,084**
- **Displaced Parking: 402 Spaces (Valet and Cell Phone Lot)**
- **Total Proposed Parking Construction Shown: 667**
- **Net Increase: 265 Spaces**
- **53 Level 1 EV Parking**
- **133 Level 1 EV Ready**

EXHIBIT B

Sebago Technics, Inc. 11-Apr-25 19059 - Portland International Jetport - PWM		OPINION OF PROBABLE COSTS			
OPINION OF PROBABLE COSTS GENERATED USING DESIGN PLANS APPROVED BY CITY OF PORTLAND ON JANUARY 28, 2025.					
Notes:					
Item Description		U/M	Quantity	Unit Cost	Total Cost
SITE PREPARATION					
Remove Existing Pavement		SY	5500	\$ 5.00	\$ 27,500.00
Remove Existing Granite Curb		LF	1078	\$ 15.00	\$ 16,170.00
Remove Existing Gravel		CY	5270	\$ 20.00	\$ 105,400.00
Clearing & Stump Removal		AC	4.02	\$ 20,000.00	\$ 80,436.18
Remove Single Tree		EA	20	\$ 2,000.00	\$ 40,000.00
Remove Existing Drainage & Structures		ALLOW	1	\$ 25,000.00	\$ 25,000.00
Strip Topsoil/Grub		CY	4200	\$ 4.00	\$ 16,800.00
Remove Sign		EA	4	\$ 500.00	\$ 2,000.00
Remove & Salvage Specialty Sign		LS	1	\$ 10,000.00	\$ 10,000.00
Remove Chain Link Fence		LF	1290	\$ 10.00	\$ 12,900.00
Remove Utility Pole		EA	1	\$ 2,500.00	\$ 2,500.00
Remove Light Pole & Base		EA	6	\$ 2,500.00	\$ 15,000.00
Remove & store existing Wayfinding Sign & Sculpture		LS	1	\$ 15,000.00	\$ 15,000.00
Remove Existing Utility Infrastructure - Cell Phone Gate Islands.		ALLOW	1	\$ 25,000.00	\$ 25,000.00
					\$ 393,706.18
EARTHWORK					
Common Excavation		CY	32000	\$ 20.00	\$ 640,000.00
Rock Excavation		CY	1600	\$ 350.00	\$ 560,000.00
Common Fill		CY	1900	\$ 35.00	\$ 66,500.00
					\$ 1,266,500.00
EROSION CONTROL					
Erosion & Sedimentation Control		ALLOW	1	\$ 100,000.00	\$ 100,000.00
					\$ 100,000.00
ELECTRICAL SERVICE					
Secondary Underground Service - Parking and Garage		LF	7900	\$ 45.00	\$ 355,500.00
Electrical Handholes		EA	24	\$ 2,500.00	\$ 60,000.00
Level 1 EV Receptical in Garage		EA	27	\$ 2,500.00	\$ 67,500.00
Electrical Circuits, Subpanels, and Panel Modifications		ALLOW	1	\$ 200,000.00	\$ 200,000.00
					\$ 683,000.00

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STORM DRAINAGE				
Lot 1 Contech Subsurface CMP Detention	CF	55644	\$ 10.00	\$ 556,440.00
Lot 2 Contech Subsurface CMP Detention	CF	48380	\$ 10.00	\$ 483,800.00
Lot 1 Stormfilter Treatment Unit	LS	1	\$ 120,000.00	\$ 120,000.00
Lot 2 Stormfilter Treatment Unit	LS	1	\$ 100,000.00	\$ 100,000.00
Outlet Control Structure	EA	2	\$ 15,000.00	\$ 30,000.00
Alter Existing Drainage Pipe	EA	2	\$ 500.00	\$ 1,000.00
4' Drainage Structure	EA	64	\$ 5,500.00	\$ 352,000.00
5' Drainage Structure	EA	4	\$ 6,500.00	\$ 26,000.00
6' Drainage Structure	EA	9	\$ 7,500.00	\$ 67,500.00
Stone Drip Edge	LF	500	\$ 60.00	\$ 30,000.00
6" Storm Drain	LF	88	\$ 65.00	\$ 5,720.00
12" Storm Drain	LF	1535	\$ 115.00	\$ 176,525.00
15" Storm Drain	LF	885	\$ 130.00	\$ 115,050.00
18" Storm Drain	LF	971	\$ 155.00	\$ 150,505.00
24" Storm Drain	LF	327	\$ 175.00	\$ 57,225.00
30" Storm Drain	LF	52	\$ 220.00	\$ 11,440.00
36" Storm Drain	LF	24	\$ 250.00	\$ 6,000.00
				\$ 2,289,205.00
LIGHTING				
New Site Lighting	EA	20	\$ 12,000.00	\$ 240,000.00
				\$ 240,000.00
LANDSCAPING				
Loam & Seed	SY	8900	\$ 7.00	\$ 62,300.00
Landscaping	ALLOW	1	\$ 375,000.00	\$ 375,000.00
				\$ 437,300.00
ROADWAY/ PARKING				
Parking - 19.0mm HMA Base Paving Course	TN	2810	\$ 110.00	\$ 309,100.00
Parking - 9.5mm HMA Surface Paving Course	TN	1620	\$ 120.00	\$ 194,400.00
MDOT Spec 703.06(C) Type D Gravel	CY	10850	\$ 50.00	\$ 542,500.00
MDOT Spec 703.06(a) Type A Gravel	CY	2180	\$ 60.00	\$ 130,800.00
Fine Grade Surface Gravel	SY	26100	\$ 2.50	\$ 65,250.00
Sidewalk - 9.5mm HMA Surface Paving Course - Handplaced	TN	125	\$ 250.00	\$ 31,250.00
Sidewalk - MDOT Spec 703.06(C) Type D Gravel	CY	400	\$ 50.00	\$ 20,000.00
Vertical Granite Curb	LF	1555	\$ 60.00	\$ 93,300.00
Slip Form Concrete Curb	LF	6000	\$ 15.00	\$ 90,000.00
Sloped Slip Form Concrete Curb	LF	40	\$ 25.00	\$ 1,000.00
Detectable Warning Field	SF	675	\$ 150.00	\$ 101,250.00
Signage Allowance	LS	1	\$ 100,000.00	\$ 100,000.00
Striping Allowance	LS	1	\$ 25,000.00	\$ 25,000.00
				\$ 1,703,850.00
GATE KIOSKS				
Kiosk Entry Island and Pads	LS	1	\$ 225,000.00	\$ 225,000.00
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GATES & FENCING				
Decorative Fence	LF	700	\$ 150.00	\$ 105,000.00
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10% CONTINGENCY					\$ 747,884.12
GENERAL CONDITIONS					
Mobilization, Bonds, Traffic Control, Phasing, Contractor QA/QC & Ins		LS	1	\$ 448,730.47	\$ 448,730.47
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CONSTRUCTION SERVICES					
Materials Testing		LS	1	\$ 25,000.00	\$ 25,000.00
CD's, Electrical Design, Wetland Compensation Work, Bidding, Construction Services & Resident Engineer (Full-Time 50 hrs/week at 9 month)		LS	1	\$ 475,000.00	\$ 475,000.00
					\$ 500,000.00
ESTIMATED PROJECT COST					\$ 9,175,455.77



DRAWN	MTM		NATURAL RESOURCES EXHIBIT PORTLAND JETPORT PARKING EXPANSION	SEBAGO TECHNICS WWW.SEBAGOTECHNICS.COM 75 John Roberts Rd. - Suite 4A South Portland, ME 04106 Tel. 207-269-2109
PROJECT	19059			
DATE	9/2/2025			
SCALE	1" = 100'			

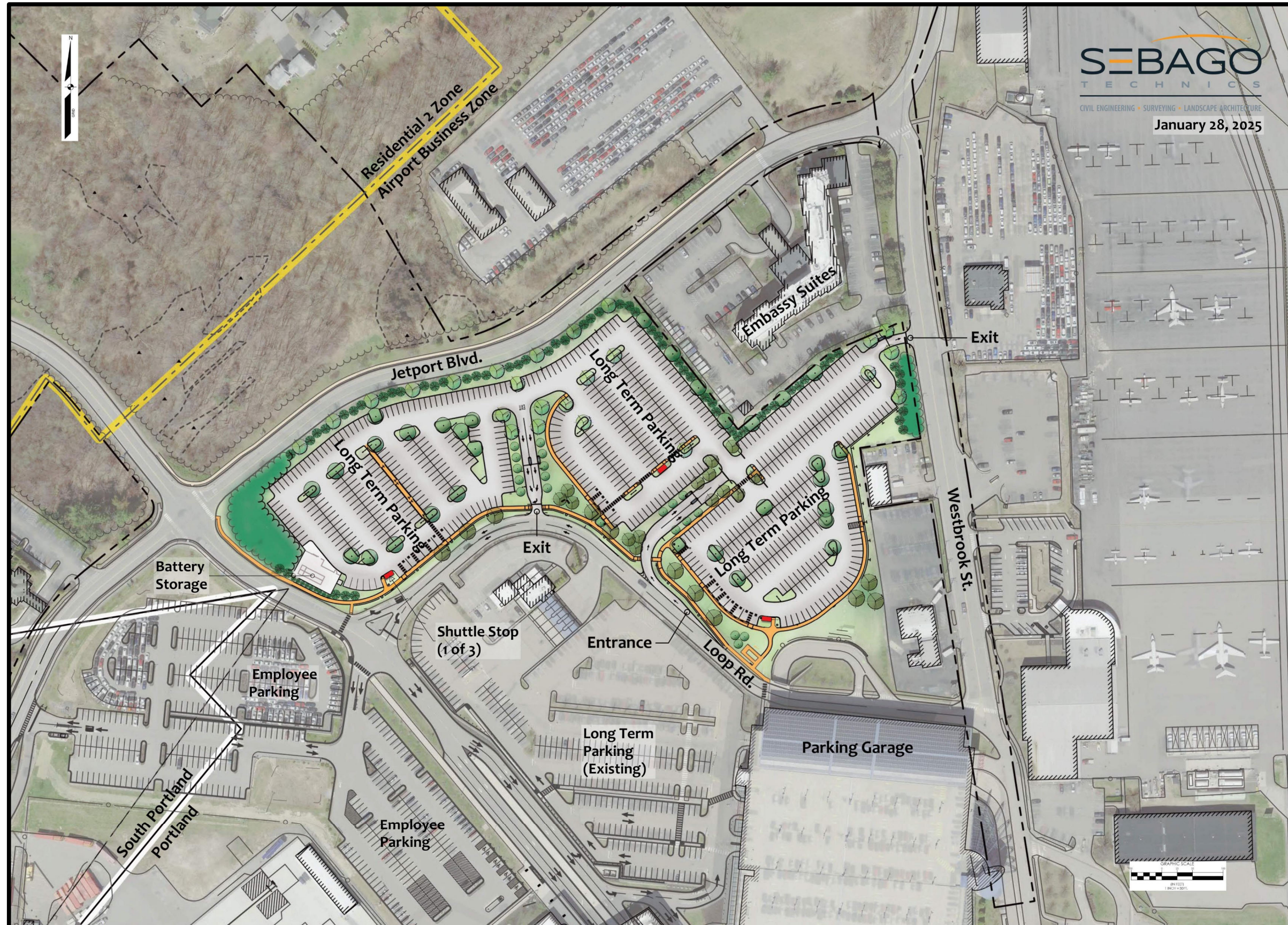
LOCATION: PORTLAND INTERNATIONAL JETPORT
PORTLAND, MAINE

INFORMATION:
2020 USGS LIDAR TOPOGRAPHY
2021 SPRING ORTHOIMAGERY

Page 204

NAD 1983 StatePlane Maine West FIPS 1802 Feet

EXHIBIT A

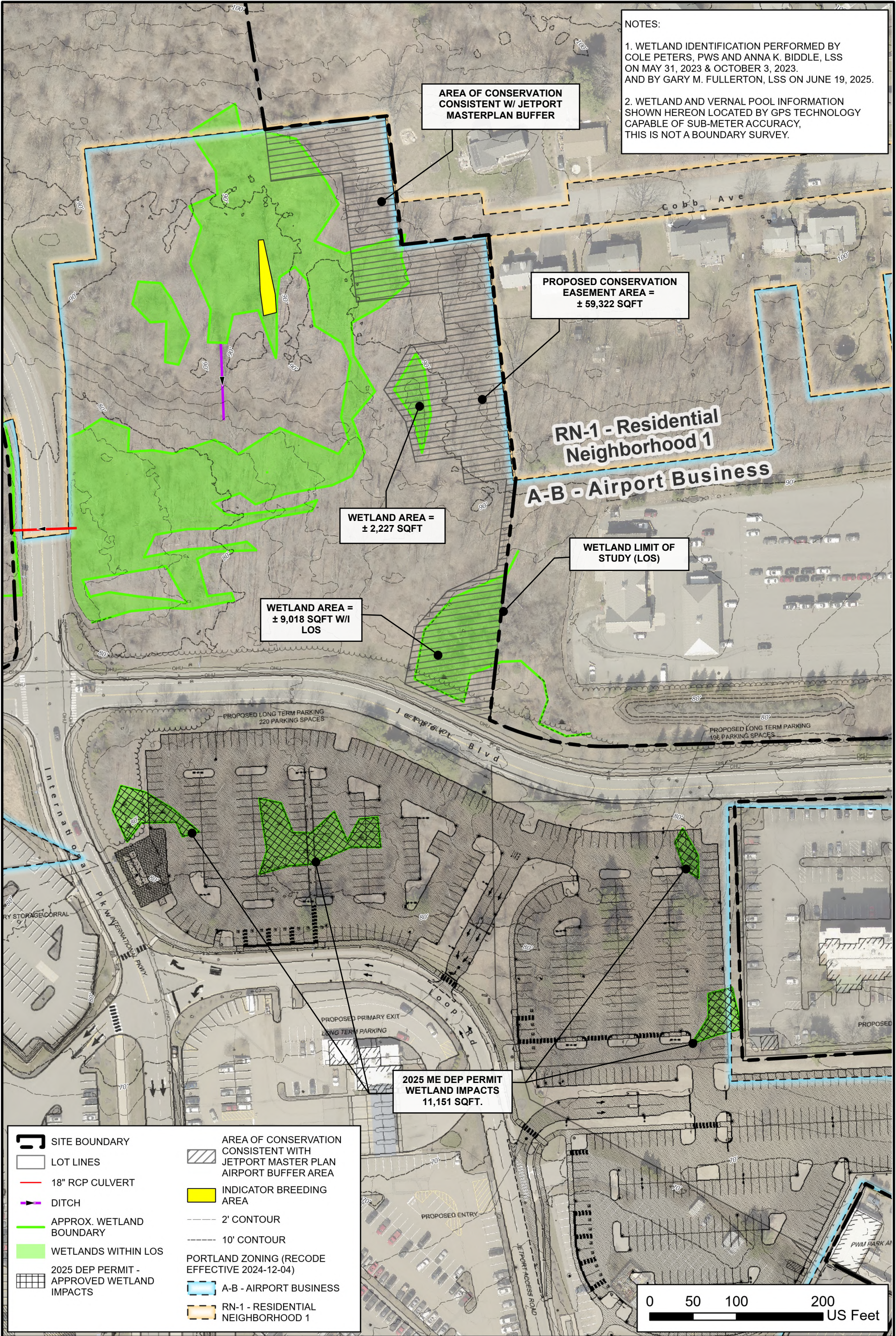


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Kisok Entry Island and Pads	LS	1	\$ 225,000.00	\$ 225,000.00
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CONSTRUCTION SERVICES				
Materials Testing	LS	1	\$ 25,000.00	\$ 25,000.00
CD's, Electrical Design, Wetland Compensation Work, Bidding, Construction Services & Resident Engineer (Full-Time 50 hrs/week at 9 month)	LS	1	\$ 475,000.00	\$ 475,000.00
				\$ 500,000.00
ESTIMATED PROJECT COST				\$ 9,175,455.77



Responses to Public Comments Received by the Sustainability & Transportation Committee on the Proposed Portland International Jetport Parking Expansion & Improvements Project

From: 'Charlotte Witt' via Public Comment <publiccomment@portlandmaine.gov>

Subject: Public Comment for Sept 10 S&T Committee, re: Jetport Parking Project

Date: Sun, Sep 7, 2025 at 10:10 AM

Dear S & T Committee,

I am writing to urge the Sustainability and Transportation Committee members to vote “no” on the proposed Jetport Parking Project for several reasons:

1. The proposed new paving is not the most sustainable way to increase parking at the Jetport. It will inflict permanent environmental damage to wetlands, vernal pools and destroy mature trees for a temporary fix, adding less than 200 spaces.

The project does impact approximately 11,151 square feet of small pocketed, non-hydrologically connected, low function and value wetlands. It does not impact any vernal pools. The impacts by the proposed project have been permitted by the Maine DEP, but the Jetport base on input from the Portland Planning Board went a step further and will place 11,245 square feet of higher value wetlands north of Jetport Boulevard into a conservation easement. Additionally, another 48,077 square feet will be placed in conservation as a buffer to the nearest residential parcels along Cobb Avenue.

The improvements will require the removal of 153 trees of greater than 10” diameter, but 19 of these are ash trees that the city arborist has identified as infected by the emerald ash borer, and must be removed regardless of this project. The project calls for the planting of 167 total new trees around the perimeter of the site, the entrance to the lot, and within the interior landscaped islands. The Jetport is also evaluating the addition of coniferous trees north of Jetport Boulevard to provide additional buffering and offset the trees removed as part of this project.

This lot is not planned as a temporary solution, but rather a long-term improvement to the Jetport’s campus. A significant part of this project is the improvement of the former Tøye Airport Park LLC property (aka ParkNJet) that was acquired by the Jetport in 2021. This property includes a 300-parking space gravel lot that does not meet current site plan standards for lighting, pedestrian access, landscaping, or stormwater treatment. Additionally, the property includes 2.1 acres of previously cleared land that will also be improved as part of this project. The project also develops 2.2 acres of Jetport land contiguous with the ParkNJet parcel that is in the City of Portland’s Airport Business (AB) zone and has long been planned for airport development. This land will expand and improve the proposed parking lot and include the installation of a Battery Energy Storage System (BESS) along the southwest edge that will improve the region’s energy sustainability as well as the Jetport’s electrical resiliency. Lastly,

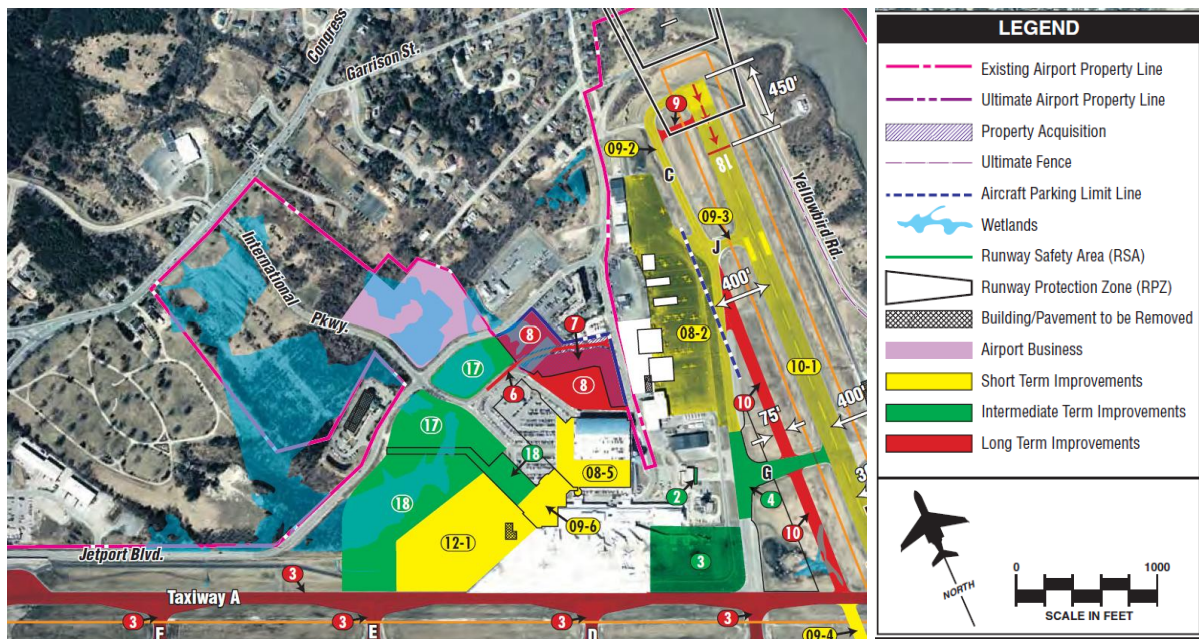
the project redevelops the Jetport's existing 102 space Cell Phone Lot. These improvements will provide a new efficient consolidated 667 space public parking lot that meets all site plan requirements for a public self-park lot.

2. The proposed new and unnecessary paving will cause runoff and damage to the nearby Fore River and Casco Bay.

The new lot will meet all design and environmental standards for runoff and will improve the runoff currently occurring from the un-improved former Toye Airport Park LLC (ParkNJet) gravel lot. The proposed project provides pretreatment sumps, subsurface stormwater detention, and stormfilter treatment units that do not exist today.

3. A more sustainable and forward looking parking solution is to build onto the existing parking garage—build up not out.

We acknowledge the opinion of the writer, but note the next phase of the parking garage requires construction on top of existing surface parking. This project provides needed upgrades to the existing north parking lots and parking that will be required to accommodate the next phase of parking garage construction. As outlined below this proposed project has been in Jetport planning documents since the 2008 master plan noted as projects 8 and 17.



4. The expansion of the parking garage will provide ample covered, walkable, and convenient parking as envisioned in the current Jetport Masterplan.

The next phase of parking garage will ultimately be needed as passenger enplanements rise, but again this project isn't limited just to parking expansion, it also corrects serious deficiencies

in the existing lots that must be addressed prior to the commencement of the next phase of parking garage construction.

Portland's sustainability plans are laudable but they don't mean much if they are not realized and adhered to.

Thank you for your time.

Charlotte Witt
17 Garrison St
Portland Maine.

[illegible]

From: Kellan Simpson <kmsimp1@gmail.com>

Subject: Jetport parking - public comment

Date: Sep 9, 2025, 11:57 AM

I am writing this committee to oppose the development of any further surface parking at the jetport. Moving forward with removal of forest lands to provide surface parking for the most carbon intensive form of transportation flies in the face of everything this committee should stand for.

There have been no efforts to look at better utilizing existing parking opportunities in the area (Maine mall). Furthermore, it should be the sole objective of this committee to provide alternative options to get to the jetport (legitimate bus service).

The Jetport through SP+, its parking management company, has had conversations with Maine Mall and other parking lot owners in the area. The commercial terms and operational realities of these lots including bus transportation do not make them commercially viable options. Additionally, the Jetport is the City of Portland's largest multimodal facility. Passengers using the Jetport expect the Jetport to provide sufficient on site parking.

In March 2025 Metro switched the Jetport to line 7 and we now have expanded service to the Jetport with 23 daily trips from 5:40am - 10:15pm <https://www.gpmetro.org/wp-content/uploads/2024/12/Effective-March-2025-Rte-7-brochure.pdf>

Finally, this committee should be focused on reducing air miles traveled, not increasing them. The city should focus on growing tourism from within the region (E.G people taking the down easter) and reducing the highly polluting forms of tourism (flights and cruise ships).

US domestic air travel is a more efficient mode of transportation than all but rail as noted by the US Department of Energy in the following table. See <https://afdc.energy.gov/data/10311>

Mode	Passenger Miles per GGE (approx.)
Transit Rail	140
Intercity Rail	80
Commuter Rail	75
Airlines	53.62
Motorcycles	50
Cars	43
Light Trucks	38
Transit Buses	26
Demand Response	8

British thermal unit (Btu) to GGE conversion taken from Appendix A3 of the U.S. Energy Information Administration (EIA) [Monthly Energy Review](#), September 2022.

This chart shows average per-passenger fuel economy of various modes of travel. All forms of rail achieve relatively high values because of high ridership, proportionally low drag, and high electrification rates (electricity is inherently more efficient than combustion-engine propulsion). Airlines are an increasingly efficient form of transport as more passengers are fit onto planes and ticketing software fills most planes to capacity. Motorcycles achieve a high number of passenger miles per gallon, owing to their light weight and very high fuel efficiency. Transit buses are not very efficient at their current ridership rates, which have declined since the beginning of the COVID-19 pandemic. Demand response vehicles are the least efficient because they need to use fuel just to get to the passenger.

Thank you,
Kellan Simpson

[illegible]

Hersey street
From: Deborah <deborahnapi@gmail.com>
Subject: Comments for September 10, 2025 S&T Committee Meeting
Date: Sep 10, 2025, 8:38 AM
Regina Phillips, Chair; Pious Ali; Anna Bullett

Dear Committee Members:

I urge you to vote NO on the September 10 agenda item regarding funding for the Jetport Surface parking expansion.

At the August 11 City Council meeting, Councilor Pelletier remarked that the city is “addicted to Band-Aids”—referring to the ambassador policy addressing homelessness. I believe that same warning applies here.

The Jetport's extensive and environmentally damaging surface parking proposal is not a true solution to the airport's parking shortage. It is, instead, a short-term, costly Band-Aid—projected to exceed \$9 million—and will likely be insufficient from the day it is completed. The only viable solution for the parking shortage is to build the garage expansion, as is called for in the 2018 Sustainable Airport Master Plan.

Over the past two years, Stroudwater residents and other concerned citizens have submitted thoughtful feedback to the Planning Board and City Council, including numerous alternatives as well as clearly and succinctly outlining the damage the airport plan will impose on the environment and the surrounding neighborhoods. Many of us have spent the past two years carefully studying the Airport Master Plan, but no group has devoted more time, effort, or expertise than the 23 Maine individuals and organizations¹ who authored that plan as part of the Planning Advisory Committee.

That Master Plan was created with great care and foresight. It was designed to guide the airport's growth while addressing issues such as sustainability, environmental impact, safety, and community needs. Importantly, it was intended to serve as a decision-making framework for the airport's leadership—including the City Manager and City Council.

What is currently being proposed by the Jetport staff and their engineering team directly contradicts the guidelines outlined in the 2018 Master Plan in regard to expanded parking. We strongly urge this committee and all City Council members to thoroughly review the plan being submitted by the Jetport staff and ask for direct quotes and page numbers from the Master Plan as to where their information originates. Review the Sustainability Master Plan's content on expanded parking needs and compare its recommendations with the Jetport's current proposal.

As a minimum, read the Executive Summary of the Master Plan. Sustainable Airport Master Plan Executive Summary

1 Sustainable Airport Master Plan Executive Summary Brochure; front page. Jetport Website. Sustainable Airport Master Plan Executive Summary Brochure

Many of us are more than willing to meet with you, walk you through our findings, and identify exactly where in the Master Plan our facts for expanding the garage BEFORE adding surface parking originate. We ask only that you take the time to become fully informed—ensuring that decisions are based on a comprehensive understanding of the original plan and its intent.

The individuals who developed the 2018 Sustainable Master Plan devoted countless hours to research, analysis, and thoughtful planning. They carefully considered the future of the Jetport, and how its growth will affect the environment and its bordering neighborhoods, including its parking needs. Their conclusion was that expanding the parking garage was a more sustainable option—both for the environment as well as the solution for expanded parking needs. Please respect their work. Their recommendations were made precisely for moments like this. Ignoring their insights now would be a disservice to their effort and to our community.

This is not just a question of convenience or capacity. It is a question of integrity, sustainability, and long-term planning. Please do not allow this short-sighted proposal to override years of careful study and dedicated civic participation.

Sincerely,
Deborah Napier
Cobb Ave.
Portland, Maine

The development in this area has been outlined in both the 2008 and the 2018 Jetport Master Plan documents. The proposed project is consistent and compliant with the City of Portland Airport Business (AB) zoning, which has been in place for decades. The project provides needed improvements to the existing Cell Phone and former Toye Airport Park LLC property (aka ParkNJet) that make up more than half the proposed development site. These improvements include the aforementioned lighting, pedestrian access, landscaping, and stormwater treatment needed to meet current site plan requirements.

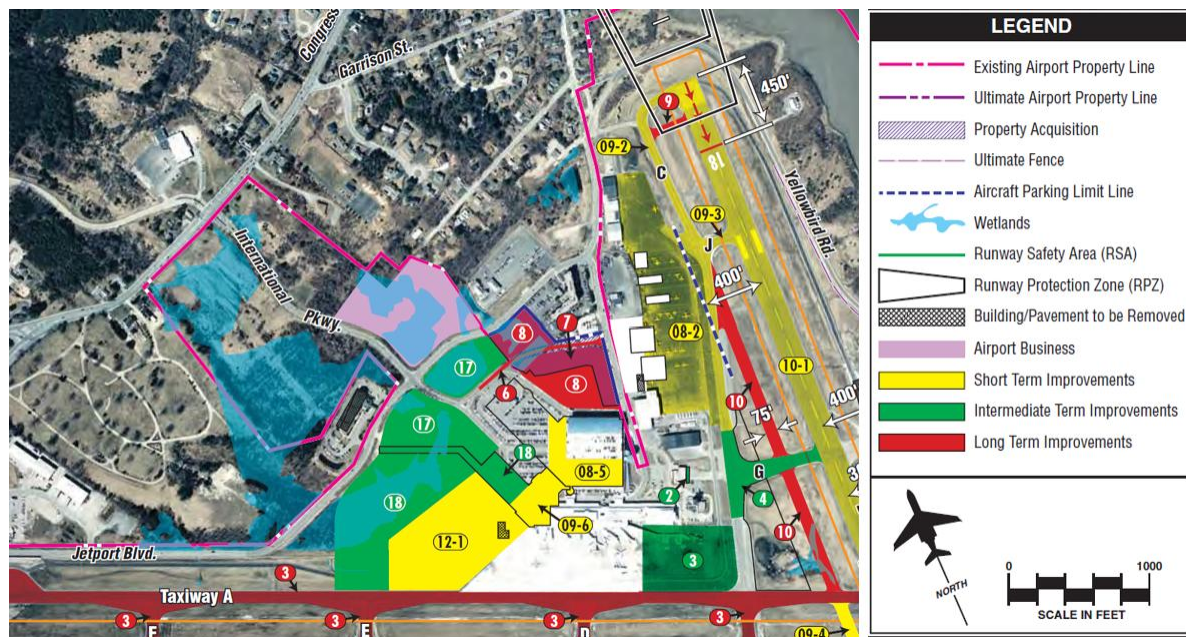
The following are from the 2008 and 2018 Jetport Master Plan documents. Both show detailed plans for this proposed project. There has been confusion over the 2018 plan since only the acquisition of the Toye Airport Park LLC property (aka ParkNJet) is shown in the capital development plan. This is because this project as planned would not proceed unless the acquisition was completed. The project as currently planned is shown in detail on pages 248 and 370 of the 2008 Jetport Master Plan at:

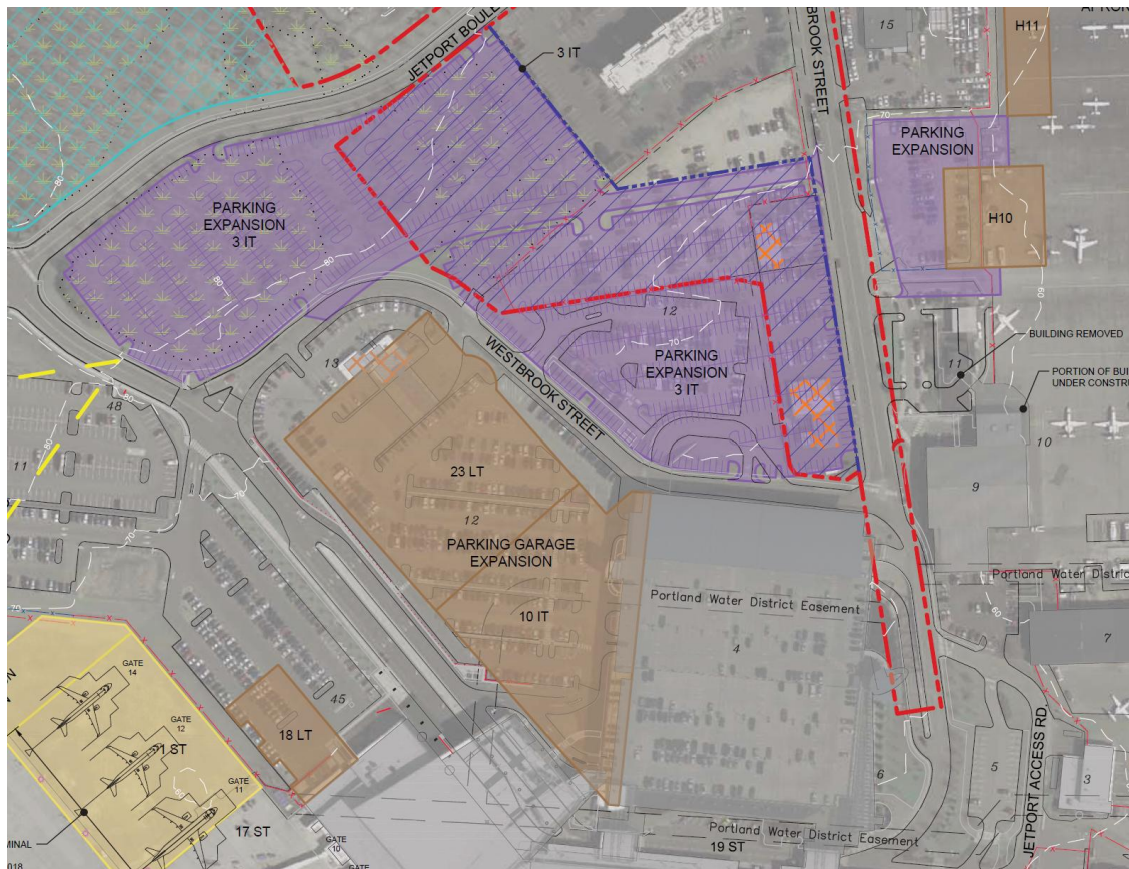
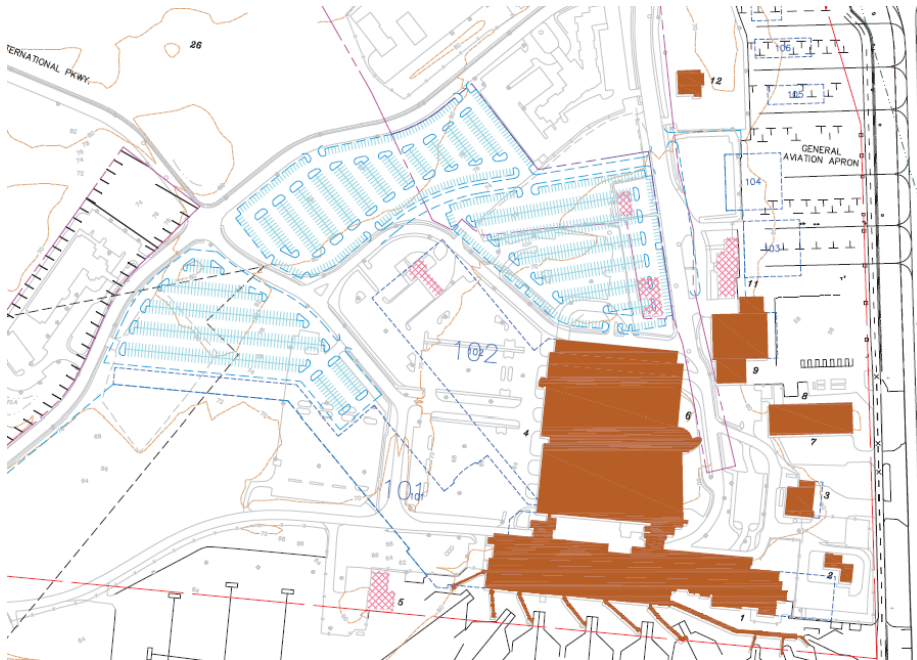
https://portlandjetport.org/sites/default/files/files/Portland%20Master%20Plan%202008_r.pdf

and on page 575 of the 2018 Jetport Master Plan at:

https://portlandjetport.org/sites/default/files/files/PWM_MasterPlan_R.pdf.

2008 Jetport Master Plan Page 248







Councilors & Mayor Dion,

As the needs at the Jetport grow, it is important to align its development with our broader city and regional environmental, climate and transportation goals. Portland has repeatedly committed to expanding public transit, reducing reliance on automobiles, and reducing our greenhouse gases and pollution output. Which is why we believe the current proposal (to pave over acres of woodland and wetland to create a surface parking lot) needs to be re-evaluated: it is a short-sighted, short-term fix, and the worst possible use of land and City funds. The current proposal is not aligned with multiple city plans, including the 2018 Jetport Master Plan, which were created at great expense, time, and engagement. These plans were created with citizen and stakeholder input and approved by the City Council. According to the usage milestones set out in these plans, the surface parking option was only supposed to be a contingency plan – a parking structure should already have been built.

Please, reconsider this proposal, and ask City Staff to pursue alternatives and options which would be better aligned with our City's broader goals. (See the attached issue brief for a long list of alternatives and possible improvements.) It's 2025. We believe the City can do better, and it has a responsibility to do so.

[Signatories on next page]

Signed,

- Page 278

- Joey Brunelle, West End Resident (37 Pine St.)
- Amy Bergen, West End Resident (55 Pine St.)
- Julia Dilger, West End Resident

[illegible]

Compiled by Joey Brunelle with contributions from:
The Portland Climate Action Team (PCAT)

Residents of the Stroudwater Neighborhood

The proposal is to pave acres of green space (including wetlands), destroying over 150 large trees and wetlands to create 265 surface parking places, which will only expand parking capacity by a small fraction.

The project does impact approximately 11,151 square feet of pocketed, non-hydrologically connected, low function and value wetlands. The impacts by the proposed project have been permitted by the Maine DEP, but the Jetport base on input from the Portland Planning Board

went a step further and will place 11,245 square feet of higher value wetlands north of Jetport Boulevard into a conservation easement. Additionally, another 48,077 square feet will be placed in conservation as a buffer to the nearest residential parcels along Cobb Avenue.

According to the parameters and milestones set forth in the 2018 Jetport Master Plan, the existing parking structures should have already been expanded.

The parking lot is consistent with the Airport Master Plan. Page 575 in the pdf of the Airport Master Plan at https://portlandjetport.org/sites/default/files/files/PWM_MasterPlan_R.pdf shows the parking lot location identified as #3 Intermediate term which included the acquisition of the land and parking improvements.

The first phase of the parking garage expansion is identified as #10 Intermediate term and the ultimate garage buildout is identified as #23 Long Term. This is also consistent with the 2008 Jetport Master Plan.

Instead, this surface parking option has been floated. At a projected cost of \$9 million (\$33,963/space), it is an expensive short-term fix that does not improve walking/pedestrian access or public transit, and maximally and irreversibly damages the environment.

As noted above the proposed parking project reconstructs the former ParkNJ gravel lot and the existing Cell Phone Lot to provide a new 667 self-park public parking lot the meets all current site design requirements. So the projected cost of \$9.3 million is \$13,943 per space, This project is not a short-term fix but the addition of a long-term asset.

The Jetport plans state that environment and transit should be prioritized wherever possible, but this surface parking lot is the worst option from both perspectives. It is a short-sighted, short-term solution to a long-term problem.

What are the specific problems with the current proposal?

- It will jeopardize our transportation and climate goals.
 - “Induced Demand” will mean this parking expansion will further increase the number of people using personal automobiles to access the jetport.
 - Automobile emissions account for one-third of Portland’s total carbon emissions, according to the “One Climate Future” plan.
 - We are currently on track to miss our “One Climate Future” goals.
- The Jetport does not currently have any plans to expand public transportation services, nor to create any new berthing areas for public transit buses or shuttles.

In March 2025 Metro switched the Jetport to line 7 and we now have expanded service to the Jetport with 23 daily trips from 5:40am - 10:15pm <https://www.gpmetro.org/wp-content/uploads/2024/12/Effective-March-2025-Rte-7-brochure.pdf>

- The new parking areas are not planned to have walkable connections to the terminals or bikeable connections to the surrounding city. (An on-site shuttle will be required to circulate people to and from the new parking areas.)

The lots are walkable to the terminal and additional crosswalks and sidewalks are included in the site plan design. Although it is a walkable distance the lot will provide on-demand shuttle assistance for passengers requiring mobility assistance.

- It will irreversibly damage the environment.
- The destruction of over 150 trees would also increase exposure to air pollution and toxic particulates.

The improvements will require the removal of 153 trees of greater than 10" diameter, but 19 of these are ash trees that the city arborist has identified as infected by the emerald ash borer, and must be removed regardless of the project. The project calls for the planting of 167 total new trees around the perimeter of the site, the entrance to the lot, and within the interior landscaped islands. The Jetport is also evaluating the addition of coniferous trees north of Jetport Boulevard to provide additional buffering and offset the trees removed as part of this project.

- Ultrafine particulate pollution in the vicinity of airports has been proven to increase the risk for cancer, dementia, respiratory diseases, and other ailments.

- The acres of additional impervious pavement surface, on top of wetland, will increase toxic runoff into the Fore River estuary.

As noted previously stormwater treatment for the overall site will be improved under this project. The 300 parking space former ParkNJet gravel lot currently does not have any stormwater collection or treatment. This project will provide pretreatment sumps, subsurface stormwater detention, and stormfilter treatment units to collect and treat stormwater runoff.

- The destruction of the woodland would significantly reduce the natural noise barrier between the airport and the surrounding neighborhood.

The additional trees proposed to be planted as part of this project will help to create a barrier between the parking lot and surrounding neighborhoods. Additionally much of the northerly edge of the proposed parking lot adjacent to Jetport Boulevard has a significant grade difference of 4 to 8 feet below the road elevation, which provides a noise attenuating berm and barrier for light pollution from vehicles.

- Every 100 feet of forested land cuts noise energy reaching the neighborhood by about half. The 300 feet of woodlands between the Stroudwater neighborhood and the airport reduces the sound energy at the nearby houses by 8 times.

This project maintains 300' of wooded buffer from any residential property.

- Once paved, this undeveloped land will never be restored to its natural condition. This development is effectively irreversible.
- It is inconsistent with multiple city-approved plans such as the Jetport Master Plan and One Climate Future.

As noted previously, the project is consistent with the 2008 and 2018 Jetport Master Plans. Allowing development density within walking distance of the Jetport terminal building reduces the need for shuttle operations and is allows for the proposed conservation of land north of Jetport Boulevard adjacent to residential parcels.

- Note that the Battery Storage project current being planned at the Jetport, a great project for sustainability, does not require this surface parking lot project. It can proceed on the planned site even if the full surface lot is not constructed. It also does not prevent the Jetport from pursuing any of the other alternatives, such as partnering with METRO to increase bus frequency and interconnectivity.

Yes, the Battery Energy Storage System (BESS) could be installed without all aspects of the parking expansion and improvements, but there is a symbiotic relationship. The new expanded parking facility provides vehicular access to the BESS site and allows for needed internet and security system connectivity.

The Jetport and City staff have worked with GP Metro. In March 2025 Metro switched the Jetport to line 7 and now provides expanded service to the Jetport with 23 daily trips from 5:40am - 10:15pm <https://www.gpmetro.org/wp-content/uploads/2024/12/Effective-March-2025-Rte-7-brochure.pdf>

So what are the alternatives?

There is a wide variety of possible alternatives and options to be considered in parallel. Some of these were considered by the Planning Board (see email from former Planning Board Chair Sean Dundon at the end of this document) and Jetport staff, but all were ultimately rejected. We are asking that they be more seriously considered by the City Council, and that alternatives be priced out to determine the best long-term solution.

- Build the parking structure that was expected anyway in the 2018 Jetport Master Plan. Apply the same good urbanism principle to this as we do with housing: build UP not OUT.
- A parking structure is a substantially more effective noise and light buffer for the neighborhood, which would be extremely helpful with the planned

destruction of the natural barrier.

- For example, we could further develop the Park-n-Fly lot that has just been sitting there and is paved already.

This project includes improving the former ParkNJet lot from a gravel lot to a paved lot with proper stormwater treatment.

- The Jetport Director has said that building a parking structure will take some existing parking spots out of service, and in that scenario, any of the following options could also be used to handle demand during that time.

This project is not just a parking expansion, it provides the aforementioned needed lighting, pedestrian access, landscaping, and stormwater treatment for the ParkNJet lot.

- Use off-site parking (e.g. the Maine Mall lots that South Portland has offered us) for staff, rental car customers, and/or passengers, and shuttle them to the Terminals.
 - For example, we could reconfigure existing parking to convert the employee lot to passenger use, and then shuttle employees to an off-site lot.
 - Or we could reconfigure existing parking to send rental cars to an off-site lot and shuttle customers there as needed.
 - If shuttling is not the optimal solution for passengers, it could still be used for staff and reduce the need for on-site staff parking.
 - There is additional interest from rental car companies in additional parking capacity and they'd be willing to use off-site parking at the Maine Mall.

It does not seem appropriate for the City's largest multimodal transportation facility to force non-walkable distance parking sprawl and shuttle operations that increase traffic and congestion on Jetport and surrounding roadways, when the planned development outlined in the Jetport's 2008 and 2018 Master Plans has not been completed.

- Strike deals with neighboring hotels and landowners which we know have excess parking capacity.
- More efficiently utilize existing with new technology and better management practices.
 - The Jetport outsources parking management to SPPlus, and they have different tiers of sophistication of services that we are not currently utilizing.
 - For example, we could implement Dynamic Pricing and/or Higher Pricing to better manage demand. Higher pricing would both generate more revenue for improvements and reduce overall demand for parking by encouraging alternative modes of transportation. (Jetport parking is priced below average/market rate for other comparable airports.)

- Or we could use sensors and electronic signage (rather than manually counting vacant spots) to better track and manage utilization.

- Do what USM did with the Husky Line: the Jetport could contribute additional funds to METRO and collaborate to create better airport service, reducing the overall demand for additional parking.

- Charge a pollution-impact fee on jetport passengers (similar to the one we levy on cruise ship passengers).

- These funds could be used to offset Jetport airplane and automobile emissions by expanding public transit, paying for new shuttle services, leasing surface parking at the Maine Mall, or paying to improve parking technology.

- [illegible]

Sean Dundon

The following are responses to the 5 proposals by Sean Dundon

1. Dynamic Pricing and or Higher pricing

As noted previously, our travelers come from a mostly rural geographical area covering Maine, eastern central New Hampshire, and some of New Brunswick. The primary transportation means for much of this large rural area remains personal vehicles. The goal of the Jetport is not to discourage these travelers from connecting to the nation's air transportation via PWM due to high parking rates. The Jetport regularly compares rates with surrounding airports including Manchester/Boston (Garage \$14/day), Hartford Bradley Int'l Airport (Garage \$30/day with a \$135 weekly cap; Express lot \$12/day), Burlington (Garage \$14/day). All are currently at or near the Jetport's \$15 daily rate.

2. Moving employee parking to the pink lot to have customers park on-site.

The pink lot is routinely filled by customers. There is a need for additional net parking spots which this project provides.

3. Developing the park-n-fly lot which has just been sitting there and is already paved.

As noted previously, this project does improve the ParkNJet lot which is not paved and brings it up to needed site plan standards.

4. Strike deal with neighboring hotels as they have excess parking.

To-date we have not found a nearby lot that is able to provide a commercially and operationally viable long-term agreement.

5. Technology apps to manage parking capacity and vacancies.

We are always exploring technologies to improve the customer experience, however this does not change the need for additional parking.

Public Comment - Order 66-25/26

Anne Pringle via portlandmaine.gov
Thu, Oct 2, 6:15 PM (4 days ago)
to publiccomment

ANNE B. PRINGLE_____

44 Neal Street Portland, ME 04102-3527

anne.pringle.me@gmail.com

October 2, 2025

Portland City Council
389 Congress Street
Portland, ME. 04101

RE: Order 66-25/26

Dear Mayor Dion and City Councilors:

I will be away on vacation and unable to attend the meeting at which you will consider expansion of surface parking at the Jetport.

I know that others will provide detailed comment on why this makes no sense and is inconsistent with the Jetport Master Plan and environment policy.

My comment is more basic.

Jetport management asserts that "The Jetport has experienced substantial growth over the past two years, with total passenger volumes in 2023 and 2024 exceeding the 2019 pre-pandemic peak of 2,180,000 by 1.8% and 11.8% respectively."

This is good news. We who use the Jetport find it convenient and want it to be successful.

But why does it make sense to spend \$9.3 million on surface parking when what is clearly needed, in my view, is an expanded parking garage? Let's get this need addressed NOW, rather than develop more surface parking at high cost! While a garage is being built, South Portland has offered to provide temporary parking at the Maine Mall, to which shuttle service would need to be provided, as at the Pink Lot.

Please think strategically and with a longer-term perspective. I urge you to reject this proposal and send Jetport management back to the drawing board...

Very truly yours,

(s) Anne B. Pringle

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 7, 2025

SUBJECT: Order 67-25/26 Amendment to Portland City Code Chapter 25 RE: Naming of Assets - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

At its September 10, 2025 meeting, the Sustainability & Transportation Committee unanimously recommended this item to the Council for approval.

If passed, this order would create a process by which the naming and renaming of City assets would be considered by the City Council. Among other things, this order provides a process by which members of the public can seek the naming/renaming of assets; establishes criteria by which naming/renaming proposals should be considered; and ensures meaningful community engagement throughout the process.

This item must be read on two separate days. It received its first reading on October 6. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The City Code only briefly addresses the Council's involvement in the naming of City property in Chapter 25 of the Code, and the City lacks a formalized process for conducting this review.

In recent months, four (4) requests to name City facilities have been received by staff including a city block, a baseball field, Portland Harbor Common Park, and Kiwanis Pool. In light of these multiple requests, staff recommend the development of a more formal and rigorous process that broadens inclusion, widens community engagement, improves transparency, and effectively aids the City Council in making these decisions. The resulting ordinance, spurred by current and recent projects, will reflect a general approach for the future and the projects it brings.

At the July 9 Committee meeting, staff solicited feedback from this Committee in order to draft a proposed ordinance.

Staff expects that the ordinance reflects the following:

1. Establish a clear and consistent framework for the naming and renaming of public spaces, streets, buildings, and other landmarks and assets within the City of Portland, Maine.
 - a. Have the framework apply to all proposals for naming and/or renaming within the jurisdiction of the City of Portland, Maine. It covers public spaces, streets, parks, buildings, and other city owned property (assets). One exception will be gifts/donations to the City.
2. Recognize that the act of naming and renaming is significant and meaningful. A name can invoke emotions, create images, and help look back on history. When chosen, a name can reflect the history and culture of those connected with a particular location or the marks within it. The naming and renaming process should take into consideration the past, present, and future history of the land, its use, and peoples' relationship to that land and how it is used. It should be thoughtful and have the intention of remaining permanent. Creating meaningful spaces can bring a community together, and the name is the identifier.
3. Recognize that Portland's assets are a part of the City, and its people's heritage. With this in mind, staff recommend that the Critical Heritage Studies framework is used to inform how the City of Portland approaches the process of naming/renaming.

1. Categories for Naming/Renaming

- a. Guided by the Critical Heritage Studies framework, the proposed ordinance reserves the naming/renaming of City assets, prioritizing a tradition and practice to best serve the interests of the City and assure a worthy and enduring legacy for the City's assets and heritage. To this end, staff suggests the City limits naming/renaming requests of City assets to those that reflect the following three broad categories:

- i. Historic Events, Places, and Persons. The history of a major event or place or historic persons can play an important role in the naming or renaming of parks and recreational facilities. The public often expresses a strong desire to preserve and honor the history of the City, its founders, pioneers, and other historical figures.

1. Place:

- a. Place names can contribute to a sense of belonging and identity, and can act as "symbolic monuments" influencing public memory and promoting specific historical narratives.
- b. Naming reflects how people perceive and relate to their environment and can embody historical, geographical, cultural, cognitive, and attitudinal aspects of past lives.

ii. Cultural Heritage:

1. The public often expresses a strong desire to preserve and/or honor the history of the City, looking beyond its founders and pioneers, and seek to include communities that current history has excluded in the naming conversation.
2. Excluded communities - and histories and heritage - have included Native Americans, African Americans, to name two, along with many others.
3. This process seeks to give City assets names of historic, social and cultural significance that reflects the make-up of the City's residents and population.

iii. Major Gifts:

1. The City has benefited from and will continue to welcome the generosity of others, including residents, businesses, and foundations. Their gifts are often vital to the advancement of projects that benefit the entire City. To encourage the continuation of private donations, this ordinance would allow for the City to recognize the significant contributions of those donors in the naming of city assets.

2. Naming Process

- a. When a new park or facility is planned for/under development, the staff committee may initiate the naming process, following the guidelines and priorities outlined in the proposed ordinance.
- b. Staff committee may solicit petitions proposing a specific name for the new park/facility, following the process/requirements to be detailed in the ordinance and/or administrative rules.

- c. The staff committee shall engage community stakeholders, including relevant commissions, neighborhood organizations, district councilors, and others as part of its process.
- d. The committee will present its review, insights, and recommendation to the Sustainability & Transportation Committee for a public hearing and consideration.
- e. The Sustainability & Transportation Committee will make its recommendation to the City Council.
- f. The City Council will consider the Committee's recommendation (requires two reads for enactment).

3. Renaming Process

- a. Any resident of the City of Portland, or any individual representing a business or organization located in the City of Portland, may submit a renaming petition, the process and requirements of which will be detailed in the ordinance and/or administrative rules.
- b. A committee of City staff will accept and provide an initial review of naming/renaming proposals.
- c. Additional outreach to stakeholders, including neighborhood associations, the district councilor, Parks Commission, Land Bank Commission, and others will be led by the staff committee.
- d. The committee will present its review, insights, and recommendation to the Sustainability & Transportation Committee for a public hearing and consideration.
- e. The Sustainability & Transportation Committee will make its recommendation to the City Council.
- f. The City Council will consider the Committee's recommendation (requires two reads for enactment).

4. Naming/Renaming Exclusions and Exceptions:

- a. Naming associations with tobacco, alcohol, religious organizations, political candidates or adjudicated felons are prohibited.
- b. Naming a City asset after an individual or family, currently alive or deceased, is not permitted due to potential for future controversy as societal values and perspectives evolve over time. One recommended exception includes international or nationally recognized historical figures, recognizing that this should be rare and only upon a substantial demonstration of the figure's connection to, or unique importance in, the Portland community or the State of Maine.
- c. The dedication of small park/public amenities - such as fixed park benches and tables - is currently determined through an administrative process intended to encourage private donations, and will not contradict the priorities as established in this ordinance.
- d. On some occasions, a gift will be made to the City that is of such magnitude and generosity that naming, in honor of or at the request of the benefactor, may be considered. Any request to rename existing property on this basis that is associated with a major gift to expand or refurbish a City asset should be discouraged, unless the term of the current named asset has expired. As part of the draft ordinance, staff will provide additional recommendations on how naming rights should be considered as it relates to major gifts.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment - Ch 25 re Naming City Assets

2. Ali Amendment 1 re Honorary Street Names

Prepared by:

Date: 10/07/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 25 RE: NAMING OF CITY ASSETS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Section 25-81, and Sections 25-206 through 25-214 of
the Portland City Code Chapter 25 is hereby amended to read
as follows:*

Chapter 25 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES*

Art. I. In General, §§ 25-1--25-15
Art. II. Obstructions and Encumbrances, §§ 25-16--25-45
 Div. 1. Generally, §§ 25-16--25-25
 Div. 2. Permit, §§ 25-26--25-45
Art. III. Street Acceptances, §§ 25-46--25-65
Art. IV. Street Grades, §§ 25-66--25-80
Art. V. Street Names and Numbers, §§ 25-81--25-95
Art. VI. Sidewalk and Curbing Construction and Maintenance, §§
25-96--25-115
Art. VII. Excavations, §§ 25-116--25-170
 Div. 1. Generally, §§ 25-116--25-150
 Div. 2. Street Opening Permit, §§ 25-151--25-170
Art. VIII. Removal of Snow and Ice, §§ 25-171--25-190
Art. IX. Moving of Structures, §§ 25-191--25-205
 Div. 1. Generally, §§ 25-191, 25-192
 Div. 2. Permit, §§ 25-193--25-205
Art. X. Naming of City Assets, §§ 25-206--25-214

ARTICLE V. STREET NAMES AND NUMBERS

Sec. 25-81. Street names established.

The several streets and ways, whether public or private, of the city shall continue to be known by the names previously assigned to them unless and until changed by the city council as outlined in Article X.

ARTICLE X. NAMING OF CITY ASSETS

Sec. 25-206. Purpose.

This article is intended to establish a clear and consistent framework for the naming and renaming of the City's public spaces, streets, buildings, and other landmarks and assets owned by the City.

Sec. 25-207. Applicability.

This article applies to all requests to name or rename City-owned land, playgrounds, parks, recreational facilities, buildings, and streets (referred to in this Article as "City Assets"). This article does not apply to installations within such spaces, such as park benches, trees, statues, etc., or to moveable City assets such as vehicles and equipment. The naming of City-owned property that is not governed by this Article shall be left to the discretion of the City Manager or their designee.

Sec. 25-208. Naming Guidelines.

Names of City Assets shall reflect or reference only the following categories:

(a) Historic events, geographic and/or natural features, and persons of unique significance to the City of Portland.

(b) The City's cultural heritage or history beyond historical founders and pioneers of the City of Portland and Maine, including communities that history has traditionally excluded or minimally included in the naming conversation and process.

(c) Significant contributions from individuals or organizations that are beneficial to the advancement of substantial projects in the City.

Sec. 25-209. Restricted Names.

Unless otherwise determined by the City in accordance with the processes outlined in this article, City Assets will not be named as follows:

(a) Names that duplicate or are similar to those of existing named City Assets;

(b) Names of religions, religious organizations, or religious leaders, unless such leader being honored is being recognized solely for the leader's civic contribution;

(c) Names of political organizations, candidates for elected office, elected officials, or current City appointed or elected officials or employees, unless at least five years have passed since a person has vacated their position; and/or

(d) Names that are discriminatory, derogatory, or otherwise offensive regarding a class of people based on an immutable or protected characteristic.

Sec. 25-210. Naming Committee.

A naming committee shall be convened upon the receipt of a request for the naming or renaming of a City Asset as outlined in this article. The naming committee shall consist of:

(a) Two City employees designated by the City Manager;

(b) The department head responsible for the City Asset or their designee;

(c) The Fire Chief or their designee;

(d) The City Councilor of the district where the City Asset is located; and

(e) If the City Asset is a public park, the Chair of the Parks Commission or their designee.

The Naming Committee shall select one member to serve as chair of the committee.

Sec. 25-211. Initial Naming Process.

For new or previously unnamed City Assets, the Mayor may convene a Naming Committee which shall proceed as follows:

- (a) The Naming Committee will establish and use a process to engage community stakeholders in the selection of the asset's name. Such process shall include, but not be limited to, a call for proposals through both a press release and posting on the City's website. The call for proposals shall include a timeline for submission of name proposals as well as the naming guidelines outlined in this Article. Naming Committee members may also propose names for the asset.
- (b) The Naming Committee will review the proposed names for compliance with the naming guidelines included in this article and will recommend up to three (3) names to the Sustainability and Transportation Committee for their consideration.
- (c) The Sustainability and Transportation Committee will review the recommendations from the Naming Committee and will vote to recommend one of the three names identified by the Naming Committee, which recommendation shall be subject to approval by the City Council.

Sec. 25-212. Renaming Process.

Renaming City Assets that are already named is discouraged and shall only proceed under exceptional circumstances and in accordance with the criteria established in Section 25-213. The process of renaming a City Asset shall be as follows:

- (a) A request to rename a City Asset may be initiated by the City Manager or their designee, the Sustainability and Transportation Committee, or by any Portland resident.
 - 1. Portland residents may request that a City Asset be renamed by submitting a petition of at least 500 signatures of Portland residents to the City Clerk's office on a form provided by the clerk's office. Such signatories must be at least 18 years of age. The City Clerk or their designee shall confirm that the petition includes the requisite information and signatures. Once the petition is determined by the City Clerk or their designee to be complete, the Mayor shall convene the Naming Committee as outlined in Section 25-210.

2. The petition shall include:

- i. The printed names and home address of each signatory;
- ii. Existing name of the City Asset, including any common usage names for the Asset;
- iii. Description and map of the area where the City Asset is located, including any topographical and historic landmarks;
- iv. Representative photos of the City Asset and the surrounding area;
- v. An overview of any public outreach or support received for the renaming petition, including any outreach to neighborhood associations or community members and any relevant media coverage; and
- vi. A statement outlining how the request complies with the criteria outlined in Section 25-213.

(b) Before engaging in the naming process outlined in Section 25-211, the Naming Committee must first determine whether the request to rename the City Asset complies with the criteria in Section 25-213. If the Naming Committee determines that the request meets the criteria, it shall proceed with the naming process as outlined in Section 25-211. The Naming Committee's report to the Sustainability and Transportation Committee will include its determination that the request meets the criteria for renaming a City Asset.

If the Naming Committee determines that the request does not meet the criteria in section 25-213, it shall send a report to the Sustainability and Transportation Committee explaining its determination.

(c) Upon receipt of the Naming Committee's report, the Sustainability and Transportation Committee shall first adopt or reject the Naming Committee's determination with respect to whether the renaming request meets the criteria outlined in Section 25-213.

1. If the Sustainability and Transportation Committee

agrees with the Naming Committee that the request to rename a City Asset meets the criteria, it shall proceed with the process as outlined in Section 25-211 and recommend a name for the City Asset to the City Council.

2. If the Sustainability and Transportation Committee determines that the request meets the criteria when the Naming Committee did not find that the request met the criteria for renaming an asset, the Sustainability and Transportation Committee shall remand the request to the Naming Committee to proceed as outlined in Section 25-211.
3. If the Sustainability and Transportation Committee agrees with the Naming Committee that the renaming request did not meet the criteria outlined in Section 25-213, no further action shall be taken on the request.

Sec. 25-213. Renaming Guidelines.

Renaming of any City Asset shall only proceed after consideration of the following factors:

(a) Historical and cultural significance of the existing name;

(b) Impact of the change on the individual or organization, if applicable, for whom the asset is currently named; and

(c) Cost and impact of changing the name, including, but not limited to, changing existing signage, rebuilding community recognition, and updating records such as letterhead, databases, and promotional materials.

Examples of exceptional circumstances that might warrant renaming a City Asset include, but are not limited to, correcting historical injustices, addressing newly revealed information about an existing name, or reflecting evolving community values.

Sec. 25-214. Names of Existing City Assets.

Nothing in this Article affects the existing name of any City Asset established or accruing before the effective date of this

| Article.

**AMENDMENT TO ORDER 67-25/26
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR PIOUS ALI
RE: HONORARY STREET NAMES**

Chapter 25 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES*

- Art. I. In General, §§ 25-1--25-15
Art. II. Obstructions and Encumbrances, §§ 25-16--25-45
 Div. 1. Generally, §§ 25-16--25-25
 Div. 2. Permit, §§ 25-26--25-45
Art. III. Street Acceptances, §§ 25-46--25-65
Art. IV. Street Grades, §§ 25-66--25-80
Art. V. Street Names and Numbers, §§ 25-81--25-95
Art. VI. Sidewalk and Curbing Construction and Maintenance,
§§ 25-96--25-115
Art. VII. Excavations, §§ 25-116--25-170
 Div. 1. Generally, §§ 25-116--25-150
 Div. 2. Street Opening Permit, §§ 25-151--25-170
Art. VIII. Removal of Snow and Ice, §§ 25-171--25-190
Art. IX. Moving of Structures, §§ 25-191--25-205
 Div. 1. Generally, §§ 25-191, 25-192
 Div. 2. Permit, §§ 25-193--25-205
Art. X. Naming of City Assets, §§ 25-206--25-214⁵

Sec. 25-214. Honorary Street Names.

A street or portion of a street may be given an honorary name that does not replace the legal street name. An honorary street name may only apply to a single street and shall cover a maximum of two contiguous blocks. An honorary street name shall be denoted by a sign with a brown background and white letters and shall be placed underneath the sign designating the street's legal name.

- (1) Any Portland resident may request that a street or a portion of a street be given an honorary name by following the process outlined below:

- a. Portland residents may request an honorary name designation for a City street or portion thereof

by submitting a petition as outlined below. If the petition is to change a pre-existing honorary street name, the petition must also include the information required in Section 25-212(1)(b) except the signatures required in Section 25-212(1)(a) and must meet the guidelines outlined in Section 25-213. The City Clerk or their designee shall confirm that the petition includes the requisite information. Once the petition is determined by the City Clerk or their designee to be complete, the Mayor shall convene the Naming Committee as outlined in Section 25-210.

b. The petition shall include:

i. Proof that the resident has sent notice of the requested honorary name designation to every residential unit and each commercial property owner on the City street or portion thereof;

ii. The signature, including the printed names and home or commercial property address, of at least ten (10) people who reside on or own property on the street or portion thereof, demonstrating their concurrence with the requested honorary name;

1. If the City street or portion thereof contains less than ten (10) residential units and commercial properties combined, then the signature of a majority of owners and residents shall suffice;

iii. A biography of and the reason(s) for honoring the particular individual or group for whom the street or portion thereof is proposed to be named; and

iv. A map depicting the street or portion thereof.

(2) Any City Councilor may propose an honorary street name. A City Councilor's request for an honorary

street name shall be provided to the Mayor. Such request shall include a biography of and the reason(s) for honoring the particular individual or group for whom the street or portion thereof is proposed to be named as well as a description of the street or portion thereof. Upon receipt of a complete request, the Mayor shall convene the Naming Committee.

- (3) Once the Naming Committee has been convened, the process for reviewing a request for an honorary street name shall proceed in accordance with Section 25-211 and Section 25-212, as applicable, and must meet the guidelines in Section 25-208, 25-209, and 25-213, as applicable. While engaging community stakeholders on a request originating from a City Councilor, the Naming Committee shall also provide notification to all residential units and commercial property owners on the street or portion thereof.

Sec. 25-215. Names of Existing City Assets.

Nothing in this Article affects the existing name of any City Asset established or accruing before the effective date of this Article.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 10, 2025

SUBJECT: Order 74-25/26 Accepting a Portion of Pomeroy Street as a Town Way - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

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

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

I. SUMMARY

City Council is being asked to accept a portion of Pomeroy Street as a City Street. Public Works has approved the description of the Street, inspected all infrastructure in accordance with City Standards and recommends the street be accepted.

II. AGENDA DESCRIPTION

Pomeroy Street has been constructed in accordance to City standards and the City has been provided a deed conveying the street to the City as it was originally dedicated to the public to accept in 1908. Public Works has completed both preliminary and final inspections of the pavement, lighting, signage, storm drain, and sewer and has determined that Pomeroy Street meets all technical standard requirements.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Change of Use and Minor Site Plan approval by the City's Planning Board on May 24, 2022 required that Pomeroy Street be accepted as a public way. The construction of Pomeroy Street began in 2014, with the intent that the first 200 feet would be accepted as a public street by the City once completed. The Developer completed the road construction of the first 200 feet of right of way by 2019 and has been cooperative with Public Works on correcting all outstanding items with the requirement to complete the acceptance process as part of the Change of Use and Minor Site Plan approval by the City's Planning Board in 2022.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for the City to own and maintain the street as a public way, accept and maintain all infrastructure, and provide City services such as winter maintenance and solid waste collection.

V. FINANCIAL IMPACT

The financial impact is that inherent in owning, maintaining and repairing a City street.

VI. STAFF ANALYSIS AND BACKGROUND

The Public Works Department has inspected all infrastructure and the developer has fixed all outstanding items.

VII. RECOMMENDATION

The Public Works Department recommends acceptance of Pomeroy Street as a City Street and acceptance of the deed transferring ownership interest. The Public Works Department recommends acceptance as soon as is practical.

VIII. LIST ATTACHMENTS

1. Order - Accepting Portion of Pomeroy Street as Town Way REVISED 10.6.25
2. Pomeroy Street-Street Acceptance Application
3. 11 Pomeroy Final Approved Plans (2023-06-01)
4. Pomeroy St AsBuilt Sheet 1 (2024-10-17)
5. Pomeroy St AsBuilt Sheet 3 (2024-10-17)
6. Pomeroy_St_Acceptance_LocationMap_Exhibit

Prepared by:

Date: 09/10/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ACCEPTING A PORTION OF POMEROY STREET
AS A TOWN WAY**

ORDERED, that pursuant to 23 M.R.S.A. §3025, the City hereby accepts as a town way a portion of Pomeroy Street between the southeasterly sideline of Bancroft Street and the northwesterly sideline of Kenilworth Street, as shown on the "Plan of Brighton" plan, dated August 1902, which is recorded in the Cumberland County Registry of Deeds in Plan Book 11, Page 109, and as more fully described in Exhibit A attached hereto and made a part of this Order.

Exhibit A

A PORTION OF POMEROY STREET, PORTLAND, MAINE

A certain strip or parcel of land located on the southeasterly sideline of Bancroft Street, so-called, in the City of Portland, County of Cumberland and State of Maine and shown as Pomeroy Street on the plan titled "Site Plan, Level I-Minor Residential Dev., Level II - Road Improvements, Land of Chabad Lubavitch of Maine Inc., Pomeroy Street, Portland, Maine", dated January 2012 as revised through 11/10/15, by BH2M, Inc.; said Pomeroy Street being more particularly described as follows:

Beginning at a 5/8" iron rod found on the southeasterly sideline of said Bancroft Street at the northeasterly corner of land now or formerly of Robert Skilling & Sarah Hoch-Skilling as shown on aforesaid plan;

thence N 60°-18'-30" E along the southeasterly sideline of said Bancroft Street a distance of 5.56 feet to a point;

thence N 43°-48'-30" E along the southeasterly sideline of said Bancroft Street a distance of 44.67 feet to a capped iron rod set (PLS #2190) and land now or formerly of Colin Wilke & Katherine Allen;

thence S 46°-11'-30" E along the land of said Wilke & Allen a distance of 200.00 feet to a capped iron rod set (PLS #2190) and the unaccepted portion of Pomeroy Street, so-called;

thence S 43°-48'-30" W along the unaccepted portion of Pomeroy Street a distance of 50.00 feet to a capped iron rod set (PLS #2190) and land now or formerly of Square One Construction;

thence N 46°-11'-30" W along the land of said Square One Construction, along land now or formerly of Chabad Lubavitch of Maine Inc. and along land of said Skilling a distance of 201.58 feet to the point of beginning.

The above described Pomeroy Street contains 10,004 s.f.. All bearings refer to magnetic north as observed in 1986.



Civil Engineering | Surveying

Jon Giles
City of Portland Maine
212 Canco Road Suite B
Portland, Maine 04103-4221

July 11, 2024

Re: Chabad Lubavitch of Maine
Street Acceptance Application

Dear Jon,

Chabad Lubavitch of Maine Inc. has engaged with BH2M to provide design and permitting assistance for a Street Acceptance Application for Pomeroy Street in Portland. The project has received final planning board approval for a Change of Use application to allow a Place of Religious Assembly at 11 Pomeroy Street. As a condition of approval, the Planning Board has requested that Pomeroy Street be accepted as a City Street.

In support of this Street Acceptance Application are enclosed are the following materials for review:

- Street Acceptance Application
- Attachment 1 – Legal Description of Street
- Attachment 2 – Existing Easement
- Attachment 3 – Parcel Deed for 11 Pomeroy Street (demonstrating right, title and interest)
- Attachment 4 – Abutter's List
- Attachment 5 – Letter from Public Utilities
- Attachment 6 – Petition of Street Acceptance
- Attachment 7 – As-Built Site Plan

We trust that this application and supporting documents will facilitate the City to accept Pomeroy Street as a public street. If you have any questions, or need additional information, please feel free to contact me directly.

Sincerely,

Christopher MacDonald, P.E.
Civil Engineer

Cc Rabbi Moshe Wilansky – Chabad Lubavitch of Maine, Inc.



Street Acceptance Application Portland, Maine

Department of Public Works

Portland's Department of Public Works coordinates requests for the acceptance of public streets. Attached is the application form for a request for a Street Acceptance.

Street Acceptance:

The procedure for dedicating and accepting a public way or street is established by State law at 23 M.R.S. Sec. 3025 and in the City of Portland's Code of Ordinances at Sections 25-46 through 24-52. The precise process to be followed depends on when and how the original dedication is/was made. For more detailed information on the process that must be followed, please see City of Portland Code of Ordinances at Sections 25-46 through 24-52. Below is a summary of the requirements, provided here for informational purposes only.

I. Dedications Made Prior to July 7, 1948.

For streets or ways dedicated for public travel prior to July 7, 1948: Where the threshold requirements for dedication and the width of the proposed public street outlined in Section 25-47 have been satisfied, a majority of abutters on the street or way may petition the City Council to accept and improve the street. In doing so, the abutters will be required to waive their right to any damages resulting from the laying out and acceptance of the street. The decision whether to grant the abutters' petition and accept the street lies solely with the City Council, after receiving recommendations from the Planning Board and the Public Works authority. In the event the Council grants the petition, the City will assess a portion of the cost of the street improvements to the abutters. See Section 25-47(d); and 23 M.R.S. §§ 3601-3605.

The petition to be completed and submitted, along with the waiver are included herewith as Attachments 1 & 3.

II. Dedications Made On or After July 7, 1948.

For a street or way that that has been constructed on private lands by the owner thereof and for a street or way not dedicated for public travel prior to July 7, 1948:

- A. A deed conveying to the City the property within the boundaries of the street will be required. A template is attached hereto as Attachment 3. Applicants are advised to work with their own legal counsel on finalizing any and all legal documents.
- B. The dimensions of the street must comply with the requirements contained in Section 25-48 of the City Code.
- C. A plan of the street (e.g. subdivision plan) must have been previously recorded in the Cumberland County Registry of Deeds.
- D. A petition to the City Council, together with the street or subdivision plan as recorded in the Cumberland County Registry of Deeds, as-built plan, profile and cross-section of the street or way as required by Section 25-48 must be submitted;
- E. The street or way must have been previously constructed in accordance with the specifications

contained in Section 25-48;

- F. All plans must comply with the Department of Public Works Engineering Division's "Engineering Design and As-Built Plan Submission Requirements" on file at the Department of Public Works Engineering office.

STREET NAME: Pomeroy Street

STREET ACCEPTANCE REQUEST AND SUMMARY OF FACTS RELATING TO DEDICATION:

The applicant, Chabad Lubavitch of Maine Inc., is proposing a change of use from the existing residential use to a place of religious assembly at 11 Pomeroy St. In order to meet the City's requirements for a use of this type, parking and emergency vehicle access must be upgraded. Pomeroy Street has been designed to meet City Standards and is being requested to be accepted as a public street.

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Rabbi Moshe Wilansky Business Name, if applicable: Chabad Lubavitch of Maine, Inc. Address: 11 Pomeroy Street City/State : Portland, ME Zip Code: 04102	Applicant Contact Information E-mail: rabbi@chabadofmaine.com Home #: Work #: (207)871-8947 Cell #: (207)650-8295 Fax#:
Adjoining Owner – (if different from Applicant) Name: Address: City/State : Zip Code:	Owner Contact Information E-mail: Home #: Work #: Cell #: Fax#:
Agent/ Representative Name: Christopher MacDonald - BH2M Address: 380B Main Street City/State : Gorham, ME Zip Code: 04038	Agent/Representative Contact information E-mail: cmacdonald@bh2m.com Home #: Work #: (207)839-2771 Cell #: Fax#:
Billing Information	Billing Information

Name: Same as Applicant Address: City/State : Zip Code:	E-mail: Home #: Work #: Cell #: Fax#:
---	---

Engineer Name: Christopher MacDonald - BH2M Address: 380B Main Street City/State : Gorham, ME Zip Code: 04038	Engineer Contact Information E-mail: cmacdonald@bh2m.com Home #: Work #: (207)839-2771 Cell #: Fax#:
Surveyor Name: Robert C. Libby Jr. - BH2M Address: 380B Main Street City/State : Gorham, ME Zip Code: 04038	Surveyor Contact Information E-mail: rlibby@bh2m.com Home #: Work #: (207)839-2771 Cell #: Fax#:
Architect Name: Address: City/State : Zip Code:	Architect Contact Information E-mail: Home #: Work #: Cell #: Fax#:
Attorney Name: Address: City/State : Zip Code:	Attorney Contact Information E-mail: Home #: Work #: Cell #: Fax#:

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Credit Card, Cash or Check payable to the City of Portland.)

Street Acceptance: A fee for the acceptance must be submitted by check or credit card to the City of Portland in accordance with Section 14-54 of the Municipal Code along with direct reimbursement for noticing, legal ads, planner review time, and legal review.

___ \$2,000 – Public Street Acceptance

The City invoices separately for the following:

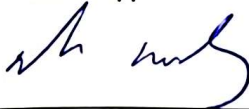
- Notices (\$.75 each)
- Legal Ad (% of total Ad)
- Planning Review (\$40.00 hour)
- Legal Review (\$75.00 hour)

Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.

APPLICANT SIGNATURE:

This application is for a Street Acceptance. It is not a permit to begin construction.

Signature of Applicant:



Date:

7/25/24

STREET ACCEPTANCE APPLICATION			
Applicant Checklist	DPW Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
✓		1	Completed Application form
✓		1	Application fees
✓		1	Written description of project
✓		1	Legal Description of Street or portion thereof to be accepted
✓		1	Evidence of right, title and interest for applicant's property
✓		1	List of all abutting property owners (for dedications made prior to July 7, 1948)
✓		1	List of all public utilities within the right-of-way.
✓		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the street
✓		1	Letters from public utilities detailing interests they have in all or portion of street to be accepted.
✓		1	Copy of Plan (typically, a subdivision plan) dedicating the street or way as recorded in the registry of deeds.
✓		1	Petition for Street Acceptance (template included as Attachment 1 to application form) for Street dedicated prior to July 7, 1948.
N/A		1	Petition for Street Acceptance (template included as Attachment 2 to application form) for Street Constructed on Private Lands by the Owner Thereof and for Streets dedicated on or after July 7, 1948.
✓		1	Waiver and Indemnification Form (template included as Attachment 3 to application form). Required for Streets dedicated prior to July 7, 1948. Not required for streets or ways previously constructed on private land or streets or ways dedicated on or after July 7, 1948.
N/A		1	Deed from Owner(s) of property to the City of Portland for property within the boundaries of the Street (for streets constructed on private lands by the owner thereof and/or for streets not dedicated prior to July 7, 1948. Not required for streets or ways dedicated prior to July 7, 1948). Template included as Attachment 4.
✓		1	A street boundary plan or subdivision plan and an as-built plan, profile and cross-section of the street, all complying with the Engineering Division's "Engineering Design and As-Built Submission Requirements."

Attachment 1
Legal Description of Street

**SUGGESTED OFFER OF CESSION
POMEROY STREET
PORTLAND, MAINE**

July 8, 2024

A certain strip or parcel of land located on the southeasterly sideline of Bancroft Street, so-called, in the City of Portland, County of Cumberland and State of Maine and shown as Pomeroy Street on the plan titled "Site Plan, Level I-Minor Residential Dev., Level II – Road Improvements, Land of Chabad Lubavitch of Maine Inc., Pomeroy Street, Portland, Maine", dated January 2012 as revised through 11/10/15, by BH2M, Inc.; said Pomeroy Street being more particularly described as follows:

Beginning at a 5/8" iron rod found on the southeasterly sideline of said Bancroft Street at the northeasterly corner of land now or formerly of Robert Skilling & Sarah Hoch-Skilling as shown on aforesaid plan;

thence N 60°-18'-30" E along the southeasterly sideline of said Bancroft Street a distance of 5.56 feet to a point;

thence N 43°-48'-30" E along the southeasterly sideline of said Bancroft Street a distance of 44.67 feet to a capped iron rod set (PLS #2190) and land now or formerly of Colin Wilke & Katherine Allen;

thence S 46°-11'-30" E along the land of said Wilke & Allen a distance of 200.00 feet to a capped iron rod set (PLS #2190) and the unaccepted portion of Pomeroy Street, so-called;

thence S 43°-48'-30" W along the unaccepted portion of Pomeroy Street a distance of 50.00 feet to a capped iron rod set (PLS #2190) and land now or formerly of Square One Construction;

thence N 46°-11'-30" W along the land of said Square One Construction, along land now or formerly of Chabad Lubavitch of Maine Inc. and along land of said Skilling a distance of 201.58 feet to the point of beginning.

The above described Pomeroy Street contains 10,004 s.f.. All bearings refer to magnetic north as observed in 1986.

socPomeroySt



Attachment 2
Existing Easement

EASEMENT DEED

CHABAD LUBAVITCH OF MAINE, INC, a Maine corporation with a mailing address of 101 Craigie Street, Portland, Maine 04102 ("Owner") for consideration paid, hereby grants to the **PORTLAND WATER DISTRICT**, a public quasi-municipal Maine corporation of Portland, Maine ("District"), with quit-claim covenants an easement on property in the City of Portland, Cumberland County, Maine, bounded and described as follows:

A road or way shown as Pomeroy Street on a plan entitled "Plan of Brighton, Portland, ME Made For George T. Edwards" prepared by Clifford Legrow dated August 1902 and recorded in the Cumberland County Registry of Deeds in Plan Book 11, Page 109, extending southeasterly from the southerly sideline of Bancroft Street two hundred (200) feet to the northwesterly sideline of Kenilworth Street as shown on said plan.

The DISTRICT shall have the following permanent easement rights in the easement area described above:

1. the right to install, maintain, replace and remove conduits or pipelines for conveying water, wastewater and storm water with all necessary fixtures and appurtenances, including electric or other energized control lines; and
2. the right to make connections with the conduits or pipelines on land adjacent to the easement area; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of the DISTRICT; and
4. the right to change the existing surface grade of the easement area as is reasonably necessary for any of these purposes; and
5. the right to enter on the easement area at any and all times for any of these purposes.

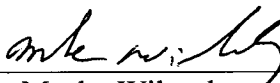
OWNER reserves the use and enjoyment of the easement area for any purpose that does not interfere with the use of the easement area by the DISTRICT for its own purposes; provided that none of the following improvements may be made by OWNER in the easement area, without the written permission of the DISTRICT:

1. No buildings or any other permanent structures are allowed, except pavement and utilities.
2. No earth shall be removed, no fill may be added, and no other change shall be made to the designed surface grade of the easement area without prior written permission of the DISTRICT.
3. All underground utility lines shall be located and installed in accordance with the approved design plans on file at the offices of the DISTRICT and OWNER. All underground power, telephone and cable services will be installed in conduit when crossing over any water conduits or pipelines.

This easement deed is signed as a document under seal.

Dated: July 27, 2015

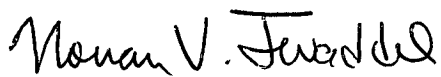
Chabad Lubavitch, Inc.


By: Moshe Wilansky
Its: President

State of Maine
County of Cumberland

July 27, 2015

Moshe Wilansky, as President of Chabad Lubavitch, Inc., personally appeared before me and acknowledged that his signature on this document was his free act and deed on behalf of Chabad Lubavitch, Inc.


Notary Public/Attorney at Law

NORMAN V. TWADDEL
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES DECEMBER 17, 2016

Print Name

Received
Recorded Register of Deeds
Jul 27, 2015 08:57:43A
Cumberland County
Nancy A. Lane

Attachment 3
Parcel Deed for 11 Pomeroy Street

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **MOSHE WILANSKY** and **CHANA WILANSKY** of Portland, Maine, for consideration paid, GRANTS TO **CHABAD LUBAVITCH OF MAINE, INC.**, a Maine non-profit corporation whose mailing address is 101 Craigie Street, Portland, ME 04102, with WARRANTY COVENANTS, the premises situated in the City of Portland, County of Cumberland and State of Maine, described as follows:

A certain lot or parcel of land located on the southwesterly sideline of Pomeroy Street, so-called, in the City of Portland, County of Cumberland and State of Maine; said parcel being more particularly described as follows:

Beginning at an 1/2" iron rod found on the southwesterly sideline of said Pomeroy Street at the southeasterly corner of land now or formerly of Kriston Briggs;

Thence South 46° 11' 30" East along the southwesterly sideline of said Pomeroy Street a distance of 269.44 feet to a capped iron rod found (PLS #1278) and the northerly sideline of Motley Street, so-called;

Thence South 71° 08' 30" West along the northerly sideline of said Motley Street a distance of 58.71 feet to a point;

Thence in a general southwesterly direction along the northerly sideline of said Motley Street and along a circular curve to the left, circumscribed by a radius of 218.81 feet, an arc length of 44.47 feet to a capped iron rod found (PLS #1278) and land now or formerly of Joshua James and Tamara Rainsford Krieger; said capped iron rod found being South 65° 19' 13" West a tie distance of 44.39 feet from said previous capped iron rod found;

Thence North 34° 26' 02" West along the land of said Krieger a distance of 86.47 feet to a capped 5/8" iron rod found (PLS #1172);

Thence South 38° 44' 24" West along the land of said Krieger, along land now or formerly of the Redlon Park Homeowner's Association, and along land now or formerly of Nancy A. Roy a distance of 350.00 feet to a point and remaining land of Stuart B. Herrick, Jr.;

Thence North 28° 05' 22" West along the remaining land of Stuart B. Herrick, Jr. a distance of 286.03 feet to a point and land now or formerly of Thomas and Melody Lussier;

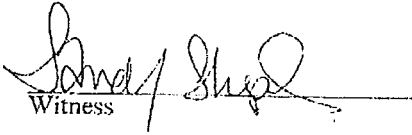
Thence North 60° 18' 30" East along the land of said Lussier, along land now or formerly of Roger and Donna Gendron, along land now or formerly of Jean Gilpatrick and along land of said Briggs a distance of 350.00 feet to the point of beginning.

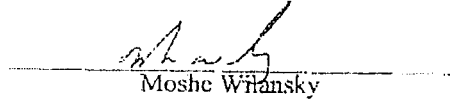
The above-described parcel contains 87,924 square feet. All bearings refer to Magnetic North as observed in 1973.

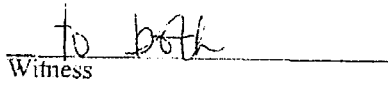
Reference is made to an unrecorded plan entitled Plan of Property, Bancroft Street, Portland, Maine, dated July 31, 1986, by R.P. Titcomb Associates, Inc. (Job #8660), as revised by unrecorded plan entitled Standard Boundary Survey and existing Conditions Plan for Stuart B. Herrick, Jr., dated March 2004, by BII2M (Job #03217).

Being the same premises conveyed to the Grantors herein by Warranty Deed of Stuart B. Herrick, Jr. dated May 28, 2004 and recorded in the Cumberland County Registry of Deeds at Book 21341, Page 37.

IN WITNESS WHEREOF, the said Moshe Wilansky and Chana Wilansky have caused this instrument to be signed and sealed on June 15, 2004.


Witness


Moshe Wilansky


Witness

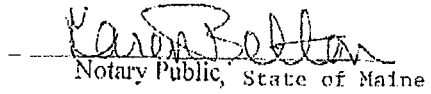

Chana Wilansky

State of Maine
Cumberland, ss.

June 15, 2004

Then personally appeared the above-named Moshe Wilansky and/or Chana Wilansky and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,


Notary Public, State of Maine

SEAL

Print Name: Karen Belton

My commission expires 08/26/06

Received
Recorded Register of Deeds
Jun 15, 2004 11:22:22A
Cumberland County
John B O'Brien

f:\home\nc\clerk\encl\wilansky, moshe & chana\warranty deed to chabad.doc

Attachment 4
Abutter's List

Abutter's List

Parcel ID	Street Number	Street Name	Owner	Owner Address	City	State	Zipcode
193 B001001	88	BANCROFT ST	WILKE COLIN J & KATHERINE E ALLEN JTS	88 BANCROFT ST	PORTLAND	ME	04102
193 E001001	11	POMEROY ST	CHABAD LUBAVITCH OF MAINE INC	11 POMEROY ST	PORTLAND	ME	04102
193 E021001	100	BANCROFT ST	SKILLING ROBERT E & SARAH E HOCH-SKILLING JTS	100 BANCROFT ST	PORTLAND	ME	04102
193 E042001	0	POMEROY ST	SQUARE ONE CONSTRUCTION INC	198 SACO AVE	OLD ORCHARD BEACH	ME	04064

Attachment 5
Letter from Public Utilities



Blanca Monson
BH2M
380B Main Street
Gorham, Maine 04038

Re: Pomeroy St, Portland, ME

To Whom It May Concern,

The Portland Water District owns 214 feet of 8-inch ductile iron water main, 1 4-inch fire service, 1 2-inch domestic water service and 1 public hydrant on Pomeroy Street.

The installation of water main and appurtenances in Pomeroy St was installed in 2014-2015, and passed a Final Inspection on 7/7/2015. The water infrastructure has been verified as constructed in accordance with PWD's Standard Specifications & Procedures.

The Portland Water District has a permanent easement on Pomeroy St recorded in the Cumberland County Registry of Deeds book 32457 page 118.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurel Jackson', is positioned below the word 'Sincerely,'.

Laurel Jackson
Right of Way Agent

Attachment 6
Petition of Street Acceptance

**Template for Petition for Street Acceptance
For Streets Constructed on Private Lands by the Owner
and for Streets or Ways Dedicated on or After July 7, 1948
(to be signed by the owner(s) of the property within the boundaries of the street)**

DATE:

Mr. Christopher Branch, Director
Public Works
55 Portland Street
Portland, ME 04101

RE: PETITION FOR CITY ACCEPTANCE OF Pomeroy Street AS A PUBLIC STREET

Dear Mr. Branch:

In accordance with 23 MRSA Sec. 3025, and Chapter 25 of the Portland City Code, I/We hereby petition to have Pomeroy (Street) Court/Avenue), so called, lying between Pomeroy (Street) Court/Avenue) and Pomeroy (Street) Court/Avenue), all within the City of Portland, all as more fully described on the attached **Exhibit A**, accepted as a permanent public street by the City of Portland. Specifically, I/We request that the City Council:

Accept the upgraded portion of Pomeroy Street as a City Street, built in conformance with City Street Standards.

The street was dedicated for public travel by the recording of a plan of the street in the Cumberland County Registry of Deeds on August 1902 (date) at Volume 11, Page 109.
(Plan Book)

I have enclosed copies of letters from the public utilities detailing whatever interests they have in the portion of Pomeroy (Street) Court/Avenue) to be accepted. Attached as **Exhibit B** is/are deed(s) from the owner(s) of the land to be accepted as a public street or way and conveying said land to the City. Also enclosed as **Exhibit C** are: submissions required by the City's Engineering Division's "Engineering Design and As-Built Plan Submission Requirements." Finally, enclosed is the \$2,000.00 fee that I/we understand is required to cover your administrative costs and costs of providing public notices.

I/We hereby request that you take all further action necessary to complete acceptance of the above-described street, and that you inform me/us should it become necessary for me/us to provide you with any further information, or take any further action. I/We understand that the matter will be brought up before the Planning Board for workshop and public hearing, and that the Planning Board will make a recommendation to the City Council. Final action on the street acceptance will be made the City Council.

Sincerely,

same ok come back the
Printed Name: King Weinsten
Address: 0 Pomeroy St

Chasid-Ludwigshof main
sh mly

Printed Name: Moshé Wilensky
Address: 11 Pomeroy St

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

Printed Name: Robert E. Skilling
Address: 100 Barcroft Street

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

Exhibit B

Abutter's List

Parcel ID	Street Number	Street Name	Owner	Owner Address	City	State	Zipcode
193 B001001	88	BANCROFT ST	WILKE COLIN J & KATHERINE E ALLEN JTS	88 BANCROFT ST	PORTLAND	ME	04102
193 E001001	11	POMEROY ST	CHABAD LUBAVITCH OF MAINE INC	11 POMEROY ST	PORTLAND	ME	04102
193 E021001	100	BANCROFT ST	SKILLING ROBERT E & SARAH E HOCH-SKILLING JTS	100 BANCROFT ST	PORTLAND	ME	04102
193 E042001	0	POMEROY ST	SQUARE ONE CONSTRUCTION INC	198 SACO AVE	OLD ORCHARD BEACH	ME	04064

**Waiver and Indemnification Form
for Streets Dedicated Prior to July 7, 1948
(a separate Waiver and Indemnification must be signed by each property owner
petitioning for acceptance)**

WHEREAS, Rabbi Moshe Wilansky of
Chabad Lubavitch of
Maine Inc. of 11 Pomeroy Street has requested the City of Portland to
accept and/or improve a certain proposed town way located off Pomeroy (Street, Court/
Avenue) pursuant to 23 MRSA Sec 3021 et seq.;

WHEREAS, it is a condition precedent to any acceptance of the proposed town way that the
owner(s) waive any claims for damages against the City for such acceptance; and

WHEREAS, the City requires as a condition precedent to any acceptance of the proposed town way
that the owner(s) indemnify it against any claims of third persons arising out of or resulting from the
acceptance and/or improvement of said proposed town way; and

WHEREAS, the City requires as a condition precedent to any acceptance of the proposed town way
that the owner(s) agree(s) to pay their just proportion of one-third of the cost of the acceptance, laying out,
and/or changes in grade resulting from the acceptance and/or improvement of such proposed town way.

Chabad - Lubavitch NOW, THEREFORE, in consideration of the City of Portland accepting said proposed town way,
for himself/herself/, his/her successors and assigns, agrees as follows:

1. Chabad - Lubavitch hereby waives any claim for damages which he/she may now or
hereafter have against the City of Portland arising out of or resulting from the laying out and
acceptance and/or changes in the grade of such proposed town way by the City pursuant to 23
MRSA Sec. 3021 et seq.;
2. Chabad - Lubavitch hereby agrees to indemnify and hold harmless the City of Portland against
any claims by any third party against the City of Portland for damages arising out of or resulting from
acceptance and/or improvement of such proposed town way by the City of Portland pursuant to
said statute.
3. Chabad - Lubavitch hereby agrees to pay their just proportion of one-third of the cost of the
acceptance, laying out, and/or changes in grade resulting from the acceptance and/or improvement
of such proposed town way.

Dated:

7/24/24

Applicant's/Abutter's Signature

Chabad - Lubavitch

**Waiver and Indemnification Form
for Streets Dedicated Prior to July 7, 1948
(a separate Waiver and Indemnification must be signed by each property owner
petitioning for acceptance)**

WHEREAS, Rabbi Moshe Wilansky of
Chabad Lubavitch of
Maine Inc. of 11 Pomeroy Street has requested the City of Portland to
accept and/or improve a certain proposed town way located off Pomeroy (Street, Court/
Avenue) pursuant to 23 MRSA Sec 3021 et seq.;

WHEREAS, it is a condition precedent to any acceptance of the proposed town way that the
owner(s) waive any claims for damages against the City for such acceptance; and

WHEREAS, the City requires as a condition precedent to any acceptance of the proposed town way
that the owner(s) indemnify it against any claims of third persons arising out of or resulting from the
acceptance and/or improvement of said proposed town way; and

WHEREAS, the City requires as a condition precedent to any acceptance of the proposed town way
that the owner(s) agree(s) to pay their just proportion of one-third of the cost of the acceptance, laying out,
and/or changes in grade resulting from the acceptance and/or improvement of such proposed town way.

Same one construction NOW, THEREFORE, in consideration of the City of Portland accepting said proposed town way,
for himself/herself/, his/her successors and assigns, agrees as follows:

1. *Same one construction* hereby waives any claim for damages which he/she may now or
hereafter have against the City of Portland arising out of or resulting from the laying out and
acceptance and/or changes in the grade of such proposed town way by the City pursuant to 23
MRSA Sec. 3021 et seq.;
2. *Same one construction* hereby agrees to indemnify and hold harmless the City of Portland against
any claims by any third party against the City of Portland for damages arising out of or resulting from
acceptance and/or improvement of such proposed town way by the City of Portland pursuant to
said statute.
3. *Same one construction Inc* hereby agrees to pay their just proportion of one-third of the cost of the
acceptance, laying out, and/or changes in grade resulting from the acceptance and/or improvement
of such proposed town way.

Dated: *7/27/12*

[Signature]
Applicant's/Abutter's Signature
Same one construction Inc

**Waiver and Indemnification Form
for Streets Dedicated Prior to July 7, 1948
(a separate Waiver and Indemnification must be signed by each property owner
petitioning for acceptance)**

WHEREAS, Rabbi Moshe Wilansky of
Chabad Lubavitch of
Maine Inc. of 11 Pomeroy Street has requested the City of Portland to
accept and/or improve a certain proposed town way located off Pomeroy (Street, Court/
Avenue) pursuant to 23 MRSA Sec 3021 et seq.;

WHEREAS, it is a condition precedent to any acceptance of the proposed town way that the
owner(s) waive any claims for damages against the City for such acceptance; and

WHEREAS, the City requires as a condition precedent to any acceptance of the proposed town way
that the owner(s) indemnify it against any claims of third persons arising out of or resulting from the
acceptance and/or improvement of said proposed town way; and

WHEREAS, the City requires as a condition precedent to any acceptance of the proposed town way
that the owner(s) agree(s) to pay their just proportion of one-third of the cost of the acceptance, laying out,
and/or changes in grade resulting from the acceptance and/or improvement of such proposed town way.

NOW, THEREFORE, in consideration of the City of Portland accepting said proposed town way,
Robert Skilling for himself/herself/, his/her successors and assigns, agrees as follows:

1. Robert Skilling hereby waives any claim for damages which he/she may now or
hereafter have against the City of Portland arising out of or resulting from the laying out and
acceptance and/or changes in the grade of such proposed town way by the City pursuant to 23
MRSA Sec. 3021 et seq.;
2. Robert Skilling hereby agrees to indemnify and hold harmless the City of Portland against
any claims by any third party against the City of Portland for damages arising out of or resulting from
acceptance and/or improvement of such proposed town way by the City of Portland pursuant to
said statute.
3. Robert Skilling hereby agrees to pay their just proportion of one-third of the cost of the
acceptance, laying out, and/or changes in grade resulting from the acceptance and/or improvement
of such proposed town way.

7-24-24

Dated:

Rae
Applicant's/Abutter's Signature

Attachment 7
As-Built Site Plan

CHANGE OF USE & MINOR SITE PLAN

11 POMEROY STREET, PORTLAND, MAINE

For
CHABAD LUBAVICH OF MAINE INC.
11 POMEROY STREET
PORTLAND, MAINE

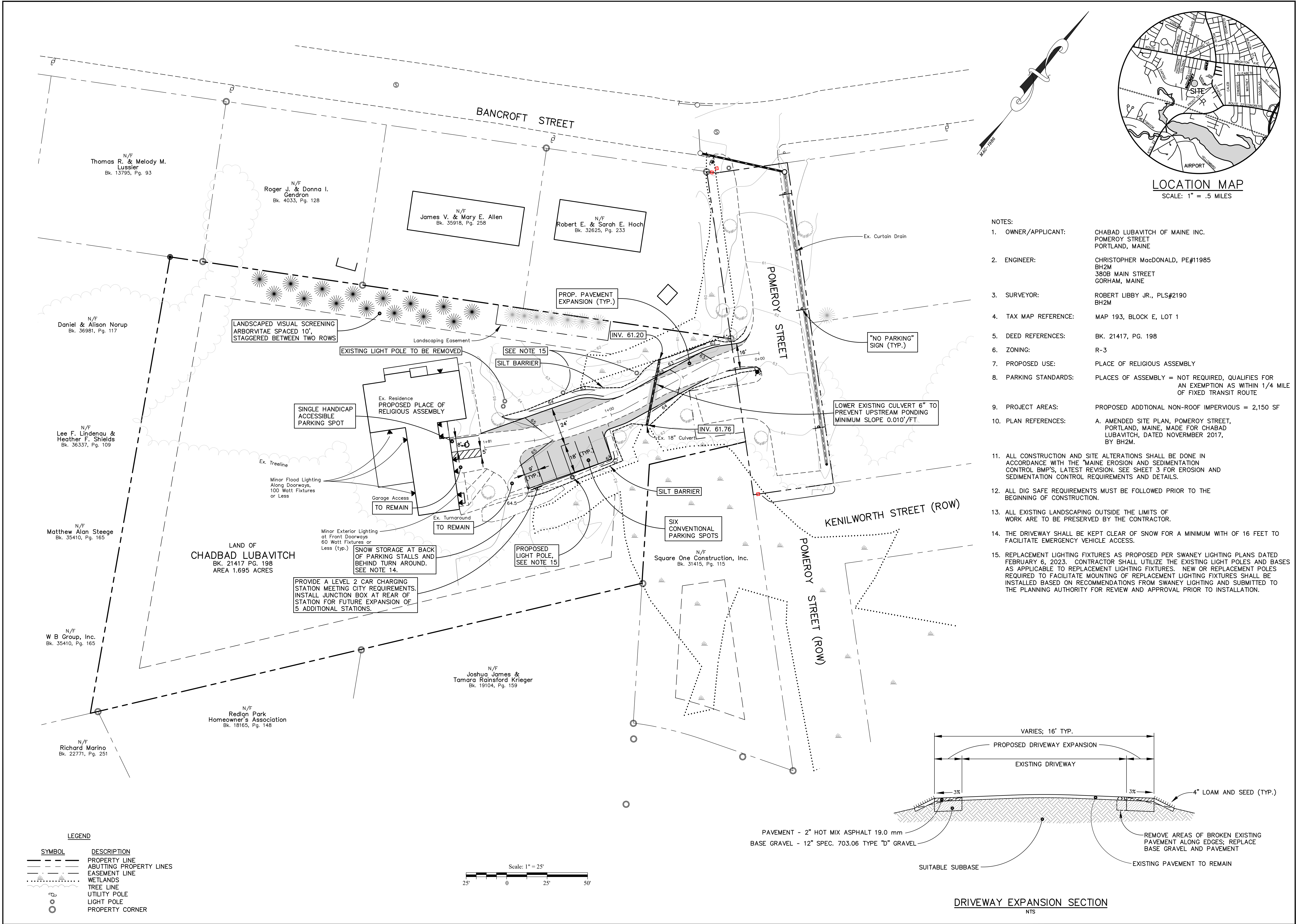
PLAN INDEX

- 1 SITE PLAN
- 2 EXISTING CONDITIONS
- 3 EROSION CONTROL DETAILS
- A STORMWATER PRE DEVELOPMENT CONDITIONS
- B STORMWATER POST DEVELOPMENT CONDITIONS



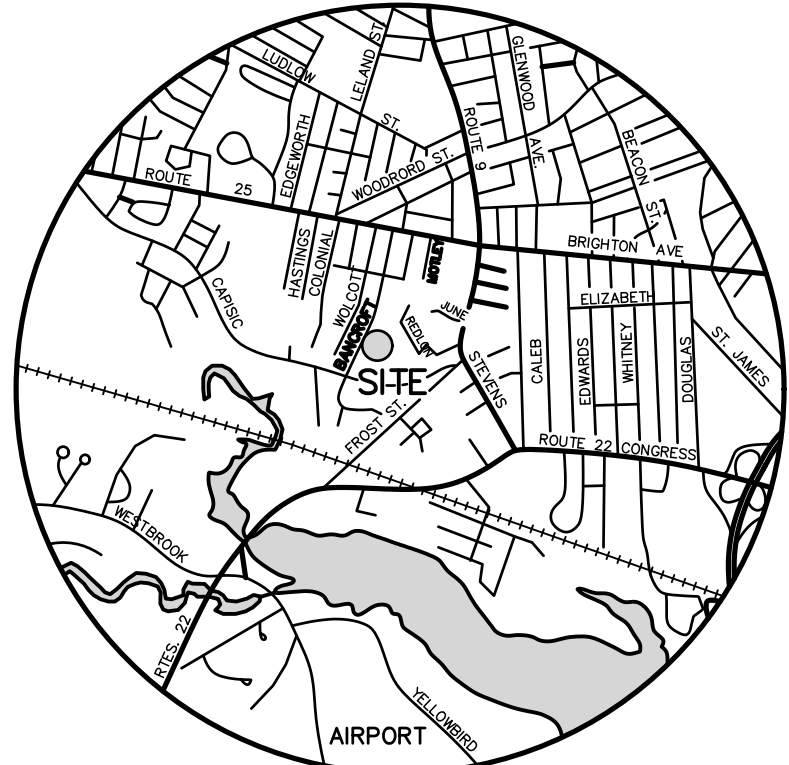
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors

380B Main Street
Gorham, Maine 04038
Tel. (207) 839-2771
www.bh2m.com



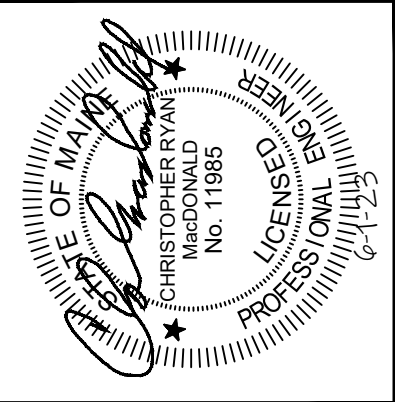
NOTES:

- OWNER/APPLICANT: CHABAD LUBAVITCH OF MAINE INC. POMEROY STREET PORTLAND, MAINE
- ENGINEER: CHRISTOPHER MacDONALD, PE#11985 BH2M 380B MAIN STREET GORHAM, MAINE
- SURVEYOR: ROBERT LIBBY JR., PLS#2190 BH2M
- TAX MAP REFERENCE: MAP 193, BLOCK E, LOT 1
- DEED REFERENCES: BK. 21417, PG. 198
- ZONING: R-3
- PROPOSED USE: PLACE OF RELIGIOUS ASSEMBLY
- PARKING STANDARDS: PLACES OF ASSEMBLY = NOT REQUIRED, QUALIFIES FOR AN EXEMPTION AS WITHIN 1/4 MILE OF FIXED TRANSIT ROUTE
- PROJECT AREAS: PROPOSED ADDITIONAL NON-ROOF IMPERVIOUS = 2,150 SF
- PLAN REFERENCES: A. AMENDED SITE PLAN, POMEROY STREET, PORTLAND, MAINE, MADE FOR CHABAD LUBAVITCH, DATED NOVEMBER 2017, BY BH2M.
- ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENTATION CONTROL BMP'S, LATEST REVISION. SEE SHEET 3 FOR EROSION AND SEDIMENTATION CONTROL REQUIREMENTS AND DETAILS.
- ALL DIG SAFE REQUIREMENTS MUST BE FOLLOWED PRIOR TO THE BEGINNING OF CONSTRUCTION.
- ALL EXISTING LANDSCAPING OUTSIDE THE LIMITS OF WORK ARE TO BE PRESERVED BY THE CONTRACTOR.
- THE DRIVEWAY SHALL BE KEPT CLEAR OF SNOW FOR A MINIMUM WITH OF 16 FEET TO FACILITATE EMERGENCY VEHICLE ACCESS.
- REPLACEMENT LIGHTING FIXTURES AS PROPOSED PER SWANEY LIGHTING PLANS DATED FEBRUARY 6, 2023. CONTRACTOR SHALL UTILIZE THE EXISTING LIGHT POLES AND BASES AS APPLICABLE TO REPLACE LIGHTING FIXTURES. NEW OR REPLACEMENT POLES REQUIRED TO FACILITATE MOUNTING OF REPLACEMENT LIGHTING FIXTURES SHALL BE INSTALLED BASED ON RECOMMENDATIONS FROM SWANEY LIGHTING AND SUBMITTED TO THE PLANNING AUTHORITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.



LOCATION MAP
SCALE: 1" = .5 MILES

NO.	DATE	REVISION	DESCRIPTION
1	08/24/21		Submitted to Planning Department for Initial Review
2	10/20/21		Revisions Based on Planning Department Comments
3	1/24/22		Added Exist. Lighting Info. and Prop. Landscaped Screening
4	08/25/22		Revisions Based on Planning Department Comments
5	02/24/23		Revised Proposed Lighting
6	06/01/23		Revised to Conform with Planning Approval Conditions



BH2M

Barry, Huff, MacDonald, Milfigan Inc.
Engineers, Surveyors

380B Main Street
Gorham, Maine 04038
Tel. (207) 839-2771
www.bh2m.com

FOR
Chabad Lubavitch of Maine Inc.
11 Pomerooy Street
Portland, Maine

SITE PLAN
CHANGE OF USE & MINOR SITE
PLAN APPLICATION

LAND OF
CHABAD LUBAVITCH OF MAINE INC.
11 POMEROY STREET
PORTLAND, MAINE

DESIGNED C. MacDonald	DATE June 2021
DRAWN Dept.	SCALE As Noted
CHECKED W. Thompson	JOB. NO. 21100

SHEET 1

REPRODUCTION OR REUSE OF THIS DOCUMENT WITHOUT THE EXPRESSED WRITTEN CONSENT OF BH2M INC. IS PROHIBITED

EROSION AND SEDIMENT CONTROL PLAN

THIS PLAN HAS BEEN DEVELOPED AS A STRATEGY TO CONTROL SOIL EROSION AND SEDIMENTATION DURING AND AFTER CONSTRUCTION. THIS PLAN IS BASED ON THE STANDARDS AND SPECIFICATIONS FOR EROSION PREVENTION IN DEVELOPING AREAS AS CONTAINED IN THE LATEST REVISION OF TO THE 2016 MAINE EROSION AND SEDIMENT CONTROL BMP'S MANUAL FOR DESIGNERS AND ENGINEERS, AND THE LATEST REVISION TO THE 2014 MAINE EROSION AND SEDIMENT CONTROL FIELD GUIDE FOR CONTRACTORS. SEE MANUALS FOR ADDITIONAL INFORMATION AND DETAILS.

DURING CONSTRUCTION THE DEVELOPER/APPLICANT OR THEIR REPRESENTATIVES WILL BE RESPONSIBLE FOR IMPLEMENTING THE EROSION AND SEDIMENT CONTROL BMP'S AS WELL ROUTINE INSPECTIONS AND MAINTENANCE OF THE BMP'S.

THE PROPOSED LOCATIONS OF SILTATION AND EROSION CONTROL STRUCTURES ARE SHOWN ON THE SITE PLAN.

1. ALL CONSTRUCTION INSPECTIONS SHALL BE CONDUCTED BY SOMEONE WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING STANDARDS AND PERMIT CONDITIONS. CONSTRUCTION INSPECTIONS SHALL BE PERFORMED AT LEAST ONCE A WEEK, AND PRIOR TO AND 24 HOURS AFTER A WET WEATHER EVENT (1 INCH OR MORE IN A 24 HOUR PERIOD). CONSTRUCTION INSPECTION AND CORRECTIVE ACTION DOCUMENTATION RECORDS SHALL BE MAINTAINED FOR A MINIMUM OF 5 YEARS.

2. THE SCOPE OF CONSTRUCTION INSPECTIONS INCLUDE THE EROSION AND SEDIMENTATION CONTROL MEASURES AS WELL AS DISTURBED AREAS, MATERIAL STORAGE AREAS, AND LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE.

3. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE DONE IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT CONTROL BMP'S", DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST REVISION.

4. THOSE AREAS UNDERGOING ACTUAL CONSTRUCTION WILL BE LEFT IN AN UNTREATED OR UNVEGETATED CONDITION FOR A MINIMUM TIME. AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING AND TEMPORARILY STABILIZED WITHIN 7 DAYS OF INITIAL DISTURBANCE OF THE SOIL. IF THE DISTURBANCE IS WITHIN 75 FEET OF A WETLAND OR WATERBODY, THE AREA SHALL BE STABILIZED WITHIN 2 DAYS OR PRIOR TO ANY STORM EVENT, WHICHEVER COMES FIRST.

5. EXCAVATION AND EARTHWORK SHALL BE DONE SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.

6. EXPOSED AREA SHOULD BE LIMITED TO THAT WHICH CAN BE MULCHED IN ONE DAY.

7. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED SUCH THAT NO MORE THAN ONE ACRE OF THE SITE IS WITHOUT EROSION CONTROL PROTECTION.

8. SEDIMENT BARRIERS (EROSION CONTROL MIX, STONE CHECK DAMS, STABILIZED CONSTRUCTION ENTRANCE, ETC.) SHOULD BE INSTALLED PRIOR TO ANY SOIL DISTURBANCE OF THE CONTRIBUTING DRAINAGE AREA ABOVE THEM. THE CONTRACTOR SHALL MAINTAIN THE STABILIZED CONSTRUCTION ENTRANCE UNTIL ALL DISTURBED AREAS ARE STABILIZED.

9. INSTALL EROSION CONTROL MIX AT TOE OF SLOPES TO FILTER SILT FROM RUNOFF. SEE E.C. MIX DETAIL FOR PROPER INSTALLATION. EROSION CONTROL MIX WILL REMAIN IN PLACE PER NOTE #7. THE USE OF AN EROSION CONTROL MIX BERM IS PROHIBITED AT THE BASE OF SLOPES STEEPER THAN 3:1 OR WHERE THERE IS FLOWING WATER.

10. ALL EROSION CONTROL STRUCTURES WILL BE INSPECTED, REPLACED, AND/OR REPAIRED EVERY 7 DAYS AND IMMEDIATELY BEFORE AND FOLLOWING ANY SIGNIFICANT RAINFALL (0.5 INCH OR MORE IN A 24-HOUR PERIOD) OR SNOW MELT OR WHEN NO LONGER SERVICEABLE DUE TO SEDIMENT ACCUMULATION OR DECOMPOSITION. IF AN INSPECTION DETERMINES THAT A CORRECTIVE ACTION IS REQUIRED, THE ACTION OR REPAIR SHALL BE STARTED BY THE END OF THE NEXT WORKDAY AND COMPLETED WITHIN SEVEN DAYS OR BEFORE THE NEXT STORM EVENT. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER. SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS UPSLOPE ARE STABILIZED BY TURF. EROSION CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS OF PERMANENT STABILIZATION. PERMANENT STABILIZATION IS BOX GRASS CATCH IN VEGETATED AREAS.

11. NO SLOPES, EITHER PERMANENT OR TEMPORARY, SHALL BE STEEPER THAN ONE AND ONE HALF TO ONE (1.5:1).

12. IF FINAL SEEDING OF THE DISTURBED AREAS IS NOT COMPLETED 45 DAYS PRIOR TO THE FIRST KILLING FROST, USE TEMPORARY MULCHING (DORMANT SEEDING MAY BE ATTEMPTED AS WELL) TO PROTECT THE SITE AND DELAY SEEDING UNTIL THE NEXT RECOMMENDED SEEDING PERIOD.

13. TEMPORARY SEEDING OF DISTURBED AREAS THAT HAVE NOT BEEN FINAL GRADED SHALL BE COMPLETED BY AUG. 15 OR 45 DAYS PRIOR TO THE FIRST KILLING FROST (OCT. 1) TO PROTECT FROM SPRING RUNOFF PROBLEMS.

14. DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO THE SITE AND REGRADED ONTO OPEN AREAS. POST SEEDING SEDIMENT, IF ANY WILL BE DISPOSED OF IN AN ACCEPTABLE MANNER.

15. REVEGETATION MEASURES WILL COMMENCE UPON COMPLETION OF CONSTRUCTION EXCEPT AS NOTED ABOVE. ALL DISTURBED AREAS NOT OTHERWISE STABILIZED WILL BE GRADED, SMOOTHED, AND PREPARED FOR FINAL SEEDING AS FOLLOWS:

- FOUR INCHES OF LOAM WILL BE SPREAD OVER DISTURBED AREAS AND SMOOTHED TO A UNIFORM SURFACE.
- APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TEST. IF SOIL TESTING IS NOT FEASIBLE ON SMALL OR VARIABLE SITES, OR WHERE TIMING IS CRITICAL, FERTILIZER MAY BE APPLIED AT THE RATE OF 800 POUNDS PER ACRE OR 18.4 POUNDS PER 1,000 SQUARE FEET USING 10-20-20 (N-P20-K20) OR EQUIVALENT. APPLY GROUND LIMESTONE (EQUIVALENT TO 50% CALCIUM PLUS MAGNESIUM OXIDE) AT A RATE OF 3 TONS PER ACRE (138 LB PER 1,000 SQ. FT.).
- FOLLOWING SEED BED PREPARATION, DITCHES AND BACK SLOPES WILL BE SEED TO A MIXTURE OF 47% CREEPING RED FESCUE, 5% REDTOP, AND 48% TALL FESCUE. THE LAWN AREAS WILL BE SEED TO A PREMIUM TURF MIXTURE OF 44% KENTUCKY BLUEGRASS, 44% CREEPING RED FESCUE, AND 12% PERENNIAL RYEGRASS. SEEDING RATE IS 1.03 LBS PER 1,000 SQ. FT. LAWN QUALITY SOD MAY BE SUBSTITUTED FOR SEED. SEED MIX SHALL CONTAIN 10% ANNUAL RYE GRASS.
- HAY MULCH AT THE RATE OF 70-90 LBS PER 1,000 SQUARE FEET FOR OVER 75% COVERAGE. FOR UNPROTECTED OR WINDY AREAS, ANCHOR MULCH WITH PEG AND TWINE (1 SQ. YD./BLOCK). HYDRAULIC MULCHES MAY ALSO BE USED, APPLIED AT A RATE OF 5 LBS PER 1,000 SQUARE FEET FOR PAPER MULCH OR 40 LBS PER 1,000 SQUARE FEET OR AS DIRECTED BY THE MANUFACTURER. ON SLOPES GREATER THAN 3:1 EROSION CONTROL MIX MAY BE USED, SEE EROSION CONTROL MIX NOTES BELOW.
- FOR DISTURBED AREAS TO BE MAINTAINED IN POST-CONSTRUCTION AS A MEADOW BUFFER, APPLY NEW ENGLAND CONSERVATION WILDLIFE MIX BY NEW ENGLAND WETLAND PLANTS, INC., OF AMHERST, MASSACHUSETTS OR APPROVED EQUAL.

14. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS ONCE THE SITE IS STABILIZED WITH 90% GRASS CATCH IN VEGETATED AREAS. TEMPORARY EROSION AND SEDIMENT CONTROL BLANKET SHALL BE USED IN ALL DITCHES AND SWALES AS SHOWN IN DETAILS.

15. WETLANDS WILL BE PROTECTED WITH EROSION CONTROL MIX OR SILT FENCE INSTALLED AT THE EDGE FOR THE WETLAND OR THE BOUNDARY OF WETLAND DISTURBANCE. ALL AREAS WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE MUST BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS DURING WINTER CONSTRUCTION.

16. ALL STORMWATER WILL BE PREVENTED FROM RUNNING ONTO STOCKPILES. SEDIMENT BARRIERS WILL BE INSTALLED DOWNGRADIENT OF ALL STOCKPILES.

17. PERMANENT POST-CONSTRUCTION BMP'S (VEGETATED SWALES, WET PONDS, ETC.) WILL NOT BE USED TO MANAGE FLOWS DURING CONSTRUCTION WITHOUT SPECIAL PROTECTION AND/OR RESTORATION.

ADDITIONAL TEMPORARY SEED MIXTURE (FOR PERIODS LESS THAN 12 MONTHS).

SEASON	SEED	RATE
SUMMER (5/15 - 8/15)	SUDANGRASS	40 LBS/ACRE
LATE SUMMER/EARLY FALL (8/15 - 9/15)	OATS	80 LBS/ACRE
FALL (9/15 - 11/1)	WINTER RYE	112 LBS/ACRE
WINTER (11/1 - 4/1)	MULCH W/ DORMANT SEED	80 LBS/ACRE**
SPRING (4/1 - 7/1)	OATS	80 LBS/ACRE
	ANNUAL RYEGRASS	40 LBS/ACRE

**SEED RATE ONLY

EROSION CONTROL MIX

EROSION CONTROL MIX (ECM) SHALL MEET THE REQUIREMENTS PROVIDED IN THE LATEST REVISION OF MAINE DEP'S EROSION AND SEDIMENTATION CONTROL BMP MANUAL. ECM IS ACCEPTABLE FOR USE ON SLOPES OF GREATER THAN 3:1 BUT LESS THAN 2:1. ECM SHALL CONSIST OF WELL-GRADED ORGANIC COMPONENT 50% - 100% OF DRY WEIGHT, AND COMPOSED OF FIBROUS AND ELONGATED FRAGMENTS. ECM SHALL BE FREE FROM REFUSE, MATERIAL TOXIC TO PLANT GROWTH OR CONSTRUCTION DEBRIS. ECM SHALL BE EVENLY DISTRIBUTED AND APPLIED AT A THICKNESS OF 2" ON 3:1 SLOPES, WITH AN ADDITIONAL 1/2" PER 20' OF SLOPE FOR A MAXIMUM OF 100' IN LENGTH. SLOPES GREATER THAN 3:1, ECM SHALL BE APPLIED AT THICKNESS OF 4" OR 5" FOR SLOPES GREATER THAN 60' IN LENGTH.

NO SLOPES, EITHER PERMANENT OR TEMPORARY, SHALL BE STEEPER THAN ONE AND ONE HALF TO ONE (1.5:1). EROSION CONTROL MIX IS AN ACCEPTABLE STABILIZATION MEASURE FOR SLOPES UP TO 3:1, WITH LIMITS THAT ARE COVERED BY NOTES ON THIS SHEET. SLOPES BETWEEN 3:1 AND 2:1 SHALL BE STABILIZED WITH EROSION CONTROL BLANKETS, AND ALL SLOPES GREATER THAN 2:1 SHALL BE STABILIZED WITH RIPRAP. SEE SLOPE STABILIZATION DETAIL FOR ADDITIONAL INFORMATION.

EROSION CONTROL DURING CONSTRUCTION

WINTER CONSTRUCTION

1. WINTER CONSTRUCTION PERIOD: NOVEMBER 15 THROUGH APRIL 15

2. OVERWINTER STABILIZATION OF DITCHES AND CHANNELS:
ALL STONE-LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15. ALL GRASS LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED BY SEPTEMBER 1. IF A DITCH OR CHANNEL IS NOT GRASS-LINED BY SEPTEMBER 1, THEN ONE OF THE FOLLOWING ACTIONS MUST BE TAKEN TO STABILIZE THE DITCH FOR LATE FALL AND WINTER.

A. INSTALL A SOD LINING IN THE DITCH:
A DITCH MUST BE LINED WITH STONE RIPRAP BY NOVEMBER 15. PROPER INSTALLATION INCLUDES: PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL, AND ANCHORING SOD AT THE BASE OF THE DITCH WITH JUTE OR PLASTIC MESH TO PREVENT THE SOD FROM SLIDING DURING FLOW CONDITIONS. SEE THE PERMANENT VEGETATION BMP SECTION.

B. INSTALL A STONE LINING IN THE DITCH:
A DITCH MUST BE LINED WITH STONE RIPRAP BY NOVEMBER 15. A REGISTERED PROFESSIONAL ENGINEER MUST BE HIRED TO DETERMINE THE STONE SIZE AND LINING THICKNESS NEEDED TO WITHSTAND THE ANTICIPATED FLOW VELOCITIES AND FLOW DEPTHS WITHIN THE DITCH. IF NECESSARY, THE CONTRACTOR WILL REGRADE THE DITCH PRIOR TO PLACING THE STONE LINING SO TO PREVENT THE STONE LINING FROM REDUCING THE DITCH'S CROSS-SECTIONAL AREA.

3. OVERWINTER STABILIZATION OF DISTURBED SLOPES:
ALL STONE-COVERED SLOPES MUST BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15. ALL SLOPES TO BE VEGETATED MUST BE SEEDDED AND MULCHED BY SEPTEMBER 1. THE DEPARTMENT WILL CONSIDER ANY AREA HAVING A GRADE GREATER THAN 1:5 TO BE A SLOPE. IF A SLOPE TO BE VEGETATED IS NOT STABILIZED BY SEPTEMBER 1, THEN ONE OF THE FOLLOWING ACTIONS MUST BE TAKEN TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER. STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS. BY OCTOBER 1 THE DISTURBED SLOPE MUST BE SEEDDED WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1000 SQUARE FEET AND THEN INSTALL EROSION CONTROL MATS OR ANCHORED MULCH OVER THE SEEDING. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% OF THE SLOPE BY NOVEMBER 1, THEN THE CONTRACTOR WILL COVER THE SLOPE WITH A LAYER OF EROSION CONTROL MIX OR WITH STONE RIPRAP AS DESCRIBED IN THE FOLLOWING STANDARDS.

A. STABILIZE THE SOIL WITH SOD:
THE DISTURBED SLOPE MUST BE STABILIZED WITH PROPERLY INSTALLED SOD BY OCTOBER 1. PROPER INSTALLATION INCLUDES THE CONTRACTOR PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE CONTRACTOR WILL NOT USE LATE SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 1:5 (2:1V) OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.

B. STABILIZE THE SOIL WITH EROSION CONTROL MIX:
EROSION CONTROL MIX MUST BE PROPERLY INSTALLED BY NOVEMBER 15. THE CONTRACTOR WILL NOT USE EROSION CONTROL MIX TO STABILIZE SLOPES HAVING GREATER THAN SOD (2:1V) OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE. SEE THE EROSION CONTROL MIX NOTES FOR ADDITIONAL CRITERIA.

C. STABILIZE THE SOIL WITH STONE RIPRAP:
PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15. THE DEVELOPMENT'S OWNER WILL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY ON THE SLOPE AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

4. OVERWINTER STABILIZATION OF DISTURBED SOILS:
BY SEPTEMBER 15, ALL DISTURBED SOILS OR AREAS HAVING A SLOPE LESS THAN 1:5% MUST BE SEEDDED AND MULCHED. IF THE DISTURBED AREAS ARE NOT STABILIZED BY THIS DATE, THEN ONE OF THE FOLLOWING ACTIONS MUST BE TAKEN TO STABILIZE THE SOIL FOR LATE FALL AND WINTER.

A. STABILIZE THE SOIL WITH TEMPORARY VEGETATION:
BY OCTOBER 1, SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1000 SQUARE FEET, LIGHTLY MULCH THE SEEDDED SOIL WITH HAY OR STRAW AT 75 POUNDS PER 1000 SQUARE FEET, AND ANCHOR THE MULCH WITH PLASTIC NETTING. MONITOR GROWTH OF THE RYE. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 80% OF THE DISTURBED SOIL BEFORE NOVEMBER 1, THEN MULCH THE AREA FOR OVER-WINTER PROTECTION AS DESCRIBED BELOW.

B. STABILIZE THE SOIL WITH SOD:
STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY OCTOBER 1. PROPER INSTALLATION INCLUDES PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL.

C. STABILIZE THE SOIL WITH MULCH:
BY NOVEMBER 15, MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 POUNDS PER 1000 SQUARE FEET ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. IMMEDIATELY AFTER APPLYING THE MULCH, ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL. PROVIDE NETTING ON ALL SLOPES GREATER THAN 3:1.

5. MAINTENANCE:
IF AN INSPECTION DETERMINES THAT A CORRECTIVE ACTION IS REQUIRED, THE ACTION OR REPAIR SHALL BE STARTED BY THE END OF THE NEXT WORKDAY AND COMPLETED WITHIN SEVEN DAYS OR BEFORE THE NEXT STORM EVENT. MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION SEASON. ONCE A CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM REPAIRS AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL, IN THE SPRING, INSPECT AND REPAIR ANY DAMAGES AND/OR BARE SPOTS. AN ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 85 TO 90% OF AREAS VEGETATED WITH VIGOROUS GROWTH.

STABILIZATION SCHEDULE BEFORE WINTER:

SEPTEMBER 15
ALL DISTURBED AREAS MUST BE SEEDDED AND MULCHED.
ALL SLOPES MUST BE STABILIZED, SEEDDED AND MULCHED.
ALL GRASS LINED DITCHES AND CHANNELS MUST BE STABILIZED WITH MULCH OR AN EROSION CONTROL BLANKET

OCTOBER 1
IF THE SLOPE IS STABILIZED WITH AN EROSION CONTROL BLANKET AND SEEDDED,
ALL DISTURBED AREAS TO BE PROTECTED WITH AN ANNUAL GRASS MUST BE SEEDDED AT A SEEDING RATE OF 3 POUNDS PER 1000 SQUARE FEET AND MULCHED.

NOVEMBER 15
ALL STONE LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED. SLOPES THAT ARE COVERED WITH RIPRAP MUST BE CONSTRUCTED BY THAT DATE.

6. DURING WINTER CONSTRUCTION PERIOD ALL SNOW SHALL BE REMOVED FROM AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.

7. AREAS WITHIN 75 FEET OF STREAMS, WETLANDS, AND OTHER PROTECTED NATURAL RESOURCES THAT ARE NOT STABILIZED WITH VEGETATION BY DEC. 1 SHALL BE MULCHED AND ANCHORED WITH NETTING. IF WORK CONTINUES IN THIS AREA DURING THE WINTER, A DOUBLE LINE OF SEDIMENT BARRIERS MUST BE USED.

HOUSEKEEPING

1. SPILL PREVENTION: CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM BEING DISCHARGED FROM MATERIALS 1. ON SITE, INCLUDING STORAGE PRACTICES TO MINIMIZE EXPOSURE TO STORMWATER, AND APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING AND IMPLEMENTATION.

2. GROUNDWATER PROTECTION: DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY, AND OTHER RELEVANT FACTORS ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL. DYES, BERMES, SUMPES, AND OTHER FORMS OF SECONDARY CONTAMINANTS THAT PREVENT DISCHARGE TO GROUNDWATER MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS.

3. FUGITIVE SEDIMENT AND DUST: ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL. ANY OFFSITE TRACKING OF MUD OR SEDIMENT SHALL BE VACUUMED IMMEDIATELY AND PRIOR TO THE NEXT SIGNIFICANT STORM EVENT.

4. DEBRIS AND OTHER MATERIALS: LITTER, CONSTRUCTION DEBRIS, AND CHEMICALS EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.

5. TRENCH OR FOUNDATION DE-WATERING: TRENCH DE-WATERING IS THE REMOVAL OF WATER FROM TRENCHES, FOUNDATIONS, COFFER DAMS, POND, AND OTHER AREAS WITHIN THE CONSTRUCTION AREA THAT RETAIN WATER AFTER EXCAVATION. IN MOST CASES THE COLLECTED WATER IS HEAVILY SILTED AND HINDERS CORRECT SAFE CONSTRUCTION PRACTICES. THE COLLECTED WATER MUST BE REMOVED FROM THE PONDED AREA, EITHER THROUGH GRAVITY OR PUMPING, AND MUST BE SPREAD THROUGH NATURAL, WOODED BUFFERS OR REMOVED TO AREAS THAT ARE SPECIFICALLY DESIGNED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE, LIKE A COFFERDAM SEDIMENTATION BASIN AVOID TO FLOW OVER THE WATER TO FLOW OVER DISTURBED AREAS OF THE SITE. EQUIVALENT MEASURES MAY BE TAKEN IF APPROVED BY THE DEPARTMENT.

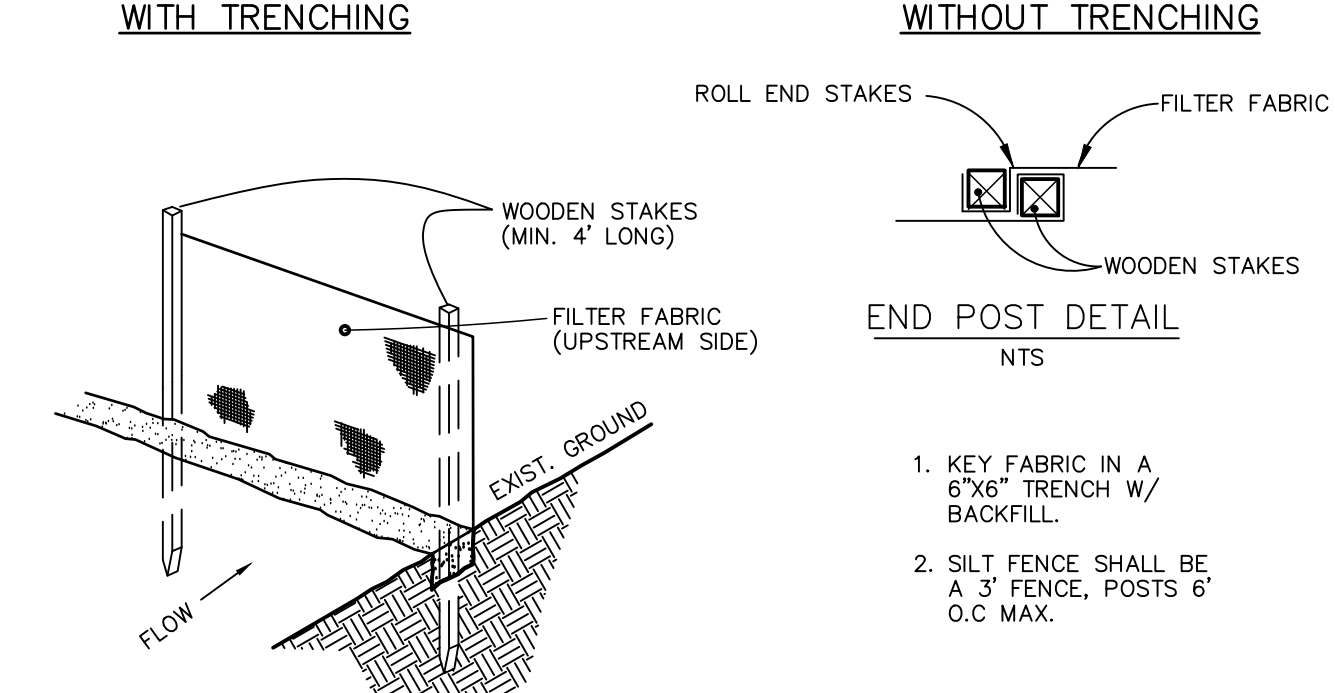
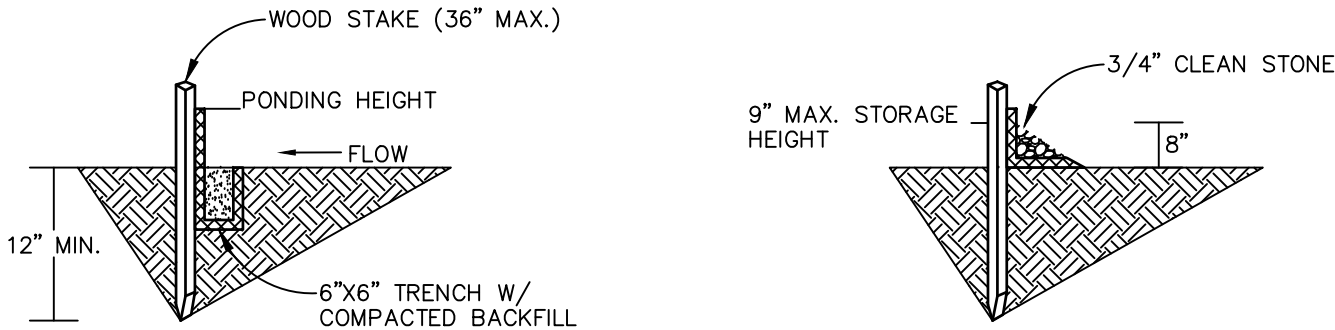
6. NON-STORMWATER DISCHARGES: IDENTIFY AND PREVENT CONTAMINATION BY NON-STORMWATER DISCHARGES, WHERE ALLOWED NON-STORMWATER DISCHARGES EXIST. THEY MUST BE IDENTIFIED AND STEPS SHOULD BE TAKEN TO ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORMWATER COMPONENT(S) OF THE DISCHARGE. AUTHORIZED NON-STORMWATER DISCHARGES ARE:

- DISCHARGES FROM FIREFIGHTING ACTIVITY;
- FIRE HYDRANT FLUSHINGS;
- VEHICLE WASHWATER IF DETERGENTS ARE NOT USED AND WASHING IS LIMITED TO THE EXTERIOR OF VEHICLES (ENGINE, UNDERCARRIAGE AND TRANSMISSION WASHING IS PROHIBITED);
- DUST CONTROL RUNOFF IN ACCORDANCE WITH PERMIT CONDITIONS AND APPENDIX C(3) OF MAINE DEP 06-096 CHAPTER 500;
- ROUTINE EXTERNAL BUILDING WASHDOWN, NOT INCLUDING SURFACE PAINT REMOVAL, THAT DOES NOT INVOLVE DETERGENTS;
- PAVEMENT WASHWATER (WHERE SPILLS/LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED, UNLESS ALL SPILLED MATERIAL HAD BEEN REMOVED) IF DETERGENTS ARE NOT USED;
- UNCONTAMINATED AIR CONDITIONING OR COMPRESSOR CONDENSATE;
- UNCONTAMINATED GROUNDWATER OR SPRING WATER;
- FOUNDATION OR FOOTER DRAIN-WATER WHERE FLOWS ARE NOT CONTAMINATED;
- UNCONTAMINATED EXCAVATION DEWATERING (SEE REQUIREMENTS IN APPENDIX C(5) MAINE DEP 06-096 CHAPTER 500);
- POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS; AND
- LANDSCAPE IRRIGATION.

7. UNAUTHORIZED NON-STORMWATER DISCHARGES: THE DEPARTMENT'S APPROVAL UNDER THIS CHAPTER DOES NOT AUTHORIZE A DISCHARGE THAT IS MIXED WITH A SOURCE OF NON-STORMWATER OTHER THAN THOSE DISCHARGES IN COMPLIANCE WITH APPENDIX C(6) MAINE DEP 06-096 CHAPTER 500. SPECIFICALLY, THE DEPARTMENTS APPROVAL DOES NOT AUTHORIZE DISCHARGES OF THE FOLLOWING:

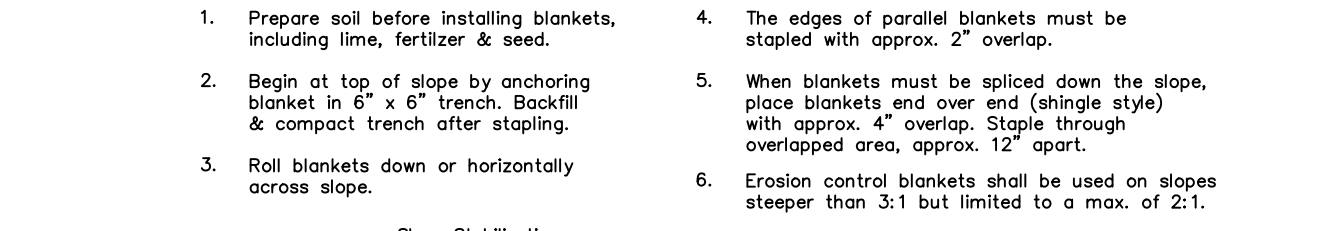
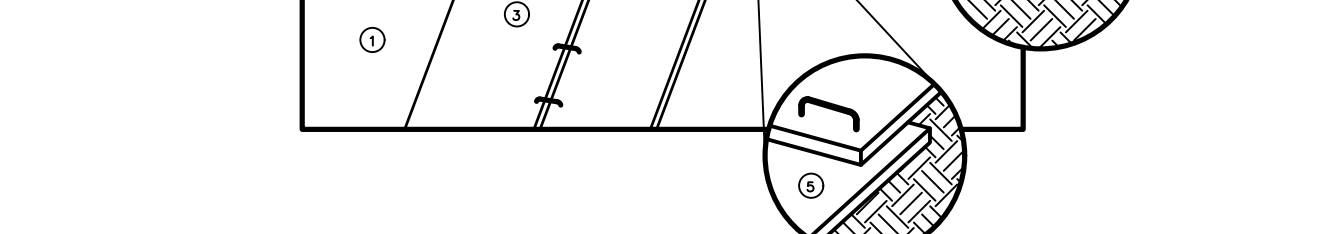
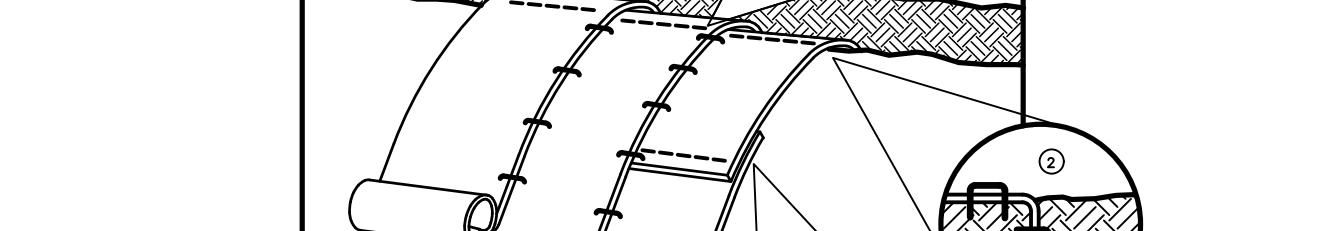
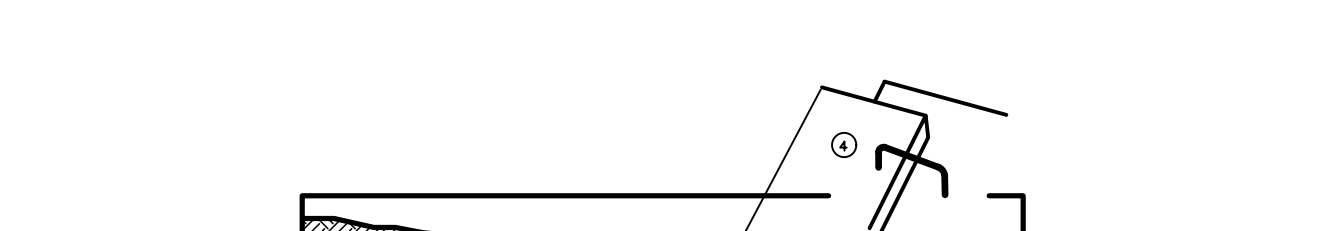
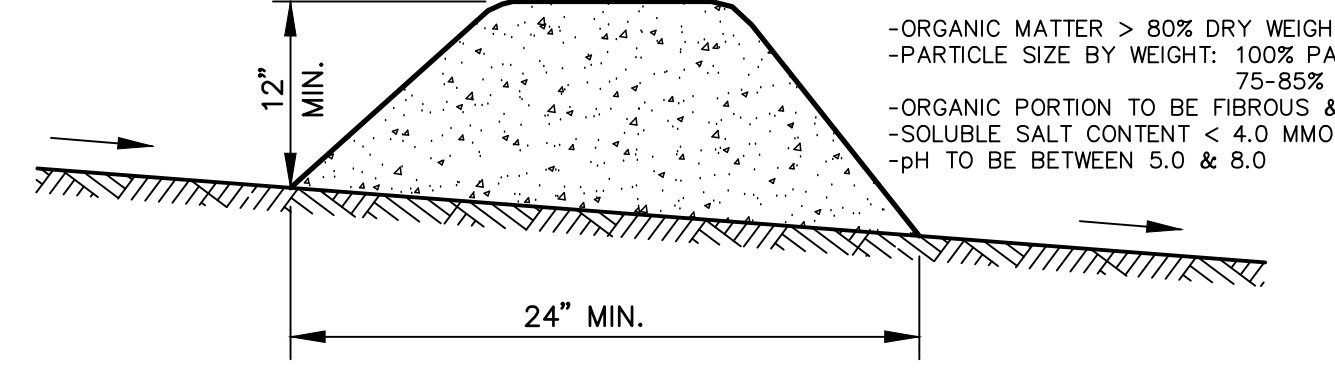
- WASTEWATER FROM THE WASHOUT OR CLEANOUT OF CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS OR OTHER CONSTRUCTION MATERIALS;
- FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE;
- SOAPS, SOLVENTS, OR DETERGENTS USED IN VEHICLE AND EQUIPMENT WASHING; AND
- TOXIC OR HAZARDOUS SUBSTANCES FROM A SPILL OR OTHER RELEASE.

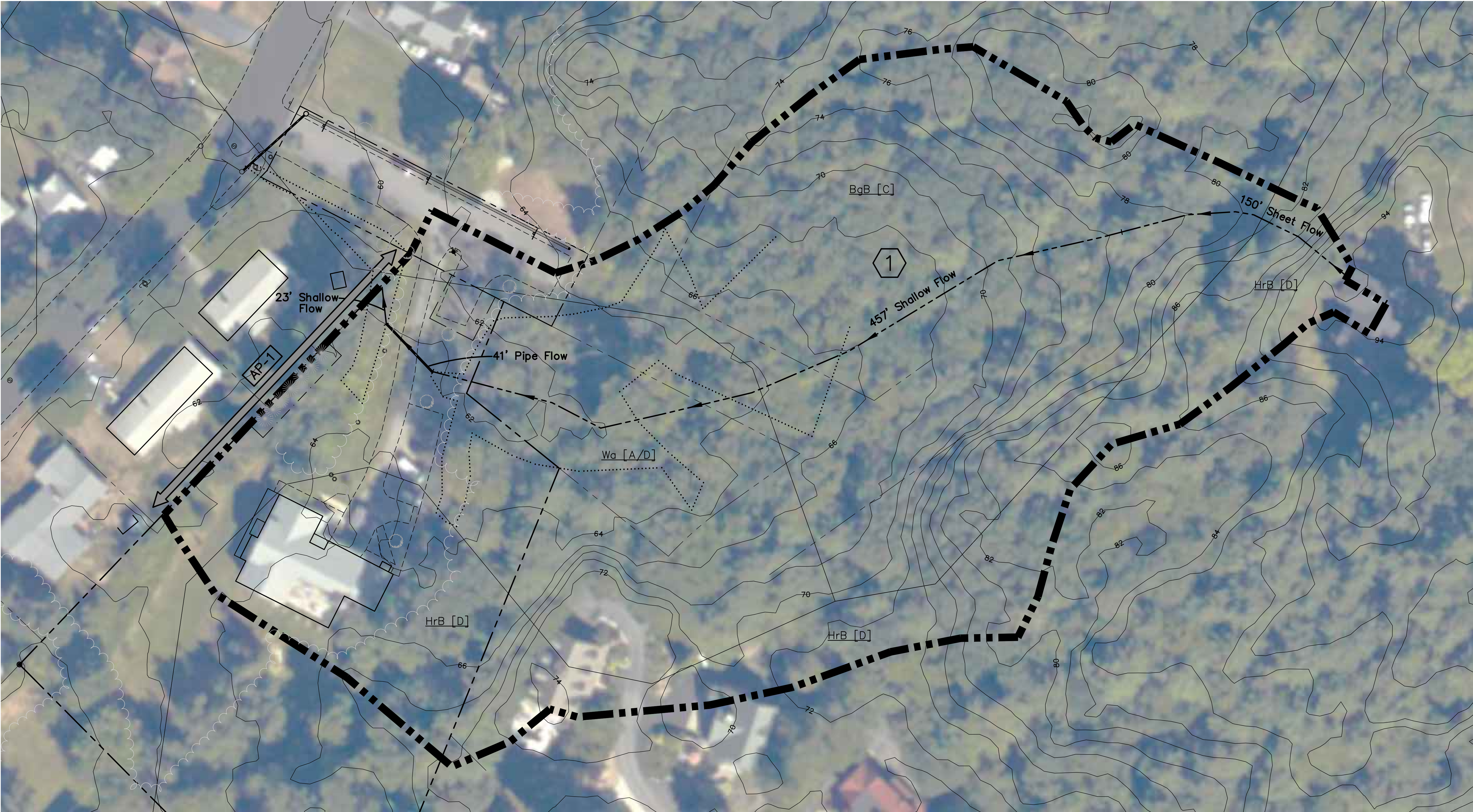
8. ADDITIONAL REQUIREMENTS: ADDITIONAL REQUIREMENTS MAY BE APPLIED ON A SITE-SPECIFIC BASIS.



NOTE: SILT FENCE OR EROSION CONTROL BERM CAN BE USED FOR SILT BARRIERS INTERCHANGEABLY OR AS CONDITIONS WARRANT, WITH THE EXCEPTION OF AREAS DIRECTLY UPGRADIENT OF WETLANDS WHERE THEY SHALL BE USED IN CONJUNCTION TO PROVIDE A DOUBLE-ROW OF SILT BARRIER.

PLACE BARRIER ALONG RELATIVELY LEVEL CONTOUR.
ECM BERM PROHIBITED AT THE BASE OF SLOPES > 8% OR WHERE THERE IS FLOWING WATER.
SEE MAINE EROSION AND SEDIMENT CONTROL FIELD GUIDE FOR CONTRACTORS FOR INSTALLATION INSTRUCTIONS.

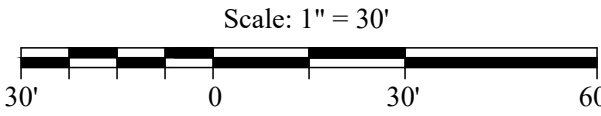




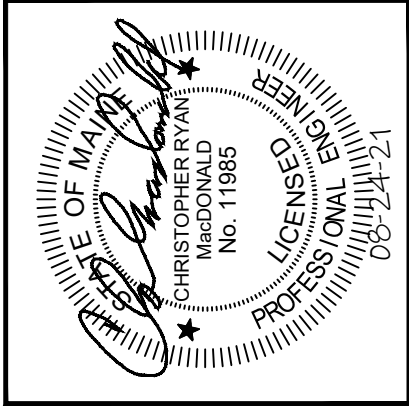
SYMBOL		LEGEND	
		SYMBOL	DESCRIPTION
			DRAINAGE SUB AREA
			DRAINAGE AREA BOUNDARY
			TIME OF CONCENTRATION ROUTE
PRE DEVELOPMENT FLOWS			
ANALYSIS POINT	2 YR. STORM	10 YR. STORM	25 YR. STORM
AP-1	1.57 CFS	4.37 CFS	7.02 CFS

<u>SOILS LEGEND</u>		
<u>SYMBOL</u>	<u>DESCRIPTION</u>	
	SOIL BOUNDARY LINES	
	LIMIT OF WETLANDS	
<u>HYDROLOGIC SOIL GROUP*</u>		
<u>SYMBOL</u>	<u>SOIL</u>	<u>GROUP</u>
BgB	NICHOLVILLE (0-8%)	C
HrB	LYMAN-TUNBRIDGE (0-8%)	D
Wa	WALPOLE	A/D

* SOILS INFORMATION PROVIDED BY NRCS FROM USDA WEB SOIL SURVEY FOR CUMBERLAND COUNTY AND PART OF OXFORD COUNTY, MAINE, SURVEY AREA DATA VERSION 17, DATED JUNE 5, 2020.



REVISION		DESCRIPTION
NO.	DATE	
1	08/24/21	Submitted to Planning Department for Initial Review



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Portland, Maine

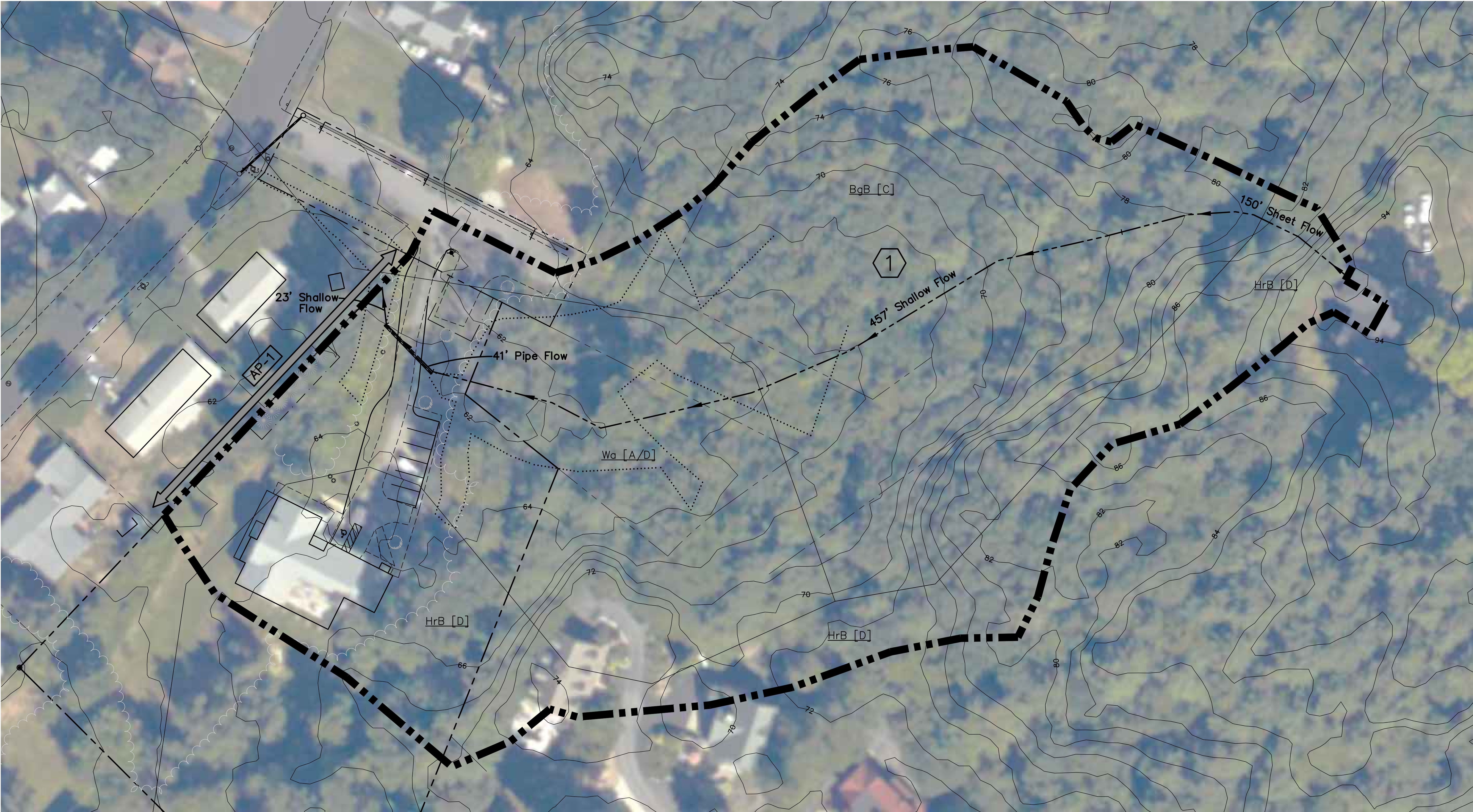
PRE DEVELOPMENT
DRAINAGE PLAN
CHANGE OF USE & MINOR SITE
PLAN APPLICATION
LAND OF
CHABAD LUBAVITCH OF MAINE INC.
11 POMEROY STREET
PORTLAND, MAINE

DESIGNED C. MacDonald	DATE August 2021
DRAWN Staff	SCALE 1" = 30'
CHECKED C. MacDonald	JOB. NO. 21100

SHEET

A

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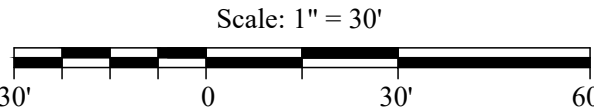
SYMBOL	DESCRIPTION
	DRAINAGE SUB AREA
	DRAINAGE AREA BOUNDARY
	TIME OF CONCENTRATION ROUTE

ANALYSIS POINT	POST DEVELOPMENT FLOWS		
	2 YR. STORM	10 YR. STORM	25 YR. STORM
AP-1	1.57 CFS	4.37 CFS	7.02 CFS

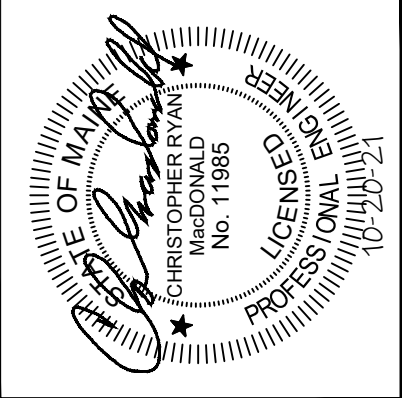
SYMBOL	DESCRIPTION
	SOIL BOUNDARY LINES
	LIMIT OF WETLANDS

HYDROLOGIC SOIL GROUP*		
SYMBOL	SOIL	GROUP
BgB	NICHOLVILLE (0-8%)	C
HrB	LYMAN-TUNBRIDGE (0-8%)	D
Wa	WALPOLE	A/D

* SOILS INFORMATION PROVIDED BY NRCS FROM USDA WEB SOIL SURVEY FOR CUMBERLAND COUNTY AND PART OF OXFORD COUNTY, MAINE, SURVEY AREA DATA VERSION 17, DATED JUNE 5, 2020.



NO.	DATE	REVISION DESCRIPTION
1	08/24/21	Submitted to Planning Department for Initial Review
2	10/20/21	Revisions Based on Planning Department Comments



Barry Huff, MacDonald, Milligan Inc.
Engineers, Surveyors
380B Main Street
Gorham, Maine 04038
Tel. (207) 839-2771
www.bh2m.com

FOR
Chabad Lubavitch of Maine Inc.
11 Pomeroy Street
Portland, Maine

POST DEVELOPMENT
DRAINAGE PLAN
CHANGE OF USE & MINOR SITE
PLAN APPLICATION
LAND OF
CHABAD LUBAVITCH OF MAINE INC.
11 POMEROY STREET
PORTLAND, MAINE

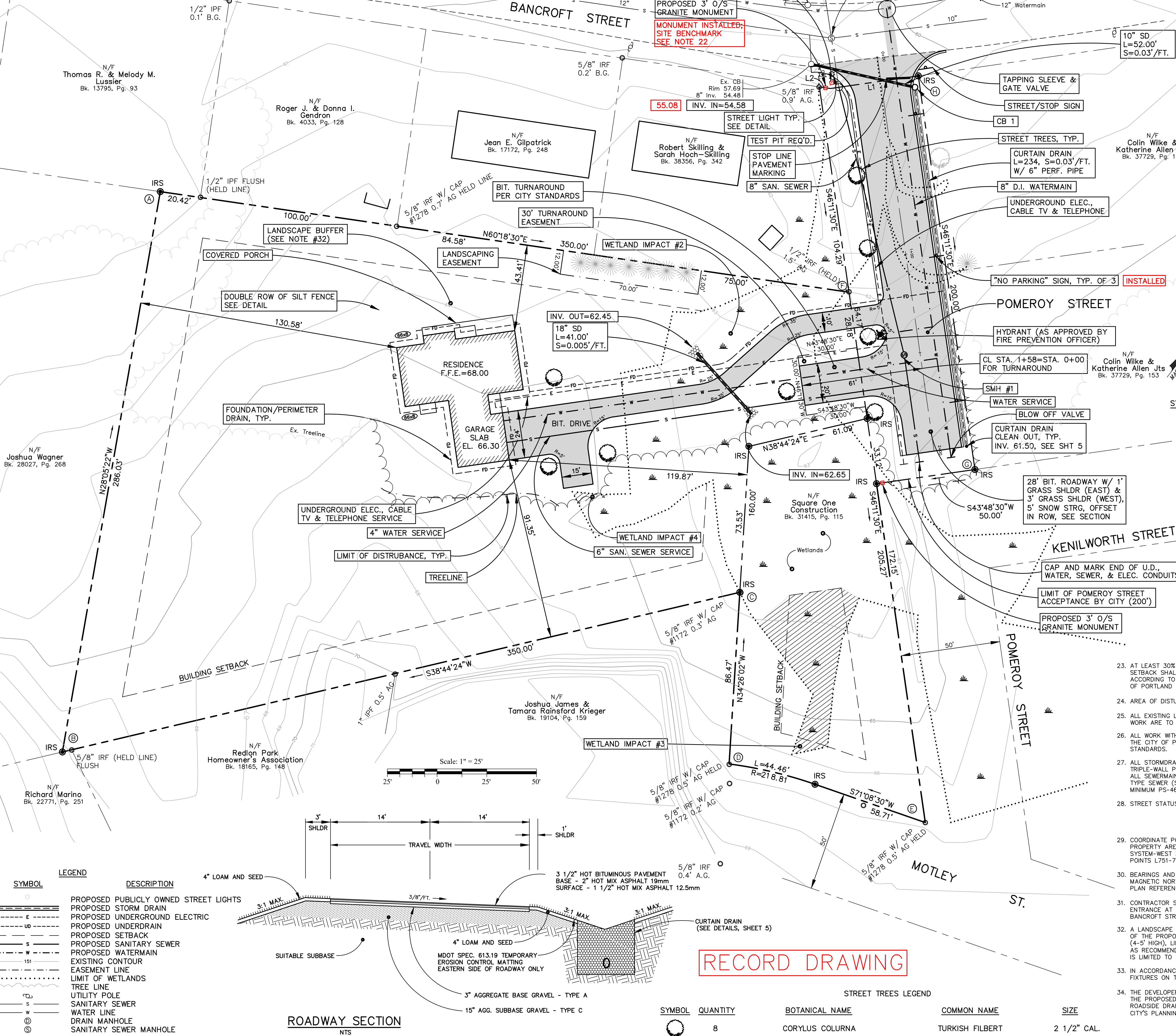
DESIGNED C. MacDonald	DATE August 2021
DRAWN Staff	SCALE 1" = 30'
CHECKED C. MacDonald	JOB. NO. 21100

SHEET
B

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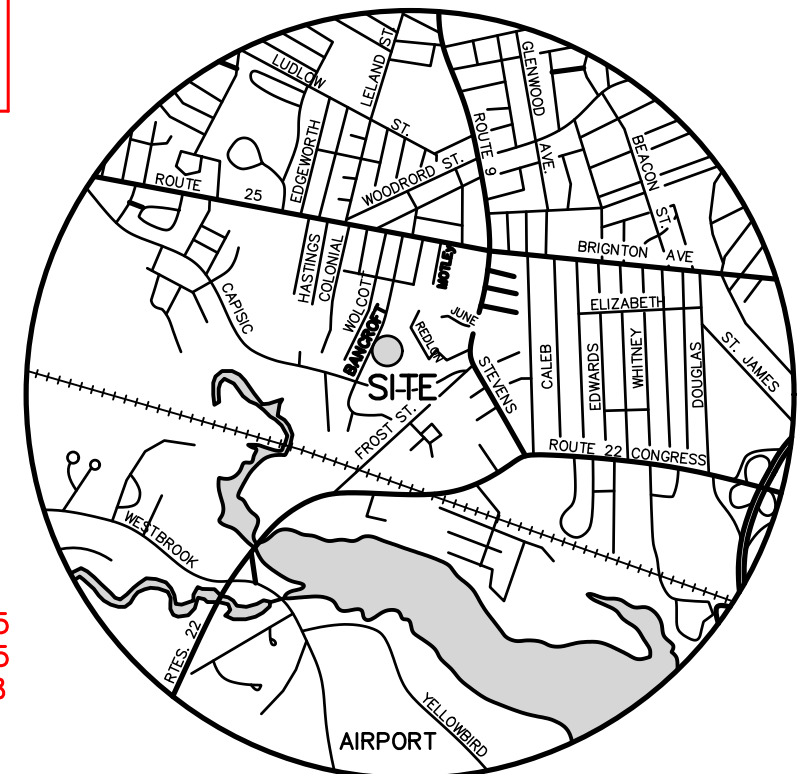
REGISTERED EASEMENTS ASSOCIATED WITH THE PROJECT:

- EASEMENT FROM CHABAD LUBAVITCH OF MAINE, INC. TO PORTLAND WATER DISTRICT RECORDED JULY 27, 2015, BOOK 32457 PAGE 118
- LANDSCAPING EASEMENT FROM CHABAD LUBAVITCH OF MAINE, INC. TO KRISTON BRIGGS RECORDED MARCH 4, 2014, BOOK 31422 PAGE 248



LINE DATA		
LINE	BEARING	DISTANCE
L1	N43°48'30"E	44.67'
L2	N60°18'30"E	5.56'

STORMDRAIN STRUCTURES		
CB#1	RIM 59.80	59.85
	6" INV. IN 56.14	56.05
	10" INV. OUT 56.14	56.18

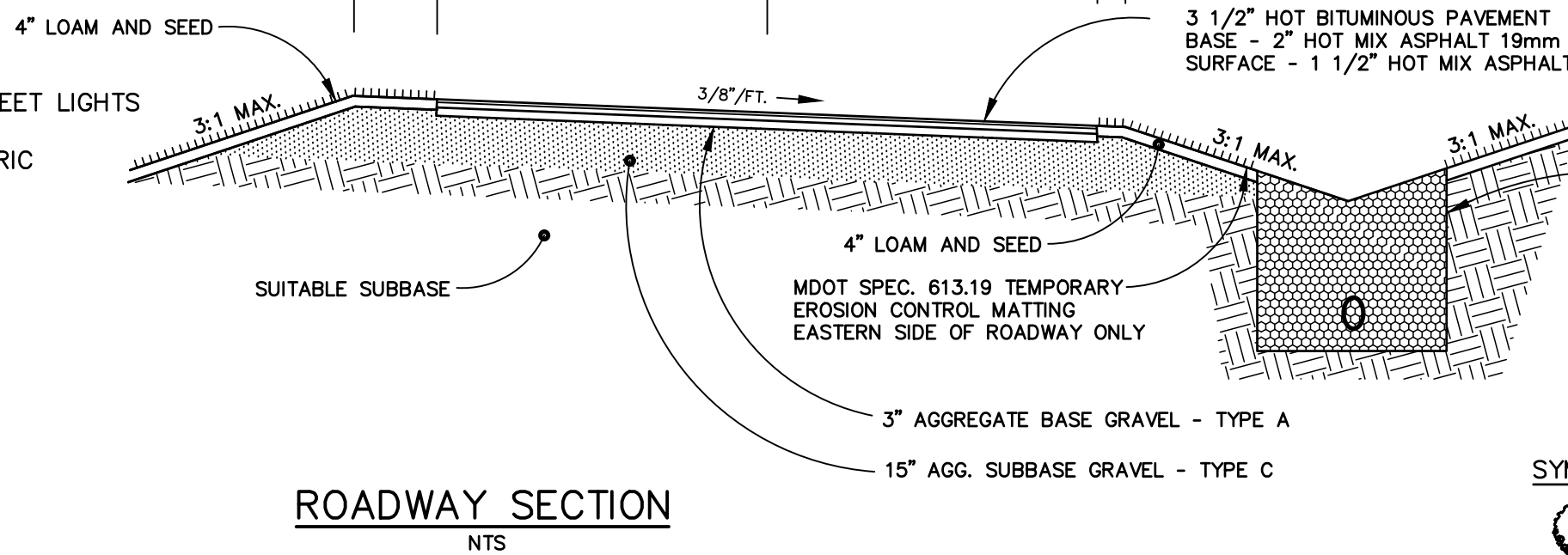


- NOTES:
- OWNER/APPLICANT: CHABAD LUBAVITCH OF MAINE INC. POMEROY STREET PORTLAND, MAINE
 - ENGINEER: LESTER S. BERRY, PE#3341 BH2M
 - SURVEYOR: ROBERT LIBBY JR., PLS#2190 BH2M
 - WETLAND DELINEATION: MARK HAMPTON, C.S.S. #216 MARK HAMPTON & ASSOCIATES PORTLAND, MAINE A TIER ONE WETLAND PERMIT WAS GRANTED BY THE MAINE DEP (L22414-TB-A-N) FOR 13,028 S.F. ON AUG. 16, 2005 FOR THIS PROJECT. CURRENT PROJECT RESULTS IN FOLLOWING WETLAND IMPACTS:

WETLAND IMPACT #1	2,466 S.F.
WETLAND IMPACT #2	5,486 S.F.
WETLAND IMPACT #3	1,978 S.F.
WETLAND IMPACT #4	50 S.F.
TOTAL IMPACTS	9,980 S.F.
 - TAX MAP REFERENCE: MAP 193, BLOCK E, LOT 1
 - DEED REFERENCES: BK. 21417, PG. 198
 - ZONING: R-3
 - PROPOSED USE: SINGLE FAMILY RESIDENCE
 - MINIMUM STANDARDS: MINIMUM LOT AREA = 6500 S.F. MINIMUM FRONTAGE = 50' MINIMUM SETBACKS: FRONT & REAR= 25' SIDE (SIDE ST.)=20'
 - PROJECT AREAS: ORIGINAL LOT=87,924 S.F. (2.02 AC.) OUTSIDE LOT=14,103 S.F. (0.32 AC.) CHABAD LOT=73,821 S.F. (1.70 AC.)
 - PLAN REFERENCE: A. INFORMATION PROVIDED BY APPLICANT AND FROM PLAN OF PROPERTY MADE FOR STUART B. HERRICK JR. BANCROFT STREET, PORTLAND, MAINE JULY 31, 1986, R.P. TITCOMB ASSOC. INC. B. SITE PLANS FOR CHABAD LUBAVITCH OF MAINE INC., POMEROY STREET, PORTLAND, BY BH2M DATED MARCH 2004 WITH REVISIONS THROUGH JULY 2, 2007.
 - SOLID WASTE: CURBSIDE BY CITY OF PORTLAND
 - PARKING: PRIVATE RESIDENCE = 2 SPACES
 - IF LEDGE IS ENCOUNTERED DURING CONSTRUCTION A PRE-BLAST INVENTORY SHALL BE CONDUCTED AND SUBMITTED TO THE ENGINEERING DEPARTMENT.
 - ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENTATION CONTROL BMP'S, LATEST REVISION.
 - WAIVERS: A. A WAIVER IS REQUESTED TO ELIMINATE ALL OF THE SIDEWALK ALONG POMEROY STREET. B. A WAIVER IS REQUESTED TO ELIMINATE CURBING ALONG THE ENTIRE LENGTH OF POMEROY STREET.
 - ALL PERMITS FOR BLASTING MUST BE COORDINATED WITH BOTH THE FIRE AND ENGINEERING DEPARTMENTS.
 - PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SITE/BUILDING CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE TO THE ATTENDING CITY REPRESENTATIVES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR THE PRE-CONSTRUCTION MEETING.
 - IF WORK WILL OCCUR WITHIN THE PUBLIC RIGHT-OF-WAY SUCH AS UTILITIES, CURB, SIDEWALK AND DRIVEWAY CONSTRUCTION, A STREET OPENING PERMIT(S) IS REQUIRED FOR SITE WORK. PLEASE CONTACT CAROL MERRITT AT 874-8300, EXT. 8828. (ONLY EXCAVATORS LICENSED BY CITY OF PORTLAND ARE ELIGIBLE.)
 - ALL REQUIRED DIG SAFE REQUIREMENTS MUST BE FOLLOWED PRIOR TO THE CONSTRUCTION BEGINNING.
 - THE PROPOSED CITY OWNED STREET LIGHT (WITHIN THE POMEROY STREET ROW) WILL BE PROVIDED BY THE APPLICANT AND WILL MEET ALL APPLICABLE CITY OF PORTLAND STANDARDS. CONTRACTOR SHALL CONSULT WITH KEVIN THOMAS, CITY REPRESENTATIVE PRIOR TO INSTALLATION OF STREET LIGHT.
 - BENCHMARK: GRANITE MONUMENT FOUND W/ WASHIR IN VAULT ELEVATION=58.39' CITY OF PORTLAND DATUM I CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS TECHNICAL STANDARDS OF PRACTICE FOR A STANDARD BOUNDARY SURVEY WITH THE FOLLOWING EXCEPTIONS:
 - NO SURVEYORS REPORT

MAINE STATE COORDINATES		
NAD 83 WEST ZONE		
SYMBOL	NORTHING	EASTING
Ⓐ	302840.4940	2916858.2911
Ⓑ	302637.9662	2917060.2727
Ⓒ	302962.6936	2917190.8566
Ⓓ	302908.5890	2917258.3109
Ⓔ	302972.2611	2917339.2307
Ⓕ	303094.4798	2917099.1047
Ⓖ	303094.9090	2917208.4900
Ⓗ	303185.6296	2917030.2492

SYMBOL	DESCRIPTION
Ⓢ	PROPOSED PUBLICLY OWNED STREET LIGHTS
Ⓢ	PROPOSED STORM DRAIN
Ⓢ	PROPOSED UNDERGROUND ELECTRIC
Ⓢ	PROPOSED UNDERDRAIN
Ⓢ	PROPOSED SETBACK
Ⓢ	PROPOSED SANITARY SEWER
Ⓢ	PROPOSED WATERMAIN
Ⓢ	EXISTING CONTOUR
Ⓢ	EASEMENT LINE
Ⓢ	LIMIT OF WETLANDS
Ⓢ	TREE LINE
Ⓢ	UTILITY POLE
Ⓢ	SANITARY SEWER
Ⓢ	WATER LINE
Ⓢ	DRAIN MANHOLE
Ⓢ	SANITARY SEWER MANHOLE



RECORD DRAWING

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE
Ⓢ	8	CORYLUS COLUNA	TURKISH FILBERT	2 1/2" CAL.

REVISION		DESCRIPTION
NO.	DATE	
1	10/05/15	Record Drawing
2	11/10/15	Revised Per City Comments
3	7/10/24	Revised to Include Future No Parking Signs
4	10/17/24	Revised to Include No Parking Signs and Benchmark Update

10/05/15	Record Drawing
11/10/15	Revised Per City Comments
7/10/24	Revised to Include Future No Parking Signs
10/17/24	Revised to Include No Parking Signs and Benchmark Update

BH2M

Berry, Huff, McDonald, Miligan Inc.
Engineers, Surveyors

28 State Street
Portland, Maine 04108

Tel: (207) 839-3771
Fax: (207) 839-8250

FOR
Chabad Lubavitch
Bancroft Street
Portland, Maine

SITE PLAN

LEVEL I-MINOR RESIDENTIAL DEV.
LEVEL II-ROAD IMPROVEMENTS

LAND OF
CHABAD LUBAVITCH OF MAINE INC.
POMEROY STREET
PORTLAND, MAINE

DESIGNED W. Pelkey	DATE Jan. 2012
DRAWN Dept.	SCALE As Noted
CHECKED W. Thompson	JOB. NO. 11093

SHEET
1

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ROBERT C. LIBBY JR.
PLS #2190



**Proposed Acceptance of
Pomeroy Street
October 6, 2024**

1" = 100'

CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 Canco Rd Suite B PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852

Page 340



0 50 100 200
Feet

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 29, 2025

SUBJECT: Order 75-25/26 Accepting An Easement Deed from Chabad Lubavitch of Maine, Inc. for a Turnaround on Pomeroy Street - Sponsored by Danielle P. West, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No

Does this item involve a new contract with the City: Yes

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION

The Department of Public Works is requesting the acceptance of a turnaround easement deed to allow for City personnel and service providers to travel over the described area at the end of Pomeroy Street in order to deliver services including snow plowing, trash removal and emergency response services. This turnaround will allow for safer, more effective operation and delivery of services to residents of Pomeroy Street.

This is a companion order to the order above.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

The financial impact will be the costs of constructing, maintaining and repairing the turnaround. There is no cost for the easement deed.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Public Works Department recommends acceptance of this easement deed.

VIII. LIST ATTACHMENTS

1. Order - Accepting Turnaround Easement - Pomeroy Street
2. Signed Turnaround Easement

Prepared by:

Date: 09/29/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ACCEPTING AN EASEMENT DEED FROM CHABAD LUBAVITCH OF
MAINE, INC. FOR A TURNAROUND ON POMEROY STREET**

ORDERED, that the attached easement from Chabad Lubavitch of Maine, Inc. for a turnaround on Pomeroy Street is hereby approved and accepted in substantially the form attached hereto; and.

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to record said documents in the Cumberland County Registry of Deeds.

TURNAROUND EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Chabad Lubavitch of Maine, Inc.**, a Maine nonprofit corporation with a mailing address of 11 Pomeroy Street, Portland, Maine 04104 ("Grantor"), for valuable consideration paid, hereby gives, grants, bargains and conveys to the **CITY OF PORTLAND**, a body politic and corporate with a place of business at 389 Congress Street, Portland, Maine 04101 ("Grantee") a perpetual non-exclusive easement over, under, across and through a certain parcel of land on the southwesterly sideline of said Pomeroy Street in the City of Portland, Maine which is more particularly described in Exhibit A, and as shown as a 30' turnaround easement area along Pomeroy Street on the plan titled "Site Plan, Level I-Minor Residential Dev., Level II - Road Improvements, Land of Chabad Lubavitch of Maine Inc., Pomeroy Street, Portland, Maine", dated January 2012 as revised through 11/10/15, by BH2M, Inc. attached hereto and incorporated herein by reference ("Easement Area") for the following purposes:

Turnaround Easement

The easement conveyed herein includes the Grantee's right, but not the obligation, to travel over the Easement Area in order to facilitate emergency access (fire, police, etc.), street maintenance and other City purposes and services (snow plowing, trash removal, etc.) to Pomeroy Street. Grantor hereby grants to Grantee the perpetual right in its discretion to maintain, replace, relocate and repair within the Easement Area a paved or unpaved area capable of serving as a turnaround by motorized vehicles of both the Grantee's and members of the public. Together with and hereby granting to Grantee the perpetual right in its discretion to periodically trim trees and remove dead, diseased, fallen or leaning trees, and to selectively clear undergrowth and make plantings to prevent erosion, provide for safe passage of municipal vehicles, provide for safe passage of members of the traveling public utilizing the turnaround, occasional snow storage related to winter maintenance, and provide for public safety in the Easement Area.

Both Grantor and Grantee acknowledge that this easement is being granted without claim for damages and provided to Grantee for use by municipal vehicles without charge.

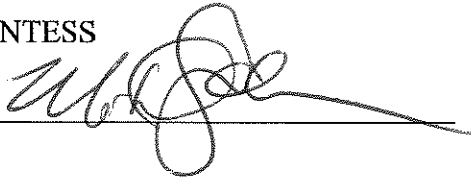
The Grantor hereby reserves to the Grantor use and enjoyment of the easement area not inconsistent with the easement rights granted above, including without limitation access to and from Grantor's property over said easement area, such access right to include the right to pave in the area of the easement for such purposes.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and their successors and assigns forever.

[signature on following page]

IN WITNESS WHEREOF, the Grantor, Chabad Lubavitch of Maine, Inc., has caused this
easement to be executed by Rabbi Moshe Wilanski, its duly authorized President on this 30th day
of June, 2025.

WITNESS



Chabad Lubavitch of Maine, Inc.



By: Rabbi Moshe Wilanski

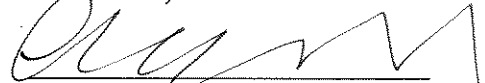
Its: President

State of Maine
County of Cumberland, ss.

June 30, 2025

PERSONALLY APPEARED before me the above-named Rabbi Moshe Wilanski in his capacity
as President for Chabad Lubavitch of Maine, Inc. and acknowledged the foregoing instrument to
be his free act and deed in his said capacity and the free act and deed of Chabad Lubavitch of
Maine, Inc.

Before me,



Amy McNally, Esq.

Attorney-at-Law

Maine Bar No.: 5028

Exhibit A

Beginning at a point on the southwesterly sideline of said Pomeroy Street and on the northwesterly sideline of land of said Chabad Lubavitch of Maine, Inc. as shown on the plan titled "Site Plan, Level I-Minor Residential Dev., Level II – Road Improvements, Land of Chabad Lubavitch of Maine Inc., Pomeroy Street, Portland, Maine"; said point of beginning being S 46°-11' -30" E a distance of 132.47 feet from a 5/8" iron rod found at the intersection of the southeasterly sideline of said Bancroft Street and the southwesterly sideline of said Pomeroy Street and at the northeasterly corner of land now or formerly of Robert Skilling & Sarah Hoch-Skilling;

thence from said point of beginning S 46°-11' -30" E along the southwesterly sideline of said Pomeroy Street a distance of 30.00 feet to a point;

thence S 43°-48' -30" W across the land of Chabad Lubavitch of Maine, Inc. a distance of 30.00 feet to a point;

thence N 46°-11' -30" W across the land of Chabad Lubavitch of Maine, Inc. a distance of 30.00 feet to a point;

thence N 43°-48' -30" E across the land of Chabad Lubavitch of Maine, Inc. a distance of 30.00 feet to the point of beginning.

The above described 30-foot turnaround easement encompasses 900 s.f..

MEMORANDUM
City Council Agenda Item

FROM: Andy Downs

DATE: September 26, 2025

SUBJECT: Order 76-25/26 Approving Amended and Restated Agreement with Portland Music Festival, LLC RE: Back Cove Music and Arts Festival at Payson Park - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/6/2025

Final

Action 10/6/2025

Can action be taken at a later date: No Festival organizers have advised that, due to the high demand for and limited availability of artists, a delay will risk their ability to hold the event in 2026.

Does this item involve a new contract with the City: Yes, Corporation Counsel has reviewed the agreement.

PRESENTATION:

I. SUMMARY

This agreement, if approved, would authorize Portland Music Festival LLC to produce the Back Cove Music and Arts Festival in Payson Park annually, for a three-year term (2026 – 2028).

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on October 15, 2025 and voted 3-1 to recommend approval of this item to the City Council.

If approved, this agreement would authorize Portland Music Festival LLC to produce the Back Cove Music and Arts Festival in Payson Park annually, for a three-year term (2026 - 2028). The entire proposed agreement can be found in the backup materials. If this agreement were to be approved, festival organizers would be required to seek a festival license, also subject to the approval of the City Council, which would include additional operational plans and details.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The inaugural Back Cove Music and Arts Festival was approved by City Council on December 16, 2024 and took place August 2 & 3, 2025. An extended multi-year agreement is being proposed and brought to City Council for review and approval.

The primary terms of the agreement, including those related to event capacity, and the festival footprint remain unchanged. Festival organizers will continue to donate \$100,000 to the Portland Parks Conservancy each year.

Proposed changes to the agreement include:

- An escalating ticket fee schedule (\$1.50 per ticket in 2026, \$2.00 per ticket in 2027, and \$2.00 per ticket in 2028);
- Organizers will host two community meetings each year;
- Organizers will provide the City's Office of Corporation Counsel all financial records necessary to verify the accuracy of payments made to the City;
- The noise deposit provided by organizers will increase from \$1,000 to \$5,000;
- Organizers may not assign, pledge, sublet or transfer any interest or right granted by this agreement unless written permission is granted by City Council.
- A presentation was made to the Parks Commission on September 4, 2025, and their recommendation is included with the support materials.

Over the course of the 2025 festival, there were no reported arrests of individuals at the event, or significant attendee issues. Organizers facilitated remote parking arrangements to reduce the impact of vehicle traffic and the demand for parking in the vicinity; these services included shuttle service and on-site bicycle valet. Damage to Payson Park resulting from the festival was minimal, and all costs of repair were covered by a deposit provided by the organizers.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Council approval is required to move forward with a multi-year agreement for an event of this size and scope.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

Based on staff's observations, festival organizers produced a well-managed, safe, and enjoyable event, and demonstrated a commitment to clear communication and productive collaboration with City staff.

Additionally, there are other benefits to the City and its residents that either have not or cannot be easily quantified. These include increased economic activity at local businesses and fostering community pride.

VII. RECOMMENDATION

City staff recommend that this agreement be approved as written.

VIII. LIST ATTACHMENTS

1. Order - Approving the Back Cove Festival Agreement at Payson Park
2. Portland Music Festival LLC. Agreement 2025.Extended.Term CLEAN 10.10.25
3. Copy of 25-0904_Portland Parks Commission Statement - Google Docs

Prepared by:

Andy Downs

Date: 09/26/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING AMENDED AND RESTATED AGREEMENT WITH
PORTLAND MUSIC FESTIVAL, LLC
RE: BACK COVE MUSIC AND ARTS FESTIVAL AT PAYSON PARK**

ORDERED, that the amended and restated agreement with Portland Music Festival, LLC for the Back Cove Music and Arts Festival at Payson Park is hereby approved, substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document.

**AMENDED AND RESTATED AGREEMENT BETWEEN
CITY OF PORTLAND AND PORTLAND MUSIC FESTIVAL, LLC**

THIS AGREEMENT made this day of _____, **2025** (the “Effective Date”), by and between the **CITY OF PORTLAND**, a body politic and corporate situated in the County of Cumberland, State of Maine (hereinafter “**CITY**”) and **PORTLAND MUSIC FESTIVAL, LLC** a Delaware corporation, having a place of business at 32 Front Street, Hartford CT 06103 (hereinafter “**PORTLAND MUSIC FESTIVAL, LLC**”), for the use of Edward Payson Park (“Payson Park”) for the purpose of conducting a festival.

WHEREAS, on December 16, 2024, the Portland City Council approved an Order declaring August 2 and August 3, 2025 the Portland Music and Arts Festival at Payson Park which is attached hereto as **Exhibit A** (hereinafter “Council Order”) the terms of which are incorporated herein by reference;

WHEREAS, PORTLAND MUSIC FESTIVAL, LLC is a joint venture between GoodWorks Entertainment and Shore Sound Entertainment and hereby agrees to assume all of the obligations set forth in the Council Order;

WHEREAS, on or about July 28, 2025, the parties entered into a written agreement (the “Original Agreement”) granting **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson Park for the purpose of preparing the Premises (as defined below) for the Event (as defined below) only during the period from 6:00 a.m. July 27, 2025 to 11:59 p.m. on August 6, 2025.

WHEREAS, the parties now wish to amend and restate the Original Agreement to grant **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson

Park for the purpose of preparing the Premises for and operating the Event for another three (3) year term beginning in the year 2026 and ending in the year 2028, with the parties having the option to mutually extend the term for another three (3) years thereafter, beginning in the year 2029 and ending in the year 2031, subject to the terms and conditions herein.

WHEREAS, the parties wish to memorialize the responsibilities of both parties and the terms and conditions by which **PORTLAND MUSIC FESTIVAL, LLC** is authorized to use Payson Park.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

1-A. Definitions. As used in this Agreement, the following terms shall be as defined in this section:

- a. *Beverage Service* shall mean the service of alcoholic beverages.
- b. *City Manager* shall mean the City Manager of the City of Portland and their designee.
- c. *Director* shall mean the Director of the *Public Assembly Facilities Division of the Parks, Recreation and Facilities Department*.
- d. *Event* is intended to refer to an annual “Back Cove Music and Arts Festival” which includes the activities described on the attached **Exhibit B**, which is made a part of this Agreement and is incorporated herein. *Event* shall also mean any additional *Events* approved in writing by the *City Manager*, which approval shall be in the sole discretion of the *City Manager*.
- e. *Premises* includes all of the temporarily fenced-in area of Payson Park where all festival activity, including *Beverage Service*, will occur as depicted on the attached **Exhibit C**.

II. TERM

1. Term. Unless terminated sooner pursuant to the terms herein, this Agreement shall commence upon the Effective Date reflected in the opening paragraph and extend through and

including the third (3rd) anniversary date of the Effective Date (the “Initial Term”). The parties further agree that, upon their mutual written consent, the term of this Agreement may be extended for one (1) additional term of three (3) years, beginning on the third (3rd) anniversary date of the Effective Date and ending on the sixth (6th) anniversary date of the Effective Date (the “Renewal Term”). The access to Payson Park during the Renewal Term shall be upon the same terms and conditions provided for herein for the Initial Term, except that there shall be no additional option to extend the term for another three (3) years, unless the parties otherwise agree to different terms and conditions in writing.

III. USE OF PAYSON PARK

2. **Use of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC and its officers, agents, and employees, will have access to Payson Park during the Initial Term and any Renewal Term for the purpose of preparing the premises for and operating the 2-day Event, along with associated set-up and tear-down dates, as detailed in Exhibit B. The specific dates for the Event during each year of the Initial Term and any Renewal Term shall be mutually agreed upon by the City and Portland Music Festival, LLC no later than ninety (90) days prior to the commencement of the Event in each applicable year.

3. **City Access to Payson Park.** The CITY reserves the right to enter all areas of *Payson Park and Premises* at any time for any reason.

4. **Condition of Payson Park and Premises.** Except as specifically provided below, PORTLAND MUSIC FESTIVAL, LLC agrees to accept Payson Park and the *Premises* in its existing condition at the time of commencement of the term of this Agreement. The CITY shall have no responsibility whatsoever for site preparation, modification, set-up, removal or security of event equipment, except as otherwise provided in this Agreement.

5. **Alteration of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC may not alter Payson Park in any way without the prior approval of the *Director*. PORTLAND MUSIC FESTIVAL, LLC may, however, erect temporary tents, stages, tables, booths, stands, and similar structures on the Premises under the following conditions:

- a. A permit for the structure must first be obtained from the City of Portland Permitting and Inspections Department;
- b. Structures must be anchored by the use of weights/stakes; and
- c. Structures may be placed on the Premises no earlier five (5) days before the Event and must be removed no later than three (3) days after the Event (the “Removal Date”).

6. **Parking.** All attendee and vendor parking shall occur outside of Payson Park unless otherwise approved by CITY staff and shall not unreasonably interfere at any time with access to Payson Park.

7. **Portable Toilets.** PORTLAND MUSIC FESTIVAL, LLC shall be responsible for providing and maintaining a mutually agreed upon number of regular and handicap accessible

portable toilets no less than the number estimated in the Council Order. The location of portable toilets must be approved in advance by **CITY** staff. Any and all costs associated with the delivery, installation, maintenance and removal of the portable toilets shall be the sole responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

8. **Accessibility.** **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for ensuring that accessibility is maintained to and within the *Premises* and Payson Park. Tents, stages, tables, booths, stands, chairs and other structures erected must be placed so that they provide adequate wheelchair and sidewalk access and do not interfere with access to the rest of Payson Park consistent with applicable law. The adequacy of walkways and clearances shall be subject to approval by the City of Portland Fire and Police Departments.

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the Premises or in Payson Park to render any aisle or exit inaccessible. If the **CITY** determines that an aisle or exit is inaccessible, **PORTLAND MUSIC FESTIVAL, LLC** shall immediately remove the cause and return the *Premises* to compliance.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the premises to render, the Premises or any part thereof inaccessible to disabled persons. If the **CITY** determines that the Premises or any part thereof is inaccessible to disabled persons, **PORTLAND MUSIC FESTIVAL, LLC** shall immediately remove the cause and return the Premises to compliance. In the event that the interpretive services are requested, it shall be the responsibility of the **PORTLAND MUSIC FESTIVAL, LLC** to provide and pay for such services. **PORTLAND MUSIC FESTIVAL, LLC** shall indemnify, defend (by counsel reasonably acceptable to the **CITY**), and hold harmless the **CITY** from any and all claims, damages, losses, costs, expenses (including, without limitation, reasonable attorney's fee) or liability of any kind whatsoever arising out of this Agreement and related to any claim that any part of the Premises was inaccessible to disabled persons during the Event.

9. **Restoration of Payson Park.** Upon completion of the *Event*, **PORTLAND MUSIC FESTIVAL, LLC** shall remove any and all structures, equipment and material from Payson Park, and restore Payson Park to the condition it was in at the commencement of this Agreement, unless otherwise agreed to by the **CITY**. Any equipment or material left beyond the expiration of this Agreement will become the property of the **CITY** and may be removed and disposed of at the **CITY's** discretion. In such an event, all costs of removal and/or disposal incurred by the **CITY** shall be the responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

10. **Damage to Payson Park.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to provide the **CITY** with a \$5,000 damage deposit no later than thirty (30) days prior to the Event each year of the Initial Term and any Renewal Term. Deposit shall be used to cover the cost of repairs to Payson Park or any other City property, if necessary. If the cost of repairs exceeds \$5,000, **PORTLAND MUSIC FESTIVAL, LLC** shall be solely financially responsible to cover

the additional costs for restoring, replacing, and/or repairing all aspects of Payson Park that are disturbed or damaged as a result of **PORTLAND MUSIC FESTIVAL, LLC**'s presence or work on Payson Park or the presence or work of its employees, contractors, subcontractors, invitees or volunteers except to the extent that the disturbance or damage was caused by the CITY or any of the CITY's officers, officials, managers, employees or agents. All restoration, repairs, and replacement shall be subject to the following conditions:

- a. The **CITY** shall have sole discretion to determine the nature and extent of any such damage to Payson Park and shall have the sole discretion to determine the scope of the necessary repairs, restoration, or replacement.
- b. Prior to undertaking any repairs, replacement, or restoration under this section, the **CITY** will notify **PORTLAND MUSIC FESTIVAL, LLC**, and provide an estimate of the cost of any such work.
- c. The **CITY** shall perform, or contract for, the repairs, restoration, or replacement, and shall invoice **PORTLAND MUSIC FESTIVAL, LLC** for the full cost, which shall be paid within thirty (30) days of invoicing.
- d. The **CITY**, in its sole discretion and with prior agreement as to the scope, schedule and contractor to do the work, may authorize **PORTLAND MUSIC FESTIVAL, LLC** to complete the necessary work done at **PORTLAND MUSIC FESTIVAL, LLC** sole cost and expense. Such work shall be completed to the CITY's satisfaction.
- e. **PORTLAND MUSIC FESTIVAL, LLC** acknowledges and agrees that its obligation to repair, replace, and restore all aspects of Payson Park under this paragraph shall survive the expiration of this Agreement.

IV. LIMITATION ON EVENT

11. **Dangerous Displays.** **PORTLAND MUSIC FESTIVAL, LLC** shall not authorize, stage or promote any act or performance in which pyrotechnics, explosives or display of open flames are involved or used without separate written **CITY** permission.

12. **Attendance:** No more than 12,500 people shall be allowed entry per day to each year's Event.

13. **Right to Close Events.** The **CITY** reserves the right to close any *Event* to the public, including to ticket holders, at any time to protect public safety, including but not limited to addressing issues of overcrowding in aisles, exits or entrances or turnstile/ticket counts in excess of the total number of tickets authorized prior to the event. Public admission to any *Event* shall be limited so that the number of occupants at the *Premises* shall not exceed the number approved by the Portland Fire Department. **PORTLAND MUSIC FESTIVAL, LLC** shall release, indemnify,

defend (by counsel reasonably acceptable to the **CITY**), and hold harmless the **CITY** from any and all claims, damages, loss, costs, expenses (including, without limitation, reasonable attorney's fees) or liability of any kind whatsoever resulting from such *Event* closures.

14. **Sound and Noise.** **PORTLAND MUSIC FESTIVAL, LLC** will provide a sound mitigation plan detailing their plan to limit the negative impact of sound and noise on the surrounding community, including, but not be limited to, the following:

- a. PA Speakers for an *Event* shall be placed facing north east on the grass triangle and north west on Dyer Flats and be configured by **PORTLAND MUSIC FESTIVAL, LLC**, with the approval of the **CITY**, to focus volume on the immediate environment within the *Premises*.
- b. Any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound shall be maintained at a level not to exceed an A-weighted 85 decibels / C-weighted 95 decibels measured from the perimeter of the *Premises*.
- c. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for monitoring sound levels throughout the festival.
- d. **PORTLAND MUSIC FESTIVAL, LLC** shall reduce the volume of music or other amplified sound if above stated levels.
- e. **PORTLAND MUSIC FESTIVAL, LLC** agrees to an annual noise deposit in the amount of \$5,000 no later than thirty (30) days prior to the date of the Event each year. CITY will retain the deposit if all of the following occur: the **CITY** receives three or more independent noise complaints; the **CITY** notifies **PORTLAND MUSIC FESTIVAL, LLC** of the noise complaints; and **PORTLAND MUSIC FESTIVAL, LLC** fails to address the noise adequately, as evidenced by additional noise complaints. Nothing in this paragraph shall be construed to interfere with the **CITY's** ability to pursue any additional remedies for noise violations under this Agreement or under its ordinances.

15. **Minimum Service Levels.** **PORTLAND MUSIC FESTIVAL, LLC** shall reimburse the costs of all staffing services provided by the **CITY**. The *City Manager* or their designee, shall determine the levels of services required for the *Event*, and **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for paying for those services. The *City Manager* reserves the right to increase amounts of staffing at any time if they deem it necessary to protect public safety.

V. VENDOR MANAGEMENT

16. **Vendor Compliance.** **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for ensuring that all vendors at an event have complied with appropriate license requirements, including food service, sale of alcohol, street goods and concert licenses. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for all work performed by its

employees, agents and subcontractors or anyone hired or employed by **PORTLAND MUSIC FESTIVAL, LLC** to perform services or provide supplies related to the *Event*.

17. **Beverage Service.** **PORTLAND MUSIC FESTIVAL, LLC** may provide *Beverage Service* at the *Premises* for the *Event* under the following conditions:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for validating *Event* attendees are of the legal drinking age in the State of Maine, and shall place wristbands on attendees of legal drinking age. Alcoholic beverages will not be provided to attendees who are not of legal drinking age and do not have a wristband.
- b. The sale of alcoholic beverages shall be limited to the time the venue doors open to attendees until one-half hour prior to the end of the performance at the *Event*.
- c. Alcoholic beverages may not be removed from the *Premises*.
- d. During an *Event*, **PORTLAND MUSIC FESTIVAL, LLC** shall contract hired security to secure the perimeter of the *Premises* to prevent attendees from leaving the *Premises* with alcoholic beverages.

18. **Merchandising.** **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell merchandise in conjunction with an *Event*, including “soft goods,” such as t-shirts, sweatshirts, banners, etc., and “hard goods,” such as recorded material, posters, program books, books etc. **PORTLAND MUSIC FESTIVAL, LLC** is required to obtain all necessary permits required to conduct those sales.

19. **Food and Non-Alcoholic Beverages.** **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell food and non-alcoholic beverages in conjunction with an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** are required to obtain all necessary permits to provide that service.

VI. PAYMENTS TO THE CITY

20. **Payments Due to the City.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to make the following payments to the **CITY**:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall pay to the **CITY** \$1.50 per ticket sold for the annual *Event* in 2026, \$2.00 per ticket sold for the annual *Event* in 2027, and \$2.00 per ticket sold for the annual *Event* for 2028. Payment under this section shall be made to the **CITY** no later than ten (10) days after

the Removal Date each year. **PORTLAND MUSIC FESTIVAL, LLC** shall provide the City's Office of Corporation Counsel all financial records necessary to verify the accuracy of payments made under this provision. In the event those records contain any proprietary information, those records must clearly be marked "Proprietary information/confidential." The CITY agrees not to disclose such information to a third party without **PORTLAND MUSIC FESTIVAL, LLC's** consent, unless it determines that such disclosure is required by law. The CITY shall provide **PORTLAND MUSIC FESTIVAL, LLC** a reasonable opportunity to seek an injunction or other court order, at **PORTLAND MUSIC FESTIVAL, LLC's** expense, to prevent such disclosure. The CITY will not be liable to **PORTLAND MUSIC FESTIVAL, LLC** or any third party for any disclosure of confidential information.

- b. **PORTLAND MUSIC FESTIVAL, LLC** shall make an annual donation for the duration of this agreement, in the amount of One Hundred Thousand Dollars (\$100,000.00) per year to the Portland Parks Conservancy to be allocated towards an improvement project in Portland's Park system, which shall be paid no later than thirty (30) days prior to each annual Event. The CITY agrees to hold this amount in escrow until after the Removal Date each year and hereby agrees to refund such donation to **PORTLAND MUSIC FESTIVAL, LLC** if the CITY terminates this Agreement or the Event is canceled through no fault of **PORTLAND MUSIC FESTIVAL, LLC** after the donation has been made with respect to each annual Event.

21. **Terms of Payment.** Unless otherwise specifically provided in this Agreement, all payments or reimbursements to the CITY pursuant to this Agreement shall be subject to the following terms:

- a. Any amounts owed shall be paid within ten (10) days of invoicing.
- b. **PORTLAND MUSIC FESTIVAL, LLC** agrees to pay interest at the rate of one and one-half percent (1½ %) per month on any payment which is not made within the time limits set forth in this Agreement.

VII. INSURANCE OBLIGATIONS

22. **Automobile and General Liability Insurance.** Prior to the execution of this Agreement, **PORTLAND MUSIC FESTIVAL, LLC** shall procure and maintain occurrence-based Automobile Liability Insurance, Commercial General Liability Insurance, including contractual and products liability, in amounts of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage, and Two Million Dollars (\$2,000,000) aggregate.

All vendors and/or subcontractors of **PORTLAND MUSIC FESTIVAL, LLC** shall provide the City with proof of Automobile Liability Insurance and Commercial General Liability Insurance in

an amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage. In the instance where a vendor or subcontractor does not use an automobile on the premises, Automobile Liability Insurance shall not be required.

23. **Sale of Alcohol and Liquor Liability Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** or its subcontractors, are permitted to sell alcoholic beverages during the event in Payson Park, provided that the following conditions are met. The **CITY** requires that all alcoholic beverages shall be sold, distributed, and/or served by a Qualified Catering Service (28-A M.R.S.A. §1076), licensed by the State of Maine. Said catering service shall submit to both the State of Maine and the City of Portland City Clerk an Application for Catered Function by Qualified Catering Service and shall provide a copy of the approved Application for Catered Function to the **CITY**. **PORTLAND MUSIC FESTIVAL, LLC** and/or any vendor or subcontractor providing alcohol at the *Premises*, shall obtain and provide Liquor Liability Insurance, in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence. A copy of the certificate of insurance shall be provided to the **CITY** prior to any *Event* at which the vendor is serving alcohol.

24. **Workers' Compensation Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** and all of its vendors or subcontractors shall provide evidence of workers' compensation insurance, to the extent required by Maine Law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.

25. **Terms of Insurance.** All insurance required pursuant to this Agreement shall be subject to the following terms:

- a. All insurance shall be obtained from insurers licensed to do business in the State of Maine and acceptable to the **CITY**, such acceptance not to be unreasonably withheld.
- b. With respect to the Automobile Liability, Commercial General Liability, and Liquor Liability Insurance, the **CITY** shall be named as an additional insured on all required policies, 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**. All insurance shall be primary to any insurance the **CITY** may have.
- c. All certificates of insurance shall provide that they may not be canceled without thirty (30) days prior written notice to the **CITY**.
- d. **PORTLAND MUSIC FESTIVAL, LLC** and all of the vendors and subcontractors shall furnish the **CITY** and thereafter maintain certificates of coverage, prior to the execution of this agreement. They shall also provide the

CITY with a copy of any endorsement naming the **CITY** as additional insured. Upon the **CITY**'s request, **PORTLAND MUSIC FESTIVAL, LLC** shall provide the **CITY** with a complete copy of any and all policies required by this agreement. **CITY'S** acceptance or lack of acceptance of any Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of any obligation to obtain and maintain such insurance as required by this agreement. **CITY** shall immediately refuse any work in Payson Park and cancel any *Event* if the required certificates are not furnished within the required time.

- e. All insurance required by this agreement shall contain a waiver of subrogation rights against **CITY**.
- f. **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors shall be responsible for any and all deductibles and/or self-insured retentions which are not to exceed \$10,000 without the prior written approval of **CITY**'s Corporation Counsel.
- g. The minimum limits may be satisfied through use of primary and excess/umbrella policies, provided that the excess/umbrella policies will not be more restrictive than the primary policies. If **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors maintain broader coverage and/or higher limits than the minimum required by this agreement, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits.
- h. Nothing herein shall 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**.
- i. **PORTLAND MUSIC FESTIVAL, LLC** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the Initial Term or Renewal Term of this Agreement. **PORTLAND MUSIC FESTIVAL, LLC** agrees that it will increase such minimum limits by reasonable amounts upon receipt of notice in writing from the **CITY**. Such notices to change shall, in general, be issued no more often than every two (2) years. The **CITY** may take note of damage awards being granted by the Courts, however, and direct a reasonable increase in the minimum limits of the insurance requirements at any time during the term hereof. In no case shall such limits be less than the amount set forth under the Maine Tort Claims Act, as may be amended.

VIII. INDEMNIFICATION AND RELEASE

26. **Indemnification.** To the fullest extent permitted by law, **PORTLAND MUSIC FESTIVAL, LLC** shall, at its own expense, defend (by counsel reasonably acceptable to the

CITY), indemnify, and hold harmless the **CITY**, its officers, agents, and employees, at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments, just or unjust, that arise out of or result from the activities hereunder (collectively, "Claims"), said Claims to include, without limitation, claims for personal injury, death, or property damage, including, without limitation, injury or damage to City employees or property, and including claims based upon violation of any law, including environmental law or regulation governing hazardous substances, that arise out of or are caused in whole or in part, by any act or omission of **PORTLAND MUSIC FESTIVAL, LLC**, its guests, agents, officers, employees, partners or contractors or anyone for whose act it may be liable. **PORTLAND MUSIC FESTIVAL, LLC'S** obligations under this paragraph shall survive the termination of this Agreement.

27. **Release.** **PORTLAND MUSIC FESTIVAL, LLC** hereby releases the **CITY** and its officers, agents and personnel (collectively, the "Releasees") from any and all claims, liabilities, damages, losses, costs, fees and expenses arising out of or resulting, directly or indirectly, from **PORTLAND MUSIC FESTIVAL, LLC'S** use of Payson Park, including, without limitation, injuries, losses and damages for bodily injury (including disability or death) and property damage, regardless of cause, including any and all claims, damages and liabilities that arise out of or result from any actions or omissions, including negligence, on the part of any of the Releasees. **PORTLAND MUSIC FESTIVAL, LLC** promises not to sue any of the Releasees with respect to any such claims or liabilities. This waiver and release is intended to be as broad as the law allows and shall survive termination of this Agreement.

IX. TERMINATION

28. **Termination by the City.** The City may terminate this Agreement, without prior notice to **PORTLAND MUSIC FESTIVAL, LLC**, under any of the following conditions:

- a. A good faith determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has failed to comply with any of the terms or conditions of this Agreement, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to cure such failure.
- b. Failure of **PORTLAND MUSIC FESTIVAL, LLC** to respond appropriately to excessive and substantiated noise complaints about the *Event* as provided in this Agreement or otherwise, which complaints reflect significant public inconvenience or other breaches of the peace, as determined by the City Manager, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to remedy such complaints.
- c. Upon determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has made material misrepresentations to the **CITY** in connection with its use or occupancy of any of Payson Park.

- d. The CITY determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to structural failure, flooding, fire damage or other physical damage to the Premises.
- e. The CITY determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national, regional or local emergency, including a local emergency declared by the Portland City Council; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection; (j) shortage of adequate medical supplies and equipment; (k) shortage of power or transportation facilities; and (l) other events beyond the reasonable control of the CITY.

In the event that the CITY terminates the Agreement for any of the reasons set forth above or any other reason, **PORTLAND MUSIC FESTIVAL, LLC**'s only legal or equitable claim shall be for a refund of the deposits paid, including the donation to the Portland Parks Conservancy described in Section IV (20) (b) herein. In the event the CITY terminates this Agreement for the reasons set forth in Paragraphs 28(a), (b) and (c), the CITY may, in its discretion, deduct from the deposits the direct costs incurred by the CITY in connection with this Agreement prior to the date of termination. IN NO EVENT WILL CITY BE LIABLE TO **PORTLAND MUSIC FESTIVAL, LLC** OR ANY THIRD PARTY FOR ANY DAMAGES EXCEEDING THE AMOUNT OF THE DEPOSIT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT AND INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

29. **Termination by PORTLAND MUSIC FESTIVAL, LLC.** In the event **PORTLAND MUSIC FESTIVAL, LLC** terminates this Agreement, the CITY shall retain or collect from **PORTLAND MUSIC FESTIVAL, LLC** twenty-five percent (25%) of the fees described in Section IV of this Agreement in addition to any actual costs directly incurred by CITY in preparation for the next *Event* following the date of any such termination

30. **Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

X. ADDITIONAL TERMS

31. **Community Outreach.** **PORTLAND MUSIC FESTIVAL, LLC** shall conduct annual community outreach through neighborhood meetings. The meetings will be hosted at Payson Park, another location approved by the City, or by video conferencing. The neighborhood meetings shall be conducted at a time and in a manner that is accessible to community members within the neighborhoods surrounding Payson Park. **PORTLAND MUSIC FESTIVAL, LLC** shall hold at least two neighborhood meetings per each annual Event. One meeting shall be held no less than sixty (60) days prior to the Event each year to prepare for the upcoming event and one meeting shall be held no more than ninety (90) days after the last day of the Event to discuss how the Event can be improved the following year. No less than thirty (30) days prior to each neighborhood meeting, **PORTLAND MUSIC FESTIVAL, LLC** shall create a written notice with a brief description of the Event and information about how to provide neighborhood input including the date, time and place of the next neighborhood meeting and alternative ways to ask questions or provide comment. **PORTLAND MUSIC FESTIVAL, LLC** shall provide a digital copy of the notice to the CITY to post on its website and in other public locations in the CITY and distribute to residents by other means deemed appropriate by the CITY. **PORTLAND MUSIC FESTIVAL, LLC** shall keep and provide a record of approximate number of participants and feedback generated during the neighborhood meeting (s) and provide those records to the CITY immediately following each meeting. All costs associated with neighborhood outreach shall be the sole responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

32. **Other Financial Obligations.** **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for any other financial obligations incurred as a result of the use of Payson Park for any *Event* or otherwise in connection with this Agreement. These obligations shall specifically include:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any State or Federal taxes, or any other governmental assessment which may be required in connection with an *Event* or other use of Payson Park.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for the payment of any royalties or charges which are due or may become due on material used for or during an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** warrants to the CITY that such royalties or charges have been paid or will be paid promptly in accordance with law. **PORTLAND MUSIC FESTIVAL, LLC** further agrees to hold the CITY harmless and indemnify it for all its costs or losses, just or unjust, including attorney's fees in defense of claims, relating to payment of any royalty, charge or fee for the use of material by **PORTLAND MUSIC FESTIVAL, LLC** during an *Event*.

33. **Compliance with Law.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to comply with all applicable laws and regulations in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations and laws and regulations governing hazardous substances, with respect to all its activities on Payson Park, and to conduct all its activities on Payson Park in a safe, responsible, reasonable and business-like manner. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any fines

or monies owed as result of any failure to comply with any such laws, rules and/or regulations. **PORTLAND MUSIC FESTIVAL, LLC** further specifically agrees:

- a. To consult with the City's Fire Chief prior to any operations under this Agreement to determine fire safety requirements.
- b. That no person shall be denied admission to any *Event* on the basis of race, color, creed, national origin, sex, disability, sexual orientation, or any other class characteristic protected by law.

34. **No Representations.** **PORTLAND MUSIC FESTIVAL, LLC** agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of **CITY** in respect thereto, except as contained in the provisions of this Agreement. The **CITY** shall in no event be liable for any latent defects of the **Premises**, unless the **CITY** has actual knowledge of the defect and has failed to disclose such information to **PORTLAND MUSIC FESTIVAL, LLC**.

35. **Assignment.** **PORTLAND MUSIC FESTIVAL, LLC** may not assign, pledge, sublet or otherwise transfer any interest or right granted by this Agreement without the prior written consent of the *City Council*; provided, however, that **PORTLAND MUSIC FESTIVAL, LLC** may engage subcontractors or hire individuals to perform services or provide supplies related to an *Event* consistent with the terms of this Agreement.

36. **Attorney's Fees.** **PORTLAND MUSIC FESTIVAL, LLC** shall pay all reasonable attorney's fees and costs on behalf of **CITY** if: (i) **CITY** should institute litigation against it for breach of any term or condition of this Agreement, if the **CITY** is the prevailing party in litigation; (ii) **CITY** should institute litigation against **PORTLAND MUSIC FESTIVAL, LLC** for an unlawful detainer of Payson Park, if the **CITY** is the prevailing party in litigation; (iii) **CITY** is made a party to litigation against **PORTLAND MUSIC FESTIVAL, LLC**, instituted by a third party related to use of Payson Park under this Agreement; or (iv) if the **CITY** is required to defend itself against any action or defense prosecuted by **PORTLAND MUSIC FESTIVAL, LLC** or any third party arising out of **PORTLAND MUSIC FESTIVAL, LLC's** use or occupancy of Payson Park that does not result in a final judgment in favor of **PORTLAND MUSIC FESTIVAL, LLC**. Fees and costs of defense incurred by the **CITY** shall be reimbursed within thirty (30) days of invoice whether the litigation is prosecuted to judgment or not. Amounts advanced by **CITY**, not reimbursed within said thirty (30) days, shall bear interest at a rate of one and one-half percent (1 1/2 %) per month.

37. **Additional Permit Required.** **PORTLAND MUSIC FESTIVAL, LLC** understands that the terms and conditions set forth in the Council Order and this Agreement are not exhaustive and the **CITY** reserves the right to include additional terms and conditions in the festival permit issued by the **CITY's** Parks, Recreation and Facilities Department.

38. **Complete Agreement.** This Agreement and its Exhibits constitute the entire and integrated agreement and supersede all the terms and conditions of any prior agreement, negotiations, or representations, written or oral, between the parties, including but not limited to

the Original Agreement. This Agreement may not be further modified, except in writing, signed by the parties.

39. **Rights Acquired.** No rights will be acquired under this Agreement until the required certificates of insurance have been provided to the CITY.

40. **No property rights.** No provision hereof shall be construed as conveying an easement or other estate in land.

41. **Amendment.** This Agreement may be amended only in writing executed by the parties.

42. **No Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

43. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

44. **Authority.** **PORTLAND MUSIC FESTIVAL, LLC** warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of **PORTLAND MUSIC FESTIVAL, LLC** has the authority to do so.

45. **Further Assurances.** Each party hereby agrees to cooperate with the other party's efforts to take such further actions as may be reasonably requested by the other party to carry out the provisions and purposes of this Agreement and to implement the operation of the Event and the other transactions contemplated herein, including without limitation, to execute, acknowledge, and deliver any affidavits, certificates, assurances, consents, or other instruments as may be necessary to fulfill the intent of this Agreement.

46. **Governing Law and Jurisdiction.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties and guarantors hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings, and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

[SIGNATURE PAGE ATTACHED HERETO.]

IN WITNESS WHEREOF, the **CITY OF PORTLAND** has caused this Agreement to be signed by Danielle P. West, City Manager, and by Tyler Grill, Manager of **PORTLAND MUSIC FESTIVAL, LLC, LLC**, thereunto duly authorized the day and year first above written.

CITY OF PORTLAND

Date: _____

By: Danielle P. West
Its: City Manager

Approved as to form: _____

Corporation Counsel's Office

PORTLAND MUSIC FESTIVAL, LLC

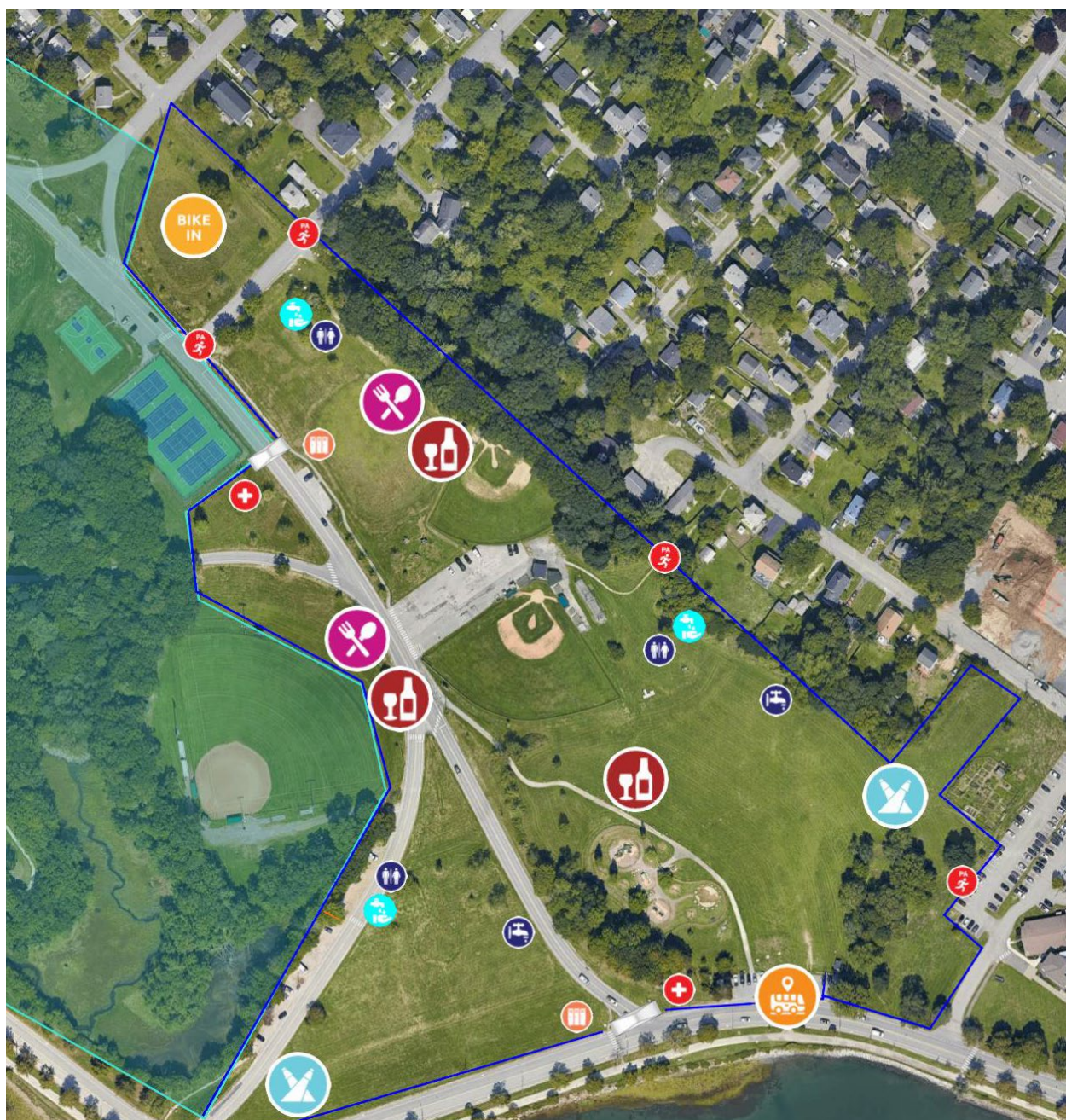
Date: _____

By: Tyler Grill
Its: Manager, duly authorized

EXHIBIT B**APPROVED EVENTS SCHEDULE for 2026-2028**

DATE	DAY	Schedule
6 days prior to event	Sunday	Layout site
5 days prior to event	Monday	Field protection in place
4 days prior to event	Tuesday	Start of tenting/decor
3 days prior to event	Wednesday	Fencing begins
2 days prior to event	Thursday	Sound, lights, stages
1 day prior to event	Friday	Final Prep
Day 1 of Event	Saturday	Day 1
Day 2 of Event	Sunday	Day 2
1 day following event	Monday	Breakdown begins
2 days following event	Tuesday	Breakdown concludes
3 days following event	Wednesday	Last of the porta potties and all remaining assets removed

EXHIBIT C



GUARANTY OF GOODWORKS PORTLAND FEST LLC

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor and a wholly owned subsidiary of GoodWorks Entertainment Group, LLC, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by the City of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America, Cumberland County, and State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal statute, regulations, common law or rule of civil procedure with respect to any action

or claim arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this _____ day of September, 2025.

**GOODWORKS ENTERTAINMENT
PORTLAND FEST LLC**

Witness

By: Tyler Grill
Its: Manager, duly authorized

GUARANTY OF SHORE SOUND ENTERTAINMENT LLC

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by PDC of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America and Cumberland County, State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal statute, regulations, common law or rule of civil procedure with respect to any action or claim

arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this _____ day of September, 2025.

SHORE SOUND ENTERTAINMENT LLC

Witness

By: Jordan Wolowitz
Its: Manager, duly authorized

Portland Parks Commission Statement on the Back Cove Music Festival at Edward Payson Park

The Portland Parks Commission has reviewed and reflected on the inaugural Back Cove Music Festival, held this summer in Edward Payson Park. Following a presentation from City officials and organizers, and public and Commissioner testimony, the Commission is offering the following summary and recommendations for the City Council Committee as it considers a proposed three-year agreement to continue hosting the festival.

As a Commission, we want to note an ongoing and important tension raised in our deliberations: the use of public parks as sites for large-scale, privately-operated events. Some Commissioners expressed concern about the appropriateness of granting extended access to a for-profit entity—however responsible—on land that is meant to serve all residents equitably at all times. Others highlighted the unique value such partnerships can bring in terms of investment, visibility, and park improvements that might not otherwise be possible. This is not a tension that is easily resolved, but it is one we believe the City should continue to examine carefully when evaluating both this proposed agreement and future events.

Overall, the Commission acknowledges that the 2024 Back Cove Music Festival was a successful and responsibly executed event, especially considering it was the first of its kind at this scale in Payson Park. The Parks, Recreation, and Facilities Department and City staff were thoughtful and proactive in their work, and they reported that the event organizers were exceptionally collaborative throughout both planning and execution. We were particularly encouraged by the alignment between the festival’s goals and our mission to foster community connection and long-term stewardship of our parks. Highlights included:

- **Sustainable and inclusive transportation planning:** The use of shuttles, a bike valet service (which served nearly 1,000 bikes), and people-powered transit significantly reduced the need for on-site parking. This contributed to the low environmental impact and aligned with Portland’s sustainability goals.
- **Public infrastructure improvements:** The creation of new trails to support access to the festival site—trails that had long been on the Parks Department’s wishlist—enabled over 10,000 trail uses during the weekend and now remain as a long-term community asset.
- **Park reinvestment:** The festival contributed approximately \$100,000 in park funding, which will support ongoing enhancements to Payson Park.
- **Positive public reception:** While there were some noise complaints (in the range of tens), the vast majority of feedback from attendees and community members was positive. As one Commissioner put it, the event was “extraordinarily responsible.”

Nonetheless, several concerns were raised that should inform future agreements and planning for any large-scale event in our parks:

- **Neighborhood communication and impact:** While transportation innovations were generally successful, changes to shuttle routes and drop-off points were made quickly in

response to evolving needs, which led to significant and unanticipated impacts on adjacent neighborhoods. Some residents experienced 12 hours of shuttle traffic without sufficient prior notice. Communication with directly affected neighbors—particularly those on the periphery of Payson Park—must be significantly improved.

- **Increased “buy in” in contract from event organizers:** Deposits for noise and park damages should be raised. Community inclusion processes should be articulated in the contract.
- **Clarity and accessibility of information:** There was inconsistent signage and lack of proactive, multilingual, and multimodal communication regarding event logistics, park access, and street closures. This included the build-out phase before the festival, when local residents were unsure where and if they could access certain sections of the park. Reliance on social media and responsive versus proactive communication channels was not sufficient.
- **Equity and local access:** The festival should ensure that residents living closest to the park—including those in public housing or lower-income neighborhoods—have equitable access to participate in the event, including potential for reserved or discounted tickets.
- **Post-event engagement:** Mechanisms to solicit neighborhood feedback and community input post-event were limited. Future contracts should include clearer expectations for community engagement both before and after events.
- **Transparency in park reinvestment:** While the financial investment in the park is commendable, there is a need for greater transparency and potentially community input into how these funds are allocated.

The Commission believes that the Back Cove Music Festival demonstrates real promise as a long-term community event that creatively activates public space and contributes to Portland’s cultural and economic vitality. We are optimistic about the potential for this event to evolve into a model of inclusive, sustainable, and community-responsive park use. We respectfully recommend that, should the City proceed with a multi-year agreement, the contract explicitly include:

- Enhanced requirements for community notification and engagement;
- Noise and impact deposit provisions;
- Clear transportation and signage protocols;
- Transparent reinvestment planning with public input; and,
- Equity goals and benchmarks for local access.

We thank the City Council Committee for its consideration of these reflections and recommendations.

Respectfully,

Beth Rabbitt, Chair, at-large

Will Elting, Vice Chair, at-large

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Director

DATE: October 1, 2025

SUBJECT: Order 77-25/26 Accepting and Appropriating a \$30,460 Maine Department of Environmental Protection Waste Reduction Grant - Sponsored by Danielle P. West, City Manager

SPONSOR: Sponsored by Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/20/2025

Final Action 11/3/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes, Corporation Counsel has approved the grant award contract.

PRESENTATION: Sustainability Director Troy Moon will be present to describe the grant project and answer questions.

I. SUMMARY

Accepting a \$30,460 grant from the Maine DEP.

II. AGENDA DESCRIPTION

The Sustainability Office applied for and was awarded a waste reduction grant in the amount of \$30,460 in order to install covered kiosks at seven community compost drop-off locations and to establish an additional site on Irving St. at Heseltine Park. Accepting the grant will authorize funding for this project.

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

III. BACKGROUND

The Sustainability Office manages a network of 10 community compost drop-off sites on the mainland and supports two additional locations on Peaks Island that are managed by community volunteers. The program allows Portland residents to drop off their food scraps at a location in or near their neighborhood for free. The City has contracted with Garbage to Garden to collect the material delivered by the residents and compost it. The program diverts valuable organic material from the waste stream and provides residents with a way to reduce their household waste, which allows them to reduce the number of City trash bags they need to purchase. The purpose of this grant is to improve the appearance and accessibility of the drop-off sites by installing covered kiosks at seven of the existing Community Composting sites and developing a new drop-off at Heseltine Park. The kiosks will improve visibility, safety, and accessibility for residents and the hauler, Garbage to Garden, and protect the collection points from weather. Funds will also be used to procure materials for four community education events.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Improving the compost drop off sites will encourage residents to reduce waste by participating in the composting program. This aligns with the One Climate Future goal to be a zero waste community by 2050.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating 30k DEP Grant for Compost
2. City of Portland CT #20250916-0482_encrypted

Prepared by:

Troy Moon, Sustainability Director

Date: 10/01/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER ACCEPTING AND APPROPRIATING A \$30,460 MAINE DEPARTMENT OF
ENVIRONMENTAL PROTECTION WASTE REDUCTION GRANT**

ORDERED, that a \$30,460 Maine Department of Environmental Protection Waste Reduction Grant is hereby accepted and that amount appropriated to improve the Community Compost Program; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Grant Agreement in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of this order.



PROCUREMENT JUSTIFICATION FORM (PJF)

This form must accompany all contract requests and sole source requisitions (RQS) over \$10,000 submitted to the Office of State Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Procurement Services intranet site (Forms page) for additional instructions.

PART I: OVERVIEW				
Department Office/Division/Program:		DEP/BRWM/Division of Materials Management		
Department Contract Administrator or Grant Coordinator:		Mark King, DEP Waste Diversion Grant Coordinator		
(If applicable) Department Reference #:		RFP #202508114		
Agency Department Code:			Advantage CT / RQS #:	CT #20250916*0482
Amount: (Contract/Amendment/Grant)		\$30,460.00		
CONTRACT	Proposed/Original Start Date:	10/27/2025	Proposed/Most Recent End Date:	10/27/2027
AMENDMENT	New Effective Date:		New End Date (if Applicable):	
GRANT	Project Start Date:		Grant Start Date:	
	Project End Date:		Grant End Date:	
Vendor/Provider/Grantee Name, City, State:		City of Portland		
Brief Description of Goods/Services/Grant:		The purpose of this contract is to allow the City of Portland to construct kiosks at seven existing Community Composting Program drop-off sites and one new drop-off site. The kiosks will be constructed to improve visibility, safety, and accessibility for residents and the hauler, Garbage to Garden, and to protect the collection points from weather. Funds will also be used to procure materials for four community education events.		

PART II: JUSTIFICATION FOR VENDOR SELECTION			
Check the box below for the justification(s) that applies to this request. (Check all that apply.)			
☒	A. Competitive Process	☐	G. Grant
☐	B. Amendment	☐	H. State Statute/Agency Directed

☐	C. Single Source/Unique Vendor	☐	I. Federal Agency Directed
☐	D. Proprietary/Copyright/Patents	☐	J. Willing and Qualified
☐	E. Emergency	☐	K. Client Choice
☐	F. Higher Education Cooperative Project	☐	L. Other Authorization

Please respond to ALL of the questions in the following sections.

PART III: SUPPLEMENTAL INFORMATION	
1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.	
The Provider shall use the funds from this grant as follows:	
☐ \$28,000.00 – compost site kiosks (8 units @ \$3,500.00 each for equipment and labor). ☐ \$960.00 – signs for kiosks (8 units @ \$120.00 each). ☐ \$1,500.00 – materials for 4 community education events and compostable picnicware. ☐ Grand Total = \$30,460.00.	
2. Provide a brief justification for the selected vendor to supplement the response in Part II. Reference the solicitation (RFP/RFA/RFQ) number if applicable.	
Grantee was selected through a consensus evaluation process as part of an RFP released earlier this spring.	
3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.	
Applicant's proposal was ranked and selected based upon a consensus evaluation process (see #2 above).	
4. Describe the plan for future competition for the goods or services.	
Based on available funding, the Department anticipates continuing to issue two rounds of WDG RFPs annually—one in the spring and one in the fall. The next round is tentatively scheduled for February of 2025.	

PART IV: AMERICAN RESCUE PLAN ACT (ARPA) / MAINE JOBS & RECOVERY PLAN (MJRP)
Does this request utilize ARPA/MJRP funds?
☐ Yes, MJRP funds (023) – If Yes, please attach the approved Business Case(s).
☐ Yes, ARPA funds (025) – If Yes, please be aware of the requirements from awarding federal agencies.

☒ No – If No, proceed to Part V.

PART V: CONFLICTS OF INTEREST (COI); CONTRACT WITH THE STATE

Maine law contains Conflict of Interest statutes directed to State Departments, State Officers, and Employees Generally under MRS [Title 5, §18](#) and [§18-A](#), in harmony with MRS [Title 17, §3104](#).

☒ The requesting department's signatory affirms, understands, and acknowledges Maine's Conflict of Interest statutes and, in accordance with those statutes and to the best of their knowledge, has determined that no conflict of interest exists at the time of this contract, renewal, or amendment.

PART VI: APPROVALS

Governor/Department Commissioner or Designee

1. The signature below indicates approval of this procurement request.

Signature of requesting Department's Commissioner (or designee):			
Typed Name:	Melanie Loyzim, Commissioner MEDEP	Date:	
2. Additional signature required ONLY if box E (Emergency) is selected in PART II . The signature below indicates approval by the Department's Commissioner, or the <u>designee specifically authorized to approve emergency procurement requests</u> .			
Signature of requesting Department's Commissioner (or designee):			
Typed Name:		Date:	

OSPS Section Only

Signature of DAFS Procurement Official:			
Typed Name:		Date:	



SERVICE CONTRACT

DATE: 8/19/2025	CONTRACT AMOUNT: \$30,460.00
ADVANTAGE CONTRACT #: CT #20250916*0482	
DEPARTMENT AGREEMENT #:	
START DATE: 10/27/2025	END DATE: 10/27/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Department of Environmental Protection		
ADDRESS: 17 Statehouse Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

BY: Melanie Loyzim, DEP Commissioner
Date

BY: Troy Moon, Sustainability Director
Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Derek DeCastro		
EMAIL: derek.decastro@maine.gov	TELEPHONE: 207-592-2879	
ADDRESS: MEDEP, BR&WM-Division of Materials Management, 312 Canco Road #4		
CITY: Portland	STATE: ME	ZIP CODE: 04103

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME: Mark King		
EMAIL: mark.a.king@maine.gov	TELEPHONE: 207-592-0455	
ADDRESS: MEDEP, BR&WM-Division of Materials Management, 17 Statehouse Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME: Troy Moon, Sustainability Director		
EMAIL: thm@portlandmaine.gov	TELEPHONE: 207-756-362	
ADDRESS: 389 Congress Street		
CITY: Clinton	STATE: ME	ZIP CODE: 04101

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☐	Rider D – Included at Department's Discretion
☐	Rider E – Included at Department's Discretion
☐	Rider F – Included at Department's Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department's Discretion
☐	Other – Included at Department's Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$ 30,460.00	014	06A	1529	48	4099				2026

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$ 30,460.00

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$ 0.00
Dedicated/Special Revenue	\$ 30,460.00
Federal Funds	\$ 0.00

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this contract is to allow the City of Portland to construct kiosks at seven existing Community Composting Program drop-off sites and one new drop-off site. The kiosks will be constructed to improve visibility, safety, and accessibility for residents and the hauler, Garbage to Garden, and to protect the collection points from weather. Funds will also be used to procure materials for four community education events.

III. DELIVERABLES:

The Provider is responsible for implementing the project work plan, including all work plan tasks, schedules, costs, and deliverables, as described in its application in response to RFP #202505067. The Provider shall use the funds from this grant as follows:

- ☐ \$28,000.00 – compost site kiosks (8 units @ \$3,500.00 each for equipment and labor).
- ☐ \$960.00 – signs for kiosks (8 units @ \$120.00 each).
- ☐ \$1,500.00 – materials for 4 community education events and compostable picnicware.

□ Grand Total = \$30,460.00.

IV. REPORTS: remove this section if not applicable to this Contract.

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Progress Reports	Summarizes project activity in six-month increments, including major tasks accomplished, performance data collected and documentation of grant fund expenditures.
2.	Final Report	The Final Project Report must document all project work accomplishments, deliverables met, and total funds expended.

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report:	Due Date and/or Frequency:
1.	Progress Reports	Semi-annual	August 31st and February 28th
2.	Final Report	Covers entire grant period	Within 45 days of project completion

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section "DEPARTMENT AND PROVIDER POINTS OF CONTACT" of this Contract.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

- 11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. TERMINATION. The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

14. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

15. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

19. INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider’s insurance and shall not contribute to it.
 - ii. The Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part

thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
- 31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS

INVOICES AND PAYMENTS. The Department will pay the Provider as follows: \$30,460.00 upon receipt of an invoice to perform contracted services.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

All unobligated funds from the original grant award determination will go back to the "pool of funds" for redistribution to other grantees upon project completion. A final invoice(s) must be submitted by Provider within 45 days of contract end date.

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: Enter State**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 6, 2025

SUBJECT: Order 78-25/26 Approving the Collective Bargaining Agreement Between the City of Portland and the Professional and Technical City Employee Association - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

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

Does this item involve a new contract with the City: Yes

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

I. SUMMARY

II. AGENDA DESCRIPTION

This item approves a negotiated successor collective bargaining agreement between the City of Portland and the Professional and Technical City Employees Association for the period of July 1, 2025, through June 30, 2028. This proposal is presented after previously receiving guidance from the City Council executive sessions held on January 13, March 31, and July 28, 2025, and after having been approved by the Professional and Technical City Employees Association.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

See attached Fiscal Impact Note

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Approving ProTech Labor & Trades Agreement
2. Pro Tech MOA 2025-2028 with Redlined CBA
3. Pro-Tech Fiscal Impact Note

Prepared by:

Date: 10/06/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF PORTLAND AND THE PROFESSIONAL AND TECHNICAL CITY
EMPLOYEE ASSOCIATION**

ORDERED, that the Collective Bargaining Agreement between the City of Portland and the Professional and Technical City Employee Association for the period of July 1, 2025 through June 30, 2028, is hereby approved substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said Agreement and any other related documents necessary or convenient to carry out the intent of said Agreement.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF PORTLAND AND PROFESSIONAL AND TECHNICAL
CITY EMPLOYEES ASSOCIATION**

This Memorandum of Agreement ("MOA") is entered into by and between the Negotiating Team of the City of Portland, Maine (the "City Negotiating Team") and the Negotiating Team of Professional and Technical City Employees Association (the "Pro-Tech Negotiating Team") (collectively, the "Parties").

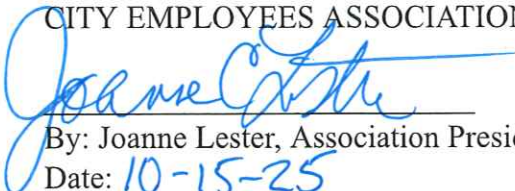
WHEREAS, the City of Portland and Professional and Technical City Employees Association are parties to a collective bargaining agreement that expired on June 30, 2025;

WHEREAS, the Parties have engaged in extensive negotiations to come to a tentative agreement regarding the terms of a successor collective bargaining agreement;

NOW THEREFORE, the Parties agree that the terms of the tentative agreement for a successor collective bargaining agreement are as follows:

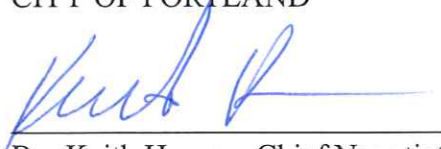
1. The red-lined collective bargaining agreement attached hereto is hereby incorporated into this MOA and outlines the terms of the Parties' tentative agreement for a successor collective bargaining agreement for the period of July 1, 2025 through June 30, 2028.
2. The Parties agree to retain the current language concerning performance evaluations. However, both Parties are amenable to working together in good faith to establish a new performance evaluation process for all Pro-Tech staff, outside of the formal contract negotiation process.
3. The City will begin withholding 50% of the premium required by the Maine Paid Family and Medical Leave Act (PFMLA), specifically 26 M.R.S. § 850-F, or an equal amount payable to an equivalent private plan pursuant to 26 M.R.S. § 850-H, from bargaining unit employees' wages effective May 1, 2026.
4. Cost of living increases, reclassifications, increases in current stipends or new stipends, increases in clothing allowances or new clothing allowances, and the addition of the new 20 year and 25+ year steps, shall all be effective retroactive to July 6, 2025.
5. The Parties agree to recommend and advocate adoption of the successor collective bargaining agreement to their respective principals.

PROFESSIONAL AND TECHNICAL
CITY EMPLOYEES ASSOCIATION


By: Joanne Lester, Association President

Date: 10-15-25

CITY OF PORTLAND


By: Keith Hansen, Chief Negotiator

Date: 10-15-25



**AGREEMENT BETWEEN
CITY OF PORTLAND
AND
PROFESSIONAL AND TECHNICAL
CITY EMPLOYEES ASSOCIATION**

JULY 13, 2025² – JUNE 30, 2028⁵

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THIS AGREEMENT made and entered into this ~~1st~~ [] day of ~~November~~ December, 2025~~2~~ by and between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland and State of Maine (hereinafter referred to as "City"), and PROFESSIONAL AND TECHNICAL CITY EMPLOYEES ASSOCIATION, of Portland in said County and State (hereinafter referred to as "Association").

1. PREAMBLE:

- 1.1 Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26, Maine Revised Statutes, M.R.S.), the parties have entered into this Agreement in order to establish mutual rights with the goal of preserving proper employee morale and promoting effective municipal operations.

2. RECOGNITION:

- 2.1 The City hereby recognizes the Association as the sole and exclusive representative of a Unit consisting of all permanent full-time and part-time employees, recreation project employees and any other employees in the job classifications listed in Appendix A and excluding all temporary, seasonal, on-call, or probationary employees, or those excluded by the Municipal Public Employees Labor Relations Law.
- 2.2 The Association shall bargain for employees in the above unit with respect to wages, hours of work, and working conditions. The Association shall have the right to participate in all disputes, regarding any employee, over the interpretation and application of this Agreement.
- 2.3 All newly hired employees in permanently budgeted positions shall serve a probationary period of six (6) months, and shall have no seniority, grievance, or other rights during this period except as otherwise specifically provided for in this Agreement. During the six (6) month probationary period, the appointing authority may remove the probationer at any time if their work or conduct is found below satisfactory standards. Notwithstanding the foregoing, probationary employees do receive Holidays and earn vacation and sick leave during the probationary period, and can use vacation or sick leave in accordance with all rules governing such in this Agreement. Upon completion of the six (6) month probationary period, the probationary period shall be included as part of the employee's seniority time.
- 2.4 Definitions of employment are attached to this Agreement in Appendix B, and are hereby incorporated into this Article by reference. Permanent

full-time employees shall receive full benefits under this Agreement, and permanent part-time employees shall receive prorated benefits as outlined in Appendix B. Recreation project employees shall receive only those benefits outlined in Appendix B.

- 2.5 The City and the Association agree to meet at reasonable times to discuss additions to or deletions from the Recognition clause.

3. NO DISCRIMINATION BY PARTIES:

- 3.1 Employees covered by this Agreement shall have all the rights afforded under Section 963 of Chapter 9-A, Title 26, M.R.S. No employee shall be favored or discriminated against by either the City or the Association because of their membership or non-membership in the Association.

- 3.2 The City, ~~and~~ unit members in their capacity as City employees, ~~and the Association~~ agree that, pursuant to applicable Federal and State laws and ~~City ordinance~~, they will not unlawfully discriminate against any employee because of ~~any protected characteristics as defined by applicable local, state, and/or federal laws.~~ race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability.

- ~~3.3 All reference to male employees in this Agreement shall also include female employees.~~

4. DUES DEDUCTION:

- 4.1 The City shall deduct weekly dues upon receipt of a signed ~~Employee Voluntary Deduction Form~~ ~~authorization card~~ from members and ~~an email from a member of the board to proceed.~~ ~~certified statement from the Treasurer of the Association as to the amount for dues.~~ All such ~~forms~~ ~~authorization cards~~ shall be supplied by the City. The City shall process payroll dues deductions on a weekly basis and forward all such dues to the Treasurer of the Association.

- 4.2 In the event of change in the amount of dues during the term of this Agreement, the then Treasurer ~~or~~ ~~President~~ of the Association shall notify the City's Director of Human Resources in writing. After receipt of the same, dues as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed ~~forms~~ ~~authorization cards~~. The City shall forward all dues so collected to the Treasurer ~~or~~ ~~President~~ of the Association on or before the 15th of the month following the month in which they were collected from the employees.

4.3 Any employee covered by this Agreement may, during the first two weeks in June on the year of expiration, cancel their authorization for dues deduction. Said cancellation shall be effective with fourteen (14) days prior written notice to the Association and the departmental payroll clerk. The Association will be given a copy of any dues cancellation notice prior to the cessation of dues withdrawal.

4.4 Union Security:

4.4.1 New employees not in the Association may join the Association after completion of the probationary period. The relationship between employees who choose not to join the union and the Association shall be governed by the Association's bylaws, including representation services and any associated fees.

4.5 Upon receipt of a written ~~form authorization card~~ from the employee, the City shall deduct the full Association dues. The City has no obligation to pay the Association any dues payment for an employee if the employee has not signed said ~~form authorization card~~.

4.6 The Association shall indemnify and hold the City harmless against any and all claims or suits which may arise out of or result from the deductions of said fees or other action taken pursuant to the Article, said indemnification to include all costs and attorney's fees resulting from any such claims or suits.

5. TIME OFF WHILE PERFORMING ASSOCIATION DUTIES:

5.1 Up to two employees shall be allowed time off, with pay, for meeting with City officials concerning Association business or for investigating grievances; provided, however, in the judgment of the City, such time off does not interfere with work flow requirements.

5.2 When asked by the City to respond to a specific request on short notice, the President or Vice-President of the Association and one (1) Executive Board member will be allowed up to one (1) hour off with pay or a reasonable amount of time given the location and circumstances that necessitate attendance by the Association; provided, in the judgment of the City, such time off does not interfere with work flow requirements.

6. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES:

6.1 The City retains all rights and authority to manage and direct its

employees, except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the City to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. Such rules are subject to the parties' duty to bargain over mandatory subjects of bargaining under the Maine Municipal Public Employees Labor Relations Law except as provided in Article 34.

7. STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED:

- 7.1 The Association agrees that during term of this Agreement neither it nor its officers, Board of Directors or members will engage in, encourage, sanction, support or suggest any (1) strikes, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing which would involve suspension of or interference with normal work of the City or (6) any other similar action which would involve suspension of or interference with the normal work of the City.
- 7.2 In the event that the Association and/or employees covered by this Agreement participate in such activities in violation of this provision, the City shall notify the Association in writing and the Association, through its President or some other authorized representative, shall immediately notify those employees so engaged to cease and desist from such activities and shall instruct those employees to return to their normal duties immediately. Such notification and instruction will be made in writing with a copy to the City Manager. In the event that any employee engages in any such activity they shall be subject to disciplinary action and/or dismissal by the City.
- 7.3 The City agrees not to engage in any lockout of employees during the term of this Agreement.

8. GRIEVANCE PROCEDURE:

- 8.1 Should the Association, or an employee, feel aggrieved concerning the interpretation or application by the City of any provision of this Agreement, the Association may seek adjustment of the grievance as follows:
 - 8.1.1 The Association, through its authorized representative, shall take up the grievance with the employee's immediate supervisor. The supervisor shall meet with the Association within three (3) working days of receipt of notification of the grievance from the Association. The Supervisor shall respond to the grievance within five (5)

working days of the meeting.

- 8.1.2 If the Association and the supervisor have not resolved the grievance, the Association may submit the details, including names, dates and other pertinent information to allow the City to reasonably understand the nature of the grievance, ~~of such grievance~~ in writing to the Department Head within five (5) working days after receipt of the supervisor's decision under Step 8.1.1. The Department Head shall meet with the Association within five (5) working days after the receipt of Association appeal. The Department Head shall respond in writing to the grievance within five (5) working days of the meeting.
- 8.1.3 Within five (5) working days of receipt of the Department Head's decision, the Association may appeal the decision to the Director of Human Resources by filing a copy of the written grievance and the Department Head's decision with the Director of Human Resources. The Director of Human Resources shall meet with the Association within ten (10) working days and provide the Association with a written response within (10) working days of the meeting.
- 8.1.4 Within five (5) working days of receipt of the Human Resources Director's Decision, the Association may appeal the decision to the City Manager by filing a copy of the written grievance and the Human Resources Director's decision with the City Manager. The City Manager shall meet with the Association within ten (10) working days and provide the Association with a written response within ten (10) working days of the meeting. In the event that the Supervisor, Department Head or Director of Human Resources fails to meet with the Association, or fails to respond to a grievance in writing within the time limits of this article, the Association may appeal the grievance to the next authority in the hierarchy listed in this article. Such appeal must be filed in accordance with the time limits set forth in this article.
- 8.1.5. In the event that the decision of the City Manager rendered pursuant to step 8.1.4 above is not acceptable to the Association, within ten (10) working days after receipt of the decision at step 8.1.4 the Association may request in writing that the matter be submitted to mediation. If the parties mutually agree that mediation is appropriate, a joint request to the Federal Mediation and Conciliation Service (FMCS) or the Maine Labor Relations Board will be made. If mediation is (i) not requested; (ii) does not resolve the grievance in its entirety, or (iii) the City declines to

mediate the parties may then proceed to arbitration. The decision by either party to request or decline mediation in any grievance shall not be used or held against either party in any future arbitration or grievance, nor shall it establish any precedent.

8.1.6 In the event that the decision of the City Manager rendered pursuant to 8.1.4 above is not acceptable to the Association, and/or the parties have exhausted all remedies including Mediation as set forth in 8.1.5 above, within ten (10) working days after receipt of the decision at Step 8.1.4 or within five (5) working days after mediation has occurred, it may request in writing that the matter be submitted to arbitration. The City and the Association shall mutually agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within seven (7) days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Thereafter, arbitration shall be had in accordance with the rules of the American Arbitration Association. Said Arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. All of the expenses of the arbitration shall be borne equally by the parties.

8.2 The time limits for processing of grievances may be extended by written consent of the parties. Step 8.1.1, 8.1.2, and 8.1.3 in the grievance procedure may be waived by written mutual consent of the parties.

8.3 At Steps 8.1.2, 8.1.3, and 8.1.4 of the grievance procedure, the Department Head, Director of Human Resources, or City Manager may designate a Deputy, Assistant, or other duly authorized representative to act on their behalf.

8.4 All grievances shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days after the time such event became known to the Association or the employees or employees concerned, whichever shall be later.

8.5 Nothing in this Article shall diminish the right of any employee covered hereunder to present their own grievance up to Step 4 as set forth in Title 26, Maine Revised Statutes (M.R.S.) Section 967.

9. SAVINGS CLAUSE:

- 9.1 If any provision of this Agreement shall be contrary to any law or City Ordinance, such invalidity shall not affect the validity of the remaining provisions.

10. WAGES AND SALARIES:

10.1 Base Wages:

- 10.1.1 Employees in all pay grades will be paid pursuant to the pay plans attached as Appendix C1 - (FY2623), Appendix C2 - (FY27) and Appendix C3 - (FY28) and incorporated herein. ~~Pay plans for FY2724 - C2 and FY2825 - C3.~~

- 10.1.2 The aforesaid salary schedules consist of ~~thirteen~~eleven (1311) steps: a zero to one year step, six annual steps, a seven to ten year step, a ten to twelve year step, a twelve to fifteen year step, a fifteen to twenty year step, a twenty to twenty-five year step and a twenty-five+ year step. ~~and a fifteen + year step.~~ Employees progress on these salary schedules in accordance with time in position.

- ~~¶ 10.1.3 The City in its sole discretion may credit newly hired or promoted employees with experience for up to the 10 year step on the Salary Scale for similar work with similar scope and responsibility and for credentials and licenses above the minimum required for the job. The City shall notify the Union whenever employees are given such credit. Employees receiving such credit from the City for experience and credentials above the minimum required for the job that places them at a step on the pay plan beyond the first step and below the 10 year step shall advance to the next step in the pay plan in the timeframe designated between steps. Employees who start at the 10 year step on the pay plan shall advance to the 12 year step in the pay plan in their third year. At the time those employees are hired or promoted, existing employees in the same job title as the new or promoted employee, will be evaluated to determine whether they should receive credit on the salary schedule for reasons similar to those credited for the newly hired or promoted employee.~~

10.2 Evaluations:

- 10.2.1 Employees will be evaluated annually on their anniversary dates pursuant to the Performance Appraisal Program and the Employee Evaluation Form attached and incorporated as

Appendices D and E respectively.

10.3 Pay Day:

10.3.1 The parties agree to continue the practice of the Friday pay day unless mutually changed in writing.

10.3.2 All current and newly hired employees will have mandatory direct deposit for all monies owed by the City or they will receive a reloadable debit card.

10.4 The parties agree to meet and bargain over any additional cash or cash-equivalents that the City proposes to pay to Pro-Tech bargaining unit members outside of the collective bargaining agreement, including, but not limited to, bonus payments.

10.4.1 The City may continue to provide bonuses as part of its existing employee recognition and employee of the month programs, and may implement additional employee of the month programs in departments that do not have such programs as of July 1, 2023.

11. REGULAR HOURS OF WORK, OVERTIME/COMP TIME, CALL BACK PAY, AND NIGHT SHIFT DIFFERENTIAL AND HIGHER PAY FOR HIGHER CLASS WORK:

11.1 Regular Hours of Work:

11.1.1 Except as otherwise noted herein, the standard work week shall consist of 37.5 hours, excluding interruptions for lunch or meal periods. The scheduling of the week and hours of work for employees who are required to work a seven (7) day coverage shift shall be as determined by the appropriate Department Head.

11.1.2 Except as otherwise noted herein, the standard work day shall consist of seven and one-half (7 ½) hours per day as determined by the Department Head or designee; however, employees may be required to work additional hours when deemed necessary by the Department Head. Work schedules shall not be changed for the life of this Agreement, except for emergencies or for good cause, such as to achieve operating economies, to adjust to technological changes, to effect a change in work program, or to reflect a change in work site.

11.1.2.1 Two fifteen minute rest breaks will be allowed per shift,

one break on either side of the lunch or meal period.

11.1.3 Flexible work hours may be instituted with the approval of the appropriate Department Head. Approval shall not be withheld from an employee requesting flexible work hours for arbitrary or capricious reasons. In the event the change in work hours is not approved, and the employee requests an explanation for the denial, the Department Head or designee will provide the employee with the reason(s) for the denial in writing within ten (10) working days.

11.1.4 Public Works, Parks, Recreation and Facilities ~~Management~~ employees, Planning employees and part-time employees may be scheduled to work a regular shift in excess of seven and one-half (7 ½) hours, and such employees shall not be eligible for overtime except for hours worked in excess of forty (40) hours per week.

11.2 Overtime/Compensatory Time:

11.2.1 Overtime work in excess of the employee's regular work day, or the standard work week, shall not be voluntary on the part of the employees.

11.2.1.1 Any employee working a 37.5 hour regular work week will receive straight time pay for hours worked beyond their regular work day or work week that are not in excess of eight (8) hours per day or forty (40) per week. All hours worked in excess of eight (8) hours per day or forty (40) **hours** per week will be compensated at a time and one-half rate with the first five (5) hours being paid in ~~cash~~**the form of compensatory time**. These five (5) hours will be paid in **the form of compensatory time**~~cash~~ only if the employee and the Department Head ~~with written prior approval of the City Manager, or designee,~~ mutually agree that it will be paid in **the form of compensatory time**~~cash at the time and one-half rate~~.

11.2.1.2 Except as otherwise provided herein below, all other overtime shall be compensated in cash at the time and one-half rate.

11.2.1.3 All overtime must receive written authorization from the

Department Head or their designee prior to the performance of any overtime. The employee shall not be required to work overtime or be compensated for any overtime worked without prior written authorization.

- 11.2.1.4 No employee shall work, shall be required to work, or shall be permitted to work any time outside their regular work day or their standard work week without recording such time worked on the Department's official records and being compensated at the appropriate rate.
- 11.2.2 There shall be an option for voluntary work not consisting of the affected employee(s) normal work assignments as determined by the Department Head. If the voluntary special work assignment is accepted, the Department Head shall have the final discretion, after conferring with the affected employee(s) as to their payment preference, in determining the method of compensation to be paid at the employee's appropriate rate of pay. Any special work assignment shall be posted in the applicable Department and, if the interested employees are qualified, then the selection shall be made by seniority on a rotation basis. If a qualified employee elects not to perform the special work assignment, for the purposes of the rotation list, it shall be considered worked. In other words, the rotation list once begun does not provide for exceptions.
- 11.2.3 Except as otherwise provided herein where overtime is to be paid, a monetary rate or the equivalent in compensatory time, of one and one-half (1 ½) times the base hourly rate shall be paid for all work performed by employees covered by this Agreement during the work week in excess of forty (40) hours per week or eight (8) hours per day, but not for both.
- 11.2.4 For purposes of this section "Hours Worked" shall mean the following:
 - 1. Hours actually worked for the City of Portland in a position covered by this Agreement.
 - 2. Hours compensated for by holiday base pay.
 - 3. Hours compensated for by bereavement leave.
 - 4. Compensatory hours earned and used in accordance with this Article.
 - 5. Hours compensated for by vacation pay.

6. Hours compensated for by Earned Paid Leave (EPL)
7. Hours compensated for by city closure.
8. Hours compensated for by non-disciplinary or pre-disciplinary paid administrative leave.

11.2.5 For the purposes of this section, "Hours Worked" shall not include:

1. Hours compensated for by jury pay.
2. Hours compensated for by reserve service leave.
3. Hours compensated for by sick leave pay.
4. Hours compensated for by personal leave pay.
5. Hours compensated for by Holiday premium pay.
6. Hours compensated for by call-back pay.
7. Hours compensated for by disciplinary paid administrative leave.

11.2.6 An employee shall be entitled to ~~accrue~~~~accumulate~~ up to a maximum of ~~one hundredforty-five (10045)~~ hours of compensatory time ~~during the calendar year beginning with the first full week in January.~~ Any overtime worked subsequent to ~~the accrual~~~~accumulation~~ of ~~one hundredforty-five (10045)~~ hours of compensatory time ~~in the calendar year~~ shall be compensated by cash at time and one-half. All accumulated compensatory time will be cashed out on the ~~last~~~~first~~ pay date in December of each year.

When an employee is to separate from City employment, they shall be provided with a reasonable opportunity to use all accumulated compensatory time prior to separation, provided that the employee:

- (1) shall give sufficient notice of separation to permit use of such accumulated compensatory time as they desire to use and;
- (2) provided that all severance obligations are met prior to severance.

Any dispute as to whether the City provided a reasonable opportunity to use accumulated compensatory time will be subject to the grievance and arbitration procedure and, in the event that it is determined that a reasonable opportunity was not provided, the employee may be awarded monetary

compensation. Scheduling of compensatory time shall be on the same basis as scheduling of vacation leave under Article 13, VACATIONS.

11.3 Call Back Pay:

- 11.3.1 If an employee is called to work before the start of a regularly scheduled shift, ~~they~~~~s/he~~ shall be paid for all such hours worked at time and one-half with a minimum of two (2) hours at straight time to be paid.

11.4 Differential:

- 11.4.1 Except as provided in 11.4.2, 11.4.3, or 11.4.4 below, employees who work a night shift on a regular basis with fifty percent (50%) of the regular hours being worked after 6:00 p.m. shall receive a shift differential allowance of forty five cents (\$.45) per hour for the entire night shift. Employees who work a night shift on a regular basis with fifty percent (50%) of regular hours being worked after 11:00 p.m. shall receive a shift differential allowance of sixty-five cents (\$.65) per hour for the entire night shift.

- 11.4.2 Barron Center employees whose regular schedule includes a Saturday or Sunday will receive an additional \$1.00 per hour for the hours worked on that day.

- 11.4.3 Principal Registered Nurses at the Barron Center are eligible for the following shift differentials:

Weekday evenings (2 nd shift)	\$2.00 per hour
Weekday nights (3 rd shift)	\$3.00 per hour
Weekend days	\$2.00 per hour
Weekend evenings	\$3.00 per hour
Weekend nights	\$5.00 per hour

- 11.4.4 Parks, Recreation & Facilities employees who work a night shift shall receive a shift differential allowance of forty five cents (\$.45) per hour for hours worked after 6:00 p.m. and a shift differential allowance of sixty five cents (\$.65) per hour for hours worked after 11:00 p.m.

- 11.4.5 Jetport employees whose regular schedule includes a Saturday or Sunday will receive an additional \$.50 per hour for the hours worked on that day.

- 11.4.6 Jetport employees who work an evening or night shift will receive a differential as follows:

2nd shift (Shift starts at or after 12:00 PM up until 5:00 PM) \$.90 per hour

3rd shift (Shift starts after 5:00 PM and before 4:00 AM) \$1.30 per hour

11.5 Higher Pay for Higher Classification of Work:

- 11.5.1 An employee may be temporarily assigned to work in any position in a higher classification, if the need arises during a workday. Any employee who is temporarily assigned to work of a higher classification for which a higher rate of pay is applicable shall, if they perform such work for a minimum of one full hour, be paid at the minimum of the higher range or 3% above the employee's regular base wages, whichever is greater.

- 11.5.2 Payments made under this provision shall be for hours actually worked in the higher classification. Non-productive time such as holidays and sick and vacation leave shall not be compensated for at the higher rate.

- 11.5.3 Should an employee be temporarily assigned to work in any lower classification, they shall not suffer any reduction in their negotiated rate of pay while working.

11.6 Stand-by Pay

- 11.6.1 The stand-by payment will be one and one half (1.5) hours of pay at the employee's regular rate of pay per day on weekdays, weekends and observed holidays. In order to qualify for this payment, employees must be designated by their Department Head, or designee, to be on stand-by. The Department Head will make stand-by assignments from qualified volunteers when possible. The length of time they are designated to be on stand-by will be determined by the Department Head or designee. While on stand-by employees will be expected to be available to respond to calls ~~carry a beeper~~ and may respond to questions over the phone. They are also expected to report to the work site as needed. They will be paid in accordance with Article 11.3.1 if it is necessary for them to report to the work site. Except for these requirements employees are free to go about

their activities as usual.

12. HOLIDAYS:

12.1 The following ~~days~~ **holidays** shall be paid holidays for all employees covered by this Agreement:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Indigenous People's Day |
| 3. Presidents Day | 10. Veteran's Day |
| 4. Patriot's Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving Day |
| 6. Juneteenth (June 19th) | 13. Christmas Eve (1/2 day) |
| 7. Independence Day | 14. Christmas Day |

12.2 If any of the above holidays falls on a Sunday, the following Monday shall be the observed holiday. If it falls on a Saturday, the preceding Friday shall be the observed holiday.

12.3 For seven-day coverage employees, the Christmas and New Year's Day holidays will be celebrated on the actual holiday, not the day of observation.

12.4 For employees whose scheduled work week is the five days, Monday through Friday, the ½ day Christmas Eve holiday is to be observed only when the Christmas holiday falls on a Tuesday, Wednesday, Thursday or Friday.

12.5 If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day for the day of the observed holiday. This applies to part-time employees only if the observed holiday falls on an employee's regular work day.

12.6 **For permanent full-time employees, full-day holidays that fall on an employee's regularly scheduled day off and they do not work the holiday, they may elect to receive one of the following:**~~If a holiday falls on an employee's regularly scheduled day off, the employee will receive equivalent hours of base Holiday pay providing that employee is a full time (37.5 or 40 hour) employee.~~

- (1) **equivalent hours of base holiday straight time pay equal to the number of hours the employee normally works in a day during the week in which the holiday occurs;**

- (2) a full day off with pay in the same work week in which the holiday occurs.

Requests for a specific day off with pay in the same work week must be approved by the employee's supervisor or designee and may be denied and an alternative day selected if multiple employees request the same day off or operational needs prevent approval of such request.

12.7 Part-Time Employees: All part-time employees regularly scheduled to work 18.75 hours per week or more shall be entitled to holiday pay only if an observed holiday falls on their regularly scheduled workday. Except as provided in 12.9 below, they shall be paid only for the number of hours which they are regularly scheduled to work on that day of the week.

12.8 Holiday Premium Pay: Except as provided in Appendix B for part-time employees, employees who are required to work on an observed holiday (or the actual New Year's Day holidays in the case of seven day coverage employees) shall be paid their base holiday pay plus one and one-half (1-1/2) times their regular rate in cash or, at the employee's option in compensatory leave for all hours worked during the normal work shift of that employee. The use and disposition of compensatory leave upon separation shall be the same as provided in Paragraph 11.2.7 of "REGULAR HOURS..."

12.8.1 Employees who work on the actual Holiday on Thanksgiving Day or Christmas Day shall be entitled to their base holiday pay plus double their base hourly rate for all hours worked.

12.8.2 Any hours worked in excess of the number of hours the employee is normally expected to work during the above-described holiday period (12.8) shall be compensated at a rate of two (2) times the employee's base hourly rate.

12.9 Employees who work schedules other than the standard work schedule will receive base holiday pay equal to the number of hours the employee would be scheduled on the holiday.

13. VACATIONS:

13.1 Vacation leave shall be earned at the rate of .72 hours per week in the first through the second year of service; 1.44 hours per week in the third through the sixth year of service; 2.16 hours per week in the seventh

through nineteenth year of service; and 2.88 hours in the twentieth and succeeding years of service. ~~The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amounts of 37.5 hours, 75 hours, 112.5 hours and 150 hours.~~

- 13.2 Vacations shall be ~~approved or denied~~~~scheduled~~ by the Department Head so as not to interfere with normal work-flow requirements as determined by said Department Head. Subject to the foregoing, seniority of employees within the division will be the basis for scheduling vacations.

13.3 Maximum Accumulation:

Employees may accumulate, or carry over, earned vacation time on the following basis:

- a. All employees may accumulate up to a maximum of 200 hours of vacation leave. The payout for vacation leave for this section will be a maximum of 160 hours.
- b. Employees shall not earn, or carry on the books, more than the applicable maximum accumulation, including any time converted from sick leave to vacation leave pursuant to Article 16.6.
- c. In determining the amount of vacation time an employee can accumulate, only continuous permanent service shall be considered.¶
- d. ~~¶ Pro ration of the above vacation earnings and accumulation for employees working less than a 37.5 hour week shall be as determined by the Director of Human Resources.~~

- 13.4 Vacation Call-In Pay: Employees who are actually on scheduled vacation and are called in to work once the vacation has started shall be paid at a rate of two and one-half (2 ½) times their regular hourly rate for all hours worked up to eight (8) hours. Any hours worked in excess of eight (8) hours during vacation call-back time shall be compensated at a rate of three (3) times the employee's regular hourly rate. In addition, the employee called in from vacation shall have their time lost from vacation rescheduled.

13.54 Earned Paid Leave

- 13.54.1 Upon execution of this Agreement and pursuant to 26 M.R.S. Sec. 637, employees will accrue one (1) hour of Earned Paid Leave (EPL) for every forty (40) hours worked and shall be subject to

the City's personnel policies regarding EPL. EPL shall be credited and posted on a weekly basis.

- 13.54.2 Employees may accumulate up to a maximum of forty (40) hours of EPL in a calendar year. Unused EPL hours will roll over from one calendar year to the next, but employees will not be awarded more than 40 hours in a calendar year, including hours that are rolled over.
- 13.54.3 EPL may be used for 1) an emergency, illness, or sudden necessity; or 2) any reason other than emergency, illness, or sudden necessity, including vacation or personal time. Where EPL is taken for an emergency illness, or sudden necessity, the employee must make a good faith effort to provide as much notice as is feasible under the circumstances, and in accordance with the Department's regular procedures. Where EPL is taken for any reason other than emergency, illness, or sudden necessity, an employee must request to take EPL in accordance with the Department's regular procedures as outlined in article 13.2.
- 13.54.4 ~~Employees hired prior to January 1, 1979 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 240 hours. Employees hired on or after January 1, 1979 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 160 hours. Any accrued EPL over these amounts is forfeited at the time of termination of employment.~~
- 13.54.5 If at any time Maine's EPL law is rescinded, employees shall not earn any additional EPL and vacation leave accrual rates will be restored as follows: 1.44 hours per week in the first through the second year of service; 2.16 hours per week in the third through the sixth year of service; 2.88 hours per week in the seventh through nineteenth year of service; and 3.60 hours in the twentieth and succeeding years of service.

14. INSURANCE:

14.1 Life Insurance:

- 14.1.1 The present practice with respect to City and Pro-Tech employees' participation in the cost of MainePERS Basic Group Life Insurance and Accidental Death and Dismemberment Insurance will

continue. Dependent and Supplemental life insurance is also available at the employee's expense for those who participate in the group life insurance plan. The City reserves the right to obtain benefits substantially equivalent to the basic Maine Public Employees Retirement System Group Life Insurance Plan from an alternative source and to offer said alternative plan on the same terms as above during the life of this Agreement.

- 14.1.2 The City agrees to continue life insurance deductions on a pre-tax basis as provided by the Internal Revenue Service.

14.2 Medical Insurance

- 14.2.1 The City provides a self-insured health insurance benefits program with claims administration by a third-party administrator. The City reserves the right to implement changes to this primary plan that are recommended by the Health Insurance Advisory Committee and approved by the City Manager. The City's health plan has been implemented incorporating the principles of a value-based insurance design.

- 14.2.1.1 The City's health plan shall include a four hundred dollar (\$400) deductible for the single plan and eight hundred dollar (\$800) deductible for the family plan per year.

- 14.2.1.2 The City agreed to establish a reserve account of one hundred fifty thousand dollars (\$150,000) to be used as outlined by the Health Insurance Advisory Committee.

- 14.2.1.3 A member of the Pro-Tech bargaining unit shall be appointed to serve as the Pro-Tech employee representative on the Health Insurance Advisory Committee. The parties agree to participate in quarterly Labor/Management Advisory meetings to review claims experience data, evaluate the effectiveness of plan design changes, and discuss other health benefit issues of concern to either party.

- 14.2.2 ~~For employees who are hired into a permanent position on or after March 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and for one half (1/2) of the cost of the family subscription for an employee who is eligible for and who elects to have said family~~

~~medical insurance coverage. The City will pay fifty three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and who elects to have said family medical insurance.~~ The City will pay 85% of the medical insurance premium for an individual subscription per employee. Annually, the employee will have the opportunity to earn up to a 15% premium credit by meeting five (5) requirements of the City's wellness program. The City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and who elects to have said family medical insurance.

- 14.2.3 Employees who are members of the same family and eligible for more than one family subscription will be entitled to full or part payment, as appropriate, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions. Said subscription shall be on the same terms and conditions as specified in this section.
- 14.2.4 The City will provide the Association with thirty (30) days prior notice of any change in insurance provider, and the Union shall have ten (10) days thereafter within which to comment on such change.
- 14.2.5 The City shall begin payment on health insurance premiums on the first of the month following the employee's date of hire. Upon separation, any balance due for that month's employee premium will be deducted from the employee's final paycheck or balance billed if the final paycheck is insufficient to cover the amount due.
- 14.2.6 Re-opener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article and the salary article. The salary article shall only be reopened if the health insurance article is renegotiated and results in increased costs to employees and upon request of either party.
- 14.2.7 The City agrees to continue dependent care health benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City further agrees to continue pre-tax health care flexible spending accounts as provided by the Internal Revenue Service.
- 14.2.8 Except as provided in 14.2.910.1 below, the City agrees to

continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service.

- 14.2.9 For the purposes of this article "family" is defined as spouse or domestic partner, and dependents. To enroll a domestic partner on the City's health insurance plan, the employee must satisfy the City's eligibility requirements for claiming an individual as a domestic partner. The tax treatment of the domestic partner portion of health benefits coverage shall be governed by state and federal law as well as the Internal Revenue Service (IRS).

14.3 Income Protection and Dental Insurance Deductions:

- 14.3.1 The City agrees to provide an income protection plan of its own choosing for employees and to permit employees to participate in such programs at their own cost and through payroll deductions. The City reserves the right to modify its income protection plan at any time.
- 14.3.2 Employees may participate in any dental insurance plan which may be made available to employees at their own cost and through payroll deductions. Employees may enroll a spouse and dependent children on the plan; employees may enroll a domestic partner on the plan providing the employee satisfied the City's eligibility requirements for claiming an individual as a domestic partner. In no case shall the City be required to make a dental insurance plan available to employees.

15. PENSIONS:

- 15.1 The City is a participating local district under the Maine Public Employees Retirement System (MainePERS). Permanent/project employees who work a normal work week of 21 hours or more per week are required to join the retirement system program in accordance with the MainePERS Rules, or join the City's alternative 401(a) plan as provided below. **Transfers between MainePERS and the 401(a) plan may only be made in compliance with MainePERS laws and rules.**~~The employee's decision to join either plan may be irrevocable for all periods of employment with the same employer as per MainePERS laws and rules.~~
- 15.1.1 The City shall continue to participate in the Maine Public Employees Retirement System (MainePERS) Regular Plan, **Rule 94-411, Chapter 803, Sec. 7, Paragraph 1 (Regular Benefit Plan AC).**~~as described in M.R.S. Sec. 18451-A ("AC Plan") The City~~

~~further agrees to continue to participate in the cost of pension payments under the options presently in effect. The MainePERS Board of Trustees may establish by rule the rate at which members (employees) who participate in the AC Plan, and the City as an employer, contribute to that plan.~~

15.1.2 The City currently offers a 401(a) defined contribution qualified pension plan to new hires and current employees as an alternative to participation in the Maine Public Employees Retirement System (MainePERS) plan. Each participant has a plan account to which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at retirement or eligible event. ~~The employer contribution rate shall be 7.5%. For all employees who began employment before July 1, 2019, the employee contribution rate is 7.8%. For all employees who began employment on or after July 1, 2019, the employee contribution rate is 7.5%. The employee contribution rate shall be 7.05% and the employer contribution rate shall be 7.5%.~~

15.2 The City agrees to continue to participate in a qualified deferred compensation plan for permanent part-time employees who work 20 hours or less per week. The deferred compensation plan provides for immediate vesting and optional withdrawal of the account balance upon the employee's termination.

15.3 The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service.

16. SICK LEAVE:

16.1 Sick leave shall accrue at the rate of 1.73 hours ~~(1.85 hours per week for employees whose standard hours are 40 hours per week)~~ for each full payroll week of service accumulative with unlimited accumulation. ~~Full-time employees that work three (3) 12.5 hour shifts shall accrue at a rate of 2.884 hours per week. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 90 hours.~~

16.2 Employees who have been injured while performing an official duty shall be paid for the time lost on the day of injury. Such pay will not extend beyond the normally scheduled work shift, exclusive of compensatory time. Such time lost will not be charged to sick leave.

16.3 Sick leave may be used only in the following cases:

- a. Personal illness or physical incapacity, including pregnancy or related disability (including, but not limited to, miscarriage, abortion, childbirth, child-rearing, and recovery therefrom), which is defined as a condition of such a degree as to render the employee unable to perform the duties of their assigned position, or of any other work the employee is capable of doing and to which they are assigned, provided the employee accepts such other assignment. If requested, the employee shall furnish the Department Head a certificate from the attending physician.
- b. Attendance upon members of the family within the household of the employee, including relatives of the domestic partner, when their illness requires care by such employee not to exceed twelve (12) days per year. If requested, the employee shall furnish the Department Head a certificate from the attending physician.
- c. Attendance upon members of the immediate family not living within the household, including relatives of the domestic partner, when the provisions of Article 18.7 are met. Such requests will be processed as Family Medical Leave requests and all provisions of Article 18.7 will apply to such requests.
- d. Scheduled medical and/or dental appointments.

16.4 Employees who wish to use sick leave to care for a domestic partner or member of their family in accordance with 16.3 about must satisfy the City's eligibility requirements for claiming an individual as a domestic partner, including domestic partner and their relatives who live within the household of the employee.

16.5 Abuse of sick leave shall be grounds for disciplinary action.

16.6 Conversion to Vacation Leave:

Any permanent employee working the standard work week who uses the equivalent of two or fewer sick days within any consecutive 12 month period may elect to convert six days (45 hours) of accrued sick leave to five days (37.5 hours) of vacation leave. (For 40 hour work week employees, they may elect to convert 48 hours of accrued sick leave to 40 hours of vacation leave).

Alternatively, an employee who has 12 or more years of permanent City

service and a sick leave balance of no less than 720 hours, may elect to convert six days (45 hours) of accrued sick leave to five days (37.5 hours) of pay at their regular hourly rate. (For 40 hour work week employees, the sick leave balance must be 768 hours and they may elect to convert 48 hours of accrued sick leave to 40 hours of pay at their regular hourly rate).

Employees may make one of the above elections only once for any consecutive 12 month period, and only once during any 12 month period.

The conversion of sick leave to vacation leave shall not be permitted if doing so would result in exceeding the maximum permitted vacation accumulation.

The Director of Human Resources shall determine the rates applicable for the conversions outlined above for permanent employees working other than the standard work week of 37.5 hours, and the proration of the above conversion rates for part-time employees.

16.7 Conversion to personal leave:

Any permanent employee working the standard work week who has been employed by the City for twelve (12) consecutive months as of the beginning of the fiscal year is eligible to convert up to two (2) days or sixteen (16) hours of previously earned sick leave to an equivalent amount of personal leave. Eligible employees may make that election during the months of July for that fiscal year. Employees who reach their one (1) year anniversary during the fiscal year may make their election during their anniversary month for that year only.

Sick leave will be converted to personal leave at the time the conversion is elected. The personal leave balance will change as personal time is used. At the end of each fiscal year, each employee may elect one of the following options: (1) convert unused personal leave to sick leave; or (2) retain unused personal leave for use in the next fiscal year; or (3) convert additional sick to personal leave, but in no event shall the employee's personal leave balance exceed two (2) days at any time. Neither conversion of sick leave to personal leave or the subsequent use of personal leave under this section shall be considered to be use of sick leave for purposes of Section 16.5.

The employee will give the Department Head or designee as much advance notice of the use of personal leave as the circumstances permit;

and in any case the employee will notify the Department Head or designee of the use of personal leave in the same manner as required for sick leave. When using personal leave time, the employee is not required to give the reason for use of such time.

Personal leave balances are not payable at separation from employment. However, an employee shall have the option at separation to convert unused personal leave to sick leave.

17. LEAVES OF ABSENCE:

17.1 Short-Term Leave of Absence:

17.1.1 A regular employee may be granted a leave of absence without pay by a Department Head when approved by the Director of Human Resources, for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) days. The employee requesting such leave must make a written request at least two (2) weeks in advance of the date the leave is requested to begin, unless the reason for such a leave is of such an emergency nature as to preclude this requirement.

17.2 Special Leaves (Long Term):

17.2.1 The City Manager, upon the recommendation of the Department Head and the Director of Human Resources, may authorize special leaves of absence with or without pay for any period or periods not to exceed one (1) calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring the employee's attention for an extended period, such as settling an estate, liquidating a business; or for purposes other than the above that are deemed beneficial to the City service. The employee requesting such special leave must make written request at least two (2) weeks in advance of the date leave is requested to begin, unless the reason for such leave is of such an emergency nature as to preclude this requirement.

17.3 Extended Medical Leaves of Absence:

17.3.1 Should an employee not be eligible for or have otherwise exhausted other available leave, such as FMLA, or require an

extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal law including but not limited to the Family and Medical Leave Act and the Americans with Disabilities Act.

The initial period of disability leave will be processed as Family Medical Leave under state and/or federal law where applicable. ~~Should an employee not be eligible for or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal law including but not limited to the Family Medical Leave Act and the Americans with Disabilities Act. Pursuant to the Americans with Disabilities Act (the "ADA") and other applicable Maine law, the City shall provide a reasonable accommodation for a qualified employee with a disability, unless such accommodation would cause an undue hardship on the City. In some instances, a reasonable accommodation may take the form of an extended unpaid leave of absence. The employee must inform the City of the need for an accommodation and should do so as soon as practicable upon becoming aware that a workplace barrier exists. If the need for an accommodation is not obvious or the employee has not already provided information to substantiate their qualifying medical condition, the City may request documentation of the individual's medical condition. The City may request clarification concerning the nature of the medical condition and the employee's limitations in order to identify an appropriate reasonable accommodation. The City and the employee shall engage in an interactive process to determine an effective reasonable accommodation within as quick a timeframe as is practicable under the circumstances.~~

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~~If leave is determined to be necessary, the initial period of disability will be processed as Family Medical Leave twelve (12) weeks under the Federal law or ten (10) weeks under the Maine law, if the disability is a serious health condition as defined by the Family Medical Leave Act and the employee is otherwise eligible:~~

- 17.3.2 Except for emergencies, the employee shall submit written notification to their respective Human Resources representative at

least two (2) weeks prior to their anticipated departure stating the probable duration of the leave. The Human Resources representative may require the employee to provide a statement from their physician setting forth (a) the anticipated duration of the disability, and (b) whether they may continue to perform their work assignments.

- 17.3.3 Upon written request of the employee submitted to their Human Resources representative at least two (2) weeks prior to the expiration of the granted leave, and at the discretion of the City Manager, after recommendation of the Department Head and the Director of Human Resources, a disability leave of absence without pay may be extended or renewed for an additional period of time.
- 17.3.4 Disability leaves of absence, including extensions and renewals, will not be approved in excess of twelve (12) months from the start of the leave. At the expiration of the twelve months, any requests for extension beyond twelve (12) months will be evaluated according to physician recommendations and in accordance with applicable law.
- 17.3.5 Accumulated sick leave benefits shall be applied to any portion of the requested or required leave so eligible, but cannot be used to extend a disability leave beyond the twelve (12) month period.
- 17.3.6 Disabilities caused or contributed to by pregnancy are, for all job-related purposes, temporary disabilities. Requests for pregnancy leave shall be made under paragraph 17.3.1, Disability Leave.
- 17.4 Failure on the part of an employee to return to work on the expiration of the granted leave without having arranged for an extension or absence from work without a written request for an approval of an extension of the leave shall be deemed a resignation from service.
- 17.5 Employee's requests for leaves of absence under this Article shall not be denied in an arbitrary or capricious manner, **but remain discretionary with the City except where required by state and/or federal law.**
- 17.6 For leaves of absence taken in accordance with this article, the City will continue the employee's health insurance coverage, and the employee may use accrued sick or vacation credits during such leave. The employee will accrue holiday, vacation or sick leave credits during the first twelve

(12) weeks of such leave, regardless of whether or not the employee is using any accrued sick or vacation leave during such time. After the first twelve weeks, there will be no further accrual of holidays, sick or vacation leave. Seniority, however, will accrue during the term of the leave.

18. OTHER LEAVE:

18.1 Bereavement Leave: An employee shall be excused from work for up to five (5) work days because of death of a child, spouse, parent, domestic partner or child of domestic partner, ~~and up to three (3) calendar days because of death in their immediate family, as defined below, and one (1) calendar day because of death in their extended family, as defined below,~~ and shall be paid their regular rate of pay for the scheduled working hours missed. Hours paid per day under this Article will equal the number of hours the employee is regularly scheduled to work that day. ~~It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.~~ Immediate family is defined to mean foster children, ~~siblings~~brothers, sisters, half-siblings ~~brothers,~~ half-sisters, ~~parent~~mother-in-law, ~~father~~-in-law, grand-parents, grandchildren, step-children, step-parents, ~~siblings~~sister ~~in-law,~~ brother-in-law, and other relatives living in the employee's household. ~~Extended family is defined as uncles, aunts, first cousins, nieces, and nephews.~~ Immediate and extended family also includes members of a domestic partner's family similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner. An employee may use up to three (3) more days of bereavement leave, chargeable to sick leave, immediately annexed to the first three (3) calendar days if in the sole opinion of the Department Head the additional time is needed for travel or because of other extenuating circumstances.¶

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~~18.2 Funeral Leave: In the event of the death of an uncle, aunt, first cousin, niece, or nephew, one (1) day (the employees' regular scheduled hours for that day) may be used for attendance at the funeral. One day of funeral leave may be used to attend the funeral of a relative of a domestic partner providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.~~

18.23 Jury/Witness Duty Leave:

18.23.1 An employee shall be excused from work when required to respond to a summons for jury duty, to serve as a juror, or to attend court for prospective jury service. In such cases, the City agrees to pay the employee the difference between their regular pay and juror's pay, under the following procedure:

- a. The employee will continue to be paid their regular weekly wages during the time they are fulfilling their obligations as a juror.
- b. The employee will provide the City with an official statement of their juror's pay as soon as possible.
- c. If such juror's pay is less than the employee's regular pay for the period served as a juror, the employee shall submit to the City the entire amount of the juror's pay.
- d. If such juror's pay is equal to or greater than the employee's regular pay for the period served as a juror, the employee shall submit to the City that amount of the juror's pay which is equal to the amount paid to them by the City for the period served as a juror.

18.23.2 Employees who are subpoenaed to appear as a witness in a case, other than as a plaintiff, shall be excused from work and shall be paid their regular weekly wages during the time they are required to be at court to be a witness. The employee agrees to turn over all witness fees received for such appearances and to turn over such fees to the City upon its receipt on the same terms outlined in Paragraphs (c) and (d) above.

18.23.3 Employees required to report for possible jury duty or as a witness agree to inform the City as soon as possible of such notice to report and any subsequent obligations and to return to work promptly after such jury or witness duties are completed.

18.34 Military Leave: Military leave and any right to re-employment after such leave shall be available to employees under the terms and conditions of applicable federal and/or state law. Any person restored to service under such law shall be restored with accrued seniority. However, no vacation, sick leave or other benefits shall accrue during the period of the employee's absence while in the military service to the point of restoration to City service.

18.45 Reserve Service Leave: Reserve service leave shall be available to employees who are members of the organized military reserves or National Guard, under the terms and conditions of applicable federal and/or state law. For any period of Reserve Service Leave of up to three (3) weeks in any calendar year, the City will pay the difference between

the employee's total service pay for said field duty and the employee's regular compensation, the sum of both payments to equal the regular week's pay of the employee had they been in the City service during this period. The employee using Reserve Service Leave shall furnish their Department Head with an official statement of reserve service pay received.

18.56 Any disputes as to rights under applicable federal and/or state law in regard to military leave and reserve service leave are not arbitrable but may be determined by a court of competent jurisdiction.

18.67 Family Medical Leave:

18.67.1 FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. ~~Consistent with the applicable state or federal Family and Medical Leave law, employees may be eligible for unpaid, job protected leave of up to twelve (12) weeks.~~ Requests for leave pursuant to this provision shall be made to the appropriate department Human Resources representative and will be administered in accordance with the applicable law, as may be amended from time to time. An employee who has been employed for twelve (12) consecutive months and has worked 1250 hours in the last twelve months may be entitled to up to a total of twelve (12) weeks of Family Medical Leave in any twelve (12) month period. The twelve month period during which Federal FMLA leave this entitlement may occur is measured backward from the date of the employee's current request for leave to begin. ~~The leave shall be an unpaid leave unless the Employees may elects to use accumulated vacation leave or accumulated sick leave during a family or medical leave, if permissible under applicable law.~~ The employee must give at least 30 days' notice of the intended date upon which Family Medical Leave will commence and terminate, unless prevented by medical emergency from giving that notice. ~~Leave may be consecutive, intermittent, or on a reduced hour schedule if the employee and the City agree, or if medically necessary.~~ Upon request, the employee shall provide medical certification, in the form of a completed City of Portland Health Care Provider Certificate Form, of the need for the leave. ~~FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. If the requirements, benefits, definitions and/or scope of FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement.~~ ¶



~~18.67.1.1 Employees may obtain specific information pertaining to state and/or federal FMLA laws, requirements, benefits, definitions and/or scope of FMLA changes through the Department of Labor (DOL) web site, which may be accessed by www.portlandmaine.gov > Departments > Human Resources > Policies > Family Medical Leave > U.S. Department of Labor.~~



~~18.67.2 Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner or child or parent of a domestic partner must satisfy the City's eligibility requirements for claiming an individual as a registered domestic partner.~~

19. UNUSED SICK LEAVE UPON RETIREMENT, LAYOFF, RESIGNATION, OR DEATH:

19.1.1 Retirement and Resignation Benefits

For retiring and resigning employees of good standing with at least three (3) but less than ten (10) years of continuous permanent service with the City, payment shall be one-fifth (1/5) of accumulation with a maximum payment of twenty-four (24) days; for retiring and resigning employees of good standing with at least ten (10) but less than twenty (20) years of continuous permanent service with the City, payment shall be one-half (1/2) of the accumulation with maximum payment of forty-five (45) days; for retiring and resigning employees of good standing with twenty (20) or more years of continuous permanent service with the City, payment shall be one-half (1/2) of the accumulation with maximum payment of ninety (90) days.

Good standing is considered to be at least two (2) weeks' notice of resignation or retirement. ~~When an employee retires from continuous permanent active service with the City and is immediately eligible for retirement benefits, they shall be entitled to receive an amount equal to their salary at the time of retirement for one half (1/2) of the accumulated sick leave up to a maximum of ninety (90) days of pay, provided the employee has a minimum of sixty (60) days of unused sick leave accumulated. Retiring employees with less than sixty (60) days shall not receive any payment.~~

19.1.2 Layoff Benefits

When an employee is laid off from continuous permanent service with the City, the employee may elect to receive an amount equal to their salary at the time of lay-off for one-half (1/2) the number of days for unused sick leave which the employee has accumulated, provided that the maximum payment shall not exceed an amount equal to wages for ninety (90) days.

19.2 In the event of death before retirement ~~or resignation~~ of an employee covered by this Agreement, unused sick leave shall be paid, subject to the limitations set forth above ~~for retiring persons~~, as follows:

19.2.1 To a beneficiary designated in writing by the employee providing that the designation is in a form approved by the City and is on file in the employee's personnel file in Human Resources at the time of death. The City reserves the right to maintain the payment in escrow in the event of any dispute as to entitlement to such payment.

19.2.2 If there is no such designated beneficiary on file, then payment shall be made to:

- a. If said employee leaves a widow or widower, with whom they were living with at the time of death, then to such widow or widower.
- b. If no such widow or widower, then to any surviving child or children in equal parts (including adopted children), or in the case of a minor child or children, to the guardian thereof.
- c. If no such widow, widower, child or children, then to the surviving parent, or parents, if any, of such employee.
- d. If no such survivors under paragraphs a-c above, then to the estate of the employee.

19.3 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of the total accumulated unused sick leave balance, up to the maximum of one hundred eighty (180) days, in the order outlined in paragraph 19.2 above.¶

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~~19.4 For resigning employees of good standing with more than three (3) but less than ten (10) years of continuous permanent service with the City,~~

~~payment shall be one fifth (1/5) of accumulation with a maximum payment of twenty four (24) days; for resigning employees of good standing with ten (10) or more years of continuous permanent City service, payment shall be one half (1/2) of the accumulation with maximum payment of forty five (45) days. A good standing resignation is considered to be two (2) weeks' notice of resignation.~~

20. CLOTHING:

- 20.1 The City will continue to provide lab coats to Public Health staff upon request. Replacement shall be provided by the City on an "as needed" basis as determined by the Director of Health and Human Services or their designee. Said Director or designee shall determine what is required and may promulgate guidelines concerning clothing which are not inconsistent with this Agreement.
- 20.2 The employees agree that uniforms and/or clothing furnished to them by the City shall be worn while on duty for the City and only while on City duty. The employees further agree that such clothing shall be reasonably maintained to present a neat and clean appearance.
- 20.3 The City will provide the Aquatics ~~staff~~**Supervisor** with one (1) pair of gloves, one (1) pair of boots, two (2) pairs of coveralls, or one (1) rain jacket and one (1) pair of rain pants **and (3) T-shirts**. Thereafter, replacements will be made at the discretion of the Director of Parks, Recreation and Facilities or their designee.
- 20.4 Individual Division Heads shall have the authority to determine appropriate footwear and outerwear for employees in their divisions. The City agrees to pay a lump sum payment of two hundred **and fifty** dollars (\$~~2500.00~~) per fiscal year for the purchase of OSHA and ANSI approved safety footwear and eyewear for all engineering personnel covered by the Department of Public Works Safety Work Rule on work boots.

In addition, the following positions will also receive a lump sum payment of two hundred **and fifty** dollars (\$~~2500.00~~) per fiscal year for the purchase of OSHA and ANSI approved safety footwear and eyewear:

Facilities **Coordinator (HHS)**
Facilities Manager
Technical Director
Assistant Technical Director
Development Review Coordinator
Airport **Project** Engineer

HSC Shelters
HSC Case Managers
Project Manager
City Arborist
HVAC Coordinator
Marijuana Compliance Officer

Airport Operations Coordinator
Airport Operations Duty Officer
Airport Operations Supervisor

IT Network Technician
IT Systems Technician -Jetport

Footwear purchases may include inserts. Employees are expected to report to work with the appropriate safety footwear necessary to perform their job. Engineering, the IT Network Technician, IT Systems Technician, Facilities Tech Coordinator and Facilities Management employees whose job requires them to work outside for extended periods of time may use a portion of their annual footwear allowance to maintain or supplement the initial purchase by the City of outerwear consisting of either an insulated jacket or insulated coveralls (Carhartt or like).

20.4.1 The City will provide an insulated jacket or insulated coveralls to new Engineering employees upon completion of their probationary period.

20.5 The parties mutually agree that the City shall provide three (3) long sleeve shirts and three (3) pairs of pants to the Parking Garage Site Manager. The employee shall maintain such clothing to present a neat and clean appearance. This clothing shall be worn while on duty for the City and only while on duty for the City. Replacements shall be provided by the City on an "as needed" basis as determined by the Parking Manager or their designee up to a maximum of 3 uniforms per year. A jacket is also provided to the employee in the above job classification for wear at the worksite. The jacket is left in the office area at the end of the work day.

20.6 The Public Works Director may extend the provisions of 20.4 to non-engineering personnel whose work involves regular exposure to foot hazards. The appropriate Division Head will determine what constitutes appropriate footwear.

20.7 Employees eligible for the safety footwear will receive a lump sum payment of two hundred and fifty dollars (\$250.00) the first full pay period each July for the purchase of safety footwear or eyewear. Any new employees will receive the lump sum payment after the six month probationary period has been met and then annually in July. There are no rollover provisions for safety footwear.

20.8 The City agrees to pay a lump sum of two hundred and fifty dollars (\$250.00) per fiscal year for necessary clothing for use at the Barron Center for the following positions:

Principal Registered Nurse

Laundry Supervisor

- 20.9 Whenever Pro-Tech staff are required to wear clothing bearing the City of Portland logo, the City of Portland will procure and provide said clothing to any Pro-Tech employee.

21. FILLING OF JOB VACANCIES:

- 21.1 For purposes of this Article, a job vacancy shall be determined to exist only after official City approval to fill the vacant position has been obtained. Except as provided below in 21.1.1, job vacancies shall be posted on Departmental bulletin boards for a minimum of seven (7) working days and a copy shall be forwarded to the President of the Association. The selection criteria shall be used to determine if candidates, in-house or outside, are qualified for the position. The selection criteria applied shall be in accordance with the current job description, job specification, and posting. If there are qualified applicants and unless there are unusual or emergency circumstances, the vacancy shall be filled within ~~sixty~~~~thirty~~ (630) working days from the date of application closing, which date shall appear on the posted notice. This time limit may be extended by the City, when in its sole discretion it is necessary to do so, but to a date not to exceed ~~seventy five~~~~sixty~~ (7560) calendar days from the application closing date.

- 21.1.1 The City is not required to post job openings prior to offering that opening to a bargaining unit employee in order to fulfill its requirement to make reasonable accommodation in accordance with federal or state law.

- 21.2 Employees in any City Department may apply for unit vacancies which are posted. The City will evaluate applicants who have submitted an application by the posted submission deadline as follows:

- 21.2.1 In-house applicants who are in the same job classification as the posted position, but who work in another Division or Department, are considered to be suitable transfers and will receive first consideration providing the City determines that they are qualified in accordance with the selection criteria. In order to be considered a suitable transfer, the applicant must satisfy all requirements of work and necessary special requirements outlined in the selection criteria.

- 21.2.2 If there are no in-house applicants who meet the definition of

suitable transfer, the City will evaluate all other applicants in accordance with the selection criteria. Between applicants including non-city employee applicants who the City considers to be equally qualified, the position will be filled by an in-house applicant.

- 21.3 Employees who have completed training courses satisfactorily as determined by the City shall be given a preference for promotion over other applicants, provided that the training relates directly to the duties and/or skills required for the promotional position, and the employee is otherwise qualified for the position.
- 21.4 If an individual unit applicant for a position has cause for disputing the choice of the City, the employee may appeal the City's action using the established grievance procedure.
- 21.5 The City in its sole discretion may credit newly hired employees with experience for up to the 10 year step on the Salary Scale for similar work with similar scope and responsibility and for credentials and licenses above the minimum required for the job. The City shall notify the Union whenever employees are given such credit. New hires receiving such credit from the City for experience and credentials above the minimum required for the job that places them at a step on the pay plan beyond the first step and below the 10 year step shall advance to the next step in the pay plan in the timeframe designated between steps. Employees who start at the 10 year step on the pay plan shall advance to the 12 year step in the pay plan in their third year. At the time those employees are hired, existing employees in the same job title as the new employee, will be evaluated to determine whether they should receive credit on the salary schedule for reasons similar to those credited for the newly hired employee.
- 21.65 Upon promotion an employee shall be compensated at the minimum of the appropriate pay grade range or shall be placed on the salary step which provides a minimum of a 5% salary increase, whichever is greater. The City in its sole discretion may credit newly promoted ~~or newly hired~~ employees with experience for up to the 10 year step on the Salary Scale for similar work with similar scope and responsibility and for credentials and licenses above the minimum required for the job. The City shall notify the Union whenever employees are given such credit. At the time the employee is promoted, existing employees in the same job title as the newly promoted employee, will be evaluated to determine whether they should receive credit on the salary schedule for reasons similar to those credited for the newly promoted employee. The employee's new

anniversary date shall be as of the effective date of the promotion and subsequent step movement shall be in accordance with the collective bargaining agreement. At no time shall an employee be paid more than the maximum of the assigned pay grade range.¶

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~~21.5.1 The Barron Center may hire new Principal Registered Nurses up to the ten (10) year step in the appropriate pay plan based on prior experience as a licensed RN. Prior experience will be determined by crediting one (1) year for every one (1) year of prior experience as a licensed RN care provider. Furthermore, a licensed RN can receive credit for experience in a lesser classification (CNA or LPN). In this case an RN can receive one year of credit for every two years of work as either a CNA or an LPN. New hires will be required to provide documentation of their prior relevant experience prior to receiving advanced pay placement and subsequent step movement will be based on this initial service credit plus permanent continuous service with the City in the same classification. This advanced placement is for pay purposes only and does not affect any other benefits, including seniority.~~

22. DISCIPLINARY PROCEDURE:

- 22.1 Should any Department adopt disciplinary rules and work rules during the term of this Agreement, such rules will be posted within the Department and a copy provided to the Association's President within five (5) days of the effective date of said rules.
- 22.2 ~~Following completion of the probationary period,~~ aAll suspensions, demotions, and discharges shall be for just cause (including, but not limited to, violations of any rules adopted as provided above) and written notice of the reasons for suspensions, demotions, or discharges shall be stated in writing to the employee affected and the Association's President within five (5) days after the effective date of the action.
- 22.3 Written warnings shall be removed at the employee's request from the personnel file after a period of two years provided there has not been a recurrence of that offense during that two year period.
- 22.4 Suspensions shall be removed at the employee's request from the personnel file after a period of five years provided there has not been a recurrence of that offense during that five year period.

23. BULLETIN BOARDS:

- 23.1 The City shall permit the reasonable use of bulletin boards by the

Association for the posting of notices of non-controversial nature relating to Association business.

24. ACCESS TO PREMISES:

- 24.1 With the permission of the appropriate Division Head, such permission not to be arbitrarily withheld, representatives of the Association may enter City premises for the investigation of pending disputes under the contract. A list of authorized Association representatives who may enter City premises shall be furnished by the Association within forty-five (45) days of the effective date of this Agreement to the Department Heads, Division Heads, and Director of Human Resources.

25. SENIORITY AND PERSONNEL REDUCTIONS:

- 25.1 In the event of lay-offs, reductions will be by seniority and within classifications. Employees in an affected classification will be laid off solely on the basis of seniority. Seniority is defined as continuous permanent City service, both permanent full-time and permanent part-time. Project employees are excluded from this provision. They have no bumping rights and they may not be bumped. The least senior employee in the affected classification will be laid-off first. Employees faced with lay-off may exercise bumping rights in the following sequence:
- a. An employee who would be laid off will first be offered any equal vacant positions in the unit which the employee is qualified to perform, as determined by the City.
 - b. If there are no equal vacancies to which the employee can transfer, they may bump the least senior employee in an equal position in the unit which the employee is qualified to perform as determined by the City.
 - c. If there are no least senior employees in an equal position, the employee faced with lay-off may bump the least senior employee in a lesser position in the unit which they are qualified to perform, as determined by the City or may bump into a lesser vacant position in the unit.
 - d. Notwithstanding their position on the seniority list, Association officers and Board of Directors, in the event of lay-off only, shall be the last employees to be laid-off, provided they can perform the work available. After other employees have been laid-off, and subject to the foregoing, officers and members of the Board of

Directors shall be laid off in the following manner:

Board of Directors
Secretary
Treasurer
Vice President
President

- e. Determinations by the City as to qualifications shall not be arbitrary or capricious.
- 25.2 Employees faced with lay-off may opt to accept the lay-off rather than exercising bumping rights as outlined above.
- 25.3 Any employee who transfers into a vacant position or who bumps into a position shall be compensated at the rate provided in this Agreement for that classification **and at their current step**. No employee can transfer or bump into a promotional position.
- 25.4 Employees who are laid off will receive all separation pay they are entitled to, and will have a 15-month recall period to the classification from which they were laid off.
- 25.5 Temporary Breaks or Shutdowns: Seasonal breaks or temporary breaks in recreation programs resulting from financial constraints will not be deemed to be a lay-off of recreation employees considered as permanent under Appendix B, Section I. The temporary breaks or shutdowns shall be by program area. Permanent part-time employees will be affected by program shutdowns before permanent full-time employees. Such employees will be permitted to use any earned vacation time during such breaks. In the event of a partial shutdown of programs for the above temporary breaks, employees regularly assigned to the affected programs shall have no seniority, bumping, or recall rights to other positions during such shutdown.

26. SAFETY:

- 26.1 The employees covered by this Agreement shall observe reasonable safety standards while on duty for the City. This shall include, but is not limited to, the wearing and use of safety equipment provided by the City and the observation of safety rules established and posted by the City. Failure to abide by such reasonable safety standards may result in disciplinary action.

- 26.2 Departmental Safety Committees shall function to establish and review safety procedures in the bargaining unit and will make advisory recommendations to Department Heads. The Department Head or designee shall respond to all written recommendations from the Safety Committee within thirty (30) days. The Safety Committee shall be composed of at least as many labor representatives as management representatives. The Union will appoint labor representatives and alternates to serve on departmental Safety Committees unless there is agreement between the City and the Union which modifies representation. The Workers Compensation/Safety Programs Manager or designee shall provide technical assistance to the Committee. The Workers Compensation/Safety Programs Manager or designee shall hold the tie-breaking vote regarding advisory recommendations to the Department Heads.
- 26.3 Departmental Accident Review Committees shall function to recommend accident prevention methods, determine preventability of employee vehicle accidents, and make recommendations for improvement to fleet safety policy. These departmental committees shall be composed of at least as many labor representatives as management representatives and will include a safety professional to chair the committee.

27. ON-THE-JOB INJURIES:

- 27.1 Employees who have been injured while performing an official duty shall be paid for the time lost on the date of injury. Such pay will not extend beyond the normally scheduled work shift, exclusive of compensatory time. Such time lost will not be charged to sick leave.
- 27.2 Transitional Work:
- 27.2.1 It is the goal of the City of Portland to assist an employee who sustains a work-related injury to return to the positions they held at the time of their injury. To that end, the City has defined specific work assignments or "Transitional Work" that will be made available to those workers who, in the judgment of the City, will probably be able to return to "Regular Work" within three years of the date of injury. This decision will be based in part on information provided by health care professionals.
- 27.2.1.1 "Transitional Work" is defined as a temporary job assignment ~~created~~~~defeated~~ for the purpose of this provision or a regular job assignment that has been modified to eliminate or significantly limit one or more

of its essential functions temporarily for the purpose of this provision.

27.2.1.2 "Regular Work" is defined as the position the employee held at the time of injury or, in the event that position is not available, another suitable position.

27.2.2 Eligibility:

Participation in the Transitional Work Program will be made available to injured workers of the City who have sustained injuries arising out of and in the course of their employment with the City when medical evidence demonstrates that participation in Transitional Work will assist the injured employee to return to Regular Work. Injured workers will be eligible for placement in the Transitional Work program for a period of up to three (3) years after the date of initial injury. In order to be eligible for assignment to Transitional Work, an employee (1) must have sustained an injury arising out of and in the course of employment with the then City of Portland; (2) must have the approval of a treating physician; and (3) must sign a Transitional Work Agreement. The City will provide Transitional Work within the injured employee's department providing such work is available.

See Appendix F for a Transitional Work agreement.

27.2.3 Duration of Assignment:

An employee who meets the eligibility requirements in this policy will be assigned to the next available Transitional Work assignment and will be permitted to work up to ninety (90) days. If at the end of the ninety (90) day period, the employee has not been released to Regular Work, the employee will no longer be eligible for Transitional Work unless further medical evidence is presented that permits the City to believe that, with reasonable further periods of Transitional Work, the employee will probably be able to return to Regular Work. If such evidence is provided, the City may offer additional periods of Transitional Work for up to three years from the initial date of injury.

If, during the course of the Transitional Work, it becomes evident to the City that the injured worker probably will not be able to return to Regular Work within three (3) years of the date of

injury, Transitional Work may be terminated. Such employees retain any rights they may have under M.R.S. Title 39, Sec 217 with regard to employment rehabilitation.

27.3 Re-employment within Three Years of Date of Injury:

- 27.3.1 If an employee becomes capable of performing the essential functions of the position held on the date of injury, with or without reasonable accommodation, within three years of the date of injury, the employee may return to work in that capacity. Upon return to work, the employee shall receive pay and benefits at the level they would have received if the injury had not occurred.
- 27.3.2 If the employee cannot return to the position held on the date of injury within three years of the date of injury, the City will evaluate the employee's ability to perform other permanent assignments at an equal or lower pay grade within the bargaining unit.
- 27.3.3 Upon a determination of capability to work, the employee will provide the City with their current medical restrictions and the positions they wished to be considered for if unable to return to "Regular Work". If the employee is able to return to work for the City, but not in the position held at the time of injury, pay and benefits shall be determined by the City under the appropriate bargaining agreement and with concurrence of the bargaining unit representative. If the employee should return to a non-union position, the City's Non-Union Personnel Policy will determine pay and benefits.
- 27.3.4 The acceptance or refusal of appointment to a position other than the position held on the date of injury shall not terminate the employee's right to seek re-employment in the position held on the date of injury.

27.4 Termination of Employment:

- 27.4.1 In those cases in which an employee has been unable to perform all the essential functions of their Regular Work for three (3) years from the date of injury, the employee may be terminated from employment. The termination is non-disciplinary. In the event of termination, the employee will receive at least ninety (90) day notification of the termination process and , at the same

time, will be requested to provide a current medical report which assesses their ability to return to Regular Work within the-ninety (90) day period.

27.4.2 In those cases where an employee is unable to perform regular work and health care professionals determine, at any point during the three (3) year period following date of injury, that the employee will be unable to return to regular work during the three (3) year period, the employee may be terminated from employment on or after eighteen (18) months following date of injury. This termination is non-disciplinary and the employee will receive a 90-day notification as described in 27.4.1.

27.4.2.1 In the event the City exercises its right to terminate as described in 27.4.2 prior to the three (3) years from date of injury, and providing the employee becomes capable of returning to Regular Work prior to the three (3) year date, ~~theys/he~~ will be returned to work at the contractual rate of pay for the position or the same rate of pay as ~~theys/he werewas~~ receiving at the time of termination, whichever is greater.

27.4.2.2 If unable to return to Regular Work by the date specified in the 90-day notification listed in 27.4.1, and providing the up-dated medical evaluation indicates a work capacity, the employee will provide the City with their current medical restrictions and the positions they wish to be considered for as an alternative to termination. The provisions of 27.3 will apply if the employee is capable of performing another permanent budgeted position with the City that is available within the ninety (90) day period.

27.5 The references to the Workers' Compensation Act in this article are not intended to expand or contract any rights the City or its employees has under the Workers' Compensation Act. Notwithstanding the above, all parties reserve their rights under the Workers Compensation statute and other applicable State or Federal law.

27.6 Employees out on Workers' Compensation must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee receives. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System (Maine PERS). If payment is not made within thirty (30) days of when the

employee receives the Workers' Compensation benefit, the employee will be responsible for accrued interest until all contributions are paid.¶

¶

~~27.6.1 Retirement service credit will be provided only for time for which pension contributions have been made.~~

28. JOB SPECIFICATIONS:

28.1 The City agrees to submit any new or revised job specifications for positions covered under this Agreement to the President of the Association for Association review and recommendations. Said recommendations must be submitted to the Director of Human Resources within fifteen (15) working days after the mailing of said job specifications.

28.2 Employees may submit reclassification/reallocation requests to their Department Head or to Human Resources at any time. The requests will be reviewed and evaluated during contract negotiations or the annual budget process. When departments are reorganized or restructured, reclassification requests may be evaluated at times other than those listed above with the approval of the City Manager.

The Human Resources Department will perform the evaluation, which will include a personal interview with the employee, and will submit a recommendation to the City Manager for consideration. The decision of the City Manager shall be final and is not arbitrable on those requests processed outside of the collective bargaining process.

28.3 Reclassifications/reallocations will be effective through the budget as of the effective date of such budget.

29. LEGAL AID AND PROTECTION:

29.1 The City will, with the consent of the employee, assume the defense of and indemnify any employee against a claim which arises out of an act or omission occurring within the course or scope of their employment and for which the City is liable under the Maine Tort Claims Act, 14 M.R.S. 8101 et seq. up to the statutory limit of \$400,000. The City, in its discretion, may provide such defense and/or indemnification through a self-insurance program or through insurance coverage (limited to \$400,000, including costs, other than defense costs, for any and all claims arising out of single occurrence), to be purchased by the City.

29.2 The City will, with the consent of the employee, assume the defense of and indemnify any employee up to the statutory limit of the Maine Tort

Claims Act against any claim which arises out of an act or omission occurring within the course or scope of their employment and for which the City is not liable, provided that such defense or indemnification is not contrary to public policy, and the City determines that the employee acted in good faith and did not willfully or knowingly violate any ordinance, rule, or regulation of the City or State or Federal law.

- 29.3 In all cases in which the City has assumed the defense of an employee, the City, acting through its Corporation Counsel, has the right to arrange, at the City's expense, for an attorney selected by the Corporation Counsel to defend the employee. Further, in all cases in which the City has assumed the defense of an employee, the Corporation Counsel may, in their discretion, authorize and accept settlement of the case. Corporation Counsel reserves the right, in their discretion, to consult with the City Council prior to settlement in any particular case.
- 29.4 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee fully cooperates with the City in any claim by or against the City, regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City including, without limitation, participation in all pre-trial and trial proceedings. "City" as used under this section shall include officers, employees and agents of the City. Except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City on any case may result in disciplinary action against the employee and denial of the indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act.
- 29.5 Paragraph 29.4 above may not be construed to imply that an employee who is not a defendant has no duty to fully cooperate with the City and its representatives, when the City and its representatives, in their sole discretion, determine that the employee has information relevant to the claim or the defense of the claim against the City or another employee of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City as a condition of employment.

- 29.6 The City agrees to release the employee from their shift for appearances at any necessary proceedings on the date of such proceedings and at the request of the City's designated defense attorney. Should the proceedings conclude prior to the end of the employee's shift, the employee may be required to report for duty for the remainder of their shift.
- 29.6.1 Employees who are required by the City to appear on behalf of the City at a court hearing outside of their regularly scheduled hours will be compensated with three (3) hours of straight time pay or time and one-half pay for actual time spent in pre-trial and trial proceedings, whichever is greater. Employees who work second or third shift and who spent the majority of the day in court may take straight time pay for the hours spent in court and credit these hours against their shift requirement for that day, with pre-approval from the Department Head or designee.
- 29.6.2 Employees will receive straight time pay for the hours spent in pre-trial and trial proceedings that occur during their regularly scheduled work hours. In the event that the time spent in pre-trial or trial proceedings begins during regularly scheduled hours and extends beyond the end of their regular work day, the employee may be eligible for overtime pay in accordance with Article 11 for the additional hours but will not be eligible for the three (3) hour minimum for off-duty hours.
- 29.7 The rights of the City and the members are governed by the Article and are not affected by the terms of any policy of insurance.
- 29.8 Each employee who shall have purchased personal professional liability insurance shall be entitled to receive the actual cost of said premium up to a maximum \$50.00 for the same annually. Such insurance shall not, except as provided herein, be in lieu of legal aid and other insurance protection presently afforded the employees by the City.

30. ~~COPYIES~~ OF AGREEMENT:

- 30.1 The City agrees to supply the Association with a PDF file of the Agreement ~~ten (10) copies of this Agreement~~ within forty-five (45) days after the signing of this Agreement. ~~The Agreement and pay plans will be posted for reviewing on the City's web site.~~

31. LICENSE AND EXAM FEES:

- 31.1 Reimbursement for Professional License and/or Examination fees may be

provided at the discretion of the appropriate Department Head, within departmental budget constraints.

32. MILEAGE:

- 32.1 The City will reimburse an employee at the IRS mileage rate for utilizing a privately owned vehicle for official City business.

33. TOOLS FOR ENGINEERS:

- 33.1 The City agrees to furnish the necessary tools to Project Engineers and Assistant Engineers who are required to use tools, and replacements shall be on an "as needed" basis.

34. EMBODIMENT OF AGREEMENT:

- 34.1 The City of Portland and the Pro-Tech Employees Association agree that the other shall not be obligated to bargain collectively with respect to any subjects or matters discussed during the collective bargaining process for this successor Agreement. The parties by mutual written agreement may agree to re-open any provision of this Agreement during its term.

35. UNIT WORK:

- 35.1 Notwithstanding Article 34, Embodiment of Agreement, the City and the Association agree to meet and negotiate concerning the issue of subcontracting bargaining unit work. The parties reserve their rights under the Municipal Public Employees Labor Relations Act. The City reserves its right to act concerning subcontracting decisions and the Association reserves its right to bargain the impact of said decision with the City. Proposals submitted during contract negotiations shall not be considered a bar to mid-term bargaining over the issue of subcontracting.
- 35.2 Whenever the City or its administrative agents anticipates subcontracting of bargaining unit work, it will notify the Association at least thirty (30) days prior to an official decision on the issue. The thirty (30) day notification requirement may be waived by the Association at the request of the City. In extreme emergency, the City may shorten the notification period to five (5) working days provided it will not result in the lay-off of a unit member.
- 35.3 This Article will apply only when subcontracting of bargaining unit work will result in a reduction of unit positions or a reduction of Association personnel.

36. JOB SHARING:

- 36.1 Job sharing by qualified employees shall be permitted by mutual written agreement of the employees involved and the Department Head and the City Manager. The City shall accommodate job sharing requests of employees to the extent possible consistent with operational needs. The written agreement shall contain the notification requirements, establish the hours, wages, length, notice of conclusion requirements, benefits to be paid, and all other terms and conditions of employment including written execution by the parties involved. The written agreement shall not be inconsistent with the terms of the Collective Bargaining Agreement. The City reserves the right to conclude the job sharing and require that the affected employee(s) return to their traditional work responsibilities upon a written twenty (20) day notice. Such termination of a specific job sharing assignment shall not be grievable unless the union alleges that the City's action was solely for arbitrary and capricious reasons.

37. JOB TRAINING:

- 37.1 When the City requires training, it will pay for the required course tuition or registration fee as well as required course materials. The employee's work schedule will be adjusted in the event that the required training falls on the employee's off-duty hours.

This provision does not apply to required training, course work, certification, or licensure mandated by non-City sources.

- 37.2 Due to the implementation of expanded continuing education requirements for renewal of Nurse Practitioner licenses, the Public Health Division will give priority to time off requests that are submitted by Mid-Level Health Practitioners for the purpose of obtaining the necessary continuing education credits that are necessary to meet the state licensing requirements. Mid-Level Health Practitioners are expected to plan ahead and submit their requests for time off with as much notice as possible.

37.2.1 The costs of the required courses are borne by the employee; however, at the sole discretion of the Department Director or designee the City may choose to participate in the cost of such training.

37.2.2 Time-off requests must be pre-approved by the appropriate Program Manager. The Program Manager may approve up to forty (40) hours of paid time off per fiscal year for full-time Nurse

Practitioners as program finances and scheduling permit. Pay for time off will be based on the employee's regular work hours but will not exceed the hours spent in training and will not necessarily include travel time.

37.2.3 Time off maximums for part-time employees will be pro-rated.

37.2.4 The time off maximums outlined above may be amended by the City in the event the State revises the relicensing education requirements during the term of the contract.

38. WITHDRAWAL OF RESIGNATION:

38.1 An employee may resign in good standing by giving written notice to their Department Head at least fourteen (14) calendar days in advance of the effective date of the resignation. An employee may, with the approval of the Department Head, withdraw their resignation during the fourteen (14) day notice period. Such approval shall not be arbitrarily denied.

39. TERM OF AGREEMENT:

39.1 This Agreement shall be effective July 13, 2025~~2~~ and shall remain in full force and effect until June 30, 2028~~5~~. It shall be automatically extended for successive one-year periods thereafter, unless either party shall notify the other in writing of its intent to negotiate a successor Agreement. If said notice is given, this Agreement shall remain in full force and be effective during the period of negotiation.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by Danielle West, its ~~Interim~~ City Manager, and the Association has caused this Agreement to be signed by Joanne Lester, its President, thereunto duly authorized, as of the day and year first above written.

CITY OF PORTLAND

By _____
Its City Manager

PROFESSIONAL AND TECHNICAL CITY EMPLOYEES ASSOCIATION

By _____
Its President

By _____
Its Vice-President

APPENDIX A

CLASSIFICATION PLAN

<u>Pay Grade</u>	<u>Job Title</u>
9M	Airport Project Engineer (A)
9M	Compliance Section Coordinator (A) (J)
9M	District Coordinator
9M	Historic Preservation Manager (C) or (G)
9M	Senior Engineer (A)
9M	Senior Transportation Engineer (A)
9M	Tax Assessment Analyst
9M	Traffic Operations Coordinator
9M	Water Resources Senior Engineer (A) (J)
9	Asset Manager (I) (J)
9	Chief Surveyor (A)
9	Construction Engineering Coordinator (A)
9	Crime and Police Systems Analyst
9	HCD Program Manager
9	HVAC Coordinator (*)
9	IT Business Applications Coordinator
9	Marijuana Compliance Officer
9	Parks Operations Manager/City Arborist
9	Parks Operations Coordinator (Inactive)
9	Principal Registered Nurse (Barron Center) (*) (M)
9	Project Engineer - Transportation (A)
9	Project Manager - Parks, Recreation & Facilities (A) or (B)
9	Project Manager - Public Buildings (A) or (B)
9	Project Manager - Waterfront (A) or (B)
9	Rental Registration Coordinator
9	Senior Planner (C)
9	Targeted Services and Training Specialist
9	Urban Designer (B) or (C) or (G)
9	Wastewater Facilities Coordinator (J)
9	Water Resources Project Engineer (A) (J)
9	Zoning Administrator
8	Airport Operations Supervisor (*) (E) (H)
8	Business Applications Analyst I
8	Computer Operations Supervisor (Inactive)
8	Development Review Coordinator (A) or (K)
8	Election Administrator
8	IT Network Technician

8	IT Systems Technician
8	Lead Base Paint Program Manager
8	Licensing and Registration Coordinator
8	Marketing and Communications Coordinator (Inactive)
8	Parking Division Supervisor
8	Paving Coordinator (Inactive)
8	Planner (C)
8	Plant Engineer Coordinator (Inactive)
8	Senior Project Surveyor (A)
8	Stormwater Program Coordinator (J) (L)
8	Technical Director
8	Technical Services Supervisor (Inactive)
8	Transportation Engineer (A) (Inactive)
8	Victim Witness Advocate Coordinator
8	Water Resources Engineer (A) (J)
7	Airport Administrative Coordinator (E) (Inactive)
7	Aquatics Supervisor
7	Assistant Engineer (A) (Inactive)
7	Associate Preservation Planner
7	Chronic Disease Prevention Specialist
7	Computer Operations Supervisor (Inactive)
7	Dental Health Project Coordinator (Inactive)
7	Facilities Tech Coordinator
7	GIS Coordinator (A) (Inactive)
7	Lead Base Paint Coordinator
7	Minority Health Promotion Specialist
7	Property and Evidence Coordinator
7	Recreation Inclusion Supervisor
7	Recreation Supervisor
7	Senior Accountant (F)
7	Senior Event Manager
6	Airport Operations Center Supervisor (E) (H)
6	Airport Operations Duty Officer (*) (E) (H)
6	Aquatics Leader
6	Assistant Technical Director
6	Athletic Facilities Booking/Use Coordinator
6	Booking Coordinator
6	Community Health Promotion Specialist
6	Community Services Coordinator
6	Event Manager
6	Facilities Manager
6	Food and Beverage Coordinator
6	Human Services Counselor/Shelters

6	Ice Arena Facilities Manager
6	Police Victim/Witness Advocate
6	Recreation Leader
6	Training and Operations Coordinator
6	Zoning Specialist (Inactive)
5	Airport Operations Coordinator (*) (E) (H)
5	Assistant Director of Food Services
5	Customer Relations Specialist
5	Food Production Coordinator
5	Housekeeping Supervisor
5	Human Services Counselor/Case Manager
5	Laundry Supervisor
5	Office Manager
5	Scheduling Coordinator (Inactive)
5	Shelter Facilities Coordinator

(*) 40 hour per week position.

- (A) 3% differential to be paid upon presentation to the City of the State of Maine certification for Fundamentals of Engineering (FE), Engineer Intern or Fundamentals of Survey (FS), 6% differential to be paid upon registration in the State of Maine as a Professional Engineer (PE) or Professional Land Surveyor (PLS). Employees shall receive a maximum 6% differential payment.
- (B) 6% differential to be paid upon presentation to the City of the State of Maine certification as a Landscape Architect.
- (C) 6% differential to be paid upon presentation to the City of certification from the American Institute of Certified Planner as a Certified Planner.
- (D) 6% differential to be paid to employees in this class who possess a Master's Degree in Public Health or a Master's Degree in a related discipline that is approved by the Epidemiology Program Manager.
- (E) 6% differential to be paid to employees in this class who possess a Master's Degree in Aviation, Management, Business Administration or other specialization related to their duties in airport administration.
- (F) 6% differential to be paid to employees in this class who possess a Certified Public Accountant (CPA) certification.
- (G) 6% differential to be paid upon presentation to the City of certification from the American Institute of Architects as a Certified Architect.

- (H) A \$20.00 per week stipend to be paid to Jetport employees who possess one of the following: a Certified Member (C.M.) certification from AAAE or ACE Ops, Security, Communications, Trusted Agent.
- (I) 6% differential to be paid to employees in this class who possess a Master's Degree in Geospatial Services.
- (J) Employees in this class who possess a New England Water Environment Association (NEWEA) Collections Systems Certification are eligible to receive an additional stipend as follows:
 - \$.50 per hour for a Grade One (1) Collection Systems Certification
 - \$1.00 per hour for a Grade Two (2) Collection Systems Certification
 - \$1.50 per hour for a Grade Three (3) Collection Systems Certification
 - \$2.00 per hour for a Grade Four (4) Collection Systems Certification
- (K) 6% differential to be paid to employees in this class who possess a Master's Degree in Environmental Studies, Engineering, Planning, or related discipline (e.g. Architecture, Urban Design, Landscape Architecture, etc.).
- (L) 6% differential to be paid to employees in this class who possess a Master's Degree in Environmental Studies, Environmental Planning, or a related field. Employees shall receive a maximum 6% differential payment for education.
- (M) Employees in this class who possess a valid Wound Care Certificate will receive a \$2.00 per hour stipend in addition to their base weekly pay for all hours worked.

APPENDIX B

DEFINITIONS OF EMPLOYMENT

- I. Permanent Employees** are employees who are appointed to a permanently budgeted position on either a full-time or part-time basis and have completed any required probationary period for such position.

Employees in the Recreation Division who are scheduled to work twelve (12) months of the year, except for the seasonal breaks in program operation or breaks scheduled on a temporary basis as a result of financial constraints, shall be considered as permanent employees. Such employees may be scheduled on either a full-time or part-time weekly basis.

- A. Full-Time employees** are regularly scheduled to work the standard work week on a continuing basis. Such employees receive full benefits as outlined in the Agreement between the City and the Association. The standard work week under this Agreement is defined as 37.5 hours per week.

- B. Part-time employees** are regularly scheduled to work less than the standard work week on a continuing basis. Such employees may be scheduled to work either more or less hours per day than the regular shift of 7.5 hours per day. Those part-time employees regularly scheduled to work 18.75 hours or more per week shall be entitled to the following benefits on a pro-rated basis only:

1. Sick and vacation leave accrual;
2. Holidays as provided in Article 12 HOLIDAYS;
3. City participation in the cost of medical insurance; and,
4. Personal leave days.

Part-time employees who are regularly scheduled to work less than 18.75 hours per week shall not be entitled to any sick leave, vacation leave, or holidays and the City shall not participate in any of the costs of medical insurance.

Part-time employees are eligible for overtime pay (time and one-half)

only if they work in excess of forty (40) hours per week.

II. Recreation Project Employees: Employees in the Recreation Division who work more than six (6) consecutive months in programs of limited duration which are not scheduled on a year-round basis are project employees. Such project employees shall be entitled to all of the benefits of a permanent full-or part-time employee, as appropriate, except as follows:

- A. In the event of a temporary break in a program, such employees will not be considered to be on lay-off and will have no seniority, bumping, or recall rights. Such employees will, however, be terminated and will receive all the accrued termination pay to which they would be entitled if they had resigned in good standing. They will not be entitled to any City benefits during the break in the program. Upon resumption of the program, the employees who were terminated will be contacted and will have the opportunity to resume their position. If the City has not had a response from the terminated employee within ten (10) working days of the date of mailing a notice of the position, then the position may be otherwise filled by the City. It is the employee's responsibility to ensure that the City has their current address. The Union President will be sent a copy of all notices mailed to employees.

If an employee does not respond to a notice or declines the position, they will have no further rights to return to a position.

- B. Project employees will be paid at the minimum of the range as provided in the contract for the equivalent permanent classification. An employee who does not return to the next available consecutive project position will have to serve a new probationary period if they later resume City employment.
- C. In the event of the elimination of a program, in whole or in part, project employees will be laid off by classification and by seniority and will have bumping and recall rights among other appropriate project positions, but will have no rights to permanent positions.

III. Non-permanent employees are on-call, temporary, or seasonal as follows, and are excluded from the provisions of this Agreement:

- A. **On-call Employees** are persons who are not regularly scheduled to work, but who are available to work on an intermittent, as-needed basis.

Such persons shall be paid only for those hours actually worked.

- B. Seasonal Employees** are persons in positions in an industry designated by the State as a seasonal industry, such as summer recreation, golf, and cemetery programs. The employee will expect to be terminated at the end of the season. Such employees will be paid only for those hours actually worked.
- C. Temporary Employees** are persons who are regularly scheduled to work a standard work week or less, for a definite, limited period of time, usually not to exceed six (6) months, or who are appointed to replace an employee on leave of absence or at long-term training. Temporary employees shall not work more than six (6) consecutive months, unless they are replacing a permanent employee on leave. In such cases, employees shall have an estimated termination date from the date of initial employment, but in no case shall such term exceed more than one (1) year except with the concurrence of the Union.
- D. Project Employees** are persons appointed to work on a special project of timed duration or persons hired after January 1, 1985 into positions funded by a non-City source; or to fill in for a permanent employee who is on an approved leave of absence. Permanent positions that are partially funded by various State and federal grants (HCD, HUD, MSHA, and DHS) are excluded from this definition. Project employees may work a standard work week or less and are eligible for full or pro-rated benefits as appropriate under this Agreement on the same basis as permanent full and part-time employees after completion of a probationary period. Notwithstanding the foregoing, Article 25, SENIORITY AND PERSONNEL REDUCTIONS, will not apply to project employees, and they will be terminated upon completion of the special project or depletion of the non-City funding source, or the permanent employee's return from leave, with no bumping or recall rights. Project employees under the Rules and Regulations of the Maine State Retirement System are prohibited from participating in the M.S.R.S. life insurance program. All other provisions of this Agreement shall cover project employees on the same basis as permanent employees.

**APPENDIX C1
PRO-TECH PAY PLAN
EFFECTIVE JULY 6, 2025
FY26**

COLA: 4%

PAY GRADE		0 0-1 YR	1 1 YR	2 2 YRS	3 3 YRS	4 4 YRS	5 5 YRS	6 6 YRS	7 7 YRS	8 10 YRS	9 12 YRS	10 15 YRS	11 20 YRS	12 25+ YRS
9M	Annual	\$77,376.00	\$79,677.00	\$82,075.76	\$84,532.76	\$87,067.76	\$89,680.76	\$92,371.76	\$95,160.00	\$98,007.00	\$100,951.76	\$103,974.00	\$107,094.00	\$110,311.76
	Weekly	\$1,488.00	\$1,532.25	\$1,578.38	\$1,625.63	\$1,674.38	\$1,724.63	\$1,776.38	\$1,830.00	\$1,884.75	\$1,941.38	\$1,999.50	\$2,059.50	\$2,121.38
	Hourly	\$39.68	\$40.86	\$42.09	\$43.35	\$44.65	\$45.99	\$47.37	\$48.80	\$50.26	\$51.77	\$53.32	\$54.92	\$56.57
9	Annual	\$70,941.00	\$73,066.76	\$75,250.76	\$77,512.76	\$79,833.00	\$82,231.76	\$84,708.00	\$87,243.00	\$89,856.00	\$92,566.76	\$95,335.76	\$98,202.00	\$101,146.76
	Weekly	\$1,364.25	\$1,405.13	\$1,447.13	\$1,490.63	\$1,535.25	\$1,581.38	\$1,629.00	\$1,677.75	\$1,728.00	\$1,780.13	\$1,833.38	\$1,888.50	\$1,945.13
	Hourly	\$36.38	\$37.47	\$38.59	\$39.75	\$40.94	\$42.17	\$43.44	\$44.74	\$46.08	\$47.47	\$48.89	\$50.36	\$51.87
8	Annual	\$64,467.00	\$66,397.76	\$68,386.76	\$70,434.00	\$72,540.00	\$74,704.76	\$76,966.76	\$79,267.76	\$81,646.76	\$84,103.76	\$86,619.00	\$89,212.76	\$91,884.00
	Weekly	\$1,239.75	\$1,276.88	\$1,315.13	\$1,354.50	\$1,395.00	\$1,436.63	\$1,480.13	\$1,524.38	\$1,570.13	\$1,617.38	\$1,665.75	\$1,715.63	\$1,767.00
	Hourly	\$33.06	\$34.05	\$35.07	\$36.12	\$37.20	\$38.31	\$39.47	\$40.65	\$41.87	\$43.13	\$44.42	\$45.75	\$47.12
7	Annual	\$58,617.00	\$60,372.00	\$62,185.76	\$64,038.00	\$65,968.76	\$67,957.76	\$70,005.00	\$72,111.00	\$74,295.00	\$76,518.00	\$78,799.76	\$81,159.00	\$83,596.76
	Weekly	\$1,127.25	\$1,161.00	\$1,195.88	\$1,231.50	\$1,268.63	\$1,306.88	\$1,346.25	\$1,386.75	\$1,428.75	\$1,471.50	\$1,515.38	\$1,560.75	\$1,607.63
	Hourly	\$30.06	\$30.96	\$31.89	\$32.84	\$33.83	\$34.85	\$35.90	\$36.98	\$38.10	\$39.24	\$40.41	\$41.62	\$42.87
6	Annual	\$53,274.00	\$54,873.00	\$56,511.00	\$58,227.00	\$59,962.76	\$61,776.00	\$63,609.00	\$65,520.00	\$67,489.76	\$69,517.76	\$71,604.00	\$73,749.00	\$75,952.76
	Weekly	\$1,024.50	\$1,055.25	\$1,086.75	\$1,119.75	\$1,153.13	\$1,188.00	\$1,223.25	\$1,260.00	\$1,297.88	\$1,336.88	\$1,377.00	\$1,418.25	\$1,460.63
	Hourly	\$27.32	\$28.14	\$28.98	\$29.86	\$30.75	\$31.68	\$32.62	\$33.60	\$34.61	\$35.65	\$36.72	\$37.82	\$38.95
5	Annual	\$48,516.00	\$49,978.76	\$51,480.00	\$53,020.76	\$54,600.00	\$56,238.00	\$57,915.00	\$59,670.00	\$61,444.76	\$63,297.00	\$65,208.00	\$67,158.00	\$69,166.76
	Weekly	\$933.00	\$961.13	\$990.00	\$1,019.63	\$1,050.00	\$1,081.50	\$1,113.75	\$1,147.50	\$1,181.63	\$1,217.25	\$1,254.00	\$1,291.50	\$1,330.13
	Hourly	\$24.88	\$25.63	\$26.40	\$27.19	\$28.00	\$28.84	\$29.70	\$30.60	\$31.51	\$32.46	\$33.44	\$34.44	\$35.47

**APPENDIX C1
PRO-TECH PAY PLAN
EFFECTIVE JULY 6, 2025
FY26**

Principal Registered Nurse (Grade 9)

COLA: 4%

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$83,990.40	\$86,507.20	\$89,128.00	\$91,811.20	\$94,536.00	\$97,364.80	\$100,297.60	\$103,313.60	\$106,412.80	\$109,616.00	\$112,902.40	\$116,292.80	\$119,787.20
Weekly	\$1,615.20	\$1,663.60	\$1,714.00	\$1,765.60	\$1,818.00	\$1,872.40	\$1,928.80	\$1,986.80	\$2,046.40	\$2,108.00	\$2,171.20	\$2,236.40	\$2,303.60
Hourly	\$40.38	\$41.59	\$42.85	\$44.14	\$45.45	\$46.81	\$48.22	\$49.67	\$51.16	\$52.70	\$54.28	\$55.91	\$57.59

HVAC Coordinator (Grade 9)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$75,670.40	\$77,937.60	\$80,267.20	\$82,680.00	\$85,155.20	\$87,713.60	\$90,355.20	\$93,059.20	\$95,846.40	\$98,737.60	\$101,691.20	\$104,748.80	\$107,889.60
Weekly	\$1,455.20	\$1,498.80	\$1,543.60	\$1,590.00	\$1,637.60	\$1,686.80	\$1,737.60	\$1,789.60	\$1,843.20	\$1,898.80	\$1,955.60	\$2,014.40	\$2,074.80
Hourly	\$36.38	\$37.47	\$38.59	\$39.75	\$40.94	\$42.17	\$43.44	\$44.74	\$46.08	\$47.47	\$48.89	\$50.36	\$51.87

Airport Operations Supervisor (Grade MA-8)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$68,764.80	\$70,824.00	\$72,945.60	\$75,129.60	\$77,376.00	\$79,684.80	\$82,097.60	\$84,552.00	\$87,089.60	\$89,710.40	\$92,393.60	\$95,160.00	\$98,009.60
Weekly	\$1,322.40	\$1,362.00	\$1,402.80	\$1,444.80	\$1,488.00	\$1,532.40	\$1,578.80	\$1,626.00	\$1,674.80	\$1,725.20	\$1,776.80	\$1,830.00	\$1,884.80
Hourly	\$33.06	\$34.05	\$35.07	\$36.12	\$37.20	\$38.31	\$39.47	\$40.65	\$41.87	\$43.13	\$44.42	\$45.75	\$47.12

Airport Operations Duty Officer (Grade MA-6)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$62,628.80	\$64,500.80	\$66,435.20	\$68,432.00	\$70,470.40	\$72,592.00	\$74,776.00	\$77,022.40	\$79,352.00	\$81,723.20	\$84,177.60	\$86,694.40	\$89,294.40
Weekly	\$1,204.40	\$1,240.40	\$1,277.60	\$1,316.00	\$1,355.20	\$1,396.00	\$1,438.00	\$1,481.20	\$1,526.00	\$1,571.60	\$1,618.80	\$1,667.20	\$1,717.20
Hourly	\$30.11	\$31.01	\$31.94	\$32.90	\$33.88	\$34.90	\$35.95	\$37.03	\$38.15	\$39.29	\$40.47	\$41.68	\$42.93

Airport Operations Coordinator (Grade MA-5)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$56,971.20	\$58,697.60	\$60,444.80	\$62,254.40	\$64,126.40	\$66,040.00	\$68,036.80	\$70,075.20	\$72,155.20	\$74,318.40	\$76,564.80	\$78,852.80	\$81,224.00
Weekly	\$1,095.60	\$1,128.80	\$1,162.40	\$1,197.20	\$1,233.20	\$1,270.00	\$1,308.40	\$1,347.60	\$1,387.60	\$1,429.20	\$1,472.40	\$1,516.40	\$1,562.00
Hourly	\$27.39	\$28.22	\$29.06	\$29.93	\$30.83	\$31.75	\$32.71	\$33.69	\$34.69	\$35.73	\$36.81	\$37.91	\$39.05

**APPENDIX C2
PRO-TECH PAY PLAN
EFFECTIVE JULY 5, 2026
FY27**

COLA: 4%

PAY GRADE		0 0-1 YR	1 1 YR	2 2 YRS	3 3 YRS	4 4 YRS	5 5 YRS	6 6 YRS	7 7 YRS	8 10 YRS	9 12 YRS	10 15 YRS	11 20 YRS	12 25+ YRS
9M	Annual	\$80,476.76	\$82,855.76	\$85,351.76	\$87,906.00	\$90,558.00	\$93,268.76	\$96,057.00	\$98,962.76	\$101,926.76	\$104,988.00	\$108,127.76	\$111,384.00	\$114,718.76
	Weekly	\$1,547.63	\$1,593.38	\$1,641.38	\$1,690.50	\$1,741.50	\$1,793.63	\$1,847.25	\$1,903.13	\$1,960.13	\$2,019.00	\$2,079.38	\$2,142.00	\$2,206.13
	Hourly	\$41.27	\$42.49	\$43.77	\$45.08	\$46.44	\$47.83	\$49.26	\$50.75	\$52.27	\$53.84	\$55.45	\$57.12	\$58.83
9	Annual	\$73,788.00	\$75,991.76	\$78,253.76	\$80,613.00	\$83,031.00	\$85,527.00	\$88,101.00	\$90,733.76	\$93,444.00	\$96,271.76	\$99,157.76	\$102,121.76	\$105,183.00
	Weekly	\$1,419.00	\$1,461.38	\$1,504.88	\$1,550.25	\$1,596.75	\$1,644.75	\$1,694.25	\$1,744.88	\$1,797.00	\$1,851.38	\$1,906.88	\$1,963.88	\$2,022.75
	Hourly	\$37.84	\$38.97	\$40.13	\$41.34	\$42.58	\$43.86	\$45.18	\$46.53	\$47.92	\$49.37	\$50.85	\$52.37	\$53.94
8	Annual	\$67,041.00	\$69,049.76	\$71,116.76	\$73,242.00	\$75,445.76	\$77,688.00	\$80,047.76	\$82,446.00	\$84,903.00	\$87,477.00	\$90,090.00	\$92,781.00	\$95,550.00
	Weekly	\$1,289.25	\$1,327.88	\$1,367.63	\$1,408.50	\$1,450.88	\$1,494.00	\$1,539.38	\$1,585.50	\$1,632.75	\$1,682.25	\$1,732.50	\$1,784.25	\$1,837.50
	Hourly	\$34.38	\$35.41	\$36.47	\$37.56	\$38.69	\$39.84	\$41.05	\$42.28	\$43.54	\$44.86	\$46.20	\$47.58	\$49.00
7	Annual	\$60,957.00	\$62,790.00	\$64,681.76	\$66,592.76	\$68,601.00	\$70,668.00	\$72,813.00	\$74,997.00	\$77,259.00	\$79,579.76	\$81,958.76	\$84,396.00	\$86,931.00
	Weekly	\$1,172.25	\$1,207.50	\$1,243.88	\$1,280.63	\$1,319.25	\$1,359.00	\$1,400.25	\$1,442.25	\$1,485.75	\$1,530.38	\$1,576.13	\$1,623.00	\$1,671.75
	Hourly	\$31.26	\$32.20	\$33.17	\$34.15	\$35.18	\$36.24	\$37.34	\$38.46	\$39.62	\$40.81	\$42.03	\$43.28	\$44.58
6	Annual	\$55,399.76	\$57,076.76	\$58,773.00	\$60,547.76	\$62,361.00	\$64,252.76	\$66,144.00	\$68,133.00	\$70,180.76	\$72,306.00	\$74,470.76	\$76,693.76	\$78,994.76
	Weekly	\$1,065.38	\$1,097.63	\$1,130.25	\$1,164.38	\$1,199.25	\$1,235.63	\$1,272.00	\$1,310.25	\$1,349.63	\$1,390.50	\$1,432.13	\$1,474.88	\$1,519.13
	Hourly	\$28.41	\$29.27	\$30.14	\$31.05	\$31.98	\$32.95	\$33.92	\$34.94	\$35.99	\$37.08	\$38.19	\$39.33	\$40.51
5	Annual	\$50,466.00	\$51,987.00	\$53,547.00	\$55,146.00	\$56,784.00	\$58,480.76	\$60,235.76	\$62,049.00	\$63,901.76	\$65,832.00	\$67,821.00	\$69,849.00	\$71,935.76
	Weekly	\$970.50	\$999.75	\$1,029.75	\$1,060.50	\$1,092.00	\$1,124.63	\$1,158.38	\$1,193.25	\$1,228.88	\$1,266.00	\$1,304.25	\$1,343.25	\$1,383.38
	Hourly	\$25.88	\$26.66	\$27.46	\$28.28	\$29.12	\$29.99	\$30.89	\$31.82	\$32.77	\$33.76	\$34.78	\$35.82	\$36.89

**APPENDIX C2
PRO-TECH PAY PLAN
EFFECTIVE JULY 5, 2026
FY27**

Principal Registered Nurse (Grade 9)

COLA: 4%

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$87,360.00	\$89,960.00	\$92,684.80	\$95,492.80	\$98,321.60	\$101,254.40	\$104,312.00	\$107,452.80	\$110,676.80	\$114,004.80	\$117,416.00	\$120,952.00	\$124,571.20
Weekly	\$1,680.00	\$1,730.00	\$1,782.40	\$1,836.40	\$1,890.80	\$1,947.20	\$2,006.00	\$2,066.40	\$2,128.40	\$2,192.40	\$2,258.00	\$2,326.00	\$2,395.60
Hourly	\$42.00	\$43.25	\$44.56	\$45.91	\$47.27	\$48.68	\$50.15	\$51.66	\$53.21	\$54.81	\$56.45	\$58.15	\$59.89

HVAC Coordinator (Grade 9)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$78,707.20	\$81,057.60	\$83,470.40	\$85,987.20	\$88,566.40	\$91,228.80	\$93,974.40	\$96,782.40	\$99,673.60	\$102,689.60	\$105,768.00	\$108,929.60	\$112,195.20
Weekly	\$1,513.60	\$1,558.80	\$1,605.20	\$1,653.60	\$1,703.20	\$1,754.40	\$1,807.20	\$1,861.20	\$1,916.80	\$1,974.80	\$2,034.00	\$2,094.80	\$2,157.60
Hourly	\$37.84	\$38.97	\$40.13	\$41.34	\$42.58	\$43.86	\$45.18	\$46.53	\$47.92	\$49.37	\$50.85	\$52.37	\$53.94

Airport Operations Supervisor (Grade MA-8)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$71,510.40	\$73,652.80	\$75,857.60	\$78,124.80	\$80,475.20	\$82,867.20	\$85,384.00	\$87,942.40	\$90,563.20	\$93,308.80	\$96,096.00	\$98,966.40	\$101,920.00
Weekly	\$1,375.20	\$1,416.40	\$1,458.80	\$1,502.40	\$1,547.60	\$1,593.60	\$1,642.00	\$1,691.20	\$1,741.60	\$1,794.40	\$1,848.00	\$1,903.20	\$1,960.00
Hourly	\$34.38	\$35.41	\$36.47	\$37.56	\$38.69	\$39.84	\$41.05	\$42.28	\$43.54	\$44.86	\$46.20	\$47.58	\$49.00

Airport Operations Duty Officer (Grade MA-6)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$65,124.80	\$67,080.00	\$69,097.60	\$71,177.60	\$73,299.20	\$75,504.00	\$77,771.20	\$80,100.80	\$82,534.40	\$84,988.80	\$87,547.20	\$90,168.00	\$92,872.00
Weekly	\$1,252.40	\$1,290.00	\$1,328.80	\$1,368.80	\$1,409.60	\$1,452.00	\$1,495.60	\$1,540.40	\$1,587.20	\$1,634.40	\$1,683.60	\$1,734.00	\$1,786.00
Hourly	\$31.31	\$32.25	\$33.22	\$34.22	\$35.24	\$36.30	\$37.39	\$38.51	\$39.68	\$40.86	\$42.09	\$43.35	\$44.65

Airport Operations Coordinator (Grade MA-5)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$59,259.20	\$61,048.00	\$62,857.60	\$64,750.40	\$66,684.80	\$68,681.60	\$70,761.60	\$72,883.20	\$75,046.40	\$77,292.80	\$79,622.40	\$82,014.40	\$84,468.80
Weekly	\$1,139.60	\$1,174.00	\$1,208.80	\$1,245.20	\$1,282.40	\$1,320.80	\$1,360.80	\$1,401.60	\$1,443.20	\$1,486.40	\$1,531.20	\$1,577.20	\$1,624.40
Hourly	\$28.49	\$29.35	\$30.22	\$31.13	\$32.06	\$33.02	\$34.02	\$35.04	\$36.08	\$37.16	\$38.28	\$39.43	\$40.61

**APPENDIX C3
PRO-TECH PAY PLAN
EFFECTIVE JULY 4, 2027
FY28**

COLA: 2%

PAY GRADE		0 0-1 YR	1 1 YR	2 2 YRS	3 3 YRS	4 4 YRS	5 5 YRS	6 6 YRS	7 7 YRS	8 10 YRS	9 12 YRS	10 15 YRS	11 20 YRS	12 25+ YRS
9M	Annual	\$82,095.00	\$84,513.00	\$87,067.76	\$89,661.00	\$92,371.76	\$95,140.76	\$97,987.76	\$100,951.76	\$103,974.00	\$107,094.00	\$110,292.00	\$113,607.00	\$117,019.76
	Weekly	\$1,578.75	\$1,625.25	\$1,674.38	\$1,724.25	\$1,776.38	\$1,829.63	\$1,884.38	\$1,941.38	\$1,999.50	\$2,059.50	\$2,121.00	\$2,184.75	\$2,250.38
	Hourly	\$42.10	\$43.34	\$44.65	\$45.98	\$47.37	\$48.79	\$50.25	\$51.77	\$53.32	\$54.92	\$56.56	\$58.26	\$60.01
9	Annual	\$75,270.00	\$77,512.76	\$79,813.76	\$82,231.76	\$84,688.76	\$87,243.00	\$89,856.00	\$92,547.00	\$95,316.00	\$98,202.00	\$101,146.76	\$104,169.00	\$107,289.00
	Weekly	\$1,447.50	\$1,490.63	\$1,534.88	\$1,581.38	\$1,628.63	\$1,677.75	\$1,728.00	\$1,779.75	\$1,833.00	\$1,888.50	\$1,945.13	\$2,003.25	\$2,063.25
	Hourly	\$38.60	\$39.75	\$40.93	\$42.17	\$43.43	\$44.74	\$46.08	\$47.46	\$48.88	\$50.36	\$51.87	\$53.42	\$55.02
8	Annual	\$68,386.76	\$70,434.00	\$72,540.00	\$74,704.76	\$76,947.00	\$79,248.00	\$81,646.76	\$84,103.76	\$86,599.76	\$89,232.00	\$91,884.00	\$94,633.76	\$97,461.00
	Weekly	\$1,315.13	\$1,354.50	\$1,395.00	\$1,436.63	\$1,479.75	\$1,524.00	\$1,570.13	\$1,617.38	\$1,665.38	\$1,716.00	\$1,767.00	\$1,819.88	\$1,874.25
	Hourly	\$35.07	\$36.12	\$37.20	\$38.31	\$39.46	\$40.64	\$41.87	\$43.13	\$44.41	\$45.76	\$47.12	\$48.53	\$49.98
7	Annual	\$62,185.76	\$64,038.00	\$65,968.76	\$67,918.76	\$69,966.00	\$72,072.00	\$74,275.76	\$76,498.76	\$78,799.76	\$81,178.76	\$83,596.76	\$86,092.76	\$88,666.76
	Weekly	\$1,195.88	\$1,231.50	\$1,268.63	\$1,306.13	\$1,345.50	\$1,386.00	\$1,428.38	\$1,471.13	\$1,515.38	\$1,561.13	\$1,607.63	\$1,655.63	\$1,705.13
	Hourly	\$31.89	\$32.84	\$33.83	\$34.83	\$35.88	\$36.96	\$38.09	\$39.23	\$40.41	\$41.63	\$42.87	\$44.15	\$45.47
6	Annual	\$56,511.00	\$58,227.00	\$59,943.00	\$61,756.76	\$63,609.00	\$65,539.76	\$67,470.00	\$69,498.00	\$71,584.76	\$73,749.00	\$75,952.76	\$78,234.00	\$80,574.00
	Weekly	\$1,086.75	\$1,119.75	\$1,152.75	\$1,187.63	\$1,223.25	\$1,260.38	\$1,297.50	\$1,336.50	\$1,376.63	\$1,418.25	\$1,460.63	\$1,504.50	\$1,549.50
	Hourly	\$28.98	\$29.86	\$30.74	\$31.67	\$32.62	\$33.61	\$34.60	\$35.64	\$36.71	\$37.82	\$38.95	\$40.12	\$41.32
5	Annual	\$51,480.00	\$53,020.76	\$54,619.76	\$56,257.76	\$57,915.00	\$59,650.76	\$61,444.76	\$63,297.00	\$65,188.76	\$67,158.00	\$69,186.00	\$71,253.00	\$73,378.76
	Weekly	\$990.00	\$1,019.63	\$1,050.38	\$1,081.88	\$1,113.75	\$1,147.13	\$1,181.63	\$1,217.25	\$1,253.63	\$1,291.50	\$1,330.50	\$1,370.25	\$1,411.13
	Hourly	\$26.40	\$27.19	\$28.01	\$28.85	\$29.70	\$30.59	\$31.51	\$32.46	\$33.43	\$34.44	\$35.48	\$36.54	\$37.63

**APPENDIX C3
PRO-TECH PAY PLAN
EFFECTIVE JULY 4, 2027
FY28**

Principal Registered Nurse (Grade 9)

COLA: 2%

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$89,107.20	\$91,769.60	\$94,536.00	\$97,406.40	\$100,297.60	\$103,272.00	\$106,392.00	\$109,595.20	\$112,881.60	\$116,292.80	\$119,766.40	\$123,364.80	\$127,067.20
Weekly	\$1,713.60	\$1,764.80	\$1,818.00	\$1,873.20	\$1,928.80	\$1,986.00	\$2,046.00	\$2,107.60	\$2,170.80	\$2,236.40	\$2,303.20	\$2,372.40	\$2,443.60
Hourly	\$42.84	\$44.12	\$45.45	\$46.83	\$48.22	\$49.65	\$51.15	\$52.69	\$54.27	\$55.91	\$57.58	\$59.31	\$61.09

HVAC Coordinator (Grade 9)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$80,288.00	\$82,680.00	\$85,134.40	\$87,713.60	\$90,334.40	\$93,059.20	\$95,846.40	\$98,716.80	\$101,670.40	\$104,748.80	\$107,889.60	\$111,113.60	\$114,441.60
Weekly	\$1,544.00	\$1,590.00	\$1,637.20	\$1,686.80	\$1,737.20	\$1,789.60	\$1,843.20	\$1,898.40	\$1,955.20	\$2,014.40	\$2,074.80	\$2,136.80	\$2,200.80
Hourly	\$38.60	\$39.75	\$40.93	\$42.17	\$43.43	\$44.74	\$46.08	\$47.46	\$48.88	\$50.36	\$51.87	\$53.42	\$55.02

Airport Operations Supervisor (Grade MA-8)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$72,945.60	\$75,129.60	\$77,376.00	\$79,684.80	\$82,076.80	\$84,531.20	\$87,089.60	\$89,710.40	\$92,372.80	\$95,180.80	\$98,009.60	\$100,942.40	\$103,958.40
Weekly	\$1,402.80	\$1,444.80	\$1,488.00	\$1,532.40	\$1,578.40	\$1,625.60	\$1,674.80	\$1,725.20	\$1,776.40	\$1,830.40	\$1,884.80	\$1,941.20	\$1,999.20
Hourly	\$35.07	\$36.12	\$37.20	\$38.31	\$39.46	\$40.64	\$41.87	\$43.13	\$44.41	\$45.76	\$47.12	\$48.53	\$49.98

Airport Operations Duty Officer (Grade MA-6)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$66,435.20	\$68,432.00	\$70,470.40	\$72,592.00	\$74,755.20	\$77,022.40	\$79,331.20	\$81,702.40	\$84,177.60	\$86,694.40	\$89,294.40	\$91,977.60	\$94,723.20
Weekly	\$1,277.60	\$1,316.00	\$1,355.20	\$1,396.00	\$1,437.60	\$1,481.20	\$1,525.60	\$1,571.20	\$1,618.80	\$1,667.20	\$1,717.20	\$1,768.80	\$1,821.60
Hourly	\$31.94	\$32.90	\$33.88	\$34.90	\$35.94	\$37.03	\$38.14	\$39.28	\$40.47	\$41.68	\$42.93	\$44.22	\$45.54

Airport Operations Coordinator (Grade MA-5)

40 hours/week

	0	1	2	3	4	5	6	7	8	9	10	11	12
	0-1 YR	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	10 YRS	12 YRS	15 YRS	20 YRS	25+ YRS
Annual	\$60,444.80	\$62,275.20	\$64,105.60	\$66,040.00	\$68,016.00	\$70,054.40	\$72,176.00	\$74,339.20	\$76,544.00	\$78,832.00	\$81,224.00	\$83,657.60	\$86,153.60
Weekly	\$1,162.40	\$1,197.60	\$1,232.80	\$1,270.00	\$1,308.00	\$1,347.20	\$1,388.00	\$1,429.60	\$1,472.00	\$1,516.00	\$1,562.00	\$1,608.80	\$1,656.80
Hourly	\$29.06	\$29.94	\$30.82	\$31.75	\$32.70	\$33.68	\$34.70	\$35.74	\$36.80	\$37.90	\$39.05	\$40.22	\$41.42

APPENDIX D

Guidelines For Conducting The Performance Appraisal

Purposes of Performance Appraisal

- A. To validate positive performance and improve performance where desirable
- B. To clarify expectations of performance
- C. To create a performance history for the record
- D. To build a stronger relationship between employees and their supervisors
- E. To improve individual performance, and thus organizational performance

Preconditions for Effective Performance Management and Performance appraisals

- A. Mutual understanding (employee/supervisor) of expectations of the job
- B. Consistent communication throughout the evaluation period
- C. Timely completion of the process
- D. Full employee participation in the performance appraisal process.
 - 1. Employees understand how to navigate the process
 - 2. Employees required to complete self-evaluation
 - 3. Supervisors do not treat the process as a “report card.” Rather, this is a process of mutual and respectful reflection on the contributions of the employee, appreciation of positive efforts and outcomes, and a committed mutual effort to address performance improvement needs or opportunities.
 - 4. Supervisor listens carefully to the employee and incorporates employee input into review.
- E. Supervisor shares the proposed evaluation with the next level of management *before* discussing it with employee.
- F. Supervisor and employee should keep notes during the review period about successes, notable events, and concerns.
- G. Evaluations should be done at the 6 month and 12 month intervals of employment, and annually thereafter.

Preparing the Appraisal (both employee and supervisor)

- A. Review notes (from E. above) about successes, notable events, and concerns.
- B. Generate a list of illustrative examples that characterize the employee’s performance during the rating period.
- C. Consider the meaning of each factor as it pertains to this job and this employee.

- D. Choose a rating factor that most closely matches the description of the level of the employee's work.
- E. Make note of at least two or three illustrative examples that fairly characterize the employee's performance over the course of the rating period. Illustrative examples are specific things that an employee has done (or perhaps has not done).
- F. As you move through the review, you will recall more illustrative examples. Add them to the list and use them appropriately as you rate additional factors.
- G. If goals have previously been set, note the goal, progress toward meeting that goal, and extenuating circumstances, if any.
- H. Establish 3 or 4 goals for the coming year. The goals must be realistic, somewhat challenging (but do-able), measureable, and accompanied by a time frame for accomplishment.
- I. Review what you have written so far, and summarize performance highlights and successes
- J. Review what you have written so far, and summarize ways in which the employee's performance needs to improve, or where improvement of knowledge, skills, abilities, or exercise of them would enhance performance.
- K. Consider the things that you as a supervisor will do (or what you as the employee want your supervisor to do) to assist the employee in improving performance. This could include elements such as coaching, mentoring, training, additional resources, etc.
- L. Create an overall summary of what you have said above.
- M. The supervisor should review the draft at this point with their supervisor for 3 reasons:
 - 1. To assure that the higher level supervisor does not disagree with the supervisor's proposed evaluation.
 - 2. To permit the higher level supervisor to assess the fairness of the ratings, and the thoughtfulness and appropriateness of illustrative examples.
 - 3. To get help with establishing fair, ambitious, measureable, attainable goals.
- N. The supervisor and employee should discuss how to do the review:
- O. The supervisor gives the employee their review in advance to think about, or
 - 1. Employee and supervisor swap their respective versions in advance, or
 - 2. The employee and supervisor come to the review prepared to discuss the appraisal, but keep their initial drafts to themselves.
- P. Select a time and place where you will have sufficient time for thoughtful discussion, minimal opportunity for interruption, and maximum privacy.
- Q. Consider the employees (or supervisor's) likely reactions, and consider how to communicate without raising defensiveness.

Conducting the Interview

- 1. Open the discussion with a review of what the process attempts to accomplish: appreciating the employee for their contributions, and discussing ways in which the employee might become an

even more effective contributor. Emphasize that this is a conversation, and not a monologue. Let the employee know that you are interested in their point of view at every step of the process, and will incorporate their point of view in the review to the extent possible.

2. Discuss each of the 11 rating factors, laying out your thinking, offering what you think of as appropriate illustrative examples, and welcome their thinking and their examples. Welcome employee perspectives with each rating factor. The employee will almost always have thought of illustrative examples that you did not think of. Include them as appropriate. Allow yourself to be persuaded to change language or ratings if the employee makes a persuasive case.
3. Review previous goals, and progress toward meeting those goals. Recall that this is a conversation, not a monologue.
4. Discuss proposed goals.
5. Summarize accomplishments during the rating period. Offer appreciation for good work, and for positive contribution.
6. Summarize employee strengths.
7. Discuss areas of improvement. Frame it to the extent reasonable as ways in which the employee can become even more effective. Consider that this question is not just “weakness” of performance, it is also how the employee can grow in skill and contribution to the organization. If there are serious performance problems, label them as such, and describe in some detail what is expected for improvement. This includes specific action steps, timetables for achieving them, and consequences of failure to do so. Discuss with Human Resources whether a Performance Improvement Program might be in order.
8. Assume that performance problems usually require efforts by the employee, and support from the supervisor to accomplish improvement. Identify what you will do as a supervisor (remove barriers, more training, coaching, etc.) to support performance improvement.
9. Maintain an attitude of interested detachment.
10. Ask employees to prepare their own summary statement, and let ~~them~~him/her know that you will revise your draft to reflect their input. Get back with them within a couple of days to review the revised document, and to sign it.
11. There is a statement at the end of the review that says that the employee’s signature does not signify agreement, but only that the employee has seen and understands the review. If the employee nonetheless refuses to sign it, the supervisor’s supervisor ought to be brought in to witness that the employee has seen the review, and should note as such on the performance appraisal.

If the employee disagrees with the review

If the employee disagrees with the review, there are several options available:

1. They are welcome to add their dissenting comments in the employee comment section of the appraisal form

2. They are welcome to add their own point of view in narrative form, to be included with the review in the personnel file
3. They can ask the supervisor's supervisor to hear them out if they feel treated unfairly
4. They can grieve the evaluation through the established grievance procedure with respect to one element only: Did the incident cited in the evaluation happen during the rating period?

APPENDIX E

Pro-Tech Performance Evaluation

Employee Name _____ Supervisor's Name _____

Title:

Time in Position:

Evaluation Type: Initial Evaluation _____
 Annual Evaluation _____

Key:

NA=Not Applicable

A=Above Standard Performance: Consistently Exceeds Standards

FS=Fully Satisfactory: Consistently Meets Standards, Sometimes Exceeds

NI=Needs Improvement: Sometimes Meets Standards, Sometimes Does Not

1. QUANTITY OF WORK

NA A FS NI

Produces expected quantity of work in the available time

Illustrative Examples: _____

2. QUALITY OF WORK

NA A FS NI

a. Produces work that is thorough, accurate, and of high caliber

b. Carefully checks the accuracy of own work

Illustrative Examples: _____

3. JOB KNOWLEDGE

NA A FS N

a. Possesses and exhibits job knowledge, organizational knowledge,
and knowledge of the discipline required to perform job effectively

b. Applies knowledge appropriately to routine and non-routine situations

c. Seeks to keep current in their profession and improve knowledge

Illustrative Examples: _____

4. INITIATIVE

NA A FS NI

- a. Takes responsibility for own work
- b. Considers “what if’s” and how to improve the process and/or outcomes of work
- c. Anticipates and solves problems or identifies them to appropriate people
- d. Considers broader impact of work; makes adjustments accordingly

Illustrative Examples: _____

5. ADAPTABILITY AND FLEXIBILITY

NA A FS NI

- a. Adjusts well to change
- b. Performs well in stressful situations
- c. Effectively assists subordinates and peers in accommodating work-related change

Illustrative Examples: _____

6. TEAMWORK & COLLABORATION

NA A FS NI

- a. Creates and maintains internal and (where necessary) external relationships necessary to effectively accomplish goals and objectives
- b. Recognizes and seizes opportunities for collaboration
- c. Gives and accepts positive and critical feedback thoughtfully and gracefully
- d. Participates in staff meetings, committees, educational activities, and special project teams as appropriate
- e. Identifies and resolves conflict effectively

Illustrative Examples: _____

7. JUDGMENT AND DECISIONS

NA A FS NI

- a. Interprets/applies City policies and procedures effectively
- b. Responds effectively to crises and difficult situations
- c. Makes timely, sound decisions
- d. Seeks assistance when appropriate
- e. Uses independent thought, originality, and reasoning in making decisions

Illustrative Examples: _____

8. ORGANIZATIONAL SKILLS

NA A FS NI

- a. Plans, coordinates and uses resources effectively
- b. Organizes and prioritizes work so that projects are done efficiently, and in order of priority
- c. Uses own and others' time well

Illustrative Examples: _____

9. CUSTOMER SERVICE

NA A FS NI

- a. Knows customer/client needs, and serves them skillfully
- b. Provides customer service within established deadlines, consistent with City values, standards, and policies
- c. Promotes positive internal and external customer relations by actively seeking and being responsive to customer feedback

Illustrative Examples: _____

10. COMMUNICATION SKILLS

NA A FS NI

- a. Communicates in a positive, consistent, and open manner
- b. Communicates with individuals about issues as they arise, in a direct and timely manner
- c. Expresses ideas professionally, clearly and concisely both verbally and in writing
- d. Demonstrates willingness to listen first in order to understand
- e. Maintains confidentiality in communications

Illustrative Examples: _____

11. SUPERVISORY SKILLS

NA A FS NI

- a. Sets and enforces standards; models appropriate behavior

- b. Supervises subordinates in fair and consistent manner
- c. Provides positive and critical feedback in a professional manner

Illustrative Examples: _____

Goals and Objectives:

Goal 1 from last review:

Progress toward meeting goal 1:

Goal 2 from last Review

Progress toward meeting Goal 2

Goal 3 from last review:

Progress toward meeting Goal 3

Goals for next Rating Period:

Goal No. 1:

Goal No. 2:

Goal No. 3:

Outstanding Accomplishments during rating period:

Employee Strengths:

Areas for Improvement:

Ways in which supervisor will support Performance improvement:

Evaluator Comments:

Employee Comments:

Employee Signature: _____

Date: _____

***My signature does not connote agreement with this evaluation. It signifies only that I have read it and understand it.**

Supervisor Signature: _____

Date: _____

Manager Signature: _____

Date: _____

Department Head Signature: _____

Date:

APPENDIX F

TRANSITIONAL WORK AGREEMENT

The Employee and the Employer enter into this agreement for a period of Transitional Work, as follows:

1. The date upon which the Employee sustained an injury is _____.
2. Pursuant to ~~Section 27.2~~~~the City of Portland's Transitional Work Policy~~, the Employee will return to work in a Transitional Work assignment on _____.
3. Attached is a copy of the Transitional Work Policy of the City of Portland which the Employee has read and understood.
4. The parties agree that the term of this Transitional Work assignment shall be 90 days, from the return to work date above until _____.

~~Dated this~~ _____ day of _____, 20____ ~~ff~~
~~ff~~
~~ff~~

~~Employee~~ ~~ff~~
~~ff~~
~~ff~~

~~City of Portland~~ ~~ff~~
~~ff~~
~~ff~~

APPENDIX G

BARRON CENTER SIDE AGREEMENT

The City of Portland and the Professional and Technical City Employees Association, in an attempt to institute a sick leave usage incentive program, have mutually agreed to the following program at the Barron Center:

1. Notwithstanding Article 16 - SICK LEAVE and Article 13 VACATION, effective January 1, 1987 and continuing, the Pro-Tech Association members located at the Barron Center shall be participating in the City's sick leave incentive plan.
2. Sick leave shall accrue at the rate of .87 hours per week.
3. Vacations shall accrue according to the following schedule:

0 - 3 years - 1 week - .72 hours per week
4 - 5 years - 2 weeks - 1.44 hours per week
6 - 11 years - 3 weeks - 2.16 hours per week
12 + years - 4 weeks - 2.88 hours per week
4. The provisions of the collective bargaining agreement pertaining to unused sick leave upon retirement shall be prorated consistent with the terms of this side letter.
5. The provision for conversion of sick leave in Article 16.5 is modified as follows: a Barron Center employee is eligible for conversion if ~~they use(s)he uses~~ the equivalent of one or fewer sick days within a twelve (12) consecutive month period.

ff
ff

For the City of Portland

Date

ff
ff
ff
ff

Professional and Technical
City Employees Association

Date

ff

APPENDIX H
Department of Public Works
EMPLOYEE INCENTIVE PROGRAM
CREATED SPRING 2001 (Updated January 2008)
TO RUN WITH FISCAL YEAR (JULY THROUGH JUNE)

All unit employees hired on or before July 3, 2016 will remain eligible for the Public Works Incentive Program while they hold the position as a Pro-Tech bargaining unit employee in the Public Works Department. Any new employees hired after July 3, 2016 will not be eligible for the Public Works Incentive Program.

Purpose

To encourage and reward safe and active participation in the workplace Community.
Also to reward those who go above and beyond their normal duties to make sure a job gets completed accurately in a timely fashion.



Program Parameters

The program will run from July 1st through June 30th (fiscal year). All Department employees are eligible to participate. Employees will start with NO points. Points will be added for categories to give employees a total score at the end of the program. We encourage employees to report any category throughout the year without waiting until the end to do so. The goal is to get as many points as possible.

Point Values/Categories

Attendance

Attendance is very important in order to be productive in this Department.

We will be basing the attendance scores on the way the new sick policy leave is currently set up. The **Department** will have the responsibility of reporting this category. We will award points for lack of occurrences, not hours sick was used. There will not be any type of penalty for sick leave donations or conversions. The points in this category are as follows:

▶	Perfect Attendance (zero use of sick time)	25 points
▶	1 day (can't exceed total hours of one shift)	20
points		
▶	2 days (can't exceed total hours of two shifts)	15
points		

- ▶ 3 days (can't exceed total hours of three shifts) 10 points
- ▶ 4 days (can't exceed total hours of four shifts) 5 points

A safe workplace enhances both productivity and pleasure on the job.

Safety

Points will be added in this category for employees who do not have a lost-time injury. The responsibility of reporting this information will be by the Department. If an employee is sent home the day of an injury, that will not count as lost time. Vehicle accidents will also be part of this category as they are costly and are cause for loss of productivity. We also would like to encourage employees to join the stretching program as that also results in lower on-the-job injuries. We also want to encourage employees to report any conditions they feel are unsafe. These should be reported to your Section's Supervisor, Safety Representative or the Safety Officer. The points for this category will be as follows:

- ▶ Leading Stretching (Two Weeks) 5 points
Supervisor/Coordinator must verify
- ▶ Stretching Participation 5 points
- ▶ Employees With No Accidents 2, 3, 4, 5 or 6 points
(points determined by list determined by high mileage drivers submitted by Committee)
- ▶ No Lost Time Injuries 2 or 5 points
(based on preventable, exposure)
- ▶ Safety Committee Participation 5 points
(based on attendance – 10 out of 12)

Education and Training

The Department values continued skill building and training that would increase the employee's production in the long run. The Department also expects Supervisors to encourage and educate their employees that training possibilities are available.

Points will be assessed in this category according to what type of education and training the employee had. The responsibility for reporting this information will be by the employee. We will be asking for proof of the course by providing a copy of a certificate, receipt of payment for the course, etc. to prove that the course was actually taken. The points for this category will be as follows:

- ▶ Semester Length Course (benefits Department) 5 points
- ▶ College sponsored Degree or Certificate 10 points

(one time only upon receipt)

▶ Seminars/Half Day, One Day Training	2 points
▶ Seminars - Two Days Training	3 points
▶ 40 hour OSHA Training	4 points
▶ CPR	3 points
▶ First Aid	1 point
▶ Equipment Certification	2 points
▶ Re-Certification Courses	1 point

There will be a 15-point cap on this category!

Customer Service/Recognition

The Department values excellent customer service whether it be in-house or outside the Department.

Points will be assessed in this category according to what type of recognition an employee receives. The responsibility of reporting this information belongs to both the **Department** and the **employee**. Positive feedback not only boosts morale but also gives employees a good attitude knowing their work is highly appreciated. The points for this will be as follows:

▶ City Employee of Month	5 points
▶ Department Employee of Month	5 points
▶ Employees Who Nominate Employee Chosen for City or Department Employee of Month	3 points
▶ Positive Mention in Media	2 points
▶ Positive Recognition - General Public	1 point
▶ In-house Memos & Letters	1 point

There will be a 15-point cap on this category!

Department Involvement

The Department offers opportunities for employees to participate on various committees or events throughout the year giving them a chance to voice their input.

Points will be assessed in this category depending on what committee the employee has served or participated on. The responsibility of reporting this information belongs to the **employee**. The committee will determine what category the committee will fall under as listed.

Attendance/Participation is a factor for points. The points for this will be as follows:

▶	Ongoing Committee Participation	3 points
	(Examples: Leadership, Accident Review, EOM, Incentive, Peer Review, etc.)	
▶	Chair Person	2 points
▶	Vice Chair	1 point
•	Recording Secretary	1 point
▶	Adhoc Committees (event planning)	1 point
▶	Disasters/Helping Other Communities	2 to 5 points

There will be a 15-point cap on this category!

Bonus Points

Conscientious and caring employees contribute to the diversity and innovation in their wonderful City and Community.

Employees who volunteer for community service, make contributions, etc. show they care. **Employees** will be responsible for reporting this information. The points for this will be as follows:

▶	Community Involvement	Up to 5 points
TOTAL	(Points awarded at discretion of Committee)	
▶	Charitable Contributions	2 points
TOTAL	Anyone making a contribution for any charity (must be verified)	
•	Carpooling/Alternate Modes of Transportation	
	30 Work days	3 points TOTAL
	60 Work days	6 points TOTAL

There will be a 10-point cap on this category!

Awards

Awards will be presented as follows:

▶	One Day Off	30 points total
▶	Two Days Off	40 points total
▶	Three Days Off	50 points total

One Week Off **60 points total**
**** POINT STANDINGS WILL BE DETERMINED UPON TOTAL POINT VALUE
WHEN TALLYING FINAL FIGURES**

PUBLIC WORKS EMPLOYEE INCENTIVE PROGRAM

Elective Points Tally Sheet

Employee Name: _____

Division: _____

Safety

Stretching Participation: Yes _____ No _____

Supervisor Approval: _____

*Employees who lead stretching for two consecutive weeks can earn extra points.
Please have a Supervisor sign below and indicate the date of the two-week duration.*

Date: _____

Approval Signature: _____

Are you a current member of the Safety Committee: Yes _____ No _____

Education & Training

Course Name: _____

Length of Course: _____

Date: _____

Job Related: Yes _____ No _____

Course Name: _____

Length of Course: _____

Date: _____

Job Related: Yes _____ No _____

***Employees need to attach a copy of the certificate if given one. Anything
offered in-house should also be listed here.***

Customer Service/Recognition

Media Coverage Date: _____

Topic Discussed: _____

Media Coverage Date: _____

Topic Discussed: _____

Letters from Citizens/Residents – Attach copy

In-house Letters or Memos – Attach copy

Department Involvement

Committees Participate on: _____

Supervisor Approval: _____

Employees need to be aware that attendance to these meetings will be a factor for scoring.

Did you help out another community during a disaster, etc.?

Yes _____

No _____

If yes, when, for what purpose and how long: _____

Bonus Points

Community Involvement:

Name of Group/Company: _____

How Involved: _____

Charitable Contributions:

Name of Charity Contributing to: _____

Carpooling/Alternate Modes of Transportation:

Dates and Method: _____

Supervisor Approval: _____

Other Comments

APPENDIX I

SIDE AGREEMENT

Recreation employees need to establish work schedules that are consistent with the services provided by the department. Upon contract execution employees will submit their schedule requests to the Director of Parks, Recreation and Facilities-~~Management~~, or Designee.

Schedules consisting of five (5) consecutive work days and two (2) days off will be approved as long as those schedules are developed around the needs of the department and their program area. Their days off will not necessarily be Saturday and Sunday.

Employees may, with the approval of the Director of Parks, Recreation and Facilities-~~Management~~, or Designee, choose to work a schedule that exceeds a five-day week or that does not include two consecutive days off.

All schedules must be approved by the Director of Parks, Recreation and Facilities-~~Management~~, or Designee. The Director, or Designee, reserves the right to require employees to modify their schedule in the event of scheduled absences that impact the department's ability to deliver a scheduled program.

City of Portland	Date
	
	
	
	
Professional and Technical	Date
City Employees Association	
	

APPENDIX J

PUBLIC WORKS SIDE AGREEMENT

During the year, winter storm events or other events that affect the public safety of the citizens of Portland may require a coordinated departmental and/or City response.

A. Winter Storm Events

During the winter period when sufficient numbers of Public Works employees from the Pro-Tech bargaining units who normally perform winter operations work are not available, the Director of Public Works or designee may require Pro-Tech Public Works and Parks, Recreation and Facilities employees, whose normal job duties do not include winter operations functions, to assist with winter operations during their regular work hours. The intent is to supplement or substitute for those employees from the Pro-Tech bargaining unit whose normal job duties include winter operations functions.

The requirement for employees, whose normal job duties do not include winter operations functions, to perform winter operations work is limited to the regular work day except in cases of prolonged events where available staffing is not sufficient to meet the needs of the event. At the request of the Director or designee, this requirement may be extended for any given storm event to a combined total of up to 16 hours (7.5 regular hours plus additional 8.5 hours) to end not later than midnight. Such extension will be with the concurrence of the affected employee, except in cases of prolonged events, and the employee will be provided with a return time at least one and one-half hours prior to the end of their regular shift.

In cases of prolonged events where Pro-Tech staff is required to supplement or substitute for other Pro-Tech personnel performing winter operations, the on-duty Winter Coordinator will provide the employee with a return or report time.

The Department shall assign employees for the best use of their skills according to the needs of the City as determined by the Department Director or designee. Except in the case of prolonged events, no unit members, except for those employees whose normal job duties include winter operations functions, will be required to participate in winter operations during the weekend days of Saturday and Sunday or on City observed holidays. Employees assigned to winter operations will not be disciplined for not performing their regular duties during the period of assignment or for delays directly attributable to said assignment. Positions that will be utilized during winter operations are the Paving Coordinator,

Construction Engineering Coordinator, Traffic Coordinator, District Coordinator, Wastewater Facilities Coordinator, and the Parks Operations Manager/Arborist.

Employees will be eligible for a \$10.00 meal allowance after working twelve (12) consecutive hours, providing that at least four (4) of those hours are performing winter operations duties. Employees who work beyond their regular work hours at the Department's request will receive time and one-half times their regular hourly rate.

Prolonged events, as referenced above, are defined as storms or other winter weather events lasting for 72 hours or more from the start of the event through the entire event including clean-up operations (such as, but not limited to: re-plowing, snow removal/hauling, and Emergency No Parking snow removal operations).

B. Non-Winter Storm Events

Other events that affect the public safety of City of Portland citizens, primarily weather-related, that occur at any time during the year may require a coordinated departmental response. Departmental employees will be expected to respond as needed according to Article 11.1.2.

Agreed to by: 



_____ 

City of Portland _____ Date 



_____ 

_____ 

Professional and Technical _____ Date 

City Employees Association 



APPENDIX K

MEMORANDUM OF AGREEMENT

This agreement applies to unit employees who work in the following departments: Public Works or Parks, Recreation and Facilities ~~Management~~. The City will continue the prescription eyewear reimbursement program for employees whose work involves regular exposure to eye hazards in accordance with the following guidelines:

Eligibility

Engineering employees and other employees the Department Director authorizes as being regularly exposed to eye hazards are eligible for this reimbursement program.

- Employees who are hired on or after July 1, 1998, and
- Employees hired previously who did not take advantage of this program because they were not required to wear glasses prior to July 1, 1998.

Reimbursement Amount

The City will make a one-time reimbursement of \$30 to the employee for the purchase of one (1) pair of safety prescription eyewear (with an additional \$20 available for bifocal lens cost) providing the employee submits proof of purchase dated on or after July 1, 1998. Eyewear must be in compliance with ANSI standards to be eligible for the reimbursement.

This is a one-time reimbursement not a yearly reimbursement. Engineering employees may use a portion of their clothing account to fund the balance of the cost, if an initial purchase, or the full cost if a replacement purchase.

Employees who claim that their prescription eyewear has been damaged at work and request replacement through the Workers' Compensation system will be expected to provide sufficient documentation to substantiate that the damage occurred during the course of and arising out of the performance of duty and that the damage was not due to carelessness on the part of the employee. The City will continue to track Workers' Compensation costs and a significant increase in costs will be cause for the City to terminate this program.

¶

Agreed to by: ¶

¶

City of Portland

Date ¶

¶

Professional and Technical City

Date ¶

APPENDIX L

JETPORT SCHEDULING

A. Scheduling

The Jetport Operations Department operates 24/7 with team members working rotating schedules. To ensure consistency and stability, the Jetport will ensure shift rotations remain sequenced and scheduled without change. Employees will rotate through the available shifts in sequential order without any variation due to a decrease in staffing or other personnel matters. This ensures that employees can plan months and / or years in advance to ensure consistency. The standard work week for all Jetport Operations employees shall consist of 40 hours, broken into four (4) ten (10) hour shifts. A schedule with all rotations will be posted in the Operations Center.

B. Shift Vacancies

To ensure consistency, the Jetport will fill vacant shift for Airport Operations Coordinators and Airport Operations Duty Officers in accordance with the following procedure:

1. When management determines a vacant shift needs to be filled, management will first attempt to fill the shift as an overtime opportunity on a voluntary basis by canvassing qualified employees in the subgroup classification in accordance with departmental policy.
2. In the event there are no volunteers, management may elect to reduce or leave a shift unfilled if conditions permit.
3. If an overtime opportunity is not filled through the voluntary procedure and is deemed essential, employees will be mandated to work a vacant overtime shift. A rotating on-call or standby procedure will be used. No employees will be required to work more than (16) consecutive hours. Employees may not leave work until relief arrives or they have management's approval. Employees must adhere to and follow the mandatory rest period of 8-hours.

4. Employees should submit known time off requests as far in advance as possible to ensure any coverage vacancy can be filled through voluntary means.

C. Holidays

The Jetport is committed to supporting employees in observing all recognized City of Portland holidays. When two or more employees are scheduled to work the identical shift on a designated holiday, efforts will be made to minimize required staffing while ensuring operational needs are met. The following procedure shall govern holiday shift assignments:

1. Voluntary Holiday Observance by Seniority

Employees scheduled for the identical holiday shift shall be contacted in order of seniority and offered the opportunity to observe the holiday and be scheduled off. If the most senior employee declines the opportunity, the next most senior employee shall be contacted, and so on, until a volunteer is identified. Volunteers shall receive their regular straight-time pay for the holiday observance.

2. Mandatory Assignment if No Volunteers

If no employees volunteer to observe the holiday, the shift shall be assigned to the employee with the highest seniority among those originally scheduled for that shift. All other employees who were originally scheduled to work the same shift shall be scheduled off in observance of the holiday. These employees shall receive their regular straight-time pay for the holiday observance.

3. Exceptions

In the event that operational requirements necessitate maintaining standard staffing levels during a recognized holiday, the above holiday scheduling procedures shall be temporarily suspended. In such cases, affected employees will be notified.

Formula for New Program Costing on Tax Rate

1) FY25 Valuation:	15,145,000,000	\$15,145,000
2) FY25 Tax Rate (Total City & School): Levy / (Valuation/1000)		\$15.01
(a) FY25 Tax Rate (City):		\$6.57
(b) FY25 Tax Rate (County):		\$0.56
(c) FY25 Tax Rate (School):		\$7.88
3) FY25 Value of \$0.01 of Tax Rate (Total City & School):		\$151,450

FISCAL IMPACT NOTE			FY26		FY27		FY28	
			City / Sch		City / Sch		City / Sch	
New Program Cost Data:			City Rate	Combined Rate	City Rate	Combined Rate	City Rate	Combined Rate
Example:								
ADD: NEW ITEM ANNUAL EXPENDUTURES				\$549,000		\$565,000		\$574,000
LESS: TOTAL NEW ITEM ANNUAL REVENUES				\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION			\$549,000	\$549,000	\$565,000	\$565,000	\$574,000	\$574,000
New Program Impact to the Tax Rate			\$0.0362	\$0.0362	\$0.0373	\$0.0373	\$0.0379	\$0.0379
New Program % Impact on Tax Rate			0.5517%	0.2415%	0.5678%	0.2485%	0.5769%	0.2525%
Tax Rate Including New Program			\$15.05	\$15.05	\$15.05	\$15.05	\$15.05	\$15.05

This contract includes wage increases of 4% for FY26, 4% for FY27 and 2% for FY28 and other minor reclassifications.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: August 25, 2025

SUBJECT: Order 79-25/26 Designating the Lambert Woods South Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali, Chair. The HEDC met on July 15, 2025 and voted 4-0 to recommend approval of this item by the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/20/2025

Final

Action 11/3/2025

Can action be taken at a later date: No State law requires a 10 -day public hearing notice for approving Affordable Housing Tax Increment Financing Districts. The notice was published in the Portland Press Herald.

Does this item involve a new contract with the City: Corporation Counsel will review and approve all legal documents required for this transaction.

PRESENTATION: Mary Davis will be available for questions

I. SUMMARY

Approval of an Affordable Housing Tax Increment Financing District and Development Program for Lambert Woods South, 165 Lambert Street

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 15, 2025, and voted 4-0 to recommend approval of this item by the City Council. On August 25, 2025, the City Council approved a one-year extension of the Purchase and Sale Agreement between the City of Portland and Maine Cooperative Development Partners, LLC (MCDP).

Maine Cooperative Development Partners, LLC (MCDP) has development approval for 90 Cooperative Housing homes in eight buildings to be built on property at 165 Lambert Street. After the transfer of the property by the City to MCDP, MCDP will transfer the property to Lambert Woods Cooperative. All the units will be affordable to households at or below 100% of the area median income (\$129,800 4-person household; \$103,850 2-person household). The project will be built in phases with 22 homes in the first phase. MCDP is requesting the City establish an Affordable Housing Tax Increment Financing (AHTIF) District with a CEA that would return to the developer 75% of the new tax revenue generated by the project for 30 years.

The proposed project would be taxable, with an estimated annual assessment of \$18,760,000. This number also represents the increased assessed value as the current or original assessed value is \$0. The estimated annual assessed value is based on the current project pro forma and development costs. An actual assessed value will be assigned to the project as it is constructed using the pricing schedules put in place at construction. Using current information, including the FY26 mil rate of .01198, the annual tax is estimated at \$224,745. TIF

projections and proposed district map are included in the backup.

Seventy-five percent (75%) of the increased tax revenue would be captured and returned to the project/developer through a CEA. The remaining twenty-five percent (25%) non-captured revenue from the increased assessed value will be general fund revenue. The CEA would return approximately \$6,838,099 in captured tax revenue to the project/developer (averaged at \$227,937 annually over thirty years) to support project debt service and payment of deferred developer fees. Non-captured general fund revenues are estimated at \$2,279,366 (averaged at \$75,979 annually over thirty years).

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

III. BACKGROUND

For 99 years after completion and transfer to the limited equity cooperative, all of the units will be affordable to households earning at or below 100% of the area median income (\$127,500). At the time of initial sale, up to 20% of the membership interests may be sold to households earning up to 120% of the area median income (\$153,000 family of 4). All subsequent sales will be to households earning at or below 100% of the area median income. For the purposes of this project, affordable means that the percentage of income a household pays for housing costs (including cooperative fees, housing expenses, utilities) shall not exceed 30% of the household's gross monthly income.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase and modify the overall supply of housing citywide to meet the needs, preferences and financial capabilities of all Portland residents. Council Goal 2: Housing Affordability.

V. FINANCIAL IMPACT

With the tax-sheltering benefits of TIF Districts, overall savings to the City during the term of the district average an estimated annual amount of \$110,869.70 $\pm$, or \$3,326,091 $\pm$ over the life of the district.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends approval of the Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement for this project.

VII. RECOMMENDATION

The Housing and Economic Development Committee met on July 15, 2025 and voted 4-0 to recommend approval of this item by the City Council.

VIII. LIST ATTACHMENTS

1. Order - Designating Lambert Woods South an Affordable Housing Development and TIF
2. 00 Final LWS UW Memo 10825
3. Lambert Coop South 22 units
4. 2.b.ii. Lambert Woods South Maps and Site Plans
5. 8-29-2025 TIF Model LWS - Sheltering
6. 8-29-2025 TIF Model LWS - Taxes
7. Att 7 Dev Prog Lambert Woods South clean for council 101525
8. Att 3.2 Dec of Cov clean for council 101525

Prepared by:

Mary Davis, Division Director

Date: 08/25/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DESIGNATING THE LAMBERT WOODS SOUTH AFFORDABLE HOUSING
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT AND ADOPTING
THE MUNICIPAL DEVELOPMENT PROGRAM FOR THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development and Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Lambert Woods Cooperative intends to construct certain improvements within the Lambert Woods South Affordable Housing Development and Tax Increment Financing (“TIF”) District, including 42 one-bedroom, 20 two-bedroom, and 28 three-bedroom units for a total of 90 units of affordable housing; and

WHEREAS, the developer will utilize 75% of the tax revenues generated in the District for 30 years; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the Lambert Woods South Affordable Housing Development and TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10)

days prior notice published in a newspaper of general circulation within the City;
and

WHEREAS, the City desires to designate the Lambert Woods South Affordable Housing Development and Tax Increment Financing District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the Lambert Woods South Affordable Housing Development and TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the Lambert Woods South Affordable Housing Development and TIF District Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “Lambert Woods South Affordable Housing Development and Tax Increment Financing District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “Lambert Woods South Affordable Housing Development District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District

by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “Lambert Woods South Affordable Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. Chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Housing and Economic Development Director is authorized to submit annual reports on the status of the “Lambert Woods South Affordable Housing Development and Tax Increment Financing District” on behalf of the municipal legislative body.

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Lambert Woods South Cooperative
Date: 10/8/25

Maine Cooperative Development Partners (MCDP) requests \$2.2 million in Housing Trust Funds as a construction/permanent loan for a 22-unit Phase I cooperative development on the Lambert Woods South site. MCDP also requests an Affordable Housing TIF of 75% for 30 years for the full site, covering all phases of the development. This would support a proposed new construction limited equity cooperative housing development serving households at 100% of AMI on the Lambert Woods South site (with up to 20% of the initial sales to households at 120% AMI). The envisioned final build-out is for a 90 unit co-op in multiple phases.

The undeveloped parcel was awarded to Maine Cooperative Development Partners (MCDP), along with the (now) Lambert Woods North site, for a proposed limited equity cooperative development. The development of the parcel has been divided, with Lambert SOUTH proposed for development as a cooperative and Lambert NORTH proposed for a rental housing development via a Joint Venture with Preservation of Affordable Housing (POAH) which is described in previously distributed materials.

The principals of MCDP are Matthew Peters, Liz Trice, and Brian Eng. Matthew Peters worked for Avesta for 8 years and is now also Executive Director of the Freeport Housing Trust. Brian and Liz bring complementary development and public sector experience.

As requested, the City is asked to provide financing of \$100,000 per unit. This subsidy is in addition to the City subsidy by transfer of the land, and the requested 75% TIF, which is currently estimated in year one to be \$52,500, or \$2,386 per unit.

Permanent Sources and Uses

Permanent Sources:		Permanent Uses:	
Kennebunk 1 st mortgage	\$3,000,000	Acquisition	\$1
CDFI 2 nd mortgage loan	\$2,450,000	Construction hard costs	\$6,297,124
City of Portland HTF	\$2,200,000	Hard & Soft Contingency	\$394,856
Foundations (Sewell, UHAB)	\$1,250,000	Soft costs	\$1,709,019
Co-op Share Equity	\$220,000	Capitalized Reserves	\$44,000
Deferred Developer Fee	\$175,000	Developer Fee	\$850,000
Total Sources:	\$9,295,000	Total Uses:	\$9,295,000

Kennebunk Savings has issued a commitment letter dated 9/29/25 for a construction/permanent loan in the amount of \$3 million, with a 3-year interest only period and a total term of 30 years. Kennebunk has offered two different interest rate options, but ultimately, the interest rate is variable (without caps) after no more than 5 years. The CDFI loan will be shared among five CDFIs and a local foundation, administered by Cooperative Fund of New England. MCDP does not yet have a term sheet for the participation loan, but has provided letters of interest from most of the anticipated loan participants.

CDFI's have relatively short-term capital and the term is likely to be 5 years. MCDP states the CDFI's will be interested in refinancing at the end of the term. The Sewell Foundation issued a letter of interest dated 7/2025 in the amount of \$250,000. The UHAB foundation has an existing loan to the project of approximately \$894,000. This funding was originally envisioned as pre-development funding, and has been essential operating capital for MCDP to advance all its projects. The term has been extended multiple times and is now 2027. MCDP states UHAB has expressed interest in extending its loan. MCDP has agreed to defer 20.6% of its developer fee, bringing their cash out developer fee to 8% of TDC and \$30,682/unit.

The \$2.2 million permanent funding request to City of Portland is an average per-unit subsidy of \$100,000 for the Phase I co-op. Because the standard subsidy used to produce affordable housing, LIHTC funding, is not available to moderate-income projects, the City is requested to fill the gap between the development cost of the units and what is affordable to moderate-income households from the combination of capital subsidy, TIF operating subsidy, and donation of land.

Cooperative Share Equity is based on an average share price of \$10,000. Soft marketing to date has generated an interest list of 410 households, with current deposits of \$500 from 26 households.

MCDP hopes to finance 68 additional units (for a total of 90 units) in a subsequent phase (or phases) of the co-op with HUD's 213 Cooperative Housing program. This program has not seen much action since the 1970s, but MCDP is working with a mortgage originator who has identified HUD staff who want to see the program revived. Nationally, two 213 projects closed in FY24. A successful Phase I will demonstrate demand for this product that is new to the market in Maine.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

Construction costs are estimated by Backyard ADU dated 9/18/25 and will be manufactured off-site in part and assembled on-site. This estimate includes provision for prevailing wage requirements. MCDP says that Backyard ADU anticipates contracting with Professional Building Systems, Inc., a Pennsylvania-based modular builder, but has not made a final decision. MCDP has done no due diligence on this supplier of modular components.

Total construction cost divided among the 22 residential units is \$300,545, including \$71,203/unit in site development expenses and \$215,000 for hard construction per unit is significantly **lower** than other recent projects, reflective of savings from manufactured components and smaller unit size. Contractor profit and overhead are estimated at 4.7%, far below the industry standard of 14% (maximum) for contractors using stick-built construction techniques.

Soft Costs:

Soft costs fall broadly within industry standards. One exception is architectural, which at over \$33,000 per unit is very high. MCDP states this is because, "Extensive site design work and ideation around building design and lots of work with the neighborhood and planning board was required." This first phase is bearing the cost of over \$500,000 in early architectural work for the originally envisioned 90 unit development. This architectural work was used for planning approval but not used for the buildings

since modular was ultimately pursued. Total developer fee of \$850,000 is 10% of total development costs, excluding reserves and developer fee. This is at the high end of industry standards. MCDP is showing a deferral of \$175,000 of the total fee.

Contingency:

MCDP is budgeting an industry-standard 5% hard cost contingency. Backyard ADU is carrying an additional 4.7% contingency. A combined contingency approaching 10% is good planning considering the continued high level of economic uncertainty, and persistent inflationary pressures in the construction industry.

Soft cost contingency is \$80,000, which is just less than 5% of soft costs. This is close to industry standard, and probably adequate, given the stage of project development.

Acquisition:

The site is owned by the City, which awarded it to Maine Cooperative Development Partners for the development of a limited equity cooperative. The donation of the land is an important part of the subsidy package that keeps the rents affordable. There is no current appraisal of the land, but for insight on how important the land subsidy is, there are currently 2 single family lots listed for sale in north Portland on Zillow (9/9/25), ranging in size from .19 acres to .30 acres and ranging in price from \$175,000 to \$300,000. MCDP plans to develop about 4 acres of the almost 18 acre total parcel, preserving substantial green space and wetlands. Roughly estimating the value of 1/10 of an acre at \$100,000, the 4 acres being developed would have an estimated value of \$4 million.

Operating Budget & 20 Year Cashflow Projection

Project Income:

A market study has been provided dated February 15, 2023. This is too old to be of use in understanding the competitiveness of the project's cost structure in the current market.

In the chart below, projected rents are compared with rents affordable to households at 80% and 100% of Area Median Income (AMI) where "affordable" is defined as paying 30% of income to housing expenses. For each unit size, the projected rent falls above 80% AMI and below 100% AMI.

Projected Rents:

Unit Type:	Projected Rent	Affordable at 80% AMI	Affordable at 100% AMI
1 bedroom (10 units)	\$2,231	\$1,948	\$2,435
2 bedroom (10 units)	\$2,550	\$2,338	\$2,922
3 bedroom (2 units)	\$2,868	\$2,700	\$3,375

The financing of housing cooperatives can be structured in several different ways, some with more similarity to a condominium and some with more similarity to rental housing. A co-op is financed more like a condo when each co-op member buys a large share and gets an individual loan on that share, like a mortgage on a condo. A co-op is financed more like a rental property when each member buys a relatively small share (more like a downpayment, typically paid with household savings) and the majority

of the debt is held collectively. Lambert South is structured more like a rental property, with all but the \$10,000 co-op share price financed through organizational debt. Individual co-op members will buy shares for \$10,000, functionally similar to a downpayment. Co-op members will make monthly payments to co-op carrying charges, very similar in scale to rent, which will cover the operating expenses of the project and the mortgage payments. Hence, though the co-op members will own the property, the operating budget analysis will be very similar to a rental property.

MCDP's experience with condo sales at their Dougherty site sheds some limited light on demand for modular units: 15 of the 20 Dougherty units have been reserved, including all three-bedroom units and 3 of the 8 one-bedroom units. MCDP is optimistic that one-bedroom units will be fully reserved once a one-bedroom unit is available to view.

Residential vacancy is budgeted at 3%, substantially below the **rental** industry standard of 5%. Since the cooperative is a form of ownership, with a limited equity share value, it is plausible that turnover will be lower than in rental properties. However, it is also a new form of ownership for the City of Portland, so buyers will likely not have experienced this structure before, making it hard to predict market behavior.

Like Lambert North, this property is an experiment in demand for housing with limited parking in a car-dependent location. Phase I will have more conventional parking ratios, with 24 on-site spots (1.09 dedicated spots per unit) available for rent for \$150/month. There will also be 14 street spots (subject to snow restrictions), which will be free and available to both Lambert North and Lambert South residents. The bus line stops at the site and will be improved with a bus shelter. The site's walk score of 14 (considered "car dependent"), transit score of 31 ("some transit"), and bike score of 32 ("somewhat bike-able") suggest this location will be a challenge for those without a car. The 2023 market study says of the location, "Despite a bus route servicing the area, most will need a car for daily activities & employment," and "There is a lack of retail and employment in the immediate vicinity. The property is more isolated than other locations in the City of Portland."

Operating Expense

The pro forma reflects a per-unit operating cost of \$9,687 which appears moderate in the current climate. (For comparison, Lambert North per unit cost is budgeted at \$10,169). Of that, \$3,182 per unit is real estate taxes, leaving funds for other operating expenses a slender \$6,505. All utilities are included, with an estimated utility expense per unit (including common spaces) of \$1,800/unit/year, or just \$150 per unit per month. (For comparison, Lambert North has an "all in" projected utility expense, combining renter utility allowance and owner-paid utilities of \$283 per month.) While solar is anticipated and will reduce utility costs, this is another way in which Lambert South is an experiment.

MCDP anticipates using Preservation Management for property management. The administrative fee is budgeted at 4% of gross income, lower than is typical for LIHTC rental projects due to the anticipated greater stability of residents and absence of complex tax credit monitoring requirements. Grounds costs appear very minimal, budgeted at \$10,000 despite significant exterior amenities to maintain, including interior roadways and parking. (For comparison, Lambert North per unit grounds expense is \$78,563, almost eight times Lambert South.)

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

75% 30 Year TIF: A 75% TIF generates a year 1 DSCR of 1.15 on all “must pay” debt (all lenders except City and deferred developer fee). The City’s TIF Model spreadsheets are based on the 90 unit build out, but taking the proportional value for the 22-unit Phase I development, the year one value of a 75% TIF would be \$52,500 and the 30 year value of the TIF would be \$2,129,826. The year one 75% TIF provides the equivalent of a year one subsidy of \$2,386 per residential unit, and the total TIF subsidy is projected to be \$96,810 per unit over the 30-year term.

Developer Financials

MCDP is a young organization and has not yet had an audit. Their 2024 Income/Expense shows no operating income and \$13,515 in expenses. However, that dramatically understates their activity. Consistent with GAAP, their project-related predevelopment expenditures are accounted for on their balance sheet, in project pre-development accounts, one each for Lambert North and Lambert South. Douglass Commons condo construction activity has been moved to a different holding company. MCDP’s 2024 Equity position (equivalent to a non-profit’s “Net Assets”) was \$262,752. MCDP ended 2024 with \$101,555 in current assets (cash holdings) and current term liabilities of \$49,981 for a current ratio of 2.03.

For 2025 through July 31, 2025, the Profit and Loss statement again reflects no income and limited (\$6,068) expenses. The action, again, is reflected on the Balance Sheet, where MCDP’s equity position has declined modestly to \$204,620. MCDP shows current assets (cash & equivalents) of \$57,803, and current liabilities of \$14,000. The resulting current ratio is 4.13.

A substantial portion of MCDP’s predevelopment funding has come from a subsidiary of UHAB, which lent the young organization up to \$1,235,000 at 1.5% interest. The current balance on that loan is \$894,104. The original two-year term of the predevelopment loan came due in 2023 and has been extended to 2027.

While MCDP is young, its financial transactions are increasingly complicated, and it will lay important groundwork for future financial stability to get an audit for operations through end of 2025.

Recommendations

The developer must at a minimum meet three primary criteria for an AHTIF approval:

1. Community Need: “...site-specific AHTIF designations must address an identified community need.”

MCDP proposes 22 units of workforce housing for households at 100% – 120% AMI, in Phase I of what is planned to be a 90-unit development. Workforce housing is identified as a community need in Portland’s Plan 2030 and the City Council’s 2025 Common Goals.

2. Financial Necessity: “The applicant must demonstrate the City’s participation is financially necessary in order for the project to proceed.”

The financial projections demonstrate that a 75% TIF will be necessary for the project to proceed. The TIF functions to support the cashflow of the project and demonstrates a cashflow cushion to the mortgage lender to meet the lender's underwriting standards, in this case, an anticipated requirement of 1.15 DSCR on the combined "must pay" mortgage debt. While the 30-year pro forma based on MCDP's budget shows cashflow ballooning to an unacceptably high 1.85 in year 30, given the risk of this new ownership type, the aggressive assumptions the developer has made about operating costs, and the variable rate financing, the 75% 30-year TIF is necessary to protect the viability of this project.

3. Financial Capacity: "The applicant must demonstrate financial capacity to support their project."

MCDP's financial statements have gradually improved over its few years of operations. MCDP principals have successfully used their ties in the development community to move projects forward, alone or in partnership. While they do not have deep pockets, they have demonstrated a capacity to support their project through determination, persistence, and creative financing strategies.

I recommend a 75% AHTIF with a 30-year term, and a \$2.2 million loan from the Jill C. Duson Housing Trust Fund at 0% interest, with a 30-year term on the conditions outlined below. Repayment of the loan will be made out of surplus cash flow. While deferred developer fee is owed, developer fee and City loan repayment to be paid annually from surplus cashflow, divided 30% to deferred developer fee, 30% to City of Portland and 40% retained by cooperative. During the first four years after the issuance of the Certificate of Occupancy for Phase I, the cooperative will receive its 40% share of surplus cashflow. The remaining 60% will be retained in a Future Construction Account. After 4 years, if no firm plans are in place to move forward with construction of the remaining units, then the accumulated amount in the Future Construction Account will be divided evenly between MCDP and the City to retire debt. If after 10 years the full 90 units have not been built, then the accumulated remaining amount in the Future Construction Account will be released to retire any remaining City debt. Loan closing and finalization of the TIF is conditioned upon satisfactory review of the following:

- Review of all final co-op documents, including house rules;
- Updated organizational financial statements, including most recent quarterly financials, from MCDP within two months of closing;
- Contract between Backyard ADU and the selected modular builder, and review of modular builder;
- Updated Note and Loan Agreement between MCDP and Homeownership Lending LLC demonstrating that MCDP is not in default;
- Financing commitments for all sources on terms and conditions acceptable to the City of Portland;

- All standard construction conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Project Operating Pro Forma

Date October 8, 2025
 Project Name Lambert Woods South
 Project Address _____
 Developer/Sponsor MCDP

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
1 BR	10		0	100%	\$2,231			\$2,231	#DIV/0!	\$22,310	\$267,720
2 BR	10		0	100%	\$2,550			\$2,550	#DIV/0!	\$25,500	\$306,000
3 BR	2		0	100%	\$2,868			\$2,868	#DIV/0!	\$5,736	\$68,832
Total:	22		0							\$53,546	\$642,552

\$0

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Declining Balance TIF year 1 75% year 11 75% year 21 75%

Note: Year 1 is the first full year of stabilized operations

		<u>Year 1</u>	<u>Year 1/Unit</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
Income												
Sch. Gross Income - Residential		\$642,552	\$29,207	\$655,403	\$668,511	\$681,881	\$695,519	\$709,429	\$723,618	\$738,090	\$752,852	\$767,909
<u>Vacancy Loss</u>	3.2%	(\$20,562)	(\$935)	(\$20,973)	(\$21,392)	(\$21,820)	(\$22,257)	(\$22,702)	(\$23,156)	(\$23,619)	(\$24,091)	(\$24,573)
Other income (parking)	150	\$43,200	\$1,964	\$44,064	\$44,945	\$45,844	\$46,761	\$47,696	\$48,650	\$49,623	\$50,616	\$51,628
TIF (inflated at 2%)	75%	\$52,500	\$2,386	\$53,550	\$54,621	\$55,713	\$56,828	\$57,964	\$59,124	\$60,306	\$61,512	\$62,742
Effective Gross Income		\$717,690	\$32,622	\$732,044	\$746,685	\$761,619	\$776,851	\$792,388	\$808,236	\$824,401	\$840,889	\$857,706

Administrative												
Management Fee	4.1%	\$26,607	\$1,209	\$27,405	\$28,227	\$29,074	\$29,946	\$30,845	\$31,770	\$32,723	\$33,705	\$34,716
Management Charges	0.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit & Accounting			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin Other		\$3,300	\$150	\$3,399	\$3,501	\$3,606	\$3,714	\$3,826	\$3,940	\$4,059	\$4,180	\$4,306
Total Administrative		\$29,907	\$1,359	\$30,804	\$31,728	\$32,680	\$33,661	\$34,670	\$35,711	\$36,782	\$37,885	\$39,022

Cooperative TA		\$5,000	\$227	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524
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Utilities												
Fuel Oil			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
"Heating/Cooling"		\$13,200	\$600	\$13,596	\$14,004	\$14,424	\$14,857	\$15,302	\$15,761	\$16,234	\$16,721	\$17,223
Electric		\$13,200	\$600	\$13,596	\$14,004	\$14,424	\$14,857	\$15,302	\$15,761	\$16,234	\$16,721	\$17,223
Water / Sewer		\$13,200	\$600	\$13,596	\$14,004	\$14,424	\$14,857	\$15,302	\$15,761	\$16,234	\$16,721	\$17,223
Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities		\$39,600	\$1,800	\$40,788	\$42,012	\$43,272	\$44,570	\$45,907	\$47,284	\$48,703	\$50,164	\$51,669
Total/sq ft incl Utiltiy Allowance		\$2.38	16,664									

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$10,000	\$455	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
Janitorial		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$1,760	\$80	\$1,813	\$1,867	\$1,923	\$1,981	\$2,040	\$2,102	\$2,165	\$2,230	\$2,296
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$19,700	\$895	\$20,291	\$20,900	\$21,527	\$22,173	\$22,838	\$23,523	\$24,229	\$24,955	\$25,704
Maintenance Contracts	\$11,000	\$500	\$11,330	\$11,670	\$12,020	\$12,381	\$12,752	\$13,135	\$13,529	\$13,934	\$14,353
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$42,460	\$1,930	\$43,734	\$45,046	\$46,397	\$47,789	\$49,223	\$50,699	\$52,220	\$53,787	\$55,401

Taxes & Insurance											
Real Estate Taxes 2%	\$70,000	\$3,182	\$71,400	\$72,828	\$74,285	\$75,770	\$77,286	\$78,831	\$80,408	\$82,016	\$83,656
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$1,970	\$90	\$2,029	\$2,090	\$2,153	\$2,217	\$2,284	\$2,352	\$2,423	\$2,496	\$2,570
Insurance (property, liability)	\$16,557	\$753	\$17,054	\$17,565	\$18,092	\$18,635	\$19,194	\$19,770	\$20,363	\$20,974	\$21,603
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$88,527	\$4,024	\$90,483	\$92,483	\$94,530	\$96,623	\$98,764	\$100,954	\$103,194	\$105,486	\$107,830

Replacement Reserves	\$8,800	\$400	\$9,064	\$9,336	\$9,616	\$9,904	\$10,202	\$10,508	\$10,823	\$11,148	\$11,482
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$214,294	\$9,741	\$220,023	\$225,910	\$231,959	\$238,174	\$244,562	\$251,126	\$257,871	\$264,803	\$271,927
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Net Operating Income	\$503,396	\$22,882	\$512,021	\$520,776	\$529,660	\$538,677	\$547,826	\$557,110	\$566,529	\$576,085	\$585,779
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Debt Service											
Bank Loan	\$243,146	\$11,052	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146
CDFI Loan	\$183,663	\$8,348	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663
"Foundation Investment"	\$11,089	\$504	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089
Total Debt Service (Must Pay)	\$437,898	\$19,904	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898

Cash Flow (after Must Pay Debt)	\$65,498	\$2,977	\$74,123	\$82,878	\$91,762	\$100,779	\$109,928	\$119,212	\$128,631	\$138,187	\$147,881
Debt Service Coverage Ratio	1.15		1.17	1.19	1.21	1.23	1.25	1.27	1.29	1.32	1.34

Cash Flow Debt Payments											
City of Portland 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan #####	\$65,498	\$2,977	\$74,123	\$82,878	\$91,762	\$100,779	\$109,928	\$119,212	\$128,631	\$138,187	\$147,881
Cash Flow Retained by Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Retained Cash Flow % 0%

		<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>
Income											
Sch. Gross Income - Residential		\$783,267	\$798,933	\$814,911	\$831,210	\$847,834	\$864,790	\$882,086	\$899,728	\$917,722	\$936,077
Vacancy Loss	3.2%	(\$25,065)	(\$25,566)	(\$26,077)	(\$26,599)	(\$27,131)	(\$27,673)	(\$28,227)	(\$28,791)	(\$29,367)	(\$29,954)
Other income (laundry)		\$52,661	\$53,714	\$54,788	\$55,884	\$57,001	\$58,142	\$59,304	\$60,490	\$61,700	\$62,934
TIF	75%	\$63,997	\$65,277	\$66,583	\$67,914	\$69,273	\$70,658	\$72,071	\$73,513	\$74,983	\$76,483
Effective Gross Income		\$874,861	\$892,358	\$910,205	\$928,409	\$946,977	\$965,917	\$985,235	\$1,004,940	\$1,025,039	\$1,045,539
Administrative											
Management Fee		\$35,758	\$36,830	\$37,935	\$39,073	\$40,245	\$41,453	\$42,696	\$43,977	\$45,297	\$46,656
Management Charges		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit & Accounting		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin Other		\$4,435	\$4,568	\$4,705	\$4,846	\$4,992	\$5,141	\$5,296	\$5,454	\$5,618	\$5,787
Total Administrative		\$40,193	\$41,398	\$42,640	\$43,919	\$45,237	\$46,594	\$47,992	\$49,432	\$50,915	\$52,442
Supportive Services		\$6,720	\$6,921	\$7,129	\$7,343	\$7,563	\$7,790	\$8,024	\$8,264	\$8,512	\$8,768
Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$17,740	\$18,272	\$18,820	\$19,385	\$19,966	\$20,565	\$21,182	\$21,818	\$22,472	\$23,146
Gas		\$17,740	\$18,272	\$18,820	\$19,385	\$19,966	\$20,565	\$21,182	\$21,818	\$22,472	\$23,146
Water / Sewer		\$17,740	\$18,272	\$18,820	\$19,385	\$19,966	\$20,565	\$21,182	\$21,818	\$22,472	\$23,146
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities		\$53,219	\$54,816	\$56,460	\$58,154	\$59,899	\$61,696	\$63,546	\$65,453	\$67,416	\$69,439

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$13,439	\$13,842	\$14,258	\$14,685	\$15,126	\$15,580	\$16,047	\$16,528	\$17,024	\$17,535
Exterminating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$2,365	\$2,436	\$2,509	\$2,585	\$2,662	\$2,742	\$2,824	\$2,909	\$2,996	\$3,086
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$26,475	\$27,269	\$28,087	\$28,930	\$29,798	\$30,692	\$31,613	\$32,561	\$33,538	\$34,544
Elevator, HVAC, pool contracts	\$14,783	\$15,227	\$15,683	\$16,154	\$16,638	\$17,138	\$17,652	\$18,181	\$18,727	\$19,289
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$57,063	\$58,775	\$60,538	\$62,354	\$64,225	\$66,151	\$68,136	\$70,180	\$72,285	\$74,454

Taxes & Insurance										
Real Estate Taxes or PILOT	\$85,330	\$87,036	\$88,777	\$90,552	\$92,364	\$94,211	\$96,095	\$98,017	\$99,977	\$101,977
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$2,648	\$2,727	\$2,809	\$2,893	\$2,980	\$3,069	\$3,161	\$3,256	\$3,354	\$3,454
Insurance (property, liability)	\$22,251	\$22,919	\$23,606	\$24,315	\$25,044	\$25,795	\$26,569	\$27,366	\$28,187	\$29,033
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$110,228	\$112,682	\$115,192	\$117,760	\$120,387	\$123,075	\$125,825	\$128,639	\$131,518	\$134,464

Replacement Reserves	\$11,826	\$12,181	\$12,547	\$12,923	\$13,311	\$13,710	\$14,121	\$14,545	\$14,981	\$15,431
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$279,249	\$286,773	\$294,506	\$302,453	\$310,621	\$319,016	\$327,645	\$336,513	\$345,628	\$354,997
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Net Operating Income	\$595,612	\$605,585	\$615,699	\$625,956	\$636,356	\$646,901	\$657,591	\$668,427	\$679,410	\$690,542
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Debt Service										
Bank Loan	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146
Second Lien	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663
Other	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089
Total Debt Service (Must Pay)	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898

Cash Flow (after Must Pay Debt)	\$157,714	\$167,687	\$177,801	\$188,058	\$198,458	\$209,003	\$219,693	\$230,529	\$241,512	\$252,644
Debt Service Coverage Ratio	1.36	1.38	1.41	1.43	1.45	1.48	1.50	1.53	1.55	1.58

Cash Flow Debt Payments										Cash Flow D
City of Portland	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	100.0%	\$157,714	\$167,687	\$177,801	\$188,058	\$198,458	\$209,003	\$219,693	\$230,529	\$252,644
Cash Flow Retained by Project		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retained Cash Flow %	0%	\$1,387,258			\$1,951,576			Retained Cas		

		<u>Year 21</u>	<u>Year 22</u>	<u>Year 23</u>	<u>Year 24</u>	<u>Year 25</u>	<u>Year 26</u>	<u>Year 27</u>	<u>Year 28</u>	<u>Year 29</u>	<u>Year 30</u>
Income											
Sch. Gross Income - Residential		\$954,798	\$973,894	\$993,372	\$1,013,240	\$1,033,505	\$1,054,175	\$1,075,258	\$1,096,763	\$1,118,699	\$1,141,073
<u>Vacancy Loss</u>	0.0%	(\$30,554)	(\$31,165)	(\$31,788)	(\$32,424)	(\$33,072)	(\$33,734)	(\$34,408)	(\$35,096)	(\$35,798)	(\$36,514)
Other income (laundry)		\$64,193	\$65,477	\$66,786	\$68,122	\$69,484	\$70,874	\$72,292	\$73,737	\$75,212	\$76,716
TIF	75%	\$78,012	\$79,572	\$81,164	\$82,787	\$84,443	\$86,132	\$87,854	\$89,612	\$91,404	\$93,232
Effective Gross Income		\$1,066,450	\$1,087,779	\$1,109,535	\$1,131,725	\$1,154,360	\$1,177,447	\$1,200,996	\$1,225,016	\$1,249,516	\$1,274,507
Administrative											
Management Fee		\$48,055	\$49,497	\$50,982	\$52,511	\$54,087	\$55,709	\$57,380	\$59,102	\$60,875	\$62,701
Management Charges		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit & Accounting		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin Other		\$5,960	\$6,139	\$6,323	\$6,513	\$6,708	\$6,909	\$7,117	\$7,330	\$7,550	\$7,777
Total Administrative		\$54,015	\$55,636	\$57,305	\$59,024	\$60,795	\$62,619	\$64,497	\$66,432	\$68,425	\$70,478
Supportive Services		\$9,031	\$9,301	\$9,581	\$9,868	\$10,164	\$10,469	\$10,783	\$11,106	\$11,440	\$11,783
Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$23,841	\$24,556	\$25,293	\$26,051	\$26,833	\$27,638	\$28,467	\$29,321	\$30,201	\$31,107
Gas		\$23,841	\$24,556	\$25,293	\$26,051	\$26,833	\$27,638	\$28,467	\$29,321	\$30,201	\$31,107
Water / Sewer		\$23,841	\$24,556	\$25,293	\$26,051	\$26,833	\$27,638	\$28,467	\$29,321	\$30,201	\$31,107
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities		\$71,522	\$73,668	\$75,878	\$78,154	\$80,499	\$82,914	\$85,401	\$87,963	\$90,602	\$93,320

Maintenance	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Janitorial	\$18,061	\$18,603	\$19,161	\$19,736	\$20,328	\$20,938	\$21,566	\$22,213	\$22,879	\$23,566
Exterminating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$3,179	\$3,274	\$3,372	\$3,474	\$3,578	\$3,685	\$3,796	\$3,909	\$4,027	\$4,148
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$35,580	\$36,648	\$37,747	\$38,880	\$40,046	\$41,247	\$42,485	\$43,759	\$45,072	\$46,424
Elevator, HVAC, pool contracts	\$19,867	\$20,463	\$21,077	\$21,709	\$22,361	\$23,032	\$23,723	\$24,434	\$25,167	\$25,922
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$76,687	\$78,988	\$81,358	\$83,798	\$86,312	\$88,902	\$91,569	\$94,316	\$97,145	\$100,060

Taxes & Insurance										
Real Estate Taxes or PILOT	\$104,016	\$106,097	\$108,219	\$110,383	\$112,591	\$114,842	\$117,139	\$119,482	\$121,872	\$124,309
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$3,558	\$3,665	\$3,775	\$3,888	\$4,005	\$4,125	\$4,248	\$4,376	\$4,507	\$4,642
Insurance (property, liability)	\$29,904	\$30,801	\$31,725	\$32,677	\$33,657	\$34,667	\$35,707	\$36,778	\$37,881	\$39,018
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$137,478	\$140,562	\$143,718	\$146,948	\$150,252	\$153,634	\$157,094	\$160,636	\$164,260	\$167,969

Replacement Reserves	\$15,894	\$16,371	\$16,862	\$17,368	\$17,889	\$18,425	\$18,978	\$19,547	\$20,134	\$20,738
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$364,627	\$374,526	\$384,701	\$395,160	\$405,911	\$416,962	\$428,322	\$440,001	\$452,006	\$464,347
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Net Operating Income	\$701,823	\$713,253	\$724,834	\$736,566	\$748,449	\$760,485	\$772,674	\$785,015	\$797,510	\$810,159
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Debt Service										
Bank Loan	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146
Second Lien	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663
Other	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089
Total Debt Service (Must Pay)	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898

Cash Flow (after Must Pay Debt)	\$263,925	\$275,355	\$286,936	\$298,668	\$310,551	\$322,587	\$334,776	\$347,117	\$359,612	\$372,261
Debt Service Coverage Ratio	1.60	1.63	1.66	1.68	1.71	1.74	1.76	1.79	1.82	1.85

Debt Payments										
City of Portland	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$263,925	\$275,355	\$286,936	\$298,668	\$310,551	\$322,587	\$334,776	\$347,117	\$372,261
Cash Flow Retained by Project		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Debt Flow % 0%

Development Budget with Permanent Sources

Date 10/8/2025
Project Name Lambert Woods South
Project Address
Developer/Sponsor MCDP

Total Units 22
Total Square Feet 16,664

September 2025 values					Change	
					Application to Reservation	
Sources of Funds						
Permanent Financing - 1st Lien	Kennebeck Savings Const	\$3,000,000	\$136,364	\$180	\$ -	0%
Permanent Financing - City of Portland		\$2,200,000	\$100,000	\$132	\$ -	0%
Equity (LIHTC/tenant contributions)		\$220,000	\$10,000	\$13	\$ -	0%
Deferred development fee		\$175,000	\$7,955	\$11	\$ -	0%
Other	CDFI Syndication	\$2,450,000	\$111,364	\$147	\$ -	0%
Other	Foundations inc. UHAB	\$1,250,000	\$56,818	\$75	\$ -	0%
Total Sources of Funds		\$9,295,000	\$422,500	\$558	\$ -	0%

Uses of Funds

Hard Costs						
Site Improvements		\$1,566,456	\$71,203	\$94	\$ -	0%
Rehabilitation			\$0	\$0		
New Construction		\$4,730,668	\$215,030	\$284	\$ -	0%
Contractor's Profit, Overhead, & Gen. Requirements	0.0%		\$0	\$0		
Hazardous Materials abatement (if contracted separately)			\$0	\$0		
Demolition Cost (if contracted separately)			\$0	\$0		
Bond Premium			\$0	\$0		
Other			\$0	\$0		
Hard Cost Contingency (% of hard costs)	5.0%	\$314,856	\$14,312	\$19	\$ -	0%
Total Hard Costs		\$6,611,980	\$300,545	\$397	\$ -	0%

Soft Costs						
Building Permit & Fees		\$266,895	\$12,132	\$16	\$ -	0%
Survey & Engineering		\$66,000	\$3,000	\$4	\$ (43,900)	-40%
Design & Permitting (% of const exp)	13.4%	\$733,000	\$33,318	\$44	\$ -	0%
Borrower Legal (all closings, excluding syndication legal)		\$110,000	\$5,000	\$7	\$ 110,000	#DIV/0!
Title & Recording		\$21,400	\$973	\$1	\$ 21,400	#DIV/0!
Accounting		\$15,000	\$682	\$1	\$ 15,000	#DIV/0!
Construction Period Taxes		\$20,000	\$909	\$1	\$ 20,000	#DIV/0!
Construction Period Insurance		\$26,400	\$1,200	\$2	\$ 26,400	#DIV/0!
Other: FF&E, Security		\$32,500	\$1,477	\$2	\$ -	0%
Other: ALL CARRYING COSTS		\$0	\$0	\$0	\$ (46,400)	-100%
Total Soft Costs		\$1,291,195	\$58,691	\$77	\$ 102,500	9%

Financing Costs						
Construction Loan Origination Fees		\$57,000	\$2,591	\$3	\$ 57,000	#DIV/0!
Construction Period Interest		\$244,530	\$11,115	\$15	\$ 244,530	#DIV/0!
Lender Inspection Fees		\$7,394	\$336	\$0	\$ 7,394	#DIV/0!
Letter of Credit Fee		\$5,000	\$227	\$0	\$ 5,000	#DIV/0!
Permanent Loan Fee			\$0	\$0		
Construction Lender Legal		\$25,000	\$1,136	\$2	\$ 25,000	#DIV/0!
Other ALL FINANCING COSTS			\$0	\$0		
Total Financing Costs		\$338,924	\$15,406	\$20	\$ (181,400)	-35%

Miscellaneous						
Market Survey		\$10,000	\$455	\$1	\$ 10,000	#DIV/0!
Appraisal		\$25,000	\$1,136	\$2	\$ 25,000	#DIV/0!
Environmental Study		\$25,000	\$1,136	\$2	\$ 25,000	#DIV/0!
LIHTC Fees -- prepaid monitoring			\$0	\$0		
Other: Commissioning			\$0	\$0		
Relocation Costs			\$0	\$0		
Other		\$18,900	\$859	\$1	\$ 18,900	#DIV/0!
Soft Cost Contingency (% of soft costs excl Dev Fee)	4.68%	\$80,000	\$3,636	\$5	\$ 80,000	#DIV/0!
Total Miscellaneous:		\$158,900	\$7,223	\$30	\$ 158,900	#DIV/0!

Acquisition						
Acquisition: Buildings			\$0	\$0		
Acquisition: Land		\$1	\$0	\$0	\$ -	0%

Acquisition: Legal		\$0	\$0		
Other		\$0	\$0		
Total Acquisition	\$1	\$0	\$0	\$ -	0%

Reserves and Developer Fee					
Operating Deficit Escrow		\$0	\$0		
Prefunded Replacement Reserve		\$0	\$0		
Taxes & Insurance Escrow	\$44,000	\$2,000	\$3	\$ -	0%
Developer Overhead		\$0	\$0		
Developer Profit	\$850,000	\$38,636	\$51	\$ -	0%
Rent Up Reserve & Marketing		\$0	\$0		
Other		\$0	\$0		
Total Reserves and Developer Fee	\$894,000	\$40,636	\$54	\$ (80,000)	-8%

Total Uses of Funds	\$9,295,000	\$422,500	\$578	\$ -	0%
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Developer Fee Analysis: Total Fees: \$675,000
(excluding reserves & developer fee) Percent of TDC: 8.03%

Lambert Woods Housing Cooperative			
Prepared by Maine Cooperative Development Partners			
Development Proforma			
Uses	Per Unit	Total	
Acquisition	0	1	
Hard Construction Costs	215,030	4,730,668	
Site Work	71,203	1,566,456	
Construction Contingency	14,312	314,856	
Total	300,545	6,611,981	
Soft Cost Uses	Per Unit	Total	
City Fees	12,132	266,895	
Architectural & Design	33,318	733,000	
Survey and Engineering	4,995	109,900	
Carrying Costs	2,109	46,400	
Furniture, Fixtures, & Equipment	1,477	32,500	
Financing Costs	23,651	520,324	
Occupancy Reserve and Contingency	3,636	80,000	
Taxes and Insurance Escrow	2,000	44,000	
Developer Fee	38,636	850,000	
Total Soft Costs	121,955	2,683,019	
Total Development Costs	422,500	9,295,000	
Sources	Construction	Permanent	
Bank Loan	\$3,000,000	\$3,000,000	
CDFI Loans	\$2,450,000	\$2,450,000	
Foundation Investment	\$250,000	\$250,000	
Member Share Equity	\$0	\$220,000	
City of Portland Loan	\$2,200,000	\$2,200,000	
Five Together Foundation	\$1,000,000	\$1,000,000	
Deferred Developer Fee		\$175,000	
Total	\$8,900,000	\$9,295,000	
Surplus / (GAP)	\$ 455,000	\$ (0)	
	Kennebunk Savings	CDFIs	Sewell
Loan Amount	\$3,000,000	\$2,450,000	\$250,000
Collateral Position	1st	2nd	3rd
Loan Term	30	5	5
Estimated Fixed Rate	7.15%	6.39%	2.0%
Amortization Term	30	30	30
Lambert Woods Housing Cooperative			
Operating Proforma			
Home Type	# of Units	Monthly Maintenance	Annual Total
1 BR - 100%	10	2,231	267,720
2BR - 100%	10	2,550	306,000
3BR - 100%	2	2,868	68,832
Residential Gross Potential Income	22		642,552
Parking Revenue	24	150	43,200
Vacancy (3%)	3%		-20,573
Affordable Housing Tax Increment Revenue			52,500
Net Income			717,679
Expenses	Factor	Per Unit	Total
Property Management	4%	1,209	26,607
Coop TA		227	5,000
Other Admin		150	3,300
Lighting & Misc Power		600	13,200
Water & Sewer		600	13,200
Heating / Cooling		600	13,200
Solid Waste Removal		80	1,760
Payroll - Maintenance		895	19,700
Grounds		455	10,000
Repairs		500	11,000
Insurance	0.35%	753	16,557
Prop Taxes		3,182	70,000
Employee Payroll Tax		90	1,970
Replacement Reserve		400	8,800
Total Expenses		9,741	214,295

Lambert Woods Cooperative
Detailed Development Budget

Site Improvements	1,566,456
Construction	4,730,668
Construction Contingency	314,856
Subtotal Construction Costs	6,611,980
Permits & Impact Fees	266,895
Survey & Engineering	66,000
Architectural & Design	733,000
Legal	110,000
Title & Recording	21,400
Accounting	15,000
Construction Period Tax	20,000
Insurance	26,400
Soft Cost Contingency	80,000
Subtotal Soft Costs	1,338,695
Origination Fees	57,000
Construction Interest	244,530
Lender 3rd Party and Inspection	7,394
Letter of Credit	5,000
Lender Legal	25,000
Subtotal Finance Costs	338,924
Market Study	10,000
Appraisal	25,000
Environmental	25,000
FF&E	32,500
Other Misc Costs	18,900
Subtotal Miscellaneous	111,400
Acquisition: Land	1
Subtotal Acquisition	1
Tax & Insurance Reserve (T&I)	44,000
Subtotal Reserves	44,000
Subtotal Development Fee	850,000
Total Project Costs	9,295,000

Lambert Woods Housing Cooperative										
Operating Proforma										
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Apartments	2%	642,552	655,403	668,511	681,881	695,519	709,429	723,618	738,090	752,852
Parking	2%	43,200	44,064	44,945	45,844	46,761	47,696	48,650	49,623	50,616
Vacancy	3%	-20,573	-20,984	-21,404	-21,832	-22,268	-22,714	-23,168	-23,631	-24,104
TIF Income	75%	52,500	54,075	55,697	57,368	59,089	60,862	62,688	64,568	66,505
	0%	0	0	0	0	0	0	0	0	0
Total Income		717,679	732,558	747,750	763,262	779,101	795,274	811,788	828,650	845,869
Expenses										
Property Management	4%	26,607	27,139	27,682	28,236	28,800	29,376	29,964	30,563	31,175
Other Admin	3%	8,300	8,549	8,805	9,070	9,342	9,622	9,911	10,208	10,514
Utilities	3%	41,360	42,601	43,879	45,195	46,551	47,948	49,386	50,868	52,394
Maintenance	3%	42,670	43,950	45,269	46,627	48,025	49,466	50,950	52,479	54,053
Insurance	3%	16,557	17,054	17,566	18,093	18,635	19,194	19,770	20,363	20,974
Prop Taxes	3%	70,000	72,100	74,263	76,491	78,786	81,149	83,584	86,091	88,674
Replacement Reserve	3%	8,800	9,064	9,336	9,616	9,904	10,202	10,508	10,823	11,148
Total Expenses		214,295	220,457	226,800	233,327	240,044	246,958	254,073	261,395	268,931
Debt Service										
Bank Loan		214,500	214,500	251,144	251,144	251,144	251,144	251,144	251,144	251,144
CDFI Loans		183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663
Foundation Investment		11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089
Total Debt Service		409,252	409,252	445,896	445,896	445,896	445,896	445,896	445,896	445,896
Cash Flow										
		94,133	102,849	75,054	84,039	93,161	102,420	111,819	121,360	131,042
DSCR		1.23	1.25	1.17	1.19	1.21	1.23	1.25	1.27	1.29

Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
767,909	783,267	798,933	814,911	831,210	847,834	864,790	882,086	899,728	917,722	936,077
51,628	52,661	53,714	54,788	55,884	57,001	58,142	59,304	60,490	61,700	62,934
-24,586	-25,078	-25,579	-26,091	-26,613	-27,145	-27,688	-28,242	-28,807	-29,383	-29,970
68,501	70,556	72,672	74,852	77,098	79,411	81,793	84,247	86,775	89,378	92,059
0	0	0	0	0	0	0	0	0	0	0
863,452	881,406	899,739	918,461	937,579	957,101	977,037	997,396	1,018,186	1,039,418	1,061,100
31,798	32,434	33,083	33,744	34,419	35,108	35,810	36,526	37,256	38,002	38,762
10,830	11,155	11,489	11,834	12,189	12,554	12,931	13,319	13,719	14,130	14,554
53,965	55,584	57,252	58,969	60,739	62,561	64,438	66,371	68,362	70,413	72,525
55,675	57,345	59,065	60,837	62,662	64,542	66,478	68,473	70,527	72,643	74,822
21,604	22,252	22,919	23,607	24,315	25,044	25,796	26,570	27,367	28,188	29,033
91,334	94,074	96,896	99,803	102,797	105,881	109,058	112,329	115,699	119,170	122,745
11,482	11,826	12,181	12,547	12,923	13,311	13,710	14,121	14,545	14,981	15,431
276,687	284,670	292,886	301,342	310,044	319,002	328,221	337,709	347,475	357,527	367,873
251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144
183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663
11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089
445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896
140,868	150,840	160,958	171,223	181,638	192,204	202,921	213,791	224,815	235,995	247,331
1.32	1.34	1.36	1.38	1.41	1.43	1.46	1.48	1.50	1.53	1.55

Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
954,798	973,894	993,372	1,013,240	1,033,505	1,054,175	1,075,258	1,096,763	1,118,699	1,141,073
64,193	65,477	66,786	68,122	69,484	70,874	72,292	73,737	75,212	76,716
-30,570	-31,181	-31,805	-32,441	-33,090	-33,751	-34,426	-35,115	-35,817	-36,534
94,821	97,665	100,595	103,613	106,722	109,923	113,221	116,618	120,116	123,720
0	0	0	0	0	0	0	0	0	0
1,083,242	1,105,856	1,128,949	1,152,534	1,176,621	1,201,221	1,226,344	1,252,003	1,278,210	1,304,975
39,537	40,328	41,134	41,957	42,796	43,652	44,525	45,415	46,324	47,250
14,991	15,440	15,904	16,381	16,872	17,378	17,900	18,437	18,990	19,559
74,701	76,942	79,250	81,628	84,076	86,599	89,197	91,873	94,629	97,468
77,067	79,379	81,760	84,213	86,739	89,342	92,022	94,782	97,626	100,555
29,904	30,802	31,726	32,677	33,658	34,667	35,707	36,779	37,882	39,018
126,428	130,221	134,127	138,151	142,296	146,564	150,961	155,490	160,155	164,960
15,894	16,371	16,862	17,368	17,889	18,425	18,978	19,547	20,134	20,738
378,521	389,481	400,763	412,374	424,326	436,628	449,290	462,323	475,739	489,548
251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144
183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663
11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089
445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896
258,826	270,478	282,291	294,264	306,399	318,697	331,159	343,784	356,575	369,531
1.58	1.61	1.63	1.66	1.69	1.71	1.74	1.77	1.80	1.83



**Lambert
Woods South
Cooperative**

**Lambert Woods
North Apartments**

**Protecting
Wetlands,
Streams &
Forest**

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

Washington Ave Extension

Community Green

Community Gardens

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

Lambert Woods
South Site Plan

Stream and Forest











Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model - Lambert Woods South							
75% Sheltered - 30 years - 75% to Developer Project Account - 25% to City General Fund							
TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2025	\$18,760,000	\$14,070,000	\$0	\$19,665	\$6,212	\$25,877
2	2026	\$18,760,000	\$14,070,000	\$0	\$19,665	\$6,212	\$25,878
3	2027	\$18,760,000	\$14,070,000	\$0	\$19,665	\$6,212	\$25,878
4	2028	\$18,760,000	\$14,070,000	\$32,689	\$19,665	\$6,212	\$58,567
5	2029	\$18,760,000	\$14,070,000	\$65,379	\$19,665	\$6,212	\$91,256
6	2030	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
7	2031	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
8	2032	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
9	2033	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
10	2034	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
11	2035	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
12	2036	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
13	2037	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
14	2038	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
15	2039	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
16	2040	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
17	2041	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
18	2042	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
19	2043	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
20	2044	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
21	2045	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
22	2046	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
23	2047	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
24	2048	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
25	2049	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
26	2050	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
27	2051	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
28	2052	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
29	2053	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
30	2054	\$18,760,000	\$14,070,000	\$98,068	\$19,665	\$6,212	\$123,945
30 Year TIF Total		\$562,800,000	\$422,100,000	\$2,549,765	\$589,965	\$186,361	\$3,326,091

City of Portland - TIF Model
Lambert Woods South
[\\$0 OAV as of 3/31/2025](#)
8/29/2025

City of Portland- TIF Projection Table - Lambert Woods South									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2025	\$18,760,000	75.00%	\$14,070,000	11.98	\$168,559	\$168,559	\$0	\$56,186
2	2026	\$18,760,000	75.00%	\$14,070,000	12.22	\$171,930	\$171,930	\$0	\$57,310
3	2027	\$18,760,000	75.00%	\$14,070,000	12.46	\$175,368	\$175,368	\$0	\$58,456
4	2028	\$18,760,000	75.00%	\$14,070,000	12.71	\$178,876	\$178,876	\$0	\$59,625
5	2029	\$18,760,000	75.00%	\$14,070,000	12.97	\$182,453	\$182,453	\$0	\$60,818
6	2030	\$18,760,000	75.00%	\$14,070,000	13.23	\$186,102	\$186,102	\$0	\$62,034
7	2031	\$18,760,000	75.00%	\$14,070,000	13.49	\$189,824	\$189,824	\$0	\$63,275
8	2032	\$18,760,000	75.00%	\$14,070,000	13.76	\$193,621	\$193,621	\$0	\$64,540
9	2033	\$18,760,000	75.00%	\$14,070,000	14.04	\$197,493	\$197,493	\$0	\$65,831
10	2034	\$18,760,000	75.00%	\$14,070,000	14.32	\$201,443	\$201,443	\$0	\$67,148
11	2035	\$18,760,000	75.00%	\$14,070,000	14.60	\$205,472	\$205,472	\$0	\$68,491
12	2036	\$18,760,000	75.00%	\$14,070,000	14.90	\$209,581	\$209,581	\$0	\$69,860
13	2037	\$18,760,000	75.00%	\$14,070,000	15.19	\$213,773	\$213,773	\$0	\$71,258
14	2038	\$18,760,000	75.00%	\$14,070,000	15.50	\$218,049	\$218,049	\$0	\$72,683
15	2039	\$18,760,000	75.00%	\$14,070,000	15.81	\$222,409	\$222,409	\$0	\$74,136
16	2040	\$18,760,000	75.00%	\$14,070,000	16.12	\$226,858	\$226,858	\$0	\$75,619
17	2041	\$18,760,000	75.00%	\$14,070,000	16.45	\$231,395	\$231,395	\$0	\$77,132
18	2042	\$18,760,000	75.00%	\$14,070,000	16.77	\$236,023	\$236,023	\$0	\$78,674
19	2043	\$18,760,000	75.00%	\$14,070,000	17.11	\$240,743	\$240,743	\$0	\$80,248
20	2044	\$18,760,000	75.00%	\$14,070,000	17.45	\$245,558	\$245,558	\$0	\$81,853
21	2045	\$18,760,000	75.00%	\$14,070,000	17.80	\$250,469	\$250,469	\$0	\$83,490
22	2046	\$18,760,000	75.00%	\$14,070,000	18.16	\$255,479	\$255,479	\$0	\$85,160
23	2047	\$18,760,000	75.00%	\$14,070,000	18.52	\$260,588	\$260,588	\$0	\$86,863
24	2048	\$18,760,000	75.00%	\$14,070,000	18.89	\$265,800	\$265,800	\$0	\$88,600
25	2049	\$18,760,000	75.00%	\$14,070,000	19.27	\$271,116	\$271,116	\$0	\$90,372
26	2050	\$18,760,000	75.00%	\$14,070,000	19.65	\$276,538	\$276,538	\$0	\$92,179
27	2051	\$18,760,000	75.00%	\$14,070,000	20.05	\$282,069	\$282,069	\$0	\$94,023
28	2052	\$18,760,000	75.00%	\$14,070,000	20.45	\$287,710	\$287,710	\$0	\$95,903
29	2053	\$18,760,000	75.00%	\$14,070,000	20.86	\$293,465	\$293,465	\$0	\$97,822
30	2054	\$18,760,000	75.00%	\$14,070,000	21.27	\$299,334	\$299,334	\$0	\$99,778
30 Year TIF Total		\$562,800,000		\$422,100,000		\$6,838,099	\$6,838,099	\$0	\$2,279,366
30-Year Average		\$18,760,000		\$14,070,000		\$227,937	\$227,937		\$75,979

CITY OF PORTLAND

LAMBERT WOODS SOUTH 165 LAMBERT STREET
AFFORDABLE HOUSING TAX INCREMENT FINANCING DISTRICT

DEVELOPMENT PROGRAM

Date: November __, 2025

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**Lambert Woods South 165 Lambert Street Affordable Housing Development and
Tax Increment Financing District
Development Program**

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 165 Lambert Street in Portland. The area includes approximately 12.73 acres located on Tax Map 385, Block A, Lot 001 and Tax Map 386, Block C 001 at 165 Lambert Street in the RN-1 Neighborhood Residential zone. Multifamily residential development is a permitted use within this zone. All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment. The land is currently vacant. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. Seventy-five percent (75%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the Prosperity Place 165 Lambert Street Affordable Housing Development and Tax Increment Financing District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation

of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. A Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Prosperity Place GP, its successors and assigns (the “Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Attachment 8 (the “Credit Enhancement Agreement”) from the District available to the Developer pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of and loans to the Developer, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer’s Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. The Capital Project at 165 Lambert Street involves the construction of a building on approximately 12.73 acres, into an affordable housing neighborhood. The objective of the project is that 100% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 100% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project will create ninety units of affordable limited equity cooperative housing with a mix of one to three-bedroom units and will result in a minimum of 33% of the total number of units in the District being affordable at all times. The zoning for the project assures that this number of units and this affordability objective will be met. There will be no rehabilitated units or single family homes associated with this project.

The 165 Lambert Street project is projected to have a total local increased assessed valuation at build out of approximately \$18,760,000 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty-year annual average of \$227,937 in tax increment revenues to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$227,937 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay Project Costs, as defined in the Credit Enhancement Agreement, for the project at 165 Lambert Street. The Tax Increment Revenue described in section 3.04 will help pay for Project Costs for a period of thirty (30) years as described in the Credit Enhancement Agreement. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. The project site, owned by the City of Portland, is currently vacant land. As a result, there is no need for a relocation plan.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. _____, its successor or assigns, will act as property manager

operate the improvements constructed and owned by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The City of Portland's Comprehensive Plan was found to be consistent with Maine's growth management Act by the State of Maine Department of Agriculture, Conservation, and Forestry on August 8, 2017. The proposed development in the District is consistent with the Comprehensive Plan, which calls for additional affordable housing in the City. The district is not in conflict with the municipal charter

Section 2.08: Program Duration. In accordance with recent changes approved by the Legislature in L.D. 1783, the duration of an affordable housing tax increment financing district may not exceed the earlier of 30 years after the Tax Year in which the affordable housing is placed in service, as evidenced by issuance of a municipal certificate of occupancy, and 35 years after the Tax Year in which the development program for the district is approved by the Director of the Maine State Housing Authority. The period from April 1 of each year through March 31 of the next year is referred to herein as a "Tax Year." The Tax Year in which the Development Program is expected to be approved by the Director of the Maine State Housing Authority begins April 1, 2025. If so, the latest possible final Tax Year of the Development Program would begin April 1, 2059.¹ Assuming the Director approves the Development Program during the April 1, 2025 Tax Year, the term of this Development Program will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issues a certificate of occupancy for the project and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real

¹ In L.D. 1783, the Legislature enacted amendments to 30-A MRSA § 5248(2)(G) which become effective September 23, 2025 and impact the start and end dates of affordable housing tax increment financing districts. Although L.D. 1783 is not currently in effect, it is anticipated to be in effect at the time the AHTIF District Program becomes effective.

property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total municipal acreage is 13,785.6 acres; the area of the proposed Lambert Woods South 165 Lambert Street AHTIF District would be approximately 12.73 acres which represents less than 2% (or 0.0923%) of the total acreage of the City. The total area of the proposed AHTIF District (12.73) and the total area of all development districts in the City (898.2935) totals 911.0235 acres which is approximately 6.6085% (911.0235/13,785.6) of total municipal acreage of the City. The 911.0235 acres includes two exempt districts—a Transit Oriented TIF District (30.00 acres) and a Downtown/Transit Oriented TIF District (416.1688 acres)—which, when subtracted from the 911.0235 acres is 464.8547 acres, which is 3.372% (464.8547/13,785.6) of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts (45.2548) and the proposed AHTIF District is 57.9848 acres or 0.4206% of the total acreage of the City (57.9848/13,785.6) and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF District (\$0), combined with the Original Assessed Value of all existing Affordable Housing TIF Districts (\$5,030,461) within the City totals \$5,030,461. The taxable property value as of the April 1st before MaineHousing approval (4/1/2025) equals \$20,099,365,123. As the aggregate OAV as a percent of taxable value is 0.025%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of MaineHousing approval of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Attachment 3.2. The District is primarily a residential development in which 100% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable. The project aligns with Portland's Comprehensive Plan, which was adopted by City Council on June 5, 2017, and which identified a desire to "increase, preserve, and modify the overall supply of housing City-wide to meet the needs, preferences and financial capabilities of all Portland households." Portland's economy depends upon the availability of a diverse and affordable array of rental housing options. However, Portland has the highest housing costs in the state of Maine, and rising rental housing costs have become increasingly out-of-reach for many lower- and moderate-income citizens. According to Maine State Housing Data Portal, the rent affordable to a median renter was \$1,332.18, while the median rent was \$2,206, a gap of \$873.82 per month². The project will provide affordable rental rates and restrict units to low- and moderate-income residents. The proposed development is for residential use. The building will contain affordable mixed-income rental housing, and accessory residential uses including parking. 100% of the site acreage (12.73 acres) will be used for residential or accessory uses to residential. There are no single-family owner-occupied homes, including condominiums, in this district.

² State of Maine Housing Data Portal, Snapshot View, Portland, Rental Affordability, Comparison of Median Rent and Affordable Rent Over Time, accessed on July 29, 2025 at <https://mainestatehousingdata.org/data-portal>.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the Lambert Woods South 165 Lambert Street Affordable Housing Tax Increment Financing District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Attachment 5 and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Attachment 3.3.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of the end of the City's Fiscal Year 2025, which was March 31, 2025. Attached hereto as Attachment 6 is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75% (seventy-five percent). Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement, which will be

the entire amount of the 75% (seventy-five percent) of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. § 5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 75% (seventy-five percent) of the Increased Assessed Value. Accordingly, 100% (one hundred percent) of the Tax Increment Revenues Captured Assessed Value for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement 75% (seventy-five percent) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Attachment 8. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Attachment 3.5 identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Attachment 3.5 also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The 165 Lambert Street project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$11.98/\$1,000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Attachment 3.5 thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered" in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Section 3.07 Specific Uses of Tax Revenue

Revenue from the Affordable Housing Tax Increment District (AHTIF) would be used to pay project operating costs as defined in Section 2.03 above. The funds received over the lifetime of the AHTIF would support the project in providing new, high quality, affordable mixed-income rental housing. Without these funds, the development of 90 units of affordable limited equity cooperative housing would not move forward.

Specific Improvements or activities to be funded with tax increment revenues	Timing of each planned improvement	Amount (\$) to be funded with tax increment revenues	Amount to be funded by other sources	Location within or outside district?	Resulting public benefit
Project Operating Costs.	Annually	\$227,937	To be determined at full build out	Within	Affordable limited equity cooperative housing units
Total Costs		\$227,937			

The development will be financed with a combination of local, state and private funding. The estimated combined total development cost for Phase 1 is \$9,295,000. At this time, it is estimated that approximately \$3,000,000 would be funded through bank financing, \$2,450,000 CDFI loans, \$1,250,000 foundation funding, \$220,000 Member Share Equity, \$2,200,000 City of Portland loan, and \$175,000 deferred developer fee. An itemized development budget for Phase 1 showing all sources and uses of funds for development is included in Attachment 3.3.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on October __, 2025, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Attachment 1 is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on November ____, 2025. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Attachment 4 is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on November __, 2025 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: **November __, 2025**

Danielle P. West, City Manager,
City of Portland, ME

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the
LAMBERT WOODS SOUTH 165 LAMBERT STREET
Affordable Housing Development and Tax Increment Financing District

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into as of _____, 2025 by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and Lambert Woods Cooperative, a Maine cooperative affordable housing corporation with a mailing address of 6 City Center, Fl. 3, Portland, Maine 04101 (“Developer”).

WITNESSETH

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project operating costs associated with the development of ninety (90) units of limited equity cooperative housing, to be known as the Lambert Woods Cooperative, and located at 165 Lambert Street, Portland, Maine (the “Development”), which will be constructed in two phases, the first of which shall include 22 units of housing (“Phase I”); and

WHEREAS the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration will be thirty Tax Years (as that term is defined below) and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (i) March 31, 2060 (the “Qualified Project Period”). The period from April

1 of each year through March 31 of the next year is referred to herein as a “Tax Year.” Upon issuance of the certificate of occupancy for the Development, the parties will execute and record in the Cumberland County Registry of Deeds an amendment to this Declaration setting forth the date that the certificate of occupancy was issued.

2. **Enforceability of Covenants.** The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Attachment 5 attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.
3. **Covenants.** Developer hereby covenants and represents to the City as follows:
 - a. **Development.** The Development shall consist of the land described in Attachment 5 attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of ninety (90) units of limited equity cooperative housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.
 - b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
 - c. **Low Income Units.** For a period of ninety-nine (99) years after the issuance of a certificate of occupancy for all or a portion of Phase I all of the units will be occupied by households with incomes at no more than one hundred percent (100%) of the area median income, (referred to as the “Low Income Units”).
 - i. Income and area median income shall be as determined in accordance with U.S. Department of Housing and Urban Development, as may be amended from time to time, (“HUD”) and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and upon transfer to a new Member, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”).

- d. **Rent Restrictions.** For a period of ninety-nine (99) years after the issuance of a certificate of occupancy for all or a portion of Phase I, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

- i. For a unit without a separate bedroom, one individual.
- ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by MaineHousing shall be acceptable to the City.
5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by MaineHousing shall be deemed approved by City.
6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall

be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.

7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.
10. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability.** The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

12. **Successors and Assigns.** This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices.** Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor.** This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among MaineHousing, the City of Portland, _____, and _____ **[construction lender and any other entities providing financing will also be parties]** dated _____, _____ to be recorded in the Cumberland County Registry of Deeds herewith.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2025.

CITY OF PORTLAND, ME

Witness

By: _____
Danielle P. West
Its: City Manager

**State of Maine
Cumberland, ss.**

_____, 2025

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Signature page follows.

LAMBERT WOODS COOPERATIVE

Witness

By: _____
Name:
Its:

**State of Maine
Cumberland, ss.**

_____, 2025

Personally appeared the above named _____, Lambert Woods Cooperative, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

ATTACHMENT 5, as referenced in the AHTIF application for Maine Housing

Property Description of the District, including tax and municipal maps

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: August 25, 2025

SUBJECT: Order 80-25/26 Approving the Lambert Woods South Affordable Housing Credit Enhancement Agreement with Lambert Woods Cooperative - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair.

SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali, Chair. The HEDC met on July 15, 2025 and voted 4-0 to recommend approval of this item by the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/20/2025

Final

Action 11/3/2025

Can action be taken at a later date: No State Law requires a 10-day public hearing notice for all Affordable Housing Tax Increment Financing actions. The notice was published in the Portland Press Herald.

Does this item involve a new contract with the City: Corporation Counsel will review and approve all legal documents for this transaction.

PRESENTATION: Mary Davis will be available for questions

I. SUMMARY

Approval of a Credit Enhancement Agreement with Lambert Woods Cooperative for the Lambert Woods South, 165 Lambert Street development.

II. AGENDA DESCRIPTION

This is a companion Order to the previous Order Designating Lambert Woods South 165 Lambert Street an Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommend approval of this Order, as a companion to the previous order designating the Affordable Housing Tax Increment Financing District and Development Program.

VII. RECOMMENDATION

Staff recommend approval of this Order, as a companion to the previous order designating the Affordable Housing Tax Increment Financing District and Development Program.

VIII. LIST ATTACHMENTS

1. Order - Approving CEA for Lambert Woods South
2. Att 8 Ex E CEA Lambert Woods South clean for council 10.15.25

Prepared by:

Mary Davis, Division Director

Date: 08/25/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE LAMBERT WOODS SOUTH AFFORDABLE HOUSING
CREDIT ENHANCEMENT AGREEMENT WITH LAMBERT WOODS
COOPERATIVE**

ORDERED, that the credit enhancement agreement between the City of Portland and Lambert Woods Cooperative related to the Lambert Woods South Affordable Housing Development and Tax Increment Financing District is hereby approved and the City Manager is authorized to sign the agreement in substantially the same form as attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

And

LAMBERT WOODS COOPERATIVE

DATED: _____, 2025

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ATTACHMENTS (as designated in the AHTIF application to Maine Housing and attached here)

Attachment 5 Copy of District Map

Attachment 3.4 Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2025 (the “Effective Date”), between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Lambert Woods Cooperative, a Maine cooperative affordable housing corporation (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the *Lambert Woods South 165 Lambert Street Affordable Housing and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on _____, 2025, Order XX 25/26 (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____ [Date of District Approval by MaineHousing]; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program. See Attachment 3.4 for further detail.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the

District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Attachment 5 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Zero Dollars (\$0), which is the taxable assessed real property value of the District as of March 31, 2025 (April 1, 2024).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Attachment 3.4 for further detail.

“Project” means the planned construction of a ninety (90) unit limited equity cooperative housing project to be named Lambert Woods South located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* real property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Lambert Woods South 165 Lambert Street Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost Account is pledged to and

charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each Tax Year during the term of this Agreement (collectively the “CEA Years”), the City shall retain in the District seventy-five percent (75%) of the Increased Assessed Value as Captured Assessed Value. The remaining twenty-five percent (25%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to seventy-five percent (75%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such seventy-five percent (75%) portion into the Project Cost Account. The remaining twenty-five percent (25%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) On a bi-weekly basis during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to

the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies,

revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into the Project Cost Account as and when due;

(c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If any secured lender of Developer accelerates the indebtedness owed to it;

(f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;

(g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90) days.

(h) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

The term of this Agreement will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the "Term"). Upon the issuance of the certificate of occupancy for the Project, the parties will execute an amendment to this Agreement setting forth the date that the certificate of occupancy was issued. Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Upon receipt of such approval, this Agreement shall remain in full force until expiration of the Term and upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project by June 30, 2027.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.3. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Lambert Woods Cooperative
c/o Maine Cooperative Development Partners LLC
6 City Center, Fl. 3
Portland, Maine 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Attachment 3.2.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____
Name: Danielle P. West
Its City Manager, Duly Authorized by the City
Council at its meeting on _____, 2025

WITNESS:

LAMBERT WOODS COOPERATIVE

By: _____
Name:
Its:

Attachment 5

Copy of District Map

Attachment 3.4

Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: August 25, 2025

SUBJECT: Order 81-25/26 Appropriating \$2,200,000 from the Jill C. Duson Housing Trust Fund to Lambert Woods Cooperative RE: Lambert Woods South 165 Lambert Street - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Pios Ali, Chair, The HEDC met on July 15, 2025 and voted 4-0 to recommend this item for approval by the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/20/2025

Final Action 11/3/2025

Can action be taken at a later date: No

Does this item involve a new contract with the City: Corporation Counsel will review and approve all legal documents required by this transaction.

PRESENTATION: Mary Davis will be available for questions.

I. SUMMARY

Approval of financing in the amount of \$2.2 million from the Jill C. Duson Housing Trust Fund for the Lambert Woods South, 165 Lambert Street development.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 15, 2025, and voted 4-0 to recommend this item for approval by the City Council.

Maine Cooperative Development Partners, LLC, (MCDP) has development approval for 90 Cooperative Housing homes in eight buildings to be built on property at 165 Lambert Street. The project will be completed in phases. The first phase will include 22 homes, a parking lot and significant right-of-way improvements (drainage, sidewalk, bus shelter, and street parking) along Washington Ave Ext. and has an estimated development budget of \$8 - 8.5 million. The proposed financing package includes bank financing, member share equity, \$1,000,000 of foundation funds a Credit Enhancement Agreement/Affordable Housing Tax Increment Financing District and a \$2.2 million loan from the City's Jill C. Duson Housing Trust Fund. After the transfer of the property by the City to MCDP, MCDP will transfer the property to Lambert Woods Cooperative.

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

The loan from the Jill C. Duson Housing Trust Fund will be in the amount of \$2.2 million dollars at 0% interest over 30 years. When the project is completed, MCDP will begin to make payments on the City loan out of

surplus cash flow after repayment of the deferred developer fee or pay the loan in full through a project refinancing. See Background Section for more detailed repayment terms.

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

III. BACKGROUND

For 99 years after completion and transfer to the limited equity cooperative, all of the units will be affordable to households earning at or below 100% of the area median income (\$127,500). At the time of initial sale, up to 20% of the membership interests may be sold to households earning up to 120% of the area median income (\$153,000 family of 4). All subsequent sales will be to households earning at or below 100% of the area median income. For the purposes of this project, affordable means that the percentage of income a household pays for housing costs (including cooperative fees, housing expenses, utilities) shall not exceed 30% of the household's gross monthly income.

Loan Repayment Terms:

Repayment of the loan will be made out of surplus cash flow. While deferred developer fee is owed, developer fee and City loan repayment to be paid annually from surplus cashflow, divided 30% to deferred developer fee, 30% to City of Portland and 40% retained by cooperative. During the first four years after the issuance of the Certificate of Occupancy for Phase I, the cooperative will receive its 40% share of surplus cashflow. The remaining 60% will be retained in a Future Construction Account. After 4 years, if no firm plans are in place to move forward with construction of the remaining units, then the accumulated amount in the Future Construction Account will be divided evenly between MCDP and the City to retire debt. If after 10 years the full 90 units have not been built, then the accumulated remaining amount in the Future Construction Account will be released to retire any remaining City debt.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

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

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Staff is requesting approval by the City Council.

VIII. LIST ATTACHMENTS

1. Order - Appropriating 2.2M from Dusen HTF for Lambert Woods South
2. 00 Final LWS UW Memo 10825
3. Lambert Coop South 22 units
4. PSA RFP attachments
5. 1st Amendment PSA executed on 5/10/22
6. Second Amendment P&S 165 Lambert St
7. Third Amend PSA 165 Lambert St

Prepared by:

Mary Davis, Division Director

Date: 08/25/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$2,200,000 FROM THE JILL C. DUSON HOUSING TRUST
FUND TO LAMBERT WOODS COOPERATIVE
RE: LAMBERT WOODS SOUTH 165 LAMBERT STREET**

ORDERED, that \$2,200,000 from the Jill C. Duson Housing Trust Fund is hereby appropriated to Lambert Woods Cooperative for development costs for the project called Lambert Woods South at 165 Lambert Street; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute any related documents necessary or convenient to carry out the intent of this order.

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Lambert Woods South Cooperative
Date: 10/8/25

Maine Cooperative Development Partners (MCDP) requests \$2.2 million in Housing Trust Funds as a construction/permanent loan for a 22-unit Phase I cooperative development on the Lambert Woods South site. MCDP also requests an Affordable Housing TIF of 75% for 30 years for the full site, covering all phases of the development. This would support a proposed new construction limited equity cooperative housing development serving households at 100% of AMI on the Lambert Woods South site (with up to 20% of the initial sales to households at 120% AMI). The envisioned final build-out is for a 90 unit co-op in multiple phases.

The undeveloped parcel was awarded to Maine Cooperative Development Partners (MCDP), along with the (now) Lambert Woods North site, for a proposed limited equity cooperative development. The development of the parcel has been divided, with Lambert SOUTH proposed for development as a cooperative and Lambert NORTH proposed for a rental housing development via a Joint Venture with Preservation of Affordable Housing (POAH) which is described in previously distributed materials.

The principals of MCDP are Matthew Peters, Liz Trice, and Brian Eng. Matthew Peters worked for Avesta for 8 years and is now also Executive Director of the Freeport Housing Trust. Brian and Liz bring complementary development and public sector experience.

As requested, the City is asked to provide financing of \$100,000 per unit. This subsidy is in addition to the City subsidy by transfer of the land, and the requested 75% TIF, which is currently estimated in year one to be \$52,500, or \$2,386 per unit.

Permanent Sources and Uses

Permanent Sources:		Permanent Uses:	
Kennebunk 1 st mortgage	\$3,000,000	Acquisition	\$1
CDFI 2 nd mortgage loan	\$2,450,000	Construction hard costs	\$6,297,124
City of Portland HTF	\$2,200,000	Hard & Soft Contingency	\$394,856
Foundations (Sewell, UHAB)	\$1,250,000	Soft costs	\$1,709,019
Co-op Share Equity	\$220,000	Capitalized Reserves	\$44,000
Deferred Developer Fee	\$175,000	Developer Fee	\$850,000
Total Sources:	\$9,295,000	Total Uses:	\$9,295,000

Kennebunk Savings has issued a commitment letter dated 9/29/25 for a construction/permanent loan in the amount of \$3 million, with a 3-year interest only period and a total term of 30 years. Kennebunk has offered two different interest rate options, but ultimately, the interest rate is variable (without caps) after no more than 5 years. The CDFI loan will be shared among five CDFIs and a local foundation, administered by Cooperative Fund of New England. MCDP does not yet have a term sheet for the participation loan, but has provided letters of interest from most of the anticipated loan participants.

CDFI's have relatively short-term capital and the term is likely to be 5 years. MCDP states the CDFI's will be interested in refinancing at the end of the term. The Sewell Foundation issued a letter of interest dated 7/2025 in the amount of \$250,000. The UHAB foundation has an existing loan to the project of approximately \$894,000. This funding was originally envisioned as pre-development funding, and has been essential operating capital for MCDP to advance all its projects. The term has been extended multiple times and is now 2027. MCDP states UHAB has expressed interest in extending its loan. MCDP has agreed to defer 20.6% of its developer fee, bringing their cash out developer fee to 8% of TDC and \$30,682/unit.

The \$2.2 million permanent funding request to City of Portland is an average per-unit subsidy of \$100,000 for the Phase I co-op. Because the standard subsidy used to produce affordable housing, LIHTC funding, is not available to moderate-income projects, the City is requested to fill the gap between the development cost of the units and what is affordable to moderate-income households from the combination of capital subsidy, TIF operating subsidy, and donation of land.

Cooperative Share Equity is based on an average share price of \$10,000. Soft marketing to date has generated an interest list of 410 households, with current deposits of \$500 from 26 households.

MCDP hopes to finance 68 additional units (for a total of 90 units) in a subsequent phase (or phases) of the co-op with HUD's 213 Cooperative Housing program. This program has not seen much action since the 1970s, but MCDP is working with a mortgage originator who has identified HUD staff who want to see the program revived. Nationally, two 213 projects closed in FY24. A successful Phase I will demonstrate demand for this product that is new to the market in Maine.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

Construction costs are estimated by Backyard ADU dated 9/18/25 and will be manufactured off-site in part and assembled on-site. This estimate includes provision for prevailing wage requirements. MCDP says that Backyard ADU anticipates contracting with Professional Building Systems, Inc., a Pennsylvania-based modular builder, but has not made a final decision. MCDP has done no due diligence on this supplier of modular components.

Total construction cost divided among the 22 residential units is \$300,545, including \$71,203/unit in site development expenses and \$215,000 for hard construction per unit is significantly **lower** than other recent projects, reflective of savings from manufactured components and smaller unit size. Contractor profit and overhead are estimated at 4.7%, far below the industry standard of 14% (maximum) for contractors using stick-built construction techniques.

Soft Costs:

Soft costs fall broadly within industry standards. One exception is architectural, which at over \$33,000 per unit is very high. MCDP states this is because, "Extensive site design work and ideation around building design and lots of work with the neighborhood and planning board was required." This first phase is bearing the cost of over \$500,000 in early architectural work for the originally envisioned 90 unit development. This architectural work was used for planning approval but not used for the buildings

since modular was ultimately pursued. Total developer fee of \$850,000 is 10% of total development costs, excluding reserves and developer fee. This is at the high end of industry standards. MCDP is showing a deferral of \$175,000 of the total fee.

Contingency:

MCDP is budgeting an industry-standard 5% hard cost contingency. Backyard ADU is carrying an additional 4.7% contingency. A combined contingency approaching 10% is good planning considering the continued high level of economic uncertainty, and persistent inflationary pressures in the construction industry.

Soft cost contingency is \$80,000, which is just less than 5% of soft costs. This is close to industry standard, and probably adequate, given the stage of project development.

Acquisition:

The site is owned by the City, which awarded it to Maine Cooperative Development Partners for the development of a limited equity cooperative. The donation of the land is an important part of the subsidy package that keeps the rents affordable. There is no current appraisal of the land, but for insight on how important the land subsidy is, there are currently 2 single family lots listed for sale in north Portland on Zillow (9/9/25), ranging in size from .19 acres to .30 acres and ranging in price from \$175,000 to \$300,000. MCDP plans to develop about 4 acres of the almost 18 acre total parcel, preserving substantial green space and wetlands. Roughly estimating the value of 1/10 of an acre at \$100,000, the 4 acres being developed would have an estimated value of \$4 million.

Operating Budget & 20 Year Cashflow Projection

Project Income:

A market study has been provided dated February 15, 2023. This is too old to be of use in understanding the competitiveness of the project's cost structure in the current market.

In the chart below, projected rents are compared with rents affordable to households at 80% and 100% of Area Median Income (AMI) where "affordable" is defined as paying 30% of income to housing expenses. For each unit size, the projected rent falls above 80% AMI and below 100% AMI.

Projected Rents:

Unit Type:	Projected Rent	Affordable at 80% AMI	Affordable at 100% AMI
1 bedroom (10 units)	\$2,231	\$1,948	\$2,435
2 bedroom (10 units)	\$2,550	\$2,338	\$2,922
3 bedroom (2 units)	\$2,868	\$2,700	\$3,375

The financing of housing cooperatives can be structured in several different ways, some with more similarity to a condominium and some with more similarity to rental housing. A co-op is financed more like a condo when each co-op member buys a large share and gets an individual loan on that share, like a mortgage on a condo. A co-op is financed more like a rental property when each member buys a relatively small share (more like a downpayment, typically paid with household savings) and the majority

of the debt is held collectively. Lambert South is structured more like a rental property, with all but the \$10,000 co-op share price financed through organizational debt. Individual co-op members will buy shares for \$10,000, functionally similar to a downpayment. Co-op members will make monthly payments to co-op carrying charges, very similar in scale to rent, which will cover the operating expenses of the project and the mortgage payments. Hence, though the co-op members will own the property, the operating budget analysis will be very similar to a rental property.

MCDP's experience with condo sales at their Dougherty site sheds some limited light on demand for modular units: 15 of the 20 Dougherty units have been reserved, including all three-bedroom units and 3 of the 8 one-bedroom units. MCDP is optimistic that one-bedroom units will be fully reserved once a one-bedroom unit is available to view.

Residential vacancy is budgeted at 3%, substantially below the **rental** industry standard of 5%. Since the cooperative is a form of ownership, with a limited equity share value, it is plausible that turnover will be lower than in rental properties. However, it is also a new form of ownership for the City of Portland, so buyers will likely not have experienced this structure before, making it hard to predict market behavior.

Like Lambert North, this property is an experiment in demand for housing with limited parking in a car-dependent location. Phase I will have more conventional parking ratios, with 24 on-site spots (1.09 dedicated spots per unit) available for rent for \$150/month. There will also be 14 street spots (subject to snow restrictions), which will be free and available to both Lambert North and Lambert South residents. The bus line stops at the site and will be improved with a bus shelter. The site's walk score of 14 (considered "car dependent"), transit score of 31 ("some transit"), and bike score of 32 ("somewhat bike-able") suggest this location will be a challenge for those without a car. The 2023 market study says of the location, "Despite a bus route servicing the area, most will need a car for daily activities & employment," and "There is a lack of retail and employment in the immediate vicinity. The property is more isolated than other locations in the City of Portland."

Operating Expense

The pro forma reflects a per-unit operating cost of \$9,687 which appears moderate in the current climate. (For comparison, Lambert North per unit cost is budgeted at \$10,169). Of that, \$3,182 per unit is real estate taxes, leaving funds for other operating expenses a slender \$6,505. All utilities are included, with an estimated utility expense per unit (including common spaces) of \$1,800/unit/year, or just \$150 per unit per month. (For comparison, Lambert North has an "all in" projected utility expense, combining renter utility allowance and owner-paid utilities of \$283 per month.) While solar is anticipated and will reduce utility costs, this is another way in which Lambert South is an experiment.

MCDP anticipates using Preservation Management for property management. The administrative fee is budgeted at 4% of gross income, lower than is typical for LIHTC rental projects due to the anticipated greater stability of residents and absence of complex tax credit monitoring requirements. Grounds costs appear very minimal, budgeted at \$10,000 despite significant exterior amenities to maintain, including interior roadways and parking. (For comparison, Lambert North per unit grounds expense is \$78,563, almost eight times Lambert South.)

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

75% 30 Year TIF: A 75% TIF generates a year 1 DSCR of 1.15 on all “must pay” debt (all lenders except City and deferred developer fee). The City’s TIF Model spreadsheets are based on the 90 unit build out, but taking the proportional value for the 22-unit Phase I development, the year one value of a 75% TIF would be \$52,500 and the 30 year value of the TIF would be \$2,129,826. The year one 75% TIF provides the equivalent of a year one subsidy of \$2,386 per residential unit, and the total TIF subsidy is projected to be \$96,810 per unit over the 30-year term.

Developer Financials

MCDP is a young organization and has not yet had an audit. Their 2024 Income/Expense shows no operating income and \$13,515 in expenses. However, that dramatically understates their activity. Consistent with GAAP, their project-related predevelopment expenditures are accounted for on their balance sheet, in project pre-development accounts, one each for Lambert North and Lambert South. Douglass Commons condo construction activity has been moved to a different holding company. MCDP’s 2024 Equity position (equivalent to a non-profit’s “Net Assets”) was \$262,752. MCDP ended 2024 with \$101,555 in current assets (cash holdings) and current term liabilities of \$49,981 for a current ratio of 2.03.

For 2025 through July 31, 2025, the Profit and Loss statement again reflects no income and limited (\$6,068) expenses. The action, again, is reflected on the Balance Sheet, where MCDP’s equity position has declined modestly to \$204,620. MCDP shows current assets (cash & equivalents) of \$57,803, and current liabilities of \$14,000. The resulting current ratio is 4.13.

A substantial portion of MCDP’s predevelopment funding has come from a subsidiary of UHAB, which lent the young organization up to \$1,235,000 at 1.5% interest. The current balance on that loan is \$894,104. The original two-year term of the predevelopment loan came due in 2023 and has been extended to 2027.

While MCDP is young, its financial transactions are increasingly complicated, and it will lay important groundwork for future financial stability to get an audit for operations through end of 2025.

Recommendations

The developer must at a minimum meet three primary criteria for an AHTIF approval:

1. Community Need: “...site-specific AHTIF designations must address an identified community need.”

MCDP proposes 22 units of workforce housing for households at 100% – 120% AMI, in Phase I of what is planned to be a 90-unit development. Workforce housing is identified as a community need in Portland’s Plan 2030 and the City Council’s 2025 Common Goals.

2. Financial Necessity: “The applicant must demonstrate the City’s participation is financially necessary in order for the project to proceed.”

The financial projections demonstrate that a 75% TIF will be necessary for the project to proceed. The TIF functions to support the cashflow of the project and demonstrates a cashflow cushion to the mortgage lender to meet the lender's underwriting standards, in this case, an anticipated requirement of 1.15 DSCR on the combined "must pay" mortgage debt. While the 30-year pro forma based on MCDP's budget shows cashflow ballooning to an unacceptably high 1.85 in year 30, given the risk of this new ownership type, the aggressive assumptions the developer has made about operating costs, and the variable rate financing, the 75% 30-year TIF is necessary to protect the viability of this project.

3. Financial Capacity: "The applicant must demonstrate financial capacity to support their project."

MCDP's financial statements have gradually improved over its few years of operations. MCDP principals have successfully used their ties in the development community to move projects forward, alone or in partnership. While they do not have deep pockets, they have demonstrated a capacity to support their project through determination, persistence, and creative financing strategies.

I recommend a 75% AHTIF with a 30-year term, and a \$2.2 million loan from the Jill C. Duson Housing Trust Fund at 0% interest, with a 30-year term on the conditions outlined below. Repayment of the loan will be made out of surplus cash flow. While deferred developer fee is owed, developer fee and City loan repayment to be paid annually from surplus cashflow, divided 30% to deferred developer fee, 30% to City of Portland and 40% retained by cooperative. During the first four years after the issuance of the Certificate of Occupancy for Phase I, the cooperative will receive its 40% share of surplus cashflow. The remaining 60% will be retained in a Future Construction Account. After 4 years, if no firm plans are in place to move forward with construction of the remaining units, then the accumulated amount in the Future Construction Account will be divided evenly between MCDP and the City to retire debt. If after 10 years the full 90 units have not been built, then the accumulated remaining amount in the Future Construction Account will be released to retire any remaining City debt. Loan closing and finalization of the TIF is conditioned upon satisfactory review of the following:

- Review of all final co-op documents, including house rules;
- Updated organizational financial statements, including most recent quarterly financials, from MCDP within two months of closing;
- Contract between Backyard ADU and the selected modular builder, and review of modular builder;
- Updated Note and Loan Agreement between MCDP and Homeownership Lending LLC demonstrating that MCDP is not in default;
- Financing commitments for all sources on terms and conditions acceptable to the City of Portland;

- All standard construction conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Project Operating Pro Forma

Date October 8, 2025
 Project Name Lambert Woods South
 Project Address _____
 Developer/Sponsor MCDP

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
1 BR	10		0	100%	\$2,231			\$2,231	#DIV/0!	\$22,310	\$267,720
2 BR	10		0	100%	\$2,550			\$2,550	#DIV/0!	\$25,500	\$306,000
3 BR	2		0	100%	\$2,868			\$2,868	#DIV/0!	\$5,736	\$68,832
Total:	22		0							\$53,546	\$642,552

\$0

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Declining Balance TIF year 1 75% year 11 75% year 21 75%

Note: Year 1 is the first full year of stabilized operations

		<u>Year 1</u>	<u>Year 1/Unit</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
Income												
Sch. Gross Income - Residential		\$642,552	\$29,207	\$655,403	\$668,511	\$681,881	\$695,519	\$709,429	\$723,618	\$738,090	\$752,852	\$767,909
<u>Vacancy Loss</u>	3.2%	(\$20,562)	(\$935)	(\$20,973)	(\$21,392)	(\$21,820)	(\$22,257)	(\$22,702)	(\$23,156)	(\$23,619)	(\$24,091)	(\$24,573)
Other income (parking)	150	\$43,200	\$1,964	\$44,064	\$44,945	\$45,844	\$46,761	\$47,696	\$48,650	\$49,623	\$50,616	\$51,628
TIF (inflated at 2%)	75%	\$52,500	\$2,386	\$53,550	\$54,621	\$55,713	\$56,828	\$57,964	\$59,124	\$60,306	\$61,512	\$62,742
Effective Gross Income		\$717,690	\$32,622	\$732,044	\$746,685	\$761,619	\$776,851	\$792,388	\$808,236	\$824,401	\$840,889	\$857,706

Administrative												
Management Fee	4.1%	\$26,607	\$1,209	\$27,405	\$28,227	\$29,074	\$29,946	\$30,845	\$31,770	\$32,723	\$33,705	\$34,716
Management Charges	0.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit & Accounting			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin Other		\$3,300	\$150	\$3,399	\$3,501	\$3,606	\$3,714	\$3,826	\$3,940	\$4,059	\$4,180	\$4,306
Total Administrative		\$29,907	\$1,359	\$30,804	\$31,728	\$32,680	\$33,661	\$34,670	\$35,711	\$36,782	\$37,885	\$39,022

Cooperative TA		\$5,000	\$227	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524
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Utilities												
Fuel Oil			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
"Heating/Cooling"		\$13,200	\$600	\$13,596	\$14,004	\$14,424	\$14,857	\$15,302	\$15,761	\$16,234	\$16,721	\$17,223
Electric		\$13,200	\$600	\$13,596	\$14,004	\$14,424	\$14,857	\$15,302	\$15,761	\$16,234	\$16,721	\$17,223
Water / Sewer		\$13,200	\$600	\$13,596	\$14,004	\$14,424	\$14,857	\$15,302	\$15,761	\$16,234	\$16,721	\$17,223
Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities		\$39,600	\$1,800	\$40,788	\$42,012	\$43,272	\$44,570	\$45,907	\$47,284	\$48,703	\$50,164	\$51,669

Total/sq ft incl Utiltiy Allowance \$2.38 16,664

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$10,000	\$455	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
Janitorial		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$1,760	\$80	\$1,813	\$1,867	\$1,923	\$1,981	\$2,040	\$2,102	\$2,165	\$2,230	\$2,296
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$19,700	\$895	\$20,291	\$20,900	\$21,527	\$22,173	\$22,838	\$23,523	\$24,229	\$24,955	\$25,704
Maintenance Contracts	\$11,000	\$500	\$11,330	\$11,670	\$12,020	\$12,381	\$12,752	\$13,135	\$13,529	\$13,934	\$14,353
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$42,460	\$1,930	\$43,734	\$45,046	\$46,397	\$47,789	\$49,223	\$50,699	\$52,220	\$53,787	\$55,401

Taxes & Insurance											
Real Estate Taxes 2%	\$70,000	\$3,182	\$71,400	\$72,828	\$74,285	\$75,770	\$77,286	\$78,831	\$80,408	\$82,016	\$83,656
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$1,970	\$90	\$2,029	\$2,090	\$2,153	\$2,217	\$2,284	\$2,352	\$2,423	\$2,496	\$2,570
Insurance (property, liability)	\$16,557	\$753	\$17,054	\$17,565	\$18,092	\$18,635	\$19,194	\$19,770	\$20,363	\$20,974	\$21,603
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$88,527	\$4,024	\$90,483	\$92,483	\$94,530	\$96,623	\$98,764	\$100,954	\$103,194	\$105,486	\$107,830

Replacement Reserves	\$8,800	\$400	\$9,064	\$9,336	\$9,616	\$9,904	\$10,202	\$10,508	\$10,823	\$11,148	\$11,482
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$214,294	\$9,741	\$220,023	\$225,910	\$231,959	\$238,174	\$244,562	\$251,126	\$257,871	\$264,803	\$271,927
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Net Operating Income	\$503,396	\$22,882	\$512,021	\$520,776	\$529,660	\$538,677	\$547,826	\$557,110	\$566,529	\$576,085	\$585,779
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Debt Service											
Bank Loan	\$243,146	\$11,052	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146
CDFI Loan	\$183,663	\$8,348	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663
"Foundation Investment"	\$11,089	\$504	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089
Total Debt Service (Must Pay)	\$437,898	\$19,904	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898

Cash Flow (after Must Pay Debt)	\$65,498	\$2,977	\$74,123	\$82,878	\$91,762	\$100,779	\$109,928	\$119,212	\$128,631	\$138,187	\$147,881
Debt Service Coverage Ratio	1.15		1.17	1.19	1.21	1.23	1.25	1.27	1.29	1.32	1.34

Cash Flow Debt Payments											
City of Portland 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan #####	\$65,498	\$2,977	\$74,123	\$82,878	\$91,762	\$100,779	\$109,928	\$119,212	\$128,631	\$138,187	\$147,881
Cash Flow Retained by Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Retained Cash Flow % 0%

		<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>
Income											
Sch. Gross Income - Residential		\$783,267	\$798,933	\$814,911	\$831,210	\$847,834	\$864,790	\$882,086	\$899,728	\$917,722	\$936,077
Vacancy Loss	3.2%	(\$25,065)	(\$25,566)	(\$26,077)	(\$26,599)	(\$27,131)	(\$27,673)	(\$28,227)	(\$28,791)	(\$29,367)	(\$29,954)
Other income (laundry)		\$52,661	\$53,714	\$54,788	\$55,884	\$57,001	\$58,142	\$59,304	\$60,490	\$61,700	\$62,934
TIF	75%	\$63,997	\$65,277	\$66,583	\$67,914	\$69,273	\$70,658	\$72,071	\$73,513	\$74,983	\$76,483
Effective Gross Income		\$874,861	\$892,358	\$910,205	\$928,409	\$946,977	\$965,917	\$985,235	\$1,004,940	\$1,025,039	\$1,045,539
Administrative											
Management Fee		\$35,758	\$36,830	\$37,935	\$39,073	\$40,245	\$41,453	\$42,696	\$43,977	\$45,297	\$46,656
Management Charges		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit & Accounting		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin Other		\$4,435	\$4,568	\$4,705	\$4,846	\$4,992	\$5,141	\$5,296	\$5,454	\$5,618	\$5,787
Total Administrative		\$40,193	\$41,398	\$42,640	\$43,919	\$45,237	\$46,594	\$47,992	\$49,432	\$50,915	\$52,442
Supportive Services		\$6,720	\$6,921	\$7,129	\$7,343	\$7,563	\$7,790	\$8,024	\$8,264	\$8,512	\$8,768
Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$17,740	\$18,272	\$18,820	\$19,385	\$19,966	\$20,565	\$21,182	\$21,818	\$22,472	\$23,146
Gas		\$17,740	\$18,272	\$18,820	\$19,385	\$19,966	\$20,565	\$21,182	\$21,818	\$22,472	\$23,146
Water / Sewer		\$17,740	\$18,272	\$18,820	\$19,385	\$19,966	\$20,565	\$21,182	\$21,818	\$22,472	\$23,146
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities		\$53,219	\$54,816	\$56,460	\$58,154	\$59,899	\$61,696	\$63,546	\$65,453	\$67,416	\$69,439

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$13,439	\$13,842	\$14,258	\$14,685	\$15,126	\$15,580	\$16,047	\$16,528	\$17,024	\$17,535
Exterminating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$2,365	\$2,436	\$2,509	\$2,585	\$2,662	\$2,742	\$2,824	\$2,909	\$2,996	\$3,086
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$26,475	\$27,269	\$28,087	\$28,930	\$29,798	\$30,692	\$31,613	\$32,561	\$33,538	\$34,544
Elevator, HVAC, pool contracts	\$14,783	\$15,227	\$15,683	\$16,154	\$16,638	\$17,138	\$17,652	\$18,181	\$18,727	\$19,289
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$57,063	\$58,775	\$60,538	\$62,354	\$64,225	\$66,151	\$68,136	\$70,180	\$72,285	\$74,454

Taxes & Insurance										
Real Estate Taxes or PILOT	\$85,330	\$87,036	\$88,777	\$90,552	\$92,364	\$94,211	\$96,095	\$98,017	\$99,977	\$101,977
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$2,648	\$2,727	\$2,809	\$2,893	\$2,980	\$3,069	\$3,161	\$3,256	\$3,354	\$3,454
Insurance (property, liability)	\$22,251	\$22,919	\$23,606	\$24,315	\$25,044	\$25,795	\$26,569	\$27,366	\$28,187	\$29,033
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$110,228	\$112,682	\$115,192	\$117,760	\$120,387	\$123,075	\$125,825	\$128,639	\$131,518	\$134,464

Replacement Reserves	\$11,826	\$12,181	\$12,547	\$12,923	\$13,311	\$13,710	\$14,121	\$14,545	\$14,981	\$15,431
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$279,249	\$286,773	\$294,506	\$302,453	\$310,621	\$319,016	\$327,645	\$336,513	\$345,628	\$354,997
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Net Operating Income	\$595,612	\$605,585	\$615,699	\$625,956	\$636,356	\$646,901	\$657,591	\$668,427	\$679,410	\$690,542
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Debt Service										
Bank Loan	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146
Second Lien	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663
Other	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089
Total Debt Service (Must Pay)	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898

Cash Flow (after Must Pay Debt)	\$157,714	\$167,687	\$177,801	\$188,058	\$198,458	\$209,003	\$219,693	\$230,529	\$241,512	\$252,644
Debt Service Coverage Ratio	1.36	1.38	1.41	1.43	1.45	1.48	1.50	1.53	1.55	1.58

Cash Flow Debt Payments										Cash Flow D
City of Portland	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	100.0%	\$157,714	\$167,687	\$177,801	\$188,058	\$198,458	\$209,003	\$219,693	\$230,529	\$252,644
Cash Flow Retained by Project		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retained Cash Flow %	0%	\$1,387,258			\$1,951,576			Retained Cas		

		<u>Year 21</u>	<u>Year 22</u>	<u>Year 23</u>	<u>Year 24</u>	<u>Year 25</u>	<u>Year 26</u>	<u>Year 27</u>	<u>Year 28</u>	<u>Year 29</u>	<u>Year 30</u>
Income											
Sch. Gross Income - Residential		\$954,798	\$973,894	\$993,372	\$1,013,240	\$1,033,505	\$1,054,175	\$1,075,258	\$1,096,763	\$1,118,699	\$1,141,073
Vacancy Loss	0.0%	(\$30,554)	(\$31,165)	(\$31,788)	(\$32,424)	(\$33,072)	(\$33,734)	(\$34,408)	(\$35,096)	(\$35,798)	(\$36,514)
Other income (laundry)		\$64,193	\$65,477	\$66,786	\$68,122	\$69,484	\$70,874	\$72,292	\$73,737	\$75,212	\$76,716
TIF	75%	\$78,012	\$79,572	\$81,164	\$82,787	\$84,443	\$86,132	\$87,854	\$89,612	\$91,404	\$93,232
Effective Gross Income		\$1,066,450	\$1,087,779	\$1,109,535	\$1,131,725	\$1,154,360	\$1,177,447	\$1,200,996	\$1,225,016	\$1,249,516	\$1,274,507
Administrative											
Management Fee		\$48,055	\$49,497	\$50,982	\$52,511	\$54,087	\$55,709	\$57,380	\$59,102	\$60,875	\$62,701
Management Charges		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit & Accounting		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin Other		\$5,960	\$6,139	\$6,323	\$6,513	\$6,708	\$6,909	\$7,117	\$7,330	\$7,550	\$7,777
Total Administrative		\$54,015	\$55,636	\$57,305	\$59,024	\$60,795	\$62,619	\$64,497	\$66,432	\$68,425	\$70,478
Supportive Services		\$9,031	\$9,301	\$9,581	\$9,868	\$10,164	\$10,469	\$10,783	\$11,106	\$11,440	\$11,783
Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$23,841	\$24,556	\$25,293	\$26,051	\$26,833	\$27,638	\$28,467	\$29,321	\$30,201	\$31,107
Gas		\$23,841	\$24,556	\$25,293	\$26,051	\$26,833	\$27,638	\$28,467	\$29,321	\$30,201	\$31,107
Water / Sewer		\$23,841	\$24,556	\$25,293	\$26,051	\$26,833	\$27,638	\$28,467	\$29,321	\$30,201	\$31,107
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities		\$71,522	\$73,668	\$75,878	\$78,154	\$80,499	\$82,914	\$85,401	\$87,963	\$90,602	\$93,320

Maintenance	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Janitorial	\$18,061	\$18,603	\$19,161	\$19,736	\$20,328	\$20,938	\$21,566	\$22,213	\$22,879	\$23,566
Exterminating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$3,179	\$3,274	\$3,372	\$3,474	\$3,578	\$3,685	\$3,796	\$3,909	\$4,027	\$4,148
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$35,580	\$36,648	\$37,747	\$38,880	\$40,046	\$41,247	\$42,485	\$43,759	\$45,072	\$46,424
Elevator, HVAC, pool contracts	\$19,867	\$20,463	\$21,077	\$21,709	\$22,361	\$23,032	\$23,723	\$24,434	\$25,167	\$25,922
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$76,687	\$78,988	\$81,358	\$83,798	\$86,312	\$88,902	\$91,569	\$94,316	\$97,145	\$100,060

Taxes & Insurance										
Real Estate Taxes or PILOT	\$104,016	\$106,097	\$108,219	\$110,383	\$112,591	\$114,842	\$117,139	\$119,482	\$121,872	\$124,309
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$3,558	\$3,665	\$3,775	\$3,888	\$4,005	\$4,125	\$4,248	\$4,376	\$4,507	\$4,642
Insurance (property, liability)	\$29,904	\$30,801	\$31,725	\$32,677	\$33,657	\$34,667	\$35,707	\$36,778	\$37,881	\$39,018
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$137,478	\$140,562	\$143,718	\$146,948	\$150,252	\$153,634	\$157,094	\$160,636	\$164,260	\$167,969

Replacement Reserves	\$15,894	\$16,371	\$16,862	\$17,368	\$17,889	\$18,425	\$18,978	\$19,547	\$20,134	\$20,738
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$364,627	\$374,526	\$384,701	\$395,160	\$405,911	\$416,962	\$428,322	\$440,001	\$452,006	\$464,347
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Net Operating Income	\$701,823	\$713,253	\$724,834	\$736,566	\$748,449	\$760,485	\$772,674	\$785,015	\$797,510	\$810,159
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Debt Service										
Bank Loan	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146	\$243,146
Second Lien	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663	\$183,663
Other	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089	\$11,089
Total Debt Service (Must Pay)	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898	\$437,898

Cash Flow (after Must Pay Debt)	\$263,925	\$275,355	\$286,936	\$298,668	\$310,551	\$322,587	\$334,776	\$347,117	\$359,612	\$372,261
Debt Service Coverage Ratio	1.60	1.63	1.66	1.68	1.71	1.74	1.76	1.79	1.82	1.85

Debt Payments										
City of Portland	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$263,925	\$275,355	\$286,936	\$298,668	\$310,551	\$322,587	\$334,776	\$347,117	\$372,261
Cash Flow Retained by Project		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Debt Flow % 0%

Development Budget with Permanent Sources

Date 10/8/2025
Project Name Lambert Woods South
Project Address
Developer/Sponsor MCDP

Total Units 22
Total Square Feet 16,664

September 2025 values					Change	
					Application to Reservation	
Sources of Funds						
Permanent Financing - 1st Lien	Kennebeck Savings Const	\$3,000,000	\$136,364	\$180	\$ -	0%
Permanent Financing - City of Portland		\$2,200,000	\$100,000	\$132	\$ -	0%
Equity (LIHTC/tenant contributions)		\$220,000	\$10,000	\$13	\$ -	0%
Deferred development fee		\$175,000	\$7,955	\$11	\$ -	0%
Other	CDFI Syndication	\$2,450,000	\$111,364	\$147	\$ -	0%
Other	Foundations inc. UHAB	\$1,250,000	\$56,818	\$75	\$ -	0%
Total Sources of Funds		\$9,295,000	\$422,500	\$558	\$ -	0%

Uses of Funds

Hard Costs						
Site Improvements		\$1,566,456	\$71,203	\$94	\$ -	0%
Rehabilitation			\$0	\$0		
New Construction		\$4,730,668	\$215,030	\$284	\$ -	0%
Contractor's Profit, Overhead, & Gen. Requirements	0.0%		\$0	\$0		
Hazardous Materials abatement (if contracted separately)			\$0	\$0		
Demolition Cost (if contracted separately)			\$0	\$0		
Bond Premium			\$0	\$0		
Other			\$0	\$0		
Hard Cost Contingency (% of hard costs)	5.0%	\$314,856	\$14,312	\$19	\$ -	0%
Total Hard Costs		\$6,611,980	\$300,545	\$397	\$ -	0%

Soft Costs						
Building Permit & Fees		\$266,895	\$12,132	\$16	\$ -	0%
Survey & Engineering		\$66,000	\$3,000	\$4	\$ (43,900)	-40%
Design & Permitting (% of const exp)	13.4%	\$733,000	\$33,318	\$44	\$ -	0%
Borrower Legal (all closings, excluding syndication legal)		\$110,000	\$5,000	\$7	\$ 110,000	#DIV/0!
Title & Recording		\$21,400	\$973	\$1	\$ 21,400	#DIV/0!
Accounting		\$15,000	\$682	\$1	\$ 15,000	#DIV/0!
Construction Period Taxes		\$20,000	\$909	\$1	\$ 20,000	#DIV/0!
Construction Period Insurance		\$26,400	\$1,200	\$2	\$ 26,400	#DIV/0!
Other: FF&E, Security		\$32,500	\$1,477	\$2	\$ -	0%
Other: ALL CARRYING COSTS		\$0	\$0	\$0	\$ (46,400)	-100%
Total Soft Costs		\$1,291,195	\$58,691	\$77	\$ 102,500	9%

Financing Costs						
Construction Loan Origination Fees		\$57,000	\$2,591	\$3	\$ 57,000	#DIV/0!
Construction Period Interest		\$244,530	\$11,115	\$15	\$ 244,530	#DIV/0!
Lender Inspection Fees		\$7,394	\$336	\$0	\$ 7,394	#DIV/0!
Letter of Credit Fee		\$5,000	\$227	\$0	\$ 5,000	#DIV/0!
Permanent Loan Fee			\$0	\$0		
Construction Lender Legal		\$25,000	\$1,136	\$2	\$ 25,000	#DIV/0!
Other ALL FINANCING COSTS			\$0	\$0		
Total Financing Costs		\$338,924	\$15,406	\$20	\$ (181,400)	-35%

Miscellaneous						
Market Survey		\$10,000	\$455	\$1	\$ 10,000	#DIV/0!
Appraisal		\$25,000	\$1,136	\$2	\$ 25,000	#DIV/0!
Environmental Study		\$25,000	\$1,136	\$2	\$ 25,000	#DIV/0!
LIHTC Fees -- prepaid monitoring			\$0	\$0		
Other: Commissioning			\$0	\$0		
Relocation Costs			\$0	\$0		
Other		\$18,900	\$859	\$1	\$ 18,900	#DIV/0!
Soft Cost Contingency (% of soft costs excl Dev Fee)	4.68%	\$80,000	\$3,636	\$5	\$ 80,000	#DIV/0!
Total Miscellaneous:		\$158,900	\$7,223	\$30	\$ 158,900	#DIV/0!

Acquisition						
Acquisition: Buildings			\$0	\$0		
Acquisition: Land		\$1	\$0	\$0	\$ -	0%

Acquisition: Legal		\$0	\$0		
Other		\$0	\$0		
Total Acquisition	\$1	\$0	\$0	\$ -	0%

Reserves and Developer Fee					
Operating Deficit Escrow		\$0	\$0		
Prefunded Replacement Reserve		\$0	\$0		
Taxes & Insurance Escrow	\$44,000	\$2,000	\$3	\$ -	0%
Developer Overhead		\$0	\$0		
Developer Profit	\$850,000	\$38,636	\$51	\$ -	0%
Rent Up Reserve & Marketing		\$0	\$0		
Other		\$0	\$0		
Total Reserves and Developer Fee	\$894,000	\$40,636	\$54	\$ (80,000)	-8%

Total Uses of Funds	\$9,295,000	\$422,500	\$578	\$ -	0%
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Developer Fee Analysis: Total Fees: \$675,000
(excluding reserves & developer fee) Percent of TDC: 8.03%

Lambert Woods Housing Cooperative			
Prepared by Maine Cooperative Development Partners			
Development Proforma			
Uses	Per Unit	Total	
Acquisition	0	1	
Hard Construction Costs	215,030	4,730,668	
Site Work	71,203	1,566,456	
Construction Contingency	14,312	314,856	
Total	300,545	6,611,981	
Soft Cost Uses	Per Unit	Total	
City Fees	12,132	266,895	
Architectural & Design	33,318	733,000	
Survey and Engineering	4,995	109,900	
Carrying Costs	2,109	46,400	
Furniture, Fixtures, & Equipment	1,477	32,500	
Financing Costs	23,651	520,324	
Occupancy Reserve and Contingency	3,636	80,000	
Taxes and Insurance Escrow	2,000	44,000	
Developer Fee	38,636	850,000	
Total Soft Costs	121,955	2,683,019	
Total Development Costs	422,500	9,295,000	
Sources	Construction	Permanent	
Bank Loan	\$3,000,000	\$3,000,000	
CDFI Loans	\$2,450,000	\$2,450,000	
Foundation Investment	\$250,000	\$250,000	
Member Share Equity	\$0	\$220,000	
City of Portland Loan	\$2,200,000	\$2,200,000	
Five Together Foundation	\$1,000,000	\$1,000,000	
Deferred Developer Fee		\$175,000	
Total	\$8,900,000	\$9,295,000	
Surplus / (GAP)	\$ 455,000	\$ (0)	
	Kennebunk Savings	CDFIs	Sewell
Loan Amount	\$3,000,000	\$2,450,000	\$250,000
Collateral Position	1st	2nd	3rd
Loan Term	30	5	5
Estimated Fixed Rate	7.15%	6.39%	2.0%
Amortization Term	30	30	30
Lambert Woods Housing Cooperative			
Operating Proforma			
Home Type	# of Units	Monthly Maintenance	Annual Total
1 BR - 100%	10	2,231	267,720
2BR - 100%	10	2,550	306,000
3BR - 100%	2	2,868	68,832
Residential Gross Potential Income	22		642,552
Parking Revenue	24	150	43,200
Vacancy (3%)	3%		-20,573
Affordable Housing Tax Increment Revenue			52,500
Net Income			717,679
Expenses	Factor	Per Unit	Total
Property Management	4%	1,209	26,607
Coop TA		227	5,000
Other Admin		150	3,300
Lighting & Misc Power		600	13,200
Water & Sewer		600	13,200
Heating / Cooling		600	13,200
Solid Waste Removal		80	1,760
Payroll - Maintenance		895	19,700
Grounds		455	10,000
Repairs		500	11,000
Insurance	0.35%	753	16,557
Prop Taxes		3,182	70,000
Employee Payroll Tax		90	1,970
Replacement Reserve		400	8,800
Total Expenses		9,741	214,295

Lambert Woods Cooperative
Detailed Development Budget

Site Improvements	1,566,456
Construction	4,730,668
Construction Contingency	314,856
Subtotal Construction Costs	6,611,980
Permits & Impact Fees	266,895
Survey & Engineering	66,000
Architectural & Design	733,000
Legal	110,000
Title & Recording	21,400
Accounting	15,000
Construction Period Tax	20,000
Insurance	26,400
Soft Cost Contingency	80,000
Subtotal Soft Costs	1,338,695
Origination Fees	57,000
Construction Interest	244,530
Lender 3rd Party and Inspection	7,394
Letter of Credit	5,000
Lender Legal	25,000
Subtotal Finance Costs	338,924
Market Study	10,000
Appraisal	25,000
Environmental	25,000
FF&E	32,500
Other Misc Costs	18,900
Subtotal Miscellaneous	111,400
Acquisition: Land	1
Subtotal Acquisition	1
Tax & Insurance Reserve (T&I)	44,000
Subtotal Reserves	44,000
Subtotal Development Fee	850,000
Total Project Costs	9,295,000

Lambert Woods Housing Cooperative										
Operating Proforma										
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Apartments	2%	642,552	655,403	668,511	681,881	695,519	709,429	723,618	738,090	752,852
Parking	2%	43,200	44,064	44,945	45,844	46,761	47,696	48,650	49,623	50,616
Vacancy	3%	-20,573	-20,984	-21,404	-21,832	-22,268	-22,714	-23,168	-23,631	-24,104
TIF Income	75%	52,500	54,075	55,697	57,368	59,089	60,862	62,688	64,568	66,505
	0%	0	0	0	0	0	0	0	0	0
Total Income		717,679	732,558	747,750	763,262	779,101	795,274	811,788	828,650	845,869
Expenses										
Property Management	4%	26,607	27,139	27,682	28,236	28,800	29,376	29,964	30,563	31,175
Other Admin	3%	8,300	8,549	8,805	9,070	9,342	9,622	9,911	10,208	10,514
Utilities	3%	41,360	42,601	43,879	45,195	46,551	47,948	49,386	50,868	52,394
Maintenance	3%	42,670	43,950	45,269	46,627	48,025	49,466	50,950	52,479	54,053
Insurance	3%	16,557	17,054	17,566	18,093	18,635	19,194	19,770	20,363	20,974
Prop Taxes	3%	70,000	72,100	74,263	76,491	78,786	81,149	83,584	86,091	88,674
Replacement Reserve	3%	8,800	9,064	9,336	9,616	9,904	10,202	10,508	10,823	11,148
Total Expenses		214,295	220,457	226,800	233,327	240,044	246,958	254,073	261,395	268,931
Debt Service										
Bank Loan		214,500	214,500	251,144	251,144	251,144	251,144	251,144	251,144	251,144
CDFI Loans		183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663
Foundation Investment		11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089
Total Debt Service		409,252	409,252	445,896	445,896	445,896	445,896	445,896	445,896	445,896
Cash Flow										
		94,133	102,849	75,054	84,039	93,161	102,420	111,819	121,360	131,042
DSCR		1.23	1.25	1.17	1.19	1.21	1.23	1.25	1.27	1.29

Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
767,909	783,267	798,933	814,911	831,210	847,834	864,790	882,086	899,728	917,722	936,077
51,628	52,661	53,714	54,788	55,884	57,001	58,142	59,304	60,490	61,700	62,934
-24,586	-25,078	-25,579	-26,091	-26,613	-27,145	-27,688	-28,242	-28,807	-29,383	-29,970
68,501	70,556	72,672	74,852	77,098	79,411	81,793	84,247	86,775	89,378	92,059
0	0	0	0	0	0	0	0	0	0	0
863,452	881,406	899,739	918,461	937,579	957,101	977,037	997,396	1,018,186	1,039,418	1,061,100
31,798	32,434	33,083	33,744	34,419	35,108	35,810	36,526	37,256	38,002	38,762
10,830	11,155	11,489	11,834	12,189	12,554	12,931	13,319	13,719	14,130	14,554
53,965	55,584	57,252	58,969	60,739	62,561	64,438	66,371	68,362	70,413	72,525
55,675	57,345	59,065	60,837	62,662	64,542	66,478	68,473	70,527	72,643	74,822
21,604	22,252	22,919	23,607	24,315	25,044	25,796	26,570	27,367	28,188	29,033
91,334	94,074	96,896	99,803	102,797	105,881	109,058	112,329	115,699	119,170	122,745
11,482	11,826	12,181	12,547	12,923	13,311	13,710	14,121	14,545	14,981	15,431
276,687	284,670	292,886	301,342	310,044	319,002	328,221	337,709	347,475	357,527	367,873
251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144
183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663
11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089
445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896
140,868	150,840	160,958	171,223	181,638	192,204	202,921	213,791	224,815	235,995	247,331
1.32	1.34	1.36	1.38	1.41	1.43	1.46	1.48	1.50	1.53	1.55

Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
954,798	973,894	993,372	1,013,240	1,033,505	1,054,175	1,075,258	1,096,763	1,118,699	1,141,073
64,193	65,477	66,786	68,122	69,484	70,874	72,292	73,737	75,212	76,716
-30,570	-31,181	-31,805	-32,441	-33,090	-33,751	-34,426	-35,115	-35,817	-36,534
94,821	97,665	100,595	103,613	106,722	109,923	113,221	116,618	120,116	123,720
0	0	0	0	0	0	0	0	0	0
1,083,242	1,105,856	1,128,949	1,152,534	1,176,621	1,201,221	1,226,344	1,252,003	1,278,210	1,304,975
39,537	40,328	41,134	41,957	42,796	43,652	44,525	45,415	46,324	47,250
14,991	15,440	15,904	16,381	16,872	17,378	17,900	18,437	18,990	19,559
74,701	76,942	79,250	81,628	84,076	86,599	89,197	91,873	94,629	97,468
77,067	79,379	81,760	84,213	86,739	89,342	92,022	94,782	97,626	100,555
29,904	30,802	31,726	32,677	33,658	34,667	35,707	36,779	37,882	39,018
126,428	130,221	134,127	138,151	142,296	146,564	150,961	155,490	160,155	164,960
15,894	16,371	16,862	17,368	17,889	18,425	18,978	19,547	20,134	20,738
378,521	389,481	400,763	412,374	424,326	436,628	449,290	462,323	475,739	489,548
251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144	251,144
183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663	183,663
11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089	11,089
445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896	445,896
258,826	270,478	282,291	294,264	306,399	318,697	331,159	343,784	356,575	369,531
1.58	1.61	1.63	1.66	1.69	1.71	1.74	1.77	1.80	1.83

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this 4th day of January 2021 by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as “Seller” or “City”), and Maine Cooperative Development Partners, a Maine corporation, having a mailing address of 6 City Center, Fl. 3., Portland, Maine 04101 (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, the CITY is the owner of approximately 13.3874 acres of land at or near 165 Lambert Street, Portland, Maine (the “Premises”) and did advertise RFP #20068 dated April 10, 2020, entitled Request for Proposals for Disposition of City-Owned Property Located at 165 Lambert Street, a copy of which is attached hereto as Exhibit A and incorporated herein (the “Request for Proposals”) (the Premises is identified in the City’s tax records as CBL 385 A001 and 386 C001 and is generally depicted on Attachment C to the Request for Proposals); and

WHEREAS, Buyer submitted a proposal dated June 16, 2020 in response to the Request for Proposals, a copy of which is attached hereto as Exhibit B and incorporated herein (the “Proposal”); and

WHEREAS, Buyer desires to purchase and develop the Premises, and the City desires to convey the Premises to Buyer, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be One Dollar (\$1.00) (the “Purchase Price”).
3. **TITLE AND DUE DILIGENCE.**
 - a. **Due Diligence Period.** Buyer will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is thirteen (13) months after the date of this Agreement (the “Due Diligence Period”) to complete any surveys, environmental review, inspections, and title examinations, and to obtain any zone change, site plan approval, and any other permits and regulatory approvals required for the Project.
 - b. **Property Description.** The legal description of the Premises contained in the deed will be a survey description based upon a survey plan that will more specifically describe the Premises. The survey and description of the

Premises will be prepared by the Buyer at its sole expense and provided to the City for review two months prior to the expiration of the Due Diligence Period. City shall notify Buyer of any objections to the survey and description prior to the expiration of the Due Diligence Period.

- c. **Rezoning Contingency.** Buyer proposes to obtain the Portland City Council's approval to rezone the Premises (the "Rezoning Approval") to maximize residential density for its development of the Premises as described in the Proposal (the "Project"). The Buyer will be responsible for obtaining, at its sole expense, the Rezoning Approval and any other regulatory approvals required for the Project prior to Closing.
- d. **Financing Contingency.** The Buyer's obligation to close is contingent on obtaining construction and permanent financing for the Project that the Buyer, in its discretion, determines is sufficient to put the Project on a sound financial footing. That financing is anticipated to include, but not be limited to, the following: (i) permanent financing for the Coop in the form of a HUD Section 213 loan; and (ii) affordable housing tax increment financing from the City.
- e. **Title and Survey Objections.** Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect insurability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- f. **Option to Cure.** In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- g. **Deed.** City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements of record and easements described herein; (ii) easements for utilities servicing the property, (iii) zoning ordinances, and (iv) real estate taxes not yet due

and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

- h. Buyer's Right to Terminate. The Buyer may terminate this Agreement at any time during the due diligence period if, in the exercise of its sole discretion, it decides to not proceed with the Project by giving written notice of termination to the City in which case neither party shall have any further obligations to the other.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for

bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.

- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections; provided, however, the City hereby acknowledges and agrees Buyer shall have no obligation to clean-up, remove or take any other action with respect to any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.

6. **DEFAULT AND REMEDIES.** In the event that Buyer defaults hereunder for a reason other than the default of the City, City may terminate this Agreement, and neither party shall have any further obligation to the other. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance or terminate this Agreement, in which case neither party shall have any further obligation to the other.

7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

- 8. PROPERTY SOLD “AS IS, WHERE IS.”** Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold “as is, where is” and “with all faults.” City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
- 9. ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys’, consultants’, and experts’ fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City’s release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer’s successors, assigns, and transferees.
- 10. CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a time agreeable to the parties on or before the day that is fifteen (15) months after the date of this Agreement (the “Closing Date”). At the Closing:
- a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
 - b. Buyer shall deliver the Purchase Price to the City.
 - c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
 - d. Buyer shall deliver evidence, reasonably satisfactory to City’s Corporation Counsel, that the entity receiving title to the Premises is in good standing

under Maine law, and that the individuals acting at Closing and executing documents on behalf of Buyer are authorized to do so.

11. BUYER'S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO REPURCHASE PROPERTY.

- a. Within twelve (12) months after the Closing Date, Buyer shall commence construction of the Project, as the Project is generally described in the Proposal. The Buyer, in its discretion, may develop the Project in two phases. The first phase of the Project shall include the greater of 20 three-bedroom dwelling units or the maximum number of dwelling units feasible under the current zoning.
- b. Upon the issuance of a certificate of occupancy for all or a portion of the first phase of the Project or at such earlier time as the Buyer, in its discretion, may determine, the Buyer shall convey the Project to a Cooperative Affordable Housing Corporation (the "Coop") organized in accordance with the Maine Cooperative Affordable Housing Ownership Act, 13 M.R.S.A. §1741-1762, as may be amended (the "Act"). Notwithstanding anything to the contrary in the foregoing, the Buyer may retain the right to develop additional units on the Premises as a second phase of the Project which shall be conveyed to the Coop.
- c. Rent Restrictions. For a period of 99 years after the Project has been transferred to the Coop, all units and cooperative interests in the Project shall be affordable to low- and moderate-income households earning less than or equal to 100% of the area median income (AMI), adjusted for family size, in accordance with federal standards generally accepted at the time of incorporation under the Act. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in connection with its cooperative interest and other housing expenses, including utilities, shall not exceed 30% of the household's gross monthly income. Minimum household size allowed per unit and the formula for calculating maximum allowable monthly rent is detailed on Exhibit C, which is attached hereto and made a part hereof.
- d. Income Restrictions. In order to purchase a cooperative membership interest in, and reside in a unit owned by the limited equity cooperative, a household must not earn more than 100% of the AMI, adjusted for family size, as published by the U.S. Department of Housing and Urban Development ("HUD"). Household income is defined as adjusted gross income used by the IRS. This income test will be used only at the time of the household's purchase, and excludes transfers to family members or an estate beneficiary. At the time of initial sale of cooperative membership interests in the Coop, up to 20% of the cooperative membership interests may be sold to households earning up to 120% of AMI. All other sales and all subsequent sales of cooperative membership interests must be to households earning no more than 100% of AMI.
- e. Option to Repurchase. Unless the Project has been transferred to the Coop as set forth above, if Buyer, its successors, assigns, or transferees fails to commence construction of the Project on the Premises within 12 months after the closing, and construct the buildings which are part of the first

phase of the Project within thirty (30) months after closing, the City shall have the right, but not the obligation, to repurchase the Premises and the Project at the Purchase Price plus all documented, design, development, construction, and approval expenses incurred by Buyer, or successors, to that juncture. If the City exercises this right to repurchase, Buyer shall convey the Premises to the City and assign to the City all contracts, plans, and other documents related to the design, construction, and regulatory approvals for the Project. This right to repurchase shall be assignable by the City.

- f. The articles of organization for the Coop shall provide that in the event the Coop shall be dissolved, its assets will be distributed in accordance with § 1754(6) of the Act to the City or, at the City's option, to another organization permitted under § 1754(6) of the Act reasonably acceptable to the City.
- g. The provisions of this Section 11 will survive closing and will be included in greater detail in the City's deed to Buyer or in a Declaration of Covenants, Conditions and Restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds.

- 12. **ENTIRE AGREEMENT.** This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.
- 13. **NON-WAIVER.** No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- 14. **HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
- 15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
- 16. **TIME.** The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
- 17. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be

invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

- 18. NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after the notice is delivered to an overnight delivery service with delivery confirmation, addressed to the recipients at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE City: City of Portland
ATTN: City MANAGER
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR Buyer: Maine Cooperative Development Partners, 6
City Center, Fl. 3, Portland, ME 04101

With a copy to: David C. Pierson, Esq.
Eaton Peabody
P.O. Box 15235
Portland, ME 04112-5235

- 19. SIGNATURES; MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- 20. BROKERS.** The CITY and Buyer each represent and warrant that they have not dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.
- 21. RECITALS INCORPORATED BY REFERENCE.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by their duly authorized offices or representatives, on the day and year first written above.

Approved as to Form:

DocuSigned by:
Michael Goldman
58DA6A4D85584F1
Corporation Counsel's Office

City OF PORTLAND

DocuSigned by:
Jon P. Jennings
7321A75603411
Jon P. Jennings Its City Manager

**MAINE COOPERATIVE
DEVELOPMENT PARTNERS**

DocuSigned by:
Brian Eng
14F9ED9E0884B5...
Brian Eng
Its Principal

EXHIBIT A

CITY of PORTLAND, MAINE
Request for Proposals for Disposition of City-Owned Property
Located at 165 Lambert Street
RFP #20068

I. NOTICE AND SPECIFICATIONS

The City of Portland, Maine seeks proposals from qualified developers for the creation of residential housing at 165 Lambert Street. The site is designated on the City of Portland Tax Assessor's Map as lots CBL 385 A001, and 386 C001.

Sealed proposals for the project, including an original, seven (7) copies, and one (1) digital copy, as specified herein, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:30 p.m., Tuesday June 16, 2020, at which time they will be publicly opened.

Proposals shall be submitted, and returned in sealed envelopes plainly marked on the outside "Disposition and Development of Property Located at 165 Lambert Street".

Proposals that are late, unsigned or submitted via fax will not be accepted. Proposals from individuals not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a person receive this Request from a source other than the City, please contact 207-874-8654 to ensure that you are listed as a recipient for this proposal.

All questions must be submitted in writing to the Purchasing Office. These may be mailed, hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and be received no later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction, or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City and proposers should not rely on. Proposers should not have contact with any City staff with regard to this proposal unless to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any and all proposals. *All proposers are advised that the property will be sold "as-is" and "where is", in its existing condition, with no warranties either expressed or implied.* The City makes no representations or warranties about of any of the information about the property set forth herein, which is provided to proposers for their convenience only. The successful proposer shall be responsible to inspect the property, or to hire its own professionals to do so. The City, and its agents, make no representations or warranties with respect to the title of the property, the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property 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 property. The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time. The City will not be responsible for any broker's commission.

Any and all improvements made to said property must be done in accordance with existing City Codes and Ordinances.

II. GENERAL INFORMATION

Summary of Request:

The City of Portland is committed to providing housing opportunities and has set a goal to evaluate the use of City-owned property to construct housing. As one-step in accomplishing this goal, the City of Portland will accept proposals for the development of housing on the lot located at 165 Lambert Street, which currently is vacant.

This request for proposals results from the December 16, 2019 approval by the Portland City Council (Resolve 10-19/20) of the recommendations of the Housing Committee to market the City-owned vacant property located at 165 Lambert Street.

The City of Portland uses the RFP process to ensure that public resources are utilized for maximum public benefit while accomplishing specific objectives and providing fair access to all applicants.

Site Information:

- a. **Location:** 165 Lambert Street, as identified in the City of Portland Assessor's records as lot CBL 385 A001 and 386 C001 (See Attachment 2).
- b. **Existing Conditions:** 165 Lambert Street is located on two parcels totaling 13.3874 acres with frontage on Lambert Street in the North Deering neighborhood. The surrounding context is predominantly residential with the majority of homes in the area being one-family structures. The topography is quite steep and much of the parcel is designated as wetlands. A large portion of Auburn Street storm drain discharges to this area.
- c. **Current use:** Vacant lot.
- d. **General Dimensions:** Together these lots are approximately 13.3874 acres or 583,157 square feet.
- e. **Current Zoning:** R-2. The R-2 zone allows for the creation of single-family detached dwelling units on minimum lot sizes of 10,000 square feet. At 13.39 acres (583,157 square feet), this parcel could permit a maximum residential density of 58 single-family homes. However, there are extensive wetlands on approximately 8 acres on the site that will limit maximum development potential. For complete zoning requirements, please refer to Chapter 14, Land Use, of the City Code.
- f. **Rezoning:** Higher density zoning that furthers exceptional projects and city goals as outlined in Section III will be considered. For example, the R-3 residential zone allows for Planned

Residential Unit Development (PRUD) on properties of 3 acres or more, and a higher maximum residential density of 6,500 square feet per dwelling unit. A PRUD would allow for alternative site layouts, and the ability to avoid impacts to on-site wetlands. It should be noted that changes to zoning require both Planning Board and City Council approval.

- g. Condition of the property at the time of disposition:** Wetlands present. See Boyle Associates report and Jones Associates report available online.
- h. Environmental Conditions:** Boyle Associates conducted a wetland delineation in July of 2009 and prepared a wetland sketch plan for the City of Portland; 4.53 acres of uplands were identified during their review. During a site visit in October of 2019, Jones Associates confirmed there had been no changes to the wetlands and the wetland delineations done by Boyle Associates were still appropriate to use. The City of Portland reserves the right to establish a conservation easement on the non-developable portions of the parcel. The Jones Associates report is available on-line.
- i.** Proposers are urged to investigate water sources and utility connection requirements with the Department of Public Works.

III. CITY GOALS

The City's primary goals for the use of the property are:

1. Developments shall provide mixed income units. All units must be affordable to households earning 60% to 120% of the area median income – which 60% is now \$55,800 for a family of four and 120% is now \$111,600 for a family of four.

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

Restrictions on the affordability of units must be in place for a minimum of 30 years for homeownership units, and the longest period allowed by law for rental units.

2. Development of mixed income homeownership or rental housing of excellent building and site design. Design principles should promote efficient use of land to create a development that is compatible with the existing pattern, scale, massing, and materials of the surrounding neighborhood. The development's buildings shall be designed to meet the City's Green Building Code.
3. Environmental preservation should be identified to retain a balance between development and conservation of open space important for wildlife, ecological, and environmental values.
4. Rezoning may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

5. Developments shall create housing options that are age inclusive.

The general terms for this real estate transaction include:

- Units must be used as the principal residence of the owner/tenant and owner/tenant shall not use the unit for the conduct of business (except for a home occupation allowed under the City of Portland zoning ordinance) or as an investment property. Units shall not be rented for short-term periods of one to thirty days.
- The sale or long term lease of the property below fair market value may be considered to support housing development that meets the City's stated goals.
- Alternative Ownership Models. Alternative ownership models that will encourage a mixed income community with long term affordability for the maximum number of units, such as limited equity units, co-housing, cooperative, or a community land trust, may be considered in order to ensure the units affordability over time.
- Proposals must outline how they will maintain affordability.
- Other City Incentives. Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

IV. PROPOSED SCORING

An internal staff Committee will review proposals received, and will apply the following selection criteria in reviewing and scoring the applications.

Proposed use to achieve the City of Portland's goals

40 points

1. Market Demand - 20 points
 - a. 20 points - all units meet the City's Goals and Terms noted in Section III
 - b. 15 points - at least 75% of the units meet the City's Goals and Terms noted in Section III
 - c. 10 points - at least 50% of the units meet the City's Goals and Terms noted in Section III
 - d. 0 points - project does not meet the City's Goals and Terms noted in Section III
2. Economic diversity - 10 points
 - a. 10 points - creates housing options which promote economic diversity in the neighborhood in which the development is located
 - b. 0 points - does not promote economic diversity
3. Age Inclusive – 10 points
 - a. 10 points – creates housing which is age inclusive
 - b. 0 points – does not create housing which is age inclusive

Impact on surrounding neighborhood, including design.

25 points

1. Project Design - 15 points
 - a. 15 points - the proposal is consistent with design characteristics
 - b. 10 points - the proposal is an adequate fit with neighborhood characteristics
 - c. 0 points - the design is a significant outlier

2. Amenities and unit design -- 10 points
 - a. 10 points - amenities & unit design are well thought out and appropriate for residents
 - b. 5 points - amenities & unit design are adequate
 - c. 0 points - amenities and unit design raise significant concerns that resident needs will not be adequately addressed

Applicant's ability to complete project, including financial feasibility, development team experience, capacity, and timeframe for completion. 35 points

1. Readiness to proceed - 15 points
 - a. 15 points - all projected sources of funding include letters of commitment or interest are projected at terms and conditions consistent with the City's prior experience with the funder
 - b. 10 points - most projected sources of funding include letters of commitment, letters of interest, or, if no letter is included, are projected at terms and conditions consistent with the City's prior experience with this funder
 - c. 0 points - one or more sources are projected on terms that are not consistent with the City's prior experience with the funder and are not documented by letter(s) from funder(s)
2. Track record of development team - 10 points
 - a. 10 points - every development team member has a successful track record with this type of project and at this scale
 - b. 8 points - all but one development team members have a successful track record with this type of project and at this scale; one development team member has relevant experience but at a smaller scale or not of this project type
 - c. 5 points - two development team members, while having relevant experience, are new to this type of project or this scale of development
 - d. 0 points - the development team does not meet the criteria above
3. Current Capacity of development team - 10 points
 - a. 10 points - development team members have exceptional depth of human and financial resources to complete this project
 - b. 8 points - development team members have the human and financial resources to complete this project
 - c. 5 points - development team has a staffing gap in a significant role and a plan to address that gap, OR there are some concerns about the financial resources of the team to move the development forward
 - d. 0 points - the development team does not meet the criteria described above

SUBMISSION INFORMATION

Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City. A general project budget with projected funding sources, development timeline, and development team qualifications and financial capabilities is also required. This RFP does not require detailed architectural drawings or development pro formas.

Photographs and maps of the site and area are required.

- a) **Developer:** Name, address, telephone, email, fax number of the proposed owner/developer and the name(s) of an alternative contact person(s).
- b) **Proposal:** Each proposal submitted must specifically outline the proposed use of the property and any proposed rezoning requests.
- c) **Financial Feasibility:** Provide a business plan, which shall include prospective and committed sources of funding, development and operating budgets; a letter from a lending institution indicating the applicant's ability to finance the projected costs; and provide examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.
- d) **Timetable:** Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.
- e) **Developer Capacity:** Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion.
- f) **Occupancy and Management Plan:** Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process to ensure mixed income and long-term affordability.
- g) **Purchase Price or Lease Terms:** Proposed purchase price or lease terms for this property.
- h) **Copies:** Seven (7) copies, with the original so marked, of each proposal shall be submitted.

V. DISPOSITION INFORMATION

After proposals are opened, city staff will make a recommendation to the City Council's Economic Development Committee (EDC) and the Housing Committee (HC). The EDC and HC will make a recommendation to the City Council.

VI. OTHER INFORMATION

Confidentiality: Proposals received by the City shall become a matter of public record, subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information may, to the extent permitted by law, be held from public inspection, as provided in applicable Maine law, including, without limitation, 5 MRSA Sections 13119-A and 13119-B.

VII. LEGAL REQUIREMENTS

The contract for the disposition of the property will be executed only after review and final approval by the City Council.

VIII. RESERVATION of RIGHTS

The City of Portland reserves the right, at its sole discretion, to award as well as reject any and all proposals for the city-owned property, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to substantiate any proposer's qualifications, capability to perform, availability, past performance records, and to verify that the proposer is current in its financial obligations to the City.

The City of Portland, Maine, reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, as well as negotiate with the successful proposer(s) should it be in the best in the best interest of the City to do so for a final purchase and sale agreement and ultimate sale or lease of the property.

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.

Proposers who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset, which shall be established by the contract, which shall be issued to the successful proposer

April 10, 2020

Matthew F. Fitzgerald
Purchasing Manager

Attachments:

- A. Proposal Signature Page
- B. Portland Assessor's Record
- C. GIS Map
- D. Boyle Report available online
- E. Jones Associate Report available online

Attachment A

PROPOSAL**NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED**

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

FEDERAL TAX ID #: _____ DUNS #: _____

STATE OF INCORPORATION _____
(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☐ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

Attachment B

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#)
[Home](#)
[Departments](#)
[City Council](#)
[Online Services](#)
[Calendar](#)
[Jobs](#)
[Volunteer](#)

This page contains a detailed description of the Parcel ID you selected.

[New Search!](#)**Current Owner Information:**Best Viewed at
800x600, with
Internet Explorer

CBL 385 A001001
Land Use Type GOVERNMENTAL
 Verify legal use with
 Inspections Division
Property Location 165 LAMBERT ST
Owner Information CITY OF PORTLAND
 389 CONGRESS ST
 PORTLAND ME 04101

Book and Page
Legal Description 385-A-1 386-C-1
 WASHINGTON AVE 2119-
 2217 AUBURN ST 600-
 612 583157 SF

Rental Registration No
Acres 13.3874

Current Assessed Valuation:

TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$558,700.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	
MUNICIPAL TYPE	(\$558,700.00)	389 CONGRESS ST
NET TAXABLE - REAL ESTATE	\$0.00	PORTLAND ME 04101
TAX AMOUNT	\$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).**Building Information:****Building 1**

Year Built
Style/Structure Type

Sales Information:

Sale Date	Type	Price	Book/Page
1/1/1976	LAND	\$0.00	3798/6

[New Search!](#)



City of Portland Maine Parcel Viewer



0 150 300ft

2,917,950.718 324,271.561 Feet

JONES ASSOCIATES

Foresters, Surveyors and
Environmental Consultants



Lori J. Paulette
Economic Development Department
City of Portland
389 Congress Street
Portland, ME 04101

Dear Lori:

Enclosed is a sketch of the wetland delineation conducted by Boyle Associates in July of 2009 for Lot 15, i.e. 165 Lambert Street and 622 Auburn Street in Portland, Maine (Tax Map 385, Lot A-1 and Tax Map 385, Lot D-8). Lot position and size were based on the town tax map information and existing monumentation on the ground.

Based upon wetland delineations done by Boyle Associates, there is approximately 236727.92 square feet (5.43 acres) of delineated wetland between the two properties. A site visit was conducted and we observed that there had been no changes to the wetlands and that the wetland delineations done by Boyle Associates were still appropriate to use. There is a vernal pool mapped on Tax Map 385, Lot D-8, though we did not inspect it. During the informational review, which is discussed in more detail below, it was not listed as a significant vernal pool.

The Maine Office of GIS was used to conduct a review of available information regarding wetlands of special significance and stormwater qualifications. There were no wetlands of special significance observed during the review. When reviewing stormwater qualifications, it was observed that although the site is not in a lake watershed, the site is downstream of a watershed most at risk from new development, Highland Lake.

More information about the type of data that was reviewed from the Maine Office of GIS can be found on the Wetland Delineation Checklist, which is attached.

For Tax Map 385, Lot A-1, there is potential for development of one or two homes on the northerly 4.53 acres of upland with potential access only from Lambert Street, as it is our

280 Poland Spring Road
Auburn, Maine 04210
(207) 241-0235
Email: rjones@jonesai.com
Website: www.jonesai.com

Page 2

understanding that Washington Avenue has restricted access. There is also the potential for abutter expansion.

For the southerly section of Tax Map 385, Lot A-1, it is likely that there is only potential for abutter expansion.

For Tax Map 385, Lot D-8, there is also potential for development of one or two homes on the northerly 4.17 acres of upland with potential access from Auburn Street through the right-of-way if the vernal pool on the property is non-significant. To determine if the vernal pool is significant, a more in-depth assessment would be needed during breeding season to conduct egg mass surveys. Optimal time for egg mass surveys would be between April and May. If the vernal pool is significant, there are standards set forth by the Maine Department of Environmental Protection that may influence the extent of potential development on the property.

Please contact Jones Associates at (207) 241-0235 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rick Jones".

Rick Jones

280 Poland Spring Road
Auburn, Maine 04210
(207) 241-0235
Email: rjones@jonesai.com
Website: www.jonesai.com

5 of 15



WETLAND DELINEATION CHECKLIST

Job #:	19-065PO		
Client:	CITY OF PORTLAND		
Site Address:	622 Auburn Street and 165 Lambert Street, Portland, ME 04103 (385-D-8 and 385-A-1)		

Wetland Scientist:	Rick Jones
Date of Office Review:	10/2019
Date(s) of Field Delineation:	07/2009

Wetlands of Special Significance

Yes	No	
	X	Does the on-site or immediately adjacent wetland contain a mapped and numbered DWA?
	X	Does the on-site or immediately adjacent wetland contain an Inland Waterfowl Wading Bird Habitat?
	X	Does the on-site or immediately adjacent wetland contain a potential significant vernal pool?
	X	Does the recent aerial photos of the on-site or immediately adjacent wetland show? Or are there any open water or emergent wetlands with areas greater than 20,000 sq. ft.?
	X	Does the on-site or immediately adjacent wetland contain a 100 year flood plain?
		Does the on-site or immediately adjacent wetland contain a S1 or S2 community?
	X	Does the on-site or immediately adjacent wetland contain a significant wildlife habitat?
	X	Is the on-site wetland within 250' of a coastal wetland?
	X	Is the on-site wetland within 250' of a great pond?
	X	Does the site contain peatlands?

Stormwater Qualifications

	X	Is the site in the watershed of a Great Pond or Impaired stream?
	X	Is the site in a lake watershed?
	X	Is the site in a watershed most at risk?

Additional Comments:

FEMA flood zone FIRM:

Portland 2300510002C, Effective December 8, 1998

Falmouth 2300450011B, Effective October 16, 1984

Watershed:

HUC_8: 01060001	Presumpscot
HUC_10: 0106000103	Presumpscot River
HUC_12: 010600010306	Highland Lake – Lower Presumpscot River



LEGEND

- PROPERTY BOUNDARY
- UPLAND AREA
- ▨ VERNAL POOL BOUNDARY
- ▨ WETLANDS

NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. AERIAL IMAGERY OBTAINED FROM GOOGLE EARTH.

WETLAND SKETCH PLAN CITY OF PORTLAND LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST (385-D-8 AND 385-A-1) PORTLAND, MAINE

PREPARED BY:

**JONES
ASSOCIATES INC.**

Foresters, Surveyors And
Environmental Consultants



280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

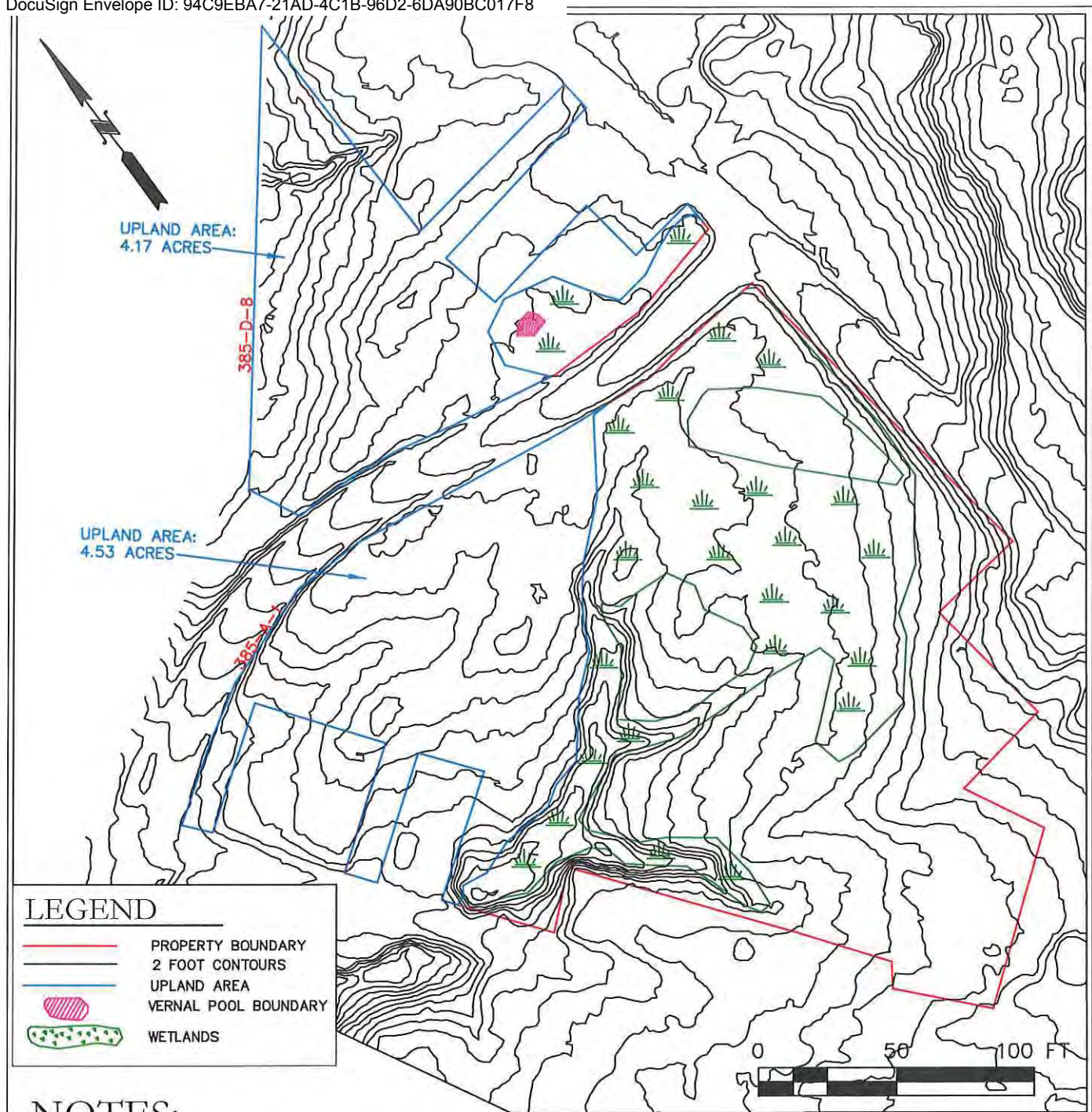
OCTOBER 18, 2019

FIELD WORK DATE:

SEPTEMBER 2019

SCALE: 1"=100'

PROJ. #: 19-0065PO



NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. 2 FOOT CONTOUR LINES OBTAINED FROM THE MAINE OFFICE OF GIS.

WETLAND SKETCH PLAN

CITY OF PORTLAND
LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST
(385-D-8 AND 385-A-1)
PORTLAND, MAINE

PREPARED BY:

JONES
ASSOCIATES INC.

Foresters, Surveyors And
Environmental Consultants

280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

OCTOBER 18, 2019

FIELD WORK DATE:

SEPTEMBER 2019

SCALE: 1"=100'

PROJ. #: 19-065PO

CITY OF PORTLAND, MAINE**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068****Current Date: May 28, 2020**

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

The City has received an Environmental Report regarding the lack of vernal pools for the property located at 165 Lambert Street.

The report from Jones Associates is attached.

Receipt of **Addendum No. 1** to the City of Portland's **RFP #20068, Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE



Lori Paulette
City of Portland
389 Congress Street
Portland, ME 04101

May 13, 2020

Dear Lori Paulette,

This letter to address the results of Jones Associates (JAI) site visits in regards to my search for vernal pools on three lots (Tax Map 372 Lot A-11, Tax Map 385, Lot A-1 and Tax Map 385, Lot D-8.) A preliminary visit to each of these sites was conducted on April 1st 2020 when hydrology was at its peak due to snowmelt. Any evidence of potential vernal pools would have been evident at this time.

An area located on Lot D-8 located off 622 Auburn Street, was hydrologically influenced by road ditching and culverts and did have some standing water. This area was draining and are confident that the area would not have an adequate hydro-period to support successful development of the vernal pool indicator species. This area was checked again on 4/20/20, 4/29/20, 5/4/20. There was not enough hydrology to support vernal pool species and no egg masses were found.

Further investigation of the three lots was not necessary as no pools were found during the initial visit on April 1st 2020. Observations indicated that no vernal pools were located on any of these three lots.

Attached to this letter is a vernal pool datasheet that describes findings for lot D-8. Jones Associates has not submitted the data sheets at this time. We recommend that these forms be filed with MIF&W in order to identify this site as containing no vernal pools. Once you have reviewed the attached information let us know if you would like us to file the forms with ME IF&W. If I can provide more information please do not hesitate to ask or call the office.

Much appreciated,

Jason Tome



Maine State Vernal Pool Assessment Form



INSTRUCTIONS:

- Complete all 3 pages of form thoroughly. Most fields are required for pool registration.
- Clear photographs of a) the pool AND b) the indicators (one example of each species egg mass) are required for all observers.

Observer's Pool ID: PVP1 Map 385 Lot D-8

MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Jason Tome
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: ☒ same as observer ☐ other _____
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes
- c. Project Name: City of Portland - Map 385 Lot D-8

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? ☐ Yes ☒ No If no, was landowner permission obtained for survey? ☒ Yes ☐ No
- b. Landowner's contact information (required)
- Name: City of Portland Phone: 207-874-8683
- Street Address: 389 Congress Street City: Portland State: ME Zip: 0410
- c. ☐ Large Projects: check if separate project landowner data file submitted

4. VERNAL POOL LOCATION INFORMATION

- a. Location Township: Portland

Brief site directions to the pool (using mapped landmarks):

Located north and adjacent to Washington Avenue between Lambert Street and Auburn Street in Portland, Maine. East of Communication Technologies Inc.

b. Mapping Requirements

- i. USGS topographic map OR aerial photograph with pool clearly marked.

ii. GPS location of vernal pool (use Datum NAD83 / WGS84)

Longitude/Easting: 70°17'41.0025" Latitude/Northing: 43°43'17.3336"

Coordinate system: NAD 83 ME WEST

- Check one: ☐ GIS shapefile
- send to Jason.Czapiga@maine.gov; observer has reviewed shape accuracy (Best)
 - ☒ The pool perimeter is delineated by multiple GPS points. (Excellent)
 - Include map or spreadsheet with coordinates.
 - ☐ The above GPS point is at the center of the pool. (Good)
 - ☐ The center of the pool is approximately _____ m ☐ ft ☐ in the compass direction of _____ degrees from the above GPS point. (Acceptable)



Maine State Vernal Pool Assessment Form



5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- ☐ Isolated depression ☐ Pool associated with larger wetland complex
☐ Floodplain depression ☒ Other: Associated with Road Construction and Culvert Influence

■ Check all wetland types that best apply to this pool:

- | | | | |
|--|---|--|--|
| ☒ Forested swamp | ☐ Wet meadow | ☐ Slow stream | ☐ Dug pond or borrow pit |
| ☒ Shrub swamp | ☐ Lake or pond cove | ☐ Floodplain | |
| ☐ Peatland (fen or bog) | ☐ Abandoned beaver flowage | ☐ Mostly unvegetated pool | ☒ Roadside ditch |
| ☐ Emergent marsh | ☐ Active beaver flowage | ☐ ATV or skidder rut | ☐ Other: _____ |

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: ☐ Natural ☐ Natural-Modified ☒ Unnatural ☐ Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (**required**):

Hydrology is almost entirely influenced by culverts and road construction.

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale in box (**required**):

- ☐ Permanent ☐ Semi-permanent (drying partially in all years and completely in drought years) ☒ Ephemeral (drying out completely in most years) ☐ Unknown

Explain:

The pool only has a few inches of water in it by the end of April. Likely will be completely dry soon, but is storm dependent with drainages.

■ Maximum depth at survey: ☒ 0-12" (0-1 ft.) ☐ 12-36" (1-3 ft.) ☐ 36-60" (3-5 ft.) ☐ >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 30 ☐ m ☒ ft Length: 100 ☐ m ☒ ft

■ Predominate substrate in order of increasing hydroperiod:

- ☒ Mineral soil (bare, leaf-litter bottom, or upland mosses present) ☐ Organic matter (peat/muck) shallow or restricted to deepest portion
☐ Mineral soil (sphagnum moss present) ☐ Organic matter (peat/muck) deep and widespread

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- | | |
|---|---|
| ☐ Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) | ☐ Wet site ferns (e.g. royal fern, marsh fern) |
| ☐ Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) | ☒ Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly) |
| ☐ Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) | ☐ Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes) |
| ☐ Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) | ☐ Aquatic vascular spp. (e.g. pickerelweed, arrowhead) |
| ☐ Sphagnum moss (anchored or suspended) | ☐ Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort) |
| | ☐ No vegetation in pool |

■ Faunal indicators (check all that apply):

- ☐ Fish ☐ Bullfrog or Green Frog tadpoles ☐ Other: _____

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- ☐ No inlet or outlet ☒ Permanent inlet or outlet (channel with well-defined banks and permanent flow)
☐ Intermittent inlet or outlet ☐ Other or Unknown (explain): _____

Maine State Vernal Pool Assessment Form



6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/20/20, 4/29/20, 5/4/20

b. Indicator abundance criteria and pool survey effort

- Is pool depression bisected by 2 ownerships (straddler pool)? ☐ Yes ☒ No
- Was the entire pool surveyed for egg masses? ☒ Yes ☐ No; what % of entire pool surveyed? _____
- For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)									Tadpoles/Larvae ⁴					
	Visit #1	Visit #2	Visit #3	Confidence Level ¹			Egg Mass Maturity ²			Observed			Confidence Level ¹		
Wood Frog	0	0	0	3	3	3									
Spotted Salamander	0	0	0	3	3	3									
Blue-spotted Salamander	0	0	0	3	3	3									
Fairy Shrimp ³	0	0	0	3	3	3									

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy shrimp: X = present

4-Tadpoles/larvae: X = present

c. Rarity criteria

- Note any rare species associated with vernal pools. Observations should be accompanied by photographs.

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	☐	☐	☐		Wood Turtle	☐	☐	☐	
Spotted Turtle	☐	☐	☐		Ribbon Snake	☐	☐	☐	
Ringed Boghaunter	☐	☐	☐		Other:	☐	☐	☐	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

☐ SVP ☐ Potential SVP ☐ Non Significant VP ☐ Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

This pool does not meet the requirements of a vernal pool.

Send completed form and supporting documentation to: Maine Dept. of Inland Fisheries and Wildlife
Attn: Vernal Pools
650 State Street, Bangor, ME 04401

NOTE: Digital submission (to Jason.Czapiga@maine.gov) of vernal pool field forms and photographs is only acceptable for projects with 3 or fewer assessed pools; larger projects must be mailed as hard copies.

For MDIFW use only

Reviewed by MDIFW Date: _____ Initials: _____

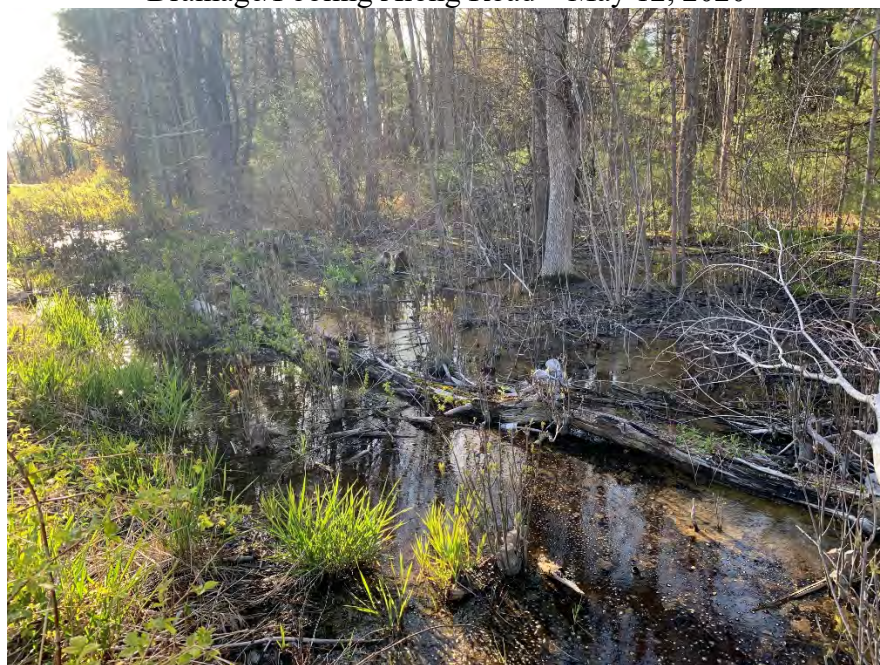
This pool is: ☐ Significant ☐ Potentially Significant but lacking critical data ☐ Not Significant due to: ☐ does not meet biological criteria.
☐ does not meet MDEP vernal pool criteria.

Comments:

PHOTOS OF POOL AREA



Drainage/Pooling Along Road – May 12, 2020



Drainage/Pooling Along Road – May 12, 2020

POTENTIAL VERNAL POOL AREA

Jones Associates Inc. - *Photographer: Jason Tome*



Drainage/Pooling Along Road – May 12, 2020

POTENTIAL VERNAL POOL AREA
Jones Associates Inc. - *Photographer: Jason Tome*

Addendum #2

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068**

Current Date: June 9, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 2** to the City of Portland's **RFP #20068, Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068**

QUESTIONS:

1. *Since City Hall is closed to the public, how should we submit our proposal?*

Sealed proposals shall be submitted electronically to biddropbox@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line will be received until 3:30 p.m., Tuesday, June 16, 2020 at which time they will be opened and read, or by submitting via USPS, UPS or FedEx to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101. In-person submission is not currently allowed due to City Hall being closed to the public.

EXHIBIT B

A. Developer

RFP 20068

Brian Eng
6 City Center, Floor 3
Portland, ME 04101
bri.d.eng@gmail.com
Phone: 413-262-2610
Fax: 207-899-4870

Alternative Contact:

Liz Trice
liztrice@gmail.com
Phone: 207-776-0921

Eng Proposal for RFP 20068

B. Lambert Village Proposal (RFP 20068)

Overarching goal: “Beautiful, Sustainable, Attainable, High Performance Co-operative Village”

Lambert Village creates a pedestrian friendly, closely knit “pocket neighborhood” of highly energy efficient, family-oriented, factory-built, single-family-style homes and neighborhood amenities at the two sites totaling 13.39 acres at 165 Lambert Street in the North Deering neighborhood of Portland, Maine. Lambert Village will be structured as a limited-equity housing co-operative (“Co-op”) developed by a partnership of highly experienced development and co-op professionals. We see this as a unique opportunity to use innovative legal, financial and design models to create an environmentally sustainable, family-oriented homeownership community with permanent affordability. Co-op housing communities are democratically owned and operated. From a governance and decision-making standpoint, co-ops are inherently the most participatory and collaborative form of housing. Traditional single family homeownership is autocratic. Condominium ownership is like a United Nations of autocracies. Co-op homeownership builds closer, more collaborative communities --- a village. The innovative, clustered landscape and building design of Lambert Village honors and supports these democratic and community building principles.

In addition to collaborative governance, the co-op structure permits innovative financing through the HUD Section 213 program. The favorable loan-to-cost, interest rate and amortization terms of Section 213 loans are far more supportive of the high-cost of new construction than conventional residential financing. Furthermore, the model deemphasizes individual credit scores by placing a blanket mortgage on the entire cooperative rather than individual mortgages on each home. We expect that Lambert Village will appeal primarily to renters who desire the control that homeownership affords but might otherwise have difficulty qualifying for a sufficient individual mortgage. Secondly, we imagine that Lambert Village will appeal to households that value the Village’s innovative design and community characteristics. Finally, Lambert Village will form under the Maine Cooperative Affordable Housing Act (13 M.R.S. §§ 1741, et seq.) which is specifically designed to create permanently affordable housing consistent with the City’s goals.

Proposed Use to Achieve the City of Portland’s Goals

Market Demand (20 Points)

100% of Lambert Village’s homes will be permanently affordable for households earning between 60%-100% of Area Median Income (AMI).

Economic Diversity (10 Points)

Lambert Village provides housing options which promote economic diversity in the neighborhood by serving a range of incomes. The ability to support economic diversity will be directly proportional to the City’s ability to support the project through the contribution of land, tax increment financing, etc.

Age Inclusive (10 Points)

Lambert Village will provide age-inclusive housing. The homes of Lambert Village will be efficiently sized (~1,250 square feet) yet with enough bedrooms (3) and bathrooms (2) to serve young couples, families, empty nesters and multigenerational families. Co-op ownership, shared spaces, and management of the Co-op by the Cooperative Development Institute will cultivate community cohesion which will both benefit from and serve multigenerational households.

Eng Proposal for RFP 20068

Impact on Surrounding Neighborhood: Project Design (15 points)

Our proposal is consistent with the design characteristics of the surrounding neighborhood. The 13.39 acre site is currently bounded by open space, single family homes and streets. By using a single family home form factor in an innovative “pocket neighborhood” site design, the structures will be consistent with existing homes. The site design offers separation from neighbors and the streets while also improving access to existing trails by creating green space and pathways connecting transit, trails, and sidewalks that are welcoming to existing neighbors, bikers, pedestrians, and children. Our site design preserves the existing wetlands and open space for wildlife. The site also offers the potential to create community center resources for the neighboring community if the Co-op and the City can agree on an appropriate partnership.

Amenities and unit design (10 points)

Amenities & unit design have been well thought out and are appropriate for residents. The layout of the neighborhood is intended to foster a sense of community and initiate interaction amongst home owners, while providing privacy and sense of personal ownership. Front porches and stoops face the green, cars are consolidated outside the communal green, and a network of trails connect to Washington Avenue extension transit stop as well as regional trail networks.

The current unit mix for the Co-op is twenty to forty-five 3br, 2ba, 1,250 sf single family homes depending on the success of rezoning as discussed below.

Applicant's ability to complete the project, including financial feasibility, development team experience, capacity, and timeframe for completion. (35 points total)

- **Readiness to proceed (15 points)** We have letters of commitment or interest from all projected sources of funding except where procurement rules disallow.
- **Track record of development team (10 points)** Every development team member has a successful track record with this type of project and at this scale.
- **Current capacity of development team (10 points)** Our development team members have exceptional depth of human and financial resources to complete this project.
See attachments for details.

Proposed Re-zoning

To accommodate the innovative clustering of single-family style homes in the attached plans, based on discussions with City Staff, we will likely require a contract zone (or a judgment by the planning board that the co-operative structure would classify the homes as Multifamily under the Zoning Ordinance). Alternatively, the project should also work as a R-3 or R-5 PRUD (which would require a form-factor change of some or all homes from single-family style to duplex style). Either approach should be financially feasible and create the maximum number of affordable homes while honoring the design characteristics of the surrounding neighborhood and the innovative site plan.

Eng Proposal for RFP 20068

C. Financial Feasibility

Please note that the financial feasibility numbers are for a 20-home Phase 1. The site design also contemplates a Phase 2 of 26 homes for a total of 46 homes.

Prospective and Committed Sources of Funding & Letter from Lending Institutions

- Centennial Mortgage HUD Section 213 Loan - letter attached
- Share sales from prospective residents - equivalent of down payment on condo (Approximately \$4,300/unit, potentially variable by income level) - letter attached
- City of Portland Affordable Housing TIF (75% for 30 years) - letter not allowed
- City of Portland Housing Trust Fund (\$200,000 est.) - letter not allowed
- Maine Housing Community Solutions Grant (\$200,000 est) - letter not allowed

Attachments:

Attachment 1: Site Images

Site Photographs and Maps

Proposed Site Plan Rendering

Attachment 2: Letters of Interest and Support

Letters: Cooperative Development Institute, Prospective Residents, Centennial Mortgage

Attachment 3: Team Portfolios. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

Portfolios: Maine Cooperative Development Partners, BrightBuilt Home, Aceto Landscape Architects, UHAB, Cooperative Development Institute, Acorn Engineering.

Eng Proposal for RFP 20068**C. Financial Feasibility cont. Development and Operating Budgets****Development Budget (20 Units in Phase 1)**

Project Costs		Project Sources	
Land Acquisition	\$0	HUD 213 Loan	\$6,935,200
Construction	\$6,334,711	Co-op Member Equity	\$86,799
Soft Costs	\$782,139	Housing Trust + Community Solutions	\$400,000
Financing Costs	\$305,149		
Total	\$7,421,999		\$7,421,999

Operating Budget (20 Units in Phase 1)

Annual Income	
Income from Rents (after vacancy and concessions)	\$502,000
AHTIF Income	\$69,000
Total Income	\$582,000
Annual Expenses	
Admin: Advertising, legal, software	\$20,000
CDI Resident Services, Training	\$10,000
Utilities: Electricity, Water & Sewer, Internet	\$30,000
Replacement Reserve	\$15,000
Taxes & Insurance	\$100,000
Maintenance: snow, trash, landscape, repairs	\$20,000
Total Expenses before Debt Service	\$195,000
Net Income before Debt Service	\$387,000
Debt Service	\$375,960
Net surplus	\$40

Eng Proposal for RFP 20068

D. Timetable

Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.

Month	
Jun 2020	RFP Deadline
Aug 2020	RFP Award. Obtain site control and commence market study, marketing and pre-sales. Start HUD Concept Package.
Oct 2020	Close pre-development funding
Nov 2020-Feb 2021	Start HUD Phase I application, Design & Permitting, HUD Processing. Create co-op docs, develop marketing materials, Apply for TIF and seek zone change.
April 2021	Apply for Housing Trust Fund and Community Solutions Grant
Sep 2021	Planning Board Review
Nov 2021-Apr 2022	Design Development and Construction Documentation, select Construction Manager
Mar -May 2022	Construction Bidding process
Jul 2022	HUD 213 Loan Closing, start construction (homes factory manufactured concurrently with site work)
Oct 2022	Doors open

E. Developer Capacity

Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

We have assembled an experienced and qualified team where every core member of this team has completed projects of this size and scale. Project completion is projected for Fall 2022.

Eng Proposal for RFP 20068

Team Member	Company	Role	Similar Projects Completed
Brian Eng	Maine Cooperative Development Partners	Developer	M North in Orlando, 288-units in Orlando, Florida. https://www.mnorthorlando.com/ , Master developer of city-owned land on the former Maine Energy Recovery Corp. in Biddeford
Liz Trice	Maine Cooperative Development Partners	Developer	645 Congress Street (with Shinberg/Alfond), Danforth on High, 58 Boyd
Matt Peters	Maine Cooperative Development Partners	Developer	Involved in over a dozen affordable housing developments in Southern Maine and New Hampshire including Deering Place and Park Street Apartments
Parlin Meyer	BrightBuilt Home (an affiliate of Kaplan Thompson Architects)	Architectural Designer	Over 60 BrightBuilt factory-built homes completed and over 100 designed and planned
Mike White	Island Carpentry	Builder	Eco-Village One, Bath ME (http://island-carpentry.com/eco-village-one/)
Nick Aceto	Aceto Landscape Architects	Landscape Architect	The Downs, Scarborough ME (510 Acre Mixed-Use Master Planned Community), Phases 1 & 3; Jackson Laboratory, Bar Harbor ME (37 Acre Employee Co-Housing Community); Cumberland Multi-Gen Community https://www.mainebiz.biz/article/future-proofing-development-designers-are-ready-for-climate-change
Jonah Fertig-Burd	Cooperative Development Institute	Co-op Formation & Management	Mountainside Cooperative, Camden, ME (52 units), Charter Oaks, Arundel, ME (40 units), Sunset Terrace, Rockland, ME (76 units) Wardtown Cooperative, Freeport, ME (60 units), Halifax

Eng Proposal for RFP 20068

			Mobile Home Estates Association, Halifax, MA (430 units), Farrington's/North Avenue Co-op, Burlington, VT (117 units)
Andy Reicher	UHAB	Co-op Formation Consultant	In Manhattan: 3603-3605 Broadway, 42 unit conversion, 520, 540-550 West 144th Street, 90 units, 421-555 West 148th Street, 98 units; 110 Madison Ave & Jupiter 21, Off-site Inclusionary
Will Savage	Acorn Engineering	Civil Engineer	Meeting House Hill Park Redevelopment, Munjoy Heights, Stroudwater Preserve, Sunset Place
David Pierson	Eaton Peabody	Legal	Many construction and public-private partnership representations including the Bates Mill in Lewiston and Downeast Broadband Utility

F. Occupancy and Management Plan

Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process, to ensure mixed income and long-term affordability.

The Cooperative Development Institute (CDI) will be responsible for the creation of the cooperative ownership and management structure and ensure implementation of the permanent affordability provisions. Andy Reicher, executive director of UHAB, which manages 25,000 units of limited equity cooperative housing in New York City, will be a consultant to CDI to set up a structure to train future residents in managing their buildings, and using lessons learned and management fees to seed future cooperative ownership projects.

Lambert Village will be a limited equity cooperative, meaning that residents rent from an entity of which they are an owner. This type of cooperative is democratically owned and operated similar to a condo structure, but allows for a wider range of income affordability, as the share price is low and residents do not have to qualify for a mortgage. The construction loan becomes a long-term loan paid by the association. Resident-owners pay an up-front share price similar to a down payment, then have a monthly payment similar to rent or a mortgage based on the actual operating costs of the property. New residents must meet the income requirements, and monthly carrying costs must not exceed 30% of the income bands based on Area Median Income (AMI). These rules continue in perpetuity.

Eng Proposal for RFP 20068

There are currently over 20 households of prospective residents that have been meeting for over a year. The group includes multiple established immigrant families that share a vision of mixed-income ownership housing with shared community facilities and outdoor space. The development team will continue to work with these residents to crystalize their vision and recruit more households.

The homes will be principal residences and will not be used for the conduct of business (except for a home occupation allowed under the City of Portland zoning ordinance) or as investment properties. Units may not be rented for short-term periods of one to thirty days.

G. Purchase Price

We propose that the City contribute the land to the Lambert Village cooperative at no cost. Doing so would serve to balance the cost of new construction against the objective of maximizing permanent affordability for an economically diverse range of households. That said, the financial model is very favorable and could support the twenty cooperative households paying the city for land acquisition, either upfront or over time. We welcome a discussion of these possible outcomes.



City of Portland Maine Parcel Viewer



0 150 300ft

2,917,950.718 324,271.561 Feet



NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. AERIAL IMAGERY OBTAINED FROM GOOGLE EARTH.

WETLAND SKETCH PLAN CITY OF PORTLAND LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST (385-D-8 AND 385-A-1) PORTLAND, MAINE

PREPARED BY:

**JONES
ASSOCIATES INC.**

Foresters, Surveyors And
Environmental Consultants



280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

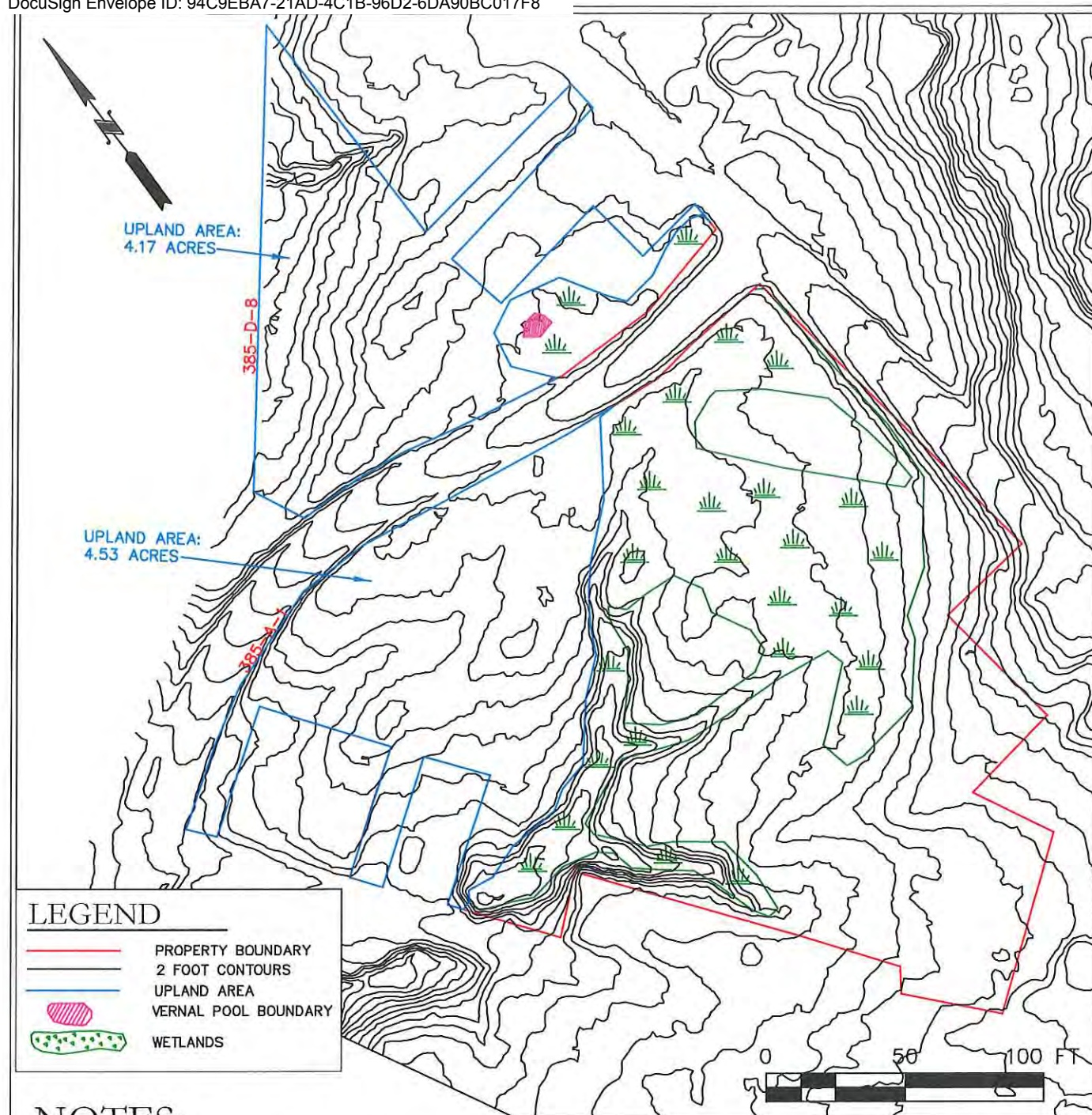
OCTOBER 18, 2019

FIELD WORK DATE:

SEPTEMBER 2019

SCALE: 1"=100'

PROJ. #: 19-005PO



NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. 2 FOOT CONTOUR LINES OBTAINED FROM THE MAINE OFFICE OF GIS.

WETLAND SKETCH PLAN CITY OF PORTLAND LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST (385-D-8 AND 385-A-1) PORTLAND, MAINE

PREPARED BY:

**JONES
ASSOCIATES INC.**

Foresters, Surveyors And
Environmental Consultants



280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

OCTOBER 18, 2019

FIELD WORK DATE:

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SCALE: 1"=100'

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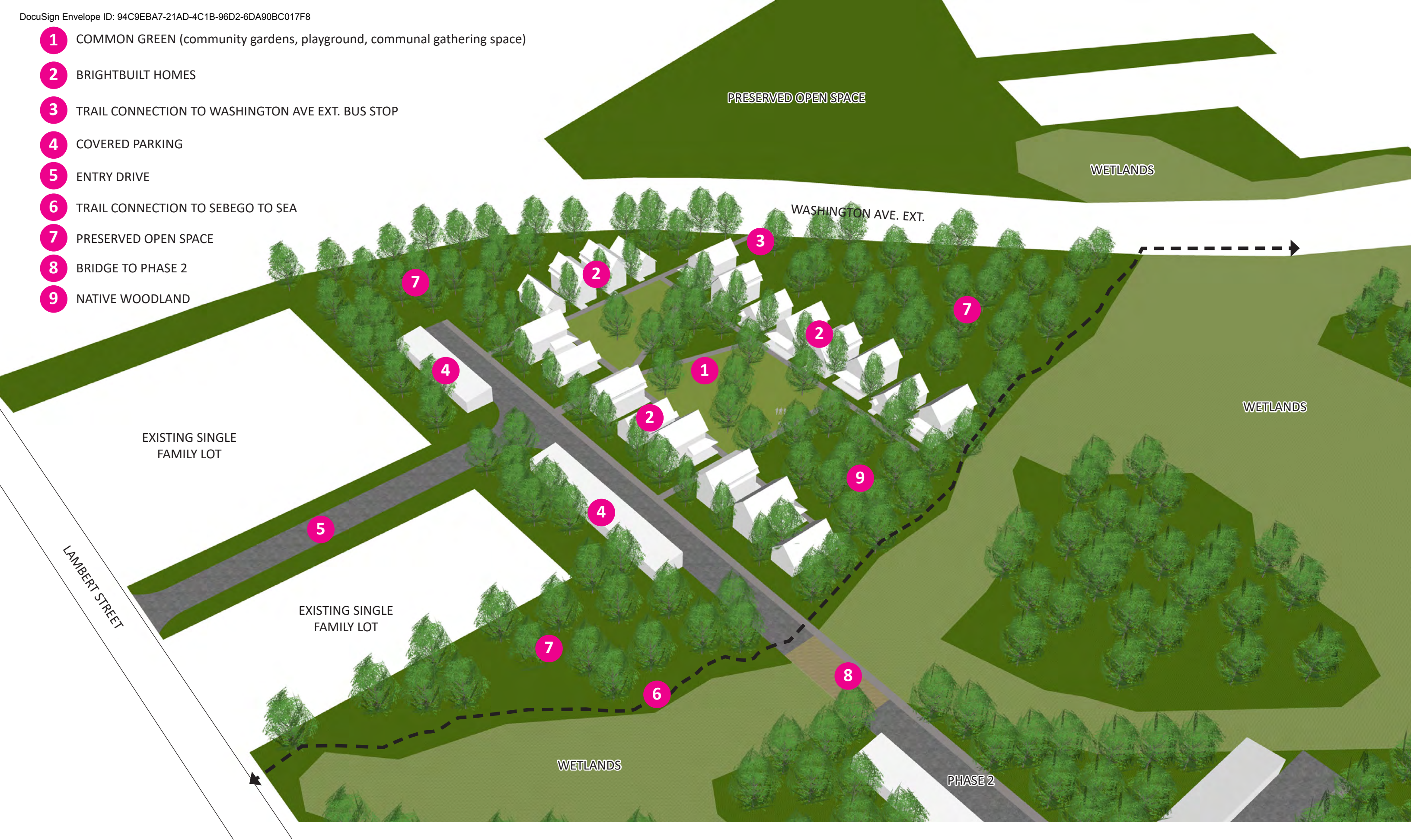
Conceptual plans submitted as part of the RFP response incorrectly included land outside of the City's property boundary. The development team acknowledges the correct boundary and is adapting plans to focus development between the wetlands noted on the "JONES ASSOCIATES INC WETLAND SKETCH PLANS" and Washington Avenue.







- 1 COMMON GREEN (community gardens, playground, communal gathering space)
- 2 BRIGHTBUILT HOMES
- 3 TRAIL CONNECTION TO WASHINGTON AVE EXT. BUS STOP
- 4 COVERED PARKING
- 5 ENTRY DRIVE
- 6 TRAIL CONNECTION TO SEBEGO TO SEA
- 7 PRESERVED OPEN SPACE
- 8 BRIDGE TO PHASE 2
- 9 NATIVE WOODLAND





- 1 COMMON GREEN (community gardens, playground, communal gathering space)
- 2 BRIGHTBUILT HOMES
- 3 COVERED PARKING
- 4 ENTRY DRIVE
- 5 TRAIL CONNECTION TO SEBEGO TO SEA
- 6 PRESERVED OPEN SPACE
- 7 BRIDGE TO PHASE 1







COOPERATIVE DEVELOPMENT INSTITUTE

P.O. Box 1051, Northampton, Massachusetts 01061-1051
PH 413-665-1271 • FX 413-541-8300 • www.cdi.coop • info@cdi.coop

June 8, 2020

To whom it may concern:

The Cooperative Development Institute (CDI) is happy to support the proposal for the creation of a new construction limited equity co-op on Lambert St.

CDI is a 501(c)3 nonprofit founded in 1994 by co-op leaders to work with people in the Northeast to create cooperative businesses and networks that grow a prosperous, equitable economy.

CDI provides expert assistance, organizational development, and support to groups undertaking cooperative development. In the past decade, CDI has helped create 47 new Resident Owned Communities (ROCs) in New England, representing 4,479 households. 8 of the ROCs are conversions of manufactured home parks in Maine. CDI's role is to help form new cooperatives, train residents, and ensure that the cooperative has the support it needs to remain permanently affordable.

Our intention is that at Lambert St., CDI will:

- Lead the creation of the new Co-op entity.
- Lead resident training and resident participation in the construction phase.
- Create and administer a long-term management plan that would meet the city's TIF requirements to ensure that the property meets the city's affordability metrics for at least 30 years.
- Be the long term training & support organization for the Co-op.

We are pleased with the proposal and the development team, and hope to be part of this exciting project!

Sincerely,

Noémi Giszpenc
Executive Director

THE SOURCE FOR COOPERATIVE BUSINESS DEVELOPMENT IN NEW ENGLAND & NEW YORK

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June, 2020

To whom it may concern:

We are writing in support of the Lambert Village proposal to build housing on the parcel put to RFP by the City of Portland.

Some of us have been meeting for the last 2 years to explore strategies to build affordable home ownership housing in Portland that builds community among people of different ages, incomes, and cultural backgrounds. Several months ago, we came to the conclusion that Limited Equity Cooperative Housing was the best way to accomplish this. Limited Equity Cooperatives combines the accessibility of renting with the long-term stability and autonomy of homeownership.

We are delighted that this development team has come together to bring Limited Equity Cooperative Housing to Portland and enthusiastically support their projects. We are especially excited about the effort to create designs that will maximize interaction with outdoor spaces, gardens and shared spaces that can be used by residents. We also appreciate their effort to include us and existing neighbors in their early design efforts.

We are excited about the location, and hope that we will have the opportunity to become future residents!

Sincerely,

1. Cynthia A. Grier, 1227 Westbrook Street, Apt #2, Portland, ME 04102
2. Elisabeth C. Heij, 97 Pitt Street, Portland ME 04103
3. Valerie and Matthew Todd, 68 Black Sparrow Drive, Portland ME 04102
4. Nicole Ivins and Richard Bennett, 93 Pitt St #1, Portland, Me 04103
5. Jules Mutoni & Yvette Unezase, 77 Grant St, Apt # 13,
6. Portland, ME 04101
7. Wendy Herbert & Peter Ackoff 112 Park St. #2, Portland, Me
8. Andrea Levinsky 39 Cumberland Rd Apartment 1 South Portland ME
9. Jacques Kubwimana & Ange christelle Abaribeza 61 Deering St , Apt #E 04101
10. Arthur Sabiti & Vanice Busingye, 240 Cumberland st, westbrook 04092 ME
11. Jackson Ntambara & Peace Kobusinge, 2 walker street # 1203 westbrook 04092 ME



June 12, 2020

Brian Eng
Principal
Maine Co-op Development Partners
6 City Ctr, Fl 3
Portland, ME 04101

RE: Lambert Street Cooperative

To whom it may concern:

Centennial Mortgage has been engaged by Maine Co-op Development Partners to secure mortgage insurance through the FHA 213 program for cooperative housing and fund a construction/permanent mortgage for Lambert Street Cooperative, a new cooperative housing project in Portland, ME. We have reviewed a financing request, including initial plans, pro forma operating budget, the construction budget and initial market information for Lambert Street Cooperative in Portland, ME. In addition, we have reviewed the experience of the overall development team. Based on this review, we feel that this project is an excellent candidate for financing and will conform to all the requirements to qualify for construction and permanent financing through the FHA 213 program. We feel that this is the right time and place to create a new affordable cooperative given the advantages this particular form of housing provide to its members, primarily affordable home ownership and a greater sense of community.

Having now completed this structuring phase, we have now entered the formal application stage for the FHA 213 mortgage insurance and believe that Lambert Street Cooperative has a high likelihood of success over the coming year in obtaining a 40 year, low interest loan for the project of approximately \$6,935,200. Additional subordinated financing would serve to further increase that likelihood. We also believe that success at Lambert Street Cooperative will open an entirely new avenue for affordable housing finance in the state of Maine by making the FHA 213 program finance accepted in the market.

Centennial Mortgage has substantial expertise and experience completing FHA financing transactions. We are very active in lending to cooperative housing projects throughout the country. Cooperative housing provides a unique form of home ownership and we are actively working with several groups to create new home ownership at affordable prices. Personally, I have been involved in cooperative housing for over 20 years, through financing and serving on the board of the National Association of Housing Cooperatives.



We encourage other funding sources to join us in supporting this innovative project and creating up to 98% leverage for future projects through this program. Please let me know should you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Jeffers", is positioned above the printed name.

Hugh Jeffers
Vice President of Originations



Maine Cooperative Development Partners

MAINE COOPERATIVE DEVELOPMENT PARTNERS

build neighborhoods where the elements that constitute quality of life—access to green space, healthy lifestyles, community, privacy, and affordability—are not at odds with each other. Grounding principles for this work are creating equitable communities; complementing walkable neighborhoods; building healthy buildings; and celebrating beauty, art, and the natural environment. We use Limited Equity Cooperatives as a form of ownership to create options for people of all ages, backgrounds, and incomes to live in harmony with nature and their neighbors.

WE ENVISION small towns, urban neighborhoods, and suburban neighborhood centers that are walkable to daily needs and adjacent to recreational facilities, trails, and transit corridors; homes that use energy efficient construction, and shared gardens, patios, and play spaces for people to get to know and enjoy their neighbors.

WE GIVE BACK by partnering with organizations that support trails and green space, transit, local businesses, social equity, and efforts to mainstream energy efficient building and land use.



PRINCIPALS



MATTHEW PETERS has been involved in the completion of over 20 new construction, major rehab, and acquisition deals. Matt worked for eight years at Avesta Housing, one of Northern New England's largest non-profit housing developers and owners, project managing affordable housing developments, building out and overseeing the Asset Management department, and ending in an executive role overseeing the entire development and acquisitions pipeline as Vice President of Real Estate Services. In 2018 he began to consult for Housing Authorities, housing non-profits, and Community Development Finance Institutions in Maine supporting these organizations in acquisition, ground-up development, and underwriting of affordable housing properties. Matt also is the Executive Director of Freeport Housing Trust based in Freeport, Maine. He has strong working relationships with MaineHousing, Rural Development, lenders, tax credit syndicators, and other professionals in the design and construction field, holds a Masters in Urban Planning from the University of Washington, and certifications such as Spectrum's C3P and Rural Development STAR trainings and LEED Accredited Professional.



BRIAN ENG is a real estate investor who has worked on commercial projects in Florida, Connecticut, New Jersey, and Maine. He has worked as a principal on developments of over 200 units, is a principal on redeveloping the MERC site in Biddeford, and has redeveloped several smaller properties in Portland. He brings strong expertise in financials, fundraising, advocacy, and public speaking. He grew up in a co-op in New York City, and is on the board of UHAB, the entity that manages 20,000 units of cooperative housing in New York.



LIZ TRICE is a policy professional who builds multidisciplinary partnerships across real estate, economic development, entrepreneurship, and public health. Liz holds a masters degree in Public Policy & Management with a certificate in Community Planning & Development from the Muskie School at the University of Southern Maine. She has worked on multi-unit projects in Portland to obtain zone changes, lead the public engagement process with neighboring residents and businesses, apply for TIFs and grants, and direct the design of shared spaces. Her work includes award-winning research on the regulatory barriers to people living alone achieving home ownership, leading the process to redesign Bramhall Square, and working with medical and economic development institutions to develop strategic plans. Her projects to re-envision urban spaces for livability and natural ecosystems won two of three awards given by the 2019 Portland Society of Architecture's Complete City Competition. Liz trained as a cohousing developer and Passive House Design Consultant and has visited over 20 cohousing developments in the United States. She is currently the owner of PelotonLabs, a coworking space in Portland.



PROJECTS



M NORTH ORLANDO—As a principal of Clay Cove Capital, Brian was the control capital partner in the ground-up development of M North in Orlando, a \$37.1M, 288-unit multifamily development in Orlando, Florida. www.mnorthorlando.com



BIDDEFORD MERC REDEVELOPMENT Brian worked with Jim Brady of Fathom Companies, to serve as master developer of city-owned land on the former Maine Energy Recovery Corp. incinerator through a public-private partnership with the City of Biddeford.



6 CITY CENTER IN PORTLAND—Brian redeveloped and retented a largely vacant Old Port mixed use building including executive office suites. www.sixcitycenter.com, and bringing in a law firm condo, law firm tenant, Lio Restaurant, and HE Paintbar nail salon.



1685 CONGRESS IN PORTLAND—Brian redeveloped a 50% vacant office/medical building and retented it including Maine Plastic Surgery Center and Maxim Healthcare. www.maineplasticsurgery.com

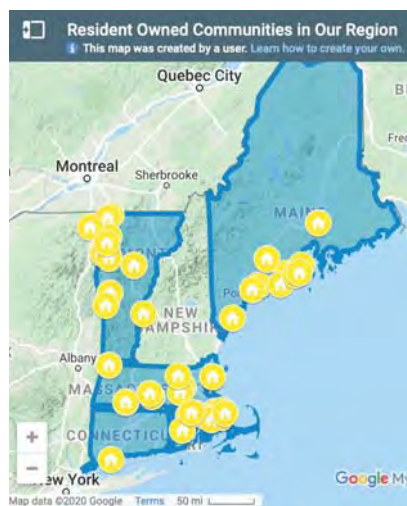


645 CONGRESS STREET—This former downtown college dormitory was converted to 55 one-bedroom and studio apartments with retail on the first floor. Liz worked for developers Shinberg and Alford on the initial concept, conducted a market analysis, developed relationships and communication with neighbors and businesses, creating a bike storage and parking plan, created a community management plan, and assisted with lease-up.



The Cooperative Development Institute (CDI) is a regional 501(c)3 non-profit founded in 1994 by co-op leaders in the Northeast. CDI's mission is to build a cooperative economy through the creation and development of successful cooperative enterprises. We are transforming ownership of our economy, so all people can meet their basic needs. CDI has 30 staff across the Northeast including six staff members in Southern Maine.

New England Resident Owned Community Projects (NEROC)



One of our primary activities is creating cooperative housing in Maine and the Northeast. When a park is for sale we help residents form a cooperative, get financing to buy the park, and learn how to run it with democratic resident control. This program gives residents control of the land beneath their homes and protects the affordability of their housing.

The Resident Owned Community (ROC) model began in NH with the NH Community Loan Fund and became a national model with the formation of ROC USA in 2008. The program has helped people in over 50 parks – comprising more than 4,800 homes — convert to resident ownership. Those communities are part of the ROC USA Network, which has helped secure over 15,000 units of affordable housing

nation-wide. CDI provides ongoing support as trainers and advisers for the ROCs and other cooperatives in the region. We assist in governance, management, financial oversight, communications, conflict resolution, compliance, and securing financing.

Charter Oaks Village Cooperative



With the support and technical assistance of the Cooperative Development Institute (CDI), the residents of Charter Oaks Village acquired the land on the 40 unit Arundel manufactured housing park on June 11, 2019 for \$1,170,000, helping to preserve the affordable housing community within it.

Charter Oaks Village joins nine other Maine manufactured housing communities supported by CDI and financed by Genesis Community Loan Fund, representing 440 homes now under resident control. The newly formed housing cooperative was a recipient of a GrowSmart Maine's honorary 2019 Smart Growth Award.

Mountainside Community Cooperative



CDI's newest Maine Cooperative is the 52-unit Mountainside Community Cooperative in Camden, Maine. Securing affordable housing in a community like Camden is increasingly challenging as housing costs escalate and its population ages. The residents of Mountainside Community purchased the community on December 11, 2019 for \$1,900,000 with financing provided by Camden National Bank, Genesis Community Loan Fund and the Local Enterprise

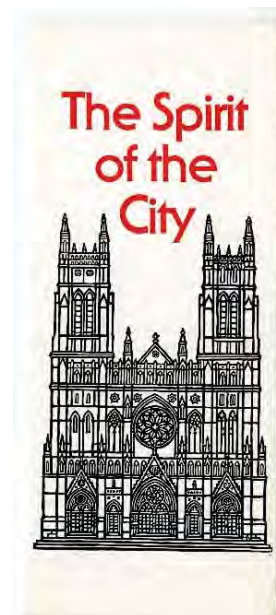
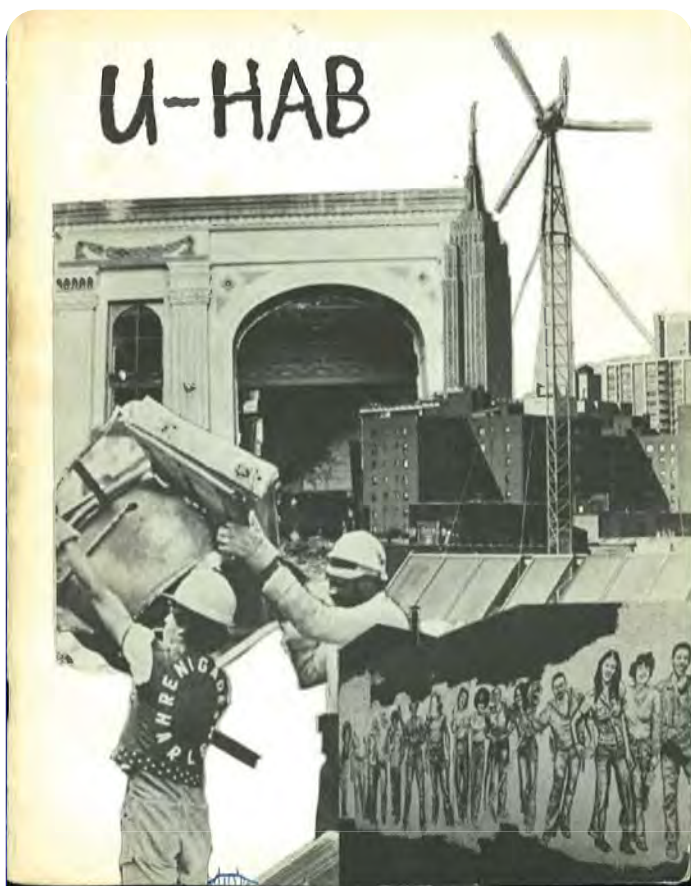
Assistance Fund. "We are so pleased to be able to help the residents of the Mountainside Community Cooperative become property owners today," said Bill Floyd, Executive Director of the Genesis Fund.

Wardtown Mobile Home Cooperative



The residents of the 60-unit Wardtown Mobile Home Cooperative voted to form the cooperative and purchase the community in May 2015, with assistance from CDI, and combined financing from Maine State Housing and The Genesis Community Loan Fund. As with all of the CDI's Resident Owned Communities (ROCs), Wardtown members continue to engage in extensive training and organizational development. As Bill Hodgkins, Cooperative Treasurer explains, "We all gained valuable new skill sets as we went through the process of establishing and financing our

cooperative...Now we have a very strong board of directors and feel very organized, to the point we are able to assist other ROC mobile home parks with advice about the process."



2019 UHAB ANNUAL REPORT

Building for Us

This year, UHAB made a considerable effort to build an archive. In doing so, the lesson we learned from decades of growth is very simple: what has always mattered most for affordable housing is community. It is the strength and support that comes from the community inside a co-op that is just as essential as the affordable housing itself.

With this in mind, UHAB is proud to offer new and expanded programs to low-income homeowners with a refined lens on our work. We have more data and research than ever on the long-term impacts of redlining policies and how communities of color have been resilient in their efforts to remain in their homes, whether in the 1970s or today. By building new affordable co-ops, strengthening tenants' rights statewide, making share loans through our HomeOwnership Lending program, and working in cooperation with our Interboro Community Land Trust partners to create the first Citywide CLT in New York City, we are actively working to dismantle the detrimental legacies of redlining and community disinvestment.

As we look toward the future, our work is expanding in several ways. We are offering more services like Co-ops Go Solar and our energy programs that are tackling the most pressing issue of our lifetime: the climate crisis. Without renewable energy and carbon reduction, low-income residents more than anyone will be affected. Most importantly, we need to recognize that it is not just low-income communities, but people of color in particular who are disproportionately affected by this crisis, just as they have been marginalized from fair and stable housing. UHAB's CDFI, HomeOwnership Lending, helps ensure that a family is not denied the opportunity to purchase because they don't have the money to be an all cash buyer. This program makes small loans where other lenders are reluctant and in this way supporting our HDFC and Mitchell Lama co-op communities in continuing to provide affordable housing.

The interest in co-ops and our work is expanding not just in New York City, but in upstate New York where residents can securely remain in their mobile homes; to New Haven, CT where the nearly 50-year old Seabury Co-op struggles to keep up with its aging infrastructure; and to Seattle, WA where a new permanently affordable co-op is being created. UHAB is excited to be assisting a new City financed co-op development program in Oakland, CA and we continue to meet with organizations and officials in other cities who are seriously considering the limited-equity model.

We have come a long way and welcome our next chapter of growth.

Sincerely,

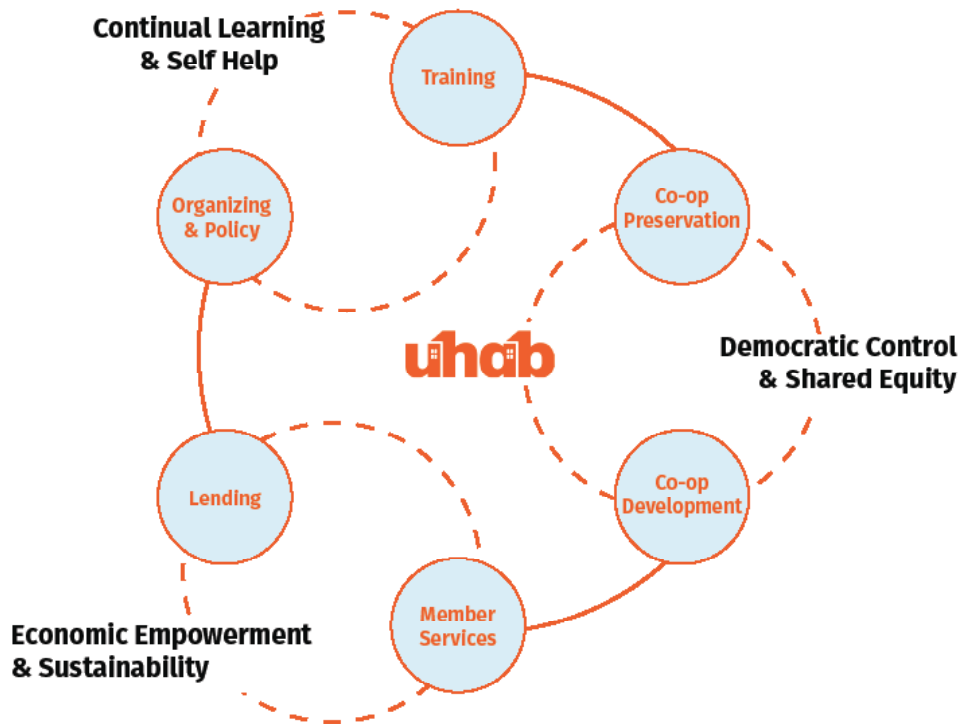
A handwritten signature in blue ink, appearing to read 'A. Reicher', with a stylized flourish at the end.

Andrew Reicher, Executive Director

Community through Cooperation

UHAB empowers low- to moderate-income residents to take control of their housing and enhance communities by creating strong tenant associations and lasting affordable co-ops.

Our Principles



I. Continual Learning & Self Help

When residents take the lead on everything from creating, managing, and preserving their own co-ops to advocating for affordable housing policy reform, this not only improves buildings and neighborhoods, but it transforms lives as well. Ongoing education and training is the key to preserving affordable housing cooperatives and strong tenant associations.

II. Democratic Residential Control & Shared Equity

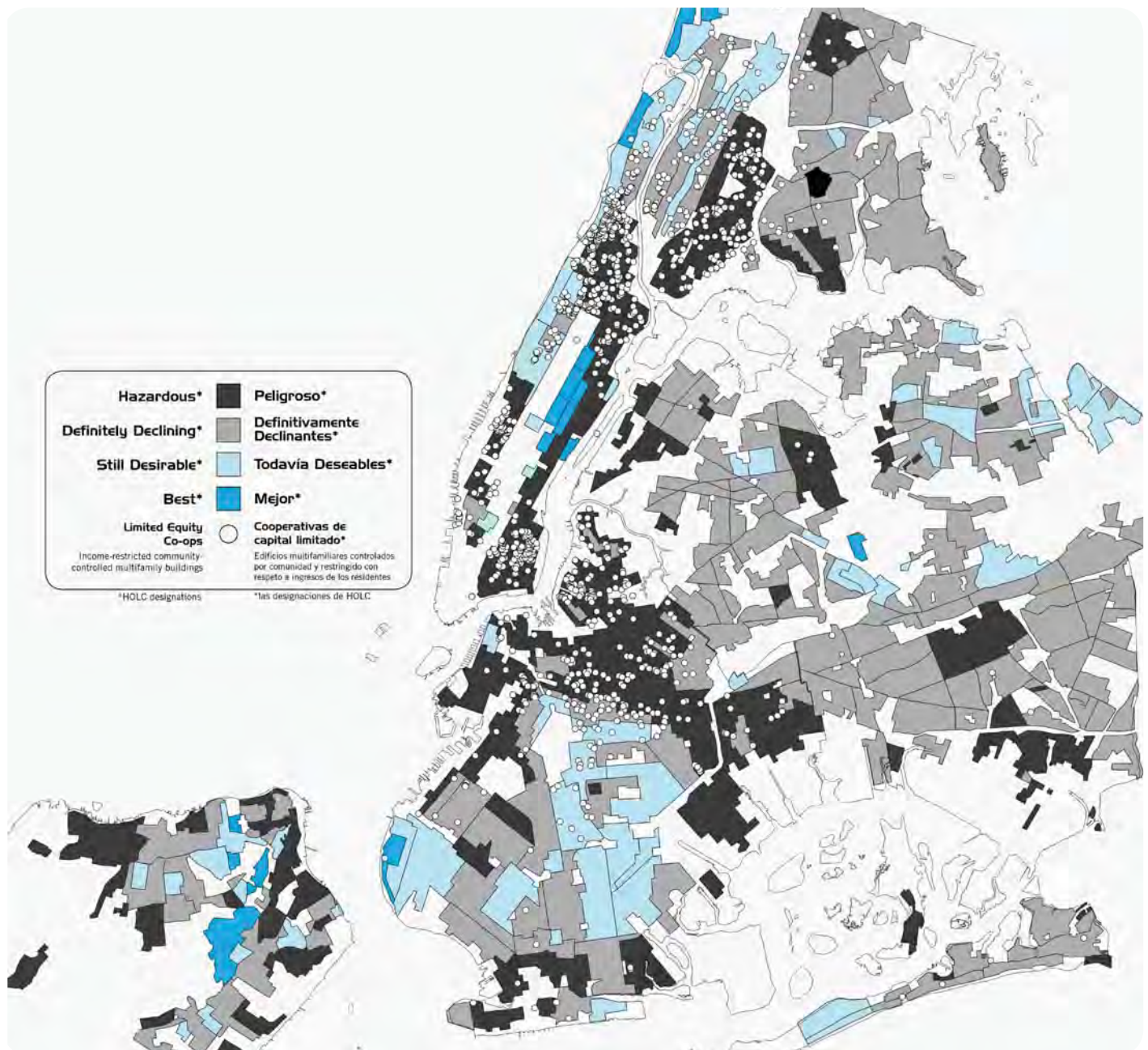
Transparent leadership and the participation of a majority of residents—each contributing unique skills and perspectives—make democratic governing and organizing possible. This collective control of housing helps prioritize a shared equity that keeps affordability manageable for future incoming residents.

III. Economic Empowerment & Sustainability

UHAB provides access to affordable, high-quality resources covering areas of energy, finance, democratic participation and education. These tools help residents maintain lower costs of living while helping to demystify financial technicalities. With support and guidance, all residents should be able to read and manage their finances, in order to make informed decisions about their operating costs.

Housing Justice is Racial Justice

This map overlays the location of modern-day HDFC co-ops with redlined neighborhoods from the 1930s. Redlining was a discriminatory housing practice that devalued neighborhoods where people of color lived and made it difficult for people of color to secure safe, affordable housing. In this map, the deepest shade of grey represents the least economically desirable neighborhoods. In the 1970s and 1980s, landlord abandonment and arson led to City foreclosure on thousands of occupied buildings in these same neighborhoods, creating the conditions for the self-help housing movement and the creation of thousands of HDFCs.



Through organizing and self-help initiatives, community-controlled housing arose as a way for low-income people and people of color to take control of their housing solutions when the government and private sector would not. Today, neighborhoods like Harlem, the South Bronx, and Central Brooklyn still struggle with the legacy of redlining; high air pollution, increased heat waves, higher poverty rates, and gentrification all threaten to displace longtime residents from neighborhoods that were once widely abandoned.

Through it all, community control remains a tool to provide New Yorkers with decent, affordable housing. HDFC co-ops are anchors in their neighborhoods, providing a safe haven to raise families and age in place. Tenant unions build power among renters and win victories like stronger rent laws.



Through our work, UHAB helps people of color control, manage, and improve their homes. We know from experience that most of the low- to moderate- income residents in the buildings we serve are Black or Latinx. Our goal is to have as many people from the communities we serve reflected in our organization's leadership and programs.

Currently, around 60% of our Board and program staff are people of color, and more than half of our organization is bilingual in English and Spanish, fulfilling an essential need for our Spanish-speaking HDFC board members and residents. We provide our technical assistance, homeownership advisement, energy advisement, bookkeeping services, quarterly newsletter, and entire training curriculum in both English and Spanish.

UHAB BY THE NUMBERS: 2019

125 fair elections monitored
in practice of democratic
community control



9 HDFCs
adopted solar,
bringing the total
number to
28

3,500,000 tenants protected
under stronger rent laws



115 budgets planned to
preserve HDFCs' financial
stability & affordability



5
affordable
homeowner-
ship loans
totaling
\$242,011

203
trainings for
affordable
co-op
residents



\$9,197,000
secured in loans to
help HDFCs make
capital
improvements



Our Co-op
Preservation
team helped

15 co-ops

secure necessary
loans to avoid City
foreclosure last year.

This represents over

350 families

that were able to
retain their equity
and control of their
homes through
technical assistance
and guidance
from
UHAB staff.



To date, UHAB is the
foremost developer of
limited-equity housing
co-ops in NYC. we have

developed **over**

1,300 units of

affordable housing
with the support of a
variety of City and State
programs.





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ENERGY EFFICIENT and ZERO ENERGY HOMES

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Home

Island Carpentry's 1st Bright Built Home

Energy Independent Cape Cod Style Home

Another Net Zero Cape Design

What Is A Zero Energy Home

Eco Cape

Energy Efficient Home in the Forest

Net Zero Energy on Cumberland Ave. Portland

Kelsey Brook Green Subdivision

Weatherization & Deep Energy Retrofit Projects

Older Projects

Blog

Contact

Eco-Village One: Maine's First Affordable Zero-Energy Housing Development

We propose to build Maine's first zero-energy affordable housing subdivision. Homes are designed with energy saving systems and priced to sell within the guidelines of Maine State Housing.

Department of Energy defines a zero energy house as being 70% more efficient than a conventionally built home. We know that we can do better. Our proposed homes will feature:

- Super insulation
- Air exchange system
- Passive solar
- Energy star rated appliances
- Compact fluorescent lights

The above list will achieve more than 70% energy savings.

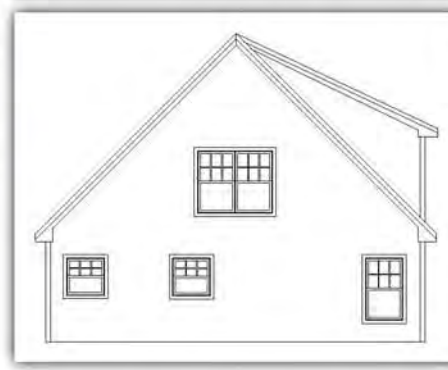
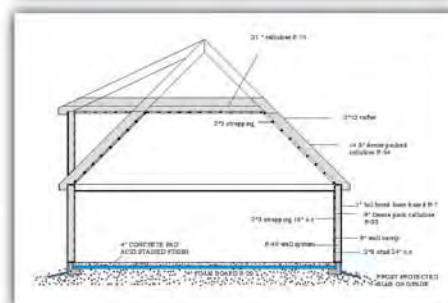
We will also offer options:

- Photovoltaic solar array for clean green electricity
- Solar thermal for domestic hot water
- Solar thermal for hot air heating

Our demonstration project will show that it is possible to achieve near zero energy in an affordable home. Investors will share the credit for helping to achieve this in the State of Maine. With a bottom-up impact on the housing industry, our project will serve as a model for all houses, proving we can have an impact on creating energy independence at any price level.

Eco-Village One: Bath, Maine

Island Carpentry proposes to develop an innovative four-lot subdivision near downtown Bath. Eco-Village One will be developed as a first-time home buyer's subdivision, located within walking distance of schools and City amenities. The homes will be built to zero-energy standards and will be priced within Maine State Housing guidelines for first time home buyers. The homes will be superinsulated, passive solar, and will have renewable energy systems.



This innovative project, the first affordable zero energy development in Maine, will be a credit to the City of Bath. Our demonstration project will show that it is possible to achieve near zero-energy in an affordable home. With a bottom-up impact on the housing industry, this development will serve as a state-wide model, demonstrating the practicality of zero-energy homes.

The owners of these homes will enjoy the benefits of high performance building techniques. The homes will be very energy efficient, reducing heating costs by about 70%, compared to conventionally built homes. The homes will be very air tight and ventilated with heat recovery ventilation systems to insure a healthy interior environment. A thermal solar collector to produce domestic hot water is an option we will offer. These will be healthy green homes that provide energy independence to the owners.

The homes will be ready for photovoltaic solar arrays that produce electricity. Electricity produced from renewable sources can make a home one hundred percent self-sufficient, achieving total energy independence for the home owner.

We feel that this is a win-win situation for all involved. For Island Carpentry it will create a model that we can duplicate in other towns. For the buyers these homes will provide long-term energy security; the homes will always remain affordable. For the City of Bath the project demonstrates a commitment to progress and sustainability, and a commitment to residential development within the City.

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FIRM BIO



ACETO LANDSCAPE ARCHITECTS

ALA is a process-driven, landscape architecture and urban design firm committed to thoughtful, creative intervention at the intersection of environment, economics, art, and culture. ALA was founded on the notion that great design is a product of careful listening, inclusive decision-making, and unrelenting passion for enduring built spaces. We believe landscape architecture lies at the nexus of the built form and the ephemeral qualities of an ever-changing environment. ALA's team offers a unique set of skills and perspective, well-equipped to harmonize and reconcile the roles and value systems of varied design disciplines. We integrate expertise and intuition to craft powerful places, built upon a commitment to resiliency and sustainability. Our studio's passion for craft and technical savvy affords us the opportunity to collaborate across a broad geographic range and myriad project scales from intimate private spaces to large-tract master plans.

ALA was founded in 2014 by Principal, Nick Aceto. ALA has 5 employees, all of which are landscape architects, licensed in the states of Maine, Massachusetts, New York and Colorado.



PROJECT TEAM KEY PERSONNEL



NICK ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | NA@ACETOLA.COM

Nick is a licensed landscape architect and urban designer with a deep passion for the creative process. Nick believes in landscape as a framework for organizing the patterns and behaviors through which we live. From the private garden to the region, Nick has the ability to recognize and translate patterns into visual narratives which tell the unique story of a place through built form. Nick grew up in Portland, Maine where he developed an deep appreciation for the rich and varied New England landscape, from rocky shorelines of the Atlantic to the forested peaks of the Appalachians. As both a consummate urbanist and adventure-seeking outdoorsman, Nick is intrigued by the interplay between urban form, economics, wild nature, and ecology.



CAITLIN ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | CA@ACETOLA.COM

Caitlin is a licensed landscape architect in the states of Maine, New Hampshire, and Colorado, who's passion for art and design began in the Chicagoland area where she was exposed to the architectural works of Frank Lloyd Wright and Olmsted's historic planned community of Riverside. Caitlin's project experience ranges in scale from circulation and wayfinding design at Grand Canyon National Park, to security barrier conceptualization for the Thomas Jefferson Memorial, to signage programming and design. Caitlin brings a distilled clarity to design that strives to embody the contextual heritage, textural richness and cultural integrity of place.



SETH KIMBALL, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

PRINCIPAL, LANDSCAPE ARCHITECT | SK@ACETOLA.COM

Seth has been practicing Landscape Architecture for over 15 years. He has a Bachelor's degree in Landscape Architecture from the University of Massachusetts Amherst. Seth's project experience includes serving as project manager/lead designer for a master plan for the new Al Guhair University in Dubai, the Al Ain Oasis Cultural Quarter Master Plan in Abu Dhabi, institutional experience including Phillips Andover Academy, Bates College, George Stevens Academy, and Southern New Hampshire University, and a range of residential project including homes in Texas, Idaho, Montana, New York, Arizona, and several throughout the northeast. Seth joined ALA in 2018, bringing to the practice his experience in civic, institutional, and residential projects. further ALA's commitment to achieve sustainable and resilient project outcomes.



LIST OF SELECT CURRENT & ONGOING OR COMPLETED ALA PROJECTS

ALA has been fortunate to have made meaningful contributions to a vast array of projects across a wide gamut of scales over the last 5-6 years. Below is an abbreviated list of select project examples intended to provide a sense of our professional skill set, experience, and range as a design studio. We would be happy to provide more information about any of the below projects upon request.

RESIDENTIAL

DBX 11 RESIDENCE	ASPEN, CO
WHITE HORSE SPRINGS RESIDENCE	ASPEN, CO
TELLURIDE AGUIRRE ROAD RESIDENCE	TELLURIDE, CO
PRIVATE RESIDENCE	SOUTH FREEPORT, ME
SHADOW MOUNTAIN CONDOMINIUMS	ASPEN, CO
SMYTH RESIDENCE	SNOWMASS, CO

COMMERCIAL/CAMPUS

100 FORE STREET OFFICE BUILDING	PORTLAND, ME
66 STATE STREET	PORTLAND, ME
LAAM 525 LIVE-WORK	BASALT, CO
HOTEL ASPEN	ASPEN, CO
MEMORIAL PLAZA	QUANTICO, VA
CUMBERLAND CLUB SITE PLAN	PORTLAND, ME
RIVERSIDE LIVE-WORK	PORTLAND, ME
WILLITS BEND LIVE-WORK	BASALT, CO
RED HAWK ELEMENTARY SCHOOL	ERIE, CO
CSU UNDERPASS STUDY	FORT COLLINS, CO
ANDERSON RANCH ARTS CAMPUS	SNOWMASS VILLAGE, CO

HOUSING & DEVELOPMENT

SCARBOROUGH DOWNS MASTER PLAN	SCARBOROUGH, ME
THE TREE FARM	BASALT CO
66 STATE STREET	PORTLAND, ME
BLOCK 11 MASTER PLAN	BRECKENRIDGE, CO
BROKEN COMPASS BREWERY	BRECKENRIDGE, CO
RIVERBEND COMMERCIAL CENTER	TIMNATH, CO
CUMBERLAND MULTI-GEN	CUMBERLAND, ME

PUBLIC

COMMERCIAL STREET TRANS. STUDY	PORTLAND, ME
LIBBYTOWN PLAYSCAPE	PORTLAND, ME
PORTLAND DOWNTOWN SQUARE	PORTLAND, ME
BASALT POST SIGNAGE	BASALT, CO
TOWN WAYFINDING SIGNAGE	BASALT, CO
BAYSIDE ADAPTS MASTER PLAN	PORTLAND, ME
ARBANEY PARK MASTER PLAN	BASALT, CO
BASALT OUR TOWN	BASALT, CO
TIMNATH COMMUNITY PARK	TIMNATH, CO
PACTS SMART CORRIDOR STUDY	PORTLAND, ME
LIBBYTOWN VISIONING	PORTLAND, ME
BERTHOUD PARKS & OPEN SPACE PLAN	BERTHOUD, CO

REFERENCES

CAITLIN CAMERON

CITY OF PORTLAND, URBAN DESIGNER
207-874-8901
CCAMERON@PORTLANDMAINE.GOV

"In my capacity as Urban Designer for the City of Portland, I interacted with Aceto Landscape Architects (ALA) on the 100 Fore Street project where they demonstrated thoughtful and creative design strategies for a challenging urban site. Speaking from my experience working with a diversity of landscape and urban design professionals in Southern Maine, I found ALA to have an innovative approach that demonstrates a value for and understanding of the role of public space and urban landscape for the livability and resiliency of cities and towns." - Caitlin Cameron

BRUCE HYMAN

CITY OF PORTLAND, TRANSPORTATION PROGRAM MANAGER
207-874-8717
BHYMAN@PORTLANDMAINE.GOV

"Aceto Landscape Architecture's compelling graphics as part of the Portland-South Portland Smart Corridor Plan effort in 2017 enabled the public to readily visualize the benefits and trade-offs of various transportation alternatives being considered and highlighted the opportunities those alternatives could also have for placemaking, a key goal of the Plan." - Bruce Hyman

RICH CIECIUCH

PROJECT WORKSHOP
970-729-0126
RICH@PROJECT-WORKSHOP.COM

"ALA is a key design collaborator in our design build approach, helping to navigate complex approval issues, participating seamlessly in the iterative design process that succeeds best when site attribute identification and organization melds with building design concepts. They are excellent listeners and always come back with creative and unexpected solutions. Community and Neighbor impacts of any development must be carefully contemplated and negotiated to a successful outcome, and ALA has all the skills and experience to shape and illustrate how new projects relate to the existing fabric of community and neighborhoods." - Rich Ciecuch

DAN BACON

DEVELOPMENT DIRECTOR MR.HOLDINGS
207.232.5154
DBACON@MR.HOLDINGS

MARK RUDOLF

PRINCIPAL / OWNER VELLUM ARCHITECTS
970 618 1889
MARK@VELLUMAD.COM

JAY CHACE

PLANNING DIRECTOR, TOWN OF SCARBOROUGH
207-730-4042
JCHACE@SCARBOROUGHMAINE.ORG

TROY MOON

CITY OF PORTLAND SUSTAINABILITY COORDINATOR
THM@PORTLANDMAINE.GOV
207.756.8362



THE DOWNS | 510-ACRE MASTER PLAN & TOWN CENTER SCARBOROUGH ME

ALA has worked collaboratively with Gorrell Palmer Consulting Engineers along with a large team of consultants and stakeholders in developing a master plan for this 500+ acre former harness racing facility. The project was recently granted a TIF agreement based in large part on the attributes ALA visualized in their plans for the proposed Town Center which included a 4 acre community park with music venue, playground, and sport courts.

KEY STAFF SERVICES STATUS REFERENCE

Nick Aceto, Seth Kimball
Master Planning, Urban Design, Landscape Architecture, Visualization
Planned
Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



GRIST MILL NEIGHBORHOOD SCARBOROUGH ME

ALA worked closely with an experienced Southern Maine builder to develop a neighborhood plan which begins to challenge conventional subdivision development rules with a compact pattern and highly walkable streetscape organized around a central woodland preserve which serves as a neighborhood playscape.

KEY STAFF	Nick Aceto, Seth Kimball
SERVICES	Master Planning, Urban Design, Landscape Architecture, Visualization
STATUS	Completed Fall 2019
REFERENCE	Jay Chace, Planning Director, Town of Scarborough Jchace@Scarboroughmaine.org



FRONTRUNNER PARK SCARBOROUGH ME

This third phase of The Downs master plan includes over 200 homes across a broad range of affordability including compact, lane-loaded single family and pocket homes as well as more than 75 apartment units and ground floor office space. The plan is organized around a series of small parks and a highly-walkable street grid.

KEY STAFF

Nick Aceto, Seth Kimball

SERVICES

Master Planning, Urban Design, Landscape Architecture, Visualization

STATUS

Permitted, Expected Construction Fall 2020

REFERENCE

Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



LAAM 525

BASALT CO

Aceto Landscape Architects worked closely with architect, owner and contractor on this urban infill development, providing creative streetscape and urban plaza design interventions. The project included 8 affordable residential units, 5,000 SF of commercial / light industrial space, parking, and integration with the towns transit system.

KEY STAFF

Caitlin Aceto, Nick Aceto

SERVICES

Landscape Architecture, Urban Design

STATUS

Under Way Summer 2020

REFERENCE

Glenn Rappaport | grappa@blackshack.net



FREEPORT LIVE-WORK

FREEPORT ME

Freeport Live-Work is a community master plan envisioned as a series of mixed-density neighborhoods including more compact, single-family pocket homes as well as mixed-use townhomes and commercial-office buildings.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Urban Design, Planning
STATUS	Planned
REFERENCE	Undisclosed



BASALT ON-CALL PLANNING

BASALT CO

ALA was tasked with the study of two parcels within the Town of Basalt Growth Management Area for feasibility of alternative 'attainable' housing development options. ALA explored options for pocket neighborhoods, compact lot scenarios, and consolidation of infrastructure as a means to offset development cost and in turn reduce home pricing.

KEY STAFF

Lisa Cowan, Caitlin Aceto

SERVICES

Landscape Architecture, Visualization

STATUS

Planning Document Complete 2016

REFERENCE

Undisclosed | Undisclosed

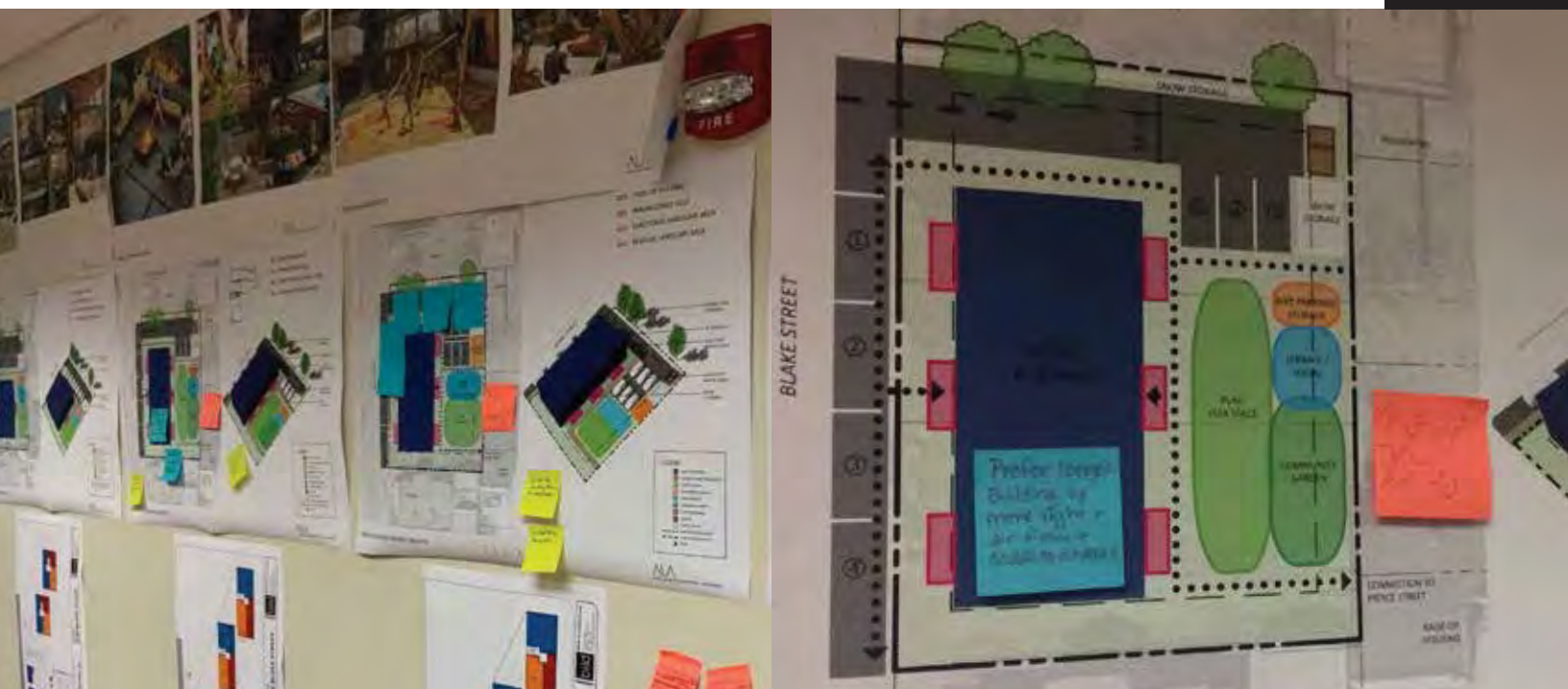


BRECKENRIDGE SUSTAINABLE COMMUNITY

BRECKENRIDGE CO

ALA provided master planning, urban design and landscape architecture services for the larger mixed-use community surrounding the Broken Compass Brewery site in Breckenridge, Colorado.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	On-Hold
REFERENCE	Rich Ciueciuch, Project Workshop



RAISE-OP | BLAKE STREET CHARETTE LEWISTON ME

ALA worked collaboratively with this Lewiston CO-OP via a series of charrettes and workshops to help develop a plan for a new CO-OP building which could be replicated across a number of typical infill sites across Lewiston. Working with residents, ALA and BILD Architecture built consensus around parking, site utilization, program, and amenities.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Site Planning, Urban Design, Public Engagement
STATUS	Planned, On-Hold
REFERENCE	Craig Saddlemire, Evan Carroll



RAILROAD SQUARE LIVE-WORK YARMOUTH ME

Situated on a former commercial shipping yard between an existing railroad corridor and historic Main Street, Railroad Square is conceived as a compact, walkable, mixed-use residential community which celebrates the sites historic commercial character while testing new models for living and working.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Site Planning
STATUS	Planned
REFERENCE	Kevin Bunker, Alex Jaegerman



JAX SCHOONER HEAD EAST CO-HOUSING BAR HARBOR, ME

The Jackson Laboratories is an institution with a long history in Bar Harbor and one of the State of Maine's largest employers. ALA was tasked with developing a site inventory and analysis and conceptual master and site plans for employee and guest housing on a 36.5 acre parcel directly adjacent to the main campus.

KEY STAFF	Nick Aceto
SERVICES	Site Planning, Urban Design
STATUS	Planned, Under Way
REFERENCE	John Fitzpatrick



WILLITS BEND | LIVE-WORK COMMUNITY

BASALT CO

ALA has worked closely with Black Shack Office to develop plans and visualization for expansion of this live-work community in Basalt, CO. The community is comprised of 6 buildings with commercial, light-industrial space on the ground floor with tenant-finish residences above.

KEY STAFF	Nick Aceto
SERVICES	Master Planning, Urban Design, Landscape Architecture, Visualization
STATUS	Completed 2019
REFERENCE	Glenn Rappaport



LIBBYTOWN PLAYScape

PORTLAND ME

ALA worked closely with the Libbytown Neighborhood Association to provide conceptual design and visuals for a new playground planned in Dougherty Field Park in Portland. Due in large part to ALA's imaginative design in conjunction with the neighborhood association's proposal, the project was awarded more than \$130,000 in CDBG funding in 2018 through the competitive selection process with the City of Portland.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	Under Way Summer 2020
REFERENCE	Ethan Hipple, Zack Barowitz

ACORN ENGINEERING, INC.

COMPANY PROFILE



Acorn Engineering, Inc. is a Portland-based civil and environmental engineering firm of nine full-time employees and four construction inspectors. Acorn's team has a diverse portfolio providing Maine with quality engineering and environmental services as well as state-wide construction administration on behalf of the Maine Department of Transportation.

A cornerstone of Acorn Engineering is the attention to quality and exceptional level of service on every project, regardless of size. Our engineers and scientists pride themselves on their extensive experience, which is backed by a broad knowledge of civil and environmental engineering practices from smaller residential projects to larger commercial projects that integrate environmental assessment and site redevelopment.

Acorn Engineering has demonstrated the ability to breakdown and synthesize widely disseminated regulations into accepted engineering practices and practical site assessment and development. As a result of Acorn's efforts, the Cumberland County Soil & Water Conservation District recently recognized Acorn as the Contractor of the Year. This was the first award associated with the nationally recognized Long Creek Restoration Project and the first time the Cumberland County Soil & Water Conservation District ever recognized an engineering firm as their Contractor of the Year.

Acorn's expertise covers the areas of: civil/site design, evaluation, development, and permitting; and construction phase services such as construction administration, construction documents, project bidding, and site inspection including erosion and sedimentation control. Acorn's experience also includes the field of environmental engineering and compliance such as: Phase I and Phase II environmental site assessments, soil and groundwater remediation planning and design; Maine's Voluntary Response Action Program (VRAP); and stormwater treatment system design and permitting.

Acorn's engineers have designed, permitted, and overseen construction on numerous single-family and multifamily residential projects including traditional subdivision designs featuring on-site sewage/septic disposal and drilled wells. Furthermore, Acorn has demonstrated extensive experience and capabilities with municipalities, the Maine Department of Transportation (MDOT), Maine Department of Environmental Protection (MDEP), soil & water conservation districts, conservation commissions, municipalities, and the private sector on environmental and site development projects as demonstrated by the following:

- Listed on Maine DEP's Pre-Qualified Vendor List for Environmental Consulting Services
- Listed on Maine DOT's Pre-Qualified Consultants for eight service areas (listed under Section I.D)
- Cumberland County Soil & Water Conservation District Contractor of the Year for work on the Long Creek Restoration Project

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **Public Works Redevelopment – Meeting House Hill**

Over the past two years, Acorn Engineering has worked in close association with the City of South Portland, neighbors, and private clients on the redevelopment of the former Public Works facility. The 6-acre site is nestled in the middle of the Meeting House Hill residential neighborhood and is currently



a mix of storage buildings, fuel fill stations, miscellaneous stockpiles, and pavement. The site will be redeveloped into a mix of multifamily townhomes and single-family dwellings comprising 38 units along with a public park and community gardens.

In addition to the environmental remediation, Voluntary Response Action Program (VRAP), and other environmental considerations given the previous land use, the project is subject to a Maine DEP stormwater management law. The redevelopment design results in a reduction in impervious area of over 50% and reduces land use intensity across the site. Though not required, several stormwater BMP's have been implemented into the site as a best practice, further attenuating and treating stormwater runoff. In addition to the significant redevelopment plan, Acorn has designed an infrastructure plan to separate the storm and sewer mains. This will include installing 400 feet of new storm drain along the existing O'Neil Street right-of-way and 700 feet of new storm drain along the proposed O'Neil Street right-of-way extension. Overall, this effort will reduce the effects of combined sewer overflows (CSO) into Casco Bay which occur due to wet-weather events and the wastewater treatment plant's inability to provide capacity for both storm and sanitary sewer flows.

As part of this project, Acorn held a multitude of meetings with the City including the assistant City manager, the former Mayor, the entire planning division, and the chief engineer of Public Works. Furthermore, Acorn has collaborated with department heads of the Fire, Parks, Public Works, and Water Resource departments to ensure a feasible and ideal project for all parties. As a result, the process was truly a collaborative effort with a number of stakeholders weighing in on the design.

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **Munjoy Heights**

Acorn provided civil/site engineering and permitting for the design of Munjoy Heights – a six townhome, 29-unit development on the steep slopes of Munjoy Hill in the City of Portland. Acorn designed and developed construction drawings for the sanitary sewers, storm drains, water mains, driveways and pedestrian circulation, retaining wall locations, building locations, and drainage infrastructure to be built in compliance with City standards.



A key component to the project was coordinating with the City on the future combined sewer separation project and the site's overall stormwater management. Additionally, discussions with neighbors and stakeholders were paramount in the project's success.

The innovative urban infill project compliments the Munjoy Hill neighborhood with a communal design and plentiful native landscaping that replaced invasive species which previously dominated the eroding banks prior to the development. The \$22 million project features a courtyard, terraced landscaping, a Portland Trails-maintained path that connects the redevelopment to the existing trail system, and low impact development (LID) techniques that meet MDEP Chapter 500 regulations. The stormwater management includes an underdrained sand filter and chambers that detain and treat stormwater on site in tandem with strategically placed rain gardens.

The project required extensive coordination and collaboration between the client, City of Portland, Portland Trails, the structural engineer, the architect, and the contractor to successfully complete the project with the first “woonerf” in the state and maintaining the existing public walking path through the property.

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **200 Valley St**

Working with Avesta Housing, Acorn Engineering provided civil engineering and permitting for Avesta's 60-unit project in the St. John Valley neighborhood. This urban infill project replaces the existing single-family house and abutting vacant lots into new affordable housing opportunities with two levels of covered parking, amenities, and a rebuilt project frontage with new sidewalks, street trees, and bicycle hitches.



As part of the project, Acorn developed a transportation and parking analysis to ensure that the provided parking will adequately serve the redevelopment. Furthermore, the design team identified and implemented multiple strategies to encourage residents to efficiently utilize the many modes of transportation available on the Portland peninsula.

- **Little Dolphin Drive & Jocelyn Place**

In collaboration with the South Portland Housing Authority and Risbara Holdings, Acorn provided civil engineering design and permitting of a multi-use subdivision at the end of Little Dolphin Drive in Scarborough. Proposed uses include a two-story office building and a three-story 60-unit senior housing facility with associated parking and landscaped areas.



In addition to a voluntary neighborhood meeting, the project went through a 3-step master plan phase with the Town of Scarborough in which the project was collaborated on with Planning Staff, the Planning Board, and neighbors.

The project is subject to Maine DEP and US Army Corps permits. To adequately treat stormwater on the site, Acorn has designed multiple stormwater BMPs meeting Maine DEP Chapter 500 regulations resulting in a low impact design.

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **89 Anderson Street**

In collaboration with Redfern properties and the East Bayside neighborhood, Acorn developed the civil/site engineering design of a mixed use 53-unit redevelopment of an existing under-utilized, urban infill lot in the East Bayside neighborhood. Acorn's scope of services included in the initial phase applying for and obtaining a zone change and



conducting Phase I and Phase II Environmental Site Assessments to evaluate potential environmental contamination at the site.

After conducting the environmental remediation efforts, Acorn developed the site layout and design of sanitary sewers, storm drains, water mains, site driveway, retaining wall locations, building locations, parking lot design, building drainage structures, utility connections and landscaping plan (with a landscape architecture subconsultant) to meet the City of Portland Technical Standards. Acorn also integrated sidewalk and improvements associated with the project into the City's Anderson Street ByWay project. Furthermore, the project team worked with a non-profit organization, the Telling Room, to provide public art along the Fox Street streetscape in lieu of traditional fencing.

Overall, the project established an important mixed use building on a prominent corner lot adjacent to Kennedy Park which contains popular recreation space. The building houses a restaurant and the Gear Hub bicycle school on the first floor with residential apartments above which encourages an active street presence with housing, goods, and services that help tie the neighborhood together and keep eyes on the street.

ACORN ENGINEERING, INC.

REPRESENTATIVE PROJECTS



- **667 Congress Street – The Hiawatha**

The \$28 million project included the civil/site engineering design for the 8-story, first floor retail and 139-unit apartment building on Congress Street in Portland. Vehicle parking is served by two levels with separate access from Vernon and Avon St. The project featured building and site design in an historic district adjacent to Longfellow Square.

Services included, but is not limited to, permitting with the City of Portland, layout and design of sanitary sewers, storm drains, water mains, pedestrian and vehicle entrances, building locations, parking lot design, and parking garage grading and drainage. Acorn provided significant coordination between the Architect, Structural Engineer, Geotechnical Engineer, Construction Management Company, Owner, and the City.



Attachment A

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered 1 and 2

COMPANY NAME: Maine Cooperative Development Partners
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: [Signature] DATE: 6/16/2020
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Brian Eng, Principal

ADDRESS: 6 City Ctr, Fl 3, Portland, ME 04101

TELEPHONE: 413-262-2610 E-MAIL: brian.d.eng@gmail.com

FEDERAL TAX ID #: 273467906 DUNS #: 009932723

STATE OF INCORPORATION Maine

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☐ Yes ☒ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☒ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

Addendum #1

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068**

Current Date: May 28, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

The City has received an Environmental Report regarding the lack of vernal pools for the property located at 165 Lambert Street.

The report from Jones Associates is attached.

Receipt of **Addendum No. 1** to the City of Portland's RFP #20068, **Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: Maine Cooperative Development Partners
SIGNED BY: Brian Eng DATE: 6/16/2020
PRINT NAME & TITLE: Brian Eng, Principal
ADDRESS: 6 City Ctr, FL3
Portland, ME 04101 ZIP CODE

Addendum #2

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068**

Current Date: June 9, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 2** to the City of Portland's **RFP #20068, Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: Maine Cooperative Development Partners
SIGNED BY: B. Va DATE: 6/16/2020
PRINT NAME & TITLE: Brian Eng, Principal
ADDRESS: 6 City Ctr. Fl 3
Portland, ME 04101 ZIP CODE

EXHIBIT C**Minimum Household Size and Maximum Allowable Monthly Rent Calculation**

The Minimum household size for a unit in the Coop is based on the number of bedrooms in the unit, as set forth in the table below. The maximum allowable monthly rent for a unit is 1/12 of 30% of the Area Median Income, based on the minimum household size for a unit, less the Coop member's costs for utilities. :

	Studio/One-Bedroom Unit	Two-Bedroom Unit	Three-Bedroom Unit	Four-Bedroom Unit
Minimum Household Size	1	2	3	4

For Example, utilizing 2020 AMI levels, and assuming no out of pocket utility costs for the Co-op member, the maximum allowable monthly rent would be as follows:

Studio/One Bedroom Unit: $1/12(0.30 \times \$70,630) = \$1,765.75$

Two Bedroom Unit: $1/12(0.30 \times \$80,720) = \$2,018.00$

Three Bedroom Unit: $1/12(0.30 \times \$90,810) = \$2,270.25$

In the event that the Co-op member has out of pocket utility expenses, the maximum allowable monthly rent would be decreased by the amount of those utility expenses. For example, for a two bedroom unit with \$300 in monthly utility expenses, the maximum allowable monthly rent would be $\$2,018.00 - \$300 = \$1,718.00$.

Utility allowance will be calculated in one of two ways: (1) using the utility allowance established by the Portland Housing Authority or (2) based on actual documented utility usage at the property.

**FIRST AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 10th day of May, 2022, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (“Seller” of “City”) and MAINE COOPERATIVE DEVELOPMENT PARTNERS LLC, a Maine limited liability company with a mailing address of 6 City Center, Fl. 3, Portland, Maine 04101 (“Buyer”).

WHEREAS, City and Buyer entered into a certain Purchase And Sale Agreement dated January 4, 2021 (the “Agreement”) with respect to certain real property located at or near 165 Lambert Street as more fully described in the Agreement; and

WHEREAS, Seller and Buyer wish to amend the Agreement to extend the due diligence period and describe easements to be reserved on the Premises by the City.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

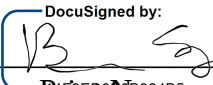
1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The parties acknowledge and agree that the Agreement incorrectly identified the Buyer as “Maine Cooperative Development Partners, a Maine corporation” instead of Maine Cooperative Development Partners LLC, a Maine limited liability company.” Accordingly, the parties agree that any references in the Agreement to “Maine Cooperative Development Partners, a Maine corporation” are hereby deleted and replaced with “Maine Cooperative Development Partners LLC, a Maine limited liability company,” meaning and intending to clarify that the Buyer under the Agreement is Maine Cooperative Development Partners LLC.
3. Section 3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

Due Diligence Period: Buyer will have from the date of this Amendment until 4:00 PM Eastern Daylight Savings Time on the day that is twenty-five (25) months after the date of this Amendment (the “Due Diligence Period”) to complete any surveys, environmental review, inspections, and title examinations, and to obtain any zone change, site plan approval, and any other permits and regulatory approvals required for the Project.

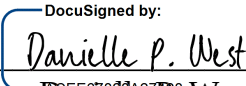
4. The following language is added to the Agreement as section 3(i):
- i. Drainage Easements. The Buyer acknowledges and agrees that in the deed for the Premises, the City will reserve the slope and stormwater drainage easements over portions of the Premises in form and substance reasonably satisfactory to the City in the locations generally described and depicted on Exhibits A, B and C, attached hereto.
5. The following language is added to the Agreement as section 3(j):
- j. Trail Easement. The Buyer acknowledges and agrees that the Premises shall be conveyed subject to a trail easement for public ingress and egress by pedestrians, bicycles, and other non-motorized pedestrian uses in form and substance reasonably satisfactory to the City. The easement shall be held by the City or another entity reasonably acceptable to the City and Buyer.
6. The opening paragraph in section 10 of the Agreement is hereby deleted and replaced with the following:
- CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer's council at a time agreeable to the parties on or before the day that is twenty-seven (27) months after the date of this Amendment (the "Closing Date"). At the Closing:
7. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement.

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

MAINE COOPERATIVE
DEVELOPMENT PARTNERS LLC

DocuSigned by:
By: 
Print Name: Brian Eng
Its: Principal

CITY OF PORTLAND

DocuSigned by:
By: 
Print Name: Danielle P. West
Its Interim City Manager

Approved as to Form:

DocuSigned by:

Michael Goldman
Corporation Counsel's Office

EXHIBIT A

Drainage Easement 1

The certain easement and rights across, above on and under land on the westerly side line of Auburn Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at the intersection of the westerly side line of Auburn Street as accepted by Order of the Portland City Council on July 21, 1915 and as recorded in City Clerk Volume 43, Page 77 with the southerly side line of Washington Avenue Extension, declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11, said point is located S18°29'57"W a distance of 3.36' from a drill hole set in a granite monument;

THENCE, S07°57'06"E thirty-five and hundredths feet (35.00') along the westerly side line of said Auburn Street to a point;

THENCE, N53°14'06"W forty-nine and twenty-five hundredths feet (49.25') through land now or formerly of the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154 Cumberland County Registry of Deeds to a point in the southerly side line of said Washington Avenue Extension;

THENCE, N81°28'53"E thirty-five and no hundredths feet (35.00') along the southerly side line of said Washington Avenue Extension to the westerly side line of said Auburn Street and **THE POINT OF BEGINNING.**

Meaning and intending to reserve a 612 s.f. drainage easement through land conveyed by Harold S. O'Brien et al. to the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

Drainage Easement 2

The certain easement and rights across, above on and under land on the westerly side line of Auburn Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a point on the westerly side line of Auburn Street as accepted by Order of the Portland City Council on July 21, 1915 and as recorded in City Clerk Volume 43, Page 77, said point is located S07°57'06"E one hundred fifty and thirty-three hundredths feet (150.33') from the intersection of said westerly side line of Auburn Street with the southerly side line of Washington Avenue Extension declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11;

THENCE, S07°57'06"E forty and no hundredths feet (40.00') along the westerly side line of said Auburn Street to the northerly corner of land now or formerly of Eugene D. Morin et al. as described in a deed dated September 26, 1986 and recorded in Deed Book 7423, Page 127 Cumberland County registry of deeds, said point is witnessed by a capped iron rebar stamped "OHaskell 1038";

THENCE, S76°01'08"W sixty and no hundredths feet (60.00') through land now or formerly of the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds to a point;

THENCE, N07°57'06"W forty and no hundredths feet (40.00') along a line that is parallel to the westerly side line of said Auburn Street and continuing through land now or formerly of the said City of Portland to a point;

THENCE, N76°01'08"E sixty and no hundredths feet (60.00') through land now or formerly of the said City of Portland and through other lands now or formerly of the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154, Cumberland County Registry of Deeds to **THE POINT OF BEGINNING**.

Meaning and intending to reserve a 2387 s.f. drainage easement through land conveyed by Ray Viles to the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds and through land conveyed by Harold S. O'Brien et al. to the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

Drainage Easement 3

The certain easement and rights across, above on and under land on the easterly side line of Lambert Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a point on the easterly side line of Lambert Street as laid out in December, 1853 by the Cumberland County Commissioners and recorded in the Cumberland County Commissioners Records Volume 10, Page 46, said point is located S36°58'01"E four hundred one and ninety-six hundredths feet (401.96') from the intersection of said easterly side line of Lambert Street with the southerly side line of Washington Avenue Extension, declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11;

THENCE, S36°58'01"E fifty and no hundredths feet (50.00') along the easterly side line of Lambert Street to a point;

THENCE, N88°32'11"E forty and no hundredths feet (40.00') through land now or formerly of the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds to a point;

THENCE, N36°58'01"W fifty and no hundredths feet (50.00') along a line that is parallel to the easterly side line of said Lambert Street and continuing through land now or formerly of the said City of Portland to a point;

THENCE, S88°32'11"W forty and no hundredths feet (40.00') through land now or formerly of the said City of Portland to **THE POINT OF BEGINNING**.

Meaning and intending to reserve a 1628 s.f. drainage easement through land conveyed by Ray Viles to the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

Drainage Easement 4

The certain easement and rights across, above on and under land on the easterly side line of Lambert Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a point where the easterly side line of Lambert Street as laid out in December, 1853 by the Cumberland County Commissioners and recorded in the Cumberland County Commissioners Records Volume 10, Page 46, with the southerly side line of Washington Avenue Extension, declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11, said point is located S79° 50' 12"E three and ninety-five hundredths feet (3.95') from a drill hole set in a granite monument;

THENCE, S36°58'01"E twenty and no hundredths feet (20.00') along the easterly side line of Lambert Street to a point;

THENCE, N09°52'56"E twenty-seven and thirty-six hundredths feet (27.36') through land now or formerly of the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds to a point in the southerly side line of said Washington Avenue Extension;

THENCE, S56°43'53"W twenty and no hundredths feet (20.00') along the southerly side line of said Washington Avenue Extension to the easterly side line of said Lambert Street and **THE POINT OF BEGINNING.**

Meaning and intending to reserve a 200 s.f. drainage easement through land conveyed by Ray Viles to the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

Slope Easement

The certain easement and rights across, above on and under land on the westerly side line of Auburn Street in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at the intersection of the westerly side line of Auburn Street as accepted by Order of the Portland City Council on July 21, 1915 and as recorded in City Clerk Volume 43, Page 77 with the southerly side line of Washington Avenue Extension, declared as a City Street on March 21, 2011 by the Portland City Council and recorded in City Clerk Volume 154, Pages 10 and 11, said point is located S18°29'57"W a distance of 3.36' from a drill hole set in a granite monument;

THENCE, S07°57'06"E one hundred ninety and thirty-three hundredths feet (190.33') along the westerly side line of said Auburn Street to the northerly corner of land now or formerly of Eugene D. Morin et al. as described in a deed dated September 26, 1986 and recorded in Deed Book 7423, Page 127 Cumberland County registry of deeds, said point is witnessed by a capped iron rebar stamped "OHaskell 1038";

THENCE, S32°46'39"W sixty-one and thirty hundredths feet (61.30') along said northerly line of land now or formerly of said Morin, to a point;

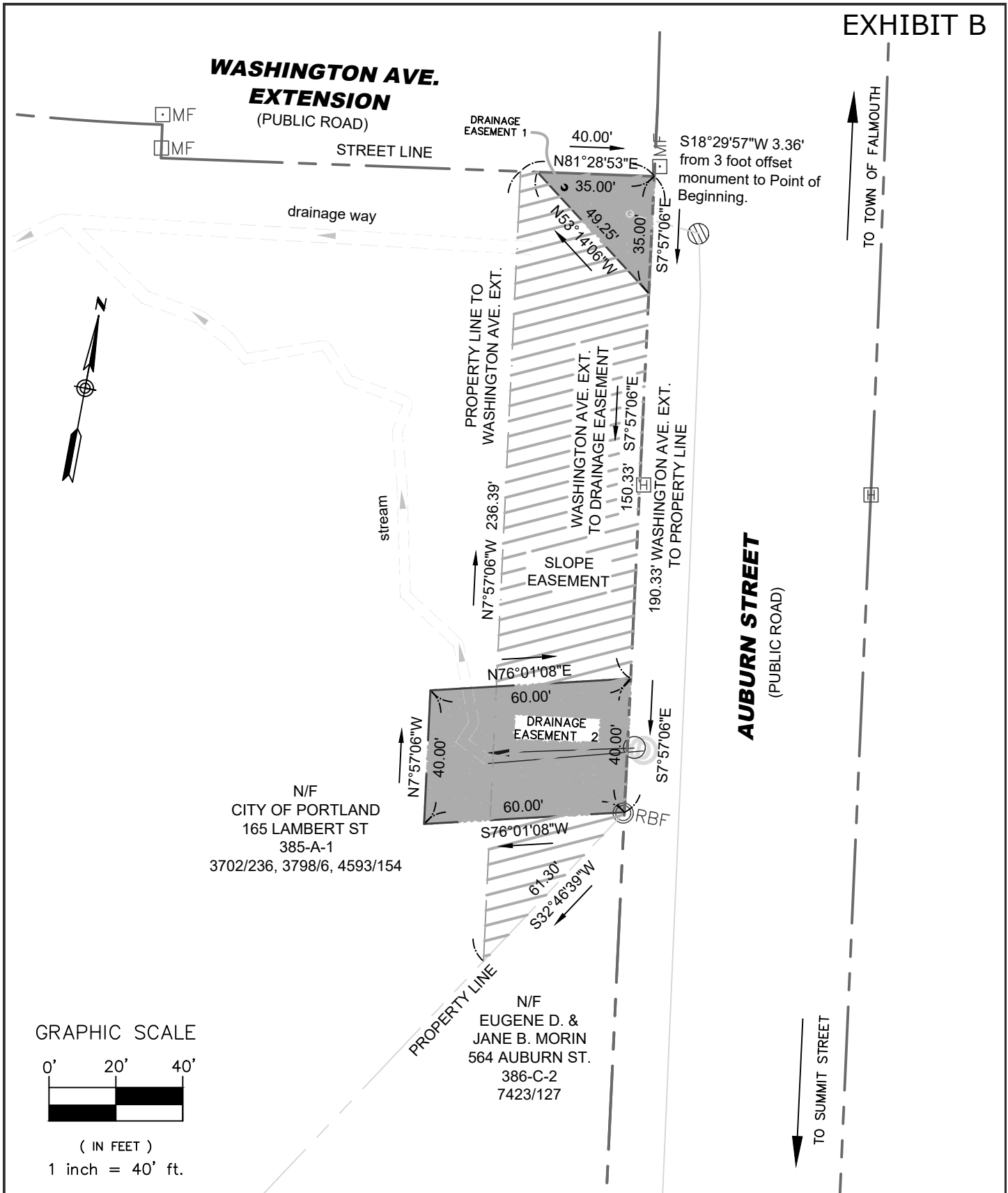
THENCE, N07°57'06"W two hundred thirty-six and thirty-nine hundredths feet (236.39') along a line that is parallel to and 40.00 feet westerly of the westerly line of said Auburn Street to the southerly side line of said Washington Avenue Extension;

THENCE, N81°28'53"E forty and no hundredths feet (40.00') along the southerly side line of said Washington Avenue Extension to the westerly side line of said Auburn Street and **THE POINT OF BEGINNING.**

Meaning and intending to reserve a 8534 s.f. slope easement through land conveyed by Harold S. O'Brien et al. to the City of Portland as described in a deed dated April 15, 1980 and recorded in Deed Book 4593, Page 154, and through land conveyed by Ray Viles to the City of Portland as described in a deed dated January 22, 1976 and recorded in Deed Book 3798, Page 6, Cumberland County Registry of Deeds.

The basis of bearing is the Maine State Plane Coordinate System (2 zone projection), West Zone using the NAD 1983 (HARN) datum and the U.S. Survey Foot as the unit of measure.

EXHIBIT B



CITY OF PORTLAND
PUBLIC WORKS
ENGINEERING DIVISION

PROPOSED DRAINAGE EASEMENTS 1 & 2 AND SLOPE
EASEMENT FOR LAMBERT WOODS AT 165 LAMBERT ST

CIVIL 3D PROJECT: Street Name CSO 2016

DRAWING: WASHINGTON AVE_CITY PROPERTY_DRAINAGE EASEMENTS.DWG

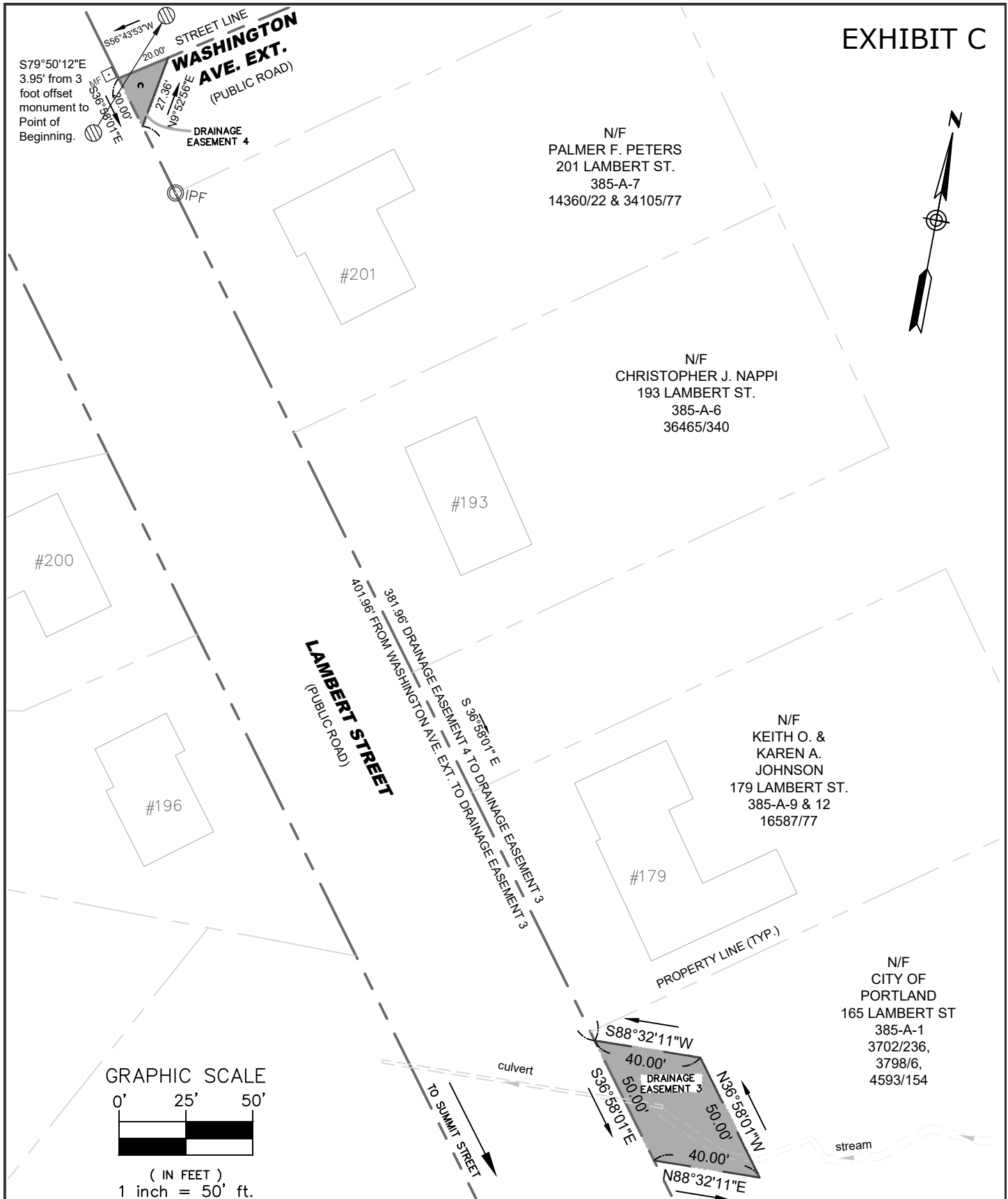
SCALE:

1" = 40'

DATE:

09/01/2021

EXHIBIT C



CITY OF PORTLAND
PUBLIC WORKS
ENGINEERING DIVISION

PROPOSED DRAINAGE EASEMENTS 3 & 4
OVER LAMBERT WOODS AT 165 LAMBERT ST

CIVIL 3D PROJECT: Street Name CSO 2016
DRAWING: WASHINGTON AVE_CITY PROPERTY_DRAINAGE EASEMENTS.DWG

SCALE:
1" = 50'

DATE:
09/01/2021

**SECOND AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 4th day of November, 2024, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (“Seller” of “City”) and MAINE COOPERATIVE DEVELOPMENT PARTNERS LLC, a Maine limited liability company with a mailing address of 6 City Center, Fl. 3, Portland, Maine 04101 (“Buyer”).

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

WHEREAS, the deadline for the Closing Date under the Agreement has passed, and Seller and Buyer wish to extend that deadline while they negotiate additional substantive changes to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The opening paragraph in section 10 of the Agreement is hereby deleted and replaced with the following:

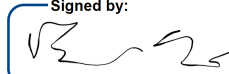
CLOSING. Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a time agreeable to the parties on or before August 30, 2025 (the “Closing Date”). At the Closing:

3. The following language is added to the Agreement as section 10(e):
 - e. Notwithstanding anything to the contrary in this Agreement, in the event that Buyer has not obtained the financing and approvals necessary to complete the construction loan closing for the Project on the Closing Date, Seller will have the option, but not the obligation, to notify the Buyer of its desire to terminate this Agreement, at which time this Agreement shall terminate, Seller shall pay to Buyer a payment equal to that described in Section 11(e) of the Agreement, and the parties will have no further obligation to each other hereunder.

4. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement.

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

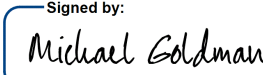
MAINE COOPERATIVE
DEVELOPMENT PARTNERS LLC

Signed by:
By: 
14F9ED9E0B984B5...
Print Name:
Its:

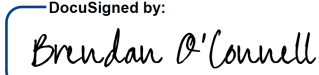
CITY OF PORTLAND

DocuSigned by:
By: 
A4546612E752416...
Danielle P. West
Its City Manager

Approved as to form:

Signed by:

5BDA6A4DE55B4E1...
City Corporation Counsel

Approved as to funds:

DocuSigned by:

C62FB6FC92754F7...
City Finance Director

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 10th day of September, 2025, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (“Seller” of “City”) and MAINE COOPERATIVE DEVELOPMENT PARTNERS LLC, a Maine limited liability company with a mailing address of 6 City Center, Fl. 3, Portland, Maine 04101 (“Buyer”).

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

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

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Buyer hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.
2. The opening paragraph in section 10 of the Agreement is hereby deleted and replaced with the following:

CLOSING. Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a time agreeable to the parties on or before August 30, 2026 (the “Closing Date”). At the Closing:

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

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

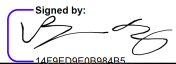
4. Paragraph 11(e) of the Agreement is hereby deleted and replaced with the following:

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

5. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement.

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

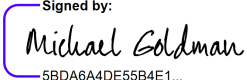
MAINE COOPERATIVE
DEVELOPMENT PARTNERS LLC

By: 
Signed by: 14F0ED0E0B984B5
 Print Name: Brian Eng
 Its: Principal

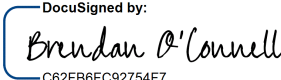
CITY OF PORTLAND

By: 
Danielle P. West
Its City Manager

Approved as to form:


City Corporation Counsel

Approved as to funds:


City Finance Director

MEMORANDUM
City Council Agenda Item

FROM: Matthew Grooms, Historic Preservation
DATE: October 6, 2025
SUBJECT: Order 82-25/26 Amented to Portland City Code Chapter 14 RE: Hotel Inclusionary Zoning - Sponsored by Planning Board, Brandon Mazer, Chair
SPONSOR: Brandon Mazer, Planning Board Chair
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/20/2025

Final
Action 11/3/2025

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

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

PRESENTATION: The Planning Board Chair and City staff will provide a presentation to the Council.

I. SUMMARY

The City Council is being asked to consider a draft ordinance amendment to Chapter 14, Article 17 of the City Code that would update the Hotel Inclusionary Zoning Ordinance by increasing the fee-in-lieu from \$4,831 to \$9,520 per hotel room and revising the unit contribution requirement from one affordable unit per 28 hotel rooms to one unit per 19 hotel rooms.

II. AGENDA DESCRIPTION

On November 4, 2024, the City Council enacted a moratorium on new hotel development in Portland in response to concerns about the effectiveness of the City's hotel inclusionary zoning program and its relationship to housing affordability. The moratorium, which will remain in place until November 29, 2025, directed staff to evaluate the policy and bring forward recommendations for potential amendments.

Since that time, staff worked with the Greater Portland Council of Governments (GPCOG) to update the City's nexus study, presented alternatives to the Housing and Economic Development Committee, and engaged Colliers International to complete a third-party feasibility assessment of potential fee levels. At a public hearing before the Planning Board on September 23, 2025, staff presented an amendment to the hotel inclusionary zoning ordinance, which included raising the amount of the fee-in-lieu of constructing housing units from \$4,831 to \$9,520 per hotel room and changing the alternative unit contribution option from one affordable unit per 28 rooms to one unit per 19 rooms. A motion to recommend the proposed changes to the City Council did not pass with a majority vote by the Planning Board. The Board voted 3-3 (Mazer, Silk, and Fox opposed, Robertson absent). This item is now being forwarded to the Council for a vote on the proposed amendment.

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

III. BACKGROUND

Please see the attached Planning Board Report to the City Council for additional background on this proposal.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This amendment supports the Council's priority of addressing the housing crisis by recalibrating the hotel inclusionary zoning fee to reflect current wage and housing data. It aligns with the City Council's 2025 goal on

housing affordability and the City's Comprehensive Plan by ensuring that new hotel development contributes to workforce housing needs, while being informed by updated data, a feasibility analysis, and stakeholder feedback.

The Planning Board reviewed the proposal at its September 23, 2025 public hearing and provided a split 3-3 recommendation to the City Council. Members who supported the amendment emphasized that increasing the fee would strengthen existing housing tools identified in the Comprehensive Plan, expand contributions to the Housing Trust Fund, and help ensure that Portland's economic growth is accompanied by housing opportunities for residents across income levels. Members who opposed the amendment raised concerns that hotels are the only sector bearing this responsibility, that smaller operators could be disproportionately affected, and that cumulative development fees could discourage investment and undermine the City's goal of sustaining downtown Portland as a vibrant regional economic center.

V. FINANCIAL IMPACT

This amendment has no direct expenditure impact on the City. If the fee-in-lieu amount is increased, it may generate additional revenues to the City's Housing Trust Fund, which could be leveraged to support the creation of more affordable housing across Portland. The actual revenue impact will depend on the pace and scale of new hotel development. If the fee-in-lieu amount is not increased, the current rate will continue to generate revenue to the City's Housing Trust Fund.

VI. STAFF ANALYSIS AND BACKGROUND

Please see the attached Planning Board Report to the City Council for additional analysis on this proposal.

VII. RECOMMENDATION

The Planning Board voted 3-3 (Mazer, Silk, and Fox opposed; Robertson absent) on the draft text amendments to Ch. 14, Article 17 of the City Code of Ordinances. As a result, the Board forwarded a split recommendation to the Council, with members in opposition recommending that the policy remain unchanged.

VIII. LIST ATTACHMENTS

1. Amendment - Ch14 re Hotel Inclusionary Zoning
2. Hotel IZ City Council Report
3. A. Article 17. Housing_redlined_final
4. B. Order 77 24-25
5. C. Order 177 24-25
6. D. Order 134 18-19
7. E. HEDC Committee_Hotel IZ Memo
8. F. 2018 GPCOG Hotel Linkage Fee Study
9. G. 2025 GPCOG Updated Hotel Linkage Fee Study
10. H. Colliers Financial Feasibility Assessment.Rev 9.19.25

Prepared by:

Matthew Grooms, Historic Preservation

Date: 10/06/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 14 RE: HOTEL INCLUSIONARY ZONING**

WHEREAS, based on the findings, conclusions, recommendations, and other information provided in the staff report to the City Council dated October 15, 2025, which is incorporated herein by reference, as well as the testimony, public comment, and other information submitted to the City Council at the public hearing held on November 3, 2025, the City Council adopts the findings and conclusions in the staff report and finds that the below referenced amendments to Chapter 14 of the City's Code of Ordinances is pursuant to and consistent with the City's Comprehensive Plan.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That Chapter 14, Article 17, is hereby amended to read as follows, on the following pages:

shall be \$150,000 per unit, adjusted annually in the same way as the fee under Subsection 17.1.8.

6. Workforce housing units for sale, if converted to workforce housing units for rent, shall become subject to the income limits and other requirements of such units.
 7. The term of affordability for the required 25% workforce units provided shall be defined as shown in Table 17-C.
 8. Projects shall be subject to an affordable housing agreement with the City of Portland, unless a project is otherwise subject to such an agreement requiring an equal or greater percentage of affordable units at an equal or lower income target level than required by this section.
- D. Density and height bonuses.** Projects that are subject to this subsection shall be eligible for density and height bonuses under Subsection 17.2.2(D).
- E. Implementation guidance.** The Housing & Economic Development Department shall provide guidance on income verification methods, affordable housing agreements, and subsequent monitoring requirements.
- F. Reporting to City Council.** In conjunction with the annual report on the Housing Trust Fund, the Planning Authority shall annually report on developments subject to this subsection, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this subsection in achieving its stated purpose.

17.2.4 Inclusionary zoning for hotel projects

- A. Purpose.** This subsection is based on City analysis, most specifically the analysis

documented in the Greater Portland Council of Government study *Proposed Hotel Linkage Fee: Supportable Range* dated ~~August 29, 2018~~ March 18, 2025, that finds that new hospitality developments create a need for new affordable housing. This need is the result of the fact that hospitality developments necessarily create a number of jobs that do not pay employees at a rate sufficient to allow those employees to afford market-rate housing in the City of Portland.

- B. Hotel projects.** For the purposes of this subsection, hotel projects shall include any hotel as defined in Article 3 consisting of 10 or more guest rooms for rent to transient guests or to extended stay guests of up to six months. Any expansion of an existing hotel by 10 or more rooms within any five-year period will also be considered a hotel project.
- C. Low-income housing minimum.** All hotel projects shall provide one unit of low-income housing for rent in the City of Portland for every ~~1928~~ rooms in the hotel project, which shall meet the standards outlined in Subsections 17.2.3(C)(2), (3), and (4) and in the implementing regulations governing low-income units. Such units shall contain two bedrooms and be a minimum of 900 SF in floor area. This amount shall be rounded up to the nearest increment of ~~1928~~ rooms. These units shall be deed restricted for the longest period permitted by law, shall not be used for short-term rentals of less than 30 days, and must be provided with distinct entrances from the street to delineate them from the hotel itself.
- D. Fee-in-lieu alternative.** As an alternative to providing low-income housing units under Subsection 17.2.4(C) above, a hotel project may

pay a fee-in-lieu of \$~~9,5203,806~~ per hotel guest room. This amount shall be paid into the City's Housing Trust Fund and used for the purposes set forth in the ordinance and regulations applicable to that trust.

- E. Annual adjustments.** The amounts in Subsection 17.2.4(D) above shall be adjusted annually in the same way as the fee under Section 17.1.8.
- F. Implementation guidance.** The Housing & Economic Development Department shall provide guidance on income verification methods, affordable housing agreements, and subsequent monitoring requirements.

17.3 JILL C. DUSON HOUSING TRUST FUND

17.3.1 Purpose

The purpose of enacting this section is:

- A.** To establish a City of Portland Housing Trust Fund for the promotion, retention, and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the city.
- B.** To serve as a vehicle for addressing very low, low, and moderate income housing needs through a combination of funds as set out in this article.

17.3.2 Establishment of the Jill C. Duson Housing Trust Fund

The City Council shall establish a special revenue account under the name "City of Portland Jill C. Duson Housing Trust Fund" (Housing Trust Fund). Deposits into the fund shall include:

- A.** Contributions from the City's housing replacement ordinance under Subsection 17.1.8.
- B.** In-lieu fees under Subsections 17.2.3 and 17.2.5.

- C.** Funds appropriated to be deposited into the fund by vote of the City Council.
- D.** Voluntary contributions of money or other liquid assets to the fund.
- E.** Any federal, state, or private grant or loan funds provided to the fund.
- F.** Interest from fund deposits and investments.
- G.** Repayments of loans made from the fund.

17.3.3 Management of the trust fund

The City Manager, or their designee, shall serve as the manager of the Housing Trust Fund. The responsibilities of the manager, subject to the orders of the City Council, shall include:

- A.** Maintaining the financial and other records of the Housing Trust Fund.
- B.** Disbursing and collecting Housing Trust Fund monies in accordance with the Housing Trust Fund annual plan.
- C.** Monitoring the use of monies distributed to successful applicants for Housing Trust Fund support to assure on-going compliance with the purposes of the fund and the conditions under which these monies were granted or loaned.

17.3.4 Housing Trust Fund annual plan

- A.** Each fiscal year, the City Council shall adopt a Housing Trust Fund annual plan. The City Manager shall submit to the City Council a recommended Housing Trust Fund annual plan, utilizing the revenues of the Housing Trust Fund as well as any other funds the manager may propose as appropriate. The housing committee of the City Council or such other committee as the council shall designate shall conduct public hearings on the recommended

**PLANNING BOARD REPORT
TO CITY COUNCIL
PORTLAND, MAINE**

Hotel Inclusionary Zoning
Land Use Code Amendment: Article 17
Applicant: City of Portland



Submitted to:	Mayor Dion & the City Council	From:	Portland Planning Board
1st Read Date:	October 20, 2025	Date:	October 15, 2025
2nd Read Date:	November 3, 2025 (public hearing)		

I. INTRODUCTION

The Planning Board held a public hearing on September 23, 2025, where staff presented an amendment to the hotel inclusionary zoning ordinance Section 17.2.4, which included raising the amount of the fee-in-lieu of constructing housing units associated with hotel projects from \$4,831 to \$9,520 per hotel room and changing the alternative unit contribution option from one affordable unit per 28 rooms to one unit per 19 rooms. A motion to recommend the proposed changes to the City Council did not pass with a majority vote by the Planning Board. The Board voted 3-3 (Mazer, Silk, and Fox opposed, Robertson absent). This item is now being forwarded to the Council for a vote on the proposed amendment.

On November 4, 2024, the City Council passed Order 77-24/25 (6-2, Dion and Rodriguez opposed; Fournier absent), establishing a 180-day moratorium on new hotel projects in Portland (Attachment B). In adopting this moratorium, the Council cited several concerns, including:

- A shortage of affordable housing;
- A high share of hotel-related jobs that are expected to pay below 60% of Area Median Income (AMI);
- The number of hotel projects since the adoption of the City's hotel inclusionary zoning policy in 2018;
- The fact that the hotel IZ ordinance has not directly resulted in the construction of residential units;
- The total hotel IZ fees in the amount of \$3,556,000 contributed to the Jill C. Dusen Housing Trust Fund; and
- The fact that the hotel IZ ordinance has "not been substantially changed since its initial passage...and is inadequate to address the lack of sufficient affordable housing for hotel employees employed at new hotels."

The moratorium took effect on December 4, 2024, and was originally set to expire on June 2, 2025. On May 5, 2025, the Council unanimously approved Order 177-24/25, extending the moratorium for an additional 180 days (Attachment C). As outlined in Order 77-24/25, the purpose of the moratorium was to allow the Housing and Economic Development Committee (HEDC) to review the City's hotel IZ ordinance and identify policy issues for the Planning Board to consider in drafting potential amendments.

Since that time, staff have undertaken a series of steps to evaluate the ordinance. This work has included updating the City's hotel IZ nexus study in collaboration with the Greater Portland Council of Governments (GPCOG), presenting potential hotel IZ fee alternatives to the Housing and Economic Development Committee (HEDC), directly soliciting feedback from hotel operators and other stakeholders, and

commissioning Colliers International to conduct a third-party feasibility assessment of potential fee levels. In addition, staff held a workshop with the Planning Board to review alternative methodologies for recalibrating the fee.

II. DRAFT TEXT AMENDMENTS

The draft amendment presented to the Planning Board would increase the hotel inclusionary zoning fee from \$4,831 to \$9,520 per room, based on updated housing cost estimates using the Portland Rent Board's locally sourced rental data, with annual adjustments to continue based on changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The Rent Board dataset offers the most accurate measure of median rental costs in Portland and provides a defensible basis for recalibrating the fee.

Draft text amendment excerpt is listed below.

Sec. 17.2.4.D Fee in-lieu alternative. *As an alternative to providing low-income housing units under Subsection 17.2.4(C) above, a hotel project may pay a fee-in-lieu of ~~\$3,806~~ \$9,520 per hotel guest room. This amount shall be paid into the City's Housing Trust Fund and used for the purposes set forth in the ordinance and regulations applicable to that trust.*

The draft amendments presented to the Planning Board also included an update to the ratio that applies if a hotel developer elects to provide affordable units on-site rather than pay the fee. The current ratio (one affordable unit for every 28 hotel rooms), was originally based on a comparison between the residential inclusionary zoning fee (per unit) and the hotel fee-in-lieu (per room). Applying the same calculation with the updated fee amounts (\$182,830 per residential IZ unit divided by the proposed \$9,520 hotel IZ fee) results in a revised ratio of one affordable unit for every 19 hotel rooms. In practice, this would mean a hotel developer could comply with the ordinance either by providing one affordable unit for every 19 rooms built or by paying the updated hotel IZ fee-in-lieu.

Draft text amendment excerpt is listed below.

Sec. 17.2.4.C. Low-income housing minimum. *All hotel projects shall provide one unit of low-income housing for rent in the City of Portland for every ~~28~~ 19 rooms in the hotel project, which shall meet the standards outlined in Subsections 17.2.3(C)(2), (3), and (4) and in the implementing regulations governing low-income units. Such units shall contain two bedrooms and be a minimum of 900 SF in floor area. This amount shall be rounded up to the nearest increment of ~~19~~ 28 rooms. These units shall be deed restricted for the longest period permitted by law, shall not be used for short-term rentals of less than 30 days, and must be provided with distinct entrances from the street to delineate them from the hotel itself.*

As drafted, the fee increase to \$9,520 per room would represent a significant increase over the current requirement, equating to approximately \$14 per square foot. This amount falls within the range of fees charged in other communities (Table 1).

Table 1: Overview of Peer Community Linkage Fees²

Jurisdiction	Year of Nexus Study	Maximum Defensible Hotel Fee ¹	Current Fee
Boston, MA	2022	\$80.20 per SF	\$23.09 per SF
Fee Recommended by Staff			
Portland, ME	2025	\$13,731 per room (\$20.34 per SF)	\$9,520 per room (\$14.10 per SF)
Current Fee			
Portland, ME	2018	\$5,165 per room \$7.65 per SF)	\$4,831 per room (\$7.16 per SF)
Los Angeles, CA	2016	\$18.60 per SF	\$3.86 - \$6.44 per SF
Culver City, CA	2022	\$28 per SF	\$5 per SF
Somerville, MA	2017	\$86.43 per SF	\$3.10 per SF
Santa Rosa, CA	2019	\$75 per SF	\$3 per SF
San Diego, CA	2013	\$5-\$6 per SF	\$1.28 per SF, Adjusted Annually by Consumer Price Index (CPI)

1. As noted above, each of the nexus studies evaluated included a broader set of uses than just hotels. The fee listed would be the fee applicable to hotels, and in certain studies, hotels have a separate fee calculated specifically for hotels, whereas in other studies, the fee may apply to hotels along with other commercial uses.
2. For an overview of the City's review of peer community linkage fee programs, please see the Planning Board's July 8th memo, found [here](#).

For comparison purposes, the City projected total fee amounts at all potential fee levels for a representative “median” hotel project with 85 rooms, reflecting the average size of hotels developed in Portland over the past decade (Table 2). Using this as a reference point enables a consistent comparison of how different fee levels translate into total project costs, while grounding the analysis in a project scale typical for the local market.

Table 2: Overview of Hotel IZ Fees on Example 85-Room Hotel

		Fee Per Room	Fee Per SF ¹ (675 SF)	Total Fee
Current	Current Fee	\$4,831.00	\$7.16	\$410,635.00
Updated Nexus Study	COP Rent Board data	\$9,520.00 ²	\$14.10	\$809,200.00
	ACS Median Rent data	\$10,620.00	\$15.73	\$902,700.00
	Fair Market Rent data	\$13,731.00	\$20.34	\$1,167,135.00

1. Portland's hotel linkage fee is calculated based upon the number of hotel rooms within the hotel, and not on the basis of the total floor area as is done in other municipalities with a commercial or hotel linkage fee. This makes the comparison of Portland's policy with that of other jurisdictions more challenging. In order to simplify this comparison, staff have converted both the current and potential new rates from a per room to a per square foot ratio, using industry average data (Penner, R. H., Adams, L., & Rutes, W. A. (2013). *Hotel design, planning, and development (2nd ed.)*. Routledge.), which estimates that a typical hotel room results in between 600-750 square feet of floor area (inclusive of common spaces and amenity areas). For the purposes of this comparison, the range has been averaged, assuming that the typical hotel development included 675 square feet of total floor area per hotel room.
2. Draft fee amendment is highlighted in green.

III. COMPREHENSIVE PLAN ANALYSIS

The text amendments to the City's hotel inclusionary zoning ordinance as drafted is broadly consistent with the goals and strategies outlined in [Portland's Plan 2030](#). By updating the hotel IZ fee to reflect current

hotel worker incomes and market-rate housing costs, the amendment strengthens the City’s ability to ensure that those who work in Portland have a fair opportunity to live in Portland. In doing so, the amendment advances the Plan’s emphasis on equity, affordability, and livability as core values guiding Portland’s growth.

Additionally, the Housing Chapter calls for the City to increase, preserve, and adapt its housing supply while reinforcing and refining existing tools such as inclusionary zoning and the Housing Trust Fund. This amendment updates one of those tools in response to new data, ensuring that it continues to function proportionately and effectively over time. By recalibrating the hotel IZ fee, the City is strengthening its ability to generate affordable housing resources and secure greater contributions to the Housing Trust Fund.

The amendment also aligns with the Comprehensive Plan’s broader emphasis on balancing economic vitality with housing affordability, and on grounding policy in evidence. By recalibrating the hotel fee, the amendment ensures that continued growth in the hospitality sector is paired with contributions toward housing for those employed in that sector. This approach strengthens housing stability while supporting the long-term sustainability of a key segment of Portland’s economy. In addition, the proposal is based on an updated nexus study and a third-party feasibility assessment, reflecting the Comprehensive Plan’s call for data-driven, evidence-based policymaking that adapts City tools to current conditions.

At the same time, the Planning Board acknowledged that the Comprehensive Plan is a broad framework, and its goals can reasonably be interpreted in different ways. Some members raised concerns about the alignment of the draft text amendment with equity goals, questioning whether it is appropriate to apply these fees only to hotel development, and suggesting that other sectors generating housing demand might also be considered. Others pointed to the risk that higher fees could strain smaller hotel operators and, if taken too far, potentially limit Portland’s goal of maintaining downtown as a competitive regional destination and a 24/7 hub of activity.

In this way, while the amendment can reasonably be read as consistent with the housing and equity goals of Portland’s Plan 2030, the Board’s split vote reflects the presence of competing priorities within the Plan that the Council must weigh in its deliberation.

IV. HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE DELIBERATION

On [April 15, 2025](#), Planning & Urban Development Department (PUD) staff met with the City Council’s Housing and Economic Development Committee to discuss background and development trends related to the City’s hotel inclusionary zoning ordinance (Attachment E). At this meeting, staff presented three alternatives for updated fee-in-lieu amounts, based on the updated GPCOG linkage fee study (Attachment G). While there was general acknowledgment and support of the updated fee-in-lieu alternative, a question was raised about the methodology used to develop the City’s current inclusionary zoning hotel linkage fee. It was suggested that staff consider exploring an alternative approach, linking the new fee to the cost of constructing affordable dwelling units, rather than basing it on the affordability gap between a typical hotel employee households income and the median market-rate rental cost.

V. PLANNING BOARD REVIEW & DELIBERATION

On [July 8, 2025](#), the Planning Board held a workshop, and on [September 23, 2025](#), the Board held a public hearing to review and consider two potential methodologies for recalibrating the City's Hotel Inclusionary Zoning (IZ) fee.

The first methodology was an updated version of the Greater Portland Council of Governments (GPCOG) nexus study, which analyzes the gap between what a typical hotel employee household can afford and the market rent for a two-bedroom apartment. GPCOG provided three potential fee-in-lieu figures based on different rental cost data sources: the City of Portland Rent Board reports, the American Community Survey (ACS), and HUD Fair Market Rent (FMR). Using current data, these analyses produced fee-in-lieu estimates of \$9,520, \$10,620, and \$13,731 per room, respectively, depending on the rent data source. The second methodology, a “unit production model,” was developed in response to feedback from the Housing & Economic Development Committee. This approach sought to estimate the number of affordable units needed to accommodate housing demand generated by hotel employment and to distribute those costs proportionally across hotel projects.

After review, the Board expressed strong support for continuing with the updated GPCOG methodology, citing its defensibility, consistency with past practice, and alignment with approaches used in peer communities. Members also discussed broader policy considerations, including relationship between the hotel and residential IZ programs, potential developer impacts, and whether these requirements might influence decisions to pursue housing or hotel projects. In response, staff noted that there is no evidence from data, application trends, or developer meetings indicating that the IZ requirements have caused a shift between hotel and housing development.

Some members questioned whether it would be more equitable to evaluate linkage fees across multiple development types rather than solely for hotels and questioned the policy's legal framework under home rule authority. In response, staff noted that the hotel inclusionary zoning policy is legally permissible under the City's home rule authority and that broadening the fee to other commercial uses would not be advised due to market conditions in Portland. The Board and staff also noted that the hotel IZ fee represents just one of several development-related costs that affect overall project feasibility, alongside other municipal fees, permitting requirements, impact fees, and regulatory obligations.

At the September 23 hearing, staff recommended increasing the fee-in-lieu from \$4,831 to \$9,520 per room and revising the unit contribution requirement from one affordable unit per 28 hotel rooms to one per 19 rooms. Board members expressed mixed views—supporters of the text amendment highlighted the need to update the fee to reflect current housing costs. They found that a rate of \$9,520 per room would strike an appropriate balance of strengthening the City's housing tools in a meaningful way while maintaining feasibility for continued hotel investment, and would align the fee with current local data. Opponents raised concerns about market impacts and the burden on smaller hotel operators, which may be less capable of absorbing added costs as compared to national chains.

A motion to recommend the proposed changes to the City Council ultimately did not pass with a majority vote by the Planning Board. The Board voted 3-3 (Mazer, Silk, and Fox opposed, Robertson absent), resulting in a split recommendation to update the hotel IZ provisions in Section 17.2.4 of the Land Use Code.

VI. BACKGROUND

A. History of Hotel Inclusionary Zoning Policy

In 2019, the City proposed and established a hotel inclusionary zoning (IZ) ordinance. The ordinance applies to hotel projects with 10 or more rooms and any hotel expansions of 10 or more rooms within any five-year period. To meet the requirements of the ordinance, hotel projects may provide one unit of low-income housing for rent within the city for every 28 hotel rooms. Portland considers a low-income housing unit to mean one that is rented to households earning 80% of the area median income (AMI) or less. As an alternative, a hotel project to pay an in-lieu fee with a 2019 basis of \$3,806 per room, which is deposited into the City's Jill C. Dusen Housing Trust Fund. The fee is adjusted annually based on changes in the Consumer Price Index, with the 2025 hotel fee-in-lieu being \$4,831 per guest room.

The impetus for creating a hotel inclusionary zoning ordinance was a steady rise in hotel/inn/motel development between 2012 and 2018. Local and national data indicated that job creation in the hospitality industry would involve a considerable number of workforce households at average wage rates below what was required to afford housing in Portland at the time (Attachment F). In anticipation of continued hotel/inn/motel development in the coming years, the hotel inclusionary zoning ordinance was adopted on January 23, 2019. Order 134-18/19 (Attachment D) became effective on February 22, 2019.

B. Hotel Development Following the Adoption of the Hotel IZ Ordinance

Since the adoption of the ordinance in 2019, 15 hotel projects have been approved in the City of Portland. Of these 15 projects, three were exempt from hotel inclusionary zoning requirements (Table 3). One of these exempt projects was too small (<10 rooms) to trigger the requirement and the other two were products of approved master development plans (Thompsons Point and Portland Foreside), which gave them pending proceeding status under the pre-inclusionary zoning code.

Table 3: Approved Hotel Projects Exempt From Hotel IZ Regulations ¹				
Address	Common Name	Approval Year	Total Rooms	Status
148 Coveside Drive	Diamond Cove	2024	8	Approved
Thompson's Point	Forefront Hotel	2023	148	Under Construction
58 Fore Street	Portland Foreside	2023	128	Approved
Total	3		284	

1. Project data related to approved hotel developments, including room counts, status, and fee contributions, was compiled by Planning & Urban Development Department staff based on site plan application records maintained by the City of Portland. Information reflects the status of projects as of October 2, 2025.

Of the 12 remaining projects (Table 4), five have been constructed and completed (shown in green), resulting in a combined total of 242 rooms. Each of these projects opted to pay the fee-in-lieu, resulting in a total of \$920,975 in contributions to the Housing Trust Fund. One additional project is currently under construction (shown in orange): 215 Commercial Street, which will contain 15 rooms and will contribute \$70,380 into the Housing Trust Fund. This project is a smaller-scale renovation of a former office space in the Old Port. The remaining six projects have received approval but have not yet begun construction. If built, these projects would add 753 new hotel rooms to the city. If all 12 projects are constructed as approved, they would collectively generate approximately \$4.5 million in contributions to the Housing Trust Fund and would create 1,010 new hotel rooms.

Table 4: Approved Hotel Projects Subject to Hotel IZ Regulations¹

Address	Common Name	Approval Year	Total Rooms	Fee-in-Lieu	Status
121 Middle Street	Docent's Collection	2019	26	\$72,314	Construction Complete
1 Center Street	Canopy by Hilton	2019	135	\$513,810	Construction Complete
754 Congress Street	The Longfellow Hotel	2020	48	\$182,688	Construction Complete
54 York Street	The Weldon Hotel	2024	14	\$65,562	Construction Complete
178-184-Middle Street	Docent's Collection	2023	19	\$86,602	Construction Complete
215 Commercial Street	-	2024	15	\$70,380	Under Construction
477 Congress Street	Time & Temperature	2023	181	\$849,252	Approved
1060 Westbrook Street	Hyatt Jetport	2024	119	\$558,348	Approved
465 Congress Street	Monument Hotel	2024	92	\$431,664	Approved
385 Congress Street	Fathom	2023	179	\$815,882	Approved
245 Commercial Street	Portland Harbor Hotel Expansion	2024	52	\$243,984	Approved
203 Fore Street	Home 2 Suites	2025	130	\$628,030	Approved
Total	12		1,010	\$4,518,516	

1. Project data related to approved hotel developments, including room counts, status, and fee contributions, was compiled by Planning & Urban Development Department staff based on site plan application records maintained by the City of Portland. Information reflects the status of projects as of October 2, 2025

Regarding location, of the 15 projects approved since the City implemented its hotel IZ policy, approximately 53% or eight projects (699 rooms), are located in the City's B-3 Downtown Business zone; a zone which includes the Old Port and the Arts District and which abuts the City's iconic working waterfront. The B-3 zone is recognized as the region's hub for arts, culture, commerce, and civic life, where hotel development is anticipated and encouraged. For comparison, between 2019 and 2024, the City also approved 1,695 residential dwelling units within the B-3 zone, as can be seen in the [City of Portland Housing Dashboard](#). Collectively, this hotel and residential development reflects strong and balanced growth, aligning with the goals outlined in *Portland's Plan 2030*, which reinforces downtown as the primary hub of activity for the region.

Outside of the B-3 zone, recent hotel projects have generally been located in areas where hotel development is anticipated. Two projects are in the B-5 zone, one at Thompson's Point and the other at 54 York Street, which is located just outside the B-3 zone near Commercial Street and the Old Port and Portland's working waterfront. One project is situated in the India Street Form-Based Code District (ISFBC), a mixed-use area directly adjacent to downtown, the Old Port, and Casco Bay Lines, providing access to the islands. Another hotel is included in the master development plan for Portland Foreside, a large mixed-use

project in the B-6 zone on the Eastern Waterfront. One project is situated in the Airport Business (A-B) zone, an area typically associated with airport-related uses and business travel near the Portland International Jetport. Another project is located along Congress Street in the West End neighborhood within the B-2b zone. Finally, a hotel was approved as part of a contract zone on Great Diamond Island. Together, these projects illustrate that while hotel development is concentrated in Portland’s downtown core, it is also occurring in other mixed-use and business districts consistent with the City’s broader zoning framework.

Table 5: Approved Hotel Projects by Zone (2019-2025)¹		
Zone	Total Hotel Projects	Total Rooms Approved
B-2b	1	48
B-3	8	699
B-5	2	162
B-6	1	128
A-B	1	119
IS-FBC	1	130
Contract Zone	1	8
Total	15	1,294

1. Project data related to approved hotel developments, including room counts, status, and fee contributions, was compiled by Planning & Urban Development Department staff based on site plan application records maintained by the City of Portland. Information reflects the status of projects as of October 2, 2025

In terms of size, there is no evidence of a significant trend toward hotels with fewer than 10 rooms as a way to avoid hotel IZ requirements. The average size of hotels operating before the adoption of the hotel IZ policy was 89 rooms, compared to an average of 86 rooms for hotels approved since its implementation. Only one project approved since 2019 has had fewer than 10 rooms.

More recently, however, a notable trend has emerged toward smaller-scale hotels with fewer than 30 rooms. These boutique-style properties offer an alternative to traditional accommodations, often featuring apartment-style suites with full kitchens, dining and living areas, and private bedrooms. They typically operate with limited on-site staff, minimal amenities, mobile check-in, and no centralized reception. Four recent projects—121 Middle Street, 178–184 Middle Street (Docent’s Collection), 215 Commercial Street, and 54 York Street (The Weldon Hotel)—fit this model. While these developments were required to comply with hotel IZ regulations, they represent a growing and distinct segment of the hospitality market, blurring the line between traditional hotels and short-term rentals.

C. Recode Zoning Changes

As part of the ReCode initiative adopted by the City Council on November 4, 2024, hotels are now prohibited in the B-1, B-2b, and TOD-1 zones. These districts are intended to support neighborhood- and community-oriented retail, business, and service uses within an urban development pattern. They are also designed to support mixed-use development and moderate- to high-density housing in locations served by high-frequency transit, where walking, biking, and transit use are encouraged. By prohibiting hotels in these zones, the City is prioritizing housing and mixed-use development in neighborhoods where they are most needed, while acknowledging that hotels remain important to a major city. Hotel development is therefore directed to districts better suited for such uses, where they are permitted as of right to support the diverse needs of a metropolitan area.

ReCode also updated the definition of “hotel” within the land use code. The revised definition clarifies that hotels are multi-room commercial facilities with centralized reception, management, and cleaning services. This change was made to distinguish traditional hotels from emerging non-traditional models that function more like short-term rentals, ensuring the ordinance responds effectively to evolving trends in the hospitality market.

VII. PROCESS FOR UPDATING THE HOTEL IZ FEE

A. Hotel IZ nexus study (2025)

Cities around the country use linkage fees to offset various impacts associated with new development. Before establishing a linkage fee, communities typically conduct a study that formally and systematically establishes the nexus, or the ‘link,’ between new development and the fee’s purpose. In the case of the City’s hotel IZ policy, a linkage fee study was completed in 2018 to document the nexus between hotel development and demand for affordable housing (Attachment F). The basic principle of the study, which was conducted by the Greater Portland Council of Governments (GPCOG), is that new hotel development creates new jobs, attracts new households to fill those jobs, and therefore generates demand for new affordable housing.

When the hotel IZ policy was created, it was also the intent that the fee would be periodically updated. Following the implementation of the hotel moratorium in late 2024, City staff requested an updated fee analysis from GPCOG, which was provided to the City in March of 2025 (Attachment G). It is important to note that GPCOG’s current work did not include an evaluation of the methodology from the original fee study, but instead, simply replicated the methodology, which calculated a fee based on the affordability gap between hotel employee household income and the annualized cost to rent a market-rate two-bedroom apartment, using current-day income and housing cost assumptions. In almost all cases, the current study used the same data sources as the 2018 study. The one exception was for housing cost data, where the original data source was no longer available. Due to this change in the availability of data, GPCOG supplied three possible updated fee-in-lieu figures, based on three alternative rental cost data sources (the City of Portland Rent Board reports, American Community Survey, or HUD Fair Market Rent). These updated fee-in-lieu figures range from \$9,520 to \$10,620 to \$13,731 per room, respectively, depending on the rent data source.

B. Financial feasibility assessment

Following the July 8th Planning Board meeting, the City engaged Colliers International to conduct a third-party feasibility assessment (Attachment H) on a range of potential fee levels. In their assessment, Colliers evaluated the financial impact these fee amounts would have on three separate development scenarios:

1. A 48-room urban hotel in downtown Portland.
2. A 120-room hotel near the Portland International Jetport.
3. A hypothetical 85-room hotel representative of the median hotel size developed in Portland over the past decade.

The analysis assessed the financial viability of each development scenario under three potential updated fees:

1. \$4,831 per room, or the City’s current (2025) hotel IZ fee-in-lieu amount.
2. \$13,731 per room, the highest potential fee amount generated by the 2025 GPCOG nexus study
3. \$28,835 per room, a higher fee modeled in response to feedback from the Housing & Economic Development Committee, which noted that the current methodology only considers one year of

the rental affordability gap likely to be experienced by a hotel worker. To arrive at this number, the highest potential fee in the GPCOG study was multiplied by the median tenure of a hotel employee (2.1 years), as identified by the Bureau of Labor Statistics for the year 2024.

As part of this study, Colliers International reviewed both year-round and peak summer data on local hotel performance, including room rates and revenues. Using standard industry methods, Colliers modeled typical revenues and expenses for each project. They then tested how different fee levels would affect a developer's ability to finance and build a hotel. The analysis identified the point at which a higher fee would begin to tip a project from being feasible to becoming more risky or potentially infeasible.

Key takeaways from the analysis include:

- The current fee of \$4,831 per room is below what today's housing costs and wages would justify.
- At the mid-range fee of \$13,731 per room, projects may begin to face narrower profit margins and increased financial risk.
- Fees above \$13,731 per room could discourage certain projects or reduce investor interest.

Colliers' assessment demonstrates that the City's current hotel linkage fee is likely set too low, and that a recalibrated fee at or below \$13,731 per room better reflects current market realities while remaining feasible for most hotel projects.

C. Stakeholder outreach

Staff conducted targeted outreach to members of the hospitality industry, hotel developers active within the City, the Portland Regional Chamber of Commerce, and the Maine Real Estate Development Association (MEREDA). While overall feedback on the proposed fee changes was limited, staff received substantive comments from two recent hotel developers. Both indicated that the highest fee level modeled by Colliers (\$28,835 per room) would have been cost-prohibitive and would have prevented their projects from moving forward.

One response emphasized the role hotels play in Portland's economy, noting that new hotel development fuels tourism, sustains downtown restaurants and shops, and enhances the City's reputation as a travel destination. One independent hotel operator expressed concern that higher fees may disproportionately impact smaller, locally owned hotel development projects, limiting their ability to compete with larger national chains. They also noted that many independent hotels offer competitive wages and make positive contributions to the community.

Stakeholders acknowledged that hotel development can increase housing demand by adding jobs, and agreed that the City should continue to pursue policies that incentivize housing production. Overall, respondents cautioned that while moderate increases to the current fee may be supportable, fee levels at the upper end of the scenarios modeled would create significant financial challenges and could discourage new projects.

VIII. ATTACHMENTS

Report Attachments

- A. Draft Amendment to Article 17
- B. Council Order 77-24/25
- C. Council Order 177-24-25
- D. Council Order 134-18/19
- E. PUD Memo to HEDC – 4.15.25
- F. GPCOG Portland Hotel Linkage Fee Study (2018)
- G. Updated GPCOG Portland Hotel Linkage Fee Study (2025)
- H. Colliers Financial Feasibility Assessment September 2025
- I. Public Comment

DRAFT AMENDMENTS TO ARTICLE 17 SUBMITTED FOR CITY COUNCIL CONSIDERATION

17 HOUSING

17.1 HOUSING PRESERVATION AND REPLACEMENT

17.1.1 Purpose

The purpose of the housing preservation and replacement ordinance is:

- A. To promote and facilitate an adequate supply of housing, particularly affordable housing for all economic groups.
- B. To limit the net loss of housing units in the city.
- C. To preserve housing in zones where housing is permitted in the city for all residents in order to promote the health, safety, and welfare of its citizens.

17.1.2 Applicability

- A. Except as otherwise provided in this section, the housing preservation and replacement ordinance shall apply to the loss of three or more dwelling units in a five-year period, provided that such dwelling units were a legally registered residential use as of July 1, 2002. For the purposes of this section, dwelling units shall be as defined in Article 3, but also include rooming units that people rent in or sleep in within lodging houses, dormitories, shelters, and sheltered care group homes.
- B. Except as otherwise provided in this section, the housing preservation and replacement ordinance shall also apply to proposals that result in the loss of fewer than three dwelling units which were legally registered residential

use as of July 1, 2002 for the purposes of creating surface parking.

- C. For the purposes of this section, loss of dwelling units shall mean the elimination or conversion to nonresidential use of a dwelling unit and dwelling units that remain vacant for three years or more or are lost due to demolition unless the vacancy or demolition results from accidents outside of the owner's control, fire, natural disasters, or acts of war.
- D. Determination of number of the dwelling units within a structure or structures and the number of units lost will be based on the records of the Building Authority indicating the legal, registered use of the property since July 1, 2002 through the time of application. The actual use of the property for purposes of applicability of this section may be rebutted by the owner by proof of documentary evidence including but not limited to photographs, letters, and sworn affidavits. The Planning Authority may conduct its own investigation of the actual use and shall determine the applicability of this section based on the totality of the evidence.

17.1.3 Exemptions

This section does not apply to:

- A. Consolidation, elimination, or reconfiguration of one or more dwelling units within an existing structure, as long as all the resulting units remain as dwelling units after such consolidation, elimination, or reconfiguration, except as provided by (D) below. Conversion of a dwelling unit to a hotel or motel room shall not qualify for the exemption provided by this paragraph.

- B. Legally nonconforming dwelling units existing in zones which no longer permit residential uses.
- C. Property which has been ordered demolished by the City, pursuant to 17 M.R.S. § 2851, et seq., as amended, except where it is determined by the Building Authority that the deterioration was caused by neglect or lack of maintenance.
- D. Paragraph (A) above notwithstanding, the conversion to a nonresidential use of any dwelling units located on the ground floor of a building within a mixed-use zone.

17.1.4 Planning Authority approval required

Notwithstanding any other provision of this section, a proposal to demolish or to convert three or more dwelling units to a nonresidential use in a zone where such use is otherwise permitted must first obtain approval from the Planning Authority. In addition to any other requirements of the Land Use Code, the applicant must submit a statement certifying the number of dwelling units to be demolished or converted to nonresidential use, as well as a description of the characteristics of each of those units.

17.1.5 Tenant notification requirements

Prior to elimination as a result of demolition or conversion to nonresidential use, the owner shall:

- A. Provide the Planning Authority a list containing the name of each tenant currently residing in the dwelling units to be demolished or converted to nonresidential use, as well as verification of compliance with tenant notice requirements of this subsection.
- B. Deliver to each tenant who occupies such a dwelling unit a written notice to vacate the unit. The notice shall either be sent by certified mail, return receipt requested, or served in-hand.

The notice will grant the tenant not less than 90 days from the date of receipt of the notice to vacate the unit.

- C. File proof of service of the notice with the Planning Authority.

17.1.6 Housing replacement requirements

- A. The Planning Authority shall require, as a condition of approval, that an owner shall replace any dwelling units that are demolished or converted to nonresidential use.
- B. This requirement may be satisfied in any one of the following ways, which may be used in combination:
 1. *Construction of units.* The construction of housing units within a new structure or a new addition either on site or off-site.
 2. *Residential conversion.* The conversion of a nonresidential building to residential use.

17.1.7 Replacement unit requirement

In addition to the foregoing, all replacement units built pursuant to Subsection 17.1.6.B above shall:

- A. Be located within the same United States census block group as the parcel from which the dwelling units are being removed or within 1,500 feet of the dwelling units being removed.
- B. Not previously have been on the market as of the date of application.
- C. Be situated within a development which has not been a candidate for site plan approval as of the date of the application.
- D. Be comparable in size to the units replaced. For the purpose of this section, “comparable in size” means that the aggregate size of the replacement units will be no less than 80% of the size of the aggregate of the original units to be replaced and a similar bedroom mix.

17.1.8 Contribution to the Housing Trust Fund

- A. The applicant may meet the requirements of this housing replacement ordinance by depositing \$50,000 for each dwelling unit into the City's Housing Trust Fund.
- B. Beginning on January 1, 2004 and annually thereafter, the amount of the contribution shall be adjusted by multiplying this amount originally deposited for each unit by a fraction, the denominator of which shall be the "Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W")," U.S. City Average, "All Items Index," as published by the United States Bureau of Labor Statistics ("the index") for January 1, 2003 year, and the numerator of which shall be the index for the same month in each subsequent year. In the event that the index is not then in existence, the parties shall use such equivalent price index as is published by any successor governmental agency then in existence, or, if none, then by such nongovernmental agency as may then be publishing an equivalent price index, in lieu of and adjusted to the index. If the index shall cease to use 1982-84 equals 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the index, the base index shall be adjusted to conform to such change, using such computation thereof, if available, as shall be employed by the United States Department of Labor in computing same. Notwithstanding anything herein to the contrary, contributions made after January 1, 2004 shall not be less than the amount originally required to be deposited for each rooming or dwelling unit.

Owners or affiliates must post a performance guarantee in the form of a letter of credit, or other security acceptable to the City attorney, in the amount equivalent to the amount the applicant would have been required to contribute to the City's Housing Trust Fund if the applicant had chosen that option pursuant to Subsection 17.1.8. Such a performance guarantee shall be valid for no more than three years, after which the full amount due shall be provided to the City's Housing Trust Fund if replacement units satisfying the conditions of this housing replacement ordinance do not have certificates of occupancy.

17.1.10 Partial waiver of replacement requirements

- A. Any owner who has applied for site plan review for elimination or conversion to nonresidential use of dwelling units may apply to the Zoning Board of Appeals for a partial waiver from the housing replacement requirements of this section. Such waiver may be a downward adjustment of up to 50% of the owner's housing replacement obligation if the owner establishes to the board's satisfaction that:
 1. The proposed development is consistent with the Comprehensive Plan.
 2. The proposed development provides significant value and benefit to the immediate and surrounding neighborhood, including, but not limited to, community enhancement, social benefits or job creation.
 3. The applicant demonstrates with objective evidence that the imposition of the requirements of this section would impose such an economic burden upon the

17.1.9 Performance guarantee

project relative to its scope that it renders the project impossible to develop.

4. The requested relief does not constitute a grant of a special privilege inconsistent with the limitations upon similar properties.
- B. The Zoning Board of Appeals must make positive findings on each of the four criteria above in order for any such adjustment to be valid. An applicant aggrieved of a decision of the Zoning Board of Appeals may appeal a decision under this subsection pursuant to the provisions of Article 2.

17.1.11 Effect of other City ordinances

- A. Nothing in this section shall permit the demolition or conversion to nonresidential use of dwelling units in residential property protected by Article 16, except as permitted by that ordinance.
- B. A conditional zone may not be used to circumvent the application of this section. The terms of this section shall apply to any conditional zone which involves dwelling units affected by this section. Notwithstanding the foregoing, nothing herein shall be deemed to prevent the City and the applicant from agreeing to terms which exceed those imposed by this section by means of a conditional zone.

17.1.12 Appeals

Any applicant aggrieved by a decision of the Planning Authority under this section may appeal to the Zoning Board of Appeals within 30 days of that decision.

17.2 AFFORDABLE HOUSING

17.2.1 Purpose

It is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. Therefore, the purpose of this section is to offer incentives to developers to include units of affordable housing within development projects and to require the inclusion of affordable housing units in development projects in certain contexts. In so doing, this section will assist the city in meeting its comprehensive goals for affordable housing, in preventing the overcrowding and deterioration of the limited supply of affordable housing, and promote the health, safety, and welfare of its citizens.

17.2.2 Affordable housing incentives

- A. **Eligible projects.** Under this subsection, eligible projects shall include any development project:
 1. That is permissible under the provisions of this Land Use Code in the zone in which it is proposed.
 2. That creates new dwelling units, among which is at least one low-income or workforce housing unit for rent or sale, through new construction, substantial alteration of existing structures, adaptive reuse or conversion of a nonresidential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project.
- B. **Reduction of fees.** Notwithstanding any other provision of this Land Use Code or Chapter 6 to the contrary, development fees, including site plan review and inspection fees, subdivision review and inspection fees, impact fees,

TABLE 17-A: AFFORDABLE HOUSING FEE REDUCTIONS

% of New Units That are Low-Income or Workforce	Development Fee Discount	Cost of Work (Building Permit) Fees
10% up to but not including 15%	10% reduction	\$9.90 per \$1,000
15% up to but not including 20%	15% reduction	\$9.35 per \$1,000
20% up to but not including 25%	20% reduction	\$8.80 per \$1,000
25% or more	25% reduction	\$8.25 per \$1,000

administrative fees, and construction and permit fees as described in Chapter 6 of the City of Portland Code of Ordinances, shall be reduced by the City for an eligible project in the

TABLE 17-B: BONUSES FOR ELIGIBLE PROJECTS

% Low-income or Workforce Units	Density Permitted ¹
10-19%	1.1 x base
20-29%	1.25 x base
30-49%	1.3 x base
50-74%	2.5 x base
>75%	2.5 x base

¹ "Base" is the number of units allowed under the zoning without this bonus but with any other bonuses applied.

manner described in Table 17-A. Development fees do not include any fees charged for review conducted by any party other than the City.

- C. Expedited review.** The Planning Authority shall perform its review of an eligible project in as expedited a manner as is practical, without impairing the scope or thoroughness of the review. The Planning Authority may adopt administrative procedures to prioritize review of eligible projects and facilitate this expedited

review. The Planning Board shall make its best efforts to give priority in scheduling workshops and public hearings related to any plans or applications required for an eligible project that are within the Planning Board's jurisdiction, without impairing the scope or thoroughness of its review. At the conclusion of these public meetings, the Planning Board shall promptly issue a decision on all such plans and applications before it for consideration.

D. Density and height bonuses.

Notwithstanding any other provision of this Land Use Code to the contrary, in order to encourage low-income and workforce units in areas prioritized for growth, eligible projects as defined under Subsection 17.2.2 may avail themselves of the following options:

- 1. Density bonuses.** The maximum number of units that would otherwise be allowed under this Land Use Code shall be increased for an eligible project in the manner described in Table 17-B, applicable where residential is allowed as a permitted or conditional use in mainland zones.
- 2. Height bonuses.** In mixed-use zones, the TOD zones, and the RN-6, for eligible projects over ten units in size in which over 75% of units are low-income or workforce units, maximum heights as permitted under Article 7 shall be increased by 10 feet.
- 3. Unit size.** In order to be eligible for this subsection, the low-income and workforce housing units must meet Subsections 17.2.3(C)(2), (3), and (4).
- 4. Term of affordability.** Affordable units under this subsection shall be deed-restricted to remain affordable for 30

years or the longest term permitted under federal, state, and local laws, whichever is longer. Such deed restrictions shall be recorded in the Cumberland County Registry of Deeds.

17.2.3 Ensuring workforce housing

- A. Purpose.** Based on the City's Comprehensive Plan and the City's 2015 housing study, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this subsection is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.
- B. Applicability.** This subsection shall apply to site plan applications that create ten or more new dwelling units for rent or for sale through new construction, substantial alteration of existing structures, adaptive reuse or conversion of a nonresidential use to residential use, or any combination of these elements. This subsection shall not apply to projects that otherwise meet or exceed the standards of 17.2.3(C).
- C. Standards.** Development projects subject to this subsection shall meet to the following requirements:
1. At least 25% of the units in the project shall meet the definition of workforce housing unit for sale or for rent as defined in Article 3. The project shall have the option of paying a partial fee-in-lieu as per (5) below or providing an additional unit on-site for any fractional value.

2. Projects shall not be segmented to avoid compliance with these provisions.
3. Workforce units must be integrated with the rest of the development, must use a common entrance in the case of mixed market rate and workforce buildings, must

TABLE 17-C: MINIMUM TERM OF AFFORDABILITY FOR REQUIRED WORKFORCE UNITS

% of Workforce	
Units Provided	Minimum Term of Affordability
25%	30 years
50%	20 years
100%	10 years

provide no indication from the exterior or from areas inside the respective buildings that these units are workforce housing units, and must demonstrate general parity in unit design, finishes, and amenities between market and workforce units in the development. Applications shall include a narrative that addresses parity of workforce and market rate units, a description of workforce and market rate unit attributes and amenities, phasing if applicable, and integration into the respective building and site design.

4. Workforce units need not be the same size as other units in the development but the cumulative number of bedrooms in such units shall be no less than 25% of the total number of bedrooms in the development.
5. As an alternative to providing workforce housing units, projects may pay a fee-in-lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund. The fee for affordable units not provided

shall be \$150,000 per unit, adjusted annually in the same way as the fee under Subsection 17.1.8.

6. Workforce housing units for sale, if converted to workforce housing units for rent, shall become subject to the income limits and other requirements of such units.
 7. The term of affordability for the required 25% workforce units provided shall be defined as shown in Table 17-C.
 8. Projects shall be subject to an affordable housing agreement with the City of Portland, unless a project is otherwise subject to such an agreement requiring an equal or greater percentage of affordable units at an equal or lower income target level than required by this section.
- D. Density and height bonuses.** Projects that are subject to this subsection shall be eligible for density and height bonuses under Subsection 17.2.2(D).
- E. Implementation guidance.** The Housing & Economic Development Department shall provide guidance on income verification methods, affordable housing agreements, and subsequent monitoring requirements.
- F. Reporting to City Council.** In conjunction with the annual report on the Housing Trust Fund, the Planning Authority shall annually report on developments subject to this subsection, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this subsection in achieving its stated purpose.

17.2.4 Inclusionary zoning for hotel projects

- A. Purpose.** This subsection is based on City analysis, most specifically the analysis

documented in the Greater Portland Council of Government study *Proposed Hotel Linkage Fee: Supportable Range* dated ~~March 18~~^{August 29}, 20~~25~~¹⁸, that finds that new hospitality developments create a need for new affordable housing. This need is the result of the fact that hospitality developments necessarily create a number of jobs that do not pay employees at a rate sufficient to allow those employees to afford market-rate housing in the City of Portland.

- B. Hotel projects.** For the purposes of this subsection, hotel projects shall include any hotel as defined in Article 3 consisting of 10 or more guest rooms for rent to transient guests or to extended stay guests of up to six months. Any expansion of an existing hotel by 10 or more rooms within any five-year period will also be considered a hotel project.
- C. Low-income housing minimum.** All hotel projects shall provide one unit of low-income housing for rent in the City of Portland for every ~~1928~~ rooms in the hotel project, which shall meet the standards outlined in Subsections 17.2.3(C)(2), (3), and (4) and in the implementing regulations governing low-income units. Such units shall contain two bedrooms and be a minimum of 900 SF in floor area. This amount shall be rounded up to the nearest increment of ~~1928~~ rooms. These units shall be deed restricted for the longest period permitted by law, shall not be used for short-term rentals of less than 30 days, and must be provided with distinct entrances from the street to delineate them from the hotel itself.
- D. Fee-in-lieu alternative.** As an alternative to providing low-income housing units under Subsection 17.2.4(C) above, a hotel project may

pay a fee-in-lieu of \$~~9,5203,806~~ per hotel guest room. This amount shall be paid into the City's Housing Trust Fund and used for the purposes set forth in the ordinance and regulations applicable to that trust.

- E. Annual adjustments.** The amounts in Subsection 17.2.4(D) above shall be adjusted annually in the same way as the fee under Section 17.1.8.
- F. Implementation guidance.** The Housing & Economic Development Department shall provide guidance on income verification methods, affordable housing agreements, and subsequent monitoring requirements.

17.3 JILL C. DUSON HOUSING TRUST FUND

17.3.1 Purpose

The purpose of enacting this section is:

- A.** To establish a City of Portland Housing Trust Fund for the promotion, retention, and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the city.
- B.** To serve as a vehicle for addressing very low, low, and moderate income housing needs through a combination of funds as set out in this article.

17.3.2 Establishment of the Jill C. Duson Housing Trust Fund

The City Council shall establish a special revenue account under the name "City of Portland Jill C. Duson Housing Trust Fund" (Housing Trust Fund). Deposits into the fund shall include:

- A.** Contributions from the City's housing replacement ordinance under Subsection 17.1.8.
- B.** In-lieu fees under Subsections 17.2.3 and 17.2.5.

- C.** Funds appropriated to be deposited into the fund by vote of the City Council.
- D.** Voluntary contributions of money or other liquid assets to the fund.
- E.** Any federal, state, or private grant or loan funds provided to the fund.
- F.** Interest from fund deposits and investments.
- G.** Repayments of loans made from the fund.

17.3.3 Management of the trust fund

The City Manager, or their designee, shall serve as the manager of the Housing Trust Fund. The responsibilities of the manager, subject to the orders of the City Council, shall include:

- A.** Maintaining the financial and other records of the Housing Trust Fund.
- B.** Disbursing and collecting Housing Trust Fund monies in accordance with the Housing Trust Fund annual plan.
- C.** Monitoring the use of monies distributed to successful applicants for Housing Trust Fund support to assure on-going compliance with the purposes of the fund and the conditions under which these monies were granted or loaned.

17.3.4 Housing Trust Fund annual plan

- A.** Each fiscal year, the City Council shall adopt a Housing Trust Fund annual plan. The City Manager shall submit to the City Council a recommended Housing Trust Fund annual plan, utilizing the revenues of the Housing Trust Fund as well as any other funds the manager may propose as appropriate. The housing committee of the City Council or such other committee as the council shall designate shall conduct public hearings on the recommended

plan and refer the matter to the council for action.

- B.** The Housing Trust Fund annual plan shall include:
 - 1.** A description of all programs to be funded in part or in full by the Housing Trust Fund.
 - 2.** A description of how funds from the Housing Trust Fund will be distributed among very low-income, low-income and moderate-income households.
 - 3.** The amount of funds budgeted for programs funded in part or in full from the Housing Trust Fund.
- C.** Priority for the expenditure of funds collected pursuant to Section 17.1 shall be given to the creation of new housing stock, through either new construction or conversion of nonresidential buildings to residential use.

17.3.5 Distribution and use of the Housing Trust Fund's assets

- A.** All distribution of principal, interest, or other assets of the Housing Trust Fund shall be made in furtherance of the public purposes set out in Section 17.1.
- B.** During each year, the Housing Trust Fund shall disburse as grants or loans so much of the Housing Trust Fund's assets as the City Council in its discretion has approved in the Housing Trust Fund annual plan.
- C.** Funds shall not be used for City administrative expenses.
- D.** Funds shall not be used for property operating expenses or supporting services.
- E.** No grants or loans shall be awarded by the Housing Trust Fund to corporations, partnerships, or individuals who are delinquent at the time of application in the payment of

property taxes or other fees to the City of Portland, who have been convicted of arson, who have been convicted of discrimination in the sale or lease of housing under the fair housing laws of the State of Maine, or who have pending violations of current City electrical, plumbing, building, or housing codes or zoning ordinances.

17.3.6 Term of affordability

- A.** Whenever funds from the Housing Trust Fund are used for the acquisition, construction, or substantial rehabilitation of an affordable rental or cooperative unit, the City of Portland shall impose enforceable requirements on the owner of the housing unit that the unit remain affordable for the remaining life of the housing unit, assuming good faith efforts by the owner to maintain the housing unit and rehabilitate it as necessary. The remaining life of the housing unit shall be presumed to be a minimum of 30 years.
- B.** Whenever funds from the Housing Trust Fund are used for the acquisition, construction, or substantial rehabilitation of ownership housing, the City of Portland shall impose enforceable resale restrictions on the owner to keep the housing unit affordable for the longest feasible time, while maintaining and equitable balance between the interests of the owner and the interests of the City of Portland.
- C.** The affordability restriction requirements described in this subsection shall run with the land and the City of Portland shall develop appropriate procedures and documentation to enforce these requirements and shall record such documentation in the Cumberland County Registry of Deeds.

17.4 CONDOMINIUM CONVERSION

17.4.1 Purpose

The purpose of this section is to regulate the conversion of rental housing to condominiums, to minimize the potential adverse impacts of such conversion on tenants, to ensure that such converted housing is safe and decent, and to maintain a reasonable balance of housing alternatives within the city for persons of all incomes.

17.4.2 Applicability

This section shall apply to the conversion of any rental unit to a condominium unit. For the purposes of this section, developer shall mean any person or other legal entity, but not including an established lending institution unless it is an active participant in a common promotional scheme, who, whether acting as principal or agent, records a declaration of condominium that includes real estate, any portion of which was previously a rental unit.

17.4.3 Protection of tenants

A. Notice of intent to convert. A developer shall give to each tenant, meaning any occupant in lawful possession of a rental unit, whether by lease, sublease, or otherwise, written notice of intent to convert at least one 120 days before the tenant is required by the developer to vacate. If a tenant has been in possession of any unit within the same building for more than four consecutive years, the notice period shall be increased by 30 additional days for each additional year, or fraction thereof, to a

maximum of 240 additional days. The notice shall set forth specifically the rights of tenants under (A), (B), and (C) of this subsection and Subsection 17.4.4, and shall contain the following statement:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Department of Permitting & Inspections, City of Portland, 389 Congress Street, Portland, Maine 04101.

B. If the notice specifies a date by which the tenant is required to vacate, the notice may also serve as a notice of termination under the applicable law of forcible entry and detainer, if it meets the requirements thereof. The notice shall be hand delivered to the tenant or mailed, by certified mail, return receipt requested, postage prepaid, to the tenant at the address of the unit or such other address as the tenant may provide. The notice shall be effective when actually received. No tenant may be required by a developer to vacate without having been given notice as required herein, except for the reasons specified in the applicable law of forcible entry and detainer, and in accordance with the procedures thereof. The terms of a tenancy, including rent, may not be altered during the notice period, except as expressly provided in a preexisting written lease. If, within 120 days after a tenant is required by a developer to vacate, the developer records a

declaration of condominium without having given notice as required herein, the developer shall be presumed to have converted in violation of this article.

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

17.4.4 Relocation payments

If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two months, provided that this requirement shall not apply to any tenant whose gross income

exceeds 80% of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in Subsection 17.4.3. Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein.

17.4.5 Conversion permit

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

17.4.6 Variation by agreement

No provision of or right conferred by this Section 17.4 may be waived by a tenant, by agreement or otherwise, and any such waiver shall be void. Any attempt to require, encourage, or induce a tenant to waive any provision hereof, or right conferred hereby, shall be a violation of this article. Nothing herein shall be construed to void any term of a lease which offers greater rights than those conferred hereby.

17.5 RELOCATION OF DISPLACED TENANTS

17.5.1 Purpose

The purpose of this section is to encourage the retention of a diverse housing supply throughout the downtown and in areas readily accessible to the downtown, to ensure that persons displaced as the result of redevelopment of residential units to nonresidential uses within the B-3 Downtown Business zone are treated fairly and consistently, and to ensure that persons so displaced will be relocated at the reasonable expense of the developer to comparable housing at a location providing comparable access to services and amenities.

17.5.2 Notice and eligibility for relocation assistance

When a proposed development will result in the displacement of residents of an existing structure, the developer of the property shall give all tenants written notice as set forth below and shall provide relocation assistance as set forth below for any tenant whose gross income is 80% or less of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time the developer gives the tenant written notice of intent to cause removal of the residential unit. Such

written notice shall be given to the tenant at least 120 days before the tenant shall be required to vacate the premises and shall contain the following statement:

The developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101.

17.5.3 Relocation assistance for all tenants

The developer shall provide, upon demand, assistance to all tenants who will be displaced by the development in the form of referrals to other reasonable accommodations and in determining the tenants' eligibility for relocation payments as provided herein. The developer shall make relocation payments to eligible tenants in accordance with the schedule adopted by the City Council in Subsection 17.5.4.

17.5.4 Schedule of relocation payments for eligible tenants

The developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two months.

Order 77-24/25 Passage as amended: 6-2 on 11/04/2024 (Mayor Dion & Councilor Rodriguez-No, Councilor Fournier Absent)

Motion to waive second reading: Passed 7-1 (Dion-No, Fournier absent)

Motion to amend effective until date to 5/3/2024 if passed as an emergency and to send any changes made to the Planning Board. - Passed 7-1 (Dion-No, Fournier absent)

Motion to refer to HEDC Committee-Failed 3-5 (Sykes, Ali, Phillips, Trevorrow, Pelletier-No, Fournier absent)

Motion to pass as an emergency: Failed 6-2 (Dion & Rodriguez No, Fournier absent)

Effective 12/04/2024

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER ESTABLISHING A 180-DAY MORATORIUM ON NEW HOTEL PROJECTS
IN THE CITY OF PORTLAND**

WHEREAS, the City of Portland faces a critical shortage of affordable housing;

WHEREAS, in January 2019, by Order 134-18/19, the City Council adopted an inclusionary zoning ordinance for hotel projects as set forth in Section 18.2.5 of the City's Land Use Code (the "Hotel Inclusionary Zoning Ordinance"); and

WHEREAS, hotel projects create many jobs that do not pay employees at a rate sufficient to allow those employees to afford market rate housing in Portland, and the purpose of the Hotel Inclusionary Zoning Ordinance was to address that demand; and

WHEREAS, the Hotel Inclusionary Zoning Ordinance currently requires developers of hotel projects to provide one unit of low-income long-term rental housing for every 28 rooms in the hotel project or to pay a fee-in-lieu of such units to the Jill C. Duson Housing Trust Fund in the amount of \$4,692 for each guest room in the hotel project; and

WHEREAS, since 2019, nine hotel projects have been approved, are under review, are under construction, or have been constructed, including 801 guest rooms; and

WHEREAS, the developers of those hotel projects have provided no low-income long-term rental units and will generate only about \$3,556,000 in fees to the Jill C. Duson Housing Trust Fund; and

WHEREAS, the hotel projects that have been constructed since 2019 are projected to create approximately 489 jobs, many of which are expected to pay below 60% of the area median income; and

WHEREAS, hotel development continues to be robust and competes with housing development in Portland;

WHEREAS, the Hotel Inclusionary Zoning Ordinance has not been substantially changed since its initial passage in 2019 and is inadequate to prevent serious public harm caused by hotel development, including the lack of sufficient affordable housing for hotel employees employed at new hotels;

WHEREAS, a temporary 180-day prohibition on approval for new hotel projects is appropriate in order to allow the City time to review and amend the Hotel Inclusionary Zoning Ordinance as necessary to ensure that there is sufficient affordable housing for hotel employees and otherwise prevent a worsening of the housing crisis; and

WHEREAS, in the judgment of the City Council for the City of Portland, these facts create an emergency within the meaning of 30-A M.R.S. § 4356(1) (A) and the City Charter, requiring immediate action to prevent serious public harm; and

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, the Portland City Council hereby ordains that a Moratorium is imposed, effective immediately, on any and all applications and approvals for hotel projects, except that this Moratorium does not apply to any hotel projects that have any applications with the City or the Planning Board that are currently under review by the City or the Planning Board or that have already been approved by the City or Planning Board (the “Existing Hotel Projects”); and

BET IT ORDERED, that that no permit applications for any hotel project, other than the Existing Hotel Projects, shall be accepted, processed, or reviewed by the City or the Planning Board for the period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City’s Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this Moratorium is in effect, the City’s Housing and Economic Development Committee shall review the Hotel Inclusionary Zoning Ordinance and identify policy concerns for the Planning Board to consider in developing potential amendments to the ordinance for consideration by the City Council; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of necessary amendments to the Hotel Inclusionary Zoning Ordinance or June 2, 2025, unless extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid.

Order 177-24/25
Passage: 9-0 on 5/5/2025

Effective 5/15/2025

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER EXTENDING FOR 180 DAYS THE MORATORIUM ON NEW HOTEL
PROJECTS IN THE CITY OF PORTLAND ESTABLISHED BY ORDER 77-24/25**

WHEREAS, the City of Portland continues to face a critical shortage of affordable housing; and

WHEREAS, in January 2019, by Order 134-18/19, the City Council adopted an inclusionary zoning ordinance for hotel projects as set forth in Section 18.2.5 of the City's Land Use Code (the "Hotel Inclusionary Zoning Ordinance"); and

WHEREAS, hotel projects create many jobs that do not pay employees at a rate sufficient to allow those employees to afford market rate housing in Portland, and the purpose of the Hotel Inclusionary Zoning Ordinance was to address that demand; and

WHEREAS, the Hotel Inclusionary Zoning Ordinance currently requires developers of hotel projects to provide one unit of low-income long-term rental housing for every 28 rooms in the hotel project or to pay a fee-in-lieu of such units to the Jill C. Duson Housing Trust Fund in the amount of \$4,692 for each guest room in the hotel project; and

WHEREAS, since 2019, nine hotel projects have been approved, are under review, are under construction, or have been constructed, including 801 guest rooms; and

WHEREAS, the developers of those hotel projects have provided no low-income long-term rental units and will generate only about \$3,556,000 in fees to the Jill C. Duson Housing Trust Fund; and

WHEREAS, the hotel projects that have been constructed since 2019 are projected to create approximately 489 jobs, many of which are expected to pay below 60% of the area median income; and

WHEREAS, hotel development continues to be robust and competes with housing development in Portland; and

WHEREAS, the Hotel Inclusionary Zoning Ordinance has not been substantially changed since its initial passage in 2019 and is inadequate to prevent serious public harm caused by hotel development, including the lack of sufficient affordable housing for hotel employees employed at new hotels; and

WHEREAS, a 180-day prohibition on approval for new hotel projects was approved by Order 77-24/25 on November 4, 2024 to allow the City time to review and amend the Hotel Inclusionary Zoning Ordinance as necessary to ensure that there is sufficient affordable housing for hotel employees and otherwise prevent a worsening of the housing crisis; and

WHEREAS, as required by Order 77-24/25, the City's Housing and Economic Development Committee met on April 15, 2025 and received a presentation from Planning staff outlining potential amendments to the Hotel Inclusionary Zoning Ordinance; and

WHEREAS, Planning staff anticipate presenting proposed amendments to the Planning Board in June 2025; and

WHEREAS, the existing Moratorium is scheduled to expire on June 2, 2025, prior to consideration of proposed amendments by the Planning Board and City Council; and

WHEREAS, the conditions that gave rise to the original moratorium persist, and the City is actively working to address them by pursuing amendments in accordance with the process initiated by Order 77-24/25.

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, the Portland City Council hereby extends the existing Moratorium for an additional one hundred and eighty (180) days through November 29, 2025, effective immediately, on any and all applications and approvals for hotel projects, except that this Moratorium does not apply to any hotel projects that have any applications with the City or the Planning Board that are currently under review by the City or the Planning Board or that have already been approved by the City or Planning Board (the "Existing Hotel Projects"); and

BE IT ORDERED, that no permit applications for any hotel project, other than the Existing Hotel Projects, shall be accepted, processed, or reviewed by the City or the Planning Board for the extended period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City's Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this extended Moratorium is in effect, the City's Housing and Economic Development Committee, with the assistance of

Housing and Economic Development and Planning staff, shall continue to review the Hotel Inclusionary Zoning Ordinance and identify policy concerns for the Planning Board to consider in developing potential amendments to the ordinance for consideration by the City Council; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of necessary amendments to the Hotel Inclusionary Zoning Ordinance or November 29, 2025, unless further extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid.

**DRAFT MINUTES FROM
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
HELD ON 4/15/2025 RE HOTEL INCLUSIONARY ZONING ORDINANCE**

Item #2: Discussion: Hotel Inclusionary Zoning Ordinance and identify policy concerns for the Planning Board to consider in developing potential amendments to the Ordinance for consideration by the City Council

Kevin Kraft presented the history, background, and development trends related to the City's hotel inclusionary zoning ordinance. Nell Donaldson presented GPCOG's Nexus and Linkage Fee Study.

According to lodging license data from the Maine Department of Health and Human Services, there are currently 41 licensed lodging places in the City of Portland, with approximately 3,500 total rooms. 68% of these hotels have been developed since 2000, with 18 (44%) having been developed since 2010. In 2019, the City proposed and established a hotel inclusionary zoning ordinance. In the case of the City's IZ policy, a linkage fee study was completed in 2018 to document the nexus between hotel development and demand for affordable housing. The current linkage fee-in-lieu is \$4,831 per guest room. When the hotel policy was created, it was also the intent that the linkage fee would be periodically updated. In early 2025, City staff requested an updated fee-in-lieu analysis from GPCOG. Based on available data sources, GPCOG supplies three possible update fee-in-lieu figures based on three alternative rental cost date sources. These figures range from \$9,520 to \$10,620 to \$13,731 per room, depending on the rent date source used.

Staff is providing three options on moving forward. With committee guidance, staff is recommending the hotel moratorium be extended to allow time for staff to draft proposed Land

Use Code revisions for Planning Board review (in May/June) and eventually for consideration by the full City Council (in June/July).

The Committee held a discussion regarding the study methodology, and intended outcomes. Questions regarding the linkage fee, wage rates, number of hotel employees in Portland, creating housing affordable for hotel employees, and other methods to measure how to address the housing crisis were discussed. The Committee also noted that to create municipal led public housing, there would need to be a massive, revolving housing trust fund. Staff asked the Committee for their goal for the Hotel Inclusionary Zoning ordinance - is it to create the housing units required in the ordinance or is it to support investment into the Housing Trust Fund to leverage funding to create a greater amount of affordable housing?

Councilor Sykes noted the benefits of municipal led public housing is greater efficiency when compared to developers in the private market, and for that reason, leans towards trying to get a larger fee (that is more in line with what it costs to create housing) and try to capitalize a fund the City could use to produce publicly-owned housing.

Councilor Phillips indicated she would like to meet with the Planning Department.

Councilor Michniewicz asked staff to discuss their recommendation for option 2 (“raise IZ fee-in-lieu and reduce applicable threshold”).

Staff noted the current fee-in-lieu has not discouraged hotel development, so there is the thought there is room to increase the fee. Also, the current fee was calculated based on data from at least 2018 or earlier, so there is needed updating. Recalibrating the fee includes considering the impact on local developers. The fee should not be set so high that the unintended consequence is limiting the pool of developers from local and large commercial developers to only large commercial developers. Reducing the threshold from applying to projects that include

ten or more guest rooms would maintain consistency with changes made during ReCode.

Councilor Sykes indicated she leans towards option 2, but thinks the fee is far too low. The fee should be at a place that does not completely disincentivize hotel development. Larger corporations that are building hotels are probably in a place that is much easier for them to absorb the fee-in-lieu. Therefore, maybe tier the fee on the cost of the hotel room or ask the developer what the rate would be to rent a room for a week and then have that be the fee-in-lieu.

The Committee held a discussion on directing staff on how to proceed. Staff will implement the changes requested by the Committee, then bring the revised proposal to the Planning Board who would then make a recommendation to the City Council for consideration.

To allow the time necessary to conduct this work and hold the public hearings, the Committee directed staff to bring an extension request to the City Council to extend the moratorium from ending on June 2 to ending an additional six months from that date.

Councilor Ali opened the meeting to public comment. Seeing no one, the public comment period was closed.

On a motion by Council Sykes, seconded by Councilor Michniewicz, the Committee voted 4-0 to recommend to the City Council extension of the current 180-day moratorium on new hotel projects and expansions to allow time for a review of the Hotel Inclusionary Zoning ordinance.



Staff Memo To:

Housing & Economic Development Committee
Councilor Pious Ali, Chair

MEETING DATE

April 15, 2025

AGENDA ITEM

Agenda Item 2 – Hotel Inclusionary Zoning Ordinance

PURPOSE

An initial discussion on the history, background, and development trends related to the City’s hotel inclusionary zoning ordinance, with the committee providing direction on next steps.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

On December 16, 2024, the City Council established its 2025 Common Goals, outlining policy priorities and guiding the development of Council committee work plans. The Housing & Economic Development Committee (HEDC) identified the review and potential revision of the hotel inclusionary zoning ordinance (Chapter 14, Section 17.2.4) as a policy matter aligned with Council Common Goal #2: *“The Council will work to implement solutions to the housing crisis, including building more working class housing, improved support for the unhoused community such as an overdose prevention center as well as continued support for warming shelters. Additionally conduct independent assessment of Efficiencies, Outcomes, and Expenditures.”*

At its [January 21, 2025](#) meeting, the HEDC established its 2025 work plan, which includes reviewing and considering potential revisions to the City’s existing hotel inclusionary zoning ordinance.

BACKGROUND/ANALYSIS

On November 4, 2024, the City Council passed Order 77-24/25 (6-2, Mayor Dion & Councilor Rodriguez – No, Councilor Fournier Absent) (Attachment A) establishing a 180-day moratorium on new hotel projects in the City of Portland. The moratorium went into effect on December 4, 2024 and is set to expire on June 2, 2025.

Portland’s Hotel Inventory & Development Trends

According to lodging license data from the Maine Department of Health and Human Services, there are currently 41 licensed lodging places in the City of Portland, with approximately 3,500 total rooms. 68% of these hotels have been developed since 2000, and 18 (44%) have been developed since 2010.

History of Hotel IZ policy

In 2019, the City proposed and established a hotel inclusionary zoning (IZ) ordinance. The requirement applies to hotel projects with 10 or more rooms and any hotel expansions of 10 or more rooms within any five-year period. To meet the requirement, hotel projects can provide one unit of low-income housing for rent within the city for every 28 hotel rooms. Portland considers a low-income housing unit to mean one that is rented to households earning 80% AMI or less. The other alternative is for a hotel project to pay a linkage fee (fee-in-lieu) with a 2019 basis of \$3,806 per room, which is deposited into the City's Housing Trust Fund at the time the Certificate of Occupancy is issued. The linkage fee is adjusted annually; the 2025 hotel inclusionary fee-in-lieu is \$4,831 per guest room.

The impetus for the creation of a hotel inclusionary zoning ordinance was a steady rise in hotel/inn/motel development between 2012 and 2018. Local and national data indicated that job creation in the hospitality industry would involve a considerable amount of workforce households at average wage rates below what was required to afford housing in Portland at the time. As a result of the specifics of the industry's profile and anticipating an increase in hotel/inn/motel development in the coming years, the hotel inclusionary zoning ordinance was adopted on January 23, 2019, Order 134-18/19 (Attachment B) and became effective on February 22, 2019.

Hotel development post IZ policy

Since adoption of the ordinance in 2019, 14 projects have been approved. Of the 14 projects three hotel projects approved in that timeframe were not subject to hotel inclusionary zoning requirements (Table 1). One project was too small (<10 rooms) to trigger the requirement and the other two were products of approved master development plans (Thompsons Point and Portland Foreside), which gave them pending proceeding status under the pre-inclusionary zoning code.

Table 1: Approved Hotel Projects Exempt From Hotel IZ Regulations				
Address	Common Name	Approval Year	Total Rooms	Status
148 Coveside Drive	Diamond Cove	2024	8	Approved
Thompson's Point	Forefront Hotel	2023	148	Under Construction
58 Fore Street	Portland Foreside	2023	128	Approved
Total	3		284	

Of the 11 remaining projects (Table 2), four have been constructed and completed, resulting in a combined total of 223 rooms. Each of these projects elected to contribute to the Housing Trust Fund, generating a total of \$834,373 in contributions. Two additional projects are currently under construction: The Docent's Collection at 178–184 Middle Street, which will contain 19 rooms and contribute \$86,602 into the Housing Trust Fund and 215 Commercial Street, which will contain 15 rooms and contribute \$70,380 into the housing trust fund. Both are smaller-scale renovations of

former office spaces in the Old Port. The remaining five projects have received approval but have not yet begun construction. If built, the five remaining projects would add an additional 623 new rooms. If all 11 projects are constructed as approved, they would collectively generate approximately \$3.8 million in contributions to the Housing Trust Fund and 880 hotel rooms.

Table 2: Approved Hotel Projects Subject To Hotel IZ Regulations					
Address	Common Name	Approval Year	Total Rooms	Fee-in-lieu	Status
*121 Middle Street	Docent's Collection	2019	26	\$72,314	Construction Complete
1 Center Street	Canopy by Hilton	2019	135	\$513,810	Construction Complete
754 Congress Street	The Longfellow Hotel	2020	48	\$182,688	Construction Complete
54 York Street	The Weldon Hotel	2024	14	\$65,562	Construction Complete
178-184 Middle Street	Docent's Collection	2023	19	\$86,602	Under Construction
215 Commercial Street	-	2024	15	\$70,380	Under Construction
477 Congress Street	Time & Temperature	2023	181	\$849,252	Approved
1060 Westbrook Street	Hyatt Jetport	2024	119	\$558,348	Approved
465 Congress Street	Monument Hotel	2024	92	\$431,664	Approved
385 Congress Street	Fathom	2023	179	\$815,882	Approved
245 Commercial Street	Portland Harbor Hotel Expansion	2024	52	\$243,984	Approved
TOTAL	11		880	\$3,890,486	

121 Middle Street – Awaiting fee-in-lieu payment for 7 additional rooms, which are included in the total room count.

In terms of location, of the 14 projects approved since the implementation of the Hotel IZ policy, approximately 57%, a total of eight projects (699 rooms) are located in the City's B-3 Downtown Business zone. This zone spans from roughly Franklin Street to State Street and includes the Old Port, Arts District, and abuts the waterfront areas recognized as the region's core for arts, culture, commerce, and civic life, where hotel development is both anticipated and encouraged. For comparison, between 2019 and 2024, the City also approved 1,695 residential dwelling units within the B-3 zone, reflecting strong and balanced growth in both hotel and residential

development. This trend aligns with the goals outlined in *Portland's Plan 2030*, which reinforces downtown as the region's primary hub of activity for the region.

The remaining hotel projects are also located in areas where hotel development is generally expected. Two projects are in the B-5 zone—one at Thompson's Point and the other at 54 York Street, just outside the B-3 zone near Commercial Street and the Old Port/Waterfront Central neighborhoods. One project, part of the master development plan for the Portland Foreside mixed-use development, is located in the B-6 zone in the Eastern Waterfront. Another is situated in the Airport Business (A-B) zone, an area commonly associated with airport-related uses and business travel. Finally, one project was approved as part of a contract zone on Great Diamond Island.

Approved Hotel Projects by Zone (2019–2024)		
Zone	Total Hotel Projects	Total Rooms Approved
B-2b	1	48
B-3	8	699
B-5	2	162
B-6	1	128
A-B	1	119
Contract Zone	1	8
TOTAL	14	1,164

In terms of size, there is no clear evidence of a significant trend toward smaller hotel projects (<10 rooms) as a means of avoiding Hotel IZ requirements. The average size of hotels operating prior to the adoption of the IZ policy was 89 rooms, compared to an average of 83 rooms for hotels approved since its implementation. Only one project approved since 2019 has been under 10 rooms. However, a notable emerging trend in hotel development is the rise of smaller-scale hotels with fewer than 30 rooms, offering an alternative to traditional accommodations. These boutique-style properties typically feature apartment-style suites with fully equipped kitchens, separate dining and living areas, and private bedrooms. They often operate with limited on-site staff, minimal amenities, and rely on mobile check-ins and lacking a centralized reception area. Four such projects—121 Middle Street, 178–184 Middle Street (Docent's Collection), 215 Commercial Street, and 54 York Street (The Weldon Hotel)—fit this model. While these developments were still required to comply with Hotel IZ regulations, they reflect a growing and distinct segment of the hospitality market that tend to operate more in the vein of short term rentals.

ReCode Zoning Changes

As part of the City's ReCode initiative, adopted by the City Council on November 4, 2024, new hotels are now prohibited in the B-1, B-2b, and TOD-1 zones. The purpose of these zones is to support neighborhood- and community-oriented retail, business, and service establishments within a more urban development pattern. They are intended to foster mixed-use development and moderate- to high-density housing in urban neighborhoods that align with the City's investment in high-frequency transit infrastructure, encouraging walking, biking, and public transit use. By prohibiting hotels in these zones, the City prioritizes housing and mixed-use developments and directs hotels to designated areas better suited for such uses.

ReCode also included changes to the definition of "hotel" within the land use code. These changes were designed to more clearly define hotels as multi-room commercial facilities with centralized reception, management, and cleaning services, and to address the emerging trend toward non-traditional forms of hotel development more akin to short-term rentals.

Inclusionary Zoning Fee-in-Lieu Assumptions

Linkage fees are often used by cities as a way to offset the impacts of new development. Before establishing a linkage fee, communities typically conduct a study that formally and systematically establishes the nexus, or the 'link,' between new development and the fee's purpose. In the case of the city's hotel IZ policy, a linkage fee study was completed in 2018 to document the nexus between hotel development and demand for affordable housing (Attachment C). The basic principle of the study, which was conducted by the Greater Portland Council of Governments (GPCOG), is that new hotel development creates new jobs and attracts new households to fill those jobs, and that new affordable housing is necessary to accommodate them.

When the hotel policy was created, it was also the intent that the linkage fee would be periodically updated. Although no specific timeframe was established for these updates and in anticipation of upcoming discussions regarding the current Hotel IZ fee amounts, City staff requested an updated fee-in-lieu analysis from GPCOG in early 2025 (Attachment D). It is important to note that GPCOG's current work did not include an evaluation of the 2018 fee study methodology, but instead simply replicated the original methodology using current day income and housing cost assumptions. In almost all cases, the current study used the same data sources as the 2018 study; the one exception was for housing cost data, where the original data source was no longer available. Because of this change in the availability of data, GPCOG supplied three possible updated fee-in-lieu figures, reflecting three estimated affordability gaps based on three alternative rental cost data sources (the City of Portland Rent Board reports, American Community Survey, or HUD Fair Market Rent). These figures range from \$9,520 to \$10,620 to \$13,731 per room, depending on the rent data source used.

For purposes of comparison, staff conducted an initial analysis of the potential impact of these three possible fees, based on an average sized hotel in the City of Portland of 85 rooms. Under the possible fees, the total inclusionary zoning contribution for a hotel of this size would range from \$809,164 to \$902,720 to \$1,167,120. The total contribution for an 85 room hotel at the 2025 hotel IZ figure of \$4,831 per room would be \$410,635.

NEXT STEPS:

If the summary and recommendations for changes to the existing Hotel IZ ordinance align with the committee's and City Council's priorities, the City can proceed in several possible directions:

1. **Option 1 - Raise IZ fee-in-lieu:** This option would increase the hotel IZ fee-in-lieu based on the estimated affordability gap identified in the 2025 GPCOG study. Staff seeks committee direction on the preferred fee amount based on the rent data source used. Based on the Council's direction, the housing unit per room requirement within hotel inclusionary zoning policy would also be adjusted.
2. **Option 2 - Raise IZ fee-in-lieu & reduce applicability threshold:** In addition to raising the hotel IZ fee-in-lieu based on the estimated affordability gap from the GPCOG study, this option would amend the definition of a "Hotel project" to apply to any size hotel, rather than the current requirement of only applying to projects that include 10 or more guest rooms. Based on the Council's direction, the housing unit per room requirement within hotel inclusionary zoning policy would also be adjusted.
3. **Option 3 - Maintain existing fee-in-lieu & reduce applicability threshold:** This option would retain the existing hotel IZ fee-in-lieu while reducing the applicability threshold. The definition of a "Hotel project" would be amended to include any hotel, rather than only those with 10 or more guest rooms. As in Option 2, the threshold of >10 rooms would be removed, making the IZ requirements applicable to all hotel projects. Based on the Council's direction, the housing unit per room requirement within hotel inclusionary zoning policy would also be adjusted.

FISCAL IMPACT

The hotel IZ policy has resulted in \$834,374 in contributions to the housing trust fund, with just over \$3 million in anticipated revenues from approved projects pending construction. The fee-in-lieu amount is adjusted annually. If the fee is updated to more accurately reflect current incomes and housing costs, assuming that hotel development trends hold steady, contributions to the housing trust fund could be expected to increase significantly.

CONCLUSION(S)

This item is for discussion and direction. If the committee supports the presented options and provides additional guidance on revisions, staff recommends that the hotel moratorium be extended to allow time for staff to draft proposed Land Use Code revisions. These revisions would then be reviewed by the Planning Board, which will provide a recommendation on a text amendment to update the Hotel Inclusionary Zoning ordinance for consideration by the full City Council. Following the Planning Board's recommendation, the amendment will move forward to the full City Council for consideration and final decision.

PRIOR COMMITTEE REVIEW

N/A

PREPARED BY

Kevin Kraft, AICP
Director
Planning & Urban Development

Nell Donaldson
Director of Special Projects
Planning & Urban Development

ATTACHMENTS

Attachment A – Hotel Moratorium Order 77-24/25

Attachment B – Hotel IZ Ordinance Order 134-18/19

Attachment C – GPCOG Linkage Study 2018

Attachment D – GPCOG Linkage Study 2025

Attachment E – Hotel IZ Ordinance – Chapter 14

Order 77-24/25 Passage as amended: 6-2 on 11/04/2024 (Mayor Dion & Councilor Rodriguez-No, Councilor Fournier Absent)

Motion to waive second reading: Passed 7-1 (Dion-No, Fournier absent)

Motion to amend effective until date to 5/3/2024 if passed as an emergency and to send any changes made to the Planning Board. - Passed 7-1 (Dion-No, Fournier absent)

Motion to refer to HEDC Committee-Failed 3-5 (Sykes, Ali, Phillips, Trevorrow, Pelletier-No, Fournier absent)

Motion to pass as an emergency: Failed 6-2 (Dion & Rodriguez No, Fournier absent)

Effective 12/04/2024

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER ESTABLISHING A 180-DAY MORATORIUM ON NEW HOTEL PROJECTS
IN THE CITY OF PORTLAND**

WHEREAS, the City of Portland faces a critical shortage of affordable housing;

WHEREAS, in January 2019, by Order 134-18/19, the City Council adopted an inclusionary zoning ordinance for hotel projects as set forth in Section 18.2.5 of the City's Land Use Code (the "Hotel Inclusionary Zoning Ordinance"); and

WHEREAS, hotel projects create many jobs that do not pay employees at a rate sufficient to allow those employees to afford market rate housing in Portland, and the purpose of the Hotel Inclusionary Zoning Ordinance was to address that demand; and

WHEREAS, the Hotel Inclusionary Zoning Ordinance currently requires developers of hotel projects to provide one unit of low-income long-term rental housing for every 28 rooms in the hotel project or to pay a fee-in-lieu of such units to the Jill C. Duson Housing Trust Fund in the amount of \$4,692 for each guest room in the hotel project; and

WHEREAS, since 2019, nine hotel projects have been approved, are under review, are under construction, or have been constructed, including 801 guest rooms; and

WHEREAS, the developers of those hotel projects have provided no low-income long-term rental units and will generate only about \$3,556,000 in fees to the Jill C. Duson Housing Trust Fund; and

WHEREAS, the hotel projects that have been constructed since 2019 are projected to create approximately 489 jobs, many of which are expected to pay below 60% of the area median income; and

WHEREAS, hotel development continues to be robust and competes with housing development in Portland;

WHEREAS, the Hotel Inclusionary Zoning Ordinance has not been substantially changed since its initial passage in 2019 and is inadequate to prevent serious public harm caused by hotel development, including the lack of sufficient affordable housing for hotel employees employed at new hotels;

WHEREAS, a temporary 180-day prohibition on approval for new hotel projects is appropriate in order to allow the City time to review and amend the Hotel Inclusionary Zoning Ordinance as necessary to ensure that there is sufficient affordable housing for hotel employees and otherwise prevent a worsening of the housing crisis; and

WHEREAS, in the judgment of the City Council for the City of Portland, these facts create an emergency within the meaning of 30-A M.R.S. § 4356(1) (A) and the City Charter, requiring immediate action to prevent serious public harm; and

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, the Portland City Council hereby ordains that a Moratorium is imposed, effective immediately, on any and all applications and approvals for hotel projects, except that this Moratorium does not apply to any hotel projects that have any applications with the City or the Planning Board that are currently under review by the City or the Planning Board or that have already been approved by the City or Planning Board (the “Existing Hotel Projects”); and

BET IT ORDERED, that that no permit applications for any hotel project, other than the Existing Hotel Projects, shall be accepted, processed, or reviewed by the City or the Planning Board for the period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City’s Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this Moratorium is in effect, the City’s Housing and Economic Development Committee shall review the Hotel Inclusionary Zoning Ordinance and identify policy concerns for the Planning Board to consider in developing potential amendments to the ordinance for consideration by the City Council; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of necessary amendments to the Hotel Inclusionary Zoning Ordinance or June 2, 2025, unless extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid.

EXHIBIT B

Order 134-18/19

Passage: 9-0 on 1/23/2019

Effective 2/22/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: HOTEL PROJECT INCLUSIONARY ZONING**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Chapter 14, Sections 14-484, 14-485 and 14-488.1 is
hereby amended to read as follows:*

Sec. 14-484. Purpose.

It is in the public interest to promote an adequate supply of affordable housing for the city's residents. The purpose of this division therefore is to offer incentives to developers to include units of affordable housing within development projects, thereby mitigating the impact of market rate housing construction, or the demonstrated increase in affordable housing needs resulting from the creation of new lower-income jobs, on the limited supply of available land for suitable housing and helping to meet the housing needs of all economic groups within the city. The city believes that this division will assist in meeting the city's comprehensive goals for affordable housing, in the prevention of overcrowding and deterioration of the limited supply of affordable housing, and by doing so promote the health, safety and welfare of its citizens.

...

Sec. 14-485. Definitions.

...

Eligible project means a development project:

...

- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Hotel Project is any hotel, inn or motel, as defined in Section 14-47 of Chapter 14 of the Portland City Code, consisting of 10 or more guest rooms for rent. Any such development that exists prior to the effective date of this Section but expands by 10 or more rooms within any 5 year period will also be considered a hotel project.

...

14-488.1 Inclusionary Zoning for Hotel Projects

(a) **Purpose:** This section is based on City analysis, most specifically the analysis documented in the Greater Portland Council of Government study "Proposed Hotel Linkage Fee: Supportable Range" dated August 29, 2018, that finds that new hospitality developments create a need for new affordable housing. This need is the result of the fact that hospitality developments necessarily create a number of jobs that do not pay employees at a rate sufficient to allow those employees to afford market-rate housing in the City of Portland.

(b) **Hotel Projects Conditional Uses:** Notwithstanding anything to the contrary in Chapter 14, all hotel projects are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this Section 14-489.

(c) **Low Income Housing Minimum.** All hotel projects shall provide one unit of Low Income Housing for rent in the City of Portland for every 28 rooms in the hotel project which shall meet the standards outlined in Section 14-487 and in the implementing regulations governing Low Income Units. This amount shall be rounded up to the nearest increment of 28 rooms. These units shall be deed restricted for the longest period permitted by law; shall not be used for Short Term Rentals of less than 30 days; and must be provided with distinct entrances from the street to delineate them from the hotel itself.

(d) **Fee-in-Lieu Alternative:** As an alternative to providing Low Income Housing units under subsection (c) above, a Hotel Project may pay a fee-in-lieu of \$3,806 per hotel guest room. This amount shall be paid into the City's Housing Trust

and used for the purposes set forth in the ordinance and regulations applicable to that trust.

(e) **Annual Adjustments:** The amounts in (d) above shall be adjusted annually in the same way as the fee under Division 29 for Housing Replacement.

(f) **Regulations:** The Planning Board may promulgate implementing regulations based on this ordinance.

(g) **Applicability:** Notwithstanding the provisions of 1 M.R.S. § 302, Sec. 14-489 shall apply retroactively and include any and all actions and proceedings pending on September 26, 2018 or thereafter.

To: Jeff Levine, Planning & Urban Development Director
From: Stephanie Carver, GPCOG Planning Director
Date: 8/29/18
RE: Proposed Hotel Linkage Fee: Supportable Range

This memo has been expanded and updated based on additional data provided by the Maine Innkeepers Association.

Introduction

The City of Portland's Department of Planning & Urban Development is examining the feasibility of a proposal for assessing hotel linkage fees that would recover the cost of producing housing that is affordable for hotel employees. The purpose of this memo is to provide information to the City regarding the use of linkage fees for this purpose and outline a potential methodology for the calculation of a fee.

We have used the best available data to demonstrate how this methodology could be used to estimate a potential hotel linkage fee, but this does not constitute a recommendation from GPCOG as to the amount the City of Portland should charge for the hotel linkage fee nor is it a recommendation for the City of Portland to enact a hotel linkage fee ordinance.

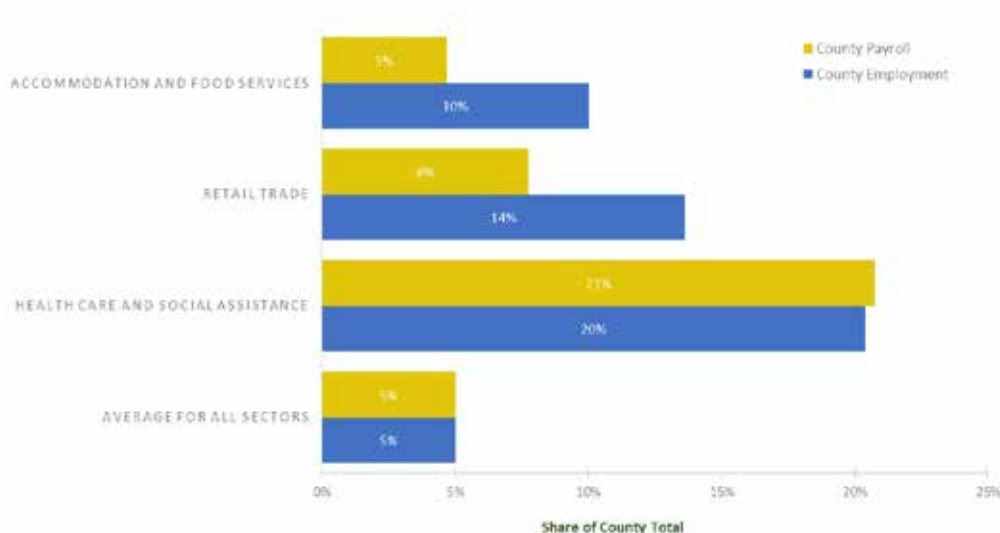
Background

Linkage fees are fees that cities may choose to implement to help mitigate the impact of new commercial development on the demand and availability of affordable housing. Prior to implementing a fee policy, communities often conduct a study to identify the connection, or “nexus” between new commercial development and the need for additional affordable housing. It is assumed that new commercial development contributes additional workers to a city’s workforce and adds new worker households. In many industries, a percentage of these households do not make enough to live and work in the same city. Looking outside the city to find affordable housing often results in longer commute times and higher transportation costs. If implemented, a linkage fee is typically charged to a developer as a condition of approval and it is assessed based on total square footage or number of units in the development.

The City's Comprehensive Plan identifies the increasing demand for affordable housing as an emerging issue and sets a goal of pursuing “policies to enable people who work in Portland to have the option to live in Portland.” To be considered affordable, housing should consume no more than 30% of a household’s income including rent, mortgage, utilities and other household related costs. Of the 1,130 housing units that were permitted and/or built in Portland between 2010 to 2014,

including apartments, condominiums and single-family homes, just 29% were offered at a rent or sales price affordable to a household earning the median incomeⁱ.

CUMBERLAND COUNTY EMPLOYMENT 2016



Source: US Census County Business Patterns, 2016

The Maine Office of Tourism estimates over 6 million tourists visited Portland in 2017. Hotel development is steadily increasing, with 1,811,050 square feet of hotel development - representing 2,647 units - currently in operation throughout the City. According to the US Census, the accommodation and food service sector is the third largest share of employment in Cumberland County, representing 10% of the County's workforce but only 5% of the County's payroll.

According to the Maine State Housing Authority the average rent (including utilities) for a two-bedroom apartment in Portland is \$1,053 per month, and the household income needed to afford the average rent in Portland is \$42,111 per year. However, this is the average rent paid by existing renters in Portland and new households moving to Portland will pay the current market rate, which is generally higher than the average rent. As of June 15, 2018, there are roughly 60 two-bedroom apartments listed for rent in Portland on Zillow, with monthly rents ranging between \$1,300-\$3,500. One third of those apartments are listed with rents between \$1,500 and \$2,000, and another third of those apartments are listed for more than \$2,000 per month. Therefore, a new household moving to Portland will expect to pay between 120%-330% of the average rent to live in the City.

There are a range of estimates available regarding the average wages of a full-time employee in this sector, and all are well below the household income needed to afford housing in Portland. According to the US Census, the average Cumberland County employee in this sector earns \$312 a week or \$16,227 per year. The Maine Department of Labor (DOL) estimates the median income for a full-time

Cumberland County employee in this sector to be significantly higher, \$24,908 per year. Additionally, as of 2017 the minimum wage in Portland is \$10.68/hour, so a full-time employee making this salary would earn an annual income of \$22,214. This affordability gap may force accommodation workers employed in Portland to seek housing outside of Portland.

Data

The minimum justified fee per square footage of hotel development outlined in this memo is based on data from both the US Census American Community Survey (ACS), and wage data from the Maine Department of Labor (DOL).

The US Census American Community Survey (ACS) data in this memo was used because it is the most comprehensive and consistent data source for demographic and economic characteristics of the population in GPCOG's service area. However, there are some limitations to the ACS data. First, it is 5-year sample data because this is the only data consistently available at the municipal, county, and state level. The drawback to using data pooled over five years is it averages out any short-term changes in income due to economic cycles or Portland's more recent minimum wage increase. Second, the median earnings reported by the ACS are based on what individuals report for their earnings regardless of whether they work full-time or part-time. As a result, these earnings may be skewed lower by individuals who work part-time, which may be more common for employment in the retail, food service, or accommodation sectors.

To balance these limitations, the median weekly wage data from the Maine DOL was also included in the analysis. The Maine DOL wage data is from the Quarterly Census of Employment and Wages (QCEW), which is based on employment and wage data reported to the Unemployment Insurance (UI) of the United States. The Maine DOL data also has some limitations. First, the data are only available at the industry level, so it is not possible to calculate the affordability gap for different occupations in the hotel sector. Second, the average weekly wage reported by the QCEW also does not differentiate between full-time and part-time employment. As a result, the weekly wage data reported by the Maine DOL may be skewed both by higher wage occupations and by part-time employment. The average weekly wage reported by Maine DOL was used to calculate yearly income based on full-time employment. This also assumes individuals employed in the accommodation sector can work full-time if they are willing and able toⁱⁱ.

Methodology

Methodologies used to calculate linkage fees vary, but in most cases the analysis begins with an estimation of the number of new employees associated with a typical development, in this case a hotel. In this methodology, a formula is used to calculate the affordability gap between what workers can afford to pay for housing and the average cost of market rate housing.

In Portland's case, a link is established between the creation of new jobs in the hotel sector and the increased demand for affordable housing through the following steps:

- **New Jobs.** Industry data was used to estimate the number of direct jobs that will be created by a new hotel with 180 units. According to the Urban Land Institute the typical hotel employs between 0.5-0.8 employees per hotel room. Using an average value of 0.65 employees per hotel room, it is estimated that a hotel with 180 rooms will employ 117 people. The current ratio of jobs per household was used to estimate how many households will be created by this new employment.
- **Households.** Currently there are 37,737 employed civilians aged 16 and over within the 30,211 total households in Portland. This means that on average there are 1.2 jobs per every household in Portland. Based on this ratio it is estimated that the 117 additional jobs created by a new hotel will create 94 new households in Portland. However, it is assumed employment in these households will be split up between different occupations, such as management, sales, service, and maintenance. The wages for each specific occupation may be higher or lower than the median wage for the hotel industry. Therefore, industry occupation employment and wage data examined from the ACS was used to estimate how many new households will be low income.

EMPLOYED POPULATION PER HOUSEHOLD 2016

	Portland	Cumberland County	Maine
Employed Civilian Population 16+	37,737	155,014	652,638
Total Households	30,211	117,871	551,109
Jobs/Household	1.2491	1.3151	1.1842

Source: American Community Survey 2016 5-year estimate

- **Jobs by Occupation.** Based on industry and occupation employment data from the ACS 64% of jobs in the hotel industry are service occupations, 19% of hotel jobs are management occupations, 13% of hotel jobs are sales and office occupations, and the remainder are maintenance and transportation occupations. The total number of jobs and households that will be created in each occupation was calculated by multiplying the share of hotel employment by occupation by the total number of new hotel jobs created.

NEW JOBS AND HOUSEHOLDS BY OCCUPATION CREATED BY NEW HOTEL EMPLOYMENT

	Share of Hotel Employment	Number of New Jobs	Number of New Households
Service	64%	74	60
Sales and Office	13%	15	12
Transportation	4%	4	3
Maintenance	1%	1	1
Management	19%	22	18
Total - All Occupations	100%	117	94

Source: American Community Survey 2016 5-year estimate;
GPCOG Analysis

Household Income. Median wage by occupation data for Cumberland County from the ACS was used to calculate the household income for each household in each occupation category. This calculation assumes 1 person in each new household works full-time in the hotel industry and any additional workers in the household earn the area median income:

NEW HOUSEHOLDS AND HOUSEHOLD INCOME BY OCCUPATION (ACS DATA)

	Number of New Households	Median Wage for Hotel Income Earner	Median Wage for Second Income Earner	Total Household Income
Service	60	\$18,109	\$9,015	\$27,124
Sales and Office	12	\$30,444	\$9,015	\$39,459
Transportation	3	\$31,695	\$9,015	\$40,710
Maintenance	1	\$33,421	\$9,015	\$42,436
Management	18	\$52,910	\$9,015	\$61,925

Source: GPCOG Analysis and American Community Survey 2016 5-year estimates

Median wage by industry data from the Maine DOL was also used to calculate the average household income for the 94 new households created by hotel employment:

NEW HOUSEHOLDS AND HOUSEHOLD INCOME (MAINE DOL DATA)

	Number of New Households	Median Wage for Hotel Income Earner	Median Wage for Second Income Earner	Total Household Income
Accommodation	94	\$24,908	\$12,164	\$37,072

Source: GPCOG Analysis and Maine DOL QCEW 2016

Affordability Gap. These estimates for household income by occupation were compared to housing affordability data from the Maine State Housing Authority to show the difference between what the new households created by hotel employment earn and the minimum income needed to afford a two-bedroom apartment in Portland. These results show that households with Service, Sales and Office, and Transportation occupations have a household income that is lower than the minimum income needed to afford rental housing in Portland. This household affordability gap is largest (\$14,987) for households with Service occupations, which also represent nearly 2/3 of households created by the new hotel employment.

AFFORDABILITY GAP ANALYSIS (ACS DATA)

	Number of New Households	Total Household Income	Income Needed to Afford Rent in Portland	Household Affordability Gap	Total Affordability Gap
Service	60	\$27,124	\$42,111	\$14,987	\$892,820
Sales and Office	12	\$39,459	\$42,111	\$2,652	\$32,048
Transportation	3	\$40,710	\$42,111	\$1,401	\$4,856
Maintenance	1	\$42,436	\$42,111	NA	\$0
Management	18	\$61,925	\$42,111	NA	\$0
Total					\$929,724

Source: Maine State Housing Authority, 2017; American Community Survey 2016 5-year estimates

The household affordability gap using the median wage by industry data from the Maine DOL was also calculated:

AFFORDABILITY GAP ANALYSIS (MAINE DOL DATA)

	Number of New Households	Total Household Income	Income Needed to Afford Rent in Portland	Household Affordability Gap	Total Affordability Gap
Accommodation	94	\$37,072	\$42,111	\$5,039	\$472,007

Source: Maine State Housing Authority, 2017; Maine DOL QCEW 2016

Aggregate Affordability Gap. The household affordability gap for each occupation was multiplied by the number of households with employment in each occupation to arrive at a total affordability gap that ranges between \$472,007 and \$929,724 per year. This number represents the difference between these households' ability to pay for their housing and the market cost of their housing based on the median monthly rent, for one year. In reality these

households may face higher rental housing costs since current Portland rents for new units are significantly higher than the median rent.

· **Final Calculation.** Dividing the affordability gap by the number of new hotel rooms results in an average affordability gap that ranges between \$2,622 and \$5,165 per room, or between \$3.91 and \$7.70 per square foot. Therefore, a fee between **\$3.90-\$7.70 per square foot** would cover a minimum justified housing affordability gap for the 94 new households created by a new 180-unit hotel employment for one year. This methodology assumes the median wage for a hotel income earner in the service industry, including full-time and part-time employees, is \$18,109 based on US Census ACS data. If it is instead assumed that hotel service industry employees are working full-time at the City's minimum wage of \$10.68/hour and making \$22,241 annually, then the minimum justified fee would be between \$2,622 and \$3,806 per room or **\$3.90-\$5.67 per square foot** of hotel development for one year. However, this assumes individuals working in the service sector are able to procure full-time employment, which is not always the caseⁱⁱ.

This example estimate represents the full cost of the affordability gap for employment in one hotel for one year as calculated by the proposed methodology. Multiple factors could potentially impact the demand for affordable housing and the City may determine a higher or lower percentage of this fee based on these variables. Furthermore, this fee could be re-evaluated periodically as circumstances such as inflation, rents, and rental housing supply change.

ⁱ Portland 2030 Housing Demand, GPCOG 2015

ⁱⁱ According to a 2016 study (<https://www.epi.org/publication/still-falling-short-on-hours-and-pay-part-time-work-becoming-new-normal/#epi-toc-21>) from the Economic Policy Institute the retail trade and leisure and hospitality sectors contributed to 63% of the growth in part-time employment and 54% of the growth in involuntary part-time employment from 2007-2015. Involuntary part-time employment is defined as individuals who are working part time because full time work could not be found or hours were reduced due to economic conditions (slack work).

MEMO

To: Kevin Kraft, Director of Planning & Urban Development
From: Kristina Egan, GPCOG Executive Director
Date: 3/18/25
Re: Hotel Linkage Fee Update

Introduction

In 2018, the City of Portland asked the Greater Portland Council of Governments (GPCOG) to assess the feasibility of a hotel linkage fee that could be used to help offset the cost of producing affordable housing for hotel employees. The resulting memo outlined the use of linkage fees for this purpose, proposed a methodology for calculating the fee, and provided a range of justifiable figures for implementation. Using this analysis, the City established inclusionary zoning requirements for hotels and an in-lieu fee of \$3,806 per guest room. This figure has been adjusted annually in the time since its adoption. The fee-in-lieu for 2025 is \$4,831 per guest room.

Recognizing significant market changes since 2018, the City of Portland requested an updated analysis in early 2025. The following memo replicates the original linkage fee methodology to the best extent possible using updated data.

Background

Linkage fees are tools cities can use to offset the impact of new commercial development on affordable housing availability and demand. Before implementing such a policy, communities typically conduct a study to identify the “nexus” between new development and the need for additional affordable housing. The assumption is that commercial growth brings new workers, some of whom may not earn enough to live in the city. This often forces households to seek housing outside the city, resulting in longer commutes and higher transportation costs. If adopted, a linkage fee is typically charged to developers as a condition of project approval, based on the development’s total square footage or number of units.

Data

Where possible, the hotel linkage fee range in this memo is based on the same data sources used in the original 2018 study. To maintain consistency, 2023 data was used across multiple sources, even when newer data was available in some cases.

Employment + Wage Data

This analysis relies on employment and wage data from the U.S. Census American Community Survey (ACS), which provides the most consistent workforce and wage estimates. The previous memo also incorporated wage data from the Maine Department of Labor as a point of comparison; however, the adopted hotel linkage fee was ultimately based on wage data from the ACS.

Housing Cost Data

The 2018 linkage fee study used rental data from the Maine State Housing Authority to establish a baseline housing cost, using a two-bedroom unit as a reference point (due to its ability to accommodate the assumed household size). However, in the time since, Maine Housing has stopped publishing rental data. As a result, this memo relies on several other readily available sources of rental data to estimate housing costs, including the Department of Housing and Urban Development's Fair Market Rent (FMR) Documentation System, the American Community Survey, and the City of Portland's Rent Board Report.

- **Fair Market Rent:** FMR represents the average cost of renting a moderately priced home, including utilities, in a specific area. It is used to set rent limits for housing assistance programs to ensure they align with current market conditions. The Portland, ME HUD Metro FMR Area includes municipalities in Cumberland County and parts of York County. Updated annually, FMR estimates are based on rental market surveys, American Community Survey data, and inflation adjustments.¹
- **U.S. Census ACS Data:** The ACS provides median gross rent estimates by unit size, accounting for both rent and utilities when not already included. Data is based on five-year samples, which help ensure statistical reliability but smooth out short-term rent fluctuations. Estimates reflect both market-rate and subsidized rentals.²
- **City of Portland Rent Board Report:** These annual reports provide data on rental availability, city-wide rent prices, rental market trends, and board actions on rent increases, among other topics.³

Methodology

Linkage fee calculations typically estimate the number of new employees and households generated by a development, such as a hotel. Wage and rent data are then used to estimate the gap between what these workers can afford for housing and the average market rent. This memo presents that analysis for Portland, using the most recent and locally relevant data, through the following steps:

Number of New Jobs

To estimate job creation, industry data was applied to a 180-room hotel – chosen as a representative example based on an actual development. While staffing levels vary based on factors such as hotel size, service level, and operational needs, the original linkage fee study assumed a ratio of .65 employees per hotel room, based on numbers from the Urban Land Institute. Using this ratio, a 180-room hotel is expected to generate 117 jobs.

Number of New Households

The current ratio of jobs per household was then used to estimate the number of households represented by this new employment. Portland currently has 39,590 employed civilians aged 16 and over across 32,393 households⁴, or an average of 1.22 jobs per household. Using this ratio, the 117 new jobs created by the example 180-room hotel would generate an estimated 96 new households.

Employment and Households by Occupation

The jobs held by hotel employees would span various occupations – management, sales, service, maintenance, etc.— with wages varying by role. To estimate how many of the households employed by a new hotel would be low-income, industry-specific employment and wage data from the American Community Survey was used. The American Community Survey groups Arts, Entertainment, Recreation, Accommodation, and Food Services together, reflecting industries tied to the service sector. While this broad category includes more than just hotel jobs, it offers the best available estimate for occupational distribution. Within this sector, approximately 56% of jobs are in service occupations, 31% in management, 7% in sales and office, 6% in transportation, and 1% in maintenance.⁵

The table below estimates the number of new employees and households created by occupation.

ESTIMATED NEW HOTEL JOBS AND HOUSEHOLDS BY OCCUPATION

	% of Service Sector Employment	# of New Hotel Employees ⁱ	# of New Households ⁱⁱ
Service	55.5%	65	53
Management	30.6%	36	29
Sales and Office	6.8%	8	7
Transportation	5.8%	7	6
Maintenance	1.2%	1	1
Total	100%	117	96

ⁱ Calculated by multiplying the percentage of service sector employment by the total estimated 117 hotel employees.

ⁱⁱ Calculated by multiplying the percentage of service sector employment by the total estimated 96 households.

Household Incomes

Household income estimates were calculated using Cumberland County's ACS median earnings data by occupation for 2023.⁶ This approach reflects the broader region where hotel workers in Portland may reside. The one exception is for service workers, where the City of Portland's 2023 minimum wage of \$14/hour was substituted for the ACS median wage. The household income calculations assume one person in each household works full time in the hotel industry and also assumes a second household member makes the area median earnings.⁷ The table below presents these estimated household incomes by occupation.

ESTIMATED NEW HOUSEHOLDS AND HOUSEHOLD INCOME BY OCCUPATION (2023 ACS DATA)

	# of New Households	Median Wage for Hotel Employee	Median Wage for 2 nd Income Earner ⁱⁱ	Total Household Income
Service ⁱ	53	\$29,120	\$10,899	\$40,019
Management	29	\$71,711	\$10,899	\$82,610
Sales and Office	7	\$42,467	\$10,899	\$53,366
Transportation	6	\$40,829	\$10,899	\$51,728
Maintenance	1	\$50,572	\$10,899	\$61,471

ⁱ The Service wage reflects Portland's 2023 minimum wage of \$14/hour, as the Census estimate was below the legal minimum.

ⁱⁱ The second income earner's wage of \$10,899 is based on 0.22 of the 2023 Census median earnings for all occupations in Cumberland County (\$49,540), reflecting the estimated 1.22 employees per household.

Affordability Gap

To create a range, the estimated household incomes for each occupation category were then compared to three different rent data sources to assess whether new hotel employees can afford a two-bedroom unit in Portland and to calculate the cumulative 'affordability gap.'

ESTIMATED AFFORDABILITY GAP: 2023 FAIR MARKET RENT FOR PORTLAND METRO AREA

[\$1,859 for a two-bedroom unit]

	New Households	Household Income	Income Needed ⁱ	Affordability Gap (HH)	Total Gap
Service	53	\$40,019	\$79,671	\$39,652	\$2,101,556
Management	29	\$82,610	\$79,671	- \$2,939	N/A
Sales and Office	7	\$53,366	\$79,671	\$26,305	\$184,135
Transportation	6	\$51,728	\$79,671	\$27,943	\$167,658
Maintenance	1	\$61,471	\$79,671	\$18,200	\$18,200
Total	96	--	--	--	\$2,471,549
Per Room					\$13,731

ⁱAnnualizing Fair Market Rent (\$1,859 * 12 months = \$22,308) and dividing by 0.28 yields \$79,671, ensuring rent remains just below the 30% housing cost burden threshold.

ESTIMATED AFFORDABILITY GAP: 2023 ACS MEDIAN GROSS RENT FOR PORTLAND

[\$1,664 for a two-bedroom unit]

	New Households	Household Income	Income Needed ⁱ	Affordability Gap (HH)	Total Gap
Service	53	\$40,019	\$71,314	\$31,295	\$1,658,635
Management	29	\$82,610	\$71,314	- \$11,296	N/A
Sales and Office	7	\$53,366	\$71,314	\$17,948	\$125,636
Transportation	6	\$51,728	\$71,314	\$19,586	\$117,516
Maintenance	1	\$61,471	\$71,314	\$9,843	\$9,843
Total	96	--	--	--	\$1,911,630
Per Room					\$10,620

ⁱAnnualizing ACS median rent (\$1,664 * 12 months = \$19,968) and dividing by 0.28 yields \$71,314, ensuring rent remains just below the 30% housing cost burden threshold.

ESTIMATED AFFORDABILITY GAP: 2023 CITY OF PORTLAND RENT BOARD

[\$1,595 for a two-bedroom unit]

	New Households	Household Income	Income Needed ⁱ	Affordability Gap (HH)	Total Gap
Service	53	\$40,019	\$68,357	\$28,338	\$1,501,914
Management	29	\$82,610	\$68,357	- \$14,253	N/A
Sales and Office	7	\$53,366	\$68,357	\$14,991	\$104,937
Transportation	6	\$51,728	\$68,357	\$16,629	\$99,774
Maintenance	1	\$61,471	\$68,357	\$6,886	\$6,886
Total	96	--	--	--	\$1,713,511
Per Room					\$9,520

ⁱAnnualizing ACS median rent (\$1,595 * 12 months = \$19,140) and dividing by 0.28 yields \$68,357, ensuring rent remains just below the 30% housing cost burden threshold.

Final Calculation

As shown on the previous page, dividing the total affordability gap by the 180 new hotel rooms results in an **estimated per-room affordability gap ranging from \$9,520 to \$10,620 to \$13,731** depending on the rent data source used (City of Portland Rent Board, American Community Survey, or HUD Fair Market Rent). This estimate reflects the full annual affordability gap associated with the jobs generated by a single hotel room based on the methodology from the original 2018 study.

¹ Department of Housing and Urban Development [FY 2023 Fair Market Rent Documentation System](#) for the Portland, ME HUD Metro FMR Area

² U.S. Census American Community Survey 2019-2023 5-year estimate (Table B25031)

³ [2023 Portland Rent Board Annual Report](#) (pg. 12)

⁴ U.S. Census American Community Survey 2019-2023 5-year estimate (Table DP03)

⁵ U.S. Census American Community Survey 2019-2023 5-year estimate (Table S2405)

⁶ U.S. Census American Community Survey 2019-2023 5-year estimate (Table B24011)

⁷ U.S. Census American Community Survey 2019-2023 5-year estimate (Table S2001)

17 HOUSING

17.1 HOUSING PRESERVATION AND REPLACEMENT

17.1.1 Purpose

The purpose of the housing preservation and replacement ordinance is:

- A. To promote and facilitate an adequate supply of housing, particularly affordable housing for all economic groups.
- B. To limit the net loss of housing units in the city.
- C. To preserve housing in zones where housing is permitted in the city for all residents in order to promote the health, safety, and welfare of its citizens.

17.1.2 Applicability

- A. Except as otherwise provided in this section, the housing preservation and replacement ordinance shall apply to the loss of three or more dwelling units in a five-year period, provided that such dwelling units were a legally registered residential use as of July 1, 2002. For the purposes of this section, dwelling units shall be as defined in Article 3, but also include rooming units that people rent in or sleep in within lodging houses, dormitories, shelters, and sheltered care group homes.
- B. Except as otherwise provided in this section, the housing preservation and replacement ordinance shall also apply to proposals that result in the loss of fewer than three dwelling units which were legally registered residential use as of July 1, 2002 for the purposes of creating surface parking.
- C. For the purposes of this section, loss of dwelling units shall mean the elimination or conversion to nonresidential use of a dwelling

unit and dwelling units that remain vacant for three years or more or are lost due to demolition unless the vacancy or demolition results from accidents outside of the owner's control, fire, natural disasters, or acts of war.

- D. Determination of number of the dwelling units within a structure or structures and the number of units lost will be based on the records of the Building Authority indicating the legal, registered use of the property since July 1, 2002 through the time of application. The actual use of the property for purposes of applicability of this section may be rebutted by the owner by proof of documentary evidence including but not limited to photographs, letters, and sworn affidavits. The Planning Authority may conduct its own investigation of the actual use and shall determine the applicability of this section based on the totality of the evidence.

17.1.3 Exemptions

This section does not apply to:

- A. Consolidation, elimination, or reconfiguration of one or more dwelling units within an existing structure, as long as all the resulting units remain as dwelling units after such consolidation, elimination, or reconfiguration, except as provided by (D) below. Conversion of a dwelling unit to a hotel or motel room shall not qualify for the exemption provided by this paragraph.
- B. Legally nonconforming dwelling units existing in zones which no longer permit residential uses.
- C. Property which has been ordered demolished by the City, pursuant to 17 M.R.S. § 2851, et seq., as amended, except where it is determined by

the Building Authority that the deterioration was caused by neglect or lack of maintenance.

- D. Paragraph (A) above notwithstanding, the conversion to a nonresidential use of any dwelling units located on the ground floor of a building within a mixed-use zone.

17.1.4 Planning Authority approval required

Notwithstanding any other provision of this section, a proposal to demolish or to convert three or more dwelling units to a nonresidential use in a zone where such use is otherwise permitted must first obtain approval from the Planning Authority. In addition to any other requirements of the Land Use Code, the applicant must submit a statement certifying the number of dwelling units to be demolished or converted to nonresidential use, as well as a description of the characteristics of each of those units.

17.1.5 Tenant notification requirements

Prior to elimination as a result of demolition or conversion to nonresidential use, the owner shall:

- A. Provide the Planning Authority a list containing the name of each tenant currently residing in the dwelling units to be demolished or converted to nonresidential use, as well as verification of compliance with tenant notice requirements of this subsection.
- B. Deliver to each tenant who occupies such a dwelling unit a written notice to vacate the unit. The notice shall either be sent by certified mail, return receipt requested, or served in-hand. The notice will grant the tenant not less than 90 days from the date of receipt of the notice to vacate the unit.
- C. File proof of service of the notice with the Planning Authority.

17.1.6 Housing replacement requirements

- A. The Planning Authority shall require, as a condition of approval, that an owner shall replace any dwelling units that are demolished or converted to nonresidential use.
- B. This requirement may be satisfied in any one of the following ways, which may be used in combination:
 - 1. *Construction of units.* The construction of housing units within a new structure or a new addition either on site or off-site.
 - 2. *Residential conversion.* The conversion of a nonresidential building to residential use.

17.1.7 Replacement unit requirement

In addition to the foregoing, all replacement units built pursuant to Subsection 17.1.6.B above shall:

- A. Be located within the same United States census block group as the parcel from which the dwelling units are being removed or within 1,500 feet of the dwelling units being removed.
- B. Not previously have been on the market as of the date of application.
- C. Be situated within a development which has not been a candidate for site plan approval as of the date of the application.
- D. Be comparable in size to the units replaced. For the purpose of this section, “comparable in size” means that the aggregate size of the replacement units will be no less than 80% of the size of the aggregate of the original units to be replaced and a similar bedroom mix.

17.1.8 Contribution to the Housing Trust Fund

- A. The applicant may meet the requirements of this housing replacement ordinance by depositing \$50,000 for each dwelling unit into the City’s Housing Trust Fund.

B. Beginning on January 1, 2004 and annually thereafter, the amount of the contribution shall be adjusted by multiplying this amount originally deposited for each unit by a fraction, the denominator of which shall be the “Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI-W”),” U.S. City Average, “All Items Index,” as published by the United States Bureau of Labor Statistics (“the index”) for January 1, 2003 year, and the numerator of which shall be the index for the same month in each subsequent year. In the event that the index is not then in existence, the parties shall use such equivalent price index as is published by any successor governmental agency then in existence, or, if none, then by such nongovernmental agency as may then be publishing an equivalent price index, in lieu of and adjusted to the index. If the index shall cease to use 1982-84 equals 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the index, the base index shall be adjusted to conform to such change, using such computation thereof, if available, as shall be employed by the United States Department of Labor in computing same. Notwithstanding anything herein to the contrary, contributions made after January 1, 2004 shall not be less than the amount originally required to be deposited for each rooming or dwelling unit.

17.1.9 Performance guarantee

Owners or affiliates must post a performance guarantee in the form of a letter of credit, or other security acceptable to the City attorney, in the amount equivalent to the amount the applicant would have been required to contribute to the

City’s Housing Trust Fund if the applicant had chosen that option pursuant to Subsection 17.1.8. Such a performance guarantee shall be valid for no more than three years, after which the full amount due shall be provided to the City’s Housing Trust Fund if replacement units satisfying the conditions of this housing replacement ordinance do not have certificates of occupancy.

17.1.10 Partial waiver of replacement requirements

A. Any owner who has applied for site plan review for elimination or conversion to nonresidential use of dwelling units may apply to the Zoning Board of Appeals for a partial waiver from the housing replacement requirements of this section. Such waiver may be a downward adjustment of up to 50% of the owner’s housing replacement obligation if the owner establishes to the board’s satisfaction that:

- 1.** The proposed development is consistent with the Comprehensive Plan.
- 2.** The proposed development provides significant value and benefit to the immediate and surrounding neighborhood, including, but not limited to, community enhancement, social benefits or job creation.
- 3.** The applicant demonstrates with objective evidence that the imposition of the requirements of this section would impose such an economic burden upon the project relative to its scope that it renders the project impossible to develop.
- 4.** The requested relief does not constitute a grant of a special privilege inconsistent with the limitations upon similar properties.

- B. The Zoning Board of Appeals must make positive findings on each of the four criteria above in order for any such adjustment to be valid. An applicant aggrieved of a decision of the Zoning Board of Appeals may appeal a decision under this subsection pursuant to the provisions of Article 2.

17.1.11 Effect of other City ordinances

- A. Nothing in this section shall permit the demolition or conversion to nonresidential use of dwelling units in residential property protected by Article 16, except as permitted by that ordinance.
- B. A conditional zone may not be used to circumvent the application of this section. The terms of this section shall apply to any conditional zone which involves dwelling units affected by this section. Notwithstanding the foregoing, nothing herein shall be deemed to prevent the City and the applicant from agreeing to terms which exceed those imposed by this section by means of a conditional zone.

17.1.12 Appeals

Any applicant aggrieved by a decision of the Planning Authority under this section may appeal to the Zoning Board of Appeals within 30 days of that decision.

17.2 AFFORDABLE HOUSING

17.2.1 Purpose

It is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. Therefore, the purpose of this section is to offer incentives to developers to include units of affordable housing within development projects and to require the

inclusion of affordable housing units in development projects in certain contexts. In so doing, this section will assist the city in meeting its comprehensive goals for affordable housing, in preventing the overcrowding and deterioration of the limited supply of affordable housing, and promote the health, safety, and welfare of its citizens.

17.2.2 Affordable housing incentives

- A. **Eligible projects.** Under this subsection, eligible projects shall include any development project:
 - 1. That is permissible under the provisions of this Land Use Code in the zone in which it is proposed.
 - 2. That creates new dwelling units, among which is at least one low-income or workforce housing unit for rent or sale, through new construction, substantial alteration of existing structures, adaptive reuse or conversion of a nonresidential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project.
- B. **Reduction of fees.** Notwithstanding any other provision of this Land Use Code or Chapter 6 to the contrary, development fees, including site plan review and inspection fees, subdivision review and inspection fees, impact fees, administrative fees, and construction and permit fees as described in Chapter 6 of the City of Portland Code of Ordinances, shall be reduced by the City for an eligible project in the manner described in Table 17-A. Development

TABLE 17-A: AFFORDABLE HOUSING FEE REDUCTIONS

% of New Units That are Low- Income or Workforce	Development Fee Discount	Cost of Work (Building Permit) Fees
10% up to but not including 15%	10% reduction	\$9.90 per \$1,000
15% up to but not including 20%	15% reduction	\$9.35 per \$1,000
20% up to but not including 25%	20% reduction	\$8.80 per \$1,000
25% or more	25% reduction	\$8.25 per \$1,000

TABLE 17-B: BONUSES FOR ELIGIBLE PROJECTS

% Low-income or Workforce Units	Density Permitted¹
10-19%	1.1 x base
20-29%	1.25 x base
30-49%	1.3 x base
50-74%	2.5 x base
>75%	2.5 x base

¹ "Base" is the number of units allowed under the zoning without this bonus but with any other bonuses applied.

fees do not include any fees charged for review conducted by any party other than the City.

- C. Expedited review.** The Planning Authority shall perform its review of an eligible project in as expedited a manner as is practical, without impairing the scope or thoroughness of the review. The Planning Authority may adopt administrative procedures to prioritize review of eligible projects and facilitate this expedited review. The Planning Board shall make its best efforts to give priority in scheduling workshops and public hearings related to any plans or applications required for an eligible project that are within the Planning Board's jurisdiction, without impairing the scope or thoroughness

of its review. At the conclusion of these public meetings, the Planning Board shall promptly issue a decision on all such plans and applications before it for consideration.

D. Density and height bonuses.

Notwithstanding any other provision of this Land Use Code to the contrary, in order to encourage low-income and workforce units in areas prioritized for growth, eligible projects as defined under Subsection 17.2.2 may avail themselves of the following options:

- 1. Density bonuses.** The maximum number of units that would otherwise be allowed under this Land Use Code shall be increased for an eligible project in the manner described in Table 17-B, applicable where residential is allowed as a permitted or conditional use in mainland zones.
- 2. Height bonuses.** In mixed-use zones, the TOD zones, and the RN-6, for eligible projects over ten units in size in which over 75% of units are low-income or workforce units, maximum heights as permitted under Article 7 shall be increased by 10 feet.
- 3. Unit size.** In order to be eligible for this subsection, the low-income and workforce housing units must meet Subsections 17.2.3(C)(2), (3), and (4).
- 4. Term of affordability.** Affordable units under this subsection shall be deed-restricted to remain affordable for 30 years or the longest term permitted under federal, state, and local laws, whichever is longer. Such deed restrictions shall be recorded in the Cumberland County Registry of Deeds.

17.2.3 Ensuring workforce housing

- A. Purpose.** Based on the City’s Comprehensive Plan and the City’s 2015 housing study, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this subsection is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.
- B. Applicability.** This subsection shall apply to site plan applications that create ten or more new dwelling units for rent or for sale through new construction, substantial alteration of existing structures, adaptive reuse or conversion of a nonresidential use to residential use, or any combination of these elements. This subsection shall not apply to projects that otherwise meet or exceed the standards of 17.2.3(C).
- C. Standards.** Development projects subject to this subsection shall meet to the following requirements:
1. At least 25% of the units in the project shall meet the definition of workforce housing unit for sale or for rent as defined in Article 3. The project shall have the option of paying a partial fee-in-lieu as per (5) below or providing an additional unit on-site for any fractional value.
 2. Projects shall not be segmented to avoid compliance with these provisions.
 3. Workforce units must be integrated with the rest of the development, must use a common entrance in the case of mixed market rate and workforce buildings, must

TABLE 17-C: MINIMUM TERM OF AFFORDABILITY FOR REQUIRED WORKFORCE UNITS

% of Workforce	
Units Provided	Minimum Term of Affordability
25%	30 years
50%	20 years
100%	10 years

provide no indication from the exterior or from areas inside the respective buildings that these units are workforce housing units, and must demonstrate general parity in unit design, finishes, and amenities between market and workforce units in the development. Applications shall include a narrative that addresses parity of workforce and market rate units, a description of workforce and market rate unit attributes and amenities, phasing if applicable, and integration into the respective building and site design.

4. Workforce units need not be the same size as other units in the development but the cumulative number of bedrooms in such units shall be no less than 25% of the total number of bedrooms in the development.
5. As an alternative to providing workforce housing units, projects may pay a fee-in-lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund. The fee for affordable units not provided shall be \$150,000 per unit, adjusted annually in the same way as the fee under Subsection 17.1.8.
6. Workforce housing units for sale, if converted to workforce housing units for

rent, shall become subject to the income limits and other requirements of such units.

7. The term of affordability for the required 25% workforce units provided shall be defined as shown in Table 17-C.

8. Projects shall be subject to an affordable housing agreement with the City of Portland, unless a project is otherwise subject to such an agreement requiring an equal or greater percentage of affordable units at an equal or lower income target level than required by this section.

- D. Density and height bonuses.** Projects that are subject to this subsection shall be eligible for density and height bonuses under Subsection 17.2.2(D).

- E. Implementation guidance.** The Housing & Economic Development Department shall provide guidance on income verification methods, affordable housing agreements, and subsequent monitoring requirements.

- F. Reporting to City Council.** In conjunction with the annual report on the Housing Trust Fund, the Planning Authority shall annually report on developments subject to this subsection, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this subsection in achieving its stated purpose.

17.2.4 Inclusionary zoning for hotel projects

- A. Purpose.** This subsection is based on City analysis, most specifically the analysis documented in the Greater Portland Council of Government study *Proposed Hotel Linkage Fee: Supportable Range* dated August 29, 2018, that finds that new hospitality developments create a need for new affordable housing. This need is

the result of the fact that hospitality developments necessarily create a number of jobs that do not pay employees at a rate sufficient to allow those employees to afford market-rate housing in the City of Portland.

- B. Hotel projects.** For the purposes of this subsection, hotel projects shall include any hotel as defined in Article 3 consisting of 10 or more guest rooms for rent to transient guests or to extended stay guests of up to six months. Any expansion of an existing hotel by 10 or more rooms within any five-year period will also be considered a hotel project.

- C. Low-income housing minimum.** All hotel projects shall provide one unit of low-income housing for rent in the City of Portland for every 28 rooms in the hotel project, which shall meet the standards outlined in Subsections 17.2.3(C)(2), (3), and (4) and in the implementing regulations governing low-income units. Such units shall contain two bedrooms and be a minimum of 900 SF in floor area. This amount shall be rounded up to the nearest increment of 28 rooms. These units shall be deed restricted for the longest period permitted by law, shall not be used for short-term rentals of less than 30 days, and must be provided with distinct entrances from the street to delineate them from the hotel itself.

- D. Fee-in-lieu alternative.** As an alternative to providing low-income housing units under Subsection 17.2.4(C) above, a hotel project may pay a fee-in-lieu of \$3,806 per hotel guest room. This amount shall be paid into the City's Housing Trust Fund and used for the purposes set forth in the ordinance and regulations applicable to that trust.

- E. Annual adjustments.** The amounts in Subsection 17.2.4(D) above shall be adjusted annually in the same way as the fee under Section 17.1.8.
- F. Implementation guidance.** The Housing & Economic Development Department shall provide guidance on income verification methods, affordable housing agreements, and subsequent monitoring requirements.

17.3 JILL C. DUSON HOUSING TRUST FUND

17.3.1 Purpose

The purpose of enacting this section is:

- A.** To establish a City of Portland Housing Trust Fund for the promotion, retention, and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the city.
- B.** To serve as a vehicle for addressing very low, low, and moderate income housing needs through a combination of funds as set out in this article.

17.3.2 Establishment of the Jill C. Duson Housing Trust Fund

The City Council shall establish a special revenue account under the name “City of Portland Jill C. Duson Housing Trust Fund” (Housing Trust Fund). Deposits into the fund shall include:

- A.** Contributions from the City’s housing replacement ordinance under Subsection 17.1.8.
- B.** In-lieu fees under Subsections 17.2.3 and 17.2.5.
- C.** Funds appropriated to be deposited into the fund by vote of the City Council.
- D.** Voluntary contributions of money or other liquid assets to the fund.

- E.** Any federal, state, or private grant or loan funds provided to the fund.
- F.** Interest from fund deposits and investments.
- G.** Repayments of loans made from the fund.

17.3.3 Management of the trust fund

The City Manager, or their designee, shall serve as the manager of the Housing Trust Fund. The responsibilities of the manager, subject to the orders of the City Council, shall include:

- A.** Maintaining the financial and other records of the Housing Trust Fund.
- B.** Disbursing and collecting Housing Trust Fund monies in accordance with the Housing Trust Fund annual plan.
- C.** Monitoring the use of monies distributed to successful applicants for Housing Trust Fund support to assure on-going compliance with the purposes of the fund and the conditions under which these monies were granted or loaned.

17.3.4 Housing Trust Fund annual plan

- A.** Each fiscal year, the City Council shall adopt a Housing Trust Fund annual plan. The City Manager shall submit to the City Council a recommended Housing Trust Fund annual plan, utilizing the revenues of the Housing Trust Fund as well as any other funds the manager may propose as appropriate. The housing committee of the City Council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action.
- B.** The Housing Trust Fund annual plan shall include:

1. A description of all programs to be funded in part or in full by the Housing Trust Fund.
 2. A description of how funds from the Housing Trust Fund will be distributed among very low-income, low-income and moderate-income households.
 3. The amount of funds budgeted for programs funded in part or in full from the Housing Trust Fund.
- C. Priority for the expenditure of funds collected pursuant to Section 17.1 shall be given to the creation of new housing stock, through either new construction or conversion of nonresidential buildings to residential use.

17.3.5 Distribution and use of the Housing Trust Fund's assets

- A. All distribution of principal, interest, or other assets of the Housing Trust Fund shall be made in furtherance of the public purposes set out in Section 17.1.
- B. During each year, the Housing Trust Fund shall disburse as grants or loans so much of the Housing Trust Fund's assets as the City Council in its discretion has approved in the Housing Trust Fund annual plan.
- C. Funds shall not be used for City administrative expenses.
- D. Funds shall not be used for property operating expenses or supporting services.
- E. No grants or loans shall be awarded by the Housing Trust Fund to corporations, partnerships, or individuals who are delinquent at the time of application in the payment of property taxes or other fees to the City of Portland, who have been convicted of arson, who have been convicted of discrimination in the sale or lease of housing under the fair

housing laws of the State of Maine, or who have pending violations of current City electrical, plumbing, building, or housing codes or zoning ordinances.

17.3.6 Term of affordability

- A. Whenever funds from the Housing Trust Fund are used for the acquisition, construction, or substantial rehabilitation of an affordable rental or cooperative unit, the City of Portland shall impose enforceable requirements on the owner of the housing unit that the unit remain affordable for the remaining life of the housing unit, assuming good faith efforts by the owner to maintain the housing unit and rehabilitate it as necessary. The remaining life of the housing unit shall be presumed to be a minimum of 30 years.
- B. Whenever funds from the Housing Trust Fund are used for the acquisition, construction, or substantial rehabilitation of ownership housing, the City of Portland shall impose enforceable resale restrictions on the owner to keep the housing unit affordable for the longest feasible time, while maintaining and equitable balance between the interests of the owner and the interests of the City of Portland.
- C. The affordability restriction requirements described in this subsection shall run with the land and the City of Portland shall develop appropriate procedures and documentation to enforce these requirements and shall record such documentation in the Cumberland County Registry of Deeds.

17.4 CONDOMINIUM CONVERSION

17.4.1 Purpose

The purpose of this section is to regulate the conversion of rental housing to condominiums, to minimize the potential adverse impacts of such conversion on tenants, to ensure that such converted housing is safe and decent, and to maintain a reasonable balance of housing alternatives within the city for persons of all incomes.

17.4.2 Applicability

This section shall apply to the conversion of any rental unit to a condominium unit. For the purposes of this section, developer shall mean any person or other legal entity, but not including an established lending institution unless it is an active participant in a common promotional scheme, who, whether acting as principal or agent, records a declaration of condominium that includes real estate, any portion of which was previously a rental unit.

17.4.3 Protection of tenants

A. Notice of intent to convert. A developer shall give to each tenant, meaning any occupant in lawful possession of a rental unit, whether by lease, sublease, or otherwise, written notice of intent to convert at least one 120 days before the tenant is required by the developer to vacate. If a tenant has been in possession of any unit within the same building for more than four consecutive years, the notice period shall be increased by 30 additional days for each additional year, or fraction thereof, to a maximum of 240 additional days. The notice shall set forth specifically the rights of tenants under (A), (B), and (C) of this subsection and

Subsection 17.4.4, and shall contain the following statement:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Department of Permitting & Inspections, City of Portland, 389 Congress Street, Portland, Maine 04101.

B. If the notice specifies a date by which the tenant is required to vacate, the notice may also serve as a notice of termination under the applicable law of forcible entry and detainer, if it meets the requirements thereof. The notice shall be hand delivered to the tenant or mailed, by certified mail, return receipt requested, postage prepaid, to the tenant at the address of the unit or such other address as the tenant may provide. The notice shall be effective when actually received. No tenant may be required by a developer to vacate without having been given notice as required herein, except for the reasons specified in the applicable law of forcible entry and detainer, and in accordance with the procedures thereof. The terms of a tenancy, including rent, may not be altered during the notice period, except as expressly provided in a preexisting written lease. If, within 120 days after a tenant is required by a developer to vacate, the developer records a declaration of condominium without having given notice as required herein, the developer

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

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

17.4.4 Relocation payments

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

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

17.4.5 Conversion permit

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

17.4.6 Variation by agreement

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

otherwise, and any such waiver shall be void. Any attempt to require, encourage, or induce a tenant to waive any provision hereof, or right conferred hereby, shall be a violation of this article. Nothing herein shall be construed to void any term of a lease which offers greater rights than those conferred hereby.

17.5 RELOCATION OF DISPLACED TENANTS

17.5.1 Purpose

The purpose of this section is to encourage the retention of a diverse housing supply throughout the downtown and in areas readily accessible to the downtown, to ensure that persons displaced as the result of redevelopment of residential units to nonresidential uses within the B-3 Downtown Business zone are treated fairly and consistently, and to ensure that persons so displaced will be relocated at the reasonable expense of the developer to comparable housing at a location providing comparable access to services and amenities.

17.5.2 Notice and eligibility for relocation assistance

When a proposed development will result in the displacement of residents of an existing structure, the developer of the property shall give all tenants written notice as set forth below and shall provide relocation assistance as set forth below for any tenant whose gross income is 80% or less of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time the developer gives the tenant written notice of intent to cause removal of the residential unit. Such written notice shall be given to the tenant at least 120 days before the tenant shall be required to

vacate the premises and shall contain the following statement:

The developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101.

17.5.3 Relocation assistance for all tenants

The developer shall provide, upon demand, assistance to all tenants who will be displaced by the development in the form of referrals to other reasonable accommodations and in determining the tenants' eligibility for relocation payments as provided herein. The developer shall make relocation payments to eligible tenants in accordance with the schedule adopted by the City Council in Subsection 17.5.4.

17.5.4 Schedule of relocation payments for eligible tenants

The developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two months.

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: HOTEL PROJECT INCLUSIONARY ZONING**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Chapter 14, Sections 14-484, 14-485 and 14-488.1 is
hereby amended to read as follows:*

Sec. 14-484. Purpose.

It is in the public interest to promote an adequate supply of affordable housing for the city's residents. The purpose of this division therefore is to offer incentives to developers to include units of affordable housing within development projects, thereby mitigating the impact of market rate housing construction, or the demonstrated increase in affordable housing needs resulting from the creation of new lower-income jobs, on the limited supply of available land for suitable housing and helping to meet the housing needs of all economic groups within the city. The city believes that this division will assist in meeting the city's comprehensive goals for affordable housing, in the prevention of overcrowding and deterioration of the limited supply of affordable housing, and by doing so promote the health, safety and welfare of its citizens.

...

Sec. 14-485. Definitions.

...

Eligible project means a development project:

...

- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Hotel Project is any hotel, inn or motel, as defined in Section 14-47 of Chapter 14 of the Portland City Code, consisting of 10 or more guest rooms for rent. Any such development that exists prior to the effective date of this Section but expands by 10 or more rooms within any 5 year period will also be considered a hotel project.

...

14-488.1 Inclusionary Zoning for Hotel Projects

(a) **Purpose:** This section is based on City analysis, most specifically the analysis documented in the Greater Portland Council of Government study "Proposed Hotel Linkage Fee: Supportable Range" dated August 29, 2018, that finds that new hospitality developments create a need for new affordable housing. This need is the result of the fact that hospitality developments necessarily create a number of jobs that do not pay employees at a rate sufficient to allow those employees to afford market-rate housing in the City of Portland.

(b) **Hotel Projects Conditional Uses:** Notwithstanding anything to the contrary in Chapter 14, all hotel projects are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this Section 14-489.

(c) **Low Income Housing Minimum.** All hotel projects shall provide one unit of Low Income Housing for rent in the City of Portland for every 28 rooms in the hotel project which shall meet the standards outlined in Section 14-487 and in the implementing regulations governing Low Income Units. This amount shall be rounded up to the nearest increment of 28 rooms. These units shall be deed restricted for the longest period permitted by law; shall not be used for Short Term Rentals of less than 30 days; and must be provided with distinct entrances from the street to delineate them from the hotel itself.

(d) **Fee-in-Lieu Alternative:** As an alternative to providing Low Income Housing units under subsection (c) above, a Hotel Project may pay a fee-in-lieu of \$3,806 per hotel guest room. This amount shall be paid into the City's Housing Trust

and used for the purposes set forth in the ordinance and regulations applicable to that trust.

(e) **Annual Adjustments:** The amounts in (d) above shall be adjusted annually in the same way as the fee under Division 29 for Housing Replacement.

(f) **Regulations:** The Planning Board may promulgate implementing regulations based on this ordinance.

(g) **Applicability:** Notwithstanding the provisions of 1 M.R.S. § 302, Sec. 14-489 shall apply retroactively and include any and all actions and proceedings pending on September 26, 2018 or thereafter.



Staff Memo To:

Housing & Economic Development Committee
Councilor Pious Ali, Chair

MEETING DATE

April 15, 2025

AGENDA ITEM

Agenda Item 2 – Hotel Inclusionary Zoning Ordinance

PURPOSE

An initial discussion on the history, background, and development trends related to the City’s hotel inclusionary zoning ordinance, with the committee providing direction on next steps.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

On December 16, 2024, the City Council established its 2025 Common Goals, outlining policy priorities and guiding the development of Council committee work plans. The Housing & Economic Development Committee (HEDC) identified the review and potential revision of the hotel inclusionary zoning ordinance (Chapter 14, Section 17.2.4) as a policy matter aligned with Council Common Goal #2: *“The Council will work to implement solutions to the housing crisis, including building more working class housing, improved support for the unhoused community such as an overdose prevention center as well as continued support for warming shelters. Additionally conduct independent assessment of Efficiencies, Outcomes, and Expenditures.”*

At its [January 21, 2025](#) meeting, the HEDC established its 2025 work plan, which includes reviewing and considering potential revisions to the City’s existing hotel inclusionary zoning ordinance.

BACKGROUND/ANALYSIS

On November 4, 2024, the City Council passed Order 77-24/25 (6-2, Mayor Dion & Councilor Rodriguez – No, Councilor Fournier Absent) (Attachment A) establishing a 180-day moratorium on new hotel projects in the City of Portland. The moratorium went into effect on December 4, 2024 and is set to expire on June 2, 2025.

Portland’s Hotel Inventory & Development Trends

According to lodging license data from the Maine Department of Health and Human Services, there are currently 41 licensed lodging places in the City of Portland, with approximately 3,500 total rooms. 68% of these hotels have been developed since 2000, and 18 (44%) have been developed since 2010.

History of Hotel IZ policy

In 2019, the City proposed and established a hotel inclusionary zoning (IZ) ordinance. The requirement applies to hotel projects with 10 or more rooms and any hotel expansions of 10 or more rooms within any five-year period. To meet the requirement, hotel projects can provide one unit of low-income housing for rent within the city for every 28 hotel rooms. Portland considers a low-income housing unit to mean one that is rented to households earning 80% AMI or less. The other alternative is for a hotel project to pay a linkage fee (fee-in-lieu) with a 2019 basis of \$3,806 per room, which is deposited into the City's Housing Trust Fund at the time the Certificate of Occupancy is issued. The linkage fee is adjusted annually; the 2025 hotel inclusionary fee-in-lieu is \$4,831 per guest room.

The impetus for the creation of a hotel inclusionary zoning ordinance was a steady rise in hotel/inn/motel development between 2012 and 2018. Local and national data indicated that job creation in the hospitality industry would involve a considerable amount of workforce households at average wage rates below what was required to afford housing in Portland at the time. As a result of the specifics of the industry's profile and anticipating an increase in hotel/inn/motel development in the coming years, the hotel inclusionary zoning ordinance was adopted on January 23, 2019, Order 134-18/19 (Attachment B) and became effective on February 22, 2019.

Hotel development post IZ policy

Since adoption of the ordinance in 2019, 14 projects have been approved. Of the 14 projects three hotel projects approved in that timeframe were not subject to hotel inclusionary zoning requirements (Table 1). One project was too small (<10 rooms) to trigger the requirement and the other two were products of approved master development plans (Thompsons Point and Portland Foreside), which gave them pending proceeding status under the pre-inclusionary zoning code.

Table 1: Approved Hotel Projects Exempt From Hotel IZ Regulations				
Address	Common Name	Approval Year	Total Rooms	Status
148 Coveside Drive	Diamond Cove	2024	8	Approved
Thompson's Point	Forefront Hotel	2023	148	Under Construction
58 Fore Street	Portland Foreside	2023	128	Approved
Total	3		284	

Of the 11 remaining projects (Table 2), four have been constructed and completed, resulting in a combined total of 223 rooms. Each of these projects elected to contribute to the Housing Trust Fund, generating a total of \$834,373 in contributions. Two additional projects are currently under construction: The Docent's Collection at 178–184 Middle Street, which will contain 19 rooms and contribute \$86,602 into the Housing Trust Fund and 215 Commercial Street, which will contain 15 rooms and contribute \$70,380 into the housing trust fund. Both are smaller-scale renovations of

former office spaces in the Old Port. The remaining five projects have received approval but have not yet begun construction. If built, the five remaining projects would add an additional 623 new rooms. If all 11 projects are constructed as approved, they would collectively generate approximately \$3.8 million in contributions to the Housing Trust Fund and 880 hotel rooms.

Table 2: Approved Hotel Projects Subject To Hotel IZ Regulations					
Address	Common Name	Approval Year	Total Rooms	Fee-in-lieu	Status
*121 Middle Street	Docent's Collection	2019	26	\$72,314	Construction Complete
1 Center Street	Canopy by Hilton	2019	135	\$513,810	Construction Complete
754 Congress Street	The Longfellow Hotel	2020	48	\$182,688	Construction Complete
54 York Street	The Weldon Hotel	2024	14	\$65,562	Construction Complete
178-184 Middle Street	Docent's Collection	2023	19	\$86,602	Under Construction
215 Commercial Street	-	2024	15	\$70,380	Under Construction
477 Congress Street	Time & Temperature	2023	181	\$849,252	Approved
1060 Westbrook Street	Hyatt Jetport	2024	119	\$558,348	Approved
465 Congress Street	Monument Hotel	2024	92	\$431,664	Approved
385 Congress Street	Fathom	2023	179	\$815,882	Approved
245 Commercial Street	Portland Harbor Hotel Expansion	2024	52	\$243,984	Approved
TOTAL	11		880	\$3,890,486	

121 Middle Street – Awaiting fee-in-lieu payment for 7 additional rooms, which are included in the total room count.

In terms of location, of the 14 projects approved since the implementation of the Hotel IZ policy, approximately 57%, a total of eight projects (699 rooms) are located in the City's B-3 Downtown Business zone. This zone spans from roughly Franklin Street to State Street and includes the Old Port, Arts District, and abuts the waterfront areas recognized as the region's core for arts, culture, commerce, and civic life, where hotel development is both anticipated and encouraged. For comparison, between 2019 and 2024, the City also approved 1,695 residential dwelling units within the B-3 zone, reflecting strong and balanced growth in both hotel and residential

development. This trend aligns with the goals outlined in *Portland's Plan 2030*, which reinforces downtown as the region's primary hub of activity for the region.

The remaining hotel projects are also located in areas where hotel development is generally expected. Two projects are in the B-5 zone—one at Thompson's Point and the other at 54 York Street, just outside the B-3 zone near Commercial Street and the Old Port/Waterfront Central neighborhoods. One project, part of the master development plan for the Portland Foreside mixed-use development, is located in the B-6 zone in the Eastern Waterfront. Another is situated in the Airport Business (A-B) zone, an area commonly associated with airport-related uses and business travel. Finally, one project was approved as part of a contract zone on Great Diamond Island.

Approved Hotel Projects by Zone (2019–2024)		
Zone	Total Hotel Projects	Total Rooms Approved
B-2b	1	48
B-3	8	699
B-5	2	162
B-6	1	128
A-B	1	119
Contract Zone	1	8
TOTAL	14	1,164

In terms of size, there is no clear evidence of a significant trend toward smaller hotel projects (<10 rooms) as a means of avoiding Hotel IZ requirements. The average size of hotels operating prior to the adoption of the IZ policy was 89 rooms, compared to an average of 83 rooms for hotels approved since its implementation. Only one project approved since 2019 has been under 10 rooms. However, a notable emerging trend in hotel development is the rise of smaller-scale hotels with fewer than 30 rooms, offering an alternative to traditional accommodations. These boutique-style properties typically feature apartment-style suites with fully equipped kitchens, separate dining and living areas, and private bedrooms. They often operate with limited on-site staff, minimal amenities, and rely on mobile check-ins and lacking a centralized reception area. Four such projects—121 Middle Street, 178–184 Middle Street (Docent's Collection), 215 Commercial Street, and 54 York Street (The Weldon Hotel)—fit this model. While these developments were still required to comply with Hotel IZ regulations, they reflect a growing and distinct segment of the hospitality market that tend to operate more in the vein of short term rentals.

ReCode Zoning Changes

As part of the City's ReCode initiative, adopted by the City Council on November 4, 2024, new hotels are now prohibited in the B-1, B-2b, and TOD-1 zones. The purpose of these zones is to support neighborhood- and community-oriented retail, business, and service establishments within a more urban development pattern. They are intended to foster mixed-use development and moderate- to high-density housing in urban neighborhoods that align with the City's investment in high-frequency transit infrastructure, encouraging walking, biking, and public transit use. By prohibiting hotels in these zones, the City prioritizes housing and mixed-use developments and directs hotels to designated areas better suited for such uses.

ReCode also included changes to the definition of "hotel" within the land use code. These changes were designed to more clearly define hotels as multi-room commercial facilities with centralized reception, management, and cleaning services, and to address the emerging trend toward non-traditional forms of hotel development more akin to short-term rentals.

Inclusionary Zoning Fee-in-Lieu Assumptions

Linkage fees are often used by cities as a way to offset the impacts of new development. Before establishing a linkage fee, communities typically conduct a study that formally and systematically establishes the nexus, or the 'link,' between new development and the fee's purpose. In the case of the city's hotel IZ policy, a linkage fee study was completed in 2018 to document the nexus between hotel development and demand for affordable housing (Attachment C). The basic principle of the study, which was conducted by the Greater Portland Council of Governments (GPCOG), is that new hotel development creates new jobs and attracts new households to fill those jobs, and that new affordable housing is necessary to accommodate them.

When the hotel policy was created, it was also the intent that the linkage fee would be periodically updated. Although no specific timeframe was established for these updates and in anticipation of upcoming discussions regarding the current Hotel IZ fee amounts, City staff requested an updated fee-in-lieu analysis from GPCOG in early 2025 (Attachment D). It is important to note that GPCOG's current work did not include an evaluation of the 2018 fee study methodology, but instead simply replicated the original methodology using current day income and housing cost assumptions. In almost all cases, the current study used the same data sources as the 2018 study; the one exception was for housing cost data, where the original data source was no longer available. Because of this change in the availability of data, GPCOG supplied three possible updated fee-in-lieu figures, reflecting three estimated affordability gaps based on three alternative rental cost data sources (the City of Portland Rent Board reports, American Community Survey, or HUD Fair Market Rent). These figures range from \$9,520 to \$10,620 to \$13,731 per room, depending on the rent data source used.

For purposes of comparison, staff conducted an initial analysis of the potential impact of these three possible fees, based on an average sized hotel in the City of Portland of 85 rooms. Under the possible fees, the total inclusionary zoning contribution for a hotel of this size would range from \$809,164 to \$902,720 to \$1,167,120. The total contribution for an 85 room hotel at the 2025 hotel IZ figure of \$4,831 per room would be \$410,635.

NEXT STEPS:

If the summary and recommendations for changes to the existing Hotel IZ ordinance align with the committee's and City Council's priorities, the City can proceed in several possible directions:

1. **Option 1 - Raise IZ fee-in-lieu:** This option would increase the hotel IZ fee-in-lieu based on the estimated affordability gap identified in the 2025 GPCOG study. Staff seeks committee direction on the preferred fee amount based on the rent data source used. Based on the Council's direction, the housing unit per room requirement within hotel inclusionary zoning policy would also be adjusted.
2. **Option 2 - Raise IZ fee-in-lieu & reduce applicability threshold:** In addition to raising the hotel IZ fee-in-lieu based on the estimated affordability gap from the GPCOG study, this option would amend the definition of a "Hotel project" to apply to any size hotel, rather than the current requirement of only applying to projects that include 10 or more guest rooms. Based on the Council's direction, the housing unit per room requirement within hotel inclusionary zoning policy would also be adjusted.
3. **Option 3 - Maintain existing fee-in-lieu & reduce applicability threshold:** This option would retain the existing hotel IZ fee-in-lieu while reducing the applicability threshold. The definition of a "Hotel project" would be amended to include any hotel, rather than only those with 10 or more guest rooms. As in Option 2, the threshold of >10 rooms would be removed, making the IZ requirements applicable to all hotel projects. Based on the Council's direction, the housing unit per room requirement within hotel inclusionary zoning policy would also be adjusted.

FISCAL IMPACT

The hotel IZ policy has resulted in \$834,374 in contributions to the housing trust fund, with just over \$3 million in anticipated revenues from approved projects pending construction. The fee-in-lieu amount is adjusted annually. If the fee is updated to more accurately reflect current incomes and housing costs, assuming that hotel development trends hold steady, contributions to the housing trust fund could be expected to increase significantly.

CONCLUSION(S)

This item is for discussion and direction. If the committee supports the presented options and provides additional guidance on revisions, staff recommends that the hotel moratorium be extended to allow time for staff to draft proposed Land Use Code revisions. These revisions would then be reviewed by the Planning Board, which will provide a recommendation on a text amendment to update the Hotel Inclusionary Zoning ordinance for consideration by the full City Council. Following the Planning Board's recommendation, the amendment will move forward to the full City Council for consideration and final decision.

PRIOR COMMITTEE REVIEW

N/A

PREPARED BY

Kevin Kraft, AICP
Director
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Planning & Urban Development

ATTACHMENTS

Attachment A – Hotel Moratorium Order 77-24/25

Attachment B – Hotel IZ Ordinance Order 134-18/19

Attachment C – GPCOG Linkage Study 2018

Attachment D – GPCOG Linkage Study 2025

Attachment E – Hotel IZ Ordinance – Chapter 14

To: Jeff Levine, Planning & Urban Development Director
From: Stephanie Carver, GPCOG Planning Director
Date: 8/29/18
RE: Proposed Hotel Linkage Fee: Supportable Range

This memo has been expanded and updated based on additional data provided by the Maine Innkeepers Association.

Introduction

The City of Portland's Department of Planning & Urban Development is examining the feasibility of a proposal for assessing hotel linkage fees that would recover the cost of producing housing that is affordable for hotel employees. The purpose of this memo is to provide information to the City regarding the use of linkage fees for this purpose and outline a potential methodology for the calculation of a fee.

We have used the best available data to demonstrate how this methodology could be used to estimate a potential hotel linkage fee, but this does not constitute a recommendation from GPCOG as to the amount the City of Portland should charge for the hotel linkage fee nor is it a recommendation for the City of Portland to enact a hotel linkage fee ordinance.

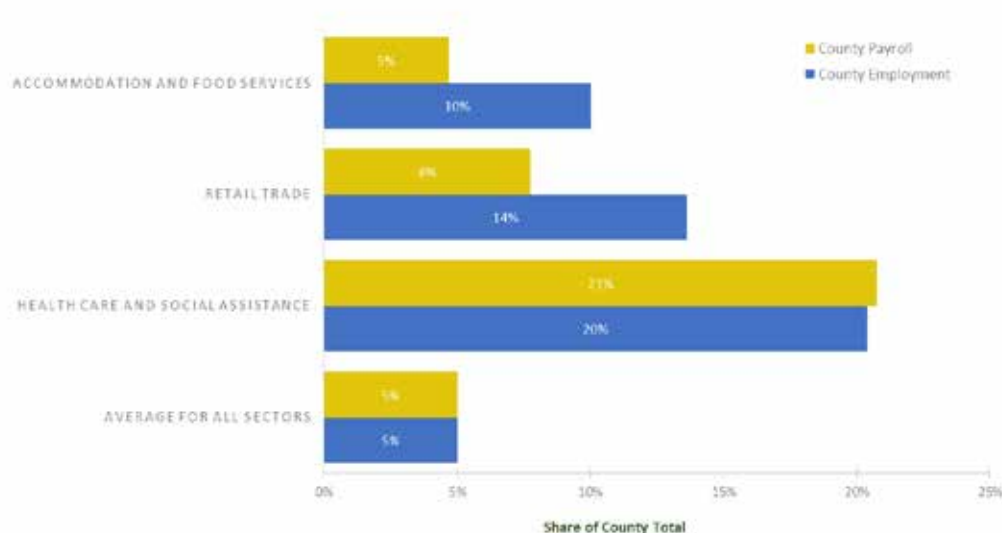
Background

Linkage fees are fees that cities may choose to implement to help mitigate the impact of new commercial development on the demand and availability of affordable housing. Prior to implementing a fee policy, communities often conduct a study to identify the connection, or “nexus” between new commercial development and the need for additional affordable housing. It is assumed that new commercial development contributes additional workers to a city’s workforce and adds new worker households. In many industries, a percentage of these households do not make enough to live and work in the same city. Looking outside the city to find affordable housing often results in longer commute times and higher transportation costs. If implemented, a linkage fee is typically charged to a developer as a condition of approval and it is assessed based on total square footage or number of units in the development.

The City's Comprehensive Plan identifies the increasing demand for affordable housing as an emerging issue and sets a goal of pursuing “policies to enable people who work in Portland to have the option to live in Portland.” To be considered affordable, housing should consume no more than 30% of a household’s income including rent, mortgage, utilities and other household related costs. Of the 1,130 housing units that were permitted and/or built in Portland between 2010 to 2014,

including apartments, condominiums and single-family homes, just 29% were offered at a rent or sales price affordable to a household earning the median incomeⁱ.

CUMBERLAND COUNTY EMPLOYMENT 2016



Source: US Census County Business Patterns, 2016

The Maine Office of Tourism estimates over 6 million tourists visited Portland in 2017. Hotel development is steadily increasing, with 1,811,050 square feet of hotel development - representing 2,647 units - currently in operation throughout the City. According to the US Census, the accommodation and food service sector is the third largest share of employment in Cumberland County, representing 10% of the County's workforce but only 5% of the County's payroll.

According to the Maine State Housing Authority the average rent (including utilities) for a two-bedroom apartment in Portland is \$1,053 per month, and the household income needed to afford the average rent in Portland is \$42,111 per year. However, this is the average rent paid by existing renters in Portland and new households moving to Portland will pay the current market rate, which is generally higher than the average rent. As of June 15, 2018, there are roughly 60 two-bedroom apartments listed for rent in Portland on Zillow, with monthly rents ranging between \$1,300-\$3,500. One third of those apartments are listed with rents between \$1,500 and \$2,000, and another third of those apartments are listed for more than \$2,000 per month. Therefore, a new household moving to Portland will expect to pay between 120%-330% of the average rent to live in the City.

There are a range of estimates available regarding the average wages of a full-time employee in this sector, and all are well below the household income needed to afford housing in Portland. According to the US Census, the average Cumberland County employee in this sector earns \$312 a week or \$16,227 per year. The Maine Department of Labor (DOL) estimates the median income for a full-time

Cumberland County employee in this sector to be significantly higher, \$24,908 per year. Additionally, as of 2017 the minimum wage in Portland is \$10.68/hour, so a full-time employee making this salary would earn an annual income of \$22,214. This affordability gap may force accommodation workers employed in Portland to seek housing outside of Portland.

Data

The minimum justified fee per square footage of hotel development outlined in this memo is based on data from both the US Census American Community Survey (ACS), and wage data from the Maine Department of Labor (DOL).

The US Census American Community Survey (ACS) data in this memo was used because it is the most comprehensive and consistent data source for demographic and economic characteristics of the population in GPCOG's service area. However, there are some limitations to the ACS data. First, it is 5-year sample data because this is the only data consistently available at the municipal, county, and state level. The drawback to using data pooled over five years is it averages out any short-term changes in income due to economic cycles or Portland's more recent minimum wage increase. Second, the median earnings reported by the ACS are based on what individuals report for their earnings regardless of whether they work full-time or part-time. As a result, these earnings may be skewed lower by individuals who work part-time, which may be more common for employment in the retail, food service, or accommodation sectors.

To balance these limitations, the median weekly wage data from the Maine DOL was also included in the analysis. The Maine DOL wage data is from the Quarterly Census of Employment and Wages (QCEW), which is based on employment and wage data reported to the Unemployment Insurance (UI) of the United States. The Maine DOL data also has some limitations. First, the data are only available at the industry level, so it is not possible to calculate the affordability gap for different occupations in the hotel sector. Second, the average weekly wage reported by the QCEW also does not differentiate between full-time and part-time employment. As a result, the weekly wage data reported by the Maine DOL may be skewed both by higher wage occupations and by part-time employment. The average weekly wage reported by Maine DOL was used to calculate yearly income based on full-time employment. This also assumes individuals employed in the accommodation sector can work full-time if they are willing and able toⁱⁱ.

Methodology

Methodologies used to calculate linkage fees vary, but in most cases the analysis begins with an estimation of the number of new employees associated with a typical development, in this case a hotel. In this methodology, a formula is used to calculate the affordability gap between what workers can afford to pay for housing and the average cost of market rate housing.

In Portland's case, a link is established between the creation of new jobs in the hotel sector and the increased demand for affordable housing through the following steps:

- **New Jobs.** Industry data was used to estimate the number of direct jobs that will be created by a new hotel with 180 units. According to the Urban Land Institute the typical hotel employs between 0.5-0.8 employees per hotel room. Using an average value of 0.65 employees per hotel room, it is estimated that a hotel with 180 rooms will employ 117 people. The current ratio of jobs per household was used to estimate how many households will be created by this new employment.
- **Households.** Currently there are 37,737 employed civilians aged 16 and over within the 30,211 total households in Portland. This means that on average there are 1.2 jobs per every household in Portland. Based on this ratio it is estimated that the 117 additional jobs created by a new hotel will create 94 new households in Portland. However, it is assumed employment in these households will be split up between different occupations, such as management, sales, service, and maintenance. The wages for each specific occupation may be higher or lower than the median wage for the hotel industry. Therefore, industry occupation employment and wage data examined from the ACS was used to estimate how many new households will be low income.

EMPLOYED POPULATION PER HOUSEHOLD 2016

	Portland	Cumberland County	Maine
Employed Civilian Population 16+	37,737	155,014	652,638
Total Households	30,211	117,871	551,109
Jobs/Household	1.2491	1.3151	1.1842

Source: American Community Survey 2016 5-year estimate

- **Jobs by Occupation.** Based on industry and occupation employment data from the ACS 64% of jobs in the hotel industry are service occupations, 19% of hotel jobs are management occupations, 13% of hotel jobs are sales and office occupations, and the remainder are maintenance and transportation occupations. The total number of jobs and households that will be created in each occupation was calculated by multiplying the share of hotel employment by occupation by the total number of new hotel jobs created.

NEW JOBS AND HOUSEHOLDS BY OCCUPATION CREATED BY NEW HOTEL EMPLOYMENT

	Share of Hotel Employment	Number of New Jobs	Number of New Households
Service	64%	74	60
Sales and Office	13%	15	12
Transportation	4%	4	3
Maintenance	1%	1	1
Management	19%	22	18
Total - All Occupations	100%	117	94

Source: American Community Survey 2016 5-year estimate;
GPCOG Analysis

Household Income. Median wage by occupation data for Cumberland County from the ACS was used to calculate the household income for each household in each occupation category. This calculation assumes 1 person in each new household works full-time in the hotel industry and any additional workers in the household earn the area median income:

NEW HOUSEHOLDS AND HOUSEHOLD INCOME BY OCCUPATION (ACS DATA)

	Number of New Households	Median Wage for Hotel Income Earner	Median Wage for Second Income Earner	Total Household Income
Service	60	\$18,109	\$9,015	\$27,124
Sales and Office	12	\$30,444	\$9,015	\$39,459
Transportation	3	\$31,695	\$9,015	\$40,710
Maintenance	1	\$33,421	\$9,015	\$42,436
Management	18	\$52,910	\$9,015	\$61,925

Source: GPCOG Analysis and American Community Survey 2016 5-year estimates

Median wage by industry data from the Maine DOL was also used to calculate the average household income for the 94 new households created by hotel employment:

NEW HOUSEHOLDS AND HOUSEHOLD INCOME (MAINE DOL DATA)

	Number of New Households	Median Wage for Hotel Income Earner	Median Wage for Second Income Earner	Total Household Income
Accommodation	94	\$24,908	\$12,164	\$37,072

Source: GPCOG Analysis and Maine DOL QCEW 2016

Affordability Gap. These estimates for household income by occupation were compared to housing affordability data from the Maine State Housing Authority to show the difference between what the new households created by hotel employment earn and the minimum income needed to afford a two-bedroom apartment in Portland. These results show that households with Service, Sales and Office, and Transportation occupations have a household income that is lower than the minimum income needed to afford rental housing in Portland. This household affordability gap is largest (\$14,987) for households with Service occupations, which also represent nearly 2/3 of households created by the new hotel employment.

AFFORDABILITY GAP ANALYSIS (ACS DATA)

	Number of New Households	Total Household Income	Income Needed to Afford Rent in Portland	Household Affordability Gap	Total Affordability Gap
Service	60	\$27,124	\$42,111	\$14,987	\$892,820
Sales and Office	12	\$39,459	\$42,111	\$2,652	\$32,048
Transportation	3	\$40,710	\$42,111	\$1,401	\$4,856
Maintenance	1	\$42,436	\$42,111	NA	\$0
Management	18	\$61,925	\$42,111	NA	\$0
Total					\$929,724

Source: Maine State Housing Authority, 2017; American Community Survey 2016 5-year estimates

The household affordability gap using the median wage by industry data from the Maine DOL was also calculated:

AFFORDABILITY GAP ANALYSIS (MAINE DOL DATA)

	Number of New Households	Total Household Income	Income Needed to Afford Rent in Portland	Household Affordability Gap	Total Affordability Gap
Accommodation	94	\$37,072	\$42,111	\$5,039	\$472,007

Source: Maine State Housing Authority, 2017; Maine DOL QCEW 2016

Aggregate Affordability Gap. The household affordability gap for each occupation was multiplied by the number of households with employment in each occupation to arrive at a total affordability gap that ranges between \$472,007 and \$929,724 per year. This number represents the difference between these households' ability to pay for their housing and the market cost of their housing based on the median monthly rent, for one year. In reality these

households may face higher rental housing costs since current Portland rents for new units are significantly higher than the median rent.

Final Calculation. Dividing the affordability gap by the number of new hotel rooms results in an average affordability gap that ranges between \$2,622 and \$5,165 per room, or between \$3.91 and \$7.70 per square foot. Therefore, a fee between **\$3.90-\$7.70 per square foot** would cover a minimum justified housing affordability gap for the 94 new households created by a new 180-unit hotel employment for one year. This methodology assumes the median wage for a hotel income earner in the service industry, including full-time and part-time employees, is \$18,109 based on US Census ACS data. If it is instead assumed that hotel service industry employees are working full-time at the City's minimum wage of \$10.68/hour and making \$22,241 annually, then the minimum justified fee would be between \$2,622 and \$3,806 per room or **\$3.90-\$5.67 per square foot** of hotel development for one year. However, this assumes individuals working in the service sector are able to procure full-time employment, which is not always the caseⁱⁱ.

This example estimate represents the full cost of the affordability gap for employment in one hotel for one year as calculated by the proposed methodology. Multiple factors could potentially impact the demand for affordable housing and the City may determine a higher or lower percentage of this fee based on these variables. Furthermore, this fee could be re-evaluated periodically as circumstances such as inflation, rents, and rental housing supply change.

ⁱ Portland 2030 Housing Demand, GPCOG 2015

ⁱⁱ According to a 2016 study (<https://www.epi.org/publication/still-falling-short-on-hours-and-pay-part-time-work-becoming-new-normal/#epi-toc-21>) from the Economic Policy Institute the retail trade and leisure and hospitality sectors contributed to 63% of the growth in part-time employment and 54% of the growth in involuntary part-time employment from 2007-2015. Involuntary part-time employment is defined as individuals who are working part time because full time work could not be found or hours were reduced due to economic conditions (slack work).

MEMO

To: Kevin Kraft, Director of Planning & Urban Development
From: Kristina Egan, GPCOG Executive Director
Date: 3/18/25
Re: Hotel Linkage Fee Update

Introduction

In 2018, the City of Portland asked the Greater Portland Council of Governments (GPCOG) to assess the feasibility of a hotel linkage fee that could be used to help offset the cost of producing affordable housing for hotel employees. The resulting memo outlined the use of linkage fees for this purpose, proposed a methodology for calculating the fee, and provided a range of justifiable figures for implementation. Using this analysis, the City established inclusionary zoning requirements for hotels and an in-lieu fee of \$3,806 per guest room. This figure has been adjusted annually in the time since its adoption. The fee-in-lieu for 2025 is \$4,831 per guest room.

Recognizing significant market changes since 2018, the City of Portland requested an updated analysis in early 2025. The following memo replicates the original linkage fee methodology to the best extent possible using updated data.

Background

Linkage fees are tools cities can use to offset the impact of new commercial development on affordable housing availability and demand. Before implementing such a policy, communities typically conduct a study to identify the “nexus” between new development and the need for additional affordable housing. The assumption is that commercial growth brings new workers, some of whom may not earn enough to live in the city. This often forces households to seek housing outside the city, resulting in longer commutes and higher transportation costs. If adopted, a linkage fee is typically charged to developers as a condition of project approval, based on the development’s total square footage or number of units.

Data

Where possible, the hotel linkage fee range in this memo is based on the same data sources used in the original 2018 study. To maintain consistency, 2023 data was used across multiple sources, even when newer data was available in some cases.

Employment + Wage Data

This analysis relies on employment and wage data from the U.S. Census American Community Survey (ACS), which provides the most consistent workforce and wage estimates. The previous memo also incorporated wage data from the Maine Department of Labor as a point of comparison; however, the adopted hotel linkage fee was ultimately based on wage data from the ACS.

Housing Cost Data

The 2018 linkage fee study used rental data from the Maine State Housing Authority to establish a baseline housing cost, using a two-bedroom unit as a reference point (due to its ability to accommodate the assumed household size). However, in the time since, Maine Housing has stopped publishing rental data. As a result, this memo relies on several other readily available sources of rental data to estimate housing costs, including the Department of Housing and Urban Development's Fair Market Rent (FMR) Documentation System, the American Community Survey, and the City of Portland's Rent Board Report.

- **Fair Market Rent:** FMR represents the average cost of renting a moderately priced home, including utilities, in a specific area. It is used to set rent limits for housing assistance programs to ensure they align with current market conditions. The Portland, ME HUD Metro FMR Area includes municipalities in Cumberland County and parts of York County. Updated annually, FMR estimates are based on rental market surveys, American Community Survey data, and inflation adjustments.¹
- **U.S. Census ACS Data:** The ACS provides median gross rent estimates by unit size, accounting for both rent and utilities when not already included. Data is based on five-year samples, which help ensure statistical reliability but smooth out short-term rent fluctuations. Estimates reflect both market-rate and subsidized rentals.²
- **City of Portland Rent Board Report:** These annual reports provide data on rental availability, city-wide rent prices, rental market trends, and board actions on rent increases, among other topics.³

Methodology

Linkage fee calculations typically estimate the number of new employees and households generated by a development, such as a hotel. Wage and rent data are then used to estimate the gap between what these workers can afford for housing and the average market rent. This memo presents that analysis for Portland, using the most recent and locally relevant data, through the following steps:

Number of New Jobs

To estimate job creation, industry data was applied to a 180-room hotel – chosen as a representative example based on an actual development. While staffing levels vary based on factors such as hotel size, service level, and operational needs, the original linkage fee study assumed a ratio of .65 employees per hotel room, based on numbers from the Urban Land Institute. Using this ratio, a 180-room hotel is expected to generate 117 jobs.

Number of New Households

The current ratio of jobs per household was then used to estimate the number of households represented by this new employment. Portland currently has 39,590 employed civilians aged 16 and over across 32,393 households⁴, or an average of 1.22 jobs per household. Using this ratio, the 117 new jobs created by the example 180-room hotel would generate an estimated 96 new households.

Employment and Households by Occupation

The jobs held by hotel employees would span various occupations – management, sales, service, maintenance, etc.— with wages varying by role. To estimate how many of the households employed by a new hotel would be low-income, industry-specific employment and wage data from the American Community Survey was used. The American Community Survey groups Arts, Entertainment, Recreation, Accommodation, and Food Services together, reflecting industries tied to the service sector. While this broad category includes more than just hotel jobs, it offers the best available estimate for occupational distribution. Within this sector, approximately 56% of jobs are in service occupations, 31% in management, 7% in sales and office, 6% in transportation, and 1% in maintenance.⁵

The table below estimates the number of new employees and households created by occupation.

ESTIMATED NEW HOTEL JOBS AND HOUSEHOLDS BY OCCUPATION

	% of Service Sector Employment	# of New Hotel Employees ⁱ	# of New Households ⁱⁱ
Service	55.5%	65	53
Management	30.6%	36	29
Sales and Office	6.8%	8	7
Transportation	5.8%	7	6
Maintenance	1.2%	1	1
Total	100%	117	96

ⁱ Calculated by multiplying the percentage of service sector employment by the total estimated 117 hotel employees.

ⁱⁱ Calculated by multiplying the percentage of service sector employment by the total estimated 96 households.

Household Incomes

Household income estimates were calculated using Cumberland County's ACS median earnings data by occupation for 2023.⁶ This approach reflects the broader region where hotel workers in Portland may reside. The one exception is for service workers, where the City of Portland's 2023 minimum wage of \$14/hour was substituted for the ACS median wage. The household income calculations assume one person in each household works full time in the hotel industry and also assumes a second household member makes the area median earnings.⁷ The table below presents these estimated household incomes by occupation.

ESTIMATED NEW HOUSEHOLDS AND HOUSEHOLD INCOME BY OCCUPATION (2023 ACS DATA)

	# of New Households	Median Wage for Hotel Employee	Median Wage for 2 nd Income Earner ⁱⁱ	Total Household Income
Service ⁱ	53	\$29,120	\$10,899	\$40,019
Management	29	\$71,711	\$10,899	\$82,610
Sales and Office	7	\$42,467	\$10,899	\$53,366
Transportation	6	\$40,829	\$10,899	\$51,728
Maintenance	1	\$50,572	\$10,899	\$61,471

ⁱ The Service wage reflects Portland's 2023 minimum wage of \$14/hour, as the Census estimate was below the legal minimum.

ⁱⁱ The second income earner's wage of \$10,899 is based on 0.22 of the 2023 Census median earnings for all occupations in Cumberland County (\$49,540), reflecting the estimated 1.22 employees per household.

Affordability Gap

To create a range, the estimated household incomes for each occupation category were then compared to three different rent data sources to assess whether new hotel employees can afford a two-bedroom unit in Portland and to calculate the cumulative 'affordability gap.'

ESTIMATED AFFORDABILITY GAP: 2023 FAIR MARKET RENT FOR PORTLAND METRO AREA

[\$1,859 for a two-bedroom unit]

	New Households	Household Income	Income Needed ⁱ	Affordability Gap (HH)	Total Gap
Service	53	\$40,019	\$79,671	\$39,652	\$2,101,556
Management	29	\$82,610	\$79,671	- \$2,939	N/A
Sales and Office	7	\$53,366	\$79,671	\$26,305	\$184,135
Transportation	6	\$51,728	\$79,671	\$27,943	\$167,658
Maintenance	1	\$61,471	\$79,671	\$18,200	\$18,200
Total	96	--	--	--	\$2,471,549
Per Room					\$13,731

ⁱAnnualizing Fair Market Rent (\$1,859 * 12 months = \$22,308) and dividing by 0.28 yields \$79,671, ensuring rent remains just below the 30% housing cost burden threshold.

ESTIMATED AFFORDABILITY GAP: 2023 ACS MEDIAN GROSS RENT FOR PORTLAND

[\$1,664 for a two-bedroom unit]

	New Households	Household Income	Income Needed ⁱ	Affordability Gap (HH)	Total Gap
Service	53	\$40,019	\$71,314	\$31,295	\$1,658,635
Management	29	\$82,610	\$71,314	- \$11,296	N/A
Sales and Office	7	\$53,366	\$71,314	\$17,948	\$125,636
Transportation	6	\$51,728	\$71,314	\$19,586	\$117,516
Maintenance	1	\$61,471	\$71,314	\$9,843	\$9,843
Total	96	--	--	--	\$1,911,630
Per Room					\$10,620

ⁱAnnualizing ACS median rent (\$1,664 * 12 months = \$19,968) and dividing by 0.28 yields \$71,314, ensuring rent remains just below the 30% housing cost burden threshold.

ESTIMATED AFFORDABILITY GAP: 2023 CITY OF PORTLAND RENT BOARD

[\$1,595 for a two-bedroom unit]

	New Households	Household Income	Income Needed ⁱ	Affordability Gap (HH)	Total Gap
Service	53	\$40,019	\$68,357	\$28,338	\$1,501,914
Management	29	\$82,610	\$68,357	- \$14,253	N/A
Sales and Office	7	\$53,366	\$68,357	\$14,991	\$104,937
Transportation	6	\$51,728	\$68,357	\$16,629	\$99,774
Maintenance	1	\$61,471	\$68,357	\$6,886	\$6,886
Total	96	--	--	--	\$1,713,511
Per Room					\$9,520

ⁱAnnualizing ACS median rent (\$1,595 * 12 months = \$19,140) and dividing by 0.28 yields \$68,357, ensuring rent remains just below the 30% housing cost burden threshold.

Final Calculation

As shown on the previous page, dividing the total affordability gap by the 180 new hotel rooms results in an **estimated per-room affordability gap ranging from \$9,520 to \$10,620 to \$13,731** depending on the rent data source used (City of Portland Rent Board, American Community Survey, or HUD Fair Market Rent). This estimate reflects the full annual affordability gap associated with the jobs generated by a single hotel room based on the methodology from the original 2018 study.

¹ Department of Housing and Urban Development [FY 2023 Fair Market Rent Documentation System](#) for the Portland, ME HUD Metro FMR Area

² U.S. Census American Community Survey 2019-2023 5-year estimate (Table B25031)

³ [2023 Portland Rent Board Annual Report](#) (pg. 12)

⁴ U.S. Census American Community Survey 2019-2023 5-year estimate (Table DP03)

⁵ U.S. Census American Community Survey 2019-2023 5-year estimate (Table S2405)

⁶ U.S. Census American Community Survey 2019-2023 5-year estimate (Table B24011)

⁷ U.S. Census American Community Survey 2019-2023 5-year estimate (Table S2001)

Real Estate Consulting Study

Hotel IZ Feasibility Assessment

Presented to: City of Portland, ME
Presented to: Department of Planning and Urban Development
Presented by: Colliers
Date: 9/19/2025



Presentation Outline

1. About Colliers
2. Understanding of the Situation
3. Colliers Study Assumptions
4. Executive Summary
5. Urban Hotel
6. Airport Hotel
7. Prototype Hotel
8. Conclusions
9. Q&A Discussion



Who is Colliers

We are enterprising.

Our expert advice to property occupiers, owners and investors leads the industry into the future. We invest in relationships to create enduring value.

What sets us apart is not what we do, but how we do it. Our people are passionate, take personal responsibility and always do what's right for our clients, people and communities. We attract and develop industry leaders, empowering them to think and act differently to drive exceptional results.

What's more, our global reach maximizes the power of property, wherever our clients do business.

At Colliers, we **accelerate success**.



Annual
revenue

\$4.3B

Countries we
operate in

66

Assets under
management

\$98B

Lease and sale
transactions

46,000

Square feet
managed

2B

Professionals

19,000

Number of countries includes affiliates

Our **clients**

Who do we work with?



Landlords & Investors

- Investment Sales
- Leasing
- Real Estate Management
- Project Management
- Valuation & Advisory
- Consulting
- Tax Appeal
- Research



Tenants / Occupiers

- Leasing
- Corporate Solutions
- Consulting
- Lease Audits
- Real Estate Management
- Tax Appeal
- Research
- Location Advisory
- Workplace Strategy & Innovation



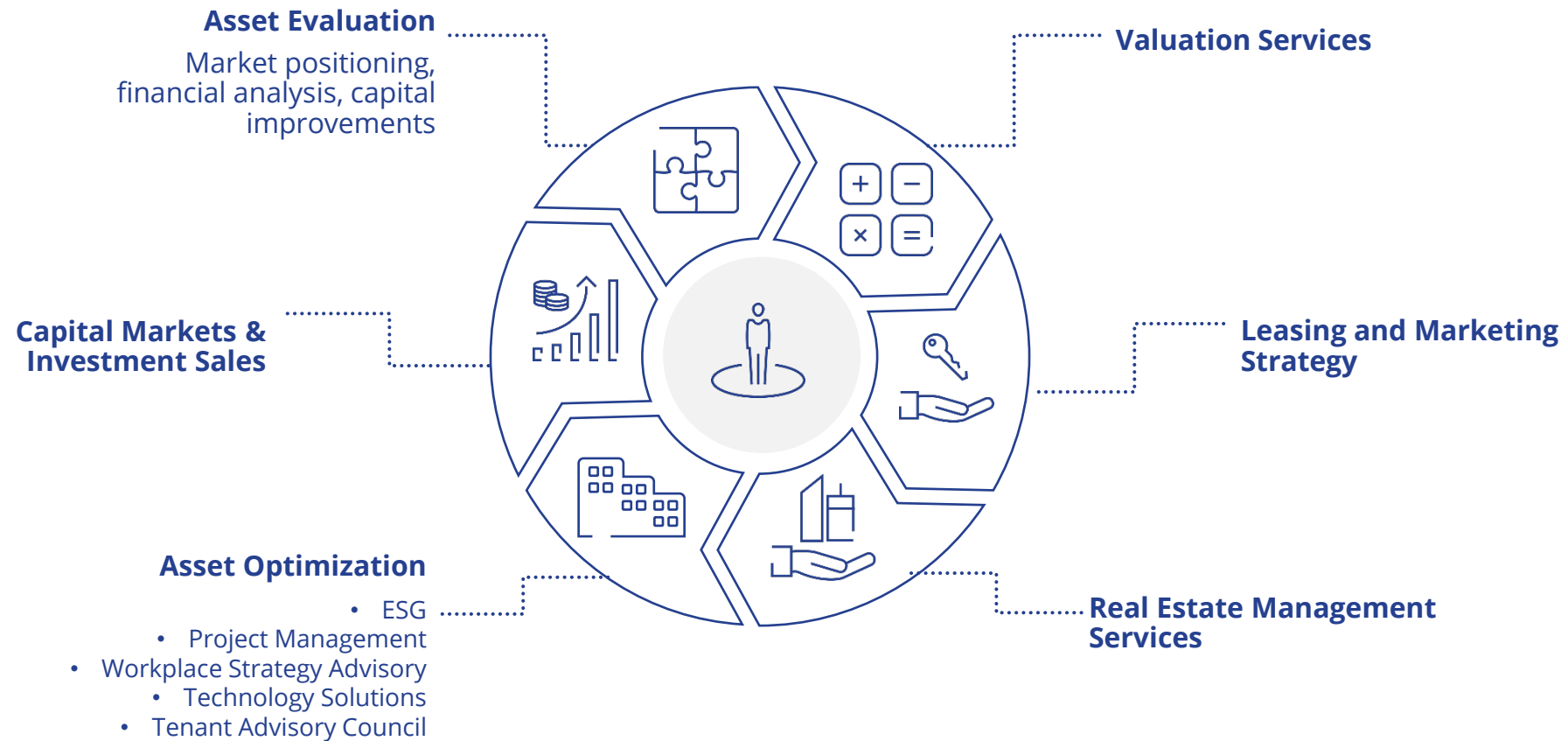
Developers & Investors

- Investment Sales
- Leasing
- Project Management
- Valuation & Advisory
- Consulting
- Research



Platform **Depth**

Maximize the potential



Understanding of the Situation

Study Objectives



Overview

- The City of Portland is evaluating a potential update to its hotel linkage fee to supports the development of affordable housing.
- A range of potential per-room fees, ranging from the current fee of \$4,831 to a maximum fee of \$13,731, was identified.
- A further modification is being considered that would yield a maximum per-room linkage fee of \$28,835.10.
- Colliers International was retained to assess the feasibility of the various hotel linkage fees on multiple hotel development scenarios including a:
 - Boutique Urban Hotel Project: 48-room, full service
 - Airport Hotel Project: 120-room, select service
 - A Prototype Hotel Project: 85-room, full service

Understanding of the Situation

Requested Scope of Work



Colliers' Scope of Work

- Colliers modeled the feasibility impacts of the hotel linkage fee at the low end (\$4,831/room), middle, based upon the highest figure in the 2025 GPCOG Nexus Study (\$13,731/room), and high end (\$28,835/room) of the proposed fee range.
- Colliers identified the threshold fee level at which the linkage fee would materially impact the financial feasibility, using standard industry metrics such as Yield on Cost (YoC), Internal Rate of Return (IRR), and Total Development Cost (TDC).
- Colliers calculated a maximum level of economically supportable fees that can be determined based on the analysis.

Colliers Study Assumptions

Sources of Information



Development Assumptions

- Colliers utilized its Research Group and Valuation Group to collect information on historical construction costs, land sales and future development pipeline.
- Colliers leveraged industry contacts to understand current construction hard costs for similar development projects.
- Colliers inflation adjusted the collected data to “true up” the values to 2025 estimates.
- When possible, Colliers utilized industry standard ratios to calculate architecture and engineering costs, insurance and real estate taxes, contingencies, developer fees, debt/lending costs, and other soft costs.
- Colliers assumes the estimated budgets are in-line with what the actual project costs are for the Urban and Airport projects.
- Colliers assumes that all developments are low-rise projects.

Colliers Study Assumptions

Sources of Information



Operating Assumptions

- Colliers utilized public and internal repositories to collect submarket information on Average Daily Rate (“ADR”), Revenue Per Available Room (RevPAR), and forward-looking trends.
- Colliers used both the 3-month (June-August) and 12-month (September-August) averages from CoStar and Smith Travel Research to produce its best estimates for its analysis.
- Colliers assumed the various submarkets in the Greater Portland Area reflect the differences between the various hotel development types analyzed. The submarkets used were:
 - Portland Downtown Submarket: Urban and Prototype Projects
 - Portland Surrounding: Airport Hotel
- When possible, Colliers utilized industry standard ratios to calculate department revenue and expense, undistributed costs, management and franchise fees, and return hurdles.

Colliers Study Assumptions Definitions & Return Hurdles



Colliers reviewed the scenarios based on perspective of real estate developer/sponsor. Although each investor group will have different return requirements, Colliers has applied generally acceptable return hurdles that would make a project appealing to both equity investors as well as lenders.

- **Unlevered vs. Levered:** Unlevered means without debt (all cash). Levered means with debt. Almost all real estate development project assumes there is leverage (with debt).
- **Internal Rate of Return (IRR):** The discount rate that makes the net present value of a project zero. An IRR that is above this breakeven percentage or the investor's cost of capital generally signifies a more desirable investment, making it a useful tool for comparing different investment opportunities that have longer hold periods. A viable project should achieve a Levered IRR near 20% over a 10-year hold period.
- **Equity Multiple (EMx):** A return metric which shows how much an investor earned on his or her invested capital. It is calculated by dividing the total profit of a project against the equity contribution by the investors. It is the number of times a project has returned its cost. A viable project should achieve a Levered EMx close to 2.50x. The longer the hold period, the better the EMx
- **Yield on Cost (YoC):** A short-term return calculation that takes the asset's Net Operating Income (Cashflow from Operations) divided by the total project cost. As a rule of thumb, the YoC must exceed the project's cost of capital. Typically, an untrended (not inflation adjusted) YoC should be 7.50% or higher.

Return metrics cannot be considered independent of each other. Some merchant/serial developers will be more concerned with an immediate return on investment (Yield-on-Cost) since their hold period horizon is short. Other developers will have a longer-term perspective and consider the total cashflow over the hold term paramount to an immediate return (IRR).

Colliers Executive Summary

Overall Conclusions



- **Current Linkage Fees are likely too low:** In all scenarios, the Low Linkage Fee amount still produced a very profitable project. If all other variables are held level, the fee can be increased to varying levels so long as developers still achieve
- **Full-service hotels do not produce overarching returns:** Although the RevPAR/ADR is higher in urban hotels, the operating costs are higher too. Overall margins were similar across all scenarios.
- **Scale could translate to better returns:** The largest scenario is the Airport Hotel Project, and the short term Yield on Cost is better than the Urban Hotel Project. Even better is the Prototype Hotel Project as it takes advantage of additional scale and the urban hotel model that has additional revenue sources.
- **Linkage Fee Breakeven is not a “one size fits all” amount:** Because of this, any new Linkage Fee increased will likely be defined by the returns of the worst performing scenario.

Colliers Executive Summary

Urban Hotel Project



A downtown, full-service hotel offer a wide array of amenities and services, including on-site restaurants, room service, fitness centers, spa, concierge services, and meeting and banquet rooms.

- **Current Fee:** The current fee of \$4,831/key generates sufficient return metrics which may allow increases to the fee.
- **Middle Fee:** The middle fee of \$13,831/key should generate sufficient return metrics, and there is a possibility to increase the fee amount slightly.
- **High Fee:** The high fee of \$28,835/key is not feasible for a hotel project of this scale.
- **Conclusion:** The potential for additional Linkage Fees can be can be increased. The limiting factor in this scenario is the low room key count. Higher room counts may provide more ability to increase Linkage Fees.

Colliers Executive Summary

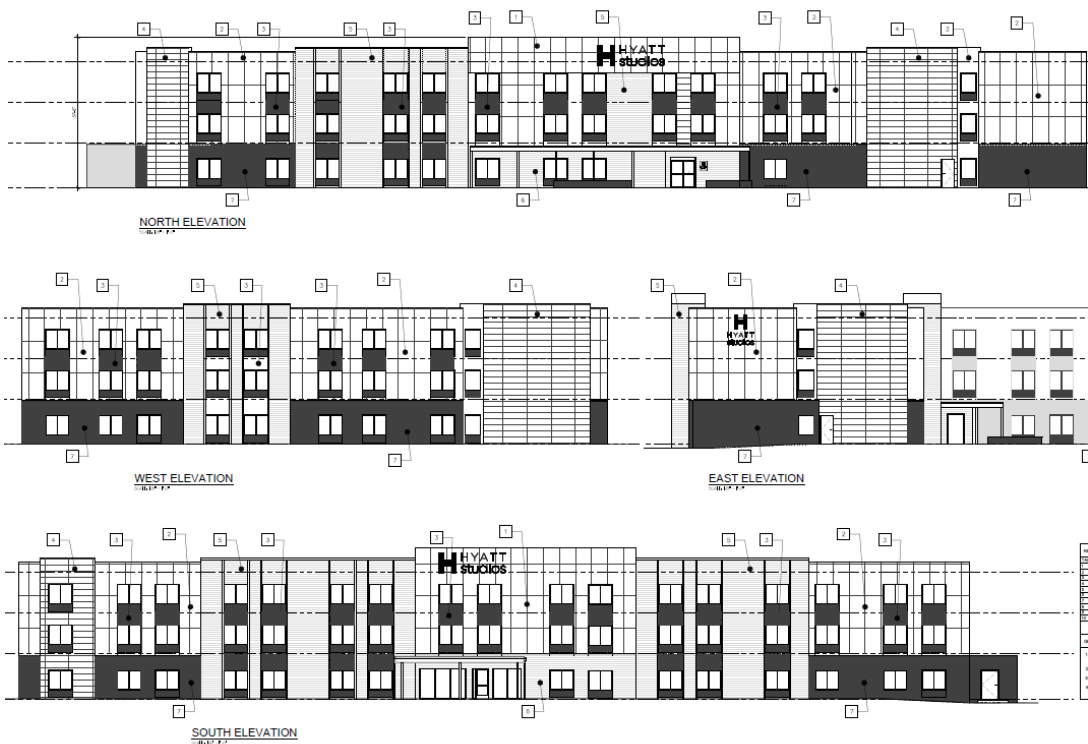
Urban Hotel Project

Low Linkage Fee	Cash Outflow	Profit	IRR	Equity Multiple	Yield on Cost: 7.96%
Unlevered	(\$18,042,540)	\$16,879,341	14.37%	1.97x	
Levered	(\$7,216,152)	\$12,578,948	Ok 22.09%	Ok 2.52x	
Limited Partner	(\$7,431,621)	\$9,698,463	20.15%	2.31x	
Sponsor	(\$825,736)	\$2,880,485	34.32%	4.49x	
Middle Linkage Fee	Cash Outflow	Profit	IRR	Equity Multiple	Yield on Cost: 7.77%
Unlevered	(\$18,490,976)	\$16,452,141	13.76%	1.92x	
Levered	(\$7,396,291)	\$12,130,512	Ok 20.64%	Ok 2.44x	
Limited Partner	(\$7,593,747)	\$9,462,571	18.91%	2.25x	
Sponsor	(\$843,750)	\$2,667,940	31.88%	4.16x	
High Linkage Fee	Cash Outflow	Profit	IRR	Equity Multiple	Yield on Cost: 7.46%
Unlevered	(\$19,251,881)	\$15,727,149	12.79%	1.85x	
Levered	(\$7,701,659)	\$11,369,607	Does Not Work 18.40%	Does Not Work 2.30x	
Limited Partner	(\$7,868,578)	\$9,062,304	17.02%	2.15x	
Sponsor	(\$874,286)	\$2,307,302	27.84%	3.64x	

The Urban Hotel can sustain a higher Linkage Fee payment than its current basis. The Middle Linkage Fee of \$13,731/unit may be possible.

Colliers Executive Summary

Airport Hotel Project



An in-town, select service hotel. These hotels typically feature quality guestrooms, free Wi-Fi, small fitness centers, and lobby areas, along with limited food and beverage options, such as complimentary breakfast or a grab-and-go market.

- **Current Fee:** The current fee of \$4,831/key generates sufficient returns, which may allow higher linkage fees.
- **Middle Fee:** The middle fee of \$13,831/key produces near breakeven returns, but additional increases may not be possible.
- **High Fee:** The maximum fee of \$28,835/key is not feasible for a hotel project of this scale.
- **Conclusion:** The potential for additional Linkage Fees can be higher. The limiting factor is the low RevPAR and lack of additional revenue compared to the Urban Hotel Project.

Executive Summary

Airport Hotel Project

Low Linkage Fee	Cash Outflow	Profit	IRR	Equity Multiple	Yield on Cost: 8.46%
Unlevered	(\$24,717,914)	\$21,529,942	13.94%	1.90x	
Levered	(\$9,887,661)	\$15,375,029	Ok 22.79%	Ok 2.34x	
Limited Partner	(\$10,305,262)	\$11,793,888	20.75%	2.14x	
Sponsor	(\$1,145,029)	\$3,581,142	35.50%	4.13x	
Middle Linkage Fee	Cash Outflow	Profit	IRR	Equity Multiple	Yield on Cost: 8.10%
Unlevered	(\$25,834,623)	\$20,461,942	12.82%	1.82x	
Levered	(\$10,333,219)	\$14,258,320	Ok 19.78%	Ok 2.20x	
Limited Partner	(\$10,706,264)	\$11,208,479	18.18%	2.05x	
Sponsor	(\$1,189,585)	\$3,049,841	30.38%	3.56x	
High Linkage Fee	Cash Outflow	Profit	IRR	Equity Multiple	Yield on Cost: 7.54%
Unlevered	(\$27,733,487)	\$18,649,450	11.09%	1.70x	
Levered	(\$11,094,660)	\$12,359,456	Does Not Work 15.54%	Does Not Work 1.98x	
Limited Partner	(\$11,391,560)	\$10,202,043	14.65%	1.90x	
Sponsor	(\$1,265,729)	\$2,157,413	22.15%	2.70x	

The Airport Hotel can sustain a higher Linkage Fee payment than its current basis. The Middle Linkage Fee of \$13,731/unit may be possible.

Break-even @ \$35,000/Key

Unlevered

Levered

Limited Partner

Sponsor

Cash Outflow

(\$33,165,399)

(\$13,267,099)

(\$13,645,329)

(\$1,516,148)

Profit

\$30,037,195

\$22,186,125

\$17,245,424

\$4,940,701

IRR

13.92%

21.02%

19.24%

32.50%

Equity Multiple

1.94x

2.46x

2.26x

4.26x

Colliers

17

Executive Summary

Prototype Hotel Project



A downtown, full-service hotel offer a wide array of amenities and services, including on-site restaurants, room service, fitness centers, spa, concierge services, and meeting and banquet rooms.

- **Current Fee:** The current fee of \$4,831/key generates sufficient returns, which may allow higher linkage fees.
- **Middle Fee:** The middle fee of \$13,831/key generates sufficient returns, which may allow higher linkage fees.
- **High Fee:** The maximum fee of \$28,835/key generates sufficient returns, which may allow higher linkage fees.
- **Conclusion:** The Prototype Hotel Project has the advantage over the Urban Hotel Project due to increased room count. However, any advantages gained would likely be lost if the project becomes a mid-rise or high-rise construction project.

For Illustration Purposes Only

Executive Summary

Prototype Hotel Project

Low Linkage Fee	Cash Outflow	Profit	IRR	Equity Multiple	Yield on Cost: 8.44%
Unlevered	(\$30,915,364)	\$32,176,560	15.68%	2.08x	
Levered	(\$12,367,079)	\$24,436,161	Ok 25.38%	Ok 2.71x	
Limited Partner	(\$12,835,311)	\$18,428,922	23.02%	2.44x	
Sponsor	(\$1,426,146)	\$6,007,238	39.46%	5.21x	
Middle Hotel Fee	Cash Outflow	Profit	IRR	Equity Multiple	Yield on Cost: 8.23%
Unlevered	(\$31,709,914)	\$31,420,060	15.03%	2.03x	
Levered	(\$12,682,733)	\$23,641,611	Ok 23.73%	Ok 2.62x	
Limited Partner	(\$13,119,400)	\$18,011,167	21.58%	2.37x	
Sponsor	(\$1,457,711)	\$5,630,444	36.92%	4.86x	
High Linkage Fee	Cash Outflow	Profit	IRR	Equity Multiple	Yield on Cost: 7.90%
Unlevered	(\$33,057,433)	\$30,136,211	14.00%	1.94x	
Levered	(\$13,222,939)	\$22,294,092	Ok 21.21%	Ok 2.47x	
Limited Partner	(\$13,605,585)	\$17,302,295	19.40%	2.27x	
Sponsor	(\$1,511,732)	\$4,991,797	32.82%	4.30x	

The Prototype Hotel can sustain a higher Linkage Fee payment than its current basis. Due to its increased scale and urban location, the High Linkage Fee amount may be possible.

Hotel IZ Feasibility Study

Discussion

Appendix

Development and Operations Ratios

Development Assumptions

Land Costs	Urban	Airport	Prototype
Acquisition Cost (Land)	Actual Land Cost	Actual Land Cost	Urban Hotel Cost
Acquisition Cost (Legal)	1.00% of Land Cost	1.00% of Land Cost	1.00% of Land Cost
Transfer Taxes (Buy Side)	\$1.10 per \$500	\$1.10 per \$500	\$1.10 per \$500
Due Diligence Fees	1.00% of Land Cost	1.00% of Land Cost	1.00% of Land Cost

Hard Costs	Urban	Airport	Prototype
Hard Cost (Vertical)	\$250.00/GSF	\$250.00/GSF	\$250.00/GSF
Hard Cost (Garage)	\$50,000/Space	N/A	\$50,000/Space
Cost Escalation	5.00%/Year to Midpoint	5.00%/Year to Midpoint	5.00%/Year to Midpoint
CM Fee	2.00% of Direct Costs	2.00% of Direct Costs	2.00% of Direct Costs
Hard Cost Contingency	5.00% of Hard Costs	5.00% of Hard Costs	5.00% of Hard Costs

Soft Costs	Urban	Airport	Prototype
Architect - Design Phase	5.00% of Hard Costs	5.00% of Hard Costs	5.00% of Hard Costs
Architect - CA	1.50% of Hard Costs	1.50% of Hard Costs	1.50% of Hard Costs
Engineering	1.50% of Hard Costs	1.50% of Hard Costs	1.50% of Hard Costs
Legal	\$50,000	\$50,000	\$50,000
Owner's Project Manager	1.00% of Hard Costs	1.00% of Hard Costs	1.00% of Hard Costs
Permitting & Entitlement	1.25% of Hard Costs	1.25% of Hard Costs	1.25% of Hard Costs
Developer Fee	3.00% of TDC	3.00% of TDC	3.00% of TDC
Insurance	1.25% of Hard Costs	1.25% of Hard Costs	1.25% of Hard Costs
Real Estate Taxes	\$15.01 Per \$1,000	\$15.01 Per \$1,000	\$15.01 Per \$1,000
FF&E (Common Areas)	\$25.00/SF (Common)	\$25.00/SF (Common)	\$25.00/SF (Common)
FF&E (Rooms)	\$10,000/Key	\$10,000/Key	\$10,000/Key
Marketing	\$2,000/Key	\$2,000/Key	\$2,000/Key
Soft Cost Contingency	5.00% of Soft Costs	5.00% of Soft Costs	5.00% of Soft Costs
City of Portland Impact Fee	Variable	Variable	Variable

Colliers did not have access to updated information related to the development costs and operational performance with respect to any of the projects. The underwriting is based on information collected from Colliers internal and external resources. Any variation from the actual performance of the identified assets may occur, and Colliers has assumed that its estimates are as accurate as possible given the limited availability of information.

Operations Assumptions

Department Revenues	Urban	Airport	Prototype
ADR	\$247.93/Night	\$188.08/Night	\$247.93/Night
Occupancy Rate	80% Occupancy	80% Occupancy	80% Occupancy
Restaurant	\$75.00 RevPOR	N/A	\$75.00 RevPOR
Café	\$50.00 RevPOR	N/A	\$50.00 RevPOR
Lobby / Bar	\$25.00 RevPOR	\$5.00 RevPOR	\$25.00 RevPOR
In-Room	\$55.00 RevPOR	N/A	\$55.00 RevPOR
Conference Room	30.00% of Total Revenue	N/A	30.00% of Total Revenue
Mini Bar Food Revenue	\$12.00 RevPOR	\$5.00 RevPOR	\$12.00 RevPOR
Other F&B	\$5.00 RevPOR	N/A	\$5.00 RevPOR
Parking Revenue	\$32.00 RevPOR	N/A	\$32.00 RevPOR
Spa	\$35.00 RevPOR	N/A	\$35.00 RevPOR

Department Expenses	Urban	Airport	Prototype
Room Expense	30% of Room Revenue	30% of Room Revenue	30% of Room Revenue
Total Cost of F&B	32.00% of F&B Revenue	32.00% of F&B Revenue	32.00% of F&B Revenue
Payroll and Related Expenses	30.00% of F&B Revenue	30.00% of F&B Revenue	30.00% of F&B Revenue
Other Expenses	0.50% of F&B Revenue	0.50% of F&B Revenue	0.50% of F&B Revenue
Parking Garage Costs	3.00% of Total Revenue	N/A	3.00% of Total Revenue

Undistributed Expense	Urban	Airport	Prototype
G&A	10.00% of Total Revenue	10.00% of Total Revenue	10.00% of Total Revenue
Credit Card Fees	1.88% of Total Revenue	1.88% of Total Revenue	1.88% of Total Revenue
Sales & Marketing	1.00% of Total Revenue	1.00% of Total Revenue	1.00% of Total Revenue
Franchise Fees - Royalty	5.50% of Total Revenue	5.50% of Total Revenue	5.50% of Total Revenue
Franchise Fees - Marketing	2.50% of Total Revenue	2.50% of Total Revenue	2.50% of Total Revenue
IT Costs	0.25% of Total Revenue	0.25% of Total Revenue	0.25% of Total Revenue
Repairs & Maintenance	5.00% of Total Revenue	5.00% of Total Revenue	5.00% of Total Revenue
Utilities	5.00% of Total Revenue	5.00% of Total Revenue	5.00% of Total Revenue
Management Fee	3.0% of Total Revenue	3.0% of Total Revenue	3.0% of Total Revenue
Real Estate Taxes	Variable	Variable	Variable
Insurance	1.70% of Total Revenue	1.70% of Total Revenue	1.70% of Total Revenue
Total & FF&E Reserve	\$500.00/Key	\$500.00/Key	\$500.00/Key



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MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 9, 2025

SUBJECT: Order 83-25/26 Amendment to the Portland City Code Chapter 28 RE: Snow Ban Fee - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

SPONSOR: Sustainability and Transportation Committee, Regina Phillips, Chair. The Committee met on October 8, 2025 and voted 3-0 to refer this proposed change to the City Code to the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No Action cannot be taken at a later date in order to implement the approved change prior to the 2025-26 winter season.

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

PRESENTATION: Parking Director Tony Wirkus will provide an overview and be available for questions.

I. SUMMARY

II. AGENDA DESCRIPTION

At its October 8, 2025 meeting, the Sustainability & Transportation Committee unanimously recommended this item to the Council for approval.

The proposed change to Chapter 28 of the Portland City Code would increase the fine for failing to move a vehicle during winter storm parking bans from \$40.00 to \$175.00. The goal of the change is to increase compliance and improve the speed and efficiency of snow removal, and ultimately the safety and accessibility of city streets. Historically, the City has attempted to tow vehicles found to be in violation of winter storm parking bans. The total cost to reclaim a towed vehicle within 24 hours is \$210.00 (\$40 parking fine + \$35 impound fee + \$135 towing charge). However, a variety of constraints will reduce the scale of potential towing during the 2025-26 winter season, including the loss of a large-scale inbound lot at Ocean Gateway terminal, inconsistent availability of tow truck operators, insufficient capacity of tow truck operators to tow vehicles at the scale needed to be an effective deterrent, and city staffing constraints.

In connection with the proposed parking fine increase, the City would add six (6) additional snow ban parking locations where residents can relocate their cars free of charge. These locations will supplement fifteen (15) free locations previously used, and seven (7) locations (including garages) that charge a fee.

If approved, City staff would implement a communications campaign on the changes prior to winter's onset, and would enhance communications efforts with the public following the declaration of a parking ban.

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

III. BACKGROUND

During significant snow events, the City Manager has the authority to declare an emergency parking ban to aid in snow removal efforts throughout the City of Portland. While this declaration may be inconvenient at times, it is necessary to maintain accessibility for first responders and residents.

Historically, the Police Department cites and tows vehicles that interfere with snow removal efforts at the direction of Public Works. The vehicles are towed to a city-owned lot that is staffed by the Parking Division and Police Department. While there is a significant lack of compliance, the scope of towing is limited due to time and resources. The current operation has been carried out in this form for many years but needs to be reviewed due to the changing landscape of the peninsula.

In addition to the lack of compliance and resources to enforce the ban, the prospect of maintaining an impound lot on the peninsula or nearby presents a constant challenge. The impound lot has moved several times over the history of the emergency snow ban, most recently to the Ocean Gateway Lot located at Commercial St. and India St. The Ocean Gateway Lot will become the site of Harbor Commons park and is scheduled to close to parking in November. Staff have been actively exploring other options, but have not been successful in securing an alternate location. As the peninsula continues to become more densely populated, identifying a large, unused parking lot that is suitable for an impound lot during an emergency snow ban will be a perennial problem that is likely to become increasingly difficult.

Chapter 28 Traffic and Motor Vehicles (Section 28-51) of the Portland City Code stipulates fines for various parking violations. If a vehicle is in violation of the emergency parking ban and is towed, the total cost to reclaim the vehicle within 24 hours is \$210. If a vehicle is in violation of the ban and not towed, but the owner is cited, the fee is \$40. Currently, there is a significant lack of compliance with the parking ban due to low fines and the relatively small degree of towing. There is not enough time and resources to equitably enforce the ban as it's not possible to tow every vehicle. The disparity of enforcement due to these limiting factors impedes the ability of the Public Works Department to clear the roads and makes the city less accessible to first responders and residents.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Improved speed and efficiency of winter storm snow clearing in order to ensure streets are safe and accessible as soon as possible after a winter storm.

V. FINANCIAL IMPACT

There are no material costs impacts anticipated related to approval of the amendment. Because the goal of the amendment is improved compliance with winter parking bans, staff do not anticipate material changes in parking fine revenue.

VI. STAFF ANALYSIS AND BACKGROUND

In order to gain additional compliance, staff propose to increase the citation fee from \$40 to \$175. If a vehicle is towed to a private operator's lot during snow ban hours, the citation fee will be reduced to \$40, which would, in combination with towing fees, result in a more equitable penalty for lack of compliance with the existing ordinance. In addition to increasing the citation, staff propose adding approved snow ban parking locations in the areas below.

- Baxter Blvd - Coveside between Preble St. Ext. and Bates St
- Eastern Promenade - Extend closer to Major Charles Loring Memorial Park
- St. James - Odd side next to the park
- Douglass St. - Odd side next to the park
- Rainbow Mall Road - Next to the woods

- Valley St. - South of C St. next to the park

Below is a list of currently approved snow ban locations which includes public and private options.

- Dougherty Field Skate Park parking lot.
- Deering Oaks - Parking on Tennis Court Road Only
- Fitzpatrick Stadium Parking Lot
- Hadlock Field Parking Lot
- All Portland Public School Parking lots (except Reiche Community Center lot; limited parking at Presumpscot School)
- Cutter Street Lots (off the Eastern Prom)
- Beach Street lot
- Angelo's Acre (city lot at the corner of Park/Commercial Streets)
- On Peaks Island, snow ban parking is available at the Welch St. Parking Lot
- Western Prom (The entire waterside of the Western Prom)
- Eastern Prom (Turner St. to the East End School Property light pole 33; waterside)
- Marginal Way (limited to certain segments)
- Preble Street Extension Parking Lot (Across from Hannaford)
- State Street Extension (between Forest Avenue and Park Avenue)
- Spring Street Garage (\$3 snow ban rate)
- Elm Street Garage (\$3 snow ban rate)
- Arts District Garage (Private operator offers snow ban parking for a fee)
- Cumberland County Courthouse Garage (Private operator offers snow ban parking for a fee)
- Ocean Gateway Garage (Private operator offers snow ban parking for a fee)
- Public Market Garage (Private operator offers snow ban parking for a fee)
- Temple Street Garage (Private operator offers snow ban parking for a fee)

Subject to City Council approval of the parking fine amount, staff will implement a communication plan to educate residents and visitors about the change through existing digital assets, fliers, and other means. Every effort will be made to educate the public about the change and how to sign up for snow ban notifications. This plan is in line with the procedure that takes place each year with the start of street maintenance restrictions.

The exact financial impact is unknown. In FY25, 868 citations for \$40 were issued, resulting in \$34,720 in fines. While this measure would substantially increase the fine, staff also anticipate an increase in compliance. It is not anticipated that additional revenue will be collected by increasing the citation fee. The new fee structure would be a lower out-of-pocket cost compared to the previous towing, impound and citation fees, resulting in a more equitable approach to enforcement. The current citation fee is one of the lowest among peer cities reviewed.

<u>City</u>	<u>Citation Fee</u>	<u>Tow Fee</u>
Boston, MA	\$100.00	\$105.00*

Manchester, NH	\$150.00	\$200.00
Dover, NH	\$56.00	Varies**
Syracuse, NY	\$75.00	Varies
Burlington, VT	\$75.00	\$75.00
Portsmouth, NH	\$35.00	Varies**
Concord, NH	\$50.00	\$185.00***
*\$90 tow fee, \$3 /hour storage fee, up to \$15/day for City-owned tow lot		
**Fees vary per private towing company's rates, NH State limit \$175. Private companies can charge service and storage fees.		
***\$50.00 ticket fee waived if towed		

VII. RECOMMENDATION

Approve the proposed amendment to the Portland City Code.

VIII. LIST ATTACHMENTS

1. Amendment - Ch 28 re Snow Ban
2. Snow Ban Parking Maps

Prepared by:

Date: 10/09/2025

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 28 RE: SNOW BAN FEE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Section 28-51 of the Portland City Code Chapter 28 is
hereby amended to read as follows:*

Sec. 28-51. Traffic schedule.

The stopping, standing and/or parking of motor vehicles and movement of traffic are hereby regulated on the streets or parts of streets and ways and on publicly owned property as set forth on the traffic schedule and, when signs are erected giving notice thereof the stopping, standing and/or parking of motor vehicles and movement of traffic shall be regulated as set forth on the schedule for such streets or parts of streets and ways and on such publicly owned property. The traffic schedule shall be updated regularly by the city's traffic engineer and kept on file in the office of the city clerk. Amendments to the traffic schedule shall be made by the traffic engineer acting pursuant to his or her authority under this chapter or by order of the city council.

Parking Violations and Waiver Fees

1	Expired Meter or receipt/no receipt/receipt face down	\$25.00
[2...		
[3	repealed by Order 109-FY18 when odd/even house numbers overnight parking rule ended]	
4	No Parking This Side of Street	\$40.00
5	Double Parking, Obstructing Traffic, or Parking in bicycle lane	\$40.00
6	Parking in Hazardous Area -Fire Hydrant-Crosswalk	\$70.00
7	Snow Removal or Plowing Area	\$175.00 40.00

8	No Parking Bus Stop	\$40.00
9	Blocking Driveway (On Complaint)	\$40.00
10	Displaying vehicle for sale	\$25.00
11	Washing, greasing or repairing such vehicle except for repairs necessitated by an emergency	\$25.00
12	Advertising purposes	\$25.00
13	Storage/abandoned vehicle (10 consecutive days)	\$30.00
14	Angle Parking Only	\$30.00
15	Parking a Vehicle 20' or more in Residential Area November-March	\$30.00
16	Camper, Trailer, boat, Etc. Over 24 hrs in any 7 calendar day period	\$30.00
17	Driver to Remain with Vehicle in Taxi Stand	\$30.00
18	Non-EV parking at EV charging station or EV at charging station not plugged in	\$40.00
19	Unregistered motor vehicle	\$35.00
A.... Parking in Disabled Zone		\$200.00
B.... Other.		
C	Prolonged Parking-Feeding Meters	\$30.00
D	Overtime In Time Zone (Green Sign)	\$20.00
E	No Parking Zone	\$40.00
F	No Parking Between Signs	\$40.00
G	No Parking Here To Corner	\$40.00
H	No Parking Taxi Stand	\$40.00
J	No Parking Intersection	\$40.00
K	No Parking Sidewalk	\$40.00
L	No Parking / Dual Rear Wheels/ Overtime Commercial Vehicle Zone	\$40.00
M	No Parking Against Traffic Flow	\$40.00
N	Posted Emergency No Parking Zone	\$40.00
P	No Parking More than 18" from Curb	\$40.00
Q	No Stopping or Standing	\$40.00
R	No Parking City Lot or Property (Permit Required)	\$40.00
S	No Parking on Esplanade	\$40.00
T	No Parking That Takes More Than One Parking Space	\$25.00
U	Interference with enforcement	\$500.00



City of Portland
Winter 2024 - 2025
Snow Ban Parking Locations



The City offers numerous free options for parking on the peninsula during a snow ban. These lots are available after 5:00 PM on weekdays on the day a ban is called unless otherwise posted.

****School lots and Unrestricted Parking Areas can be accessed earlier on weekends/when school is not in session****

All vehicle owners must **REMOVE THEIR VEHICLES** from these designated areas listed below by ****7:00 AM (Except for school lots, which are 6:30 AM and by 8:00 AM for the Promenades, State St Ext., and Marginal Way) the morning the ban is removed. ****

The City may tow, at the owner's expense, any vehicle which has not been removed by the deadline:

- Deering Oaks - Parking on the Tennis Court Road Only ****Park only on the left side of the road****
****No parking on the right side****
- Fitzpatrick Stadium Parking Lot – ****Please park behind the Ice Arena. Do not park adjacent to the Ice Arena****
- Hadlock Field Parking Lot Inactive (No Parking)
- All Portland Public School Parking lots ****Except Reiche Community Center Lot (Clark St) which abuts the School and Playing field. This lot is reserved for Community Center use only at all times **Must be out of all school lots by 6:30 AM. ****
- Longfellow School Lot
****Is currently open for snow ban parking****
- Presumpscot School Lot
****Limited Parking****
- Cutter St. Lots (off the Eastern Prom)
****Eastern Prom Cutter St Middle Lot is closed**** ****Do Not Park on the East End Boat Ramps****
- Beach St. lot - Accessible from Commercial St. after 8 PM.
- City lot at the corner of Park and Commercial Streets across the street from the IMT (International Marine Terminal) AKA Angelo's Acre, 441 Commercial St.
- On Peaks Island, snow ban parking is available at the Welch St. Parking Lot
- Western Prom - The entire waterside of the Western Prom
- Eastern Prom - Turner St. to the East End School Property light pole 33 (waterside)
- Marginal Way - Plowman to just before the entrance area to the East End Wastewater treatment Plant (Waterside Only) ****Please do not park on Marginal Way if there is flooding or standing water**** ****Parking is not allowed in the Maine DOT Park and Ride Lot.****
- Preble Street Extension Parking Lot (Across from Hannaford) - Adhere to the spaces that are designated for snow ban parking. ****Please be aware with ongoing construction in this area. ****
- State Street Extension - Parking is available on State St Ext between Forest Ave & Park Ave across from the entrance to Deering Oaks Park. ****Left side of the road only**** where parking is typically available. ****Adhere to any no parking signs closest to Forest Ave.****

Most parking garages will be available during snow bans at reduced rates. For a complete list of city-owned and privately operated parking garages, visit the city's website at <https://www.portlandmaine.gov/430/Garages-Lots>

****Vehicles must be out of these alternate parking lots by 7:00 AM (unless otherwise noted) the morning the ban is lifted.****

Public Works Customer Service: 207-874-8493
Parking Ban Hotline: 207-879-0300

Legend

Open Space

Schools

Yellow Zone

Snow Ban Parking Locations

Inactive (No Parking)

Active (Parking)

00.350.7

Miles

Map created by the City of Portland's Department of Public Works 2/12/2025

Snow Ban Parking Locations			
1	Deering Oaks Park	15	Deering High School
2	State Street Lot	16	Longfellow School
3	Hadlock Field Parking Lot - Inactive	17	Lincoln Middle School
4	Eastern Prom - On Street Parking	18	Lincoln Middle School
5	Cutter St Upper Lot - Eastern Prom	19	Amanda C. Rowe Elementary School
6	Cutter St Lower Lot - Eastern Prom	20	Ocean Ave School
7	Cutter St Parking - Eastern Prom	21	Presumpscot School
8	Angelo's Acre Lot - Commercial St	22	Gerald E. Talbot Community School
9	Beach St	23	PATHS
10	Welch St (Peaks Island)	24	PATHS
11	King Middle School	25	PATHS
12	Fitzpatrick Stadium	26	PATHS
13	East End School	27	Lyman Moore Middle School
14	Deering High School	28	Harrison Lyseth Elementary School
		29	Ocean Ave School
		30	Ocean Ave School
		31	Presumpscot School
		32	Reiche School
		33	Reiche School - Inactive
		34	State Street - On Street Parking
		35	Preble St Ext Parking Lot (Back Cove)
		36	State Street Extension
		37	Marginal Way (Nearest to U-Haul Facility)
		38	Western Promenade
		39	Western Promenade
		40	Western Promenade
		41	Skate Park Lot - St James St

Additional Approved Snow Ban Parking Locations 2025-26

