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 - JUNE 15, 2026 (HYBRID)

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

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

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall, and via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. A recording will be available in the Agenda Center following the meeting.

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

To join this meeting remotely, please visit: https://portlandmaine-gov.zoom.us/j/87036234211?pwd=BZKDgymnrptqzH7Jz0uh769E8JEaA4.1

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

SPECIAL MEETING:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes 06.01.2026

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

APPOINTMENTS:

Order 244-25/26 Appointing Members to Various Boards & Committees - Sponsored by Legislative Nominating Committee, Mayor Mark Dion, Chair

If passed, this order would appoint the following individuals to the various Boards & Committees:

Name	Board or Committee	Expiration of Term

1

Morgan Becker+	Portland Public Art Committee	6/30/2029
Sharon Dennehy	Portland Public Art Committee	6/30/2029
Jessica Rodrigues+	Portland Public Art Committee	6/30/2029
Stephen Campbell+*	Parks Commission	6/30/2027
Alexis Del Vecchio	Parks Commission	6/30/2029
Zach Mgoon+	Parks Commission	6/30/2029
Kaley Sweeney+	Parks Commission	6/30/2029
Jennifer Goodwin	Ethics Commission	6/30/2029
Rosemary Paine	Ethics Commission	6/30/2029
Tessa Carty+*	Historic Preservation	11/30/2028
Julia Sheridan+*	Board of Assessment Review	9/30/2028
Peter Goldman	Clean Elections Review Board	6/30/2029

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 230-25/26 Granting Municipal Officers' Approval of Portland Nightlife LLC, dba Ubu's Restaurant. Application for Class I FSE with Indoor Entertainment at 504 Congress Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/4/26. Location was previously Free Street Restaurant and Cocktail Bar.

This item was first read on June 1, at which point it was postponed to June 15. Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 245-25/26 Amending Order 192-25/26 to Change the Date of the Water Lantern Festival from September 5, 2026 to August 15, 2026 - Sponsored by Danielle P. West, City Manager

This item changes the date of the Water Lantern Festival to be held in Deering Oaks Park on August 15, 2026. This item was previously approved to take place on September 5, 2026.

The Water Lantern Festival is an annual ticketed for-profit event held in Deering Oaks Park to promote peace, community, hope, and connection. An estimated 2000 people are anticipated to attend this year's Water Lantern Festival. The event consists of music from the stage, food trucks, artisans, and games in the festival area. Participants decorate small, eco-friendly lanterns with personal messages honoring loved ones, setting future intentions, or simply offering a message of hope. Just after sunset, these paper lanterns are released into the pond of Deering Oaks. Lanterns will be collected from the pond by staff at the conclusion of the event.

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

Order 246-25/26 Granting Municipal Officers' Approval of Judy Gibson LLC, dba Sawyer's Butcher and Delicatessen. Application for Class III and IV FSE with Outdoor Dining on Private Property at 10 Cotton Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/13/26. Location was previously Thistle and Grouse.

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

Order 247-25/26 Granting Municipal Officers' Approval of Douro LLC, dba Douro. Application for Combined Entertainment at 110 Thames Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/26/26. This is an existing establishment adding Combined Entertainment.

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

Order 248-25/26 Granting Municipal Officers' Approval of Wellington Night Co LLC, dba The Bar of Chocolate. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 38 Wharf Street - Sponsored by Danielle P. West, City Manager

Application was filed on 5/26/26. This is a change of ownership of existing establishment.

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

RESOLUTIONS:

Resolve 10-25/26 Expressing Support for the Casco Bay Trail Project - Sponsored by the Sustainability and Transportation Committee, Councilor Regina Phillips, Chair

The Sustainability and Transportation Committee voted 2-0 on May 13, 2026, to refer this item to the City Council.

The Portland City Council is asked to express project support and authorize the City Manager to execute an interlocal agreement establishing the Casco Bay Trail Board of Supervisors. This board would serve as a multi-jurisdictional entity designed to coordinate the planning, construction, and (possibly) management of a 24.8-mile interim bicycle and pedestrian trail along the state-owned Berlin Subdivision rail corridor between Portland and Auburn. Prompted by a comprehensive corridor alternatives analysis and passage of S.P. 47 - L.D. 30 in June 2025—which mandates a "trail until rail" removal of inactive tracks—the agreement unites eight corridor municipalities to streamline regional operations and leverage state and federal funds.

Portland's initial financial obligation is limited to a $15,000 match toward the Maine Department of Transportation's $600,000 preliminary planning grant, which is already secured and approved within the City's FY 2027 Capital Improvement Project (CIP) budget. The agreement contains a strict municipal safeguard, explicitly requiring Portland City Council approval during the annual budget process before any future capital, operational, or maintenance funding assessments can be levied on the City.

Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

Order 139-25/26 Approving the Payment-in-Lieu-of-Tax (PILOT) Policy - Sponsored by Finance Committee, April Fournier, Chair

The Finance Committee voted on January 29, 2026 to recommend passage of this item as amended, vote 2-0 (Councilor Fournier absent).

In recent years, several Council Committees have worked towards the goal of development of a voluntary Payment in Lieu of Taxes (PILOT) policy for the City of Portland. At the January 29, 2026 Finance Committee meeting, the Committee members in attendance unanimously recommended a draft policy for consideration by the full Council. The policy has been shaped by many years of outreach and input from peer cities, elected officials, City staff, and exempt entities. Many of the PILOT policy core components are a direct result of feedback received during the multi-year policy development process.

See the Background section of memorandum for additional information on the PILOT policy and key components.

This item was read on February 23 at which point it was postponed to March 2. On March 2 this item was postponed to June 1. On June 1, this item was postponed to June 15. Five affirmative votes are required for postponement or passage after public comment.

Order 231-25/26 Adopting the Development Program for the Portland Tourism Municipal Development District for Fiscal Year 2026-2027 - Sponsored by the Housing and Development Committee, Councilor Pious Ali, Chair

The District was originally approved by the City Council to begin with the second half of FY2024 – January 1, 2024, through June 30, 2024, and was then approved for its first full year beginning with FY2025, and then again for FY2026, so FY2027 would be the third full year of operation.

For FY2027, City Council authorization is needed for the continued operation of the District, which includes: (1) Adopting the Development Program; (2) Establishment of Assessments for the District; and, (3) Authorizing the Agreement.

The revenue raised through the special assessment will fund the District's Development Program expenses for FY2027. The proposed assessment formula is detailed in the attached Staff Analysis.

The Housing and Economic Development Committee reviewed this item at its April 21, 2026, meeting, and voted 4-0 to forward this to the City Council with a recommendation to approve the District.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 232-25/26 Establishing Implementation Assessments for the Portland Tourism Municipal Development District for Fiscal Year 2026-2027 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

This is a companion Order to the above Order.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 233-25/26 Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland, Doing Business as Visit Portland, for Fiscal Year 2026-2027 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

This is a companion Order to the above Order.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 234-25/26 Adopting Development Program for Portland Downtown for Fiscal Year 2026-2027 - Sponsored by the Finance Committee, April Fournier, Chair

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

For FY2027, City Council authorization is needed for the continued operation of PD,

which documents include: (l) Adopting the Development Program for the PD; (2) Assessing Maintenance and Implementation Assessments in the PD District; and, (3) authorizing the Agreement for work to be done by PD and work to be done by the City.

The budget for PD is funded largely from special assessments on all real estate in the current District. The revenue raised through the special assessment will fund the majority of PD development program expenses for FY2027. The proposed mil rate to raise the assessment revenue budget is estimated at $1.07 per $1,000 of property value in the current District in order to raise the PD Board approved assessment revenue of approximately $2.43 Million.

Portland Downtown representatives provided a presentation to the Finance Committee at the May 7, 2026, meeting and answered questions from Committee members.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 235-25/26 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2026-2027 - Sponsored by the Finance Committee, April Fournier, Chair

This is a companion item to the above Order.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 236-25/26 Order Approving the Agreement Between the City of Portland and Portland Downtown For Fiscal Year 2026-2027 - Sponsored by the Finance Committee, April Fournier, Chair

This is a companion item to the above Order.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 237-25/26 Appropriating Bond Proceeds for Riverton Pool Repairs - Sponsored by the Finance Committee, April Fournier, Chair

The Finance Committee voted on May 14, 2026 to recommend passage of this item, vote (3-0). Riverton Pool has been closed since April 2023 due to mechanical and structural failures. Completing the project will cost an additional $1.6M in funds. The Finance Committee supports this project at the estimated cost with the issuance of additional general obligation bonds.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 238-25/26 Authorizing General Obligation Bonds to Finance Riverton Pool Repairs - Sponsored by the Finance Committee, April Fournier, Chair

The Finance Committee voted on May 14, 2026 to recommend passage of this item, vote (3-0). This is a companion order to the bond appropriation order above.

This item must be read on two separate days. It received its first reading on June 1. Seven affirmative votes are required for passage after public comment.

Order 239-25/26 Accepting and Appropriating an $8,000 Grant from the State of Maine Permanent Commission on Racial, Indigenous, and Tribal Populations - Sponsored by Danielle P. West, City Manager

City Council approval is requested to accept and appropriate a $8,000 grant from the State of Maine Permanent Commission on Racial, Indigenous and Tribal populations in the amount of $8,000, with the primary goal to build community between intergenerational populations. The insights gained will directly support the City of Portland's efforts to build a comprehensive community and incorporate the voices of marginalized elders and youth in the community. The program is supported by Portland Public Schools- Make it Happen Program, Casco Bay High School, and BIPOC elders through Maine Agency on Aging. This accounts for the needs and experiences of under-represented communities, building a place-based story telling that will enhance overall community resilience and understanding of lived history. The process will also bring together groups that typically do not work together, fostering new partnerships, collaboration, and a resilient Portland for everyone.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 240-25/26 Accepting and Appropriating a $2,120,000 Federal Highway Administration Grant for the Safe Streets and Roads for All Improvements Along Brighton Avenue - Sponsored by Danielle P. West, City Manager

The Brighton Avenue Safety Demonstration Project is funded through the Federal Highway Administration’s Safe Streets and Roads for All program. The project will implement data-driven safety improvements along the Brighton Avenue corridor to inform future capital infrastructure investments. Planned work includes consultant-led design, public outreach, preliminary and final design, installation of safety treatments, monitoring, and evaluation.

Potential treatments include roadway reconfiguration, delineators, pavement marking changes, pedestrian crossing improvements, lighting enhancements, and vehicle speed feedback signage.

The project is intended to reduce vehicle speeds, improve pedestrian crossing behavior, and identify the most effective treatments for potential long-term implementation.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 241-25/26 Accepting and Appropriating a $90,000 Donation from the Portland Parks Conservancy for Traffic Calming in Payson Park - Sponsored by Danielle P. West, City Manager

If approved, this order would accept and appropriate a $90,000 donation from the Portland Parks Conservancy for traffic-calming efforts in Payson Park.

This funding launches a pilot program closing small sections of road within the park to

vehicles, and adding raised speed tables with crosswalks, bike lanes, and parking. The project is based on road usage data and traffic speeds collected by engineers at the Department of Public Works. Because this is a pilot, community feedback will be sought and more data will be collected once all the calming measures are in place.

These funds represent a donation via the 2025 Back Cove Music and Arts Festival for improvements to Payson Park, per the terms of the Festival's agreement with the City. The Conservancy has been holding funds until work was ready to proceed.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 242-25/26 Accepting and Appropriating a $21,664.20 Donation from the Portland Parks Conservancy for the Portland Youth Corps - Sponsored by Danielle P. West, City Manager

If approved, this order would accept and appropriate a donation of $21,664.24 from the Portland Parks Conservancy for the Portland Youth Corps, a City-run program that promotes personal and professional growth through community service, environmental stewardship, and hands-on conservation opportunities within Portland's parks and green spaces. This is the fifth year this grant has been given.

The program is run by City staff and engages young people of diverse backgrounds in hands-on service projects such as habitat restoration, tree planting, trail construction, and other outdoor work. Corps members receive a stipend for participation. The program runs during the Spring, Summer, and Fall seasons. Over 50 young people take part annually. This donation from the Portland Parks Conservancy covers the cost of supplies, trips and miscellaneous expenses, as well as a portion of the Environmental Steward who assists in coordinating the program.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

Order 243-25/26 Accepting and Appropriating $20,895 from the Portland Parks Conservancy for Improvements to North Deering Park - Sponsored by Danielle P. West, City Manager

If approved, this order would accept and appropriate a donation of $20,895 from the Portland Parks Conservancy for improvements to North Deering Park. The Conservancy supported the fundraising campaign to acquire North Deering Park in 2023, previously privately owned and known as Haverty Field. Since then, the Conservancy has been focused on upgrades in Portland's newest park, including new trails, improved trails, new signage and parking lot improvements.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 249-25/26 Approving the Second Amendment to Employment Agreement Between the City of Portland and Danielle P. West - Sponsored by Mark Dion, Mayor

This order approves an extension to the Employment Agreement between the City of Portland and Danielle P. West, City Manager to expire on July 31, 2026.

Five affirmative votes are required for passage after public comment.

Order 250-25/26 Naming the New Waterfront Community Park on the Eastern Waterfront as First Light Commons - Sponsored by Sustainability & Transportation Committee, Regina Phillips, Chair

In accordance with the ordinance for the naming of City assets, and at the request of the City Manager, Mayor Dion convened a Naming Committee to initiate the naming process for the city's new waterfront community park (temporarily referred to as Portland Harbor Common). The Sustainability & Transportation Committee voted on May 13, 2026 to recommend "First Light Commons" as the park's new official name.

Five affirmative votes are required for passage after public comment.

Order 251-25/26 Approving the Casco Bay Trail Board of Supervisors Interlocal Agreement - Sponsored by the Sustainability and Transportation Committee, Councilor Regina Phillips, Chair

This is a companion order to Resolve 10-25/26 (see above).

This Order approves the Casco Bay Trail Board of Supervisors Interlocal Agreement between Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn to establish the Casco Bay Board of Supervisors. This board would serve as a multi-jurisdictional entity designed to coordinate the planning, construction, and (possibly) management of a 24.8-mile interim bicycle and pedestrian trail along the state-owned Berlin Subdivision rail corridor between Portland and Auburn.

Five affirmative votes are required for passage after public comment.

Order 252-25/26 Approving Second Amendment to Stadium Use Agreement for Use and Occupancy of the James J. Fitzpatrick Stadium by Hearts of Pine LLC RE: Addition of Women's Team - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

The Hearts of Pine has proposed adding a women’s team that would start playing at Fitzpatrick Stadium in the 2027 season.

Under the current agreement, the Hearts of Pine organization is offered 40 dates, from which they can choose 25 dates for the men’s team games. Under the amended agreement, the organization would still be offered 40 dates, but they would choose 33 dates that would include games for both the men’s and women's teams. The organization would pay market rate for these eight additional games, as well as for any additional field time required for practices.

The addition of eight additional dates for a Women's team can be accommodated in the stadium schedule without adversely affecting other customers.

The amendment also clarifies that practice times for the men’s team are provided without

cost, in recognition of the $3M in capital improvements that the team invested into the stadium. This provision was included in the business terms that informed the original agreement, but the agreement itself was silent on this topic, so this is simply clarifying language.

Five affirmative votes are required for passage after public comment.

Order 253-25/26 Order Amending Order 135-25/26 Approving the Purchase and Sale Agreement Between Carassas Holdings LLC and Portland RE: Portland Technology Park Property - Sponsored by Danielle P. West, City Manager

At the February 23, 2026, Council meeting, the City Council approved a Purchase and Sale Agreement between Carassas Holdings LLC and the City of Portland for property in the Portland Technology Park. The Buyer, Carassas Holdings LLC, has requested an amendment regarding the proposed development of the property. The amendment outlines that the Buyer will construct up to a 33,000 square foot commercial building to use as a multi-tenanted office or warehouse/light industrial building. The amendment also clarifies the unit number to be purchased as Unit 1 of the condominium known as the Portland Technology Park Condominium.

Five affirmative votes are required for passage after public comment.

Order 254-25/26 Approving Memorandum of Understanding and Accepting and Appropriating $45,000 from Friends of Lincoln Park, Inc. RE: Lincoln Park fence Restoration, Federal Street - Sponsored by Danielle P. West, City Manager

This item accepts a $45,000 donation from Friends of Lincoln Park for phase III the Federal Street Fence Restoration Project.

The historic iron fencing surrounding Lincoln Park is undergoing a multi-phase restoration effort to preserve a vital piece of the City's cultural and architectural heritage. To date, previous phases have successfully completed the restoration of the fencing along Congress Street and Pearl Street. The current phase of the project focuses on the third length of the perimeter, located along Federal Street.

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

Order 255-25/26 Accepting and Appropriating Asset Forfeiture Funds to the Portland Police Department RE: State of Maine v. Timothy Edward Hansen - Sponsored by Danielle P. West, City Manager

This Order accepts and appropriates funds recovered by the Portland Police Department on May 4, 2020, during an investigation at a local hotel, where Hansen was found in possession of crystal methamphetamine and fentanyl. The Council approved a preliminary acceptance of the funds at its March 16, 2026 City Council Meeting via Order 155-25/26. This action accepts and appropriates $1,322.00 in asset forfeiture funding granted to the City of Portland set forth in the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property.

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

Order 256-25/26 Accepting and Appropriating Asset Forfeiture Funds to the Portland Police Department RE: State of Maine v. Justin I. Williams - Sponsored by Danielle P. West, City Manager

This Order accepts and appropriates funds recovered by the Portland Police Department following a traffic stop in August 2023, during which Williams was found in possession of approximately 45 grams of cocaine base and suspected drug proceeds. The Council approved a preliminary acceptance of the funds at its March 16, 2026 City Council Meeting via Order 156-25/26. This action accepts and appropriates $2,060.00 in asset forfeiture funding granted to the City of Portland set forth in the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property.

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

Order 257-25/26 Accepting and Appropriating Asset Forfeiture Funds to the Portland Police Department RE: State of Maine v. Charles Aboda - Sponsored by Danielle P. West, City Manager

This Order accepts and appropriates funds recovered by the Maine Drug Enforcement Agency and the Portland Police Department on April 23, 2024, following the arrest of Aboda, who was found in possession of cocaine base, cocaine HCL, and drug proceeds, with further narcotics and the firearm subsequently seized from his residence. The Council approved a preliminary acceptance of the funds at its March 16, 2026 City Council Meeting via Order 157-25/26. This action accepts and appropriates $5,188.60 in asset forfeiture funding granted to the City of Portland set forth in the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property.

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

Order 258-25/26 Designating The Prime 197 Oxford Street Affordable Housing Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

Due to the timeline for submission to MaineHousing and the summer City Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

The Prime will offer forty-seven (47) units of affordable rental housing, all available to households at 60% of area median income, built on the site of the former Oxford Street Shelter. The project will create thirty-five (35) studio units, eight (8) one-bedroom units, and four (4) two-bedroom units. Four units will be set aside for individuals or families residing in a Portland shelter. This development will feature standard elements of modern housing – a mail room and lobby, a multipurpose community room for resident use, a laundry room, an indoor trash room, and staff offices. Additional space is identified for maintenance, mechanical systems, and various other building systems, including wifi. There will be limited parking on site, which will be used primarily by staff.

To support operating costs for the project, Avesta Housing Development Corporation is seeking a 75%, 30 Year TIF for the eligible affordable housing units in the building. The

building has 47 units total, of which 12 are ineligible for TIF due to their role as Inclusionary Zoning units required as part of an approved Joint Site Plan with Reveler. The remaining 35 units in the building will be targeted to households earning 60% AMI or lower. A 75% TIF district for those 35 units creates an effective TIF rate of 56% for the building as a whole.

The Prime will incorporate strategic energy efficiency goals and strategies to meet the Green New Deal requirements and deliver a sustainable and resilient building for the changing climate. The project follows priorities for higher density development in key downtown locations that are close to transit, municipal infrastructure, and supportive services. Finally, the proposed building seeks to respond to the growth of the Bayside neighborhood while not exceeding standard expectations. It will utilize the affordable housing density bonus, and all other site parameters for setbacks, height, lot coverage, and more will be met without variance.

Construction is expected to begin in June 2027 and be completed by the end of 2028.

If approved, the approximate total amount of captured revenue would be returned to the project/developer annually is $45,347. Non-captured revenue to be deposited into the general fund would be approximately $35,630 per year. Tax sheltering benefits are estimated to be an annual average of $22,681.

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

Order 259-26/27 Approving The Prime 197 Oxford Street Affordable Housing Credit Enhancement Agreement with Avesta Oxford Street LP - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

Due to the timeline for submission to MaineHousing and the summer City Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

This is a companion order to the order above.

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

Order 260-25/26 Designating the Dashaway Commons 15-19 Cedar Street an Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

Due to the timeline for submission to MaineHousing and the summer Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

Dashaway Commons at 15-19 Cedar Street will offer thirty (30) units of affordable rental housing, with twelve (12) units available to households at 60% or below of area median income, and eighteen (18) units available to households at 50% or below of area median

income. The project will create twenty-six (26) one-bedroom units, and four (4) two-bedroom units. Two units will be set aside for individuals or families residing in a Portland shelter. The building would utilize heat pumps to provide temperature control and natural gas powered domestic hot water systems, and a standby generator would provide supply power to critical life safety systems during a power outage. An elevator provides access to all residential floors. Shared amenities include a community room, open kitchen, laundry, bicycle storage, mail room, indoor trash room, and tenant support spaces located on the first floor to promote social interaction and resident services. Onsite staff will be available for residents. The scope of work includes construction of the residential building as well as associated site improvements such as access, repairing the brick sidewalk, stormwater management infrastructure, and other required amenities.

To support operating costs for the project, Avesta Housing Development Corporation is seeking a 75%, 30 Year TIF for the thirty units in the building.

The project is scheduled for Planning Board approval during late June/early August. The parcels are owned by the Boys and Girls Clubs of Southern Maine (BGCSM), which is a direct abutter to the project site. BGCSM acquired these properties to facilitate a planned expansion of its Cumberland Avenue clubhouse. As part of that expansion, existing residential units at 289 and 291 Cumberland Avenue and 7 and 9 Cedar Street would be removed, resulting in the displacement of 24 housing units. Portland City Code requires the replacement of displaced housing units as a condition of redevelopment. To satisfy this requirement, BGCSM has entered into a Purchase Option Agreement and Joint Development Agreement with Avesta Housing Development Corporation to permit, construct, and operate replacement housing at the Cedar Street site. The Cedar Street site is within walking distance of Portland High School, Baxter Academy for Technology and Science, Portland City Hall, U.S. Post Office, Boys & Girls Clubs of Southern Maine, Bayside Community Garden, Convenient MD Urgent Care, and the urban greenway Bayside Trail. The proposed development is designed as urban infill. Given the limited on-site area, there is no on-site parking proposed. Most residents, however, would typically use public transportation. The Greater Portland Metro bus station is located less than 800 feet along Elm Street. Additionally, there will be an indoor storage area to accommodate 15 bicycles.

Construction is expected to begin in September 2027 and be completed by the end of 2028.

If approved, the approximate total amount of captured revenue would be returned to the project/developer annually is $50,493.38. Non-captured revenue to be deposited into the general fund would be approximately $16,831.13 per year. Tax sheltering benefits are estimated to be an annual average of $24,760.

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

Order 261-25/26 Approving Dashaway Commons 15-19 Cedar Street Affordable Housing Credit Enhancement Agreement with Avesta 15-19 Cedar LP - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

Due to the timeline for submission to MaineHousing and the summer City Council schedule, this item is being introduced for a first reading prior to committee review. The

Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

This is a companion order to the order above.

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

Order 262-25/26 Approving an Amendment to the 42 Atlantic Street Affordable Housing Development and Tax Increment Financing District - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

Due to the timeline for submission to MaineHousing and the summer Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

The 42 Atlantic Street Affordable Housing Tax-Increment Financing (AHTIF) District was approved on August 19, 2024. Since then, the project has been stalled due to circumstances beyond the developer's control.

Since the project was approved, the Maine State Legislature passed LD 1783, which allowed TIF districts to start upon certificate of occupancy, provided that date is within five years of approval, with the term of captured valuation remaining the same. This allows for projects to begin the thirty-year term after it is built, thereby capturing the full amount of revenue realized by the increased value of the property. Previously, if a project was approved in 2024, the 30-year term would start in 2024, regardless of when the building was completed, resulting in fewer years of captured value. All Affordable Housing TIF districts approved after September 2025 contain the new provisions. If this amendment is approved, the district term for 42 Atlantic Street would still begin in 2024 but would end thirty years after the certificate of occupancy or 35 years after 2024, whichever is sooner. The developer is requesting amending the AHTIF term to align with recent legislation and allow the project to utilize revenues for the full thirty-year term.

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

Order 263-25/26 Approving an Amendment to the Cerdit Enhancement Agreement for the 42 Atlantic Street Affordable Housing and Tax Increment Financing District - Sponsored by Housing & Economic Devlopment Committee, Pious Ali, Chair

Due to the timeline for submission to MaineHousing and the summer City Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

This is a companion order to the order above.

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

AMENDMENTS:

Order 264-25/26 Amendment to Portland Zoning Map RE: B-4 Zone for 1220 Brighton Avenue and Adjacent Parcels - Sponsored by Planning Board, Joe Zamboni, Chair

On May 26, 2026, the Planning Board voted unanimously (7–0) to recommend that the City Council adopt a zoning map amendment to rezone parcels 265 A009002 (1220 Brighton Avenue), 265 A001001 (1210 Brighton Avenue), 265 A008001 (1200 Brighton Avenue), and 265 A007001 (1188 Brighton Avenue) (collectively, the "Subject Properties") from the Transit Center Zone (TOD-2) to the Commercial Corridor Zone (B-4).

In making its recommendation, the Planning Board found that the proposed zoning map amendment is consistent with the goals and policies of Portland's Comprehensive Plan, including those that promote economic prosperity, expand employment opportunities, and support housing production. The Board concluded that rezoning the Subject Properties to the B-4 zone would create a more consistent land use pattern along the Brighton Avenue corridor west of I-95 and provide a regulatory framework that better reflects the existing and anticipated development context of the area. The Board further found that the B-4 zone supports a broad range of future development opportunities by accommodating regional-serving commercial uses while also permitting dense residential and mixed-use development. As a result, the proposed rezoning advances both the economic development and housing objectives of the Comprehensive Plan while recognizing the corridor's role as a regional commercial area with strong access to major regional transportation infrastructure.

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/9541/media

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:05PM.
Councilors Present: Councilors Fournier, Councilor Grant, Councilor Sykes, Councilor Ali, Councilor Pelletier, Councilor Michniewicz, Councilor Bullett, Councilor Phillips, Mayor Dion

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Christina Winter (Chenery St), Mr. Lumpkins (East End), Joey Brunell (Pine St), Julie O'Boyle (Portland resident), Amy (Cumberland Ave), PJ Anderson (Portland resident), Lily (West End), (Portland resident), Tom Blackburn (Bayside resident), Peter Marco (Hanover St), Kenneth Martin (High St), (Portland resident), Alice Kabore (Hope Acts), Peter (Portland resident), Daniel (Portland resident)

ANNOUNCEMENTS:

Welcoming Alpha Kappa Alpha Sorority to Maine

Announcement made by Mayor Dion Welcoming Alpha Kappa Alpha Sorority to Maine Councilor Phillips commented

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

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Sykes and seconded by Councilor Ali for passage. Passage: 9-0

City Council Meeting Minutes 05.18.2026

PROCLAMATIONS:

Proclamation 37-25/26 Recognizing June 2026 as LGBTQ+ Pride Month - Sponsored by Mark Dion, Mayor

Councilor Sykes read Proclamation Recognizing June 2026 as LGBTQ+ Pride Month into the record.

Proclamation 38-25/26 Recognizing June 19, 2026 as Juneteenth - Sponsored by Mark Dion, Mayor

Councilor Phillips read Proclamation Recognizing June 19th, 2026 as Juneteenth into the record.

Proclamation 39-25/26 Recognizing June 2026 as Immigrant Heritage Month - Sponsored by Mark Dion, Mayor

Councilor Ali read Proclamation Recognizing June 2026 as Immigrant Heritage Month into the record.

Following Concent Calendar, Mayor Dion read Proclamation 40-25/26 from the floor Honoring the Life and Legacy of Gerald E. Talbot into the record.

CONSENT ITEMS:

Order 226-25/26 Declaring July 4, 2026 the July 4th Festival - Sponsored by Danielle P West, City Manager

Motion made by Councilor Sykes and seconded by Councilor Ali to Bifurcate the Consent Calendar to remove Order 230-25/26 and move it to the June 15, 2026 City Council Meeting. Passage 9-0

Order 226-25/26 through Order 230-25/26 were read and passed as consent items: Public comment was taken on orders together.
Motion was made by Councilor Sykes and seconded by Councilor Bullett for passage. Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Steven Scharf (Brackett St)

Order 227-25/26 Granting Municipal Officers' Approval of 3DD LLC, dba Three Dollar Dewey's. Application for Outdoor Dining on Public Property at 241 Commercial Street - Sponsored by Danielle P. West, City Manager

Order 226-25/26 through Order 230-25/26 were read and passed as consent items: Public comment was taken on orders together.
Motion was made by Councilor Sykes and seconded by Councilor Bullett for passage. Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Steven Scharf (Brackett St)

Order 228-25/26 Granting Municipal Officers' Approval of Press Hotel Owner LLC, dba The Press Hotel, Autograph Collection. Application for Class IA Inn (41+ rooms) with Indoor Entertainment at 119 Exchange Street - Sponsored by Danielle P. West, City Manager

Order 226-25/26 through Order 230-25/26 were read and passed as consent items: Public comment was taken on orders together.
Motion was made by Councilor Sykes and seconded by Councilor Bullett for passage. Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Steven Scharf (Brackett St)

Order 229-25/26 Granting Municipal Officers' Approval of Après LLC, dba Après. Application for Class A Lounge with Indoor Entertainment at 20 Van Aken Way - Sponsored by Danielle P. West, City Manager

Order 226-25/26 through Order 230-25/26 were read and passed as consent items: Public comment was taken on orders together.
Motion was made by Councilor Sykes and seconded by Councilor Bullett for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke:
Steven Scharf (Brackett St)

Order 230-25/26 Granting Municipal Officers' Approval of Portland Nightlife LLC, dba Ubu's Restaurant. Application for Class I FSE with Indoor Entertainment at 504 Congress Street - Sponsored by Danielle P. West, City Manager

Postponed to the June 15, 2026 City Council Meeting.

BUDGET ITEMS:

THE CITY COUNCIL HELD A FIRST READ AND HEARING ON THE FISCAL YEAR 2027 MUNICIPAL BUDGET ON MAY 18, 2026. THE SECOND READ AND PUBLIC HEARING ON THE MUNICIPAL BUDGET WILL BE HELD AT THIS MEETING, JUNE 1, 2026 AT 5:00 PM.

Order 209-25/26 Approving Fiscal Year 2027 Administrative Fees for Fire, Parking, Planning & Urban Development, Parks, Recreation & Facilities, and Public Works - Sponsored by Finance Committee, April Fournier, Chair

Mayor announces he will take Order 209-25-26 out of order to be considered after the vote on the Appropriation Resolve.

Motion was made by Councilor Fournier and seconded by Councilor Grant for passage as amended. Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Bullett Amendment #1 Motion made by Councilor Bullett and seconded by Councilor Fournier to amend. Passage 9-0

Order 210-25/26 Authorizing the City Manager To Enter into Certain Agreements To Implement the Fiscal Year 2027 Human Resources and Certain Fringe Benefits Budgets - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 211-25/26 Approving the Fiscal Year 2027 Self-insured Liability Program - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 212-25/26 Authorizing the Director of Parks, Recreation & Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 213-25/26 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2027 Health & Human Services Budget - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 214-25/26 Authorizing the City Manager to Accept Scholarship and Trust Donations and Bequests and Enter into Trust Agreements - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 215-25/26 Authorizing the Director of Parks, Recreation & Facilities to Accept Donations up to $10,000 for Parks, Recreation & Facilities Department Programs and City Funds - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 216-25/26 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 217-25/26 Authorizing Non-Union Wage Adjustment - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage. Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 218-25/26 Designating Fiscal Year 2027 Funds for Specific Island Services - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage. Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 219-25/26 Appropriating $4,000,000 in Fund Balance - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage. Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 220-25/26 Amendment to Portland City Code Chapters 2, 6, 10, 12, 24, 25, and 28 Re: Various Fee and Other Changes for Fiscal Year 2027 - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage. Passage as amended: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Fournier, Councilor Sykes

Motion made from the floor by Councilor Fournier and seconded by Councilor Ali to amend. Passage 8-1 (Councilor Phillips opposed)

Motion made from the floor by Councilor Sykes and seconded by Councilor Ali to amend. Passage 8-1 (Mayor Dion opposed).

Mayor Amendment #1: Motion made by Mayor Dion and seconded by Councilor Fournier to amend. Passage 9-0

Order 221-25/26 Fiscal Year 2026-2027 Appropriation Resolve - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Ali and seconded by Councilor Phillips for passage as amended. Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke:

Brendan O'Connell (Director of Finance), Jay Gruber (Portland resident), Rayjet (Park Side), Charlotte Forest Shea (West End), Earnest (East End), Abraham (Woodfords), Rachel Harkness (Portland resident), Aaron Rosenblum (Riverton), Anna Kimore (Prebble St), Laura Everlry (Nasons Corner), Miles (Portland Public Library Librarian), Kimberly Simmons (East End), Nori (East End), Steven Scharf (Brackett St), Jennifer Boggs (Deering), Elizabeth Capone Newton (Riverton), Ozgood (Beckett St), Lily Perlman (West End), Councilor Bullett, Danielle West (City Manager), Councilor Fournier, Maggie McLoughlin (Director of Health and Human Servies), Councilor Michniewicz, Councilor Grant, Councilor Sykes, Councilor Phillips, Councilor Pelletier, Mayor Dion, Councilor Ali, Tony Wirkus (Parking Division Director) Michael Goodman (Corporation Counsel), Sarah Moore (Library Director) Anne Torregrosa (Director of Human Resources), Chief Dubois (Portland Police Chief)

Amendment #1 Motion made by Councilor Bullett and seconded by Councilor Sykes to amend. Passage 6-3 (Councilor Michniewicz, Councilor Phillips and Mayor Dion opposed)

Bullett Amendment #2 Motion made by Councilor Bullett and seconded by Councilor Ali to amend. Passage 9-0

Fournier Amendment #3A Motion made by Councilor Fournier and seconded by Councilor Ali for passage as amended. Passage 9-0
Motion to amend Fournier Amendment made by Councilor Ali and seconded by Councilor Pelletier. Second motion removed *Removed*
Motion to amend Fournier Amendment made by Councilor Ali and seconded by Councilor Sykes. Passage: 6-3 (Councilors Bullett, Councilor Phillips, and Mayor Dion opposed)

Grant Amendment #3B: NOT PRESENTED

Sykes Amendment #4 Motion made by Councilor Sykes and seconded by Councilor Ali to amend. Failed 4-4 (Councilor Fournier, Councilor Bullett, Councilor Phillips and Mayor Dion) (Councilor Grant recused himself)

Pelletier Amendment #5 Motion made by Councilor Pelletier and seconded by Councilor Fournier to as amended. Passage 5-4 (Councilor Fournier, Councilor Bullett, Councilor Phillips and Mayor Dion opposed)
Motion to Amend Pelletier Amendment made by Councilor Pelleteir and seconded by Councilor Sykes. Passage 5-4 (Councilor Fournier, Councilor Bullett, Councilor Phillips and Mayor Dion opposed)

COMMUNICATIONS:

Communication 15-25/26 Green Building Code Exemptions Annual Report 2025-2026 - Kevin Kraft, Director of Planning & Ubran Development

City Manager presented Communication 15-25/26 Green Building Code Exemptions Annual Report 2025-2025.
No Council action needed.

Communication 16-25/26 Vision Zero Update - Greg Jordan, Assistant City Manager

City Manager presented Communication 16-25/26 Vision Zero Update.
No Council action needed.

UNFINISHED BUSINESS:

Order 139-25/26 Approving the Payment-in-Lieu-of-Tax (PILOT) Policy - Sponsored by Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Bullett to postpone to the June 15, City Council Meeting. Passage 9-0

Order 223-25/26 Amending Order 161-25/26 To Ratify Fournier Amendment Three Re: Dougherty Field Lighting - Sponsored by the Finance Committee, April Fournier, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 6-3 (Councilor Sykes, Councilor Michniewicz and Mayor Dion opposed)
Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Fournier

Order 224-25/26 Amending Order 182-25/26 RE: Clarifying Retroactive Application of Dispersal Requirements for Large Theaters and Performance Halls - Sponsored by Wesley Pelletier, City Councilor

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 5-4 (Councilors Sykes, Michniewicz, Phillips and Mayor Dion opposed)
Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Pelletier, Councilor Sykes, Michael Goldman (Corporation Counsel)

Order 225-25/26 Amendment to Portland City Code Chapter 28 RE: Tow Rates - Sponsored by the Sustainability and Transportation Committee, Councilor Regina Phillips, Chair

Motion was made by Councilor Fournier and seconded by Councilor Ali for passage.
Passage: 8-1 (Councilor Sykes opposed)
Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Phillips, Councilor Bullett, Tony Wirkus (Parking Director)

ORDERS:

Order 231-25/26 Adopting the Development Program for the Portland Tourism Municipal Development District for Fiscal Year 2026-2027 - Sponsored by the Housing and Development Committee, Councilor Pious Ali, Chair

First Reading.

Order 232-25/26 Establishing Implementation Assessments for the Portland Tourism Municipal Development District for Fiscal Year 2026-2027 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

First Reading.

Order 233-25/26 Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland, Doing Business as Visit Portland, for Fiscal Year 2026-2027 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

First Reading.

Order 234-25/26 Adopting Development Program for Portland Downtown for Fiscal Year 2026-2027 - Sponsored by the Finance Committee, April Fournier, Chair

First Reading.

Order 235-25/26 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2026-2027 - Sponsored by the Finance Committee, April Fournier, Chair

First Reading.

Order 236-25/26 Order Approving the Agreement Between the City of Portland and Portland Downtown For Fiscal Year 2026-2027 - Sponsored by the Finance Committee, April Fournier, Chair

First Reading.

Order 237-25/26 Appropriating Bond Proceeds for Riverton Pool Repairs - Sponsored by the Finance Committee, April Fournier, Chair

First Reading.

Order 238-25/26 Authorizing General Obligation Bonds to Finance Riverton Pool Repairs - Sponsored by the Finance Committee, April Fournier, Chair

First Reading.

Order 239-25/26 Accepting and Appropriating an $8,000 Grant from the State of Maine Permanent Commission on Racial, Indigenous, and Tribal Populations - Sponsored by Danielle P. West, City Manager

First Reading.

Order 240-25/26 Accepting and Appropriating a $2,120,000 Federal Highway Administration Grant for the Safe Streets and Roads for All Improvements Along Brighton Avenue - Sponsored by Danielle P. West, City Manager

First Reading.

Order 241-25/26 Accepting and Appropriating a $90,000 Donation from the Portland Parks Conservancy for Traffic Calming Efforts in Payson Park - Sponsored by Danielle P. West, City Manager

First Reading.

Order 242-25/26 Accepting and Appropriating a $21,664.20 Donation from the Portland Parks Conservancy for the Portland Youth Corps - Sponsored by Danielle P. West, City Manager

First Reading.

Order 243-25/26 Accepting and Appropriating $20,895 from the Portland Parks Conservancy for Improvements to North Deering Park - Sponsored by Danielle P. West, City Manager

First Reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Pelletier to adjourn. Passage: 9-0
Adjourned 10:02PM

A TRUE RECORD

_____

Abbey Lombard, City Clerk

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 27, 2026

SUBJECT: Order 244-25/26 Appointing Members to Various Boards & Committees - Sponsored by Legislative Nominating Committee, Mayor Mark Dion, Chair

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

If passed, this order would appoint the following individuals to the various Boards & Committees:

Name	Board or Committee	Expiration of Term
Morgan Becker+	Portland Public Art Committee	6/30/2029
Sharon Dennehy	Portland Public Art Committee	6/30/2029
Jessica Rodrigues+	Portland Public Art Committee	6/30/2029
Stephen Campbell+*	Parks Commission	6/30/2027
Alexis Del Vecchio	Parks Commission	6/30/2029
Zach Mgoon+	Parks Commission	6/30/2029

Kaley Sweeney+	Parks Commission	6/30/2029
Jennifer Goodwin	Ethics Commission	6/30/2029
Rosemary Paine	Ethics Commission	6/30/2029
Tessa Carty+*	Historic Preservation	11/30/2028
Julia Sheridan+*	Board of Assessment Review	9/30/2028
Peter Goldman	Clean Elections Review Board	6/30/2029

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 - Appointing Members to Various Boards & Committees
2. Redacted applications

Prepared by:
Date: 05/27/2026

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 MEMBERS TO VARIOUS BOARDS AND COMMITTEES

ORDERED, that the following people are hereby appointed to the Boards and Committees indicated for the stated term:

Name	Board or Committee	Expiration of Term
Morgan Becker+	Portland Public Art Committee	6/30/2029
Sharon Dennehy	Portland Public Art Committee	6/30/2029
Jessica Rodrigues+	Portland Public Art Committee	6/30/2029
Stephen Campbell+*	Parks Commission	6/30/2027
Alexis Del Vecchio	Parks Commission	6/30/2029
Zach Mgoon+	Parks Commission	6/30/2029
Kaley Sweeney+	Parks Commission	6/30/2029
Jennifer Goodwin	Ethics Commission	6/30/2029
Rosemary Paine	Ethics Commission	6/30/2029
Tessa Carty+*	Historic Preservation	11/30/2028

Julia Sheridan+*	Board of Assessment Review	9/30/2028
Peter Goldman	Clean Elections Review Board	6/30/2029

+Indicates New Board Member
*Indicates Filling Vacant Term

Morgan Becker

City of Portland | Generated 5/11/2026 @ 8:55 am by OnBoardGOV - Powered by ClerkBase

Status

Name	Morgan Becker
Application Date	5/8/2026
Expiration Date	5/8/2027
Status	Received

Board	Vacancies	Status
Portland Public Art Committee	1	Pending

Basic Information

Name
Morgan Becker

Contact Information

Address
91 Columbia Rd
Portland, ME 04103

Email
[redacted]

Phone
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

Generated 5/11/2026 @ 8:55 am

Morgan Becker

Portland, ME 04103
[redacted] | [redacted]
Willing to relocate

Professional Summary

Community organizer, event producer, and operations professional with extensive experience in nonprofit outreach, public engagement, arts programming, logistics coordination, and team leadership. Skilled at building community partnerships, managing large-scale events, coordinating volunteers, and supporting mission-driven organizations through thoughtful communication and collaborative problem-solving.

Professional Experience

Community Organizer

Maine Family Planning — Augusta, ME
April 2026 – Present

- Conduct community outreach and grassroots organizing throughout Oxford County in support of reproductive and sexual health initiatives.
- Build relationships with community leaders, partner organizations, volunteers, and stakeholders to strengthen local engagement.
- Facilitate one-on-one meetings to assess community needs and identify coalition-building opportunities.
- Represent the organization at health fairs, tabling events, and public gatherings to recruit volunteers and increase public awareness.
- Develop and distribute advocacy communications, including constituent outreach campaigns tied to legislative priorities.

Board Member

Pride Portland! — Portland, ME
January 2026 – Present

- Support organizational mission, strategic planning, and long-term vision through board collaboration and governance.
- Assist in planning and execution of Pride events and community programming.
- Advocate for inclusive, accessible, and affirming programming for diverse LGBTQ+ communities.
- Participate in discussions regarding budgeting, fundraising, partnerships, and resource allocation.
- Represent the organization within the broader Portland community and strengthen relationships with local partners and volunteers.

Event Production Manager

Damnationland — Portland, ME
May 2017 – Present

- Lead bi-monthly planning meetings for Maine's annual horror film showcase featuring local filmmakers.
- Coordinate logistics with production staff, venues, and participating filmmakers to ensure successful event execution.
- Manage venue operations at the State Theatre in Portland during festival events.
- Organize and promote satellite screenings at venues throughout Maine to expand audience reach and engagement.
- Provide direct support to filmmakers and contributors throughout the production process.

Supply Chain Coordinator

Texas Instruments — South Portland, ME
January 2021 – October 2025

- Coordinated shipping, receiving, storage, and distribution operations for materials, equipment, and supplies.
- Verified inventory and shipments against purchase orders and invoices while maintaining accurate operational records.
- Implemented inventory control procedures including cycle counts, data tracking, and reporting processes.
- Monitored material flow across departments to maintain timely delivery schedules and operational efficiency.
- Collaborated across teams to improve workflow communication and task completion.

General Manager

Books-A-Million — Auburn, ME
August 2020 – January 2021

- Recruited, trained, supervised, and mentored store associates and management staff.

- Led sales performance initiatives through coaching, motivation, and operational oversight.
- Maintained customer service standards, store presentation, and visual merchandising.
- Managed store budgets, staffing needs, and financial reporting responsibilities.
- Resolved customer and employee concerns professionally and effectively.
- Coordinated with district and corporate leadership to maintain operational standards.

Lead Night Auditor

Hampton by Hilton — Lewiston, ME
July 2015 – October 2020

- Managed overnight hotel operations while serving as Manager on Duty during solo shifts.
- Processed reservations, guest transactions, check-ins, and check-outs while maintaining high customer service standards.
- Produced daily operational and revenue reports for management review.
- Assisted with onboarding and training new staff members through hands-on instruction and training materials development.
- Maintained a welcoming, professional environment for guests and visitors.

Forum Venue Manager – Camden Opera House

Camden International Film Festival — Camden, ME
July 2017 – October 2018

- Managed operations and event flow for Forum programming at the Camden Opera House venue.
- Coordinated with festival production staff, technical teams, volunteers, and venue personnel.
- Trained volunteers on event procedures, venue policies, and security requirements.
- Oversaw venue setup, signage, hospitality, and daily operational needs.
- Assisted with venue breakdown and post-event logistics.

Programming Manager / Volunteer Coordinator / Operations Assistant

Emerge Film Festival — Lewiston, ME
February 2015 – May 2018

- Oversaw festival submission intake and film pre-screening processes.
- Recruited, trained, scheduled, and supervised volunteers across festival operations.
- Managed ticketing, merchandise sales, and venue support responsibilities.
- Responded directly to filmmaker, guest, and venue partner needs during festival events.
- Participated in operational planning meetings for current and future festivals.

Core Skills

- Community Outreach & Organizing
- Public Engagement
- Event Production & Coordination
- Volunteer Management
- Arts & Cultural Programming
- Team Leadership & Training
- Operations & Logistics
- Stakeholder Communication
- Coalition Building
- Advocacy Campaigns
- Customer Service
- Inventory & Supply Chain Coordination

To Whom It May Concern,

I am writing to express my interest in serving on Portland's Public Art Committee as a member. As someone who deeply values the role art plays in shaping community identity, accessibility, and public life, I would be honored to contribute to the continued growth and stewardship of Portland's public art program.

What excites me most about Portland's approach to public art is its emphasis on creating a sense of place and reflecting the spirit and diversity of the city. Public art has the ability to make everyday spaces feel more welcoming, memorable, and human. It can spark conversation, encourage connection, and help residents feel represented in the shared spaces around them.

My professional background is rooted in community engagement, outreach, and public-facing work. Through that experience, I have developed strong communication skills, an appreciation for collaborative decision-making, and a deep interest in ensuring public initiatives are accessible and meaningful to a broad range of residents. I care deeply about civic participation and about helping create spaces where people feel invited rather than excluded.

I would bring enthusiasm, reliability, and a thoughtful community perspective to the committee. I am especially interested in supporting projects that foster neighborhood engagement, celebrate Portland's creativity and diversity, and make art feel approachable and integrated into daily life.

Thank you for your consideration and for your continued support of Portland's public art program. I would welcome the opportunity to contribute to this work and help support the city's vibrant cultural landscape.

Sincerely,

Morgan Becker

Sharon Dennehy

City of Portland | Generated 5/4/2026 @ 12:28 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Sharon Dennehy
Application Date	5/4/2026
Expiration Date	5/4/2027
Status	Received

Board	Vacancies	Status
Portland Public Art Committee	1	Pending

Basic Information

Name
Sharon Dennehy

Contact Information

Address
13 Tremont St
Portland, ME 04103

Email
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

Generated 5/4/2026 @ 12:28 pm

Sharon Dennehy
[redacted]
Portland, Maine

Experience

Portland Public Art Committee

Member and elected Vice Chair — 2022 –Present

Licensed REALTOR — 2022 - Present
Townsend Real Estate — Portland, ME

- Associate Broker with CIPS (Certified International Property Specials) and GREEN Designations

Owner and Curator — 2014 - Present
NOTCH8 Productions, LLC — Atlanta, GA and Portland, ME

- Purchased warehouse property in Atlanta, GA in 2014
- Opened artist studio rentals and a gallery that showcased local urban artists
- Featured curated exhibitions with the goal of establishing a conduit which connects community and art
- Recipient of multiple awards: 2018 & 2016 Best of Atlanta – Best Gallery - Creative Loafing; 2018 & 2017 Best of Atlanta – Best Gallery - Atlanta Tribune Magazine
- In 2021 relocated Notch8 to Portland, Maine for art consultations and curation
- 2022 opened Notch8 Gallery at 52 Center St. Portland Maine

Real Estate Agent — 2019-2021
Engel & Völkers Atlanta — Atlanta, GA

- Licensed REALTOR with CIPS and GREEN Designations

Owner and Curator — 2012-2015
Nelson Street Gallery — Atlanta, GA

- Opened contemporary art gallery and performance space showcasing street art and local artists
- Curated exhibitions and worked with artists to help bring their vision to fruition

Co-owner and Administrator — 1986-2014
Sosebee Services, Inc. — Atlanta, GA

- Office Administrator and bookkeeper

Customer Service Agent — 1977-1991
Delta Airlines — Atlanta, GA

- Worked as a Customer Service Agent at the main terminal ticket counter

Art Committees and Boards

Music Panelist — 2011-2014
Fulton County Arts Council — Atlanta, GA

- Music Panelist for “New and Emerging Music” and Music Panelist for “Small Music Groups”
- Read grants, observed performances, and wrote evaluation reports for committee review to determine grant awards and monetary awards

Sharon Dennehy
[redacted]
Portland, Maine

Advisory Board Member 2011-2014
MASS Collective Atlanta, GA
- Advisory board member at MASS Collective. A collaborative space for makers, projects, and concepts

Board Member and Co-Chair Art Committee 2010-2013
Eyedrum Art & Music Gallery Atlanta, GA
- Secretary of Executive Board at Eyedrum. A non-profit focused on contemporary art and experimental music
- Co-Chair of Art Committee, curated exhibitions, and reviewed artist proposals

Volunteer 2010-2013
Living Walls Street Art Conference Atlanta, GA
- Procured walls for murals for "The Living Walls" and acted as liaison between artists and property owners. The Living Walls Street Art Conference unites street artists and scholars from across the globe to engage in meaningful discourse about our public spaces

Founding Committee Member and Music Events Producer 2010-2012
Art on the BeltLine Atlanta, GA
- Curated outdoor murals, art projects, and music events for the Atlanta BeltLine. A project to revitalize abandoned railroad tracks with public transit and walking trails to connect 40 neighborhoods and parks

Administrator and Administrative Director 2005-2009
Atlanta Silverbacks Professional Soccer League Atlanta, GA
- Administrator: Silverbacks Professional Women's Team
- Administrative Director: Atlanta Silverbacks Youth League
- Co-Director: Atlanta Silverbacks Tournament of Champions, 2007 & 2008

Board Member and Chair Grants Committee 1998-2002
Council of Intown Neighborhoods and Schools Atlanta, GA
- Board Member of nonprofit that supports Atlanta's Midtown schools through community engagement, advocacy, and investment
- Grants Committee reviewed and awarded grants to educators for projects to enhance learning experience

PTA President, Vice President, and Chair of Art and Music Committee 1995-1999
Morningside Elementary School Atlanta, GA
- As Art and Music Committee chair, brought in artists and musicians to enhance curriculum and experiences in the Arts

Visiting Artist 1995-1999
Atlanta Public Schools Atlanta, GA
- Worked with students at Elementary School on art projects: painting murals, sculpting, and as art assistant

Personal Exhibitions

Watercolorist Present

Sharon Dennehy
[redacted]
Portland, Maine

Visual Artist GA and NC

- Exhibitions: Art in Bloom Gallery – Clayton, GA; Penny's Garden Art Gallery– Mountain City, GA; The Bascom Gallery – Highlands, NC; Quinlan Visual Art Center – Gainesville, GA; Callanwolde Arts Center – Atlanta, GA

Sharon Dennehy
[redacted]
Portland, Maine

Dear Appointments Committee,

Having reached the end of my three-year term holding a seat on The Portland Public Arts Committee, I would like to reapply for another term. I feel that we, as a committee, have begun some interesting projects and procedures. I was elected vice-chair during my first year and would love to see these projects come to fruition. I am currently the chair of the Selection Committee for the art installation for the new Habor Common Park. This is such an exciting opportunity for the city. The committee created an RFP for this project and received 97 submissions. We worked very hard on increasing our outreach and are so proud of the results. And now for the incredible honor of being involved in the actual selection of the artwork, which will take place in June. It has been my privilege to have worked on this project for two years and now to see it all come to realization is so exciting.

I would like to reintroduce myself as a candidate for this position. I have a distinguished career as an arts curator and have represented, administered, and chaired a diverse selection of boards and committees within the Arts sector. My passion for arts curation and background in project administration have produced a singular skillset of artistic ability and expertise in the logistics of public art and exhibitions.

I began NOTCH8 gallery (IG: @notch8gallery) in Atlanta, Georgia in 2014, as an alternate art space and gallery that showcased local artists and featured curated exhibitions with urban artists with a mission to connect community and art. Throughout my ownership of NOTCH8 gallery, I enjoyed years of artistic concept creation, artist selection, and exhibit installations. As owner and curator, I was the recipient of multiple local awards: 2018 & 2016 Best of Atlanta – Best Gallery in Creative Loafing and 2018 & 2017 Best of Atlanta – Best Gallery in Atlanta Tribune Magazine. I recently relocated to Portland Maine, to transition NOTCH8 for art consultations and curating. I have now opened NOTCH8 Gallery in the Arts District of downtown Portland, ME. Portland has been very welcoming, and I have received a number of outstanding reviews in The Press Herald for the gallery and the featured artists.

I have experience in the evaluation of artist proposals and the identification of the logistical aspects in successful projects through my positions within the public art sector, Art on the BeltLine Committee, the Living Walls Conference, and Eyedrum Art Committee. In this area I have coordinated work with individual property owners, city, and government entities to determine the need for permits and bonds from different levels of government in city, county, and Department of Transportation. This included defining the technical aspects of completing a public art project such as lifts, scaffolding, and road and sidewalk closures.

After much consideration, I recently relocated to Portland in part due to the great history of supporting the arts, appreciation and preservation of historical architecture, and the

Sharon Dennehy
[redacted]
Portland, Maine

community of talented local artists and artisans. As an artist and curator, I am an ardent supporter of public art. I believe that it is important to look at public art through the lens of the viewer. I have great interest in a seat on The Portland Public Arts Committee and would welcome an opportunity to contribute my experience in the arts to the future of Public Art in Portland.

Thank you for your time and consideration. I look forward to the possibility of serving another term on The Portland Public Arts Committee.

Sincerely,

Sharon Dennehy

Status

Name Jessica Marie Rodrigues

Application Date 4/15/2026

Expiration Date 4/15/2027

Status Received

Board	Vacancies	Status
Portland Public Art Committee	1	Pending

Basic Information

Name
Jessica Marie Rodrigues

Contact Information

Address
414 Main Street
Apt. 4
Westbrook, ME 04098

Email
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

Generated 4/16/2026 @ 1:19 pm

JESSICA RODRIGUES

Reflective Practitioner | Collaborative + Compassionate Leader | Trauma-Informed

36 Wentworth Street, Biddeford ME • [redacted] • [redacted] •

Mission-driven and emotionally intelligent leader with over ten years of experience in relationship-building, cross-sector collaboration, and organizational development. Skilled in creating safe, trauma-informed, and growth-oriented environments that support healing, accountability, and community wellness. Adept at managing complex projects and streamlining workflows with a people-first, systems-aware approach. A collaborative facilitator and servant leader who fosters trust, encourages reflection, and empowers diverse teams to take ownership and remain grounded in shared values. Resilient, humble, and guided by a reflective and restorative mindset.

PROFESSIONAL EXPERIENCE

Grants and Contracts Manager — February 2024 – December 2025

STATE OF VERMONT, Waterbury, VT

- Facilitate collaborative partnerships across internal teams and external stakeholders to co-create transparent, compliant agreements that support community-focused human services initiatives.
- Lead the careful navigation of complex procedural frameworks, ensuring accountability and ethical stewardship in all contract processes.
- Manage a diverse portfolio of 16-20 agreements with precision and care, fostering trust through clear communication, responsiveness, and timely execution (98% on-time completion).
- Provide supportive program guidance to Program Managers, assisting with budget alignment, compliance oversight, and quality assurance to promote integrity and measurable outcomes.
- Serve as a liaison between finance, business offices, and program teams, ensuring inclusive dialogue and shared understanding across departments.

Child Care Capacity Program Manager — August 2022 – February 2024

VERMONT AFTERSCHOOL, South Burlington, VT

- Led the design and implementation of the *Room for Me* Grant with a strong focus on accessibility, equity, and inclusivity—embedding bias awareness throughout the application and review process to support fair, community-centered decision-making.
- Partnered closely with local Diversity, Equity, and Inclusion experts to integrate DEI principles in alignment with organizational mission, including facilitating bias-awareness training for grant reviewers to promote equitable participation.
- Developed a transparent and user-friendly reporting system that empowered grantees to accurately document financials and performance, fostering mutual accountability and compliance.
- Established a comprehensive tracking framework to monitor budgets, performance outcomes, and site visits, ensuring operational integrity and responsive support for grantees.
- Delivered thorough, timely grant reports that reflected a commitment to transparency, continuous improvement, and alignment with funder expectations.

Patient Access Liaison and Project Manager March 2020 – March 2022
UNIVERSITY OF VERMONT MEDICAL CENTER, Burlington, VT

- Led the transition of Fanny Allen Laboratory operations from walk-in to scheduled appointments, fostering collaborative partnerships between the Patient Access Service Center and Lab Customer Service to enhance patient-centered care and access.
- Managed the seamless transfer of Colchester Family Practice's administrative functions through inclusive, multidisciplinary collaboration and facilitated cross-functional team meetings, supporting organizational adaptability and continuous improvement of policies and decision-making tools.
- Directed the successful transfer of referral management functions from Central Vermont Medical Center and Champlain Valley Physicians Hospital clinics, co-designing workflows with providers and clinicians to strengthen relationships, improve patient access, and enhance clinic effectiveness through a participatory and community-focused approach.

ADDITIONAL EXPERIENCE

- Shared Living Provider Program Manager, Howard Center, Nov. 2017 – March 2020
- Central and Southern Vermont Program Manager, Girls on the Run VT, Oct.2015 – Nov. 2017
- Ready to Achieve Mentoring Program Manager, Youth Services, Sept. 2013 – July 2015

EDUCATION

BOSTON UNIVERSITY, Boston, MA | May 2008
BFA, College of Fine Arts

SCHOOL FOR INTERNATIONAL TRAINING, WORLD LEARNING, Brattleboro, VT | August 2015
MA, Intercultural Service, Leadership, and Management
A self-designed degree with a focus on:

- Intercultural Communication and Leadership
- Nonprofit Management, Program/ Project Development, Public Administration
- Restorative Justice Practices and Mediation
- Conflict Resolution and Peacebuilding
- Adult and Experiential Learning and Group Facilitation

CORE COMPETENCIES

- Restorative & Trauma-Informed Practice
- Collaborative Leadership & Facilitation
- Diversity, Equity & Inclusion (DEI)
- Conflict Resolution & Harm Repair
- Strategic Planning & Problem Solving
- Effective Communication & Active Listening
- Change Management & Adaptability
- Community Engagement & Partnership Building

- Staff Supervision

JESSICA RODRIGUES

414 Main St. Westbrook ME • [redacted] • [redacted]

Reflective Practitioner | Collaborative + Compassionate Leader | Trauma-Informed

April 15, 2026

Dear Portland Public Art Committee,

I am writing to express my enthusiastic interest in the open position on the Portland Public Art Committee. As a recent newcomer to Maine with a background in arts for social justice, nonprofit management, and community engagement, I am eager to contribute my passion for public art and my skills in fostering inclusive, thought-provoking artistic experiences to the city of Portland.

My professional journey over the past decade has honed my expertise in systems administration and nonprofit leadership, providing a strong foundation in managing complex projects and diverse stakeholders. While this work was impactful, my move to Maine was driven by a desire to more fully integrate my innate artistic spirit with my programmatic leadership. I am actively seeking opportunities where my hands and heart can be fully connected, and I believe this committee offers that intersection for my talents and passions.

I am particularly drawn to public art's capacity to highlight community questions and foster connection. My own artistic interests revolve around archiving identity through visual art and memorializing community histories. Inspired by my bi-cultural upbringing, I have been exploring how public art can help us preserve our connection to place, home, belonging, and tradition.

For example, I envision projects that bring the community together to co-create visual archives, such as a large-scale tapestry or a shared community map that reflect the diverse identities and traditions within Portland. These could be ongoing participatory workshops culminating in an installation or exhibit, accompanied by facilitated dialogue sessions, as able. This kind of experience would celebrate Portland's long heritage and also provide a place for meaningful conversations between long-time residents and newcomers. As we become increasingly diverse, these conversations to promote awareness and understanding are incredibly necessary.

On a personal level, I am deeply inspired by the concept of "Love Your Light", the idea that every individual possesses an inner light, and when we come together, our collective light shines brighter. I believe public art can embody this principle, perhaps through a light-based installation that symbolically archives our diverse stories, demonstrating that inclusivity and mutual support create a more resilient and vibrant community.

My experience in theatre and arts engagement, including leading teams at various theatres in the Boston area and collaborating with diverse artists, has equipped me with strong project management, organizational, and communication skills. I thrive in collaborative environments and am adept at managing timelines and partnerships from concept to completion.

I am excited by the prospect of contributing to Portland's artistic landscape and helping to cultivate public art initiatives that resonate deeply with the community. My commitment is to foster spaces where creative expression flourishes, diverse voices are heard, and collective identity is celebrated.

Thank you for considering my application. I am eager to share my creative vision and leadership experience with the Portland Public Art Committee.

Warmly,
Jessica Rodrigues

Mr. Stephen Wallace Campbell

City of Portland | Generated 5/14/2026 @ 8:40 am by OnBoardGOV - Powered by ClerkBase

Status

Name	Mr. Stephen Wallace Campbell
Application Date	5/13/2026
Expiration Date	5/13/2027
Status	Received

Board	Vacancies	Status
Parks Commission	1	Pending

Basic Information

Name
Mr. Stephen Wallace Campbell

Contact Information

Address
158 Congress Street
Unit 1
Portland, ME 04101

Email
[redacted]

Phone
[redacted]

Cell Phone
[redacted]

Business Phone
[redacted]

Additional Information

Notes

Generated 5/14/2026 @ 8:40 am

STEVE CAMPBELL
158 Congress St., Unit 1, Portland ME 04101, [redacted]

PROFESSIONAL ACCOMPLISHMENTS

2000-2024 - Association for the Advancement of Medical Instrumentation (AAMI), Arlington, VA

Acting Chief Executive Officer (2020-2022, until retirement)

- Served as top staff member, overseeing strategic vision and day-to-day functions of the organization during a leadership transition period.
- Developed and managed a $15 million budget.
- Oversaw a staff of nearly 50 employees.
- Participated in recruitment efforts to attract, select, and train a new CEO.

Chief Operating Officer (2013-2020)

- Developed, monitored, and managed a $15 million budget.
- Managed all aspects of the Governance process including Board nominations, finance and investment committees, strategic planning, and Board meetings.
- Supervised the Operations, Communications and Marketing, Healthcare Technology Management, and Membership departments.
- Served as the main point of contact for all HR matters.
- Managed major changes in the IT infrastructure to support all departments.
- Modernized and managed the staff goal-setting and performance review process.
- Served as a diplomat and relationship builder with key organizations and partners.
- Coached and mentored staff, and managed professional growth development efforts.

Chief Marketing and Communications Officer (2011-2013)

- Fostered an environment of inter-departmental collaboration and teamwork across departments.
- Actively prepared and led the staff management team.
- Identified, implemented, and maintained a revenue-generating model that enabled the organization to grow.
- Served as an organizational ambassador to enhance AAMI's image and stature, recruit new members, build key strategic relationships, and support the value of the organization.

- Assisted President with special projects and served in President's role in her absence.

Vice President and Senior Vice President of Communications, Marketing, and Healthcare Technology Management (2003-2011)

- Led strategic and business planning in the areas of membership and product marketing, branding, pricing strategies, communications, online services, technical publishing, copyright enforcement, quality control, and media relations.
- Managed a $2 million budget, six staff members, and vendor and publishing relationships.
- Increased net income of publishing program by more than 200% in three years through aggressive and coordinated marketing efforts, new product implementation, sponsorships, and cost-cutting measures.
- Developed and implemented marketing plans and initiatives to retain and grow the membership and promote products and services.
- Created new benefits for members including specialty publications, an online newsletter, salary surveys, a special publication that touted the association's successes and ongoing projects, an annual wall calendar promoting the association's programs and services, and several online services including a new jobs service and speaker's bureau.
- Created and led a major new membership committee to expand membership and benefits, improving relations with key membership groups.

Senior Director of Publications (2001-2003)

- Managed content and operations of all AAMI periodicals, including a peer-reviewed journal, newsletter, and books; and supervision of a staff and freelancers.
- Coordinated and managed activities of two membership committees.
- Led efforts to improve and expand the newsletter and journal.

Managing Editor (2000-2001)

- Recruited, coordinated, and edited all content of a peer-reviewed journal.
- Ensured the business success of the journal by cultivating a positive and mutually beneficial relationship between the publisher and association.

1987-2000 – Portland Press Herald and Maine Sunday Telegram, Washington, DC and Portland, ME

Washington Correspondent (1990-2000)

- Served as lead political/government reporter for northern New England's largest newspaper.
- Coordinated news coverage of Congress, the White House, federal agencies, and the private sector. Covered healthcare, the environment, business issues, and education.

Staff Reporter (1987-1989)

- Covered breaking news for Portland's largest daily newspaper. Authored several acclaimed reports on economic growth, unsolved crimes, and government activities.

1985-1986– The Bennington Banner, Bennington, VT

City Hall Reporter, Photographer, and Editor

- Served as managing editor of two community weekly newspapers in Vermont and upstate New York.
- Supervised staff, designed the newspaper, and wrote articles. Reported breaking news, developed enterprise stories, and broke several major local stories.

EDUCATION

Plymouth State College, Plymouth, NH.
Bachelor's degree in Business Administration, Communications.

AWARDS AND MEMBERSHIPS

- Paul Miller Washington Reporting Fellowship, Freedom Forum, (a Gannett Foundation program)
- Member and presenter of the American Society of Association Executives. 2000-2024

CIVIC/COMMUNITY ACTIVITIES

- Formed and led Portland Voices, a grassroots organization aimed at improving the safety, livability, and affordability of Portland, Maine. *(2023-present)*
- Elected Secretary of the Friends of the Eastern Promenade, (*2025)*.
- Elected President of the Friends of Eastern Promenade, (*2025-present)*.
- Organized and led neighborhood clean-up efforts, working with the city Parks department and Portland Parks Conservancy. (2025-2026).
- Assisted with the Portland Parks Conservancy efforts to rid the Eastern Promenade of invasive plants. *(2025)*.

- Organized and managed the summer concert series on the Eastern Promenade *(2025-present)*

May 13, 2026

Abbey Lombard, City Clerk
Portland City Hall
389 Congress St.
Portland ME 04101

Dear Abbey,

I'm writing to express my interest in serving on the Parks Commission.

As background, I am a native of South Portland, Maine. After a career in journalism and the non-profit world, I moved back to Maine in 2023 and purchased a home on Munjoy Hill.

Over the last 18 months, I have served as a leader of the Friends of the Eastern Promenade – first as the secretary and currently as president. We have revitalized the group -- coordinating clean-up days, helping the Portland Parks Conservancy remove invasives from the Prom, and planning summer concerts for the community to enjoy.

This year, working with city staff and others, we coordinated two successful clean-up efforts in April and will begin monthly clean-ups later this week. We are expanding our summer concert series throughout July and August given the strong public interest in free social events in such a beautiful location.

I have strong interest and love for Portland parks and green spaces --- from the Eastern and Western promenades, to Lincoln Park, Fort Sumner Park, Baxer Woods, Deering Oaks, Payson Park and so many others.

I have attached my resume and would be happy to answer any questions. Thank you for your consideration.

Sincerely,

Steve Campbell

158 Congress St, Unit 1, Portland ME 04101

Zach Mgoon

City of Portland | Generated 5/4/2026 @ 12:24 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Zach Mgoon
Application Date	5/1/2026
Expiration Date	5/1/2027
Status	Received

Board	Vacancies	Status
Parks Commission	1	Pending

Basic Information

Name
Zach Mgoon

Contact Information

Address
56 Haywood St.
Portland, ME 04102

Email
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

Generated 5/4/2026 @ 12:24 pm

RESUME

Phone : [redacted]

Email : [redacted]

Address : 56 Haywood St.
Portland, ME 04102

Online : www.zmagoon.com
linkedin.com/in/zachmagoon

Zach Magoon

EDUCATION

1992-1996 B.A. English Literature, Cum Laude
Wheaton College, MA
Minors: Studio Art, Theater
Honors: Balfour Scholar, Dean's List, Employee of the Year

ABOUT ME

Creative Director and Visual Designer with expertise in web design, web applications, UI/UX design, branding, and mobile app development. Skilled in prototyping and delivering cohesive design solutions that drive user engagement. Experienced in collaborating with developers, marketing teams, and product owners to execute innovative, results-driven projects.

SKILLS

- Photoshop
- XD
- Figma
- Creative Direction
- Illustrator
- Rush
- Office
- Application Design
- InDesign
- Premier Pro
- Jira
- Photography

WORK EXPERIENCES

2019-NOW EVERYWHERE Communications
Creative Director

Job Description :
- Lead strategy and design for mobile and web apps for satellite communications platform
- Design and produce website, print, and trade show materials
- Manage design team, contractors, and freelancers

2014-2019 TD Bank
Senior Visual Designer

Job Description :
- Designed mobile and web apps; supported development teams with wire frames and visual design
- Managed overflow projects with contractors

2014-2014 VIA
Senior Art Director

Job Description :
- Created standout advertising across multiple media
- Directed photo shoots and mentored Jr. Art Directors
- Coordinated and produced new business proposals

2011-2014 WEX
Senior Art Director

Job Description :
- Designed custom websites, mobile apps, trade show materials, and direct mail campaigns
- Managed freelancers and contractors

2009-2011 L.L.Bean Signature
Senior Art Director

Job Description :
- Led design, copy, and photography for the e-commerce site
- Managed production and copy teams

2008-2009 The SOAP Group
Senior Art Director

Job Description :
- Focused on socially responsible design for print, web, video, and activism
- Managed Jr. Art Directors vendors

Zach Magoon

WORK EXPERIENCES CONTINUED

2006-2008 KG Partners
Senior Art Director

Job Description :
- Developed national ad campaigns for print, radio, and digital
- Directed photo shoots and led branding strategies

2005-2006 EMG3
Senior Graphic Designer

Job Description :
- Designed large-scale mobile marketing units and experiential promotions

2002-NOW Zmagoon
Creative Director

Job Description :
- Designed websites, logos, and marketing campaigns for small to mid-sized companies (Freelance/Contract)
- Led creative teams; shot studio and location photography (Freelance/Contract)

2000-2002 Four Mangos
Director of Creative Strategy

Job Description :
- Managed web design projects, creative teams, and budgets
- Designed, large-scale software UI

1999-2000 The Screen House
Senior Art Director

Job Description :
- Led design for e-commerce and corporate websites
- Managed production and design teams

1998-1999 Fidelity Investments
Web Designer

Job Description :
- Designed intranet sites and established user interfaces

1997-1998 VST Technologies
Designer, Photographer, Copywriter

Job Description :
- Designer for corporate website, packaging, trade shows
- Managed photography studio
- Writer of technical user guides, marketing material

May 1, 2026

Dear Members of the Friends of the Eastern Promenade,

I'm writing to express my interest in serving on the Parks Commission. As a long-time Portland resident and someone deeply invested in the stewardship, accessibility, and thoughtful evolution of our shared outdoor spaces, I'm excited by the opportunity to contribute in a more formal capacity.

Professionally, I bring nearly two decades of experience as a Creative Director, where I've led complex initiatives that require balancing user needs, strategic goals, and long-term vision. My work has consistently involved collaboration across stakeholders, translating diverse input into clear direction, and ensuring that projects are both purposeful and well-executed—skills I see as directly relevant to the Commission's role in reviewing proposals and advising city leadership.

Outside of my professional work, I've been actively involved in the outdoor community. As a Crew Leader with the Greater Portland New England Mountain Bike Association (GPNEMBA), I regularly organize and lead trail maintenance efforts, working hands-on to preserve and improve shared-use trails. This experience has given me a practical understanding of land stewardship, sustainable trail design, and the importance of community engagement in maintaining public spaces.

In addition, I serve as a founding board member of an endowment at Wheaton College (MA), where I've helped guide long-term strategy, steward resources responsibly, and navigate the complexities that come with balancing institutional priorities and community expectations. That experience has strengthened my ability to participate in thoughtful governance, weigh competing perspectives, and contribute meaningfully to board-level discussions.

The Eastern Promenade is one of Portland's most valued and visible public spaces, and I care deeply about ensuring it continues to serve a wide and growing community. I would welcome the opportunity to bring my professional experience, volunteer work, and passion for the outdoors to the Parks Commission.

Thank you for your time and consideration. I'd be happy to provide any additional information or discuss how I could contribute.

Sincerely,

Zach Magoon



Alexis Del Vecchio

City of Portland | Generated 5/9/2026 @ 10:37 am by OnBoardGOV - Powered by ClerkBase

Status

Name	Alexis Del Vecchio
Application Date	5/8/2026
Expiration Date	5/8/2027
Status	Received

Board	Vacancies	Status
Parks Commission	1	Pending

Basic Information

Name
Alexis Del Vecchio

Contact Information

Address
8 Montgomery St
Portland, ME 04101

Email
[redacted]

Cell Phone
[redacted]

Additional Information

Notes
Is this a place for me to ask questions? If I'm supposed to answer specific questions, I do not see any!

Generated 5/9/2026 @ 10:37 am

ALEXIS LOPEZ DEL VECCHIO

8 Montgomery St., Portland, ME, 04101

[redacted] [redacted]

CA License # LA 6476 OR License # LA 1012
NH License # 196 ME License # LAR5303

EDUCATION

Harvard University, Graduate School of Design, Cambridge, MA
Master of Landscape Architecture, May 2012

Yale University, New Haven, CT
BA in Fine Arts, May 2006 (GPA 3.6)
Concentration: Painting; Secondary Concentration: Urban Studies

EXPERIENCE

Acorn Engineering, Portland, ME
Landscape Architect & Project Manager, February 2024 - Present
Building the landscape architecture studio at this multidisciplinary firm; providing community engagement and design on the Riverwalk North and Saccarappa Park projects in Westbrook, Maine, as well as landscape design and project management of a variety of public and private projects across Maine.

Michael Boucher Landscape Architecture, Freeport, ME
Landscape Architect, November 2022-February 2024
Implementing the landscape design for the Smith Center for Education and Research at Wolfe's Neck Center, as well as developing residential and largescale residential design for projects throughout Maine

Pellettieri Associates, Inc., Warner, NH
Senior Landscape Architect, July 2021-October 2022
Guided the design department of a 30+ design-build firm, managed staff to facilitate successful design and construction of over 40 active projects, and prepared design and permitting documentation for the firm's largely residential portfolio of work

2.ink Landscape Architecture, Portland, OR
Associate, September 2019- July 2021
Managed complex projects, including urban parks, residential, large-scale residential, and urban infrastructural and streetscape projects, from design though construction. Gabriel Park, a new city-wide destination park with a focus on accessibility, has been a particular focus, and required navigating numerous regulatory requirements, challenging site grading, and a large-scale planting for the 6+ acre park

Steve Billings Landscape Architecture, Santa Monica, CA
Project Manager, January 2018- October 2018
Led new and on-going residential, large-scale residential, institutional and commercial projects, facilitating design and communication between design team members for successful job completion

Travel, Italy & Europe
Explorer, July 2016- December 2016
Traveled extensively across Italy and other European cities, studying European design practices and public spaces in-situ. Additionally, volunteered on small-scale organic farms across Italy, assisting with olive oil harvesting and production, wine making, soil preparation, care and slaughter of animals, and other related activities

ALEXIS LOPEZ DEL VECCHIO

8 Montgomery St., Portland, ME, 04101

[redacted] [redacted]

CA License # LA 6476 OR License # LA 1012
NH License # 196 ME License # LAR5303

Pamela Burton and Company, Santa Monica, CA
Designer II, May 2014- June 2016; January 2017-June 2017
Designer I, October 2012-May 2014
Responsible for design and project managment of landscape sites across a variety of scales and types, including a manufactoring campus in Santa Fe Springs, CA, a 3-acre residence in Padific Palisades, CA, and a landscape master-plan for a 60-acre mixed-use development in Hawaii.

Dumbarton Oaks, Washington, DC
GIS Summer Intern, June 2012- August 2012
Maintained the garden, as well as created online exhibits that combined archival plans, images, drawings, letters and supporting text within a geo-spatial context

Mia Lehrer + Associates, Los Angeles, CA
Intern, June 2011- August 2011
Led community workshops and assisted with project marketing and master plan designs of 3 case study schools in Prop 84 urban greening grant project

Design Assistant, November 2007- March 2009
Supported associates and project managers with RFP/ RFQs for public and private projects, promotional materials, models, montages, boards and other visual aids

AWARDS/ACTIVITIES

Portland Society of Architecture Board member, 2025-present; Portland, ME, Parks Commissioner, 2023 to present; Kezar Lake Association Watershed Committee, 2021-present; Graphic and garden design volunteer with 'Safe Place for Youth,' 2013-2018; Taught FARMSCHOOL class for homeless youth at 'Safe Place for Youth,' 2017; Essay development editor/tutor for Chinese national students applying to graduate schools in design, 2015-2020, 2022; Student representative for Landscape Architecture Department, 2010-2012; Teaching Assistant, 2012; Participant in terrain traveling exhibit, 2011; Art department production assistant for short films “Gordita,” 2009, & “2081,” 2009; Upward Bound “Alex Del Vecchio Leadership Award” created in 2006 in honor of service to Upward Bound Program in Dedham, MA (2002-2007); Yale Literary Magazine Art Award, 2005; Yale Women's Center Arts Grant: 2006; Yale University Arts Grants: 2003, 2005, 2006

SKILLS

ArcGIS, CAD, Photoshop, Illustrator, Indesign, Sketch-up, Rhino, Word, Excel, PPT
Languages: Italian, Spanish

PROFESSIONAL DEVELOPMENT

UNH Stormwater Management Certificate
Attended ASLA Annual Conference, 2017, 2020
Attended Venice Architectural Biennale 2016, 2018
Citizen Arborist Program, Tree People, Los Angeles, Spring 2013
Harvard Career Discovery, Summer 2007; Concentration: Urban Design

May 8, 2026

City of Portland
389 Congress Street
Portland, ME 04101

Dear City Council:

As I approach the end of my term for the Portland Parks Commission, I am writing to renew my seat. As a licensed Landscape Architect who has worked in the field for the last 19 years, I feel that my experience makes me well suited to contribute to this vital part of city life. I am also looking forward to continuing the work I've begun as a Parks Commissioner. This includes participation in the CIP process, support organizing the annual greenspace gathering, and development of interpretative signage at Deering Oaks Park.

My career as a Landscape Architect and Project Manager in Los Angeles, CA, Portland, Oregon, New Hampshire, and Maine has provided many opportunities to navigate complex relationships between public and private stakeholders to find consensus and generate forward-thinking solutions. Working on a wide range of project types and scales, I am familiar with the many aspects of landscape development, including design, construction, and maintenance. Projects I've worked on that are particularly relevant to the Park Commission's work include the Gabriel Park Inclusive Playground, a regional-scale park and playground in Portland, OR, with a special focus on physical and developmental inclusivity, a collaboration with Los Angeles Unified School District to utilize stormwater infrastructural funding to "green" asphalt play areas at three local elementary schools, the Snowpeak Campground project, a private campground in Longbeach, Washington, and a mid-block pocket park in San Francisco's Rincon Hill neighborhood. I've also had hands-on experience caring for natural spaces as an intern researching and maintaining Dumbarton Oaks, a research facility and public garden in Washington DC. More recently, I've worked with Portland Trails on trail planning and analysis for the Stroudwater Connector Trail and the City of Westbrook on their new downtown park.

In addition to my Landscape Architecture work, I've pursued volunteer and work opportunities within the related fields of youth programming and the environment. Following my graduation from college, I spent the year teaching Art in Costa Rica for 1st-12th graders; for 5 summers I worked in various roles at a Boston-area chapter of Upward Bound, a federally funded TRIO program that encourages academic achievement and college matriculation. I've also volunteered in various capacities for the homeless youth organization Safe Place for Youth, located in Venice, CA, and assessed urban orchards for a Boston-area non-profit. More recently, as a member of my local watershed committee in New Hampshire, I've helped shepherd the development of our Watershed Based Plan with an outside consultant.

Across my varied experiences, connecting people with natural spaces is a common goal. To that end, I'm particularly interested in how to increase access and better understand the physical, cultural and structural barriers that limit use in our shared, public spaces. I also appreciate that parks are faced with numerous questions as we grapple with funding needs for maintenance, the impacts of climate change, and competing needs of various users. I believe that I can continue to provide support and experience to the Portland Parks Commission, and I hope that you renew my seat for another term.

Sincerely,

Alexis Lopez Del Vecchio

[redacted]

Kaley Sweeney

City of Portland | Generated 5/4/2026 @ 12:16 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Kaley Sweeney

Application Date 4/22/2026

Expiration Date 4/22/2027

Status Received

Board	Vacancies	Status
Parks Commission	1	Pending

Basic Information

Name
Kaley Sweeney

Contact Information

Address
71 Belfort St
Portland, ME 04103

Email
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

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Kaley Sweeney

[redacted] | [redacted]

Effective communications leader with 15 years of experience. I partner with executive leadership to spearhead communications strategies, design and optimize communications channels, and elevate brand reputation within global, matrixed and mission-driven teams.

CommonSpirit Health (commonspirit.org) **Remote**

System Manager, Communications Operations May 2025—Present

Lead operations for communications team, including aligning system, region and market communications team members on unified communications channels and processes.

• **System-Wide Alignment:** Introduced first website for team member news and updates. Aligned communications team members in five regions and 24 states to form a central, unified channel for team member communication.

• **Project Management:** Leading brand unification efforts for 24 markets undergoing brand transition from local legacy hospitals to the CommonSpirit identity.

Region Manager, Internal Communications May 2022—May 2025

Collaborated with executive and senior leadership across the Northwest Region to design, optimize and measure internal communications strategy for 18,000+ team member healthcare system.

• **Internal Communications:** Owned, analyzed and optimized all-staff and leader communications channels. This included spearheading the design, launch and ongoing strategy of company intranet; editorial and strategic alignment of internal communications team; weekly newsletter development and introducing analytics to inform strategy.

• **Enterprise Communications:** Led communications planning, execution and impact analysis for key region-wide initiatives. Point person for crisis communications, change management and standard practice.

• **Event Management:** Core member of steering committee for annual 800+ leader event; facilitator of monthly executive webinars focused on strategy, finance, human resources and operations.

UNICEF HQ (unicef.org) **New York, NY (Remote)**
Consultant, Global Content Strategy December 2020—December 2021

Aligned communications teams across 50+ countries around UNICEF Headquarters' strategic imperatives and multimedia content standards. Commissioned and produced multimedia content for global distribution.

• **Project Management:** Managed all aspects of multimedia commissions from storyboard to impact analysis, including coordinating 70+ international staff and partners to launch the Generation COVID campaign, the most popular UNICEF campaign in 2021.
• **Strategic Alignment:** Coordinated visuals and key messages with staff, partners, freelance photographers and journalists across 50+ country and regional offices. • Facilitated workshops and media training for colleagues worldwide. Topics included ethics of photography, aligning multimedia to brand goals, and strategic storytelling in emergency contexts.
• **Crisis Communications:** Headquarters' multimedia lead on COVID-19 and sudden onset emergency response.

1854 Media (1854.photography) **London, UK (Remote)**
Creative Development Director / Head of Community August 2020—December 2020

Head of Marketing July 2019—July 2020

Returned the world's oldest photography magazine to profitability by introducing data-driven insights to optimize consumer digital experience, maximize organizational efficiency, and bring the 166-year-old brand into a new era. Led the direction, delivery & optimization of all content, communications, organic and paid marketing campaigns, partner relations, and international events.

• **Brand Management:** Following company-wide data audit, spearheaded the redesign of 1854.photography to combine all 13 of 1854 Media's previous websites into a new virtual home. Unified numerous sub-brands under a subscription model with a single brand of access.

• **Editorial & Marketing Team Management:** Remotely managed nine-person editorial, marketing, and creative team for all day-to-day activities. Established new practice for all earned and owned digital engagement, including new customer funnel and retention strategies. In 18 months, grew paid member base by more than 270% and increased member engagement by more than 500%.

• **Change Management:** Collaborated with CEO and COO to design internal and external communications plans related to brand, product updates, organizational structure and changing financial models.

Anastasia Photo Gallery (anastasia-photo.com) **New York, NY**
Associate Director June 2015—March 2019
Originally hired as Director of Communications, absorbed two roles to oversee all operations, sales, business development and events for NYC's only documentary photography gallery.
• **Strategic Development:** Transformed revenue stream by introducing and executing a digital marketing strategy and online sales pipeline; establishing events program; and leading international exhibitions and partnerships.
• **Operations and Administration:** Designed and operationalized all aspects of annual exhibition and event program. Responsible for all administration, finances, stakeholder relations, sales, marketing, and gallery management.

World Photography Organization (worldphoto.org) **London, UK**
Communications and Marketing Manager October 2012—January 2015
Developed, executed, and evaluated annual marketing and communications strategies across three brands. Produced all online editorial, video series, and marketing collateral for Sony World Photography Awards, Sony's Global Imaging Ambassadors, and the inaugural edition of PHOTOFAIRS Shanghai.

• **Web Administration:** Sole manager of three websites (including one in 13 languages), CRM, organic & paid social, content marketing, webinars, events, video editing, competition management, and partnerships for 250,000+ audience.
• **Growth Marketing:** Increased subscribers and engagement by creating WPO's monthly magazine, managing editorial features, design, distribution, and contributor oversight. With no budget, and only 10% of working hours devoted to its conception, secured 25,000 consistent readers within the first year and ad revenue to employ staff writer.

EDUCATION

Harvard University Extension School **Cambridge, MA**
Master of Liberal Arts. International Relations November 2019

Independent research traced media's framing of immigrants in three politically diverse regions of the United States.

Boston University **Boston, MA**
Bachelor of Science, Journalism. Minors: International Relations & History September 2008—May 2011

Dear Members of the Portland Parks Commission,

I am writing to express my interest in joining the Portland Parks Commission. As a Portland resident, I feel deeply connected to the role that parks and green spaces play in shaping not only our city's landscape, but the well-being of the people who call it home.

After spending most of my adult life in dense cities, I decided to call Portland, Maine home for its outstanding access to and stewardship of our natural spaces. Portland's parks and trail systems have inspired me to form a deeper connection to our native landscape and the practices that support a healthy ecosystem. As a new Master Gardener Volunteer (Class of 2026), I have relished the opportunity to learn about our local ecology and put knowledge to practice in my home landscape and with community volunteer opportunities.

Beyond landscape, I believe parks and trail systems provide our city with cherished third spaces where we can gather, reflect and build connections within our community. They support our mental and physical health, provide us with moments of serenity, and deepen our connection with the physical world at a time when so many of us are perpetually glued to our digital devices.

My professional work is rooted in communications, operations and marketing. While this work is not directly in parks or environmental stewardship, my personal life is deeply committed to celebrating our natural spaces. I would be excited to contribute to conversations and decisions that prioritize inclusivity, sustainability, and long-term stewardship of our parks system.

I would be honored to bring my perspective, care for the natural world, and commitment to community well-being to the Commission's work. Thank you for your consideration, and for your ongoing efforts to steward Portland's parks and public spaces.

Warmly,
Kaley Sweeney

Jennifer Goodwin

City of Portland | Generated 5/4/2026 @ 12:20 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Jennifer Goodwin
Application Date	4/29/2026
Expiration Date	4/29/2027
Status	Received

Board	Vacancies	Status
Ethics Commission	0	Pending

Basic Information

Name
Jennifer Goodwin

Contact Information

Address
75 Granite St
Portland, ME 04102-2844

Email
[redacted]

Phone
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

-

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Jennifer W Goodwin, LCSW, CCS

[redacted]

55 Bell St.
Portland, ME
04103

Profile:

Licensed Clinical Social Worker- Therapy, Clinal Supervision, Consultation, Training

Voice Actor- Speaking Clearly Voice Overs- Commercial, Narration, Training, Audio Books, Telephony, Explainer Videos. **speakingclearlyvoiceovers.com**

Experience:

Therapist, Clinical Supervisor, Consultant- Portland, ME 2015- present

Integrated Behavioral HealthTherapist- Mercy Hospital/Northern Light Health Primary Care, Portland, ME 2015-2021
Part time provision of therapy services to patients of Mercy Hospital's Primary Care practices.
Care Manager- Mercy Hospital Northern Light Health, Portland, ME 2014
Clinical Supervisor- Mercy Hospital Recovery Center Detoxification 2014

Director of Crisis Services- CSI, Biddeford, ME 1999-2013

Twenty Four Hour Crisis Program- Hot Line, Community and Hospital Assessment; State, Local, Community, NAMI and Law Enforcement partnerships, Crisis Stabilization Residence, $3.5 million budget
Director of Peer Services- CSI, Biddeford, ME 2010-2014
Quality and Compliance- Team Leader- CSI, Saco, ME 2013-2014
Director of Intake Services-CSI, Biddeford, ME. 2005-2010
Clinical Supervisor- Crisis Services- CSI, Biddeford, ME 1996-1999
Team Leader- Emergency Services- CSI, Biddeford, ME 1993-1996
Therapist-Community Support Services- CSI, Saco, ME 1990-1993

Member- Maine State Board of Social Worker Licensure- 1998-1999

Consultant/Partner- Trauma Treatment Consultants , S. Portland, ME 1997-1999

Per Diem Emergency Department Social Worker- Maine Medical Center, Portland, ME 1997-1999
Case Manager- Holy Innocents, Portland, ME 1986-1988
Case Manager- Community Health Services, Portland, ME 1964-1986

Education:

MSW - Master of Social Work
University of New England, Biddeford, ME 1990

BA- Bachelor of Psychology
Temple University, Philadelphia, PA 1984

Intern- Shoreline Mental Health Services- Bath, ME 1989-1990
Intern, Community Organization- Peer Leader Program
Portland, ME. 1988-1989

Intern-Feminist Therapy Collective, Philadelphia, PA 1984
Intern- Elizabeth Blackwell Health Center for Women
Philadelphia, PA 1983

Other:

Maine Social Worker Licensure: LC1825
Maine Certified Clinical Supervisor Licensure: CCS5685

EMDR Levels 1 & 2
Psychological First Aid- Certified and Trainer
Maine Disaster Behavioral Health Team- Member and Trainer
Critical Incident Stress Management Certification
MHRT-CSP- Certified and Trainer
MHRT- 4

Team Member- York County Juvenile Fire Setter Clinical
Assessment Team, 1998-2013

Board Member- Cultivating Balance.
Board Member- Hearth Stone Group Home. 1990-1993
Provider Member- Maine Division of Trauma Services Trauma
Advisory Board. 1994-1998

References:

Provided Upon Request

Wednesday, April 29, 2026

To My Fellow Ethics Committee Board Members and Staff,

I am writing to express my interest in continuing to serve on the Ethics Committee for the City of Portland. My term expires at the end of June 2026 and I would be interested in serving for an additional term.

My reason for wanting to continue this work is a strong desire to make a positive contribution to our country and I feel that the most effective and possible way for me to do so is on the local level. I am a long term resident of Portland and have thoroughly enjoyed my life here. Participation on this committee seems like a direct avenue to increasing the quality of personal and professional life in this city.

It has been an interesting and enjoyable year working on this Board and I would really like to be able to continue my efforts toward our charge of drafting a Code of Ethics for Portland, Maine. I am appreciative of your consideration of my application to serve another term.

Sincerely,

Jennifer

Jennifer Goodwin

[redacted]

Rosemary Paine

City of Portland | Generated 5/13/2026 @ 4:12 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Rosemary Paine
Application Date	5/12/2026
Expiration Date	5/12/2027
Status	Received

Board	Vacancies	Status
Ethics Commission	0	Pending

Basic Information

Name
Rosemary Paine

Contact Information

Address
10 Deering St.
Unit 1
Portland, ME 04101

Email
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

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Rosemary Paine MSN, FNP-BC, AGACNP-BC, RNFA
10 Deering St.
Portland, ME 04101
[redacted]

EDUCATION

Northeastern University, Boston, MAa
Bachelor of Science, Health Science, 2011

MGH Institute of Health Professions, Boston, MA
Bachelor of Science, Nursing; Masters of Science, Nursing, 2015

University of Pennsylvania, Philadelphia, PA
Certificate, Adult Gerontology Acute Care Post Graduate Certificate, 2023

EXPERIENCE

Board Member, *Ethics Commission*
City of Portland, Portland, ME – July 2025- Present

- Appointed as a board member of the City of Portland Ethics Commission, as directed by the Ethics Commission Charter.
- Tasked with drafting Portland's first Code of Ethics to guide the ethical conduct of city officials and employees.

Nurse Practitioner, *Burn and Soft Tissue Surgery Service*
Maine Health – Maine Medical Center; Portland, ME — Jan 2018 - Present

- Serves as member of the multidisciplinary burn and soft tissue surgery team with attending surgeon, nurses, therapy, psychology, nutrition and social work.
- Manages burn patients during admission, daily rounding, wound care, operative management and discharge planning.
- Manages burn patients in the outpatient clinic for follow up and new referrals with the burn team.
- First assistant to surgeon in the operating room.
- Trains new surgical residents and advanced practice providers on burn care and the surgical management of wounds.
- Provides education to members of the multidisciplinary burn team via didactic lectures.
- Promotes quality care through program development initiatives, process and quality improvement and guideline development.

- Participates in research initiatives as principal investigator for institutional and multi-center projects.
- Coordinates and teaches Advanced Burn Life Support for burn care providers.

Nurse Practitioner, *Trauma Surgery Service*
Maine Health – Maine Medical Center; Portland, ME — Aug 2015 - Dec 2017

- Served as a member of the trauma surgery team at a Level 1 Trauma Center.
- Managed trauma patients from admission through discharge including daily rounding, specialty service consultation, family and patient education, and discharge planning.
- Trained and educated new nurse practitioners, physician assistant and surgical residents rotating onto the service.

LICENSURE AND CREDENTIALS

Board Certified Family Nurse Practitioner, American Nurses Credentialing Center, 2015

Board Certified Adult Gerontology Acute Care Nurse Practitioner, American Nurses Credentialing Center, 2023

Registered Nurse, Maine Board of Nursing, 2015-present

Nurse Practitioner, Maine Board of Nursing, 2015-present

CERTIFICATIONS

Advance Trauma Life Support (2020)

Registered Nurse First Assistant (2019)

Advanced Burn Life Support (2018)

Advanced Burn Life Support Instructor (2018)

Advanced Cardiac Life Support (2023)

PUBLICATIONS

Paine RE, Turner EN, Kloda D, Falank C, Chung B, Carter DW. Protocoled thrombolytic therapy for frostbite improves phalangeal salvage rates. Burns Trauma. 2020;8:tkaa008. doi:10.1093/burnst/tkaa008

Porcheray F, DeVito J, Yeap BY, et al. Chronic humoral rejection of human kidney allografts associates with broad autoantibody responses. Transplantation. 2010;89(10):1239-1246. doi:10.1097/TP.0b013e3181d72091

Scha'Chia Murphy, Paine R, Falank C, Ontengco J, Sheppard F, Carter DW. Physical Examination is Inadequate to Rule Out Thoracolumbar Spine Injuries in a Rural Trauma Center. World J Surg Surgical Res. 2021; 4: 1303.

ACADEMICS

University of Southern Maine, visiting professor, 2022-present

School of Nursing, Adult Geriatric Acute Care Nurse Practitioner Program

Integumentary Disorders

Maine Health – Maine Medical Center
Advanced Practice Provider Critical Care Residency
Burns and Necrotizing Soft Tissue Infections

COMMITTEES

Northeast Region Burn Conference Host Committee, 2019
Northeast Region Burn Conference Planning Committee, 2023 - Present
American Burn Association, Clinical Practice Guidelines Committee, 2023 - Present

PRESENTATIONS

Protocoled thrombolytic therapy for frostbite improves phalangeal salvage rates.
Podium Presentation
Northeast Regional Burn Conference
Portland, ME - November 2019

Elderly Burns: Do We Stand A Chance?
Breakout Session Presentation
Northeast Regional Burn Conference
Portland, ME - November 2019

Protocoled thrombolytic therapy for frostbite improves phalangeal salvage rates.
Podium Presentation
Bredenberg/Webber Spring Symposium
Portland, ME – May 2021

Anorexia Nervosa in Burn Patients
Podium Presentation
North American Burn Society
Telluride, CO – March 2022

Frostbite: From Injury to Healing to Prevention
Plenary Session Presentation
Northeast Regional Burn Conference
Mashantucket, CT - November 2022

Challenging Case Multidisciplinary Presentation
Northeast Regional Burn Conference
Providence, RI - November 2023

Outpatient Burn Care
Educational Session
Maine Academy of Physicians Associates – Annual Conference

Bar Harbor, ME – October 2023

The Role of ICG-Microangiography in Frostbite Management
Podium Presentation
North American Burn Society
Tahoe, CA – March 2024

Advanced Practice Providers in Burn Care
Educational Session
American Burn Association - Annual Meeting
Chicago, IL – April 2024

Engaging the Multidisciplinary Team in Burn Care
Plenary Session Presentation
Northeast Regional Burn Conference
Newark, NJ - November 2024
Bromelain Based Enzymatic Debridement in Critically Ill Burn Patients
Poster Presentation
Northeast Region Burn Conference
Washington D.C., November 2025

Plasma Burn Resuscitation
Educational Symposium
MaineHealth – Maine Medial Center Portland
Portland, ME – May 2026

Rosemary Paine, MSN, FNP-BC, AGACNP-BC, RNFA
10 Deering St.
Portland, ME 04101
[redacted]

May 12, 2026

Dear City of Portland – Boards and Commissions,

I am writing to express my interest in continuing my service on the Ethics Commission. I was appointed to Portland's first Ethics Commission in 2025, to serve a one year team. On the commission, we have begun the process of drafting the Code of Ethics. We have been diligent and conscientious in drafting a code to uphold the principles of honesty, fairness and equitable treatment while balancing the needs of the community with those of the individual. Our work continues in finalizing the code as well as procedures for implementation of our ethical standards. I hope to continue my tenure on the board to finalize the Code of Ethics and achieve approval by the city council.

In my role at Maine Medical Center, I work with patients suffering burn and traumatic injuries, aggressive skin infection, complex wounds, amputations and spinal cord injuries. This population represents the neediest patients in our community given their low socioeconomic status and subsequent life changing injuries. With the perspective of a health care provider, I am driven to advocate for the needs of this population outside of the hospital. In my role, I coordinate patient care, contribute to process improvement initiatives, and participate in strategic planning to advance the work we do. My involvement in multiple regional and national committees, including the American Burn Association Clinical Practice Guidelines Committee, has honed my ability to analyze data, develop policy, and engage diverse stakeholders in decision-making processes. I am particularly passionate about supporting initiatives that promote public health, safety, and inclusivity – especially for the least fortunate in our community.

The past year of service on the Ethics Commission has been engaging and inspiring. The commission consists of a diverse mix of lawyers as well as a law student, a law assistant, a rabi, a social worker, and myself. I believe that my unique role in medicine is a vital perspective for the board. My experience as a profession in medicine as well as my front line perspective on the neediest communities in our city has resulted in meaningful contribution to the code. It has been an honor to serve the community.

Thank you for considering my application to continue service on the Ethics Commission.

Sincerely,
Rosemary Paine, MSN, FNP-BC, AGACNP-BC, RNFA

Tessa Jude Carty

City of Portland | Generated 5/13/2026 @ 4:09 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Tessa Jude Carty
Application Date	5/11/2026
Expiration Date	5/11/2027
Status	Received

Board	Vacancies	Status
Historic Preservation	0	Pending

Basic Information

Name
Tessa Jude Carty

Contact Information

Address
503 Cumberland Ave
Apt 6
Portland, ME 04101

Email
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

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TESSA CARTY, P.E.

[redacted] | [redacted] | Portland, ME | Maine P.E. No. 19732

Education

Master of Engineering, Structural Mechanics and Materials, GPA: 4.10 **Dec. 2022**
Cornell University**,** College of Engineering, Ithaca, NY
Relevant Courses: Historic Conservation of Building Materials; Design of Masonry Structures; Advanced Structural Concrete; Concrete Materials and Construction; Intermediate Steel Design

Bachelor of Science, Civil Engineering, Minor in Mechanical Engineering, GPA: 3.96 **May 2022**
Cornell University, College of Engineering, Ithaca, NY
Relevant Courses: Concrete Design; Steel Design; Finite Element Analysis; Technical Writing

Work Experience

Thornton Tomasetti, Portland, ME, *Senior Engineer* **March 2026-Present**
- Perform structural condition assessments for existing buildings, including structures with historic significance
- Prepare calculations, drawings, reports and specifications for concrete, masonry, steel, and wood structures

HDR, Portland, ME, *Structural Engineer* **Jan. 2023-Feb. 2026**
- Performed structural analysis and design for hydropower/hydraulic structures using concrete, steel, and aluminum
- Conducted analyses of existing structures (dams and powerhouses); develop retrofit and strengthening alternatives
- Prepared calculations; develop finite element models using RISA-3D and SAP2000; prepare design reports
- Served as Structural Lead, providing technical direction, coordination, and leading design discussions
- Acted as Deputy Project Manager for four projects, including a project with over $1M in fee. Responsibilities include scope development, managing project financials, allocating resources, risk management, and maintaining regular communication with clients

Wiss, Janney, Elstner Associates, Shelton, CT, *Structural and Architectural Engineering Intern* **Jun.-Aug. 2021**
- Assisted engineers and architects on projects relating to the evaluation, restoration, and repair of existing buildings
- Performed site visits to observe existing structures and prepared investigative reports on findings

Relevant Projects

Victoria Mansion Chimney Replacement and Floor Rating, Portland, ME **2026**
- Performed structural calculations for a new chimney design to replicate the original historic feature
- Evaluate the load capacity of the historic wood floor joists for live load occupancy

Rubber Crest Gate Replacement Project, New York **2023-2025**
- Acted as Design Lead and Deputy Project Manager for design through construction
- Prepared bid documents, led the pre-bid meeting and reviewed contractor bids
- Regularly contacted and provided oversight to the client, including almost daily coordination during construction

Historic Structures Report, Ithaca, NY **2022**
- Prepared a Historic Structures Report in accordance with National Park Service format for St. Catherine's Greek Orthodox Church for their use in applying for historical designation
- Reviewed architectural significance of the exterior and interior of the structure in the context of historical preservation
- Provided preliminary repair recommendations and high level estimates

Center Church on the Green Structural Repair, New Haven, CT **Jun.-Aug. 2021**
- Designed a purlin sister repair for the historic wooden Center Church on the Green in New Haven with engineering calculations that referenced the NDS manual and repair details drafted on AutoCAD

Volunteer Experience

Cathedral of the Immaculate Conception, Portland, ME, *Faith Formation Teacher* **2025-Present**
- Provide weekly service and leadership as a co-teacher for kindergarten faith formation classes

Tessa Carty, P.E.
[redacted]
[redacted]

May 11, 2026

City of Portland Historic Preservation Board

Dear Members of the Application Review Committee,

I am writing to express my interest in serving on the City of Portland Historic Preservation Board. I am a structural engineer in Thornton Tomasetti's Renewal Practice in Portland, where I focus on existing structures and repair/rehabilitation projects. I have lived in Portland for more than three years and have developed an appreciation for the city's historic buildings, neighborhoods, and architectural character. I value the role historic preservation plays in maintaining Portland's identity and sense of place, and I would be honored to contribute to that work through board service.

In my current role as a Senior Engineer, I work on the evaluation, analysis, and rehabilitation of existing buildings. This work requires careful consideration of existing conditions, structural behavior, long-term performance, and the practical constraints of repair and renovation. It has strengthened my ability to review complex building issues thoughtfully and to balance technical requirements with project goals, context, and stewardship of the built environment.

Prior to joining Thornton Tomasetti, I gained meaningful experience with historic and existing buildings through an internship at Wiss, Janney, Elstner Associates, where I supported projects involving architectural landmarks, including Center Church on the Green in New Haven. My academic background also includes graduate coursework in the historical conservation of building materials, where I studied traditional building materials, common deterioration mechanisms, and strategies for repair and preservation. As part of that work, I prepared a Historic Structures Report on a local church, researching its architectural significance and developing recommendations for its repair. These experiences strengthened both my technical understanding of historic structures and my appreciation for the importance of preserving them thoughtfully.

I would welcome the opportunity to bring my engineering background, interest in historic preservation, and commitment to the Portland community to the Historic Preservation Board. Thank you for your time and consideration.

Sincerely,

Tessa Carty

Julia Sheridan

City of Portland | Generated 5/4/2026 @ 12:31 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Julia Sheridan

Application Date 4/17/2026

Expiration Date 4/17/2027

Status Received

Board	Vacancies	Status
Zoning Board of Appeals	2	Pending

Basic Information

Name
Julia Sheridan

Contact Information

Address
40 Hollis Rd
Portland, ME 04103

Email
[redacted]

Phone
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

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Julia A. Sheridan
40 Hollis Road
Portland, Maine 04103
[redacted]
e-mail:
[redacted]

Employment:

BOARD OF OVERSEERS OF THE BAR Augusta, Maine
Bar Counsel, September 2020 to November 2025

Represent the Board of Overseers of the Bar in Disciplinary Proceedings

Prosecute before the Supreme Judicial Court and the Grievance Commission violations of the Maine Rules of Professional Responsibility and the Maine Bar Rules

Review complaints from the public, the judiciary and the bar concerning potential violations of the Maine Rules of Professional Responsibility and the Maine Bar Rules

Provide confidential advice on ethics questions to licensed Maine attorneys and present Continuing Legal Education programs on current ethics topics

CUMBERLAND COUNTY DA'S OFFICE Portland, Maine
Assistant District Attorney, February 1994 through August 2020

Represented the State of Maine in criminal prosecutions

Prosecuted 100s of criminal felony and misdemeanor cases and represented the State of Maine appeals, petitions for post-conviction review, jury and jury-waived trials, motion and bail hearings, probation revocation hearings, plea negotiations and developed a nuanced and fair framework for the exercise of prosecutorial discretion

NORMAN, HANSON & DETROY Portland, Maine
Associate, September 1990 to February 1994

Practice concentrated in real estate law, corporate law and representation of small businesses

NEW HAMPSHIRE SUPREME COURT Concord, New Hampshire
Law Clerk, September 1989 through August 1990

Clerk for former Associate Justice William F. Batchelder

FINE & AMBROGNE Boston, Massachusetts
Summer Associate for 60-member firm, June 1988 through August 1988

TOZZER ANTHROPOLOGY LIBRARY Cambridge, Massachusetts
Acquisitions Assistant, October 1985 through August 1986

Bar Admissions:

Maine Supreme Judicial Court, 1989
United States District Court for the District of Maine, 1989

Education:

BOSTON COLLEGE LAW SCHOOL Newton, Massachusetts
Juris Doctor, May 1989

Honors/Activities:

Local Rules Project – Analyzed federal district court local rules for consistency with other federal law, and for uniformity and purpose, as part of project sponsored by the United States Judicial Conference – May 1987 to May 1989

Boston College Criminal Defenders – student attorney defended clients on various charges of assault, larceny and receiving stolen motor vehicles.

UNIVERSITY OF TEXAS AT AUSTIN Austin, Texas
Master of Arts in Physical Anthropology, May 1985

Honors/Activities:

Master's thesis presentation at the annual meeting of the American Society of Primatologists; Title: *Social Interactions Between Vervet Monkey Mothers and Infants*, June 1985

Teaching Assistant for Professor Claude A. Bramblett – Taught laboratory section of primate behavior class, September 1983 to May 1985

Phi Kappa Phi Honor Society

HARVARD UNIVERSITY Cambridge, Massachusetts
Bachelor of Arts in Social Anthropology, March 1983
Graduated *magna cum laude* in Social Anthropology

Honors: Elizabeth Agassiz Certificate of Merit
John Harvard Scholarship

Commissions/Associations:

Criminal Law Advisory Commission, appointed by Maine Attorney General, 2022 to the present

Sex Offender Risk Assessment Advisory Commission, appointed in 2012, reappointed 2018

Director at Large for the Board of Directors of the National Organization of Bar Counsel (NOBC), elected in 2022; Liaison for the NOBC to the ABA Standing Committee on Lawyer Referral and Information Services; Liaison for the NOBC to the ABA Standing Committee on Lawyer Assistance Programs

Board of Overseers of the Bar – November 2017 to August 2020

Cleaves Law Library: Board of Directors - Nominating Committee, Governance Committee, Vice President 2012, Treasurer 2013, 2017, 2018, 2020, 2021, 2022 to the present, and President 2014, 2015, and 2016

Historic Preservation Board, Portland, Maine: July 2014 to August 2020; Chairperson 2018 to August 2020

Board of Tax Appeals, Portland, Maine: July 2014 to August 2020

Maine Community Law Center Board of Directors: 2015 to 2020; "incubator" program that provided legal services to middle income people and trained newly graduated lawyers to run legal practices

Edward Thaxter Gignoux American Inn of Court, inducted as a senior lawyer in 2016

Awards/Publications/Teaching:

Teach Professional Responsibility in the Justice Studies Department at the University of Maine at Augusta (a feeder program for Maine Law School) – 2021 to the present

Co-Taught Professional Responsibility at the University of Maine School of Law, 2021 and 2022

Taught criminal procedure class at the University of Maine School of Law – 2005

Title Insurance and M.R. Prof. Conduct 5.7, co-authored Maine Bar Journal, Summer 2024

So, Your Client Has Requested Fee Arbitration! Embrace It, Lovingly…., co-authored Maine Bar Journal, Winter 2023

Authored chapter on "Charging Instruments," contained in A Practical Guide to Superior Court Practice in Maine, published in 2015 by the MCLE; update published 2018, 2022

Discretion: the Heart of Prosecution, Maine Bar Journal, summer 2020

2006 and 2009 awards from Paula Silsby, former U.S. Attorney for the District of Maine, in the cases of State v. Vincent Guerrero and State v. Ricky Norton

Julia Sheridan
40 Hollis Road
Portland, ME 04103
[redacted]

April 17, 2026

Abbey Lombard, City Clerk
cityclerk@portlandmaine.gov

Dear Clerk Lombard,

I would like to apply for a vacant seat on either the Board of Assessment Review, the Ethics Commission, the Historic Preservation Commission, or the Zoning Board of Appeals. Enclosed please find my resume.

I have lived in Portland since the summer of 1991. As reflected in my resume, I have served on the Board of Tax Appeals and on the Historic Preservation Board. I retired last year after practicing law for approximately 35 years. Currently, I am serving in volunteer positions as the Treasurer of the Cleaves Law Library, located in Portland; as an appointed member of the Criminal Law Advisory Commission; and am teaching Professional Responsibility at the University of Maine at Augusta (as well as caring for grandchildren).

I am interested in serving the city in any capacity that the City Council deems appropriate.

Thank you,

Julia Sheridan

Peter Goldman

City of Portland | Generated 5/4/2026 @ 12:22 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Peter Goldman

Application Date 4/30/2026

Expiration Date 4/30/2027

Status Received

Board	Vacancies	Status
Clean Elections Review Board	1	Pending

Basic Information

Name
Peter Goldman

Contact Information

Address
105 India St., #3
Portland, ME 04101

Email
[redacted]

Cell Phone
[redacted]

Additional Information

Notes

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PETER GOLDMAN
105 INDIA ST., #3 PORTLAND,
ME 04101

I was trained as a biologist, worked construction while earning a PhD in Hispanic Studies, became a university professor and later a peace officer along the US-Mexico border specializing in cross-border crime and money laundering. I went back to school for a law degree and now practice both commercial and intellectual property law (IP).

My work in commercial law focuses on startups though I work with established businesses too. I try to help entrepreneurs turn good ideas into self-sustaining businesses.

Social justice matters to me. I devote a significant amount of *pro bono* time to these issues, most recently on behalf of survivors of domestic abuse and farmers coping with land contaminated by the "forever chemicals" PFAS and PFOS.

My interests are old books, indigenous woven art from the Southwest, especially Navajo blankets, and from the Northeast, especially Wabanaki baskets. I am an avid cyclist and hiker.

Distinctions (selected)

- Harvard University Frederick Sheldon Fellow
- Guggenheim Fellow
- Former Professor of Honors and Interdisciplinary Studies, Syracuse University

Bilingual Spanish-English

Education, Honors and Awards (Selected)

EDUCATION

- University of Arizona College of Law, J.D.
- Harvard University, Ph.D., Romance Languages and Literatures
- Dartmouth College, A.B., Biology

HONORS AND AWARDS (SELECTED)

- Katahdin Counsel, Maine Justice Foundation
- Fulbright Fellow
- National Endowment for the Humanities, Fellowship
- University Scholar in Literature and History for the Graduate Division, UCLA
- Dartmouth College Reynolds Scholar
- Research Fellow, Dartmouth Medical School

Publications

- Thirty plus essays and two books as well as numerous book reviews. Three of the essays were award winning in international competitions.

Admissions

- States of Maine, Arizona and New York
- United States District Courts of Arizona, Maine and the Eastern and Southern Districts of New York
- United States Courts of Appeals for the Ninth Circuit and the Federal Circuit
- United States Patent and Trademark Office

Practice Areas

- Business and Commercial Law
- Intellectual Property Law

Professional and Community Activities

- Maine Volunteer Lawyers Project, Portland Domestic Violence Panel
- Maine Center for Entrepreneurs, Mentor
- City of Portland, Clean Elections Review Board, Chair
- City of Portland, Ethics Commission, Chair
- Casco Bay Bicycle Club
- Member of the State Bars of Maine, Arizona and New York

Formerly,

- Judge *pro tem* of the Superior Court, Pima County, Arizona
- Maine Community Law Center, Board of Directors
- Maine Initiatives, Proposal Reader
- Indigo Arts Alliance, Circle of Advisors
- Gallup Intertribal Ceremonial, Judge, Textile Division
- Deferred Action for Childhood Arrivals (DACA), *pro bono* legal and documentation counsel

Contact Information

Email: [redacted]
Phone: [redacted]

PETER GOLDMAN
105 INDIA ST., #3
PORTLAND, ME 04101

I am applying to continue my membership on the Clean Elections Review Board. Currently I am the Chair of that body. I have been Chair throughout my tenure on it, i.e., since the Review Board was originally formed in 2023.

I am pleased that during my service on the Review Board we have successfully fashioned, and implemented, the Rules of Procedure for its operation. In addition, we also heard complaints and adjudicated them. None were appealed, which I believe is a sign that we did our job in a fair and evenhanded manner, notwithstanding that we ruled – as the Review Board must – against one party or another in each case.

Money in politics presents dangers to voting. Clean elections allow the candidates to focus on what each one offers, not on the special interests that fund the candidate. Portland's recent experience with clean elections, which are relatively new in our city, has helped restore voter faith in our electoral system. This has made sense not only to me, but to the candidates who have funded their campaigns according to this system, and to the voters who have been its beneficiaries.

To the extent that the Clean Elections Board resolves appeals from candidates and from the public about qualification and funding issues, it has helped set the policies guiding Portland's clean elections and should continue to do so in future. That is meaningful work. I continue to feel qualified to help ensure its effectiveness.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 2, 2026

SUBJECT: Order 230-25/26 Granting Municipal Officers' Approval of Portland Nightlife LLC, dba Ubu's Restaurant. Application for Class I FSE with Indoor Entertainment at 504 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: N/A

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/4/26. Location was previously Free Street Restaurant and Cocktail Bar.

This item was first read on June 1, at which point it was postponed to June 15. 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. Ubus_Council Packet
2. 2026.06.01_Ubus_Council Order

Prepared by:
Date: 06/02/2026

Ubu's Restaurant
77 Free Street
Portland, ME 04101
Phone: 207-441-5971

Date: April 24, 2026

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

Re: Liquor License Application – Ubu's Restaurant, 77 Free Street

Dear Mayor Dion and Members of the City Council,

I am writing on behalf of **Portland Nightlife LLC**, doing business as **Ubu's Restaurant**, located at **77 Free Street in Portland**, to formally notify you that we are preparing and submitting applications for municipal approval of a **Class A Restaurant liquor license** for on-premises service of beer, wine, and spirits.

Ubu's Restaurant will operate as a full-service restaurant, offering food service during all hours of alcohol service, and will permit entry by individuals under the age of 21 at all times in accordance with State and City requirements. The establishment is intended to contribute positively to Portland's downtown dining and nightlife community while operating in full compliance with all applicable laws, ordinances, and regulations.

We have submitted our liquor license application to the **State of Maine Bureau of Alcoholic Beverages and Lottery Operations (BABLO)** and have paid all required State fees. We are concurrently completing all required City of Portland licensing applications, supporting documentation, and inspections.

We respectfully request the City Council's consideration and approval of our application and look forward to working closely with City staff throughout the review process. Please do not hesitate to contact us if additional information is required.

Thank you for your time and consideration.

Respectfully submitted,

Frank Berenyi
Managing Member
Portland Nightlife LLC
d/b/a Ubu's Restaurant
77 Free Street
Portland, ME 04101
Phone: 207-441-5971
Email: fberenyi@hotmail.com

After an application has been approved by City Council:

- Applicants will receive an invoice for the remaining balance of the legal advertisement.
- Proceed with arranging for final inspections as the establishment is ready.
- Once the Business Licensing Office has received all approvals from the required departments, the office will approve the state license and issue the municipal license.

All applicants must pay the following feel for the application to be submitted for council approval:
Application fee: $45
Liquor Class Fee: (see next page for amounts)
Health Inspection Fee: $150
Background check: $21/person
Additional fees such as Outdoor Dining and Entertainment will be listed in the Application

Liquor Classification of Establishment	Class I (Class A Restaurant) $1,873.00
Maine B.E.L.L.S. File/Tracking Number	~~159~~432 97803
Date of Submission of Maine B.E.L.L.S. application:	~~12/18/2025~~ May 4 2026
Name of Establishment (Doing Business As)	Portland Nightlife LLC
Physical Location of Establishment (Street Address)	~~77 Free Street~~ 564 Congress St. Portland Me
What is the business' ownership structure?	Corporation/LLC/Non-Profit Organization
Name of Corporation, LLC, or Non-Profit Organization	Portland Nightlife LLC d/b/a UBU's Restaurant
Business Mailing Address	126 Main Street
City	Winthrop
State	ME
ZIP	04364
Business Phone	2078122074
Establishment Email	Harvestconsultingmaine@gmail.com
Contact Person Name	Edward R DuGay
Contact Person Phone	2078122074
Contact Person Email	harvestconsultingmaine@gmail.com
What is your targeted opening date?	02/02/2026

Please list names, residence addresses, and birthdates of **ALL** owners and partners. If for a corporation please include all officers and or persons to satisfy 28-A M.R.S. §651. Click green plus button to add persons.

Owners, Partners, and Officers

i. **Name**

Frank Berenyi

Street Address of Primary Residence

126 Main Street

City

Winthrop

State

ME

ZIP

04364

Birth Date

06/17/1970

Corporation/LLC Name	Portland Nightlife, LLC
Corporate Mailing Address	126 Main Street
City	Winthrop
State	ME
ZIP	04364
Primary Contact Person	Edward R DuGay
Contact Phone	2078122074
Is any principal officer under the age of 21?	NO
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	NO

Please list names, addresses, and contact information for on-site managers.

On-Site Managers

i. **Name**

Frank Berenyi

Date of Birth

06/17/1970

Phone

2075024044

Email

fberenyi@hotmail.com

Owner of Premises (Landlord) Name	Michael D. Kaplan
Address of Premises Owner (Landlord)	49 Ocean Avenue
City	Portland
State	ME
ZIP	04103-5722
Owner of Premises (Landlord) Phone	Kaplan 504 LLC
Owner of Premises (Landlord) Email	kaplancompany@msn.com
Type of Food Served:	Full-service restaurant offering prepared meals including appetizers, entrées, and sides. Food service available during all hours of alcohol service.
Please select all that will be served:	• Beer • Wine • Liquor
Days and Hours of Operation:	Sunday–Saturday: 11:00 AM – 1:00 AM
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	NO
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	YES
Will you permit dancing after 1:00 a.m.?	NO
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	NO
Will you have any pool tables or amusement devices (pinball, video games, juke box)?	NO

Does the Issuance of this license directly or indirectly benefit any City employee(s)?	NO
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	NO

Application for Entertainment License

In the City of Portland Maine, an Entertainment License is required for events to which the public is invited or allowed to watch, listen to, or participate in; or is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing patrons or guests, including, but not limited to any of the following:

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

6.8.14 Entertainment businesses in the B-3 and WCZ zones

A. In the B-3 and WCZ zones, a business with an entertainment license as required or authorized by Chapter 4, Section 4-51(a) of the City of Portland Code of Ordinance shall be considered an entertainment business for the purposes of this section, and may not be located within 100 feet of another entertainment business, as measured along or across public ways from the main entrance or entrances of each. This dispersal requirement shall not apply to entertainment businesses that do not allow amplified entertainment.

Additional License Fees

Indoor Entertainment: $500
Outdoor Entertainment: $700
Combined Entertainment: $800
$150 Sound Mitigation Fee is due upon application in addition to the license fee.

Please select the type of Entertainment License being applied for:	Indoor Entertainment ($500)
Contact Person responsible for Entertainment:	Frank Berenyi
Contact Person Phone Number	2075090808
Contact Person Email	fbereny@hotmail.com
Describe in detail the type and nature of the business and proposed entertainment:	Ubu's Restaurant will operate as a full-service restaurant offering prepared meals, including appetizers and entrées, with food service available during all hours of alcohol service. The establishment will serve beer, wine, and spirits for on-premises consumption pursuant to a Class A Restaurant license. The primary nature of the business is food service, dining, and hospitality. Any entertainment offered will be incidental to restaurant operations and limited to low-volume background or recorded music intended to complement dining and social interaction.

A Sound Mitigation Plan prepared and certified by a professional sound engineer is required for all Entertainment Licenses. The sound mitigation plan shall include, at a minimum:

1. Speaker location and direction;

2. Sound system details and controls;
3. Stage and site layout and direction;
4. Any proposed noise cancelling or mitigating measures; and
5. Anticipated sound readings at: 1. The proposed source of the sound, 2. A location eight feet (8') from the means of egress located nearest to the noise source and/or eight feet (8') from any outer wall of the premises (for indoor entertainment), 3. Each property line of the premises (for outdoor entertainment), and 4. The closest residence.

The sound mitigation plan shall require an onsite monitor when the number of attendees at an entertainment event is expected to exceed, or does exceed, 250. The on-site monitor shall be equipped with a dedicated sound pressure level (SPL) meter, and shall be available to respond to any inquiry of a City official during the time that the entertainment is being conducted.

Sound Mitigation Plan

UBUsoundmitigationplan.pdf

Please include the following:

- Letter of intent addressed to the Mayor and Members of the City Council
- Floorplan/Layout of the premises
- Menu
- Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

Letter of intent addressed to the Mayor and Members of the City Council

Ubus_Letter_of_Intent_With_Logo.pdf

Floorplan/Layout of the premises

2025 Ubu's Club BASEMENT Floor Plan.pdf

2025 Ubu's Pub 1st floor Floor Plan.pdf

Menu

Ubus_Restaurant_Menu_Styled.pdf

Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

Frankleaseportland (1).pdf

Signature Agreement

I 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.

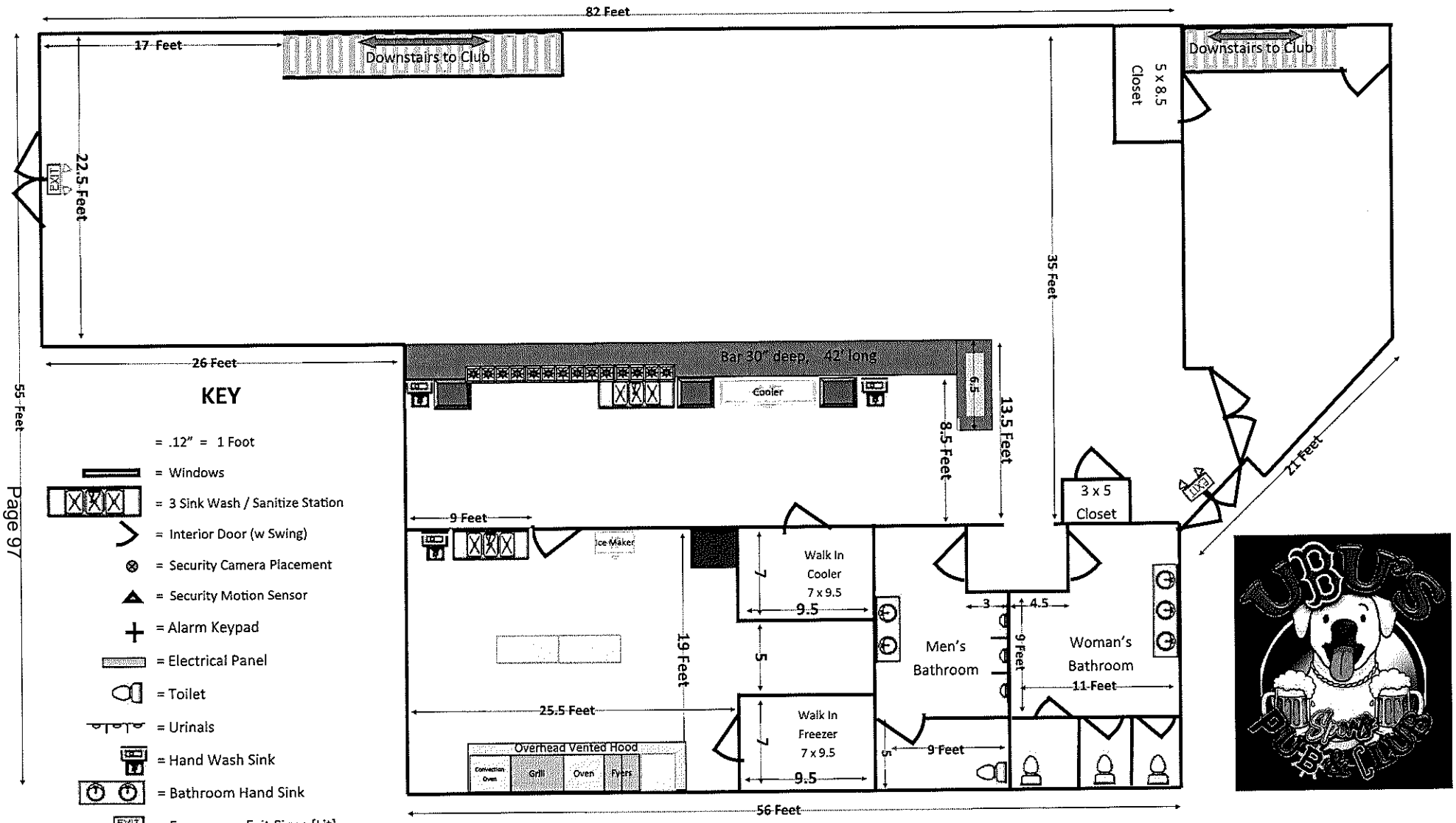
It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive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

Signature	
Name of Signatory	Frank G. Berenyl
Title of Signatory	Owner
Date	12/22/2026

Thank you for providing this information. After clicking 'Submit' your application will be processed by staff as soon as possible. You will receive an invoice of fees due by email or postal service. All fees must be paid before the application is considered complete.

You will be updated by our staff, if necessary, as your submission is processed.

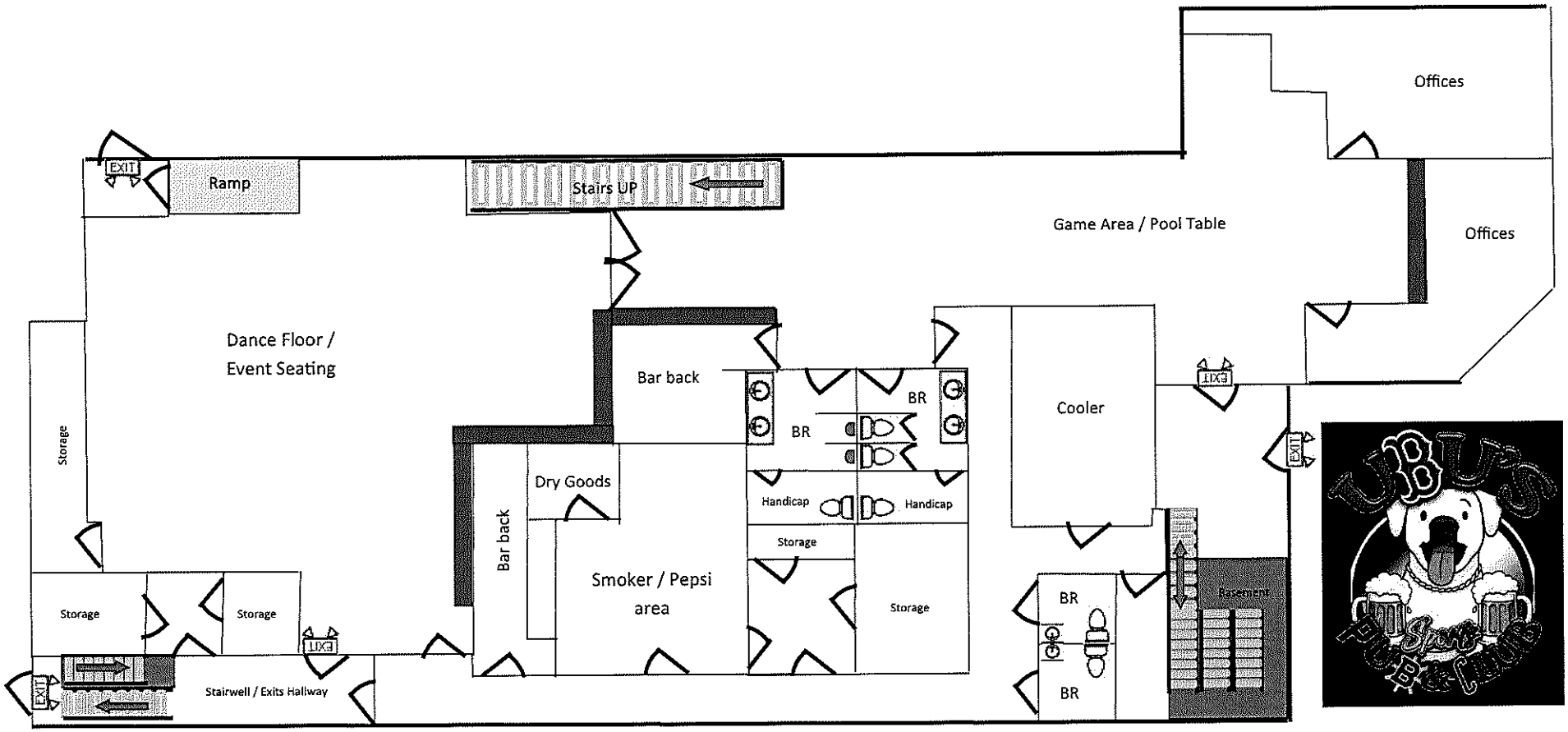
Have a great day!



Ubu's Pub & Club

Pub [First Floor] Floor Plan

77 Free St, Portland, ME 04101



Ubu's Pub & Club

Club [Basement] Floor Plan

77 Free St, Portland, ME 04101

KEY

= .12" = 1 Foot

= Windows

= 3 Sink Wash / Sanitize Station

= Interior Door (w Swing)

= Security Camera Placement

= Security Motion Sensor

= Alarm Keypad

= Bar / Counter Top

= Toilet

= Urinals

= Hand Wash Sink

= Bathroom Hand Sink

= Emergency Exit Signs [Lit]

Ubu's Restaurant – Basic Menu Draft

Starters / Appetizers

- Chicken Wings (Buffalo, BBQ, Garlic Parmesan)
- Mozzarella Sticks
- Onion Rings
- Loaded Nachos
- Fried Pickles
- French Fries / Seasoned Fries

Salads

- House Garden Salad
- Caesar Salad
- Grilled Chicken Caesar Salad

Sandwiches & Burgers

- Classic Cheeseburger with Fries
- Bacon BBQ Burger
- Crispy Chicken Sandwich
- Grilled Chicken Sandwich
- Steak & Cheese Sub
- BLT with Fries

Entrées

- Chicken Tenders Basket
- Fish & Chips
- Steak Tips with Fries or Mashed Potatoes
- Pasta Alfredo (add chicken optional)
- Meatloaf Dinner with mashed potatoes and vegetables

Pizza / Flatbreads

- Cheese Pizza
- Pepperoni Pizza

- Meat Lovers Flatbread
- Veggie Flatbread

Sides

- Coleslaw
- Mashed Potatoes
- Side Salad
- Mac & Cheese
- Vegetable of the Day

Desserts

- Cheesecake
- Brownie Sundae
- Ice Cream

Beverages

- Soft Drinks
- Coffee / Tea
- Mocktails
- Beer, Wine & Spirits (pending license)

Daily Features

- Wing Night Specials
- Burger & Beer Combo
- Game Day Platters
- Soup of the Day

PLATZ ASSOCIATES
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Construction Managers
www.platzassociates.com

Two Great Falls Plaza
Auburn, Maine 04210
tel (207) 784 2941
fax (207) 784 3856

James A. Platz, P.E.
Thomas H. Platz, AIA

April 30, 2026

Mr. Frank Berenyi
68 College Avenue
Waterville, Maine 04901
207-509-0583
fberenyi@hotmail.com

Re: Sound Mitigation Information: Ubu's Restaurant & Nightclub- Portland, Maine

Dear Frank,

The general goal of this memorandum is to describe the existing conditions of the Ubu's nightclub entertainment space relative to sound emitting and sound control elements and to profile the anticipated sound levels in compliance with applicable City, State and Federal building codes and standards, and to support an occupancy permit for the restaurant with the City of Portland.

The following existing conditions and sound mitigation information is based on the construction documents for the original Bingas Stadium restaurant prepared by DayMatero Studio (dated 06/11/2009), the sound mitigation memorandum prepared by a sound technician for James W. Duhamel of the former Free Street restaurant (dated 10/01/2021), and a site visit of the premises ahead of the submission for Ubu's Restaurant & Nightclub on March 3, 2025.

Building History

Ubu's Restaurant & Nightclub is located in the space formerly occupied by Free Street and Bingas Stadium at 504 Congress Street, with an entrance to Free Street and exits to both Free Street and Brown Street. Before these previous tenants, the space was occupied by Port City Music Hall, and as a concert venue the space was treated with acoustic foam, which will remain as-is within the space. The other half of the building, with entrances on Congress Street, is occupied by Arcadia, a bar and arcade, and Material Objects, a clothing store.

Existing Conditions

The nightclub portion of the space is located downstairs in the basement, with three sets of stairs that egress separately to Free Street and Brown Street. The enclosure of the basement nightclub space includes the 8" thick concrete walls and there are no adjacent tenant spaces. Separation to the street exits includes two drywall partitions providing STC-35 resistance; a 1-hour fire-rated separation wall, and a gypsum wallboard airlock partition. Due to the location in the basement, the lack of neighboring tenant spaces with adjacency to Brown and Free Streets, and the

protections provided for sound and vibrational frequency, there is not a concerning level of noise that escapes the space during concert events. Plans for both the nightclub and restaurant levels are provided in Exhibit A.

Sound Equipment

The nightclub portion of the space has sound equipment that was installed during the recent Free Street renovations, including; two (2) PA speakers, two (2) subwoofers, and a sound mixing panel. Cutsheets for the sound equipment that is proposed to remain are provided in Exhibit B.

Sound Absorptive Materials

The nightclub portion of the space has been treated with sound absorptive foam, along with the addition of Class A fire-rated curtains and acoustic sound-absorptive panels on approximately 50% of the wall surface area to reduce sound reflections, including reverb and sound echo, to improve the overall sound quality in the space and mitigate off-site transmission. The sound absorptive panels cutsheet is provided in Exhibit C.

Anticipated Sound Levels

The Sound Technician for Free Street measured a live band performance at the venue (from the front of the stage) and measured the peak levels between 90-110 decibels. The sound level was measured at Free Street (from in front of the entrance) during the same period and recorded at 40-60 decibels, which is comparable to the sound of normal conversation or a refrigerator hum. For comparison, sound levels were measured outside the building entrance on Free Street when no performance was occurring and they were at the same 40-60 decibels, providing no noticeable difference in ambient sound levels and those during concert performances.

The anticipated sound levels outside of the venue during concert events is not expected to exceed the normal ambient sound levels of 40-60 decibels for downtown Portland.

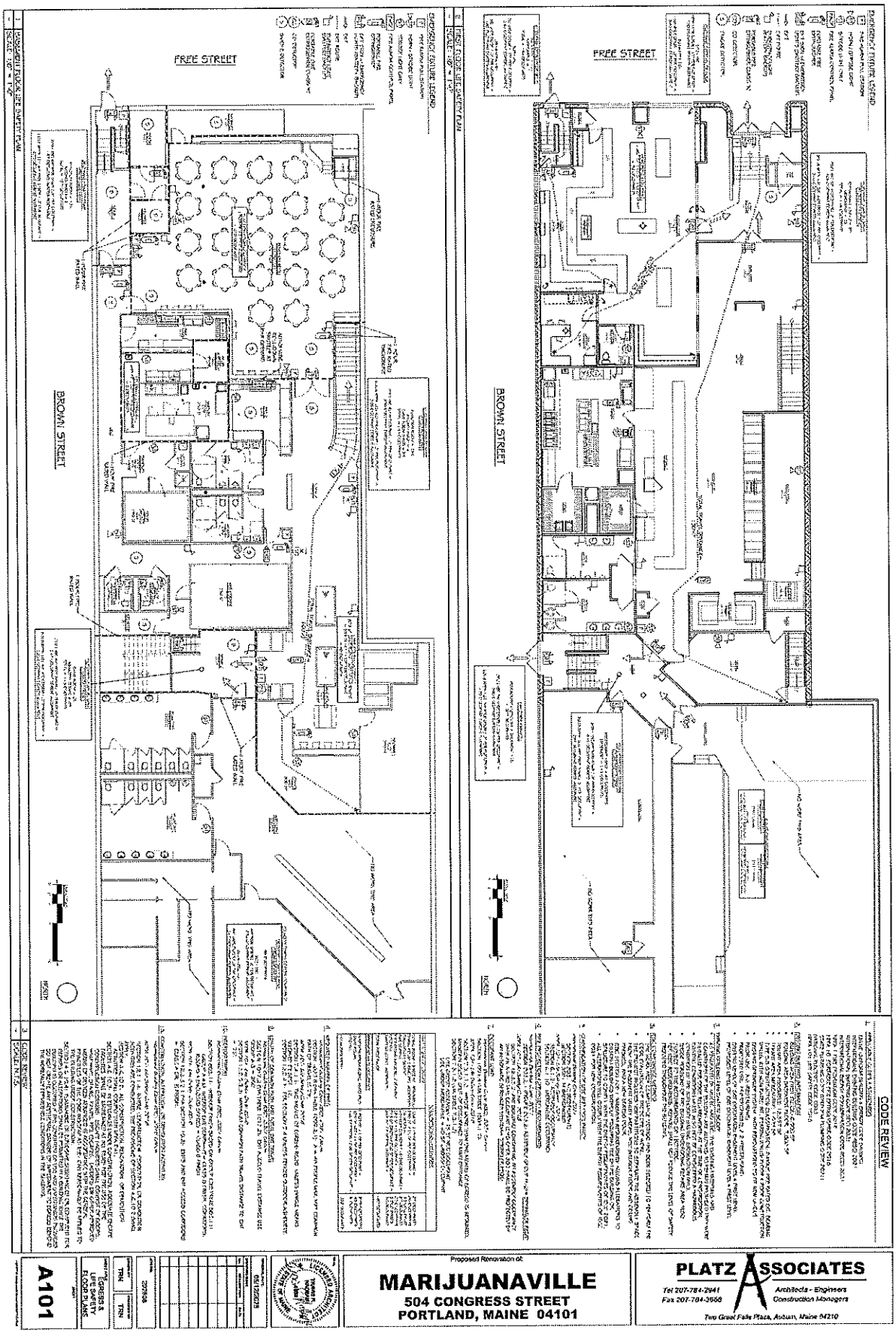
I hope this is helpful information and I am happy to answer questions about it. Please don't hesitate to call with any questions or comments.

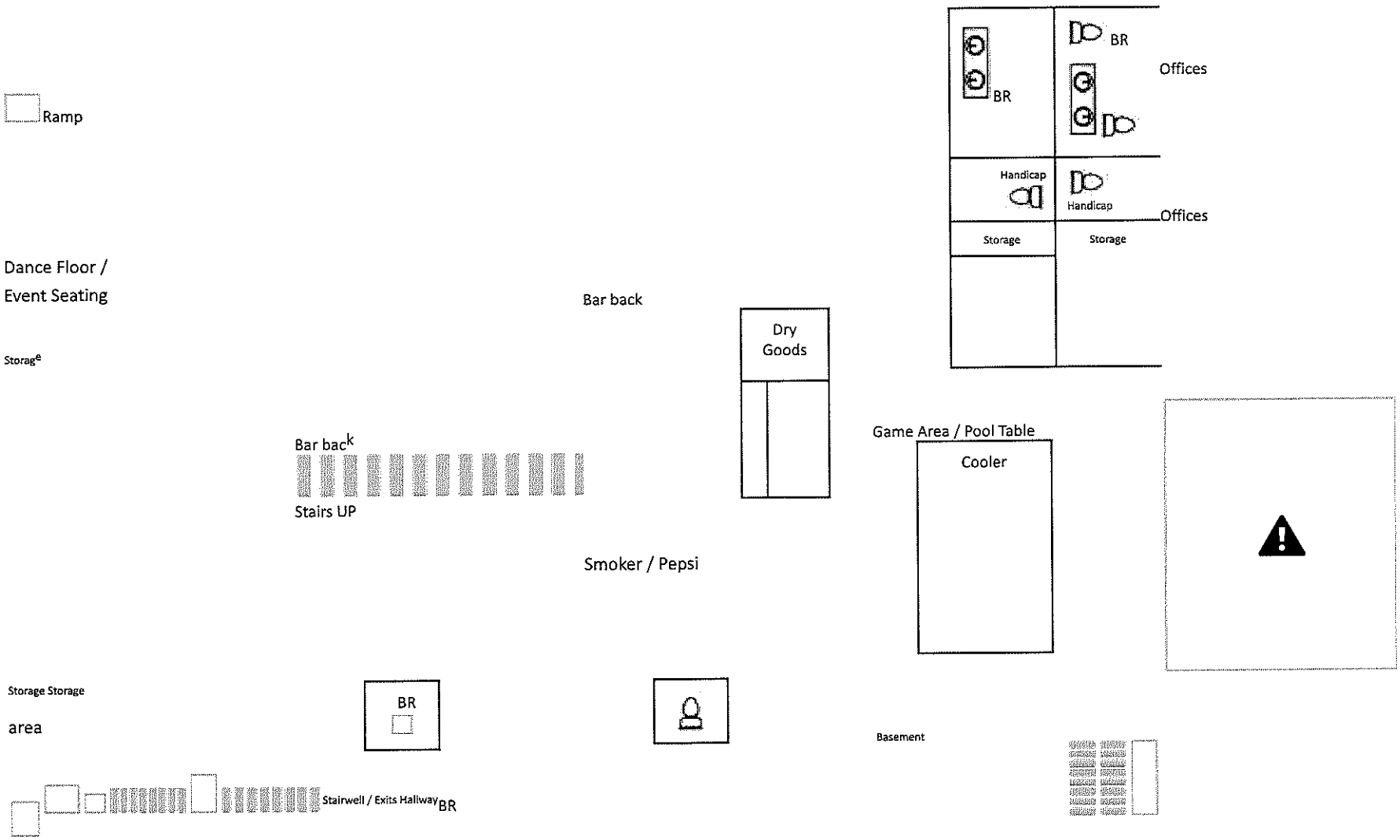
Sincerely,

Travis Nadeau, AIA, LEED AP BD+C
Maine Licensed Architect

Enclosures:
Exhibit A- Permit Drawings for Ubu's Restaurant & Nightclub
Exhibit B- Sound Equipment Cutsheets
Exhibit C- Sound Absorptive Material Cutsheets

EXHIBIT A


FREE STREET
BROWN STREET
FREE STREET
BROWN STREET
CODE REVIEW
Proposed Renovation of:
MARIJUANAVILLE
504 CONGRESS STREET
PORTLAND, MAINE 04101
PLATZ ASSOCIATES
Architects - Engineers
Construction Managers
Two Great Falls Plaza, Auburn, Maine 04210
Tel 207-784-2941
Fax 207-784-3566
A101


Ramp
Dance Floor /
Event Seating
Storage
Bar back
Dry
Goods
BR
BR
Offices
Handicap
Handicap
Offices
Storage
Storage
Bar back
Stairs UP
Smoker / Pepsi
Game Area / Pool Table
Cooler
Storage Storage
area
BR
Stairwell / Exits Hallway
BR
Basement

KEY

= Bar / Counter Top

= .12" = 1 Foot

Ubu's Pub & Club

Club [Basement] Floor Plan 77 Free St, Portland, ME 04101

= Windows

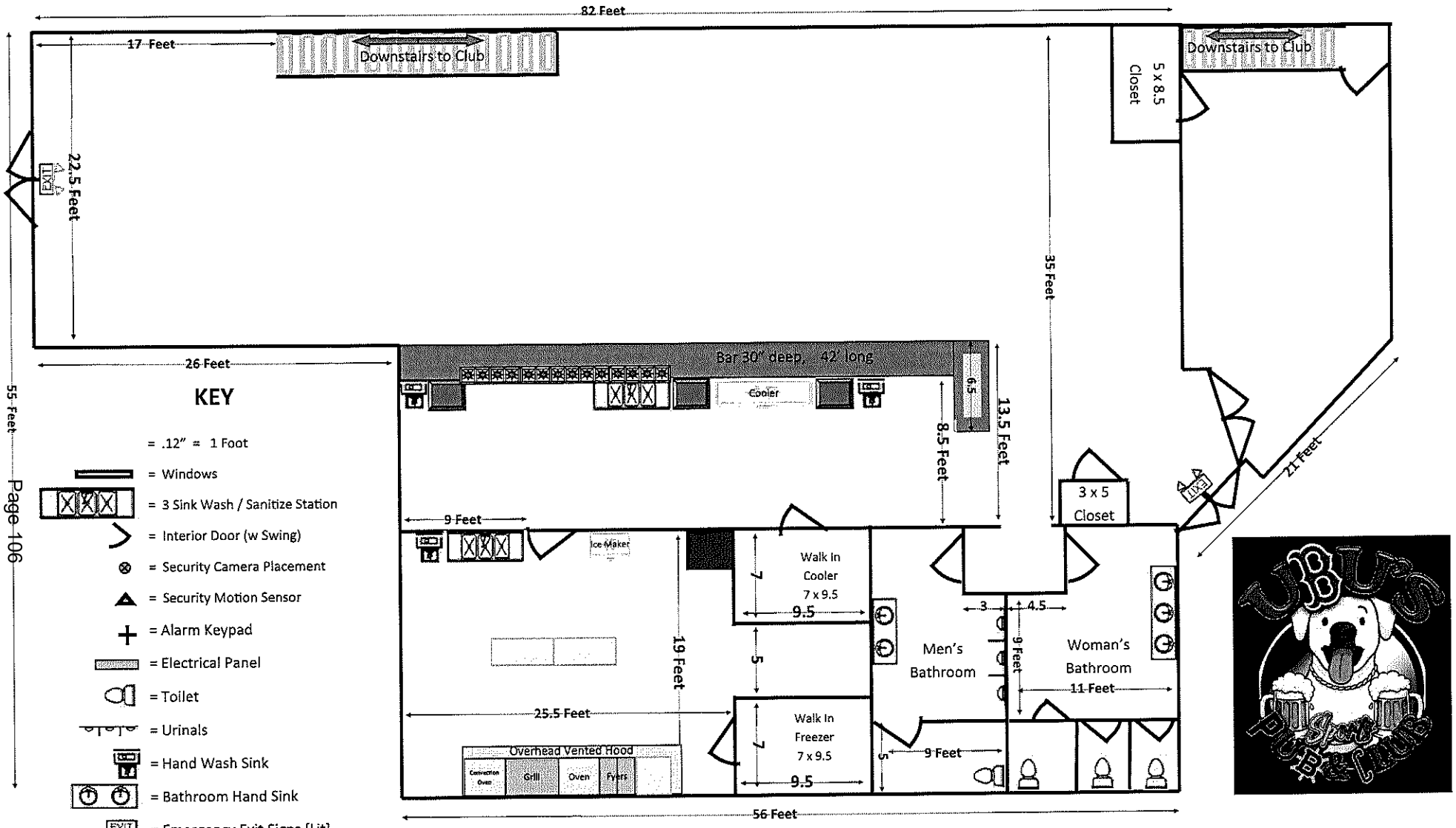
= 3 Sink Wash / Sanitize Station = Interior Door (w Swing)

= Security Camera Placement = Security Motion Sensor = Alarm Keypad

= Toilet

= Urinals

= Hand Wash Sink = Bathroom Hand Sink = Emergency Exit Signs [Lit]



KEY

- = .12" = 1 Foot
- = Windows
- = 3 Sink Wash / Sanitize Station
- = Interior Door (w Swing)
- = Security Camera Placement
- = Security Motion Sensor
- = Alarm Keypad
- = Electrical Panel
- = Toilet
- = Urinals
- = Hand Wash Sink
- = Bathroom Hand Sink
- = Emergency Exit Signs [Lit]
- = Cooler
- = Stainless Prep Table
- = Dumb Waiter
- = Bar / Ice Well
- = Taps

Ubu's Pub & Club

Pub [First Floor] Floor Plan

77 Free St, Portland, ME 04101

Ubus_504 Congress_Class I FSE

Robert Miller <robertjm@portlandmaine.gov> Tue, May 12, 2026 at 6:50 PM
To: Zachary Lenhert <zlenhert@portlandmaine.gov>
Cc: Zachary Finley <zackf@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, "McGary, Glen" <glen.mcgary@maine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>

Looks good -PD
[Quoted text hidden]

Ubus_504 Congress_Class I FSE

Zoning <zoning@portlandmaine.gov> Wed, May 13, 2026 at 9:07 AM
To: Zoning <zoning@portlandmaine.gov>
Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>

Hello,

The legal use of 504 Congress Street is *restaurant*. No change of use necessary.

Zoning approves.

Thank you,

Will Valentine
Zoning Specialist
City of Portland

[Quoted text hidden]

City of Portland

Sound Mitigation Review

Date: 5/19/2026

Business Ubus Restaurant and Nightclub

Applicant Frank Berenyl

	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	acoustic foam and curtains	
	additional notes		
	Approved	Yes	

DIRECT ALL INQUIRIES TO:

Kevin Schneck
(207) 756-8433
kschneck@portlandmaine.gov

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

May 22, 2026

Portland Nightlife LLC
126 Main Street
Winthrop, ME 04364

Re: Portland Nightlife LLC, dba Ubu's Restaurant. Application for Class I FSE with Indoor Entertainment at 504 Congress Street

Dear Portland Nightlife LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 1, 2026 at 5:00 p.m., for the review of application for Class I FSE with Indoor Entertainment at 504 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,

Z Lenhert

Zachary J. Lenhert
Licensing and Housing Safety Manager

FRAUD ALERT: The City of Portland is aware of a scam involving emails that create fake invoices and request payment for applications, inspections, or permit fees. Please note that the City of Portland will never ask you to wire funds; do not follow any such instructions. If you receive an email you believe to be a scam, please contact bl@portlandmaine.gov.

Legal Advertisement

Notice of Public Hearing
City of Portland

A Public Hearing will be held on June 1, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Portland Nightlife LLC, dba Ubu's Restaurant. Application for Class I FSE with Indoor Entertainment at 504 Congress Street - Sponsored by Danielle P. West, City Manager

State of Maine

Bureau of Alcoholic Beverages & Lottery Operations

Application Copy

File Number: 97803 Job Type: New Application

LICENSE TYPE	APPLICATION DATE RECEIVED
On-Premises: Beer, Wine & Spirits	2026-05-04

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME	LICENSEE TYPE
Portland Night Life LLC	Limited Liability Company
DOING BUSINESS AS	CORPORATE NUMBER
Ubu's Sports Pub and Club	202512743DC
INCORPORATION DATE	

CORRESPONDENCE ADDRESS

77 Free ST Portland ME 04101

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME	PREFERRED CONTACT METHOD
Frank Berenyi	Email
CONTACT PHONE	ALTERNATE PHONE
(207) 508-0909	
FAX	EMAIL
	fberenyi@hotmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Portland Night Life, LLC	Owner	300765581	100

ADDITIONAL INFORMATION

MANAGED BY AGENT
No

PREMISES TYPE
Class A Restaurant/Lounge

PREMISES NAME
Ubu's

OPERATOR
Frank Berenyi

PHYSICAL ADDRESS
77 Free Street Portland ME 04101

MAILING ADDRESS
126 Main Street Winthrop ME 04364

CONTACT NAME
Frank Berenyi

PREFERRED CONTACT METHOD
Email

CONTACT PHONE
(207) 812-2074

ALTERNATE PHONE

FAX

EMAIL
harvestconsultingmaine@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
   202512743DC

2. What is your expected start date?

   06/25/26

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

   No

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

   No

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

   Yes
   Yes

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

   Yes

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

   No

8. Is your license application for Vessel Corporation?

   No

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

   No

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

No

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

No

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

No

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

No

14 Do you have a manager employed?

No

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

No

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

No

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

No

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

No

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

No
(document uploaded)

20 At which address are your business records located?

126 Main Street Winthrop ME 04364

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

Sunday-Saturday: 11:00 AM - 1:00 AM

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.

Based on 77 Free St, Portland, ME 04101, the nearest school is likely the Portland School of Art (MECA&D) (approx. 0.1 miles), and the nearest place of worship is First Parish in Portland (approx. 300 feet). No specific school dormitories are immediately adjacent to this commercial downtown address.

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	Ubu's Restaurant - Basic Menu Draft.pdf	Menu
Supplemental Ownership Form	UbusCharter.jpg	LLC Charter
Premises Floor Plan	2025 Ubu's Club BASEMENT Floor Plan.pdf	Basement floor plan
Premises Floor Plan	2025 Ubu's Pub 1st floor Floor Plan (1).pdf	1st floor plan
Other	Operating Agreement - Portland night life (1).pdf	Operating Agreement
Lease/Rental Agreement	Frankleaseportland (1).pdf	Lease agreement

APPLICANT

Frank Berenyi

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:

Portland Nightlife LLC, dba Ubu's Restaurant. Application for Class I FSE with Indoor Entertainment at 504 Congress Street

MEMORANDUM
City Council Agenda Item

FROM: Andrew Ranson Keyek

DATE: June 2, 2026

SUBJECT: Order 245-25/26 Amending Order 192-25/26 to Change the Date of the Water Lantern Festival from September 5, 2026 to August 15, 2026 - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle P 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 6/15/2026 **Final Action 6/15/2026**

Can action be taken at a later date: Yes Organizers need approval for planning purposes.

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

PRESENTATION: A member of the Parks, Recreation and Facilities Management team will be available to answer any questions.

I. SUMMARY

Order Declaring August 15, 2026 the Water Lantern Festival.

II. AGENDA DESCRIPTION

This item changes the date of the Water Lantern Festival to be held in Deering Oaks Park on August 15, 2026. This item was previously approved to take place on September 5, 2026.

The Water Lantern Festival is an annual ticketed for-profit event held in Deering Oaks Park to promote peace, community, hope, and connection. An estimated 2000 people are anticipated to attend this year's Water Lantern Festival. The event consists of music from the stage, food trucks, artisans, and games in the festival area. Participants decorate small, eco-friendly lanterns with personal messages honoring loved ones, setting future intentions, or simply offering a message of hope. Just after sunset, these paper lanterns are released into the pond of Deering Oaks. Lanterns will be collected from the pond by staff at the conclusion of the event.

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

III. BACKGROUND

The festival has taken place at Deering Oaks Park annually for 3 years.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The City Council will declare the Water Lantern Festival for August 15, 2026 as a festival.

V. FINANCIAL IMPACT

All expenses for City staff, permits and equipment usage will be paid by the organizer.

VI. STAFF ANALYSIS AND BACKGROUND

The Public Assembly Facilities Division has worked with the organizers of this event in the past and we are confident in their ability to host this event.

VII. RECOMMENDATION

It is recommended the order be passed.

VIII. LIST ATTACHMENTS

1. Order - Amending Water Lantern Festival Date
2. Water Lantern 2026 Event Components
3. Water Lantern Application
4. Water Lantern Council Memo
5. Water Lantern Entertainment License
6. Water Lantern Map

Prepared by:
Andrew Ranson Keyek
Date: 06/02/2026

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 AMENDING ORDER 192-25/26 TO CHANGE THE DATE OF THE WATER LANTERN FESTIVAL FROM SEPTEMBER 5, 2026 TO AUGUST 15, 2026

ORDER DECLARING ~~SEPTEMBER 5,~~ AUGUST 15, 2026 THE WATERN LANTERN FESTIVAL

ORDERED, that ~~September 5,~~ August 15, 2026 is hereby declared the Water Lantern Festival, sponsored by One World Lantern Festival, LLC; and

BE IT FURTHER ORDERED, that the Water Lantern Festival area shall be the Deering Oaks Park Bandstand and the grass areas surrounding it, the Ravine Water Play Area, the Bowling Green grass area and park roadways including Tennis Court Road, King Court, Jenny Lane and Farmers Market Road, but Deering Oaks Park will remain open and available to the public during the event; and

BE IT FURTHER ORDERED, that the Water Lantern Festival Area shall be closed to licensed street vendors as provided in §19-17 and §19-22 of the Portland City Code; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to One World Lantern Festival, LLC under §§25-26—25-28 of the Portland City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. One World Lantern Festival, LLC shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of $1,000,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. One World Lantern Festival, LLC shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival Area;

3. One World Lantern Festival, LLC shall comply with all Public Assembly Facilities Division Conditions for use of grounds, and requirements for food service, vending sales, tent and stage installations and other items specified in that permit shall be adhered to;

4. One World Lantern Festival, LLC shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the Water Lantern Festival;

5. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors and street goods vendors for the Festival to those vendors One World Lantern Festival, LLC has agreed shall participate;

6. Public Assembly Facilities Division concert license conditions shall be complied with and any and all amplified music and public announcements shall be maintained at a reasonable noise level (under 92 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level.

BE IT FURTHER ORDERED, that the City Manager is authorized to waive fees and to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.

Event Schedule

Friday, August 14th, 2026 - Deliveries
Saturday, August 15th, 2026- Set Up & Event Day

Friday, August 14th, 2026 9 AM- 12 PM

- Portable Toilets arrive (8 reg, 1 ADA, 2 hand washing stations)
- Dumpster Arrives (30 YD)

Saturday, August 15th, 2026

- 7:30 AM - I accept orders
- 8:00 AM - WLF Staff Arrives
- 9:00 AM - 1:00 PM Set up Crew Shift
- 9:00 AM - 1:00 PM - Event Set Up. 10 X 10 tents (5) go up, decorations go up, stage goes up.
- 12:30 AM - 2:30 PM - Vendor arrive & set up
- 2:30 PM - Event Crew arrives
- 4:00 PM- Gates open. Attendees start arriving, music starts playing, DJ will start making announcements
- 4:00 PM - 6:30 PM - Food, games, lantern decorating
- 6:30 PM - Testimonials
- 6:45 PM - Lantern release demonstration, and “guided meditation” activity.
- 6:45 PM - 8:00 PM - Lantern Launch
- 9:00 PM - Event ends
- 9:30 PM - 10:30 AM- Clean Up
    - Retrieve Lanterns
    - Tents taken down
    - Stage taken down
    - Trash clean up

Sunday August 16th 2026

- 7:00 AM - Final Walk through

Event Components

Sound Levels

- The sound will not reach above 100 decibels. The event will start at 5:30 PM and end at 9:30 PM, all of the sound and music will be in those few hours. There will be no noise after 9:30 PM.

Neighborhood Impacts

- The music will stay contained in the park along with all activities. There shouldn't be any neighborhood impacts. The only impact will be the participants parking near the surrounding areas.

Road Closures

- We are not requiring any road closures. We will use the street in the middle of the park for food trucks.

Security

- We will have one security guard at the event to monitor participants. Our event is very mellow but we have security there if any assistance is needed.

EMS

- We will have one Paramedic/ EMT at our event in case of emergency.

TIER III / SPECIAL EVENT
PUBLIC PARK AND SPACE

City of Portland, Public Assembly Facilities Division
212 Canco Road Suite A
Portland, Maine 04103
207-808-5434
Rusty Groh - rgroh@portlandmaine.gov

TIER III APPLICATION FEE $50.00
EXPECTED ATTENDANCE 2000+

PAYMENT MUST BE MADE WHEN SUBMITTING COMPLETED APPLICATION

(This is a transferable/non-refundable fee. If your event is permitted, the $50.00 will be credited toward your permit fee.)

For uses of city property, there are typically: 1) fees charged for use of the area, 2) a security deposit required, 3) insurance required and 4)Area Impact Study. There may be fees due and applications required from other City Departments.
PLEASE REVIEW THE SPECIAL EVENTS GUIDE FOR ADDITIONAL QUESTIONS

TODAY'S DATE	9/30/25	**ORGANIZATION NAME**	Water Lantern Festival		
ADDRESS (Street/City/State/Zip)	881 W 700 N Ste 101, Logan UT, 84321				
CONTACT NAME(S)	Sydney Head	**TITLE(S)**	Event Coordinator		
PHONE	541-419-4529	**PHONE**		**PHONE**	
EMAIL	sydney@waterlanternfestiva	**EMAIL**		**EMAIL**	

PARK AREA / PUBLIC SPACE REQUESTED	Deering Oaks Park		
EVENT DAY(S) & DATE(S)	August 15, 2026	**RAIN DAY(S) & DATE(S) (50% added fee)**	
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	8:00a-11:30p	**EVENT START & END TIME**	5:30p-9:30pm

EVENT NAME	**EVENT CLASSIFICATION** Road Race, Parade, Public Assembly, Music Festival	**EXPECTED ATTENDANCE**
Water Lantern Festival	Community Festival	2,500

AREA IMPACT STUDY: Please be as specific as possible regarding the area of public space/park that you would like to permit and please describe the event in detail using the **AREA IMPACT STUDY(AIS) CHECKLIST**

AIS CHECKLIST	**COMPLETED**
1. Description of event. Brief description of event and event history so that all departments may better understand your event request. (Downloadable format)	
2. Permits. Include all applicable permits from all pertinent city departments.(Fire,Police,City clerk…)	
3. Detailed site plans. Include maps of venue, parade and course routes, parking/shuttle plans, evacuation plans… (Downloadable format)	
4. Event components. Event time frame, sound levels, neighborhood impacts, road closures, security/police, EMS services. (Downloadable format)	

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	**Please check:** X **FEE** _____ **PLEDGES**	
IF YES FOR FEES, HOW MUCH?	**FEE**	$ $30 for General Admission
	STUDENT FEE	$

PLEASE CHECK OFF AND ANSWER:

	Fees for Police, Fire/EMS or Parking Control Staff will be invoiced by those individual departments & should be paid to them directly.			
		X-YES	**X-NO**	**AIS**
*	Are you setting up a **canopy(s)?** (10'x10' size or smaller) **How many?**	X		
*	Do you wish to set up a **tent(s)** and/or **stage(s)?** A canopy/tent or stage larger than 10'x10' needs a Temporary Tent or Stage Permit issued by Building Inspections. For permit application, please go to: https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8 or contact the Permitting and Inspections Department at buildinginspections@portlandmaine.gov or 207-874-8703 for more information. PLEASE apply at least 2-weeks before your event. **Tent/Stage Size(s):** **Exact Location(s) of Tent/Stage Placement Requested:** *** In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233. ***	X		Permit Required Include on Site Plan
*	Will you be setting up **tables and/or chairs?** How many tables**:** chairs**:**	X		Include on Site Plan
*	Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List**:**		X	Include on Site Plan
*	Will there be **refreshments** at the event**?** Do you wish to **sell food?** If so, you will need approval from PAFD and possibly a Temporary Food Service License from the Business Licensing Office. PLEASE provide them at least 2 weeks advance notice (207-874-8557). **List food and drink / Food Trucks, etc.:** PLEASE NOTE: A Temporary Food Service License is NOT needed when: 1. Food Vendors have a current City of Portland Food License 2. Just pre-packaged refreshments, or food & drink items are purchased or donated from a licensed establishment 3. Bottled water / water is served A TFSL is needed when food vendors are not licensed or when food is being prepared and cooked at the event.	X		License Required Include on Site Plan
*	Do you wish to sell **non-food items** (like T-shirts, crafts, cd's, etc.)**?** If so, please apply for a Street Goods Vendor License(s) at the Business Licensing Office (207-874-8557) – 2 week notice. **List items you wish to sell:** T-Shirts, Sweatshirts, glow sticks, flower crowns	X		License Required Include on Site Plan
*	Do you wish to sell or provide **Alcohol? If yes**, you must complete the application for a Liquor License specific to your event through the State of Maine and submit the application to the City of Portland Business office first. Application will need City of Portland's approval prior to going to the State. Questions?please contact the Division of Liquor Licensing and Enforcement at (207) 624-7220/email- MaineLiquor@maine.gov.			License Required N/A
*	Are you setting up a **PA (sound) system?** Are you planning on having **Amplified Music? Band? DJ? Boom Box?** If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.		X	License Required Include on Site Plan & Event Components
*	Will your event require **electricity**? Electricity is available at Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park, and Lincoln Park. A $45 activation fee is required.		X	
*	Are you planning on bringing a **Grill for a Barbecue**? Grilling is subject to weather conditions and possibly Fire Dept. review.		X	
*	Will the event require **reserved parking spaces / parking meters**? How many**?** "No Parking" signs may be purchased at the PAFD Office, 212 Canco Rd.		X	
*	Will your event need **safety vests, signs, barricades and/or cones**? **Please list what you would like to borrow/rent:** Limited safety vests, cones & barricades may be borrowed/rented from PAFD Office. Traffic signs may be borrowed/rented from Public Works if needed (207-874-8493).		X	
*	Will your event require **street closures**? Will your event affect **METRO BUS ROUTES**? (Please be specific under "Description of Event")		X	Include on Event Components
*	Will your event require **Police** assistance? An event such as a road race, march or parade in the street, would typically require police assistance. To reserve & hire an Officer(s) to be on site at your event, please visit: https://odm.officertrak.com/Portland-PD-ME/auth/signin		X	Required
*	Will your event require **Fire/EMS** assistance? (For a large walk/race, it may be required.)		x	

	To hire or inquire about hiring city Fire/EMS staff to be on site, please email fireprevention@portlandmaine.gov well in advance of the event. For general questions, you may also call 207-874-8400.			Required
*	Will your event require **Parking Control** assistance? To hire a Parking Control Officer(s) to be on site at your event, please call 207-874-8910 well in advance to arrange.		X	
*	Will your event require **portable-restroom** rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a $25 fee is assessed for events where attendance is 150 or more.) Porta-restrooms may be rented from any of the local companies. Units currently on site are through Associated Septic. **1 unit/50 people when serving alcohol 1 unit/75 people with no alcohol**	X		Include on Site Plan
*	Will your event require waste management and recycling? What is the waste management plan?	X		Include on Site Plan & Event Components
	For events where more than two thousand (2,000) individuals anticipated to gather or participate in the event or activity in the park, the **permittee shall provide a bond in the form of cash, certified check or surety bond from a surety company qualified to do business in the State of Maine in an amount of not less than two thousand dollars ($2,000.00). Such a bond shall be utilized to guarantee cleanup of the area and shall be applied against claims by the city for excessive damage to real or personal property in the park.**	X		Required

INSURANCE CERTIFICATE INFORMATION				
*	Will your event require liability insurance? (Commercial liability insurance is required for a walkathon, race, festival, press conference, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)	X		Required

♦ If you answered YES, you shall procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than Four Hundred Thousand Dollars ($400,000.00) per occurrence for bodily injury, death and property damage. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement, for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. The terms of this permit and the insurance coverage 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. You shall also be responsible for any and all deductibles and/or self-insured retentions.

♦ Both the **Certificate of Insurance** and **Additional Insured Endorsement** shall be sent to rgroh@portlandmaine.gov and must state that the policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).

PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES

EVENT REVIEW

The PAFD Office holds a monthly meeting where proposed events are discussed and reviewed by City Departments. For some events, organizers will be asked to present before the committee. Some potential factors may necessitate your event receive City Council approval.

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements. If a generator is used, please take all necessary measures to ensure safe operation. Bring a fire extinguisher, set generator up away from activities (and combustibles), store fuel source away from the generator and keep children away from the generator.

BARBECUES - GAS GRILLS ONLY

Only GAS GRILLS are allowed in parks/public spaces – i.e. No Charcoal Grills or open burning. Barbecuing must first be approved by PAFD Office and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from children's activities. You are required to have a fire extinguisher with in the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where refreshments are being served. Some of Portland's parks already have portable restrooms from Associate Septic on site (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannaford's, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – Playground + Ravine, *East End Beach - Winter & Early Spring: Just EEB.) If over 150 people are expected to attend the event, a $25 user fee is required (paid to PAFD). If extra units are rented by the organizer, then no additional user fee is assessed. Porta-restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Associated Septic / Royal Flush, 207-799-1980, M-F) to request and pay for a cleaning. If renting units, the organizer has the option of renting from Associated Septic / Royal Flush, or from other local companies.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash.

Do not use existing trash barrels or the metal liners inside. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event; if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

MARKING OF GROUNDS

Please DO NOT mark city property in any permanent way.
DO NOT use SPRAY PAINT or SPRAY CHALK. DO NOT STAPLE or NAIL anything to trees.
Children's Art Chalk can be used on hardscape areas with permission from PAFD Office. Tape may also be used.
If markings remain for more than a few rain storms, event organizers are responsible for removing them.
If city staff or contractors need to remove the markings, event organizers are responsible for the cost of staff time and materials.
You may also place signs on stakes in the grass areas bordering trails/race routes (when applicable).
Please remove all signage immediately following the event.

USE OF CANDLES

It is preferred that LED lighted candles or glow sticks are used. If flammable candles are used this may need to be approved by the Portland Fire Department. Please make sure all candles have drip protectors to prevent wax from dripping on hardscape surfaces, which may cause permanent stains/damage. Please make sure all candles are extinguished before being thrown away. Please collect all spent candles so there is no trash left behind. Please take safety precautions: bring a fire extinguisher, gallon of water, etc. in case of fire. **Any damage** (dripped wax absorbed into hardscape causing stains, etc.) **will result in a forfeiture of your security deposit.**

ADA COMPLIANCE

Event organizer must comply with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act (MHRA), including maintaining the permitted use area and all public rights-of-way accessible during the entirety of the permitted event. In the event the permitted area is rendered inaccessible to disabled persons, and/or by request of PAFD staff, the organizer shall act immediately to provide accessibility. All requests to provide interpretive services shall be the responsibility of the organizer to provide and pay for such services. The organizer shall defend, indemnify, and hold the City harmless from any and all liability and damages resulting from alleged violations of the ADA and/or MHRA.

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Vehicles are prohibited from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). $20 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas will result in a forfeiture of your security deposit.**

RESERVED PARKING

To reserve parking for your event, please contact the PAFD Office (808-5400 x0). Staff will review your request and can issue you "No Parking" signs ($25 each*). You will need to label signs and tape them to meters or signposts AT LEAST 24 HOURS PRIOR TO YOUR EVENT. (NOTE: If event is on a Sunday or Monday, NP Signs may need to be posted on the preceding Friday by Noon.) Please do not cover up coin slots on meters. If the reserved parking area has no actual parking meters, you may need to tape signs to sign posts, utility poles, trees, or orange cones (placed on the sidewalk beside the street). Please make sure signs are removed once the event is complete.

FIREWORKS

Organizers wishing to have fireworks as part of their event must contact the Portland Fire Department directly. Permits will need to be obtained through the Portland Fire Department, the State of Maine and possibly through the US Coast Guard.

ALCOHOL / SMOKE-FREE ZONES

By city ordinance, smoking a cigar, cigarette, pipe, marijuana, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Consumption of alcohol is prohibited in public spaces unless specifically approved by City Council. Please inform all participants / attendees.

AMPLIFIED SOUND POLICY

Outdoor events with amplified sound may require an Entertainment License from the PAFD Office.
If the Police Dept./City Staff receive noise complaints, they will respond accordingly.
Please set the PA System up with speakers facing away from businesses/residences to lessen impact.
Please keep volume levels low out of consideration for nearby residents and businesses.
The Permittee (organizer) shall not allow the sound emanating from the event to exceed an A-weighted 85 decibels / C-weighted 95 decibels. One verbal warning shall be issued if the sound has been found to have exceeded those limits. The warning may be given to the sound board operator or the organizer/organizer's designee. If the decibel limit is found to have been exceeded a second time during the same event, the entertainment license (or permission to use a bullhorn/PA system) shall be immediately suspended, the PA system / amplification / bullhorn turned off, and the sound security deposit forfeited.

CANCELATION POLICY

Events must be canceled with PAFD prior to the event date in order to be eligible for a refund.
If canceled within 2 weeks of the scheduled event date, a $75 cancellation fee may be charged.

NOTIFICATION

Please keep a copy of your event permit on site at all times. City staff may require proof of permit.
If there are members of the public in the reserved space upon arrival, please present the permit as proof of reservation & approved usage. If you need assistance, please contact the Police Department at (207) 874-8574..
You may put up temporary A-frame signs to alert the public to your event or place signage on orange cones, etc. Signs are to be up DAY OF EVENT ONLY. Please remove all signage immediately following the event.
Please call Portland Police Dept. (874-8574) on the day of your event to remind them it is taking place.

Please notify any nearby neighborhoods, businesses, including restaurants that may have tables out for dining, to alert them to your event.

STREET CLOSURE NOTIFICATION

Should an event involve a Street Closure, lasting longer than an hour, PAFD Office requires organizers to give advanced notification to area businesses, residents and bus companies (in the form of a "Street Closure Sign Off Sheet"). If an event impacts METRO Buses, the organizer (in advance) must discuss detour plans with Parks Rec and Facilities..

REVOCABLE PERMIT

The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
The City reserves the unconditional right to revoke or revise an issued permit.
Police or City Staff on site may use their discretion to revise conditions of use.

HANDBILLS

No person shall post or otherwise attach any handbill, circular, or paper sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamppost, hydrant, tree, shrub, tree stake or guard, trash receptacle, railroad trestle, utility pole or wire appurtenance, or any light pole, public bridge, drinking fountain, street sign or traffic sign, or upon any other object lawfully located in the street right-of-way per City of Portland Code of Ordinances, Chapter 17, Sec. 17-3.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	SH	DATE	9/30/25

ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form (should permission be granted to use city property), the above parties agree to indemnify, defend, and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	SH	DATE	9/30/25

PLEASE INITIAL & DATE HIGH-LIGHTED YELLOW BOXES ABOVE.

PLEASE RETURN FORM AT LEAST 60 DAYS IN ADVANCE TO:

♦ Public Assembly Facilities Div. ~ 212 Canco Rd. ~ Portland ~ ME ~ 04103 **EMAIL PREFERRED:** rgroh@portlandmaine.gov

FEE SCHEDULE – UPDATED April 2025

Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.

Simple Event (no registration fee): $75/hour	Electricity (activation/deactivation) Fee: $45/flat
Event with registration or pledges & attendance 25 - 300: $150/hr.	Porta Restroom User Fee (if attendance is 150+): $75
Event with registration or pledges & attendance 301+: $250/hr.	Entertainment License: $50
Film/Photo Shoot: $150/day	Barricades: $5/ea. Rental Fee + $25/ea. Security Deposit
Public Space/Park Security Deposit: $100 - $1000	Bike Racks: $10/ea. Rental Fee + $25/ea. Security Deposit
Sound Security Deposit: $100 - $1,000	Flashing Lights: $10/ea. Rental Fee + $40/ea. Security Deposit
Impact/Street Closure Fee (variable based on impact): $100-$500	Cones: $2/ea. Rental Fee + $15/ea. Security Deposit
Staff Fee: Event Manager - $45/hr Event Staff - $23-$28/hr	Safety Vests: $15/ea. Security Deposit
Administrative Fee (event coordination support): $40/hr. (or more)	Keys: $50/ea. Security Deposit
"No Parking" Signs: $35.00/ea.	Equipment Delivery Fee: $100 each way (or more)
Event Cancelation Fee: $75	Fortification Fee: TBD

TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (Please make all security deposit checks out separately)

Permit Fee for use of area: Number of Hours of Use: **Approx.**	$	Entertainment License Fee:	$
		Equipment Rental Fee:	$
Staff Fee (on site event support):	$	Public Space / Park / Sound Security Deposit:	$
Admin. Fee (event coordination support):	$	Borrowed / Rented Equipment Deposit:	$
Electricity Fee (activation/deactivation):	$	Additional Fees:	$
Impact/Street Closure Fee (variable based on impact):	$	(Porta-Restroom User Fee, "No Parking" Signs, etc.)	

CITY OF PORTLAND ACCEPTS CASH, CHECK, MONEY ORDER AND CREDIT / DEBIT CARDS FOR PAYMENT

Checks should be made payable to City of Portland
There will be a 2.65% processing fee added to all Debit / Credit Card transactions.

FOR OFFICE USE ONLY

APPLICATION FEE:	$ 25.00	PERMIT FEE:	$	SECURITY DEPOSIT:	$	INSURANCE NEEDED?	Y / N
DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:	

Merchandise

-Do you wish to sell **non-food items** (like T-shirts, crafts, cd's, etc.)**?** If so, please apply for a Street Goods Vendor License(s) at the Business Licensing Office (207-874-8557)
https://content.civicplus.com/api/assets/9ef5d795-ac26-4794-9e38-c2f0bb9c9f04?cache=1800

Tents/Stages

-Do you wish to set up a **tent(s)** and/or **stage(s)?** A canopy/tent or stage larger than 10'x10' needs a Temporary Tent or Stage Permit issued by Building Inspections
https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8

Alcohol sales

-Do you wish to sell **alcohol**? You must complete the application for a Liquor License specific to your event through the State of Maine and submit the application to the City of Portland Business Licensing office first. Application will need City of Portland's approval prior to going to the State. Questions?please contact the Division of Liquor Licensing and Enforcement at (207) 624-7220/email-MaineLiquor@maine.gov. https://www.maine.gov/dafs/bablo/liquor-licensing/license-and-permit-applications

Food Sales -

Will there be food vendors? If so, you must apply for a Temporary Food Service License from the Business Licensing Office.
https://content.civicplus.com/api/assets/12f35a2a-e2a4-4d87-bf05-9ec89545e996?cache=1800

Police -

Will your event require **Police** assistance? https://odm.officertrak.com/Portland-PD-ME/auth/signin

Fire/EMS -

Will your event require **Fire/EMS** assistance? Email Fire Department - fireprevention@portlandmaine.gov

Parks, Recreation and Facilities Management
Ethan Hipple
Director
Andy Downs
Public Assembly Facilities Director
April 9, 2026

TO: Danielle West, City Manager
FROM: Andrew J. Downs, Director of Public Assembly Facilities Division
DATE: May 29, 2026
RE: **Council Agenda Item – Water Lantern Festival**

I am requesting that the following order be placed on the next City Council agenda:

Order declaring the Water Lantern Festival, as a festival.

This will be the fourth year of this well-received community event. It is a gathering in Deering Oaks park launching paper water lanterns for a wide array of memorials and celebrations in life.

According to organizers, the Water Lantern Festival is a positive event that promotes peace, community, connection, and love. It's an awe-inspiring experience that brings together families, friends, and strangers to celebrate our lives, our freedoms, and this beautiful world. This is a time that we can come together, love one another, and heal ourselves. Reflect on your life, share your dreams, and feel the peace of all those around you as the lanterns reflect off the water. There is music from the stage, food trucks, artisans, and fun games in the festival area where participants take in the environment leading up to the lantern launch. With our highly experienced event execution team, detailed event coordination plan, and our commitment to safety and excellence, this is truly an inspiring event. The Water Lantern Festival will begin at 5:30 PM and conclude about 60 minutes after sunset (9:30 PM).

The Water Lantern Festival team is committed to:

- Coordinate with venue and city managers to ensure their standard safety policies and procedures are in place and functioning.
- Stay in close contact with local authorities in the case of adverse weather conditions.
- Provide instruction to participants regarding the proper way to release lanterns into the water during the event.

Environmental Plan

The Water Lantern Festival is a “leave no trace” event. Not only do we pick up the lanterns, but we pick up all of the trash we can find along the way. Lanterns are 100% biodegradable. They are made from rice paper and wood. Trash cans and recycling bins will be dispersed throughout the venue. Staff are on trash duty throughout the event and will continue to gather garbage after participants have gone home for the evening.

RECOVERY PROCEDURES PLAN

The Recovery Procedures Plan for the One World Lantern Festival consists of three separate phases:

Phase 1: During and immediately after the lantern launch. Phase 2: Two to three hours post launch. Phase 3: The morning after the lantern launch.

1 - DURING AND IMMEDIATELY AFTER THE LAUNCH

We will station a lantern spotter in the water (on an inflatable boat) where they will have good visibility of the lantern area. They will be equipped with walkie talkies and collection bins. Our team will remain in that general area for the duration of the launch. They will begin the cleanup of lanterns immediately with event volunteers. All lanterns will be released onto a buoyed, contained portion of the water.

2 - TWO TO THREE HOURS POST LAUNCH

The crew will be cleaning up at the venue until at least midnight. We will keep a spotter stationed while we clean up the festival and surrounding area. We will pull the buoy line in from each side to corral the lanterns. We will then send crew members and volunteers to the shoreline to assist in gathering the lanterns. We will retrieve and dispose of every lantern, and any additional trash that we see.

3 - MORNING AFTER THE LAUNCH

We will arrive back at the venue in the morning with our internal crew of about 6 people. We will scour the water and the staging area and to ensure that no lanterns or trash remain.

SAFETY

Safety of our guests, partners, and staff is our top priority. We are committed to providing a safe and enjoyable event experience for everyone involved and during every aspect of the event. Our core team is very experienced in event production and understands the importance of “Safety First”.

All staff and volunteers are trained on lantern assembly and launch. Trained staff are assigned specific areas. Lanterns are 100% biodegradable and are made from rice paper and wood. One World Lantern Festival is a fully insured event. Parking and traffic flow patterns with directional signs in appropriate locations. Drugs and alcohol are not allowed at the event.

PRE-LAUNCH

A majority of the Water Lantern Festival guests arrive at the venue between 5:00 PM and 6:00 PM. They bring camp chairs and blankets, and find a spot in the festival area after ticketing to relax and listen to music and enjoy the atmosphere. They purchase snacks from food trucks, play games, and write on their lanterns with provided markers. Portable toilets are available for use.

THE LAUNCH

The launch will begin during the sunset. The launch window will last anywhere from 60-90 minutes.

POST LAUNCH

Approximately half of the participants leave quickly after the initial launch. The remaining participants enjoy the winding down music and trickle out by the end of the designated event time. We ask and encourage all participants to pick up any trash they see and dispose of it in the numerous trash cans dispersed throughout the festival area.

The Order should include the following items:

The Water Lantern Festival will be authorized for August 15th, 2026 at Deering Oaks Park.

This festival area will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of festival organizers for the purpose of conducting the Water Lantern Festival, subject to the direction and control of the City Manager.

In order to hold the events on city property, some areas of the parking lane on Tennis Court Road (directly beside the park), need to be posted “No Parking” on event days. Vehicles in violation of the “No Parking” signs shall be towed at owner’s expense.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Friends of Congress Square Park for the use of the above-described area for said Festival subject to the following conditions:

The Water Lantern Festival shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "In The Square Festival", and the City be endorsed on the policy;

The Water Lantern Festival shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the "In The Square Festival;"

Conditions for use of grounds, specified in a permit issued from Public Assembly Facilities Division, shall be adhered to;

Under no circumstances may alcoholic beverages be consumed or sold on the streets or park areas of said area during said festival;

Any and all amplified music/public announcements shall be maintained at a reasonable level (less than an A-weighted 85 decibels / C-weighted 95 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring businesses, limiting any sound impacts in the area; and

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Andrew Keyek, Event Manager
Public Assembly Facilities Division

Portland, Maine Yes. Life's good here.

Public Assembly Facilities Division
Andrew J. Downs, Director
212 Canco Road • Suite A • Portland, Maine 04103
(207) 808-5434

Single Concert Permit Application for PUBLIC PROPERTY(*)

Must apply at least seven (7) business days prior to event.

Permit Fee: $50/day

* If the event is proposed for private property, you must obtain the necessary permits from the Permitting & Inspections Department. They can be reached at (207) 874-8557.

Number of Attendees:	2,500	**Will Alcohol be Consumed?**	**YES or NO** No

Applicant Information	
Organizer/Business/Group Name(s):	Water Lantern Festival
Organizer/Business/Group Address:	881 W 700 N Ste. 102, Logan UT, 84321
Applicant/Contact Person's Name:	Sydney Head
Daytime Phone Number:	541-419-4529
Phone Number Day of Event:	541-419-4529
Email Address:	sydney@waterlanternfestival.com

Event Information			
Name of Event:	Water Lantern Festival		
Event Location:	Deering Oaks Park		
Date of Event:	8/15/2026		
Time of Event (start to finish):	5:30pm-9:30pm	Time Frame for Amplified Music:	5:30pm-9:30pm
Type of Music/Amplified Sound (DJ, Live Band, Acoustic Performance, etc.):	Acoustic performances, prerecorded track		

Please list all bands/performers (If more space is needed, please utilize the back of this page.)**:**

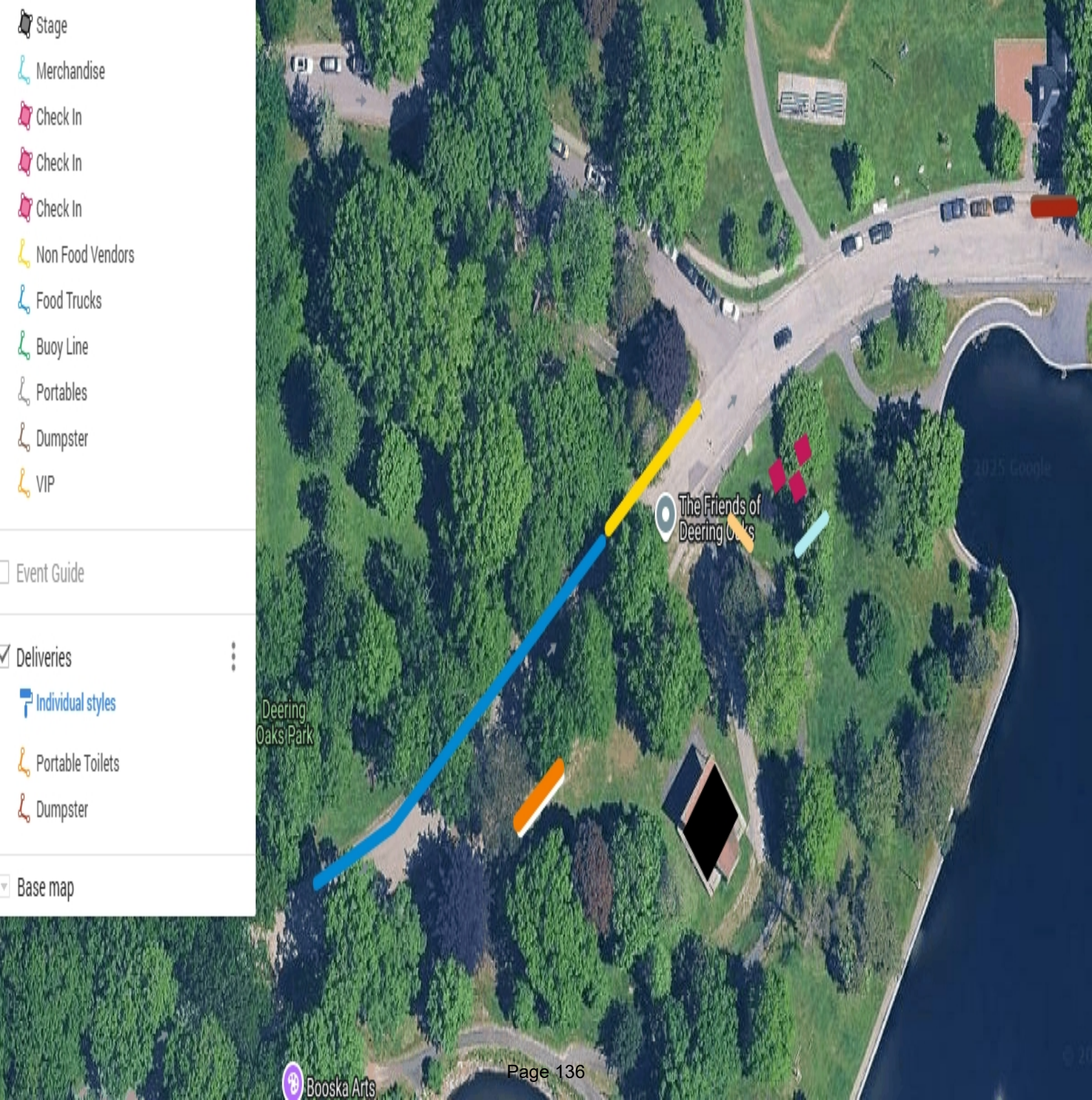
TBD upon approval of the event

Read Carefully & Sign: I/we understand that any misstatement of material fact in the above application may result in denial of this permit or revocation if the permit has already been issued.

Signature: Sydney Head Date: 9/30/2025

For more information about City Codes regarding Single Concert/Single Dance permits, please see Chapter 4 of the Code of Ordinances at www.portlandmaine.gov.

Email Sent:	**Dept.**	**Approval Received**	**Fee:**
_____	**Fire**	_____	**Cash:** _____
_____	**PD**	_____	**Check:** _____
_____	**Treasury**	_____	**CC:** _____


Stage
Merchandise
Check In
Check In
Check In
Non Food Vendors
Food Trucks
Buoy Line
Portables
Dumpster
VIP
Event Guide
Deliveries
Individual styles
Portable Toilets
Dumpster
Base map
The Friends of
Deering Oaks
Deering
Oaks Park
Booska Arts

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 26, 2026

SUBJECT: Order 246-25/26 Granting Municipal Officers' Approval of Judy Gibson LLC, dba Sawyer's Butcher and Delicatessen. Application for Class III and IV FSE with Outdoor Dining on Private Property at 10 Cotton Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading **Final Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/13/26. Location was previously Thistle and Grouse.

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. Sawyers_Council Packet
2. 2026.06.15_Sawyers_Council Order

Prepared by:
Date: 05/26/2026

Mayor of Portland and Portland City Council,

My name is Chris Wilcox, I am the tenant at 10 Cotton Street in Portland. I will be opening Sawyer's Butcher and Delicatessen this summer. We are a whole animal butcher shop sourcing our meats from Maine farms. In addition to our full service butcher counter we will also be offering a menu of sandwiches to go and for in house consumption. We will have a small amount of tables inside and a few on our fenced in patio off the side of the building. I am applying for a license to sell beer and wine for on site consumption for people to enjoy with their meal.

Thank you for your consideration,

Chris Wilcox

CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Establishment Name (d/b/a):	SAWYER'S BUTCHER + DELICATESSEN	Phone:	207-536-0492
Location Address:	10 COTTON STREET PORTLAND, ME	Zip:	04101
If new, what was formerly at this location:	THISTLE + GROUSE		
Mailing Address:	17 WATER STREET WESTBROOK, ME	Zip:	04092
Contact Person:	CHRIS WILCOX	Phone:	314-302-5154
Contact Person Email:	CHRIS@SAWYERSMAINE.COM		
Manager of Establishment:	CHRIS WILCOX Date of Birth: 10.30.86	Phone:	314-302-5154
Owner of Premises (Landlord):	CASCO VIEW HOLDINGS III, LLC		
Address of Premises Owner (Landlord):	111 COMMERCIAL ST. STE 300 PORTLAND, ME	Zip:	04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name	Corporate Mailing Address		
JUDY GIBSON LLC	17 WATER ST. WESTBROOK, ME	Zip:	04092
Contact Person: CHRIS WILCOX		Phone:	314-302-5154

Principal Officers	Title	Date of Birth	Residence Address
CHRIS WILCOX	MANAGING PARTNER	10.30.86	17 WATER STREET WESTBROOK
MEGHAN WILCOX	PARTNER	2.17.88	17 WATER STREET WESTBROOK

Class of Liquor License: III, IV

CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	SANDWICHES
Please circle all that will be served:	(Beer) (Wine) Liquor
Projected percentage of sales:	Generated from Food: 90% Generated from Alcohol: 10%
Hours & days of operation:	TU - SUN ~~[illegible]~~ 11AM - 10PM

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	(Y)/N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	(Y)/N
If yes, give the distance: 1 MILE	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	Y/(N)
Will you permit dancing after 1:00 a.m.?	Y/(N)
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	(Y)/N
If yes, will the outside dining be on PUBLIC or (PRIVATE) property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y/(N)
If yes, please list: # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? JUNE 25, 2026	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/(N)
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?	Y/(N)
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y/(N)
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/(N)
If Yes, please explain:	

I CHRIS WILCOX **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 5/11/26

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			
Establishment Name (d/b/a):	SAWYER'S BUTCHER + DELICATESSEN	Phone:	207-536-0492
Location Address:	10 COTTON ST. PORTLAND	Zip:	04101
Mailing Address:	17 WATER ST. WESTBROOK	Zip:	04092
Contact Person:	CHRIS WILCOX	Phone:	314-302-5154
Contact Person Email:	CHRIS@SAWYERSMAINE.COM		
Manager of Establishment:	CHRIS WILCOX Date of Birth: 10.30.86	Phone:	314. 302. 5154
Owner of Premises (Landlord):	CASCO VIEW HOLDINGS III, LLC		
Address of Premises Owner (Landlord):	111 COMMERCIAL ST STE 300 PORTLAND	Zip:	04101

Owner Information

Corporate Name	Corporate Mailing Address		
JUDY GIBSON LLC	17 WATER ST.	WESTBROOK	Zip: 04092
Contact Person: CHRIS WILCOX		Phone:	314. 302. 5154

Principal Officers	Title	Date of Birth	Residence Address
CHRIS WILCOX	MANAGING PARTNER	10.30.86	17 WATER ST. WESTBROOK ME 04092
MEGHAN WILCOX	PARTNER	2.17.88	↓

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

CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	~~III~~, IV	
Type of food served:	SANDWICHES	
Please circle all that will be served:	(Beer) (Wine) Liquor	
Hours & days of operation:	W-SUN 11AM-6PM	
Number of Tables	4	
Number of Chairs	20	

Design and Construction

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

Maintenance and Operations

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

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

Signature _____ Title OWNER Date 5/11/26

For Administrative Use Only

Amount: _____
Date Paid: _____
CC _____ CA _____ CK _____

Amount: _____
Date Paid: _____
CC _____ CA _____ CK _____

	Request Date / Approval
FD:	_____ / _____
Health:	_____ / _____
PD:	_____ / _____
PR:	_____ / _____
Treasury:	_____ / _____
Zoning:	_____ / _____

Notes: _____

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

City of Portland | Permitting and Inspections
Licensing and Housing Safety Division
Housingsafety@portlandmaine.gov | 207-756-8131

CORPORATE DISCLOSURE

Responses to questions 1-4 must precisely align with the information on record with the Maine Secretary of State's office. The certification with the State must be current and in good standing. For inquiries concerning this information, please contact the Secretary of State's office at (207) 624-7752. This form must be completed in its entirety.

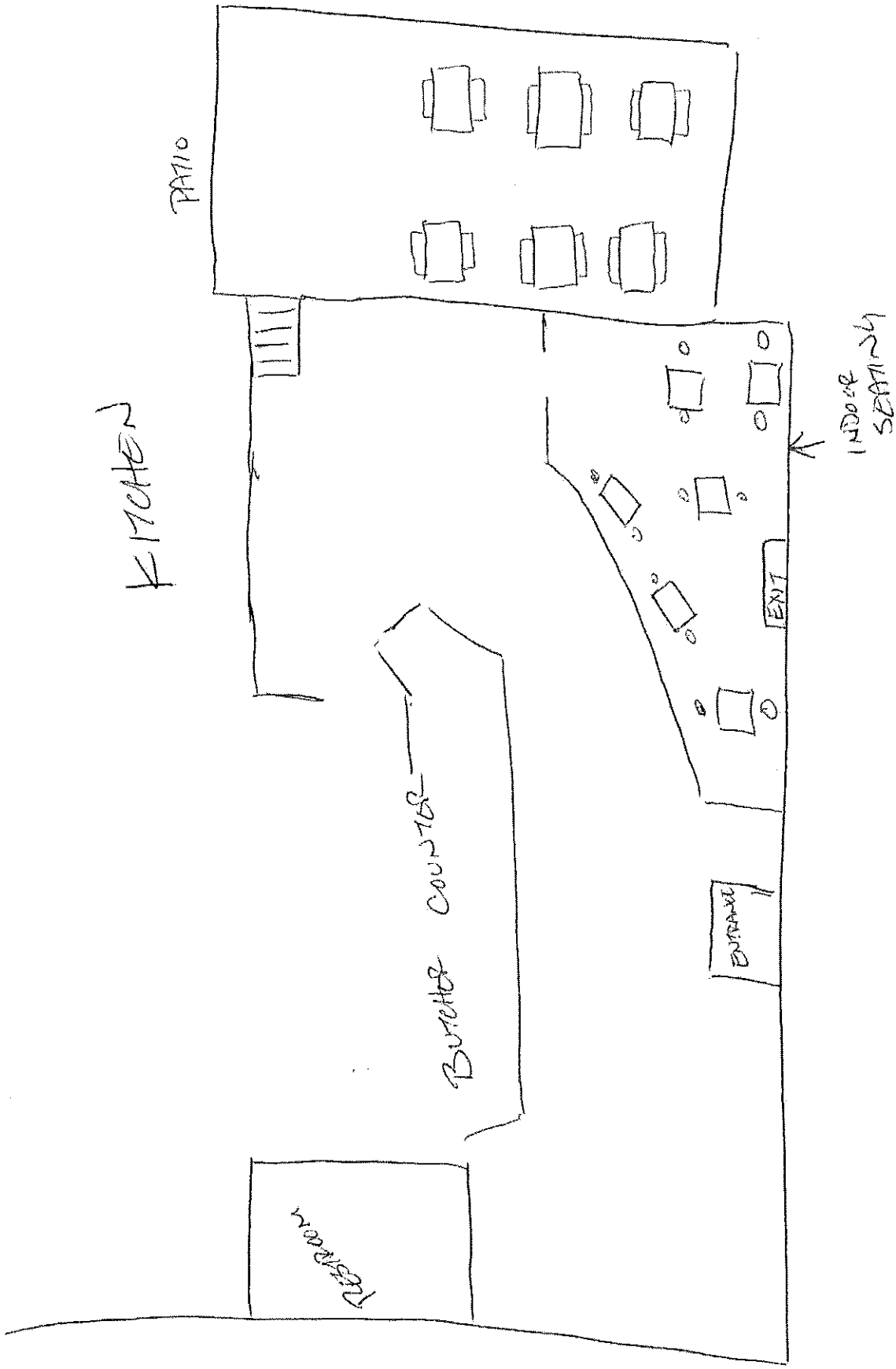
1. Exact legal name: JUDY GIBSON LLC
2. Doing Business As (DBA), if any: SAWYER'S BUTCHER AND DELICATESSEN
3. Date of filing with Secretary of State: 9/20/19 State in which entity was formed: ME
4. If not a Maine business, date on which entity was authorized to transact business in the State of Maine: _____
5. List the names, addresses, and titles of the officers and directors and list the percentage of ownership (attach additional sheets as needed):

Full Name	Current Address	Title	Ownership %
CHRIS WILCOX	17 WATER ST. WESTBROOK 04092	MANAGING PARTNER	70
MEGHAN WILCOX	17 WATER ST. WESTBROOK 04092	PARTNER	30

(Stock ownership in non-publicly traded companies must total 100%)

Applicant Signature: Ch Wilc Date: 5/11/26
Signature of Owner or Corporate Officer

Print Name: CHRIS WILCOX
Print Name of Owner or Corporate Officer


PATIO
KITCHEN
INDOOR SEATING
ENT
BUTCHER COUNTER
ENTRANCE
WASHROOM

Muffaletta
salami cotto, capicola, ham, swiss, provolone, olive salad, sesame seed bread

Roast Beef
medium rare cold roast beef, **horseradish-*provolone spread***, tobacco onions, arugula, sesame seed bread

Hot Dog
100% maine beef, sauerkraut, deli mustard, martin's potato bun

You Enjoy Mortadella
fresh mozzarella, pistachio salsa macha, arugula, toasted sesame seed bread

Rosemary Ham and Cheese
rosemary ham, cheddar frico, pickled peppers, broccoli rabe pesto, grilled sourdough

Sawyer's Ruben
corned beef, swiss, kraut-slaw, 1000 island, grilled sourdough

Paulie Lee
fresh mozzarella & giardinera panini on sourdough

MARK
MUELLER
ARCHITECTS

100 Commercial Street
Suite 205
Portland, Maine 04101
Phone: 207.774.3057
Email:
mark@markmuellerarchitects.com

Sawyer's

BUTCHER DELICATESSEN

10 COTTON STREET, PORTLAND

FOR OWNER REVIEW: APRIL 09, 2026

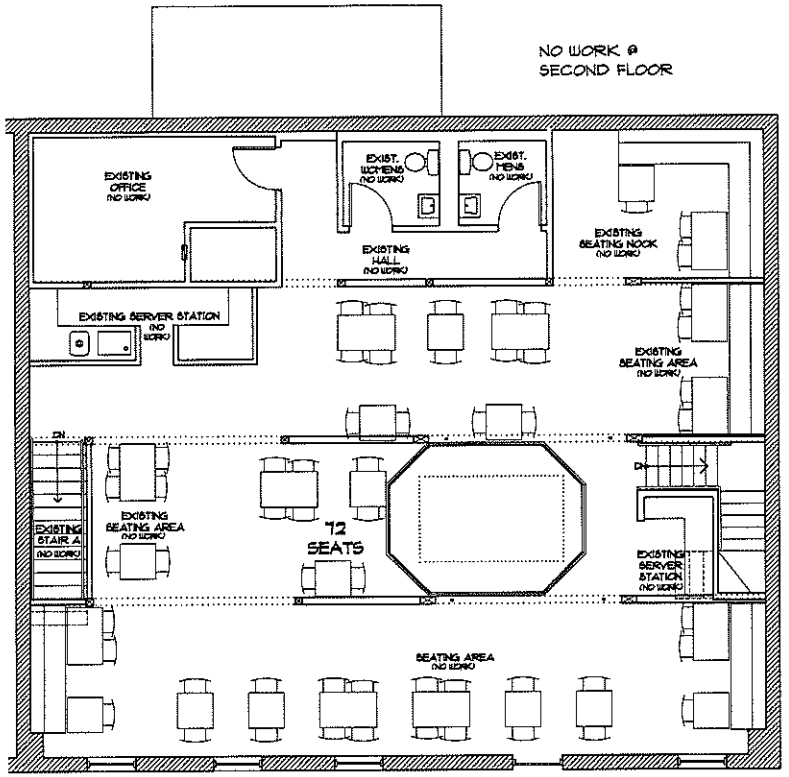
C - 1.0

NEW EQUIPMENT LIST:

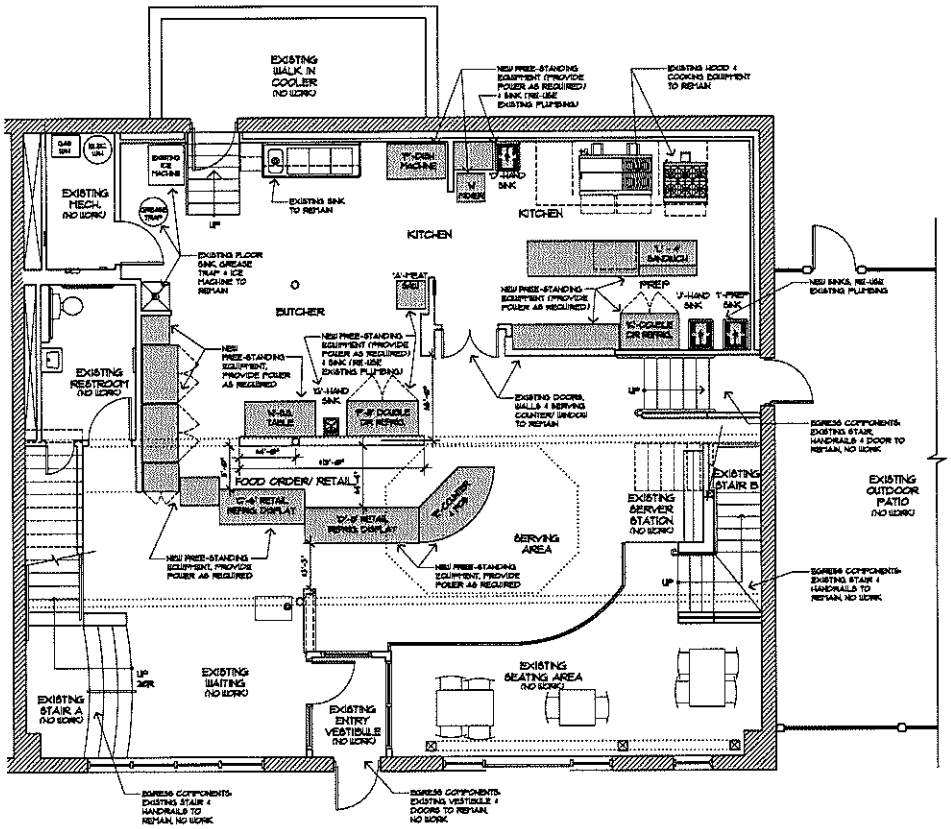
A. BIRO 1433 MEAT BAND SAW (WILL REQUIRE INSTALLATION OF A 3 PHASE OUTLET)
B. DRY AGER UX 1500 PRO S
C. 6' REFRIGERATED RETAIL DISPLAY DELI CASE
D. 8' TRUE SID-96-S REFRIGERATED RETAIL DISPLAY DELI CASE
E. COUNTER TOP TO BE BUILT AND HOUSE POINT OF SALE SYSTEM/ CASH REGISTERS
F. 5' TRUE UNDER COUNTER TWO DOOR REFRIGERATOR
G. HAND SINK (USING EXISTING PLUMBING FROM PREVIOUS BAR AREA)
H. TABLE TOP FOR CRYOVAC MACHINE
I. PREP SINK USING EXISTING PLUMBING
J. HAND SINK USING EXISTING PLUMBING
K. DOUBLE DOOR STAND UP REFRIGERATOR
L. 4' LONG WORK TOP SANDWICH STATION
M. UNDERCOUNTED SINGLE DOOR FREEZER
N. 30 QT. HOBART STAND MIXER
O. HAND SINK (USE EXISTING PLUMBING)
P. DISH MACHINE (USE EXISTING PLUMBING)

WALL LEGEND:

- EXISTING WALL TO REMAIN
- NEW WALL
- BRICK WALL
- EXISTING WALL TO BE REMOVED



PROPOSED SECOND FLOOR PLAN
1/4" = 1'-0"



PROPOSED FIRST FLOOR PLAN
1/4" = 1'-0"

COTTON ST.

OWNER REVIEW: 04.09.26

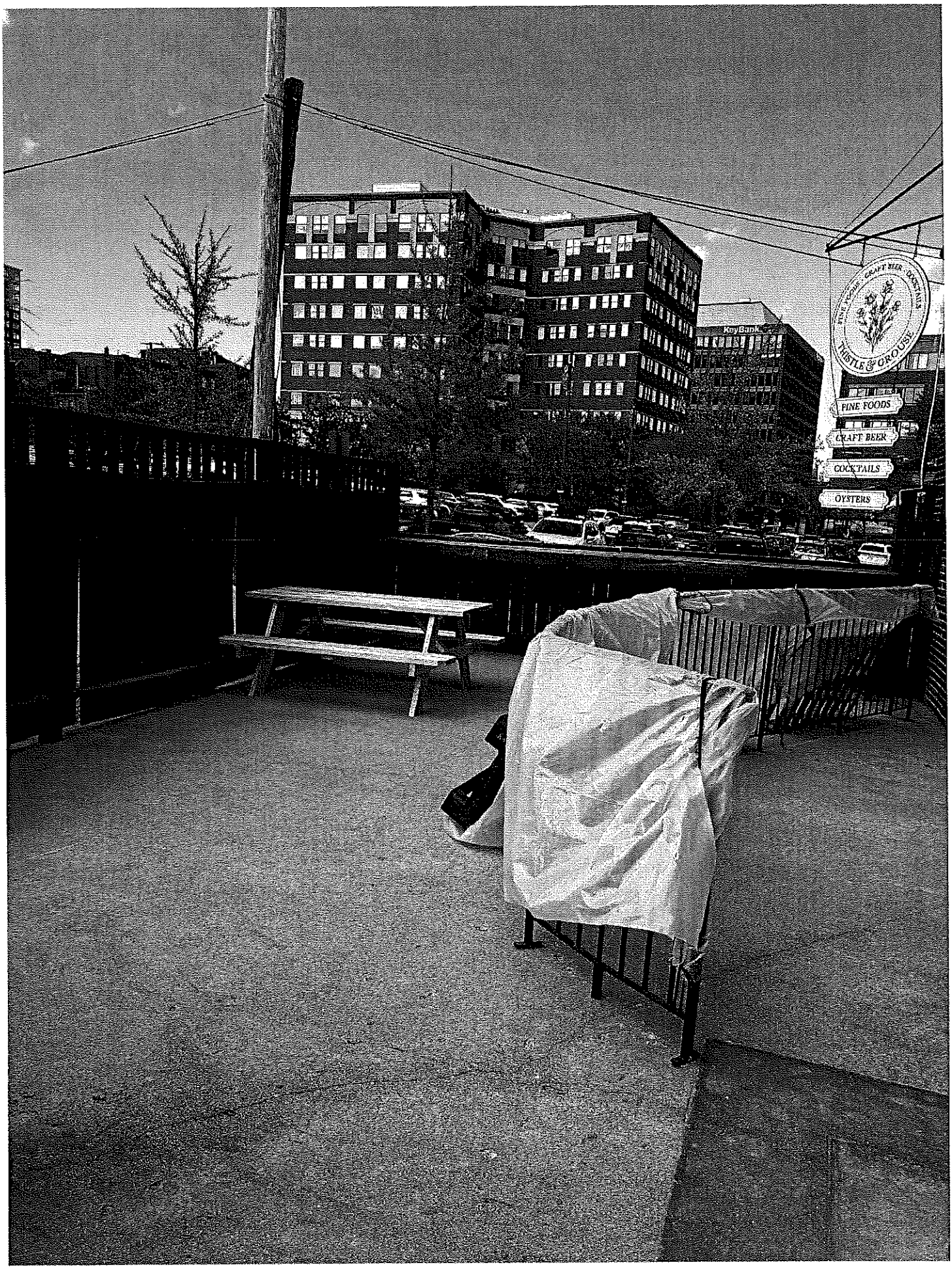
MARK MUELLER ARCHITECTS A.I.A.
100 Commercial Street Suite 205
Portland, Maine 04101
Phone: 207.774.8257
Email: mm@muellerarchitects.com

Interior Tenant Renovations:
SAWYER'S BUTCHER & DELICATESSEN
10 COTTON STREET - PORTLAND, MAINE

PROPOSED PLANS

A-1.1

COTTON STREET
32'
ENTRANCE TO BUILDING
17'
ENTRANCE TO PARKING LOT


FINE FOODS
CRAFT BEER
COCKTAILS
OYSTERS



Sawyers Butcher_10 Cotton St_Class 3 and 4

Zachary Finley <zackf@portlandmaine.gov> Wed, Jun 3, 2026 at 4:02 PM
To: Zoning <zoning@portlandmaine.gov>
Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, "McGary, Glen" <glen.mcgary@maine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@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

Sawyers Butcher_10 Cotton St_Class 3 and 4

Zoning <zoning@portlandmaine.gov> Wed, Jun 3, 2026 at 3:46 PM
To: Zoning <zoning@portlandmaine.gov>
Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, "McGary, Glen" <glen.mcgary@maine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@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 10 Cotton ST is restaurant, low-impact industrial and retail (BLDC2026-05219). 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 June 15, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Judy Gibson LLC, dba Sawyer's Butcher and Delicatessen. Application for Class III and IV FSE with Outdoor Dining on Private Property at 10 Cotton Street - Sponsored by Danielle P. West, City Manager

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

June 8, 2026

Judy Gibson LLC
17 Water Street
Westbrook ME 04092

Re: Approval of Judy Gibson LLC, dba Sawyer's Butcher and Delicatessen. Application for Class III and IV FSE with Outdoor Dining on Private Property at 10 Cotton Street

Dear Judy Gibson LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 15, 2026 at 5:00 p.m., for the review of application for Class III and IV FSE with Outdoor Dining on Private Property at 10 Cotton 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

FRAUD ALERT: The City of Portland is aware of a scam involving emails that create fake invoices and request payment for applications, inspections, or permit fees. Please note that the City of Portland will never ask you to wire funds; do not follow any such instructions. If you receive an email you believe to be a scam, please contact bl@portlandmaine.gov.

State of Maine

Bureau of Alcoholic Beverages & Lottery Operations

Application Copy

File Number: 149499 Job Type: New Application

LICENSE TYPE	APPLICATION DATE RECEIVED
On-Premises: Beer & Wine	2026-05-05

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME	LICENSEE TYPE
Judy Gibson LLC	Limited Liability Company
DOING BUSINESS AS Sawyer's Butcher and Delicatessen	CORPORATE NUMBER 20201139DC
INCORPORATION DATE 2019-09-30	

CORRESPONDENCE ADDRESS

10 Cotton Street Portland ME 04101

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME	PREFERRED CONTACT METHOD
Christopher Wilcox	Email
CONTACT PHONE (314) 302-5154	ALTERNATE PHONE
FAX	EMAIL chris@sawyersmaine.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Judy Gibson LLC	managing partner		70

ADDITIONAL INFORMATION

MANAGED BY AGENT
No

PREMISES TYPE
Restaurant (not Class A)

PREMISES NAME
Sawyer's Butcher and Delicatessen

OPERATOR
Chris Wilcox

PHYSICAL ADDRESS
10 Cotton Street Portland ME 04101

MAILING ADDRESS
10 Cotton Street Portland ME 04101

CONTACT NAME
Christopher Wilcox

PREFERRED CONTACT METHOD
Email

CONTACT PHONE
(314) 302-5154

ALTERNATE PHONE

FAX

EMAIL
chris@sawyersmaine.com

QUESTIONS

On-Premises: Beer & Wine

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

   Answer "No" if you are a Sole Proprietor.

   Yes
   20201139DC
2. What is your expected start date?

   June 25
3. Has/have applicant(s) formerly held a Maine liquor license?

   Yes
   Previously:
Judy Gibson Restaurant
171A Ocean Street
South Portland, ME
04106
4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

   No
5. Are all licensees/applicants residents of the State of Maine?

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

   No
7. Is your license for a club with a membership?

   No
8. Is your license application for a vessel?

   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 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?

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 What is the full name and date of birth of the person managing this premises?

Christopher Wilcox
10/30/1986

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 have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

20 At which address are your business records located?

10 Cotton Street
Portland, ME
04101

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

Tuesday: 11am-6pm
Wednesday: 11am-6pm
Thursday: 11am-6pm
Friday: 11am-6pm
Saturday: 11am-6pm
Sunday: 10am-4pm

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.

Waynflete School
1 mile

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? Include indoor and outdoor seating.

35

26 How many bathrooms do you have available to patrons?

3

27 Describe each area of the premises where alcoholic beverages will be served, consumed, or stored.

Include all interior and exterior areas (e.g., dining rooms, bars, patios, decks, function rooms, etc.) and use names or labels that correspond to your submitted floor plan.

In our dining area, on our fenced in patio and on our second floor private event area.

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	Deli Menu copy.pdf	
Premises Floor Plan	Sawyer's Architect Drawings.pdf	
Supplemental Ownership Form	10 Cotton Street Signed Lease.pdf	

APPLICANT

Christopher Wilcox

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:

Judy Gibson LLC, dba Sawyer's Butcher and Delicatessen. Application for Class III and IV FSE with Outdoor Dining on Private Property at 10 Cotton Street

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 1, 2026

SUBJECT: Order 247-25/26 Granting Municipal Officers' Approval of Douro LLC, dba Douro. Application for Combined Entertainment at 110 Thames Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading **Final Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/26/26. This is an existing establishment adding Combined 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. Douro_Council Packet
2. 2026.06.15_Douro_Council Order

Prepared by:
Date: 06/01/2026

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):	Douro	Phone:	207-805-8255
Location Address:	110 Thames st, suite A		Zip:
Owner Name:	Casey Prentice	Phone:	207-653-9966
Owner Email:	casey.prentice@prenticeorg.com		
Contact Person responsible for Entertainment:	Sydney Osgood	Phone:	207-899-6770
Contact Person Email:	sydney.osgood@prenticehospitality.com		
Manager of Establishment:	Thomas Green	Phone:	207-805-8255
Manager Email:	gm@douroportland.com		

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:
We are a restaurant seeking and entertainment license to explore the option of having a DJ during select meal periods.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governin 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 Manager Date 5/20/25

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

DOURO

WINE BAR · PORTUGUESE-INSPIRED KITCHEN

May 27, 2026

To the Mayor and City Councilors -

Please accept this letter as confirmation of intent regarding the entertainment license application for Douro, located at 110 Thames Street, Suite A, Portland, Maine 04101.

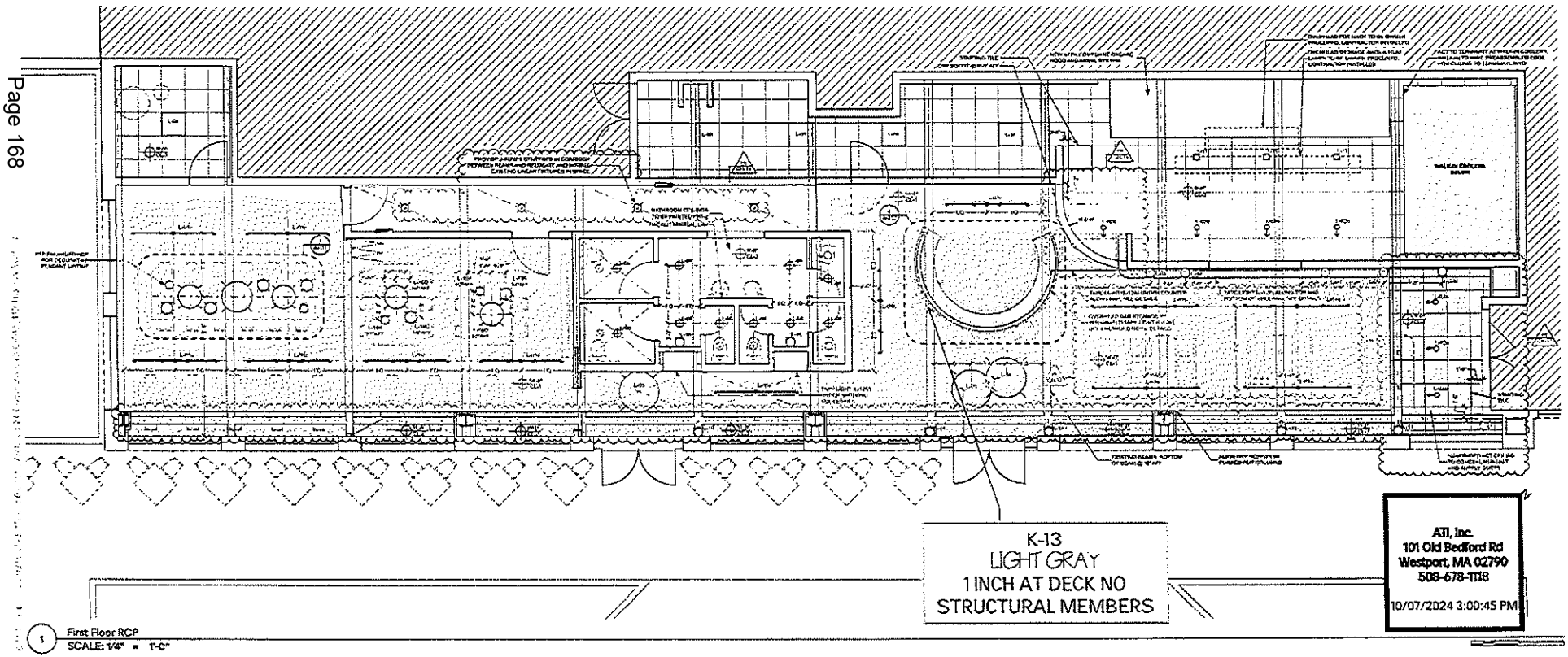
Douro intends to incorporate limited live music programming as part of its hospitality offering, primarily focused on daytime and brunch service. Programming is anticipated to consist of low-impact live musical performances intended to complement the restaurant atmosphere and guest experience.

All entertainment activities will be operated in accordance with applicable city regulations and with consideration for neighboring businesses and residents.

Please let us know if any additional information is required in support of the application.

Sincerely,

Alex Wolf
Douro · Prentice Hospitality Group
110 Thames Street, Suite A · Portland, Maine 04101



1 First Floor RCP
SCALE: 1/4" = 1'-0"

ATI, Inc.
101 Old Bedford Rd
Westport, MA 02790
508-678-1118

10/07/2024 3:00:45 PM

DOURO

A-111

Section 07 21 29
K-13 Spray-On Systems
Specification Guide 07/13

PART 2 – PRODUCTS

2.01 Acceptable Manufacturers

A. International Cellulose Corporation
12315 Robin Boulevard
Houston, Texas 77045
(713) 433-6701 or (800) 444-1252
FAX: (713) 433-2029
www.spray-on.com icc@spray-on.com
B. For approved applicators contact ICC at 800-444-1252.

2.02 Materials

A. K-13 Spray-On-Systems.
1. Comply with local Building Code requirements.
2. Material to have been tested in accordance with ASTM E 1042. Testing laboratory must be NVLAP accredited.

PART 3 – EXECUTION

3.01 Examination

A. Examine surfaces and report unsatisfactory conditions in writing. Do not proceed until unsatisfactory conditions are corrected.
B. Verify surfaces to receive spray insulation to determine if priming/sealing is required to insure bonding and/or to prevent discoloration caused by migratory stains.

3.02 Preparation

A. Provide masking, drop cloths or other satisfactory coverings for materials/surfaces that are not to receive insulation to protect from over-spray.
B. Coordinate installation of the sprayed cellulose fiber with work of other trades.
C. Prime surfaces as required by manufacturer's instructions or as determined by examination.

3.03 Installation

A. Install spray applied insulation according to manufacturer's recommendations.
B. K-13 to be spray applied to a minimum thickness of 1"
C. Color shall be manufacturers standard Light Gray.

K-13 Sprayed Thermal and Acoustical Insulation ASTM C-423 on Solid Backing*							
Inches	125 HZ	250 HZ	500 HZ	1000 HZ	2000 HZ	4000 HZ	NRC
1.00	0.08	0.29	0.75	0.98	0.93	0.96	0.75
1.00**	0.47	0.90	1.10	1.03	1.05	1.03	1.00
2.00	0.26	0.68	1.05	1.10	1.03	0.98	0.95
3.00	0.57	0.99	1.04	1.03	1.00	1.00	1.00

K-13 Sprayed Thermal and Acoustical Insulation Applied at 1.5" Ribbed Metal Deck*							
Inches	125 HZ	250 HZ	500 HZ	1000 HZ	2000 HZ	4000 HZ	NRC
1.50	0.36	0.89	1.26	1.07	1.01	1.00	1.05
3.00	0.97	1.04	1.13	0.99	0.95	0.98	1.05

*Some values interpolated **On lath

D. Cure insulation with continuous natural or mechanical ventilation.
E. Remove and dispose of over-spray.

3.04 Protection

A. Protect finished installation under provision of Division 1.

END OF SECTION

SAFETY DATA SHEET

SONASPRAY FC, K-13

Prepared to U.S. OSHA, CMA, ANSI, Canadian WHMIS Standards, Australian WorkSafe, Japanese Industrial Standard JIS Z 7250:2000, and European Directives

1. PRODUCT IDENTIFICATION

1.1 TRADE NAME (AS LABELED):	**SONASPRAY FC, K-13**
SYNONYMS:	Cellulose Fiber Treated with Fire Retardants
CAS#:	Mixture
1.2 PRODUCT USE:	Insulation
1.3 MANUFACTURER'S NAME (North America):	**International Cellulose Corporation**
ADDRESS:	12315 Robin Boulevard, Houston, TX 77045
BUSINESS PHONE#:	1-713-433-6701 1-800-444-1252 (U.S./Canada Only)
EMERGENCY PHONE#:	1-713-433-6701 7 AM–6 PM (CST)
WEBSITE:	www.spray-on.com
EMAIL:	icc@spray-on.com
1.4 PREPARATION INFORMATION:	
DATE OF CURRENT REVISION:	September 19, 2018
DATE OF LAST REVISION:	December 8, 2015

2. HAZARD IDENTIFICATION

EMERGENCY OVERVIEW:
Product Description: These products are odorless, fibrous solids that come in a variety of colors. Fire retardants are blended with cellulose fiber.
Health Hazards: This product may cause eye irritation.
Flammability Hazards: These products have fire retardants in them to prevent or delay combustion. If involved in a fire for a prolonged period of time, these products may combust.
Reactivity Hazards: Negligible.
Environmental Hazards: Emergency responders must wear the proper personal protective equipment (and have appropriate fire-suppression equipment) suitable for the situation to which they are responding.

US DOT SYMBOLS
Non-Regulated Material

CANADA (WHMIS) SYMBOLS
Complies with WHMIS 2015

EUROPEAN and (GHS) Hazard Symbols



Signal Word: **Warning!**

2.1 CLASSIFICATION OF SUBSTANCE OR MIXTURE IN ACCORDANCE WITH 29 CFR 1200 (OSHA HCS) AND THE EUROPEAN UNION DIRECTIVES:
This product does meet the definition of a hazardous substance or preparation as defined by 29 CFR 1910. 1200 AND the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC, 2015/830/EU and subsequent Directives.

Classification of the substance or mixture according to Regulation (EC) No 1272/2008 Annex VI
EC# 265-158-7 Index: 694-468-00-3 (Severely Hydrotreated with less than 3 % DMSO extract as measured by IP 346)
EC# 233-139-2 Index: 005-007-00-2
EC# 232-674-9 This substance is not classified in the Annex VI
EC# 215-540-4 Index: 005-011-00-4
Substances not listed either individually or in group entries must be self classified.
Component(s) Contributing to Classification(s)
Sodium Borate

INTERNATIONAL CELLULOSE CORPORATION

SUSTAINABLE CREDIT CATEGORIES
FOR LEED® V.4 & GREEN BUILDING PROJECTS

K-13 / SONASPRAY "FC" / URE-K / SONAKRETE
SUSTAINABLE CREDIT CATEGORIES FOR
LEED®v.4 & GREEN BUILDING PROJECTS

REV.:
10/2

VERSION:
1.2

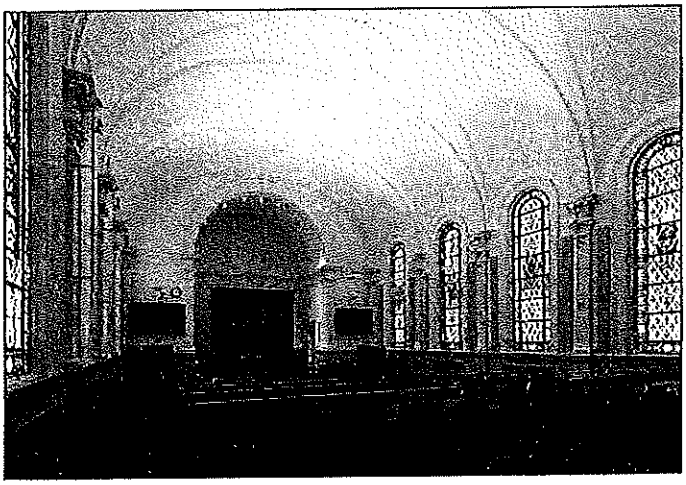
MATERIALS & RESOURCES:

RECYCLED CONTENT
K-13, SonaSpray "fc", Ure-K, and SonaKrete spray-on systems, consisting of natural plant-based fibers, and specialty water-based adhesives, contains 80% Pre-Consumer Recycled Content.

REGIONAL MATERIALS
K-13, SonaSpray "fc", Ure-K, and SonaKrete are manufactured in the United States by International Cellulose Corporation (ICC) in Houston, Texas. Adhesives are produced and shipped in concentrated form and are diluted with water sourced from the job site.

RENEWABLE/RAW INGREDIENTS
Cellulose, the primary raw ingredient in the K-13, SonaSpray "fc", Ure-K, and SonaKrete spray-on systems, contains wood, cotton and other rapidly renewable resources. Cellulose takes less energy to make compared to other building insulation materials, and sequesters carbon for the useful life of the application-reducing the release of harmful greenhouse gases into the environment.

CONSTRUCTION WASTE MANAGEMENT
Cellulose fibers may be fully recovered and reused on site, leaving virtually no excess material to return to the waste stream.



WASHINGTON COLLEGE OF LAW
FIRM: SMITH GROUP JJR

WASHINGTON, D.C.
LEED GOLD

	CSI #:	DESCRIPTION:		
K-13	07 21 29/09 83 16	Acoustical/Thermal Finish		
SONASPRAY "FC"	09 83 00/09 83 16	Acoustical Finish		
URE-K	07 21 00/09 83 16	15 Minute Thermal Barrier		
SONAKRETE	09 83 00/09 83 16	Acoustical Finish		
	M1	hpd		
K-13	✓	✓	✓	✓
SONASPRAY "FC"	✓	✓	✓	✓
URE-K	✓	✓	✓	✓
SONAKRETE	✓	✓	✓	✓

MATERIAL INGREDIENT REPORTING:

HEALTH PRODUCT DECLARATION (HPD):
K-13, SonaSpray "fc", Ure-K, and SonaKrete spray-on systems have been inventoried to 1,000 PPM in accordance with the Health Product Declaration Collaborative (HPDC). ICC has provided an ingredient list for 98% of the total product and all proprietary materials chemicals have been disclosed to a third party to verify they are non hazardous.

INGREDIENT OPTIMIZATION-RED LIST:
These products meet the Living Building Challenge℠ requirement that they do not contain chemicals on the Red List. The Red List contains some of the worst materials prevalent in the building industry. Additionally, these products do not contain glass, mineral, asbestos, silica, or synthetic fibers.

AVOIDANCE OF HAZARDOUS SUBSTANCES:
K-13, SonaSpray "fc", Ure-K, and SonaKrete spray-on systems, are not formulated with heavy metals and do not contain: Lead (Pb), Cadmium (Cd), Mercury (Hg), and Hexavalent Chromium (Cr (VI)), or other heavy metals. Additionally, these products do not contain ozone depleting substances such as CFC's or HCFC's; Isocyanate or any Brominated Flame Retardants (PBTs).

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INTERNATIONAL CELLULOSE CORPORATION

SUSTAINABLE CREDIT CATEGORIES
FOR LEED® V.4 & GREEN BUILDING PROJECTS

INDOOR ENVIRONMENTAL QUALITY (IEQ):

LOW EMITTING BUILDING MATERIALS
K-13, SonaSpray "fc", Ure-K, and SonaKrete spray-on systems are M1 Classified as a Low Emitting Building Material and are compliant with CDPH/CA Section 01350.

INDOOR AIR QUALITY
K-13, SonaSpray "fc", Ure-K, and SonaKrete spray-on systems are GREENGUARD Gold Certified per UL Environmental. GREENGUARD Certification ensures that a product has met some of the world's most rigorous and comprehensive standards for low emissions of volatile organic compounds (VOCs) into indoor air.

LIGHT REFLECTANCE
K-13 White, SonaSpray "fc" Arctic White, and White, and SonaKrete Arctic White, and White provide high light reflectance values and can be utilized to enhance natural daylighting and contribute towards lighting efficiency. Light Reflectance Values (LRV) per ASTM D 2244: K-13 White: 84, SonaSpray "fc" Arctic White: 89, SonaSpray "fc" White: 86, SonaKrete Arctic White: 91, SonaKrete White: 88.

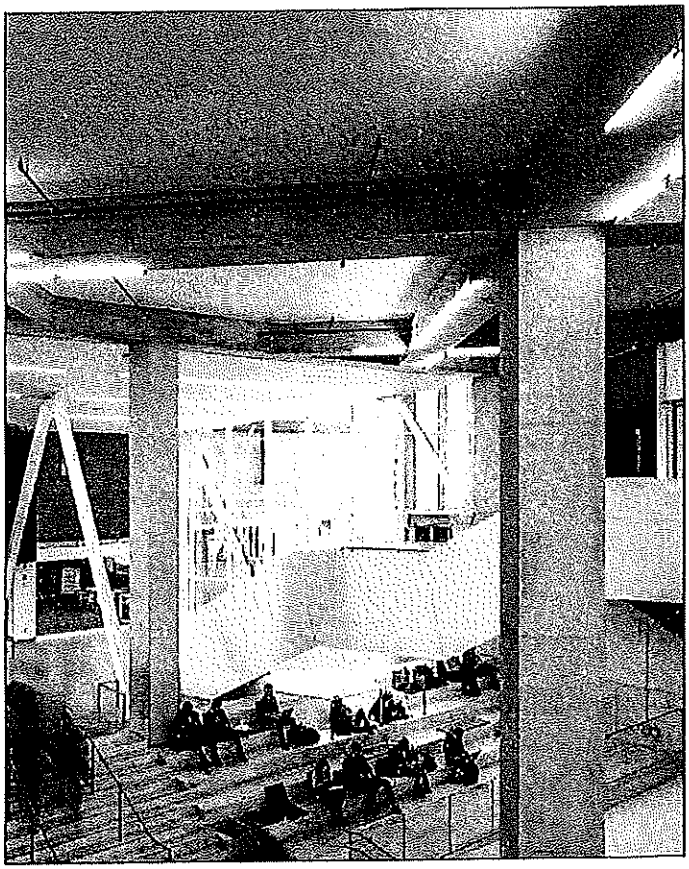
ACOUSTIC PERFORMANCE
Unlike hard surfaces and materials, which reflect sound, K-13, SonaSpray "fc", Ure-K, and SonaKrete absorb excessive noise, making speech and music more intelligible, while enhancing acoustical comfort and functionality.

SOUND ABSORPTION DATA PER ASTM C 423:

K-13	NRC:
1.00" Thick on Solid Backing	.80
1.75" Thick on Solid Backing	1.00
1.50" Thick on 3" Metal Deck	1.05
SonaSpray "fc"	**NRC:**
0.75" Thick on Solid Backing	.75
1.00" Thick on Solid Backing	.85
0.75" Thick on 1.5" Metal Deck	.80
Ure-K	**NRC:**
1.25" Applied over Closed-Cell Polyurethane Foam	.95
SonaKrete	**NRC:**
0.375" Thick on Solid Backing	.55
0.50" Thick on Solid Backing	.65
0.75" Thick on Solid Backing	.75



LUNDER ARTS CENTER-LESLEY UNIVERSITY CAMBRIDGE, MA
FIRM: BRUNER/COTT LEED GOLD



STUDENT CENTER· RYERSON UNIVERSITY TORONTO, CANADA
FIRM: SNØHETTA LEED GOLD

Note: Credit contributions and sustainable credit categories vary by the design certification system, version and framework. International Cellulose Corporation is a charter member of the United States Green Building Council (USGBC). LEED® is a registered trademark of USGBC.

Test reports & additional information is available upon request.

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Section 07 21 29
K-13 Spray-On Systems
Specification Guide 07/13

PART 1 – GENERAL

1.01 Section Includes

A. Sprayed cellulose thermal insulation.
B. Sprayed cellulose acoustical insulation.

1.02 Related Items

A. Clips, hangers, supports, sleeves and other attachments to spray bases are to be placed by other trades prior to the application of sprayed insulation.
B. Ducts, piping, conduit or other suspended equipment shall not be positioned until after the application of sprayed insulation.
C. Roof penetrations to be installed prior to application.

1.03 Quality Assurance

A. Manufacturer must have a current listing with ICC.
B. Manufacturer must be in compliance with the 2006 International Building Code.
C. Manufacturer must be ISO 9001:2008 Certified.
D. Applicator: Licensed by manufacturer.
E. Manufacturer must subscribe to independent laboratory follow-up inspection services of Underwriters Laboratories and Factory Mutual. Each bag shall be labeled accordingly.
F. Mock-up: Apply a 100 square foot representative sample to be reviewed by the Architect and/or Owner prior to proceeding.

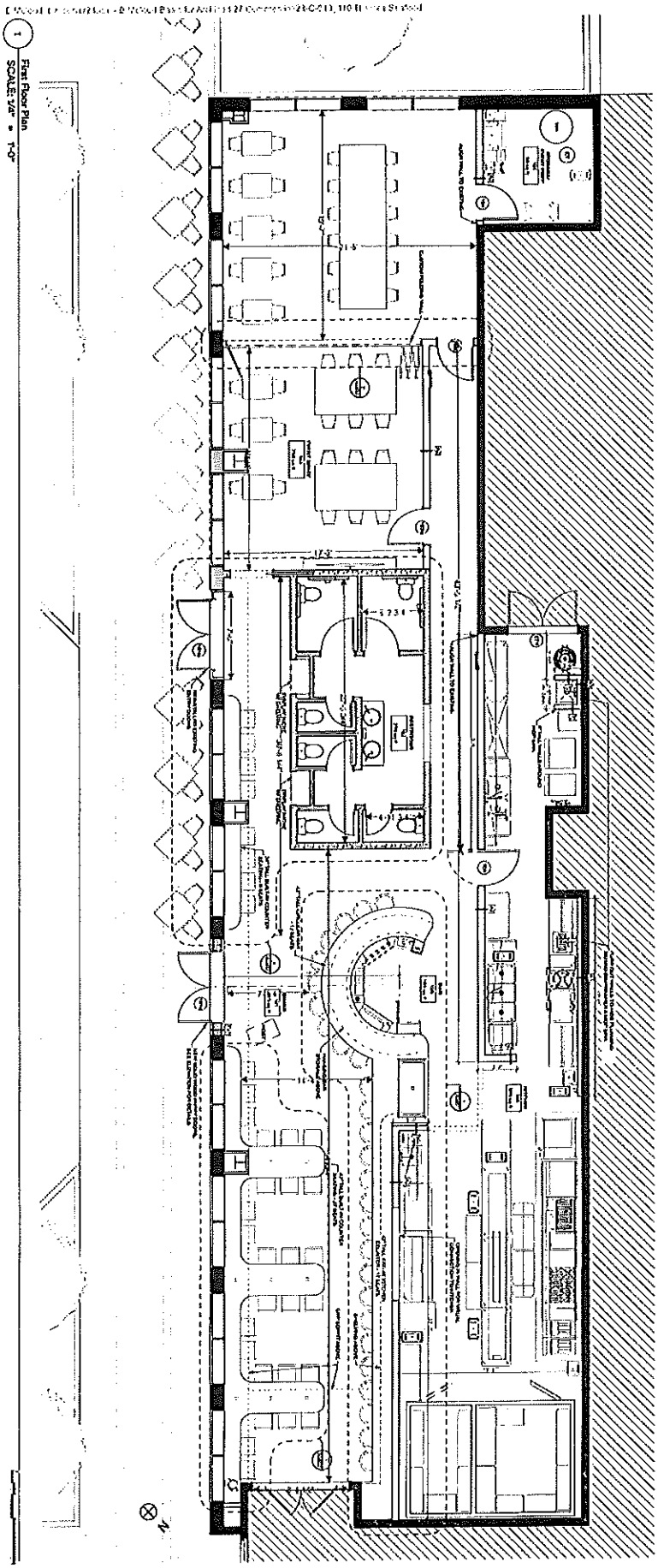
1.04 Submittals

A. Submit product data that the product meets or exceeds the following specified requirements.
    1. Bond strength shall be greater than 100 psf per ASTM E 736.
    2. Product shall be Class 1 Class A per ASTM E 84/ UL 723.
    3. Non-corrosive per ASTM C 739.
    4. Bond Deflection per ASTM E 759: 6" Deflection in 10' Span – No Spalling or Delamination.
    5. Comply with IBC 803.3/2009 IBC 803.10 stability requirements for interior finishes.

B. Manufacturer's written certification that product contains no asbestos, fiberglass or other man-made mineral fibers.
C. Copy of manufacturer's ISO 9001:2008 Certification.
D. Minimum Fiber Recycled Content to be 75%.
E. Cannot contain any Urea-Formaldehyde Resins.

1.06 Delivery, Storage and Handling

A. Deliver in original, unopened containers bearing name of manufacturer, product identification and reference to U.L. testing.
B. Store materials dry, off ground, and under cover.
C. Protect liquid adhesive from freezing.



FLOOR PLAN

A-101

DOURO

WOODHULL

SPRAY-APPLIED THERMAL & ACOUSTICAL FINISH
TECHNICAL DATA SHEET

NOVEMBER 2022

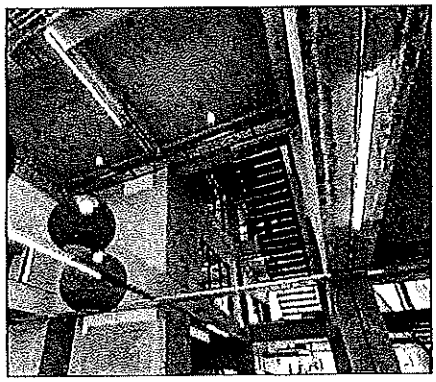
CSI MasterFormat® Filing:

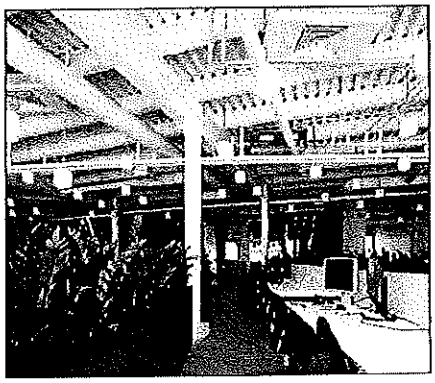
Division 7: Thermal & Moisture Protection

07 21 00	Thermal Insulation
07 21 29	Sprayed Insulation

Division 9: Finishes

09 81 00	Acoustic Insulation
09 81 29	Sprayed Acoustic Insulation
09 83 00	Acoustic Finishes
09 83 16	Acoustic Ceiling Coating





MANUFACTURER INFORMATION:

International Cellulose Corporation
12315 Robin Boulevard | Houston, Texas 77045
(713) 433-6701 or (800) 444-1252 | FAX: (713) 433-2029

1. PRODUCT DESCRIPTION:

K-13 is a **Thermal** and **Acoustical** cellulose insulation is used as an insulation/exposed finish for its acoustic and thermal benefits. K-13's monolithic coating absorbs excess noise and provides an R-value of 3.7 per inch. K-13 has a **Natural Texture** and is available in five standard colors and custom integral colors.

2. BASIC USE:

K-13 is typically used as an exposed ceiling finish for its acoustic and thermal benefits. It is appropriate in both interior and covered exterior applications such as parking decks.

3. MATERIAL COLORS:

K-13 is available in five standard colors can also be specified in specially matched custom colors.

STANDARD COLORS:



Color selection will affect the final price.

SUSTAINABLE CREDIT CATEGORIES:

MATERIALS + RESOURCES:

RECYCLED CONTENT: 80% Pre-Consumer
Natural Based Fibers

REGIONAL MATERIALS: Manufactured By International Cellulose Corporation in Houston, TX.

MATERIAL INGREDIENT REPORTING: Inventoried to 100 PPM in accordance with the HPD Collaborative.

INDOOR ENVIRONMENTAL QUALITY:

INDOOR AIR QUALITY: UL GREENGUARD Gold Certified
May Contribute Towards:
LEED v4: Indoor Air Quality Assessment
LEED v4: Enhanced Indoor Air Quality Strategies

THERMAL COMFORT: K-13 has exceptionally low heat-loss characteristics with an R-Value of 3.7

ACOUSTICAL PERFORMANCE

LOW EMITTING MATERIALS:
M1 Classified as a Low Emitting Building Material
Compliant With:
LEED v4: Low Emitting Materials
CDHP/ California Section 01350
SCAQMD Rule 1168
CHPS- Acoustical Ceiling

4. SURFACE PREPARATION:

K-13 adheres to properly prepared substrates and conforms to any ceiling configuration including metal decking, barrel-vaults, concrete "T" corrugated decks, and other complex surfaces. Surfaces to receive K-13 are to be inspected prior to installation to determine if pre-treatment is required.

5. APPLICATION:

K-13 is installed by an international network of professional contractors licensed by ICC. These contractors are required to install K-13 using approved equipment, materials, and procedures. Due to the inherent texture of the material and application techniques, the installed material will have thickness variances. Compliance with applicable building codes and project requirements is the responsibility of the user and/or installing contractor.

K-13 spray-on systems

SPRAY-APPLIED THERMAL & ACOUSTICAL FINISH
TECHNICAL DATA SHEET

TECHNICAL DATA:

ASTM STANDARDS COMPLIANCE

ASTM C 423	Sound Absorption
ASTM C 518	Thermal Conductivity
ASTM C 739	Cellulose Fiber
ASTM C 1149	Spray-Applied Cellulose Insulation
ASTM D 2244	Light Reflectance
ASTM E 84	Surface Burning Characteristics
ASTM E 90	Sound Transmission Loss
ASTM E 736	Bond Strength
ASTM E 759	Bond Deflection
ASTM E 859	Air Erosion
ASTM E 1042	Acoustical Absorption

ASTM C 518: Thermal Conductivity

R-Value: 3.7 PER INCH

APPLICATION THICKNESS	R-VALUE
1"	3.7
2"	7.4
3"	11.1
4"	14.8
5"	18.5
6"	22.2
7"	25.9
8"	29.6
9"	33.3
10"	37

ASTM D 2244: Light Reflectance

White: 84+	Tan: 46+
Light Gray: 73+	Gray: 45+
Black: 17+	

ASTM E 84: Surface Burning Characteristics

CLASS 1, CLASS A RATED per ASTM E-84, UL-723, NFPA-255, & UBC-42

Flame Spread 5

Smoke Development 5

K-13 has been rated and approved by Factory Mutual Research Corporation for use in categories: I, II, III, & IV.

ASTM E 736: Cohesion/Adhesion - Bond Strength

Bond Strength is greather than100psf

K-13 MEETS IBC 2015 SECTION 803.12 STABILITY REQUIREMENTS FOR INTERIOR FINISH MATERIALS.

ASTM C 423: Sound Absorption

K-13 Applied on Solid Backing

Inches	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	NRC
1"	.11	.32	.84	.99	1.01	.98	.80
1.5"	.21	.46	1.06	1.13	1.02	1.00	.90
1.75"	.30	.74	1.14	1.06	.99	.98	1.00
2"	.47	.90	1.06	1.06	1.08	1.07	1.00
3"	.57	.99	1.04	1.03	1.00	.98	1.00
4"	.84	1.06	1.01	1.03	1.00	.98	1.05
5"	.99	.89	1.05	1.03	1.00	1.00	1.00

K-13 Applied on 1.5" Metal Deck

Inches	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	NRC
1.5"	.36	.89	1.26	1.07	1.01	1.00	1.05
3"	.97	1.04	1.13	.99	.95	.98	1.05

K-13 Applied on 2" Metal Deck

Inches	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	NRC
1"	.39	.63	.96	.99	1.04	1.06	.90
2"	.55	.99	1.13	1.06	1.05	1.10	1.05

K-13 Applied on 3" Metal Deck

Inches	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	NRC
1"	.50	.66	.97	1.02	1.05	1.03	.95
1.5"	.55	.92	1.11	1.02	.95	.99	1.00
2.75"	.69	.98	1.17	1.03	.97	1.04	1.05

MISCELLANEOUS CODE APPROVALS & SPECIFICATIONS

- Underwriters Laboratories - Classified Code Compliance Report UL ER 5499
- Factory Mutual Research - Report Nos. 19678, 20399, and 24703
- Federal Defense Logistics Agency Cage Code: ONJU2
- Federal Specification - SS-S-111C
- Corps of Engineers Guide Specifications - CE-201.01
- Department of the Navy Guide Specifications - NFGS-07218
- EPA 40 CFR Part 248
- Los Angeles - RR-24311
- New York - MEA 65-96-M
- Meets California Bureau of Home Furnishings Standards
- Resource Conservation and Recovery Act

K-13 DOES NOT CONTAIN SILICA DUST, ASBESTOS, MINERAL OR GLASS FIBERS, OR PCB'S.

c UL us

FM APPROVED

GREENGUARD GOLD

FSC

INTERNATIONAL CELLULOSE CORPORATION

12315 Robin Blvd. | Houston, TX 77045
(713) 433-6701 | Toll Free: (800) 444-1252
icc@spray-on.com | www.spray-on.com

WQS ISO 9001 REGISTERED — UKAS — Certificate NO. 6250

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TESTING AVAILABLE UPON REQUEST

City of Portland

Sound Mitigation Review

Date: 6/2/2026

Business Douro

Applicant Casey Prentice

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	Acoustical Spray Foam	
additional notes		
Approved	Yes	

DIRECT ALL INQUIRIES TO:
Kevin Schneck
(207) 756-8433
kschneck@portlandmaine.gov

Douro_110 Thames_Combined Entertainment

Zachary Finley <zackf@portlandmaine.gov> Thu, May 28, 2026 at 2:51 PM
To: Eric Cobb <ecobb@portlandmaine.gov>
Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, "McGary, Glen" <glen.mcgary@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Robert Miller <robertjm@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>

PD approves.
[Quoted text hidden]
--
Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department

Douro_110 Thames_Combined Entertainment

Zoning <zoning@portlandmaine.gov> Wed, Jun 3, 2026 at 3:52 PM
To: Zoning <zoning@portlandmaine.gov>
Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, "McGary, Glen" <glen.mcgary@maine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@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>, Robert Miller <robertjm@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>

Good Afternoon,

110 Thames ST, Suite 105 has a legal use of 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]

Legal Advertisement

Notice of Public Hearing
City of Portland

A Public Hearing will be held on June 15, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Douro LLC, dba Douro. Application for Combined Entertainment at 110 Thames Street - Sponsored by Danielle P. West, City Manager

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

June 8, 2026

Douro LLC
110 Thames Street
Portland, ME 04101

Re: Approval of Douro LLC, dba Douro. Application for Combined Entertainment at 110 Thames Street

Dear Douro LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 15, 2026 at 5:00 p.m., for the review of application for Combined Entertainment at 110 Thames 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,

Z Lenhert

Zachary J. Lenhert
Licensing and Housing Safety Manager

FRAUD ALERT: The City of Portland is aware of a scam involving emails that create fake invoices and request payment for applications, inspections, or permit fees. Please note that the City of Portland will never ask you to wire funds; do not follow any such instructions. If you receive an email you believe to be a scam, please contact bl@portlandmaine.gov.

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:

Douro LLC, dba Douro. Application for Combined Entertainment at 110 Thames Street

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 1, 2026

SUBJECT: Order 248-25/26 Granting Municipal Officers' Approval of Wellington Night Co LLC, dba The Bar of Chocolate. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 38 Wharf Street - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading **Final Action**

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

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 5/26/26. This is a change of ownership of existing establishment.

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

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Bar of Chocolate_Council Packet
2. 2026.06.15_Bar of Chocolate_Council Order

Prepared by:
Date: 06/01/2026

5/24/2026

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

RE: Letter of Intent – Liquor License Application for The Bar of Chocolate Cafe, 38 Wharf Street

Dear Mayor Mark Dion and Members of the City Council,

My name is James Mack, and I am writing to respectfully submit this Letter of Intent in support of my liquor license application related to the purchase and continued operation of The Bar of Chocolate Cafe located at 38 Wharf Street in Portland, Maine.

My intention is to continue operating The Bar of Chocolate Cafe as an upscale dessert and cocktail establishment that contributes positively to Portland's Old Port community and hospitality industry. The business will continue to focus on specialty cocktails, dessert-forward offerings, and a welcoming atmosphere for both residents and visitors.

As the new owner, I intend to preserve the character of the establishment while also making thoughtful improvements to the space, operations, and customer experience. My goal is to operate a professionally managed, community-conscious business that prioritizes responsible alcohol service, safety, cleanliness, and respect for neighboring businesses and residents.

The establishment will continue to comply with all applicable local and state regulations, including liquor licensing requirements, occupancy limits, health and safety standards, and responsible beverage service practices. I understand the importance of maintaining a safe and well-managed environment and take those responsibilities seriously.

I respectfully request the City Council's approval and recommendation of my liquor license application. I appreciate your time and consideration and look forward to contributing positively to Portland's business and hospitality community.

Respectfully,

James Mack
(202) 699-9615
Jamesmack96@gmail.com

After an application has been approved by City Council:

- Applicants will receive an invoice for the remaining balance of the legal advertisement.
- Proceed with arranging for final inspections as the establishment is ready.
- Once the Business Licensing Office has received all approvals from the required departments, the office will approve the state license and issue the municipal license.

All applicants must pay the following feel for the application to be submitted for council approval:
Application fee: $45
Liquor Class Fee: (see next page for amounts)
Health Inspection Fee: $150
Background check: $21/person
Additional fees such as Outdoor Dining and Entertainment will be listed in the Application

Liquor Classification of Establishment	Class XI (Class A Restaurant/Lounge) $2326.00
Maine B.E.L.L.S. File/Tracking Number	153073
Date of Submission of Maine B.E.L.L.S. application:	05/25/2026
Name of Establishment (Doing Business As)	The Bar of Chocolate Cafe
Physical Location of Establishment (Street Address)	38 Wharf St
What is the business' ownership structure?	Corporation/LLC/Non-Profit Organization
Name of Corporation, LLC, or Non-Profit Organization	Wellington Night Co. LLC
Business Mailing Address	36 Harvard Common
City	Portland
State	Maine
ZIP	04103
Business Phone	2026999615
Establishment Email	Jamesmack96@gmail.com
Contact Person Name	James Mack
Contact Person Phone	2026999615
Contact Person Email	Jamesmack96@gmail.com
What is your targeted opening date?	09/01/2026

Please list names, residence addresses, and birthdates of ALL owners and partners. If for a corporation please include all officers and or persons to satisfy 28-A M.R.S. §651. Click green plus button to add persons.

Owners, Partners, and Officers

i. **Name**

James Mack

Street Address of Primary Residence

36 Harvard Common

City

Portland

State

Maine

ZIP

04103

Birth Date

09/11/1996

Corporation/LLC Name	Wellington Night Co. LLC
Corporate Mailing Address	36 Harvard Common
City	Portland
State	Maine
ZIP	04103
Primary Contact Person	James Mack
Contact Phone	2026999615
Is any principal officer under the age of 21?	NO
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	NO

Please list names, addresses, and contact information for on-site managers.

On-Site Managers

i. **Name**

James Mack

Date of Birth

09/11/1996

Phone

2026999615

Email

Jamesmack96@gmail.com

Owner of Premises (Landlord) Name	Scott A. Lindsay
Address of Premises Owner (Landlord)	217 Commercial Street Suite 406
City	Portland
State	Maine
ZIP	04101
Owner of Premises (Landlord) Email	Scott@scottalindsay.com
Type of Food Served:	Casual Dining and Desserts
Please select all that will be served:	• Beer • Wine • Liquor
Days and Hours of Operation:	Thursday - Monday 4pm-1am
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	YES
If YES, what is the distance?	1000 feet
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	NO
Will you permit dancing after 1:00 a.m.?	NO
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	YES
If there will be outside dining, will it be on:	PRIVATE Property
Will you have any pool tables or amusement devices (pinball, video games, juke box)?	NO

Does the Issuance of this license directly or indirectly benefit any City employee(s)?	NO
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	NO

Application for Outdoor Dining

Please Note:
Creation or expansion of outdoor dining areas requires building permit approval from the Permitting Department. The outdoor dining area is considered an increase in occupancy for the business as a whole, and may require certain upgrades such as increasing the number of toilet facilities, depending on the current/proposed occupancy figures and the existing plumbing capacity. Your permit application will need to include a plot plan showing the exact dimensions and layout of the proposed outdoor dining area as well as indoor floor plans showing existing facilities.
If you have any questions about this process, please contact the Business Licensing Office: at BL@portlandmaine.gov or 207-874-8557

Additional Licensing Fees
Outdoor Private Dining: $125
Parklet Outdoor Dining: 1 Parklet $3,000/2 Parklet $5,000
Public Outdoor Dining: $84 + $2/sqft
In a City Park: $84 + $6.30/sqft

What type(s) of Outdoor Dining will the establishment have?	• Outdoor Dining on PRIVATE Property
What is total square footage of the Outdoor Dining area?	240
What is total number of tables?	4
What is total number of chairs?	8

Please include the following:
- Letter of intent addressed to the Mayor and Members of the City Council
- Floorplan/Layout of the premises
- Menu
- Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

Letter of intent addressed to the Mayor and Members of the City Council	Bar of Chocolate Letter of Intent .pdf
Floorplan/Layout of the premises	Bar of Chocolate space.pdf
Menu	BOC Food Menu.pdf
Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)	2026-05-14 Asset Purchase Agreement REV (2).docx.pdf

Signature Agreement

I 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	
Name of Signatory	James Mack
Title of Signatory	Owner
Date	05/25/2026

Thank you for providing this information. After clicking 'Submit' your application will be processed by staff as soon as possible. You will receive an invoice of fees due by email or postal service. All fees must be paid before the application is considered complete.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!

Food:
Cheese Board
Bread and Oil
Caprese Panini Sandwich with side salad
Caprese Salad
French Toast
Quiche

Deserts:
Vanilla Cheese Cake
Peanut Butter Chocolate Cake
German Chocolate Cake
Chocolate Tart with Berries
Crème brûlée

CITY OF PORTLAND
Permitting and Inspections Department

Outdoor Dining Permit on Public Property
Supplemental Application

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License Valid April 1-November 30

- ☐ Legal Advertisement Deposit $100.00
- ☐ Outdoor Dining on Public Property $84.00 plus $2.00 per Square foot $2.00 X 240 SF = $480
- ☐ Outdoor Dining on Public Property in a City Park $84.00 plus $6.30 per Square foot $6.30 X 240 SF = _____

Business Information			
Establishment Name (d/b/a):	Bar of Chocolate	**Phone:**	
Location Address:	38 Wharf St **Zip:** 04101		
Mailing Address:	36 Harvard Common, Portland ME **Zip:** 04101		
Contact Person:	James Mack	**Phone:**	(202)699 9615
Contact Person Email:	Jamesmack96@gmail.com		
Manager of Establishment:	James Mack **Date of Birth:** 09/11/1996	**Phone:**	(202) 699 9615
Owner of Premises (Landlord):	Scott Lindsay		
Address of Premises Owner (Landlord):	217 Commercial Street **Zip:** 04101		

Owner Information

Corporate Name	**Corporate Mailing Address**		
Wellington Night Co	36 Harvard Common Portland ME **Zip:** 04103		
Contact Person:	James Mack	**Phone:**	2026999615

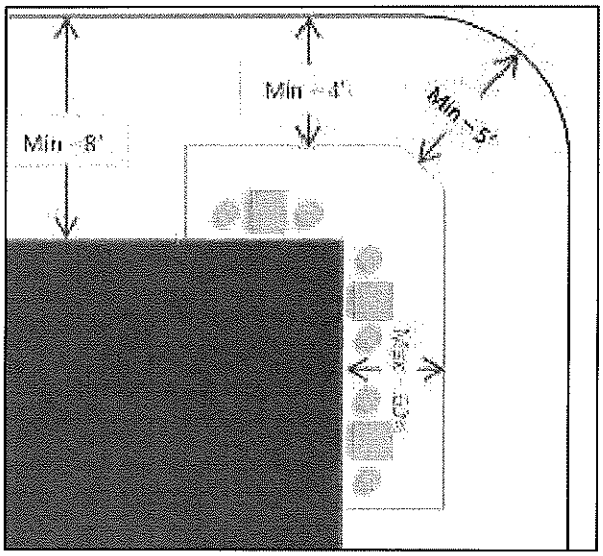
Principal Officers	**Title**	**Date of Birth**	**Residence Address**
James Mack	Owner	09/11/1996	36 Harvard Common Portland ME 04103

CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class XI (Class A Restaurant/Lounge)
Type of food served:	Desserts, light fare, and small plates
Please circle all that will be served:	Beer ✔ Wine ✔ Liquor ✔
Hours & days of operation:	Thursday Monday 4pm 1am
Number of Tables	4
Number of Chairs	8

Design and Construction

Existing Sidewalk Width (property line to curb)	Sidewalk Dining Allowed?
< 8'0"	No
≥ 8'0"	Yes – up to 60% of
Sidewalk Type	**Sidewalk Passage Width**
Standard sidewalk	4'0"
Street corner	5'0"

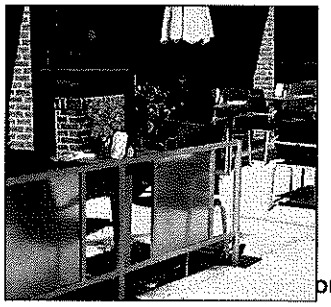
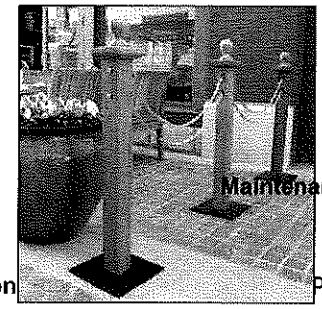


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes to existing straight passage is at the discretion of the City.
- Egress must be maintained free of obstruction.
- Permanent fixtures, such as awnings, require a building permit separate from the Outdoor Dining permit and subject to approval by the Building Authority.
- Umbrellas do not require a permit.
- Umbrellas must be secured and maintainthe height clearance for sidewalk passage.

Barriers

- If barriers are proposed, they must be free-standing. Physical attachments to a building are not allowed.
- Stanchions and ropes are encouraged. Sectional fencing is allowed with a high degree of visual transparency (at least 50% open). Solid or opaque barriers are not allowed.
- Shall not exceed 42" in height and may not include commercial signage.

Example barrier types that meet regulation



- 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.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Request for the use of adjacent on street parking space for outdoor dining instillations requires Parking Office and Building Authority review and approval.

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

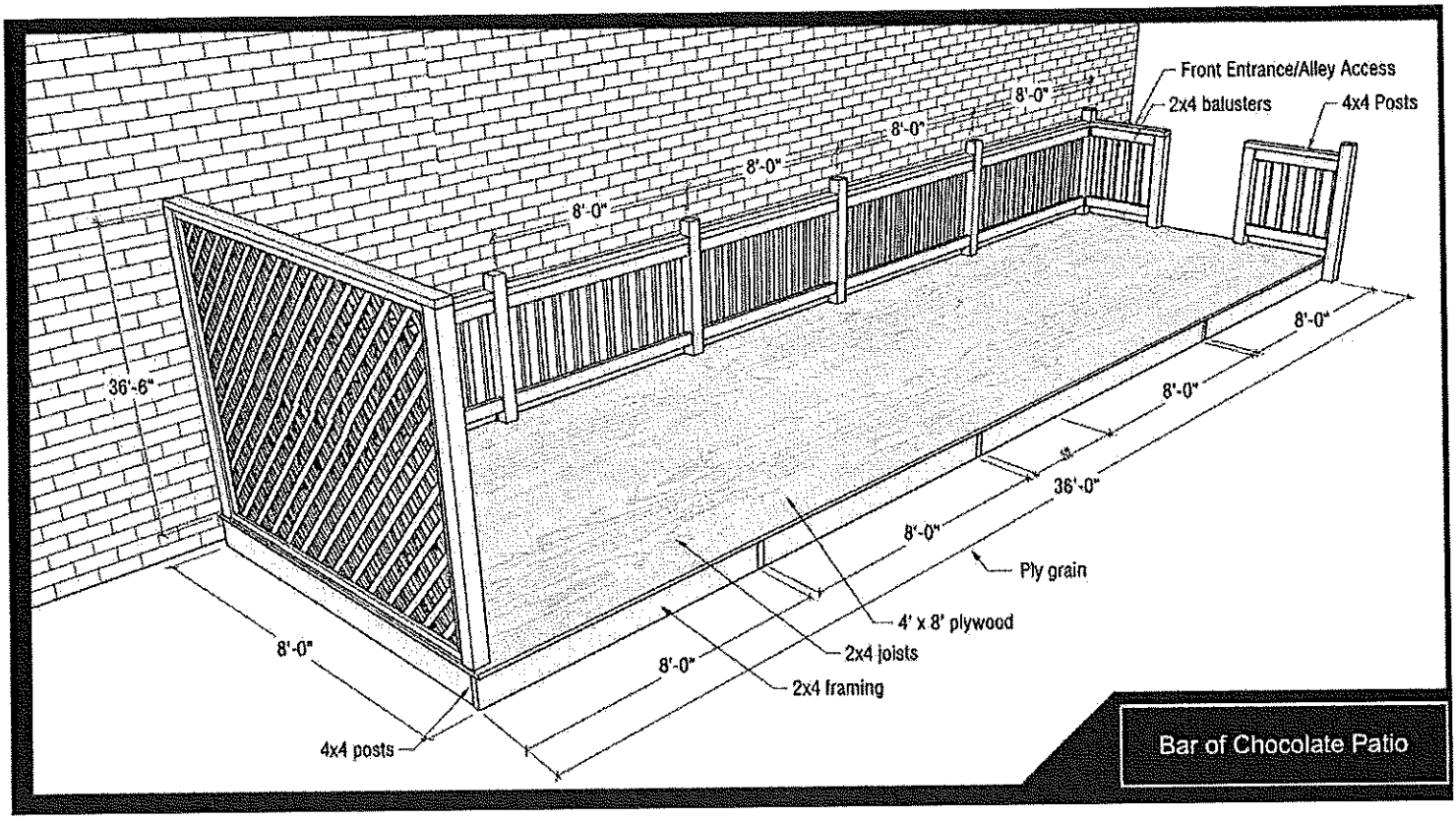
Signature _____ Title Owner Date 06/09/2026

For Administrative Use Only

Amount: _____
Date Paid: _____
CC _____ CA _____ CK _____

Amount: _____
Date Paid: _____
CC _____ CA _____ CK _____

	Request Date / Approval	Notes:
FD:	_____/_____	_____
Health:	_____/_____	_____
PD:	_____/_____	_____
Treasury:	_____/_____	_____
Zoning:	_____/_____	_____



outdoor deck
private

Bar of Chocolate_38 Wharf_Class XI Rest-Lounge

Zachary Finley <zackf@portlandmaine.gov> Thu, May 28, 2026 at 2:51 PM
To: Treasury Division <treasury@portlandmaine.gov>
Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, "McGary, Glen" <glen.mcgary@maine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>

PD approves.
[Quoted text hidden]
--
Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department

Zachary Lenhert <zlenhert@portlandmaine.gov>

Bar of Chocolate_38 Wharf_Class XI Rest-Lounge

Zoning <zoning@portlandmaine.gov> Wed, Jun 3, 2026 at 3:42 PM
To: Zoning <zoning@portlandmaine.gov>
Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, "McGary, Glen" <glen.mcgary@maine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@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 ground floor of 38 Wharf 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]

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

June 10, 2026

Wellington Night Co LLC
110 Thames Street
Portland, ME 04101

Re: Approval of Wellington Night Co LLC, dba The Bar of Chocolate. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 38 Wharf Street

Dear Wellington Night Co LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday June 15, 2026 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 38 Wharf 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,

Z Lenhert

Zachary J. Lenhert
Licensing and Housing Safety Manager

FRAUD ALERT: The City of Portland is aware of a scam involving emails that create fake invoices and request payment for applications, inspections, or permit fees. Please note that the City of Portland will never ask you to wire funds; do not follow any such instructions. If you receive an email you believe to be a scam, please contact bl@portlandmaine.gov.

Legal Advertisement

Notice of Public Hearing
City of Portland

A Public Hearing will be held on June 15, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Wellington Night Co LLC, dba The Bar of Chocolate. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 38 Wharf Street - Sponsored by Danielle P. West, City Manager

State of Maine

Bureau of Alcoholic Beverages & Lottery Operations

Application Copy

File Number: 153073 Job Type: Amendment Application

AMENDMENT TYPE Transfer of Ownership	APPLICATION DATE RECEIVED 2026-05-25
NEW SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Wellington Night Co. LLC	LICENSEE TYPE Limited Liability Company
DOING BUSINESS AS	CORPORATE NUMBER 202609292DC
INCORPORATION DATE 2026-03-25	
CORRESPONDENCE ADDRESS 36 Harvard Common Portland ME 04103	
MAILING ADDRESS	
PHYSICAL ADDRESS	
CONTACT NAME James Mack	PREFERRED CONTACT METHOD Email
CONTACT PHONE (202) 699-9615	ALTERNATE PHONE
FAX	EMAIL Jamesmack96@gmail.com
CORPORATE STRUCTURE	

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
James Mack	Owner		100

ADDITIONAL INFORMATION

PREMISES TYPE	PREMISES NAME
Class A Restaurant/Lounge	The Bar of Chocolate Cafe
OPERATOR	

PHYSICAL ADDRESS
38 Wharf St Portland ME 04101

MAILING ADDRESS
38 Wharf St Portland ME 04101

CONTACT NAME	PREFERRED CONTACT METHOD
James Mack	Email
CONTACT PHONE (202) 699-9615	ALTERNATE PHONE
FAX	EMAIL Jamesmack96@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
   202609292DC

2. What is your expected start date?

   06/15/2026

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

   Yes

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

   No

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

   No

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

   No

9. Will any law enforcement officer directly benefit financially from this license?

   No

10 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

11 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

12 What is the full name and date of birth of the person managing this premises?

James Wellington Mack

DOB: 09/11/1996

13 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

14 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

15 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

16 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

17 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

18 At which address are your business records located?

36 Harvard Common, Portland ME 04103

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

Thursday - Monday 4:00pm - 1:00am

20 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.

Unitarian Church at Congress and Temple

1000feet

21 Do you have a food menu?

Yes
(document uploaded)

22 Describe each area of the premises where alcoholic beverages will be served, consumed, or stored.

Include all interior and exterior areas (e.g., dining rooms, bars, patios, decks, function rooms, etc.) and use names or labels that correspond to your submitted floor plan.

Note: On the PDF provided the pink color is the space for the premises

Beverages will only be served and consumed with in the Open space labeled 'dining room' and by extension the area labeled 'Bar Seating'

Alcohol will primarily be stored in the far back space labeled 'Liquor Storage'. It will also be on shelving behind the bar labeled 'LS1' as well as in cabinets to the left of the bar labeled 'LS2'

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Supplemental Ownership Form	102 Supplemental	

	Ownership Form and Affidavit-2.pdf
Premises Floor Plan	Bar of Chocolate space.pdf
Food Menu	BOC Food Menu.pdf

APPLICANT

James Mack

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:	2. Date of incorporation/registration:	3. State of incorporation:
Wellington Night Co. LLC	03/25/2026	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 (%)
James Mack	09/11/1996	Jamesmack96@gmail.com	36 Harvard Common, Portland ME 04103	Owner	100


Entrance
Dry Storage
Restroom
Restroom
Dining room
SUITE
102
Bar Seating
LS2
POS
LS1
Kitchen
Fridges
HVAC
ABOVE
HVAC
ELEC.
Liquor Storage
MAIL

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:

Wellington Night Co LLC, dba The Bar of Chocolate. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 38 Wharf Street

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 22, 2026

SUBJECT: Resolve 10-25/26 Expressing Support for the Casco Bay Trail Project - Sponsored by the Sustainability and Transportation Committee, Councilor Regina Phillips, Chair

SPONSOR: Sponsored by the Sustainability and Transportation Committee, Councilor Regina Phillips, 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 **Final Action**

Can action be taken at a later date: Yes

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

PRESENTATION: Assistant City Manager Greg Jordan will be available for questions.

I. SUMMARY

II. AGENDA DESCRIPTION

The Sustainability and Transportation Committee voted 2-0 on May 13, 2026, to refer this item to the City Council.

The Portland City Council is asked to express project support and authorize the City Manager to execute an interlocal agreement establishing the Casco Bay Trail Board of Supervisors. This board would serve as a multi-jurisdictional entity designed to coordinate the planning, construction, and (possibly) management of a 24.8-mile interim bicycle and pedestrian trail along the state-owned Berlin Subdivision rail corridor between Portland and Auburn. Prompted by a comprehensive corridor alternatives analysis and passage of S.P. 47 - L.D. 30 in June 2025—which mandates a "trail until rail" removal of inactive tracks—the agreement unites eight corridor municipalities to streamline regional operations and leverage state and federal funds.

Portland's initial financial obligation is limited to a $15,000 match toward the Maine Department of Transportation's $600,000 preliminary planning grant, which is already secured and approved within the City's FY 2027 Capital Improvement Project (CIP) budget. The agreement contains a strict municipal safeguard, explicitly requiring Portland City Council approval during the annual budget process before any future capital, operational, or maintenance funding assessments can be levied on the City.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Maine Legislature passed S.P. 47 - L.D. 30 and the Governor signed into law in June 2025. It directs the Department of Transportation (MaineDOT) to implement the recommendations of the Portland to Auburn Rail Use Advisory Council (RUAC). Specifically, MaineDOT shall, "subject to available funding resources, permitting and municipal agreements, remove state-owned inactive existing railroad track along the section known as the Berlin Subdivision between the City of Portland and the City of Auburn, from a point north of the swing bridge at Back Cove in Portland at or near mile marker 1.7 to mile marker 26.5 in Auburn, and replace

the track with an interim bicycle and pedestrian trail surfaced with pavement or gravel or stone dust on the existing rail bed."

The RUAC was formed in April of 2022 by the MaineDOT Commissioner as a result of L.D. 1133, An Act To Amend the Transportation Laws. In a 2024 split vote, the RUAC endorsed a "trail until rail" alternative for Berlin Subdivision rail corridor. This issue was considered by Portland's Sustainability & Transportation Committee in late 2024, although no action was taken. Portland's Legislative & Nominating Committee voted to endorse L.D. 30 and authorized the Mayor to submit a letter supporting the trail-until-rail alternative for the corridor.

The Casco Bay Trail has been prioritized in the Portland Area Comprehensive Transportation System's (PACTS) Regional Trail Plan and identified in Connect 20250, the region's long range transportation plan.

MaineDOT has allocated $600,000 to support preliminary planning of the Casco Bay Trail, which includes a combination of federal and state funding and will require a 10 percent match from municipalities. Because the trail corridor passes through multiple municipalities, MaineDOT recommends establishing a single multi-jurisdictional entity to coordinate among municipalities and serve as a single partner with the State.

The Greater Portland Council of Governments (which manages PACTS) is facilitating a process to convene the municipalities along the trail corridor and assist with the establishment of an appropriate multi-jurisdictional entity. The model recommended is an interlocal agreement that establishes the Casco Bay Trail Board of Supervisors to oversee and coordinate the planning, construction and (potentially) operations and maintenance of the multi-use interim trail along the 24.8-mile stretch of state-owned railroad track between Portland and Auburn. There is precedent for this approach to infrastructure projects spanning multiple municipalities. For example, the municipalities along the Mountain Division Trail, the Merrymeeting Trail, and the Kennebec River Trail have created interlocal entities to facilitate different parts of trail development, construction, and maintenance.

City of Portland staff participated in GPCOG's process to develop a draft inter-local agreement. The draft agreement was developed in collaboration with Corporation Counsel.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The City Council's 2026 Common Goals include a goal of reducing pedestrian and bicyclist fatalities. The Casco Bay Trail project supplements the local and regional multi-use trail network, diversifies the regional transportation system, and provides a new opportunity for commuting and recreation.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Approve Resolve #___ and authorize the City Manager to execute the interlocal agreement.

VIII. LIST ATTACHMENTS

1. Resolve - Expressing Support for Casco Bay Trail Project
2. Casco Bay Trail Interlocal Agreement
3. ST Committee_Casco Bay Trail_05-13-2026
4. Casco Bay Trail Alliance Presentation

Prepared by:
Date: 05/22/2026

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 EXPRESSING SUPPORT FOR THE CASCO BAY TRAIL PROJECT

WHEREAS, the Maine Legislature passed and the Governor signed into law Resolve 2025, Chapter 24 (L.D. 30) which directed the Department of Transportation (MaineDOT) to implement the recommendations of the Portland to Auburn Rail Use Advisory Council (RUAC); and

WHEREAS, the RUAC recommended construction of a multi-use trail on the decommissioned Berlin Subdivision rail corridor ("Casco Bay Trail") between the City of Portland and the City of Auburn, until such future time that passenger rail is determined to be feasible and justified; and

WHEREAS, the Casco Bay Trail has been prioritized in the Portland Area Comprehensive Transportation System's (PACTS) Regional Trail Plan and identified in Connect 2050, the region's long range transportation plan; and

WHEREAS, the Casco Bay Trail project supplements the local and regional multi-use trail network, diversifies the regional transportation system, and provides a new safe opportunity for commuting and recreation; and

WHEREAS, expanding the City's multi-use trail network is instrumental in achieving progress on the City Council's 2026 Common Goals, which include a goal of reducing pedestrian and bicyclist fatalities; and

WHEREAS, the MaineDOT has committed $600,000 to support preliminary planning and design of the Casco Bay Trail, provided that participating municipalities contribute collectively a 10 percent local match; and

WHEREAS, the City of Portland included its share of the local match (up to $15,000) for the preliminary planning for the Casco Bay Trail in its FY 2027 Capital Improvement Program, which was approved by the City Council on April 27, 2026; and

WHEREAS, the Greater Portland Council of Governments convened the impacted municipalities along the trail corridor to establish the Casco Bay Trail Board of Supervisors, subject to municipal approvals of an interlocal agreement, to oversee

and coordinate the planning, and potential construction, operations, and maintenance of the trail in coordination with MaineDOT; and

WHEREAS, MaineDOT's Local Cost Share Policy, updated December 2, 2024, establishes that for federally funded projects included in the MaineDOT Work Plan, including active transportation facilities such as multi-use trails, MaineDOT and the local partners shall evenly divide the non-federal share, typically resulting in a ten percent (10%) local cost share.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Portland hereby expresses its support for the Casco Bay Trail project and desires to see the project expeditiously planned, designed, and constructed, subject to acquisition of sufficient funding and all required permitting and municipal agreements; and,

BE IT FURTHER RESOLVED, that the City Council of the City of Portland endorses the formation of the Casco Bay Board of Supervisors; and,

BE IT FURTHER RESOLVED, that approval of this Resolve does not commit the City of Portland to appropriate any future funding for this project beyond the amount already committed in the FY 2027 Capital Improvement Program and that any appropriation of future local funding for the costs of planning, design, construction, and maintenance of Portland's share of the Casco Bay Trail shall be at the sole discretion of the City Council of the City of Portland.

CASCO BAY TRAIL BOARD OF SUPERVISORS INTERLOCAL AGREEMENT

THIS CASCO BAY TRAIL BOARD OF SUPERVISORS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the signatories hereto, acting by and through their governing bodies, which signatories shall include at least three of the following Maine municipalities**:** Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn (each signatory, individually, a "Party" and, collectively, the "Parties").

WITNESSETH

WHEREAS, on June 20, 2025, the Governor signed into law LD 30, Resolve, to Direct the Department of Transportation to Implement the Recommendations of the Portland to Auburn Rail Use Advisory Council ("Resolve"), authorizing an interim bicycle and pedestrian trail on state-owned inactive existing railroad track between the City of Portland and the City of Auburn, from mile marker 1.7 in Portland to mile marker 26.5 in Auburn (the "Casco Bay Trail"); and

WHEREAS, the state-owned railroad corridor extends from Portland to Auburn, linking two of the largest metropolitan areas in the state; and

WHEREAS, the corridor connects places of beauty in the region, crossing the Royal River in Auburn and New Gloucester, abutting Chandler Brook in North Yarmouth, crossing back over the Royal River in Yarmouth, running parallel to the coast in Cumberland, passing over the Presumpscot River in Falmouth, and ending at the Portland terminus in Casco Bay; and

WHEREAS, developing a multi-use interim trail along this corridor would allow people to safely commute and recreate in a traffic-separated corridor, reduce traffic and carbon emissions, spur economic growth, and improve public health and community life; and

WHEREAS, the Parties desire to enter into this Agreement for cooperative action pursuant to the Maine Interlocal Cooperation Act, 30-A M.R.S. §§ 2201-2208, to create the Casco Bay Trail Board of Supervisors

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 – PURPOSE

1.1 The purpose of this Agreement is to facilitate discussion among the Member Municipalities and Associate Members (defined below) regarding the Casco Bay Trail; to establish a collaborative governance framework to plan, design, construct, and maintain the Casco Bay Trail and related facilities and trails; and to collaborate with the Maine Department of Transportation, members of the community, and other stakeholders with respect to each of these goals.

1.2 This Agreement is made pursuant to the authority granted to the Parties by the Maine Interlocal Cooperation Act, 30-A M.R.S. §§ 2201-2208, (the "Act"). The Parties hereto are public agencies within the meaning of the Act.

ARTICLE 2 – ADMINISTRATION

A. Member Municipalities

2.1 **Minimum Municipal Participation Required.** The municipalities of Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn, each of which appointed representatives to the Portland to Auburn Rail Use Advisory Council, which met from April 2022 to January 2023, are referred to herein as the "RUAC Municipalities." This Agreement shall not take effect unless it is approved by the governing bodies of at least three RUAC Municipalities and an executed copy of this Agreement is filed with the Maine Secretary of State by September 1, 2026 (the "Effective Date").

2.2 **Additional Municipal Participation Allowed.** After the Effective Date, additional municipalities may become parties to this Agreement as follows:

2.2.1 A RUAC Municipality that is not a Party as of the Effective Date shall become a party to this Agreement immediately upon approval of this Agreement by its legislative body, without further action by any other Party. The RUAC Municipality shall deliver an attested copy of the approval to the Fiscal Agent (defined below).

2.2.2 Any Maine municipality other than the RUAC Municipalities may become a party to this Agreement by written amendment to this Agreement upon (i) approval the municipality's governing body, (ii) a majority vote of the Board of Supervisors (defined below), and (iii) filing of an executed copy of the amendment to this Agreement with the Maine Secretary of State.

2.3 **Member Municipalities**. Any municipality that is made a party to this Agreement by operation of Paragraphs 2.1, 2.2.1, or 2.2.2 is a "Member Municipality."

B. Administrator—Board of Supervisors

2.4 **Formation.** A board is hereby created and is designated as the Casco Bay Trail Board of Supervisors (hereinafter "Board"), which shall be the joint board and administrative entity created pursuant to 30-A M.R.S. § 2203(3)(A) for the undertaking contemplated in this Agreement.

2.5 **Supervisors.** The municipal officers of each Member Municipality shall appoint one voting supervisor and one alternative supervisor, who shall, in all cases, be municipal officers, municipal officials, or employees of the municipality. Both voting supervisors and alternate supervisors may attend and participate in Board meetings. Each municipality shall have one vote. Alternate supervisors shall only vote and be counted for purposes of quorum if the voting supervisor from their municipality is absent or unable to vote. Voting supervisors and alternative supervisors shall serve at the pleasure of their respective appointing authority.

2.6 **Associate Members.**

2.6.1 Upon invitation of the Board, one representative from each of the Greater Portland Council of Governments, the Androscoggin Valley Council of Governments, and the Casco Bay Trails Alliance (the "Associate Members") may serve as a non-voting Board representative on the Board. Additionally, any RUAC Municipality that is not a Party to this Agreement may appoint a representative to serve as an Associate Member without voting privileges. Each Associate Member shall appoint their respective representative.

2.6.2 Representatives of Associate Members shall be permitted to attend and participate in any meetings of the Board, but may not vote and are not counted for purposes of quorum. The representative of an Associate Member may be delegated, by a majority vote of the Board and subject to the Associate Member's consent, any of the Board's powers and duties, including serving as the Fiscal Agent or otherwise assisting with the administration of this cooperative undertaking. Associate Members may enter into contracts with the Board to provide any functions, programs, or services deemed necessary or prudent to achieve the objectives of this Agreement.

2.6.3 The Board may adopt procedures to allow other municipalities, state or federal agencies, or nonprofit corporations that are not parties to this Agreement to become Associate Members.

C. Governance; Meetings of the Board

2.7 The Board supervisors shall provide a means for electing a Chair and such other officers as deemed necessary and shall define the number of Board supervisors necessary to constitute a quorum. Alternate supervisors and Associate Member representatives may not serve as Board officers.

2.8 The Board supervisors may adopt by-laws and may establish rules of procedure and policies for the operation and administration of the Board.

2.9 All meetings and records of the Board shall be governed by the provisions of the Maine Freedom of Access Act (1 M.R.S. §§ 400-521, as may be amended).

ARTICLE 3 – DUTIES AND POWERS OF THE BOARD

3.1 The Board shall have all the duties and powers, privileges, and authorities granted to it by the Act, and may exercise such powers to accomplish the following:

a. Facilitate, assist, and oversee the planning, design, construction, and maintenance of the Casco Bay Trail.
b. Create and implement policies to achieve the purposes of this Agreement.
c. Develop and adopt rules for the use of the Casco Bay Trail.
d. Update and make recommendations to Member Municipalities.
e. Develop a long-range work plan and an annual work plan based on the long-range plan.
f. Develop and administer an annual budget subject to Article 4
g. Accept and coordinate in-kind services.
h. Pursue and accept conditional and unconditional gifts, grants, and donations, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized by a two-thirds vote of the full Board.
i. Accept funds from state, federal, and other sources.
j. Enter into agreements with Member Municipalities.
k. Negotiate and execute contracts to purchase goods and services.
l. Work with Maine Department of Transportation, other state agencies and departments (such as the Maine Department of Conservation), the National Park Service and other federal agencies and departments,

regional planning entities, local governments, nonprofit organizations, and members of the public to fulfill the purposes of this Agreement.

m. Employ personnel.
n. Hold and dispose of personal property and real estate, including by sale or lease, transferred to or from or administered by the Board.
o. Invest funds in accordance with 30-A M.R.S. §§ 5706-5719.
p. Establish, maintain, and expends funds from a reserve or contingency fund.
q. Administer the day-to-day operations of this cooperative undertaking.
r. Track and record data, submit reports, and otherwise ensure compliance with the terms and conditions of this Agreement, any grant agreements, and any other contracts entered into by or on behalf of the Board or its Member Municipalities in furtherance of this cooperative undertaking.
s. Carry out any other responsibilities that are necessary or appropriate to fulfill the purposes of this Agreement.

ARTICLE 4 – MANNER OF FINANCING

4.1 **Fiscal Year.** The Board shall operate on a July 1 to June 30 fiscal year.

4.2 **Funding Sources.** The activities of the Board may be financed from any of the following sources: (i) state or federal funds; (ii) assessments of local contributions on Member Municipalities, subject to this Article 4; (iii) membership or other fees collected from Member Municipalities, Associate Members, and third-party users of the Casco Bay Trail; (iv) donations, charitable or governmental grants, or similar funding sources, as the Board deems appropriate; and (v) any other funding source or miscellaneous revenue approved by the Board.

4.3 **Annual Operating Budget.** The Board shall prepare and approve an annual operating budget to fund the Board's activities for the following fiscal year. The budget shall include all anticipated revenues and all costs associated with funding the Board's activities. Prior to preparing the first annual operating budget, the Board shall adopt a policy describing the manner of financing this cooperative undertaking, which shall be binding upon the Parties and which shall contain, at minimum, (i) the cost-sharing arrangement as between the Parties, if any, and (ii) the process and timeline for preparing, approving, and implementing the annual operating budget.

4.4 **Prior Authorization Required for Municipal Funding.** If the Board proposes, as part of any annual operating budget, to assess a contribution or fee on

any Member Municipality, the Board shall prepare and provide the proposed annual budget to each such Member Municipality using the process required by the Member Municipality and in such timeframe to allow the proposal to be considered by the governing and legislative bodies of each such Member Municipality as part of the Member Municipality's budget process for the next fiscal year.

4.5 **Expenditure of Funds.** All funds of the Board may be expended by the Board in a manner consistent with this Agreement, any applicable contracts and grant agreements, and state and federal regulations. Fund balances may, at the discretion of the Board, be used to reduce the Board's operating costs, be accrued in reserve and contingency funds, or be equitably credited or rebated to each member Municipality. Anticipated carryover funds at the end of a fiscal year may be returned to the Board to support its continued growth and reduce Member Municipality costs in succeeding fiscal years.

4.6 **Invoices; Payments Due**. The Board shall determine the process, schedules, and deadlines related to invoicing and payments due consistent with this Agreement and applicable law.

4.7 **Fiscal Agent.** The Board may enter into an agreement with a Member Municipality or Associate Member to act as the fiscal agent of the Board ("Fiscal Agent"). The Fiscal Agent, under the direction of the Board, shall maintain the accounts of the Board, including without limitation its operating budget accounts; may contract for, purchase, and hold title to equipment and property on behalf of the Board; and shall perform any other functions concerning the fiscal management of this cooperative undertaking. The Fiscal Agent shall accept, account for, and disburse funds in accordance with the terms of this Agreement and the Board's policies.

4.8 **Personnel.** To the extent the Board determines that this cooperative undertaking requires or benefits from having personnel, the Board may enter into an agreement with a Member Municipality, an Associate Member, or the Fiscal Agent to serve as the employer for the Board. The employer shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving the Board. In making such employment decisions, the employer shall solicit and consider the recommendations of the Board.

ARTICLE 5 – PROPERTY

5.1 Unless otherwise provided by the Board, all real property and improvements acquired or developed pursuant to this Agreement shall be held by the municipality in which such property and improvements are located.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 Any dispute, controversy, or claim ("Dispute") arising out of or relating to this Agreement shall be resolved as follows:

6.1.1 The parties to the Dispute shall negotiate in good faith and attempt to resolve the Dispute within 30 days after the date that an aggrieved party has given written notice of such dispute to the Board.

6.1.2 If the Dispute has not been resolved within 30 days, any party may serve written notice on the other parties to the dispute and on the Board a request for non-binding mediation. The mediation shall be conducted in Portland, Maine, by a mediator mutually agreeable to the supervisor representing the aggrieved party and the supervisors representing the other parties to the dispute and shall not exceed one full day or two half days in length, and shall be completed within 60 days from the date of receipt of a request for mediation. The aggrieved party shall be responsible for the costs of the mediator. If the aggrieved party and the supervisor(s) representing the other party to the dispute are unable to resolve the dispute through mediation within 60 days, the parties and the Board reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County or Androscoggin County, Maine.

6.1.3 Unless otherwise directed by the Board, the Municipal Members shall continue performance under this Agreement while matters in dispute are being resolved.

ARTICLE 7 – TERM, AMENDMENT, TERMINATION

7.1 The term of this Agreement shall be 20 years (the "Term"), commencing on the Effective Date.

7.2 This Agreement may be amended by mutual written agreement of the Member Municipalities.

7.3 This Agreement may be terminated and the Board dissolved by a two-thirds vote of the full Board. Prior to termination and dissolution, the Board, by written agreement, shall make suitable provision for the equitable division among the

Member Municipalities of the assets and liabilities of the Board, if any, in accordance with any grant agreements, any bylaws or policies adopted by the Board, and any limitations on funds contributed by the Member Municipalities.

ARTICLE 8 – WITHDRAWAL OF MEMBER MUNICIPALITIES

8.1 A Member Municipality may withdraw from this Agreement at the end of a fiscal year subject to each of the following conditions:

a. Withdrawal shall be authorized by the governing body of the withdrawing Member Municipality.
b. The withdrawing Member Municipality shall give written notice of its intent to withdraw at least ninety (90) days prior to the commencement of the fiscal year.
c. At or prior to the time of withdrawing, the withdrawing Member Municipality shall comply with any outstanding obligations incurred pursuant to this Agreement that have been previously authorized by the Member Municipality's budgeting process pursuant to Article 4.
d. The withdrawal shall be effectuated by amendment to this Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

9.2 If any provision in this Agreement or any application hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby, but the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible.

9.3 This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or written, between the Parties at the time of execution of this Agreement.

9.4 Nothing in this Agreement shall be construed to or operate in any practical effect to waive any defense, immunity, limitation of liability, limitation of actions, or other protections available to each Party hereto or any RUAC Municipality or other Maine municipality that becomes a party to this Agreement after the Effective Date

pursuant to applicable law, including the Maine Tort Claims Act, 14 M.R.S.A. § 8101, *et seq*.

9.5 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be duly executed by their duly authorized representatives who, by their signatures below, attest that they have the power and authority to bind their respective Party.

CITY OF AUBURN

By: _____ Date: _____
Its: _____

CITY OF PORTLAND

By: _____ Date: _____
Its: _____

TOWN OF CUMBERLAND

By: _____ Date: _____
Its: _____

TOWN OF FALMOUTH

By: _____ Date: _____
Its: _____

TOWN OF NEW GLOUCESTER

By: _____ Date: _____
Its: _____

TOWN OF NORTH YARMOUTH

By: _____ Date: _____
Its: _____

TOWN OF POWNAL

By: _____ Date: _____
Its: _____

TOWN OF NORTH YARMOUTH

By: _____ Date: _____
Its: _____

City of Portland | Executive Department
Danielle P. West, *City Manager*

To: Sustainability and Transportation Committee
Councilor Regina Phillips, Chair

MEETING DATE
May 13, 2026

AGENDA ITEM
Agenda Item #3C - Casco Bay Trail

PURPOSE
Review and recommend the City Council approve a resolution of support for the project and the Interlocal Agreement to form the Casco Bay Trail Board of Supervisors.

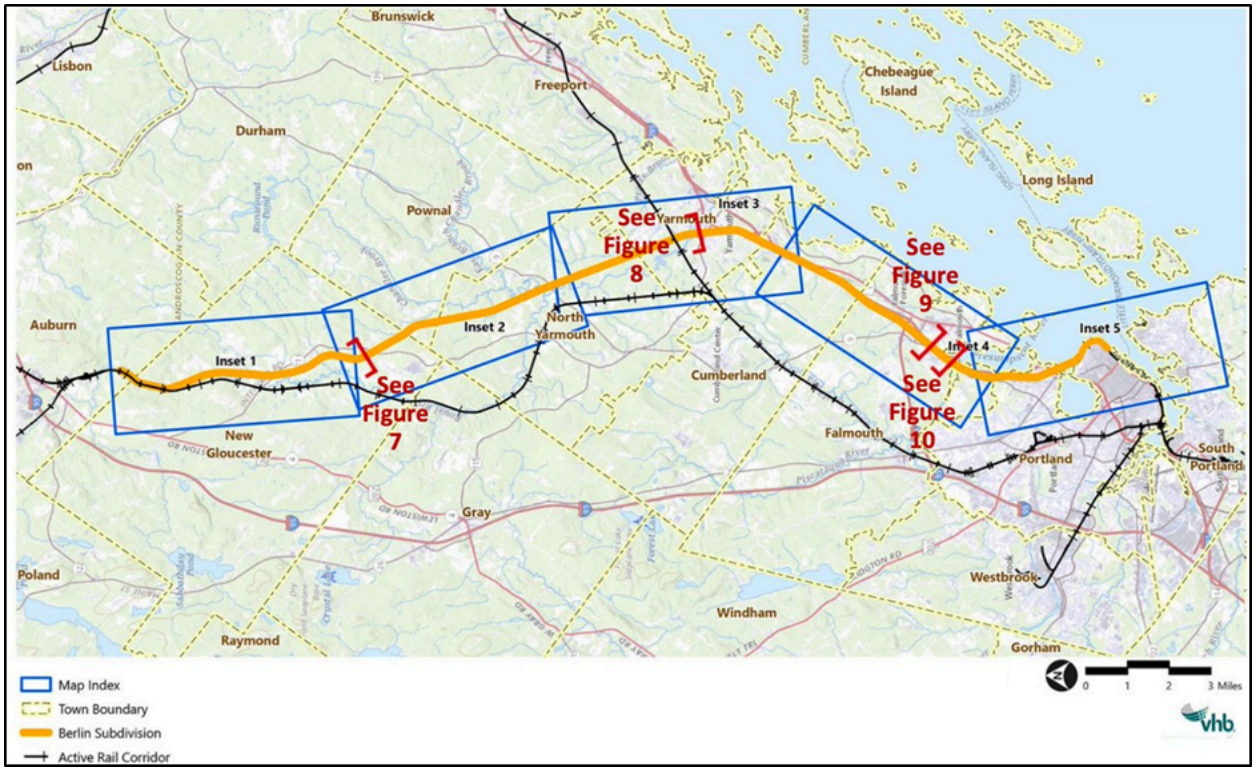
COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT
The City Council's 2026 Common Goals include a goal of reducing pedestrian and bicyclist fatalities. The Casco Bay Trail project supplements the local and regional multi-use trail network, diversifies the regional transportation system, and provides a new opportunity for commuting and recreation.

BACKGROUND/ANALYSIS
The Maine Legislature passed S.P. 47 - L.D. 30 and the Governor signed into law in June 2025. It directs the Department of Transportation (MaineDOT) to implement the recommendations of the Portland to Auburn Rail Use Advisory Council (RUAC). Specifically, MaineDOT shall, "subject to available funding resources, permitting and municipal agreements, remove state-owned inactive existing railroad track along the section known as the Berlin Subdivision between the City of Portland and the City of Auburn, from a point north of the swing bridge at Back Cove in Portland at or near mile marker 1.7 to mile marker 26.5 in Auburn, and replace the track with an interim bicycle and pedestrian trail surfaced with pavement or gravel or stone dust on the existing rail bed."

The RUAC was formed in April of 2022 by the MaineDOT Commissioner as a result of L.D. 1133, *An Act To Amend the Transportation Laws*. In a 2024 split vote, the RUAC endorsed a "trail until rail" alternative for Berlin Subdivision rail corridor. This issue was considered by Portland's Sustainability & Transportation Committee in late 2024, although no action was taken. Portland's Legislative & Nominating Committee voted to endorse L.D. 30 and authorized the Mayor to submit a letter supporting the trail-until-rail alternative for the corridor.

Figure 1 provides an illustration of the trail corridor.

Figure 1: SLR Corridor



The Casco Bay Trail has been prioritized in the Portland Area Comprehensive Transportation System's (PACTS) Regional Trail Plan and identified in Connect 20250, the region's long range transportation plan.

MaineDOT has allocated $600,000 to support preliminary planning of the Casco Bay Trail, which includes a combination of federal and state funding and will require a 10 percent match from municipalities. Because the trail corridor passes through multiple municipalities, MaineDOT recommends establishing a single multi-jurisdictional entity to coordinate among municipalities and serve as a single partner with the State.

The Greater Portland Council of Governments (which manages PACTS) is facilitating a process to convene the municipalities along the trail corridor and assist with the establishment of an appropriate multi-jurisdictional entity. The model recommended is an interlocal agreement that establishes the Casco Bay Trail Board of Supervisors to oversee and coordinate the planning, construction and (potentially) operations and maintenance of the multi-use interim trail along the 24.8-mile stretch of state-owned railroad track between Portland and Auburn. There is precedent for this approach to infrastructure projects spanning multiple municipalities. For example, the municipalities along the Mountain Division Trail, the Merrymeeting Trail, and the Kennebec River Trail have created interlocal entities to facilitate different parts of trail development, construction, and maintenance.

City of Portland staff participated in GPCOG's process to develop a draft inter-local agreement. The draft agreement (Attachment A) was developed in collaboration with Corporation Counsel. The major terms are summarized below:

Governance & Membership

- Member Municipalities: Restricted initially to the "RUAC Municipalities": Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn. Other Maine municipalities may join later via written amendment and a majority Board vote.
- Board of Supervisors: The governing body consists of one voting supervisor and one alternate from each Member Municipality. Each municipality holds one vote.
- Associate Members: Non-voting roles are available for representatives from the Greater Portland Council of Governments, the Androscoggin Valley Council of Governments, and the Casco Bay Trails Alliance.

Effective Date & Term

- Effective Date: The agreement takes effect once approved by at least three RUAC Municipalities and filed with the Maine Secretary of State, which must occur by September 1, 2026.
- Term: The agreement is set for a duration of 20 years from the effective date.

Administration & Powers

The Board is authorized to:

- Oversee trail design, construction, and maintenance.
- Negotiate contracts, employ personnel, and manage real or personal property.
- Apply for and accept state/federal funds, grants, and donations.
- Designate a Fiscal Agent (a Member Municipality or Associate Member) to maintain accounts and hold title to equipment on the Board's behalf.

Financing & Budgeting

- Fiscal Year: Operates from July 1 to June 30.
- Funding: Sources include grants or other government funds, assessments or fees from members, and private donations.
- Municipal Obligations: The Board cannot assess fees or contributions on a Member Municipality without prior authorization from that municipality's own governing body during its annual budget process.

Disputes, Withdrawal & Dissolution

- Dispute Resolution: Disputes must first be addressed through 30 days of good-faith negotiation, followed by non-binding mediation in Portland, Maine. If unresolved, parties may file civil action in Cumberland or Androscoggin County.
- Withdrawal: A municipality may withdraw at the end of a fiscal year by providing 90 days' notice and fulfilling any outstanding financial obligations.

- Dissolution: The Board may be dissolved by a two-thirds vote of the full Board, provided there is an equitable division of assets and liabilities among members.

FISCAL IMPACT
Portland's only initial financial obligation is up to $15,000, in conjunction with contributions from partner municipalities, to match MaineDOT's $600,000 allocation of federal and state funding. This amount will support preliminary planning activities and is included in the FY 2027 CIP approved by the City Council on April 27, 2026.

In the event the Casco Bay Board of Supervisors is formed through an approved interlocal agreement, the board will have the authority to take actions related to planning and constructing the trail. To fund those activities, the board will work with MaineDOT to secure federal and state funding, solicit private donations, and assess funding contributions from member municipalities.

As noted above, any board approved funding assessments required from member municipalities would be reviewed by the City Council as part of its regular operating budget process.

The estimated cost to plan and construct the entire trail is $47-55 million. While it is anticipated that most of this cost would be covered by federal and state funding, staff anticipate that at least 10% would need to come from member municipalities and/or private donations.

The annual operating and maintenance expense is estimated to be approximately $100-200k per year. At this time, it is not clear whether the Board of Supervisors would coordinate operating activities directly with municipal funding support, or if municipalities would handle operations directly.

CONCLUSION(S)
Recommend approval of the draft resolution and Casco Bay Trail Interlocal Agreement by the City Council.

PRIOR COUNCIL/COMMITTEE REVIEW
City Council (September 9, 2021) - Passed Resolve 1-21/22
Sustainability & Transportation Committee (January 11, 2023) - Staff Presentation
Sustainability & Transportation Committee (March 8, 2023) - Staff Presentation
Sustainability & Transportation Committee (October 9, 2024) - Staff Presentation
Sustainability & Transportation Committee (April 8, 2026) - Staff Presentation

PREPARED BY

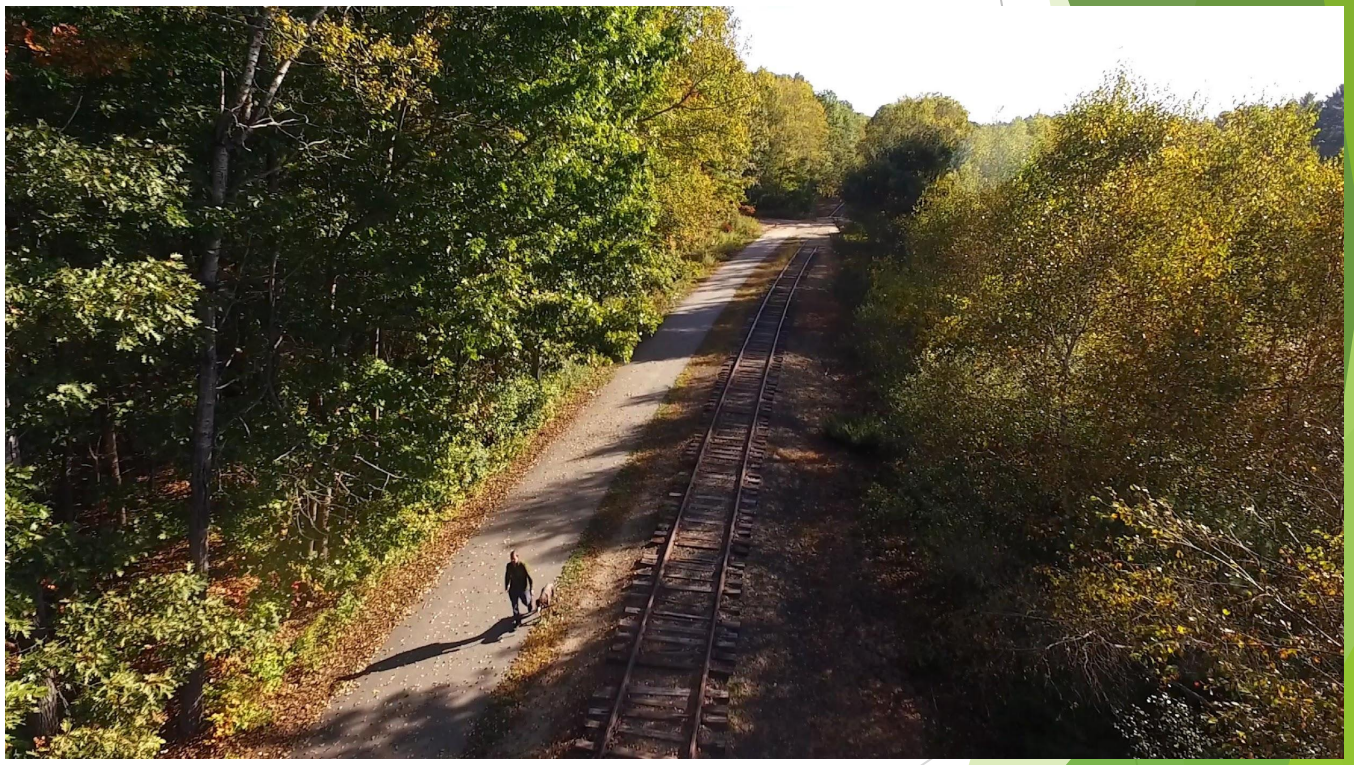
Greg Jordan
Assistant City Manager
Executive Department

ATTACHMENTS
Attachment A - Draft Council Resolution
Attachment B - Draft Interlocal Agreement

CASCO BAY TRAIL ALLIANCE

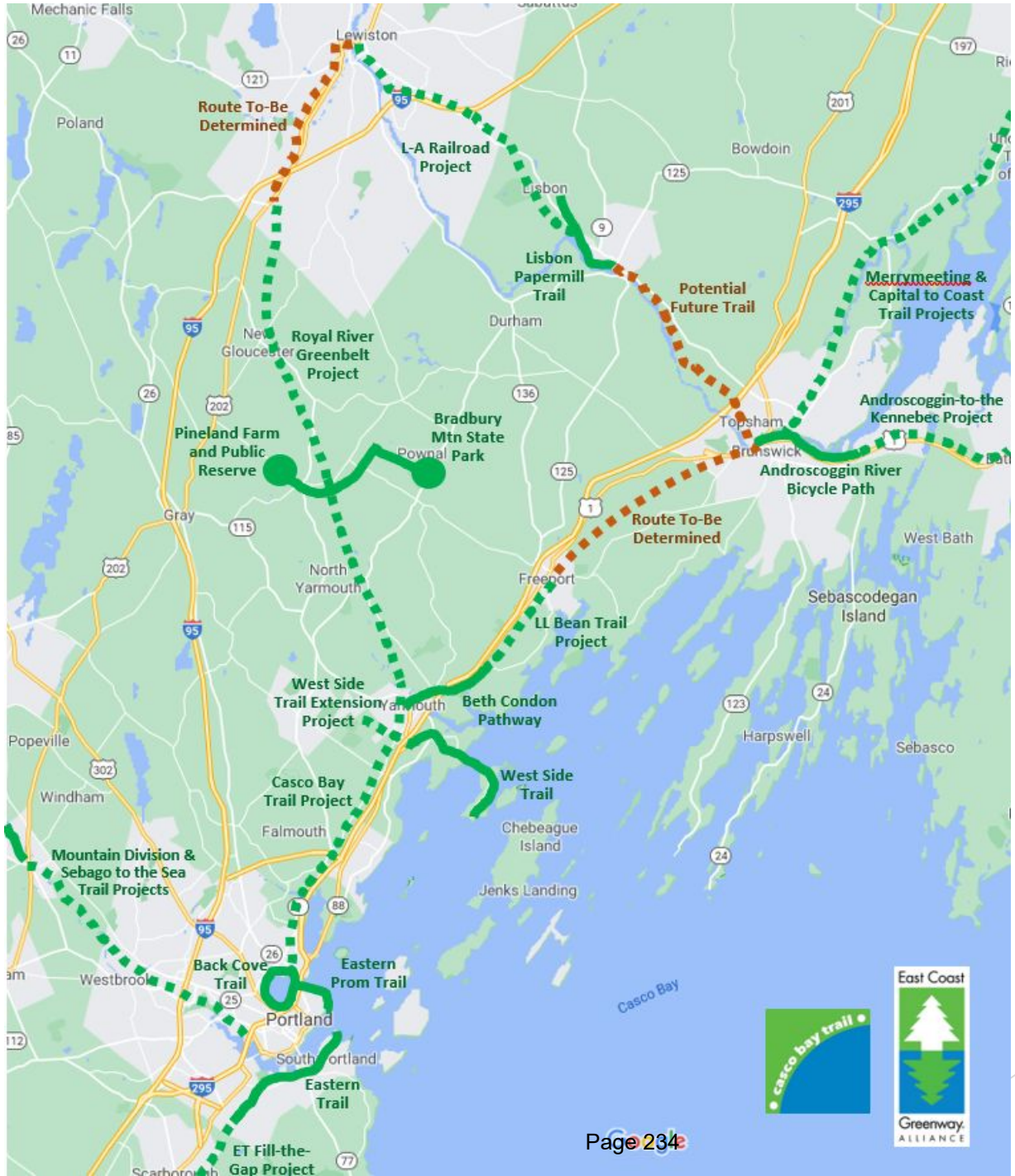
Overview

- Introduction to Casco Bay Trail Alliance Vision
- Brief explanation about benefits of trail
- Connections to Roux Institute
- Connections to Portland trails and other long-distance trails

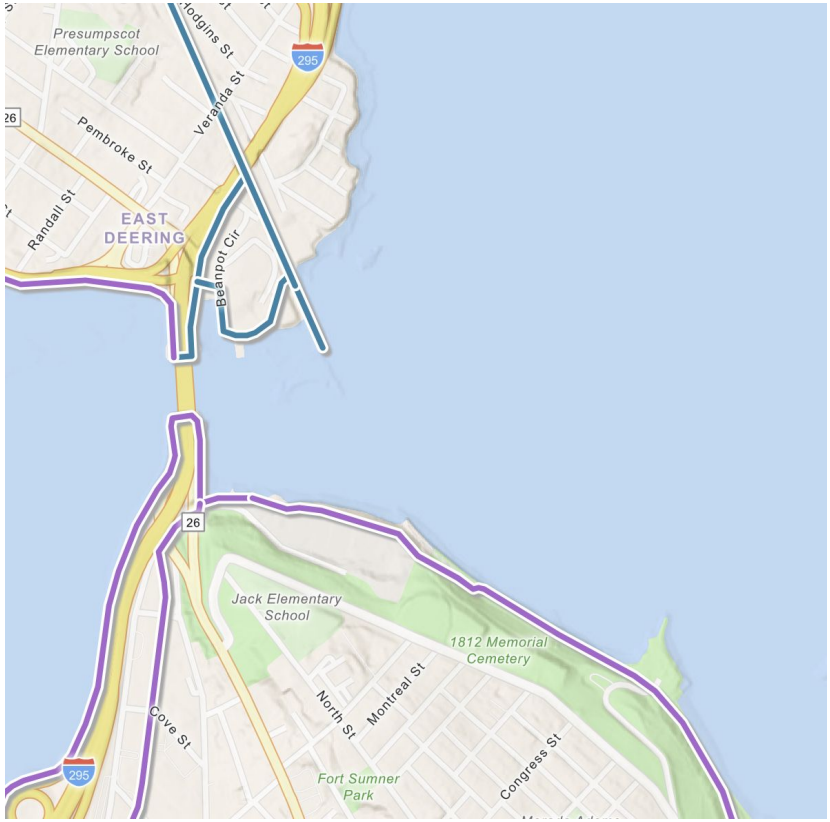


Introduction to Casco Bay Trail Alliance

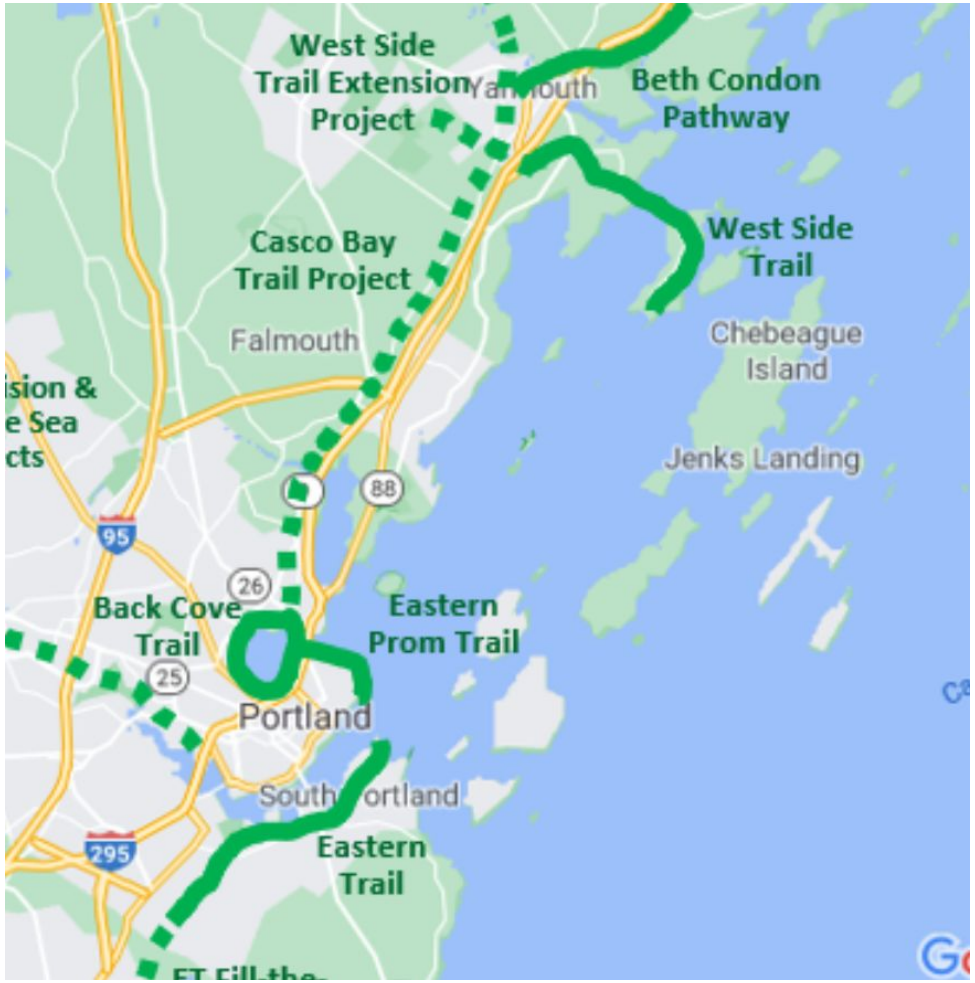
- 72 mile loop connecting Portland, Lewiston / Auburn, and Brunswick
- Includes a 26-mile state-owned corridor from Portland to Auburn
- Portland terminus of the trail is in East Deering, right next to Roux Institute campus


Mechanic Falls
Lewiston
Route To-Be Determined
Poland
L-A Railroad Project
Bowdoin
Lisbon
Lisbon Papermill Trail
Potential Future Trail
Merrymeeting & Capital to Coast Trail Projects
Durham
New Gloucester
Royal River Greenbelt Project
Androscoggin-to-the Kennebec Project
Bradbury Mtn State Park
Pineland Farm and Public Reserve
Topsham
Brunswick
Androscoggin River Bicycle Path
Gray
Route To-Be Determined
West Bath
North Yarmouth
Freeport
Sebascodegan Island
LL Bean Trail Project
West Side Trail Extension Project
Beth Condon Pathway
Harpswell
Sebasco
Popeville
Windham
Casco Bay Trail Project
West Side Trail
Falmouth
Chebeague Island
Mountain Division & Sebago to the Sea Trail Projects
Jenks Landing
Back Cove Trail
Eastern Prom Trail
Westbrook
Portland
Casco Bay
South Portland
Eastern Trail
ET Fill-the-Gap Project
East Coast Greenway ALLIANCE
casco bay trail

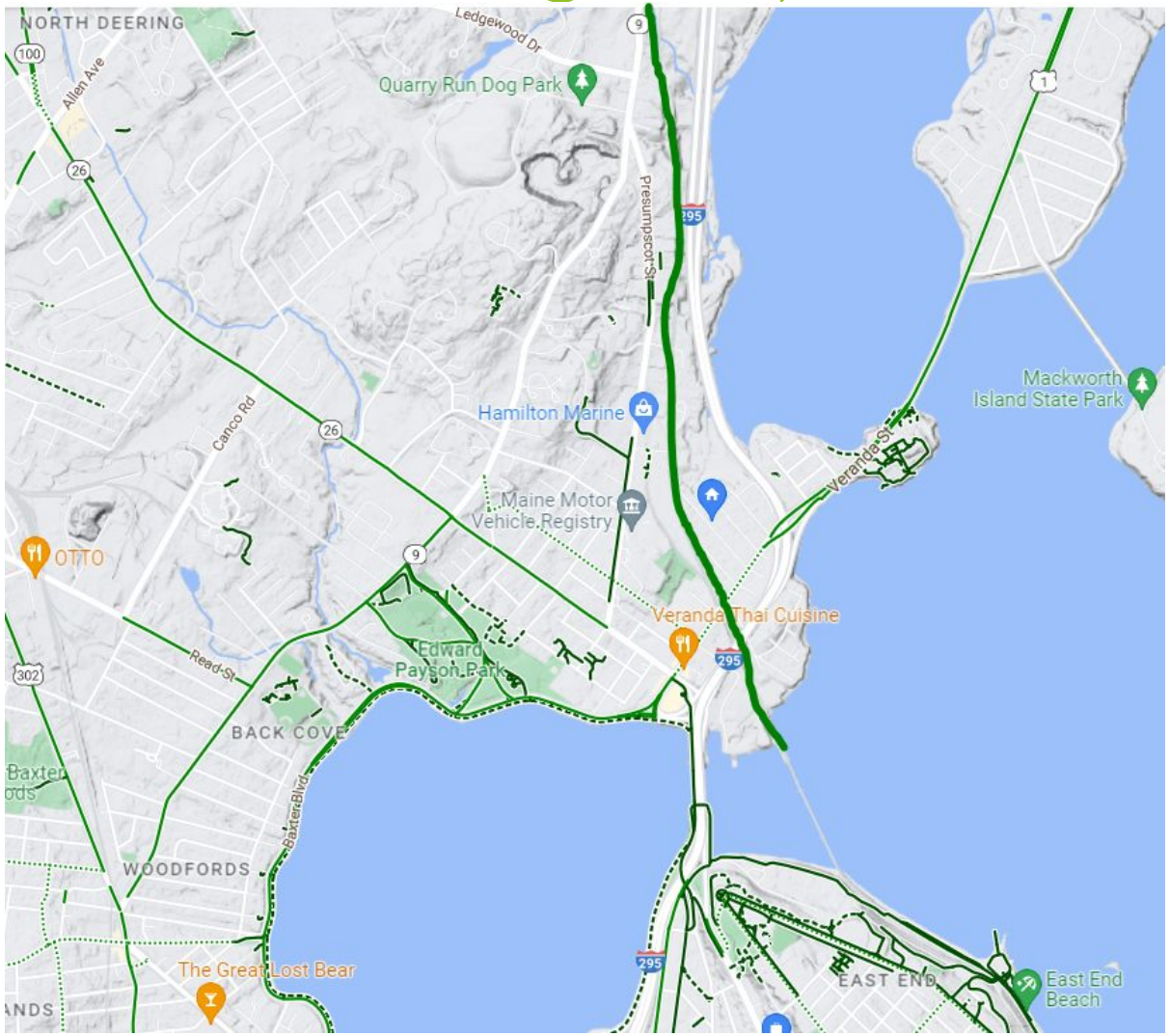
Extension of the Same Corridor as the Eastern Prom



Casco Bay Trail from Yarmouth to Portland



Casco Bay Trail- Portland (highlighted in dark green)





Benefits of the Casco Bay Trail

- Sustainability -
  - fewer car trips
  - connects to public transit – BREEZ, Metro Bus Lines 7 and 9A, 9B
- Safety – Walk, bike, access the outdoors without danger from vehicle traffic
- Public health – enjoying the outdoors for mental and physical health
- Accessible to all users - bikes, walking and running, wheelchairs, strollers, and more
  - Providing safe transit for aging Mainers, children, and people who do not have cars
- Economic benefits – e.g., study about Eastern Trail

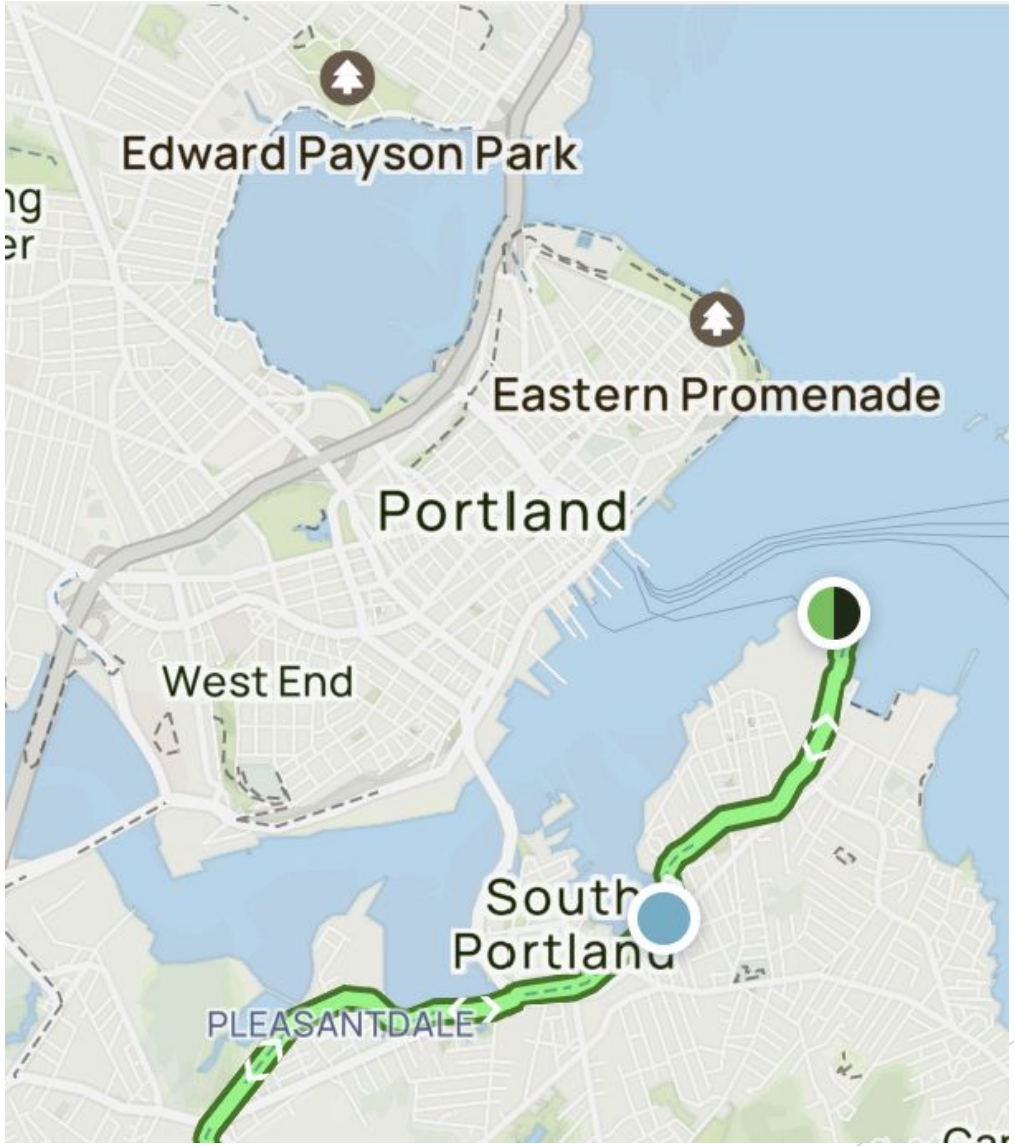
Vision for Portland as Hub for Active Transportation Network



- Recent grant: Connecting Roux Institute Campus in East Deering to Eastern Prom and Back Cove
- Updates in Mountain Division Trail and Eastern Trail

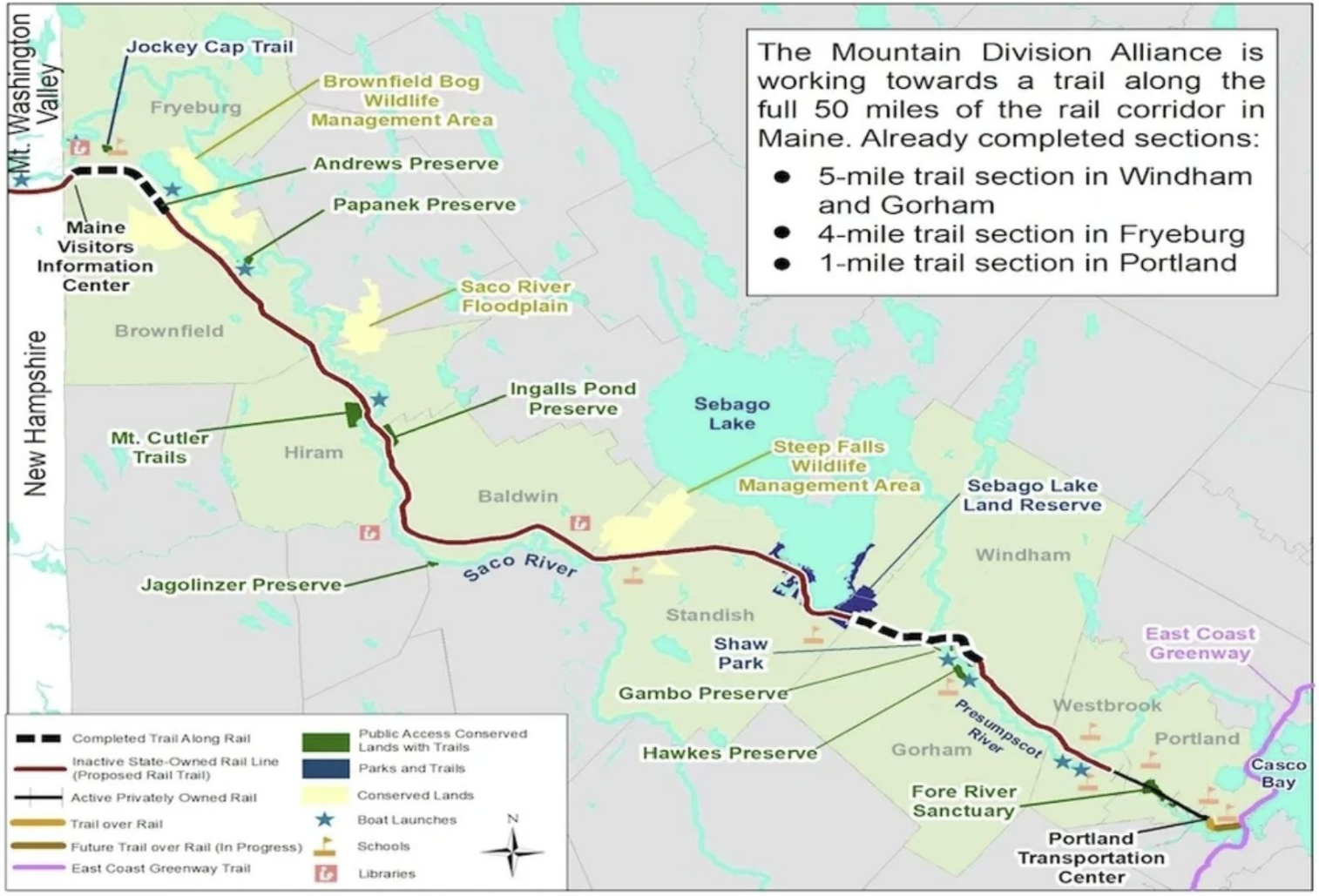

Maine Active
Transportation Arterials
A Eastern Trail*
B Mountain Division Trail
C Portland Connectors*
D Casco Bay Trail Loop*
E Lewiston-Auburn Connectors*
F East Coast Greenway
Spine Route*
G East Coast Greenway
Coastal Route*
H Bangor Connectors*
I Down East Sunrise Trail*
*These bikeway trails are part of the
3,000-mile East Coast Greenway from
Calais, Maine to Key West, Florida.
Calais
Machias
Bangor
Brunswick
Auburn
Lewiston
Portland
Westbrook
Sanford
Kittery

South Portland Greenbelt and Eastern Trail - connecting communities from Kittery north



Mountain Division Rail Trail

Proposed Rail Trail Connecting 9 Communities



https://mountaindivisionalliance.org/map

Questions?

MEMORANDUM
City Council Agenda Item

FROM: Brendan T. O'Connell
Finance Director

DATE: June 2, 2026

SUBJECT: Order 139-25/26 Approving the Payment-in-Lieu-of-Tax (PILOT) Policy - Sponsored by Finance Committee, April Fournier, Chair

SPONSOR: April Fournier, Finance Committee Chair. The Finance Committee voted on January 29, 2026 to recommend passage of this item as amended, vote 2-0 (Councilor Fournier absent).

(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 2/23/2026 **Final Action 2/23/2026**

Can action be taken at a later date: No Policy is intended to be implemented for FY27.

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

PRESENTATION: No additional presentation. Staff from the Finance Department will be available to answer questions on the policy.

I. SUMMARY

After several years of development, the Finance Committee unanimously passed a draft Payment in Lieu of Tax (PILOT) Policy at the January 29, 2026 meeting for consideration by the full City Council.

II. AGENDA DESCRIPTION

The Finance Committee voted on January 29, 2026 to recommend passage of this item as amended, vote 2-0 (Councilor Fournier absent).

In recent years, several Council Committees have worked towards the goal of development of a voluntary Payment in Lieu of Taxes (PILOT) policy for the City of Portland. At the January 29, 2026 Finance Committee meeting, the Committee members in attendance unanimously recommended a draft policy for consideration by the full Council. The policy has been shaped by many years of outreach and input from peer cities, elected officials, City staff, and exempt entities. Many of the PILOT policy core components are a direct result of feedback received during the multi-year policy development process.

See the Background section of memorandum for additional information on the PILOT policy and key components.

This item was read on February 23 at which point it was postponed to March 2. On March 2 this item was postponed to June 1. On June 1, this item was postponed to June 15. Five affirmative votes are required for postponement or passage after public comment.

III. BACKGROUND

In recent years, several Council Committees have worked towards the goal of development of a voluntary Payment in Lieu of Taxes (PILOT) policy for the City of Portland. This includes work by the Economic Development Committee and more recently the City's Finance Committee in late 2024 through early 2026. At the January 29, 2026 Finance Committee meeting, the Committee unanimously recommended a draft policy for

consideration by the full Council. The policy has been shaped by many years of outreach and input from peer cities, elected officials, City staff, and exempt entities. Many of the PILOT policy core components are a direct result of feedback received during the multi-year policy development process.

The PILOT policy has five key components.

1) The PILOT policy is completely voluntary. No tax-exempt organization will be compelled legally or statutorily to make contributions.

2) The PILOT policy would be applied equally to all tax-exempt organizations who own property in the City. Based on feedback received from the exempt organizations in the City (specifically tax-exempt nonprofit organizations who were concerned about the potential impact to small and medium sized nonprofits, despite the policy being completely voluntary) an exemption of $10M in property value has been included in the policy for each organization. This means that the PILOT requests are based on only the value in excess of $10M owned by each exempt organization, eliminating or significantly reducing PILOT requests to smaller and medium sized exempt entities.

3) The PILOT policy and requested voluntary PILOT contributions are designed to help offset the cost of basic City services consumed by all entities. These services represent approximately 40% of the regular property tax rate, and are public safety (police, fire, emergency 911 communications), and basic infrastructure services (snow removal, public spaces maintenance).

4) The PILOT policy includes a SILOT component, a services in lieu of taxes credit. Institutions may receive up to a 50% PILOT credit for qualifying community programs and services that uniquely benefit Portland residents. This opportunity for credit is in recognition of the community partners and exempt organizations who help reduce the burden on certain types of City services. In the case of exceptional opportunities for partnership, including for organizations who provide significant housing to address the housing affordability crisis in Portland, the 50% cap may be exceeded. The SILOT component of the policy was a key addition during the Committee process to highlight the essential contributions to the community from our exempt entity partners. An annual report highlighting the community benefits provided by our exempt entities will be published each year. The FY24 example from the City of Boston has been included in the backup materials.

5) The new PILOT program will be phased in over a three-year period beginning in FY27, with a build up of 10% of the normal voluntary PILOT requested in FY27, 30% requested in FY28, and 50% requested in FY29 and beyond. In practice, this phase in provides an affordable and predictable phase in period. As an example, a taxable parcel worth $15M would receive a property tax bill of $179,700 in FY26 based on current mill rate of $11.98. Under this PILOT policy, after consideration of the reductions in 1-5, the year 1 PILOT request would only be 1.33% of regular taxes due, rising to approximately 6.67% of regular property taxes due in Year 3 and thereafter. See Appendix A of the PILOT policy for additional calculation examples.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The PILOT policy directly addresses the 2026 City Council Goal to “Support Affordability for All Residents Through New Revenue Policies and Targeted Tax Relief” and more specifically “Consider a policy amendment to diversify city revenue streams to offset taxpayer burden (e.g, fiscal impact of cruise ships, Payment in Lieu of Taxes).” Although there are no guarantees of additional / diversified revenues as a result of this policy, it will open the door to many conversations with exempt entities across the City and potentially lead to future partnership including formal PILOT agreements.

V. FINANCIAL IMPACT

As noted previously, there is no guarantee that this PILOT policy will generate additional revenue as any PILOT payments would continue to be completely voluntary. There are also no significant new expenses anticipated as a result, as there would only be a small cost (estimated at under $1000) associated with the mailing of a few hundred PILOT payment requests.

VI. STAFF ANALYSIS AND BACKGROUND

N/A – See Background and Intended Results sections for complete details

VII. RECOMMENDATION

Move passage for implementation for FY27

VIII. LIST ATTACHMENTS

1. Order - Approving PILOT Policy
2. Sykes-Michniewicz Amendment 1 to PILOT
3. City of Portland - PILOT Policy - Finance Committee Recommended Draft - 1_29_2026
4. FY24 PILOT Community Benefits Summary and FY24 Recap - City of Boston
5. 2026.06.01 Public Comment - Order 139
6. 2026.06.15 Public Comment - Order 139

Prepared by:
Brendan T. O'Connell
Finance Director
Date: 06/02/2026

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 PAYMENT-IN-LIEU-OF-TAX (PILOT) POLICY

ORDERED, that the Payment-in Lieu-of-Tax (PILOT) Policy is hereby adopted as attached hereto.

AMENDMENT 1 TO ORDER 139-25/26
PREPARED BY CORPORATION COUNSEL
FOR COUNCILORS SYKES AND MICHNIEWICZ
RE: TAX EXEMPT PROPERTY REPORTING POLICY

***

ORDERED, that the Tax Exempt Property Reporting Policy ~~Payment-in-Lieu-of-Tax (PILOT) Policy~~ is hereby adopted as amended in the form attached hereto.



CITY OF PORTLAND, MAINE

TAX EXEMPT PROPERTY REPORTING POLICY

Revised: June 15, 2025 Effective: July 1, 2026

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1. PURPOSE 1

2. THE NEED FOR A TAX EXEMPT PROPERTY REPORTING POLICY 1

3. ANNUAL REPORTING PRINCIPLES OF THE POLICY 2

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1. PURPOSE

The purpose of this policy is to establish annual reporting requirements regarding tax-exempt property ownership within the City of Portland and to provide residents, taxpayers, and policymakers with information regarding the impact of tax-exempt property on the City's tax base.

2. THE NEED FOR A FORMAL PILOT POLICY

According to the City Tax Assessor, the amount of tax-exempt property within the City of Portland has risen to approximately $3.93 billion dollars as of June 30, 2025. The rise in exempt valuation has put increasing pressure on the remaining property owners in Portland (referred to hereafter as “non-exempt property” owners) to fully fund the broad spectrum of critical services offered to all businesses, residents and visitors to Portland. While tax-exempt property data exists in municipal records, it requires specific inquiry to access and compile. Establishing a formal reporting policy is therefore essential to ensure transparency and provide taxpayers with readily accessible knowledge regarding valuation shifts and erosion of the taxable base that directly impact their tax burden.

The City recognizes that non-profit organizations contribute directly to the quality of life within the community and welcomes these organizations. Portland has historically been recognized as a leader in Maine in the area of higher education, arts and culture, social services, public health, equity and religious freedom. The City’s location, status as the economic engine of Northern New England, located just under two hours north of Boston, with easy access via major highway, bus, rail, and jetport, makes it attractive for non-profit institutions. This demand for land and buildings to operate non-profit organizations has absorbed significant amounts of taxable property within the City in recent years. The loss of taxable property value impacts affordability for residents, local businesses and the overall Greater Portland community. . This

policy seeks to contextualize the impact of exempt properties, thereby providing a more comprehensive view of the factors driving tax rates through the same standard of transparency applied to public financial disclosures.

3. REPORTING PRINCIPLES OF THE POLICY

I. Report should be prepared and published on an annual basis

Each fiscal year, the City Finance Department shall prepare and submit an annual report on exempt property values in the City. Values contained in the report will be provided as of the same dates typically used for property tax billing purposes, and the final report from the Finance Department should be published on generally the same timeline as when property tax bills are received by property owners (late summer / early fall of each fiscal year).

II. The City shall publish detailed information regarding fully exempt properties

All fully tax-exempt properties will be listed in the annual report and will be organized by owner name, include the property address, assessed value of the property, estimated property taxes due if the property were taxable based on the most recent mill rate, and list any payment-in-lieu of tax (PILOT) contributions made by the owner on the property. Note, however, a property owner may challenge an exemption-related decision (*i.e.*, the denial of an exemption application or the revocation of an exemption previously granted) by (a) submitting an abatement application within the 185-day period that follows the commitment of taxes or (b) seeking a declaratory judgment in Superior Court. Either process may change the challenged exemption-related decision and that

may change or alter the list of exempt properties, including the assessed value of the property and the estimated property taxes due.

III. Partial tax exemptions will be published in summary detail by program

Partial tax exemptions (such as the homestead exemption, blind exemption, veterans' exemption, and several tax law programs) will be shown in summary totals by exemption. The total number of owners receiving the partial exemption, and the estimated property taxes due if the property were taxable based on the most recent mill rate will be published in the report. The annual report will include changes in the City's exempt property valuation from the prior fiscal year.

IV. Public Property vs. Property of Institutions and Organizations

The annual report shall briefly summarize the number of parcels subject to an exemption under 36 M.R.S. § 651 (Public Property), which is a different category of exemption to 36 M.R.S. § 652 (Property owned by Institutions and Organizations) that is the focus of Sections 3(I) to 3(III) above.

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CITY OF PORTLAND, MAINE

PAYMENT IN LIEU OF TAXES POLICY (PILOT)

Revised: September 1, 2025 Effective: July 1, 2026

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1. PURPOSE

In order to maintain the high standard of municipal services that Portland has historically provided, the City Council has established a policy for PILOT (Payment-In-Lieu-of-Tax) contributions from tax-exempt property owners (referred to hereafter as "exempt property" owners). The purpose of this PILOT policy document is to summarize the uniform policy to be applied to the exempt properties within the City. The policy is intended to provide clarity to exempt organizations who wish to locate in Portland. The policy includes monetary payments and consideration of other services provided by exempt organizations. The policy also provides guidance for City staff when approached with questions about PILOT policy requirements.

2. THE NEED FOR A FORMAL PILOT POLICY

According to the City Tax Assessor, the amount of tax-exempt property within the City of Portland has risen to approximately $3.93 billion dollars as of June 30, 2025. If this nearly $4B of property were taxable, it is estimated that the City's property tax rate would be almost 20% lower due to spreading the property tax burden across a larger base. The rise in exempt valuation has put increasing pressure on the remaining property owners in Portland (referred to hereafter as "non-exempt property" owners) to fully fund the broad spectrum of critical services offered to all residents and visitors to Portland.

The City recognizes that exempt organizations contribute directly to the quality of life within the community and welcomes these organizations. Portland has historically been recognized as a leader in Maine in the area of higher education, arts and culture, social services, public health, equity and religious freedom. The City's location, status as the economic engine of Northern New England, located just under 2 hours north of Boston, with easy access via major highway, bus, rail, and jetport, makes it attractive for exempt organizations. This demand for land and

buildings to operate exempt organizations has absorbed significant amounts of taxable property within the City in recent years. The loss of taxable property value impacts affordability for residents, local businesses and the overall Greater Portland community. In order to maintain the financial health of the community as a whole and to continue to provide a range of quality services, the City must set an objective to maintain its existing tax base composition and expand it where reasonably possible. Strong PILOT policies have been used in municipalities nationwide to achieve this objective. Several key reasons noted for adoption of strong PILOT policies are listed below.

- With an increasing amount of exempt property within a City, exempt entities should share in the cost of basic services which benefit them. Police, fire protection, and road maintenance are the costs most frequently allocated to exempt property owners in other municipalities.

- A strong PILOT policy has the potential to help ease the tax burden on non-exempt property owners, and create a more equitable distribution of the tax levy across those who consume core City services.

- PILOT policies help address inequities created by tax exemptions (i.e., the greatest tax savings goes to organizations who have the most valuable property holdings).

- PILOT policies can reduce inefficient location decisions made by exempt entities (i.e., tax-exempt status creates an incentive for these entities to locate in cities where the tax savings are highest and the public services provided by the jurisdiction are broadest).

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3. FIVE BASIC PRINCIPLES OF THE PILOT POLICY

I. Participation in the PILOT Program is voluntary

Consideration was given to seeking an ordinance change to require PILOT payments and ensure more uniform participation. However, any attempt to impose a legal or statutory requirement would face significant opposition and runs counter to the spirit of partnership between the City and its local institutions that a successful PILOT program would provide.

II. PILOT should be applied equally to all current and future exempt groups in Portland

All exempt institutions should participate in the PILOT program. While significant focus has been placed on the City's medical and educational institutions and their growing footprint, the City's museums, cultural facilities, and other significant exempt institutions share a similar interest in the financial health of and core services provided by the City.

While broad participation is essential to the program's success, the City has determined that an exception should be made for small and medium sized exempt entities which may lack the resources to fully engage in the PILOT process. In response to significant feedback from the community regarding impact of a program on small exempt organizations, an exemption of **$10 million** in assessed property value has been added into the PILOT policy. An exemption of this amount will be applied to all organizations under this policy, one per parcel owner, eliminating the PILOT completely for the smaller institutions which own less than ten million in property value, while mitigating the financial impact of PILOT payments on medium sized organizations owning property valued at just beyond this threshold.

III. PILOT contributions should offset cost of basic City services:

PILOT policies nationwide set contribution levels at an amount designed to cover the portion of the tax levy related to basic and core City services. For purposes of this PILOT, those services have been designated as public safety services (police and fire) and basic infrastructure services including public spaces maintenance and snow removal. To enhance predictability for organizations impacted by the policy, and to prevent significant year over year fluctuations in base amount, the PILOT contribution level (i.e. the estimated portion of the tax levy related to basic and core City services) has been set at 40% of the regular property taxes due. However, in addition to the exemption from II above, there are additional potential PILOT credits and a phase-in period as outlined in IV and V below.

IV. PILOT policy includes a SILOT (Services In Lieu of Taxes) deduction

Community benefits are an important aspect of an institution's contribution to the City. Institutions may receive up to a 50% PILOT deduction for qualifying community programs and services that uniquely benefit Portland residents. This opportunity for credit is in recognition of the community partners and exempt organizations who help reduce the burden on certain types of City services. In the case of exceptional opportunities for partnership, including for organizations who provide significant housing to address the housing affordability crisis in Portland, the 50% cap may be exceeded. Institutions may also receive a credit on their PILOT in the amount of real estate taxes paid on properties that would ordinarily qualify for a tax exemption based on use, as well as a credit for costs paid which would otherwise be paid. Section 6 of this document contains more detail on criteria for the SILOT deduction.

V. The new PILOT formula should be phased in over a 3-year period starting in FY 2027

While the payments currently made by some institutions approach the levels indicated by the program levels recommended above, most institutions fall below the recommended amounts. Institutions will require time to make the necessary adjustments in their budget and financial plans to accommodate increased PILOT amounts. To ensure a smooth transition, staff recommends that the new formula be phased in over a time period of not less than three years (see Calculation of Payment Due section for more details).

VI. The new PILOT formula should factor in other voluntary payments or required service fee payments to the City

Many exempt entities make fully voluntary, non-required contributions to the City on an annual or recurring basis. These payments should be deducted from the PILOT amounts that would normally be due. Similarly, any required or contracted payments under MRS Title 36 M.R.S. § 508 “Service Fees” should also be deducted from the PILOT amounts that would normally be due.

4. IS THE PILOT POLICY APPLICABLE TO MY ORGANIZATION?

All exempt organizations are encouraged to participate in the PILOT policy. As noted previously an exemption amount of $10M will be applied to all organizations under this policy, eliminating the PILOT completely for the smaller and medium sized institutions, while mitigating the financial impact of PILOT payments on institutions just beyond this threshold. These exempt organizations will be noted in the PILOT Policy Annual Results published each fiscal year.

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5. CALCULATION OF PILOT PAYMENT DUE

PILOT contributions are based on the value of real estate owned by an institution. The calculation of recommended PILOT payment due can be determined as follows:

Step 1: Begin with total assessed value of exempt property owned by an organization

Step 2: Subtract the $10M of PILOT exemption*

Step 3: Divide by $1000 (the mil rate is applied per $1000 of assessed value)

Step 4: Multiply by the current City of Portland fiscal year mill rate

Step 5: Multiply by 40%

Community Benefit Credit: Subtract any agreed upon SILOT credit (see Section 6 for more details on SILOT).

***Note - $10M exemption is applied per parcel owner, not per parcel.**

The calculation begins with 100% of an exempt property owner's assessed value related to their exempt property only (i.e., non-exempt property is already included in the regular property tax billing and should be excluded from the PILOT calculation). The $10M of PILOT exemption should be subtracted from this total, and the remaining total should be divided by $1000 and multiplied by the current City of Portland fiscal year mill rate. The result should be multiplied by 40% to determine the PILOT amount due. The 40% represents the cost of the City's "core" services which are public safety (Police, Dispatch and Fire Departments) and basic public spaces maintenance / winter operations. After any phase in period, the PILOT payment due could be further reduced by any available SILOT (Services-in-lieu-of-taxes) credit which has been applied to the exempt organization by the City. SILOT credits are not guaranteed to every organization and are calculated on a case by case basis by the City. The SILOT credit may not exceed 50% of

the total amount of the PILOT due. See the SERVICES IN LIEU OF TAXES (SILOT) CREDIT section for complete details on SILOT criteria and calculation.

6. SERVICES IN LIEU OF TAXES (SILOT) CREDIT

In consideration of the community benefits of the exempt organization within the City, the PILOT policy includes a deduction for services provided. A list of items which could qualify for SILOT credit are listed below. In general, only activities which are outside an exempt organization's core mission would be considered for SILOT credit. However, exceptions will be considered when a direct benefit to City of Portland residents can be reliably measured. An exempt entity will have an opportunity on an annual basis to outline their SILOT contributions via a standard form distributed with the estimated PILOT bill.

Participation in City Initiatives

- Targeted scholarships for Portland residents
- Summer Job Creation / Youth Employment
- Set Up Health Disparities Initiative

Policy Based Collaborations

- Public/Community Health Initiatives
- Partnerships with Local Schools
- Job Training Initiatives
- Direct support on City Council Goals / participation on Task Forces

Other Direct Contributions

- Real Estate Taxes on Property Used for Institutional Purposes
- Donations to City capital projects or initiatives
- Donations in kind (e.g., real estate, personal property)
- Provision of services otherwise provided by the City (e.g., snow removal on public right of way, maintenance of a public facility, security services provided in public areas)
- Significant contributions to City's housing stock
-

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Good Neighbor Activities

- Volunteer Efforts of Students/Employees
- Sponsorships of local organizations

A non-comprehensive listing of items which would NOT qualify for SILOT credit is below:

- Real Estate Taxes on Property used for Non-institutional Purposes
- Linkage Payments
- Permit Inspection Fees
- Student Spending
- Salaries Paid to Employees
- Construction Costs
- Purchase of Goods, Services
- Grants Received / Outside Money
- Operating Support for Community Health Clinics
- Unreimbursed Medicare or Medicaid

If an exempt property owner is considering a formal PILOT payment to the City and would like SILOT credit, the Finance Department should be contacted to begin the process.

7. ANNUAL BILLING AND THREE-YEAR PHASE IN (FY27-FY29)

Annual Billing

The annual billing for the PILOT will be performed by City staff. PILOT bills will be sent on a semiannual basis on a schedule similar to regular property tax billing – typically PILOT bills will be sent in July of each fiscal year. A SILOT credit application will also be enclosed with the PILOT bill and each exempt organization will have 30 days to complete and return form. The City will review the forms and notify each organization of SILOT credits received – including a revised PILOT bill for the current fiscal year. PILOT payments will be due on the regular property tax payment dates – typically the second Friday in October and March of each year.

Three Year Phase In – New PILOT Agreements

For any exempt organizations impacted by this policy, who currently exist in the City and are remaining in their existing locations, a three-year phase in is permitted. The amounts due in the first three tax years of the new program are listed below and should be calculated based on Step 1 through Step 5 in the Calculation of Amount Due section above. In future fiscal years, the payment calculation could remain at=the normal PILOT amount due assuming that a full community benefit credit is received.

FY27 – 10% of the normal PILOT amount
FY28 – 30% of the normal PILOT amount
FY29 – 50% of the normal PILOT amount

FY30 and thereafter - Full PILOT requested, less $10M exemption and any community benefit credit received.

8. GUIDANCE FOR CITY STAFF – ENCOURAGING PARTICIPATION IN THE PILOT PROGRAM AND ANNUAL REPORTING ON PILOT PAYMENTS

Several common transactions should be used as opportunities for City staff to inform exempt organizations about the PILOT policy and in some cases encourage participation.

Property Sale – Where conversion to exempt property	Strongly encourage signing of a new PILOT payment agreement, present policy along with standard agreement.
Building Permit – Where conversion to exempt property	Strongly encourage signing of a new PILOT payment agreement, present policy along with standard agreement.

Zoning Amendment Request	Strongly encourage signing of a new PILOT payment agreement, present policy along with standard agreement.
Site Plan Review	Inform of PILOT policy – present copy of document
Passage of Formal Pilot Policy / Amendments to PILOT Policy	Notify all potentially impacted exempt organizations

Finally, the Finance Department along with the Assessors Department will publish a **PILOT Annual Report** by December 31 of each calendar year beginning in 2027, noting the amount of regular property tax which would be due if the entity was non-exempt, the amount of PILOT requested in the current year via letter for each parcel, amount paid, and amount remaining unpaid. The report will also detail community benefits provided by each entity in future years after the phase-in period.

DRAFT

Appendix A - Examples of PILOT Payments Due by Exempt Property Value

As a reminder, the PILOT amount due can be calculated as follows:
1) Begin with the total exempt assessed value of an organization
2) Subtract the amount of PILOT exemption from the assessed value (one exemption per organization)
3) Divide by $1,000 (the mill rate is applied per $1,000 of assessed value)
4) Multiply by the current City of Portland fiscal year mill rate (FY26 rate is $11.98)
5) Multiply by the amount of the estimated portion of the regular tax rate dedicated to basic services (40%)
6) Prorate the amount due based on the proposed phase in - 10% in Year 1, 30% in Year 2, 50% in Year 5 (and beyond, assuming community benefit criteria is met after Year 5).

EXAMPLE #1 - ENTITY WHICH OWNS $10,000,000 OF EXEMPTY PROPERTY VALUE ASSUMES FULL COMMUNITY BENEFIT CREDIT OF 50%			
VALUE OF EXEMPT PROPERTY OWNED	$10,000,000		
PILOT EXEMPTION AMOUNT	$10,000,000		
Year 1 PILOT Amount	Fully Exempt		
Year 2 PILOT Amount	Fully Exempt		
Year 3 PILOT Amount	Fully Exempt		
Note - Full property taxes for a homeowner with a $10,000,000 non-exempt hom			**$119,800**

EXAMPLE #2 - ENTITY WHICH OWNS $15,000,000 OF EXEMPTY PROPERTY VALUE ASSUMES FULL COMMUNITY BENEFIT CREDIT OF 50%			
VALUE OF EXEMPT PROPERTY OWNED	$15,000,000		
PILOT EXEMPTION AMOUNT	$10,000,000		
		% of full property taxes	
Year 1 PILOT Amount	$2,396	1.33%	
Year 2 PILOT Amount	$7,188	4.00%	
Year 3 PILOT Amount (and thereafter)	$11,980	6.67%	
Note - Full property taxes for a homeowner with a $15,000,000 non-exempt hom			**$179,700**

EXAMPLE #2 - ENTITY WHICH OWNS $25,000,000 OF EXEMPTY PROPERTY VALUE ASSUMES FULL COMMUNITY BENEFIT CREDIT OF 50%			
VALUE OF EXEMPT PROPERTY OWNED	$25,000,000		
PILOT EXEMPTION AMOUNT	$10,000,000		
Year 1 PILOT Amount	$7,188		
Year 2 PILOT Amount	$21,564		
Year 3 PILOT Amount (and thereafter)	$35,940		
Note - Full property taxes for a homeowner with a $25,000,000 non-exempt hom			**$299,500**

Summary of FY24 PILOT Community Benefits

As outlined by the 2011 PILOT Taskforce, PILOT Community Benefits are broadly defined as services that directly benefit City of Boston residents; support the City's mission and priorities with the idea in mind that the City would support such an initiative in its budget if the institution did not provide it; emphasize ways in which the City and the institution can collaborate to address shared goals; and, are quantifiable. Lastly, PILOT Community Benefits should include only those investments that are above and beyond the institution's existing commitments such as Institutional Master Plan requirements, Article 80 requirements, Determination of Need and the like.[1] Examples of PILOT Community Benefits programs include academic scholarships, job training initiatives, health disparities programs. More detailed examples of FY24 Community Benefit programs can be found below.

In FY24, **40 institutions** submitted PILOT Community Benefits reports totaling $256.4M, of which $229.0M were considered eligible. Given that an institution can only receive community benefits credit for 50% of its PILOT request, **$63.7M in community benefits credit was accepted** in total this year. Institutions partnered with approximately **590 local organizations** to implement these programs.

To better understand the impact of PILOT Community Benefits across the city, this year's submissions were broadly categorized. The following categorization is a preliminary assessment based on the information provided about each Community Benefit by our partner institutions. All submitted Community Benefits were categorized, with the exception of some programs which require more information before making an assessment. Please note that additional benefits to the community through Institutional Master Plan requirements, Article 80 requirements, Determination of Need and other means are not accounted for in this analysis.

[1] For more information on Institutional Master Plans coordinated by the Boston Planning & Development Agency, see http://www.bostonplans.org/planning/institutional-planning/institutional-planning

Table 1: Preliminary Assessment of Community Benefits Programs FY19-24[2]

Category	FY19 Value	FY20 Value	FY21 Value	FY22 Value	FY23 Value	FY24 Value
Education: post-secondary access, scholarships, school funding, supports and resources, and investment in educational environment	**$53M**	**$65.4M**	**$72.4M**	**$73M**	**$91.2M**	**$120M**
Community Health: community health initiatives, education and outreach beyond the charitable mission of the institution	**$27.2M**	**$28.7M**	**$31.9M**	**$33M**	**$33.8M**	**$36.9M**
Good Neighbor Activity: donations of facilities, goods, and/or supplies, monetary support of community associations, volunteer activities, and paid student internships	**$27.9M**	**$16.4M**	**$16.5M**	**$18.4M**	**$21.8M**	**$26M**
Built Environment: active transportation options, parks and open space, access to healthy foods	**$17.3M***	**$18.5M**	**$17.2M**	**$16.4M**	**$15.5M**	**$18.1M**
Cultural: access to cultural spaces, activities and programs	**$10.4M***	**$11.0M**	**$5.7M**	**$4M**	**$8.6M**	**$14M**
Employment: workforce development programs, job readiness training, summer jobs program	**$4.6M**	**$4.3M**	**$4.6M**	**$3.3M**	**$3.4M**	**$4.2M**
Violence Prevention: youth violence, sexual violence and other community violence prevention and public safety programs	**$4.9M**	**$4.0M**	**$3.5M**	**$4.5M**	**$4.3M**	**$4.9M**
Housing: development and maintenance of safe, stable, affordable living accommodations**	**$579K**	**$863K**	**$1.0M**	**$1.1M**	**$1.8M**	**$3M**
City Fellowships and Direct Funding: fellowships, co-ops and direct funding to City departments	**$2.6M**	**$2.6M**	**$1.1M**	**$2.5M**	**$2.6M**	**$2.1M**
Social Environment: social networks, participation, cohesion, capital, support, inclusion, integration, and norms	**$4.6M**	**$1.3M**	**$832K**	**$65K**	**$74K**	**$90K**
Grand Total	**$157.4M**	**$153.2M**	**$154.5M**	**$156.4M**	**$183M**	**$229M**

*These FY19 values have been adjusted given an error in last year's reporting on community benefit submissions. Harvard University's Arnold Arboretum now falls under the Built Environment category (in FY19, it was erroneously placed in the Cultural category).

[2] Please note that FY19 was the first year that Community Benefits Programs were categorized.

**For more information on student housing, see Student Housing Trends 2021-22 Academic Year.

To further understand the impact of PILOT Community Benefits across the city, institutions also submitted information about the neighborhoods served by every program. The following neighborhood categorizations are a preliminary assessment based on the information provided about each Community Benefit program by our partner institutions. Please note that some programs serve multiple neighborhoods; for those programs, the reported value of that program is counted in each neighborhood served. 80% of programs served residents citywide and 94% of the total reported value of PILOT Community Benefits were citywide.

Table 2: Preliminary Assessment of Community Benefits Programs by Neighborhood FY20-24

Neighborhood	FY20 Value	FY21 Value	FY22 Value	FY23 Value	FY24 Value
City-wide	$136,197,090	$138,076,317	$126,889,967	$151,395,153	$207,237,603
Allston	$598,283	$4,478,709	$3,729,604	$3,666,138	$3,566,463
Brighton	$612,731	$4,517,959	$3,880,140	$4,391,644	$4,474,760
Back Bay	$264,078	$156,754	$180,234	$209,588	$228,600
Beacon Hill	$241,664	$184,450	$134,784	$212,166	$319,953
Charlestown	$886,336	$1,661,907	$224,450	$928,358	$593,131
Chinatown/Downtown /Leather District	$1,023,671	$4,086,105	$2,523,311	$2,815,959	$3,410,005
Dorchester	$8,240,706	$7,050,028	$7,316,710	$7,636,971	$5,811,770
East Boston	$5,558,857	$2,602,675	$1,532,540	$2,470,506	$3,061,899
Fenway-Longwood	$7,521,589	$7,815,539	$6,279,614	$6,751,072	$227,652
Hyde Park	$284,074	$1,296,828	$2,557,521	$2,799,838	$1,749,478
Jamaica Plain	$1,847,986	$1,488,038	$1,335,490	$939,755	$1,102,371
Mattapan	$1,362,948	$3,063,772	$3,221,213	$3,812,110	$2,149,077
Mission Hill	$5,471,080	$7,676,319	$7,010,949	$6,658,225	$3,362,048
North End	$119,873	$143,350	$22,784	$79,066	$84,953
Roslindale	$402,415	$1,147,632	$3,805,044	$5,113,865	$3,178,464

Neighborhood	FY20 Value	FY21 Value	FY22 Value	FY23 Value	FY24 Value
Roxbury	$5,518,219	$9,434,475	$9,751,924	$11,090,249	$5,559,205
South Boston	$1,267,679	$953,765	$2,574,627	$3,085,733	$1,498,612
South End	$3,299,382	$3,410,590	$4,554,848	$4,704,728	$1,943,698
West End	$360,483	$244,274	$144,075	$98,204	$94,953
West Roxbury	$391,917	$632,649	$2,405,335	$2,572,248	$507,069

Institutions who did not submit a report were not eligible to receive community benefit credit. **Four** institutions did not submit Community Benefits programs in FY24:

- Boston College *(did not submit for the previous 5 years)*
- Joslin Diabetes Center *(did not submit for the previous 4 years)*
- Roxbury Latin School *(did not submit for the previous 5 years)*
- Shriners Hospital *(did not submit for the previous 5 years)*

Fiscal Year 2024 Educational PILOT Contributions

Institution	PILOT Value Basis	Requested PILOT	Community Benefits Report Received?	Community Benefit Credit Received	Community Benefits Credit Utilized	Cash Contribution	Remaining PILOT Request	% PILOT Request Met
Berklee College of Music*	$ 173,943,523	$ 1,502,780	Yes	$ 751,390	100%	$ 375,695	$ 206,870	86%
Boston Architectural College	$ 19,056,500	$ 38,354	Yes	$ 19,177	100%	$ 19,177	$ -	100%
Boston College *	$ 536,095,300	$ 4,926,855	No	$ -	0%	$ 441,042	$ 3,807,826	23%
Boston College High School	$ 27,176,500	$ 115,126	Yes	$ 57,563	100%	$ -	$ 57,563	50%
Boston University *	$ 2,623,525,324	$ 24,207,193	Yes	$ 12,103,596	100%	$ 6,300,000	$ 5,469,102	77%
Emerson College	$ 266,674,500	$ 2,368,778	Yes	$ 1,184,389	100%	$ 141,591	$ 1,042,798	56%
Emmanuel College	$ 194,556,700	$ 1,697,674	Yes	$ 848,837	100%	$ 170,000	$ 678,837	60%
Fisher College	$ 42,819,500	$ 263,028	Yes	$ 131,514	100%	$ -	$ 131,514	50%
Harvard University *	$ 1,524,362,253	$ 14,250,973	Yes	$ 7,125,487	100%	$ 4,063,489	$ 3,035,808	79%
Massachusetts College of Pharmacy	$ 109,297,000	$ 891,560	Yes	$ 445,780	100%	$ 445,780	$ 0	100%
New England College of Optometry	$ 25,065,500	$ 95,168	Yes	$ 47,584	100%	$ 47,584	$ -	100%
New England Conservatory	$ 29,747,000	$ 139,430	Yes	$ 69,715	100%	$ -	$ 69,715	50%
Northeastern University *	$ 1,442,078,481	$ 13,457,148	Yes	$ 6,728,574	100%	$ 1,900,000	$ 4,487,780	67%
Roxbury Latin School	$ 52,896,200	$ 358,301	No	$ -	0%	$ -	$ 358,301	0%
Showa Institute	$ 36,073,778	$ 199,248	Yes	$ 99,624	100%	$ 99,624	$ 0	100%
Simmons College	$ 139,730,000	$ 1,179,298	Yes	$ 589,649	100%	$ -	$ 589,649	50%
Suffolk University	$ 217,346,500	$ 1,878,871	Yes	$ 939,435	100%	$ 556,069	$ 383,367	80%
Tufts University	$ 151,374,962	$ 1,278,753	Yes	$ 639,376	100%	$ 450,000	$ 189,377	85%
Wentworth Institute of Technology	$ 213,771,069	$ 1,869,969	Yes	$ 934,984	100%	$ -	$ 934,985	50%
Winsor School	$ 41,283,900	$ 248,509	Yes	$ 124,255	100%	$ -	$ 124,254	50%
Total	**$ 7,866,874,490**	**$ 70,967,017**		**$ 32,840,929**		**$ 15,010,050**	**$ 21,567,746**	**70%**

*These institutions receive a credit for property taxes paid on property that would qualify for exemption

As of April 29, 2025

Fiscal Year 2024 Medical PILOT Contributions

Institution	PILOT Value Basis	Requested PILOT	Community Benefits Report Received?	Community Benefit Credit Received	Community Benefits Credit Utilized	Cash Contribution	Remaining PILOT Request	% PILOT Request Met
Beth Israel Deaconess Medical Center	$ 816,793,701	$ 7,576,034	Yes	$ 3,788,017	100%	$ 3,788,017	$ 0	100%
Boston Children's Hospital *	$ 1,085,254,663	$ 9,534,430	Yes	$ 7,150,822	100%	$ 2,007,287	$ 0	100%
Boston Medical Center *	$ 153,802,100	$ 1,208,248	Yes	$ 906,186	100%	$ -	$ 298,234	75%
Brigham and Women's Hospital	$ 820,202,335	$ 7,608,468	Yes	$ 3,804,234	100%	$ 3,024,526	$ 779,708	90%
Dana Farber Cancer Institute	$ 373,291,603	$ 3,303,088	Yes	$ 1,651,544	100%	$ 1,651,544	$ -	100%
Faulkner Brigham and Women's	$ 162,003,500	$ 1,389,890	Yes	$ 694,945	100%	$ 570,074	$ 124,871	91%
Franciscan Children's Hospital	$ 50,402,000	$ 334,719	Yes	$ 167,360	100%	$ -	$ 167,359	50%
Hebrew Rehabilitation Center	$ 41,744,000	$ 252,859	Yes	$ 126,430	100%	$ 33,938	$ 92,491	63%
Joslin Diabetes Center	$ 86,293,700	$ 674,068	No	$ -	0%	$ -	$ 674,068	0%
Massachusetts Eye & Ear Infirmary	$ 116,908,100	$ 963,521	Yes	$ 481,761	100%	$ 436,452	$ 45,308	95%
Massachusetts General Hospital	$ 1,786,998,579	$ 16,753,853	Yes	$ 8,376,926	100%	$ 6,875,006	$ 1,501,921	91%
New England Baptist Hospital	$ 132,181,873	$ 1,107,932	Yes	$ 553,966	100%	$ 370,872	$ 183,094	83%
Shriners Hospitals for Children Boston	$ 106,097,400	$ 861,308	No		0%	$ -	$ 861,308	0%
Spaulding Rehabilitation Hospital	$ 153,933,900	$ 1,313,593	Yes	$ 656,797	100%	$ 539,064	$ 117,732	91%
Tufts Medical Center	$ 456,821,900	$ 4,148,249	Yes	$ 2,074,124	100%	$ 150,000	$ 1,924,125	54%
Total	**$ 6,342,729,354**	**$ 57,030,260**		**$ 30,433,112**		**$ 19,446,780**	**$ 6,770,220**	**88%**

*These institutions receive a credit for property taxes paid on property that would qualify for exemption

As of April 29, 2025

Fiscal Year 2024 Cultural PILOT Contributions

Institution*	PILOT Value Basis	Requested PILOT	Community Benefits Report Received?	Community Benefit Credit Received	Community Benefits Credit Utilized	Cash Contribution	Remaining PILOT Request	% PILOT Request Met
Boston Symphony Orchestra	$ 28,072,562	$ 123,599	Yes	$ 61,799	100%	$ 61,800	$ 0	100%
GBH (WGBH)	$ 49,902,500	$ 329,996	Yes	$ 164,998	100%	$ 164,998	$ 0	100%
Longwood Collective	$ 50,947,000	$ 339,872	Yes	$ 169,936	100%	$ 169,936	$ 0	100%
Total	**$ 128,922,062**	**$ 793,467**		**$ 396,733**		**$ 396,734**	**$ 0**	**100%**

* In FY24, the City of Boston entered into an alternative system with the Boston Children's Museum, Institute of Contemporary Art, Isabella Stewart Gardner Museum, Museum of Fine Arts, Museum of Science, and the New England Aquarium to report on their institution's ongoing and expanded community benefits and other mission-related programs for Boston residents. These institutional community benefits reports are posted on the PILOT website.

As of April 29, 2025

Fiscal Year 2024 PILOT Contributions

Category	Requested PILOT	Community Benefit Credit	Cash Contribution	% PILOT Request Met
Educational	$ 70,967,017	$ 32,840,929	$ 15,010,050	67%
Medical	$ 57,030,260	$ 30,433,112	$ 19,446,780	91%
Cultural	$ 793,467	$ 396,733	$ 396,734	100%
Total	**$ 128,790,744**	**$ 63,670,774**	**$ 34,853,564**	**76%**

As of April 29, 2025

PILOT Testimony of
Debra Rothenberg, MD, PhD
March 2, 2026

Good evening, Mayor Dion and City Councilors,

My name is Dr Debra Rothenberg. I live on Winding Way in District 3 and have been teaching at MaineHealth's Family Medicine residency program for 24 yrs. I am here to voice strong opposition to the Payment in Lieu of Taxes proposal.

Last month, I sent each of you an email about the work I oversee as Director of MH's PS Learning Collaborative. In it, I described the important, lifesaving care this community-based clinic provided to over 1,100 of our vulnerable neighbors in the last year while never collecting co-pays or sending bills.

Instead of reiterating the details of MH's contribution to our community outlined in that email, this evening I'd like to share something that happened just last week while I was precepting at the Family Medicine Center (on the corner of Congress & India St). This patient's story broke my heart, made me quite proud to work for MaineHealth, and illustrates what could be lost if the Payment in Lieu of Taxes program becomes law.

"Sam," a 61 yo man with a history of congestive heart failure, painfully waddled into the Family Medicine Center for the first time in almost a year. Since his last visit, he'd lost his private health insurance and made just a little too much money at his full-time job at a local pharmacy to qualify for MaineCare. He was stretching out his medications by taking them 3 x per week until he ran out completely 2 months ago. He has been unhoused, living in his car since October. He finally mustered the courage to come to our office because the swelling (edema) of his legs had gotten much worse over the past week, extending up to his belly button and making him worry that his scrotum was so swollen he may "pop."

Sam agreed to go to the hospital only after he brought a letter from us to his employer so he wouldn't lose his job. Since his admission, social workers have connected him to MH programs that will give him access to free care and medications. They also had him complete an application for one of the 6 MH designated YMCA respite rooms. These rooms include a twin bed, tv with Roku, microwave and dorm sized refrigerator. There are shared bathrooms, laundry, and kitchen access. Each room cost MaineHealth $929 per month. The length of stay varies, but most patients stay 3-6 months, then transition to a

self-pay room, other housing options or higher level of care (assisted living). Social workers in MH's Homeless Health Partners program support the patients in respite rooms with scheduling/attending appts, setting up transportation, connecting to basic needs etc.

Sam's story illustrates the many ways MH is currently "paying in lieu of taxes".
I respectfully urge you to reject the PILOT proposal that threatens the sustainability of the MH community benefit programs like the Learning Collaborative, Access to Care, and respite beds at the YMCA. Thank you for the opportunity to testify and share our serious concerns regarding this proposal.

Order 139-25/26

Ryan Fecteau RFecteau@avestahousing.org via portlandmaine.gov
Attachments
Fri, Jun 12, 9:40 AM (3 days ago)
to publiccomment@portlandmaine.gov

I am submitting the attached testimony on behalf of Jennifer Hawkins, President and CEO at Avesta Housing (307 Cumberland Ave. Portland, ME 04101) in regard to Order 139-25/26.

AVESTA HOUSING

Testimony In Opposition to PILOT Proposal

Mayor Dion and honorable members of the City Council,

My name is Jennifer Hawkins. I am the President and CEO at Avesta Housing. Avesta owns and manages over 1,000 apartments in Portland, which provides affordable housing to 1,700 residents, including many residents who are earning less than 30% of AMI. In addition, we own two licensed assisted living facilities, including 75 State Street in Portland.

We believe non-profit organizations provide a wide range of services that are critical to the city. These organizations meet the needs of the community when governmental services either fall short or simply cannot provide a needed service. In our case, we provide much needed housing to residents who would otherwise not be able to afford to call Portland home. Many of these individuals work in Portland for private businesses and public entities, including the city.

As I'm sure you know, non-profit organizations' expenses mirror that of private businesses, from insurance and utilities to local and state sales taxes to permitting and licensing fees. In the case of housing organizations like ours, we pay property taxes at our multifamily residential properties because, to access federal Low-Income Housing Tax Credits (LIHTC), they must be owned by for-profit entities. Avesta's annual property tax liability to the City of Portland is just under $2 million.

Furthermore, the proposed PILOT program could not come at a more inopportune moment. As you are aware, federal funding has been drastically altered. Non-profits like Avesta rely upon federal sources to carry out our missions. Already fragile social services now face even more dire circumstances with loss of funds and continued uncertainty about future federal policy and budget changes.

We recognize that the amended version of the PILOT includes an exemption for housing. However, the language states that housing organizations ***may*** receive up to a 100% exemption. The exemption is not guaranteed. Given the many variations of the PILOT proposal since the inception of the Finance Committee discussion, we are not confident this potential exemption will remain in place, and we have many questions around how it would be defined and implemented.

For all these reasons and more, Avesta Housing strongly encourages the Council to reject the proposed PILOT.

Thank you for your time.

307 Cumberland Avenue • Portland, Maine 04101
207-553-7777 • 1-800-339-6516 Voice/TTY
207-553-7778 Fax • www.avestahousing.org

Public Comment From MECA&D, Order 139-25/26

Beth Elicker belicker@meca.edu via portlandmaine.gov
Attachments
Fri, Jun 12, 10:05 AM (3 days ago)
to publiccomment, mdion, pali, afournier, bgrant, smichniewicz, wpelletier, rphillips

To Portland's City Council,

Attached please find comments I plan to share at Monday's City Council Meeting for Order 139-25/26.

thank you,

Beth Elicker (she/her)
Executive Vice President

207.699.5045
| www.meca.edu

522 Congress St. Portland, ME 04101

Under Maine law, charitable nonprofits are exempt from property taxation in recognition of the public services they provide.

For those of you who may be unfamiliar, Maine College of Art & Design has 550 degree seeking students in our undergraduate and graduate programs, 1200 students that access our continuing education courses annually, and 215 employees - all of whom support the Portland economy by virtue of studying and working in downtown Portland and frequenting local businesses. We are also a net importer of young professionals to Portland as 50% of our graduates stay in the Portland area and work as creatives.

Last year, we partnered with 100 local vendors with $2.8M in local spending. In addition, students, parents, and alumni are conservatively estimated to spend $3.5M annually in the local economy.

Our impact extends well beyond the economic figures - our students and employees provide approximately 1500 hours annually of local service through internships and volunteer activities. Through exhibitions, public programs, and access to facilities and meeting spaces, we help sustain Portland's creative identity and civic life—benefits that reach residents, businesses, and visitors across the city.

Strong cultural and educational institutions are essential to a thriving, accessible city. The PILOT proposal would significantly impact the college's ability to deliver support for students and create impactful initiatives and programs that benefit Portland residents and visitors.

Every new dollar directed to PILOT obligations is a dollar that cannot support our students with scholarships, fund local internships, sustain partnerships with local vendors, or underwrite exhibitions and public events.

Diverting institutional resources would force difficult tradeoffs in programming, staffing, and community engagement at a time when Portland depends on strong nonprofit and educational partners to meet rising needs and support the vitality of our downtown.

We at Maine College of Art & Design respectfully urge you to weigh the full scope of the economic and community contributions made by Portland's non profits and vote No to the PILOT Policy.

522 Congress St. Portland, ME 04101, 800.639.4808, www.meca.edu

Comments on PILOT proposal

'Harris, Katie' via Public Comment
Attachments
Fri, Jun 12, 11:08 AM (3 days ago)
to publiccomment@portlandmaine.gov, Mark, Pious, afournier@portlandmaine.gov, bgrant@portlandmaine.gov, smichniewicz@portlandmaine.gov, wpelletier@portlandmaine.gov, rphillips@portlandmaine.gov, abullett@portlandmaine.gov, Kate

Attached, please find comments on the PILOT proposal to be discussed on Monday. Dr. Morris plans to attend in person, as well.

Thank you.

Re: Order number 139-25/26

June 15, 2026

To Members of Portland City Council:

My name is Chuck Morris. I am a Portland resident, a practicing physician, and Chief Medical Officer of Maine Medical Center. I am here tonight as someone who sees firsthand the realities facing patients across Portland every day.

While I trained in medicine and worked for several years in Boston, I came to Portland specifically for the relationship between nonprofits, healthcare organizations, and local government. The challenges facing our community are too complex for any one institution to solve alone. Historically, this city has understood that. It is not a culture of extraction. It is a culture of collaboration.

The proposed PILOT ordinance moves us away from that partnership model. Even when described as voluntary, it creates financial pressure that ultimately shifts resources away from patient care and community investment.

Unlike larger cities such as Boston, Portland does not have the philanthropic endowments and institutional wealth that help offset financial impacts like these. Maine Medical Center operates on narrow margins, and additional financial obligations will result in cuts somewhere within systems already under strain.

From a physician's perspective, those cuts are not abstract. They directly affect patients.

Every day, we care for individuals experiencing homelessness, housing instability, addiction, and untreated mental illness. On any given day, nearly 1 out of 14 patients admitted to MMCP report housing insecurity. Many remain hospitalized longer than medically necessary because there is nowhere safe for them to go. Our teams work continuously on housing navigation because discharging someone back to the street is not a medical solution.

I think about patients who cycle repeatedly through our emergency department because their underlying needs cannot be addressed through medical treatment alone. Just last week I saw a patient with poorly managed diabetes who refuses to go to shelters citing trying personal experiences, and chooses to live outdoors, which almost certainly has contributed to his severe foot infection. Stable housing, food security, behavioral healthcare, and community support are healthcare issues.

Last year alone, our food pantry distributed nearly a million pounds of food to thousands of individuals, including thousands of children. Through our CONNECT van, we meet shelter resistant individuals across the city, delivering low barrier medical and behavioral healthcare directly in encampments and community settings. Through the MaineMOM program, we partner with Portland Fire and Rescue to care for pregnant and postpartum women experiencing homelessness and addiction.

In our most recent fiscal year, Maine Medical Center provided $23 million in free care to more than 5,100 patients in our community. Maine Behavioral Healthcare provided an additional $11 million in free care every year.

We also train more than two thousand healthcare workers through tuition free programs. We employ more than three thousand Portland residents. And where property taxes are required, we pay them.

Our emergency department is consistently at or above capacity and increasingly functions as part of the city's safety net infrastructure. When community resources weaken, the impact does not disappear. It shows up in our emergency rooms, inpatient units, and behavioral health services.

Nonprofit healthcare institutions are not revenue sources. We are partners in caring for this community. And it is my fear that if the PILOT ordinance passes, MMCP will be forced to curtail some of these truly live saving and life sustaining community programs.

I urge you to continue working collaboratively with the nonprofit community to find solutions that strengthen, rather than weaken, the systems Portland residents rely on every day.

Thank you.

Dr. Chuck Morris
11 Carroll Street
Portland, ME

Public Comment on Order 139-25/26

'Gilman, Ed L' via Public Comment
Fri, Jun 12, 12:31 PM (3 days ago)
to publiccomment@portlandmaine.gov

I am submitting the below public comment on behalf of Melissa Skahan, Vice President of Mission Integration at Northern Light Mercy Hospital. Thank you.

Melissa Skahan
Vice President of Mission Integration
Northern Light Mercy Hospital

Public Comment on Order 139-25/26
Payment-in-Lieu-of-Tax (PILOT) Policy
June 15, 2026

My name is Melissa Skahan, and I serve as Vice President of Mission Integration at Northern Light Mercy Hospital, located at 175 Fore River Parkway in Portland.

As many of you know, Mercy's commitment to Portland extends far beyond our hospital walls. As a ministry of the Sisters of Mercy and a community hospital, our mission is to care for the people of Portland, with special attention to those who are most vulnerable among us.

In 2022, the city convened a task force in response to concerning maternal and child health outcomes for women of color in our community. In response, Mercy and our state and nonprofit partners transformed a former convent of the Sisters of Mercy into Frances Warde House, which provides transitional housing and comprehensive services for pregnant women experiencing homelessness. This program has helped improve health outcomes and create greater stability for mothers and children.

Recently, when the city saw funding for its public health nursing program impacted, Mercy reached out to ask what would be needed to keep this important work going. Mercy worked to secure philanthropic support to help sustain that program. Those nurses are essential in supporting vulnerable mothers and infants in Portland and helping to make initiatives like Frances Warde House possible.

These efforts reflect what is possible when government, nonprofit organizations, healthcare providers, and community partners work together toward shared goals.

It is through that lens of partnership that Mercy has engaged in the discussion surrounding the proposed PILOT policy.
We recognize and appreciate the difficult fiscal challenges facing the city and the responsibility of council members to balance competing priorities. We also believe that Portland benefits most when

solutions are developed through collaboration with the organizations that would be directly affected by them.

Nonprofit organizations across our community help address many of the same challenges the city is working to solve, including housing instability, substance use disorder, maternal and child health, food insecurity, and access to care. The resources entrusted to nonprofits support programs and services that strengthen our community and complement the city's efforts.

For that reason, we believe continued dialogue and collaboration between the city and the nonprofit sector offers the best path forward. Such an approach can help identify sustainable solutions that support both essential municipal services and the vital services nonprofit organizations provide our community.

Since 1918, Mercy has remained committed to serving Portland and partnering with others to improve the health and well-being of our neighbors. We respectfully encourage the council to reject the proposed PILOT policy and continue engaging nonprofit stakeholders in a collaborative process to address the challenges facing our city.

Thank you for your time, consideration, and service to the people of Portland.

PILOT Position - Order 139-25/26

Colleen Cooper ccooper@bgcmaine.org via portlandmaine.gov
Fri, Jun 12, 7:17 PM (3 days ago)
to publiccomment@portlandmaine.gov

Dear Mayor Dion and Members of the Portland City Council,
I am writing on behalf of Boys & Girls Clubs of Southern Maine regarding the proposed Payment In Lieu of Taxes (PILOT) program currently under consideration.
First, I want to acknowledge the significant fiscal challenges facing the City of Portland. We recognize the difficult decisions that must be made to balance competing priorities and appreciate the thoughtful dialogue surrounding this proposal.
That said, I respectfully oppose the creation of a PILOT program for nonprofits.
My concern extends beyond the immediate proposal and the organizations that may initially be affected. While the current discussion focuses on a limited number of large nonprofit institutions, establishing a formal PILOT framework creates a precedent that future councils could expand over time. Thresholds can change, expectations can grow, and what begins as a narrow policy can evolve into a broader obligation for the nonprofit sector. For that reason, I believe this proposal represents a slippery slope with potentially significant long-term consequences.
Nonprofits already provide substantial public benefit and often fill critical gaps in services that municipalities either cannot or do not provide. At Boys & Girls Clubs of Southern Maine, we provide safe after-school and summer programming, academic support, mentorship, food security, career readiness opportunities, and our Bridge to Success initiative, which helps teens prepare for college, careers, and adulthood. Many of these services are not available elsewhere in the community, and they reduce demands on public systems while strengthening outcomes for children, families, the community's workforce, and our economy.
As we prepare to expand our programming due to demand, our focus is on increasing access to these critical services for young people who need them most. Every dollar we raise is directed toward creating opportunities for children and teens, supporting families, and addressing community needs. If nonprofits are required to divert donor dollars to PILOT payments, those funds will come at the expense of mission-driven work while taxing our organization to raise more money in an already volatile fundraising market. Based on Portland's projected tax rates, our organization could face annual PILOT obligations approaching $75,000 on our current facilities and potentially double that amount following our expansion. Those dollars would otherwise support programming, meals, staffing, transportation, and opportunities for our city's youth.
I also believe that transparency is essential in this conversation. If PILOT funds are collected, there should be a clear understanding of how those funds will be used and what public benefit they are intended to provide. To date, many in the nonprofit community remain unclear on how existing PILOT contributions are allocated.
I respectfully urge the Council to carefully consider the broader implications of this proposal and the vital role nonprofits play in supporting Portland residents every day. Rather than shifting additional financial burdens onto charitable organizations, I hope we can continue exploring collaborative solutions that strengthen both the City and the nonprofit sector.
Thank you for your time, consideration, and service to our community.
Sincerely,

Colleen Cooper
Colleen Cooper (she/her) | Chief Executive Officer
Boys & Girls Clubs of Southern Maine

277 Cumberland Avenue | P.O. Box 7830

Portland, ME 04112 | (207) 874-1069 x300

Donate | Website | Facebook

Public Comment: Order 139-25/26, Approving the Payment-in-Lieu-of-Tax (PILOT) Policy

'Thomas O'Boyle' via Public Comment
Attachments
Sun, Jun 14, 11:51 AM (1 day ago)
to publiccomment@portlandmaine.gov, Mark, Pious, afournier@portlandmaine.gov, Ben, smichniewicz@portlandmaine.gov, wpelletier@portlandmaine.gov, Regina, Anna, Kate, cityclerk@portlandmaine.gov

Good morning,

Please find attached written testimony from the Portland Regional Chamber regarding Order 139-25/26, Approving the Payment in Lieu of Taxes (PILOT) Policy.

We respectfully request that this testimony be included in the packet for the City Council meeting on Monday, June 15, 2026.

Best,

A blue circle with a black background

Description automatically generated

Thomas
O'Boyle

Director of Advocacy

Portland Regional Chamber of Commerce

P: (207) 772-2811 ext. 110

C: (305) 926-5019

93 Exchange Street Portland, ME 04101

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Cape Elizabeth • Cumberland • Falmouth • Gorham •
Scarborough • South Portland • Portland • Westbrook

Friday, June 12, 2026

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

On behalf of the Portland Regional Chamber of Commerce, I am writing to share our perspective on **Order 139-25/26, Approving the Payment in Lieu of Tax (PILOT) policy.**

The Chamber recognizes the financial challenges facing the City and appreciates the difficult decisions the Council made in adopting the FY27 budget earlier this month. The budget debate highlighted an important reality: the greater the City's fiscal pressures, the more Portland relies on a healthy, stable nonprofit sector to provide essential services and support our community. Rather than strengthening those organizations and partnerships, the proposed Payment in Lieu of Taxes (PILOT) policy risks placing additional burdens on the nonprofit sector.

For the following reasons, we believe the proposed PILOT policy is not the right approach.

- **First, the conditions that led to the postponement of the original March vote still exist today.** Councilors postponed that vote amid concerns that the PILOT proposal was becoming conflated with the City Assessor's recent revocations and denials of nonprofit tax-exempt status. The Legislature did not adopt a statewide solution to the revocation issue this session, and many organizations continue to navigate appeals, reapplications, and difficult long-term planning decisions. While the PILOT proposal and the City Assessor's actions are legally separate matters, together they have created ongoing and significant uncertainty across Portland's nonprofit community.

- **Second, Portland's nonprofits are essential community and economic partners.** They provide housing, healthcare, behavioral health services, food assistance, education, workforce development, arts programming, and many other services the City cannot replicate on its own — all while dealing with increasing costs, growing service demands, and federal funding reductions. These organizations are also major employers and economic anchors whose work reduces pressure on municipal systems and helps stabilize communities during periods of economic uncertainty.

- **Third, Maine law exempts charitable nonprofits from property taxation in recognition of the public benefits they provide.** Nonprofits operate under financial structures fundamentally different from those of businesses and often rely on restricted grants, donor-directed funding, and government reimbursements that do not fully cover the cost of services. Unlike businesses, they generally lack the pricing flexibility and profit margins necessary to absorb new recurring costs. Yet the proposed PILOT formula is tied primarily to property value rather than financial capacity or ability to pay. As the Portland Press Herald Editorial Board[1] noted ahead of the scheduled March 2nd vote, "a nonprofit is exempted from property tax for a reason; so that it may more reasonably accomplish its mission."

[1] https://www.pressherald.com/2026/02/28/portland-needs-to-look-beyond-nonprofits-for-new-revenue-editorial/

PORTLAND
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- **Fourth, the recent Services in Lieu of Taxes (SILOT) amendment highlights fundamental challenges within the proposal concerning consistency and fairness.** By allowing housing providers to exceed the standard credit cap, the City is acknowledging that PILOT payments can affect an organization's ability to deliver services. If these operational realities justify special consideration for one sector, they apply equally to our healthcare providers, recovery organizations, and food assistance programs. It also raises questions about how future exemptions or adjustments may be applied. In practice, the amendment demonstrates how difficult it is for a uniform formula to account for the diverse missions, funding structures, and operating realities of Portland's nonprofit sector – and by doing so, it adds complexity rather than reducing it.

- **Fifth, the proposal offers uncertain financial benefits while creating the potential for significant unintended consequences.** City staff have acknowledged there is no guarantee the policy will generate additional revenue. At the same time, Portland already has mechanisms for working collaboratively with nonprofits through individualized agreements and partnerships that reflect each organization's unique mission and circumstances. While the proposed standardized framework may appear simpler, it does not eliminate the need for ongoing discussions regarding services, credits, and expectations.

Finally, the proposal's public disclosure requirement underscores many of the concerns we have raised. While the proposal is described as voluntary, this component will likely create practical and political pressure for nonprofits to participate regardless of their financial capacity. In effect, this dynamic could function as a de facto tax mechanism for organizations protected under Maine law in recognition of the public services they provide.

Portland's long-term fiscal stability will come from expanding the tax base through housing production, business growth, and economic development — sectors that assume tax liability and provide predictable revenue streams — while strengthening, not weakening, partnerships with the nonprofit institutions that support our residents every day.

For these reasons, **the Chamber respectfully urges the Council to reject the proposed Payment in Lieu of Taxes (PILOT) policy.**

Thank you for your consideration and for your continued service to the City of Portland.

Sincerely,



Thomas O'Boyle
Director of Advocacy, Portland Regional Chamber of Commerce

MEMORANDUM
City Council Agenda Item

FROM: Dena Libner, Chief of Staff

DATE: June 2, 2026

SUBJECT: Order 231-25/26 Adopting the Development Program for the Portland Tourism Municipal Development District for Fiscal Year 2026-2027 - Sponsored by the Housing and Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Pious Ali/Chair, meeting held on April 21, 2026, and the vote was 4-0 to send this to the City Council with a recommendation for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 6/1/2026 **Final Action 6/15/2026**

Can action be taken at a later date: No The June 15, 2026, meeting will be advertised in the Portland Press Herald on June 3, 2026

Does this item involve a new contract with the City: The Housing and Economic Development Committee reviewed this at their April 21, 2026, meeting and voted 4-0 to forward this to the City Council for approval.

PRESENTATION: Dena Libner, 3 Minutes

I. SUMMARY

This item and companion items would approve the Portland Tourism Municipal Development District for Fiscal Year 2026/2027.

II. AGENDA DESCRIPTION

The District was originally approved by the City Council to begin with the second half of FY2024 – January 1, 2024, through June 30, 2024, and was then approved for its first full year beginning with FY2025, and then again for FY2026, so FY2027 would be the third full year of operation.

For FY2027, City Council authorization is needed for the continued operation of the District, which includes: (1) Adopting the Development Program; (2) Establishment of Assessments for the District; and, (3) Authorizing the Agreement.

The revenue raised through the special assessment will fund the District's Development Program expenses for FY2027. The proposed assessment formula is detailed in the attached Staff Analysis.

The Housing and Economic Development Committee reviewed this item at its April 21, 2026, meeting, and voted 4-0 to forward this to the City Council with a recommendation to approve the District.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Visit Portland (VP), a/k/a Greater Portland Convention and Visitors Bureau, had originally approached the City indicating a need for the District as they were underfunded compared with other Destination Marketing Organizations (DMO), the majority of which are funded by lodging taxes and/or tourism development districts. Historically, VP had been largely funded by annual membership dues and advertising revenue. At that time, VP reported that their then current annual budget was less than half-a-million dollars, but pre-pandemic budgets had exceeded $1M. Other DMOs of similar size to VP, based on Portland's hotel room count of approximately 3,600, have operating budgets of anywhere from $2.3 Million to $14 Million. In order to be sustainable, VP requested the creation of the District.

In consultation with Corporation Counsel's office and outside counsel, it was determined that the District could be established using assessments similar to the Portland Downtown District (PDD). An assessment would be placed on non-seasonal lodging houses within the District of 40 or more rooms, at 1.5% per room sold. The larger lodging houses in the District were targeted for this level of financial contribution due to the programming that would occur through the District for tourism, economic development, and conferences.

Using 2026 data, it is estimated that an assessment rate of 1.5% per room sold would bring in an estimated $1.45 Million in assessments for FY2027. The City's administrative fee is 10% of assessments collected, which would net VP an estimated $1.3 Million for FY2027. See attached listing of the contributing lodging houses and estimated assessments.

With the District in place, VP has a sustainable source of funding to keep Portland competitive as a tourist and convention destination and provide assurances for additional marketing efforts needed during seasonal or economic downturns. VP targets national audiences and capitalizes on growth markets to drive high value, overnight offseason travel to the area, and solidify Portland as a year-round destination. These efforts bolster hotels, restaurants, and retail establishments, their employees, and the multitude of local business contracts needed to run these establishments.

VP tracks results to show a return on investment as a result of the District.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result would be for the Portland City Council to approve the District in a similar fashion as it does annually for the PDD, which would include approving the Development Program, Assessment Fee, and Agreement.

V. FINANCIAL IMPACT

Because of the 10% administrative fee to be retained by the City, negotiated and agreed upon by both parties, there is no financial impact to the City. Administrative fees are intended to cover staff costs associated with the administration of the program, as well as provide funding for City infrastructure needs impacted by increased tourism, including but not limited to, new public restrooms and maintenance, new trash receptacles and maintenance, public benches, and transportation.

VI. STAFF ANALYSIS AND BACKGROUND

Terms for the FY2027 District are recommended by staff as follows:

Agreement Period: Term of the agreement would be one year based on Fiscal Year, and approved annually by the City Council, similar to how the PDD is currently approved annually.

Assessment Rate and City's Administrative Fee: The assessment rate will be one and one-half percent (1.5%). Assessments for each individual lodging house would be established based on the following formula:

Number of Rooms x 365 = Number of Rooms/Year x Occupancy at 50% x Average Daily Room Rate Per

Hotel Class x 1.5% Assessment Rate.

Hotel Example for Upper Midscale Classification:

125 Rooms x 365 = 45,625
45,625 x 50% = 22,813
22,813 x $135.25 = $3,085,391
$3,085,391 x 1.5% = $46,281
$46,281 Assessment to Hotel
City 10% Admin = $4,628

Please see attached listing of non-seasonal lodging houses with 40 or more rooms, and, with an assessment fee of 1.5% per room sold, it is estimated that the FY2027 assessment would bring in just over $1.45 Million. With the City's 10% administrative fee of assessments collected, this would yield $145,363 to the City, and net VP $1.3 Million for FY2027.

The estimated assessment fees are based on the estimated number of rooms sold. VP estimated the occupancy percentage of 50% and the Average Daily Room Rate in these estimates was determined using data from the Smith Travel Research (STR) 2026 Report based on hotel class.

Annual Reporting: VP will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Director of Finance within six (6) months after the fiscal year.

Visit Portland will produce an annual report to the City reflecting all projects, expenses, and returns on investment of the District, including efforts to develop and implement workforce programs.

Visit Portland will post meeting minutes related to the District online.

The City will complete financial reporting on the 10% administrative fee at the same intervals.

Staff is recommending that the District for FY2027 be approved by the City Council based on the terms noted above.

VII. RECOMMENDATION

The Housing and Economic Development Committee reviewed this at their April 21, 2026, meeting and voted 4-0 to forward this to the City Council for approval.

VIII. LIST ATTACHMENTS

1. Order - Adopting the Portland Tourism Municipal Dev Destrict for FY27
2. PTDD Dev Program For FY2027 w Redlines for CC
3. PTDD Dev Program For FY2027 Cln for CC
4. Att - Listing of Hotels for FY2027

Prepared by:
Dena Libner, Chief of Staff
Date: 06/02/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER ADOPTING THE DEVELOPMENT PROGRAM FOR THE PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT FOR FISCAL YEAR 2026-2027

ORDERED, that pursuant to 30-A M.R.S. Section 5224, after public hearing, the City Council of the City of Portland hereby adopts the Development Program submitted by the City Manager, a copy of which is attached hereto, for the Portland Tourism Municipal Development District for fiscal year 2026-2027.

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT DEVELOPMENT PROGRAM

Presented to:

City Council

City of Portland

June ___, 2026~~5~~

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the "City") seeks to establish a Municipal Development District to be known as the "**Portland Tourism Municipal Development District**" (the "District"), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a "District Property"). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City's designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by **Exhibit C** and **Exhibit D** hereto.

C. Services and Programming

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the services and programming~~project~~ descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized services and programming~~projects~~ and their respective cost estimates for FY2027~~the second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis~~ and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Services and Programming	FY 2027~~6~~ Cost Estimate*

A. <u>Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per- click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshows, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	$~~791,949~~847,543

- Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;

- Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties;

- Research on current and new markets that would result in additional room night sales to assessed lodging properties

Services and Programming	FY 20276 Cost Estimate*
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services **may** include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements, including maintenance activities, that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, apprenticeship or educational programming as seasonality requires, and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources. .	$~~100,000~~50,000
C. **District Administration** The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	$~~533,692~~536,090
D. **Return on Investment/ Quarterly and Annual Reporting** The Development Program Manager will account for the expenses and results of the district specific to the Services and Programming and the return on investment as it relates to benefiting the property owners in the district and community related impact such as workforce programs.	$20,000

Services and Programming	FY 20276 Cost Estimate*
Total	**$~~1,445,641~~1,453,633**

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2027~~6~~ fiscal year July 1, 2026~~5~~ – June 30, 2026~~7~~, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term

room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property, for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2025~~5~~6, District begin date, the budget is based on July 1, 2026~~5~~, to June 30, 2027~~6~~, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2026~~5~~ District begin date, the District is expected to have a budget (FY2027~~6~~) of approximately $~~1,445,641~~ 1,453,633 based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on_____ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City _____on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

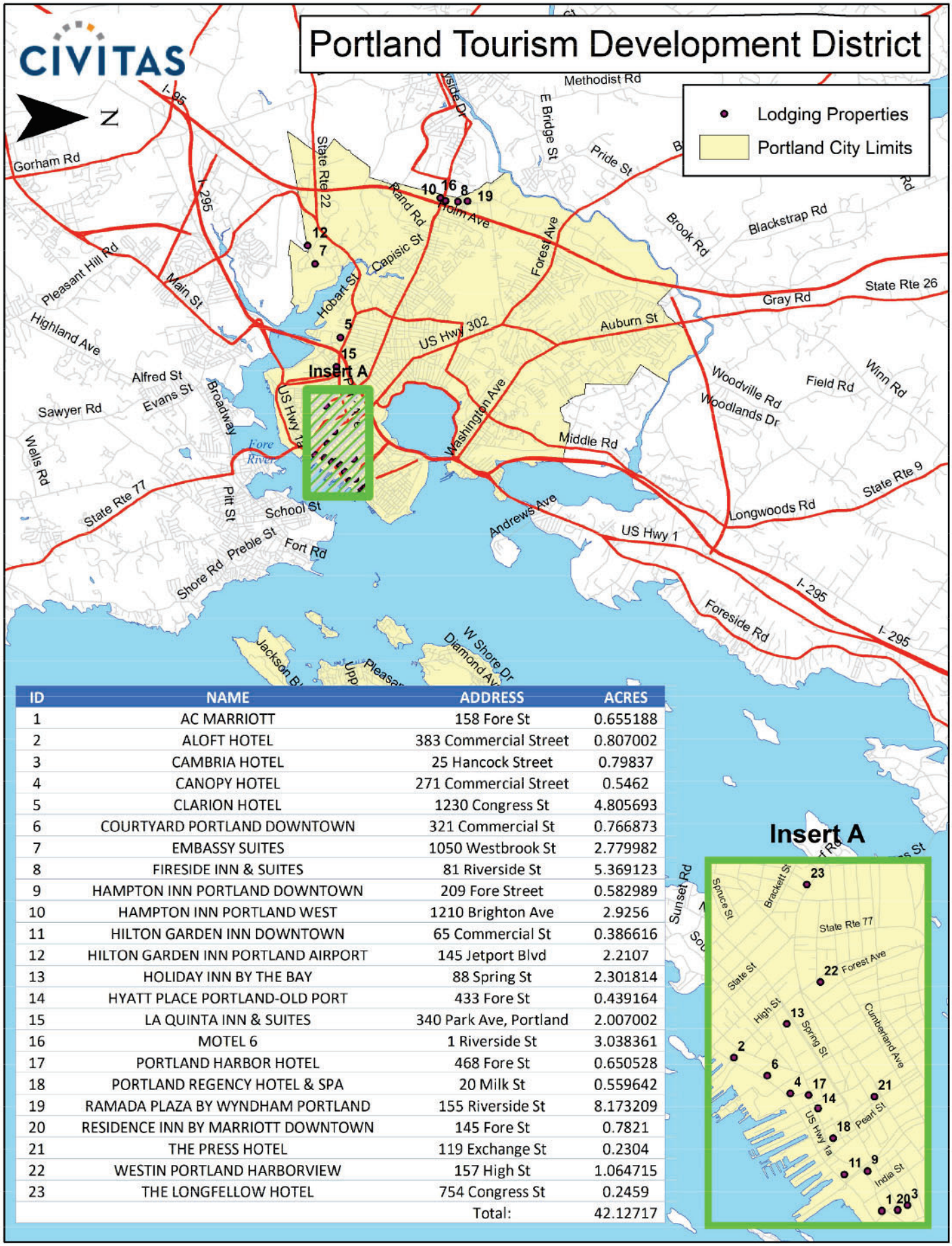
Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on , at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2026, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY RELATIVE TO CITY BOUNDARIES



ID	NAME	ADDRESS	ACRES
1	AC MARRIOTT	158 Fore St	0.655188
2	ALOFT HOTEL	383 Commercial Street	0.807002
3	CAMBRIA HOTEL	25 Hancock Street	0.79837
4	CANOPY HOTEL	271 Commercial Street	0.5462
5	CLARION HOTEL	1230 Congress St	4.805693
6	COURTYARD PORTLAND DOWNTOWN	321 Commercial St	0.766873
7	EMBASSY SUITES	1050 Westbrook St	2.779982
8	FIRESIDE INN & SUITES	81 Riverside St	5.369123
9	HAMPTON INN PORTLAND DOWNTOWN	209 Fore Street	0.582989
10	HAMPTON INN PORTLAND WEST	1210 Brighton Ave	2.9256
11	HILTON GARDEN INN DOWNTOWN	65 Commercial St	0.386616
12	HILTON GARDEN INN PORTLAND AIRPORT	145 Jetport Blvd	2.2107
13	HOLIDAY INN BY THE BAY	88 Spring St	2.301814
14	HYATT PLACE PORTLAND-OLD PORT	433 Fore St	0.439164
15	LA QUINTA INN & SUITES	340 Park Ave, Portland	2.007002
16	MOTEL 6	1 Riverside St	3.038361
17	PORTLAND HARBOR HOTEL	468 Fore St	0.650528
18	PORTLAND REGENCY HOTEL & SPA	20 Milk St	0.559642
19	RAMADA PLAZA BY WYNDHAM PORTLAND	155 Riverside St	8.173209
20	RESIDENCE INN BY MARRIOTT DOWNTOWN	145 Fore St	0.7821
21	THE PRESS HOTEL	119 Exchange St	0.2304
22	WESTIN PORTLAND HARBORVIEW	157 High St	1.064715
23	THE LONGFELLOW HOTEL	754 Congress St	0.2459
		Total:	42.12717

EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT DEVELOPMENT PROGRAM

Presented to:

City Council

City of Portland

June ___, 2026

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the "City") seeks to establish a Municipal Development District to be known as the "**Portland Tourism Municipal Development District**" (the "District"), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a "District Property"). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City's designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by **Exhibit C** and **Exhibit D** hereto.

C. Services and Programming

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the services and programming descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized services and programming and their respective cost estimates for FY2027 and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Services and Programming	FY 2027 Cost Estimate*

A. <u>Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: ● Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); ● Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; ● Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per- click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; ● Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; ● Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; ● Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; ● Attendance at tradeshows, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; ● Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	$847,543

• Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending; • Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties; • Research on current and new markets that would result in additional room night sales to assessed lodging properties	

Services and Programming	FY 2027 Cost Estimate*
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services **may** include: ● Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; ● Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; ● Infrastructure or capital improvements, including maintenance activities, that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; ● Funds shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, apprenticeship or educational programming as seasonality requires, and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources. .	$50,000
C. **District <u>Administration</u>** The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	$536,090
D. **<u>Return on Investment/ Quarterly and Annual Reporting</u>** The Development Program Manager will account for the expenses and results of the district specific to the Services and Programming and the return on investment as it relates to benefiting the property owners in the district and community related impact such as workforce programs.	$20,000

Services and Programming	FY 2027 Cost Estimate*
Total	**$1,453,633**

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

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The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

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As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2027 fiscal year July 1, 2026 – June 30, 2027, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property,

for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2026, District begin date, the budget is based on July 1, 2026, to June 30, 2027, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2026 District begin date, the District is expected to have a budget (FY2027) of approximately $1,453,633 based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on_____ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City _____on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on , at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2026, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY RELATIVE TO CITY BOUNDARIES

EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT-FY2027 - 4/9/2026	Address	Chart-Block-Lot	Acreage	Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE AS OF MARCH 2026)	Estimated Assessment for FY2027, Based on 50% ADR * 1.5% Assessment	10% of Assement Fee to City Adm.
Hotel Name									
- Economy Class						***50.0%***	***$78.20***	***1.50%***	***10%***
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384	128	46,720	23,360	$1,826,752.00	$27,401.28	$2,740.13
- Midscale Class						***50.0%***	***$102.08***	***1.50%***	***10%***
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173	119	43,435	21,718	$2,216,922.40	$33,253.84	$3,325.38
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691	196	71,540	35,770	$3,651,401.60	$54,771.02	$5,477.10
- Upper Midscale Class						***50.0%***	***$135.25***	***1.50%***	***10%***
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007	105	38,325	19,163	$2,591,728.13	$38,875.92	$3,887.59
Clarion Hotel Airport	1230 Congress St	189 A014001	4.8057	149	54,385	27,193	$3,677,785.63	$55,166.78	$5,516.68
Hampton Inn Portland Downtown - Waterfront	209 Fore Street	029 L00100H	0.5829	125	45,625	22,813	$3,085,390.63	$46,280.86	$4,628.09
Holiday Inn By The Bay	88 Spring St	039 E010001	2.3018	239	87,235	43,618	$5,899,266.88	$88,489.00	$8,848.90
Hampton Inn & Suites Portland West	1210 Brighton Ave	265 A001001	2.9256	86	31,390	15,695	$2,122,748.75	$31,841.23	$3,184.12
- Upscale Class						***50%***	***$167.02***	***1.5%***	***10%***
Residence Inn By Marriott Portland Downtown/Waterfront	147 Fore St	020 C010001	0.7821	179	65,335	32,668	$5,456,125.85	$81,841.89	$8,184.19
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Cambria Hotel Portland Downtown / Old Port	127 Fore St	020 C009005	0.7983	102	37,230	18,615	$3,109,077.30	$46,636.16	$4,663.62
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Hilton Garden Inn Portland Airport	145 Jetport Blvd	209A A016002	2.2107	76	27,740	13,870	$2,316,567.40	$34,748.51	$3,474.85
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Portland Regency Hotel & Spa	20 Milk St	029 R001001	0.5596	95	34,675	17,338	$3,840,776.38	$57,611.65	$5,761.16
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Embassy Suites by Hilton Portland Maine	1050 Westbrook St	210A A005001	2.78	124	45,260	22,630	$5,013,223.90	$75,198.36	$7,519.84
The Longfellow Hotel	754 Congress St.	054 G001001	0.2459	48	17,520	8,760	$1,940,602.80	$29,109.04	$2,910.90
- Luxury Class						***50%***	***$379.40***	***1.50%***	***10%***
Portland Harbor Hotel	468 Fore St	038 F009001	0.6505	97	35,405	17,703	$6,716,328.50	$100,744.93	$10,074.49
Totals:			42.1269				**$94,968,286.03**	**$1,453,633.33**	**$145,363.33**
								$1,308,270.00	

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 2, 2026

SUBJECT: Order 232-25/26 Establishing Implementation Assessments for the Portland Tourism Municipal Development District for Fiscal Year 2026-2027 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee.
(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 is a companion Order to the above Order.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND
Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

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

VI. STAFF ANALYSIS AND BACKGROUND
Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS
1. Order - Establishing Implementation Assessments for Portland Tourism FY27
2. Att - Listing of Hotels for FY2027

Prepared by:
Date: 06/02/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER ESTABLISHING IMPLEMENTATION ASSESSMENTS FOR THE PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT FOR FISCAL YEAR 2026-2027

ORDERED, that pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of $1,453,633 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Portland Tourism Municipal Development District, to fund implementation costs for such district for the period beginning July 1, 2026 and ending on June 30, 2027; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Portland Tourism Municipal Development, which real estate listing is attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2026 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT-FY2027 - 4/9/2026	Address	Chart-Block-Lot	Acreage	Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE AS OF MARCH 2026)	Estimated Assessment for FY2027, Based on 50% ADR * 1.5% Assessment	10% of Assement Fee to City Adm.
Hotel Name									
- Economy Class						***50.0%***	***$78.20***	***1.50%***	***10%***
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384	128	46,720	23,360	$1,826,752.00	$27,401.28	$2,740.13
- Midscale Class						***50.0%***	***$102.08***	***1.50%***	***10%***
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173	119	43,435	21,718	$2,216,922.40	$33,253.84	$3,325.38
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691	196	71,540	35,770	$3,651,401.60	$54,771.02	$5,477.10
- Upper Midscale Class						***50.0%***	***$135.25***	***1.50%***	***10%***
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007	105	38,325	19,163	$2,591,728.13	$38,875.92	$3,887.59
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Totals:			42.1269				**$94,968,286.03**	**$1,453,633.33**	**$145,363.33**
								$1,308,270.00	

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 2, 2026

SUBJECT: Order 233-25/26 Approving the Development Program Manager Agreement Between the City of Portland and Convention and Visitors' Bureau of Greater Portland, Doing Business as Visit Portland, for Fiscal Year 2026-2027 - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee

(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, Corporation Counsel has reviewed and approved Agreement.

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion Order to the above Order.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Approving the Development Program Manager Agreement with Visit Portland for FY27
2. PTDD Rdln FY2027Agrmt&DevPlan4-17-2026
3. PTDD Cln FY2027Agrmt&DevPlan4-17-2026

Prepared by:
Date: 06/02/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPROVING THE DEVELOPMENT PROGRAM MANAGER AGREEMENT BETWEEN THE CITY OF PORTLAND AND CONVENTION AND VISITORS' BUREAU OF GREATER PORTLAND, DOING BUSINESS AS VISIT PORTLAND FOR FISCAL YEAR 2026-2027

ORDERED, that the Agreement between the City of Portland and the Convention and Visitors' Bureau of Greater Portland doing business as Visit Portland is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to enter into said Agreement in substantially in the form attached, and any other documents necessary to effect the intent of this Order, to carry out the Development Plan for the Portland Tourism Municipal Development District for the period from and after its Effective Date and ending June 30, 2027.

AGREEMENT
BETWEEN THE CITY
OF PORTLAND AND
VISIT PORTLAND

This AGREEMENT made as of the 1st day of July, 2025~~5~~6, (the "Effective Date") is by and between the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the "City") and the CONVENTION AND VISITORS' BUREAU OF GREATER PORTLAND, doing business as VISIT PORTLAND, a Maine non-profit corporation with a mailing address of 1375 Congress Street, Portland, Maine 04102 ("Visit Portland") (collectively referred to as (the "Parties").

WHEREAS, by Council Orders _____, and dated _____, 2026~~5~~, the City has approved a tourism economic development district designated as the ***Portland Tourism Municipal Development District*** (the "District"), the Development Program (defined below), including a map of the District, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Visit Portland has been designated as the independent, non-profit corporation that shall manage the District as the Development Program Manager; and

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby mutually agree as follows:

ARTICLE I. Term

The term of this Agreement shall commence with the establishment of the District, and shall expire on June 30, 2027~~6~~ ("the Term").

ARTICLE II. Financial Considerations

a. The City Council has approved the Portland Tourism Municipal Development District Development Program for the District ("the Development Program") and the special assessment rate that provides funding to support the Development Program.

b. The City shall make assessments (the "Assessments") on all non-seasonal lodging properties with forty (40) rooms or more located within the boundaries of the District (each a "District Property") in accordance with the Development Program as authorized by the City Council and permitted by law.

c. The City shall remit the Assessments to Visit Portland within thirty (30) days of collection, less the administrative fee of ten percent (10%) of District revenue as described in the Development Program. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district.

d. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be subject to the City's administrative fee described in the Development Plan and less any amounts remaining to be reimbursed under a prior year Agreement with the City. City will provide Visit Portland with written detail as to any deductions taken from payments under this paragraph.

e. Notwithstanding the foregoing, Visit Portland agrees that it will neither encumber funds that it anticipates receiving from the District Assessments nor incur expenditures in anticipation of receipt of such funds except in accordance with the Development Program.

f. Visit Portland has approved Visit Portland's budget and Development Program, covering the period beginning on July 1, 2026~~5~~, and ending on June 30, 2027~~6~~, and the City Council has approved the assessment that provides funding to support Visit Portland's budget and Development Program.

g. Any penalties and interest collected by the City for nonpayment of assessments shall be retained by the City. Such penalties and interest shall be equivalent to penalties and interest for nonpayment of property taxes.

h. Visit Portland will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Finance Director within six (6) months after the fiscal year ends.

i. Visit Portland will produce an annual report to be submitted to the City reflecting all projects~~,~~ expenses, and returns on investments of the District. Any audits needed to verify collection assessment will be paid for by Visit Portland. The City may require reporting and conduct an audit without cause no more than once during the Term to verify remittance in accordance with the assessment formula.

Visit Portland shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Visit Portland's books and records particular to the District expenditures.

ARTICLE III. Services To Be Provided By Visit Portland

During the Term, Visit Portland shall:

a. Provide the services described herein and in the Development Program.

b. Provide staff and administrative services sufficient for the performance of the services described herein and in the Development Program.

c. Maintain a corporate Board of Directors whose members fairly represent a cross section of District Property owners or their designees in the District, and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

d. Maintain a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Visit Portland.

e. Provide liaison between the City, the District property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the District.

f. Maintain all minutes and records of Visit Portland proceedings as may be required.

g. Post meeting minutes related to the District online.

h. Nothing in this Agreement is intended to or shall be construed to limit Visit Portland's general powers, as set forth in the Maine Non-profit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE IV. Termination

a. The District will commence upon the date of its establishment by the City Council and continue indefinitely in accordance with applicable law until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law. The City has and reserves the right to suspend, terminate or abandon the execution of any work by Visit Portland upon receipt of a petition dissolving the District.

b. This Agreement may be terminated by either Party for good cause. If Visit Portland or the City should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice of complaint from the City Manager or Visit Portland specifying such failure, either Party may provide the other with notice of failure to perform the Agreement as provided herein. Upon receipt of notice, Visit Portland or the City shall have a ninety (90) day period, computed from the date of delivery of the notice of failure to perform, within which the affected Party may provide a written plan to remedy the complaint. In the event that a determination is made at the expiration of the ninety (90) day period that the complaint is unresolved, either Party may declare their intent to terminate the Agreement and identify the specific date of termination with a written notice. Either Party shall have the right to appeal the decision to the other. Either Party shall file such appeal within seven (7) business days from the date the Party receives the notice of termination. If such appeal does not remedy the complaint, consideration for termination of this Agreement would be subject to a vote of the City Council.

c. Nothing herein shall be construed as giving Visit Portland the right to perform the work contemplated under this Agreement beyond the time that the City Council terminates this Agreement. In case Visit Portland should be discharged before all the services contemplated in this Agreement have been completed, or the services for any reason should be stopped, either because of the expiration of the Term or because of the inability of Visit Portland to fulfill its obligations under this Agreement, Visit Portland shall be reimbursed for all services satisfactorily performed prior to the effective date of termination in accordance with Article II hereof, but only to the extent that sufficient Assessments have been received by the City to make such reimbursement. After termination of the Agreement, Visit Portland shall:

1. With respect to existing activities, take only such actions as the City Manager shall direct;
2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Visit Portland in and to all existing orders and agreements.
3. To the extent rights, title and interests of Visit Portland in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Visit Portland shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Visit Portland as part

of or in connection with the work.

5. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be returned to the City and appropriated for the purposes of the Development Program, subject to the approval of the City Council.

ARTICLE V. Assignment

Visit Portland covenants and agrees that it will neither assign nor transfer any rights here under, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VI. Performance of Services

All services performed by Visit Portland under this Agreement, or by third parties paid with funds provided under this Agreement, shall be performed in a good, workman like fashion and in accordance with all applicable professional and industry standards.

ARTICLE VII. Compliance with Law

Visit Portland will comply with all provisions of Federal, State, and local law, applicable to the services provided under this Agreement. Visit Portland further agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with all applicable provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. Visit Portland specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a

claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by Visit Portland where appropriate.

ARTICLE VIII. Indemnification

a. Visit Portland shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:

    1. To the fullest extent permitted by law, Visit Portland shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Visit Portland, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;

    2. All claims and liens of Visit Portland's consultants, subcontractors, and their laborers, mechanics, material men, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification and shall not be limited by any provision for insurance contained in this Agreement.

b. Notwithstanding the foregoing, nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

ARTICLE IX. Insurance

a. Neither Visit Portland nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.

b. Prior to the execution of this Agreement, Visit Portland shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars ($1,000,000.00) per claim.
- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Visit Portland shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Visit Portland shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Visit Portland shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Visit Portland shall provide City with a complete copy of any of the above-referenced policies. Visit Portland shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed $10,000.00 without prior written approval of Corporation Counsel). City's acceptance or lack of acceptance of Visit Portland's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Visit Portland's obligation to obtain and maintain such insurance as required by this agreement.

Article X. No Joint Venture; Independent Contractors

a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal

representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.

b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.

c. Nothing in this Agreement is intended to or does prohibit Visit Portland or the City from entering into any other contractual relationship with each other or any third party.

Article XI. Miscellaneous Provisions

a. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

b. This Agreement and its attachments represent the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the City and Visit Portland.

c. Visit Portland warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of Visit Portland has the authority to do so.

d. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ___ day of _____, 2026~~5~~

WITNESS

_____

CITY OF PORTLAND

By:_____
Danielle P. West
Its City Manager

WITNESS

_____

CONVENTION AND VISITORS' BUREAU OF GREATER PORTLAND

By:_____
Print Name:
Its:_____

Approved as to Form:

_____
City Corporation Counsel

Approved as to Funds:

_____
City Finance Department

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT DEVELOPMENT PROGRAM

Presented to:

City Council

City of Portland

June ___, 2026~~5~~

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Development Program

I. Introduction

The City of Portland (the "City") seeks to establish a Municipal Development District to be known as the "**Portland Tourism Municipal Development District**" (the "District"), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a "District Property"). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City's designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by **Exhibit C** and **Exhibit D** hereto.

C. Services and Programming

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the services and programming~~project~~ descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized services and programming~~projects~~ and their respective cost estimates for FY2027~~the second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis~~ and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Services and Programming	FY 2027~~6~~ Cost Estimate*

A. <u>Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: ● Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); ● Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; ● Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per- click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; ● Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; ● Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; ● Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; ● Attendance at tradeshows, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; ● Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	$~~791,949~~847,543

• Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending; • Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties; • Research on current and new markets that would result in additional room night sales to assessed lodging properties	

Services and Programming	FY 20276 Cost Estimate*
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services **may** include: ● Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; ● Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; ● Infrastructure or capital improvements, including maintenance activities, that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; ● Funds shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, apprenticeship or educational programming as seasonality requires, and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources. .	$~~100,000~~50,000
C. **District Administration** The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	$~~533,692~~536,090
D. **Return on Investment/ Quarterly and Annual Reporting** The Development Program Manager will account for the expenses and results of the district specific to the Services and Programming and the return on investment as it relates to benefiting the property owners in the district and community related impact such as workforce programs.	$20,000

Services and Programming	FY 20276 Cost Estimate*
Total	**$1,445,6411,453,633**

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2027~~6~~ fiscal year July 1, 2026~~5~~ – June 30, 2026~~7~~, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term

room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property, for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2025~~5~~6, District begin date, the budget is based on July 1, 2026~~5~~, to June 30, 2027~~6~~, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2026~~5~~ District begin date, the District is expected to have a budget (FY2027~~6~~) of approximately $~~1,445,641~~ 1,453,633 based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on_____ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City _____on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

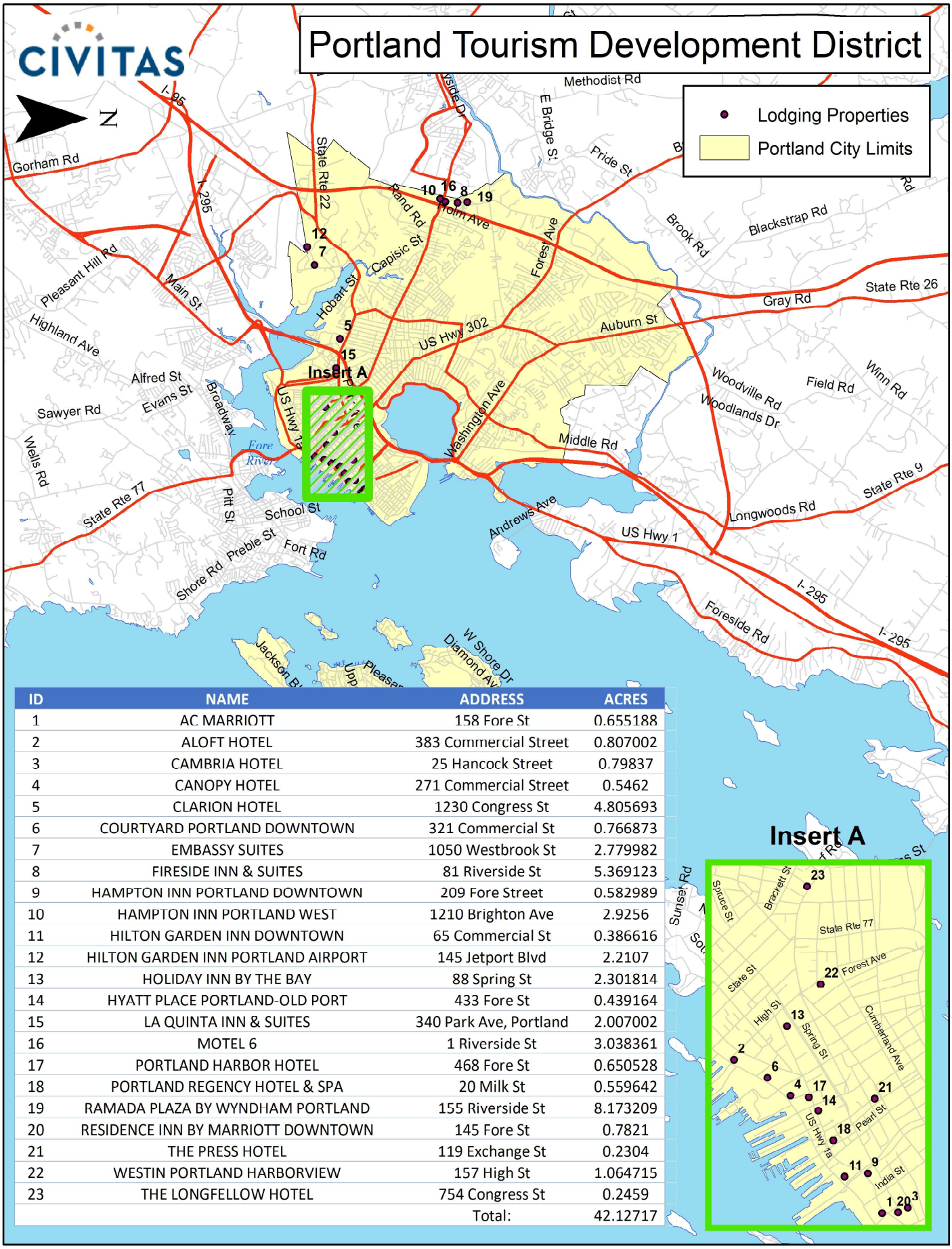
Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on , at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2026~~4~~, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY RELATIVE TO CITY BOUNDARIES



ID	NAME	ADDRESS	ACRES
1	AC MARRIOTT	158 Fore St	0.655188
2	ALOFT HOTEL	383 Commercial Street	0.807002
3	CAMBRIA HOTEL	25 Hancock Street	0.79837
4	CANOPY HOTEL	271 Commercial Street	0.5462
5	CLARION HOTEL	1230 Congress St	4.805693
6	COURTYARD PORTLAND DOWNTOWN	321 Commercial St	0.766873
7	EMBASSY SUITES	1050 Westbrook St	2.779982
8	FIRESIDE INN & SUITES	81 Riverside St	5.369123
9	HAMPTON INN PORTLAND DOWNTOWN	209 Fore Street	0.582989
10	HAMPTON INN PORTLAND WEST	1210 Brighton Ave	2.9256
11	HILTON GARDEN INN DOWNTOWN	65 Commercial St	0.386616
12	HILTON GARDEN INN PORTLAND AIRPORT	145 Jetport Blvd	2.2107
13	HOLIDAY INN BY THE BAY	88 Spring St	2.301814
14	HYATT PLACE PORTLAND-OLD PORT	433 Fore St	0.439164
15	LA QUINTA INN & SUITES	340 Park Ave, Portland	2.007002
16	MOTEL 6	1 Riverside St	3.038361
17	PORTLAND HARBOR HOTEL	468 Fore St	0.650528
18	PORTLAND REGENCY HOTEL & SPA	20 Milk St	0.559642
19	RAMADA PLAZA BY WYNDHAM PORTLAND	155 Riverside St	8.173209
20	RESIDENCE INN BY MARRIOTT DOWNTOWN	145 Fore St	0.7821
21	THE PRESS HOTEL	119 Exchange St	0.2304
22	WESTIN PORTLAND HARBORVIEW	157 High St	1.064715
23	THE LONGFELLOW HOTEL	754 Congress St	0.2459
		Total:	42.12717

EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

AGREEMENT
BETWEEN THE CITY
OF PORTLAND AND
VISIT PORTLAND

This AGREEMENT made as of the 1st day of July, 2026, (the "Effective Date") is by and between the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the "City") and the CONVENTION AND VISITORS' BUREAU OF GREATER PORTLAND, doing business as VISIT PORTLAND, a Maine non-profit corporation with a mailing address of 1375 Congress Street, Portland, Maine 04102 ("Visit Portland") (collectively referred to as (the "Parties").

WHEREAS, by Council Orders _____, and dated _____, 2026, the City has approved a tourism economic development district designated as the ***Portland Tourism Municipal Development District*** (the "District"), the Development Program (defined below), including a map of the District, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Visit Portland has been designated as the independent, non-profit corporation that shall manage the District as the Development Program Manager; and

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby mutually agree as follows:

ARTICLE I. Term

The term of this Agreement shall commence with the establishment of the District, and shall expire on June 30, 2027 ("the Term").

ARTICLE II. Financial Considerations

a. The City Council has approved the Portland Tourism Municipal Development District Development Program for the District ("the Development Program") and the special assessment rate that provides funding to support the Development Program.

b. The City shall make assessments (the "Assessments") on all non-seasonal lodging properties with forty (40) rooms or more located within the boundaries of the District (each a "District Property") in accordance with the Development Program as authorized by the City Council and permitted by law.

c. The City shall remit the Assessments to Visit Portland within thirty (30) days of collection, less the administrative fee of ten percent (10%) of District revenue as described in the Development Program. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district.

d. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be subject to the City's administrative fee described in the Development Plan and less any amounts remaining to be reimbursed under a prior year Agreement with the City. City will provide Visit Portland with written detail as to any deductions taken from payments under this paragraph.

e. Notwithstanding the foregoing, Visit Portland agrees that it will neither encumber funds that it anticipates receiving from the District Assessments nor incur expenditures in anticipation of receipt of such funds except in accordance with the Development Program.

f. Visit Portland has approved Visit Portland's budget and Development Program, covering the period beginning on July 1, 2026, and ending on June 30, 2027, and the City Council has approved the assessment that provides funding to support Visit Portland's budget and Development Program.

g. Any penalties and interest collected by the City for nonpayment of assessments shall be retained by the City. Such penalties and interest shall be equivalent to penalties and interest for nonpayment of property taxes.

h. Visit Portland will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Finance Director within six (6) months after the fiscal year ends.

i. Visit Portland will produce an annual report to be submitted to the City reflecting all projects expenses, and returns on investments of the District. Any audits needed to verify collection assessment will be paid for by Visit Portland. The City may require reporting and conduct an audit without cause no more than once during the Term to verify remittance in accordance with the assessment formula.

Visit Portland shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Visit Portland's books and records particular to the District expenditures.

ARTICLE III. Services To Be Provided By Visit Portland

During the Term, Visit Portland shall:

a. Provide the services described herein and in the Development Program.

b. Provide staff and administrative services sufficient for the performance of the services described herein and in the Development Program.

c. Maintain a corporate Board of Directors whose members fairly represent a cross section of District Property owners or their designees in the District, and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

d. Maintain a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Visit Portland.

e. Provide liaison between the City, the District property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the District.

f. Maintain all minutes and records of Visit Portland proceedings as may be required.

g. Post meeting minutes related to the District online.

h. Nothing in this Agreement is intended to or shall be construed to limit Visit Portland's general powers, as set forth in the Maine Non-profit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE IV. Termination

a. The District will commence upon the date of its establishment by the City Council and continue indefinitely in accordance with applicable law until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law. The City has and reserves the right to suspend, terminate or abandon the execution of any work by Visit Portland upon receipt of a petition dissolving the District.

b. This Agreement may be terminated by either Party for good cause. If Visit Portland or the City should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice of complaint from the City Manager or Visit Portland specifying such failure, either Party may provide the other with notice of failure to perform the Agreement as provided herein. Upon receipt of notice, Visit Portland or the City shall have a ninety (90) day period, computed from the date of delivery of the notice of failure to perform, within which the affected Party may provide a written plan to remedy the complaint. In the event that a determination is made at the expiration of the ninety (90) day period that the complaint is unresolved, either Party may declare their intent to terminate the Agreement and identify the specific date of termination with a written notice. Either Party shall have the right to appeal the decision to the other. Either Party shall file such appeal within seven (7) business days from the date the Party receives the notice of termination. If such appeal does not remedy the complaint, consideration for termination of this Agreement would be subject to a vote of the City Council.

c. Nothing herein shall be construed as giving Visit Portland the right to perform the work contemplated under this Agreement beyond the time that the City Council terminates this Agreement. In case Visit Portland should be discharged before all the services contemplated in this Agreement have been completed, or the services for any reason should be stopped, either because of the expiration of the Term or because of the inability of Visit Portland to fulfill its obligations under this Agreement, Visit Portland shall be reimbursed for all services satisfactorily performed prior to the effective date of termination in accordance with Article II hereof, but only to the extent that sufficient Assessments have been received by the City to make such reimbursement. After termination of the Agreement, Visit Portland shall:

1. With respect to existing activities, take only such actions as the City Manager shall direct;
2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Visit Portland in and to all existing orders and agreements.
3. To the extent rights, title and interests of Visit Portland in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Visit Portland shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Visit Portland as part

of or in connection with the work.

5. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be returned to the City and appropriated for the purposes of the Development Program, subject to the approval of the City Council.

ARTICLE V. Assignment

Visit Portland covenants and agrees that it will neither assign nor transfer any rights here under, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VI. Performance of Services

All services performed by Visit Portland under this Agreement, or by third parties paid with funds provided under this Agreement, shall be performed in a good, workman like fashion and in accordance with all applicable professional and industry standards.

ARTICLE VII. Compliance with Law

Visit Portland will comply with all provisions of Federal, State, and local law, applicable to the services provided under this Agreement. Visit Portland further agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with all applicable provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. Visit Portland specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a

claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by Visit Portland where appropriate.

ARTICLE VIII. Indemnification

a. Visit Portland shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:

    1. To the fullest extent permitted by law, Visit Portland shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Visit Portland, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;

    2. All claims and liens of Visit Portland's consultants, subcontractors, and their laborers, mechanics, material men, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification and shall not be limited by any provision for insurance contained in this Agreement.

b. Notwithstanding the foregoing, nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

ARTICLE IX. Insurance

a. Neither Visit Portland nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.

b. Prior to the execution of this Agreement, Visit Portland shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars ($1,000,000.00) per claim.
- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Visit Portland shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Visit Portland shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Visit Portland shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Visit Portland shall provide City with a complete copy of any of the above-referenced policies. Visit Portland shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed $10,000.00 without prior written approval of Corporation Counsel). City's acceptance or lack of acceptance of Visit Portland's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Visit Portland's obligation to obtain and maintain such insurance as required by this agreement.

Article X. No Joint Venture; Independent Contractors

a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal

representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.

b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.

c. Nothing in this Agreement is intended to or does prohibit Visit Portland or the City from entering into any other contractual relationship with each other or any third party.

Article XI. Miscellaneous Provisions

a. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

b. This Agreement and its attachments represent the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the City and Visit Portland.

c. Visit Portland warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of Visit Portland has the authority to do so.

d. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ___ day of _____, 2026

WITNESS

_____

CITY OF PORTLAND

By:_____
Danielle P. West
Its City Manager

WITNESS

_____

CONVENTION AND VISITORS' BUREAU OF GREATER PORTLAND

By:_____
Print Name:
Its:_____

Approved as to Form:

_____
City Corporation Counsel

Approved as to Funds:

_____
City Finance Department

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT DEVELOPMENT PROGRAM

Presented to:

City Council

City of Portland

June ___, 2026

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Development Program

I. Introduction

The City of Portland (the "City") seeks to establish a Municipal Development District to be known as the "**Portland Tourism Municipal Development District**" (the "District"), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a "District Property"). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City's designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by **Exhibit C** and **Exhibit D** hereto.

C. Services and Programming

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the services and programming descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized services and programming and their respective cost estimates for FY2027 and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Services and Programming	FY 2027 Cost Estimate*

A. <u>Sales, Marketing, Promotions, Destination Development and Special Events.</u> Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers. Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+. Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts. Projects may include: ● Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); ● Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; ● Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per- click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; ● Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; ● Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; ● Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; ● Attendance at tradeshows, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; ● Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	$847,543

• Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending; • Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties; • Research on current and new markets that would result in additional room night sales to assessed lodging properties	

Services and Programming	FY 2027 Cost Estimate*
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services **may** include: ● Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; ● Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; ● Infrastructure or capital improvements, including maintenance activities, that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; ● Funds shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, apprenticeship or educational programming as seasonality requires, and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources. .	$50,000
C. **District <u>Administration</u>** The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	$536,090
D. **<u>Return on Investment/ Quarterly and Annual Reporting</u>** The Development Program Manager will account for the expenses and results of the district specific to the Services and Programming and the return on investment as it relates to benefiting the property owners in the district and community related impact such as workforce programs.	$20,000

Services and Programming	FY 2027 Cost Estimate*
Total	**$1,453,633**

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 42.1269 acres of property and will begin for the 2027 fiscal year July 1, 2026 – June 30, 2027, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property,

for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2026, District begin date, the budget is based on July 1, 2026, to June 30, 2027, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2026 District begin date, the District is expected to have a budget (FY2027) of approximately $1,453,633 based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on_____ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City _____on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

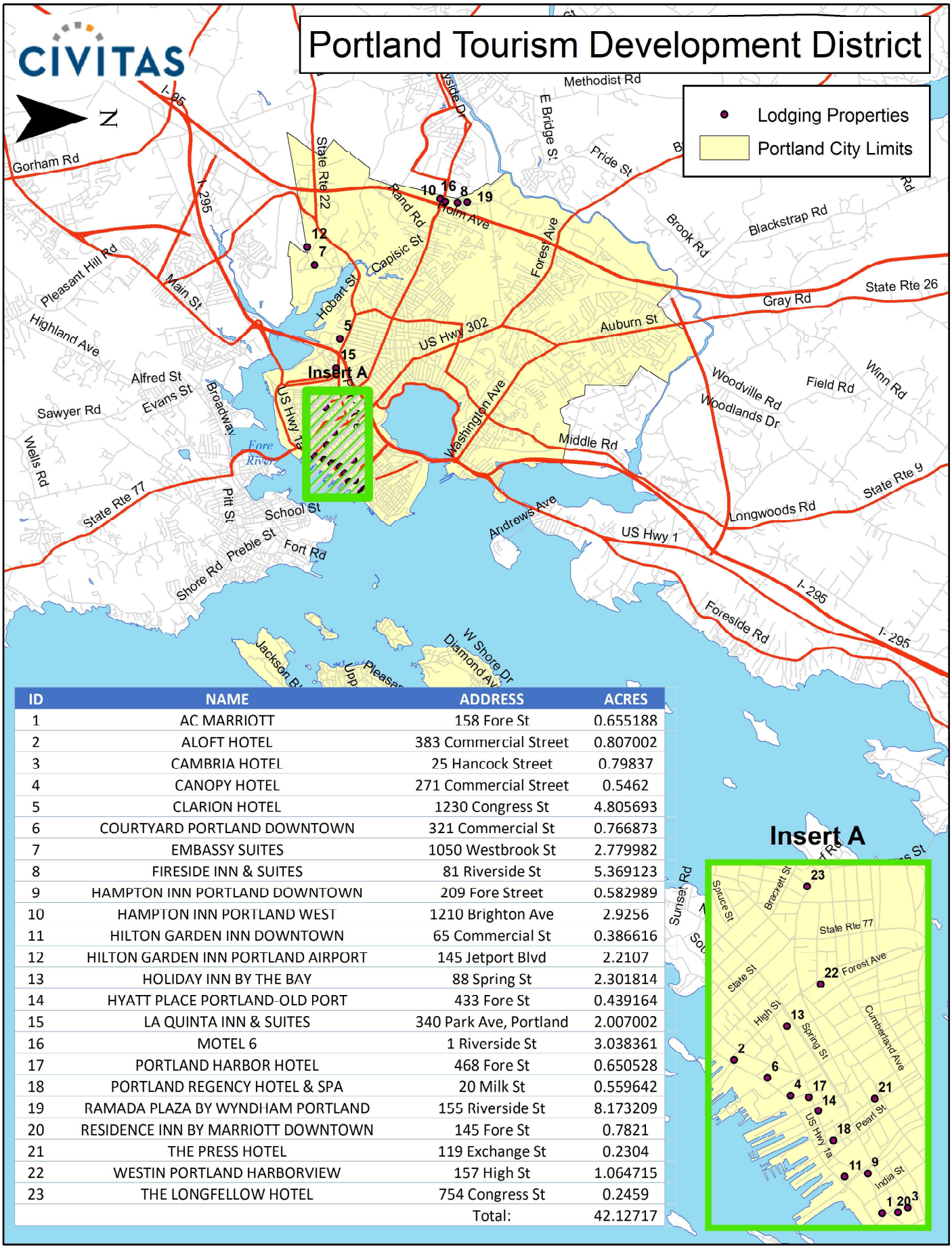
Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on , at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2026, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY RELATIVE TO CITY BOUNDARIES



ID	NAME	ADDRESS	ACRES
1	AC MARRIOTT	158 Fore St	0.655188
2	ALOFT HOTEL	383 Commercial Street	0.807002
3	CAMBRIA HOTEL	25 Hancock Street	0.79837
4	CANOPY HOTEL	271 Commercial Street	0.5462
5	CLARION HOTEL	1230 Congress St	4.805693
6	COURTYARD PORTLAND DOWNTOWN	321 Commercial St	0.766873
7	EMBASSY SUITES	1050 Westbrook St	2.779982
8	FIRESIDE INN & SUITES	81 Riverside St	5.369123
9	HAMPTON INN PORTLAND DOWNTOWN	209 Fore Street	0.582989
10	HAMPTON INN PORTLAND WEST	1210 Brighton Ave	2.9256
11	HILTON GARDEN INN DOWNTOWN	65 Commercial St	0.386616
12	HILTON GARDEN INN PORTLAND AIRPORT	145 Jetport Blvd	2.2107
13	HOLIDAY INN BY THE BAY	88 Spring St	2.301814
14	HYATT PLACE PORTLAND-OLD PORT	433 Fore St	0.439164
15	LA QUINTA INN & SUITES	340 Park Ave, Portland	2.007002
16	MOTEL 6	1 Riverside St	3.038361
17	PORTLAND HARBOR HOTEL	468 Fore St	0.650528
18	PORTLAND REGENCY HOTEL & SPA	20 Milk St	0.559642
19	RAMADA PLAZA BY WYNDHAM PORTLAND	155 Riverside St	8.173209
20	RESIDENCE INN BY MARRIOTT DOWNTOWN	145 Fore St	0.7821
21	THE PRESS HOTEL	119 Exchange St	0.2304
22	WESTIN PORTLAND HARBORVIEW	157 High St	1.064715
23	THE LONGFELLOW HOTEL	754 Congress St	0.2459
		Total:	42.12717

EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 2, 2026

SUBJECT: Order 234-25/26 Adopting Development Program for Portland Downtown for Fiscal Year 2026-2027 - Sponsored by the Finance Committee, April Fournier, Chair

SPONSOR: Finance Committee, Councilor April Fournier/Chair, meeting held May 7, 2026.
(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 6/1/2026 **Final Action 6/15/2026**

Can action be taken at a later date: No No, the June 15, 2026, meeting will be advertised in the *Portland Press Herald* on June 3, 2026.

Does this item involve a new contract with the City: Yes, Corporation Counsel has reviewed the Agreement and approved.

PRESENTATION: None

I. SUMMARY

Annually, the City Council authorizes the City Manager to execute documents necessary for the continued operation of Portland Downtown (formerly known as Portland's Downtown District). Three Orders are passed on an annual basis as part of this effort. The first authorizes the Portland Downtown District annual development plan as passed by the Portland Downtown Board. The second establishes the maintenance and implementation assessments in order to fund the development plan. The final Order approves the agreement between the City and Portland Downtown, including the agreement between the City Public Works Department and Portland Downtown for supplemental services in the District.

II. AGENDA DESCRIPTION

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

For FY2027, City Council authorization is needed for the continued operation of PD, which documents include: (l) Adopting the Development Program for the PD; (2) Assessing Maintenance and Implementation Assessments in the PD District; and, (3) authorizing the Agreement for work to be done by PD and work to be done by the City.

The budget for PD is funded largely from special assessments on all real estate in the current District. The revenue raised through the special assessment will fund the majority of PD development program expenses for FY2027. The proposed mil rate to raise the assessment revenue budget is estimated at $1.07 per $1,000 of property value in the current District in order to raise the PD Board approved assessment revenue of approximately $2.43 Million.

Portland Downtown representatives provided a presentation to the Finance Committee at the May 7, 2026, meeting and answered questions from Committee members.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for the City Council to accept the FY2027 Development Plan, authorize the annual special assessment levied to property owners in the District in order for the PD to continue its program of services to support downtown cleanliness, safety, and events, and to formalize the Agreement between the PD and the City for services.

V. FINANCIAL IMPACT

There is no fiscal impact from this Order 234 to the City - this assessment is funded directly by Downtown District property owners in a special assessment. The amount of the assessment is increasing from $2,340,144 in FY26 to $2,429,122 for FY27 and the assessment amount is being approved in Order 235-25/26.

VI. STAFF ANALYSIS AND BACKGROUND

City staff have reviewed the documents and recommends the City Council vote to approve these items.

VII. RECOMMENDATION

Move passage.

VIII. LIST ATTACHMENTS

1. Order - Adopting Dev Program for Portland Downtown for FY27
2. FY2027 PDD Development Plan

Prepared by:
Date: 06/02/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER ADOPTING DEVELOPMENT PROGRAM FOR PORTLAND DOWNTOWN FOR FISCAL YEAR 2026-2027

ORDERED, that pursuant to 30-A M.R.S. Section 5224, after public hearing, the City Council of the City of Portland hereby adopts the Development Program submitted by the City Manager, a copy of which is attached hereto, for the Downtown Improvement District, Inc. doing business as Portland Downtown for fiscal year 2026-2027.

FY27 Budget and Development Plan

Portland Downtown stimulates a thriving, vibrant & sustainable downtown community

FY26 Highlights

- Ambassador Launch
- Monument Square Tree Cam
- Quick Action Engagement during “Operation Open Catch”
- 2/07 Day + Governor Proclamation
- in-house graffiti removal
- Partnered with service providers for Cotton Street Food Distribution
- Crosswalk Activation, con’t
- Park(ing) Day
- Downtown Worker Appreciation Week
- Increased Seating Downtown
- Increased Planters
- Monumental Markets
- World Cup Watch Party - coming soon!
- Jane’s Walks

Fiscal Year 2027

- FY27 increase is ~5% for inflation
- Supplemental Services - PD undewrites eight (8) City Public Works employees (6 @ 100%, 2 @ 50%)
- Continued funding for various social service partners
- Launching public restroom
- Continuing our mural program
- Continued increased placemaking & space activation
- Winter City Lights (Pandora's Lights) - PD is largest funder

Notes on FY27 Budget

- Enhanced Space Activation Work (new tables, chairs, umbrellas for Monument Square, etc)
- Concerts on Congress, Movies on the Monument & more
- Continued social service partnership
- Continued graffiti efforts, now managed by Ambassadors
- Continued focus on empty spaces in Arts District

FY27 Development Plan

- Continuing education & training for staff & ambassadors
- Continue to expand mural program - new one announced soon!
- Further engage downtown residential community
- Monument Square focus continues
- Public Restroom management & oversight
- Age-Friendly Business efforts continue
- Grow Placemaking efforts

Strategic Plan Guiding Principles

- Portland Downtown is a community builder
- Portland Downtown is a key advocate for the downtown community
- Portland Downtown is a strong partner & collaborator
- Portland Downtown strives to be increasingly environmentally sustainable
- Portland Downtown believes in organizational sustainability

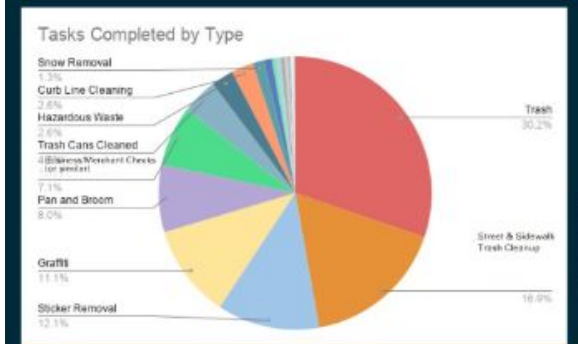
AMBASSADOR PROGRAM REPORT

PORTLAND DOWNTOWN

Q3 - Jan 1, 2026- March 31, 2026



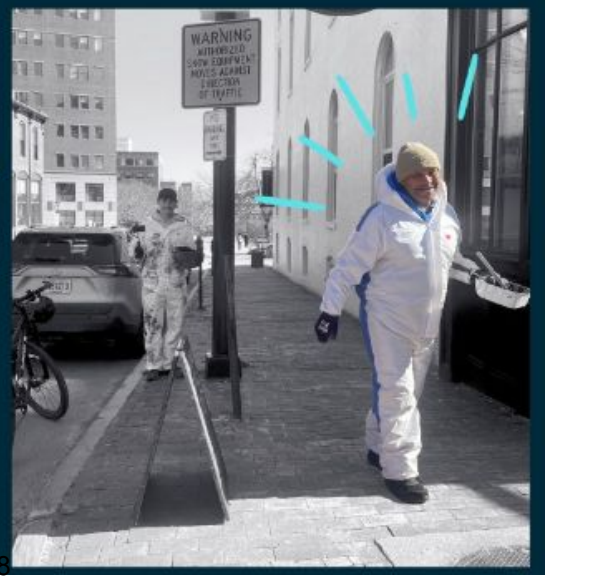
9915 TASKS COMPLETED



62% - trash removal & trash can maintenance
23% - graffiti & sticker removal
2.6% - hazardous waste (Needle Pick up & Feces removal)

HIGHLIGHTS

- Verbal Judo training with Portland Public Works
- Narcan and "Stop The Bleed" training with Portland Public Health
- Distributed updated resource cards across the community
- Completed Spring Business Blitz



"I've really appreciated seeing the Ambassador presence downtown. There is a notable shift in cleanliness near my business."
-Business Owner

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 2, 2026

SUBJECT: Order 235-25/26 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2026-2027 - Sponsored by the Finance Committee, April Fournier, Chair

SPONSOR: Danielle West, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action**

Can action be taken at a later date: No 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 is a companion item to the above Order.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Establishing Implementation Assessments for Portland Downtown for FY27
2. Assessment Listing for CC 6-1-2026

Prepared by:
Date: 06/02/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER ESTABLISHING MAINTENANCE AND IMPLEMENTATION ASSESSMENTS FOR PORTLAND DOWNTOWN FOR FISCAL YEAR 2026-2027

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of $2,429,122 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Downtown Improvement District, Inc. doing business as Portland Downtown, to fund maintenance and implementation costs for such district for the period beginning July 1, 2026 and ending on June 30, 2027; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Downtown Improvement District, which real estate listing is attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2026 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
021 A001001	25:PARKING LOTS	PEARL CUMBERLAND LLC	119	PEARL ST	10,967,700	$11,735
021 A012001	56:GOVERNMENTAL	CITY OF PORTLAND	214	CUMBERLAND AVE	-00	$0
027 A001001	20:COMMERCIAL CONDOS	MAINE PUBLIC BROADCASTING	320	CUMBERLAND AVE	16,516,500	$17,673
027 A001002	20:COMMERCIAL CONDOS	MAINE PUBLIC BROADCASTING	320	CUMBERLAND AVE	938,400	$1,004
027 A001003	20:COMMERCIAL CONDOS	MAINE PUBLIC BROADCASTING	320	CUMBERLAND AVE	1,313,800	$1,406
027 A012001	56:GOVERNMENTAL	CITY OF PORTLAND	5	MONUMENT SQ	-00	$0
027 A015001	22:OFFICE BUSINESS	MONUMENT HOTEL LLC	465	CONGRESS ST	9,088,300	$9,724
027 B001001	56:GOVERNMENTAL	CITY OF PORTLAND	284	CUMBERLAND AVE	-00	$0
027 B002001	22:OFFICE BUSINESS	JJR 443 CONGRESS LLC	443	CONGRESS ST	6,594,400	$7,056
027 B003001	56:GOVERNMENTAL	CITY OF PORTLAND	9	ELM ST	-00	$0
027 B004001	27:MULTI-USE COMMERCIAL	METROPOLITAN APARTMENTS LLC	439	CONGRESS ST	10,173,200	$10,885
027 B005001	53:RELIGIOUS	FIRST PARISH IN PORTLAND	425	CONGRESS ST	-00	$0
027 B007001	22:OFFICE BUSINESS	ASHBY TEAM LLC	415	CONGRESS ST	4,711,100	$5,041
027 B008001	56:GOVERNMENTAL	CITY OF PORTLAND	21	ELM ST	-00	$0
027 B009001	57:OTHERS EXEMPT BY LAW	MASONIC TRUSTEES OF PORTLAND	8	CHESTNUT ST	-00	$0
027 C002001	13:THREE FAMILY	TRIPOD HOLDINGS LLC	17	CHESTNUT ST	1,007,100	$1,078
027 C010001	20:COMMERCIAL CONDOS	HAIR ETC LLC	21	CHESTNUT ST	237,900	$255
027 C010002	20:COMMERCIAL CONDOS	CHESTNUT STREET LOFTS LLC	21	CHESTNUT ST	289,200	$309
027 C01002E	10:CONDOMINIUMS	JORDAN CARA A	21	CHESTNUT ST	427,200	$457
027 C01002N	10:CONDOMINIUMS	SMITH DOUGLAS A &	21	CHESTNUT ST	444,800	$476
027 C01002S	10:CONDOMINIUMS	MORREL VICTOR &	21	CHESTNUT ST	402,200	$430
027 C01002W	10:CONDOMINIUMS	ANDERSON EVAN	21	CHESTNUT ST	444,800	$476
027 C01003E	10:CONDOMINIUMS	LI JAMES &	21	CHESTNUT ST	427,200	$457
027 C01003N	10:CONDOMINIUMS	BRAKE ELLIOT H &	21	CHESTNUT ST	469,800	$503
027 C01003S	10:CONDOMINIUMS	SAWYER JESSE	21	CHESTNUT ST	445,200	$476
027 C01003W	10:CONDOMINIUMS	VANHOEWYK JOHN VN VET &	21	CHESTNUT ST	438,800	$470
027 C01004E	10:CONDOMINIUMS	FARNHAM DAVID A &	21	CHESTNUT ST	534,000	$571
027 C01004N	10:CONDOMINIUMS	SEARS STEPHEN D &	21	CHESTNUT ST	469,800	$503
027 C01004S	10:CONDOMINIUMS	KAUFMANN CHARLES L	21	CHESTNUT ST	402,200	$430
027 C01004W	10:CONDOMINIUMS	NYGAARD DANTON D &	21	CHESTNUT ST	444,800	$476
027 C01005E	10:CONDOMINIUMS	FRISONE GIOVANNI &	21	CHESTNUT ST	427,200	$457

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
027 C01005N	10:CONDOMINIUMS	YINDRA SARA R	21	CHESTNUT ST	491,800	$526
027 C01005S	10:CONDOMINIUMS	SAVAGE WILLIAM H &	21	CHESTNUT ST	427,200	$457
027 C01005W	10:CONDOMINIUMS	CURTIN TERESA ANN	21	CHESTNUT ST	516,800	$553
027 C01006E	10:CONDOMINIUMS	HAMM LARRY F &	21	CHESTNUT ST	427,200	$457
027 C01006N	10:CONDOMINIUMS	SCOTT AURELIA C WID WWII VET	21	CHESTNUT ST	485,800	$520
027 C01006S	10:CONDOMINIUMS	SCHWELLENBACH JAMES C &	21	CHESTNUT ST	402,200	$430
027 C01006W	10:CONDOMINIUMS	MULLER BROOK W &	21	CHESTNUT ST	516,800	$553
027 C01007E	10:CONDOMINIUMS	HARDING ALICIA &	21	CHESTNUT ST	480,300	$514
027 C01007N	10:CONDOMINIUMS	DIXON DENNIS C &	21	CHESTNUT ST	453,400	$485
027 C01007S	10:CONDOMINIUMS	KELLY MARILYN E TRUSTEE	21	CHESTNUT ST	563,900	$603
027 C01007W	10:CONDOMINIUMS	GUIGLI MICHAEL	21	CHESTNUT ST	522,500	$559
027 C01008N	10:CONDOMINIUMS	COTSIRILOS STEPHANIE G	21	CHESTNUT ST	645,700	$691
027 C01008S	10:CONDOMINIUMS	WILLIAMS JAN &	21	CHESTNUT ST	559,200	$598
027 C01008W	10:CONDOMINIUMS	BUSQUE PETER J	21	CHESTNUT ST	538,100	$576
027 C0102NW	10:CONDOMINIUMS	LUTZ ROBERT &	21	CHESTNUT ST	451,900	$484
027 C0102SE	10:CONDOMINIUMS	GAULKE JULIA P &	21	CHESTNUT ST	416,100	$445
027 C0103NW	10:CONDOMINIUMS	AVIGNON PIERRE &	21	CHESTNUT ST	451,900	$484
027 C0103SE	10:CONDOMINIUMS	HOSEA FRANK MURRAY IV	21	CHESTNUT ST	416,100	$445
027 C0104NW	10:CONDOMINIUMS	FRAZER LORINDA JANE TRUSTEE	21	CHESTNUT ST	451,900	$484
027 C0104SE	10:CONDOMINIUMS	DEGRAY EMILY &	21	CHESTNUT ST	416,100	$445
027 C0105NW	10:CONDOMINIUMS	FLACH ROSEMARY	21	CHESTNUT ST	493,400	$528
027 C0105SE	10:CONDOMINIUMS	MAHON CONOR &	21	CHESTNUT ST	391,100	$418
027 C0106NW	10:CONDOMINIUMS	141 PLEASANT STREET LLC	21	CHESTNUT ST	497,100	$532
027 C0106SE	10:CONDOMINIUMS	EISENBERG AVNER	21	CHESTNUT ST	416,100	$445
027 C011001	27:MULTI-USE COMMERCIAL	JEDI TEMPLE LLC	15	CHESTNUT ST	2,434,200	$2,605
027 C012001	56:GOVERNMENTAL	CITY OF PORTLAND	389	CONGRESS ST	-00	$0
027 D001001	27:MULTI-USE COMMERCIAL	FATHOM CONGRESS LLC	385	CONGRESS ST	6,163,700	$6,595
027 D002001	25:PARKING LOTS	385 CONGRESS LLC	365	CONGRESS ST	5,326,000	$5,699
027 F001001	22:OFFICE BUSINESS	THE LANCASTER GROUP LLC	50	MONUMENT SQ	6,941,400	$7,427
027 F002001	10:CONDOMINIUMS	NAPLES CONDO TRUST	28	MONUMENT SQ	1,664,900	$1,781
027 F002002	10:CONDOMINIUMS	STODDARD ROBERT B &	28	MONUMENT SQ	1,353,900	$1,449

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
027 F002003	20:COMMERCIAL CONDOS	28 MSQ LLC	28	MONUMENT SQ	673,900	$721
027 F002004	20:COMMERCIAL CONDOS	28 MSQ LLC	28	MONUMENT SQ	673,900	$721
027 F002005	20:COMMERCIAL CONDOS	28 MSQ LLC	28	MONUMENT SQ	200,300	$214
027 F003001	21:RETAIL SERVICES	STORREY INDUSTRIES LLC	22	MONUMENT SQ	2,799,200	$2,995
027 F004001	25:PARKING LOTS	PARCHEGGIO LLC	6	MONUMENT SQ	151,300	$162
027 F005001	27:MULTI-USE COMMERCIAL	18 MONUMENT PLACE LLC	18	MONUMENT SQ	1,326,400	$1,419
027 F006001	21:RETAIL SERVICES	15 MONUMENT SQUARE LLC	16	MONUMENT SQ	1,189,400	$1,273
027 F009001	21:RETAIL SERVICES	TEDLUM ASSOCIATES LLC	121	CENTER ST	4,562,900	$4,882
027 F011001	21:RETAIL SERVICES	CF OMW LLC	1	MONUMENT WAY	6,747,400	$7,220
027 F014001	19:AUXILIARY BUILDINGS	TWO MONUMENT WAY ASSOCIATES	0	MONUMENT SQ	111,400	$119
027 F023001	27:MULTI-USE COMMERCIAL	TCB LLC	30	CITY CTR	633,500	$678
027 F024001	21:RETAIL SERVICES	BROWN J B & SONS	28	CITY CTR	709,800	$759
027 F026001	21:RETAIL SERVICES	BROWN J B & SONS	26	CITY CTR	1,488,700	$1,593
027 F027001	22:OFFICE BUSINESS	BROWN J B & SONS	24	CITY CTR	1,712,400	$1,832
027 F028001	25:PARKING LOTS	TEDLUM ASSOCIATES LLC	41	FREE ST	304,000	$325
027 F029001	25:PARKING LOTS	ONE CITY CENTER ASSOCIATES LLC	23	FREE ST	19,456,000	$20,818
027 G001001	58:LAND BANKS	CITY OF PORTLAND	456	CONGRESS ST	-00	$0
028 A001001	56:GOVERNMENTAL	CITY OF PORTLAND	380	CONGRESS ST	-00	$0
028 B001001	58:LAND BANKS	CITY OF PORTLAND	350	CONGRESS ST	-00	$0
028 E001001	56:GOVERNMENTAL	UNITED STATES	168	FEDERAL ST	-00	$0
028 F001001	56:GOVERNMENTAL	CUMBERLAND COUNTY OF	142	FEDERAL ST	-00	$0
028 K001001	21:RETAIL SERVICES	85 MARKET STREET LLC	77	MARKET ST	3,202,900	$3,427
028 K002001	22:OFFICE BUSINESS	LEADER PROPERTIES LLC	66	PEARL ST	8,693,600	$9,302
028 K003001	22:OFFICE BUSINESS	WHOLLY COW LLC	75	MARKET ST	8,030,800	$8,593
028 L002001	56:GOVERNMENTAL	CUMBERLAND COUNTY INHABITANTS	0	NEWBURY ST	-00	$0
028 L005001	20:COMMERCIAL CONDOS	WBFM LLC	75	PEARL ST	2,119,000	$2,267
028 L00502A	20:COMMERCIAL CONDOS	WOODMAN BUILDING	75	PEARL ST	1,123,900	$1,203
028 L00502B	20:COMMERCIAL CONDOS	WOODMAN BUILDING	75	PEARL ST	883,200	$945
028 L00503A	20:COMMERCIAL CONDOS	WOODMAN BUILDING	75	PEARL ST	692,400	$741
028 L00503B	20:COMMERCIAL CONDOS	WOODMAN BUILDING	75	PEARL ST	908,600	$972
028 L00504A	20:COMMERCIAL CONDOS	WOODMAN BUILDING	75	PEARL ST	692,400	$741

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
028 L00504B	20:COMMERCIAL CONDOS	WOODMAN BUILDING	75	PEARL ST	1,123,900	$1,203
028 L007001	24:WHOLESALE	RACKLEFF BLOCK LLC	131	MIDDLE ST	4,503,500	$4,819
028 M001001	56:GOVERNMENTAL	CUMBERLAND COUNTY OF	192	NEWBURY ST	-00	$0
028 M005001	21:RETAIL SERVICES	123 LLC	121	MIDDLE ST	7,963,400	$8,521
028 N001001	56:GOVERNMENTAL	CITY OF PORTLAND	109	MIDDLE ST	-00	$0
028 N009001	27:MULTI-USE COMMERCIAL	BROTHERS THREE LLC	115	MIDDLE ST	1,698,500	$1,817
028 N010001	21:RETAIL SERVICES	VENTURE III HOLDINGS LLC	111	MIDDLE ST	342,200	$366
029 A00101A	20:COMMERCIAL CONDOS	PROSPERITA LLC	150	MIDDLE ST	953,900	$1,021
029 A00101B	20:COMMERCIAL CONDOS	PEG REALTY LLC	150	MIDDLE ST	760,600	$814
029 A00101C	20:COMMERCIAL CONDOS	IN FIRM GROUP THE	150	MIDDLE ST	712,900	$763
029 A00101D	20:COMMERCIAL CONDOS	IN FIRM GROUP THE	150	MIDDLE ST	712,900	$763
029 A00102A	10:CONDOMINIUMS	FRANK PATRICK J JR	150	MIDDLE ST	434,600	$465
029 A00102B	10:CONDOMINIUMS	SAVATTERI SALVATORE JR &	150	MIDDLE ST	392,800	$420
029 A00102C	10:CONDOMINIUMS	MEIL JOAN F &	150	MIDDLE ST	412,500	$441
029 A00102D	10:CONDOMINIUMS	DEFREN-MOSS SHARON &	150	MIDDLE ST	449,400	$481
029 A00102E	10:CONDOMINIUMS	ERNEST PAUL W &	150	MIDDLE ST	487,600	$522
029 A00102F	10:CONDOMINIUMS	MORRISSETTE CAROL ANN	150	MIDDLE ST	431,500	$462
029 A00102G	10:CONDOMINIUMS	MORRISSETTE CAROL ANN	150	MIDDLE ST	421,700	$451
029 A00102H	10:CONDOMINIUMS	JOHNS F ARTHUR T	150	MIDDLE ST	380,100	$407
029 A00102I	10:CONDOMINIUMS	STERLING JANN D &	150	MIDDLE ST	389,700	$417
029 A00102J	10:CONDOMINIUMS	MILLS S PETER	150	MIDDLE ST	359,300	$384
029 A00102K	10:CONDOMINIUMS	MILLS S PETER	150	MIDDLE ST	417,400	$447
029 A00103A	10:CONDOMINIUMS	NELSON JEANNE	150	MIDDLE ST	482,600	$516
029 A00103B	10:CONDOMINIUMS	ZHAO MIN &	150	MIDDLE ST	412,400	$441
029 A00103C	10:CONDOMINIUMS	AHP CAMDEN LLC	150	MIDDLE ST	433,200	$464
029 A00103D	10:CONDOMINIUMS	AHP CAMDEN LLC	150	MIDDLE ST	418,900	$448
029 A00103E	10:CONDOMINIUMS	SULLIVAN JOSEPH P &	150	MIDDLE ST	540,700	$579
029 A00103F	10:CONDOMINIUMS	M & B 101 INC	150	MIDDLE ST	453,000	$485
029 A00103G	10:CONDOMINIUMS	M & B 101 INC	150	MIDDLE ST	393,000	$421
029 A00103H	10:CONDOMINIUMS	HENDERSON HAROLD L &	150	MIDDLE ST	400,300	$428
029 A00103I	10:CONDOMINIUMS	HARDING WILLIAM TRUSTEE	150	MIDDLE ST	384,100	$411

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
029 A00103J	10:CONDOMINIUMS	SCHAFFER KAREN	150	MIDDLE ST	377,300	$404
029 A00103K	10:CONDOMINIUMS	150 MIDDLE STREET 3K LLC	150	MIDDLE ST	438,300	$469
029 A00104A	10:CONDOMINIUMS	BIXBY DOUGLAS B &	150	MIDDLE ST	457,600	$490
029 A00104B	10:CONDOMINIUMS	MCARTHUR JOHN T &	150	MIDDLE ST	490,700	$525
029 A00104C	10:CONDOMINIUMS	CAMP PETER S	150	MIDDLE ST	433,200	$464
029 A00104D	10:CONDOMINIUMS	GUTWIN JOHN D &	150	MIDDLE ST	393,900	$421
029 A00104E	10:CONDOMINIUMS	GIUSTRA PETER E TRUSTEE	150	MIDDLE ST	454,400	$486
029 A00104F	10:CONDOMINIUMS	WINSLOW DARREN R &	150	MIDDLE ST	468,500	$501
029 A00104G	10:CONDOMINIUMS	GIARRAPUTO CYNTHIA R &	150	MIDDLE ST	393,000	$421
029 A00104H	10:CONDOMINIUMS	150 MIDDLE LLC	150	MIDDLE ST	425,300	$455
029 A00104I	10:CONDOMINIUMS	GARCIA MELISSA DORA &	150	MIDDLE ST	409,100	$438
029 A00104J	10:CONDOMINIUMS	GREENZWEIG NEIL TRUSTEE	150	MIDDLE ST	377,300	$404
029 A00104K	10:CONDOMINIUMS	ZANARDI MARIAGRAZIA	150	MIDDLE ST	438,300	$469
029 A00105A	20:COMMERCIAL CONDOS	MIRS PROPERTIES LLC	150	MIDDLE ST	1,403,200	$1,501
029 A00105B	10:CONDOMINIUMS	DUNKERLY ALLAN S TRUSTEE	150	MIDDLE ST	1,311,100	$1,403
029 A0010BA	20:COMMERCIAL CONDOS	100 SILVER STREET LLC	150	MIDDLE ST	472,500	$506
029 A0010BB	20:COMMERCIAL CONDOS	100 SILVER STREET LLC	150	MIDDLE ST	472,500	$506
029 A001P01	10:CONDOMINIUMS	DUNKERLY MARY V	150	MIDDLE ST	28,500	$30
029 A001P02	10:CONDOMINIUMS	GIUSTRA PETER E TRUSTEE	150	MIDDLE ST	28,500	$30
029 A001P03	10:CONDOMINIUMS	SULLIVAN JOSEPH P &	150	MIDDLE ST	28,500	$30
029 A001P04	10:CONDOMINIUMS	MIRS PROPERTIES LLC	150	MIDDLE ST	28,500	$30
029 A001P05	10:CONDOMINIUMS	MIRS PROPERTIES LLC	150	MIDDLE ST	28,500	$30
029 A001P06	10:CONDOMINIUMS	IN FIRM GROUP THE	150	MIDDLE ST	28,500	$30
029 A001P07	10:CONDOMINIUMS	IN FIRM GROUP THE	150	MIDDLE ST	28,500	$30
029 A001P08	10:CONDOMINIUMS	GIARRAPUTO CYNTHIA R &	150	MIDDLE ST	28,500	$30
029 A001P09	10:CONDOMINIUMS	100 SILVER STREET LLC	150	MIDDLE ST	28,500	$30
029 A001P10	10:CONDOMINIUMS	FRANK PATRICK J JR	150	MIDDLE ST	28,500	$30
029 A001P11	10:CONDOMINIUMS	FRANK PATRICK J JR	150	MIDDLE ST	28,500	$30
029 A001P12	10:CONDOMINIUMS	INFIRM GROUP	150	MIDDLE ST	28,500	$30
029 A001P13	10:CONDOMINIUMS	MILLS S PETER	150	MIDDLE ST	28,500	$30
029 A001P14	10:CONDOMINIUMS	ERNEST PAUL W &	150	MIDDLE ST	28,500	$30

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
029 A001P15	10:CONDOMINIUMS	BIXBY DOUGLAS B &	150	MIDDLE ST	28,500	$30
029 A001P16	10:CONDOMINIUMS	150 MIDDLE STREET 3K LLC	150	MIDDLE ST	28,500	$30
029 A001P17	10:CONDOMINIUMS	CAMP PETER S	150	MIDDLE ST	28,500	$30
029 A001P18	10:CONDOMINIUMS	PROSPERITA LLC	150	MIDDLE ST	28,500	$30
029 A001P19	10:CONDOMINIUMS	PROSPERITA LLC	150	MIDDLE ST	28,500	$30
029 A001P20	10:CONDOMINIUMS	AHP CAMDEN LLC	150	MIDDLE ST	28,500	$30
029 A001P21	10:CONDOMINIUMS	DUNKERLY ALLAN S &	150	MIDDLE ST	28,500	$30
029 A001P22	10:CONDOMINIUMS	MIRS PROPERTIES LLC	150	MIDDLE ST	28,500	$30
029 A001P23	10:CONDOMINIUMS	MIRS PROPERTIES LLC	150	MIDDLE ST	28,500	$30
029 A001P24	10:CONDOMINIUMS	MIRS PROPERTIES LLC	150	MIDDLE ST	28,500	$30
029 A001P25	10:CONDOMINIUMS	MIRS PROPERTIES LLC	150	MIDDLE ST	28,500	$30
029 A001P26	10:CONDOMINIUMS	MIRS PROPERTIES LLC	150	MIDDLE ST	28,500	$30
029 A001P27	10:CONDOMINIUMS	HARDING WILLIAM TRUSTEE	150	MIDDLE ST	28,500	$30
029 A001P28	10:CONDOMINIUMS	SHIPYARD INC	150	MIDDLE ST	28,500	$30
029 A001P29	10:CONDOMINIUMS	SHIPYARD INC	150	MIDDLE ST	28,500	$30
029 A003001	22:OFFICE BUSINESS	OLYMPIA MILK STREET LLC	5	MILK ST	6,154,100	$6,585
029 B001001	21:RETAIL SERVICES	WITT-T LLC	37	SILVER ST	1,070,900	$1,146
029 B002001	22:OFFICE BUSINESS	4 MILK MHR LLC	4	MILK ST	3,730,500	$3,992
029 B003001	25:PARKING LOTS	PORTLAND REGENCY INC	25	SILVER ST	992,800	$1,062
029 B004001	10:CONDOMINIUMS	JACKSON MICHAEL	341	FORE ST	440,100	$471
029 B004002	10:CONDOMINIUMS	O'CONNOR DENNIS R III &	341	FORE ST	401,700	$430
029 B004003	10:CONDOMINIUMS	FORE STREET COMMONS LLC	341	FORE ST	457,200	$489
029 B004004	10:CONDOMINIUMS	CHILDS DONNA W	341	FORE ST	458,200	$490
029 B004005	10:CONDOMINIUMS	PENDERS JOHN F IV	341	FORE ST	405,300	$434
029 B004006	10:CONDOMINIUMS	STEPHENSON CHRISTOPHER J	341	FORE ST	463,900	$496
029 B004007	10:CONDOMINIUMS	ALAGIC SUAD	341	FORE ST	415,100	$444
029 B004008	10:CONDOMINIUMS	DALTON JENNIFER L	341	FORE ST	408,400	$437
029 B004009	10:CONDOMINIUMS	GOODRICH STEPHEN P	341	FORE ST	997,000	$1,067
029 B004010	20:COMMERCIAL CONDOS	BRICK & COBBLESTONE LLC	341	FORE ST	521,500	$558
029 B004011	20:COMMERCIAL CONDOS	MAMI PROPERTIES LLC	341	FORE ST	536,700	$574
029 C001001	10:CONDOMINIUMS	ADB REALTY LLC	340	FORE ST	326,700	$350

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
029 C001002	10:CONDOMINIUMS	HAYEK LEE-ANN COLLINS TRUSTEE	340	FORE ST	299,400	$320
029 C001003	10:CONDOMINIUMS	207 INVESTS LLC	340	FORE ST	457,400	$489
029 C001004	20:COMMERCIAL CONDOS	ABD REALTY LLC	340	FORE ST	322,800	$345
029 C001005	20:COMMERCIAL CONDOS	ADB REALTY LLC	340	FORE ST	188,800	$202
029 C002001	21:RETAIL SERVICES	DOCK FORE INC	336	FORE ST	505,100	$540
029 C003001	21:RETAIL SERVICES	PORT CITY APARTMENTS	334	FORE ST	760,500	$814
029 C005001	21:RETAIL SERVICES	J & R VENTURES LLC	330	FORE ST	940,200	$1,006
029 C006001	20:COMMERCIAL CONDOS	GOLD STREET PROPERTIES LLC	3	GOLD ST	336,400	$360
029 C006002	20:COMMERCIAL CONDOS	ADNERB PROPERTIES LLC	1	GOLD ST	332,800	$356
029 C006003	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC	320	FORE ST	327,700	$351
029 C006004	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC	320	FORE ST	339,000	$363
029 C006005	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC	320	FORE ST	204,100	$218
029 C006006	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC	320	FORE ST	230,700	$247
029 C006007	20:COMMERCIAL CONDOS	FORE STREET INVESTMENTS LLC	320	FORE ST	729,100	$780
029 D001001	21:RETAIL SERVICES	RSB LIMITED LIABILITY COMPANY	129	COMMERCIAL ST	1,605,200	$1,718
029 D002001	22:OFFICE BUSINESS	MAD COW LLC	121	COMMERCIAL ST	668,800	$716
029 D003001	22:OFFICE BUSINESS	BLANCHARD BLOCK LLC	111	COMMERCIAL ST	3,198,000	$3,422
029 E001001	22:OFFICE BUSINESS	ELC LIMITED LIABILITY COMPANY	130	MIDDLE ST	6,822,100	$7,300
029 E006001	22:OFFICE BUSINESS	ALBANY ROAD-PORTLAND LLC	100	MIDDLE ST	22,225,100	$23,781
029 E007001	21:RETAIL SERVICES	291 FORE STREET LLC	291	FORE ST	2,035,800	$2,178
029 E009001	27:MULTI-USE COMMERCIAL	25 PEARL MHR LLC	25	PEARL ST	32,184,000	$34,437
029 E012001	25:PARKING LOTS	287 FORE STREET LLC	277	FORE ST	675,600	$723
029 E016001	22:OFFICE BUSINESS	130 LIMITED LIABILITY COMPANY	31	PEARL ST	7,999,000	$8,559
029 E019001	56:GOVERNMENTAL	CITY OF PORTLAND	0	FRANKLIN ST	-00	$0
029 E026001	22:OFFICE BUSINESS	ALBANY ROAD-PORTLAND LLC	100	MIDDLE ST	22,078,100	$23,624
029 G001001	56:GOVERNMENTAL	UNITED STATES	99	COMMERCIAL ST	-00	$0
029 K001001	22:OFFICE BUSINESS	OLYMPIA EQUITY	7	CUSTOM HOUSE ST	10,120,200	$10,829
029 K002001	21:RETAIL SERVICES	EAST BROWN COW LIMITED	288	FORE ST	2,441,100	$2,612
029 K003001	23:HOTEL & MOTEL	OLYMPIA EQUITY INVESTORS V LLC	65	COMMERCIAL ST	41,313,200	$44,205
029 K005001	22:OFFICE BUSINESS	BANGOR SAVINGS BANK	280	FORE ST	18,415,900	$19,705
029 K006001	40:VACANT LAND	OLYMPIA EQUITY	300	FORE ST	1,294,200	$1,385

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
029 K006002	55:LITERARY & SCIENTIFIC	COUNCIL INTERNATIONAL STUDY	300	FORE ST	-00	$0
029 K00601A	55:LITERARY & SCIENTIFIC	COUNCIL INTERNATIONAL STUDY	300	FORE ST	-00	$0
029 K00601B	55:LITERARY & SCIENTIFIC	CIEE INC	300	FORE ST	-00	$0
029 K0060B2	20:COMMERCIAL CONDOS	OLYMPIA EQUITY	300	FORE ST	98,000	$105
029 K0060B3	20:COMMERCIAL CONDOS	OLYMPIA EQUITY	300	FORE ST	70,000	$75
029 O001011	10:CONDOMINIUMS	SANDLER AUSTIN NICHOLAS	99	SILVER ST	370,000	$396
029 O001012	10:CONDOMINIUMS	TOZESKI DAVID P	99	SILVER ST	374,200	$400
029 O001013	10:CONDOMINIUMS	HOLSTEIN ERIC B	99	SILVER ST	372,000	$398
029 O001021	10:CONDOMINIUMS	THOMS DEBORAH L	99	SILVER ST	366,500	$392
029 O001023	10:CONDOMINIUMS	ANYA ROSE LLC	99	SILVER ST	425,900	$456
029 O001024	10:CONDOMINIUMS	IANNONE CEREN &	99	SILVER ST	354,100	$379
029 O001025	10:CONDOMINIUMS	SAJDAK KEVIN W &	99	SILVER ST	331,500	$355
029 O001026	10:CONDOMINIUMS	GOMES ERIN ELIZABETH	99	SILVER ST	315,700	$338
029 O001028	10:CONDOMINIUMS	ORNE KATHERINE W	99	SILVER ST	398,200	$426
029 O001029	10:CONDOMINIUMS	COUSINS DAVID A	99	SILVER ST	366,000	$392
029 O001031	10:CONDOMINIUMS	AH CHU RAUL &	99	SILVER ST	379,200	$406
029 O001032	10:CONDOMINIUMS	LOPEZ STEVEN A	99	SILVER ST	384,300	$411
029 O001033	10:CONDOMINIUMS	FUEGAN STACY &	99	SILVER ST	384,300	$411
029 O001034	10:CONDOMINIUMS	BERG HENRY T TRUSTEE	99	SILVER ST	359,300	$384
029 O001035	10:CONDOMINIUMS	HIGGINS HELENA C &	99	SILVER ST	384,300	$411
029 O001036	10:CONDOMINIUMS	LLOYD SAMUEL G &	99	SILVER ST	362,800	$388
029 O001037	10:CONDOMINIUMS	LUTKOFF ISAAC E	99	SILVER ST	340,200	$364
029 O001038	10:CONDOMINIUMS	ZURKAN WILLIAM K	99	SILVER ST	366,400	$392
029 O001039	10:CONDOMINIUMS	SOREL-LEDUC SANDRA J &	99	SILVER ST	347,900	$372
029 O001041	10:CONDOMINIUMS	HUBER SARAH	99	SILVER ST	369,600	$395
029 O001042	10:CONDOMINIUMS	BASTIEN JOHN &	99	SILVER ST	394,600	$422
029 O001043	10:CONDOMINIUMS	HIGGINS CHRISTOPHER S	99	SILVER ST	420,700	$450
029 O001044	10:CONDOMINIUMS	SHERMAN ADAM P	99	SILVER ST	362,900	$388
029 O001045	10:CONDOMINIUMS	STANHOPE JORDAN	99	SILVER ST	384,300	$411
029 O001046	10:CONDOMINIUMS	VAN PEURSEM CORINNE M	99	SILVER ST	384,300	$411
029 O001047	10:CONDOMINIUMS	NIKAZMERAD ELIZABETH	99	SILVER ST	264,400	$283

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
029 O001048	10:CONDOMINIUMS	LOBOZZO NICHOLAS PETER &	99	SILVER ST	320,200	$343
029 O001049	10:CONDOMINIUMS	COOMBSTONE LLC	99	SILVER ST	305,300	$327
029 O001210	10:CONDOMINIUMS	HEYMAN ANTHONY &	99	SILVER ST	327,900	$351
029 O001211	10:CONDOMINIUMS	GINTER DAVID R &	99	SILVER ST	316,600	$339
029 O001212	10:CONDOMINIUMS	SILVER VICTORIA J	99	SILVER ST	301,200	$322
029 O001213	10:CONDOMINIUMS	PROSSER JAMES G	99	SILVER ST	328,400	$351
029 O001310	10:CONDOMINIUMS	LYNCH MATTHEW R &	99	SILVER ST	400,000	$428
029 O001410	10:CONDOMINIUMS	FILMER STEVEN S	99	SILVER ST	391,700	$419
029 O001501	10:CONDOMINIUMS	THE NAUTILUS AT OCEAN PARK LLC	99	SILVER ST	729,900	$781
029 O001502	20:COMMERCIAL CONDOS	154 ART VENTURES LLC	99	SILVER ST	1,368,000	$1,464
029 O001B01	10:CONDOMINIUMS	CHANDLER BENJAMIN P	99	SILVER ST	357,800	$383
029 O001B02	10:CONDOMINIUMS	JOHNSON BEN A	99	SILVER ST	382,800	$410
029 O002001	21:RETAIL SERVICES	CF 164 LLC	164	MIDDLE ST	4,198,200	$4,492
029 O003001	25:PARKING LOTS	PORTLAND REGENCY INC	43	MARKET ST	481,200	$515
029 O004001	40:VACANT LAND	PORTLAND REGENCY INC	11	MILK ST	285,800	$306
029 R001001	23:HOTEL & MOTEL	PORTLAND REGENCY INC	20	MILK ST	24,120,100	$25,809
029 S001001	20:COMMERCIAL CONDOS	FLEMING PORTLAND LLC	145	COMMERCIAL ST	4,398,200	$4,706
029 S001002	20:COMMERCIAL CONDOS	CF EVIE LLC	145	COMMERCIAL ST	3,142,500	$3,362
029 S001003	20:COMMERCIAL CONDOS	CF EVIE LLC	145	COMMERCIAL ST	2,818,200	$3,015
029 S002001	56:GOVERNMENTAL	CITY OF PORTLAND	145	COMMERCIAL ST	-00	$0
030 A005001	21:RETAIL SERVICES	BMC INC	94	COMMERCIAL ST	2,724,700	$2,915
030 A101001	21:RETAIL SERVICES	CUSTOM HOUSE HOLDINGS LLC &	90	COMMERCIAL ST	729,900	$781
030 C001001	27:MULTI-USE COMMERCIAL	SOLEY WHARF LLC	100	COMMERCIAL ST	12,025,800	$12,868
030 D001001	22:OFFICE BUSINESS	MAINE WHARF LLC	68	COMMERCIAL ST	7,494,900	$8,020
030 D003001	22:OFFICE BUSINESS	FLATBREAD WHARF LLC	70	COMMERCIAL ST	2,863,600	$3,064
030 D005001	21:RETAIL SERVICES	84 COMMERCIAL STREET LLC	84	COMMERCIAL ST	2,449,500	$2,621
030 H001001	27:MULTI-USE COMMERCIAL	LONG WHARF LLC	180	COMMERCIAL ST	3,438,000	$3,679
030 H004001	24:WHOLESALE	CARROLL BLOCK LLC	136	COMMERCIAL ST	4,358,700	$4,664
030 H011001	40:VACANT LAND	CARROLL BLOCK LLC	9	PORTLAND PIER	33,800	$36
030 X001001	56:GOVERNMENTAL	CITY OF PORTLAND	0	COMMERCIAL ST REAR	-00	$0
031 H001001	25:PARKING LOTS	LONG WHARF LLC	158	COMMERCIAL ST	2,449,200	$2,621

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
031 H003001	25:PARKING LOTS	DIMILLO STEVEN ETAL TRUSTEES	144	COMMERCIAL ST	1,227,900	$1,314
031 H004001	27:MULTI-USE COMMERCIAL	LONG WHARF LLC	164	COMMERCIAL ST	1,551,400	$1,660
031 J030001	21:RETAIL SERVICES	GEF LLC	184	COMMERCIAL ST	2,371,600	$2,538
031 L034001	31:MANUFACTURING	CM WATERFRONT PROPERTIES LLC	250	COMMERCIAL ST	3,054,900	$3,269
032 C001001	23:HOTEL & MOTEL	HTLV PORTLAND LLC	390	CONGRESS ST	42,345,000	$45,309
032 D001001	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC	107	EXCHANGE ST	1,040,300	$1,113
032 D002001	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC	97	EXCHANGE ST	3,376,900	$3,613
032 D003001	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC	93	EXCHANGE ST	2,355,100	$2,520
032 D004001	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC	85	EXCHANGE ST	4,399,800	$4,708
032 D005001	58:LAND BANKS	CITY OF PORTLAND	167	MIDDLE ST	-00	$0
032 E001001	22:OFFICE BUSINESS	FINIAL LLC	57	EXCHANGE ST	4,774,200	$5,108
032 E002001	21:RETAIL SERVICES	PALACCI JOSEPH A TRUSTEE	53	EXCHANGE ST	1,585,900	$1,697
032 E004001	21:RETAIL SERVICES	PALACCI JOSEPH A TRUSTEE	49	EXCHANGE ST	954,700	$1,022
032 E005001	22:OFFICE BUSINESS	COW BELLA LLC	45	EXCHANGE ST	3,934,500	$4,210
032 E008001	22:OFFICE BUSINESS	PALACCI JOSEPH A TRUSTEE	39	EXCHANGE ST	1,676,700	$1,794
032 E009001	21:RETAIL SERVICES	B & C LIMITED	31	EXCHANGE ST	2,321,700	$2,484
032 E010001	21:RETAIL SERVICES	MARKET MILK PARTNERS LLC	46	MARKET ST	1,871,100	$2,002
032 F001001	21:RETAIL SERVICES	OCEAN BLOCK ASSOCIATES	42	MARKET ST	1,227,200	$1,313
032 F002001	24:WHOLESALE	36 MARKET ST	36	MARKET ST	1,072,700	$1,148
032 F003001	21:RETAIL SERVICES	30 MARKET ASSOCIATES LLC	30	MARKET ST	1,016,700	$1,088
032 F005001	22:OFFICE BUSINESS	THE STONECUTTERS LLC	363	FORE ST	2,077,200	$2,223
032 F007001	21:RETAIL SERVICES	THE LANGHAM LLC	375	FORE ST	1,799,700	$1,926
032 F009001	22:OFFICE BUSINESS	OCEAN BLOCK ASSOCIATES	30	MILK ST	1,977,000	$2,115
032 F010001	21:RETAIL SERVICES	THANOS LLC	9	EXCHANGE ST	3,150,300	$3,371
032 F012001	21:RETAIL SERVICES	SOL-002 LLC	5	EXCHANGE ST	3,880,400	$4,152
032 G001001	22:OFFICE BUSINESS	PO SQUARE BUILDING LLC	396	CONGRESS ST	18,574,800	$19,875
032 G002001	27:MULTI-USE COMMERCIAL	REDFERN DOWNTOWN LLC	201	FEDERAL ST	49,496,200	$52,961
032 H001001	22:OFFICE BUSINESS	ONETEN EXCHANGE LLC	110	EXCHANGE ST	2,038,500	$2,181
032 H002001	21:RETAIL SERVICES	RICH BUILDING LLC	106	EXCHANGE ST	1,202,700	$1,287
032 H003001	22:OFFICE BUSINESS	PALACCI JOSEPH	102	EXCHANGE ST	1,405,800	$1,504
032 H004001	56:GOVERNMENTAL	CITY OF PORTLAND	15	TEMPLE ST	-00	$0

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
032 H005001	56:GOVERNMENTAL	CITY OF PORTLAND	1	TEMPLE ST	-00	$0
032 H005002	22:OFFICE BUSINESS	11 TEMPLE MHR LLC	1	TEMPLE ST	3,157,900	$3,379
032 H006001	22:OFFICE BUSINESS	MAINESCAPE PROPERTIES LLC	92	EXCHANGE ST	1,394,200	$1,492
032 H007001	27:MULTI-USE COMMERCIAL	RIVENDELL REAL ESTATE LLC	88	EXCHANGE ST	2,086,900	$2,233
032 H008001	22:OFFICE BUSINESS	80 EXCHANGE LLC	80	EXCHANGE ST	3,597,000	$3,849
032 H009001	58:LAND BANKS	CITY OF PORTLAND	70	EXCHANGE ST	-00	$0
032 H016001	20:COMMERCIAL CONDOS	Q STREET REAL ESTATE	183	MIDDLE ST	951,100	$1,018
032 H016002	20:COMMERCIAL CONDOS	Q STREET REAL ESTATE	183	MIDDLE ST	989,800	$1,059
032 H016003	20:COMMERCIAL CONDOS	Q STREET REAL ESTATE THIRD	183	MIDDLE ST	989,800	$1,059
032 H01604A	20:COMMERCIAL CONDOS	ITM REALTY II LLC	183	MIDDLE ST	362,800	$388
032 H01604B	20:COMMERCIAL CONDOS	ITM REALTY II LLC	183	MIDDLE ST	410,600	$439
032 H022001	22:OFFICE BUSINESS	SAVI REALTY LLC	193	MIDDLE ST	5,209,100	$5,574
032 I001001	23:HOTEL & MOTEL	FRESNEL LLC	178	MIDDLE ST	4,268,800	$4,568
032 I002001	21:RETAIL SERVICES	OLD PORT ARMS LLC	52	EXCHANGE ST	3,510,500	$3,756
032 I006001	20:COMMERCIAL CONDOS	SANTANA LLC	50	EXCHANGE ST	404,900	$433
032 I006002	20:COMMERCIAL CONDOS	FIFTY EXCHANGE LLC	50	EXCHANGE ST	390,300	$418
032 I006003	10:CONDOMINIUMS	FIFTY EXCHANGE LLC	50	EXCHANGE ST	438,800	$470
032 I006004	10:CONDOMINIUMS	FIFTY EXCHANGE LLC	50	EXCHANGE ST	404,000	$432
032 I006005	10:CONDOMINIUMS	FIFTY EXCHANGE LLC	50	EXCHANGE ST	569,100	$609
032 I006006	10:CONDOMINIUMS	FIFTY EXCHANGE LLC	50	EXCHANGE ST	567,000	$607
032 I007001	27:MULTI-USE COMMERCIAL	COW PLAZA 1 LLC	210	MIDDLE ST	594,100	$636
032 I008001	21:RETAIL SERVICES	COW EXCHANGE LLC	44	EXCHANGE ST	2,793,700	$2,989
032 I010001	21:RETAIL SERVICES	PALACCI SION &	34	EXCHANGE ST	1,259,200	$1,347
032 I011001	21:RETAIL SERVICES	30 EXCHANGE STREET LLC	30	EXCHANGE ST	2,325,400	$2,488
032 I012100	20:COMMERCIAL CONDOS	LONE PINE MALL LLC	10	EXCHANGE ST	2,184,100	$2,337
032 I012200	20:COMMERCIAL CONDOS	LONE PINE MALL LLC	10	EXCHANGE ST	1,519,200	$1,626
032 I012301	10:CONDOMINIUMS	FUEGEN STACY &	10	EXCHANGE ST	472,400	$505
032 I012302	10:CONDOMINIUMS	CURRAN JENNIFER A	10	EXCHANGE ST	449,600	$481
032 I012303	10:CONDOMINIUMS	CULPOVICH ANDREW J &	10	EXCHANGE ST	297,200	$318
032 I012304	10:CONDOMINIUMS	RICH CURTIS P &	10	EXCHANGE ST	455,400	$487
032 I012305	10:CONDOMINIUMS	DRISCOLL ROBERT E &	10	EXCHANGE ST	374,300	$401

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
032 I012306	10:CONDOMINIUMS	EASTON THORA	10	EXCHANGE ST	449,100	$481
032 I012307	10:CONDOMINIUMS	10 EXCHANGE ME LLC	10	EXCHANGE ST	392,400	$420
032 I012308	10:CONDOMINIUMS	EVANS SHERI CHRISTIENNE	10	EXCHANGE ST	471,200	$504
032 I012309	10:CONDOMINIUMS	SHEPHERD THOMAS A &	10	EXCHANGE ST	440,700	$472
032 I012310	10:CONDOMINIUMS	ECHM REALTY LLC	10	EXCHANGE ST	483,500	$517
032 I012311	10:CONDOMINIUMS	FECTEAU JANIS	10	EXCHANGE ST	302,500	$324
032 I012312	10:CONDOMINIUMS	EESI LLC	10	EXCHANGE ST	505,400	$541
032 I012313	10:CONDOMINIUMS	HANSON CARL F	10	EXCHANGE ST	406,400	$435
032 I012314	10:CONDOMINIUMS	GORDON ABIGAIL	10	EXCHANGE ST	421,600	$451
032 I012401	10:CONDOMINIUMS	MOON HILL PROPERTY MANAGEMENT LLC	10	EXCHANGE ST	465,300	$498
032 I012402	10:CONDOMINIUMS	ARDAIOLO MICHAEL PALMA &	10	EXCHANGE ST	494,100	$529
032 I012404	10:CONDOMINIUMS	BURNS THOMAS	10	EXCHANGE ST	536,000	$574
032 I012405	10:CONDOMINIUMS	DOYLE KEVIN F &	10	EXCHANGE ST	366,700	$392
032 I012406	10:CONDOMINIUMS	JULASA INVESTMENTS LLC	10	EXCHANGE ST	560,500	$600
032 I012407	10:CONDOMINIUMS	GRINDLE BARRY JONATHAN	10	EXCHANGE ST	460,200	$492
032 I012408	10:CONDOMINIUMS	WALTERS BRETT D &	10	EXCHANGE ST	443,200	$474
032 I012409	10:CONDOMINIUMS	SAHA DEBASMITA &	10	EXCHANGE ST	516,800	$553
032 I012410	10:CONDOMINIUMS	LOWE JOSEPH THOMAS	10	EXCHANGE ST	536,600	$574
032 I012411	10:CONDOMINIUMS	SPANNAUS MICHAELA LILY	10	EXCHANGE ST	497,500	$532
032 I012412	10:CONDOMINIUMS	URBANEK NICHOLAS P	10	EXCHANGE ST	381,300	$408
032 I012413	10:CONDOMINIUMS	WHEELWRIGHT HENRY J TRUSTEE	10	EXCHANGE ST	465,900	$499
032 I012414	10:CONDOMINIUMS	DEPALMA CHRISTOPHER R &	10	EXCHANGE ST	401,800	$430
032 I018001	21:RETAIL SERVICES	395 FORE STREET LLC	395	FORE ST	1,467,200	$1,570
032 I021001	21:RETAIL SERVICES	COW PLAZA 4 LLC	188	MIDDLE ST	6,379,200	$6,826
032 I022001	23:HOTEL & MOTEL	ABATSOBE LLC	184	MIDDLE ST	949,300	$1,016
032 I023001	22:OFFICE BUSINESS	COW PLAZA 3 LLC	190	MIDDLE ST	12,686,200	$13,574
032 I033001	22:OFFICE BUSINESS	COW PLAZA 2 LLC	220	MIDDLE ST	7,848,100	$8,397
032 I036001	22:OFFICE BUSINESS	COW PLAZA 1 LLC	200	MIDDLE ST	25,999,900	$27,820
032 I039001	33:TRANSPORTATION	CENTRAL MAINE POWER CO	40	UNION ST	1,915,800	$2,050
032 I040001	25:PARKING LOTS	KOWTOWER LLC	45	UNION ST	715,800	$766
032 I041001	27:MULTI-USE COMMERCIAL	COW PLAZA GARAGE LLC	425	FORE ST	15,925,600	$17,040

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
032 I042001	23:HOTEL & MOTEL	COW PLAZA HOTEL LLC	433	FORE ST	35,804,800	$38,311
032 I043001	40:VACANT LAND	COW PLAZA 1 LLC	45	UNION ST	141,300	$151
032 J001001	21:RETAIL SERVICES	386 FORE STREET LLC	386	FORE ST	1,736,700	$1,858
032 J002001	21:RETAIL SERVICES	BEER GUYS LLC	392	FORE ST	1,755,500	$1,878
032 J004001	20:COMMERCIAL CONDOS	BEER GUYS LLC	396	FORE ST	412,800	$442
032 J004002	20:COMMERCIAL CONDOS	BEER GUYS LLC	396	FORE ST	238,200	$255
032 J004003	10:CONDOMINIUMS	BEER GUYS LLC	396	FORE ST	534,500	$572
032 J00400B	20:COMMERCIAL CONDOS	BEER GUYS LLC	396	FORE ST	252,900	$271
032 J005001	20:COMMERCIAL CONDOS	FORE STREET PARTNERSHIP	398	FORE ST	1,092,200	$1,169
032 J005002	20:COMMERCIAL CONDOS	FORE STREET PROPERTIES	398	FORE ST	873,800	$935
032 J005003	20:COMMERCIAL CONDOS	INGALLS ROGER E	398	FORE ST	413,400	$442
032 J005004	20:COMMERCIAL CONDOS	INGALLS ROGER E	398	FORE ST	413,400	$442
032 K001001	22:OFFICE BUSINESS	800 NORTHERN CORP	2	MONUMENT SQ	23,077,500	$24,693
032 K012001	22:OFFICE BUSINESS	FINARD MURRAY W TR	1	MONUMENT SQ	22,764,900	$24,358
032 L001001	56:GOVERNMENTAL	CITY OF PORTLAND	234	FEDERAL ST W	-00	$0
032 L002001	22:OFFICE BUSINESS	ONE CITY CENTER ASSOCIATES LLC	1	CITY CTR	46,783,300	$50,058
032 N009001	21:RETAIL SERVICES	GOULD COMPANY LLC	414	FORE ST	1,116,500	$1,195
032 N010001	21:RETAIL SERVICES	416 FORE STREET HOLDINGS LLC	416	FORE ST	1,803,000	$1,929
032 N011001	21:RETAIL SERVICES	HARDING RICHARD B ETAL	422	FORE ST	893,900	$956
032 N012001	21:RETAIL SERVICES	SOLETSKY LIMITED LIABILITY CO	424	FORE ST	1,490,700	$1,595
032 P001001	22:OFFICE BUSINESS	NAKATOMI PLAZA LLC ETAL	4	CITY CTR	5,115,700	$5,474
032 P003001	21:RETAIL SERVICES	WIRELESS PARTNERS II LLC ETAL	4	CITY CTR	2,946,100	$3,152
032 P004001	20:COMMERCIAL CONDOS	SIX CITY CENTER LLC	6	CITY CTR	3,819,400	$4,087
032 P004002	20:COMMERCIAL CONDOS	H & A PROPERTY GROUP LLC	6	CITY CTR	820,100	$878
032 P005001	56:GOVERNMENTAL	CITY OF PORTLAND	0	SPRING ST ARTERIAL	-00	$0
032 P017001	22:OFFICE BUSINESS	MINA BUILDING LLC	10	CITY CTR	1,508,100	$1,614
032 R001001	21:RETAIL SERVICES	428 FORE STREET LLC	428	FORE ST	1,488,700	$1,593
032 R003001	21:RETAIL SERVICES	TERRAPIN PROPERTIES LLC	432	FORE ST	1,879,000	$2,011
032 R007001	21:RETAIL SERVICES	FORE STREET PARTNERS LLC	436	FORE ST	686,600	$735
032 R008001	21:RETAIL SERVICES	ORANGE CRUSH LLC	446	FORE ST	2,479,500	$2,653
032 R009001	21:RETAIL SERVICES	FORE STREET PARTNERS LLC	436	FORE ST	2,085,800	$2,232

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
032 S001001	21:RETAIL SERVICES	CF MARINERS LLC	366	FORE ST	4,379,500	$4,686
032 S003001	21:RETAIL SERVICES	7-9 MOULTON LLC	7	MOULTON ST	763,400	$817
032 S004001	21:RETAIL SERVICES	161 COMMERCIAL STREET LLC	161	COMMERCIAL ST	4,079,900	$4,365
032 S005001	22:OFFICE BUSINESS	MOULTON STREET REALTY LLC	5	MOULTON ST	4,052,700	$4,336
032 T004001	21:RETAIL SERVICES	ADRIENNE-JANE INCORPORATED	4	MOULTON ST	5,797,500	$6,203
032 U003001	25:PARKING LOTS	185 COMMERCIAL STREET LLC	185	COMMERCIAL ST	310,000	$332
032 U004001	22:OFFICE BUSINESS	SOL-003 LLC	1	DANA ST	2,072,500	$2,218
032 U005001	21:RETAIL SERVICES	TRANSMAINE	7	DANA ST	1,195,200	$1,279
032 V001001	21:RETAIL SERVICES	IVY HOLDINGS LLC	10	DANA ST	2,402,500	$2,571
032 V002001	21:RETAIL SERVICES	LANDFALL LLC	205	COMMERCIAL ST	1,230,700	$1,317
032 V004001	23:HOTEL & MOTEL	GRANITE FACE LLC	211	COMMERCIAL ST	5,255,400	$5,623
032 V005001	22:OFFICE BUSINESS	CHASE BLOCK LLC	217	COMMERCIAL ST	6,230,500	$6,667
032 V008001	24:WHOLESALE	CARR BLOCK LLC	225	COMMERCIAL ST	3,771,000	$4,035
032 V012001	22:OFFICE BUSINESS	FURBISH BLOCK LLC	1	UNION ST	3,674,600	$3,932
032 V014001	21:RETAIL SERVICES	DEERING AVE ASSOCIATES INC &	50	WHARF ST	1,706,700	$1,826
032 V015001	24:WHOLESALE	DEERING AVE ASSOCIATES INC &	42	WHARF ST	1,317,800	$1,410
032 V016001	21:RETAIL SERVICES	IVY HOLDINGS LLC	34	WHARF ST	739,400	$791
037 A001001	33:TRANSPORTATION	NORTHERN NEW ENGLAND	55	FOREST AVE	20,576,500	$22,017
037 A002001	17:21 PLUS FAMILY	REDFERN 45 LLC	45	FOREST AVE	13,638,700	$14,593
037 A009001	17:21 PLUS FAMILY	BJB REALTY LLC	104	OAK ST	2,547,000	$2,725
037 A011001	22:OFFICE BUSINESS	84 OAK STREET LLC	92	OAK ST	615,800	$659
037 A012001	22:OFFICE BUSINESS	39 LLC	39	FOREST AVE	4,494,500	$4,809
037 A022001	21:RETAIL SERVICES	PORTLAND STAGE COMPANY	25	FOREST AVE	1,458,100	$1,560
037 A023001	25:PARKING LOTS	84 OAK STREET LLC	84	OAK ST	645,700	$691
037 A033001	25:PARKING LOTS	PACHIOS BROTHERS I LLC &	11	FOREST AVE	1,031,700	$1,104
037 A035001	17:21 PLUS FAMILY	AVESTA OAK STREET LP	72	OAK ST	2,867,800	$3,069
037 A038001	21:RETAIL SERVICES	PACHIOS BROTHERS I LLC &	565	CONGRESS ST	3,234,100	$3,460
037 A042001	27:MULTI-USE COMMERCIAL	HER LLC	559	CONGRESS ST	705,600	$755
037 A043001	21:RETAIL SERVICES	CORRYMORE ZELLERTON LLC	555	CONGRESS ST	655,000	$701
037 A044001	21:RETAIL SERVICES	ROCCO HOLDINGS LLC	553	CONGRESS ST	1,504,600	$1,610
037 A045001	21:RETAIL SERVICES	571 ENTERPRISES LLC	575	CONGRESS ST	862,100	$922

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
037 A046001	22:OFFICE BUSINESS	LOA PROPERTY LLC	7	FOREST AVE	678,600	$726
037 B001001	22:OFFICE BUSINESS	SWEETWATER PARTNERS LLC	380	CUMBERLAND AVE	4,135,400	$4,425
037 B013001	25:PARKING LOTS	NORTHERN NEW ENGLAND	95	OAK ST	378,900	$405
037 B014001	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	15	SHEPLEY ST	-00	$0
037 B015001	17:21 PLUS FAMILY	11 SHEPLEY STREET	11	SHEPLEY ST	5,963,800	$6,381
037 C001001	25:PARKING LOTS	CITY OAK LLC	0	SHEPLEY ST	635,300	$680
037 C004001	25:PARKING LOTS	CITY OAK LLC	0	SHEPLEY ST	474,500	$508
037 C006001	17:21 PLUS FAMILY	SHEPLEY LLC	18	CASCO ST	6,098,000	$6,525
037 C008001	25:PARKING LOTS	HEGA REALTY LLC	83	OAK ST	791,900	$847
037 C010001	22:OFFICE BUSINESS	SHEEPDOG LLC	16	CASCO ST	1,251,000	$1,339
037 C014100	20:COMMERCIAL CONDOS	HEGA REALTY LLC	531	CONGRESS ST	4,199,400	$4,493
037 C014200	20:COMMERCIAL CONDOS	HEGA REALTY LLC	531	CONGRESS ST	4,137,600	$4,427
037 C014300	20:COMMERCIAL CONDOS	HEGA REALTY LLC	531	CONGRESS ST	2,473,800	$2,647
037 C014400	20:COMMERCIAL CONDOS	HEGA REALTY LLC	531	CONGRESS ST	2,363,600	$2,529
037 C014501	10:CONDOMINIUMS	WILLIAMS DEBORAH J &	531	CONGRESS ST	896,800	$960
037 C014502	10:CONDOMINIUMS	HEGA REALTY LLC	531	CONGRESS ST	764,900	$818
037 C014503	10:CONDOMINIUMS	SHOREY LINDA J &	531	CONGRESS ST	1,005,100	$1,075
037 C014504	10:CONDOMINIUMS	HEGA REALTY LLC	531	CONGRESS ST	1,376,500	$1,473
037 C014505	10:CONDOMINIUMS	WALBRIDGE HOYT &	531	CONGRESS ST	1,323,900	$1,417
037 C014506	10:CONDOMINIUMS	HEGA REALTY LLC	531	CONGRESS ST	963,800	$1,031
037 C014507	10:CONDOMINIUMS	HEGA REALTY LLC	531	CONGRESS ST	858,400	$918
037 C014508	10:CONDOMINIUMS	HEGA REALTY LLC	531	CONGRESS ST	1,113,700	$1,192
037 C014509	10:CONDOMINIUMS	HEGA REALTY LLC	531	CONGRESS ST	718,600	$769
037 C014510	10:CONDOMINIUMS	PIETSCH BRENDAN	531	CONGRESS ST	915,100	$979
037 C016001	21:RETAIL SERVICES	BENTLEY BUILDING LLC	551	CONGRESS ST	1,875,100	$2,006
037 C017006	10:CONDOMINIUMS	PALMER ANDREW H TRUSTEE	547	CONGRESS ST	2,184,700	$2,338
037 C01701A	20:COMMERCIAL CONDOS	DICE AND DRAFTS LLC	547	CONGRESS ST	647,500	$693
037 C01701B	20:COMMERCIAL CONDOS	R & J 545 PARTNERS LLC	547	CONGRESS ST	481,100	$515
037 C01701C	20:COMMERCIAL CONDOS	R & J 545 PARTNERS LLC	547	CONGRESS ST	527,000	$564
037 C01702A	10:CONDOMINIUMS	HENAULT DOUGLAS S &	547	CONGRESS ST	313,900	$336
037 C01702B	10:CONDOMINIUMS	SCULLY JOHN M	547	CONGRESS ST	374,900	$401

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
037 C01702C	10:CONDOMINIUMS	FRIEL LESLIE R	547	CONGRESS ST	422,600	$452
037 C01702D	10:CONDOMINIUMS	WHEELER-BERTA FRANCES H TRUSTEE	547	CONGRESS ST	475,100	$508
037 C01702E	10:CONDOMINIUMS	JOHNSON GAIL	547	CONGRESS ST	468,500	$501
037 C01703A	10:CONDOMINIUMS	YANG DAVID I	547	CONGRESS ST	556,900	$596
037 C01703B	10:CONDOMINIUMS	SMITH SYBIL GILLETT	547	CONGRESS ST	548,900	$587
037 C01703C	10:CONDOMINIUMS	CHOTKOWSKI SARAH	547	CONGRESS ST	622,400	$666
037 C01704A	10:CONDOMINIUMS	BARRETT MARY E &	547	CONGRESS ST	542,100	$580
037 C01704B	10:CONDOMINIUMS	GRANO ROBERT C TRUSTEE	547	CONGRESS ST	478,400	$512
037 C01704C	10:CONDOMINIUMS	TYSON BRUCE &	547	CONGRESS ST	669,500	$716
037 C01705A	10:CONDOMINIUMS	HENRY MICHAEL T	547	CONGRESS ST	993,500	$1,063
037 C01705B	10:CONDOMINIUMS	AUKEMAN ANASTASIA	547	CONGRESS ST	526,200	$563
037 D001001	21:RETAIL SERVICES	FORTY FIVE CASCO STREET LLC	45	CASCO ST	2,124,300	$2,273
037 D002001	22:OFFICE BUSINESS	OCEAN GATE LLC	511	CONGRESS ST	14,692,100	$15,721
037 D003001	27:MULTI-USE COMMERCIAL	STARK INDUSTRIES LLC	360	CUMBERLAND AVE	1,236,800	$1,323
037 D004001	27:MULTI-USE COMMERCIAL	OCEAN GATE LLC	48	BROWN ST	9,800,000	$10,486
037 D005001	17:21 PLUS FAMILY	EQUALITY COMMUNITY LP	25	CASCO ST	6,536,200	$6,994
037 D007001	17:21 PLUS FAMILY	AMBASSADOR LLC	37	CASCO ST	9,005,000	$9,635
037 D023001	54:BENEVOLENT & CHARITABLE	EQUALITY COMMUNITY CENTER	15	CASCO ST	-00	$0
037 D024001	21:RETAIL SERVICES	MAINE CHARITABLE MECHANIC	519	CONGRESS ST	1,385,500	$1,482
037 E001001	58:LAND BANKS	CITY OF PORTLAND	595	CONGRESS ST	-00	$0
037 E002001	20:COMMERCIAL CONDOS	HAMMOND HEIRS LLC	585	CONGRESS ST	321,700	$344
037 E002002	20:COMMERCIAL CONDOS	HAMMOND HEIRS LLC	585	CONGRESS ST	331,900	$355
037 E002003	20:COMMERCIAL CONDOS	PAUL'S BOUTIQUE LLC	585	CONGRESS ST	1,321,100	$1,414
037 E002004	20:COMMERCIAL CONDOS	VERDANT REALTY I LLC &	585	CONGRESS ST	2,607,600	$2,790
037 E003001	27:MULTI-USE COMMERCIAL	PLAZA ASSOCIATES AT CONGRESS	10	CONGRESS SQ	20,070,300	$21,475
037 E004001	40:VACANT LAND	PLAZA ASSOCIATES AT CONGRESS	28	FOREST AVE	452,000	$484
037 E005001	40:VACANT LAND	RB PORTLAND LLC	32	FOREST AVE	456,900	$489
037 E005002	25:PARKING LOTS	PLAZA ASSOCIATES AT CONGRESS	32	FOREST AVE	685,500	$733
037 E006001	20:COMMERCIAL CONDOS	420 CUMBERLAND AVE LLC	173	HIGH ST	1,543,900	$1,652
037 E006002	20:COMMERCIAL CONDOS	420 CUMBERLAND AVE LLC	173	HIGH ST	576,600	$617
037 E006003	20:COMMERCIAL CONDOS	420 CUMBERLAND AVE LLC	173	HIGH ST	1,369,500	$1,465

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
037 E006004	20:COMMERCIAL CONDOS	BOYER DONALD E	173	HIGH ST	965,300	$1,033
037 E006005	20:COMMERCIAL CONDOS	CAPITAL AREA PROPERTIES LLC	173	HIGH ST	364,800	$390
037 E006006	20:COMMERCIAL CONDOS	185 HIGH STREET LLC	173	HIGH ST	378,700	$405
037 E006007	20:COMMERCIAL CONDOS	177 HIGH LLC	173	HIGH ST	555,200	$594
037 E006008	20:COMMERCIAL CONDOS	6 EAST OXFORD ST LLC	173	HIGH ST	394,300	$422
037 E006009	20:COMMERCIAL CONDOS	181 HIGH STREET LLC	173	HIGH ST	18,500,000	$19,795
037 E006010	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006011	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006012	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006013	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006014	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006015	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006016	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006017	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006018	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006019	10:CONDOMINIUMS	CML LLC	173	HIGH ST	28,500	$30
037 E006020	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006021	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006022	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006023	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006024	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006025	10:CONDOMINIUMS	CAPITAL AREA PROPERTIES LLC	173	HIGH ST	28,500	$30
037 E006026	10:CONDOMINIUMS	CAPITAL AREA PROPERTIES LLC	173	HIGH ST	28,500	$30
037 E006027	10:CONDOMINIUMS	BOYER DONALD E	173	HIGH ST	28,500	$30
037 E006028	10:CONDOMINIUMS	BOYER DONALD E	173	HIGH ST	28,500	$30
037 E006029	10:CONDOMINIUMS	BOYER DONALD E	173	HIGH ST	28,500	$30
037 E006030	10:CONDOMINIUMS	BOYER DONALD E	173	HIGH ST	28,500	$30
037 E006031	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006032	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006033	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006034	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
037 E006035	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006036	10:CONDOMINIUMS	BOYER DONALD E	173	HIGH ST	28,500	$30
037 E006037	10:CONDOMINIUMS	BOYER DONALD E	173	HIGH ST	28,500	$30
037 E006038	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	173	HIGH ST	28,500	$30
037 E006039	10:CONDOMINIUMS	177 HIGH LLC	173	HIGH ST	28,500	$30
037 E006040	10:CONDOMINIUMS	177 HIGH LLC	173	HIGH ST	28,500	$30
037 E006041	10:CONDOMINIUMS	BOYER DONALD E	173	HIGH ST	28,500	$30
037 E006042	10:CONDOMINIUMS	BOYER DONALD E	173	HIGH ST	28,500	$30
037 E007001	23:HOTEL & MOTEL	RB PORTLAND LLC	157	HIGH ST	55,232,200	$59,098
037 F002001	27:MULTI-USE COMMERCIAL	BROWN TOWER LLC	45	BROWN ST	1,805,600	$1,932
037 F005001	27:MULTI-USE COMMERCIAL	EARL APARTMENTS LLC	28	PREBLE ST	7,783,000	$8,328
037 F007001	22:OFFICE BUSINESS	PREBLE STREET ACQUISITIONS LLC	24	PREBLE ST	2,222,000	$2,378
037 F009001	32:WAREHOUSE & STORAGE	CADC PORTLAND 340 LLC	338	CUMBERLAND AVE	7,035,900	$7,528
037 F012001	55:LITERARY & SCIENTIFIC	MHS INC	41	BROWN ST	-00	$0
037 F014001	54:BENEVOLENT & CHARITABLE	MAINE HISTORICAL SOCIETY	483	CONGRESS ST	-00	$0
037 F017001	55:LITERARY & SCIENTIFIC	MHS INC	489	CONGRESS ST	-00	$0
037 F020001	54:BENEVOLENT & CHARITABLE	PREBLE STREET	38	PREBLE ST	-00	$0
037 F022001	27:MULTI-USE COMMERCIAL	TT MAINE VENTURE LLC	477	CONGRESS ST	5,148,100	$5,508
037 G001001	21:RETAIL SERVICES	HIGH POINT REALTY LLC	594	CONGRESS ST	1,468,300	$1,571
037 G004001	21:RETAIL SERVICES	582-584 CONGRESS STREET LLC	582	CONGRESS ST	1,404,700	$1,503
037 G005001	21:RETAIL SERVICES	BBB INC	580	CONGRESS ST	1,517,700	$1,624
037 G006001	27:MULTI-USE COMMERCIAL	578 CONGRESS STREET LLC	578	CONGRESS ST	465,900	$499
037 G007001	27:MULTI-USE COMMERCIAL	576 CONGRESS LLC	576	CONGRESS ST	682,000	$730
037 G008001	27:MULTI-USE COMMERCIAL	576 CONGRESS LLC	574	CONGRESS ST	751,200	$804
037 G009001	22:OFFICE BUSINESS	PRIDE RALPH H TRUSTEE	570	CONGRESS ST	883,800	$946
037 G010001	27:MULTI-USE COMMERCIAL	HUBBARD'S APTS INC	133	FREE ST	1,780,800	$1,905
037 G012001	21:RETAIL SERVICES	582-584 CONGRESS STREET LLC	584	CONGRESS ST	763,600	$817
037 G014001	22:OFFICE BUSINESS	TERBAX REALTY INC	562	CONGRESS ST	3,508,300	$3,754
037 H001001	27:MULTI-USE COMMERCIAL	550 CONGRESS STREET LLC	550	CONGRESS ST	1,351,900	$1,447
037 H002001	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	540	CONGRESS ST	-00	$0
037 H002002	20:COMMERCIAL CONDOS	540 CONGRESS STREET LLC	540	CONGRESS ST	2,756,400	$2,949

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
037 H002003	10:CONDOMINIUMS	540 CONGRESS STREET LLC	540	CONGRESS ST	366,200	$392
037 H002004	10:CONDOMINIUMS	540 CONGRESS STREET LLC	540	CONGRESS ST	373,300	$399
037 H002005	10:CONDOMINIUMS	540 CONGRESS STREET LLC	540	CONGRESS ST	366,200	$392
037 H002006	10:CONDOMINIUMS	540 CONGRESS STREET LLC	540	CONGRESS ST	409,700	$438
037 H005001	54:BENEVOLENT & CHARITABLE	SPACE GALLERY	536	CONGRESS ST	-00	$0
037 H005003	20:COMMERCIAL CONDOS	SPACE GALLERY	536	CONGRESS ST	737,800	$789
037 H006001	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	522	CONGRESS ST	-00	$0
037 H009001	21:RETAIL SERVICES	PACHIOS BROTHERS II LLC	516	CONGRESS ST	1,707,800	$1,827
037 H010001	21:RETAIL SERVICES	CENTER CITY PLAZA ASSOC	510	CONGRESS ST	4,965,600	$5,313
037 H011001	20:COMMERCIAL CONDOS	MATERIAL OBJECTS	500	CONGRESS ST	458,800	$491
037 H011002	20:COMMERCIAL CONDOS	500 CONGRESS TOP FLOOR LLC	500	CONGRESS ST	399,700	$428
037 H013001	21:RETAIL SERVICES	KAPLAN 504 LLC	504	CONGRESS ST	1,764,900	$1,888
037 H014001	20:COMMERCIAL CONDOS	MAINE COLLEGE OF ART	51	OAK ST	347,700	$372
037 H014002	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	51	OAK ST	-00	$0
037 H014003	20:COMMERCIAL CONDOS	MAINE COLLEGE OF ART	51	OAK ST	348,800	$373
037 H014004	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	51	OAK ST	-00	$0
037 H014005	20:COMMERCIAL CONDOS	MAINE COLLEGE OF ART	51	OAK ST	255,400	$273
037 H025001	21:RETAIL SERVICES	NEKOIE BAHMAN &	57	OAK ST	404,400	$433
037 I001001	21:RETAIL SERVICES	498 CONGRESS LLC	498	CONGRESS ST	2,109,300	$2,257
037 I002101	20:COMMERCIAL CONDOS	DJ HOLDINGS LLC	490	CONGRESS ST	473,900	$507
037 I002102	20:COMMERCIAL CONDOS	DJ HOLDINGS LLC	492	CONGRESS ST	530,600	$568
037 I002103	20:COMMERCIAL CONDOS	THE DOROTHEA &	15	BROWN ST	292,000	$312
037 I002104	10:CONDOMINIUMS	O'SULLIVAN MICHAEL &	15	BROWN ST	740,500	$792
037 I002105	10:CONDOMINIUMS	ADLER JANICE B	15	BROWN ST	730,500	$782
037 I002201	10:CONDOMINIUMS	PYE JOHN F &	15	BROWN ST	505,200	$541
037 I002202	10:CONDOMINIUMS	SAUCEDO CHRISTIAN MANUEL	15	BROWN ST	570,200	$610
037 I002203	10:CONDOMINIUMS	CARUSO PHILIP &	15	BROWN ST	665,300	$712
037 I002204	10:CONDOMINIUMS	MARCUS PETER H TRUSTEE	15	BROWN ST	557,000	$596
037 I002205	10:CONDOMINIUMS	TSANG MIA &	15	BROWN ST	544,000	$582
037 I002206	10:CONDOMINIUMS	JOHNSON CHRISTOPHER M	15	BROWN ST	428,500	$458
037 I002207	10:CONDOMINIUMS	SOULE GEORGE &	15	BROWN ST	412,300	$441

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
037 I002208	10:CONDOMINIUMS	DOCTOROFF MARK G	15	BROWN ST	607,300	$650
037 I002301	10:CONDOMINIUMS	BERZON TODD S	15	BROWN ST	558,400	$597
037 I002302	10:CONDOMINIUMS	ANDREOLI HELEN L	15	BROWN ST	539,300	$577
037 I002303	10:CONDOMINIUMS	BAUMAN PATRICIA J TRUSTEE	15	BROWN ST	636,000	$681
037 I002304	10:CONDOMINIUMS	RAEDLE DANIEL &	15	BROWN ST	564,200	$604
037 I002305	10:CONDOMINIUMS	COFFIN KATHLEEN M	15	BROWN ST	451,700	$483
037 I002306	10:CONDOMINIUMS	HUNT RYAN ETAL	15	BROWN ST	517,700	$554
037 I002307	10:CONDOMINIUMS	DOCTOROFF MARK G	15	BROWN ST	563,100	$603
037 I002401	10:CONDOMINIUMS	KING LELIA S &	15	BROWN ST	718,300	$769
037 I002402	10:CONDOMINIUMS	JONES RUSSELL J	15	BROWN ST	723,300	$774
037 I002403	10:CONDOMINIUMS	QUADRI SYED M &	15	BROWN ST	775,500	$830
037 I002404	10:CONDOMINIUMS	RICCI MICHAEL &	15	BROWN ST	717,700	$768
037 I002405	10:CONDOMINIUMS	MARCUS PETER H TRUSTEE &	15	BROWN ST	785,400	$840
037 I002406	10:CONDOMINIUMS	SANTORO DAVID M	15	BROWN ST	685,600	$734
037 I003001	21:RETAIL SERVICES	CENTER CONGRESS LLC	482	CONGRESS ST	3,959,800	$4,237
037 I004001	22:OFFICE BUSINESS	ASHBY TEAM LLC	480	CONGRESS ST	2,493,600	$2,668
037 I005001	27:MULTI-USE COMMERCIAL	BARTHE DONNA	486	CONGRESS ST	629,500	$674
037 I00701A	20:COMMERCIAL CONDOS	PHELPS CRAIG REAL	11	BROWN ST	894,600	$957
037 I00702A	10:CONDOMINIUMS	WADDELL CHRISTOPHER &	9	BROWN ST	544,100	$582
037 I00702B	10:CONDOMINIUMS	BUKER MAILE E	9	BROWN ST	689,000	$737
037 I00703A	10:CONDOMINIUMS	BEAR POINT REAL ESTATE HOLDINGS LLC	9	BROWN ST	940,500	$1,006
037 I00704A	10:CONDOMINIUMS	THORNDIKE WILLIAM N JR &	9	BROWN ST	962,900	$1,030
037 I009001	25:PARKING LOTS	JB BROWN & SONS	59	FREE ST	915,200	$979
037 I012001	25:PARKING LOTS	CENTER CONGRESS LLC	104	CENTER ST	583,400	$624
038 A001001	22:OFFICE BUSINESS	JB BROWN & SONS	10	FREE ST	6,196,300	$6,630
038 A005001	22:OFFICE BUSINESS	BROWN J B & SONS	22	FREE ST	5,466,200	$5,849
038 B001001	20:COMMERCIAL CONDOS	NORTH RIVER IV LLC	1	PORTLAND SQ	30,801,400	$32,957
038 B001007	20:COMMERCIAL CONDOS	PS ONE REALTY LLC	1	PORTLAND SQ	19,958,800	$21,356
038 B002001	22:OFFICE BUSINESS	NORTH RIVER IV LLC	2	PORTLAND SQ	35,291,900	$37,762
038 B003001	25:PARKING LOTS	NORTH RIVER IV LLC	481	FORE ST	4,991,500	$5,341
038 C008001	56:GOVERNMENTAL	CITY OF PORTLAND	28	COTTON ST	-00	$0

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
038 C009001	25:PARKING LOTS	CASCO VIEW HOLDINGS III LLC	24	COTTON ST	1,000,000	$1,070
038 C012001	27:MULTI-USE COMMERCIAL	CASCO VIEW HOLDINGS III LLC	8	COTTON ST	2,702,100	$2,891
038 C030001	21:RETAIL SERVICES	CASCO VIEW HOLDINGS III LLC	59	CENTER ST	713,400	$763
038 D015001	56:GOVERNMENTAL	CUMBERLAND COUNTY MAINE	82	FREE ST	-00	$0
038 E007001	40:VACANT LAND	RAFFEL CLAIRE &	3	SOUTH ST	168,000	$180
038 E009105	20:COMMERCIAL CONDOS	105 STAPLES SCHOOL LLC	70	CENTER ST	443,500	$475
038 E009106	20:COMMERCIAL CONDOS	APPLE REAL ESTATE	70	CENTER ST	405,500	$434
038 E009204	20:COMMERCIAL CONDOS	70 CENTER LLC	70	CENTER ST	440,300	$471
038 E009205	20:COMMERCIAL CONDOS	70 CENTER LLC	70	CENTER ST	457,700	$490
038 E009304	20:COMMERCIAL CONDOS	EAST COAST CONSTRUCTION AND	70	CENTER ST	461,300	$494
038 E009305	20:COMMERCIAL CONDOS	MCKERSIE FAMILY LLC	70	CENTER ST	476,300	$510
038 E009401	20:COMMERCIAL CONDOS	ALDER RUN DEVELOPMENT	70	CENTER ST	796,900	$853
038 E009G07	20:COMMERCIAL CONDOS	70 CENTER STREET BASEMENT LLC	70	CENTER ST	418,300	$448
038 E009G08	20:COMMERCIAL CONDOS	MAINE BUSINESS SERVICES INC	70	CENTER ST	411,000	$440
038 E010001	20:COMMERCIAL CONDOS	LEVINE ROBERT A &	17	SOUTH ST	246,100	$263
038 E010002	20:COMMERCIAL CONDOS	SOUTH STREET PARTNERS 2 LLC	17	SOUTH ST	246,100	$263
038 E010003	20:COMMERCIAL CONDOS	PRESTIGE WORLD-WIDE	17	SOUTH ST	399,000	$427
038 E012001	21:RETAIL SERVICES	PICTURE ISLAND INC	52	CENTER ST	859,000	$919
038 E019001	21:RETAIL SERVICES	ZENITH OPERATING GROUP LLC	1	PLEASANT ST	2,149,000	$2,299
038 E020001	27:MULTI-USE COMMERCIAL	7-19 PLEASANT STREET LLC	7	PLEASANT ST	795,400	$851
038 E021001	40:VACANT LAND	7-19 PLEASANT STREET LLC	9	PLEASANT ST	204,200	$218
038 E022001	40:VACANT LAND	7-19 PLEASANT STREET LLC	9	PLEASANT ST	29,700	$32
038 E023001	27:MULTI-USE COMMERCIAL	7-19 PLEASANT STREET LLC	15	PLEASANT ST	1,477,700	$1,581
038 E024001	27:MULTI-USE COMMERCIAL	ANADILYA PROPERTIES LLC	21	PLEASANT ST	1,174,500	$1,257
038 E025001	13:THREE FAMILY	AMORY JONATHAN &	11	SOUTH ST	1,106,200	$1,184
038 E026001	12:TWO FAMILY	HANSON ANJA-BRITT &	9	SOUTH ST	1,109,900	$1,188
038 E027001	27:MULTI-USE COMMERCIAL	FIVE SOUTH STREET LLC	5	SOUTH ST	617,400	$661
038 E029001	27:MULTI-USE COMMERCIAL	19 SOUTH STREET DEVELOPMENT LLC	19	SOUTH ST	1,772,200	$1,896
038 E030001	25:PARKING LOTS	STEELE DANIEL L	58	CENTER ST	1,148,400	$1,229
038 F004001	24:WHOLESALE	SLM PROPERTIES INC	241	COMMERCIAL ST	3,146,800	$3,367
038 F006001	22:OFFICE BUSINESS	245 COMMERCIAL STREET LLC	245	COMMERCIAL ST	7,542,800	$8,071

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
038 F008001	22:OFFICE BUSINESS	DICTAR ASSOCIATES II	470	FORE ST	3,425,500	$3,665
038 F009001	23:HOTEL & MOTEL	HARBOR PLAZA ASSOCIATES II	468	FORE ST	32,059,100	$34,303
038 F009002	22:OFFICE BUSINESS	DICTAR ASSOCIATES II	468	FORE ST	6,592,900	$7,054
038 F019001	22:OFFICE BUSINESS	CASCO VIEW HOLDINGS II LLC	19	CROSS ST	8,366,700	$8,952
038 G001001	25:PARKING LOTS	NORTH RIVER IV LLC	486	FORE ST	6,167,100	$6,599
038 G00202A	10:CONDOMINIUMS	GOSSELIN EUGENE D &	269	COMMERCIAL ST	360,100	$385
038 G00202B	10:CONDOMINIUMS	POE MAXWELL BURTON RENZ &	269	COMMERCIAL ST	366,200	$392
038 G00202C	10:CONDOMINIUMS	TING YVONNE	269	COMMERCIAL ST	447,800	$479
038 G00202D	10:CONDOMINIUMS	CUMMING JEAN S &	269	COMMERCIAL ST	343,000	$367
038 G00202E	10:CONDOMINIUMS	DEVILLIER JACQUES K	269	COMMERCIAL ST	346,700	$371
038 G00202F	10:CONDOMINIUMS	MCKENZIE ANNE-MARIE &	269	COMMERCIAL ST	390,900	$418
038 G00203A	10:CONDOMINIUMS	CHAPMAN KATHRYN S	269	COMMERCIAL ST	374,100	$400
038 G00203B	10:CONDOMINIUMS	RICE LEE PRISCILLA TRUSTEE	269	COMMERCIAL ST	356,800	$382
038 G00203C	10:CONDOMINIUMS	NORCHI CHARLES H &	269	COMMERCIAL ST	450,400	$482
038 G00203D	10:CONDOMINIUMS	DODGE MEREDITH	269	COMMERCIAL ST	335,400	$359
038 G00203E	10:CONDOMINIUMS	CONKLIN HENRY C	269	COMMERCIAL ST	376,000	$402
038 G00203F	10:CONDOMINIUMS	TUCKER HAROLD W III	269	COMMERCIAL ST	381,600	$408
038 G00204A	10:CONDOMINIUMS	ROUSSEAU GREGORY M TRUSTEE	269	COMMERCIAL ST	374,600	$401
038 G00204B	10:CONDOMINIUMS	269 COMMERCIAL LLC	269	COMMERCIAL ST	396,600	$424
038 G00204C	10:CONDOMINIUMS	GIOBBI ARCHIE &	269	COMMERCIAL ST	498,300	$533
038 G00204D	10:CONDOMINIUMS	KIMBLE ELLEN SUE	269	COMMERCIAL ST	306,400	$328
038 G00204E	10:CONDOMINIUMS	LAINEY CONNOR D	269	COMMERCIAL ST	351,400	$376
038 G00204F	10:CONDOMINIUMS	WONG ROCKET &	269	COMMERCIAL ST	368,700	$395
038 G00205A	10:CONDOMINIUMS	BERG ERIC O JR TRUSTEE	269	COMMERCIAL ST	421,300	$451
038 G00205B	10:CONDOMINIUMS	GLENNON THOMAS J	269	COMMERCIAL ST	411,200	$440
038 G00205C	10:CONDOMINIUMS	DORFMAN NATHANIEL B	269	COMMERCIAL ST	414,400	$443
038 G00205D	10:CONDOMINIUMS	DAVIS DONALD A	269	COMMERCIAL ST	472,200	$505
038 G00205E	10:CONDOMINIUMS	MARTINEZ ANDREW DAVID &	269	COMMERCIAL ST	455,000	$487
038 G00205F	10:CONDOMINIUMS	FOSTER ANTHONY W	269	COMMERCIAL ST	397,500	$425
038 G002267	20:COMMERCIAL CONDOS	TEEDUCFRATAY LLC	269	COMMERCIAL ST	818,000	$875
038 G002271	20:COMMERCIAL CONDOS	JKC LLC	269	COMMERCIAL ST	641,200	$686

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
038 G005001	23:HOTEL & MOTEL	FATHOM CC LLC	9	CENTER ST	48,336,500	$51,720
038 I001001	27:MULTI-USE COMMERCIAL	40 FREE LLC	28	FREE ST	12,107,700	$12,955
038 I003001	25:PARKING LOTS	BROWN J B & SONS	15	SPRING ST	2,375,500	$2,542
038 I018001	21:RETAIL SERVICES	BROWN J B & SONS	46	FREE ST	4,883,100	$5,225
039 A001001	21:RETAIL SERVICES	PARK WONBAE &	626	CONGRESS ST	2,096,400	$2,243
039 A002001	21:RETAIL SERVICES	WAYNE ENTERPISES LLC	622	CONGRESS ST	2,658,700	$2,845
039 A005001	21:RETAIL SERVICES	614 CONGRESS STREET LLC	616	CONGRESS ST	2,984,800	$3,194
039 A006001	25:PARKING LOTS	614 CONGRESS STREET LLC	143	PARK ST	173,200	$185
039 A007001	40:VACANT LAND	RICE GEOFFREY I	612	CONGRESS ST	140,600	$150
039 A008001	21:RETAIL SERVICES	19 SOUTH STREET LLC	610	CONGRESS ST	1,047,400	$1,121
039 A009001	21:RETAIL SERVICES	19 SOUTH STREET LLC	608	CONGRESS ST	1,032,900	$1,105
039 A011001	25:PARKING LOTS	WAYNE ENTERPRISES LLC	141	PARK ST	355,100	$380
039 A013001	27:MULTI-USE COMMERCIAL	602 CONGRESS LLC	602	CONGRESS ST	3,320,100	$3,553
039 A016001	40:VACANT LAND	TEGNA EAST COAST	122	HIGH ST	139,100	$149
039 A016002	25:PARKING LOTS	PACIFIC AND SOUTHERN LLC	122	HIGH ST	953,900	$1,021
039 A017001	22:OFFICE BUSINESS	TEGNA EAST COAST	128	HIGH ST	4,689,000	$5,017
039 A027001	26:PRIVATE CLUBS	CUMBERLAND CLUB	116	HIGH ST	4,811,900	$5,149
039 A028001	04:BED & BREAKFAST	THE WREN LLC	135	SPRING ST	1,407,400	$1,506
039 A029001	27:MULTI-USE COMMERCIAL	STADLER CECILE	133	SPRING ST	782,600	$837
039 A030001	27:MULTI-USE COMMERCIAL	NOUVEAU-NE LLC	131	SPRING ST	683,000	$731
039 A031001	27:MULTI-USE COMMERCIAL	129 SPRING STREET LLC	129	SPRING ST	664,800	$711
039 A032001	40:VACANT LAND	CUMBERLAND CLUB	127	SPRING ST	423,900	$454
039 A035001	27:MULTI-USE COMMERCIAL	TILLER ROBIN B &	110	HIGH ST	832,700	$891
039 A037001	21:RETAIL SERVICES	M2BM LLC	106	HIGH ST	1,143,900	$1,224
039 A038001	21:RETAIL SERVICES	BLUE BAY LLC	612	CONGRESS ST	1,070,200	$1,145
039 B001001	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART	97	SPRING ST	-00	$0
039 B003001	40:VACANT LAND	PORTLAND MUSEUM OF ART	142	FREE ST	1,071,000	$1,146
039 B004001	25:PARKING LOTS	PORTLAND MUSEUM OF ART	130	FREE ST	1,751,500	$1,874
039 B007001	21:RETAIL SERVICES	PORTLAND MUSEUM OF ART	128	FREE ST	639,600	$684
039 B008001	25:PARKING LOTS	PORTLAND MUSEUM OF ART	120	FREE ST	3,211,600	$3,436
039 B011001	20:COMMERCIAL CONDOS	EVERYTHING LLC	44	OAK ST	1,123,200	$1,202

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
039 B011002	20:COMMERCIAL CONDOS	EVERYTHING LLC	44	OAK ST	550,900	$589
039 B011003	10:CONDOMINIUMS	ESCH TREVOR &	44	OAK ST	1,120,700	$1,199
039 B011004	10:CONDOMINIUMS	KEON MICHAEL P	44	OAK ST	1,516,300	$1,622
039 B013001	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART	148	FREE ST	-00	$0
039 B015001	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART	87	SPRING ST	-00	$0
039 C001002	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	2,329,990	$2,493
039 C00101A	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	225,480	$241
039 C00101B	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	638,870	$684
039 C00101C	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	901,930	$965
039 C0010GB	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	37,580	$40
039 C0010GC	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	75,160	$80
039 C001301	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	2,120,290	$2,269
039 C001302	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	209,700	$224
039 C001GA1	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	676,450	$724
039 C001GA2	20:COMMERCIAL CONDOS	PORTLAND MUSEUM OF ART	110	FREE ST	300,640	$322
039 C002001	56:GOVERNMENTAL	CITY OF PORTLAND	0	FREE ST	-00	$0
039 D005001	56:GOVERNMENTAL	CITY OF PORTLAND	98	HIGH ST	-00	$0
039 E001001	56:GOVERNMENTAL	CITY OF PORTLAND	94	SPRING ST ARTERIAL	-00	$0
039 E008001	22:OFFICE BUSINESS	SAFFORD HOUSE LLC	93	HIGH ST	1,615,800	$1,729
039 E009001	54:BENEVOLENT & CHARITABLE	ST ELIZABETH'S ROMAN	87	HIGH ST	-00	$0
039 E010001	23:HOTEL & MOTEL	LAFAYETTE PORTLAND LLC	88	SPRING ST	30,198,400	$32,312
039 F001001	25:PARKING LOTS	LAFAYETTE PORTLAND LLC	40	SPRING ST ARTERIAL	10,150,000	$10,861
039 F013001	32:WAREHOUSE & STORAGE	BAKERY LIMITED LIABILITY CO	59	PLEASANT ST	2,821,400	$3,019
039 F017001	12:TWO FAMILY	LOMBARDI BRIAN D	22	SOUTH ST	767,700	$821
039 F018001	12:TWO FAMILY	SCHMIDT REMINGTON O	20	SOUTH ST	566,200	$606
039 F019001	11:SINGLE FAMILY	ROBINSON ABIGAIL	18	SOUTH ST	918,000	$982
039 F020001	12:TWO FAMILY	MCLAUGHLIN KATHERINE A TRUSTEE	14	SOUTH ST	856,800	$917
039 F021001	40:VACANT LAND	BROWN J B & SONS	10	SOUTH ST	35,700	$38
039 F022001	10:CONDOMINIUMS	SWEENEY HILARY &	37	PLEASANT ST	392,700	$420
039 F022002	10:CONDOMINIUMS	LEMIEUX ERIC J &	37	PLEASANT ST	390,000	$417
039 F022003	10:CONDOMINIUMS	WATSON MICHAEL P &	37	PLEASANT ST	392,700	$420

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
039 F022004	10:CONDOMINIUMS	HOLT MYRA FUJIMOTO TRUSTEE	37	PLEASANT ST	390,000	$417
039 F022005	10:CONDOMINIUMS	COMEAU PETER W &	37	PLEASANT ST	392,700	$420
039 F022006	10:CONDOMINIUMS	HAAS JOHN E &	37	PLEASANT ST	390,000	$417
039 F023001	20:COMMERCIAL CONDOS	35 PLEASANT ST LLC	35	PLEASANT ST	268,300	$287
039 F023002	10:CONDOMINIUMS	REITER LAUREN J &	35	PLEASANT ST	1,098,800	$1,176
039 F025001	58:LAND BANKS	CITY OF PORTLAND	24	SOUTH ST	-00	$0
039 F026001	19:AUXILIARY BUILDINGS	LOMBARDI DEBRA &	22	SOUTH ST	83,400	$89
040 A001001	16:11 TO 20 FAMILY	VICKERY HIGH LLC	79	HIGH ST	1,293,400	$1,384
040 A002001	14:FOUR FAMILY	O'SULLIVAN PATRICIA &	98	PLEASANT ST	1,101,300	$1,178
040 A003001	12:TWO FAMILY	BEAL MICHAEL &	92	PLEASANT ST	970,100	$1,038
040 A004001	15:5 TO 10 FAMILY	C M SCRIBNER & CO LIMITED	88	PLEASANT ST	1,485,300	$1,589
040 A005001	25:PARKING LOTS	LAFAYETTE PORTLAND LLC	76	PLEASANT ST	551,600	$590
040 A008001	40:VACANT LAND	BROWN J B & SONS	74	PLEASANT ST	132,400	$142
040 A009001	14:FOUR FAMILY	SCHWARTZ DONNA L	68	PLEASANT ST	1,130,500	$1,210
040 A010001	27:MULTI-USE COMMERCIAL	AXE CAP LLC	54	MAPLE ST	767,800	$822
040 A011001	11:SINGLE FAMILY	BOURNE KATHERINE L &	67	HIGH ST	1,184,500	$1,267
040 A013001	17:21 PLUS FAMILY	53 DANFORTH STREET LP	53	DANFORTH ST	5,178,600	$5,541
040 A014001	11:SINGLE FAMILY	ADLER BRENT	52	MAPLE ST	562,500	$602
040 A015001	15:5 TO 10 FAMILY	LANDANO AND COMPANY LLC	65	HIGH ST	1,353,900	$1,449
040 A016001	17:21 PLUS FAMILY	DANFORTH ON HIGH LP	81	DANFORTH ST	2,595,200	$2,777
040 A017001	15:5 TO 10 FAMILY	COLONEL FORBIN LLC	77	DANFORTH ST	1,468,700	$1,572
040 A018001	15:5 TO 10 FAMILY	COLONEL FORBIN LLC	75	DANFORTH ST	1,218,100	$1,303
040 A019001	15:5 TO 10 FAMILY	TELA LLC	71	DANFORTH ST	1,511,700	$1,618
040 A021001	11:SINGLE FAMILY	VICKERY PLEASANT LLC	100	PLEASANT ST	380,200	$407
040 A022001	15:5 TO 10 FAMILY	HARPUA LLC	67	DANFORTH ST	1,387,900	$1,485
040 A024001	15:5 TO 10 FAMILY	POSTER NUTBAG LLC	63	DANFORTH ST	912,500	$976
040 A027001	11:SINGLE FAMILY	MEADE TRACY &	50	MAPLE ST	990,900	$1,060
040 A028001	40:VACANT LAND	BROWN J B & SONS	46	MAPLE ST	125,200	$134
040 A030001	16:11 TO 20 FAMILY	69 HIGH STREET HOLDINGS LLC	69	HIGH ST	1,675,900	$1,793
040 B001001	40:VACANT LAND	BAKERY LIMITED LIABILITY CO	55	MAPLE ST	142,600	$153
040 B002001	40:VACANT LAND	BROWN J B & SONS	58	PLEASANT ST	116,200	$124

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
040 B003001	13:THREE FAMILY	JR SAPPERSTEIN HOLDINGS LLC	54	PLEASANT ST	909,800	$973
040 B004001	27:MULTI-USE COMMERCIAL	44 PLEASANT STREET LLC	44	PLEASANT ST	1,892,900	$2,025
040 B006001	11:SINGLE FAMILY	40 PLEASANT ST LLC	40	PLEASANT ST	1,326,800	$1,420
040 B007001	27:MULTI-USE COMMERCIAL	SCHWARTZ DONNA L	23	DANFORTH ST	919,200	$984
040 B008001	10:CONDOMINIUMS	JOSEPH JOEY P	32	PLEASANT ST	401,900	$430
040 B008002	10:CONDOMINIUMS	DONOVAN URSULA J &	32	PLEASANT ST	406,800	$435
040 B008003	10:CONDOMINIUMS	GILLEN BROOKE	32	PLEASANT ST	504,700	$540
040 B009001	10:CONDOMINIUMS	LEVANDOSKI THERESE M	30	PLEASANT ST	468,500	$501
040 B009002	10:CONDOMINIUMS	HANSON JUNE ANDREA	30	PLEASANT ST	451,000	$483
040 B009003	10:CONDOMINIUMS	HOULE RONALD J &	30	PLEASANT ST	554,600	$593
040 B010001	12:TWO FAMILY	WEST ERIK MARK	20	PLEASANT ST	598,700	$641
040 B012001	22:OFFICE BUSINESS	18 PLEASANT ST ASSOC	18	PLEASANT ST	282,200	$302
040 B013001	11:SINGLE FAMILY	GIOBBI CARLO A JR &	14	PLEASANT ST	894,300	$957
040 B017001	19:AUXILIARY BUILDINGS	SANTE LLC	4	PLEASANT ST	148,700	$159
040 B018001	40:VACANT LAND	MEADE TRACY &	51	MAPLE ST	14,500	$16
040 B020001	21:RETAIL SERVICES	OSDBA HOLDINGS LLC	35	DANFORTH ST	1,285,000	$1,375
040 B021001	13:THREE FAMILY	FOX STEPHEN H	33	DANFORTH ST	582,000	$623
040 B022001	40:VACANT LAND	SCHAIR-CARDONA ERICA &	29	DANFORTH ST	411,700	$441
040 B023001	25:PARKING LOTS	WRIGHT-RYAN REAL ESTATE LLC	13	DANFORTH ST	332,600	$356
040 B028001	21:RETAIL SERVICES	SANTE LLC	1	DANFORTH ST	821,800	$879
040 B032001	21:RETAIL SERVICES	CIGRI TINA ETAL	45	DANFORTH ST	725,300	$776
040 B033001	10:CONDOMINIUMS	O'BRIEN KAYLYN SHAY	56	PLEASANT ST	483,500	$517
040 B033002	10:CONDOMINIUMS	MARCOUX VANESSA L &	56	PLEASANT ST	497,800	$533
040 B033003	10:CONDOMINIUMS	RUNNING SALLY	56	PLEASANT ST	484,100	$518
040 C001001	16:11 TO 20 FAMILY	GILLIS PETER J	51	HIGH ST	1,693,000	$1,812
040 C002001	15:5 TO 10 FAMILY	WEST COMPANY	78	DANFORTH ST	1,398,200	$1,496
040 C005001	20:COMMERCIAL CONDOS	BROWN J B & SONS	101	YORK ST	3,554,400	$3,803
040 C005201	10:CONDOMINIUMS	VEALE PATRICK J &	25	HIGH ST	652,600	$698
040 C005202	10:CONDOMINIUMS	ESCHBACH KELLY S &	25	HIGH ST	460,600	$493
040 C005203	10:CONDOMINIUMS	KLEINLERER MICHAL FREDA	25	HIGH ST	629,200	$673
040 C005204	10:CONDOMINIUMS	PARK KYUNG SAM	25	HIGH ST	527,300	$564

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
040 C005206	10:CONDOMINIUMS	MYSA RENTALS LLC	25	HIGH ST	462,300	$495
040 C005207	10:CONDOMINIUMS	CARRAHER DARIN L	25	HIGH ST	457,000	$489
040 C005208	10:CONDOMINIUMS	LAGHAEI FARID &	25	HIGH ST	611,700	$655
040 C005209	10:CONDOMINIUMS	GATOS PAMELA &	25	HIGH ST	611,700	$655
040 C005210	10:CONDOMINIUMS	SAUCIER SANDRA	25	HIGH ST	619,800	$663
040 C005211	10:CONDOMINIUMS	LIEBERMAN KYLE A ETAL JTS	25	HIGH ST	618,700	$662
040 C005212	10:CONDOMINIUMS	MAY BENJAMIN ROBERT &	25	HIGH ST	618,700	$662
040 C005213	10:CONDOMINIUMS	PRICE JASON LLOYD &	25	HIGH ST	618,700	$662
040 C005214	10:CONDOMINIUMS	DIRECTOR STEVEN &	25	HIGH ST	618,700	$662
040 C005215	10:CONDOMINIUMS	CUSHMAN ROBIN MARI TRUSTEE	25	HIGH ST	694,100	$743
040 C005216	10:CONDOMINIUMS	CHADBOURNE DENNIS S	25	HIGH ST	620,400	$664
040 C005301	10:CONDOMINIUMS	LYONS THOMAS W &	25	HIGH ST	627,600	$672
040 C005302	10:CONDOMINIUMS	25 HIGH-THE REFINED EQUINE LLC	25	HIGH ST	460,600	$493
040 C005303	10:CONDOMINIUMS	SMITH TEALE &	25	HIGH ST	629,200	$673
040 C005304	10:CONDOMINIUMS	BROWN LAUREN HINSON &	25	HIGH ST	527,300	$564
040 C005305	10:CONDOMINIUMS	MANN VERONICA ETAL JTS	25	HIGH ST	637,400	$682
040 C005306	10:CONDOMINIUMS	LACOGNATA STUART A	25	HIGH ST	462,300	$495
040 C005307	10:CONDOMINIUMS	GRIFFIN ALEXANDER &	25	HIGH ST	457,000	$489
040 C005308	10:CONDOMINIUMS	MARTINEZ DANIEL M &	25	HIGH ST	611,700	$655
040 C005309	10:CONDOMINIUMS	ADLER SUSAN	25	HIGH ST	586,700	$628
040 C005310	10:CONDOMINIUMS	ROTH MICHAEL D &	25	HIGH ST	619,800	$663
040 C005311	10:CONDOMINIUMS	LAMPNER GLENNA H &	25	HIGH ST	593,700	$635
040 C005312	10:CONDOMINIUMS	CARAMICIU JUSTIN	25	HIGH ST	618,700	$662
040 C005313	10:CONDOMINIUMS	GRIDLEY GUY G	25	HIGH ST	618,700	$662
040 C005314	10:CONDOMINIUMS	PROFESSIONAL PROPERTIES LLC	25	HIGH ST	618,700	$662
040 C005315	10:CONDOMINIUMS	SCOTT MICHELLE A &	25	HIGH ST	746,300	$799
040 C005316	10:CONDOMINIUMS	MILLER DEREK	25	HIGH ST	595,400	$637
040 C005401	10:CONDOMINIUMS	SKACEL LAURA E	25	HIGH ST	685,200	$733
040 C005402	10:CONDOMINIUMS	SHERMAN DAVID	25	HIGH ST	483,600	$517
040 C005403	10:CONDOMINIUMS	WOON ASHLEY HARDI	25	HIGH ST	660,700	$707
040 C005404	10:CONDOMINIUMS	MORSE KRISTY M	25	HIGH ST	528,600	$566

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
040 C005405	10:CONDOMINIUMS	CHEUNG PATRICIA K	25	HIGH ST	669,300	$716
040 C005406	10:CONDOMINIUMS	THYSSEN MICHAEL &	25	HIGH ST	485,400	$519
040 C005407	10:CONDOMINIUMS	PRATT SALLY C &	25	HIGH ST	479,900	$513
040 C005408	10:CONDOMINIUMS	BIVENS JUDITH H &	25	HIGH ST	662,000	$708
040 C005409	10:CONDOMINIUMS	PIASIO GEOFF B	25	HIGH ST	642,200	$687
040 C005410	10:CONDOMINIUMS	SADLER CLIFFORD H &	25	HIGH ST	625,800	$670
040 C005411	10:CONDOMINIUMS	SCHAFER MORGAN &	25	HIGH ST	624,600	$668
040 C005412	10:CONDOMINIUMS	KRONENBERG MARIANNE L TRUSTEE	25	HIGH ST	649,600	$695
040 C005413	10:CONDOMINIUMS	DORNEMAN PENELOPE LEE &	25	HIGH ST	649,600	$695
040 C005414	10:CONDOMINIUMS	MANSOURI ROZHIN YOUSEFVAND	25	HIGH ST	649,600	$695
040 C005415	10:CONDOMINIUMS	REILLY KATHLEEN E	25	HIGH ST	738,900	$791
040 C005416	10:CONDOMINIUMS	ROSS NATHAN T &	25	HIGH ST	651,400	$697
040 C005501	10:CONDOMINIUMS	SCHOLL STEVEN B &	25	HIGH ST	717,900	$768
040 C005502	10:CONDOMINIUMS	JOHNSTON EDWARD R &	25	HIGH ST	506,600	$542
040 C005503	10:CONDOMINIUMS	BERRY RICHARD A	25	HIGH ST	667,100	$714
040 C005504	10:CONDOMINIUMS	BURKE CHERIE ANNE &	25	HIGH ST	580,000	$621
040 C005505	10:CONDOMINIUMS	HIGH QUALITY RENTALS LLC	25	HIGH ST	701,100	$750
040 C005506	10:CONDOMINIUMS	MARSDEN DAVID &	25	HIGH ST	508,500	$544
040 C005507	10:CONDOMINIUMS	LADAN LUKA	25	HIGH ST	502,800	$538
040 C005508	10:CONDOMINIUMS	TURNER JOSEPH L &	25	HIGH ST	672,800	$720
040 C005509	10:CONDOMINIUMS	BROWN SARA J HUTCHINSON &	25	HIGH ST	672,800	$720
040 C005510	10:CONDOMINIUMS	LARLEE BRENT A &	25	HIGH ST	656,800	$703
040 C005511	10:CONDOMINIUMS	OSTERGAARD LLC	25	HIGH ST	680,500	$728
040 C005512	10:CONDOMINIUMS	DANIELSEN KERRY E	25	HIGH ST	680,500	$728
040 C005513	10:CONDOMINIUMS	CONRAD ERIC &	25	HIGH ST	680,500	$728
040 C005514	10:CONDOMINIUMS	SHAW DAVID E &	25	HIGH ST	680,500	$728
040 C005515	10:CONDOMINIUMS	PARK MIRI &	25	HIGH ST	800,300	$856
040 C005516	10:CONDOMINIUMS	MAK E CHIN &	25	HIGH ST	682,500	$730
040 C009001	31:MANUFACTURING	BROWN J B & SONS	50	DANFORTH ST	1,507,400	$1,613
040 C014001	14:FOUR FAMILY	SACRE LINDA &	41	HIGH ST	786,600	$842
040 C015001	10:CONDOMINIUMS	MYBURGH ANDREW C &	37	HIGH ST	419,200	$449

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
040 C015002	10:CONDOMINIUMS	SOLSTICE INVESTMENTS LLC	37	HIGH ST	247,900	$265
040 C015003	10:CONDOMINIUMS	SOLEIL REAL ESTATE GROUP LLC	37	HIGH ST	480,500	$514
040 C015004	10:CONDOMINIUMS	THIS THYME AROUND LLC	37	HIGH ST	333,600	$357
040 C016001	12:TWO FAMILY	BERNOTAVICZ JARAD	31	HIGH ST	829,300	$887
040 C021001	27:MULTI-USE COMMERCIAL	BROWN J B & SONS	27	HIGH ST	7,385,000	$7,902
040 C026001	24:WHOLESALE	YORKSHIRE LLC	75	YORK ST	1,919,900	$2,054
040 C030001	21:RETAIL SERVICES	CASTINE 53 LLC	53	YORK ST	2,394,800	$2,562
040 D001001	22:OFFICE BUSINESS	BROWN J B & SONS	20	DANFORTH ST	7,406,300	$7,925
040 D002001	22:OFFICE BUSINESS	WRIGHT-RYAN REAL ESTATE LLC	10	DANFORTH ST	1,892,000	$2,024
040 E001001	25:PARKING LOTS	BROWN J B & SONS	40	YORK ST	782,300	$837
040 E003001	10:CONDOMINIUMS	SAMBATAKOS JOHN P &	311	COMMERCIAL ST	746,600	$799
040 E003002	10:CONDOMINIUMS	HIGONNET CAMILLE	311	COMMERCIAL ST	608,100	$651
040 E003003	10:CONDOMINIUMS	SCLAR ETHAN	311	COMMERCIAL ST	552,100	$591
040 E003004	10:CONDOMINIUMS	KASUBA PAUL F &	311	COMMERCIAL ST	751,500	$804
040 E003005	10:CONDOMINIUMS	SALVIO PAULA MARIA &	311	COMMERCIAL ST	824,100	$882
040 E003006	10:CONDOMINIUMS	DODGE MEREDITH A &	311	COMMERCIAL ST	761,000	$814
040 E003007	10:CONDOMINIUMS	KRUITHOFF CATHERINE H &	311	COMMERCIAL ST	540,500	$578
040 E003008	10:CONDOMINIUMS	DODGE MEREDITH A &	311	COMMERCIAL ST	651,400	$697
040 E003009	10:CONDOMINIUMS	KROON THOMAS J &	311	COMMERCIAL ST	665,200	$712
040 E00300H	20:COMMERCIAL CONDOS	JBB HOSPITALITY I LLC	311	COMMERCIAL ST	41,809,000	$44,736
040 E00300R	20:COMMERCIAL CONDOS	TIQA LEGACY LLC	311	COMMERCIAL ST	1,719,000	$1,839
040 E003010	10:CONDOMINIUMS	GRIMM KRISTY &	311	COMMERCIAL ST	862,200	$923
040 E003011	10:CONDOMINIUMS	CLANCY PAUL	311	COMMERCIAL ST	692,300	$741
040 E003012	10:CONDOMINIUMS	AGUINAGA GARY S &	311	COMMERCIAL ST	739,200	$791
040 E003013	10:CONDOMINIUMS	SNITE DEBORAH	311	COMMERCIAL ST	600,600	$643
040 E003014	10:CONDOMINIUMS	HOLLANDER MICHAEL R &	311	COMMERCIAL ST	713,300	$763
040 F009001	27:MULTI-USE COMMERCIAL	BAXTER PLACE LLC	305	COMMERCIAL ST	14,571,300	$15,591
040 F011001	22:OFFICE BUSINESS	BROWN J B & SONS	14	YORK ST	4,832,500	$5,171
041 A015001	24:WHOLESALE	WATERFRONT MAINE BT LLC	260	COMMERCIAL ST	2,746,300	$2,939
041 A016001	22:OFFICE BUSINESS	WATERFRONT MAINE	252	COMMERCIAL ST	22,691,300	$24,280
042 A001001	23:HOTEL & MOTEL	APPLE NINE HOSPITALITY	379	COMMERCIAL ST	45,898,900	$49,112

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
042 A002140	20:COMMERCIAL CONDOS	CENTRAL STREET STUDIOS LLC	383	COMMERCIAL ST	729,800	$781
042 A002141	20:COMMERCIAL CONDOS	CENTRAL STREET STUDIOS LLC	383	COMMERCIAL ST	378,400	$405
042 A002143	20:COMMERCIAL CONDOS	ROHSHABRO CO LLC	383	COMMERCIAL ST	626,000	$670
042 A002144	20:COMMERCIAL CONDOS	HEAD OF FALLS LLC	383	COMMERCIAL ST	709,200	$759
042 A002145	20:COMMERCIAL CONDOS	DEERING PROPERTY	383	COMMERCIAL ST	102,600	$110
042 A002146	20:COMMERCIAL CONDOS	DEERING PROPERTY	383	COMMERCIAL ST	1,368,000	$1,464
042 A002200	10:CONDOMINIUMS	MCCONAGHA MEGAN &	383	COMMERCIAL ST	917,200	$981
042 A002201	10:CONDOMINIUMS	LANDRY GAIL	383	COMMERCIAL ST	596,200	$638
042 A002202	10:CONDOMINIUMS	THE LANDING HOMES LLC	383	COMMERCIAL ST	817,600	$875
042 A002203	10:CONDOMINIUMS	PATE ANNE &	383	COMMERCIAL ST	795,700	$851
042 A002204	10:CONDOMINIUMS	LIEBERMAN DAVID J &	383	COMMERCIAL ST	933,300	$999
042 A002300	10:CONDOMINIUMS	STINSON MARTHA	383	COMMERCIAL ST	1,486,400	$1,590
042 A002301	10:CONDOMINIUMS	GEOGHEGAN WILLIAM D	383	COMMERCIAL ST	1,013,900	$1,085
042 A002302	10:CONDOMINIUMS	GALVIN ANDREW D &	383	COMMERCIAL ST	766,500	$820
042 A002303	10:CONDOMINIUMS	LANE RYAN S	383	COMMERCIAL ST	549,000	$587
042 A002304	10:CONDOMINIUMS	SKELLY ABIGAIL M &	383	COMMERCIAL ST	782,200	$837
042 A002305	10:CONDOMINIUMS	MILLER ROBERT THOMAS TRUSTEE	383	COMMERCIAL ST	549,000	$587
042 A002306	10:CONDOMINIUMS	LEE FRANK	383	COMMERCIAL ST	568,200	$608
042 A002307	10:CONDOMINIUMS	HURST KATHRYN NICOLE	383	COMMERCIAL ST	1,439,900	$1,541
042 A002308	10:CONDOMINIUMS	KAUFFMAN JENNIFER LOUISE TRUSTEE	383	COMMERCIAL ST	568,200	$608
042 A002309	10:CONDOMINIUMS	CHASE MARK C TRUSTEE	383	COMMERCIAL ST	1,021,600	$1,093
042 A002310	10:CONDOMINIUMS	MUMME YVONNE B &	383	COMMERCIAL ST	1,012,200	$1,083
042 A002311	10:CONDOMINIUMS	OHANNES JAMES R &	383	COMMERCIAL ST	1,471,900	$1,575
042 A002312	10:CONDOMINIUMS	HEJLIK EMILY	383	COMMERCIAL ST	587,000	$628
042 A002313	10:CONDOMINIUMS	VAN BRAMER JAYNE MARIE	383	COMMERCIAL ST	501,100	$536
042 A002314	10:CONDOMINIUMS	DEVLIN ELIZABETH &	383	COMMERCIAL ST	798,600	$855
042 A002315	10:CONDOMINIUMS	GALE PETER JR	383	COMMERCIAL ST	549,000	$587
042 A002316	10:CONDOMINIUMS	DEXTER AMY S &	383	COMMERCIAL ST	780,800	$835
042 A002317	10:CONDOMINIUMS	KENNEDY TODD M	383	COMMERCIAL ST	546,300	$585
042 A002318	10:CONDOMINIUMS	FAVREAU SCOTT A &	383	COMMERCIAL ST	747,900	$800
042 A002319	10:CONDOMINIUMS	UZEE JOHN H	383	COMMERCIAL ST	1,006,800	$1,077

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
042 A002320	10:CONDOMINIUMS	KALM HARBOUR LLC	383	COMMERCIAL ST	560,300	$600
042 A002321	10:CONDOMINIUMS	HALLOCK BRADLEY L &	383	COMMERCIAL ST	1,230,700	$1,317
042 A002400	10:CONDOMINIUMS	BRUENJES MICHAEL &	383	COMMERCIAL ST	1,222,500	$1,308
042 A002401	10:CONDOMINIUMS	COOK RICHARD F JR	383	COMMERCIAL ST	930,900	$996
042 A002402	10:CONDOMINIUMS	CARAMANDO ANTHONY N	383	COMMERCIAL ST	766,500	$820
042 A002403	10:CONDOMINIUMS	TIDD PAULETTE S	383	COMMERCIAL ST	633,200	$678
042 A002404	10:CONDOMINIUMS	PRYSE HOWELL WAYNE VN VET &	383	COMMERCIAL ST	767,500	$821
042 A002405	10:CONDOMINIUMS	CARMODY JAMES	383	COMMERCIAL ST	588,200	$629
042 A002406	10:CONDOMINIUMS	CRAWFORD KATHARINE H &	383	COMMERCIAL ST	608,800	$651
042 A002407	10:CONDOMINIUMS	DELONG DARRELL &	383	COMMERCIAL ST	1,696,200	$1,815
042 A002408	10:CONDOMINIUMS	RUGGLES PATRICIA WELLS	383	COMMERCIAL ST	608,800	$651
042 A002409	10:CONDOMINIUMS	HOWARD PROPERTY GROUP LLC	383	COMMERCIAL ST	1,021,600	$1,093
042 A002410	10:CONDOMINIUMS	HOLMES JOANNE C TRUSTEE	383	COMMERCIAL ST	1,023,900	$1,096
042 A002411	10:CONDOMINIUMS	TOPPER DAVID C &	383	COMMERCIAL ST	1,708,300	$1,828
042 A002412	10:CONDOMINIUMS	DARBY DOUGLAS M	383	COMMERCIAL ST	703,600	$753
042 A002413	10:CONDOMINIUMS	ALESAR LLC	383	COMMERCIAL ST	657,600	$704
042 A002414	10:CONDOMINIUMS	HINKLE THOMAS L TRUSTEE &	383	COMMERCIAL ST	1,085,000	$1,161
042 A002415	10:CONDOMINIUMS	O'NEIL TAMATHA SARCHI	383	COMMERCIAL ST	588,200	$629
042 A002416	10:CONDOMINIUMS	MAYHEW ROBERT JOHN	383	COMMERCIAL ST	780,800	$835
042 A002417	10:CONDOMINIUMS	CEFALO KYLE J	383	COMMERCIAL ST	665,800	$712
042 A002419	10:CONDOMINIUMS	PRATT CAROLYN R	383	COMMERCIAL ST	960,200	$1,027
042 A002420	10:CONDOMINIUMS	PARK DIANA L &	383	COMMERCIAL ST	1,628,300	$1,742
042 A002421	10:CONDOMINIUMS	DARBY CORINN A	383	COMMERCIAL ST	1,413,300	$1,512
042 A002500	10:CONDOMINIUMS	MALLIA JOHN F &	383	COMMERCIAL ST	1,467,000	$1,570
042 A002501	10:CONDOMINIUMS	CHAMPAGNE HELEN L TRUSTEE	383	COMMERCIAL ST	985,600	$1,055
042 A002502	10:CONDOMINIUMS	BRIKIATIS SYLVIE &	383	COMMERCIAL ST	817,600	$875
042 A002503	10:CONDOMINIUMS	KOZLOWSKI BENJAMIN	383	COMMERCIAL ST	665,800	$712
042 A002504	10:CONDOMINIUMS	SMITH DAVID L &	383	COMMERCIAL ST	834,300	$893
042 A002505	10:CONDOMINIUMS	BEST MANIJEH DELALAT	383	COMMERCIAL ST	581,400	$622
042 A002506	10:CONDOMINIUMS	BOCIAN THOMAS E &	383	COMMERCIAL ST	608,800	$651
042 A002507	10:CONDOMINIUMS	DILLON DENIS P TRUSTEE	383	COMMERCIAL ST	1,817,500	$1,945

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
042 A002509	10:CONDOMINIUMS	NIERMAN MERYL E	383	COMMERCIAL ST	1,903,900	$2,037
042 A002510	10:CONDOMINIUMS	NGUYEN DOUGLAS	383	COMMERCIAL ST	1,165,500	$1,247
042 A002511	10:CONDOMINIUMS	MARTIN ROGER L &	383	COMMERCIAL ST	1,890,800	$2,023
042 A002512	10:CONDOMINIUMS	BURSAW MARGARET S TRUSTEE	383	COMMERCIAL ST	752,100	$805
042 A002513	10:CONDOMINIUMS	ROWLINGSON JACK	383	COMMERCIAL ST	657,600	$704
042 A002514	10:CONDOMINIUMS	GLOVER DAWSON COLEMAN IV	383	COMMERCIAL ST	1,039,500	$1,112
042 A002515	10:CONDOMINIUMS	THE LANDING HOMES LLC	383	COMMERCIAL ST	601,600	$644
042 A002516	10:CONDOMINIUMS	RITTENBERG RHONDA L &	383	COMMERCIAL ST	832,800	$891
042 A002517	10:CONDOMINIUMS	HART JESSE P	383	COMMERCIAL ST	640,800	$686
042 A002519	10:CONDOMINIUMS	FISH MICHAEL J &	383	COMMERCIAL ST	991,700	$1,061
042 A002520	10:CONDOMINIUMS	OTTOLINI MARY C &	383	COMMERCIAL ST	1,653,300	$1,769
042 A002521	10:CONDOMINIUMS	DAVIN CHRISTOPHER P &	383	COMMERCIAL ST	1,413,300	$1,512
042 A002600	10:CONDOMINIUMS	KORNBLAU BRYAN E TRUSTEE	383	COMMERCIAL ST	1,782,000	$1,907
042 A002601	10:CONDOMINIUMS	WOODS STEPHEN &	383	COMMERCIAL ST	1,771,600	$1,896
042 A002602	10:CONDOMINIUMS	SCHAFFER PAUL A &	383	COMMERCIAL ST	821,500	$879
042 A002603	10:CONDOMINIUMS	LEIBOWITZ SHELLEY	383	COMMERCIAL ST	1,927,500	$2,062
042 A002604	10:CONDOMINIUMS	JOHNSON TRACY D &	383	COMMERCIAL ST	1,029,000	$1,101
042 A002605	10:CONDOMINIUMS	BIT OF PORTLAND LLC	383	COMMERCIAL ST	1,046,400	$1,120
042 A002606	10:CONDOMINIUMS	DRIZLIKH NIMROD E	383	COMMERCIAL ST	777,100	$831
042 A002607	10:CONDOMINIUMS	COSTELLO KARIN F &	383	COMMERCIAL ST	1,610,700	$1,723
042 A002608	10:CONDOMINIUMS	SIMON GRANT F &	383	COMMERCIAL ST	718,900	$769
042 A002609	10:CONDOMINIUMS	TROCKMAN JEFFREY N TRUSTEE	383	COMMERCIAL ST	1,933,300	$2,069
042 A002610	10:CONDOMINIUMS	SCHEINDEL MARILYS C &	383	COMMERCIAL ST	1,525,100	$1,632
042 A002611	10:CONDOMINIUMS	HEARST JUDITH S TRUSTEE	383	COMMERCIAL ST	2,952,000	$3,159
042 A002701	10:CONDOMINIUMS	ARROW-YASKO AMY S	383	COMMERCIAL ST	3,439,500	$3,680
042 A002702	10:CONDOMINIUMS	WILLIAMS WAYNE COLBY &	383	COMMERCIAL ST	2,624,800	$2,809
042 A002704	10:CONDOMINIUMS	CAIAZZO GREG &	383	COMMERCIAL ST	2,612,500	$2,795
042 A002705	10:CONDOMINIUMS	CRAWFORD MARK G &	383	COMMERCIAL ST	1,954,200	$2,091
042 A002706	10:CONDOMINIUMS	SNELL EUGENE BRYAN &	383	COMMERCIAL ST	3,497,300	$3,742
042 A003147	20:COMMERCIAL CONDOS	FROHLICH LLC	387	COMMERCIAL ST	418,700	$448
042 A003148	20:COMMERCIAL CONDOS	DPD LOT 3 LLC	387	COMMERCIAL ST	684,500	$732

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
042 A003149	20:COMMERCIAL CONDOS	383 COMMERCIAL ST LLC	387	COMMERCIAL ST	599,000	$641
042 A003150	20:COMMERCIAL CONDOS	GEM LOUNGE LLC	387	COMMERCIAL ST	915,100	$979
042 A003151	20:COMMERCIAL CONDOS	DPD LOT 3 LLC	387	COMMERCIAL ST	186,400	$199
042 A003205	10:CONDOMINIUMS	GOLDMAN ROBERT DAVID &	387	COMMERCIAL ST	881,900	$944
042 A003206	10:CONDOMINIUMS	DAROS DENNIS J &	387	COMMERCIAL ST	767,400	$821
042 A003207	10:CONDOMINIUMS	AN CUONG QUOC &	387	COMMERCIAL ST	813,100	$870
042 A003208	10:CONDOMINIUMS	BRUCE ELIZABETH B	387	COMMERCIAL ST	924,300	$989
042 A003209	10:CONDOMINIUMS	MCCOY MADELEINE RENA &	387	COMMERCIAL ST	765,000	$819
042 A003322	10:CONDOMINIUMS	LILLY JOHN R TRUSTEE	387	COMMERCIAL ST	1,491,300	$1,596
042 A003323	10:CONDOMINIUMS	DILLON WILLIAM M &	387	COMMERCIAL ST	911,900	$976
042 A003324	10:CONDOMINIUMS	FERRANTE MICHAEL A TRUSTEE	387	COMMERCIAL ST	1,018,800	$1,090
042 A003325	10:CONDOMINIUMS	CAROVANO - RE LLC	387	COMMERCIAL ST	972,200	$1,040
042 A003326	10:CONDOMINIUMS	LANDA DAVID TRUSTEE	387	COMMERCIAL ST	1,009,300	$1,080
042 A003327	10:CONDOMINIUMS	VLSCHOS JAMES T &	387	COMMERCIAL ST	1,462,100	$1,564
042 A003328	10:CONDOMINIUMS	NEWBAUER ALAN K &	387	COMMERCIAL ST	587,100	$628
042 A003329	10:CONDOMINIUMS	SKELLY ABIGAIL M &	387	COMMERCIAL ST	525,800	$563
042 A003330	10:CONDOMINIUMS	CARON DIA J TRUSTEE	387	COMMERCIAL ST	1,221,800	$1,307
042 A003331	10:CONDOMINIUMS	CYMERMAN BARRY &	387	COMMERCIAL ST	952,500	$1,019
042 A003332	10:CONDOMINIUMS	LANDRY GAIL	387	COMMERCIAL ST	607,800	$650
042 A003333	10:CONDOMINIUMS	VELGOS JUSTIN S &	387	COMMERCIAL ST	487,800	$522
042 A003334	10:CONDOMINIUMS	SALTZ ADAM &	387	COMMERCIAL ST	639,800	$685
042 A003335	10:CONDOMINIUMS	ALEXANDER LORI &	387	COMMERCIAL ST	980,000	$1,049
042 A003336	10:CONDOMINIUMS	SPRUCE POINT HOLDINGS LLC	387	COMMERCIAL ST	549,200	$588
042 A003337	10:CONDOMINIUMS	BRANDT JOHN ROBERT TRUSTEE	387	COMMERCIAL ST	823,900	$882
042 A003422	10:CONDOMINIUMS	THYSSEN CARIN H TRUSTEE	387	COMMERCIAL ST	1,242,800	$1,330
042 A003423	10:CONDOMINIUMS	DOWNES KENNETH R &	387	COMMERCIAL ST	1,033,300	$1,106
042 A003424	10:CONDOMINIUMS	CHANG POH YONG &	387	COMMERCIAL ST	1,018,800	$1,090
042 A003425	10:CONDOMINIUMS	BINDER VALERIE	387	COMMERCIAL ST	907,400	$971
042 A003426	10:CONDOMINIUMS	BRYAN SUZANNE G &	387	COMMERCIAL ST	1,009,300	$1,080
042 A003427	10:CONDOMINIUMS	BUTRANON SIRIPORN	387	COMMERCIAL ST	1,398,500	$1,496
042 A003428	10:CONDOMINIUMS	ANGELIQUE HOLLY	387	COMMERCIAL ST	681,300	$729

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
042 A003429	10:CONDOMINIUMS	TRAIN DANIEL E &	387	COMMERCIAL ST	725,100	$776
042 A003430	10:CONDOMINIUMS	JACKSON & JACKSON HOLDINGS LLC	387	COMMERCIAL ST	1,221,800	$1,307
042 A003431	10:CONDOMINIUMS	WRIGHT WILLIAM &	387	COMMERCIAL ST	1,058,300	$1,132
042 A003432	10:CONDOMINIUMS	WANDER PHILIP &	387	COMMERCIAL ST	701,300	$750
042 A003433	10:CONDOMINIUMS	CULLINA-BESSEY KATHLEEN M	387	COMMERCIAL ST	1,622,800	$1,736
042 A003434	10:CONDOMINIUMS	SANO EMIKO EMILY JOY &	387	COMMERCIAL ST	1,430,900	$1,531
042 A003435	10:CONDOMINIUMS	IRWIN WENDY J &	387	COMMERCIAL ST	704,800	$754
042 A003436	10:CONDOMINIUMS	GRAFF RICHARD PAUL &	387	COMMERCIAL ST	853,900	$914
042 A003522	10:CONDOMINIUMS	HEROLD ROBERT W &	387	COMMERCIAL ST	1,677,700	$1,795
042 A003523	10:CONDOMINIUMS	WAUGH DUANE W TRUSTEE	387	COMMERCIAL ST	1,054,000	$1,128
042 A003524	10:CONDOMINIUMS	STROPKAY SHARYL &	387	COMMERCIAL ST	1,358,400	$1,453
042 A003525	10:CONDOMINIUMS	HYDE CATHERINE STALEY	387	COMMERCIAL ST	992,200	$1,062
042 A003526	10:CONDOMINIUMS	DAVIS J STAIGE TRUSTEE	387	COMMERCIAL ST	1,009,300	$1,080
042 A003527	10:CONDOMINIUMS	DIDONATO PAUL J &	387	COMMERCIAL ST	1,525,700	$1,632
042 A003528	10:CONDOMINIUMS	O'NEIL TAMATHA S &	387	COMMERCIAL ST	706,300	$756
042 A003529	10:CONDOMINIUMS	HLC LLC	387	COMMERCIAL ST	700,100	$749
042 A003530	10:CONDOMINIUMS	TATEM ANN HILARY	387	COMMERCIAL ST	1,466,100	$1,569
042 A003531	10:CONDOMINIUMS	RIDGWAY VIRGINA &	387	COMMERCIAL ST	1,175,900	$1,258
042 A003532	10:CONDOMINIUMS	FACCADIO LISA A &	387	COMMERCIAL ST	748,100	$800
042 A003533	10:CONDOMINIUMS	NEWSTEAD GILLIAN &	387	COMMERCIAL ST	1,487,600	$1,592
042 A003534	10:CONDOMINIUMS	BEVINGTON JENNIFER TRUSTEE	387	COMMERCIAL ST	1,561,000	$1,670
042 A003535	10:CONDOMINIUMS	MAILLOUX REBECCA &	387	COMMERCIAL ST	755,200	$808
042 A003536	10:CONDOMINIUMS	MURPHY SUE B &	387	COMMERCIAL ST	988,700	$1,058
042 A003612	10:CONDOMINIUMS	FORD GEORGE W III &	387	COMMERCIAL ST	2,750,000	$2,943
042 A003613	10:CONDOMINIUMS	ROMAN WILLIAM E TRUSTEE	387	COMMERCIAL ST	2,173,100	$2,325
042 A003614	10:CONDOMINIUMS	POND WILLIAM A JR &	387	COMMERCIAL ST	1,883,400	$2,015
042 A003615	10:CONDOMINIUMS	THIIM MICHAEL &	387	COMMERCIAL ST	1,058,300	$1,132
042 A003616	10:CONDOMINIUMS	SIEGEL ASHLEY &	387	COMMERCIAL ST	780,500	$835
042 A003617	10:CONDOMINIUMS	WASHBURN JANICE C &	387	COMMERCIAL ST	1,555,200	$1,664
042 A003618	10:CONDOMINIUMS	AYER LOREN P &	387	COMMERCIAL ST	988,700	$1,058
042 A003707	10:CONDOMINIUMS	SCHEINDEL MARILYS C JTS ETAL	387	COMMERCIAL ST	2,519,800	$2,696

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
042 A003708	10:CONDOMINIUMS	LUNDQUIST BERTIL TRUSTEE	387	COMMERCIAL ST	1,516,300	$1,622
042 A003709	10:CONDOMINIUMS	PIETSCH NICH &	387	COMMERCIAL ST	1,650,100	$1,766
042 A003710	10:CONDOMINIUMS	DPD LOT 3 LLC	387	COMMERCIAL ST	1,885,300	$2,017
042 A003711	10:CONDOMINIUMS	SCHOLDER TARA &	387	COMMERCIAL ST	855,800	$916
042 A003712	10:CONDOMINIUMS	FORSGATE LANDING LLC	387	COMMERCIAL ST	1,406,500	$1,505
042 A007001	23:HOTEL & MOTEL	54 YORK LLC	54	YORK ST	2,902,700	$3,106
042 C001110	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001120	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001130	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C00114A	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C00114B	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C00114C	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C00114D	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001150	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001160	54:BENEVOLENT & CHARITABLE	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001170	54:BENEVOLENT & CHARITABLE	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C00118A	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C00118B	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001190	54:BENEVOLENT & CHARITABLE	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001210	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001310	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001320	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001330	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
042 C001CCL	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	344	COMMERCIAL ST	-00	$0
045 A001001	27:MULTI-USE COMMERCIAL	A K LONGFELLOW LLC	660	CONGRESS ST	1,025,700	$1,097
045 A002001	27:MULTI-USE COMMERCIAL	RICE GEOFFREY I	656	CONGRESS ST	2,349,500	$2,514
045 A003001	27:MULTI-USE COMMERCIAL	638 CONGRESS STREET	638	CONGRESS ST	18,417,900	$19,707
045 A033001	15:5 TO 10 FAMILY	RANS LLC	177	STATE ST	1,113,300	$1,191
045 A034001	21:RETAIL SERVICES	RANS LLC	664	CONGRESS ST	1,039,600	$1,112
045 A035001	21:RETAIL SERVICES	LONGFELLOW SQUARE	670	CONGRESS ST	988,800	$1,058
046 C011001	27:MULTI-USE COMMERCIAL	RITA LINDA LLC	675	CONGRESS ST	798,900	$855

PARCEL ID	LAND USE	OWNER	STREET NO	LOCATION	NET ASSESSMENT	FEE AT $.00107
046 C012001	21:RETAIL SERVICES	DOUKAS ANDREW J	673	CONGRESS ST	425,000	$455
046 C013001	21:RETAIL SERVICES	DOUKAS ANDREW J &	671	CONGRESS ST	389,200	$416
046 C019001	27:MULTI-USE COMMERCIAL	REDFERN LONGFELLOW LLC	667	CONGRESS ST	28,814,400	$30,831
046 D008001	11:SINGLE FAMILY	WIEDERKEHR RYAN A	15	AVON ST	709,900	$760
046 D017001	53:RELIGIOUS	WILLISTON-IMMANUEL UNITED CHURCH	156	HIGH ST	-00	$0
046 D018001	21:RETAIL SERVICES	RICE GEOFFREY TRUSTEE	653	CONGRESS ST	508,700	$544
046 D021001	27:MULTI-USE COMMERCIAL	TRELAWNY 657 LLC	655	CONGRESS ST	14,848,900	$15,888
046 D022001	27:MULTI-USE COMMERCIAL	GASTONIA LLC	645	CONGRESS ST	10,164,500	$10,876
046 D026001	27:MULTI-USE COMMERCIAL	BURNHAM ARMS LLC	633	CONGRESS ST	6,458,400	$6,910
046 D028001	21:RETAIL SERVICES	BURNHAM ARMS ANNEX LLC	625	CONGRESS ST	960,800	$1,028
046 D029001	22:OFFICE BUSINESS	BAXTER BUILDING LLC	619	CONGRESS ST	5,630,900	$6,025
046 D031001	22:OFFICE BUSINESS	CROSTONE PORTLAND LLC	142	HIGH ST	5,912,300	$6,326
055 E037001	27:MULTI-USE COMMERCIAL	HUCKSTER'S ROW PROPERTIES LLC	190	STATE ST	1,497,900	$1,603
055 E039001	27:MULTI-USE COMMERCIAL	LONGFELLOW SQUARE	188	STATE ST	2,160,700	$2,312
444 A001001	56:GOVERNMENTAL	CITY OF PORTLAND	54	COMMERCIAL ST	-00	$0
444 A00500A	56:GOVERNMENTAL	CITY OF PORTLAND	46	COMMERCIAL ST	-00	$0
444 A00500B	20:COMMERCIAL CONDOS	CASCO BAY MHR LLC	46	COMMERCIAL ST	7,280,000	$7,790
444 A011001	58:LAND BANKS	CITY OF PORTLAND	54	COMMERCIAL ST	-00	$0
				TOTALS:	**2,275,014,890**	**$2,434,266**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 2, 2026

SUBJECT: Order 236-25/26 Order Approving the Agreement Between the City of Portland and Portland Downtown For Fiscal Year 2026-2027 - Sponsored by the Finance Committee, April Fournier, Chair

SPONSOR: Danielle West, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action**

Can action be taken at a later date: No 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:

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion item to the above Order.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Approving Agreement with Portland Downtown for FY27
2. FY2027 Agreement for CC 6-1-2026 Mtg

Prepared by:
Date: 06/02/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPROVING THE AGREEMENT BETWEEN THE CITY OF PORTLAND AND PORTLAND DOWNTOWN FOR FISCAL YEAR 2026-2027

ORDERED, that the Agreement between the City of Portland and the Downtown Improvement District, Inc. doing business as Portland Downtown is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to enter into said Agreement in substantially in the form attached and any other documents necessary to effect the intent of this order, and to carry out the Development Plan for the Downtown Improvement District for the period from and after its Effective Date and ending June 30, 2027.

AGREEMENT BETWEEN
THE CITY OF PORTLAND
AND
DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN

AGREEMENT made as of the 1st day of July, 2026, (the "Effective Date") by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, (the "**City**") and **DOWNTOWN IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN**, a Maine non-profit corporation, having its office and place of business at Portland, Maine (''**Portland Downtown**" or "**PD")**.

WHEREAS, by Council Orders 306-91/92 dated March 16, 1992, 185-94/95 dated February 22, 1995, 158-03/04 dated March 1, 2004, and 242-18/19 dated June 18, 2018, the City has approved an economic development district designated as the "Downtown Improvement District" (hereinafter, the "District"), a description and map of which are attached hereto as Exhibits A and B respectively and incorporated herein; and

WHEREAS, in 1992 the private sector formed an independent, non-profit corporation that has since managed Portland Downtown in fulfilling its mission, which includes, in part, the administration of the provision of supplemental services to the District, as described herein; and

WHEREAS, Portland Downtown is in need of services within the District which supplement the baseline services provided by the City ("Supplemental Services") and the City is willing to provide Supplemental Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. Term

a. The term of this Agreement shall commence on the Effective Date and expire on June 30, 2027 (the "Term").

ARTICLE II. Financial Considerations

a. The City will levy development district assessments ("Development District Assessments") on property in the District as authorized by the City Council and permitted by law. City-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the City.

b. For the period commencing on the Effective Date and ending June 30, 2027, the City will pay Portland Downtown in monthly installments, to reflect the Development Plan budget net of the all-inclusive administrative fee defined below. Installment payments will be made on the 1st of each month beginning July 2026 through and including June 1, 2027. Portland Downtown agrees to an all-inclusive administrative fee, defined as direct and indirect costs, of Nineteen Thousand Three Hundred Dollars ($19,300.00). The active tax roll for the Improvement District will be provided to Portland Downtown no later than November 1 each year.

c. Notwithstanding the foregoing, Portland Downtown agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit C, or any subsequent amendments thereto approved by the City.

d. Portland Downtown has approved Portland Downtown's budget and Development Program in Exhibit C, covering the period beginning on July 1, 2026, and ending on June 30, 2027, and the City Council has approved the special assessment mil rate that provides funding to support the Portland Downtown's budget and Development Program.

e. Portland Downtown will provide the Director of Finance with an annual certified financial statement, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.

f. Portland Downtown shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to Portland Downtown's books and records.

Article III. Baseline Services To be Provided By City

a. The City will provide, at no expense to Portland Downtown, all of the services included on the list entitled Baseline City Services that is attached hereto as Exhibit D and made a part hereof (the "Baseline City Services"). The specific nature and amount of such Baseline City Services shall be determined in the City's reasonable discretion.

b. The City may reduce the Baseline City Services at its discretion at any time, but only as part of a City-wide reduction in such services. The City will provide thirty (30) days notice in advance of any Citywide reduction

Article IV. Supplemental Downtown District Services To Be Provided By City For A Fee

a. The City will provide all of the services included on the list entitled Supplemental Downtown District Services that is attached hereto as Exhibit E and made a part hereof. In consideration of the City's provision of the Supplemental Downtown District Services, Portland Downtown shall pay the City the total amount set forth in Exhibit F, Public Works Budget, in equal monthly installments during the term of this Agreement.

b. The City shall endeavor to assign the following City staff (the "City Downtown Staff") to perform the Supplemental Downtown District Services weekly during the term of this Agreement:

   1 Public Works Supervisor – Daytime
   1 Public Works Foreperson - Daytime
   1 Portland Downtown Steward – Daytime
   5 Maintenance Workers – 5 Daytime
   1 Seasonal Laborer, April 15 – October 31 - Days

   The City Downtown Staff shall either be employees of or contractors for the City and shall not be considered to be employees of Portland Downtown. The City reserves the right to increase or decrease the number of City Downtown Staff and to change their hours and schedules if it determines that such increase or decrease is in the City's best interests, provided that any decrease in such staff shall not result in a material decrease in the Supplemental Downtown District Services. The City will provide thirty (30) days notice to Portland Downtown in advance of any decrease/change.

c. The City's Public Works Director and/or designee (the "City Director") and Portland Downtown's Executive Director and/or designee (the "PD Director") agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations and to share updated information on service activities, programs and projects.

d. Portland Downtown and City Manager will meet annually on or around April of each year to discuss prioritization of larger projects within the District generally included in baseline services or CIP and managed by other City teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects.

e. In the event Portland Downtown requests services from City in addition to those included herein, City shall have the option, in its sole discretion, to provide such services with payment to be made by Portland Downtown for any such services on a time and materials basis, or such other basis as the parties may agree in writing. The budget for additional services must be agreed to in advance by the parties. "Time" as used herein shall mean all of the City's employee costs, i.e. hourly wages or salary, and "materials"

as used herein shall mean the actual cost to the City of equipment, materials and/or supplies provided or used in connection with such services, with no additional markup. In such cases the City shall provide a detailed and itemized invoice of the individuals providing the service, the time spent by the individuals and the volume and unit cost of materials expended.

f. It is understood and agreed by the parties that City will adopt an expenditure budget, Exhibit F, which shall be provided to Portland Downtown for preliminary review no later than March 20, 2025, and which will include the cost of the Supplemental Downtown District Services, and that the City will adopt a revenue budget that will provide for the reimbursement of such costs by Portland Downtown as provided hereunder. In the event that either Portland Downtown or the City anticipates that there will be insufficient revenues to pay for such Supplemental Downtown District Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Downtown District Services that the City is able to provide. It shall be the responsibility of PD to notify City as soon as reasonably possible if such Supplemental Downtown District Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the City will have no obligation to provide Supplemental Downtown District Services in excess of PD funds available to reimburse City. The City will have the right, but not the obligation, to continue to provide such Supplemental Downtown District Services to the extent provided in the City budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under this Agreement.

g. In addition to any required City work uniforms, City Downtown Staff will wear vests already purchased by the City, which include the Portland Downtown logo.

h. Prior to any discussion of modifying, adjusting or terminating this Agreement, Portland Downtown shall invite the City Manager or their designee to a meeting of the Board to discuss such contemplated modification, adjustment or termination.

Article V. Services To Be Provided By Portland Downtown.

a. Except for the Supplemental Services, which shall be provided by the City and paid for by Portland Downtown in accordance with Article IV, Portland Downtown, shall provide the services described in Exhibit C, Portland Downtown's Budget and Development Plan.
b. In addition to the services described in Exhibit C, Portland Downtown may, at its own expense:

    i. Provide staff and administrative services for supervision of the daily activities and

public space management of the District.

ii. Establish positions for administration and management of its programs;
iii. Recruit, hire, and pay and otherwise supervise its workforce necessary such that it can successfully fulfill its responsibilities.
iv. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
v. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Portland Downtown. As such time, a dispute cannot be resolved the City Manager will be notified.
vi. Provide liaison between the City, the District, property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the Portland Downtown.
vii. Maintain all minutes and records of Portland Downtown proceedings as may be required.
viii. Participate in decoration, activation, and beautification of public places in the District.
ix. Sponsor and promote public events to take place on or in public places in the District, subject to the provisions in Exhibit E.
x. Provide advice or feedback to City staff about proposed events in public spaces within the District by sharing various permits the City approves in the District.
xi. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.
xii. Maintain existing pedestrian wayfinding signage for the District in accordance with applicable City codes and ordinances.
xiii. Conduct public relations, generating favorable publicity for, and enhancing economic growth in, the District.
xiv. Facilitate management of the Visitor Information Booth in Tommy's Park.
xv. Engage in partnerships with other organizations to provide programs and services.
xvi. Install pole banners in the District, provided that Portland Downtown shall obtain the consent of the City's Director of Parks, Recreation and Facilities, or his or her designee, in consultation with Public Works crew, prior to the installation of any banners.
xvii. Monitor performance of City Downtown Staff through specific PD access to "See, Click, Fix" software. PD may also track and evaluate outcomes to ensure alignment with this Agreement. Data will be reported to the City's Director of Public Works by PD's staff during the monthly meeting as designated in Article IV, Section c.

Nothing in this Agreement is intended to or shall be construed to limit Portland Downtown's general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE VI. Termination.

a. This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the City at such time as Portland Downtown's performance under this Agreement has been determined in the exclusive judgment of the City Manager to be unsatisfactory, which determination shall not be unreasonable.

b. If Portland Downtown should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the City Manager specifying such failure, then, upon expiration of the thirty (30) day period, the City Manager may provide Portland Downtown with notice of their intention to terminate the Agreement as provided herein. Portland Downtown shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the City Manager should determine, at the expiration of the ninety (90) day period, that Portland Downtown's performance is still unsatisfactory and declare that the Agreement is terminated, the City Manager shall provide Portland Downtown with a written notice of termination. Portland Downtown shall have the right to appeal their decision to the City Council. PD shall file such appeal with the City Manager within seven (7) business days from the date Portland Downtown receives the notice of termination. The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the City Council has acted on the appeal.

c. Portland Downtown shall be deemed to have good cause to terminate this Agreement if (i) the City, pursuant to the provisions of Article II, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from the Effective Date to December 31, 2026, and January 1, 2027 to June 30, 2027; (ii) if the City should be more than 30 days in arrears in any payment due hereunder; or (iii) the City should fail to provide the Supplemental Downtown District Services in a material and substantial way. In the event Portland Downtown should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.

d. Nothing herein shall be construed as giving Portland Downtown the right to perform the work contemplated under this Agreement beyond the time when Portland Downtown's services become unsatisfactory as determined by the City Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the City Council has affirmed the City Manager's decision. In case Portland Downtown should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of Portland Downtown to fulfill its obligations under this Agreement, Portland Downtown shall be reimbursed for all services satisfactorily performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, Portland Downtown shall:

1. With respect to existing activities, take only such actions as the City Manager shall direct;
2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Portland Downtown in and to all existing orders and agreements.
3. To the extent rights, title and interests of Portland Downtown in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Portland Downtown shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Portland Downtown as part of or in connection with the work.

e. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.

f. In the event Supplemental Downtown District Services are terminated for any reason by either party, it shall be in City's discretion as to whether it will continue or resume providing such Supplemental Downtown District Services.

ARTICLE VII. Assignment

Portland Downtown covenants and agrees that it will neither assign nor transfer any rights hereunder, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VIII. Performance of Services

All services performed under this Agreement shall be performed in a good, workmanlike fashion.

ARTICLE IX. Compliance with Law

Portland Downtown will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. Portland Downtown shall include a similar provision in each of its subcontracts.

ARTICLE X. Indemnification

a. Portland Downtown shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:

1. to the fullest extent permitted by law, Portland Downtown shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Portland Downtown, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;

2. all claims and liens of Portland Downtown's consultants, subcontractors, and their laborers, mechanics, material, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.

3. Notwithstanding the foregoing, nothing herein shall be construed as waiving or otherwise voiding the City's right to all protections under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et. seq., as the same may be amended from time to time.

ARTICLE XI. Insurance

a. Neither Portland Downtown nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.

b. Prior to the execution of this Agreement, the Portland Downtown will procure and maintain:

- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death and property damage, including completed operations coverage for no less than two years following completion of the Work;
- Occurrence-based Automobile Liability Insurance coverage for any Portland Downtown owned vehicles in amounts of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability and Automobile Liability Insurance, the

Portland Downtown shall name the CITY as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY. Policies required herein shall be primary and noncontributory. Prior to execution of this Agreement, the Portland Downtown shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from the insurance provider or agent. Portland Downtown shall also provide a copy of any endorsement naming the CITY as additional insured. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, Portland Downtown shall provide CITY with a complete copy of any of the above-referenced policies. Portland Downtown shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed $10,000.00 without prior written approval of Corporation Counsel). CITY's acceptance or lack of acceptance of Portland Downtown's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Portland Downtown's obligation to obtain and maintain such insurance as required by this agreement. If the Portland Downtown maintains broader coverage and/or higher limits than the minimum shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the Portland Downtown.

Article XII. No Joint Venture; Independent Contractors

a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.

b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge

all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.

c. Nothing in this Agreement is intended to or does prohibit Portland Downtown or the City from entering into any other contractual relationship with each other or any third party.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ___ day of _____, 2026.

WITNESS

_____

CITY OF PORTLAND

By:_____
Danielle P. West
Its City Manager

WITNESS

_____

DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN

By:_____
Dawn Homa
Its Board Chair

Approved as to Form:

_____
City Corporation Counsel

Approved as to Funds:

_____
City Finance Department


Portland
Downtown District
Boundary Map
June 18, 2018
EXHIBIT A
N
0
500
1,000
2,000
Feet
Legend
Portland Downtown District a/o 7/1/2018
FRANKLIN ST
NEWBURY ST W
EXCHANGE ST
FEDERAL ST
FEDERAL ST W
PEARL ST
MYRTLE ST
CHESTNUT ST
ELM ST
TEMPLE ST
MONUMENT SQ
MONUMENT WAY
CITY CENTER
LANCASTER LN
BROWN ST
CROSS ST N
UNNAMED
PORTLAND SQ
UNION ST
CANAL PLZ
PATON CT
SILVER ST
MARKET ST
MILK ST
CUSTOM HOUSE ST
GOLD ST
MOULTON ST
DANA ST
WHARF ST
CIVIC CENTER SQ
COTTON ST
SPRING ST
SOUTH ST
CROSS ST S
CENTER ST
DANFORTH ST
COMMERCIAL ST
MARLE ST
PLEASANT ST
CONGRESS SQ
FREE ST
OAK ST
CONGRESS ST
LONGFELLOW SQ
PARK ST
SPRING ST PL
PINE ST
HORTON PL
DOW ST
WALKER ST
VERNON PL
AVON ST
DEERING ST PL
HENRY ST
DEERING ST
AVON PL
CUMBERLAND AVE
SHERMAN ST
GRANT ST
PARK AVE
DEERING AVE
STATE ST
HIGH ST
LANCASTER ST W
BRATTLE ST
PREBLE ST
ALDER ST
OXFORD ST
MECHANIC PL
MECHANIC ST
PARRIS ST
PORTLAND ST
DELAND CT
SHIRLEY ST
CASCO ST
TOLMAN PL
HILBORN CT
MARGINAL WAY
HANOVER ST
SOMERSET ST
KENNEBEC ST
LANCASTER ST
HALE CT
CHAPEL ST
STONE ST
CEDAR ST
WILMOT ST
BOYD ST
LOCUST ST
SMITH ST
INDIA ST
FEDERAL ST E
HAMPSHIRE ST
MOUNTFORT ST
NEWBURY ST
MUNDY SOUTH
MIDDLE ST
FORE ST
HANCOCK ST
THAMES ST
OCEAN GATEWAY PIER
MAINE STATE PIER
MAINE WHARF
CUSTOM HOUSE WHARF
PORTLAND PIER
LONG WHARF
WIDGERY'S WHARF
CHANDLER'S WHARF
UNION WHARF
PORTLAND FISH PIER
WRIGHT'S WHARF
HOBSON'S WHARF
BERLIN MILLS WHARF
STURDIVANT'S WHARF
HOLYOKE WHARF
DEAKE'S WHARF
INTERNATIONAL MARINE TERMINAL RD
CASCO BAY BRIDGE
HIGH ST CT
YORK ST
STRATTON PL
WYE ST
STETSON CT
GUILFORD CT
WINTER ST
JOY PL
CLARK ST
LEWIS ST
CUSHMAN ST
EMERY ST
THOMAS ST
SPRUCE ST
CARROLL ST
BRACKETT ST
DERMOT CT
GRAY ST
TYNG ST
TATE ST
HAMLIN CT
MAY ST
SALEM ST
DANFORTH PL
BRIGGS ST
SUMMER ST
TAYLOR ST
SCHOOL ST
ORANGE ST
BOND ST
BEACH ST
NEAL ST
CLIFFORD ST
BOWDOIN ST
STOWELL ST
GRAYHURST PARK
ALLEY
WEST ST
VAUGHAN ST
MARSHALL ST
CARLETON ST
HOULTON ST
BLYTHE CT
TROWBRIDGE PL
DEERINGS LN
DOUGLAS LN
MELLEN ST
MACMILLAN RD
BRAMHALL ST
BRAMHALL PL
HILLCREST ST
RUSSELL ST
ELLSWORTH ST
BEDFORD ST
PREBLE ST EXT

Docusign Envelope ID: D7E5C211-A903-4E05-B552-FAD3E71ECB3C

The following is a description of the boundary of Portland Downtown as of July 1, 2018:

Beginning at the intersection of the easterly side of State Street and the northerly side of Congress Street;

Thence easterly along the northerly side of Congress Street to the southwesterly side of High Street;

Thence northwesterly along the southwesterly side of High Street to the southerly side of Deering Street;

Thence northeasterly perpendicular to and crossing High Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the southeasterly side of Cumberland Avenue;

Thence northeasterly along the southeasterly side of Cumberland Avenue to the southwesterly side of Franklin Street;

Thence southeasterly along the southwesterly side of Franklin Street to the northwesterly side of Commercial Street;

Thence easterly and diagonally across Commercial Street to the intersection of the southeasterly side of Commercial Street with the northeasterly boundary line of the Maine State Pier;

Thence southwesterly along the southeasterly side of Commercial Street to its intersection with the northeasterly side of the road to Wright’s Wharf;

Thence northwesterly perpendicular to and crossing Commercial Street to the northwesterly side of Commercial Street;

Thence southwesterly along the northwesterly side of Commercial Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the northwesterly side of Spring Street;

Thence southwesterly along the northwesterly side of Spring Street to the northeasterly side of Park Street;

Docusign Envelope ID: D7E5C211-A903-4E05-B552-FAD3E71ECB3C

Thence northwesterly along the northeasterly side of Park Street to the southerly side of Congress Street;

Thence westerly along the southerly side of Congress Street to the easterly side of State Street;

Thence northerly along the easterly side of State Street to the northerly side of Congress Street and the Point of Beginning.

Meaning and intending to include all parcels fronting on the streets and contained within the perimeter of the figure as described.

All as shown on a map dated 6/18/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland's Assessor Office and the Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

EXHIBIT C

Portland Downtown FY2027 Budget

Income	
ASSESSMENT REVENUE	2,429,122.46
CONTRIBUTIONS INCOME	1,500.00
EVENT INCOME	
DOWNTOWN WORK APPR DAY (DWAD)	10,000.00
LIGHT UP YOUR HOLIDAY INCOME	
TREE LIGHTING SPONSORSHIPS	16,000.00
Total LIGHT UP YOUR HOLIDAY INCOME	**$16,000.00**
POLICE AWARDS BREAKFAST	8,500.00
Total EVENT INCOME	**$34,500.00**
INTEREST INCOME	3,600.00
MURAL INCOME	15,000.00
P&W INCOME	3,800.00
Total Income	**$2,487,522.46**
Expenses	
CLEAN INITIATIVES	
ALLEYWAY ACTIVATION EXPENSE	275.63
CLEAN & SAFE EXPERIENCE	5,292.00
FIXED FEE FOR DID ADMIN	23,400.00
PUBLIC ART	28,997.19
PUBLIC RESTROOM MAINTENANCE, ETC	36,750.00
REPAIRS & IMPROVEMENTS	5,490.45
PUBLIC WORKS SUPPLEMENTAL SERVICES CONTRACT	647,482.50
Total CLEAN INITIATIVES	**$ 747,687.77**
DAYS / EVENTS	**$ 25,075.00**
EMPLOYEE COSTS	**$ 546,018.97**
INSURANCE	**$ 5,775.00**
LIGHT UP YOUR HOLIDAY EXPENSES	**$ 34,400.00**
MARKETING	**$ 41,355.00**
OPERATIONS COSTS	**$ 61,552.00**
ORGANIZATIONAL ACTIVITIES	**$ 30,000.00**
PROFESSIONAL FEES	**$ 8,900.00**
PROGRAMS AND PARTNERSHIPS	
AMBASSADORS	775,842.63
BEHAVIORAL HEALTH	10,000.00
CAMERA PROGRAM	1,000.00
COMMONSPACE	5,000.00
MILESTONE HOMETEAM	10,000.00
WINTER LIGHTS	110,000.00
Total PROGRAMS AND PARTNERSHIPS	**$ 911,842.63**
RENT AND UTILITIES	**$ 19,166.09**
SPACE ACTIVATION	**$ 55,750.00**
Total Expenses	**$ 2,487,522.46**

EXHIBIT D

BASELINE CITY SERVICES

(To be provided City-wide by the City at no cost to Portland Downtown)

Capital Improvements and Maintenance

- Streetscape Amenity Maintenance - The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trash cans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. All repairs, etc., will take place within a reasonable time after notice of need.
- Sidewalks - To the extent it is funded, the City will undertake an on-going sidewalk maintenance program to repair existing sidewalks and replace bituminous repairs with permanent repairs.
- Lighting, maintenance, and replacement of all street lights and traffic signals and payment for necessary electrical energy.
- Parks, playgrounds, and trails.

Beautification

- Horticulture and tree care in parks, squares and streets.
    - In all public areas, the City will maintain and improve the condition of flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activities shall include the initial planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees.
- Green space maintenance.
    - The City shall maintain and mow all public grassed areas.
- Holiday Decorations. The City will install and remove downtown Holiday decorations throughout the District to include Holiday trees at Monument Square and City Hall Plaza, and provide for electrical energy related costs. This paragraph does not include installation or removal of, or any costs associated with, any of Pandora Lacasse's Winter Lights, which shall be installed and removed at Portland Downtown's sole expense.

Cleanliness

- Street sweeping - All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line on an as needed basis.
- Trash removal – Daily and when necessary emptying of all trash and recycling receptacles in the downtown improvement district zone and disposal of resulting waste.
- Street snow plowing and removal - The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.

- Graffiti removal on public property.
- Downtown Blitz - This is a two-week program for time duration. Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trash cans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each Spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

Safety

- Police protection.
    - A minimum of 4 uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
    - As long as the Community Policing Officer Program is in effect, at least one Community Police Officer will be assigned to the Downtown Improvement District area.
    - Holiday Patrol—from the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels.
- Fire protection.

EXHIBIT E

SUPPLEMENTAL DOWNTOWN DISTRICT SERVICES

(To be provided in the District by City at an annual fixed fee)

Cleanliness, Maintenance, Snow Removal

- Litter patrol, collection, and disposal on streets, sidewalks, tree wells and public areas within the District.
- Graffiti removal from City property within 5 days of notification.
- Removal of posters from PD poster boards.
- Check condition, catalog, and if necessary paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items:
    - Benches;
    - Trash/recycling receptacles;
    - Light pole bases; and,
    - Planters.
- Sidewalks will be cleaned on a daily basis, weather and season permitting.
- Sidewalk snow removal: All property owners in the District are responsible for maintaining their sidewalks and property in the winter pursuant to Portland City Code §§25-171 to 25-180. Following a snowstorm, the City will provide a clear walkway no less than the width of a sidewalk tractor's capability. To the extent reasonable, the City will clear the sidewalk area, but it is not the intent of the parties that the City will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed due to equipment capability, the City, in its discretion, may choose to delay clearing of the sidewalks but must complete the work within 24 hours of the storm being complete.
- Maintenance and cleaning of Visitor Information Booth in Tommy's Park at least once per month during season (May-October). "Quick response" repairs, such as missing bricks or landscaping damage shall be performed by City Downtown Staff as soon as possible.

Beautification

- In addition to horticultural obligations of the City under Exhibit D, the City shall plant flowers and other plants in all flower urns in the District, regularly remove weeds from tree wells, and improve and maintain the same. In performing such services, the City shall pay particular attention to Longfellow Square, Congress Square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, Lincoln Park, Pleasant Street Park, and Bell Buoy Park.

Events in the District

- Portland Downtown provides events as described in its Budget and Development Program attached as Exhibit C.
- In connection with these events, the City will provide, at no expense to Portland Downtown, the following:
    - Waived event permit fees.
    - "No Parking" signs, wooden barricades, recycling services.
    - Access to City electricity service in public spaces.
    - Police and Fire Department services for Portland Downtown's annual Tree Lighting event.
    - Support for the Monumental Market in Monument Square, Fridays, June - October, including but not limited permitting to allow vendors/growers to sell their wares in-line with all appropriate laws of Portland and Maine related to selling Maine-grown produce.
- Notwithstanding the above, Portland Downtown shall be required to comply with all Public Assembly Facilities Division permit requirements and shall be responsible for the City's costs of the following services at the City's standard rates:
    - Street closure expenses, including threat prevention;
    - Event personnel, including staff and managers;
    - Police and Fire personnel directly related to an event at no cost.
- The City will invoice Portland Downtown for all such services at its then current rates, and Portland Downtown shall pay the City all amounts due within 30 days after receipt of such invoices. Portland Downtown shall also be responsible for paying the City's Permitting and Inspections Department for any applicable fees associated with licenses required for its events, including, without limitation, licenses for temporary food service, street goods, and liquor.

Exhibit F

Public Works FY2027 Budget

Account Desc	Line	Item Req $	Qty	Detail Request	Line Total	Total
General Fund (100 & 107):						
Public Works	**Portland Downtown District 10031205**				**Org Total:**	**$692,212.00**
10031205 400110	**PDD Salaries & Wages**					**$528,944.00**
	10)	$528,944 YR	1.00	FY27-DR Salaries & Wages: a) FY27-DR Request: $528,944 b) FY27-DR FTE: 8.0	$528,944.00	
	20)	($51,139)	0.00	Per agreement with Downtown District, they agreed to pay 50% of Maintenance Worker 1 (MP) Classification FY25 New ItemOne Time Y This was moved to 10031205-398000 and can be removed for FY28. Salaries are presented gross and any reimbursements received are revenues. Budget Manager (3/25/26)	$0.00	
	30)	($69,514)	0.00	Per agreement with Downtown District, they agreed to pay 50% of PDD Foreperson (JC) Classification FY25 New ItemOne Time Y This was moved to 10031205-398000 and can be removed for FY28. Salaries are presented gross and any reimbursements received are revenues. Budget Manager (3/25/26)	$0.00	
10031205 400140	**PDD Overtime Payments**					**$91,298.00**
	10)	$47.80 HR	96.00	Vacation coverage: 1 employees * 12 days * 8 hours (Average rate of all 6 employees)	$4,588.79	
	20)	$47.80 HR	900	Winter PDD: 5 employees * 12 storms * 15 hours	$43,020.00	
	30)	$47.80 HR	640	Winter ballfields: 5 employees * 8 storms * 16 hours	$30,592.00	
	40)	$47.80 HR	64.00	Holiday light decorations 2 employees * 4 days * 8 hours	$3,059.20	
	50)	$47.80 HR	210	Other PDD functions: 5 employees * 6 hours * 7 events	$10,038.00	
	60)	$0.01	1.00	FY27 Rounding Classification FY25 New Item	$0.01	
10031205 400271	**PDD Wearing Apparel**					**$3,900.00**
	20)	$375 EACH	8.00	Contractual clothing Department group order (L&T and Supervisors Unit) winter & summer clothing	$3,000.00	
	30)	$100 EACH	8.00	Gloves/per'l protective equipment	$800.00	
	40)	$100 EACH	1.00	Temp uniform	$100.00	
10031205 400274	**PDD Cell Phone EE Reimb**					**$1,200.00**
	10)	$50.00 YR	12.00	PDD Supervisor (ML)	$600.00	
	20)	$50.00	12.00	PDD Foreperson (JC)	$600.00	
10031205 402000	**PDD Administrative Svcs**					**$400.00**
	10)	$200	1.00	APWA (ML)	$200.00	
	20)	$200 YR	1.00	Background checks	$200.00	
10031205 403510	**PDD Advertising**					**$100.00**
	10)	$100 YR	1.00	Ads for position openings	$100.00	

Account Desc	Line	Item Req $	Qty	Detail Request	Line Total	Total
10031205 403550	**PDD Lab & Medical Svcs**					**$250.00**
	10)	$250 YR	1.00	Pre-employment physicals, random drug testing	$250.00	
10031205 403560	**PDD Printing**					**$50.00**
	10)	$50.00 YR	1.00	Business cards	$50.00	
10031205 403570	**PDD Temporary Services**					**$39,440.00**
	10)	$39,440 YR	1.00	Temp Svcs: plus temp help (400130) Invoice description: Spring St / Street Cleanup	$39,440.00	
10031205 404016	**M&R Computer Software**					**$270.00**
	10)	$270 YR	1.00	FY27 Computer software	$270.00	
10031205 404020	**PDD M&R Other Equip**					**$300.00**
	10)	$300 YR	1.00	Small repair parts for power tools	$300.00	
10031205 404530	**PDD Office Equip Rental**					**$360.00**
	10)	$30.00 MO	12.00	Photocopier rental (Ricoh)	$360.00	
10031205 405510	**PDD Agricultural Supply**					**$400.00**
	10)	$400 YR	1.00	Loam, seed, and mulch	$400.00	
10031205 405520	**PDD Supplies-All Other**					**$12,850.00**
	20)	$600 YR	1.00	Chemical supplies (de-icing/graffiti removal)	$600.00	
	30)	$600 YR	1.00	Repair of trash barrels	$600.00	
	40)	$2,450 EACH	3.00	Replacement barrels	$7,350.00	
	50)	$500 YR	1.00	Miscellaneous: other supplies	$500.00	
	60)	$1,000 YR	1.00	Painting supplies Barrels, benches, poles	$1,000.00	
	70)	$2,500 YR	1.00	Replacement of holiday lights	$2,500.00	
	80)	$300 NOTE	1.00	Field Crew water	$300.00	
10031205 405530	**PDD Construction Supply**					**$1,000.00**
	10)	$1,000 YR	1.00	Lumber for bench repair, poster boards	$1,000.00	
10031205 405535	**PDD Cleaning Supplies**					**$1,000.00**
	10)	$1,000 YR	1.00	Cleaning supplies	$1,000.00	
10031205 405550	**PDD Medical Supplies**					**$450.00**
	10)	$200 YR	1.00	Mobile first aid kits	$200.00	
	20)	$250 YR	1.00	First aid cabinet supplies Cintas invoice description: 46 Spring Street (PDD)	$250.00	
10031205 405560	**PDD Minor Equipment**					**$2,600.00**
	10)	$800 YR	1.00	Miscellaneous hand tools (rakes, shovels, etc.)	$800.00	
	20)	$1,600 YR	1.00	Trash can liners: 1) 25 * 20 GAL * $30 =$750.00 2) 25 * 31 GAL * $34 = $850.00	$1,600.00	

Account Desc	Line	Item Req $	Qty	Detail Request	Line Total	Total
	30)	$200 YR	1.00	Structural steels (tree guards/benches)	$200.00	
10031205 405565	**PDD Computers & Tech**					**$4,800.00**
	10)	$2,400 YR	2.00	FY27 Laptops with Windows 10	$4,800.00	
10031205 405570	**PDD Office Supplies**					**$600.00**
	10)	$600 YR	1.00	General office supplies	$600.00	
10031205 405600	**PDD Minor Capital Items**					**$0.00**
	10)	$0.00 EACH	1.00	Sander attachment	$0.00	
10031205 406320	**PDD Electricity**					**$2,000.00**
	10)	$2,000 YR	1.00	CMP (3950-0003-015) 94 Free Street building (parking garage)	$2,000.00	

*	**Portland Downtown District 10031205 Org Total:**	**$692,212.00**
**	**PW Operations 3120 Division Total:**	**$692,212.00**
***	**Public Works 0100 31 Dept Total:**	**$692,212.00**
****	**General Fund (0100):**	**$692,212.00**
*****	**GF Total (100 & 107):**	**$692,212.00**
Report Total:		**$692,212.00**

MEMORANDUM
City Council Agenda Item

FROM: Ethan Hipple
Director of Parks
Recreation and Facilities

DATE: June 2, 2026

SUBJECT: Order 237-25/26 Appropriating Bond Proceeds for Riverton Pool Repairs - Sponsored by the Finance Committee, April Fournier, Chair

SPONSOR: April Fournier, Finance Committee Chair (3-0 Finance Committee vote to recommend item to City Council occurred on 5/14/26)

(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 6/1/2026 **Final Action 6/15/2026**

Can action be taken at a later date: Yes - If first reading is delayed to 6/15, Council would need to dispense with 2nd reading. (Waiting until July for final action would further delay project.)

Does this item involve a new contract with the City: Yes. This project will result in a future contract that will be awarded in compliance with the City's procurement rules. The future contract will be reviewed and approved by Corporation Counsel.

PRESENTATION: None

I. SUMMARY

Riverton Pool has been closed since April 2023 due to mechanical and structural failures and $1.6M of funding is needed to complete the work and reopen the facility

II. AGENDA DESCRIPTION

The Finance Committee voted on May 14, 2026 to recommend passage of this item, vote (3-0). Riverton Pool has been closed since April 2023 due to mechanical and structural failures. Completing the project will cost an additional $1.6M in funds. The Finance Committee supports this project at the estimated cost with the issuance of additional general obligation bonds.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Riverton Pool has been closed since April 2023 due to mechanical and structural failures. While Phase I (repairing the deep-end pool wall) is complete, the broader renovation has hit significant hurdles. Continuing the project will cost additional and significant funds. At a series of Finance Committees in May 2026, staff recommended that the Council consider allocating $1.6 million in the event the cost exceeds this estimate. The Finance Committee voted unanimously to support this project at the estimated cost with the issuance of additional general obligation bonds.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Approval of this item would commit the City to completion of the Riverton Pool project and restoration of this important community asset.

V. FINANCIAL IMPACT

Based on preliminary cost estimates and assumed bond financing, the additional funding needed for this project would add an estimated $145k in annual debt service to the City's operating budget, for 20 years, beginning in FY28. This impact is slightly less than 1 cent added to the mill rate annually (approximately ⅔ of a penny added to the mill rate for 20 years).

VI. STAFF ANALYSIS AND BACKGROUND

While the Riverton Pool reconstruction project has encountered significant and costly unforeseen challenges, the core structural and safety concerns have now been resolved. To complete the project and restore this important community asset, the City will need to commit up to an additional $1.6 million and determine a preferred funding strategy, with bonding offering the most expedient timeline. Staff sought official Committee guidance, via a formal vote of the Finance Committee on May 14th, on whether and how to proceed so that the project can move toward completion and the pool can reopen as soon as practicable. The Finance Committee deemed additional bonds to be the appropriate option, which requires a two read item for funding appropriation and bond authorization.

VII. RECOMMENDATION

Move passage

VIII. LIST ATTACHMENTS

1. Portland Riverton Pool Repair Project Appropriation Order (clean)(19583046.1)
2. Additional Capital Needs - Riverton Pool Memo

Prepared by:
Ethan Hipple
Director of Parks
Recreation and Facilities
Date: 06/02/2026

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 BOND PROCEEDS FOR RIVERTON POOL REPAIRS

IT IS HEREBY ORDERED THAT

1. Subject to paragraph 2 and 3 below, the sum of $1,600,000, plus the investment earnings and original issue premium, if any, associated with issuance of the City's general obligation bonds, be and hereby is appropriated to finance repairs to the Riverton Pool (the "Project").

2. The appropriation set forth in paragraph 1 is and shall be contingent upon the authorization and issuance of the City's general obligation bonds for the Project (the amount appropriated in said paragraph 1 to be adjusted to reflect the principal amount of bonds so authorized), and shall include issuance costs for such bonds (or notes in anticipation thereof). The foregoing appropriations, in addition to the stated amount, shall also include any investment earnings or original issue premium associated with such bonds (or notes in anticipation thereof).

3. If the actual cost of the Project repairs differs from the $1,600,000 estimated amount, whether due to completion, delay or abandonment of the Project or for any other reason, the Director of Finance is authorized, in his discretion upon consultation with the City Manager, to reallocate proceeds of the bonds issued therefore or the other funds appropriated therefore to any project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan.

#19583046v1

City of Portland | Parks, Recreation, and Facilities Department
Ethan Hipple, Director

To: Finance Committee
Councilor April Fournier, Chair

CC: Danielle P. West, City Manager
Dena Libner, Assistant City Manager
Brendan T. O'Connell, Finance Director

From: Ethan Hipple, Director, Parks, Recreation and Facilities Department

Date: May 14, 2026

Re: Status of Riverton Pool Reconstruction Project

MEETING DATE
Memo updated for May 14, 2026

AGENDA ITEM
Additional Capital Needs - Riverton Pool Reconstruction Project

PURPOSE
The memorandum informs the City Council of the status of the Riverton Pool Reconstruction Project, and seeks guidance on how to address project cost overruns resulting from unforeseen issues.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT
N/A

BACKGROUND/ANALYSIS

Timeline and Current Project Status
Riverton Pool has been closed since April 2023 due to mechanical and structural failures. While Phase I (repairing the deep-end pool wall) is complete, the broader renovation has hit significant hurdles.

- April 2023: The pool was closed following mechanical failures and significant structural issues.
- September 2023 – January 2024: A comprehensive structural assessment was performed on the Headwall Structure to determine the extent of rebar and concrete deterioration.
- March 2024: The Portland City Council officially approved funding for the pool repair project.
- April 2024 – October 2024: Design work commenced for the mechanical room. On-site work during this time focused on removing the gutter system, clearing loose concrete, and prepping the deep-end support wall for repair.
- Late 2024: Phase I was completed, successfully restoring the structural integrity of the deep-end pool wall and adding new steel framing for equipment access.
- February 2025: The City entered into a contract with Doten's Construction for Phase II.
    - Scope of Work: This phase was designed to include:

    - Installation of new filtration and pump systems.
    - Modification of the pool floor to reduce slope to meet state safety requirements.
    - Full replacement of the gutter system and wall tiling.
- July 2025: Concrete coring for diving platforms and gutter demolition were finalized.
- August – October 2025: Additional unforeseen structural issues were discovered, including collapsed and corroded deck drains, necessitating a scope expansion to replace the surrounding concrete slab.
- September 2025: A grounding dispute began when the contractor's electrician reported 82 rebar locations failed to show electrical continuity.
- November 25, 2025: The City formally issued a stop-work order to investigate the grounding safety concerns.
- March 2026: A "bonding verification" process was initiated, requiring the deconstruction of concrete to expose rebar for forensic testing.
- April 6, 2026: Final testing by specialized consultants proved the original grounding system was intact, confirming the project could safely proceed.

Next Steps

Continuing the project will cost additional and significant funds. The rough cost estimate at this time is $1.5 million. In the absence of a more detailed pre-bid estimate, staff recommend that the Council consider allocating $1.6 million in the event the cost exceeds this estimate.

If there is interest in continuing to pursue this project, the following options exist:

1. **Issue $1.6M in additional bonds to complete the project.** Staff recommend this approach, as it offers the fastest timeline for reopening the pool (remaining construction work is expected to take approximately eight months). Under this option, the pool could reopen as early as Spring of 2027. This option would add an estimated $145k in annual debt service to the City's operating budget, for 20 years, beginning in FY28.
2. **Reallocate funds from an existing CIP Project.** Staff do not recommend this option as it will defer and/or delay funding for at least one other much-needed project. However, if this option was pursued, we have identified C26129 Deering Oaks Pond Wall Reconstruction (balance of approximately $1.64M) which has previously been approved by the Council and has not yet been bid. If Option 2 was chosen and funding from this project was reallocated, the overall cost impact would likely be the same as #1. New bonds would be needed for the Deering Oaks Pond Wall Reconstruction project and obtaining these bonds would be the Department's #1 priority in next year's CIP. Option 2 would also cause significant concern from the Parks Commission, the Friends of Deering Oaks and supporters of Deering Oaks and City parks.

Total Approved Funding	$2,979,000	Combination of various approved CIP accounts and operating funds
Paid to Date	$1,513,000	Headwall complete, demolition complete, materials purchased

Remaining Funds	$1,466,000	These funds were encumbered to the existing contract which has been terminated
Additional Funds Required	$1,600,000	In addition to the $1,466,000 in-hand, the project requires an additional estimated $1,600,000 to complete.

FISCAL IMPACT
Based on preliminary cost estimates and assumed bond financing, the additional funding needed for this project would add an estimated $145k in annual debt service to the City's operating budget, for 20 years, beginning in **FY28** - so either option 1 or option 2 would have no significant impact to the ongoing FY27 budget process.

CONCLUSION(S)
While the Riverton Pool reconstruction project has encountered significant and costly unforeseen challenges, the core structural and safety concerns have now been resolved. To complete the project and restore this important community asset, the City will need to commit up to an additional $1.6 million and determine a preferred funding strategy, with bonding offering the most expedient timeline. Staff seek official Committee guidance, via a formal vote on May 14th, on whether and how to proceed so that the project can move toward completion and the pool can reopen as soon as practicable. If the Committee deems additional bonds to be the appropriate option, a two read item for a future City Council agenda will need to be prepared and a Public Hearing advertised.

PRIOR COMMITTEE REVIEW
N/A

PREPARED BY

Ethan Hipple
Director
Parks, Recreation, and Facilities Department

ATTACHMENTS
none

MEMORANDUM
City Council Agenda Item

FROM: Ethan Hipple
Director of Parks
Recreation and Facilities

DATE: June 2, 2026

SUBJECT: Order 238-25/26 Authorizing General Obligation Bonds to Finance Riverton Pool Repairs - Sponsored by the Finance Committee, April Fournier, Chair

SPONSOR: April Fournier, Finance Committee Chair (3-0 Finance Committee vote to recommend item to City Council occurred on 5/14/26)

(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 6/1/2026 **Final Action 6/15/2026**

Can action be taken at a later date: Yes - If first reading is delayed to 6/15, Council would need to dispense with 2nd reading.

Does this item involve a new contract with the City: Yes; this is a companion order to the bond appropriation order above.

PRESENTATION: None

I. SUMMARY

Riverton Pool has been closed since April 2023 due to mechanical and structural failures and $1.6M of funding is needed to complete the work and reopen the facility

II. AGENDA DESCRIPTION

The Finance Committee voted on May 14, 2026 to recommend passage of this item, vote (3-0). This is a companion order to the bond appropriation order above.

This item must be read on two separate days. It received its first reading on June 1. Seven affirmative votes are required for passage after public comment.

III. BACKGROUND

Riverton Pool has been closed since April 2023 due to mechanical and structural failures. While Phase I (repairing the deep-end pool wall) is complete, the broader renovation has hit significant hurdles. Continuing the project will cost additional and significant funds. At a series of Finance Committees in May 2026, staff recommended that the Council consider allocating $1.6 million in the event the cost exceeds this estimate. The Finance Committee voted unanimously to support this project at the estimated cost with the issuance of additional general obligation bonds.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Approval of this item would commit the City to completion of the Riverton Pool project and restoration of this important community asset.

V. FINANCIAL IMPACT

Based on preliminary cost estimates and assumed bond financing, the additional funding needed for this project would add an estimated $145k in annual debt service to the City's operating budget, for 20 years, beginning in

FY28. This impact is slightly less than 1 cent added to the mill rate annually (approximately ⅔ of a penny added to the mill rate for 20 years).

VI. STAFF ANALYSIS AND BACKGROUND

While the Riverton Pool reconstruction project has encountered significant and costly unforeseen challenges, the core structural and safety concerns have now been resolved. To complete the project and restore this important community asset, the City will need to commit up to an additional $1.6 million and determine a preferred funding strategy, with bonding offering the most expedient timeline. Staff sought official Committee guidance, via a formal vote of the Finance Committee on May 14th, on whether and how to proceed so that the project can move toward completion and the pool can reopen as soon as practicable. The Finance Committee deemed additional bonds to be the appropriate option, which requires a two read item for funding appropriation and bond authorization.

VII. RECOMMENDATION

Move passage

VIII. LIST ATTACHMENTS

1. Portland Riverton Pool Repairs - Bond Authorization Order (clean)(19583056.1)

Prepared by:
Ethan Hipple
Director of Parks
Recreation and Facilities
Date: 06/02/2026

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 AUTHORIZING GENERAL OBLIGATION BONDS
TO FINANCE RIVERTON POOL REPAIRS

FOLLOWING a public hearing of the City Council of the City of Portland, Maine, held upon due notice pursuant to Article VII, Section 11 of the City Charter, **IT IS HEREBY ORDERED THAT:**

There is hereby authorized and approved a borrowing by the City of Portland in the aggregate principal amount not to exceed One Million Six Hundred Thousand Dollars ($1,600,000), such borrowing to be evidenced by the City's general obligation bonds (the "Bonds") and temporary notes in anticipation thereof (the "Notes), to finance repairs to the Riverton Pool (the "Project").

BE IT FURTHER ORDERED:

1. That the Bonds and Notes shall be executed in the name of and on behalf of the City by the Director of Finance and the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, and shall bear the City seal thereon, attested by its Clerk.

2. That the City Council delegates to the Director of Finance the authority, in the name of and on behalf of the City of Portland, to prepare, issue, and sell such Bonds and Notes through a public offering (on a competitive or negotiated basis or a combination thereof) or a private placement, or a combination thereof, and such Bonds may be issued in serial form or as term bonds, or some combination thereof, may be issued as physical certificates or in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, and may issued at one time or from time to time, as one or more separate bond issues, all as the Director of Finance shall determine to be appropriate in his sole discretion.

3. That the City Council delegates to the Director of Finance the authority, in the name of and on behalf of the City, to establish, determine and approve the form, dates, maturities (not to exceed the maximum term permitted by law), denominations, interest rates, payment dates, provisions for early redemption, with or without a premium, and all other details, such establishment, determination and approval to be conclusively evidenced by the execution thereof.

4. That the City Council delegates to the Director of Finance the authority, in the name of and on behalf of the City, to do or cause to be done all such acts and things, including to select a financial advisor, underwriter, or paying agent/registrar for the Bonds and Notes, to approve, execute and deliver all contracts, loan agreements, investment agreements, tax compliance agreements or arbitrage certificates, closing certificates, instruments, Preliminary Official Statement, Official Statement or other offering document, a Letter of Representation necessary to qualify the Bonds or Notes for the Depository Trust Company Book-Entry Only System, continuing disclosure agreements, and such other documents,

agreements and closing certificates (the "Bond Documents"), as may be necessary or desirable, in connection with the financing of the Project, the offering, sale, issuance, and delivery of the Bonds and Notes, and the investment of the proceeds thereof, which Bond Documents may be in such form and contain such terms and provisions including, without limitation, the waiving of the City's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, which waiver of sovereign or governmental immunity is hereby authorized, confirmed and approved, and such other details as he shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

5. That if the Bonds or Notes, or any part of them, are issued on a tax-exempt basis, the City Council delegates to the Director of Finance the authority, in the name of and on behalf of the City, to covenant and certify that:

(A) No part of the Project shall be used directly or indirectly, in a manner that would cause the Bonds or Notes to be "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and that no part of the proceeds of the Bonds and Notes shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which or the investment yield on which would cause such Bonds or Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code; and

(B) The City will file any required reports and take any other action that may be necessary to insure that interest on the Bonds and Notes will remain exempt from federal income taxation, and that the City will refrain from any action that would cause interest on the Bonds or Notes to be subject to federal income taxation.

6. That the term "cost" or "costs" as used herein and applied to the Project, or any portion thereof, includes, but is not limited to (1) the cost to purchase, acquire, design, construct, renovate, improve, furnish and equip the Project, or any portion thereof; (2) the cost of land, easements and other real property interests, landscaping and site preparation, including demolition and environmental remediation work on any existing building or structure and on the property where the Project are located, utility extensions and site improvements, and all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (3) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Project; (4) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the issuance and delivery of the Bonds and Note; and (5) other costs of the Project ancillary or related to the foregoing costs.

7. That if the actual cost of the Project differs from the estimated cost whether due to completion, delay or abandonment of such Project or for any other reason, the Director of Finance is hereby authorized, in the name of and on behalf of the City, in his discretion upon consultation with the City Manager, to reallocate proceeds of the Bonds and Notes to any other project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan.

8. That if the Director of Finance, Mayor or Clerk are for any reason unavailable to approve and execute the Bonds or Notes or any other Bond Document necessary or convenient to the issuance, execution and delivery of the Bonds or Notes, the person or persons then acting in such capacity, whether on an interim or acting basis, as an assistant, a deputy, or otherwise, is authorized, in the name of and on behalf of the City, to act for such official with the same force and effect as if such official had performed such act.

9. That if any of the officers or officials of the City who have signed or sealed the Bonds or Notes shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or Notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or Notes had not ceased to be such officer or official; and also any such bonds or notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the City, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.

10. That to the extent not payable from other funds, an amount sufficient for the payment of the annual payments of principal and interest on the Bonds or any Notes issued hereunder shall be included in the tax levy of each year until the debt represented by said Bonds or Notes is extinguished.

11. That while any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the City Council delegates to the Director of Finance the authority, in the name of and on behalf of the City, to issue and deliver refunding bonds to refund, on either a current or advance refunding basis, some or all of the bonds then outstanding, and to establish, determine and approve the time of the sale, award and settlement of such refunding bonds, the form, date, maturities (not to exceed the maximum term permitted by law), denominations, interest rates, payment dates, and all other details of such refunding bonds, and to provide that any of such refunding bonds may be made subject to call for redemption, with or without premium, such establishment, determination and approval to be conclusively evidenced by his execution thereof, and to execute and deliver, in the name of and on behalf of the City, such additional Bond Documents as may be reasonable or necessary with respect to such refunding, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.

12. That the City may pay certain costs of the Project prior to the issuance of the Bonds and Notes (referred to as "original expenditures"); to that end, the City hereby declares its official intent to reimburse itself for such original expenditures from the proceeds of such bonds and notes, and this Resolution shall constitute the City's declaration of official intent pursuant to Treasury Regulation §1.150-2.

MEMORANDUM
City Council Agenda Item

FROM: Melissa Hue

DATE: June 2, 2026

SUBJECT: Order 239-25/26 Accepting and Appropriating an $8,000 Grant from the State of Maine Permanent Commission on Racial, Indigenous, and Tribal Populations - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle West, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 6/1/2026 **Final Action 6/15/2026**

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes, a contract will be forthcoming from the State of Maine Permanent Commission on Racial, Indigenous and Tribal populations to administer the funds. Upon receipt of the contract, Corporation Counsel will review to approve executing the contract.

PRESENTATION: Melissa Hue, 2 Minutes

I. SUMMARY

The Housing and Economic Development Department's Office of Economic Opportunity has been offered a grant from the State of Maine Permanent Commission on Racial, Indigenous and Tribal populations as part of their Intergenerational Community Building Grant in the amount of $8,000, with the primary goal to create a storytelling in data sharing through media that integrates elders and youth through perspective around how under-represented communities interface with human rights and civil rights.

II. AGENDA DESCRIPTION

City Council approval is requested to accept and appropriate a $8,000 grant from the State of Maine Permanent Commission on Racial, Indigenous and Tribal populations in the amount of $8,000, with the primary goal to build community between intergenerational populations. The insights gained will directly support the City of Portland's efforts to build a comprehensive community and incorporate the voices of marginalized elders and youth in the community. The program is supported by Portland Public Schools- Make it Happen Program, Casco Bay High School, and BIPOC elders through Maine Agency on Aging. This accounts for the needs and experiences of under-represented communities, building a place-based story telling that will enhance overall community resilience and understanding of lived history. The process will also bring together groups that typically do not work together, fostering new partnerships, collaboration, and a resilient Portland for everyone.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to accept and appropriate a $8,000 grant from the State of Maine Permanent Commission on Racial, Indigenous and Tribal populations.

V. FINANCIAL IMPACT

There will be no financial impact because this funding is a grant to the City of Portland from the State of Maine Permanent Commission on Racial, Indigenous and Tribal populations for this project.

VI. STAFF ANALYSIS AND BACKGROUND

See above.

VII. RECOMMENDATION

Staff recommends that the City Council accept and appropriate the $8,000 grant from the State of Maine Permanent Commission on Racial, Indigenous, and Tribal populations in support of the project.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating 8k Grant from the State re Permanent Commission on Racial, Indigenous, and Tribal Populations
2. Low Cost Contract w Commission 5-2026 (1) - Melissa Hue
3. Amendment - CT 90R 20260305000000001859 City of Portland-OEO_6.3.2026

Prepared by:
Melissa Hue
Date: 06/02/2026

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 AN $8,000 GRANT FROM THE STATE OF MAINE PERMANENT COMMISSION ON RACIAL, INDIGENOUS, AND TRIBAL POPULATIONS

ORDERED, that a grant in the amount of $8,000 from the State of Maine Permanent Commission on Racial Indigenous and Tribal Populations is hereby accepted and that amount appropriated to the Office of Economic Opportunity to implement The Memory Project, an intergenerational storytelling initiative; and

BE IT FURTHER ORDERED, that that the City Council hereby approves the grant agreement between the City of Portland and the State of Maine Permanent Commission on Racial Indigenous and Tribal Populations in substantially the form attached hereto and 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 and this order.

LOW COST SERVICE CONTRACT

DATE: 4/29/2026	CONTRACT AMOUNT: $ 8000.00
ADVANTAGE CONTRACT #: 20260305000000001859	
DEPARTMENT AGREEMENT #: N/A	
START DATE: 5/19/2026	END DATE: 12/30/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Permanent Commission on the Status of Racial, Indigenous and Tribal Populations		
ADDRESS: 126 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333
PROVIDER		
PROVIDER NAME: City of Portland, Office of Economic Opportunity		
ADDRESS: C/O Ali Chouhad, 39 Forrest Ave		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC2130607149		

Each signatory below represents that the person has the requisite authority to enter into this contract.

Department Representative:

BY: Signature **Aaron J. Hooks Wayman**

Operations Director

Provider Representative:

BY: Signature **Melissa Hue ~~Greg Watson~~ and Director of Economic Opportunity ~~Title~~**

Date 5/10/2026

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.

SCOPE OF WORK

INTRODUCTION/OVERVIEW:

The purpose of this contract is to support the Office of Economic Opportunity's implementation of The Memory Project, an intergenerational storytelling initiative that connects youth and elders through guided dialogue, reflection, and documentation focused on civil and human rights experiences.

This project advances the Permanent Commission's statutory mission to "promote, implement, and coordinate programs that incorporate the goal of eliminating disparities for historically disadvantaged racial, Indigenous, and tribal populations in the State" (5 M.R.S. §25001). Through facilitated conversations and collaborative storytelling between youth and elders, the program will strengthen cross-generational relationships, elevate lived experiences related to civil and human rights movements, and create shared opportunities for learning, reflection, and community dialogue.

The Provider shall:

1. Plan and coordinate the implementation of The Memory Project, including recruitment and engagement of youth and elder participants from local schools and community partners to participate in structured intergenerational storytelling activities.
2. Facilitate a series of guided training sessions, one-on-one dialogues, and reflection circles between participating youth and elders to support storytelling, active listening, and cross-generational exchange related to civil and human rights experiences.
3. Coordinate the documentation of participant conversations and reflections through recorded dialogues, transcripts, and other creative media, including the development of a short documentary-style video capturing the project's intergenerational exchange.
4. Support a community-facing event or public presentation to share project outcomes and stories with a broader audience and encourage community reflection on civil and human rights history and intergenerational learning.
5. Submit a final written report to the Permanent Commission summarizing project activities, participation, outcomes, and use of grant funds no later than December 15, 2026, or prior to submission of the final invoice.

CODING

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
$ 8,000	010	90R	3191	01	4099				2026

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.

NAME: Aaron J. Hooks Wayman, Operations Director		
EMAIL: aaron.wayman@maine.gov	TELEPHONE: 207-530-7750	
ADDRESS: 126 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04330

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: Aram Guptill		
EMAIL: guptilla@portlandmaine.gov	TELEPHONE: 207-619-4048	
ADDRESS: 39 Forest Ave		
CITY: Portland	STATE: ME	ZIP CODE: 04101

TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT**. Payment terms are net 30 days from the date the Department receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract number for this contract.**Invoices should be sent to OperationandFinance.PCRIT@maine.gov with all required information.**

2. **INDEPENDENT CAPACITY**. The Provider is an independent contractor for whom no Federal or State Income Tax will be withheld by the Department, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, or similar benefits available to State employees will accrue.

3. **STATE HELD HARMLESS**. The Provider will indemnify, defend, and save harmless the Department, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Contract by the Provider, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract. Nothing in this Contract shall be construed as a waiver of the privileges or immunities of the State, its governmental entities, or its employees.

4. **LIABILITY INSURANCE**. For the duration of this Contract, the Provider shall procure and maintain 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 the Provider and the Department from suits. **Prior to or upon execution of this Contract, the Provider shall furnish the Department with an acceptable "Certificate of Insurance" form.**

5. **TERMINATION.** This Contract may be terminated by the Department in whole, or in part, if the Department determines that such termination is in the best interest of the State. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under this Contract is terminated and the date on which such termination becomes effective. The Contract may be equitably adjusted to compensate for such termination, and modified accordingly.

6. **EMPLOYMENT AND PUBLIC ACCESS**. State of Maine contracts for services are subject to statutory conditions related to nondiscrimination in employment, 5 M.R.S. § 784, and access to

public records, 5 M.R.S. § 1816-A(4). The Provider has read and does agree to the terms of these conditions.

7. **ENTIRE CONTRACT**. This Contract constitutes the entire Contract of the parties, and neither party shall be bound by any statement or representation, oral or written, not contained herein. This Contract may only be modified by a written instrument signed by both parties.

8. **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 State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

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. **CYBERSECURITY AND PROHIBITED TECHNOLOGIES**. 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. is not a foreign adversary business entity, https://www.maine.gov/oit/prohibited-technologies, Title 5 MRSA §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 MRSA §2030-B.

   Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who knowingly signs 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, §2030-A).

11. **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.

12. **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.



CONTRACT AMENDMENT

DATE: 06/03/2026	AMENDMENT AMOUNT: $
ADVANTAGE CONTRACT #: 20260305000000001859	
DEPARTMENT AGREEMENT #: N/A	

This Contract Amendment is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Permanent Commission on the Status of Racial, Indigenous and Tribal Populations		
ADDRESS: 126 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333

PROVIDER		
PROVIDER NAME: City of Portland, Office of Economic Opportunity		
ADDRESS: 39 Forest Ave		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #:		

Each signatory below represents that the person has the requisite authority to enter into this contract amendment.

Department Representative:

BY: Signature **Aaron J. Hooks Wayman**

Operations Director

Provider Representative:

BY: Signature **Danielle West**

City Manager

The contract amendment 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 amendment.

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

☐	**Amended Period**	Original Start Date**:** Click or tap to enter a date.	Amendment Start Date**:**
		Current End Date**:** Click or tap to enter a date.	New End Date**:** Click or tap to enter a date.
		Reason**:**	
☐	**Amended Contract Amount**	Adjustment Amount: $	New Contract Amount: $
		Reason:	
☐	**Amended Scope of Work**	The Scope of Work in Rider A is amended as follows:	
X	**Other**	Describe the Changes: **This amendment incorporates Rider C into the contract and provides for execution by the City Manager. The scope of work and CT amount remain unchanged.**	

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

CODING

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
$ 8,000	010	90R	3191	01	4099				2026

Rider C - Exceptions

RIDER C
EXCEPTIONS

1. Insert the following language after the last sentence of Section 3 “STATE HELD HARMLESS” in the Terms and Conditions:

   The Provider’s obligations under this Contract are subject to and limited by the defenses, immunities, and limitations of liability available to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. and other applicable law.”

2. Replace Section 4 “LIABILITY INSURANCE” in the Terms and Conditions with the following language:

   “Provider is insured for general liability pursuant to the Maine Tort Claims Act through MMA’s risk pool, and has provided the Department with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this Section 4.”

3. Add the following language to Section 5 “TERMINATION:”

   “The Provider may terminate this Contract, 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 Department.”

4. If any disagreement is found between the Contract and this document, then this document shall govern; provided, however, that this document shall be construed to be supplemental to the Contract to the extent possible.

MEMORANDUM
City Council Agenda Item

FROM: Melissa Graffam

DATE: June 2, 2026

SUBJECT: Order 240-25/26 Accepting and Appropriating a $2,120,000 Federal Highway Administration Grant for the Safe Streets and Roads for All Improvements Along Brighton Avenue - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle West, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/1/2026 **Final Action 6/15/2026**

Can action be taken at a later date: No City Council approval is needed so the City can move forward with the Brighton Avenue Safety Demonstration Project in accordance with the federal Safe Streets and Roads for All grant. Timely authorization is necessary to maintain the project schedule for consultant procurement, complete pre-NEPA and preliminary design, begin implementation, and satisfy the grant schedule and federal requirements tied to funding.

Does this item involve a new contract with the City: Yes

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to authorize the City to proceed with the Brighton Avenue Safety Demonstration Project, a federally funded Safe Streets and Roads for All project that will perform public engagement, design, install, evaluate, and document safety improvements along approximately one mile of Brighton Avenue from City Hospital Drive to Wayside Road.

II. AGENDA DESCRIPTION

The Brighton Avenue Safety Demonstration Project is funded through the Federal Highway Administration's Safe Streets and Roads for All program. The project will implement data-driven safety improvements along the Brighton Avenue corridor to inform future capital infrastructure investments. Planned work includes consultant-led design, public outreach, preliminary and final design, installation of safety treatments, monitoring, and evaluation.

Potential treatments include roadway reconfiguration, delineators, pavement marking changes, pedestrian crossing improvements, lighting enhancements, and vehicle speed feedback signage.

The project is intended to reduce vehicle speeds, improve pedestrian crossing behavior, and identify the most effective treatments for potential long-term implementation.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Brighton Avenue has been identified as a critical safety corridor and is part of the region's high-injury and high-risk networks. It serves as an important commuter and local access route,

connecting communities to the west with Portland's neighborhoods, universities, hospitals, and downtown. Through the SS4A program, the City has secured funding to advance a demonstration project on the corridor between City Hospital Drive and Wayside Road. The project is structured in phases. The base phase includes consultant procurement, data collection, public outreach, alternatives development, and preliminary design. Subsequent phases include final design, environmental review and related approvals, construction and implementation of the treatments, post-installation monitoring, and final reporting. The project is intended to test proven safety countermeasures in real-world conditions and use the findings to inform future permanent capital improvements on the corridor.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This project is intended to improve safety for all users of Brighton Avenue by reducing speeding, improving pedestrian visibility and crossings, and piloting cost-effective safety treatments in a way that is measurable. The project advances the City's transportation safety goals and supports the broader Vision Zero Greater Portland effort by using a data-driven approach to address a known high-risk corridor.

V. FINANCIAL IMPACT

The total estimated project cost is $2,650,000. Of that amount, $2,120,000 is expected to be funded through the federal SS4A grant and $530,000 is the required local match. The local match will come a variety of City funds such as the Vision Zero and Arterial Crossings accounts. A fiscal impact note is attached with this agenda request.

VI. STAFF ANALYSIS AND BACKGROUND

Brighton Avenue is classified as a principal arterial and serves as a major east-west corridor within the City, connecting the interstate system and surrounding communities, including Westbrook and Gorham, to Portland's employment centers, medical facilities, schools, and downtown. The corridor carries a high volume of daily traffic and supports a mix of users, including vehicles, pedestrians, transit riders, and bicyclists.

This segment of Brighton Avenue has been identified through regional planning efforts, including Vision Zero Greater Portland, as part of the high-injury and high-risk network. The corridor experiences recurring safety concerns related to vehicle speeds, turning movements, and pedestrian crossings, particularly at key intersections such as Wayside Road, Capisic Street, and City Hospital Drive. Existing roadway geometry, crossing distances, and lighting conditions contribute to these challenges.

Without targeted improvements, these safety concerns are expected to persist as traffic volumes and corridor demand continue to increase. The project will allow the City to advance design and implementation of safety improvements informed by data collection, engineering analysis, and public input. The resulting work will help prioritize and refine future capital investments along Brighton Avenue and similar arterial corridors citywide.

VII. RECOMMENDATION

The Department of Public Works recommends City Council approve the requested action so the City may sign the grant agreement and proceed with the Brighton Avenue Safety Demonstration Project and maintain the schedule required under the Safe Streets and Roads for All grant program.

VIII. LIST ATTACHMENTS

1. Order - FHWA Grant re Brighton Ave
2. Attachment A - City of Portland SS4A FY25 Draft Grant Agreement - Final Draft (Clean)
3. Attachment B - Brighton Avenue Safety Demonstration Project Site Location Map
4. Attachment C - Brighton Avenue SS4A - Fiscal Impact Note

Prepared by:
Melissa Graffam
Date: 06/02/2026

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 $2,120,000 FEDERAL HIGHWAY ADMINISTRATION GRANT FOR THE SAFE STREETS AND ROADS FOR ALL IMPROVEMENTS ALONG BRIGHTON AVENUE

ORDERED, that funding in the amount of $2,120,000 from the Federal Highway Administration is hereby accepted and that amount appropriated to the Department of Public Works for the Safe Streets and Roads for All improvements along Brighton Avenue; and

BE IT FURTHER ORDERED, that the City Council hereby approves the agreement between the City of Portland and the Federal Highway Administration in substantially the form attached hereto and 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 and this order.

1. Federal Award No.

2. Effective Date

See No. 15 Below

3. Assistance Listings No.

20.939

4. Award To

City of Portland, Maine
389 Congress St.
Portland, Maine 04101

Unique Entity Id.: ILZKCFAJXBAC8
TIN No.: 01-6000032

5. Sponsoring Office

U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop W56-485
Washington, DC 20590

6. Period of Performance

Effective Date of Award – 30 months

7. Total Amount

Federal Share:	$ 2,120,000
Recipient Share:	$ 530,000
Other Federal Funds:	$ 0
Other Funds:	$ 0
Total:	**$ 2,650,000**

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.

[insert PR Number]

11. Federal Funds Obligated

Base Phase – Pre-NEPA: **$ 350,000**

12. Submit Payment Requests To

See Article 5.

13. Description of the Project

This award will be used by City of Portland to design, implement, evaluate, and document a four-to-six-month demonstration of Proven Safety Countermeasures along approximately one mile of Brighton Avenue including 15 intersections, in Portland, Maine. Work includes conceptual design, pavement surface leveling to allow for quick-build installation (including, but not limited to restriping, center turn lane, delineators, lighting, pedestrian crossing improvements, vehicle speed feedback signs), a public education campaign, pre and post multimodal counts and speed studies, and a findings report to inform Vision Zero Greater Portland and future capital investments.

RECIPIENT

14. Signature of Person Authorized to Sign

_____

Signature Date

Name: Danielle West

Title: Portland City Manager

FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Agreement Officer

_____

Signature Date

Name:

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Portland, Maine (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Brighton Avenue Safety Demonstration Project.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2025 Safe Streets and Roads for All ("SS4A") Grant Program," dated January 22, 2026 which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2025." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Brighton Avenue Safety Demonstration Project

Application Date: June 25, 2025

2.2 Award Amount.

SS4A Grant Amount: $ 2,120,000

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase of Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Base Phase – Preliminary Design / Pre-NEPA: To include – securing a consultant for design and implementation, data collection, development and delivery of public outreach and educational program and materials, identification of conceptual design alternatives, and the preliminary design of preferred alternatives.	$ 350,000	

Obligation Condition Table		
Phase of Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Phase 1 - Final Design: To include – finalization and delivery of public outreach and education programs, selection of preferred alternatives for the corridor and up to 15 intersections (approximately 1 mile), data collection and reporting as well as performance measurements, final design of each preferred alternative, development of project costs and specifications, right-of-way, utilities, and NEPA Certification.	$ 150,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation or Demonstration Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase of Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Phase 2 – Construction: To include – procurement of a contractor, data collection and analysis, public education and engagement, construction, monitoring and maintenance, removal of treatments if necessary, and final reporting for the grant.	$ 1,670,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project or Demonstration Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Effective Date of Award – June 30, 2027

Phase 1 Budget Period: [Reserved]

Phase 2 Budget Period: [Reserved]

2.5 Grant Designation.

Designation: Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Narrative: This award is for a demonstration activity project.

The Brighton Avenue Safety Demonstration Project will test significant and immediate safety improvements for all roadway users on a critical transportation corridor in the City of Portland, Maine. Brighton Avenue is part of the National Highway System (NHS) as an Other Principal Arterial and serves as a major commuter route for motorists and transit users, linking the interstate highway system and communities to the west, including the rapidly growing cities of Westbrook and Gorham, to Portland's universities, hospitals, and downtown. It has been identified as a critical safety corridor by the region's Metropolitan Planning Agency in their 2023 Action Plan, Vision Zero Greater Portland: A Safe System Approach, and is part of the region's high injury and high-risk networks. The Brighton Avenue Safety Demonstration Project will pilot proven safety countermeasures identified in Vision Zero Greater Portland on an approximately one-mile stretch of the street, assess their efficacy, and summarize findings in a stand-alone document that will inform future capital investment and updates to the region's Action Plan.

The project will implement regionally identified quick-build, high-yield, low-cost interventions such as roadway reconfiguration, curb adjustments, delineators, planters, lighting, and vehicle feedback signs along the Brighton Avenue corridor between City Hospital Drive and Wayside Road. The project will include pavement surface leveling to ensure visibility and adhesion of pilot elements, including green conflict markings for bicyclists through intersections. Where known speeding issues exist at Wayside Road, Capisic Street, and City Hospital Drive, speed feedback signage may be installed. Lighting may also be improved throughout the corridor, with both high-level and pedestrian scale fixtures to ensure clear views of pedestrian crossings at night. Where feasible, existing structures (such as light poles or utility poles) will be modified to incorporate lighting to reduce costs and expedite installation. At intersections, a combination of delineators and paint will be used to slow turning movements, prohibit unsafe turning movements, close slip lanes, reduce crossing distances, introduce pedestrian refuge islands, and enhance crosswalk visibility. The City will pair these physical interventions with education targeted particularly toward children and older adults in the project area.

The project will be completed in three phases.

Base Phase - Pre-NEPA:

The Base Phase – Preliminary Design / Pre-NEPA: Focuses on establishing a data-driven foundation for the Brighton Avenue Safety Demonstration Project by securing a qualified consultant to manage design and implementation. This phase begins with a comprehensive data collection effort that includes analyzing pedestrian crossing behaviors and pedestrian crossing-motorist conflict analysis, speed profiles, and infrastructure conditions at critical locations such as school access points and commercial intersections. A key component is the development of a public outreach and educational program to ensure that the needs and desires of all corridor users are integrated into the process. Based on this analysis, the

consultant will identify up to three conceptual design alternatives at key locations determined as part of this process, ranging from "quick-build" tactical treatments like flex posts and paint to more permanent capital improvements. Ultimately, this phase culminates in the selection and preliminary design of preferred alternatives that leverage new technologies to address identified safety challenges effectively.

Option Phase 1- Final Design, Right-of-Way, Utility Relocation and NEPA Certification:

Building upon the preliminary groundwork, Phase 1: Final Design focuses on translating selected concepts into actionable construction plans for the Brighton Avenue corridor. This phase involves the finalization and delivery of public outreach and education programs to ensure community alignment and project transparency. The core of this phase is the final design of the preferred safety alternatives for the corridor and up to 15 key intersections, such as City Hospital Drive, Warwick/Rowe, and Essex Street, covering approximately one mile. Each preferred alternative undergoes a final design process, incorporating detailed project costs and specifications, while concurrently addressing right-of-way requirements, utility coordination, and securing NEPA Certification. By advancing these tailored strategies—ranging from "quick-build" tactical treatments to permanent capital improvements—the project moves toward a data-driven implementation that directly addresses vehicle speeds and active transportation safety along this critical transit route. Performance measurements will be completed and any other data needed to inform the final design will be collected.

Option Phase 2 - Construction:

Construction represents the implementation and evaluation stage of the Brighton Avenue Safety Demonstration Project, where the data-driven strategies developed in earlier phases are put into action. This phase begins with the procurement of a qualified contractor to execute the chosen safety interventions, which may range from "quick-build" tactical treatments like flex posts and paint to more permanent capital improvements. Throughout the construction process, the project will maintain a strong emphasis on public education and engagement to keep the community informed and gather feedback on the new corridor features. Following installation, a data collection and analysis period is conducted to monitor the effectiveness of the treatments in reducing vehicle speeds and improving active transportation and safety. This phase also includes provisions for ongoing monitoring and maintenance and, if the data indicates a treatment is not performing as intended, the adjustment or potential removal of those specific interventions. The phase concludes with comprehensive final reporting for the grant, documenting the project's adherence to a non-prescriptive approach and its success in addressing identified safety challenges along the Brighton Avenue corridor.

3.2 Project's Estimated Schedule.

Demonstration Activity Schedule (Construction)

Milestone	Schedule Date
Planned NEPA Completion Date:	March 1, 2027
Planned Construction Substantial Completion and Open to Public Use Date:	July 15, 2027
Planned SS4A Final Report Date:	June 30, 2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$ 2,120,000
Other Federal Funds:	$ 0
State Funds:	$ 0
Local Funds:	$ 530,000
In-Kind Match:	$ 0
Other Funds:	$ 0
Total Eligible Project Cost:	**$ 2,650,000**

(b) Cost Classification Table

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	$ 500,000	$ 0	**$ 500,000**
Construction	$2,150,000	$ 0	**$2,150,000**
Project Total	**$ 2,650,000**	**$ 0**	**$ 2,650,000**

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
CONTACT INFORMATION

4.1 Recipient Contact(s).

Lauren Andersen
Senior Engineer
City of Portland, Maine
212 Canco Road, Portland, ME 04103
207-874-8844
landersen@portlandmaine.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Lauren Andersen 207-874-8844 landersen@portlandmaine.gov	Senior Engineer
Danielle West 207-874-8429 dwest@portlandmaine.gov	City Manager
Daniel Marquis 207-874-8809 dmarquis@portlandmaine.gov	Financial Administrator

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)

Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Hank Rettinger
Division Administrator - Maine
FHWA – Maine Division
Agreement Officer's Representative (AOR)
40 Western Ave., Suite 614
Augusta, ME 04330
(207) 622-8350
Maine.FHWA@dot.gov

and

Patrick Adams
Maine Division Office Lead Point of Contact
Maine Division Office
Safety and Operations Specialist
40 Western Ave., Suite 614
Augusta, ME 04330
(207) 512-4919 [desk]
(207) 816-2482 [cell]
Patrick.Adams@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

6.5 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

6.6 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.7 The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.

6.8 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Brighton Avenue from City Hospital Drive to Wayside Road (includes ~15 intersections), Portland, Maine

Baseline Measurement Date: May 15, 2027

Baseline Report Date: July 15, 2027

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Scope: None

Schedule: The only notable change is we hope to start Conceptual Design in Summer 2026 instead of Fall 2026. This will allow final design to be completed early Spring 2027 and installation in Summer 2027. This matches our rough schedule but moves up the conceptual design to Summer instead of Fall 2027. The rest of the timeline reflects our goals.

Budget: None

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4A Funds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
X	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including union participation or project labor agreements which promote cost-effectiveness and open competition. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

To ensure the Brighton Avenue Safety Demonstration Project is deeply rooted in supporting good paying jobs and strong labor standards, the City of Portland will comply with Federal and State requirements such as the Davis Bacon Laws. In addition, our contract requires a certain percentage of apprenticeships on the project. Both of these laws require fair pay and utilization of an apprenticeship program on the project. These are standard requirements as part of our contract and will be enforced to ensure the project creates good-paying jobs and allows for strong labor standards.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

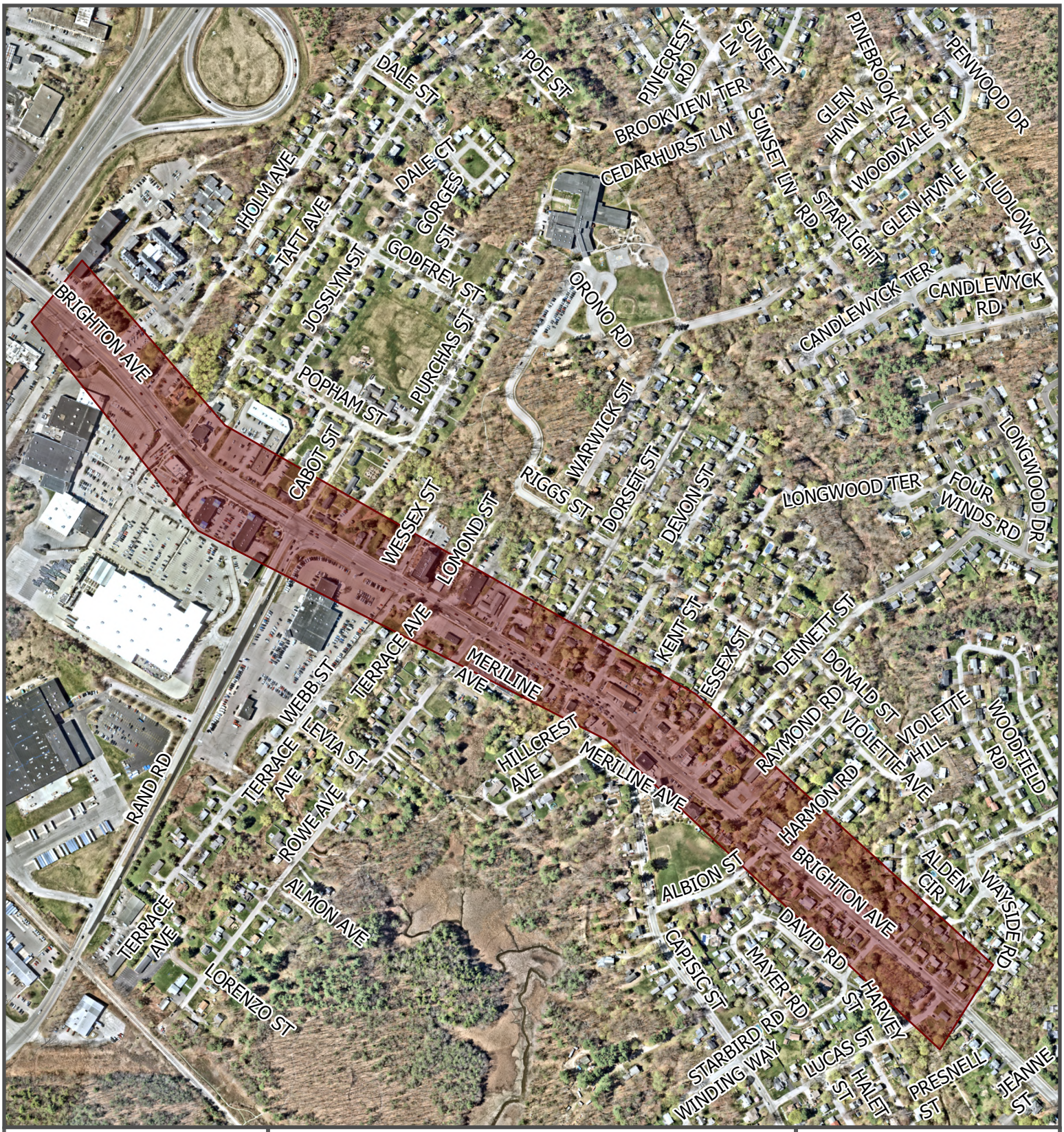
1. Efforts to Strengthen the Security and Resilience of Critical Infrastructure Against Both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
X	Not applicable. Grant does not require the purchase of information technology or operational technology.

2. Supporting Narrative.

None.



CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD STE B
PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852

Brighton Avenue Safety Demonstration Project

N

APRIL 2026

DRAWN BY: TSY

0 250 500 1,000 Ft

FISCAL IMPACT NOTE New Program Cost Data:	Year 1 City Rate	Year 1 City / Sch Combined Rate	Year 2 City Rate	Year 2 City / Sch Combined Rate	Year 3 City Rate	Year 3 City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDUTURES		$0		$39,750		$39,750
LESS: TOTAL NEW ITEM ANNUAL REVENUES		$0		$0		$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	$0	$0	$39,750	$39,750	$39,750	$39,750
New Program Impact to the Mil Rate	$0.0000	$0.0000	$0.0050	$0.0050	$0.0050	$0.0050
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0444%	0.0224%	0.0444%	0.0224%
Mil Rate Inlcuding New Program	*$11.3400*	*$22.4800*	*$11.3450*	*$22.4850*	*$11.3450*	*$22.4850*

Notes: The CIP impact will begin in 2027 and remain for the 20 year life of the bond.

MEMORANDUM
City Council Agenda Item

FROM: Ethan Hipple

DATE: June 2, 2026

SUBJECT: Order 241-25/26 Accepting and Appropriating a $90,000 Donation from the Portland Parks Conservancy for Traffic Calming in Payson Park - Sponsored by Danielle P. West, City Manager

SPONSOR: Sponsored by Danielle P. 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 6/1/2026 **Final Action 6/15/2026**

Can action be taken at a later date: Yes

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

PRESENTATION: Ethan Hipple- Available for questions

I. SUMMARY

This order would accept and appropriate a $90,000 donation from the Portland Parks Conservancy—funded by the 2025 Back Cove Music and Arts Festival—to implement traffic calming improvements in Payson Park.

II. AGENDA DESCRIPTION

If approved, this order would accept and appropriate a $90,000 donation from the Portland Parks Conservancy for traffic-calming efforts in Payson Park.

This funding launches a pilot program closing small sections of road within the park to vehicles, and adding raised speed tables with crosswalks, bike lanes, and parking. The project is based on road usage data and traffic speeds collected by engineers at the Department of Public Works. Because this is a pilot, community feedback will be sought and more data will be collected once all the calming measures are in place.

These funds represent a donation via the 2025 Back Cove Music and Arts Festival for improvements to Payson Park, per the terms of the Festival's agreement with the City. The Conservancy has been holding funds until work was ready to proceed.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This donation will help improve traffic safety in Payson Park.

V. FINANCIAL IMPACT

This donation covers the cost of traffic calming efforts in Payson Park.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Staff recommends acceptance of this gift as it funds an important initiative that helps the City reach its goals for Vision Zero.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a $90k Donation from Portland Parks Conservancy for Payson Park

Prepared by:
Ethan Hipple
Date: 06/02/2026

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 $90,000 DONATION FROM THE PORTLAND PARKS CONSERVANCY FOR TRAFFIC CALMING EFFORTS IN PAYSON PARK

ORDERED, that a donation of $90,000 from the Portland Parks Conservancy is hereby accepted and appropriated to the Parks, Recreation and Facilities Department for traffic calming efforts in Payson Park; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary or convenient to effect the intent and purpose of this Order.

MEMORANDUM
City Council Agenda Item

FROM: Ethan Hipple

DATE: June 2, 2026

SUBJECT: Order 242-25/26 Accepting and Appropriating a $21,664.20 Donation from the Portland Parks Conservancy for the Portland Youth Corps - Sponsored by Danielle P. West, City Manager

SPONSOR: Accepting and Appropriating $XXXX from Portland Parks Conservancy for Portland Youth Corps

(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 6/1/2026 **Final Action 6/15/2026**

Can action be taken at a later date: Yes

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

PRESENTATION: Ethan Hipple- Available for questions

I. SUMMARY

This order would accept and appropriate a $21,664.24 donation from the Portland Parks Conservancy to fund supplies, trips, and coordinator costs for the fifth year of the Portland Youth Corps, a City-run youth environmental stewardship and service program.

II. AGENDA DESCRIPTION

If approved, this order would accept and appropriate a donation of $21,664.24 from the Portland Parks Conservancy for the Portland Youth Corps, a City-run program that promotes personal and professional growth through community service, environmental stewardship, and hands-on conservation opportunities within Portland's parks and green spaces. This is the fifth year this grant has been given.

The program is run by City staff and engages young people of diverse backgrounds in hands-on service projects such as habitat restoration, tree planting, trail construction, and other outdoor work. Corps members receive a stipend for participation. The program runs during the Spring, Summer, and Fall seasons. Over 50 young people take part annually. This donation from the Portland Parks Conservancy covers the cost of supplies, trips and miscellaneous expenses, as well as a portion of the Environmental Steward who assists in coordinating the program.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Portland Youth Corps has recently started its sixth year of operation, thanks to the generous donations from the Parks Conservancy.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This donation covers the operating expenses of the program.

V. FINANCIAL IMPACT

This donation reduces the cost of a Maine Conservation Corps Environmental Steward, paid by the City of Portland.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Staff recommends acceptance of this gift as it allows a valuable community program to continue.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a $21,664.24 Donation from Portland Parks Conservancy for PYC

Prepared by:
Ethan Hipple
Date: 06/02/2026

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 $21,664.24 DONATION FROM THE PORTLAND PARKS CONSERVANCY FOR THE PORTLAND YOUTH CORPS

ORDERED, that a donation of $21,664.24 from the Portland Parks Conservancy is hereby accepted and appropriated to the Portland Youth Corps, a collaborative program of the Parks, Recreation and Facilities Department; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary or convenient to effect the intent and purpose of this Order.

MEMORANDUM
City Council Agenda Item

FROM: Ethan Hipple

DATE: June 2, 2026

SUBJECT: Order 243-25/26 Accepting and Appropriating $20,895 from the Portland Parks Conservancy for Improvements to North Deering Park - Sponsored by Danielle P. West, City Manager

SPONSOR: Sponsored by Danielle P. 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 6/1/2026 **Final Action 6/15/2026**

Can action be taken at a later date: Yes

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

PRESENTATION: Ethan Hipple is available for questions

I. SUMMARY

This order would accept and appropriate a $20,895 donation from the Portland Parks Conservancy to fund upgrades in North Deering Park, including new and improved trails, signage, and parking lot improvements.

II. AGENDA DESCRIPTION

If approved, this order would accept and appropriate a donation of $20,895 from the Portland Parks Conservancy for improvements to North Deering Park. The Conservancy supported the fundraising campaign to acquire North Deering Park in 2023, previously privately owned and known as Haverty Field. Since then, the Conservancy has been focused on upgrades in Portland's newest park, including new trails, improved trails, new signage and parking lot improvements.

This item must be read on two separate days. It received its first reading on June 1. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The North Deering neighborhood features few alternative park amenities, and its acquisition has improved Portland's ParkServe score from 95 to 98 (representing the percentage of residents who live within a 10-minute walk of a park).

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This donation covers improvements in North Deering Park.

V. FINANCIAL IMPACT

This donation reduces the cost of improving North Deering Park.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Staff recommends acceptance of this gift as it has facilitated important improvements to Portland's newest park.

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a $20,895 Donation from Portland Parks Conservancy for North Deering Park

Prepared by:
Ethan Hipple
Date: 06/02/2026

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 $20,895.00 DONATION FROM THE PORTLAND PARKS CONSERVANCY FOR IMPROVEMENTS TO NORTH DEERING PARK

ORDERED, that a donation of $20,895.00 from the Portland Parks Conservancy is hereby accepted and appropriated to the Parks, Recreation and Facilities Department for improvements to North Deering Park; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary or convenient to effect the intent and purpose of this Order.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 21, 2026

SUBJECT: Order 249-25/26 Approving the Second Amendment to Employment Agreement Between the City of Portland and Danielle P. West - Sponsored by Mark Dion, Mayor

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 order approves an extension to the Employment Agreement between the City of Portland and Danielle P. West, City Manager to expire on July 31, 2026.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Approving Amendment to City Manager Contract

Prepared by:
Date: 05/21/2026

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 SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PORTLAND AND DANIELLE P. WEST

ORDERED, that the Second Amendment to Employment Agreement between the City of Portland and Danielle P. West is hereby approved; and

BE IT FURTHER ORDERED, the Mayor is hereby authorized to execute said amendment in substantially the form attached hereto.

SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
CITY OF PORTLAND
AND
DANIELLE P. WEST

THIS SECOND AMENDMENT is made as of the ____ day of June, 2026 to the EMPLOYMENT AGREEMENT dated May 15, 2023, as amended, by and between the CITY OF PORTLAND, a body politic and corporate, located in Cumberland County and State of Maine, (hereinafter the "City"), and DANIELLE P. WEST, an individual with a mailing address of 172 Falmouth Street #206, Portland, Maine 04102 (hereinafter the "City Manager").

W I T N E S S E T H:

WHEREAS, the City and the City Manager entered into an Employment Agreement dated May 15, 2023, as amended by a First Amendment dated May 14, 2026 (collectively, the "Agreement"); and WHEREAS, the term of the Agreement expires on June 30, 2026; and

WHEREAS, the parties are in the process of negotiating revised terms and conditions to include in an amendment Agreement, including an extension of the term of the Agreement; and

WHEREAS, the parties are concerned that they will not reach a final agreement on the amended terms and conditions before the Agreement expires on June 30, 2026; and

WHEREAS, the parties have agreed to a brief extension of the term of the Agreement to allow time to complete their negotiations before the Agreement expires.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Unless otherwise specified, capitalized terms used herein shall have the same meanings assigned to them in the Agreement.

2. The term of the Agreement, which, pursuant to Subsection 1(B) of the Agreement expires June 30, 2026, is hereby extended until July 31, 2026 (the "Extension Period").

3. Notwithstanding anything to the contrary in section 8 of the Agreement, at the commencement of the Extension Period, the City Manager will be awarded 2 vacation days, representing a prorated portion of the annual award of 25 vacation days.

4. Notwithstanding anything to the contrary in sections 2 or 11 of the Agreement, the City Manager's compensation and retirement contributions shall continue at the rates outlined

for the third Contract Year during the Extension Period, without any additional raises or cost of living adjustments.

5. Any and all terms of the Agreement not herein amended shall remain in full force and effect for the duration of the Agreement as amended hereby and are hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Amendment to be signed and sealed by Mark Dion, its Mayor, thereunto duly authorized, and Danielle P. West has signed and sealed this Agreement as of the day and year first above written.

WITNESS:

_____ By: _____
Danielle P. West

WITNESS: **CITY OF PORTLAND**

_____ By:_____
Mark Dion
Its Mayor

Approved as to form: Approved as to budget:

_____ _____
City Corporation Counsel's Office Finance Director

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 28, 2026

SUBJECT: Order 250-25/26 Naming the New Waterfront Community Park on the Eastern Waterfront as First Light Commons - Sponsored by Sustainability & Transportation Committee, Regina Phillips, Chair

SPONSOR: City Councilor Regina Phillips, Sustainability & Transportation Committee, Chair; and City Councilor Sarah Michniewicz, Naming Committee 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 **Final Action**

Can action be taken at a later date: No No, the new name needs to be approved in order to finalize materials as the park is currently under construction.

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

In accordance with the ordinance for the naming of City assets, and at the request of the City Manager, Mayor Dion convened a Naming Committee to initiate the naming process for the city's new waterfront community park (temporarily referred to as Portland Harbor Common). The Sustainability & Transportation Committee voted on May 13, 2026 to recommend "First Light Commons" as the park's new official name.

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

There is no additional fiscal impact as this is included in the park's construction budget.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

To approve First Light Commons as the name of the new waterfront community park.

VIII. LIST ATTACHMENTS

1. Order - Naming the New Waterfront Community Park First Light Commons
2. Naming Committee Recommendations for Community Park S&T Memo
3. Naming Committee Narrative for New Community Park
4. 2026.06.15 Public Comment - Order 250

Prepared by:
Date: 05/28/2026

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 NAMING THE NEW WATERFRONT COMMUNITY PARK ON THE EASTERN WATERFRONT AS FIRST LIGHT COMMONS

ORDERED, that the city's new community park on the eastern waterfront, temporarily referred to as Portland Harbor Common, is hereby named First Light Commons, that evokes a public place in which all are welcome to gather and honors the historical and cultural significance of the Wabanaki and African American communities in this area.

City of Portland | Executive Department
Danielle P. West, *City Manager*

To: Sustainability & Transportation Committee
Councilor Regina Phillips, Chair
From: Naming Committee
Date: May 7, 2026
Re: Naming recommendations for new community park

MEETING DATE
May 13, 2026

AGENDA ITEM
Item #3A - Naming Recommendations for New Community Park

PURPOSE
In accordance with the ordinance for the naming of City assets, and at the request of the City Manager, Mayor Dion convened a Naming Committee to initiate the naming process for a permanent name for the city's new waterfront community park (temporarily referred to as Portland Harbor Common).

BACKGROUND/ANALYSIS

In October 2025, the City Council approved Order 67-25/26, which amended City Code Chapter 26 to outline a process for the naming of City assets. In accordance with this amendment, the members of the Naming Committee included Councilor Sarah Michniewicz, as the district councilor, Interim JDEI Director Masi Ngidi-Brown (City Manager designee), Director of Communications & Digital Services Jessica Grondin (City Manager designee), Parks, Recreation & Facilities Director Ethan Hipple, Chad Johnston, Fire Chief, and Beth Rabbitt, Chair of the Parks Commission.

A community engagement campaign invited residents to participate by suggesting potential names for the new park. A public survey was open throughout the month of February and more than 325 submissions were received. The Naming Committee met four times between March and May to review the submissions from the public and those from Committee members.

The Naming Committee is pleased to present the Sustainability & Transportation Committee with the following name recommendations for their consideration:

1. **First Light Commons**
2. **Portland Harbor Common**
3. **Freedom Commons**

The attached document provides greater detail and context for each of these names.

FISCAL IMPACT
No additional impact; new signage for the park is included in the construction budget.

CONCLUSION(S)
The S&T Committee is expected to vote on a recommendation to forward to the full City Council for final approval.

PRIOR COMMITTEE REVIEW
The Naming Committee (Ad-hoc)

PREPARED BY

Councilor Sarah Michniewicz, District 1
Chair of the Naming Committee

Jessica Grondin
Communications & Digital Services Director

Masi Ngidi-Brown
Interim JDEI Director

Chad Johnston, Chief
Fire Department

Ethan Hipple, Director
Parks, Recreation & Facilities

Beth Rabbitt, Chair
Parks Commission

ATTACHMENTS

- Naming Committee's Narrative for Community Park Name Recommendations (PDF)

The Naming Committee's Final Recommendations for a permanent name for Portland's new community park

In October 2025, the City Council approved Order 67-25/26, which amended City Code Chapter 26 to outline a process for the naming of City assets. In accordance with this amendment, Mayor Dion convened a Naming Committee to help find a permanent name for Portland's new community park. The members of the Naming Committee included Councilor Sarah Michniewicz, as the district councilor; Interim JDEI Director Masi Ngidi-Brown (City Manager designee); Director of Communications & Digital Services Jessica Grondin (City Manager designee); Parks, Recreation & Facilities Director Ethan Hipple; Chad Johnston, Fire Chief; and Beth Rabbitt, Chair of the Parks Commission.

A community engagement campaign invited residents to participate by suggesting potential names for the new park. A public survey was open throughout the month of February and more than 325 submissions were received. The Naming Committee met four times between March and May to review the submissions from the public and those from Committee members.

Following this work, the Naming Committee is recommends the following names, in order, for the new community park along the waterfront in Portland:

1. **First Light Commons**
2. **Portland Harbor Common**
3. **Freedom Commons**

From this list, the following focal topics were identified:

- Wabanaki culture and historical context in the area
- African American (underground railroad) historical context in the area

To arrive at these three name recommendations, the Naming Committee underwent the following steps to gather information and perspective on the names:

- Identified and met with community leaders in the Wabanaki and African American communities
    - Goals:
        - Seek support from these communities through their leaders, on the names being considered
        - Share what names are being considered
        - Start conversations, and invite communities to be a part of the City's naming process

In this exercise, the City does not seek approval of use of any names, but seeks to invite communities to conversation around naming, and continue this conversion into the future of the location to be named.

Community leaders that met with the members of the Naming Committee:

1. City of Portland Councilor Fournier - Navajo Activist and politician
2. Abanekai Council of Quebec: https://caodanak.com/en/
3. Daniel Minter - Indigo Arts Alliance founder, local artist, and community leader
4. Wabanaki Alliance, Executive Director, Maulian Bryant
5. Sandra Bassett, Community Educator and worked with Portland Public Schools (PPS) on Wabanaki Studies, Passamaquoddy
6. Fiona Hopper, Wabanaki Studies Coordinator for PPS.
7. Nick Francis, Executive Director, Wabanaki Community Foundation, Penobscot
8. Abyssinian Meeting House (in progress)

COMMON/S:
The Naming Committee's first consensus was around the use of the term “common/s”. The aligned perspective is viewing the park as a shared public space where the residents of Portland - and elsewhere, despite all differences, feel welcomed to the space and a connectedness to it. The Committee sees the park as a place to gather, convene, and express a sense of collective ownership.

In addition, the Committee makes a distinction between “common” and “commons”. Common is understood to refer to a specific location without the cultural and historical context. Commons on the other hand, sees the location as a shared resource, with a shared history. It seeks to capture the connection points across history and acknowledges that the location has the potential to hold different stories because of those multiple histories.

1. First Light Commons

First Light Commons is the Committee's top recommendation. The Committee felt that the phrase speaks to the Wabanaki historical and cultural context in the area. Interpreted as the "People of the Dawn", with “waban[1]” meaning light, and the area at which the park will be located is where Wabanaki communities lived before Europeans arrived. Geographically, Maine being a geographic location that gets first light at sunrise on the American continent, the name First Light further echoes this Wabanaki meaning.

[1] https://wabanaki.com/the_wabanaki/#introduction

Secondly, the location where the new park will be is in the general port area of Portland. Portland, and this location, served as a last stop on the Underground Railroad during slavery as former slaves escaped to Portland to make their way to Canada. Some even stayed in Maine and New England. The Naming Committee felt that the name First Light presented a second meaning and highlighted additional significance - reaching Portland was a light at the end of the "Underground Railroad tunnel".

First Light was shared and discussed and very warmly received by all leaders in both the Wabanaki and African American communities. This double significance with both Wabanaki and African American experiences was discussed in great detail with Wabanaki leaders. Each leader welcomed the possibility of this double acknowledgment with great enthusiasm.

2. Portland Harbor Common:

10 plus years ago a project to renovate a 3.5 acre City parking lot - formerly queuing lines for the now-defunct Nova Scotia ferry - was abandoned due to a lack of funds. A man named Dick Barringer and his team brought the project back to life and first proposed the Common in 2020 and have since worked tirelessly with the City of Portland, the Portland Parks Conservancy and many others to bring the project to life. After more than five years of planning and fundraising, the City of Portland and the Portland Parks Conservancy will hold a groundbreaking for Phase 1 of a new waterfront park currently referred to as Portland Harbor Common. Sadly, Dick passed away in October 2025, just months before the April 10th groundbreaking.

Portland Harbor Common has served as the working name for the vision of the late Richard "Dick" Barringer. He served as the first director of the Bureau of Public Lands, former commissioner of the Department of Conservation, former state planning director, and a co-founder of the Edmund S. Muskie School of Public Service. Dick dedicated much of his life to protecting Maine's outdoors for the enjoyment of all. This name is to give tribute to Dick and all his work. It is also worth mentioning that a tribute to Dick is also evident in the use of the word "common" when referring to the new park and expressing the intention for it.

3. Freedom Commons:

Freedom Commons as well as other references to the Underground Railroad and the African American experience in Portland were noticeably expressed by residents' name entries. Due to the new park's proximity to the Freedom Trail, the Abyssinian Meeting House, and Portland Maine's location significance in the Underground Railroad - as a

receiving port for former slaves escaping to Canada, Freedom Commons was a name that resonated with the Naming Committee.

Max Wilder <mwilder@portlandmaine.gov>

Public Comment - Order 250-25/26: Better Name: "India Street Landing"

George Rheault <george.rheault@gmail.com> Sun, Jun 14, 2026 at 12:00 PM
To: Public Comment <publiccomment@portlandmaine.gov>

I oppose the proposal to name the new waterfront open space that is currently under construction "First Light Commons" for various reasons set forth below.

I would prefer that it just be called "India Street Landing" for the time being until some future date when we can do better in the creative department.

Our low-performance city leadership (City Manager, Mayor & City Council) seems intent on doing lame things and calling it a day.

While there is not much one can do about this if the city leadership does not want to do good work, it is important to speak up for posterity.

I was quiet during the "Rising Eddy" naming debacle over the new pool complex at the former Kiwanis Pool location because that creative clunker to me is the perfect manifestation of our city's recent political incompetence. While that silly nonsensical phrase fails to help residents locate the new pool in the city's geography nor does it do much to excite residents about the pool complex itself (which will have no whirling water feature of any kind), it nicely sets in stone a moment in time when our sclerotic political elite prefers to embrace "consensus" and "civic engagement" whether or not it creates excellent results and even whether "the process" was indeed all that inclusive or representative of the community's feelings or desires (substituting an insiders' game is NOT the same as being a real community-wide mandate).

I applaud the City Council for HAVING a process of some sort for naming (you have to start somewhere!) and also for winnowing down the options to some semifinalists from that process.

BUT, it is also entirely within the City Council's purview to scrap the results of that process when they are lame and merely performative without much substance.

"First Light Commons" fails on many fronts: it is NOT where "first light" falls along the Portland waterfront.

It is also built entirely on HUMAN-MADE landfill that was first constructed in the early 1850s:

https://www.loc.gov/resource/g3734pm.g3734pm_g035271886/?sp=5

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 9, 2026

SUBJECT: Order 251-25/26 Approving the Casco Bay Trail Board of Supervisors Interlocal Agreement - Sponsored by the Sustainability and Transportation Committee, Councilor Regina Phillips, Chair

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading **Final Action**

Can action be taken at a later date: No

Does this item involve a new contract with the City: Yes

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION
This is a companion order to Resolve 10-25/26 (see above).

This Order approves the Casco Bay Trail Board of Supervisors Interlocal Agreement between Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn to establish the Casco Bay Board of Supervisors. This board would serve as a multi-jurisdictional entity designed to coordinate the planning, construction, and (possibly) management of a 24.8-mile interim bicycle and pedestrian trail along the state-owned Berlin Subdivision rail corridor between Portland and Auburn.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS
1. Order - Approving Interlocal Agreement
2. Casco Bay Trail Interlocal Agreement

Prepared by:
Date: 06/09/2026

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 CASCO BAY TRAIL BOARD OF SUPERVISORS INTERLOCAL AGREEEMENT

ORDERED, the Interlocal Agreement between Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn to establish the Casco Bay Board of Supervisors is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said document in substantially the form attached hereto and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

CASCO BAY TRAIL BOARD OF SUPERVISORS INTERLOCAL AGREEMENT

THIS CASCO BAY TRAIL BOARD OF SUPERVISORS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the signatories hereto, acting by and through their governing bodies, which signatories shall include at least three of the following Maine municipalities**:** Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn (each signatory, individually, a "Party" and, collectively, the "Parties").

WITNESSETH

WHEREAS, on June 20, 2025, the Governor signed into law LD 30, Resolve, to Direct the Department of Transportation to Implement the Recommendations of the Portland to Auburn Rail Use Advisory Council ("Resolve"), authorizing an interim bicycle and pedestrian trail on state-owned inactive existing railroad track between the City of Portland and the City of Auburn, from mile marker 1.7 in Portland to mile marker 26.5 in Auburn (the "Casco Bay Trail"); and

WHEREAS, the state-owned railroad corridor extends from Portland to Auburn, linking two of the largest metropolitan areas in the state; and

WHEREAS, the corridor connects places of beauty in the region, crossing the Royal River in Auburn and New Gloucester, abutting Chandler Brook in North Yarmouth, crossing back over the Royal River in Yarmouth, running parallel to the coast in Cumberland, passing over the Presumpscot River in Falmouth, and ending at the Portland terminus in Casco Bay; and

WHEREAS, developing a multi-use interim trail along this corridor would allow people to safely commute and recreate in a traffic-separated corridor, reduce traffic and carbon emissions, spur economic growth, and improve public health and community life; and

WHEREAS, the Parties desire to enter into this Agreement for cooperative action pursuant to the Maine Interlocal Cooperation Act, 30-A M.R.S. §§ 2201-2208, to create the Casco Bay Trail Board of Supervisors

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 – PURPOSE

1.1 The purpose of this Agreement is to facilitate discussion among the Member Municipalities and Associate Members (defined below) regarding the Casco Bay Trail; to establish a collaborative governance framework to plan, design, construct, and maintain the Casco Bay Trail and related facilities and trails; and to collaborate with the Maine Department of Transportation, members of the community, and other stakeholders with respect to each of these goals.

1.2 This Agreement is made pursuant to the authority granted to the Parties by the Maine Interlocal Cooperation Act, 30-A M.R.S. §§ 2201-2208, (the "Act"). The Parties hereto are public agencies within the meaning of the Act.

ARTICLE 2 – ADMINISTRATION

A. Member Municipalities

2.1 **Minimum Municipal Participation Required.** The municipalities of Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn, each of which appointed representatives to the Portland to Auburn Rail Use Advisory Council, which met from April 2022 to January 2023, are referred to herein as the "RUAC Municipalities." This Agreement shall not take effect unless it is approved by the governing bodies of at least three RUAC Municipalities and an executed copy of this Agreement is filed with the Maine Secretary of State by September 1, 2026 (the "Effective Date").

2.2 **Additional Municipal Participation Allowed.** After the Effective Date, additional municipalities may become parties to this Agreement as follows:

2.2.1 A RUAC Municipality that is not a Party as of the Effective Date shall become a party to this Agreement immediately upon approval of this Agreement by its legislative body, without further action by any other Party. The RUAC Municipality shall deliver an attested copy of the approval to the Fiscal Agent (defined below).

2.2.2 Any Maine municipality other than the RUAC Municipalities may become a party to this Agreement by written amendment to this Agreement upon (i) approval the municipality's governing body, (ii) a majority vote of the Board of Supervisors (defined below), and (iii) filing of an executed copy of the amendment to this Agreement with the Maine Secretary of State.

2.3 **Member Municipalities**. Any municipality that is made a party to this Agreement by operation of Paragraphs 2.1, 2.2.1, or 2.2.2 is a "Member Municipality."

B. Administrator—Board of Supervisors

2.4 **Formation.** A board is hereby created and is designated as the Casco Bay Trail Board of Supervisors (hereinafter "Board"), which shall be the joint board and administrative entity created pursuant to 30-A M.R.S. § 2203(3)(A) for the undertaking contemplated in this Agreement.

2.5 **Supervisors.** The municipal officers of each Member Municipality shall appoint one voting supervisor and one alternative supervisor, who shall, in all cases, be municipal officers, municipal officials, or employees of the municipality. Both voting supervisors and alternate supervisors may attend and participate in Board meetings. Each municipality shall have one vote. Alternate supervisors shall only vote and be counted for purposes of quorum if the voting supervisor from their municipality is absent or unable to vote. Voting supervisors and alternative supervisors shall serve at the pleasure of their respective appointing authority.

2.6 **Associate Members.**

2.6.1 Upon invitation of the Board, one representative from each of the Greater Portland Council of Governments, the Androscoggin Valley Council of Governments, and the Casco Bay Trails Alliance (the "Associate Members") may serve as a non-voting Board representative on the Board. Additionally, any RUAC Municipality that is not a Party to this Agreement may appoint a representative to serve as an Associate Member without voting privileges. Each Associate Member shall appoint their respective representative.

2.6.2 Representatives of Associate Members shall be permitted to attend and participate in any meetings of the Board, but may not vote and are not counted for purposes of quorum. The representative of an Associate Member may be delegated, by a majority vote of the Board and subject to the Associate Member's consent, any of the Board's powers and duties, including serving as the Fiscal Agent or otherwise assisting with the administration of this cooperative undertaking. Associate Members may enter into contracts with the Board to provide any functions, programs, or services deemed necessary or prudent to achieve the objectives of this Agreement.

2.6.3 The Board may adopt procedures to allow other municipalities, state or federal agencies, or nonprofit corporations that are not parties to this Agreement to become Associate Members.

C. Governance; Meetings of the Board

2.7 The Board supervisors shall provide a means for electing a Chair and such other officers as deemed necessary and shall define the number of Board supervisors necessary to constitute a quorum. Alternate supervisors and Associate Member representatives may not serve as Board officers.

2.8 The Board supervisors may adopt by-laws and may establish rules of procedure and policies for the operation and administration of the Board.

2.9 All meetings and records of the Board shall be governed by the provisions of the Maine Freedom of Access Act (1 M.R.S. §§ 400-521, as may be amended).

ARTICLE 3 – DUTIES AND POWERS OF THE BOARD

3.1 The Board shall have all the duties and powers, privileges, and authorities granted to it by the Act, and may exercise such powers to accomplish the following:

a. Facilitate, assist, and oversee the planning, design, construction, and maintenance of the Casco Bay Trail.
b. Create and implement policies to achieve the purposes of this Agreement.
c. Develop and adopt rules for the use of the Casco Bay Trail.
d. Update and make recommendations to Member Municipalities.
e. Develop a long-range work plan and an annual work plan based on the long-range plan.
f. Develop and administer an annual budget subject to Article 4
g. Accept and coordinate in-kind services.
h. Pursue and accept conditional and unconditional gifts, grants, and donations, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized by a two-thirds vote of the full Board.
i. Accept funds from state, federal, and other sources.
j. Enter into agreements with Member Municipalities.
k. Negotiate and execute contracts to purchase goods and services.
l. Work with Maine Department of Transportation, other state agencies and departments (such as the Maine Department of Conservation), the National Park Service and other federal agencies and departments,

regional planning entities, local governments, nonprofit organizations, and members of the public to fulfill the purposes of this Agreement.

m. Employ personnel.
n. Hold and dispose of personal property and real estate, including by sale or lease, transferred to or from or administered by the Board.
o. Invest funds in accordance with 30-A M.R.S. §§ 5706-5719.
p. Establish, maintain, and expends funds from a reserve or contingency fund.
q. Administer the day-to-day operations of this cooperative undertaking.
r. Track and record data, submit reports, and otherwise ensure compliance with the terms and conditions of this Agreement, any grant agreements, and any other contracts entered into by or on behalf of the Board or its Member Municipalities in furtherance of this cooperative undertaking.
s. Carry out any other responsibilities that are necessary or appropriate to fulfill the purposes of this Agreement.

ARTICLE 4 – MANNER OF FINANCING

4.1 **Fiscal Year.** The Board shall operate on a July 1 to June 30 fiscal year.

4.2 **Funding Sources.** The activities of the Board may be financed from any of the following sources: (i) state or federal funds; (ii) assessments of local contributions on Member Municipalities, subject to this Article 4; (iii) membership or other fees collected from Member Municipalities, Associate Members, and third-party users of the Casco Bay Trail; (iv) donations, charitable or governmental grants, or similar funding sources, as the Board deems appropriate; and (v) any other funding source or miscellaneous revenue approved by the Board.

4.3 **Annual Operating Budget.** The Board shall prepare and approve an annual operating budget to fund the Board's activities for the following fiscal year. The budget shall include all anticipated revenues and all costs associated with funding the Board's activities. Prior to preparing the first annual operating budget, the Board shall adopt a policy describing the manner of financing this cooperative undertaking, which shall be binding upon the Parties and which shall contain, at minimum, (i) the cost-sharing arrangement as between the Parties, if any, and (ii) the process and timeline for preparing, approving, and implementing the annual operating budget.

4.4 **Prior Authorization Required for Municipal Funding.** If the Board proposes, as part of any annual operating budget, to assess a contribution or fee on

any Member Municipality, the Board shall prepare and provide the proposed annual budget to each such Member Municipality using the process required by the Member Municipality and in such timeframe to allow the proposal to be considered by the governing and legislative bodies of each such Member Municipality as part of the Member Municipality's budget process for the next fiscal year.

4.5 **Expenditure of Funds.** All funds of the Board may be expended by the Board in a manner consistent with this Agreement, any applicable contracts and grant agreements, and state and federal regulations. Fund balances may, at the discretion of the Board, be used to reduce the Board's operating costs, be accrued in reserve and contingency funds, or be equitably credited or rebated to each member Municipality. Anticipated carryover funds at the end of a fiscal year may be returned to the Board to support its continued growth and reduce Member Municipality costs in succeeding fiscal years.

4.6 **Invoices; Payments Due**. The Board shall determine the process, schedules, and deadlines related to invoicing and payments due consistent with this Agreement and applicable law.

4.7 **Fiscal Agent.** The Board may enter into an agreement with a Member Municipality or Associate Member to act as the fiscal agent of the Board ("Fiscal Agent"). The Fiscal Agent, under the direction of the Board, shall maintain the accounts of the Board, including without limitation its operating budget accounts; may contract for, purchase, and hold title to equipment and property on behalf of the Board; and shall perform any other functions concerning the fiscal management of this cooperative undertaking. The Fiscal Agent shall accept, account for, and disburse funds in accordance with the terms of this Agreement and the Board's policies.

4.8 **Personnel.** To the extent the Board determines that this cooperative undertaking requires or benefits from having personnel, the Board may enter into an agreement with a Member Municipality, an Associate Member, or the Fiscal Agent to serve as the employer for the Board. The employer shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving the Board. In making such employment decisions, the employer shall solicit and consider the recommendations of the Board.

ARTICLE 5 – PROPERTY

5.1 Unless otherwise provided by the Board, all real property and improvements acquired or developed pursuant to this Agreement shall be held by the municipality in which such property and improvements are located.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 Any dispute, controversy, or claim ("Dispute") arising out of or relating to this Agreement shall be resolved as follows:

6.1.1 The parties to the Dispute shall negotiate in good faith and attempt to resolve the Dispute within 30 days after the date that an aggrieved party has given written notice of such dispute to the Board.

6.1.2 If the Dispute has not been resolved within 30 days, any party may serve written notice on the other parties to the dispute and on the Board a request for non-binding mediation. The mediation shall be conducted in Portland, Maine, by a mediator mutually agreeable to the supervisor representing the aggrieved party and the supervisors representing the other parties to the dispute and shall not exceed one full day or two half days in length, and shall be completed within 60 days from the date of receipt of a request for mediation. The aggrieved party shall be responsible for the costs of the mediator. If the aggrieved party and the supervisor(s) representing the other party to the dispute are unable to resolve the dispute through mediation within 60 days, the parties and the Board reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County or Androscoggin County, Maine.

6.1.3 Unless otherwise directed by the Board, the Municipal Members shall continue performance under this Agreement while matters in dispute are being resolved.

ARTICLE 7 – TERM, AMENDMENT, TERMINATION

7.1 The term of this Agreement shall be 20 years (the "Term"), commencing on the Effective Date.

7.2 This Agreement may be amended by mutual written agreement of the Member Municipalities.

7.3 This Agreement may be terminated and the Board dissolved by a two-thirds vote of the full Board. Prior to termination and dissolution, the Board, by written agreement, shall make suitable provision for the equitable division among the

Member Municipalities of the assets and liabilities of the Board, if any, in accordance with any grant agreements, any bylaws or policies adopted by the Board, and any limitations on funds contributed by the Member Municipalities.

ARTICLE 8 – WITHDRAWAL OF MEMBER MUNICIPALITIES

8.1 A Member Municipality may withdraw from this Agreement at the end of a fiscal year subject to each of the following conditions:

a. Withdrawal shall be authorized by the governing body of the withdrawing Member Municipality.
b. The withdrawing Member Municipality shall give written notice of its intent to withdraw at least ninety (90) days prior to the commencement of the fiscal year.
c. At or prior to the time of withdrawing, the withdrawing Member Municipality shall comply with any outstanding obligations incurred pursuant to this Agreement that have been previously authorized by the Member Municipality's budgeting process pursuant to Article 4.
d. The withdrawal shall be effectuated by amendment to this Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

9.2 If any provision in this Agreement or any application hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby, but the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible.

9.3 This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or written, between the Parties at the time of execution of this Agreement.

9.4 Nothing in this Agreement shall be construed to or operate in any practical effect to waive any defense, immunity, limitation of liability, limitation of actions, or other protections available to each Party hereto or any RUAC Municipality or other Maine municipality that becomes a party to this Agreement after the Effective Date

pursuant to applicable law, including the Maine Tort Claims Act, 14 M.R.S.A. § 8101, *et seq*.

9.5 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be duly executed by their duly authorized representatives who, by their signatures below, attest that they have the power and authority to bind their respective Party.

CITY OF AUBURN

By: _____ Date: _____
Its: _____

CITY OF PORTLAND

By: _____ Date: _____
Its: _____

TOWN OF CUMBERLAND

By: _____ Date: _____
Its: _____

TOWN OF FALMOUTH

By: _____ Date: _____
Its: _____

TOWN OF NEW GLOUCESTER

By: _____ Date: _____
Its: _____

TOWN OF NORTH YARMOUTH

By: _____ Date: _____
Its: _____

TOWN OF POWNAL

By: _____ Date: _____
Its: _____

TOWN OF NORTH YARMOUTH

By: _____ Date: _____
Its: _____

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 18, 2026

SUBJECT: Order 252-25/26 Approving Second Amendment to Stadium Use Agreement for Use and Occupancy of the James J. Fitzpatrick Stadium by Hearts of Pine LLC RE: Addition of Women's Team - Sponsored by Housing & Economic Development Committee, 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: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Hearts of Pine has proposed adding a women's team that would start playing at Fitzpatrick Stadium in the 2027 season.

Under the current agreement, the Hearts of Pine organization is offered 40 dates, from which they can choose 25 dates for the men's team games. Under the amended agreement, the organization would still be offered 40 dates, but they would choose 33 dates that would include games for both the men's and women's teams. The organization would pay market rate for these eight additional games, as well as for any additional field time required for practices.

The addition of eight additional dates for a Women's team can be accommodated in the stadium schedule without adversely affecting other customers.

The amendment also clarifies that practice times for the men's team are provided without cost, in recognition of the $3M in capital improvements that the team invested into the stadium. This provision was included in the business terms that informed the original agreement, but the agreement itself was silent on this topic, so this is simply clarifying language.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Approving Amendment to HOP Agreement
2. Second Amendment to Stadium Use Agreement (Fitzpatrick Stadium) - City of Portland & Hearts of Pine LLC clean for Council 061026

Prepared by:
Date: 05/18/2026

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 SECOND AMENDMENT TO STADIUM USE AGREEMENT FOR USE AND OCCUPANCY OF THE JAMES J. FITZPATRICK STADIUM BY HEARTS OF PINE LLC
RE: ADDITION OF WOMEN'S TEAM

ORDERED, that the Second Amendment to the Stadium Use Agreement dated December 18, 2023, as amended by that certain First Amendment dated as of October 30, 2024, by and between the City and Hearts of Pine LLC, expanding stadium use to accommodate a women's team at James J. Fitzpatrick Stadium, is hereby approved substantially in the form attached; and

BE IT FURTHER ORDERED, that the City Manager or designee is authorized to execute the Second Amendment in substantially the form attached hereto and any and all other contracts and documents necessary to effect the intent and purpose of the amendment.

SECOND AMENDMENT
TO
STADIUM USE AGREEMENT
FOR USE AND OCCUPANCY OF
JAMES J. FITZPATRICK STADIUM

This Second Amendment to Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium (this "Amendment") is made as of [DATE], 2026 (the "Amendment Date"), by and between Hearts of Pine LLC, a Maine limited liability company (the "Club") and The City of Portland, Maine, a body politic and corporate (the "City"). The Club and the City are each a "Party" and collectively the "Parties.". Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Existing Agreement (as defined below).

WHEREAS, Portland United, LLC, a Maine limited liability company ("PU") and the City entered into that certain Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium, dated as of December 18, 2023, as amended by that certain First Amendment to Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium, dated as of October 30, 2024, in each case a copy of which is attached hereto as Exhibit A (collectively, the "Existing Agreement");

WHEREAS, PU assigned all of its right, title, and interest in the Existing Agreement to the Club under that certain Assignment and Assumption Agreement, by and between PU and the Club, and acknowledge and agreed to by the City, dated as of February 21, 2024, a copy of which is attached hereto as Exhibit B (the "Assignment Agreement"); and

WHEREAS, the Parties wish to enter into this Amendment to amend the Existing Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Amendments.

    a) Recitals.

        i. Recital B of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

        "B. The Club owns the rights to: (i) a men's professional soccer franchise (the "Men's Team") in that certain professional soccer league known as "USL League One" within the professional soccer organization known as the United Soccer League (the "USL"), and (ii) a women's elite amateur soccer franchise (the "Women's Team") in that certain league known as "USL W League" within the USL (together, with all other leagues and affiliate entities within the USL, collectively, and as applicable, the "League"). As of the Amendment Date, the Men's Team competes in USL League One, and the Club anticipates that the Women's Team will begin hosting USL W League soccer games during the 2027 USL W League season."

    b) In section 1 of the Existing Agreement ("Definitions"):

i. The defined term "Club" is hereby deleted in its entirety and replaced with the following:

""Club" shall have the meaning assigned thereto in the preamble hereof; for the avoidance of doubt "Club" shall mean the Men's Team and/or the Women's Team when used hereunder as applicable given the context."

ii. The defined term "Post-Season Game" is hereby deleted in its entirety and replaced with the following:

""Post-Season Game" shall mean any game played by the Club at the Stadium following the completion of the scheduled Regular Season as part of any Playoff competition format organized by the League, culminating with a League championship game."

c) Sections 5(a) and 5(b) of the Existing Agreement are each hereby deleted in their entirety and replaced with the following:

"(a) Soccer Games and Other Club Events. Subject to the provisions of subsection 5(b) below, the Club shall have the exclusive right to play professional and pre-professional soccer games (and conduct pregame, half-time and post-game activities) at the Stadium Premises on each Club Scheduled Date on which a Home Game is to be played during the period commencing with the Pre-Season and including the Regular Season and, if Post-Season games are to be played as Home Games, the Club shall have the right to do so during the Post-Season, during each year of the Term covered by this Agreement. The Club shall exercise this exclusive right only on the dates (day or night) regularly scheduled for professional or pre-professional soccer games in accordance with the official League schedule pertaining to professional or pre-professional soccer games to be played and hosted within the Stadium Premises by the Club (as applicable). For all Club Events, the Club will have access to the Stadium and Stadium Premises in accordance with the terms hereof at least six (6) hours prior the scheduled start of time of the event. The City will work with the Club in good faith to provide the Club additional access to the Stadium (beyond the dates set forth above) for Club practices and other training for each of the Men's Team and Women's Team, in each case as reasonably requested by the Club but subject to other Stadium users' events that are already scheduled. Notwithstanding anything to the contrary in this Agreement, the Club acknowledges and agrees that it may not be able to schedule a Post Season game at the Stadium if another Stadium user is already scheduled to use the Stadium on a given day during the Post Season. In the event of a schedule conflict, the Parties will work together in good faith to achieve a reasonable solution, but under no circumstances will the City be obligated to cancel another Stadium user's scheduled event at the Stadium in order to accommodate the League's Post Season schedule.

(b) Exercise of Club's Selection of Dates. On or before the 1st day of September of each calendar year during the Term, the City shall provide the Club with a list in writing of no less than forty (40) dates, including at least 30 weekend dates (with a preference, as available, for at least 16 Saturdays and 12 Sundays) and 10 weekday dates (with a preference, as available, for Wednesdays and Fridays) within the reasonably anticipated timeframes of the Regular Season

schedules for each of the Men's Team and the Women's Team in the following calendar year for the Club to choose from for scheduling of Club Events (the "Offered Dates"). The City will make reasonable efforts to include in the Offered Dates, as available, 6 dates in each of May, June, and July, and at least 4 dates in each of April, August, September, and October). Upon the earlier of (x) the League's release of the Women's Team Regular Season schedule for the following calendar year, or (y) February 15th of the following calendar year, the Club will notify the City in writing of its selection of thirty-three (33) of the Offered Dates, including anticipated Post Season Game dates, and the City will reserve those dates for the Club's use (the "Club Reserved Dates"). Such final selection of Club Reserved Dates shall be binding and not subject to change, except as set forth below or as otherwise agreed to in writing by the Parties. After Club Reserved Dates have been selected, and after the City reasonably determines that other potential Stadium users have had a reasonable opportunity to schedule dates for use of the Stadium, the Club may request additional dates for Club Events by following the City's ordinary scheduling process utilized by other Stadium users. Once the League has confirmed the final schedule for the then-upcoming Regular Season for each of the Men's Team and the Women's Team, the Club will provide the City with a copy thereof and, to the extent that the Club determines in its sole discretion that any Club Reserved Dates are not needed for Home Games or scheduled Club Events, those Club Reserved Dates will be "released" back to the City for use through its ordinary scheduling process. All Club Reserved Dates that are not released back to the City and other dates scheduled by the City for the Club after the Club selects the Club Reserved Dates are referred to herein as "Club Scheduled Dates." In the event that the Club does not advance to the League playoffs, the Club will release any Post Season Game Club Scheduled Dates to the City."

d) Section 7(b) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Payments to the City. For each Home Game played during the Term of this Agreement (as applicable depending on the Club's exercise of the Club Extension Option), the Club shall pay the following, as consideration to the City for and on account of the Club's use and occupancy of the Stadium and Stadium Premises hereunder:

(i) In consideration of the Improvements and the Club's contribution to the New Playing Field, for each of the first ten (10) calendar years during the Term of this Agreement, the Club shall pay no rental fees for the Stadium for the first twenty-five (25) Club-Scheduled Dates in each such year or for Men's Team practices, but Club shall be responsible for the fees and costs associated with permitted events at the Stadium, including fees and costs for public safety personnel, at the then-current rates. The Parties acknowledge that, as of the Amendment Date, the Improvements have been completed;

During each year of the Term, if the Club utilizes the Stadium at any time other than the twenty-five (25) Club-Scheduled Dates referenced above in Section 7(b)(i) or for Men's Team practices,

the Club shall pay to the City \ all then-current applicable use and rental fees and other fees and charges charged by the City to other Stadium occupants/licensees.

(ii) In the event that the Club exercises the second Club Extension Option, then, commencing upon the beginning of the second extension and thereafter throughout the Term of this Agreement, the Club shall pay the City all then-current applicable use and rental fees and other fees and charges charged by the City to other Stadium occupants/licensees for all of the Club's use of the Stadium and Stadium Premises."

e) Section 9(b) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Not less than three months prior to the start of the 2027 Pre-Season, the Club shall submit a traffic management plan to the City that includes a comprehensive strategy for managing vehicle traffic, parking, and pedestrian flow before, during, and after games. The plan will outline strategies and practices to mitigate transportation impacts of large gatherings, ensuring safety and minimizing delays. The traffic management plan is subject to review and approval by the City, and must be in form and substance satisfactory to the City prior any 2027 Club Events.

f) Section 24 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

"24. Notices.

Any notice, demand, request, consent, approval and any other communications (any of the foregoing, a "Notice") required, permitted, or desired, to be given hereunder shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested or delivered by hand or reputable overnight courier addressed to the Party to be so notified at its address hereinafter set forth or to such other address as such party may hereafter specify in a Notice delivered in accordance with the provisions of this Section 30. Any such Notice shall be deemed to have been received three (3) Business Days after the date such Notice is mailed or on the date of delivery by hand or courier addressed to the parties as follows (provided that neither the City nor the Club shall be deemed to have received any Notice not actually received):

If to the City: City of Portland
Attn: City Manager
389 Congress Street
Portland, Maine 04101
With a copy to: Office of the Corporation Counsel at the same address

If to the Club: Hearts of Pine LLC
Attn: Kevin Schohl
1 Union Wharf, 3rd Floor
Portland, Maine 04101
kevin@heartsofpine.com

With a copy to: Caleb E. Ginsberg, Esq.
ginsberg.caleb@gmail.com"

g) The following language is added to the end of Section 26 of the Existing Agreement:

> By way of example, and not limitation, the Club specifically acknowledges and agrees that it will ensure equitable treatment with regard to facility access, privacy, amenities, and quality of care for the Women's Team and the Men's Team when occupying the Stadium and Stadium Premises.

h) Section 31 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

> "31. League Rules. Notwithstanding anything to the contrary in this Agreement, the City acknowledges that the Club, in its operation of a professional and pre-professional soccer franchise in the applicable League, is obligated to comply with applicable League rules and restrictions ("League Rules"). In the event that any such League Rules require alterations or improvements to the Stadium or the Stadium Premises, the Club may request that the City make such alterations or improvements at the Club's expense or allow the Club to do so at the Club's expense. In such event, the City will engage in good faith discussions with the Club in order to identify a commercially reasonable solution, satisfactory to the City, that permits the Club, at its own expense, to continue to host Club Events in the Stadium through the remainder of the Term. In the event that the Club is unable to comply with the League Rules due to the condition of the Stadium or Stadium Premises, the Club may terminate this Agreement upon prior written notice to the City. In no event will the City be responsible for incurring any obligation or expense as a result of the League Rules except as specifically set forth in this Agreement."

2. Other Provisions Remain in Full Force and Effect. This Amendment shall modify and amend the Existing Agreement to the extent, and only to the extent, expressly set forth herein and all of the terms and provisions of the Existing Agreement that are not expressly amended, modified, waived, or replaced hereunder shall be unaltered and shall remain in full force and effect. From and after the Amendment Date, all references in the Existing Agreement to this "Agreement", "herein", "hereunder", and words of like import shall mean and refer to the Existing Agreement as amended by this Amendment. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning that those terms have in the Existing Agreement.

3. Governing Law. This Amendment shall be exclusively governed by and construed in accordance with the laws of the State of Maine, without regard to or application of conflict of laws, rules or principles.

4. Miscellaneous. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[*Signature page to follow*.]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium, to be effective as of the Amendment Date.

THE CITY OF PORTLAND

By:_____
Name: Danielle P. West
Title: City Manager

HEARTS OF PINE LLC,
a Maine limited liability company

By: **Portland United, LLC**,
a Maine limited liability company,
It's Sole Member

By:_____
Name: Gabe Hoffman-Johnson
Title: Manager

Approved as to form:

_____
City Corporation Counsel

Approved as to funds:

_____
City Finance Director

EXHIBIT A

Existing Agreement

[*Attached*]

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FIRST AMENDMENT
TO
STADIUM USE AGREEMENT
FOR USE AND OCCUPANCY OF
JAMES J. FITZPATRICK STADIUM

This First Amendment to Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium (this "Amendment") is made as of October 30th 2024 (the "Amendment Date"), by and between Hearts of Pine LLC, a Maine limited liability company (the "Club") and The City of Portland, Maine, a body politic and corporate (the "City"). The Club and the City are each a "Party" and collectively the "Parties.". Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Existing Agreement (as defined below).

WHEREAS, Portland United, LLC, a Maine limited liability company ("PU") and the City entered into that certain Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium, dated as of December 18, 2023, a copy of which is attached hereto as Exhibit A (the "Existing Agreement");

WHEREAS, PU assigned all of its right, title, and interest in the Existing Agreement to the Club under that certain Assignment and Assumption Agreement, by and between PU and the Club, and acknowledged and agreed to by the City, dated as of February 21, 2024, a copy of which is attached hereto as Exhibit B (the "Assignment Agreement"); and

WHEREAS, in the time since the Existing Agreement was signed, the Club discovered that the turf field at the Stadium does not comply with applicable League Rules; and

WHEREAS, the Parties wish to enter into this Amendment to amend the Existing Agreement to allow for the Club to install a new turf field at the Stadium as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Amendments.

    a) Section 1 (Definitions) of the Existing Agreement shall be amended as follows:

    The term "Club Line Painting" is added to Section 1 and defined as follows:

    ""Club Line Painting" shall have the meaning assigned thereto in Section 8(b) of the Agreement."

    The term "Line Modification" is added to Section 1 and defined as follows:

    ""Line Modification" shall have the meaning assigned thereto in Section 8(b) of the Agreement."

    The term "Standard Line Modification Cap" is added to Section 1 and defined as follows:

    ""Standard Line Modification Cap" shall have the meaning assigned thereto in Section 8(b) of the Agreement."

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The term "New Playing Surface" is hereby modified to "New Playing Field".

The term "New Stadium Turf" is added to Section 1 and defined as follows:

""New Stadium Turf" shall have the meaning assigned thereto in Section 3(f) of the Agreement."

The term "Standard Line Painting" is added to Section 1 and defined as follows:

""Standard Line Painting" shall have the meaning assigned thereto in Section 8(b) of the Agreement."

b) The following is added to the Agreement as Section 3(f):

(f) New Stadium Turf. Notwithstanding anything to the contrary in this Section 3, the parties acknowledge and agree that between December 1, 2024 and December 31, 2024, weather permitting, the Club shall, at its own expense, install a new plain green artificial turf surface at the stadium (the "New Stadium Turf"). The Club acknowledges and agrees that the New Stadium Turf will be in the same location as the existing turf and that under no circumstances will the Club remove any of the red rubberized surface at the Stadium that comprises the track and the areas between the track and the turf end zones. For the avoidance of doubt, the New Stadium Turf will be considered an Improvement as contemplated hereunder, and as generally described in Exhibit A. Upon request by the Club, the dates for such installation may be changed by the City Manager or their designee, provided that the parties acknowledge and agree that the installation shall be completed reasonably far in advance of the Club's 2025 League season. The New Stadium Turf shall be installed in accordance with all applicable laws, rules, regulations, industry and professional standards, and the League Rules. The New Stadium Turf shall be painted in accordance with the provisions of Section 8(b) below. Because the New Stadium Turf will not include a painted "Bulldog" logo, the Club agrees to (i) maintain the existing Bulldog signage on the Stadium pressbox and scoreboard, and (ii) work together in good faith with the Superintendent of the Portland Public Schools ("PPS") or their delegate to identify additional ways for the Club to ensure that the Bulldog logo, or other reasonably requested PPS imagery, is visibly displayed on the Stadium Premises.

c) Section 8(b) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Field Painting and Removal; Escrow.

.

(1) The Club and City anticipate that all lines for soccer, football, lacrosse, and field hockey will need to be painted on the New Stadium Turf at least twice per applicable season (collectively, "Standard Line Painting"). During the Term of this Agreement, the City will be responsible for performing the Standard Line Painting. Solely during the Initial Term, the Club will be responsible for the cost of the Standard Line Painting, which shall be paid by the Club in accordance with subsection (4) below.

(2) In connection with the Club's use of the Stadium as permitted hereunder, in its reasonable discretion, the Club may, at the Club's own expense,

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add and/or remove any painted lines or other markings (including Standard Line Painting) on the playing field at the Stadium in order to comply with League Rules (defined below) or to otherwise conform to the League's or the US Soccer Federation's guidelines (collectively, "Club Line Painting") (Standard Line Painting and Club Line Painting are referred to herein collectively as "Line Modifications"). The Club acknowledges and agrees that it will not allow Club Line Painting to interfere with previously scheduled use of the field by other Stadium users. For the avoidance of doubt, in the event that Club Line Painting includes removal of lines needed by other Stadium users, the Club shall repaint those lines in a timely manner such that the repainting will not interfere with previously scheduled use of the field by others.

(3) If, during the Initial Term, the City reasonably determines that Standard Line Painting is reasonably necessary for the use of the field by Stadium users other than the Club, the City will provide reasonable advance notice to the Club (by email or text message designated by the Club's President) of the need for such Standard Line Painting and the date and time by which such painting must be complete and the field ready for use. For the avoidance of doubt, the City will be responsible for coordinating all Standard Line Painting. If, during the Term, the Club reasonably determines that Club Line Painting is reasonably necessary for the use of the field by the Club, the Club will provide reasonable advance notice to the City (by email or text message designated by the City's Director of Parks, Recreation, and Facilities) of the need for such Club Line Painting, and which notice will include either (i) a statement by the Club that it will coordinate such Line Modification itself; or (ii) a request by the Club for the City to coordinate such Club Line Painting at the Club's expense. If the Club elects to coordinate the Club Line Painting itself, it agrees to complete, or cause its contractor to complete, such painting by the date and time reasonably requested by the City, and, in any event, in accordance with subsection (2) above. If the Club requests that the City coordinate the Club Line Painting, such painting will be subject to the payment provisions in subsection (4) below. In any event, all line painting and removal (including Club Line Painting) on the New Stadium Turf, whether performed by the City, the Club, or their contractors, will be done in a good and workmanlike manner in accordance with industry standards. For the avoidance of doubt, the provisions of this Section 8(b) are not intended to, and shall not, interfere in any way with the parties' other rights and obligations under this Agreement, including the Club's right to use and enjoyment of the Stadium as contemplated hereunder, or with the rights of other Stadium users who have previously scheduled use of the field.

(4) For Standard Line Painting made during the Initial Term, the City will submit an invoice to the Club. Subject to the Standard Line Painting Cap (as defined below), during the Initial Term, the Club will pay the City for all undisputed amounts due on the applicable invoice, up to a maximum amount of (i) $25,000 per calendar year, and (ii) $125,000 in the aggregate (the "Standard Line Painting Cap"). Each year of the Initial Term, the Parties will evaluate the commercially reasonable quoted pricing for the Standard Line Painting and discuss in good faith whether it is reasonably necessary and equitable to increase the Standard Line Painting Cap; ***provided***, however, that in the event that the Parties agree on such an increase, the Standard Line Painting Cap shall not exceed $30,000 in any calendar year and $150,000 in the aggregate during the Initial Term. The

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Club will pay each invoice submitted to it by the City for applicable Line Modification as set forth hereunder within 30 days after the date of the invoice. Any disputed amounts in any such invoice will be subject to the dispute resolution process set forth in Section 37 of this Agreement. For Club Line Painting made by the City during the Term, the City will submit an invoice to the Club. The Club will pay each invoice within 30 days after the date of the invoice. Any disputed amounts in any such invoice will be subject to the dispute resolution process set forth in Section 37 of this Agreement.

(5) In order to ensure that there is sufficient funding (up to the Standard Line Painting Cap) available for the Standard Line Painting described in this subsection (b), the Club, prior to the first Line Modification, will deposit the sum of $25,000.00 into a City-held, non-interest bearing escrow account pursuant to an escrow agreement in form and substance reasonably satisfactory to both parties (the "Line Painting Escrow Agreement"). The Line Painting Escrow Agreement will provide that the City may draw upon the escrow account if the Club fails to pay the painting invoices submitted by the City in a timely manner, subject to a reasonable cure period not to exceed ten (10) days. If and to the extent applicable, on or about January 1 of each subsequent year during the Initial Term, the Club shall deposit such additional amounts into the escrow account as are needed to bring the balance of the account to $25,000.00. At the end of the Initial Term, and after all amounts due and payable to the City under this subsection (b) have been paid, the City will return the remaining balance of the escrow account to the Club.

(6) Notwithstanding anything to the contrary in this subsection (b), but otherwise subject to the terms and conditions of this Agreement, if the term of the Agreement is extended beyond the Initial Term, the City will be responsible for all Standard Line Painting during such extension at the City's cost and at times that the City reasonably determines such painting is reasonably necessary.

(7) Paint removal. At any time during the Term, if paint removal is included in any Club Line Painting, the Club will be responsible for the cost of any such paint removal, and such paint removal will be subject to the procedures and payment provisions set forth in subsections 3 and 4 above.

(8) Notwithstanding anything to the contrary in this Agreement, the City retains the right, but not the obligation, to temporarily paint and remove, at its own expense, the Portland Public School Department's Bulldog logo or other markings on the New Stadium Turf from time to time.

d) Exhibit A to the Existing Agreement is hereby deleted in its entirety and replaced with the following:

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

Total expected capital expense: $2,500,000 - $3,000,000

New Artificial Turf Surface At The Stadium

- Install new plain green artificial turf surface (~10 year expected life)

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- Repair subsurface and install safety pad underneath (20+ year expected life)
- Projected expense range: $650,000 - $700,000

Site Lighting

- Install and upgrade current MUSCO lighting to meet USL specifications
- Projected expense range: $325,000 - $600,000

Press Box

- Make cosmetic and operational improvements to Press Box
- Likely to include infrastructure to improve broadcast and streaming operations
- City will have ability to use on non-gameday
- Projected expense range: $140,000 - $170,000

Team Locker Rooms

- Other Stadium users will have ability to use Visitor locker room on non-gamedays if not in use by the Club.
- Projected expense range, including site work and utilities to enable: $1,150,000 - $1,300,000

Club Storage Area

- Club to add storage containers
- City to have use of space in containers if available.
- Projected expense range: $10,000 - $20,000

Ticketing Entrance

- Club to improve ticketing entrance and Stadium access points, if needed
- City will have ability to use on non-gameday
- Projected expense range, if needed: $10,000 - $20,000

Audio System

- Club to improve Speaker and Audio system, if needed
- City will have ability to use on non-gameday
- Projected expense range, if needed: $40,000 - $50,000

Miscellaneous

- New Field Goal Posts
- Other Electronics Allowance
- Seating upgrades
- Site Accessories and Landscaping
- Associated design, engineering, utility connection costs
- Additional Operational and Fan Experience Elements
- City will have ability to use on non-gameday
- Projected expense range: $150,000 - $300,000."

2. Other Provisions Remain in Full Force and Effect. This Amendment shall modify and amend the Existing Agreement to the extent, and only to the extent, expressly set forth herein and all of the terms and provisions of the Existing Agreement that are not expressly amended, modified, waived, or replaced hereunder shall be unaltered and shall remain in full force and effect. From and after the Amendment Date, all references in the Existing Agreement to this "Agreement", "herein", "hereunder", and words of like import shall mean and refer to the Existing Agreement as amended by this Amendment. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning that those terms have in the Existing Agreement.

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3. Miscellaneous. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[*Signature page to follow*.]

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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium, to be effective as of the Amendment Date.

THE CITY OF PORTLAND

DocuSigned by:
By: Danielle West
A454661ZE752416...
Name: Danielle P. West
Title: City Manager

HEARTS OF PINE LLC,
a Maine limited liability company

By: **Portland United, LLC**,
a Maine limited liability company,
It's Sole Member

Signed by:
By: Gabe Hoffman-Johnson
7462629869114ED...
Name: Gabe Hoffman-Johnson
Title: Manager

Approved as to form:

Signed by:
Michael Goldman
5BDA6A4DE55B4E1...
City Corporation Counsel

Approved as to funds:

DocuSigned by:
Brendan O'Connell
C62EB6FC92754E7...
City Finance Director

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EXHIBIT A

Existing Agreement

[*Attached*]

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STADIUM USE AGREEMENT
FOR USE AND OCCUPANCY
OF
JAMES J. FITZPATRICK STADIUM

between

PORTLAND UNITED, LLC, a Maine limited liability company

and

THE CITY OF PORTLAND, a municipal corporation

DATED: as of December 18, 2023

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EXHIBITS

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

EXHIBIT B

DESCRIPTION OF EXCLUSIVE PREMISES

EXHIBIT C

DEPICTION OF STADIUM PREMISES

EXHIBIT D

DEPICTION OF PARKING FACILITIES

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STADIUM USE AGREEMENT
FOR USE AND OCCUPANCY OF
JAMES J. FITZPATRICK STADIUM

This Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium (this "Agreement") is made and entered into as of December 18, 2023 (the "Effective Date") in Portland, Maine, by and between Portland United, LLC, a Maine limited liability company (the "Club") and The City of Portland, Maine, a body politic and corporate (the "City").

RECITALS

A. The City owns that certain multipurpose sports stadium on Deering Avenue in Portland, Maine known as James J. Fitzpatrick Stadium (the "Stadium"). The Stadium is used for the exhibition of sport contests and other events including, but not limited to, high school and college soccer, lacrosse and football games.

B. The Club owns the rights to a professional soccer franchise in that certain professional soccer league known as "USL League One" within the professional soccer organization known as the United Soccer League (the "USL") (together, with all other leagues and affiliate entities within the USL, collectively, the "League"), and the Club anticipates it will begin hosting League soccer games during the 2025 USL League One season.

C. The City and the Club now propose that the Club construct improvements and additions to the Stadium (collectively, the "Improvements") in accordance with the Approved Plans (as hereinafter defined) and which are generally described or listed on Exhibit A attached hereto and by this reference made a part hereof.

D. The City and the Club propose that the Club use and occupy the Stadium to host League games and other events throughout the Term (as hereinafter defined).

NOW, THEREFORE, in consideration of the construction of the Improvements, the use of the Stadium, the covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Club and the City have agreed to enter into this Agreement and set forth herein their mutual agreements and understandings as follows:

1. Definitions. The terms as defined in this Section 1, shall have the following meanings in this Agreement unless the context otherwise requires:

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether

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through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

"Approved Architect" shall have the meaning assigned thereto in Section 3 hereof.

"Approved Construction Schedule" shall have the meaning assigned thereto in Section 3 hereof.

"Approved Facilities Construction Schedule" shall have the meaning assigned thereto in Section 3 hereof.

"Approved Facilities Plans" shall have the meaning assigned thereto in Section 3 hereof.

"Approved Plans" shall have the meaning assigned thereto in Section 3 hereof.

"Architect's Certificate" shall mean a certificate of the Approved Architect, stating that the Improvements have been completed and are ready for use and occupancy by the Club.

"Broadcast" shall mean any and all methods and formats of distributing audio and/or visual content of any Club Event (whether television, radio, digital, or otherwise) in a final usable broadcasted form to be viewed, listened to, otherwise consumed by an end-user, including, without limitation, television, radio, livestream and all other digital distribution of content, telecasts in theaters or other similar venues where multiple people in one location watch, listen, or otherwise consumer content simultaneously (in each case, whether or not any such broadcast requires the end-user to pay an admission charge, subscription fee, or so-called "pay-per-view" fee).

"Broadcast Receipts" shall mean the gross amount received by the Club from or arising out of the broadcast of any Club Event, whether paid directly to the Club or through a revenue sharing arrangement with the League.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal or State legal holiday or any day on which banking institutions in the State of Maine are authorized or required by law or other governmental action to close.

"CBA" shall mean any Collective Bargaining Agreement between the League (or any Affiliate of the League) and the United Soccer League Players Association (or any Affiliate or designee or successor association thereto).

"Club" shall have the meaning assigned thereto in the preamble hereof.

“Club Event” shall mean Home Games (as defined below) and all other Club-hosted events at the Stadium and/or on the Stadium Premises throughout the Term. All Club Events shall begin between 12:00 p.m. and 8:00 p.m. unless otherwise agreed to in writing by the City.

“Club Operated Parking Facility” shall have the meaning set forth in Section 2(b)(i).

"Club Products" shall mean the Club or any other League club or League programs, year books or similar written and/or photographic material, scarves, soccer balls, posters, pins, clothing,

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pennants, caps, collectibles, and any and all other Club, or other League club or League, apparel or other merchandise inclusive of Club, other League club, and/or League logos or other marks.

"Club Storage Area" means two (2) 20' (length) x 18' (width) x 8'6" (height) storage containers (i) selected by the Club, in its reasonable discretion, (ii) paid for by the Club, and (iii) placed in a reasonable area designated by the City within the Stadium Premises, which area shall be subject to relocation by the City upon reasonable prior notice to the Club; *provided* that any such new location shall be reasonable and within the Stadium Premises. For clarity, the Club Storage Area is for the Club's exclusive use; provided, however, if the Club determines in its sole discretion, there is additional space available, the City will be permitted to utilize such additional space for reasonable storage purposes.

"City" shall have the meaning assigned thereto in the preamble hereof.

"Concessions" shall mean the business of selling, renting and/or furnishing goods and/or services, including, without limitation, food, beverages (including alcoholic and non-alcoholic beverages), souvenirs, novelties, apparel and any other merchandise during Club Events. For the avoidance of doubt, the term Concessions does not include parking.

"Construction Completion Date" shall mean the date on which the Improvements are complete and ready for use and on which a certificate of occupancy has been issued by the City of Portland Permitting & Inspections Department (or appropriate authority as applicable).

"CPI" shall mean the United States Department of Labor - Bureau of Labor Statistics Consumer Price Index for Portland, Maine (All Urban Consumers, All Items) (1982-1984=100). If the CPI formula should be revised, such revised CPI shall be modified, if necessary, by making such adjustments as may be required to produce substantially equivalent financial results to those that would have resulted if the formula had not been revised. If the CPI should be so revised that such adjustment cannot reasonably be made, or if the CM shall be discontinued, there shall be substituted for the CPI a reasonably reliable and comparable index or other information furnished by a government or independent third party source evaluating changes in the cost of living or purchasing power of the consumer dollar in Portland, Maine hereof.

"Damage" shall have the meaning assigned thereto in Section 20 hereof.

"Damage Estimate" shall have the meaning assigned thereto in Section 20 hereof.

"Excluded Games" shall have the meaning assigned thereto in Section 9 hereof.

"Exclusive Premises" shall mean the Club Storage Area and home locker room in each case described in greater detail on Exhibit B attached hereto and by this reference made a part hereof.

"Fixed Signage" shall mean any physical signage (including, without limitation, the sale of advertising space) that is (1) placed and operated within the Stadium Premises by the Club, and (2) remains continuously visible throughout the Term.

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"Force Majeure Event" shall mean any of the following events which prevents a party from performing its obligations hereunder: any act of God, strike, lockout, League dissolution, termination or expiration of Club's expansion and/or franchise agreement with the League, or other industrial disturbance; pandemic, epidemic or any other outbreak; act of public enemy, blockade, war, insurrection, or riot; landslide, earthquake, tornado, fire, storm, flood, or washout; title dispute, or other litigation; governmental restraint, either federal or state, civil or military; civil disturbance; or explosion.

"Home Game" shall mean any League Game, Pre-Season Game, or Post-Season Game played by the Club at the Stadium.

"Improvement Completion Date" shall have the meaning assigned thereto in Section 3 hereof.

"Improvements" shall have the meaning assigned thereto in the recitals hereof.

"League" shall have the meaning ascribed to it in the recitals hereof.

"League Game" shall mean any professional soccer game scheduled by the League between the Club and another league member the outcome of which shall be included in determining the participants in the applicable League playoffs.

"Material Change" shall mean (i) any change (which shall include any single change or two or more changes which cumulatively comprise a material change) in (1) the general character, design, color or general aesthetic appearance of the exterior of the Improvements; (2) the size or capacity of the Improvements or the quality of the materials used therein; or (3) the orientation of or access and entrance to the Stadium; and (ii) any other material change, if the cost of such change, as reasonably estimated by the Club, is in excess of Two Hundred Thousand Dollars ($200,000).

"Net Club Revenue" shall mean, with respect to each Club Event, the sum of the following, whether paid to the Club (or an Affiliate thereof), or to any Person authorized to receive the same on behalf of the Club (or an Affiliate thereof):

(i) the total of all dollar amounts paid for any ticket or other source of admission to Club Events, including any license fee charged in excess of the ticket charges (if applicable);

(ii) all Net Concession Revenues;

(iii) all Net Signage Revenues; *provided*, *however*, that the City shall be entitled to fifteen percent (15%) of all Net Signage Revenues received by Club from Fixed Signage at the Stadium during the Term (the "City Signage Revenue");

(iv) all revenues resulting from the sale of Club Products;

(v) all revenue derived from the sale of audio and/or visual broadcast rights to Home Games or any other Club Event (regardless of the form or medium of broadcast or distribution);

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(vi) all revenue derived from commercial sponsorships or any other media activities, subject to (iii) above with respect to Fixed Signage; and

(vii) all other revenues received by the Club (or Affiliate), directly or indirectly, including as a result of a League initiative or requirements.

(viii) Net Club Revenue does not include parking revenue.

"Net Concession Revenue" shall mean all revenue derived from Concessions and catering sales within the Stadium Premises during Club Events less all reasonable fees and expenses paid to or retained by the applicable concessionaire or other vendor in accordance with any concession (or other) agreement with the City or the Club in connection with the operation of Concessions stands/booths or other similar services during Club Events.

"Net Parking Revenue" shall mean all revenue derived from the operation of On-Site Parking Facilities and Off-Site Parking Facilities during Club Events less all documented reasonable fees and expenses paid or otherwise incurred by the City, or, in the case of Club Operated Parking Facilities, the Club, in connection with the operation of the Parking Facilities during Club Events.

"Net Signage Revenue" shall mean all consideration received by the Club in connection with the operation of the scoreboard and all Fixed Signage and Temporary Signage at the Stadium during the Term less the Club's documented expenses incurred in the operation and marketing of such scoreboard and signage.

"New Playing Surface" shall have the meaning set forth in Section 3(a)(vi) hereof.

"Notice" shall have the miming assigned thereto in Section 30 hereof.

"Off-Site Parking Facilities" shall mean those areas in the general vicinity of the Stadium that are owned or controlled by third parties and are currently available for the parking of motor vehicles, including the areas identified as Maine Med 1, Maine Med 2, and King Middle School on Exhibit D.

"On-Site Parking Facilities" shall mean those areas owned by the City adjacent to or near the Stadium that are currently available for the parking of motor vehicles by persons attending events at the Stadium, including the areas identified as Hadlock, Gated Lot, Trough/Expo, and Fitzpatrick on Exhibit D.

"Parking Facilities" shall mean, collectively, the On-Site Parking Facilities and the Off-Site Parking Facilities.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

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"Post-Season Game" shall mean any game played by the Club at the Stadium following the completion of the scheduled Regular Season as part of the USL League One Playoffs organized by the League, culminating with the USL League One championship game.

"Pre-Season" shall mean the period from the first regularly scheduled Pre-Season Game to the last regularly scheduled Pre-Season Game of the Club in the Stadium.

"Pre-Season Game" shall mean any soccer game played by the Club in the Stadium during the Pre-Season.

"Project Costs" shall mean the following costs to the extent that such costs are incurred or accrued by or for the account of the Club for the construction and development of the Improvements in accordance with the terms of this Agreement, not reimbursed or reimbursable by others, and properly allocable to the Improvements: all architectural and engineering costs, all permit costs, all direct costs for labor, materials and subcontract performance that are incorporated into the Improvements, demolition costs, construction costs, the cost of equipment and other capital improvements installed in the Stadium Premises, site preparation costs, and all other costs which would customarily be considered to be "hard costs" or "architectural or engineering costs" of the Improvements and otherwise satisfy the criteria set forth in this sentence.

"Regular Season" shall mean the period from the first League Game to the last regularly scheduled League Game of the Club in the Stadium as established by the annual schedule of the League, including Post-Season Games.

"Revised Plans" shall have the meaning assigned thereto in Section 3 hereof.

"Stadium" shall have the meaning assigned thereto in the recitals hereof.

"Stadium Premises" shall mean that part of the Stadium within the Stadium's perimeter wall necessary for the proper exhibition of professional soccer according to League rules, standards, and guidelines, including the playing field, seating, locker rooms, medical room, press box, Club Storage Area and ticket sales facilities as set forth on the drawing attached hereto as Exhibit C.

"Temporary Signage" shall mean any signage (including, without limitation, the sale of advertising time or space) that is (1) placed and operated by the Club, whether within the Stadium Premises or otherwise and (2) unless otherwise agreed to by the Parties, is only visible during Club Events.

"USL" shall have the meaning ascribed to it in the recitals hereof.

2. Premises.

(a) Right to Use and Occupancy. The City hereby grants to the Club the right to use and occupy the Stadium and Stadium Premises, but only for the purpose, at the time during each calendar year, for the consideration, and upon the terms and conditions expressed in this Agreement. The City warrants and represents that it has the right and power to grant the rights granted herein. The Club acknowledges and agrees that it has inspected the Stadium and Stadium

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Premises and it agrees to accept them and all equipment furnished therewith as is and where is, and Club acknowledges that City has not made any warranties or representations of any kind with respect thereto, except as expressly provided in this Agreement.

(b) Parking.

(i) Spectator Parking. For each Club Event, and for so long as the Parking Facilities are available for the City's use in connection with this Agreement, the City shall have the sole right to operate or cause to be operated the Parking Facilities for parking of spectator motor vehicles for each Club Event. Commencing approximately two (2) hours prior to the scheduled start of each Club Event, the City shall provide staff to operate or cause to be operated the Parking Facilities as set forth in this Section. If the City reasonably determines, however, that the City is not able to sufficiently operate one or more of the Parking Facilities for a Club Event, the City shall provide no less than 48 hours advanced notice to the Club, and the Club will have the right to operate, or engage a third party to operate, such Parking Facility or Facilities (or any portion thereof) for such Club Events (in each case, a "Club Operated Parking Facility").

(ii) Club Parking. For each Club Event, and for so long as the Parking Facilities are available for the City's use in connection with this Agreement, the Club shall have the right at no additional cost to the Club, to use and occupy thirty (30) On-Site Parking Facilities parking spaces for Club players, coaches, staff, and any other Club or League personnel at no cost to the Club. Upon 48 hours prior written notice to the City, the Club may reserve up to twenty (20) additional parking spaces for such personnel for which the Club shall pay the City 80% of the City's standard rate for the spaces. For any additional non-reserved parking spaces used by the Club, the Club will pay to the City the standard rate for the spaces.

(iii) Parking Revenues. Subject to Section 2(b)(iv), for each Club Event, the City shall collect and retain all Net Parking Revenue.

(iv) Parking Revenues for Club Operated Parking Facility. For each Club Event for which the City has determined that it is not able to operate one or more Parking Facilities and the Club (or a third party acting on behalf of the Club) operates a Club Operated Parking Facility, the Club shall collect all Net Parking Revenue from any such Club Operated Parking Facility, and the Club shall promptly remit to the City payment in an amount equal to one hundred percent (100%) of all such Net Parking Revenue. Along with said payment, Club shall provide the City with copies of supporting documentation of all revenues and expenses related to Club Operated Parking Facilities in form and substance reasonably satisfactory to the City.

(v) The Club acknowledges and agrees that the parties that own or control the Off-Site Parking Facilities may no longer allow the City to use such facilities at some point in the future. The City also reserves the right to add to or reduce the number of parking spaces in the On-Site Parking Facilities at any time. The City makes no representations or warranties about the number of available parking spaces in any Parking Facility during the Term of this Agreement.

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(c) Exclusive Premises. Notwithstanding anything to the contrary herein, the City hereby grants to the Club the exclusive right to use and occupy the Exclusive Premises throughout each year during the term of this Agreement.

3. Construction of Improvements.

(a) Improvements.

(i) Approval of Program and Estimate. The Club shall deliver to the City a copy of its proposed construction program and estimate for the Improvements on or before February 1, 2024. If the City does not approve of the Club's proposed construction program and estimate for the Improvements, the City shall deliver to the Club written notice of its disapproval within twenty (20) Business Days after its receipt thereof; *provided*, *however*, subject to any applicable laws, the City's approval shall not be unreasonably withheld. If the City does not provide such notice of its disapproval within the time period set forth above, the City will be deemed to approve the Club's proposed construction program and estimate for the Improvements. If the City disapproves such proposed program and estimate, then the City's disapproval notice shall set forth the City's reasons for such disapproval in reasonable detail. Upon receipt of any such disapproval notice, the Club and the City shall work together in good faith to revise the proposed program and estimate to address the City's reasons for disapproval within fourteen (14) Business Days after the Club's receipt of the disapproval notice; *provided*, that any such revisions must be in compliance with the rules, guidelines, and standards set forth and required by the League and applicable laws, ordinances, regulations, and rules. Each resubmission of the program and estimate shall be subject to the same approval process applicable to the original proposed program and estimate under this Section 3(a)(i). For the purposes of this Agreement, any program and estimate for the Improvements approved by the City in accordance with this Section 3(a)(i) shall be referred to as the "Approved Program and Estimate." The Club shall deliver to the City a description prepared by the Club's chosen architect of any changes, additions, or modifications to the Approved Program and Estimate. Any Material Change to the Approved Program and Estimate is subject to the City's prior written approval, which shall either be granted or denied within ten (10) Business Days after the City's receipt of the modified program and estimate incorporating any such Material Change.

(ii) Approval of Construction Schedule. On or before May 1, 2024, the Club shall deliver to the City a reasonably detailed schedule for the construction of the Improvements. If the City does not approve of the Club's schedule for the construction of the Improvements, the City shall deliver to the Club written notice of its disapproval within twenty (20) Business Days after its receipt thereof; *provided*, *however*, the City's approval shall not be unreasonably withheld. If the City does not provide such notice of its disapproval within the time period set forth above, the City will be deemed to approve the Club's schedule for the construction of the Improvements. For clarity, the proposed construction schedule shall provide that construction of the Improvements shall (1) commence on or before July 1, 2024, (2) be completed prior to the commencement of the Club's first Pre-Season Game in 2025, and (3) be performed in a manner so as not to prevent or interfere with the playing of any games or unreasonably interfere with the use, occupancy or enjoyment of the Stadium by other Stadium tenants or their patrons. If the City disapproves such proposed schedule, then the City's disapproval notice shall set forth the City's reasons for such disapproval in reasonable detail. Upon receipt of any such disapproval

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notice, the Club and the City shall work together in good faith to revise the proposed construction schedule to address the City's reasons for disapproval within fourteen (14) Business Days after the Club's receipt of the disapproval notice; *provided*, that any such revisions must be in compliance with the rules, guidelines, and standards set forth and required by the League and applicable laws, ordinances, regulations, and rules. Each resubmission of such schedule shall be subject to the same approval process applicable to the original proposed schedule under this Section 3(a)(ii). For the purposes of this Agreement, any construction schedule for the Improvements approved by the Club in accordance with this Section 3(a)(ii) shall be referred to as the "Approved Construction Schedule."

(iii) Approval of Plans. The Club shall submit for City approval a copy of its proposed construction drawings, plans, and specifications for the Improvements as they are from time to time prepared in accordance with the Approved Construction Schedule and Approved Program and Estimate. If the City does not approve of such proposed construction drawings, plans and specifications, the City shall deliver to the Club written notice of its disapproval within twenty (20) Business Days after its receipt thereof. If the City does not provide such notice of its disapproval within the time period set forth above, the City will be deemed to approve the Club's proposed plans and specifications for the Improvements. If the City disapproves such proposed plans and specifications, then the City's disapproval notice shall set forth the City's reasons for such disapproval in reasonable detail. Upon receipt of any such disapproval notice, the Club and the City shall work together in good faith to revise the proposed construction schedule to address the City's reasons for disapproval within fourteen (14) Business Days after the Club's receipt of the disapproval notice; *provided*, that any such revisions must be in compliance with the rules, guidelines, and standards set forth and required by the League and applicable laws, ordinances, regulations, and rules. Each resubmission of plans and specifications shall be subject to the same approval process applicable to the original proposed plans and specifications under this Section 3(a)(iii). For the purposes of this Agreement. any plans and specifications for the Improvements approved by the Club in accordance with this Section 3(a)(iii) shall be referred to as the "Approved Plans."

(iv) Prosecution of Construction. The Club shall (A) use commercially reasonable efforts to minimize any interference that the construction of the Improvements may have on the other Stadium tenants and their respective patrons' use of the Stadium, and (B) use its commercially reasonable efforts to ensure that the construction is being completed substantially in accordance with the Approved Construction Schedule. In no event will the Club allow its construction or any other activities to prevent any other Stadium tenant or licensee or their patrons from occupying and using the Stadium and the Stadium Premises for an event at the Stadium.

(v) Cost of Construction. The Club shall expend not less than, and shall not be required to spend more than, One Million US Dollars ($1,000,000) in Project Costs for the construction of the Improvements. In the event that the projected Project Costs based upon the construction bids for the construction of the Improvements and in accordance with the Approved Program and Estimate and Approved Plans exceed One Million US Dollars ($1,000,000) in Project Costs, then the Club may either , in its reasonable discretion, (1) prepare revisions to the Approved Plans (the "Revised Plans") and submit them to the City for review and approval in accordance with the procedures set forth in section 3(a)(i)-(iii), or (2) terminate this Agreement. Once the

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construction of the Improvements has commenced, the Club shall pay for all costs and expenses that arise in connection with such construction (including, without limitation, any cost overruns).

(vi) The Club acknowledges that (i) the City is considering constructing a new synthetic turf field playing surface to be installed at a location approved by the City (the "New Playing Field"), and will not be included as part of the Improvements, but rather will be designed, developed, and constructed by the City, (ii) the Club agrees that the Club will be responsible for a portion of the total cost thereof in the amount of Two Hundred Thousand US Dollars ($200,000). The Club will provide the City with such payment on the later of (1) December 31, 2026, or (2) the date that the City either (a) includes the New Playing Field in its annual capital improvement program or (b) otherwise secures grant or other financial commitments for funding the remaining costs of the New Playing Field. Such payment is in addition to and is not included in the Project Costs set forth above. The City will be responsible for the remaining portion of the cost of the New Playing Field. All decisions related to the location, design, construction, and construction schedule for the New Playing Field will be made in the City's sole discretion. If the City does not complete construction of the New Playing Field prior to the termination of this Agreement, the City will return the $200,000 payment to the Club within thirty days after termination.

(b) Contractors; Subcontractors. Upon reasonable request from the City, the Club shall provide the City with a list of design/build team contractors and subcontractors that the Club, in its reasonable discretion, has selected to work on the Improvements. The Club shall use commercially reasonable efforts to ensure that all contractors and subcontractors comply with all material legal requirements in connection with the performance of all construction work.

(c) Performance of Construction Work. The Club shall, at its own cost and expense construct or cause to be constructed at the Stadium, the Improvements in accordance with the Approved Plans and the Approved Construction Schedule. Any and all construction work shall be done diligently, in conformity with all applicable legal and environmental requirements, including, without limitation, the Americans with Disabilities Act (42 U.S.C. §12101, et. seq.) and the Building and Fire Codes of the City of Portland, Maine, in a good and workmanlike manner, under the supervision of the Approved Architect, and in accordance with all applicable industry and professional standards. Once the Club commences the construction of the Improvements, the Club will diligently prosecute such construction to completion in accordance with the Approved Construction Schedule and the Approved Facilities Construction Schedule, respectively, subject to delays resulting from Force Majeure Events outside of the control of the Club. The Club shall obtain, at its sole expense, all building permits and other approvals necessary for the construction of the Improvements and shall commence construction thereof on or about a date mutually agreed upon by the Parties. The Club shall use its commercially reasonable efforts to complete construction of the Improvements on or before a date mutually agreed upon by the Parties.

(d) City Inspections. The City and its representatives may, from time to time, at the City's own cost and expense, during reasonable business hours, in a manner which will not unreasonably interfere with construction work in progress, inspect the Improvements and the construction thereof and shall be furnished, upon request, with copies of all plans, shop drawings, and specifications relating to the Improvements to determine whether or not the construction of the Improvements is being or has been done in accordance with the provisions of this Agreement,

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the Approved Plans and the Approved Facilities Plans. Prior to making such inspections, the City shall notify the Club's designated contact person which, as of the date of this Agreement, is Gabe Hoffman-Johnson. If the City inspectors determine in their commercially reasonable discretion that any such work is being done contrary to the obligations set forth in Section 3 of this Agreement, including the Approved Plans and the Approved Facilities Plans, the City will provide the Club prompt notice thereof (a "Noncompliance Notice"). Upon the Club's receipt of such Noncompliance Notice, the Club will have a reasonable amount of time to cure any such noncompliance, or otherwise dispute the alleged noncompliance set forth in the Noncompliance Notice in accordance with the dispute resolution process set forth in Section 36 of this Agreement. The Club acknowledges and agrees that any such inspection by the City is for purposes of determining compliance with the provisions of this Agreement, the Approved Plans and the Approved Facilities Plans and that such inspections shall not be deemed to impose any duty or liability upon the City to supervise any aspect of or approve the quality of the Improvements or any construction work.

(e) Permits. The Club shall, at its own expense, obtain all permits, licenses and other governmental approvals and authorizations which are required for the construction, operation or occupancy of the Improvements. Before allowing occupancy or use of the Improvements, the Club, at its own cost and expense, shall obtain and deliver to the City certificates of occupancy for the Improvements.

4. Term; Option to Extend Term.

The term of this Agreement shall begin on February 1, 2024 and, unless earlier terminated in accordance with the terms hereof, shall expire on the last day of the Post-Season during the 2029 calendar year (the "Initial Term"). The Club shall have two (2) consecutive options (each a "Club Extension Option") to extend the term of this Agreement beyond the Initial Term, in each case for a Five (5) year renewal term (each renewal term, together with the Initial Term, collectively, the "Term"); *provided*, *however*, in order to exercise a Club Extension Option, the Club must provide the City with no less than sixty (60) days' prior written notice thereof, and the Club must not be in material default under the provisions of this Agreement at the end of the then-current Term.

5. Use and Occupancy.

(a) Soccer Games and Other Club Events. Subject to the provisions of subsection 5(b) below, the Club shall have the exclusive right to play professional soccer games (and conduct pregame, half-time and post-game activities) at the Stadium Premises on each Club Scheduled Date on which a Home Game is to be played during the period commencing with the Pre-Season and including the Regular Season and, if Post-Season games are to be played as Home Games, the Club shall have the right to do so during the Post-Season, during each year of the Term covered by this Agreement. The Club shall exercise this exclusive right only on the dates (day or night) regularly scheduled for professional soccer games in accordance with the official League schedule pertaining to professional soccer games to be played and hosted within the Stadium Premises by the Club. For all Club Events, the Club will have access to the Stadium and Stadium Premises in accordance with the terms hereof at least six (6) hours prior the scheduled start of time of the event. The City will work with the Club in good faith to provide the Club additional access to the Stadium (beyond the dates set forth above) for Club practices and other training.

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Notwithstanding anything to the contrary in this Agreement, the Club acknowledges and agrees that it may not be able to schedule a Post Season game at the Stadium if another Stadium user is already scheduled to use the Stadium on a given day during the Post Season. In the event of a schedule conflict, the Parties will work together in good faith to achieve a reasonable solution, but under no circumstances will the City be obligated to cancel another Stadium user's scheduled event at the Stadium in order to accommodate the League's Post Season schedule.

(b) Exercise of Club's Selection of Dates. On or before the 1st day of September of each calendar year during the Term, the City shall provide the Club with a list in writing of no less than forty (40) dates (including at least 30 weekend dates and 10 weekday dates) within the reasonably anticipated timeframe of the Regular Season in the following calendar year for the Club to choose from for scheduling of Club Events (the "Offered Dates"). Within 10 business days after the Club's receipt of the Offered Dates, the Club will notify the City in writing of its selection of twenty-five (25) of the Offered Dates, including anticipated Post Season Game dates, and the City will reserve those dates for the Club's use (the "Club Reserved Dates"). Such final selection of Club Reserved Dates shall be binding and not subject to change, except as set forth below or as otherwise agreed to in writing by the Parties. After Club Reserved Dates have been selected, and after the City reasonably determines that other potential Stadium users have had a reasonable opportunity to schedule dates for use of the Stadium, the Club may request additional dates for Club Events by following the City's ordinary scheduling process utilized by other Stadium users. Once the League has confirmed the final schedule for the then-upcoming Regular Season, the Club will provide the City with a copy thereof and, to the extent that the Club determines in its sole discretion that any Club Reserved Dates are not needed for Home Games or scheduled Club Events, those Club Reserved Dates will be "released" back to the City for use through its ordinary scheduling process. All Club Reserved Dates that are not released back to the City and other dates scheduled by the City for the Club after the Club selects the Club Reserved Dates are referred to herein as "Club Scheduled Dates." In the event that the Club does not advance to the League playoffs, the Club will release any Post Season Game Club Scheduled Dates to the City.

(c) Sale of Club Products. The Club shall have the exclusive right during the term of this Agreement, to sell, either directly or through others, Club Products. The City agrees to make available to the Club or its designated licensee(s) during Club Events (i) reasonable, nonexclusive space at the concession stand for the sale of Club Products and (ii) unimproved space in one or more locations reasonably determined by the City, after good faith discussion with the Club, within the Stadium Premises to locate one or more "pop-up" or temporary specialty stores for the sale of Club Products.

(d) Permits and Approvals; Signs. The Club acknowledges and agrees that it is solely responsible for securing all necessary or required permits and approvals for its operation of a professional soccer team and its proposed uses of the Stadium and the Stadium Premises. All signs shall conform to the City of Portland signage standards and Club shall, at its own expense, acquire all necessary permits and approvals to erect said signs. When signs are erected, Club agrees that such signs shall be maintained in good condition at the sole cost and expense of the Club. The City makes no representations or warranties as to the suitability of, or the ability to obtain any regulatory approvals for the Club's use of the Stadium and the Stadium Premises. The Club further acknowledges and agrees that this Agreement only grants permission to use the Stadium and the Stadium Premises in accordance with the terms and conditions set forth herein

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and that this Agreement is not a building permit or a license or permit to operate a business or any concession. The Club acknowledges and agrees that the City of Portland is acting as the owner of the Stadium and the Stadium Premises in connection with this Agreement, and not in its regulatory capacity. Accordingly, except as specifically set forth in this Agreement, nothing in this Agreement obligates any City official or employee to grant any permit, license, or other regulatory approval requested by the Club in connection with its use of the Stadium or the Stadium Premises.

(e) Restoration. The Club agrees that at all times during the Term and upon termination of this Agreement, the Club shall restore, repair, and replace all aspects of the Stadium and Stadium Premises that are disturbed or damaged as a result of the Club's presence or use of the Stadium or the Stadium Premises or the presence or use of its employees, players, contractors, subcontractors, invitees, or volunteers, reasonable wear and tear excepted. Any and all such repair, replacement, and restoration work shall be performed to the City's reasonable satisfaction and at the sole expense of Club. The Club acknowledges and agrees that its obligation to repair, replace, and restore all aspects of said property under this paragraph shall survive the termination of this Agreement.

(f) Club acknowledges and agrees that, so long as the City is not in material default under this Agreement, Club shall defend, indemnify, and hold the City harmless at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments (collectively, "Claims"), just or unjust, arising out of or relating to any contracts between the Club and any third parties.

6. Media.

(a) Broadcasts and Exhibitions. Subject to applicable League rules, the Club shall have the right to receive all revenue derived from any broadcast, dissemination or exhibition described in this Section 6(a). Nothing herein is intended to limit the right of the Club to authorize broadcasts or dissemination by radio, television, internet or other digital means, or otherwise of professional soccer games, or any other events in which the Club participates, played or hosted away from the Stadium by the Club. The Club shall have the exclusive right, with respect to radio, television, internet or other digital means, as follows:

(i) to broadcast and disseminate, by radio, television, internet streaming or any other digital means, or any other method of transmission or communication, livestream and/or any audio and video reports or highlights of all and/or any part of all Club Events and any other events in which the Club participates at *any* location during the term of this Agreement; and

(ii) to authorize the exhibition of Home Games by means of any method of Broadcast, in the Club's absolute discretion.

(b) Commercial Sponsors. The Club shall have the exclusive right to authorize and receive all revenues derived from the sale of commercial sponsorships of (i) any Broadcast of any Club Event, or any other events in which the Club participates at *any* location during the term of this Agreement, and (ii) any Broadcasts of special Club programs originating from the Stadium prior to any of such Club Events or other events.

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(c) Press Facilities. On each day that the Club has scheduled a Club Event and the right to use and occupy the Stadium Premises in accordance with Section 5 hereof, the City shall make the press box available for use by the Club (and journalists and media representatives), without additional cost to the Club.

7. Consideration.

(a) Net Club Revenue. Commencing with the 2025 Pre-Season and thereafter throughout the term of this Agreement, and subject to the City Signage Revenue, the Club shall receive all Net Club Revenue for each Home Game played by the Club at the Stadium Premises, and for all other Club Events that take place within the Stadium Premises.

(b) Payments to the City. For each Home Game played during the Term of this Agreement (as applicable depending on the Club's exercise of the Club Extension Option), the Club shall pay the following, as consideration to the City for and on account of the Club's use and occupancy of the Stadium and Stadium Premises hereunder:

(i) In consideration of the Improvements and the Club's contribution to the New Playing Field, for each of the first ten (10) calendar years during the Term of this Agreement, the Club shall pay no rental fees for the Stadium, but Club shall be responsible for the fees and costs associated with permitted events at the Stadium, including fees and costs for public safety personnel, at the then-current rates, in each case as provided by the City in writing to the Club. Notwithstanding the foregoing, until such time as the Improvements are completed, if the Club uses the Stadium as permitted hereunder to host Club Events, the Club shall pay the City all use and rental fees charged by the City to other Stadium users for the Club's use of the Stadium during such Club Events; and

(ii) In the event that the Club exercises the second Club Extension Option, then, commencing upon the beginning of the second extension and thereafter throughout the Term of this Agreement, the Club shall pay the City all then-current applicable use and rental fees and other fees and charges (as provided by the City in writing to the Club) charged by the City to other Stadium occupants/licensees.

8. Use and Occupancy by the City.

The City reserves, and shall have the exclusive right to, the use and occupancy of the Stadium (other than the Exclusive Premises), and to the possession thereof, at all times during the Term of this Agreement, except during the Club Scheduled Dates and any other dates that such use and occupancy is granted to the Club, as provided hereunder.

City Covenants.

(a) Maintenance of Stadium Premises; Cleaning; Trash Removal. Except as otherwise provided herein, during the Term, the City shall maintain the playing field at the Stadium, the Stadium, and the Stadium Premises in substantially the same condition that they were in at the beginning of the Term. The City will also be responsible for maintaining the Improvements, except for the Exclusive Premises, in good working order, reasonable wear and

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tear excepted. Such maintenance will be performed in the City's reasonable discretion. The Club will be solely responsible for all maintenance and repair of the Exclusive Premises.

During the Term, the City shall, at its expense, furnish all labor, material, supplies, and equipment necessary to maintain and clean the Stadium and keep it in an orderly condition, including the prompt removal and disposal of all rubbish, trash and garbage in the Stadium prior to the time the Club is permitted to use the Stadium for each Club Event.

Unless otherwise specified in this Agreement, the City has no other obligations to maintain, repair, or replace any aspect of the playing field, the Stadium, the Stadium Premises, the Parking Facilities, or any other property subject to this Agreement in any manner above and beyond the City's customary practice for maintenance of the same as it relates to the use of the Stadium by other users/licensees.

(b) Field Painting; Restoration. The Club will not paint or remove paint from the playing field at the Stadium without the City's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. If the City consents to the Club's painting or removal of paint from the field, the Club will do so at the Club's sole expense, and the Club will repaint the playing field to the City's reasonable satisfaction, and at times specified by the City to ensure that appropriate lines, logos, or other markings are in place for other Stadium users. For clarity, the City acknowledges and agrees that, in order for the Club to host Home Games at the Stadium, the Club may be required to paint and remove paint from playing field at the Stadium in order to comply with applicable requirements for the exhibition of a professional soccer team participating in the League.

(c) Additional Covenants. Notwithstanding anything to the contrary herein, the City covenants and agrees that:

(i) it shall deliver the Stadium Premises to the Club prior to each Club Event in a condition comparable to the condition of the Stadium Premises delivered to other licensees/occupants;

(ii) at the Club's reasonable discretion, visiting soccer clubs shall be permitted to practice on the Stadium Premises' playing field on Club Scheduled Dates during the six (6) hour period prior to the scheduled start of time of the Club Event.

(d) Club acknowledges and agrees that the City has no obligation to incur any cost or expense, provide any services, or perform and maintenance repairs under this Agreement except those specified in this Agreement.

9. Crowd Control-Security Enforcement and Traffic Control

(a) Security. To the extent the Club, in its reasonable discretion, deems it necessary for any Club Events, the Club shall be responsible for non-police officer crowd control and security enforcement within the Stadium and Stadium Premises for each Club Event and shall provide appropriate personnel therefor. In the event that the City reasonably determines that police, fire, and/or paramedic services are necessary for any Club Event, then the Club shall pay for the

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wages of required personnel and all other reasonable costs and fees associated with providing such personnel.

(b) Traffic Mitigation. The Club and the City shall work together in good faith to implement a traffic mitigation program as reasonably necessary to control traffic in and out of the Stadium and the Parking Facilities.

10. Intentionally omitted.

11. Operating Costs. For all Club Events, the City will only pay for customary expenses to operate and maintain the Stadium Premises that the City, in its reasonable discretion, determines are identical or substantially similar to those expenses for which it is responsible in connection with other (non-Club Event) events within the Stadium Premises. For clarity, in connection with each Home Game, the Club shall pay for all expenses incurred in connection with all announcers, fan experience and all other game day operations staff, Concessionaires, personnel for home and visitor bench areas, banners and decorations, any other Club promotional activities or activations in connection with such Home Game and in order to ensure compliance with any additional League requirements, and any other reasonably necessary costs that the City is not required to pay for hereunder.

12. Signage

(a) Signage; Scoreboard Arrangement. Subject to the City's approval, not to be unreasonably withheld, the Club shall be permitted to install, maintain and operate, or supply a scoreboard and other signage at the Stadium suitable for professional soccer, in accordance with applicable League guidelines and applicable sign laws, ordinances, rules, and regulations. The Club shall have the right to (1) operate, manage and control all scoreboards and signage at the Stadium at all times during the Term of this Agreement (other than during non-Club Events at the Stadium, at which time the City shall have the right to operate the scoreboards), (2) manage all advertising and promotional programs thereon or otherwise in connection therewith, and (3) subject to the City Signage Revenue, collect all Net Signage Revenues at all times throughout each year during the Term of this Agreement.

(b) The City shall be entitled to place City and school signage at the Stadium and Stadium Premises in areas not then in use by the Club. Club will not remove or relocate any such signage or any other signage existing at the Stadium or Stadium Premises as of the Effective Date without the City's prior written approval.

13. Entry and Inspection

The City reserves, and always shall have the right to enter the Stadium for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Stadium or to inspect the operations conducted therein. The City shall use its best efforts to assure that any such entry or inspection shall be conducted in such a manner so as to minimize any interference with the Club's use of the Stadium. In the event that any such entry or inspection by the City discloses that the Stadium is not in a reasonably safe or satisfactory condition the City shall have the right to cause the Club to correct any such unsafe or unsatisfactory condition created by the Club or by the Club's use or occupancy of the Stadium Premises, except to the extent that the correction of

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such condition is within the scope of the City's maintenance, operation, repair or other general obligations hereunder.

14. Utilities and Service

The City shall furnish, without cost to the Club, gas, electric power, water and sewer services, subject to state and federal regulations regarding energy consumption; *provided, however*, the Club will be responsible for payment of utility costs attributed to the use of the Stadium lights during Club Events and the use of the Exclusive Premises. The City will provide the Club with reasonably satisfactory evidence (statements/invoices from electricity provider) of such costs at the end of each calendar year of the Term, and the Club shall remit payment within sixty (60) days thereafter.

15. Indemnification; Liens.

To the fullest extent permitted by law, Club shall defend, indemnify and hold the City, its officers, agents and employees, harmless at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments (collectively, "Claims"), just or unjust, that arise out of or are caused by any breach of this agreement by the Club, or any act or omission constituting negligence or willful misconduct on the part of the Club, its members, officers, agents, contractors, subcontractors, or employees, which Claims arise out of or result from the activities hereunder, said Claims to include, without being limited to, claims for personal injury, death, or property damage, including injury or damage to City employees or property; and claims based upon violation of any environmental law or regulation governing hazardous substances. Club's obligations under this paragraph shall survive termination of this Agreement to the extent that the underlying act or omission resulting in the Claim occurs during the Term. Notwithstanding anything to the contrary in this Agreement, the Club is not obligated to indemnify, hold harmless, or defend the City or any of its officers, employees, contractors, subcontractors, or agents against any Claim (whether direct or indirect) to the extent such Claim arises out of or results from the negligence or willful misconduct of the City or any of its officers, employees, or agents, or the City's failure to comply with any of its obligations set forth in this Agreement.

Club shall not suffer or permit any mechanic's lien or other lien to be filed against the Stadium, Stadium Premises, Improvements, or any part thereof, by reason of labor, work, services or materials supplied or claimed to have been supplied to Club, and Club shall defend, indemnify and hold the City harmless from and against any claims, costs or liabilities, including any attorney's fees expended thereon, that result from any such lien.

16. Insurance

(a) Club Insurance. Within 30 days after execution of this Agreement, and, in any event prior to any use of or entry into the Stadium, the Club will procure and maintain:

- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death and property damage;

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- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability Insurance, the Club shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Within 30 days after execution of this Agreement, the Club shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. The Club shall also provide a copy of any endorsement naming the City as additional insured. In no event will the Club be permitted to enter the Stadium Premises under this Agreement until it has provided the above referenced insurance documentation. Upon City's reasonable request, the Club shall provide the City with a complete copy of any of the above-referenced policies. The Club shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed $10,000.00 without prior written approval of Corporation Counsel). The City's acceptance or lack of acceptance of the Club's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Club's obligation to obtain and maintain such insurance as required by this agreement.

The Club shall be also responsible for securing insurance coverage with respect to its own equipment, supplies and other personal property ("Club Property") with such property and casualty insurance as it deems necessary in its sole discretion, and the City shall have no responsibility therefor. Club assumes all risk of damage, loss or casualty to Club Property while located at the Stadium or the Stadium Premises. The Club shall defend, indemnify and hold the City harmless from any claim arising out of or relating to any damage, loss or casualty to Club Property. Any casualty insurance obtained by Club for the Club Property shall include a waiver of subrogation against the City. Notwithstanding anything to the contrary in this Agreement, the Club is not obligated to defend, indemnify or hold harmless, the City for any such claim to the extent such claim arises out of or results from the negligence or willful misconduct of the City, or any of its officers, employees, or agents, or the City's failure to comply with any of its obligations set forth in this Agreement.

(a) City Insurance. During the Term, City shall maintain insurance or self-insurance of not less than the statutory liability cap pursuant to the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq., including for the acts and omissions of its employees occurring within the course and scope of employment, and pursuant to the Maine Worker's Compensation Act of 1992, 39 M.R.S.A. §101 et seq. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the Licensee under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Within thirty (30) days after execution of this Agreement, the City shall furnish the Club and thereafter maintain certificates evidencing all such coverages.

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17. Damage and Destruction

(a) Repairs of Damage and Termination Rights. If all or a part of the Stadium is damaged by fire, earthquake, hurricane, blizzard, or other casualty (any such fire, earthquake, hurricane, blizzard or other casualty is hereinafter referral to as "Damage"), ethe City shall promptly give the Club notice of the City's reasonable estimate of the time required to repair such Damage (the "Damage Estimate"). If the Damage Estimate contemplates that the Damage can be repaired on or before the first (1st) anniversary of the date on which such Damage occurred, then (i) the City shall repair the Damage, (ii) the Club shall have the right to play its Home Games and host all other Club Events at any other locations of its choice during the construction period, and (iii) this Agreement shall remain in full force and effect. If the Damage Estimate contemplates that the Damage cannot be repaired on or before such first (1st) anniversary date, then the Club may give notice to the City, within thirty (30) calendar days after the Club receive the Damage Estimate, terminating this Agreement as of the date of such Damage. In the event that the Club does not elect to terminate this Agreement pursuant to this Section 17, and the City fails to substantially complete its repair of the Damage within thirty (30) calendar days after the expiration of the time period set forth in the Damage Estimate (which period shall be extended to the extent of any actual delays caused by the Club or any Force Majeure Event), then the Club may terminate this Agreement by delivering written notice thereof to the City. To the extent repair or replacement is required to the Improvements (or any portion thereof) that benefit other users of the Stadium, and such improvements are covered by City insurance, any such repair or replacement of such Improvements at the Stadium as a result of any Damage thereto shall be performed by the City in accordance with plans and specifications reasonably approved by the City. Any such repair or replacement to Improvements (or any portion thereof) that are exclusively used and enjoyed by the Club during the Term, shall be performed by the Club in accordance with plans and specifications reasonably approved by the City.

(b) Damage During Last Year of Term. Notwithstanding anything to contrary contained in this Section 18, if the Damage Estimate contemplates that the repair of the Damage shall take more than sixty (60) calendar days to complete, and such completion shall occur during the last twelve (12) months of the Term of this Agreement, then the City and the Club shall each have the option to terminate this Agreement as of the date of such Damage by giving written notice to the other, in the case of the City together with the Damage Estimate, or, in the case of the Club, within thirty (30) calendar days after the Club's receipt of the Damage Estimate.

(c) Abatement. During the period the Stadium Premises or any part thereof is rendered unusable due to such Damage and repair, the Club's obligations hereunder to make any payments to the City shall be proportionately reduced based upon the extent to which the Damage and repair thereof prevents the Club from conducting its business at the Stadium in the manner in which such business was conducted prior to such Damage.

18. Alterations and Improvements

The Club will not make any alterations or improvements to the Stadium except in accordance with plans previously approved in writing by the City.

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19. Waiver

The waiver by the City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of consideration hereunder by the City shall not be deemed to be a waiver of any preceding breach by the Club of any term, covenant or condition of this Agreement other than the failure of the Club to make the particular payment so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance thereof. Except as otherwise provided herein, any failure on the part of the City to require or exact full and complete compliance with any of the covenants or conditions of this Agreement shall not be construed as in any manner changing the terms hereof or to stop the City from enforcing the full provisions hereof, nor shall the terms of this Agreement be changed or altered in any manner whatsoever other than by written agreement of the City and the Club.

20. Remedies.

(a) Club Defaults. Except as otherwise provided herein, in the event that the Club shall (i) default in the performance or fulfillment of any covenant or condition herein contained on its part to be performed or fulfilled and shall fail to cure or to commence and diligently pursue the curing of such default within thirty (30) calendar days following its receipt of a written notice from the City specifying the default complained of and the date on which its rights hereunder will be terminated as hereinafter provided if such default is not cured, or (ii) file a voluntary petition in bankruptcy, or (iii) be adjudicated bankrupt, or (iv) make a general assignment for the benefit of creditors, *then* and in either or any of said events, the City may, at its option, without further notice or demand upon the Club, immediately cancel and terminate this Agreement and terminate all of the rights of the Club in or to the Stadium and Stadium Premises in or to the further possession thereof. The rights and remedies of the City as hereinabove set forth, are cumulative only and shall in no way be deemed to limit any of the other provisions of this Agreement or otherwise to deny to the City any right or remedy at law or in equity which the City may have or assert against the Club under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of the City, as hereinabove set forth, shall be supplemental to or in addition to or in aid of the other provisions of this Agreement and of any right or remedy at law or in equity which the City may have against the Club.

(b) Termination. Any election on the part of the City to terminate this Agreement must be in writing, properly executed by the City and served upon the Club. No termination of this Agreement on account of a default by the Club shall be or become effective by operation of law or otherwise, unless and until the City shall have given such written notice to the Club. Neither any notice to pay any consideration or portion thereof due and payable or notice to deliver up possession of the Stadium Premises given pursuant to any law of the State of Maine, nor any proceeding in the nature of an unlawful detainer taken by the City shall, of itself, and in the absence of such written notice as above provided, operate to terminate this Agreement.

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(c) City Defaults. At no time shall the City be deemed to be in default under this Agreement, unless and until the Club shall have given to the City notice in writing, specifying such default and the City shall have failed to cure or to commence and diligently pursue the curing of such default within a period of thirty (30) calendar days after receipt of such written notice. In the event that the City fails to cure or diligently pursue the curing of any default under this Agreement within such thirty (30) calendar day period, then the Club may, at its option, without further notice or demand upon the City or upon any person or persons claiming by, through or under the City, immediately cancel and terminate this Agreement.

(d) Except for Club's obligations under section 15 (Indemnification, Liens), notwithstanding anything to the contrary in this Agreement, the liability of each Party to the other under this Agreement shall be limited to actual, direct damages only and all other damages and remedies are waived. Neither party nor its respective officers, directors, agents, employees shall be liable, irrespective of whether such claim of liability is based upon breach of warranty, tort (including negligence, whether of any of the Parties to this Agreement or others), strict liability, contract, operation of law or otherwise, to to the other party, or its officers, directors, agents, employees, successors or assigns, for incidental, delay, indirect, punitive, or consequential damages connected with, related to or arising from performance or non-performance of this Agreement, or any action or inaction in connection therewith including, without limitation, claims in the nature of lost revenues, income or profits (other than payments expressly required and due under this Agreement).

21. Force Majeure

Except as otherwise provided herein, should either party hereto be reasonably delayed in or prevented, in whole or in part, from performing any obligation or conditions hereunder or from exercising its rights hereunder by reason of or as a result of any Force Majeure Event, such party shall be excused from performing such obligations or conditions while such party is so delayed or prevented.

22. Title to Improvements. Upon the expiration or earlier termination of this Agreement, except for title to the Exclusive Premises, which, for the avoidance of doubt shall be owned outright by the Club, title to the Improvements shall automatically vest in the City without the need for any conveyance instrument or other documents evidencing the transfer of title to the City.

23. Quiet Enjoyment

The City covenants that the Club (upon payment by the Club of any consideration due, and the performance by the Club of the terms, covenants and conditions, in each case as set forth in this Agreement) shall peacefully and quietly have, hold and enjoy (i) the Stadium Premises on the Club Reserved Dates and during the periods otherwise herein provided in which the Club is given the right to the use and occupancy of the Stadium Premises, and (ii) the Exclusive Premises at all time during the Term of this Agreement.

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24. Notices.

Any notice, demand, request, consent, approval and any other communications (any of the foregoing, a "Notice" required, permitted, or desired, to be given hereunder shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested or delivered by hand or reputable overnight courier addressed to the Party to be so notified at its address hereinafter set forth or to such other address as such party may hereafter specify in a Notice delivered in accordance with the provisions of this Section 30. Any such Notice shall be deemed to have been received three (3) Business Days after the date such Notice is mailed or on the date of delivery by hand or courier addressed to the parties as follows (provided that neither the City nor the Club shall be deemed to have received any Notice not actually received):

If to the City:	City of Portland Attn: City Manager 389 Congress Street Portland, Maine 04101
With a copy to:	Office of the Corporation Counsel at the same address
If to the Club:	Portland United, LLC Attn: Gabe Hoffman-Johnson 7 Stratton Place Portland, Maine 04101 gabe@usltoportland.com
With a copy to:	Caleb E. Ginsberg, Esq. 303 Bartlett Street Portsmouth, New Hampshire 03801 ginsberg.caleb@gmail.com

25. Construction of this Agreement; Jurisdiction.

(a) Maine Law. This Agreement shall be deemed to be made and shall be construed in accordance with the laws of the State of Maine. Unless otherwise resolved by agreement of the parties, the City and the Club covenant and agree to submit to the personal jurisdiction of the Cumberland County Superior Court for any dispute, claim, or matter arising out of or related to this Agreement.

(b) Section Headings. The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular sections hereof to which they refer.

(c) Sole Instrument. This Agreement embodies and constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof. There are no terms, obligations, covenants or conditions between the parties hereto, other than as contained herein. No alteration, amendment or modification hereof shall be valid unless executed by an

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instrument in writing by the parties with the same formality as this Agreement. Neither this Agreement, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by such instrument in writing and no subsequent oral agreement shall have any validity whatsoever.

(d) Time. Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof, and any breach by the City or the Club shall be deemed to be of the very substance of this Agreement.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the City, and to such successors and assigns of the Club as are permitted to succeed to the Club right upon and subject to the terms hereof.

(f) No Partnership. Nothing herein contained shall make, or be construed to make, the City or the Club a partner of one another nor shall this Agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

(g) Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

26. Nondiscrimination

The Club agrees not to discriminate in any manner against any person or persons on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the Club's use or occupancy of the Stadium Premises. Club shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination, including, without limitation, the provision of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment. The Club agrees to comply with all applicable City, state, and federal laws and regulations regarding equal opportunity.

27. Payments.

All payments to the City under the terms of this Agreement shall be made payable to the City of Portland and delivered to the Department of Parks, Recreation and Facilities, 212 Canco Road, Portland, Maine 04103, or as otherwise specified in writing from time to time by the City.

28. Club Employees.

The Club agrees that its and its Affiliates' members, managers, employees, associates, advisors, agents, players, or contractors shall not be deemed to be employees of the City for any purpose. The City shall have no obligation or responsibility for resolving any labor disputes or grievances which may arise between the Club and its members, managers, employees, associates,

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advisors, agents, players, or contractors employed to perform any services relating to this Agreement. The Club agrees to provide sufficient personnel to perform all services required by this Agreement. The Club shall be responsible for all required federal, state, and local reports, records and payments in connection with social security, unemployment insurance, and other charges and taxes that apply to the Club. The City shall have no responsibility for providing any of the above reports, records and payments.

29. Workers' Compensation

By signing this Agreement, the Club hereby certifies that it is aware of the provisions of Maine Revised Statutes, Title 39-A, Part 1, Chapter 1 (the Maine Workers Compensation Act of 1992) and shall comply with such provisions. If reasonably requested by the City, the Club shall provide the City with evidence of compliance with the workers' compensation laws of the State of Maine. The Club shall provide the City with a waiver of subrogation from its insurance carrier when proof of insurance is due.

30. Land and Water Conservation Fund Act. The parties hereto agree to work together in good faith during the Term as reasonably necessary to avoid the Stadium Premises (or any portion thereof) being subject to a required "conversion" under the Land and Water Conservation Fund Act of 1965 (the "**LWCF Act**"). In the event that the parties are unable to prevent such a conversion, the Club will be responsible for all costs associated with the conversion, including, without limitation, the cost of any real estate acquisition required under the LWCF Act as part of such conversion.

31. League Rules. Notwithstanding anything to the contrary in this Agreement, the City acknowledges that the Club, in its operation of a professional soccer franchise in the League, is obligated to comply with applicable League rules and restrictions ("League Rules"). In the event that any such League Rules require alterations or improvements to the Stadium or the Stadium Premises, the Club may request that the City make such alterations or improvements at the Club's expense or allow the Club to so at the Club's expense. In such event, the City will engage in good faith discussions with the Club in order to identify a commercially reasonable solution, satisfactory to the City, that permits the Club, at its own expense, to continue to host Club Events in the Stadium through the remainder of the Term. In the event that the Club is unable to comply with the League Rules due to the condition of the Stadium or Stadium Premises, the Club may terminate this Agreement upon prior written notice to the City. In no event will the City be responsible for incurring any obligation or expense as a result of the League Rules except as specifically set forth in this Agreement.

32. No property rights. This Agreement is a license only and no provision hereof shall be construed as conveying an easement or other estate in land. The Club will not record this agreement or any portion thereof in the Cumberland County Registry of Deeds.

33. Compliance with laws. The Club and the City agree to comply with all applicable laws, rules, regulations, and City ordinances and policies in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations, including without limitation all laws and regulations governing hazardous substances, with respect

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to all its activities in the Stadium and the Stadium Premises, and to conduct all its activities on such property in a safe, responsible, reasonable and business-like manner.

34. No Third-Party Beneficiaries. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

35. No Assignment. This Agreement is non-transferable and shall not be assigned, pledged, sublet or otherwise transferred to another party except upon the prior written approval of the other Party.

36. Attorney's Fees. Each Party (in such capacity, the "Non-Prevailing Party") shall pay all reasonable attorney's fees and costs incurred by the other Party (in such capacity, the "Prevailing Party") if: (i) the Prevailing Party should institute litigation for breach of any material term or condition of this Agreement by the Non-Prevailing Party and ultimately prevail in any such litigation; (ii) if the City is the Prevailing Party in a litigation for an unlawful detainer of the Stadium or Stadium Premises by the Club as Non-Prevailing Party; (iii) the Prevailing Party is made a party to litigation, instituted by a third party related to the Non-Prevailing Party's use of the Stadium or Stadium Premises under this Agreement; or (iv) if the Prevailing Party is required to defend itself, and ultimately prevails, against any action or defense prosecuted by the Non-Prevailing Party or any third party arising out of the Non-Prevailing Party's use or occupancy of the Stadium or Stadium Premises. Fees and costs of defense incurred by the Prevailing Party shall be reimbursed within thirty (30) days of invoice whether the litigation is prosecuted to judgment or not. Amounts advanced by the Prevailing Party not reimbursed within said thirty (30) days, shall bear interest at a rate of one and one-half percent (1½%) per month.

37. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties for no less than sixty (60) days. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation within sixty (60) days as set forth herein, the parties agree first to try in good faith to settle the dispute by non-binding mediation administered by an attorney selected by agreement of the parties and licensed to practice law in Maine.

38. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

[*Signature page follows*]

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IN WITNESS WHEREOF, this Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium is executed by the parties' duly authorized representatives as of the date first above written.

THE CITY OF PORTLAND

By: Danielle P. West
Name: Danielle P. West
Title: City Manager

PORTLAND UNITED, LLC a Maine limited liability company

By: Gabe Hoffman-Johnson
Name: Gabe Hoffman-Johnson
Title: Manager

Approved as to form:

City Corporation Counsel

Approved as to funds:

Brendan T. O'Connell
City Finance Director

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EXHIBIT A

DESCRIPTION OF IMPROVEMENTS[1]

Site Lighting

- Install and upgrade current MUSCO lighting to meet USL specifications
-
- Projected expense range: $485,000 - $500,000

Press Box

- Make cosmetic and operational improvements to Press Box
- Likely to include infrastructure to improve broadcast and streaming operations
- City will have ability to use on non-gameday
- Projected expense range: $40,000 - $60,000

Team Locker Rooms

- Other Stadium users will have ability to use Visitor locker room on non-gamedays if not in use by the Club.
- Projected expense range: $250,000 - $300,000

Club Storage Area

- Club to add storage containers
- City to have use of space in containers if available.
- Projected expense range: $10,000 - $20,000

Ticketing Entrance

- Club to improve ticketing entrance and Stadium access points
- City will have ability to use on non-gameday
- Projected expense range: $10,000 - $20,000

Audio System

- Club to improve Speaker and Audio system
- City will have ability to use on non-gameday
- Projected expense range: $40,000 - $50,000

Miscellaneous

- Other Electronics Allowance
- Site Accessories and Landscaping
- Associated utility connection costs

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[1] The information below is from the term sheet. Parties to confirm stadium construction plan / Improvements and insert further detail as applicable.

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- Additional Operational and Fan Experience Elements
- City will have ability to use on non-gameday
- Projected expense range: $150,000 - $300,000

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EXHIBIT B

DESCRIPTION OF EXCLUSIVE PREMISES

- Club Storage Area
- Club Home Locker Room

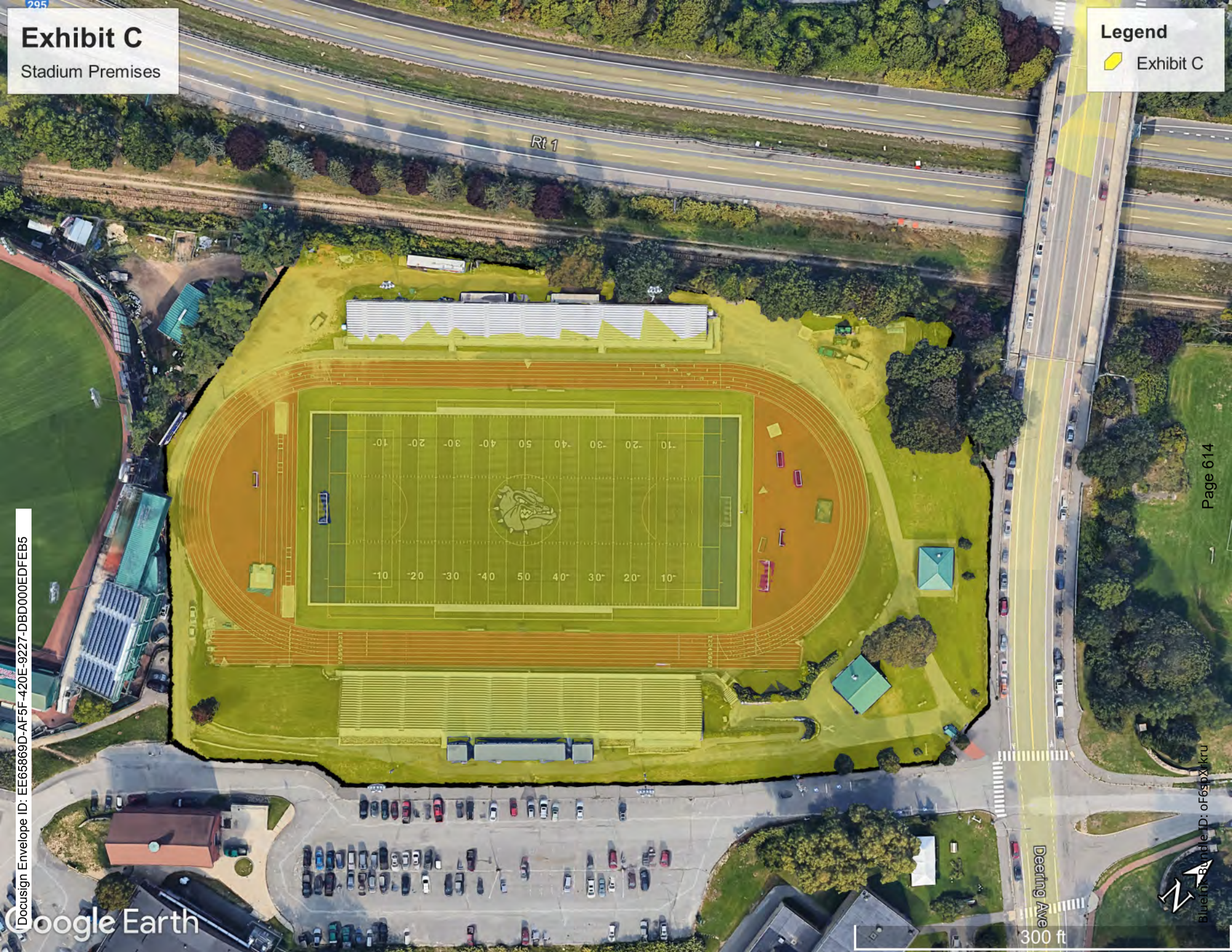
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EXHIBIT C

DEPICTION OF STADIUM PREMISES

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EXHIBIT D

DEPICTION OF PARKING FACILITIES

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EXHIBIT B

Assignment Agreement

[*Attached*]

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "**Agreement**") is made as of February 21, 2024, by and among Portland United, LLC, a Maine limited liability company with a mailing address of 7 Stratton Place, Portland, Maine 04101 ("**Assignor**"), and Hearts of Pine LLC, a Maine limited liability company with a mailing address of 50 Romasco Lane, Portland, Maine 04101 ("**Assignee**"). Capitalized terms not otherwise defined in this Agreement will have the meanings given to them in the Stadium Use Agreement (as defined below).

Recitals

A. Assignor and the City of Portland (the "**City**") are parties to that certain Stadium Use Agreement for Use and Occupancy of James J. Fitzpatrick Stadium, dated as of December 18, 2023, attached hereto as Exhibit A (the "**Stadium Use Agreement**").

B. Pursuant to Section 35 of the Stadium Use Agreement, Assignor is required to obtain the City's written approval in order to assign its interest in the Stadium Use Agreement.

C. Assignor wishes to transfer, assign, and deliver to Assignee all of Assignor's right, title, and interest in the Stadium Use Agreement, and Assignee wishes to assume all of Assignor's obligations under the Stadium Use Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, assigns and delivers to Assignee all of Assignor's right, title, and interest in and to the Stadium Use Agreement.

2. Assignee hereby assumes and agrees to discharge all of the obligations of Assignor under the Stadium Use Agreement from and after the date of this Agreement.

3. Except for all liabilities and obligations set forth in the Stadium Use Agreement, Assignee is not assuming any liability or obligation of Assignor hereunder.

4. Neither the representations and warranties of Assignor, nor the rights, remedies and obligations of any party, under the Stadium Use Agreement shall be deemed to be enlarged, limited, modified or altered in any way by this Agreement.

5. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Commencing June 1, 2024, Assignee's mailing address for any notices provided under the Stadium Use Agreement will be 1 Union Wharf, Portland, Maine 04101.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but 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.

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IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be duly executed as of the date first written above.

ASSIGNOR:

Portland United, LLC,
a Maine limited liability company

DocuSigned by:
By: Gabe Hoffman-Johnson
F3BA9A8695BE4DB...
Name: Gabe Hoffman-Johnson
Title: Manager

ASSIGNEE:

Hearts of Pine LLC,
a Maine limited liability company

DocuSigned by:
By: Gabe Hoffman-Johnson
F3BA9A8695BE4DB...
Name: Gabe Hoffman-Johnson
Title: Authorized Officer

Acknowledge and Agreed:

The City of Portland

DocuSigned by:
By: Danielle West
A4546612E752416...
Name: Danielle P. West
Title: City Manager

Approved as to form:

DocuSigned by:
Michael Goldman
5BDA6A4DE35B4E1...
City Corporation Counsel

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: May 21, 2026

SUBJECT: Order 253-25/26 Order Amending Order 135-25/26 Approving the Purchase and Sale Agreement Between Carassas Holdings LLC and Portland RE: Portland Technology Park Property - 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 6/15/2026 **Final Action 6/15/2026**

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes, Corporation Counsel has reviewed and approved the Amended Purchase and Sale Agreement.

PRESENTATION: Mary Davis will be available to answer any questions.

I. SUMMARY

The purpose of this item is for the City Council to review and vote to approve an amendment to the Purchase and Sale Agreement with Carassas Holdings LLC, which updates and clarifies the type of development proposed for Unit 1 in the Portland Technology Park.

II. AGENDA DESCRIPTION

At the February 23, 2026, Council meeting, the City Council approved a Purchase and Sale Agreement between Carassas Holdings LLC and the City of Portland for property in the Portland Technology Park. The Buyer, Carassas Holdings LLC, has requested an amendment regarding the proposed development of the property. The amendment outlines that the Buyer will construct up to a 33,000 square foot commercial building to use as a multi-tenanted office or warehouse/light industrial building. The amendment also clarifies the unit number to be purchased as Unit 1 of the condominium known as the Portland Technology Park Condominium.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Portland Technology Park is a 26-acre parcel located near the Maine Turnpike, just off Rand Road. With funding the United States Economic Development Administration, infrastructure and utilities were installed in 2013.

The City received a letter of intent from a perspective purchaser in July 2025, and sought guidance from the HEDC at the October 21, 2025, meeting in executive session. At the February 3, 2026 HEDC meeting, the draft Purchase and Sale Agreement was presented for review and recommendation to the City Council. On February 23, 2026, the City Council voted to approve the Purchase and Sale Agreement between Carassas Holdings LLC and the City of Portland.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Development of office or light industrial space at Unit 1 at Portland Technology Park. This will yield direct revenue benefits to the City and create much-needed light industrial spaces for Portland businesses, contributing to the economic vitality of the City.

V. FINANCIAL IMPACT

There is no financial impact to the City as this is a sale of City property at Portland Technology Park, Unit 1, for $200,000.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends approval of the Amendment to the Purchase and Sale Agreement.

VII. RECOMMENDATION

Staff recommends approval of the Amendment to the Purchase and Sale Agreement.

VIII. LIST ATTACHMENTS

1. Order - Approving Amendment to Portland Tech Park PSA
2. Bullett Amendment 1 to Portland Tech Park
3. Portland Technology Park Carassas Holdings rev for council 060326
4. Order 135-25-26 (PDF)

Prepared by:
Mary Davis, Division Director
Date: 05/21/2026

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 AMENDING ORDER 135-25/26 APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN CARASSAS HOLDINGS LLC AND PORTLAND RE: PORTLAND TECHNOLOGY PARK PROPERTY

ORDERED, that the revised Purchase and Sale Agreement with Carassas Holdings LLC for property at Portland Technology Park is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of this Order and the Purchase & Sale Agreement.

AMENDMENT 1 TO ORDER 253-25/26
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR BULLETT
RE: DATA CENTER PROHIBITION

***

ORDERED, that the revised Purchase and Sale Agreement with Carassas Holdings LLC for property at Portland Technology Park is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of this Order and the Purchase & Sale Agreement.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT made this _____ day of _____, 2026 (the "Effective Date") is by and between the **CITY OF PORTLAND,** a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter referred to as "Seller" or "City"), and **CARASSAS HOLDINGS LLC and/or assigns**, a Maine Limited Liability Company, with a mailing address of 39 Immersion Driver, Scarborough, Maine 04074 (hereinafter referred to as "Buyer").

* * *

1. TITLE AND DUE DILIGENCE.

* * *

a. Deed. Seller shall convey the Property to Buyer at the closing in fee simple by municipal quitclaim deed with good and insurable title, subject to: (a) easements, privileges, restrictions, conditions, development rights, special declarant rights, and agreements created by or referred to in the Declaration of Condominium, as well as the matters shown or disclosed on the Condominium Plat and the Subdivision Plat, as may be amended; (b) provisions of (i) the Maine Condominium Act, and all amendments thereto; and (ii) the Declaration of Condominium, the bylaws and the plats and plans for The Portland Technology Park Condominium Association and all amendments or modification thereto; (iii) building, zoning and land use ordinances; (c) all restrictions required because the roadway serving the Portland Technology Park Condominium (including the Property), which roadway will continue to be owned by the Seller, was improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, a copy of which restrictions is attached hereto as Exhibit C; and (d) such taxes and assessments, including common expenses allocable to the Property, if any, as are due and payable on the date of delivery of the Deed. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Municipal Quitclaim Deed without Covenant (the "Deed"). Further, Buyer acknowledges that the deed shall contain -(1) a restriction stating that in the event that the Property 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 Property had such property remained taxable; and (2) a restriction prohibiting the construction of a computer data center or any other physical facility that primarily houses networked electronic equipment, servers, or telecommunications infrastructure used to process, store, and transmit digital information on the Premises.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT made this _____ day of _____, 2026 (the "Effective Date") is by and between the **CITY OF PORTLAND,** a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter referred to as "Seller" or "City"), and **CARASSAS HOLDINGS LLC and/or assigns**, a Maine Limited Liability Company, with a mailing address of 39 Immersion Driver, Scarborough, Maine 04074 (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, Seller owns an approximately 3.47 acre parcel of land located at the Portland Technology Park, City of Portland, County of Cumberland, State of Maine, being known as Unit 1, LCE For Unit 1 on that certain Condominium Plat of Portland Technology Park Condominium, Rand Road, Portland, Maine dated March 9, 2016, prepared by SGC Engineering, LLC for the City of Portland – Declarant and recorded in the Cumberland Registry of Deeds on March 10, 2016, in Plan Book 216, Page 62 (the "Condominium Plat," a copy of which is attached hereto as Exhibit A and made a part hereof), and that certain Second Amended Subdivision Plat of Portland Technology Park Condominium dated March 8, 2016, prepared by SGC Engineering, LLC for the City of Portland approved by the City of Portland Planning Board on December 8, 2015 and recorded in the Cumberland County Registry of Deeds on March 10, 2016 in Plan Book 216, Page 63 (the "Subdivision Plat," a copy of which is attached hereto as Exhibit B and made a part hereof), and being further described as Unit 1 ~~6 and Unit 7~~ of the condominium known as the Portland Technology Park Condominium, of which the Seller is the declarant as described in that certain Declaration of Condominium for the Portland Technology Park Condominium recorded in the Cumberland County Registry of Deeds on March 10, 2016, Book 32969, pages 97 as amended by a Certificate of Amendment To The Bylaws Of The Portland Technology Park Condominium Association dated December 14, 2018, recorded in the Cumberland County Registry of Deeds Book 35373, Page 323 (collectively, the "Declaration of Condominium"), together with all improvements, fixtures and rights appurtenant thereto, all as more particularly shown and depicted on Exhibit A (the "Property"). Title reference is made to a deed from Simon A. Snyder et alia to the City of Portland dated December 7, 1999 and recorded in the Cumberland County Registry of Deeds, Book 15211, Page 31; and

WHEREAS, Seller intends to sell the Property, and Buyer desires to acquire the Property and to construct on the Property up to a 33,000 ~~22,000~~ square foot commercial building to use as a multi-tenanted office or warehouse/light industrial building ("Buyer's Development").

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.

Seller agrees to sell the Property, and Buyer agrees to purchase the Property in accordance with the provisions hereof. It is hereby agreed and acknowledged that the actual description of the Property shall be determined based on the title and related due diligence work to be completed by Buyer pursuant to this Agreement and that such description shall be subject to Buyer's and Seller's final review and approval before including the same in the Deed (as that term is defined below) to be delivered by Seller to Buyer as set forth and described below.

2. CONSIDERATION.

The consideration for the property shall be Two Hundred Thousand Dollars ($200,000.00) ("Purchase Price"), payable as follows:

(a) A deposit of Ten Thousand Dollars ($10,000.00) to be paid by Buyer within two (2) business days of the Effective Date and held in escrow by Buyer's agent, Nate Stevens of The Boulos Company (the "Escrow Agent"), until closing and applied to the Purchase Price (or, if applicable, until returned to Buyer pursuant to this Agreement) (the "Deposit"); and

(b) The Purchase Price, less the Deposit and any Extension Payments (defined below) to be paid by Buyer to Seller at closing by wire transfer, subject to the adjustments provided for in this Agreement.

3. TITLE AND DUE DILIGENCE.

a. Due Diligence Period. Buyer will have from the Effective Date until 4:00 PM on the day that is one hundred twenty (120) days after the Effective Date (the "Due Diligence Period") to complete any surveys, environmental review, inspections, and title examinations, and to obtain any site plan approvals, and any other permits and regulatory approvals required for the construction of Buyer's Development. Upon satisfactory completion of Due Diligence Period, buyer shall pay Ten Thousand Dollars ($10,000) as additional Earnest Money Deposit.

b. Provided that Buyer is conducting its due diligence in good faith, Buyer shall have the right to one (1) thirty (30) day extension of the Due Diligence Period.

c. Permitting Period. Buyer will have from the satisfactory completion of the Due Diligence Period, one hundred twenty (120) days to obtain all discretionary and administrative permits and approvals (the "Required Permits") for their intended development on the site.

d. Buyer may extend the Permitting Period for one additional sixty (60) day period by written notice to Seller given prior to the expiration of the Permitting Period. If Buyer extends the Permitting Period, Buyer will pay Ten Thousand

Dollars ($10,000) as additional Earnest Money Deposit (the "Extension Deposit") in escrow within two (2) business days of the expiration of the Permitting Period.

e. Deed. Seller shall convey the Property to Buyer at the closing in fee simple by municipal quitclaim deed with good and insurable title, subject to: (a) easements, privileges, restrictions, conditions, development rights, special declarant rights, and agreements created by or referred to in the Declaration of Condominium, as well as the matters shown or disclosed on the Condominium Plat and the Subdivision Plat, as may be amended; (b) provisions of (i) the Maine Condominium Act, and all amendments thereto; and (ii) the Declaration of Condominium, the bylaws and the plats and plans for The Portland Technology Park Condominium Association and all amendments or modification thereto; (iii) building, zoning and land use ordinances; (c) all restrictions required because the roadway serving the Portland Technology Park Condominium (including the Property), which roadway will continue to be owned by the Seller, was improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, a copy of which restrictions is attached hereto as Exhibit C; and (d) such taxes and assessments, including common expenses allocable to the Property, if any, as are due and payable on the date of delivery of the Deed. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Municipal Quitclaim Deed without Covenant (the "Deed"). Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Property 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 Property had such property remained taxable.

f. 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.

g. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so

to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).

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 Property 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 Property 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 Property.

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 harmless the City 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 Property, Buyer agrees to either return the Property 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 Property 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, Buyer will be entitled to a refund of the Deposit, 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 closing date and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes will be assessed for the fiscal year during which the closing occurs and no taxes will be prorated at the closing, provided, however, that any assessments and utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid by Buyer in accordance with 36 M.R.S.A. § 4641-A. Seller 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. RISK OF LOSS.

The risk of loss or damage to the Property by fire or otherwise, until transfer of title hereunder, is assumed by the Seller. The Property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event Seller is not able to deliver the Property as stated, Buyer may terminate this Agreement and receive a refund of the Deposit.

7. PROPERTY SOLD "AS IS, WHERE IS."

Buyer acknowledges that Buyer has had an opportunity to inspect the Property, and to hire professionals to do so, and that the Property 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 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. 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.

8. 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 within thirty (30) days after the end of the Permitting Period (the "Closing Date"). At the Closing:

a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed without covenant conveying to Buyer good and insurable title to the Property, 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 Property 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.

9. **DEFAULT AND REMEDIES**.

a. In the event of Buyer's default under any of the terms, covenants or conditions of this Agreement, Seller shall have the right to retain the Deposit, any Extension Payments, and any interest accrued thereon as aforesaid as liquidated damages for the breach and not as a penalty therefor. The Buyer and Seller acknowledge and agree that (i) it is not feasible to determine accurately the measure of damages that will be caused to Seller by the Buyer's breach because the uniqueness of the Property at its location preclude the utility of comparable figures to determine the extent of damages and (ii) that the amount stated as liquidated damages is agreed to reasonably forecast the amount necessary to compensate Seller for its loss in the light of the circumstances stated in clause (i) and the attendant uncertainties in marketing the Property to another purchaser.

b. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer may, as its sole remedy therefor, and subject to the terms of this paragraph, either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive the Deposit and the Extension Payments, plus any interest earned or accrued thereon.

10. SELLER'S RIGHT TO REPURCHSE

If Buyer does not commence construction of Buyer's Development within 18 months after the Closing Date, Seller shall have the right, but not the obligation, to repurchase the Property at the Purchase Price. Upon Seller's exercise of its right to repurchase the Property, Buyer shall convey the Property to Seller free and clear of all mortgages, liens, and other encumbrances, except as set forth in the Condominium Plat, the Condominium Declaration, and the Subdivision Plat. This right to repurchase shall be assignable by the City. 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.

11. 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.

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 Seller and Buyer.

13. 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.

14. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine. The parties 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.

15. NOTICE.

Any notice required or permitted under this Agreement shall be deemed sufficient if mailed with first class postage affixed or delivered in person to:

FOR THE SELLER: City of Portland
Attention: City Manager
389 Congress Street
Portland, ME 04101

FOR THE BUYER: Carassas Holdings, LLC
39 Immersion Drive
Scarborough, ME 04074

Either party may change their address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

16. 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. A signature in a faxed, pdf or other reproduced or electronic document shall be considered

the equivalent of an original signature.

17. <u>BROKERS</u>.

Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction, other than that Seller has been represented by Nate Stevens of The Boulos Company, and that Buyer has been represented by Jon Rizzo of The Boulos Company. Nate Stevens' commission will be paid by Seller pursuant to the terms of a separate agreement between Seller and The Boulos Company, and Jon Rizzo's commission will be paid by Nate Stevens. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to and limited by the defenses, immunities and limitations of damages available to the Maine Tort Claims Act, Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller'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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF PORTLAND

_____
WITNESS

By:_____
Danielle P. West
Its City Manager

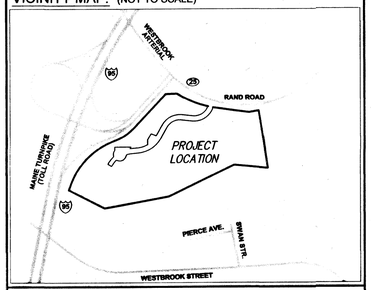
CARASSAS HOLDINGS LLC

_____
WITNESS

By:_____
Name: _____
Its: _____

Exhibit A
[See Attached Condominium Plat]

VICINITY MAP: (NOT TO SCALE)



GENERAL NOTES:

1) THIS PLAN AND ALL WORK ASSOCIATED WITH IT WAS PERFORMED BY SGC ENGINEERING, LLC PURSUANT TO A PROFESSIONAL SERVICES CONTRACT BETWEEN WOODARD & CURRAN, INC. AND SGC ENGINEERING LLC, DATED SEPTEMBER 9, 2010 AND SIGNED MARCH 14, 2011.

2) REFERENCE DEED FOR THE LOCUS PARCEL IS SIMON A. SNYDER, JASON A. SNYDER, RONALD A. BARRIS, TRUSTEE OF THE THERESE BARRIS MARITAL TRUST, CYNTHIA B. BAKER, TRUSTEE OF THE THEODORE BARRIS TRUST, RONALD A. BARRIS AND CYNTHIS B. BAKER, CO-TRUSTEES OF THE BARRIS FAMILY TRUST TO THE CITY OF PORTLAND, DATED DECEMBER 7, 1999 AND RECORDED IN DEED BOOK 15211, PAGE 031 AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

3) THE BEARINGS SHOWN HEREON ARE REFER TO GRID NORTH AND ARE BASED ON PLAN REFERRED TO UNDER MAP REFERENCES, NOTE 1.

4) THE LOCUS PARCEL IS DEPICTED AS LOTS 1 & 2 IN BLOCK A ASSESSORS MAP 249. ABUTTING PROPERTY OWNER INFORMATION REFERENCED HEREON WAS TAKEN FROM THE CITY OF PORTLAND ASSESSOR'S DATA AS OF THE DATE OF THIS PLAN.

5) RAND ROAD IS A PUBLIC HIGHWAY, THE SIDELINE LOCATIONS ARE BASED ON THE PLAN REFERENCED UNDER NOTE 1 OF MAP REFERENCES BELOW AND MAINE TURNPIKE AUTHORITY PLANS ON FILE AT THE OFFICES FOR THE MAINE TURNPIKE AUTHORITY.

6) NO SUBSURFACE INVESTIGATION HAS BEEN PERFORMED BY SGC ENGINEERING, LLC. DIG-SAFE SHOULD BE CONTACTED PRIOR TO COMMENCING ANY EXCAVATION. (888-344-7233).

7) THE BOUNDARY INFORMATION ON THIS PLAN IS BASED ON THE PLAN REFERENCED UNDER NOTE 1 OF MAP REFERENCES. SGC ENGINEERING FIELD CREWS COMPLETED A SURVEY OF THE PIPELINE LOCATIONS WITHIN THE PORTLAND PIPELINE COMPANY EASEMENT AND EXISTING MONUMENTATION FOUND AND SET BY PREVIOUS SURVEY COMPLETED BY LAND SERVICES, INC., FOR THE PURPOSE OF VERIFYING THEIR EXISTENCE AND TO OVERLAY DESIGN INFORMATION WITHIN BOUNDARIES DETERMINED BY LAND SERVICES, INC. SGC ENGINEERING DID NOT CONFIRM PERIMETER BOUNDARIES BEYOND LOCATION OF MONUMENTATION.

8) REFERENCE IS HEREBY MADE TO THE PORTLAND TECHNOLOGY PARK CONDOMINIUM DECLARATION OF CONDOMINIUM, INCLUSIVE OF BYLAWS, TO BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS AT BOOK _____, PAGE _____.

9) ELEVATIONS ARE BASED ON NAVD 1988 DATUM.

10) ALL PARKING AREAS, DRIVES, AND UNITS NEED NOT BE BUILT.

11) ALL AREAS NOT LOCATED WITHIN UNIT BOUNDARIES OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

MAP REFERENCES:

1) A PLAN ENTITLED "PLAN OF STANDARD BOUNDARY SURVEY, PROPERTY OF THE CITY OF PORTLAND, WESTBROOK STREET, PORTLAND, MAINE" DATED OCT. 1997 AND LAST REVISED OCT. 23, 2002, PREPARED BY LAND SERVICES INC.

2) A PLAN ENTITLED "SUBDIVISION PLAT OF PORTLAND TECHNOLOGY PARK CONDOMINIUM, RAND ROAD, PORTLAND MAINE, MADE FOR THE CITY OF PORTLAND DATED SEPTEMBER 29, 2011 AND REVISED SEPTEMBER 25, 2012 PREPARED BY SGC ENGINEERING, LLC, AND RECORDED IN PLAN BOOK 212, PAGE 324.

LEGEND: LINETYPES & HATCH PATTERN

- ADJACENT LOT LINE
- ADJACENT R.O.W. LINE
- LOCUS BOUNDARY LINE
- OLD TRACT LINE
- EASEMENT LINE
- CONTROLLED ACCESS
- OVERHEAD ELECTRIC LINE
- SANITARY SEWER LINE
- LIMITED COMMON ELEMENT YARD LIMIT
- UNIT

LEGEND: POINT TYPES & SYMBOLS

CONCRETE BOUND	SINGLE POST SIGN
GRANITE BOUND TO BE SET	ELECTRIC MANHOLE
PIPE	LIGHT POST
REBAR	GAS VALVE
SOLID SMOOTH ROD	GAS VENT PIPE
RAILROAD SPIKE	SEWER MANHOLE
HANDICAPPED SYMBOL	HYDRANT
UTILITY POLE	WATER MANHOLE
SQUARE CATCH BASIN	WATER SHUT-OFF
ROUND CATCH BASIN	WATER VALVE
DRAIN MANHOLE	DECIDUOUS TREE
LIMITED COMMON ELEMENT	L.C.E.

GRAPHIC SCALE: 1" = 100'

100 50 0 100 200 300

EASEMENTS

EASEMENT 1 - EASEMENT AREA 1 - INCLUDES TECHNOLOGY PARK DRIVE, THE SIDEWALK AND RIGHT-OF-WAY. BENEATH IT ARE SEWER, WATER, AND NATURAL GAS LINES, AS WELL AS A DUCT BANK, WHICH ACCOMMODATES ELECTRICITY AND TELECOMMUNICATIONS LINES. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/2/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL.

EASEMENT 2 - EASEMENT AREA 2 - INCLUDES THE DRIVEWAY THROUGH LCE 3, PROVIDING ACCESS TO THE TRAILHEAD PARKING IN EASEMENT AREA 3.

EASEMENT 3 - EASEMENT AREA 3 - INCLUDES THE TRAILHEAD PARKING AREA.

EASEMENT 4 - PORTLAND TRAILS EASEMENT - INCLUDES EASEMENT AREA 1, EASEMENT AREA 2, EASEMENT AREA 3, AND THE RPZ AREA ON THE PROPERTY WITH THE EXCLUSION OF THE LCE AREAS. BOOK 30001, PAGE 66, AMENDED BOOK 32984, PAGE 28.

EASEMENT 5 - UNITIL EASEMENT - INCLUDES EASEMENT AREA 1, AND 25-FOOT WIDE GAS LINE EASEMENT BETWEEN PROPERTY BOUNDARY AND EASEMENT AREA 1 BOUNDARY. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/2/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL. BOOK 32984,PAGE 34.

EASEMENT 6 - CMP EASEMENT - INCLUDES EASEMENT AREA 1. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/2/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL. BOOK 32984, PAGE 23.

EASEMENT 7 - FAIRPOINT EASEMENT - INCLUDES EASEMENT AREA 1. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/2/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL. BOOK 32984, PAGE 41.

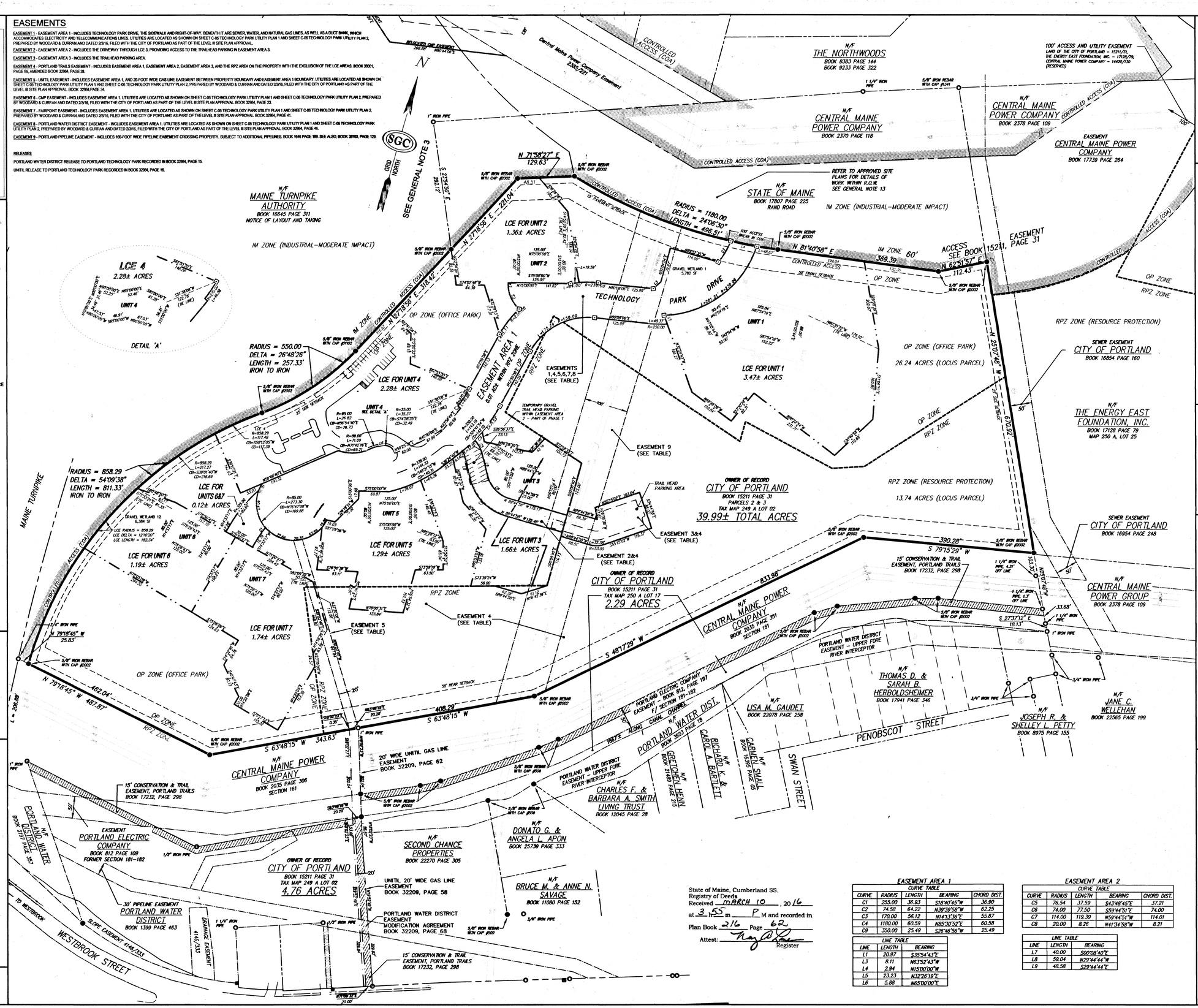
EASEMENT 8 - PORTLAND WATER DISTRICT EASEMENT - INCLUDES EASEMENT AREA 1. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/2/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL. BOOK 32984, PAGE 46.

EASEMENT 9 - PORTLAND PIPELINE EASEMENT - INCLUDES 100-FOOT WIDE PIPELINE EASEMENT CROSSING PROPERTY. SUBJECT TO ADDITIONAL PIPELINES. BOOK 1646 PAGE 169. SEE ALSO, BOOK 28783, PAGE 129.

RELEASES

PORTLAND WATER DISTRICT RELEASE TO PORTLAND TECHNOLOGY PARK RECORDED IN BOOK 32984, PAGE 15.

UNITIL RELEASE TO PORTLAND TECHNOLOGY PARK RECORDED IN BOOK 32984, PAGE 16.



State of Maine, Cumberland SS.
Registry of Deeds
Received MARCH 10, 2016
at 3 h 55 m P M and recorded in
Plan Book 216 Page 62
Attest: _____ Register

EASEMENT AREA 1

CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD DIST.
C1	255.00	36.93	S18°40'45"W	36.90
C2	74.58	64.22	N39°39'58"W	62.25
C3	170.00	56.12	N14°13'36"E	55.87
C4	1180.00	60.59	N85°30'52"E	60.58
C9	350.00	25.49	S26°46'56"W	25.49

LINE TABLE

LINE	LENGTH	BEARING
L1	20.97	S35°54'43"E
L3	8.11	N63°52'43"W
L4	2.94	N15°00'00"W
L5	23.23	N32°28'19"E
L6	5.88	N65°00'00"E

EASEMENT AREA 2

CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD DIST.
C5	76.54	37.59	S43°48'45"E	37.21
C6	74.00	77.50	S59°44'51"E	74.00
C7	114.00	119.39	N59°44'51"W	114.01
C8	20.00	8.26	N41°34'58"W	8.21

LINE TABLE

LINE	LENGTH	BEARING
L7	40.00	S00°08'40"E
L8	59.04	N29°44'44"W
L9	48.58	S29°44'44"E

CUMBERLAND COUNTY, ss REGISTRY OF DEEDS
Received: at ____ h ____ m ____ M, and
Filed in Plan Book ____ Page ____
ATTEST: _____ Register

REVISIONS:

NO.	DATE:	
1.	09-01-09	SUBMITTAL FOR REVIEW
2.	11-06-13	ADD UNIT BOUNDARIES AND SIGN EASEMENT
3.	03-17-14	APPROVED FOR SUBMITTAL
4.	3-08-16	SUBMITTED FOR AS FINAL

SEAL

SGC ENGINEERING, LLC
• Civil Design & Survey Engineering
• Environmental & Regulatory Permitting
• Electrical Power Systems Engineering
SERVING OUR CLIENTS IN THE U.S.A. & CANADA

Portland Office: 551 Canby Road, Westbrook, Maine 04092, Tel: 207-591-3119, Fax: 207-347-4191
Target Technology Center: 20 Godfrey Drive, Suite 300, Orono, Maine 04473, Tel: 207-866-6871
69 Swift Street, Suite 304, South Burlington, Vermont 05403, Tel: 802-865-1500, Fax: 802-865-1515
1909 East 20th Street, Suite 12, Tempe, Arizona 85281, Tel: 565-582-4974

SGC

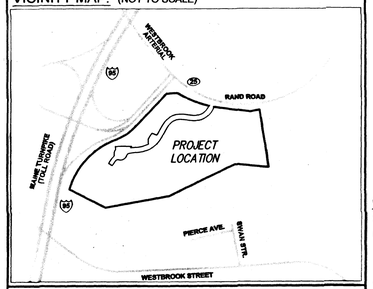
DATE: 09-29-11 | SHEET 1 OF 1
CALC: DED | PROJECT: 680001
DRAWN: DED | FILE: BND-680001 (r1)
CHECK: XXX
SCALE: 1" = 100'

CONDOMINIUM PLAT
OF
PORTLAND TECHNOLOGY PARK CONDOMINIUM
TECHNOLOGY PARK DRIVE
PORTLAND, MAINE

RECORD OWNER:
CITY OF PORTLAND, DECLARANT
389 CONGRESS STREET, PORTLAND, MAINE

Exhibit B
[See Attached Subdivision Plat]

VICINITY MAP: (NOT TO SCALE)



GENERAL NOTES:

1) THIS PLAN AND ALL WORK ASSOCIATED WITH IT WAS PERFORMED BY SGC ENGINEERING, LLC PURSUANT TO A PROFESSIONAL SERVICES CONTRACT BETWEEN WOODARD & CURRAN, INC. AND SGC ENGINEERING LLC, DATED SEPTEMBER 8, 2010 AND SIGNED MARCH 14, 2011.

2) REFERENCE DEED FOR THE LOCUS PARCEL IS SIMON A. SNYDER, JASON A. SNYDER, RONALD A. BARRIS, TRUSTEE OF THE THERESE BARRIS MARITAL TRUST, CYNTHIA B. BAKER, TRUSTEE OF THE THEODORE BARRIS TRUST, RONALD A. BARRIS AND CYNTHIA B. BAKER, CO-TRUSTEES OF THE BARRIS FAMILY TRUST TO THE CITY OF PORTLAND, DATED DECEMBER 7, 1999 AND RECORDED IN DEED BOOK 15211, PAGE 031 AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

3) THE BEARINGS SHOWN HEREON ARE REFER TO GRID NORTH AND ARE BASED ON PLAN REFERRED TO UNDER MAP REFERENCES, NOTE 1.

4) THE LOCUS PARCEL IS DEPICTED AS LOTS 1 & 2 IN BLOCK A ASSESSORS MAP 249 ABUTTING PROPERTY OWNER INFORMATION REFERENCED HEREON WAS TAKEN FROM THE CITY OF PORTLAND ASSESSOR'S DATA AS OF THE DATE OF THIS PLAN.

5) RAND ROAD IS A PUBLIC HIGHWAY, THE SIDELINE LOCATIONS ARE BASED ON THE PLAN REFERENCED UNDER NOTE 1 OF MAP REFERENCES BELOW AND MAINE TURNPIKE AUTHORITY PLANS ON FILE AT THE OFFICES FOR THE MAINE TURNPIKE AUTHORITY.

6) NO SUBSURFACE INVESTIGATION HAS BEEN PERFORMED BY SGC ENGINEERING, LLC. DIG-SAFE SHOULD BE CONTACTED PRIOR TO COMMENCING ANY EXCAVATION (888-344-7233).

7) THE BOUNDARY INFORMATION ON THIS PLAN IS BASED ON THE PLAN REFERENCED UNDER NOTE 1 OF MAP REFERENCES. SGC ENGINEERING FIELD CREWS COMPLETED A SURVEY OF THE PIPELINE LOCATIONS WITHIN THE PORTLAND PIPELINE COMPANY EASEMENT AND EXISTING MONUMENTATION FOUND AND SET BY PREVIOUS SURVEY COMPLETED BY LAND SERVICES, INC., FOR THE PURPOSE OF VERIFYING THEIR EXISTENCE AND TO OVERLAY DESIGN INFORMATION WITHIN BOUNDARIES DETERMINED BY LAND SERVICES, INC. SGC ENGINEERING DID NOT CONFIRM PERIMETER BOUNDARIES BEYOND LOCATION OF MONUMENTATION.

8) REFERENCE IS HEREBY MADE TO THE PORTLAND TECHNOLOGY PARK CONDOMINIUM DECLARATION OF CONDOMINIUM, INCLUSIVE OF BYLAWS, TO BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS AT BOOK _____, PAGE _____.

9) ELEVATIONS ARE BASED ON NAVD 1988 DATUM.

10) CLEARING LIMITS SHALL BE RESTRICTED TO LIMITED COMMON ELEMENT AREAS, EASEMENT AREA 1 ASSOCIATED WITH THE SITE ROADWAY, EASEMENT AREA 2 ASSOCIATED WITH ACCESS TO THE TRAIL HEAD PARKING, AND EASEMENT AREA 3 ASSOCIATED WITH THE TRAIL HEAD PARKING AND 20 FT WIDE EASEMENT AREA FOR THE GAS LINE (TO EASEMENT AREA 1 NEAR LCES 5 & 7. MANAGEMENT OF THE FORESTED COMMON AREAS OUTSIDE OF THE CLEARING LIMITS SHALL BE PERFORMED IN ACCORDANCE WITH A FOREST MANAGEMENT PLAN PREPARED FOR THE CITY OF PORTLAND AND APPROVED BY THE CITY ARBORIST. MONUMENTATION OF THE CLEARING LIMIT BOUNDARIES SHALL OCCUR PRIOR TO THE START OF CO NSTRUCTION.

11) PHASE 1 INCLUDES CONSTRUCTION OF ALL PROPOSED RIGHT-OF-WAY IMPROVEMENTS IN RAND ROAD; THE CONSTRUCTION OF APPROXIMATELY 1,050 LINEAR FEET OF THE EASEMENT AREA 1 ROADWAY AND UTILITIES TO A LOCATION JUST BEYOND THE ENTRANCE OF LCE #4; AND THE CONSTRUCTION OF LCE #1, LCE #2, LCE #3 AND LCE #4.

12) PROJECT IS SUBJECT TO THE CONDITIONS SET FORTH IN CITY OF PORTLAND SITE PLAN APPROVAL, SUBDIVISION APPROVAL, AND TRAFFIC MOVEMENT PERMIT; MAINE DEP NATURAL RESOURCES PROTECTION ACT AND SITE LOCATION OF DEVELOPMENT ACT DEPARTMENT ORDER; AND US ARMY CORPS OF ENGINEERS MAINE GENERAL PERMIT AUTHORIZATION. COPIES OF THESE DOCUMENTS ARE AVAILABLE THROUGH THE CITY OF PORTLAND ECONOMIC DEVELOPMENT OFFICE.

13) PROJECT IS SUBJECT TO THE PLANS APPROVED UNDER SITE PLAN REVIEW BY THE CITY OF PORTLAND PLANNING AUTHORITY. COPIES OF THESE DOCUMENTS ARE AVAILABLE THROUGH THE CITY OF PORTLAND ECONOMIC DEVELOPMENT OFFICE.

14) RESPONSIBILITIES FOR STORMWATER MANAGEMENT SYSTEM INSPECTIONS AND MAINTENANCE ARE IDENTIFIED WITHIN THE DECLARATION OF CONDOMINIUM. STORMWATER MANAGEMENT SYSTEM INSPECTION AND MAINTENANCE REQUIREMENTS ARE IDENTIFIED IN A STORMWATER MANAGEMENT PLAN AVAILABLE THROUGH THE CITY OF PORTLAND ECONOMIC DEVELOPMENT OFFICE.

15) A TABLE OF BASE INFORMATION ABOUT THE PORTLAND TECHNOLOGY PARK, INCLUDING PARKING, IMPERVIOUS SURFACE, STORMWATER TREATMENT, AND OTHER GENERAL SITE INFORMATION IS AVAILABLE WITH THE PLANNING AND URBAN DEVELOPMENT DEPARTMENT AND WILL BE UPDATED WITH EACH LCE DEVELOPMENT.

16) THERE ARE TWO PREVIOUS PLATS NOW SUPERSEDED:
- ORIGINAL SUBDIVISION PLAT APPROVED ON JANUARY 24, 2012 AND RECORDED ON OCTOBER 10, 2012 IN PLAN BOOK 212 PAGE 324
- FIRST AMENDED SUBDIVISION PLAT APPROVED MARCH 10, 2015 AND RECORDED JUNE 19, 2015 IN PLAN BOOK 215 PAGE 250, WHICH AMENDED THE ORIGINAL SUBDIVISION PLAT TO IDENTIFY THE LOCATION OF THE NEW GAS LINE EASEMENT SERVING THE OFFICE PARK.

17) PRIOR TO STARTING WORK ON ANY SITE, A PERFORMANCE GUARANTEE SHALL BE PROVIDED TO THE CITY AND APPROVED BY THE CITY OF PORTLAND PLANNING DIRECTOR.

MAP REFERENCES:

1) A PLAN ENTITLED "PLAN OF STANDARD BOUNDARY SURVEY, PROPERTY OF THE CITY OF PORTLAND, WESTBROOK STREET, PORTLAND, MAINE" DATED OCT. 1997 AND LAST REVISED OCT. 23, 2002, PREPARED BY LAND SERVICES INC.

LEGEND: LINETYPES & HATCH PATTERN

ADJACENT LOT LINE
ADJACENT R.O.W. LINE
LOCUS BOUNDARY LINE
OLD TRACT LINE
EASEMENT LINE
CONTROLLED ACCESS
OVERHEAD ELECTRIC LINE
SANITARY SEWER LINE
LIMITED COMMON ELEMENT YARD LIMIT
UNIT

LEGEND: POINT TYPES & SYMBOLS

CONCRETE BOUND
GRANITE BOUND TO BE SET
PIPE
REBAR
SOLID SMOOTH ROD
RAILROAD SPIKE
HANDICAPPED SYMBOL
UTILITY POLE
SQUARE CATCH BASIN
ROUND CATCH BASIN
DRAIN MANHOLE
LIMITED COMMON ELEMENT
L.C.E.
SINGLE POST SIGN
ELECTRIC MANHOLE
LIGHT POST
GAS VALVE
GAS VENT PIPE
SEWER MANHOLE
HYDRANT
WATER MANHOLE
WATER SHUT-OFF
WATER VALVE
DECIDUOUS TREE

GRAPHIC SCALE: 1" = 100'

100 50 0 100 200 300

EASEMENTS

EASEMENT 1 - EASEMENT AREA 1 - INCLUDES TECHNOLOGY PARK DRIVE, THE SIDEWALK AND RIGHT-OF-WAY, BENEATH IT ARE SEWER, WATER, AND NATURAL GAS LINES, AS WELL AS A DUCT BANK, WHICH ACCOMMODATES ELECTRICITY AND TELECOMMUNICATIONS LINES. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/3/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL.

EASEMENT 2 - EASEMENT AREA 2 - INCLUDES THE DRIVEWAY THROUGH LCE 3, PROVIDING ACCESS TO THE TRAILHEAD PARKING IN EASEMENT AREA 3.

EASEMENT 3 - EASEMENT AREA 3 - INCLUDES THE TRAILHEAD PARKING AREA.

EASEMENT 4 - PORTLAND TRAILS EASEMENT - INCLUDES EASEMENT AREA 1, EASEMENT AREA 2, EASEMENT AREA 3, AND THE RPZ AREA ON THE PROPERTY WITH THE EXCLUSION OF THE LCE AREAS. BOOK 3809, PAGE 66, AMENDED BOOK 32647 PAGE 29.

EASEMENT 5 - UNITIL EASEMENT - INCLUDES EASEMENT AREA 1, AND 20-FOOT WIDE GAS LINE EASEMENT BETWEEN PROPERTY BOUNDARY AND EASEMENT AREA 1 BOUNDARY. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/3/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL. BOOK 32944 PAGE 34.

EASEMENT 6 - CMP EASEMENT - INCLUDES EASEMENT AREA 1. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/3/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL. BOOK 32944 PAGE 23.

EASEMENT 7 - FAIRPOINT EASEMENT - INCLUDES EASEMENT AREA 1. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/3/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL. BOOK 32944 PAGE 41.

EASEMENT 8 - PORTLAND WATER DISTRICT EASEMENT - INCLUDES EASEMENT AREA 1. UTILITIES ARE LOCATED AS SHOWN ON SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 1 AND SHEET C-05 TECHNOLOGY PARK UTILITY PLAN 2, PREPARED BY WOODARD & CURRAN AND DATED 2/3/16, FILED WITH THE CITY OF PORTLAND AS PART OF THE LEVEL III SITE PLAN APPROVAL. BOOK 32944 PAGE 46.

EASEMENT 9 - PORTLAND PIPELINE EASEMENT - INCLUDES 100-FOOT WIDE PIPELINE EASEMENT CROSSING PROPERTY. SUBJECT TO ADDITIONAL PIPELINES. BOOK 1645 PAGE 188. SEE ALSO, BOOK 28709, PAGE 139.

CERTAIN PLANNING BOARD CONDITIONS OF SUBDIVISION APPROVAL

iv.) THIS APPROVAL ENTITLES THE APPLICANT AND FUTURE DEVELOPERS OF THE OFFICE PARK UNITS TO DEVELOP THE MAXIMUM NUMBER AND SIZE OF PARKING SPACES AS SHOWN ON THE SUBDIVISION PLAT AND OVERALL SITE PLAN SUBJECT TO PROVIDING CONFIRMATION OF THE NEED FOR THESE SPACES AND SPACE DIMENSIONS (VIA A PARKING ANALYSIS) AT THE TIME THAT THE UNIT IS UNDER SITE PLAN REVIEW; AND

v.) THAT THE CONDOMINIUM ASSOCIATION SHALL DEVELOP AND MANAGE A TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN ACCEPTABLE TO THE PLANNING AUTHORITY, REVIEWED AS PART OF THE INITIAL AND SUBSEQUENT SITE PLAN APPROVALS FOR EACH BUILDING UNIT WITHIN THE LIMITED COMMON ELEMENT AREAS; AND

vi.) THAT THE DEVELOPMENT OF LIMITED COMMON ELEMENT AREAS AND UNITS IS SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF PORTLAND PLANNING AUTHORITY FOR CONFORMANCE WITH THE PORTLAND TECHNOLOGY PARK DESIGN GUIDELINES AND CITY OF PORTLAND CODE OF ORDINANCES, CHAPTER 14 LAND USE, ARTICLE V. SITE PLAN FOR BUILDING ARCHITECTURE, SITE LANDSCAPING, SITE PEDESTRIAN CIRCULATION, BICYCLE PARKING, LAMP SPECIFICATIONS AND SIGNAGE AND ANY CHANGES OR ALTERATIONS TO APPROVED TRAFFIC, PARKING, ACCESS, UTILITY, EXTERIOR LIGHTING, TREE PRESERVATION AND STORMWATER FEATURES; AND

vii.) THE CLEARING LIMITS SHALL BE RESTRICTED TO LIMITED COMMON ELEMENT (LEC) AREAS, EASEMENT AREA 1 ASSOCIATED WITH THE SITE ROADWAY; EASEMENT AREA 2 ASSOCIATED WITH ACCESS TO THE TRAIL HEAD PARKING, AND EASEMENT AREA 3 ASSOCIATED WITH THE TRAIL HEAD PARKING, AND THE 20 FT WIDE EASEMENT AREA FOR THE GAS LINE (TO EASEMENT AREA 1 NEAR LCES 5 & 7); AND

viii.) THAT THE APPLICANT AND ALL ASSIGNS SHALL COMPLY WITH THE CONDITIONS OF CHAPTER 32 STORMWATER INCLUDING ARTICLE III, POST-CONSTRUCTION STORM WATER MANAGEMENT, WHICH SPECIFIES THE ANNUAL INSPECTIONS AND REPORTING REQUIREMENTS. THE DEVELOPER/CONTRACTOR/SUBCONTRACTOR MUST COMPLY WITH CONDITIONS OF THE CONSTRUCTION STORMWATER MANAGEMENT PLAN AND SEDIMENT & EROSION CONTROL PLAN BASED ON CITY STANDARDS AND STATE GUIDELINES; AND

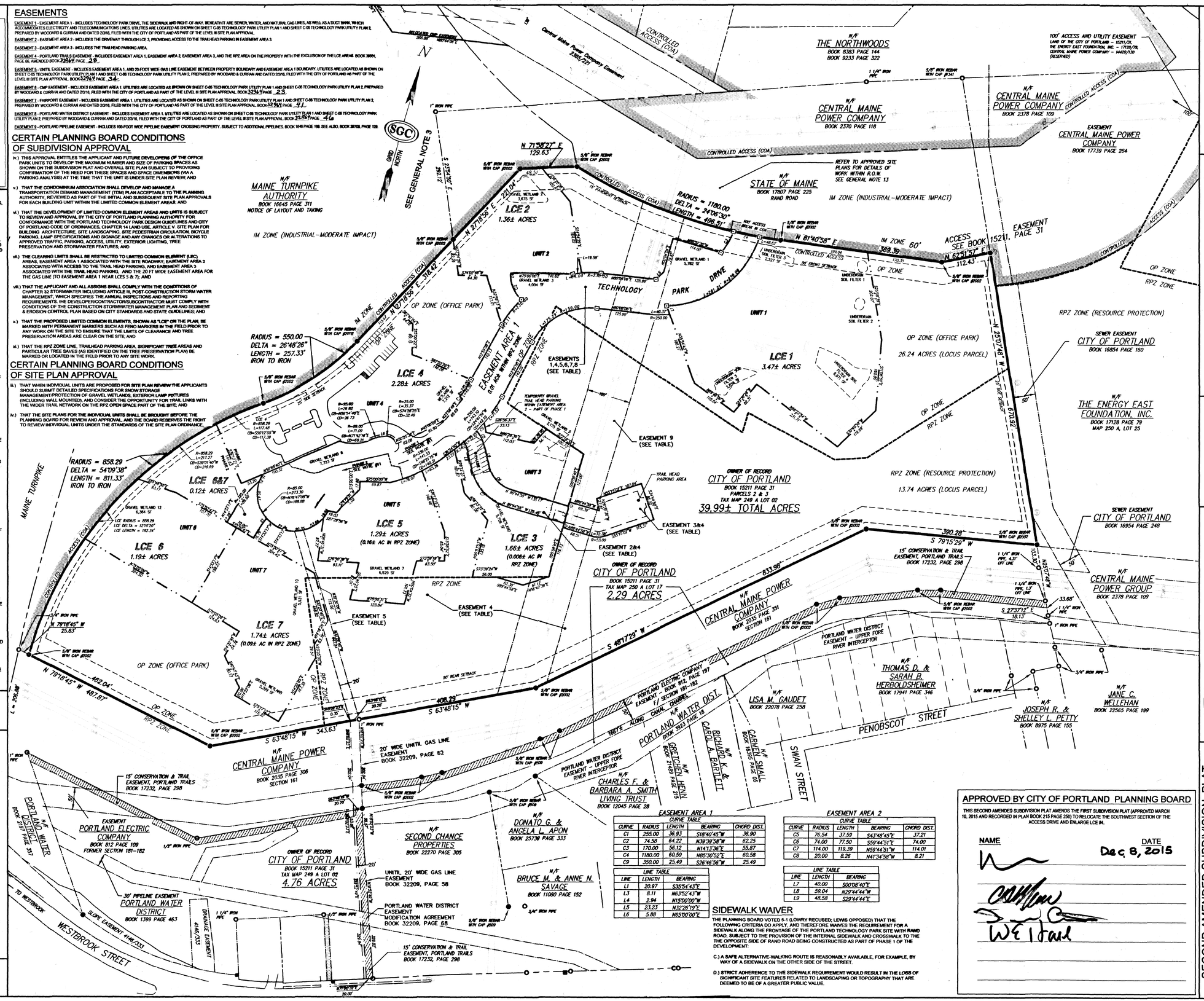
x.) THAT THE PROPOSED LIMITED COMMON ELEMENTS, SHOWN AS "LCE" ON THE PLAN, BE MARKED WITH PERMANENT MARKERS SUCH AS FEMO MARKERS IN THE FIELD PRIOR TO ANY WORK ON THE SITE TO ENSURE THAT THE LIMITS OF CLEARANCE AND TREE PRESERVATION AREAS ARE CLEAR ON THE SITE; AND

xi.) THAT THE RPZ ZONE LINE, TRAILHEAD PARKING AREA, SIGNIFICANT TREE AREAS AND PARTICULAR TREE SAVES (AS IDENTIFIED ON THE TREE PRESERVATION PLAN) BE MARKED OR LOCATED IN THE FIELD PRIOR TO ANY SITE WORK.

CERTAIN PLANNING BOARD CONDITIONS OF SITE PLAN APPROVAL

iii.) THAT WHEN INDIVIDUAL UNITS ARE PROPOSED FOR SITE PLAN REVIEW THE APPLICANTS SHOULD SUBMIT DETAILED SPECIFICATIONS FOR SNOW STORAGE MANAGEMENT/PROTECTION OF GRAVEL WETLANDS, EXTERIOR LAMP FIXTURES (INCLUDING WALL MOUNTED), AND CONSIDER THE OPPORTUNITY FOR TRAIL LINKS WITH THE WIDER TRAIL NETWORK ON THE RPZ OPEN SPACE PART OF THE SITE; AND

iv.) THAT THE SITE PLANS FOR THE INDIVIDUAL UNITS SHALL BE BROUGHT BEFORE THE PLANNING BOARD FOR REVIEW AND APPROVAL, AND THE BOARD RESERVES THE RIGHT TO REVIEW INDIVIDUAL UNITS UNDER THE STANDARDS OF THE SITE PLAN ORDINANCE.



EASEMENT AREA 1 CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD DIST.
C1	255.00	36.93	S18°40'45"W	36.90
C2	74.58	64.22	N39°39'58"W	62.25
C3	170.00	56.12	N14°13'36"E	55.87
C4	1180.00	60.59	N85°30'52"E	60.58
C9	350.00	25.49	S26°46'56"W	25.49

EASEMENT AREA 1 LINE TABLE

LINE	LENGTH	BEARING
L1	20.97	S35°54'43"E
L3	8.11	N63°52'43"W
L4	2.94	N15°00'00"W
L5	23.23	N32°26'19"E
L6	5.88	N65°00'00"E

EASEMENT AREA 2 CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD DIST.
C5	76.54	37.59	S43°48'45"E	37.21
C6	74.00	77.50	S59°44'51"E	74.00
C7	114.00	119.39	N59°44'51"W	114.01
C8	20.00	8.26	N41°34'58"W	8.21

EASEMENT AREA 2 LINE TABLE

LINE	LENGTH	BEARING
L7	40.00	S00°08'40"E
L8	59.04	N29°44'44"W
L9	48.58	S29°44'44"E

SIDEWALK WAIVER

THE PLANNING BOARD VOTED 5-1 (LOWRY RECUSED; LEWIS OPPOSED) THAT THE FOLLOWING CRITERIA DO APPLY, AND THEREFORE WAIVES THE REQUIREMENT FOR A SIDEWALK ALONG THE FRONTAGE OF THE PORTLAND TECHNOLOGY PARK SITE WITH RAND ROAD, SUBJECT TO THE PROVISION OF THE INTERNAL SIDEWALK AND CROSSWALK TO THE OPPOSITE SIDE OF RAND ROAD BEING CONSTRUCTED AS PART OF PHASE 1 OF THE DEVELOPMENT:

C.) A SAFE ALTERNATIVE-WALKING ROUTE IS REASONABLY AVAILABLE, FOR EXAMPLE, BY WAY OF A SIDEWALK ON THE OTHER SIDE OF THE STREET.

D.) STRICT ADHERENCE TO THE SIDEWALK REQUIREMENT WOULD RESULT IN THE LOSS OF SIGNIFICANT SITE FEATURES RELATED TO LANDSCAPING OR TOPOGRAPHY THAT ARE DEEMED TO BE OF A GREATER PUBLIC VALUE.

APPROVED BY CITY OF PORTLAND PLANNING BOARD

THIS SECOND AMENDED SUBDIVISION PLAT AMENDS THE FIRST SUBDIVISION PLAT (APPROVED MARCH 10, 2015 AND RECORDED IN PLAN BOOK 215 PAGE 250) TO RELOCATE THE SOUTHWEST SECTION OF THE ACCESS DRIVE AND ENLARGE LCE #4.

NAME — DATE Dec 8, 2015

W E Hall

CUMBERLAND COUNTY, ss REGISTRY OF DEEDS
Received: MARCH 10 2016
at 3 h 56 m P M and
Filed in Plan Book 216 Page 63
ATTEST: Nancy L. Lane, Register

REVISIONS:

NO.	DATE	
1	9-30-2011	SUBMITTAL FOR CONCEPTUAL REVIEW
2	10-17-2011	SECOND SUBMISSION FOR REVIEW
3	1-17-2012	THIRD SUBMISSION FOR REVIEW
4	7-17-2012	FINAL SUBMISSION FOR REVIEW
5	9-25-2012	REVISED PER WOODARD & CURRAN, INC.
6	2-12-2015	ADD GAS EASEMENT
7	5-1-2015	REVISED PER PLANNING BOARD HEARING
8	3-9-16	REVISED LCE 4 AND ROAD BOUNDARY

SEAL — ME 2251 — Mar 8 2016 — ONLY VALID WITH ORIGINAL STAMP

SGC ENGINEERING, LLC
• Civil Design & Survey Engineering
• Environmental & Regulatory Permitting
• Electrical Power Systems Engineering

SERVING OUR CLIENTS IN THE U.S.A. & CANADA

501 County Road Westbrook, Maine 04092 Tel: 207-856-0277 Fax: 207-347-4101	Tanger Technology Center 32 Lafayette Place Gray, Maine 04039 Tel: 207-657-6910 Fax: 207-657-6912
1006 East 20th Street 6B Burtt Street Suite 1 South Portland, ME 04106 Tel: 207-956-0321 Fax: 207-956-0322	6 Bartlett Street Suite M #1401 Portsmouth, NH 03801 Tel: 603-582-8974

DATE: 09-29-11 SCALE: 1" = 100' | CALC/DED DRAWN: DED CHECK: SGC | PROJECT: 695001 FILE: BND-695001 (r1) | SHEET 1 OF 1

SECOND AMENDED SUBDIVISION PLAT OF
PORTLAND TECHNOLOGY PARK CONDOMINIUM
RAND ROAD, PORTLAND, MAINE

RECORD OWNER:
CITY OF PORTLAND
389 CONGRESS STREET, PORTLAND, MAINE

1014 / 017C

Exhibit C

COMPLIANCE WITH EDA RESTRICTIVE COVENANTS

The Seller and Buyer acknowledge that the Property was improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, EDA Project Number 01-01-08630 and is subject to the terms and conditions of the EDA financial assistance award. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

Real Property or tangible Personal Property improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the Award, in this case, commercial purposes and EDA policies concerning adequate consideration and environmental compliance; and any applicable provisions of 13 CFR §314. It may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. §302.20 or for inherently religious activities prohibited by applicable federal law.

Buyer agrees to provide Seller and/or EDA with any document, evidence or report required to assure compliance with federal and state law, including, but not limited to, applicable federal and state environmental laws.

The use of the Property, (improved with EDA assistance), for any purpose other than the authorized purpose of the EDA grant, which in this case is commercial uses, is prohibited. This covenant shall remain in effect for a period of twenty (20) years.

Order 135-25/26
Passage: 5-4 on 02/23/2026 (Councilors Fournier, Pelletier, Bullett, and Phillips opposed)

Effective: 03/05/2026

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 PURCHASE AND SALE AGREEMENT BETWEEN CARASSAS HOLDINGS LLC AND PORTLAND RE: PORTLAND TECHNOLOGY PARK PROPERTY

ORDERED, that the Purchase and Sale Agreement with Carassas Holdings LLC for property at Portland Technology Park is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of this Order and the Purchase & Sale Agreement.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT made this _____ day of _____, 2026 (the "Effective Date") is by and between the **CITY OF PORTLAND,** a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter referred to as "Seller" or "City"), and **CARASSAS HOLDINGS LLC and/or assigns**, a Maine Limited Liability Company, with a mailing address of 39 Immersion Driver, Scarborough, Maine 04074 (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, Seller owns an approximately 3.47 acre parcel of land located at the Portland Technology Park, City of Portland, County of Cumberland, State of Maine, being known as Unit 1, LCE For Unit 1 on that certain Condominium Plat of Portland Technology Park Condominium, Rand Road, Portland, Maine dated March 9, 2016, prepared by SGC Engineering, LLC for the City of Portland – Declarant and recorded in the Cumberland Registry of Deeds on March 10, 2016, in Plan Book 216, Page 62 (the "Condominium Plat," a copy of which is attached hereto as Exhibit A and made a part hereof), and that certain Second Amended Subdivision Plat of Portland Technology Park Condominium dated March 8, 2016, prepared by SGC Engineering, LLC for the City of Portland approved by the City of Portland Planning Board on December 8, 2015 and recorded in the Cumberland County Registry of Deeds on March 10, 2016 in Plan Book 216, Page 63 (the "Subdivision Plat," a copy of which is attached hereto as Exhibit B and made a part hereof), and being further described as Unit 6 and Unit 7 of the condominium known as the Portland Technology Park Condominium, of which the Seller is the declarant as described in that certain Declaration of Condominium for the Portland Technology Park Condominium recorded in the Cumberland County Registry of Deeds on March 10, 2016, Book 32969, pages 97 as amended by a Certificate of Amendment To The Bylaws Of The Portland Technology Park Condominium Association dated December 14, 2018, recorded in the Cumberland County Registry of Deeds Book 35373, Page 323 (collectively, the "Declaration of Condominium"), together with all improvements, fixtures and rights appurtenant thereto, all as more particularly shown and depicted on Exhibit A (the "Property"). Title reference is made to a deed from Simon A. Snyder et alia to the City of Portland dated December 7, 1999 and recorded in the Cumberland County Registry of Deeds, Book 15211, Page 31; and

WHEREAS, Seller intends to sell the Property, and Buyer desires to acquire the Property and to construct on the Property a 20,000 square foot commercial building to use as a multi-tenanted warehouse/light industrial building ("Buyer's Development").

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.

Seller agrees to sell the Property, and Buyer agrees to purchase the Property in accordance with the provisions hereof. It is hereby agreed and acknowledged that the actual description of the Property shall be determined based on the title and related due diligence work to be completed by Buyer pursuant to this Agreement and that such description shall be subject to Buyer's and Seller's final review and approval before including the same in the Deed (as that term is defined below) to be delivered by Seller to Buyer as set forth and described below.

2. CONSIDERATION.

The consideration for the property shall be Two Hundred Thousand Dollars ($200,000.00) ("Purchase Price"), payable as follows:

(a) A deposit of Ten Thousand Dollars ($10,000.00) to be paid by Buyer within two (2) business days of the Effective Date and held in escrow by Buyer's agent, Nate Stevens of The Boulos Company (the "Escrow Agent"), until closing and applied to the Purchase Price (or, if applicable, until returned to Buyer pursuant to this Agreement) (the "Deposit"); and

(b) The Purchase Price, less the Deposit and any Extension Payments (defined below) to be paid by Buyer to Seller at closing by wire transfer, subject to the adjustments provided for in this Agreement.

3. TITLE AND DUE DILIGENCE.

a. Due Diligence Period. Buyer will have from the Effective Date until 4:00 PM on the day that is one hundred twenty (120) days after the Effective Date (the "Due Diligence Period") to complete any surveys, environmental review, inspections, and title examinations, and to obtain any site plan approvals, and any other permits and regulatory approvals required for the construction of Buyer's Development. Upon satisfactory completion of Due Diligence Period, buyer shall pay Ten Thousand Dollars ($10,000) as additional Earnest Money Deposit.

b. Provided that Buyer is conducting its due diligence in good faith, Buyer shall have the right to one (1) thirty (30) day extension of the Due Diligence Period.

c. Permitting Period. Buyer will have from the satisfactory completion of the Due Diligence Period, one hundred twenty (120) days to obtain all discretionary and administrative permits and approvals (the "Required Permits") for their intended development on the site.

d. Buyer may extend the Permitting Period for one additional sixty (60) day period by written notice to Seller given prior to the expiration of the Permitting Period. If Buyer extends the Permitting Period, Buyer will pay Ten Thousand Dollars ($10,000) as additional Earnest Money Deposit (the "Extension

Deposit") in escrow within two (2) business days of the expiration of the Permitting Period.

e. Deed. Seller shall convey the Property to Buyer at the closing in fee simple by municipal quitclaim deed with good and insurable title, subject to: (a) easements, privileges, restrictions, conditions, development rights, special declarant rights, and agreements created by or referred to in the Declaration of Condominium, as well as the matters shown or disclosed on the Condominium Plat and the Subdivision Plat, as may be amended; (b) provisions of (i) the Maine Condominium Act, and all amendments thereto; and (ii) the Declaration of Condominium, the bylaws and the plats and plans for The Portland Technology Park Condominium Association and all amendments or modification thereto; (iii) building, zoning and land use ordinances; (c) all restrictions required because the roadway serving the Portland Technology Park Condominium (including the Property), which roadway will continue to be owned by the Seller, was improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, a copy of which restrictions is attached hereto as Exhibit C; and (d) such taxes and assessments, including common expenses allocable to the Property, if any, as are due and payable on the date of delivery of the Deed. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Municipal Quitclaim Deed without Covenant (the "Deed"). Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Property 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 Property had such property remained taxable.

f. 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.

g. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate

this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).

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 Property 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 Property 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 Property.

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 harmless the City 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 Property, Buyer agrees to either return the Property 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 Property 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, Buyer will be entitled to a refund of the Deposit, 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 closing date and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes will be assessed for the fiscal year during which the closing occurs and no taxes will be prorated at the closing, provided, however, that any assessments and utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid by Buyer in accordance with 36 M.R.S.A. § 4641-A. Seller 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. RISK OF LOSS.

The risk of loss or damage to the Property by fire or otherwise, until transfer of title hereunder, is assumed by the Seller. The Property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event Seller is not able to deliver the Property as stated, Buyer may terminate this Agreement and receive a refund of the Deposit.

7. **PROPERTY SOLD "AS IS, WHERE IS**."

Buyer acknowledges that Buyer has had an opportunity to inspect the Property, and to hire professionals to do so, and that the Property 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 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. 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.

8. 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 within thirty (30) days after the end of the Permitting Period (the "Closing Date"). At the Closing:

a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed without covenant conveying to Buyer good and insurable title to the Property, 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 Property 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.

9. **DEFAULT AND REMEDIES**.

a. In the event of Buyer's default under any of the terms, covenants or conditions of this Agreement, Seller shall have the right to retain the Deposit, any Extension Payments, and any interest accrued thereon as aforesaid as liquidated damages for the breach and not as a penalty therefor. The Buyer and Seller acknowledge and agree that (i) it is not feasible to determine accurately the measure of damages that will be caused to Seller by the Buyer's breach because the uniqueness of the Property at its location preclude the utility of comparable figures to determine the extent of damages and (ii) that the amount stated as liquidated damages is agreed to reasonably forecast the amount necessary to compensate Seller for its loss in the light of the circumstances stated in clause (i) and the attendant uncertainties in marketing the Property to another purchaser.

b. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer may, as its sole remedy therefor, and subject to the terms of this paragraph, either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive the Deposit and the Extension Payments, plus any interest earned or accrued thereon.

10. SELLER'S RIGHT TO REPURCHSE

If Buyer does not commence construction of Buyer's Development within 18 months after the Closing Date, Seller shall have the right, but not the obligation, to repurchase the Property at the Purchase Price. Upon Seller's exercise of its right to repurchase the Property, Buyer shall convey the Property to Seller free and clear of all mortgages, liens, and other encumbrances, except as set forth in the Condominium Plat, the Condominium Declaration, and the Subdivision Plat. This right to repurchase shall be assignable by the City. 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.

11. 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.

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 Seller and Buyer.

13. 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.

14. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine. The parties 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.

15. NOTICE.

Any notice required or permitted under this Agreement shall be deemed sufficient if mailed with first class postage affixed or delivered in person to:

FOR THE SELLER: City of Portland
Attention: City Manager
389 Congress Street
Portland, ME 04101

FOR THE BUYER: Carassas Holdings, LLC
39 Immersion Drive
Scarborough, ME 04074

Either party may change their address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

16. 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. A signature in a faxed, pdf or other reproduced or electronic document shall be considered

the equivalent of an original signature.

17. <u>BROKERS</u>.

Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction, other than that Seller has been represented by Nate Stevens of The Boulos Company, and that Buyer has been represented by Jon Rizzo of The Boulos Company. Nate Stevens' commission will be paid by Seller pursuant to the terms of a separate agreement between Seller and The Boulos Company, and Jon Rizzo's commission will be paid by Nate Stevens. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to and limited by the defenses, immunities and limitations of damages available to the Maine Tort Claims Act, Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller'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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF PORTLAND

_____ By:_____
WITNESS Danielle P. West
Its City Manager

CARASSAS HOLDINGS LLC

_____ By:_____
WITNESS Name: _____
Its: _____

Exhibit A
[See Attached Condominium Plat]

Exhibit B
[See Attached Subdivision Plat]

Exhibit C

COMPLIANCE WITH EDA RESTRICTIVE COVENANTS

The Seller and Buyer acknowledge that the Property was improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, EDA Project Number 01-01-08630 and is subject to the terms and conditions of the EDA financial assistance award. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

Real Property or tangible Personal Property improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the Award, in this case, commercial purposes and EDA policies concerning adequate consideration and environmental compliance; and any applicable provisions of 13 CFR §314. It may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. §302.20 or for inherently religious activities prohibited by applicable federal law.

Buyer agrees to provide Seller and/or EDA with any document, evidence or report required to assure compliance with federal and state law, including, but not limited to, applicable federal and state environmental laws.

The use of the Property, (improved with EDA assistance), for any purpose other than the authorized purpose of the EDA grant, which in this case is commercial uses, is prohibited. This covenant shall remain in effect for a period of twenty (20) years.

MEMORANDUM
City Council Agenda Item

FROM: Wesley Brumbaugh
Cemetery Director

DATE: May 30, 2026

SUBJECT: Order 254-25/26 Approving Memorandum of Understanding and Accepting and Appropriating $45,000 from Friends of Lincoln Park, Inc. RE: Lincoln Park fence Restoration, Federal Street - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle West, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 6/15/2026 **Final Action 7/20/2026**

Can action be taken at a later date: Yes N/a

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

PRESENTATION: Wesley Brumbaugh, Director of Cemeteries and Historic Projects available for questions

I. SUMMARY

Order authorizing the City Manager to execute a Memorandum of Understanding accepting a $45,000.00 gift from the Friends of Lincoln Park to fund the Phase III fence restoration project along Federal Street.

II. AGENDA DESCRIPTION

This item accepts a $45,000 donation from Friends of Lincoln Park for phase III the Federal Street Fence Restoration Project.

The historic iron fencing surrounding Lincoln Park is undergoing a multi-phase restoration effort to preserve a vital piece of the City's cultural and architectural heritage. To date, previous phases have successfully completed the restoration of the fencing along Congress Street and Pearl Street. The current phase of the project focuses on the third length of the perimeter, located along Federal Street.

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

III. BACKGROUND

The historic iron fencing surrounding Lincoln Park is undergoing a multi-phase restoration effort to preserve a vital piece of the City's cultural and architectural heritage. To date, previous phases have successfully completed the restoration of the fencing along Congress Street and Pearl Street.

The current phase of the project focuses on the third length of the perimeter, located along Federal Street. The Friends of Lincoln Park, a dedicated non-profit partner, has generously offered a gift of $45,000.00 to the City of Portland to advance this project.

The proposed Memorandum of Understanding (MOU) establishes the framework for accepting and utilizing these funds. Acceptance of this gift will allow the City to maintain continuity of operations by retaining the current specialized contractor, securing necessary vendors, and initiating the procurement of long-lead materials. These funds will sustain the project's momentum while staff actively identifies and secures additional funding sources required for full project completion.

Recommendation: Staff recommends the approval of the Memorandum of Understanding and the formal acceptance of the $45,000.00 gift to support the continued restoration of Lincoln Park.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Federal Street portion of the fence surrounding Lincoln Park is the third length of the fence we intend to restore. Previous projects have restored the lengths of fencing along Congress Street and Pearl Street.

V. FINANCIAL IMPACT

The result of the acceptance/approval of this Memorandum of Understanding will be the receipt of a $45,000.00 gift from the Friends of Lincoln Park to begin the project of restoring the length of fencing along Lincoln Park along Federal Street.

VI. STAFF ANALYSIS AND BACKGROUND

This gift will allow us to continue employing the current contractor, secure vendors, and begin the acquisition of materials necessary to complete the project until additional funding sources can be identified and secured.

VII. RECOMMENDATION

Staff recommends the approval of the Memorandum of Understanding and the formal acceptance of the $45,000.00 gift to support the continued restoration of Lincoln Park.

VIII. LIST ATTACHMENTS

1. Order - Approving MOU re Lincoln Park Fence
2. LPF - Federal Street - Approved FoLP MOU - 2026.5.14 - ES Draft - Wesley Brumbaugh.docx - Google Docs

Prepared by:
Wesley Brumbaugh
Cemetery Director
Date: 05/30/2026

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 MEMORANDUM OF UNDERSTANDING AND ACCEPTING AND APPROPRIATING $45,000 FROM FRIENDS OF LINCOLN PARK, INC. RE: LINCOLN PARK FENCE RESTORATION, FEDERAL STREET

ORDERED, that a Memorandum of Understanding, substantially in the form attached hereto, is hereby approved and the $45,000 contribution from Friends of Lincoln Park, Inc. is hereby accepted and that amount appropriated to be utilized for the restoration of the Lincoln Park Fence along Federal Street pursuant to the terms of the Memorandum of Understanding; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute said Memorandum of Understanding and whatever other documents are necessary to effect the intent and purpose of this Order.

Memorandum of Understanding Between
City of Portland
and
Friends of Lincoln Park
Project: Lincoln Park Fence Restoration, Federal Street

WHEREAS, the City of Portland ("City") is a municipality under the laws of the State of Maine with a principal location at 389 Congress Street, Portland, Maine 04101; and

WHEREAS, the Friends of Lincoln Park ("Friends") is a non-profit corporation under the laws of the State of Maine with a mailing address of 168 York Street, Portland, Maine 04101; and

WHEREAS, the restoration of Lincoln Park was identified as a priority project by the City and the Friends; and

WHEREAS, the purpose of this Memorandum of Understanding ("MOU") is to address the City and the Friends' collaboration to restore the historic Lincoln Park Fence along Federal Street; and

WHEREAS, the City adopted a Landscape Rehabilitation Plan in 2014 to guide rehabilitation of this significant Historic Landscape; and

WHEREAS, the City is currently seeking funds for the cost of restoration of the Lincoln Park Fence along Federal Street, which includes surveying, modeling, and drafting for the project, and the acquisition and fabrication of necessary materials for the complete length of existing fencing and the restoration of two gates along Federal Street. The estimated cost for this work is $400,000; and

WHEREAS, the Friends is willing to give the City funds in the amount of $45,000 to begin this project ; and

WHEREAS, the City is currently seeking additional funds for the cost of materials acquisitions, services, and restoration of two gates and the length of fencing along Federal Street of the Lincoln Park. The estimated cost for this work is $400,000; and

NOW THEREFORE, in consideration of the following, including the above recitals which are incorporated herein, the City and Friends hereby agree as follows:

1. The Friends shall provide the City funds in the amount of $45,000 to begin funding the cost of the restoration of the Lincoln Park Fence along Federal Street immediately upon execution of this MOU;
2. The City will apply the funds to the cost of the restoration of the Lincoln Park Fence along Federal Street which will be conducted at the sole discretion of the City in accordance with the City Code and State law requirements including, but not limited to, the City's Site Plan and Historic Preservation Ordinances and in accordance with the Landscape Rehabilitation Plan;
3. The City agrees to pursue additional funding including, but not limited to, capital improvement funds, grants, in-kind services, and/or other financial sources, to continue the restoration of the Lincoln Park Fence along Federal Street, beyond the work covered by this MOU;
4. This agreement represents the entire agreement between the Friends and the City with regard to the gift

of $45,000 in funds to be applied toward the complete restoration of the Lincoln Park Fence along Federal Street and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations and/or representations.

5. This agreement may not be modified except for in writing executed by the Friends and the City.

Seen and Agreed to this ____ day of _____, 2026.

WITNESS **Friends of Lincoln Park**

_____ _____

Frank E. Reilly, President, Board of Directors

WITNESS **City of Portland**

_____ _____

Danielle P. West, City Manager

_____

Approved by Corporation Counsel

_____

Approved by Finance Director

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 29, 2026

SUBJECT: Order 255-25/26 Accepting and Appropriating Asset Forfeiture Funds to the Portland Police Department RE: State of Maine v. Timothy Edward Hansen - 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: No

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION

This Order accepts and appropriates funds recovered by the Portland Police Department on May 4, 2020, during an investigation at a local hotel, where Hansen was found in possession of crystal methamphetamine and fentanyl. The Council approved a preliminary acceptance of the funds at its March 16, 2026 City Council Meeting via Order 155-25/26. This action accepts and appropriates $1,322.00 in asset forfeiture funding granted to the City of Portland set forth in the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property.

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

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating Asset Forfeiture Funds re Hansen
2. 05.27.26 Timothy Hansen final forfeiture Order
3. Order 155-25-26 (PDF)

Prepared by:
Date: 05/29/2026

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 ASSET FORFEITURE FUNDS TO THE PORTLAND POLICE DEPARTMENT
RE: STATE OF MAINE V. TIMOTHY EDWARD HANSEN

ORDERED, that pursuant to the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property in the case State of Maine v. Timothy Edward Hansen, $1,322.00 in asset forfeiture funds is hereby accepted and that amount appropriated the Portland Police Department; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary or convenient to effect the intent and purpose of this Order.

AARON M. FREY
ATTORNEY GENERAL

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

125 PRESUMPSCOT ST., SUITE 26
PORTLAND, MAINE 04103
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

May 13, 2026

Chief Mark Dubois
Portland Police Department
109 Middle Street
Portland, ME 04101

Re: State v. Timothy Edward Hansen
Docket No. CR-20-2006
Final Order of Disposition of Property

Dear Chief Dubois:

Please find enclosed a certified copy of the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property. This Final Order grants the Municipality of Portland possession and ownership of the $1,322.00 U.S. Currency as specifically set forth in the order.

This now finally concludes this matter, including the criminal forfeiture. The $1,322.00 U.S. Currency now belongs to your municipality and may be used however your municipality may wish. It has been my pleasure to have been of assistance to you and your agency.

Sincerely,

John Risler
Assistant Attorney General

JR/mll
Enclosure

STATE OF MAINE
CUMBERLAND, ss

UNIFIED CRIMINAL COURT
PORTLAND
Docket No. CUMCD-CR-2020-02006

State of Maine

v.

Timothy Edward Hansen
Defendant;

and

$1,322.00 U.S. Currency
Defendant(s) In Rem

CRIMINAL FORFEITURE
FINAL ORDER OF
DISPOSITION OF PROPERTY

An Indictment was returned by the Cumberland County Grand Jury on or about July 24, 2020, against the Defendant(s) In Rem which finds by probable cause that the Defendant(s) In Rem is forfeitable pursuant to 15 M.R.S.A. §5821 and §5826, and the Court finds from the record that:

1. The Defendant(s) In Rem is subject to Criminal Forfeiture pursuant to 15 M.R.S.A. §5821 and §5826.

2. The Court finds from the record that there was an adjudication by jury verdict of forfeiture entered against the Defendant In Rem or a guilty plea made on the record by the Defendant, Timothy Edward Hansen, on or about November 2, 2020.

3. The attorney for the State did not need to provide Notice to any ancillary third-parties pursuant to 15 M.R.S.A. §5826(5) because no person was known to have alleged an interest in the property.

4. The Court finds from the record that the Municipality of Portland, Maine, did, on or about March 30, 2026, grant its Approval of the Municipality of Portland, agreeing to accept all or any portion of the Defendant(s) In Rem as required pursuant to 15 M.R.S.A. Sec 5824.

5. It appears that the contributions of the Portland Police Department were "substantial" within the meaning of 15 M.R.S.A. §5826(6), and therefore the transfers below are appropriate.

THEREFORE, THE COURT ORDERS:

a) The Defendant(s) In Rem is hereby forfeited to the State of Maine and all rights and privileges pertaining thereto are exclusively bestowed upon the State of Maine, and the State of Maine has clear title to the property that is the subject of the Indictment dated July 24, 2020.

b) Pursuant to 15 M.R.S.A. §5826, the Defendant(s) In Rem, namely $1,322.00 U.S. Currency, is hereby ordered transferred to the Municipality of Portland which transfer is found

to be "appropriate" based upon the "substantial contribution" made by the Portland Police Department in the investigation of this or a related criminal case.

Dated: 5/4/26

JUDGE / JUSTICE Unified Criminal Docket

Hon. Deborah Cashman

A True Copy
Attest: Shelly Sawyer
Clerk of Courts

Order 155-25/26
Passage: 6-1 on 03/16/2026 (Councilor Pelletier opposed) (Councilors Ali and Michniewicz absent)

Effective: 03/26/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPROVING TRANSFER OF FORFEITURE ASSETS UNDER 15 M.R.S. §5824(3) RE: TIMOTHY EDWARD HANSEN

ORDERED, that the City Council hereby approves the transfer of forfeiture assets in the case of State of Maine vs. Timothy Edward Hansen, pursuant to 15 M.R.S. §5824(3) and as provided in the attached "Approval of Transfer."

.

STATE OF MAINE
Cumberland, ss

UNIFIED CRIMINAL COURT
Docket No. CR-20-2006

State of Maine

v.

Timothy Edward Hansen
Defendant;

And

$1,322.00 U.S. Currency
Defendant(s) In Rem

Municipality of Portland
Approval of Transfer
15 M.R.S.A. §5824(3)

NOW COMES the Municipality of Portland, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, namely $1,322.00 U.S. Currency or any portion thereof, on the grounds that the Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Municipality of Portland, Maine, does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. §5824(3) & §5826(6) by vote of the Portland municipal legislative body on or about

Dated: _____

_____
Mayor
Portland, Maine
(Impress Legislative Body Seal Here)

AARON M. FREY
ATTORNEY GENERAL

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

125 PRESUMPSCOT ST., SUITE 26
PORTLAND, MAINE 04103
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

January 5, 2026

Portland Police Department
Chief Mark Dubois
109 Middle Street
Portland, ME 04101

RE: State of Maine v. Timothy Edward Hansen
Cumberland County Unified Criminal Court
Docket No. CR-20-2006
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Dubois:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court**;

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) In Rem will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) In Rem are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) In Rem to a Department, Agency, County or Municipality based upon the "substantial contribution" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) In Rem or portions thereof. In order to streamline what is

otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

John Risler
Assistant Attorney General

JR/mll
Enclosure

STATE OF MAINE
CUMBERLAND, ss

UNIFIED CRIMINAL COURT
Docket No. CR-20-2006

State of Maine

v.

Timothy Edward Hansen
Defendant;

And

$1,322.00 U.S. Currency
Defendant(s) In Rem

Municipality of Portland
Approval of Transfer
15 M.R.S.A. §5824(3)

NOW COMES the Municipality of Portland, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, namely $1,322.00 U.S. Currency, or any portion thereof, on the grounds that the Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Municipality of Portland, Maine, does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Portland municipal legislative body on or about

Dated: _____

_____
Municipal Officer
Portland, Maine
(Impress municipal legislative body seal here)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 29, 2026

SUBJECT: Order 256-25/26 Accepting and Appropriating Asset Forfeiture Funds to the Portland Police Department RE: State of Maine v. Justin I. Williams - 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: No

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION

This Order accepts and appropriates funds recovered by the Portland Police Department following a traffic stop in August 2023, during which Williams was found in possession of approximately 45 grams of cocaine base and suspected drug proceeds. The Council approved a preliminary acceptance of the funds at its March 16, 2026 City Council Meeting via Order 156-25/26. This action accepts and appropriates $2,060.00 in asset forfeiture funding granted to the City of Portland set forth in the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property.

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

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating Asset Forfeiture Funds re Williams
2. 05.27.2026 Justin Williams Final Forfeiture Order
3. Order 156-25-26 (PDF)

Prepared by:
Date: 05/29/2026

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 ASSET FORFEITURE FUNDS TO THE PORTLAND POLICE DEPARTMENT
RE: STATE OF MAINE V. JUSTIN I. WILLIAMS

ORDERED, that pursuant to the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property in the case State of Maine v. Justin I. Williams, $2,060.00 in asset forfeiture funds is hereby accepted and that amount appropriated the Portland Police Department; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary or convenient to effect the intent and purpose of this Order.

AARON M. FREY
ATTORNEY GENERAL

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

REGIONAL OFFICES
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FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

May 13, 2026

Chief Mark Dubois
Portland Police Department
109 Middle Street
Portland, ME 04101

Re: State v. Justin I. Williams
Docket No. CR-23-3338
Final Order of Disposition of Property

Dear Chief Dubois:

Please find enclosed a certified copy of the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property. This Final Order grants the Municipality of Portland possession and ownership of the $2,060.00 U.S. Currency as specifically set forth in the order.

This now finally concludes this matter, including the criminal forfeiture. The $2,060.00 U.S. Currency now belongs to your municipality and may be used however your municipality may wish. It has been my pleasure to have been of assistance to you and your agency.

Sincerely,

John Risler
Assistant Attorney General

JR/mll
Enclosure

STATE OF MAINE
CUMBERLAND, ss

UNIFIED CRIMINAL COURT
PORTLAND
Docket No. CUMCD-CR-2023-03338

State of Maine

v.

Justin I. Williams
Defendant;

and

$2,060.00 U.S. Currency
Defendant(s) In Rem

CRIMINAL FORFEITURE
FINAL ORDER OF
DISPOSITION OF PROPERTY

An Indictment was returned by the Cumberland County Grand Jury on or about December 7, 2023, against the Defendant(s) In Rem which finds by probable cause that the Defendant(s) In Rem is forfeitable pursuant to 15 M.R.S.A. §5821 and §5826, and the Court finds from the record that:

1. The Defendant(s) In Rem is subject to Criminal Forfeiture pursuant to 15 M.R.S.A. §5821 and §5826.

2. The Court finds from the record that there was an adjudication by jury verdict of forfeiture entered against the Defendant In Rem or a guilty plea made on the record by the Defendant, Justin I. Williams, on or about August 4, 2025.

3. The attorney for the State did not need to provide Notice to any ancillary third-parties pursuant to 15 M.R.S.A. §5826(5) because no person was known to have alleged an interest in the property.

4. The Court finds from the record that the Municipality of Portland, Maine, did, on or about March 30, 2026, grant its Approval of the Municipality of Portland, agreeing to accept all or any portion of the Defendant(s) In Rem as required pursuant to 15 M.R.S.A. Sec 5824.

5. It appears that the contributions of the Portland Police Department were "substantial" within the meaning of 15 M.R.S.A. §5826(6), and therefore the transfers below are appropriate.

THEREFORE, THE COURT ORDERS:

a) The Defendant(s) In Rem is hereby forfeited to the State of Maine and all rights and privileges pertaining thereto are exclusively bestowed upon the State of Maine, and the State of Maine has clear title to the property that is the subject of the Indictment dated December 7, 2023.

b) Pursuant to 15 M.R.S.A. §5826, the Defendant(s) In Rem, namely $2,060.00 U.S. Currency, is hereby ordered transferred to the Municipality of Portland which transfer is found

to be "appropriate" based upon the "substantial contribution" made by the Portland Police Department in the investigation of this or a related criminal case.

Dated: 5/4/2026

~~JUDGE~~ / JUSTICE Unified Criminal Docket
Hon. Deborah Cashman

A True Copy
Attest: Shelly Sawyer
Clerk of Courts

Order 156-25/26
Passage: 6-1 on 03/16/2026 (Councilor Pelletier opposed) (Councilors Ali and Michniewicz absent)

Effective: 03/26/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPROVING TRANSFER OF FORFEITURE ASSETS UNDER 15 M.R.S. §5824(3) RE: JUSTIN I. WILLIAMS

ORDERED, that the City Council hereby approves the transfer of forfeiture assets in the case of State of Maine vs. Justin I. Williams, pursuant to 15 M.R.S. §5824(3) and as provided in the attached "Approval of Transfer."

.

STATE OF MAINE
Cumberland, ss

UNIFIED CRIMINAL COURT
PORTLAND
Docket No. CUMCD-CR-2023-03338

State of Maine

v.

Justin I. Williams
Defendant;

And

$2,060.00 U.S. Currency
Defendant(s) In Rem

Municipality of Portland
Approval of Transfer
15 M.R.S.A. §5824(3)

NOW COMES the Municipality of Portland, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, namely $2,060.00 U.S. Currency or any portion thereof, on the grounds that the Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Municipality of Portland, Maine, does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. §5824(3) & §5826(6) by vote of the Portland municipal legislative body on or about

Dated: _____

_____
Mayor
Portland, Maine
(Impress Legislative Body Seal Here)

AARON M. FREY
ATTORNEY GENERAL

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
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14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

January 22, 2026

Chief Mark Dubois
Portland Police Department
109 Middle Street
South Portland, ME 04101

RE: State of Maine v. Justin I. Williams
Cumberland County Unified Criminal Court
Doc. No. CR-23-3338
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Dubois:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court**;

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) In Rem will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) In Rem are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) In Rem to a Department, Agency, County or Municipality based upon the "substantial contribution" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) In Rem or portions thereof. In order to streamline what is

otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

John Risler
Assistant Attorney General

JR/mll
Enclosure

STATE OF MAINE
CUMBERLAND, ss

UNIFIED CRIMINAL COURT
PORTLAND
Docket No. CUMCD-CR-2023-03338

State of Maine

v.

Justin I. Williams
Defendant;

And

$2,060.00 U.S. Currency
Defendant(s) In Rem

Municipality of Portland
Approval of Transfer
15 M.R.S.A. §5824(3)

NOW COMES the Municipality of Portland, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, namely $2,060.00 U.S. Currency or any portion thereof, on the grounds that the Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Municipality of Portland, Maine, does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Portland municipal legislative body on or about

Dated: _____

_____
Municipal Officer
Portland, Maine
(Impress municipal legislative body seal here)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 29, 2026

SUBJECT: Order 257-25/26 Accepting and Appropriating Asset Forfeiture Funds to the Portland Police Department RE: State of Maine v. Charles Aboda - 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: No

PRESENTATION:

I. SUMMARY

II. AGENDA DESCRIPTION

This Order accepts and appropriates funds recovered by the Maine Drug Enforcement Agency and the Portland Police Department on April 23, 2024, following the arrest of Aboda, who was found in possession of cocaine base, cocaine HCL, and drug proceeds, with further narcotics and the firearm subsequently seized from his residence. The Council approved a preliminary acceptance of the funds at its March 16, 2026 City Council Meeting via Order 157-25/26. This action accepts and appropriates $5,188.60 in asset forfeiture funding granted to the City of Portland set forth in the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property.

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

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating Asset Forfeiture Funds re Aboda
2. Aboda Final Order
3. Order 157-25-26 (PDF)

Prepared by:
Date: 05/29/2026

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 ASSET FORFEITURE FUNDS TO THE PORTLAND POLICE DEPARTMENT
RE: STATE OF MAINE V. CHARLES ABODA

ORDERED, that pursuant to the Cumberland County Unified Criminal Court's Criminal Forfeiture Final Order of Disposition of Property in the case State of Maine v. Charles Aboda, $5,188.60 in asset forfeiture funds is hereby accepted and that amount appropriated the Portland Police Department; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary or convenient to effect the intent and purpose of this Order.

STATE OF MAINE
CUMBERLAND, ss

UNIFIED CRIMINAL COURT
PORTLAND
DOCKET NO. CUMCD-CR-2024-01630

State of Maine

v.

Charles Aboda
Defendant;

and

$12,946.00 U.S. Currency
Defendant(s) In Rem #1

Glock 43x
S/N: BUZX353
Defendant(s) In Rem #2

CRIMINAL FORFEITURE
FINAL ORDER OF
DISPOSITION OF PROPERTY

RECEIVED
MAY 11 2026
BY:

An Indictment was returned by the Cumberland County Grand Jury on or about July 10, 2024, against the Defendant(s) In Rem which finds by probable cause that the Defendant(s) In Rem are forfeitable pursuant to 15 M.R.S.A. §5821 and §5826, and the Court finds from the record that:

1. The Defendant(s) In Rem are subject to Criminal Forfeiture pursuant to 15 M.R.S.A. §5821 and §5826.

2. The Court finds from the record that there was an adjudication by jury verdict of forfeiture entered against the Defendant In Rem or a guilty plea made on the record by the Defendant, Charles Aboda, on or about June 16, 2025.

3. The attorney for the State did not need to provide Notice to any ancillary third-parties pursuant to 15 M.R.S.A. §5826(5) because no person was known to have alleged an interest in the property.

4. The Court finds from the record that the State of Maine Attorney General did grant his "Consent" on or about January 23, 2026, pursuant to 15 M.R.S.A. §5824 consenting to the transfer of some or all of the Defendant In Rem to:

A. the Maine Drug Enforcement Agency on grounds that the Maine Drug Enforcement Agency did make a "substantial contribution" to the investigation of this or a related criminal case;

B. the Municipality of Portland, Maine, on grounds that the Portland Police Department did make "a substantial contribution" to the investigation of this or a related criminal case.

5. The Court finds from the record that the Municipality of Portland, Maine did, on or about April 1, 2026, grant its Approval of the Municipality of Portland, agreeing to accept all or any portion of the Defendant(s) In Rem as required pursuant to 15 M.R.S.A. Sec 5824.

6. It appears that the contributions of the Maine Drug Enforcement Agency and the Portland Police Department were "substantial" within the meaning of 15 M.R.S.A. §5826(6), and therefore the transfers below are appropriate.

THEREFORE, THE COURT ORDERS:

a) The Defendant(s) In Rems are hereby forfeited to the State of Maine and all rights and privileges pertaining thereto are exclusively bestowed upon the State of Maine, and the State of Maine has clear title to the property that is the subject of the Indictment dated July 10, 2024.

b) Pursuant to 15 M.R.S.A. §5826, 60% of the Defendant(s) In Rem #1, namely $7,757.40 U.S. Currency, is hereby ordered transferred to the Maine Drug Enforcement Agency which transfer is found to be "appropriate" based upon the "substantial contribution" made by the Maine Drug Enforcement Agency in the investigation of this or a related criminal case.

c) Pursuant to 15 M.R.S.A. §5826, 40% of the Defendant(s) In Rem #1, namely $5,188.60 U.S. Currency, is hereby ordered transferred to the Municipality of Portland which transfer is found to be "appropriate" based upon the "substantial contribution" made by the Portland Police Department in the investigation of this or a related criminal case.

d) Pursuant to 15 M.R.S.A. §5826, the Defendant(s) In Rem #2, namely a Glock 43x (S/N: BUZX353), is hereby ordered transferred to the Maine Drug Enforcement Agency which transfer is found to be "appropriate" based upon the "substantial contribution" made by the Maine Drug Enforcement Agency in the investigation of this or a related criminal case.

Dated: 5/19/26

JUDGE / JUSTICE Unified Criminal Docket

Order 157-25/26
Passage: 6-1 on 03/16/2026 (Councilor Pelletier opposed) (Councilors Ali and Michniewicz absent)

Effective: 03/26/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPROVING TRANSFER OF FORFEITURE ASSETS UNDER 15 M.R.S. §5824(3) RE: CHARLES ABODA

ORDERED, that the City Council hereby approves the transfer of forfeiture assets in the case of State of Maine vs. Charles Aboda pursuant to 15 M.R.S. §5824(3) and as provided in the attached "Approval of Transfer."

.

STATE OF MAINE
Cumberland, ss

UNIFIED CRIMINAL COURT
PORTLAND
Docket No. CUMCD-CR-2024 01630

State of Maine

v.

Charles Aboda
Defendant;

And

$12,946.00 U.S. Currency
Defendant(s) In Rem #1

Glock 43x
S/N: BUZX353
Defendant(s) In Rem #2

Municipality of Portland
Approval of Transfer
15 M.R.S.A. §5824(3)

NOW COMES the Municipality of Portland, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of 40% of the above captioned Defendant(s) in Rem #1, namely $5,188.60 U.S. Currency or any portion thereof, on the grounds that the Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Municipality of Portland, Maine, does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. §5824(3) & §5826(6) by vote of the Portland municipal legislative body on or about

Dated: _____

_____
Mayor

Portland, Maine
(Impress Legislative Body Seal Here)

AARON M. FREY
ATTORNEY GENERAL

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

REGIONAL OFFICES
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14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

January 13, 2026

Chief Mark Dubois
Portland Police Department
109 Middle Street
South Portland, ME 04101

RE: State of Maine v. Charles Aboda
Cumberland County Unified Criminal Court
Doc. No. CR-24-1630
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Dubois:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court**;

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) In Rem will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) In Rem are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) In Rem to a Department, Agency, County or Municipality based upon the "substantial contribution" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) In Rem or portions thereof. In order to streamline what is

otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

John Risler
Assistant Attorney General

JR/mll
Enclosure

STATE OF MAINE
CUMBERLAND, ss

UNIFIED CRIMINAL COURT
PORTLAND
Docket No. CUMCD-CR-2024-01630

State of Maine

v.

Charles Aboda
Defendant;

And

$12,946.00 U.S. Currency
Defendant(s) In Rem #1

Glock 43x
S/N: BUZX353
Defendant(s) In Rem #2

Municipality of Portland
Approval of Transfer
15 M.R.S.A. §5824(3)

NOW COMES the Municipality of Portland, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of 40% of the above captioned Defendant(s) in Rem #1, namely $5,188.60 U.S. Currency or any portion thereof, on the grounds that the Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Municipality of Portland, Maine, does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Portland municipal legislative body on or about

Dated: _____

_____
Municipal Officer
Portland, Maine
(Impress municipal legislative body seal here)

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: May 30, 2026

SUBJECT: Order 258-25/26 Designating The Prime 197 Oxford Street Affordable Housing Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item. Due to the tight timeline, HEDC was unable to review it prior to the first reading on June 15, 2026 but will review it prior to the second reading on July 20, 2026.

(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 6/15/2026 **Final Action 7/20/2026**

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 14, 2026 in order for the developer to apply for Low-Income Housing Tax Credits. In addition, a ten-day public comment notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City: This involves a Credit Enhancement Agreement (CEA), and Declaration of Covenants (DoC) which will be finalized at Construction Loan Closing (CLC) for the project. The AHTIF document templates have previously been reviewed by Corporation Counsel several times, and Corporation Counsel will review the final CEA and DoC during the CLC process.

PRESENTATION: Heidi McCarthy will be available at the second read for questions if needed.

I. SUMMARY

Avesta Housing Development Corporation requests a 30 year, 56% Affordable Housing Tax Increment Financing (AHTIF) district to support operating costs at The Prime, a 47-unit affordable rental housing development.

II. AGENDA DESCRIPTION

Due to the timeline for submission to MaineHousing and the summer City Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

The Prime will offer forty-seven (47) units of affordable rental housing, all available to households at 60% of area median income, built on the site of the former Oxford Street Shelter. The project will create thirty-five (35) studio units, eight (8) one-bedroom units, and four (4) two-bedroom units. Four units will be set aside for individuals or families residing in a Portland shelter. This development will feature standard elements of modern housing – a mail room and lobby, a multipurpose community room for resident use, a laundry room, an indoor trash room, and staff offices. Additional space is identified for maintenance, mechanical systems, and various other building systems, including wifi. There will be limited parking on site, which will be used primarily by staff.

To support operating costs for the project, Avesta Housing Development Corporation is seeking a 75%, 30 Year TIF for the eligible affordable housing units in the building. The building has 47 units total, of which 12 are ineligible for TIF due to their role as Inclusionary Zoning units required as part of an approved Joint Site Plan with Reveler. The remaining 35 units in the building will be targeted to households earning 60% AMI or lower. A 75% TIF district for those 35 units creates an effective TIF rate of 56% for the building as a whole.

The Prime will incorporate strategic energy efficiency goals and strategies to meet the Green New Deal requirements and deliver a sustainable and resilient building for the changing climate. The project follows priorities for higher density development in key downtown locations that are close to transit, municipal infrastructure, and supportive services. Finally, the proposed building seeks to respond to the growth of the Bayside neighborhood while not exceeding standard expectations. It will utilize the affordable housing density bonus, and all other site parameters for setbacks, height, lot coverage, and more will be met without variance.

Construction is expected to begin in June 2027 and be completed by the end of 2028.

If approved, the approximate total amount of captured revenue would be returned to the project/developer annually is $45,347. Non-captured revenue to be deposited into the general fund would be approximately $35,630 per year. Tax sheltering benefits are estimated to be an annual average of $22,681.

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

III. BACKGROUND

On Monday, April 6, 2026, the *Affordable Housing Development and Tax Increment Financing Application* was released. Applicants requiring a conditional commitment or reservation of funds as part of other financing applications (e.g. 9% LIHTC) were given a May 4th, 2026 submission deadline. The *Application* made available a total of $2,263,705 for affordable housing development ($274,344 in HOME, $1,989,361 in Jill C. Duson Housing Trust Funds).
In response, the City received two requests for the creation of an Affordable Housing District and Credit Enhancement Agreement:

- The Prime 197 Oxford St: 56% TIF, 30 years;
- Dashaway Commons 15-19 Cedar St: 75% TIF, 30 years;

In addition, 42 Atlantic Street, which was approved in 2024, requested to amend the term of their TIF district to incorporate legislation passed in 2025 that allows for a delayed start to the 30-year term.

All three projects (42 Atlantic, The Prime, Dashaway Commons) will be applying for the MaineHousing Low Income Housing Tax Credits (LIHTC) Program. This program awards a maximum of 3 points to projects that receive a Credit Enhancement Agreement. The City's TIF Policy allows for terms up to 75% over 30 years. This provision was adopted in part to support Portland affordable housing projects through the LIHTC process, which awards maximum points for a 75%, 30 year TIF. The process is very competitive, and often there is only a 1 or 2 point difference separating projects which receive tax credits and projects which do not. The LIHTC program application also requires that TIF applications be submitted to MaineHousing (the entity identified by state statute to review and approve TIF applications) 30 calendar days before the LIHTC application is due.

The City's TIF Policy requires applicants to demonstrate financial necessity and financial capacity and also requires a financial underwriting analysis to be conducted by a third party on all projects requesting a CEA. The third party financial underwriting analysis will be included in the item backup prior to the second reading.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Accelerate Housing Production and Strengthen Affordability Protections

V. FINANCIAL IMPACT

- When completed, the project's total increased assessed value is $4,998,500, which would yield $80,997 in annual assessed property value in year one at the current millage rate.
- The approximate total amount of tax revenue (aka captured valuation) that would be returned to the project/developer is $1,360,407, an average of $45,347 annually during the 30-year term.
- The approximate total amount of tax revenue (aka non-captured valuation) that would be deposited into the general fund is $1,068,892, an average of $35,360 annually during the 30 year term.
- If the project is not completed, there will be no increased assessed value, and no tax yield returned to the developer.
- With the tax-sheltering benefits of TIF districts, the savings to the City during the term of the district averages an annual amount of $22,681 for a total of $680,428 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 Developmetn Committee will meet on June 30, 2026 to consider this item.

VIII. LIST ATTACHMENTS

1. Order - Approving 197 Oxford Street TIF and Adopting Dev Program for the District
2. Att 3.2 Dec of Cov draft 6.4.2026
3. Att 7 Dev Prog draft Oxford 6.4.2026
4. 197 Oxford St info packet for council

Prepared by:
Mary Davis, Division Director
Date: 05/30/2026

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 PRIME 197 OXFORD STREET AN AFFORDABLE HOUSING 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 specific areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Avesta Oxford Street LP intends to construct certain improvements within The Prime 197 Oxford Street Affordable Housing Tax Increment Financing ("TIF") District, including 47 affordable rental housing units; and

WHEREAS, the District will remain in place for a period not to exceed 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 Certificate of Approval is signed by Maine State Housing Authority; and

WHEREAS, the City of Portland will utilize 44% of the tax revenues generated in the District in its General Fund; and

WHEREAS, 56% of the tax revenues generated in the District will be returned to the developer; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the residents of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the The Prime 197 Oxford Street Affordable Housing Tax Increment Financing District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, 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. § 5226, 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 The Prime 197 Oxford Street Affordable Housing 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 The Prime 197 Oxford Street Affordable Housing Tax Increment Financing District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the The Prime 197 Oxford StreetAffordable Housing Tax Increment Financing District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled "The Prime 197 Oxford Street Affordable Housing 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 "The Prime 197 Oxford Street Affordable Housing Tax Increment Financing District" as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, 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 "The Prime 197 Oxford Street Affordable Housing Tax Increment Financing District" and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at their discretion, from time to time, to make such technical revisions to the Development Program for the District as they deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City's Housing and Economic Development Director is authorized to submit annual reports on the status of the "The Prime 197 Oxford Street Affordable Housing Tax Increment Financing District" on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for The Prime 197 OXFORD STREET
Affordable Housing Tax Increment Financing District

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is entered into as of _____, 2026 by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 ("City") and Avesta Oxford Street LP, a Maine Limited Partnership with a mailing address of 307 Cumberland Ave, Portland, Maine 04101 ("Developer").

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the "AHTIF") for project operating costs associated with the development of forty-seven affordable rental units, to be known as The Prime, and located at 197 Oxford Street, Portland, Maine (the "Development"),; and

WHEREAS the Developer acknowledges City's resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer's agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration will be thirty Tax Years (as that term is defined below) and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (i) March 31, 2061 (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 forty-seven (47) units of affordable rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.

    b. **Use**. The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.

    c. **Low Income Units**. For a period of thirty (30) years after the issuance of a certificate of occupancy, eighteen (18) of the units will be occupied by households with incomes at no more than sixty percent (60%) of the area median income, and twenty-nine (29) of the units will be occupied by households with incomes at no more than fifty percent (50%) 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 at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the "Determination").

        iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household's income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent

Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

d. **Rent Restrictions**. For a period of thirty (30) years after the issuance of a certificate of occupancy, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth ($1/12^{th}$) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

i. For a unit without a separate bedroom, one individual.
ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

e. **Discrimination Prohibited**. Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.

4. **Compliance**. Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority ("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 _____ ___, 202___.

CITY OF PORTLAND, ME

_____
Witness

By:_____
Danielle P. West
Its: City Manager

State of Maine
Cumberland, ss. _____, 202__

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

_____
Notary Public/Attorney-at-Law

_____
(Print or type name)

Signature page follows.

AVESTA OXFORD STREET LP

By: Pinecone Housing Corporation, its
General Partner

_____ By: _____
Witness Name:
Its:

State of Maine
Cumberland, ss. _____ ___, 202__

Personally appeared the above named _____, _____ of Pinecone Housing Corporation, general partner of Avesta Oxford Street LP, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said entities.

Before me,

_____
Notary Public/Attorney-at-Law

_____
(Print or type name)

ATTACHMENT 5, as referenced in the AHTIF application for MaineHousing

Property Description of the District, including tax and municipal maps

CITY OF PORTLAND

THE PRIME 197 OXFORD STREET
AFFORDABLE HOUSING TAX INCREMENT FINANCING DISTRICT

DEVELOPMENT PROGRAM

Date: {Month} __, {Year}

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Affordable Housing Tax Increment Financing District
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Summary

Statement of Means and Goals

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 Prime197 Oxford 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.

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.

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 hereof by Avesta Oxford Street LP, its successors and assigns (the "Developer"). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as 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. 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.

Financial Plan Summary

The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in this Development Program. 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. The development costs and sources and uses of funds associated with the Development Program within the District are described below and in the attachments. 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.

Checklist for Approval of District and Development Program

1. District Description

This Development Program provides for the creation of an Affordable Housing Development District located at 197 Oxford St in Portland. The area includes approximately 0.35 acres located on parcels 026-B012 and 026-BO18 in the RN-4 Neighborhood Residential zone, which are 3,748 square feet and 11,470 square feet, respectively. The land and buildings were formerly used as the Oxford Street Shelter. Multifamily residential development is a permitted use within this zone. A municipal map and a tax map showing district boundaries is available as Attachment 5.

2. At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation /development

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 area includes approximately 0.35 acres located on parcels 026-B012 and 026-BO18 in the RN-4 Neighborhood Residential zone. The land and buildings were formerly used as the Oxford Street Shelter, which closed with the opening of the Homeless Services Resource Center. The purpose of the district is to increase affordable housing options for Portland residents. Oxford Street Apartments will offer forty-seven (47) units of affordable rental housing, all available to households at 60% of area median income. The project will create thirty-five (35) studio units, eight (8) one-bedroom units, and four (4) two-bedroom units.

3. District acreage divided by total municipal acreage is not more than 2%

The City of Portland's total municipal acreage is 13,785.6 acres. The area of the proposed Oxford Street Apartments 197 Oxford St AHTIF District would be approximately 0.35 acres which represents less than 2% (or 0.0025%) of the total acreage of the City.

4. Total acreage of all existing and proposed development districts (affordable housing and DECD) in municipality divided by total municipal acreage is not more than 5%

Total area of the three proposed AHTIF Districts is 13.28 acres (Oxford St Apartments 0.35, 15-19 Cedar St 0.2 acres, Lambert Woods South 165 Lambert 12.73 acres) and the total area of all development districts in the City (898.2935) totals 911.5735 acres. Total municipal acreage is 13,785.6 acres.

The 911.5735 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 911.5735 acres is 465.4047 acres, which is 3.38% (465.4047/13,785.6) 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 58.5348 acres or 0.4246% of the total acreage of the City (58.5348/13,785.6) and does not exceed 5% of the total acreage of the City. A complete list of TIF districts is shown here.

TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	$8,283,740	6.6250
- WTIF 9/2018 Added Parcels		$20,076,870	77.5600
- WTIF 5/2019 Added Parcels		$5,938,400	13.4300
Bayside Expanded TIF District	FY2003-04/FY2032-33	$121,639,640	128.7280
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	$0	1.0350
Public Market/Power Pay	FY2010-11/FY2039-40	$1,862,600	1.0700
McAuley Place	FY2009-10/FY2038-39	$0	5.3200
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	$0	0.4100
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	$4,970,470	30.0000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	$0	0.2300
17 Carleton St/AH TIF	FY2015-16/FY2036-37	$0	0.5720
Downtown TOD TIF	FY2015-16/FY2044-45	$964,702,263	416.1688
ImmuCell TIF	FY2017-18/FY2028-29	$52,600	1.1100
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	$0	0.4800
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	$0	0.2200
Deering Place/AHTIF	FY2018-19/FY2047-48	$0	1.0900
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	$0	0.7300
66 State Street AHTIF	FY2020-2021/FY2049-50	$0	0.5087
PHA Front Street AHTIF	FY2020-2021/FY2049-50	$0	3.4872
200 Valley Street AHTIF	FY2020-2021/FY2049-50	$0	0.3444
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	$0	3.6099
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	$0	0.4520
104 Grant Street AHTIF	FY2020-2021/FY2049-50	$0	0.3300
83 Middle Street AHTIF	FY2020-2021/FY2049-50	$0	0.2848
91 Winter Street AHTIF	FY2021-2022/FY2050-51	$0	0.3527
73 Winter Street AHTIF	FY2021-2022/FY2050-51	$0	0.3941
45 Dougherty Street AHTIF	FY2023/2024/FY2052-53	$0	1.6750
25 Casco Street AHTIF	FY2024-2025/FY2053-54	$0	0.3120
Riverton Park	FY2024-2025/FY2043-44	$0	19.8649
70 E. Oxford/Phase I	FY2024-2025/FY2054-55	$0	0.5600
202 Woodford Street		$0	0.6400
42 Atlantic Street		$0	0.2300
Lambert Woods North		$0	4.8500
70 E Oxford/Cumb-Boyd Phase 2			0.5500
70 E Oxford/Mayo Phase 3			0.4200
186 Woodford			0.4300

33 W. Presumpscot/Front St III			0.4121
Prosperity ME/Barron Center			0.7700
Portland Tourism Dev. District	n/a	n/a	42.1269
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Proposed-The Prime 197 Oxford St AHTIF			0.3500
Proposed-15-19 Cedar St AHTIF			0.2000
Proposed - 165 Lambert (Lambert So.)			12.7300

5. Original Assessed value of district (OAV)

The OAV of the district is $781,500, as stated in attachment 6.

6. OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before Maine State Housing Authority ("MaineHousing") approval is not more than 5%.

The Original Assessed Value of the proposed Oxford Street Apartments 197 Oxford Street Affordable Housing TIF District ($781,500), combined with the OAV of all additional proposed districts (Avesta 15-19 Cedar St, $185,700; 165 Lambert St, $0), combined with the Original Assessed Value of all existing Affordable Housing TIF Districts ($5,030,461) within the City totals $5,997,661. The taxable property value as of the April 1st before MaineHousing approval (4/1/2026) equals $19,722,568,923. As the aggregate OAV as a percent of taxable value is 0.003%, 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.

7. Development program start and end dates

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, 2026. 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." If so, the latest possible final Tax Year of the Development Program would begin April 1, 2060. Assuming the Director approves the Development Program during the April 1, 2026 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, 2061. The City's municipal fiscal year is July 1 – June 30.

8. The development program meets an identified housing need in municipality

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 the Maine State Housing Data Portal, in 2024 the rent affordable to a median renter was $1,369.40, while the median rent was $2,230, a gap of $860.60 per month[1]. The project will provide affordable rental rates and restrict units to low-and moderate-income residents.

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." 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.

Oxford Street Apartments will meet this need by providing affordable housing options for Portland residents. The project will offer forty-seven (47) units of newly built affordable rental housing, all available to twenty-nine (29) households at 50% and eighteen (18) households at 60% of area median income. The project will create thirty-five (35) studio units, eight (8) one-bedroom units, and four (4) two-bedroom units. Zero (0) single family homes will be rehabilitated or constructed as part of this development.

9. District must be a primarily residential development

The District is primarily a residential development in which one-hundred percent (100%) of the dwelling units will be affordable housing and that may be designed to be compact and walkable and may include a mail room and lobby, a multipurpose community room for resident use, a laundry room, an indoor trash room, and staff offices. Additional space is identified for maintenance, mechanical systems, and various other building systems, including wifi. There will no parking on site. Zero (0) single family homes will be rehabilitated or constructed as part of this development.

10. At least 33% of the housing units in the district must be affordable housing

One hundred percent (100%) of the forty-seven (47) units will be affordable to households at or below 60% of area median income.

11. Mechanism to ensure ongoing affordability of 33% of housing units in district for required time

The affordability covenants will be outlined in the Declaration of Covenants, which will be recorded in the Registry of Deeds.

12. Operation of housing and facilities in district

After completion, operation of housing and facilities will be provided by Avesta Housing Management Corporation (AHMC). AHMC will be responsible for comprehensive property

[1] State of Maine Housing Data Portal, Snapshot View, Portland, Rental Affordability, Comparison of Median Rent and Affordable Rent Over Time, accessed on May 30, 2026 at https://mainestatehousingdata.org/data-portal.

management services for the property as a whole, overseeing leasing, building operations, regulatory compliance and reporting, maintenance, and resident services.

13. Specific planned uses of tax increment revenues from the district

Revenue from the Affordable Housing Tax Increment District (AHTIF) would be used to pay project operating costs. The funds received over the lifetime of the AHTIF would support the project in providing new, high quality, affordable rental housing.

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 inside or outside district?	Resulting public benefit
Project Operating Costs.	Annually	$45,347	$893,313 – Rental Income	Inside	Affordable rental units
Total Costs		$45,347	$893,313		

The development will be financed with a combination of local, state and private funding. The current estimated combined total development cost is $16,795,064. The primary financing source is LIHTC, which comprises approximately $9.3 million of project sources. Other anticipated sources include approximately $3 million in 0% deferred loans from MaineHousing; approximately $2 million in interest only debt from MaineHousing; an $850,000 0% deferred loan and $1.2 million amortizing loan from the Federal Home Loan Bank of Boston Affordable Housing Program; and $376,000 in energy rebates. These permanent sources are in addition to the estimated $12,781,994 of construction loan funding. An itemized development budget for showing all sources and uses of funds for development is included in Attachment 3.3.

14. A municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund

The City of Portland will not create a revolving loan fund.

15. A financial plan showing for each year the development program will be in effect

Please see attachments 3.4 and 3.5 for tables showing the financial plan for each year. Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be fifty-six percent (56%) 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 (attachment 8). Oxford Street Apartments is projected to have a total local increased assessed valuation at build out of approximately $4,998,500 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 $45,347 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.

16. Relocation plan for persons temporarily or permanently displaced by development activities.

The buildings on the site are vacant. As a result, there is no need for a relocation plan.

17. Description of environmental controls to be applied

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.

18. Development program consistent with comprehensive planning

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.

19. District not in conflict with municipal charter

The proposed district is not in conflict with the municipal charter

20. For municipal debt financing only: Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs.

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.

Municipal Approvals

Public Hearing

Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on July 10, 2026, 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 July 20, 2026. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

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 July 20, 2026 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: _____ __, **2026**

_____

Danielle P. West, City Manager,
City of Portland, ME

A. Organization Information

Completed by celliott@avestahousing.org on 4/29/2026 9:51 AM

Case Id: 30691

Name: Avesta Oxford Street LP - 2026

Address: *No Address Assigned

A. Organization Information

Please provide the following information.

ORGANIZATION INFORMATION

A.1. Organization Name/Developer/Agency
Avesta Housing Development Corporation

A.2. Address
307 Cumberland Ave Portland, ME 04101--4920

A.3. Federal Tax ID No:
01-0315296

A.4. UEI # - SAM.GOV
LW3GYMPU6AJ3

A.5. Type of Organization
Other

Please describe type of organization.
Non-profit, also has an ownership interest in the project through the LP ownership structure.

AUTHORIZED REPRESENTATIVE INFORMATION

A.6. Authorized Representative Name
Catherine Elliott

A.7. Authorized Representative Title
celliott@avestahousing.org

A.8. Phone Number
(207) 650-0289

A.9. Email
celliott@avestahousing.org

B. Project Information

Completed by celliott@avestahousing.org on 5/1/2026 2:47 PM

Case Id: 30691

Name: Avesta Oxford Street LP - 2026

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Property Address
207 Oxford Street Portland, ME 04101--0000

B.2. Project Name
Oxford Street Apartments

B.3. Tax chart, block, and lot number
026-B012001, 026-B009001, 026-B018001, 026-B010001, 026-B008001

B.4. Zoning Designation
R-6

B.5. Is the requested funding type HOME/JCDHTF?
No

B.6. Requested amount of Affordable Housing Development Funding
$0.00

B.7. Is the requested funding type AHTIF?
Yes

AHTIF Terms:
We are seeking a 75%, 30 Year TIF for the eligible affordable housing units in the building. The building has 47 units total, of which 12 are ineligible for TIF due to their role in the Inclusionary Zoning units required as part of the approved Joint Site Plan with Reveler. The remaining 35 units in the building will be targeted to households earning 60% AMI or lower. 75% TIF for those 35 units creates an effective TIF rate of 56% for the building as a whole. Ultimately, the request will come through as a 56% TIF for 30 Years for the property as a whole.

B.8. Total number of housing units to be constructed:
47

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:
47

B.12. Total number of Units at 120% AMI:
0

B.13. Total number of Units at 110% AMI:
0

B.14. Total number of Units at 100% AMI:
0

B.15. Total number of Units at 80% AMI:
0

B.16. Total number of Units at 60% AMI:
18

B.17. Total number of Units at 50% AMI:
29

B.18. Total number of Units at 40% AMI:
0

B.19. Housing Type
Rental

B.20. Total number of studio/efficiency units:
35

B.21. Total number of one-bedroom units:
8

B.22. Total number of two-bedroom units:
4

B.23. Total number of three-bedroom units
0

B.24. Total number of four-bedroom units
0

B.25. Total number of five-bedroom units
0

B.26. Property Manager
Avesta Housing Management Corporation

B.27. When is construction expected to begin?
06/30/2027

B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:

- **Description of municipal housing need and how the development addresses that need;**
- **Requested amount of Affordable Housing Development Funding;**
- **Description of how City's participation is financially necessary in order for the project to proceed;**
- **Description of allowed uses in the zone;**
- **Description of residential and non-residential uses in the area;**
- **Description of accessory uses relating to residential use, if any;**
- **Indicate if this project requires relocation of existing commercial or residential tenants;**
- **Description of relocation plan for persons temporarily or permanently displaced by development activities;**
- **Description of how the development is consistent with the Comprehensive Plan**
- **Description of how housing and facilities in the development will be operated after completion;**
- **Description of planned uses of tax increment revenues from the district (AHTIF projects only).**

Oxford Street Apartments will be in the R-6 Zoning District and addressed 207 Oxford Street. The proposed building comprises the full block frontage from Cedar Street to Chestnut Street and will create 47 affordable homes in this central location in Portland at a time when affordability is more out of reach than ever. All 47 units will be LIHTC housing serving households earning 60% AMI or lower. This development will feature standard elements of modern housing – a mail room and lobby, a multipurpose community room for resident use, a laundry room, an indoor trash room, and staff offices. Additional space is identified for maintenance, mechanical systems, and various other building systems, including wifi. There will be limited parking on site, which will be used primarily by staff. The developer is requesting no zoning variances for this development. Allowed uses in R-6 include medium- and high-density multifamily residential, which is consistent with the intended design for Oxford Street Apartments. Nearby uses are a combination of residential and mixed uses: abutting the property to the rear is a single family home, on the same block will be the location of future multifamily housing proposed by Reveler as later phases of this project, there are multifamily apartments across the street on Oxford, a seven-story multifamily building one block to the east, and about two blocks away there are more commercial uses such as office space, a six-story parking garage, a school, and small businesses. Prior uses on the site were the City-owned Oxford Street Shelter. Oxford Street Apartments will be built on an infill site and will leverage the policies and strategies of the 2030 Plan to convert an underutilized parcel into a vibrant block of residential living. The proposed building is part of an inclusionary zoning strategy to increase the amount of affordable housing available in new developments, and it will incorporate strategic energy efficiency goals and strategies to meet the Green New Deal requirements and deliver a sustainable and resilient building for the changing climate. The project follows priorities for higher density development in key downtown locations that are close to transit, municipal infrastructure, and supportive services. Finally, the proposed building seeks to respond to the growth of the Bayside neighborhood while not exceeding standard expectations – we will utilize the affordable

housing density bonus, but we will not be maximizing the site; all other site parameters for setbacks, height, lot coverage, and more will be met without variance. To fund this critical investment in affordable housing in Portland, Avesta Oxford Street LP is requesting a 56% AHTIF for a 30-year duration. The this source is critical to the financial feasibility of this development and also the competitive scoring process for MaineHousing 9% LIHTC. The proposed TIF will reduce operating costs by an estimated $48,000 beginning in Year 1. This significantly improves the project's DSCR over the course of its compliance periods and allows the development to borrow more permanent debt. Due to the MaineHousing program offerings, Oxford Street Apartments will be eligible for a reduced cost 6% interest only loan. This means that the property tax reduction facilitates about $800,000 in additional permanent loan sources, which is an excellent leverage of municipal support for the overall project budget. The TIF at this funding level will also position the proposed development to be very competitive in the upcoming round of MaineHousing LIHTC applications. The property begins Y1 at 1.15 with just over $500/unit cash flow, which is the minimum allowed by MaineHousing and other lenders. The 30 year term for the TIF is necessary for the ongoing financial feasibility of the project, and for the competitive points required to secure funding from MaineHousing this LIHTC application round. The requested municipal investment is a reasonable request for the proposed 47 apartments because of the crucial need for affordability at all income levels in Portland. Simply put, the demand for affordable housing is higher than ever. Avesta Housing manages 700 income-restricted rental units in Portland, and there are 980 income-eligible households are on the waitlists for these apartments. Of those on wait-lists, 456 households currently meet the definition of homeless. Given that the average tenure of an Avesta resident, the households on the current waitlist will not get an affordable apartment with Avesta until 2035. Meanwhile, the waitlists keep growing. In 2025, over 2,890 households applied to Avesta for housing. Only 435 new households were moved in. The waitlist growth continues to outpace the rate of move-ins and the rate of new construction, which means that the need and demand for this housing is only growing. Avesta's portfolio and waitlist information also demonstrate significant need for apartments of the sizes proposed for Oxford Street Apartments: More than half of waiting households are one- or two-people households, so there is a significant backlog of demand for efficiency and one-bedroom units. The new affordable units at Oxford Street Apartments will be a combination of efficiencies and one-bedroom units, specifically to address the needs of individuals and smaller households that need more affordable housing. The City's financial support of this project will help us break ground in 2027 with the goal of having 47 completed homes ready for occupancy in late 2028. After completion, property management and residence services will be provided by Avesta Housing Management Corporation (AHMC). AHMC will be responsible for comprehensive property management services for the property as a whole, overseeing leasing, building operations, regulatory compliance and reporting, maintenance, and resident services as required by the LIHTC funding program. The cost for property management will be paid for out of the property's operating budget and is reflected as a cost in the attached proforma. Avesta owns and manages over 100 affordable housing developments, for a total of over 3,000 units and 3,500 residents in Maine and New Hampshire. The Avesta Housing management portfolio consists of state and federally assisted family and elderly/disabled housing, affordable rent-restricted apartments, mixed-income (affordable and market rate) rental developments, supportive housing for long-term homeless and visually impaired, and unrestricted workforce housing. AHMC is a sophisticated property management team that oversees all aspects of property occupancy and operations. AHMC consistently receives high marks from state, federal and private-sector partners, and we are recognized nationally for groundbreaking work in bringing together nonprofit, for-profit, private and public-sector organizations for the benefit of our communities. The AHMC team includes Regional Property Managers, Senior Property Managers, Property Managers, Assistant Property Managers, Resident Service Coordinators, and Maintenance Technicians to provide support at all levels. These staff members are led by the Vice President of Property Management & Resident Services. No households or businesses will be displaced by this development.

C. Funding

Completed by celliott@avestahousing.org on 4/29/2026 10:07 AM

Case Id: 30691
Name: Avesta Oxford Street LP - 2026
Address: *No Address Assigned

C. Funding

Please provide the following information.

C.1. Total Funding Request
$0.00

C.2. Does your application include a request for Affordable Housing Tax Increment Financing?
Yes

C.3. Is your organization planning to apply for LIHTC for this project?
Yes

Expected score with full funding request:
63

Expected score with $100,000 in funding:
N/A - not apply for HOME/HTF

Expected score with no funding:
61

C.4. 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?**

No

C.5. 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

Oxford Street Apartments

Project Schedule

Date: 4/30/2026

Milestone	Date
Municipal Approvals	January 14, 2025
Funding Applications	Sept 2026
Fully Funded	Dec 2026
50% Design Development	Feb 2027
90% Design Development	May 2027
Construction Start	June 2027
Construction Complete	End of 2028
100% Occupied	Spring 2029

City of Portland 2026 Housing Development Funds Application
Oxford Street Apartments | Construction Estimate
May 1, 2026

Due to the conceptual nature of the drawings for this project, it is difficult to get precise construction estimate pricing. Penobscot General Contractors estimated the project in April 2026, and that estimate is attached. However, the estimate had significant variances from recent project estimates can costs for other comparable Avesta projects under construction and in various stages of predevelopment, so we have modified the construction estimate for the purpose of ongoing underwriting for this project.

Methodology

To arrive at an adjusted budget, we analyzed the cost per square foot by division for three recent Avesta projects. In comparing those costs to the estimated cost from PGC, we identified eight categories that were significant outliers to past market data:

Division	Elm Ridge	DeWitt	Riverturn II	Average	Oxford	Variance to Avg
General Conditions	$ 14.30	$ 11.81	$ 13.43	$ 13.18	$ 26.89	$ 13.71
Temporary Construction	$ 3.12	$ 8.69	$ -	$ 3.94	$ 16.69	$ 12.75
Concrete	$ 9.93	$ 11.40	$ 6.55	$ 9.29	$ 21.15	$ 11.86
Rough Carpentry	$ 29.62	$ 29.77	$ 41.14	$ 33.51	$ 43.64	$ 10.13
Thermal & Moisture	$ 14.01	$ 28.44	$ 25.88	$ 22.78	$ 35.33	$ 12.56
Conveying Systems	$ 5.76	$ 4.05	$ 3.32	$ 4.38	$ 9.41	$ 5.03
Plumbing	$ 20.13	$ 19.10	$ 21.57	$ 20.27	$ 32.66	$ 12.40
Electrical	$ 29.00	$ 29.52	$ 25.42	$ 27.98	$ 39.97	$ 12.00
Total PSF	**$ 346.13**	**$ 302.63**	**$ 259.47**	**$ 302.74**	**$ 412.90**	**$ 110.16**

Because of the site conditions of this development, we believe the project will have higher than typical costs for temporary construction (construction access, laydown preparation, site preparation, shoring, make-safe for excavation, etc.). We did not modify these costs. However, we implemented adjustments to the other categories. We took the average cost psf for most of hte other categories, and calculated a per stop adjustment for the elevator.

The combination of these adjustments results in an approximate $3 million reduction to the PGC estimate, including when these percentages are carried across the below-the-line calculations for OHP, insurance, and contingency:

307 Cumberland Avenue • Portland, Maine 04101
207-553-7777 • 1-800-339-6516 Voice/TTY
207-553-7778 Fax • www.avestahousing.org

Division	PGC ESTIMATE	Reduction	Adjusted Cost
General Conditions	$ 1,000,182	$ 509,885	$ 490,297
Temporary Construction	$ 620,900		$ 620,900
Site Work & Site Improvements	$ 1,025,000		$ 1,025,000
Existing Conditions & Demolition	$ 107,500		$ -
Concrete	$ 786,908	$ 441,294	$ 345,614
Masonry	$ 107,500		$ 107,500
Metals	$ 262,500		$ 262,500
Rough Carpentry	$ 1,623,556	$ 376,945	$ 1,246,611
Finish Carpentry	$ 511,500		$ 511,500
Thermal & Moisture	$ 1,314,429	$ 467,101	$ 847,328
Doors & Frames	$ 450,408		$ 450,408
Windows	$ 383,041		$ 383,041
Drywall	$ 822,200		$ 822,200
Ceilings	$ 35,000		$ 35,000
Flooring	$ 206,000		$ 206,000
Painting	$ 196,000		$ 196,000
Specialties	$ 147,000		$ 147,000
Equipment	$ 170,250		$ 170,250
Furnishings (Shades)	$ 35,250		$ 35,250
Conveying Systems	$ 350,000	$ 113,000	$ 237,000
Fire Suppression	$ 211,000		$ 211,000
Plumbing	$ 1,215,000	$ 461,107	$ 753,893
HVAC	$ 1,212,500		$ 1,212,500
Electrical	$ 1,487,050	$ 446,218	$ 1,040,832
Allowances	$ 70,000		$ 70,000
P&P Bond & Insurance	$ 269,604	$ 61,834	$ 207,770
Contractor Contingency	$ 292,406	$ 65,781	$ 226,625
OH&P	$ 447,380	$ 98,671	$ 348,709
TOTAL	**$ 15,360,064**	**$ 3,009,259**	**$ 12,350,805**

This reflects an adjusted cost per square foot of $332, which we believe is achievable based on the current stage of the design, VE opportunities, and the overall market.

In addition to these savings, we have separate funding sources outside of the deal to cover the demolition cost ($107,500) and a portion of the sitework costs (approx. $350,000). This results in a construction cost to the LIHTC budget of approximately $11.9 million, plus owner contingency.

We will continue to refine the design and budget as we move through design development to achieve an efficient and effective building that will achieve our design goals and cost requirements while delivering high quality, durable, and sustainable affordable housing to the Portland Peninsula.

PENOBSCOT
GENERAL CONTRACTORS

AVESTA OXFORD | 47 UNIT | CONCEPTUAL BUDGET

PROJECT BALANCE SHEET

Run Date: 4/24/2026 10:16

	SUMMARY OF BASE ESTIMATE					Conceptual Estimate 04.24.26	90% Design Estimate	100% Design Estimate	
1	Pre-Construction Services	37,200 SF	@	$ -		$ 20,000	$ -	$ -	$ -
2	Insurance and Bonding	37,200 SF	@	$ -		$ 269,604	$ -	$ -	$ -
3	Weather Conditions **(ALLOWANCE)**	37,200 SF	@	$ -		$ 50,000	$ -	$ -	$ -
4	47 Unit Apartment Building	37,200 SF	@	$ 357.00		$ 13,280,491	$ -	$ -	$ -
5	General Conditions				6.00%	$ 920,932	$ -	$ -	$ -
6	Project Requirements				0.52%	$ 79,250	$ -	$ -	$ -
7	Construction Contingency - Conceptual Design	2.00%				$ 292,406	$ -	$ -	$ -
8	Construction Management Fee	3.00%				$ 447,380	$ -	$ -	$ -
9	Estimating Contingency	0.00%				$ -	$ -	$ -	
	Cost/SF $ 413				**Subtotal**	**$ 15,360,063**	**$ -**	**$ -**	**$ -**
						$ 326,810			

AVESTA OXFORD | PORTLAND, ME
47-Unit Apartment

			CONCEPT DESIGN ESTIMATE						
			April 24, 2026						
CSI							Cost	Estimating	Estimated
DIV	ITEM	Trade	Qty	Unit	Catag	Est.	per Unit	Contingency	Value
	Gross S.F. All Levels	Contactor	37,200	SF		Cont.			
2	**TEMPORARY CONSTRUCTION**								
	Temporary Access		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Temporary Construction Measures		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Continuous Clean-up		1	LS	S	0%	$ 20,000.00	$ -	$ 20,000
	Misc. Construction Items		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Site/Building Safety Measures		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	3rd Party Equipment Rentals		1	LS	S	0%	$ 100,000.00	$ -	$ 100,000
	Material Hoist w/ Operator		1	LS	S	0%	$ 145,000.00	$ -	$ 145,000
	Portable Toilets		1	LS	O	0%	$ 15,000.00	$ -	$ 15,000
	Trash Dumpsters		1	LS	O	0%	$ 45,000.00	$ -	$ 45,000
	Temp Fencing		1	LS	S	0%	$ 75,000.00	$ -	$ 75,000
	Temporary Retaining Wall(s)		1	LS	S	0%	$ -	$ -	$ -
	Building Access - Scaffolding		1	LS	S	0%	$ -	$ -	$ -
	Street and Sidewalk Closures		1	LS	O	0%	$ 60,000.00	$ -	$ 60,000
	Final Clean-up - Interior		37,200	SF	S	0%	$ 1.25	$ -	$ 46,500
	Final Clean-up - Exterior and Windows		37,200	SF	S	0%	$ 2.00	$ -	$ 74,400
	SUBTOTAL =		**37,200**	**SF**			**$16.69**	**$ -**	**$ 620,900**
2	**DEMOLITION**								
	Abatement		1	LS	S	0%	$ -	$ -	$ -
	Building Demolition		1	LS	S	0%	$ 100,000.00	$ -	$ 100,000
	Demolition and Disposal		1	LS	S	0%	$ -	$ -	$ -
	Misc. Demolition Items		1	LS	U	0%	$ 7,500.00	$ -	$ 7,500
	Safety Specific Items for Demolition			LS	U	0%	$ -	$ -	$ -
	SUBTOTAL =		**37,200**	**SF**			**$2.89**	**$ -**	**$ 107,500**
3	**CONCRETE**								
	FRPS Concrete Footings and Walls		350	CY	S	0%	$ 950.00	$ -	$ 332,500
	Prep and Place Slab on Grade		9,000	SF	S	0%	$ 9.00	$ -	$ 81,000
	Prep and Place Slab on Deck(s)		2,856	SF	S	0%	$ 9.00	$ -	$ 25,704
	Furnish U/S and Foundation Wall Insulation		1	LS	S	0%	$ 25,000.00	$ -	$ 25,000
	Site Retaining Wall		150	CY	S	0%	$ 950.00	$ -	$ 142,500
	Misc. Concrete		1	LS	U	0%	$ 25,000.00	$ -	$ 25,000
	Gypcrete		34,344	SF	S	0%	$ 3.50	$ -	$ 120,204
	Misc Site Concrete		1	SF	S	0%	$ 35,000.00	$ -	$ 35,000
	Other		1	LS	S	0%	$ -	$ -	$ -
	SUBTOTAL =		**37,200**	**SF**			**$21.15**	**$ -**	**$ 786,908**
4	**MASONRY**								
	Furnish and Install CMU Elevator		1	Ea	S	0%	$ -	$ -	$ -
	Exterior Tile		5,500	SF	S	0%	$ 15.00	$ -	$ 82,500
	Masonry Support		1	LS	U	0%	$ 25,000.00	$ -	$ 25,000
	SUBTOTAL =		**37,200**	**SF**			**$2.89**	**$ -**	**$ 107,500**
5	**METALS**								
	Furnish Structural Steel Package		25	Tons	S	0%	$ 5,250.00	$ -	$ 131,250
	Install Structural Steel Package		25	Tons	S	0%	$ 1,750.00	$ -	$ 43,750
	Roof Screen		1	LS	U	0%	$ 45,000.00	$ -	$ 45,000
	Misc. Structural Items		1	LS	U	0%	$ 7,500.00	$ -	$ 7,500
	Misc. Metal Items		1	LS	U	0%	$ 35,000.00	$ -	$ 35,000

AVESTA OXFORD | PORTLAND, ME
47-Unit Apartment

			CONCEPT DESIGN ESTIMATE						
			April 24, 2026						
CSI							Cost	Estimating	Estimated
DIV	ITEM	Trade	Qty	Unit	Catag	Est.	per Unit	Contingency	Value
	Gross S.F. All Levels	Contactor	37,200	SF		Cont.			
	SUBTOTAL =		**37,200**	**SF**			**$7.06**	**$ -**	**$ 262,500**
6	**CARPENTRY**								
	Rough Carpentry		1	LS	S	0%	$ 75,000.00	$ -	$ 75,000
	Furnish Framing and Dimension Lumber		34,344	SF	S	0%	$ 3.00	$ -	$ 103,032
	Hardware and Fasteners		1	LS	S	0%	$ 75,000.00	$ -	$ 75,000
	Furnish Wall Panels and Floor Trusses		34,344	SF	S	0%	$ 17.00	$ -	$ 583,848
	Furnish Dens Glass for Exterior		1	LS	S	0%	$ 65,000.00	$ -	$ 65,000
	Furnish Underlayment and Floor Sheathing		34,344	SF	S	0%	$ 2.50	$ -	$ 85,860
	Install Framing and Sheathhing		34,344	LS	S	0%	$ 14.00	$ -	$ 480,816
	Furnish Wood Blocking and Nailers		1	LS	U	0%	$ 10,000.00	$ -	$ 10,000
	Furnish and Install CLT Elevator Shaft		1	LS	U	0%	$ 65,000.00	$ -	$ 65,000
	Furnish and Install Wood Stairs and Rails		2	LS	U	0%	$ 20,000.00	$ -	$ 40,000
	Furnish and Install PVC Trim		1	LS	S	0%	$ 40,000.00	$ -	$ 40,000
	Furnish & Install Kitchen | Vanities		47	EA	S	0%	$ 9,500.00	$ -	$ 446,500
	Furnish Finish Trim Materials		1	LS	S	0%	$ 20,000.00	$ -	$ 20,000
	Install Finish Trim Materials		1	LS	S	0%	$ 20,000.00	$ -	$ 20,000
	Furnish and Install FRP Panels		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Furnish and Install Millwork in Public Spaces		1	LS	S	0%	$ 15,000.00	$ -	$ 15,000
	SUBTOTAL =		**37,200**	**SF**			**$57.39**	**$ -**	**$ 2,135,056**
7	**MOISTURE PROTECTION**								
	Furnish and Install Roofing		8,820	SF	S	0%	$ 30.00	$ -	$ 264,600
	Furnish and Install Roof Pavers		1	Ea	S	0%	$ -	$ -	$ -
	Furnish and Install Wood Blocking on Roof		1	LS	S	0%	$ 12,500.00	$ -	$ 12,500
	Furnish and Install Roof Hatch		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Misc. Roof Patching | Flashing Items		1	LS	S	0%	$ 5,000.00	$ -	$ 5,000
	Furnish Rigid Insulation Under SOG		1	LS	S	0%	$ -	$ -	$ -
	F/I Vertical Foundation Insulation		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Furnish and Install Damproofing | Waterproofing		1	LS	S	0%	$ 50,000.00	$ -	$ 50,000
	Furnish and Install Expansion Joint System		1	LS	S	0%	$ -	$ -	$ -
	Furnish Fiber Cement Lab Siding and Panels Materials		265	SQ	S	0%	$ 750.00	$ -	$ 198,900
	Install Siding and Trim		26,000	SF	S	0%	$ 15.00	$ -	$ 390,000
	Furnish | Install Building Wrap		1	LS	S	0%	$ 60,000.00	$ -	$ 60,000
	F/I Thermal, Acoustic, and Spray Insulation		43,748	SF	S	0%	$ 4.25	$ -	$ 185,929
	Penetration Firestopping		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Furnish and Install Fireproofing		1	LS	S	0%	$ 50,000.00	$ -	$ 50,000
	Misc. Fireproofing Touch-Up		1	LS	S	0%	$ 2,500.00	$ -	$ 2,500
	F/I Elevator Pit Waterproofing		2	EA	S	0%	$ 5,000.00	$ -	$ 10,000
	Joint Sealants		1	LS	S	0%	$ 45,000.00	$ -	$ 45,000
	Misc. Caulking Items		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	SUBTOTAL =		**37,200**	**SF**			**$35.33**	**$ -**	**$ 1,314,429**
8	**OPENINGS**								
	Furnish/Install Doors Frames and Hardware		47	EA	S	0%	$ 9,000.00	$ -	$ 423,000
	Access Control System - Level 1 Only		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Funish Access Panels		1	LS	M	0%	$ 17,407.50	$ -	$ 17,408
	Furnish Windows		185	EA	M	0%	$ 1,073.46	$ -	$ 198,591
	Install Windows		185	EA	S	0%	$ 250.00	$ -	$ 46,250
	Aluminum Entrances and Storefront		1,032	SF	S	0%	$ 100.00	$ -	$ 103,200
	Furnish and Install Interior Glazing		1	LS	S	0%	$ 35,000.00	$ -	$ 35,000

AVESTA OXFORD | PORTLAND, ME
47-Unit Apartment

			CONCEPT DESIGN ESTIMATE						
			April 24, 2026						
CSI							Cost	Estimating	Estimated
DIV	ITEM	Trade	Qty	Unit	Catag	Est.	per Unit	Contingency	Value
	Gross S.F. All Levels	Contactor	37,200	SF		Cont.			
	Furnish and Install Mirrors		1	LS	S	0%	$ -	$ -	$ -
	Other		1	LS	S	0%	$ -	$ -	$ -
	SUBTOTAL =		**37,200**	**SF**			**$22.40**	**$ -**	**$ 833,448**
9	**FINISHES**								
	GYP Board Assemblies		37,200	SF	S	0%	$ 21.00	$ -	$ 781,200
	Furnish Dens Glass for Wall Tops and Shafts		1	LS	S	0%	$ 25,000.00	$ -	$ 25,000
	F/I Firestopping Provisions to Elevator Rail Support		1	LS	S	0%	$ 3,500.00	$ -	$ 3,500
	Misc. Drywall Items		1	LS	U	0%	$ 12,500.00	$ -	$ 12,500
	Furnish and Install ACT Ceilings		1	LS	S	0%	$ 35,000.00	$ -	$ 35,000
	Furnish and Install Flooring		37,200	SF	S	0%	$ 5.00	$ -	$ 186,000
	Sealed | Polished Concrete		1	LS	S	0%	$ 5,000.00	$ -	$ 5,000
	Misc. Floor Prep		1	LS	U	0%	$ 15,000.00	$ -	$ 15,000
	Painting		37,200	LS	S	0%	$ 5.00	$ -	$ 186,000
	Misc. Touch-Up Painting		1	LS	U	0%	$ 10,000.00	$ -	$ 10,000
	SUBTOTAL =		**37,200**	**SF**			**$33.85**	**$ -**	**$ 1,259,200**
10	**SPECIALTIES**								
	Exterior Signage **(By Owner)**		1	LS	S	0%	$ -	$ -	$ -
	Interior Signage		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Toilet Partitions		1	LS	S	0%	$ 7,500.00	$ -	$ 7,500
	Toilet, Bath and Laundry Accessories		47	EA	S	0%	$ 500.00	$ -	$ 23,500
	Wall and Door Protection		1	LS	S	0%	$ -	$ -	$ -
	Mailboxes		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Wire Closet Shelving		47	EA	S	0%	$ 1,500.00	$ -	$ 70,500
	Fire Extinguishers and Cabinets		1	LS	S	0%	$ 5,500.00	$ -	$ 5,500
	Furnish and Install Fireplace(s)		1	LS	S	0%	$ -	$ -	$ -
	Accessory Installation		1	LS	S	0%	$ 20,000.00	$ -	$ 20,000
	Other		1	LS	S	0%	$ -	$ -	$ -
	SUBTOTAL =		**37,200**	**SF**			**$3.95**	**$ -**	**$ 147,000**
11	**EQUIPMENT**								
	Furnish and Install Loading Dock Equipment		1	LS	S	0%	$ -	$ -	$ -
	Dog Washing Unit		1	LS	S	0%	$ -	$ -	$ -
	Furnish Residential Appliances		47	LS	S	0%	$ 3,250.00	$ -	$ 152,750
	Install Residential Appliances		1	LS	S	0%	$ -	$ -	$ -
	Ammenity Space Appliances		1	LS	S	0%	$ 7,500.00	$ -	$ 7,500
	Bike Racks		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Furnish Trash Chutes		1	LS	S	0%	$ -	$ -	$ -
	Install Trash Chutes		1	LS	S	0%	$ -	$ -	$ -
	SUBTOTAL =		**37,200**	**SF**			**$4.58**	**$ -**	**$ 170,250**
12	**FURNISHINGS**								
	Window Treatments		47	EA	S	0%	$ 750.00	$ -	$ 35,250
	Other		1	LS	S	0%	$ -	$ -	$ -
	Other		1	LS	S	0%	$ -	$ -	$ -
	SUBTOTAL =		**37,200**	**SF**			**$0.95**	**$ -**	**$ 35,250**
13	**SPECIALTY CONSTRUCTION**								

AVESTA OXFORD | PORTLAND, ME
47-Unit Apartment

			CONCEPT DESIGN ESTIMATE						
			April 24, 2026						
CSI							Cost	Estimating	Estimated
DIV	ITEM	Trade	Qty	Unit	Catag	Est.	per Unit	Contingency	Value
	Gross S.F. All Levels	Contactor	37,200	SF		Cont.			
	Other		1	LS	S	0%	$ -	$ -	$ -
	Other		1	LS	S	0%	$ -	$ -	$ -
	SUBTOTAL =		**37,200**	**SF**			**$0.00**	**$ -**	**$ -**
14	**CONVEYING SYSTEMS**								
	Furnish and Install Elevator(s)		5	Stops	S	0%	$ 65,000.00	$ -	$ 325,000
	Misc. Elevator Items (Operator, Etc.)		1	LS	U	0%	$ 20,000.00	$ -	$ 20,000
	Elevator Accessories		1	LS	S	0%	$ 5,000.00	$ -	$ 5,000
	SUBTOTAL =		**37,200**	**SF**			**$9.41**	**$ -**	**$ 350,000**
21	**SPECIAL CONSTRUCTION**								
	Furnish and Install Fire Suppression System		37,200	LS	S	0%	$ 5.00	$ -	$ 186,000
	Firestopping at Sprinkler Service		1	LS	S	0%	$ 15,000.00	$ -	$ 15,000
	Furnish and Install Fire Pump		1	LS	S	0%	$ -	$ -	$ -
	Fire Watch		1	LS	S	0%	$ 2,500.00	$ -	$ 2,500
	Misc. Sprinkler Items		1	LS	U	0%	$ 7,500.00	$ -	$ 7,500
	SUBTOTAL =		**37,200**	**SF**			**$5.67**	**$ -**	**$ 211,000**
22	**PLUMBING**								
	Furnish and Install Plumbing System		47	EA	S	0%	$ 25,000.00	$ -	$ 1,175,000
	Furnish and Install Firestopping for Plumbing		1	LS	S	0%	$ 15,000.00	$ -	$ 15,000
	Furnish and Install Radon System		1	LS	S	0%	$ 10,000.00	$ -	$ 10,000
	Furnish and Install Gas Piping		1	LS	S	0%	$ -	$ -	$ -
	Misc. Plumbing Items		1	LS	U	0%	$ 15,000.00	$ -	$ 15,000
	SUBTOTAL =		**37,200**	**SF**			**$32.66**	**$ -**	**$ 1,215,000**
23	**HVAC**								
	Furnish and Install HVAC System		47	EA	S	0%	$ 25,000.00	$ -	$ 1,175,000
	Furnish and Install Firestopping for HVAC System		1	LS	S	0%	$ 15,000.00	$ -	$ 15,000
	MEP Coordination		1	LS	S	0%	$ 7,500.00	$ -	$ 7,500
	Misc. HVAC Items		1	LS	U	0%	$ 15,000.00	$ -	$ 15,000
	Other		1	LS	S	0%	$ -	$ -	$ -
	SUBTOTAL =		**37,200**	**SF**			**$32.59**	**$ -**	**$ 1,212,500**
26	**ELECTRICAL**								
	Furnish and Install Electrical System		37,200	SF	S	0%	$ 30.00	$ -	$ 1,116,000
	Building Lighting Interior and Exterior		37,200	SF	S	0%	$ 1.50	$ -	$ 55,800
	Switchgear and Distirbution		47	EA	S	0%	$ 2,150.00	$ -	$ 101,050
	Fire Alarm		37,200	SF	S	0%	$ 1.00	$ -	$ 37,200
	Generator		1	LS	S	0%	$ 80,000.00	$ -	$ 80,000
	Phone | Cable | Telecom		1	LS	S	0%	$ 62,000.00	$ -	$ 62,000
	Furnish and Install CCTV | Security System		1	LS	S	0%	$ -	$ -	$ -
	Tele Data Cabling		1	LS	S	0%	$ 15,000.00	$ -	$ 15,000
	Misc. Electrical		1	LS	U	0%	$ 20,000.00	$ -	$ 20,000
	SUBTOTAL =		**37,200**	**SF**			**$39.97**	**$ -**	**$ 1,487,050**
31	**SITE WORK**								
	Site Work		1	LS	S	0%	$ 850,000.00	$ -	$ 850,000

AVESTA OXFORD | PORTLAND, ME
47-Unit Apartment

			CONCEPT DESIGN ESTIMATE						
			April 24, 2026						
CSI							Cost	Estimating	Estimated
DIV	ITEM	Trade	Qty	Unit	Catag	Est.	per Unit	Contingency	Value
	Gross S.F. All Levels	**Contactor**	**37,200**	**SF**		**Cont.**			
	Site Furnishings		1	LS	S	0%	$ 50,000.00	$ -	$ 50,000
	Landscaping | Hardscaping		1	LS	S	0%	$ 75,000.00	$ -	$ 75,000
	Misc. Site Items		1	LS	U	0%	$ 50,000.00	$ -	$ 50,000
	SUBTOTAL =		**37,200**	**SF**			**$27.55**	**$ -**	**$ 1,025,000**
N/A	**OTHER**								
	Description		1	LS	S	0%	$ -	$ -	$ -
	Description		1	LS	S	0%	$ -	$ -	$ -
	Description		1	LS	S	0%	$ -	$ -	$ -
	Description		1	LS	S	0%	$ -	$ -	$ -
	Description		1	LS	S	0%	$ -	$ -	$ -
	SUBTOTAL =		**37,200**	**SF**			**$0.00**	**$ -**	**$ -**
	GRAND TOTALS =		**37,200**	**SF**			**$357.00**	**$ -**	**$ 13,280,491**

PENOBSCOT
GENERAL CONTRACTORS

Avesta Oxford
High Level Budget Clarifications
April 24, 2026

ALLOWANCES INCLUDE:

1. Weather Protection - $50,000

INCLUSIONS | ASSUMPTIONS:

1. Based on a 14 Month 60 Week Construction Period
2. In alignment with Maine Housing Requirements, we have carried a 2% construction Contingency.
3. We have not carried any temporary excavation shoring in our budget. We assume that we will be able to complete all excavations without impacting the surrounding properties/streets. This will need to be confirmed as the design is developed.
4. We have included some money for demolition of the existing structures onsite. We have not considered any required abatement to these structures.
5. We assume that the foundation system will be a shallow typical foundation system. We have not included any cost for deep foundations i.e. H-piles.
6. We have carried a steel and concrete structure for the basement/parking level **ONLY**, and wood framing for all levels above.
7. We have carried CMU shafts for only the first level of stair and elevator shafts from the parking area to the first floor. WE have assumed all shaft construction above that point to be wood framed or CLT.
8. We have carried prefabricated floor trusses for levels 2-5 and the roof.
9. We have carried ¾" Advantech Sheathing and ½" Exacore Sheathing for all wood floor assemblies.
10. We have carried prefabricated wood wall panels for all exterior walls on levels 2-6. This assembly would include fire treated studs and zip R-12.5 sheathing.
11. We have carried Hardie Siding for all fiber cement exterior siding materials.
12. We assume an EPDM roof for the entire roof area.
13. We have priced finishes in alignment with Maine Housing Standards and in alignment with other similar projects.
14. We have included a full payment and performance bond.
15. We have carried a per unit Mechanical number to align with the utilization PTAC heat pumps, i.e. Maestro or similar.
16. Our site budget is based on all required utilities being readily available directly adjacent to the project site. We have not carried any cost associated with Right of Way upgrades or utility extensions.

AGC MAINE THE CONSTRUCTION ASSOCIATION
ABC Associated Builders and Contractors Maine

17. We have assumed that there are no classified soils onsite that would require disposal at a registered facility.

NOTEWORTHY EXCLUSIONS:

1. We have not included a high-rise classification for this building including the cost of shaft pressurization or a fire command room.
2. We have not included any green certifications i.e. Passive House or LEED.
3. Building Permit
4. 3rd Party Commissioning and Inspections
5. Signage – **By Owner**
6. Utility Fees | CMP
7. Moisture Mitigation for any Concrete Slabs
8. Furniture | Fixtures | Equipment
9. Access Control System - **By Owner**
10. Security Systems
11. Geotech Engineering Services
12. Ground Improvements
13. Ledge Removal
14. Removal of Contaminated Soils

City of Portland - TIF Model
207 Oxford Street

13-May-26
CBLs: 26-B-12 and 26-B-18
OAV as of 3/31/2026: $781,500

City of Portland- TIF Projection Table - 207 Oxford Street									
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	2026	$4,998,500	56.00%	$2,799,160	11.98	$33,534	$33,534	$0	$26,348
2	2027	$4,998,500	56.00%	$2,799,160	12.22	$34,205	$34,205	$0	$26,875
3	2028	$4,998,500	56.00%	$2,799,160	12.46	$34,889	$34,889	$0	$27,413
4	2029	$4,998,500	56.00%	$2,799,160	12.71	$35,586	$35,586	$0	$27,961
5	2030	$4,998,500	56.00%	$2,799,160	12.97	$36,298	$36,298	$0	$28,520
6	2031	$4,998,500	56.00%	$2,799,160	13.23	$37,024	$37,024	$0	$29,090
7	2032	$4,998,500	56.00%	$2,799,160	13.49	$37,765	$37,765	$0	$29,672
8	2033	$4,998,500	56.00%	$2,799,160	13.76	$38,520	$38,520	$0	$30,266
9	2034	$4,998,500	56.00%	$2,799,160	14.04	$39,290	$39,290	$0	$30,871
10	2035	$4,998,500	56.00%	$2,799,160	14.32	$40,076	$40,076	$0	$31,488
11	2036	$4,998,500	56.00%	$2,799,160	14.60	$40,878	$40,878	$0	$32,118
12	2037	$4,998,500	56.00%	$2,799,160	14.90	$41,695	$41,695	$0	$32,761
13	2038	$4,998,500	56.00%	$2,799,160	15.19	$42,529	$42,529	$0	$33,416
14	2039	$4,998,500	56.00%	$2,799,160	15.50	$43,380	$43,380	$0	$34,084
15	2040	$4,998,500	56.00%	$2,799,160	15.81	$44,247	$44,247	$0	$34,766
16	2041	$4,998,500	56.00%	$2,799,160	16.12	$45,132	$45,132	$0	$35,461
17	2042	$4,998,500	56.00%	$2,799,160	16.45	$46,035	$46,035	$0	$36,170
18	2043	$4,998,500	56.00%	$2,799,160	16.77	$46,956	$46,956	$0	$36,894
19	2044	$4,998,500	56.00%	$2,799,160	17.11	$47,895	$47,895	$0	$37,632
20	2045	$4,998,500	56.00%	$2,799,160	17.45	$48,853	$48,853	$0	$38,384
21	2046	$4,998,500	56.00%	$2,799,160	17.80	$49,830	$49,830	$0	$39,152
22	2047	$4,998,500	56.00%	$2,799,160	18.16	$50,826	$50,826	$0	$39,935
23	2048	$4,998,500	56.00%	$2,799,160	18.52	$51,843	$51,843	$0	$40,734
24	2049	$4,998,500	56.00%	$2,799,160	18.89	$52,880	$52,880	$0	$41,548
25	2050	$4,998,500	56.00%	$2,799,160	19.27	$53,937	$53,937	$0	$42,379
26	2051	$4,998,500	56.00%	$2,799,160	19.65	$55,016	$55,016	$0	$43,227
27	2052	$4,998,500	56.00%	$2,799,160	20.05	$56,116	$56,116	$0	$44,091
28	2053	$4,998,500	56.00%	$2,799,160	20.45	$57,239	$57,239	$0	$44,973
29	2054	$4,998,500	56.00%	$2,799,160	20.86	$58,383	$58,383	$0	$45,873
30	2055	$4,998,500	56.00%	$2,799,160	21.27	$59,551	$59,551	$0	$46,790
30 Year TIF Total		**$149,955,000**		**$83,974,800**		**$1,360,407**	**$1,360,407**	**$0**	**$1,068,892**
30 Year TIF Average		**$4,998,500**		**$2,799,160**		**$45,347**	**$45,347**		**$35,630**

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model - 207 Oxford Street							
56% Sheltered - 30 years - 56% to Developer Project Account - 44% to City Development Account							
				Avoided Formula Impacts from Sheltering of Valuation			
TIF Year	Tax Year-April 1	Total Added Valuation	Sheltered 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	2026	$4,998,500	$2,799,160	$0	$5,500	$1,121	$6,622
2	2027	$4,998,500	$2,799,160	$0	$5,500	$1,121	$6,621
3	2028	$4,998,500	$2,799,160	$0	$5,500	$1,121	$6,621
4	2029	$4,998,500	$2,799,160	$6,177	$5,500	$1,121	$12,798
5	2030	$4,998,500	$2,799,160	$12,354	$5,500	$1,121	$18,975
6	2031	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
7	2032	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
8	2033	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
9	2034	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
10	2035	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
11	2036	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
12	2037	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
13	2038	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
14	2039	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
15	2040	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
16	2041	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
17	2042	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
18	2043	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
19	2044	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
20	2045	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
21	2046	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
22	2047	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
23	2048	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
24	2049	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
25	2050	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
26	2051	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
27	2052	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
28	2053	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
29	2054	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
30	2055	$4,998,500	$2,799,160	$18,530	$5,500	$1,121	$25,152
30 Year TIF Total		**$149,955,000**	**$83,974,800**	**$481,791**	**$165,005**	**$33,632**	**$680,428**
30 Year TIF Average		**$4,998,500**	**$2,799,160**	**$16,060**	**$5,500**	**$1,121**	**$22,681**

PROJECT NAME: **Oxford Street Apartments** Date: 05/19/26
LOCATION: **Portland**
Constr. Type: **New / Infill**

DEVELOPMENT ASSUMPTIONS						
Total Units		47	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
# @ 30% AMI (LIHTC)	0.0%	0	Rent	2.00%	2.00%	2.00%
# @ 50% AMI (LIHTC)	61.7%	29	Operating Expense	3.00%	3.00%	3.00%
# @ 60% AMI (LIHTC)	38.3%	18	Other Income	2.00%	2.00%	2.00%
# @ 80% AMI (LIHTC)	0.0%	0	Debt Coverage Ratio	1.15		
# @ Market	0.0%	0	Vacancy	5%		
Appraised Market Value		6,183,554	Market Value/Unit	$131,565		

PRO FORMA DEVELOPMENT BUDGET					
		Residential	Per Unit	**Commercial**	**TDC**
Site Improvements		666,221	14,175	0	666,221
New Construction		10,228,282	217,623	0	10,228,282
Historic Construction		0	0	0	0
General Requirements		627,150	13,344	0	627,150
Builder Profit		447,380	9,519	0	447,380
Bond Premium		224,263	4,772	0	224,263
Solar		0	0	0	0
Construction Contingency	5.00%	609,665	12,972	0	609,665
Subtotal Construction Costs		**12,802,961**	**272,403**	**0**	**12,802,961**
Building Permits and Fees		357,478	7,606	0	357,478
Survey & Engineering		74,000	1,574	0	74,000
Architectural & Design		575,000	12,234	0	575,000
Legal		100,000	2,128	0	100,000
Title & Recording		22,500	479	0	22,500
Accounting		17,500	372	0	17,500
Construction Period Tax		58,000	1,234	0	58,000
Construction Period Insurance		100,000	2,128	0	100,000
Commissioning, Blower Door, Contingency		47,055	1,001	0	47,055
Subtotal Soft Costs		**1,351,533**	**28,756**	**0**	**1,351,533**
Construction Loan Origination Fees		20,000	426	0	20,000
Construction Loan Interest		985,000	20,957	0	985,000
Equity Bridge Loan Interest		0			0
MH Permanent Loan Fees		2,000	43	0	2,000
Other Permanent Loan Fees		20,000	426	0	20,000
Other		0	0	0	0
Subtotal Finance Costs		**1,027,000**	**21,851**	**0**	**1,027,000**
Market Survey		5,500	117	0	5,500
Appraisal		6,500	138	0	6,500
Environmental Study		10,000	213	0	10,000
LIHTC Fees & Prepaid Monitoring		142,500	3,032	0	142,500
Relocation Costs		0	0	0	0
FF&E		85,000	1,809	0	85,000
Other:		0	0	0	0
Subtotal Miscellaneous		**249,500**	**5,309**	**0**	**249,500**
Acquisition: Buildings		0	0	0	0
Acquisition: Land		0	0	0	0
Acquisition: Existing Reserves		0	0	0	0
Acquisition: Legal		0	0	0	0
Acquisition: other		0	0	0	0
Subtotal Acquisition		**0**	**0**	**0**	**0**
Operating Deficit Escrow		339,111	7,215	0	339,111
Pre-funded Replacements		115,271	2,453	0	115,271
Tax & Insurance Escrow		82,689	1,759	0	82,689
Working Capital		47,000	1,000	0	47,000
Total Syndication Expenses		30,000	638	0	30,000
Consultant Fee		0	0	0	0
Developer Overhead		750,000	15,957	0	750,000
Developer Profit		0	0	0	0
Other		0	0	0	0
Subtotal Fee and Reserves		**1,364,070**	**29,023**	**0**	**1,364,070**
Total Project Costs		**16,795,064**	**357,342**	**0**	**16,795,064**
		16,293,453	**337,606**		

Max LIHTC Available	1,862,230
LIHTC Alloc.	1,200,000
Equity yield	0.78
Synd. %	99.99%
Equity Raise	9,359,064

Historic Credit FED	0
Equity yield	0.90
Synd. %	99.99%
Equity Raise	0

Historic Credit STATE	0
Equity yield Equivalent	0.90
Synd. %	100.00%
Equity Raise	0

Solar	0
Equity Yield	0.96
Synd.	99.99%
Equity Raise:	0

Total Equity:	9,359,064

Gross Square Footage	37,200
Construction Cost/Sq ft.	**328**

Notes:

Maximum Gross Developer Fee (10%/15%)	2,406,760
Maximum Net Developer Fee (per unit max)	750,000
Actual Proposed Gross Fee	750,000
% of maximum Gross Fee	31.2%
Proposed Net Fee Collected	750,000
% of Maximum Net Fee	100.0%

Minimum Deferred Fee: **0**

FLOW OF FUNDS

		During Construction				18	months			
Date Estimate:	6/15/2027	10/28/2027	3/11/2028	7/24/2028	12/6/2028	3/6/2029		1st Equity Occupancy	Final Capital	
Sources	**CLC**	**25%**	**50%**	**75%**	**100%**	**PLC**		**Milestone**	**Payment**	**Total**
Beginning Cash	0	0	0	0	0	0		0	0	0
Capital Contribution	150,000	0	0	0	0	9,059,064		100,000	50,000	9,359,064
Equity Bridge Loan	0	0	0	0	0	0				
Construction Loan	1,158,033	2,350,740	3,200,740	3,200,740	2,871,740					12,781,994
GP Bridge Loan										0
MH: MH Subsidy	1,500,000	0	0	0	0	1,500,000				3,000,000
	0	0	0	0	0	0				0
FHLBBoston Subsidy	0	850,000	0	0	0	0				850,000
Interest Only Debt	0	0	0	0	0	2,010,000				2,010,000
State Historic Bridge:	0	0	0	0	0	0				0
FHLBBoston Subsidized Advance	0	0	0	0	0	1,200,000				1,200,000
Efficiency Maine	0	0	0	0	376,000	0				376,000
TBD 0% Source	0	0	0	0	0	0				0
Y20 Refinance	0	0	0	0	0	0				0
	0	0	0	0	0	0				0
Seller's Note	0	0	0	0	0	0				0
Development Fee Loan	0	0	0	0	0	0				0
										0
TOTAL SOURCES	2,808,033	3,200,740	3,200,740	3,200,740	3,247,740	13,769,064		100,000	50,000	29,577,058
Uses										
Acquisition	0									0
Construction		3,200,740	3,200,740	3,200,740	3,200,740					12,802,961
Soft Costs	1,351,533									1,351,533
Financing Costs	1,027,000									1,027,000
Miscellaneous	249,500					0				249,500
Dev Fee	150,000					450,000		100,000	50,000	750,000
Reserves	0				47,000	537,070				584,070
TOTAL DEV. COSTS	2,778,033	3,200,740	3,200,740	3,200,740	3,247,740	987,070		100,000	50,000	16,765,064
Repay GP Bridge Loan						0				0
Repay Construction Loan						12,781,994				12,781,994
Other Syndication Costs	30,000									30,000
SUBTOTAL OTHER ITEMS	30,000	0	0	0	0	12,781,994		0	0	12,811,994
TOTAL USES OF FUNDS	2,808,033	3,200,740	3,200,740	3,200,740	3,247,740	13,769,064		100,000	50,000	29,577,058
Ending Cash	0	0	0	0	0	0		0	0	0

PROJECT FINANCING

Source		Amount	Rate	Term	Amort.	Lien	Annual D/S Yr. 1-5	Yr. 6-15	Yr. 16-20	Yr. 21-30
Source 1:	MH Subsidy	3,000,000	0.00%	30		2nd	0	0	0	0
Source 2:		0	0.00%	30		1st	0	0	0	0
Source 3	FHLBBoston Subsidy	850,000	0.00%	30		3rd	0	0	0	0
Source 4	Interest Only Debt	2,010,000	6.00%	30		1st	120,600	120,600	120,600	120,600
Source 5	FHLBBoston Subsidized Advance	1,200,000	4.50%	20	30	1st	72,963	72,963	72,963	0
Source 6	Efficiency Maine	376,000	0.00%	30		3rd	0	0	0	0
Source 7	TBD 0% Source	0	AFR	30		4th	CF	CF	CF	CF
Source 8	Y20 Refinance	0	6.00%	20	20	1st	0	0	0	51,583
Source 9	Seller's Note	0	0.00%	30		1st	0	0	0	0
Source 10	Development Fee Loan	0	0.00%				CF	CF	CF	CF
Source 11	State Historic Bridge:	0								
Source 12		0								
Source 13	Net Syndication	9,359,064								
	Capitalization Gap	0								
	Total	16,795,064	4.47%							

COLLATERAL COVERAGE

	Total	Per Unit
Projected Mortgage	3,210,000	68,298
Appraised Market Value	6,183,554	131,565
Loan to Value Ratio	52%	
Market Rent Differential	146,698	260
Subsidy per Unit		63,830
Subsidy per Low Income Unit		63,830

MaineHousing Subsidy Limits:

Per Project Max:	3,000,000
Per LI Unit Max:	65,000
Actual Request:	3,000,000
Request per LI Unit:	63,830

PROPOSED RENT SCHEDULE			Maximum Gross LIHTC/HOME		Maximum Net			
Type	AMI	# Units	Rents	Utility Allow.	Tenant Rent	Rents from Applicant	Market Rent	Total Rent
Efficiency	30% AMI	0	0	99	0	0	$1,388	0
	50% AMI	23	1,217	99	1,118	1,118	$1,388	308,568
	60% AMI	12	1,461	99	1,362	1,362	$1,388	196,128
	80% AMI	0	0	99	0	0	$1,388	0
35	Market	0	0	0	0	0	$1,388	0
1BR	30% AMI	0	0	113	0	0	$1,733	0
	50% AMI	4	1,304	113	1,191	1,191	$1,733	57,168
	60% AMI	4	1,565	113	1,452	1,452	$1,733	69,696
	80% AMI	0	0	113	0	0	$1,733	0
8	Market	0	0	0	0	0	$1,733	0
2BR	30% AMI	0	0	131	0	0	$2,191	0
	50% AMI	2	1,565	131	1,434	1,434	$2,191	34,416
	60% AMI	2	1,878	131	1,747	1,747	$2,191	41,928
	80% AMI	0	0	131	0	0	$2,191	0
4	Market	0	0	0	0	0	$2,191	0
3BR	30% AMI	0	0	0	0	0	$2,500	0
	50% AMI	0	0	0	0	0	$2,500	0
	60% AMI	0	0	0	0	0	$2,500	0
	80% AMI	0	0	0	0	0	$2,500	0
0	Market	0	0	0	0	0	$2,500	0
4BR	30% AMI	0	0	0	0	0	$0	0
	50% AMI	0	0	0	0	0	$0	0
	60% AMI	0	0	0	0	0	$0	0
	80% AMI	0	0	0	0	0	$0	0
0	Market	0	0	0	0	0	$0	0
								0
								0
Subtotals		47						707,904
Bedrooms		51						
				Other Income:	HAP Differential		0	0
				Other Income:	Commercial Income		0	0
				Vacancy Rate		5.00%		(35,395)
				Other Income:	Laundry		24	288
				Other Income:	TIF (trends at 2%)			33,534
				Effective Gross Income				706,331

AFFORDABLE AMORTIZING MORTGAGE CALCULATION			
Effective Gross Income (w/TIF)			706,331
Annual Operating Expense			484,659
Stabilized NOI			221,672
DSC	**1.15**		28,914
$ Avail for D/S			192,758
Other DS			0
Balance			192,758
Affordable Fully Amortizing Mortgage		6.00%	2,679,205
Affordable Interest Only Mortgage		6.00%	3,212,637

BREAKEVEN ANALYSIS:	RENT SENSITIVITY	OCCUPANCY	
	Total		Annual
Operating Expense	484,659	Gross Revenues	741,438
Debt Service	193,563		
Breakeven Rent	1,203	Breakeven Occupancy	91%

OPERATING EXPENSES			
Expense	Annual	Annual Per Unit	Monthly Per Unit
Administrative Expenses:			
Management Fees	59,780	1,272	106
Management Charges	59,780	1,272	106
Marketing Expenses	500	11	1
Legal Expenses	500	11	1
Auditing Expenses	7,500	160	13
Other Administrative Expenses	0	0	0
Administrative Expenses	128,061	2,725	227
Operating Expenses:			
Janitorial Payroll	0	0	0
Janitorial Supplies and Equipment	0	0	0
Janitorial Contractual Services	0	0	0
Fuel and Gas	0	0	0
Electricity	81,638	1,737	145
Water and Sewer	29,046	618	52
Garbage and Trash Removal	12,360	263	22
Vehicle and Equipment Expenses	0	0	0
Other Operating Expenses	0	0	0
Operating Expenses	123,044	2,618	218
Maintenance Expenses:			
Grounds Maintenance Payroll	0	0	0
Grounds Tools and Supplies	0	0	0
Grounds Contractual Services	20,600	438	37
Miscellaneous Ground Maintenance	0	0	0
	0	0	0
Building Maintenance Payroll	0	0	0
Building Tools and Supplies	0	0	0
Building Contractual Services	30,900	657	55
Building Systems Maintenance	25,750	548	46
Miscellaneous Building Maintenance	0	0	0
		0	0
Maintenance Expenses	77,250	1,644	137
General Expenses:			
Property Taxes	69,244	1,473	123
Property and Liability Insurance	41,200	877	73
Tenant Service Expenses	22,360	476	40
Other General Expenses	0	0	0
General Expenses	132,804	2,826	235
Replacement Reserve Funding	23,500	500	42
Total	484,659	10,312	859

Management Costs Analysis

Management Fees	59,780	
Management Charges	59,780	
Other Administrative Expenses	0	119,561
Effective Gross Rental Income		672,509
Cost Percentage for use in Management Agreement		**18%**

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT

YEAR	12/31/2029	1	2	3	4	5	6	7	8	9	10	11
	Lease Up	Stabilized										
Mos:	10	12/31/2030	12/31/2031	12/30/2032	12/30/2033	12/31/2034	12/31/2035	12/30/2036	12/30/2037	12/31/2038	12/31/2039	12/30/2040
Effective Rental Income	588,609	672,797	686,253	699,978	713,977	728,257	742,822	757,678	772,832	788,289	804,054	820,136
TIF Reimbursement		33,534	34,205	34,889	35,586	36,298	37,024	37,765	38,520	39,290	40,076	40,878
Less Operating Expense	346,179	484,659	499,199	514,174	529,600	545,488	561,852	578,708	596,069	613,951	632,370	651,341
Net Operating Income	242,430	221,672	221,259	220,692	219,964	219,067	217,994	216,735	215,283	213,628	211,761	209,672
Less RLP Repay	100,500	120,600	120,600	120,600	120,600	120,600	120,600	120,600	120,600	120,600	120,600	120,600
Less Other Repay	60,802	72,963	72,963	72,963	72,963	72,963	72,963	72,963	72,963	72,963	72,963	72,963
Cash Flow	81,128	28,109	27,696	27,129	26,401	25,505	24,431	23,173	21,720	20,065	18,198	16,110
Cash Flow per Unit	1,726	598	589	577	562	543	520	493	462	427	387	343
Debt Coverage Ratio	1.50	1.15	1.14	1.14	1.14	1.13	1.13	1.12	1.11	1.10	1.09	1.08
Principal Balance (1-4)	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000
Principal Balance (5-10)	1,576,000	1,556,641	1,536,393	1,515,215	1,493,064	1,469,895	1,445,662	1,420,315	1,393,805	1,366,076	1,337,073	1,306,738
Operating Reserve Balance	339,111	344,197	349,360	354,601	359,920	365,319	370,798	376,360	382,006	387,736	393,552	399,455

First Year End: 12/31/2030

TIF Trends at 2% per City

Total Cash Flow Projected over 12 Years
321,690

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued

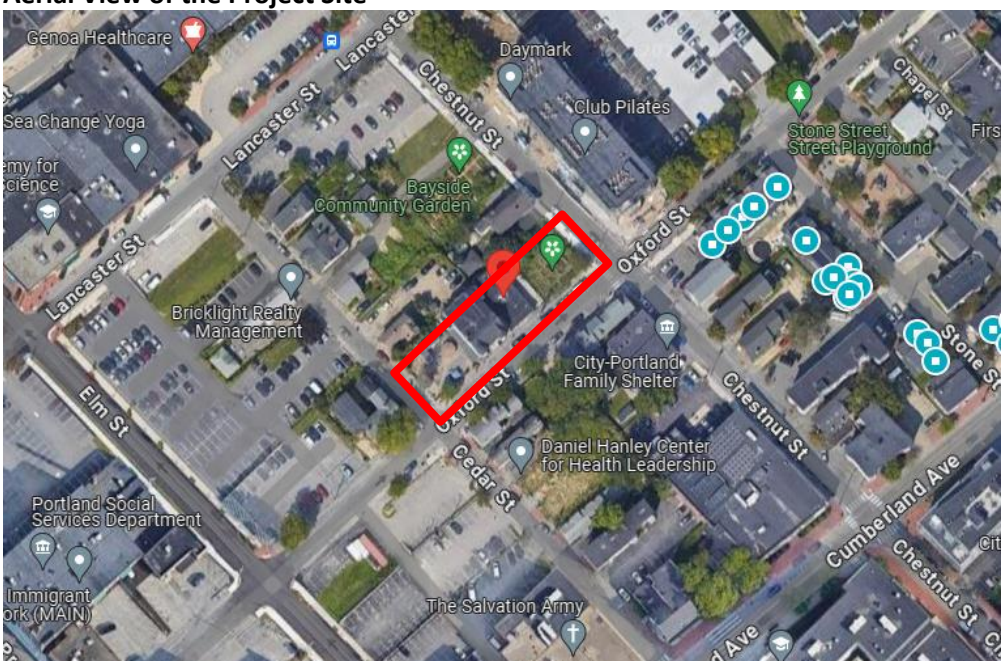
YEAR		12	13	14	15	16	17	18	19	20	21	22
		12/30/2041	12/31/2042	12/31/2043	12/30/2044	12/30/2045	12/31/2046	12/31/2047	12/30/2048	12/30/2049	12/31/2050	12/31/2051
Effective Rental Income		836,538	853,269	870,334	887,741	905,496	923,606	942,078	960,920	980,138	999,741	1,019,735
TIF Reimbursement		41,695	42,529	43,380	44,247	45,132	46,035	46,956	47,895	48,853	49,830	50,826
Less Operating Expense		670,881	691,008	711,738	733,090	755,083	777,735	801,067	825,099	849,852	875,348	901,608
Net Operating Income		207,352	204,791	201,976	198,899	195,546	191,906	187,966	183,715	179,138	174,223	168,954
Less RLP Repay		120,600	120,600	120,600	120,600	120,600	120,600	120,600	120,600	120,600	120,600	120,600
Less Other Repay		72,963	72,963	72,963	72,963	72,963	72,963	72,963	72,963	72,963	51,583	51,583
Cash Flow		13,790	11,228	8,414	5,336	1,983	(1,657)	(5,596)	(9,848)	(14,424)	2,040	(3,229)
Cash Flow per Unit		293	239	179	114	42	(35)	(119)	(210)	(307)	43	(69)
Debt Coverage Ratio		1.07	1.06	1.04	1.03	1.01	0.99	0.97	0.95	0.93	1.01	0.98
Principal Balance (1-4)	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000
Principal Balance (5-10)	1,306,738	1,275,010	1,241,824	1,207,113	1,170,807	1,132,834	1,093,117	1,051,574	1,008,124	962,677	376,000	376,000
Operating Reserve Balance	399,455	405,447	411,529	417,702	423,967	430,327	435,125	436,055	432,748	424,815	431,188	434,426

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued

YEAR		23	24	25	26	27	28	29	30
		12/30/2052	12/30/2053	12/31/2054	12/31/2055	12/30/2056	12/30/2057	12/31/2058	12/31/2059
Effective Rental Income		1,040,130	1,060,933	1,082,151	1,103,794	1,125,870	1,148,388	1,171,356	1,194,783
TIF Reimbursement		51,843	52,880	53,937	55,016	56,116	57,239	58,383	59,551
Less Operating Expense		928,656	956,516	985,211	1,014,768	1,045,211	1,076,567	1,108,864	1,142,130
Net Operating Income		163,317	157,296	150,877	144,043	136,776	129,059	120,875	112,204
Less MaineHousing RLP Repay		120,600	120,600	120,600	120,600	120,600	120,600	120,600	120,600
Less Other Repay		51,583	51,583	51,583	51,583	51,583	51,583	51,583	51,583
Cash Flow		(8,866)	(14,887)	(21,306)	(28,140)	(35,407)	(43,124)	(51,308)	(59,979)
Cash Flow per Unit		(189)	(317)	(453)	(599)	(753)	(918)	(1,092)	(1,276)
Debt Coverage Ratio		0.95	0.91	0.88	0.84	0.79	0.75	0.70	0.65
Principal Balance (1-4)	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000	5,860,000
Principal Balance (5-10)	376,000	376,000	376,000	376,000	376,000	376,000	376,000	376,000	376,000
Operating Reserve Balance	434,426	432,076	423,671	408,720	386,710	357,104	319,336	272,818	216,931

City of Portland 2026 Development Funding Application
Oxford Street Apartments | Site Photographs

Aerial View of the Project Site



View of Project Site looking southwest, from the corner of Oxford and Chestnut



307 Cumberland Avenue • Portland, Maine 04101
207-553-7777 • 1-800-339-6516 Voice/TTY
207-553-7778 Fax • www.avestahousing.org

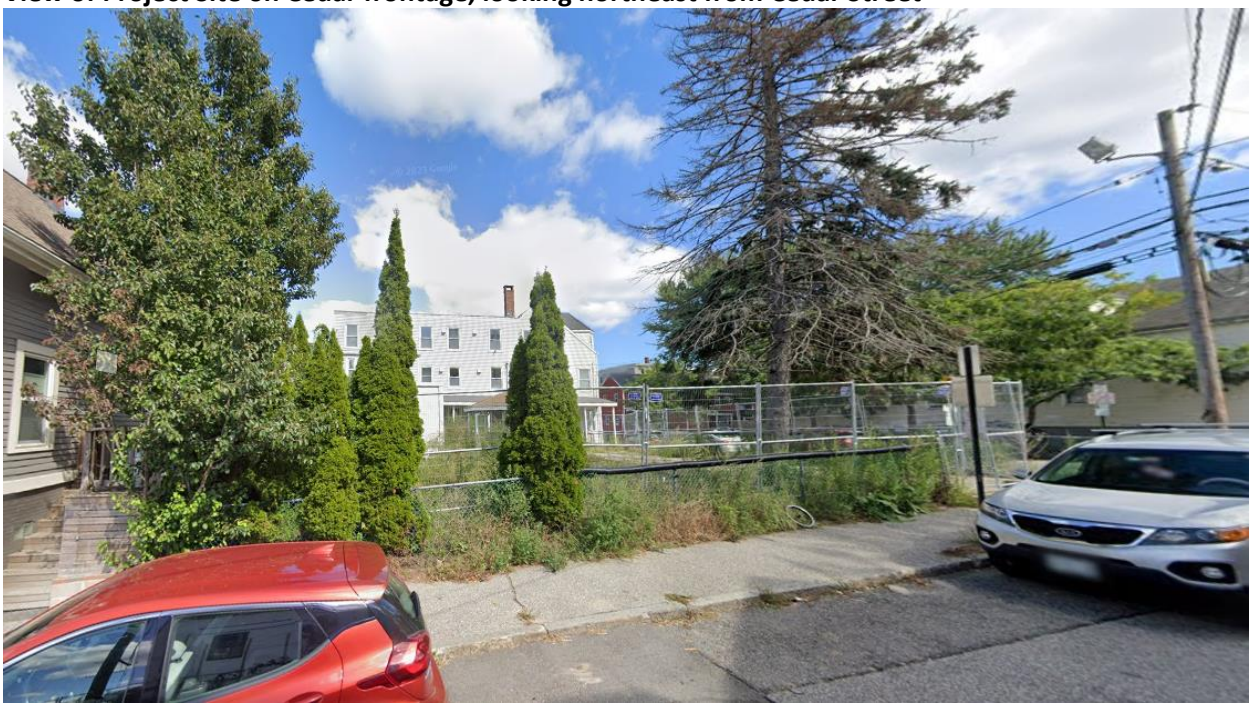
View of Project Site looking northeast, from the corner of Oxford and Cedar



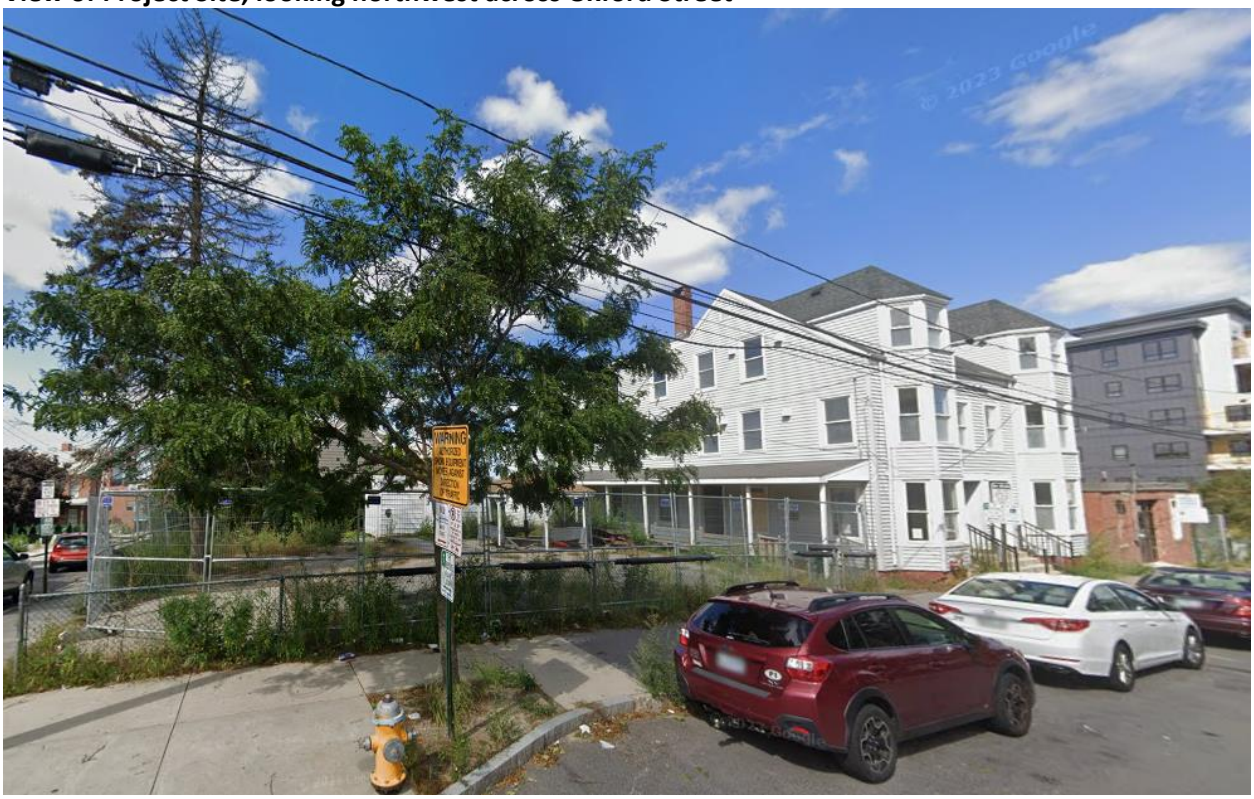
View of Project Site on Chestnut frontage, looking southwest from Chestnut



View of Project Site on Cedar frontage, looking northeast from Cedar Street



View of Project Site, looking northwest across Oxford Street



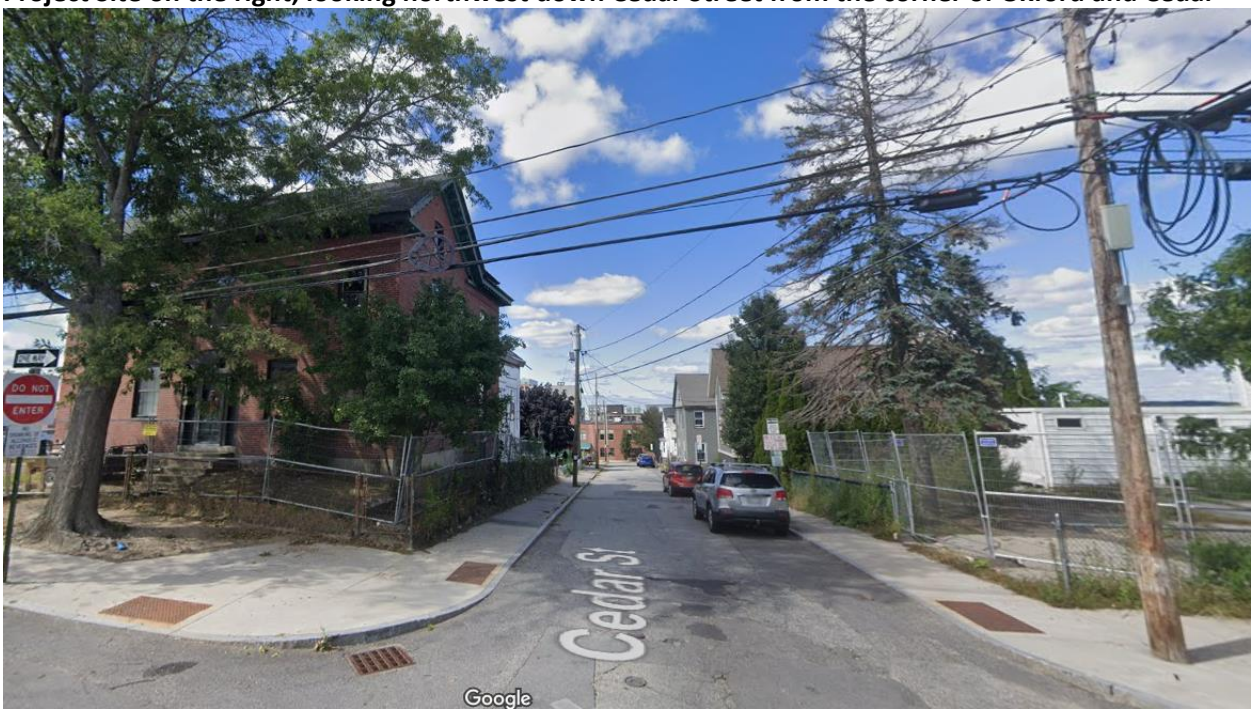
Project Site on the left; looking northeast down Oxford Street



Project Site on the left; looking northwest down Chestnut from the corner of Oxford and Chestnut



Project Site on the right; looking northwest down Cedar Street from the corner of Oxford and Cedar



Project Site to the left; looking southeast across Oxford from the corner of Oxford and Cedar



Project Site to the left; view south across Oxford from the corner of Oxford and Chestnut



PHASED OXFORD STREET REDEVELOPMENT

AVESTA HOUSING & REVELER DEVELOPMENT
PORTLAND, MAINE

LEGEND

EXISTING

REFER TO THE EXISTING CONDITIONS PLAN FOR ADDITIONAL INFORMATION

PROPOSED

	UNDERDRAIN
	GREEN SPACE
	UTILITY PAVEMENT CUTS
	STRIPING
	SEDIMENTATION BARRIER
	EDGE OF EX. PAVEMENT
	CURB
	SIGN
	LAMP OR LIGHT POLE
	UTILITY POLE
	GUY WIRE
	WATER VALVE
	FIRE HYDRANT
	SEWER MANHOLE
	CATCH BASIN
	DRAIN MANHOLE
UE UE	UNDERGROUND ELECTRIC LINE
W W	UNDERGROUND WATER LINE
64	MINOR CONTOURS (1 FT)
65	MAJOR CONTOURS (5 FT)
G G	GAS LINE
SD SD	STORM DRAIN LINE
S S	SEWER LINE
	EXISTING/PROPOSED BUILDING
OHE/T/C	OVERHEAD ELECTRICAL/TELEPHONE/CABLE
	PROPERTY LINE
	SETBACKS

UTILITIES

SEWER

DEPARTMENT OF PUBLIC WORKS (DPW)
250 CANCO ROAD
PORTLAND, MAINE 04101
CONTACT: BRAD ROLAND, P.E.
(207) 874–8834

WATER

PORTLAND WATER DISTRICT
225 DOUGLASS STREET
PO BOX 3553
PORTLAND, MAINE 04104
ATTN: MEANS DIVISION
(207) 774–5961

ELECTRIC

CENTRAL MAINE POWER COMPANY (CMP)
162 CANCO ROAD
PORTLAND, MAINE 04103
CONTACT: JAMIE COUGH
(207) 828–2882

TELEPHONE

CONSOLIDATED COMMUNICATIONS
(FORMERLY FAIRPOINT)
45 FOREST AVENUE
PORTLAND, MAINE 04101
CONTACT: PAT MORRISON
(207) 745–9363

CABLE

CHARTER COMMUNICATIONS
444 PERRY ROAD
BANGOR, MAINE, 04401
CONTACT: STEVEN HOLMES
(207) 631–1618

FIRST LIGHT FIBER
14 RESILIENT CIRCLE
BRUNSWICK, MAINE, 04011
CONTACT: JONATHAN ROVILLARD
(207) 631–1618

NATURAL GAS

UNITIL SERVICE CORP
1075 FOREST AVENUE
PORTLAND, ME 04103
CONTACT: SCOTT CARPENTER
(207) 541–2543

PROJECT TEAM

DEVELOPER (PHASE 1)

AVESTA HOUSING
307 CUMBERLAND AVE
PORTLAND, ME 04101
CONTACT: CATHERINE ELLIOT
(207) 553–7777

DEVELOPER (PHASE 2 & 3)

REVELER DEVELOPMENT
188 STATE STREET, 3RD FLOOR
PORTLAND, ME 04101
CONTACT: MIKE BARTON
(207) 939–5432

ARCHITECT

RYAN SENATORE ARCHITECTURE
PORTLAND, MAINE
CONTACT: RYAN SENATORE, R.A.
(207) 650–6414

SURVEYOR

OWEN HASKEL, INC.
FALMOUTH, MAINE
CONTACT: RANDY R. LOUBIER, P.L.S.
(207) 774–0424

CIVIL ENGINEER

ACORN ENGINEERING, INC.
PORTLAND, MAINE
CONTACT: SAM LEBEL, P.E.
(207) 775–2655

LANDSCAPE ARCHITECT (PHASE 1)

ACORN ENGINEERING, INC.
PORTLAND, MAINE
CONTACT: ALEX DEL VECCHIO
(207) 775–2655

LANDSCAPE ARCHITECT (PHASE 2 & 3)

DRY LANDSCAPE ARCHITECT
PORTLAND, ME
CONTACT: BRADEN DRYPOLCHER, RLA
(603) 496–8020

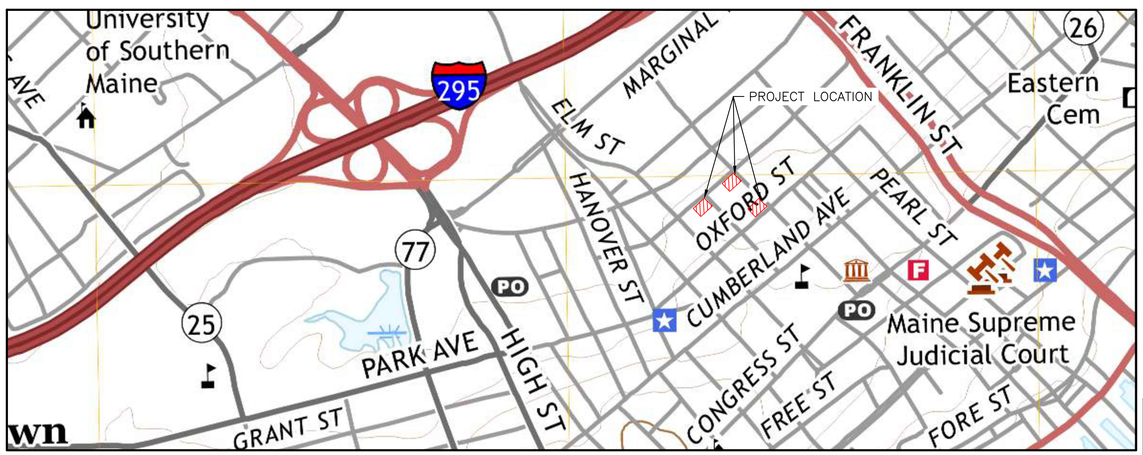
ABBREVIATIONS

PARTIAL LIST OF ABBREVIATIONS AND THEIR CORRESPONDING MEANING. PLEASE CONTACT THE ENGINEER FOR ANY CLARIFICATION

APPROX.	APPROXIMATE
BC	BOTTOM OF CURB
BMP	BEST MANAGEMENT PRACTICE
BOT.	BOTTOM
CAD	COMPUTER AIDED DESIGN
CB	CATCH BASIN
CF	CUBIC FOOT
CIP	CAST IN PLACE
CL	CENTERLINE
CM	CONSTRUCTION MANAGER
CMP	CENTRAL MAINE POWER
CONC.	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARD
DI	DUCTILE IRON PIPE
DIA.	DIAMETER
DIM.	DIMENSION
EA.	EACH
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EQUIV.	EQUIVALENT
EST.	ESTIMATE
EX.	EXISTING
FFE	FINISH FLOOR ELEVATION
FT.	FEET
HDPE	HIGH DENSITY POLY ETHYLENE
ID	INNER DIAMETER
IN.	INCH
INV.	INVERT
L	LENGTH
MAX.	MAXIMUM
MDEP	MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
MDOT	MAINE DEPARTMENT OF TRANSPORTATION
M.E.P	MECHANICAL, ELECTRICAL, PLUMBING DESIGNER
MFG.	MANUFACTURED
MH	MANHOLE
MIN.	MINIMUM
O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OHE/T/C	OVERHEAD ELECTRIC/TELEPHONE/CABLE
PC	PRECAST
PE	PROFESSIONAL ENGINEER
PL	PROPERTY LINE
PLS	PROFESSIONAL LAND SURVEYOR
PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PWD	PORTLAND WATER DISTRICT
R	RADIUS
RD	ROOF DRAIN
RET.	RETAINING
ROW	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SF	SQUARE FEET
SMH	SEWER MANHOLE
SPEC.	SPECIFICATION
TC	TOP OF CURB
TW	TOP OF WALL
TYP.	TYPICAL
UD	UNDERDRAIN
UGE	UNDERGROUND ELECTRIC
VIF	VERIFY IN FIELD

INDEX

C–01	COVER SHEET & LEGEND
C–02	GENERAL NOTES
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C–04	PHASE 2 CONSTRUCTION MANAGEMENT PLAN
C–05	PHASE 3 CONSTRUCTION MANAGEMENT PLAN
C–10	OVERALL SITE PLAN
C–11	PHASE 1 SITE PLAN
C–12	PHASE 2 SITE PLAN
C–13	PHASE 3 SITE PLAN
L–01	PHASE 1 – HARDSCAPE AND MATERIALS PLAN
L–02	PHASE 1 – PLANTING PLAN
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C–46	EROSION CONTROL DETAILS & NOTES



VICINITY MAP
SCALE: 1:500

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1–888–344–7233

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
JOINT MAJOR SITE PLAN APPLICATION	SJL 4/11/25
COMMENT RESPONSE	SJL 7/30/25
COMMENT RESPONSE 2	SJL 12/23/24
MAJOR SITE PLAN AMENDMENT	SJL 3/27/2026

DRAWING NAME: COVER SHEET & LEGEND
PROJECT NAME: PHASE 1 – PHASED OXFORD STREET REDEVELOPMENT
CLIENT: AVESTA HOUSING
307 CUMBERLAND AVE, PORTLAND, ME 04101

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY UNAUTHORIZED USE OF THIS PLAN SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
70 MILK STREET, PORTLAND, MAINE 04104
PO BOX 3422, PORTLAND, ME 04104
(207) 775–2655

FILE: 2_AE_DETAILS_AMENDMENT
JN: 1212.1
SCALE: AS NOTED
DESIGNED BY: SJL
DRAWN BY: DNM
CHECKED BY: SJL

STATE OF MAINE
Sam Lebel
SAMUEL J. LEBEL
No. 16505
PROFESSIONAL ENGINEER
LICENSED
3/27/26

DRAWING NO.
C-01

SPACE AND BULK STANDARDS

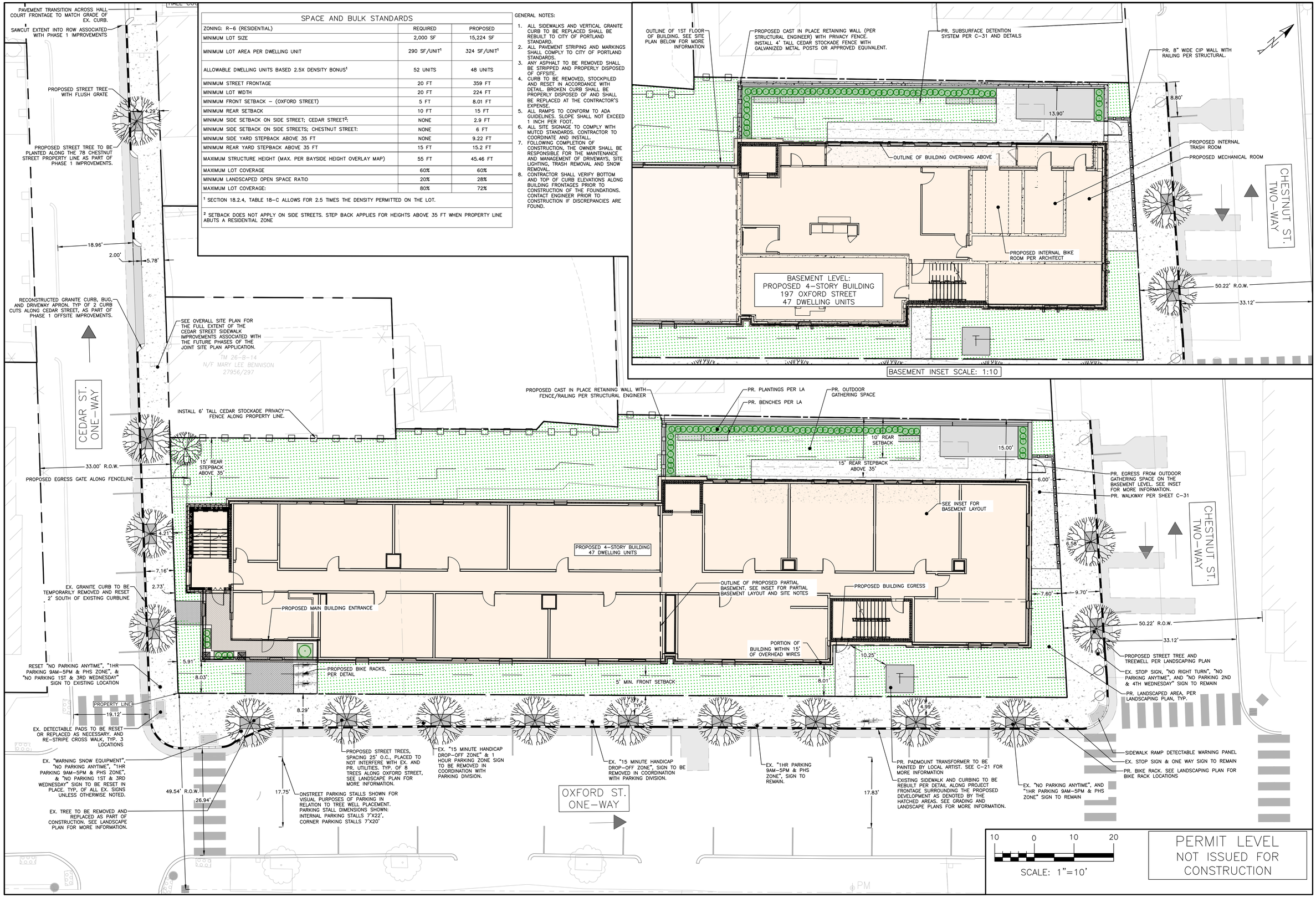
ZONING: R-6 (RESIDENTIAL)	REQUIRED	PROPOSED
MINIMUM LOT SIZE	2,000 SF	15,224 SF
MINIMUM LOT AREA PER DWELLING UNIT	290 SF/UNIT[1]	324 SF/UNIT[1]
ALLOWABLE DWELLING UNITS BASED 2.5X DENSITY BONUS[1]	52 UNITS	48 UNITS
MINIMUM STREET FRONTAGE	20 FT	359 FT
MINIMUM LOT WIDTH	20 FT	224 FT
MINIMUM FRONT SETBACK – (OXFORD STREET)	5 FT	8.01 FT
MINIMUM REAR SETBACK	10 FT	15 FT
MINIMUM SIDE SETBACK ON SIDE STREET; CEDAR STREET[2]:	NONE	2.9 FT
MINIMUM SIDE SETBACK ON SIDE STREETS; CHESTNUT STREET:	NONE	6 FT
MINIMUM SIDE YARD STEPBACK ABOVE 35 FT	NONE	9.22 FT
MINIMUM REAR YARD STEPBACK ABOVE 35 FT	15 FT	15.2 FT
MAXIMUM STRUCTURE HEIGHT (MAX. PER BAYSIDE HEIGHT OVERLAY MAP)	55 FT	45.46 FT
MAXIMUM LOT COVERAGE	60%	60%
MINIMUM LANDSCAPED OPEN SPACE RATIO	20%	28%
MAXIMUM LOT COVERAGE:	80%	72%

[1] SECTION 18.2.4, TABLE 18-C ALLOWS FOR 2.5 TIMES THE DENSITY PERMITTED ON THE LOT.

[2] SETBACK DOES NOT APPLY ON SIDE STREETS. STEP BACK APPLIES FOR HEIGHTS ABOVE 35 FT WHEN PROPERTY LINE ABUTS A RESIDENTIAL ZONE

GENERAL NOTES:

1. ALL SIDEWALKS AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.
8. CONTRACTOR SHALL VERIFY BOTTOM AND TOP OF CURB ELEVATIONS ALONG BUILDING FRONTAGES PRIOR TO CONSTRUCTION OF THE FOUNDATIONS. CONTACT ENGINEER PRIOR TO CONSTRUCTION IF DISCREPANCIES ARE FOUND.



BASEMENT INSET SCALE: 1:10

SCALE: 1"=10'

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
JOINT MAJOR SITE PLAN APPLICATION	SJL 4/11/24
COMMENT RESPONSE	SJL 9/30/24
COMMENT RESPONSE 2	SJL 12/23/24
MAJOR SITE PLAN AMENDMENT	SJL 4/6/2026

DRAWING NAME: PHASE 1 – SITE PLAN

PROJECT NAME: PHASE 1 – PHASED OXFORD STREET REDEVELOPMENT

CLIENT: AVESTA HOUSING
307 CUMBERLAND AVE, PORTLAND, ME 04101

ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC.
PO BOX 3373, PORTLAND MAINE 04104
(207) 775-2655

THIS PLAN, SHALL NOT BE ADDED TO, WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY ALTERATIONS, WITHOUT LIABILITY TO ACORN ENGINEERING, INC.
ADDED TO, OR USED BY OTHERS FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY ACORN ENGINEERING, INC. SHALL BE AT USER'S SOLE RISK AND

FILE: 1_AE_CIVIL_PH1-3-25-26

JN: 1212.1

SCALE: AS NOTED

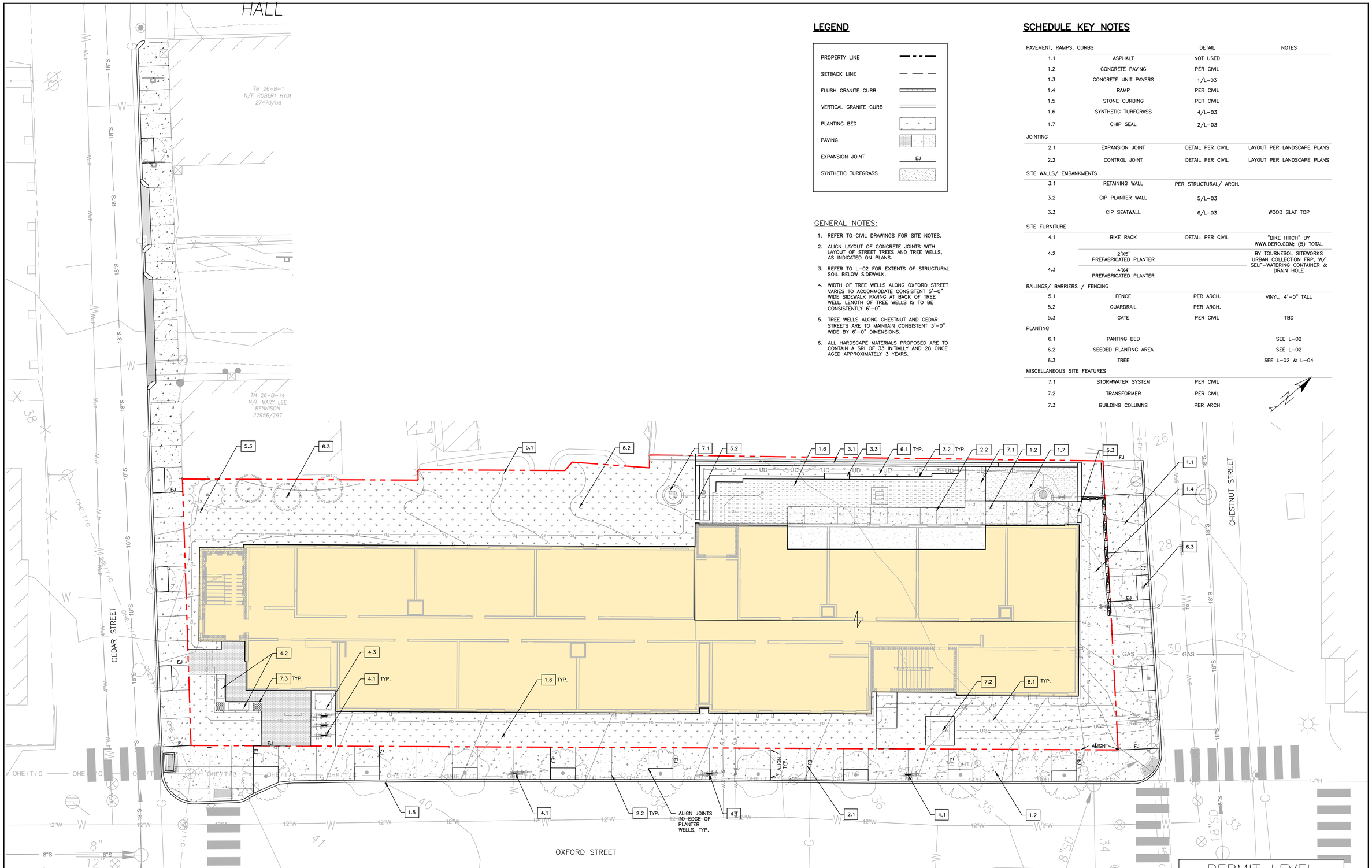
DESIGNED BY: SJL

DRAWN BY: DNM

CHECKED BY: SJL

SAMUEL J. LEBEL No. 16505 LICENSED PROFESSIONAL ENGINEER
3/27/26

DRAWING NO.
C-11



LEGEND

- PROPERTY LINE
- SETBACK LINE
- FLUSH GRANITE CURB
- VERTICAL GRANITE CURB
- PLANTING BED
- PAVING
- EXPANSION JOINT — EJ
- SYNTHETIC TURFGRASS

GENERAL NOTES:

1. REFER TO CIVIL DRAWINGS FOR SITE NOTES.
2. ALIGN LAYOUT OF CONCRETE JOINTS WITH LAYOUT OF STREET TREES AND TREE WELLS, AS INDICATED ON PLANS.
3. REFER TO L-02 FOR EXTENTS OF STRUCTURAL SOIL BELOW SIDEWALK.
4. WIDTH OF TREE WELLS ALONG OXFORD STREET VARIES TO ACCOMMODATE CONSISTENT 5'-0" WIDE SIDEWALK PAVING AT BACK OF TREE WELL. LENGTH OF TREE WELLS IS TO BE CONSISTENTLY 6'-0".
5. TREE WELLS ALONG CHESTNUT AND CEDAR STREETS ARE TO MAINTAIN CONSISTENT 3'-0" WIDE BY 6'-0" DIMENSIONS.
6. ALL HARDSCAPE MATERIALS PROPOSED ARE TO CONTAIN A SRI OF 33 INITIALLY AND 28 ONCE AGED APPROXIMATELY 3 YEARS.

SCHEDULE KEY NOTES

		DETAIL	NOTES
PAVEMENT, RAMPS, CURBS			
1.1	ASPHALT	NOT USED	
1.2	CONCRETE PAVING	PER CIVIL	
1.3	CONCRETE UNIT PAVERS	1/L-03	
1.4	RAMP	PER CIVIL	
1.5	STONE CURBING	PER CIVIL	
1.6	SYNTHETIC TURFGRASS	4/L-03	
1.7	CHIP SEAL	2/L-03	
JOINTING			
2.1	EXPANSION JOINT	DETAIL PER CIVIL	LAYOUT PER LANDSCAPE PLANS
2.2	CONTROL JOINT	DETAIL PER CIVIL	LAYOUT PER LANDSCAPE PLANS
SITE WALLS/ EMBANKMENTS			
3.1	RETAINING WALL	PER STRUCTURAL/ ARCH.	
3.2	CIP PLANTER WALL	5/L-03	
3.3	CIP SEATWALL	6/L-03	WOOD SLAT TOP
SITE FURNITURE			
4.1	BIKE RACK	DETAIL PER CIVIL	"BIKE HITCH" BY WWW.DERO.COM; (5) TOTAL
4.2	2'X5' PREFABRICATED PLANTER		BY TOURNESOL SITEWORKS URBAN COLLECTION FRP, W/ SELF-WATERING CONTAINER & DRAIN HOLE
4.3	4'X4' PREFABRICATED PLANTER		
RAILINGS/ BARRIERS / FENCING			
5.1	FENCE	PER ARCH.	VINYL, 4'-0" TALL
5.2	GUARDRAIL	PER ARCH.	
5.3	GATE	PER CIVIL	TBD
PLANTING			
6.1	PANTING BED		SEE L-02
6.2	SEEDED PLANTING AREA		SEE L-02
6.3	TREE		SEE L-02 & L-04
MISCELLANEOUS SITE FEATURES			
7.1	STORMWATER SYSTEM	PER CIVIL	
7.2	TRANSFORMER	PER CIVIL	
7.3	BUILDING COLUMNS	PER ARCH	

10 0 10 20

SCALE: 1"=10'

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

1 PHASE 1 – HARDSCAPE AND MATERIALS PLAN

ISSUED FOR	BY	DATE
JOINT MAJOR SITE PLAN APPLICATION	SJL	4/10/24
COMMENT RESPONSE	SJL	5/30/24
COMMENT RESPONSE 2	SJL	7/23/24
MAJOR SITE PLAN AMENDMENT	SJL	9/27/26

DRAWING NAME: PHASE 1 – HARDSCAPE AND MATERIALS PLAN
PROJECT NAME: PHASE 1 – PHASED OXFORD STREET REDEVELOPMENT
CLIENT: AVESTA HOUSING
307 CUMBERLAND AVE, PORTLAND, ME 04101

LANDSCAPE ARCHITECTURE

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ACORN ENGINEERING, INC.
PO BOX 3372 PORTLAND MAINE 04104
(207) 775-2605

A C O R N

FILE:	1212.1_AE_LA
JN:	1212.1
SCALE:	AS NOTED
DESIGNED BY:	ALDV
DRAWN BY:	ALDV
CHECKED BY:	SJL

LICENSED LANDSCAPE ARCHITECT
ALEXIS LOPEZ DELVECCHIO
LAR5303
3/27/2026
STATE OF MAINE

DRAWING NO.
L-01

PLANTING SCHEDULE

TREES

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SPACING	SIZE	QTY	NOTES
	AMELANCHIER LAEVIS	SERVICEBERRY	PER PLAN	2" CAL.	5	STANDARD TRUNK; NATIVE
	CERCIS CANADENSIS 'FOREST PANSY'	EASTERN REDBUD	PER PLAN	2" CAL.	4	NATIVE
	OSTRYA VIRGINIA	AMERICAN HOPHORNBEAM	PER PLAN	2.5" CAL.	6	NATIVE
	PICEA GLAUCA	WHITE SPRUCE	PER PLAN	5–6" HT.	1	NATIVE
	THUJA PLICATA	ARBORVITAE	PER PLAN	5–6" HT.	3	NATIVE

HERBACEOUS PERENNIALS/ SHRUBS

SYMBOL						
⊘	AJUGA REPTANS 'CHOCOLATE CHIP'	CHOCOLATE CHIP BUNGLEWEED	12" O.C.	1 GAL.	52	–
aR	ARONIA MELANOCARPA	BLACK CHOKEBERRY	42" O.C.	5 GAL.	4	NATIVE
Ca	CAREX PENSYLVANICA	PENNSYLVANIA SEDGE	18" O.C.	1 QUART OR 1 GAL.	15	NATIVE
cp	CEANOTHUS AMERICANUS	NEW JERSEY TEA	4' O.C.	5 GAL.	15	NATIVE
cot	COMPTONIA PEREGRINA	SWEET FERN	42" O.C.	5 GAL.	7	NATIVE
Dg	COTINUS COGGYGRIA	SMOKE TREE	5' O.C.	5 GAL.	11	–
dcg	DENNSTAEDTIA PUNCTILOBULA	HAY SCENTED FERN	18" O.C.	1 QUART OR 1 GAL.	48	NATIVE
FG	DESCHAMPSIA CESPITOSA 'GOLDTAU'	TUFTED HAIR GRASS	30" O.C.	1 QUART OR 1 GAL.	63	NATIVE
△	FOTHERGILLA GARDENII	DWARF FOTHERGILLA	36" O.C.	5 GAL.	30	–
Hy	PARTHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER	6' O.C.	1 QUART OR 1 GAL.	12	NATIVE
RAE	POLYGONATUM ODORATUM 'VARIEGATUM'	SOLOMON'S SEAL	18" O.C.	1 QUART OR 1 GAL.	44	NATIVE
Rpjm	RHODODENDRON 'ALBUM ELEGANS'	ELEGANT CATAWBA	4' O.C.	5 GAL.	2	–
RhusGL	RHODODENDRON 'P.J.M'	PJM RHODODENDRON	4.5' O.C.	5 GAL.	1	–
Rg	RHUS AROMATICA 'GRO–LOW'	GROW LOW SUMAC	4' O.C.	5 GAL.	14	NATIVE
RS	RUDBECKIA FULGIDA 'GOLDSTRUM'	BLACK EYED SUSAN	2" O.C.	1 GAL.	17	NATIVE
Yf	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	18" O.C.	1 GAL.	42	NATIVE
⊖	WALDSTEINIA TERNATA	BARREN STRAWBERRY	8" O.C.	4" POT	197	–

SEEDING

SYMBOL	SEED MIX	SPECIES	AREA	RATE
	MICRO CLOVER	TRIFOLIUM REPENS 'PIPOLINA'	375 SF	1 LB /1000 SF; 45 LBS/ACRE
	LOW–GROWING WILDFLOWER & GRASS MIX	SEE PRODUCT DETAILS	2,120 SF	1 LB /4,500 SF; 10 LBS/ACRE

PLANTING NOTES:

1. NO PLANTING IS TO BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
2. SUBSTITUTIONS TO THE PLANTING SCHEDULE ARE TO BE REVIEWED FOR APPROVAL BY THE LANDSCAPE ARCHITECT.
3. CONTRACTOR IS TO VERIFY UTILITIES ON PROPERTY AND TO PROTECT DURING EXCAVATION FOR PLANTS.
4. PLANT QUANTITIES LISTED IN THE PLANTING SCHEDULE ARE PROVIDED TO THE CONTRACTOR AS A CONVENIENCE; CONTRACTORS ARE TO VERIFY ALL PLANT QUANTITIES ON THE PLANS. IN THE EVENT OF A DISCREPANCY BETWEEN THE SCHEDULE AND THE DRAWING, THE DRAWING SHALL TAKE PRECEDENCE.
5. PLANTING MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMAN.
6. THE CONTRACTOR SHALL SUBMIT NURSERY PHOTOGRAPHS OF ALL SHRUBS AND HERBACEOUS MATERIAL TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ACCEPTANCE.
7. THE CONTRACTOR SHALL SUBMIT NURSERY PHOTOGRAPHS OF ALL TREES TO THE LANDSCAPE ARCHITECT FOR REVIEW. THE LANDSCAPE ARCHITECT IS SUBSEQUENTLY TO TAG ALL STREET TREES IN THE NURSERY PRIOR TO ACCEPTANCE.
8. ALL PLANT MATERIAL DELIVERED TO THE SITE, INCLUDING TREES, SHRUBS, AND HERBACEOUS PERENNIALS, SHALL BE LOCATED IN A TEMPORARY "NURSERY" IN A SHADED AREA PROTECTED FROM WIND AND WATERED REGULARLY, ACCORDING TO THE SEASON AND PLANTS' REQUIREMENTS.
9. ALL TREE LOCATIONS ARE TO BE STAKED IN THE FIELD FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. FINAL LOCATIONS FOR ALL TREES ARE TO BE DETERMINED IN THE FIELD BY THE LANDSCAPE ARCHITECT.
10. ALL SHRUBS AND HERBS ARE TO BE LAID OUT IN THE FIELD, ACCORDING TO THE LAYOUT PROVIDED IN THE PLANS, FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
14. TOPSOIL SHALL BE FREE FROM SUBSOIL, STONES LARGER THAN 1" OR ANY UNDESIRABLE MATERIAL, CONTAIN 5% ORGANIC MATTER AND HAVE A PH SUITABLE TO THE LOCAL GROWING CONDITIONS.
15. INSTALL ALL TREES, SHRUBS, AND HERBS PER PLANTING DETAILS.
16. ALL DISTURBED AREAS, INCLUDING THOSE NOT INDICATED ON THE PLANS, DUE TO CONSTRUCTION ACTIVITY OR THE STORAGE OF MATERIALS OR EQUIPMENT ARE TO BE REPAIRED. APPLY TOPSOIL AS NEEDED, TO MEET ADJACENT GRADES AND RE–SEED TO MATCH EXISTING OR PROPOSED LANDSCAPE. IF SITE CONDITIONS ARE UNCLEAR, CONTACT THE LANDSCAPE ARCHITECT TO VERIFY THE APPROPRIATE RE–SEEDING SPECIFICATION.
17. ALL PLANTING BEDS ARE TO RECEIVE 3" OF SHREDDED HARDWOOD MULCH.
18. CONTRACTOR IS TO MAINTAIN A ONE YEAR WARRANTY ON ALL PLANTINGS FOLLOWING INSTALLATION.
19. CONTRACTOR IS TO BE RESPONSIBLE FOR THE WATERING AND MAINTENANCE OF ALL PLANT MATERIAL AND LANDSCAPING IMPROVEMENTS UNTIL THE START OF THE WARRANTY PERIOD.
20. THE PROPERTY OWNER IS RESPONSIBLE FOR THE CONTINUED CARE AND MAINTENANCE OF THE LANDSCAPED AREA. PLANTINGS THAT SHOW SIGNS OF CONSTRUCTION DAMAGE WITHIN A ONE YEAR PERIOD FOLLOWING CONSTRUCTION SHALL BE REPLACED PRIOR TO ANY DEFECT GUARANTEE AT NO ADDITIONAL COST TO THE OWNER.

LANDSCAPING REQUIREMENTS

STREET TREES

EXISTING TREES TO BE REMOVED	DBH	REQUIRED REPLACEMENT TREES	
1	6" DBH	1	
LINEAR FRONTAGE	REQUIRED NUMBER OF STREET TREES	PROPOSED STREET TREES	REQUIREMENT MET?
359'	11	14	YES

ON–SITE LANDSCAPING

TOTAL LOT AREA	REQUIRED PLANTINGS* **	PROPOSED PLANTINGS
15,223 SF	19	318

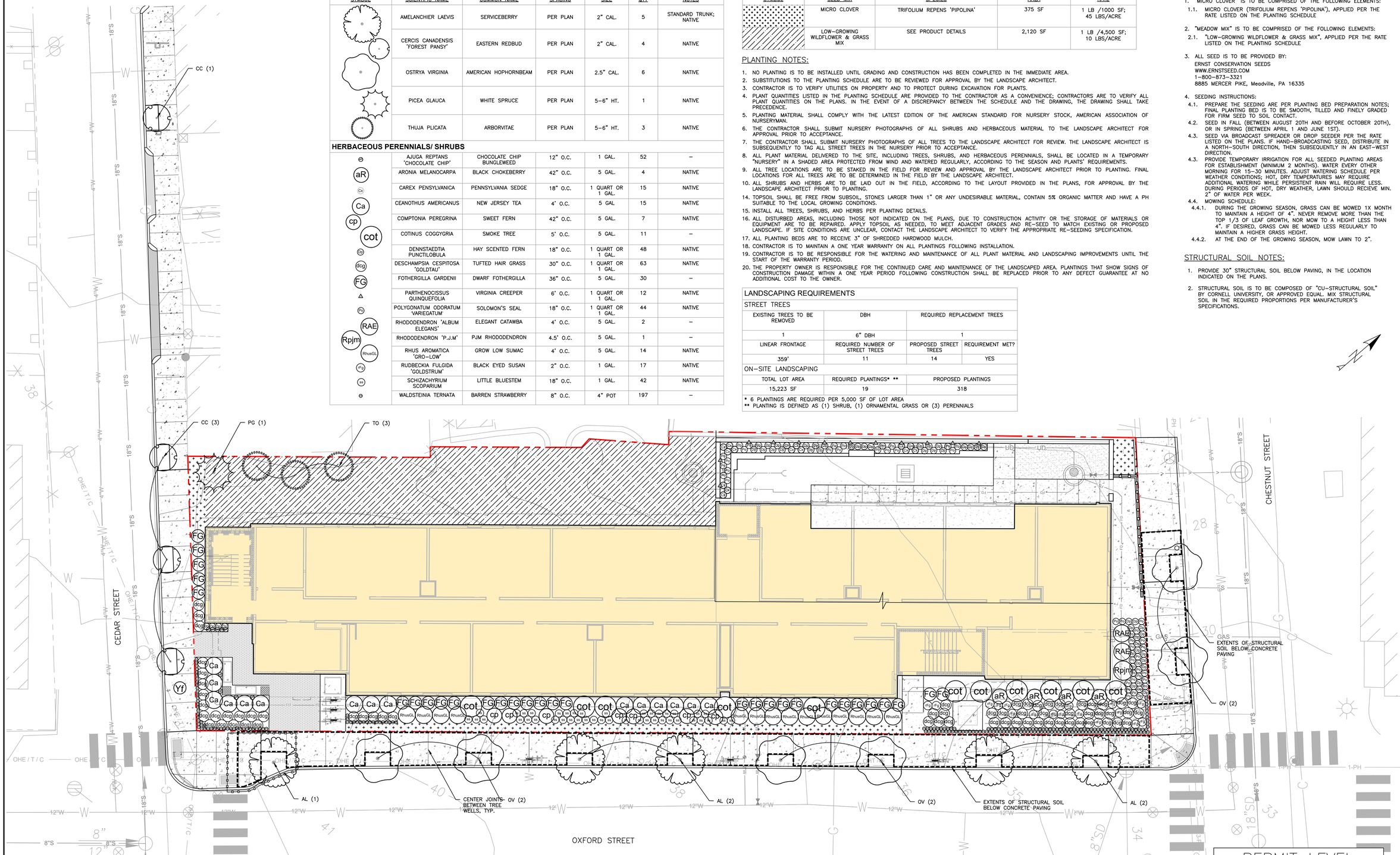
* 6 PLANTINGS ARE REQUIRED PER 5,000 SF OF LOT AREA
** PLANTING IS DEFINED AS (1) SHRUB, (1) ORNAMENTAL GRASS OR (3) PERENNIALS

SEEDING NOTES:

1. "MICRO CLOVER" IS TO BE COMPRISED OF THE FOLLOWING ELEMENTS:
   1.1. MICRO CLOVER (TRIFOLIUM REPENS 'PIPOLINA'), APPLIED PER THE RATE LISTED ON THE PLANTING SCHEDULE
2. "MEADOW MIX" IS TO BE COMPRISED OF THE FOLLOWING ELEMENTS:
   2.1. "LOW–GROWING WILDFLOWER & GRASS MIX", APPLIED PER THE RATE LISTED ON THE PLANTING SCHEDULE
3. ALL SEED IS TO BE PROVIDED BY:
   ERNST CONSERVATION SEEDS
   WWW.ERNSTSEED.COM
   1–800–873–3321
   8885 MERCER PIKE, Meadville, PA 16335
4. SEEDING INSTRUCTIONS:
   4.1. PREPARE THE SEEDING ARE PER PLANTING BED PREPARATION NOTES; FINAL PLANTING BED IS TO BE SMOOTH, TILLED AND FINELY GRADED FOR FIRM SEED TO SOIL CONTACT.
   4.2. SEED IN FALL (BETWEEN AUGUST 20TH AND BEFORE OCTOBER 20TH), OR IN SPRING (BETWEEN APRIL 1 AND JUNE 1ST).
   4.3. SEED VIA BROADCAST SPREADER OR DROP SEEDER PER THE RATE LISTED ON THE PLANS. IF HAND–BROADCASTING SEED, DISTRIBUTE IN A NORTH–SOUTH DIRECTION, THEN SUBSEQUENTLY IN AN EAST–WEST DIRECTION.
   4.3. PROVIDE TEMPORARY IRRIGATION FOR ALL SEEDED PLANTING AREAS FOR ESTABLISHMENT (MINIMUM 2 MONTHS). WATER EVERY OTHER MORNING FOR 15–30 MINUTES. ADJUST WATERING SCHEDULE PER WEATHER CONDITIONS; HOT, DRY TEMPERATURES MAY REQUIRE ADDITIONAL WATERING WHILE PERSISTENT RAIN WILL REQUIRE LESS. DURING PERIODS OF HOT, DRY WEATHER, LAWN SHOULD RECIEVE MIN. 2" OF WATER PER WEEK.
   4.4. MOWING SCHEDULE:
      4.4.1. DURING THE GROWING SEASON, GRASS CAN BE MOWED 1X MONTH TO MAINTAIN A HEIGHT OF 4". NEVER REMOVE MORE THAN THE TOP 1/3 OF LEAF GROWTH, NOR MOW TO A HEIGHT LESS THAN 4". IF DESIRED, GRASS CAN BE MOWED LESS REGULARLY TO MAINTAIN A HIGHER GRASS HEIGHT.
      4.4.2. AT THE END OF THE GROWING SEASON, MOW LAWN TO 2".

STRUCTURAL SOIL NOTES:

1. PROVIDE 30" STRUCTURAL SOIL BELOW PAVING, IN THE LOCATION INDICATED ON THE PLANS.
2. STRUCTURAL SOIL IS TO BE COMPOSED OF "CU–STRUCTURAL SOIL" BY CORNELL UNIVERSITY, OR APPROVED EQUAL. MIX STRUCTURAL SOIL IN THE REQUIRED PROPORTIONS PER MANUFACTURER'S SPECIFICATIONS.



1 PHASE 1 – PLANTING PLAN

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
JOINT MAJOR SITE PLAN APPLICATION	SJL 9/10/24
COMMENT RESPONSE	SJL 9/30/24
COMMENT RESPONSE 2	SJL 2/23/25
MAJOR SITE PLAN AMENDMENT	SJL 5/27/25

DRAWING NAME: PHASE 1 – PLANTING PLAN
PROJECT NAME: PHASE 1 – PHASED OXFORD STREET REDEVELOPMENT
CLIENT: AVESTA HOUSING
307 CUMBERLAND AVE, PORTLAND, ME 04101

LANDSCAPE ARCHITECTURE

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ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04104
(207) 775–2635

A C O R N

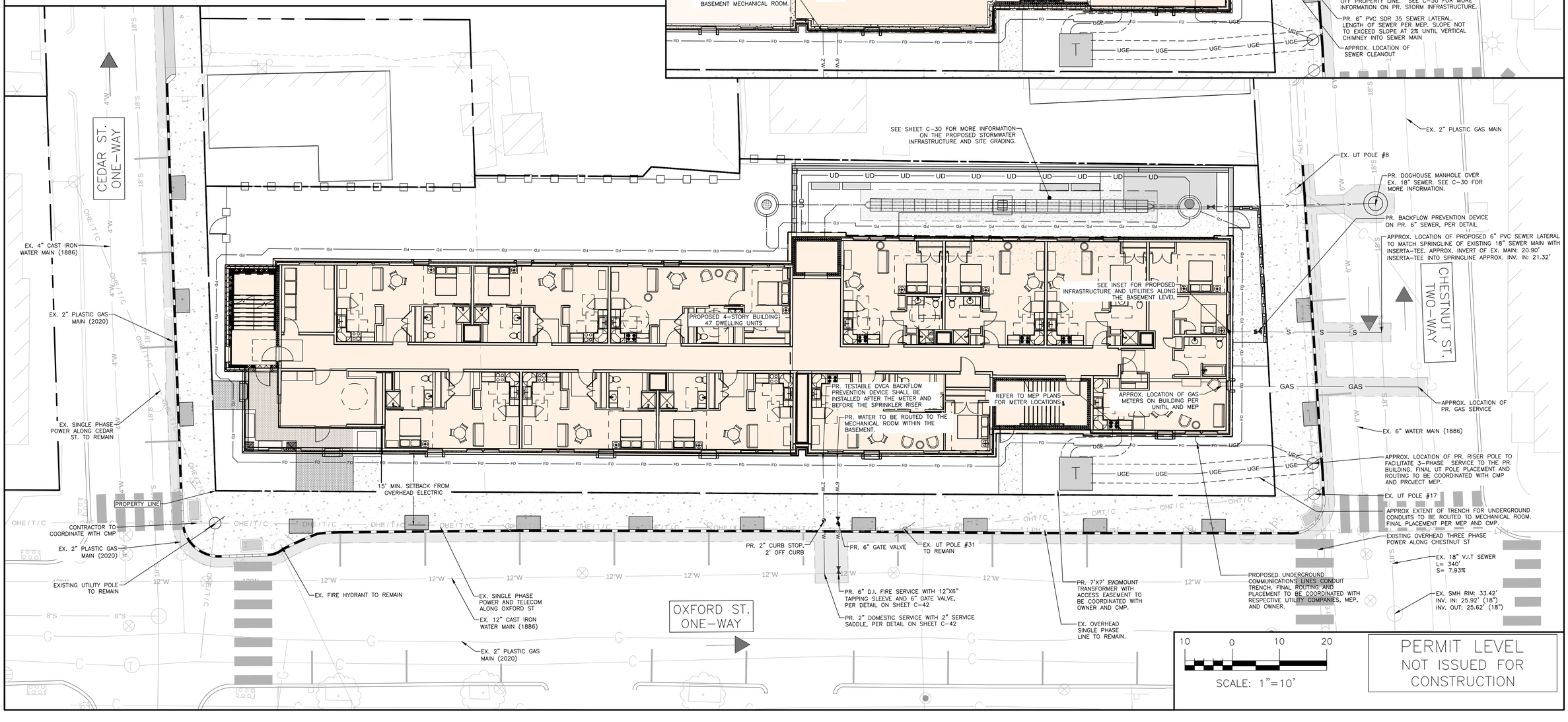
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SCALE:	AS NOTED
DESIGNED BY:	ALDV
DRAWN BY:	ALDV
CHECKED BY:	SJL

LICENSED LANDSCAPE ARCHITECT
ALEXIS LOPEZ DELVECCHIO
LAR5303
12/23/2024
STATE OF MAINE

DRAWING NO.
L-02

GENERAL NOTES:

1. LOCATION OF PROPOSED CONNECTIONS ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
2. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY INFORMATION, PRIOR TO ANY CHANGES.
3. FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS END AT EXTERIOR WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
4. CONTRACTOR TO COORDINATE WITH ARCHITECT ON FINAL UTILITY CONNECTIONS WITHIN THE BUILDING.
5. SEWER UTILITIES: CONTRACTOR TO COORDINATE WITH ARCHITECT FOR FINAL SERVICE CONNECTION. SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. VALVE FOR BACKFLOW PREVENTION SHALL BE INSTALLED WITHIN THE THE PROPERTY LINES FOR EACH CITY SEWER CONNECTION. CONTACT ENGINEER IF INVERT FIELD CONDITIONS VARY FROM DESIGN.
6. WATER UTILITIES: FINAL PIPE SIZING PROVIDED BY M.E.P. ENGINEER AND FIRE PROTECTION DESIGNER. INTERNAL METERING, BACKFLOW PREVENTION, AND PRESSURE REDUCERS TO BE COMPLETED BY M.E.P. ENGINEER. DOMESTIC WATER PIPE SIZES WILL DETERMINE THE FINAL WATER METERING OPTIONS. METER MAY BE SMALLER THAN PROPOSED WATER MAIN. WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARDS. CONTRACTOR TO FOLLOW METERING GUIDELINES OF THE PORTLAND WATER DISTRICT AND CITY OF PORTLAND.
7. GAS UTILITIES: PROJECT GAS LOAD, GAS UTILITY DESIGN, AND FINAL GAS SERVICE LOCATION AND METERS TO BE DEFINED BY M.E.P. AND IN ACCORDANCE WITH UNITIL.
8. ELECTRIC UTILITIES: ELECTRIC DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. ELECTRICAL LOAD TO BE DETERMINED BY M.E.P. ENGINEER. METER LOCATION AND TRANSFORMER SIZE, IF NECESSARY DEFINED BY M.E.P. M.E.P. TO FINALIZE SERVICE CONNECTION TO BUILDING. ALL ELECTRIC CONSTRUCTION SHALL CONFORM TO CMP GUIDEBOOK OF STANDARD REQUIREMENTS, MOST RECENT EDITION. DESIGN SUBJECT TO FINAL APPROVAL FROM CMP.
9. CABLE AND TELEPHONE PULLBOXES AND PEDESTAL LOCATIONS TO BE DETERMINED BY CHARTER COMMUNICATIONS AND FAIRPOINT PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE INSTALLATION OF UNDERGROUND UTILITIES WITH ALL UTILITY COMPANIES INVOLVED.



PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
JOINT MAJOR SITE PLAN APPLICATION	SJL 4/11/24
COMMENT RESPONSE	SJL 9/30/24
COMMENT RESPONSE 2	SJL 12/23/24
MAJOR SITE PLAN AMENDMENT	SJL 4/8/2026

DRAWING NAME: PHASE 1 – UTILITY PLAN

PROJECT NAME: PHASE 1 – PHASED OXFORD STREET REDEVELOPMENT

CLIENT: AVESTA HOUSING
307 CUMBERLAND AVE, PORTLAND, ME 04101

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FILE: 1_AE_CIVIL_PH1-3-25-26

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SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	DNM
CHECKED BY:	SJL

STATE OF MAINE
SAMUEL J. LEBEL
No. 16505
REGISTERED PROFESSIONAL ENGINEER
5/27/26

DRAWING NO.
C-21

GENERAL NOTES:

1. ALL WORK WITHIN THE CITY STREET RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
2. DESIGN OF TEMPORARY SOIL RESTRAINT MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF NECESSARY FOR CONSTRUCTION.
3. CONTRACTOR SHALL ENSURE THAT UNDERDRAINS ARE CONSTRUCTED WITH POSITIVE OUTLET TO PROPOSED CONNECTIONS.
4. CATCH BASIN INLET PROTECTION TO BE INSTALLED WITHIN ANY STRUCTURES DOWNGRADIENT OF ACTIVE CONSTRUCTION.
5. SEDIMENTATION BARRIERS ARE TO BE INSTALLED DOWNGRADIENT OF ALL ACTIVE CONSTRUCTION WORK PER DETAIL. BARRIERS TO NOT EXTEND PAST PROPERTY LINES; BARRIERS SHOWN OFFSET FROM PROPERTY LINES ON PLANS FOR VISUAL PURPOSES ONLY.
6. CONTRACTOR SHALL VERIFY BOTTOM AND TOP OF CURB ELEVATIONS ALONG BUILDING FRONTAGES PRIOR TO CONSTRUCTION OF THE FOUNDATIONS. CONTACT ENGINEER PRIOR TO CONSTRUCTION IF DISCREPANCIES ARE FOUND.
7. BW/TW CALLOUTS REFER TO BOTTOM AND TOP OF WALL FINISHED GRADES ON EITHER SIDE OF THE WALL. ACTUAL TOP OF WALL STRUCTURE ELEVATIONS SHALL BE PROVIDED BY THE STRUCTURAL ENGINEER.

BUILDING HEIGHT CALCULATION:

AVERAGE GRADE: 36.54'

*AVERAGE GRADE OF 26 SPOT GRADES ALONG BUILDING AT 20-FT INTERVALS

ROOF HEIGHT: 82'

BUILDING HEIGHT: 82' - 36.54' = 45.46'

HALL CO

CEDAR ST. ONE-WAY

OXFORD ST. ONE-WAY

CHESTNUT ST. TWO-WAY

TM 26-B-14
N/F MARY LEE BENNISON
27956/297

BASEMENT LEVEL:
PROPOSED 4-STORY BUILDING
197 OXFORD STREET
BASEMENT FFE: 30.50'

PROPOSED 4-STORY BUILDING
47 DWELLING UNITS

PR. BASEMENT FFE: 30.50'

PR. STORMFILTER VAULT TO COLLECT AND TREAT 25% OF THE ROOF RUNOFF. STORMFILTER TO HAVE AN OPEN GRATE TO COLLECT RUNOFF FROM THE BACK PATIO AREA. RIM APPROX.: 36.10'
6" INV. IN: 33.85' (FIELD INLET)
6" APPROX. INV. IN: 33.85' (ROOF LEADER)
8" INV. OUT: 29.60'

6"X8"X10" WYE TO RELAY 6" ROOF LEADER WITH UNTREATED ROOF RUNOFF AND TREATED STORMWATER FROM STORMFILTER VAULT TO BE DETAINED IN RTANK SUBSURFACE SYSTEM.
RIM: 36.00'
8" APPROX. INV. IN: 26.98' (STORM FILTER-TREATED)
6" INV. IN: 27.00' (ROOF LEADER-UNTREATED)
10" INV. OUT: 26.00' (10" TO R-TANKS)

HALF INCH THRESHOLD BETWEEN BLDG FFE AND LANDING. PR. BLDG FFE: 30.00'
SPOT AT LANDING OUTSIDE OF VESTIBULE DOOR: 29.96'. TYP. AT ALL DOORS

HALF INCH THRESHOLD BETWEEN BUILDING BASEMENT FFE: 30.50' AND LANDING. PR. SPOT GRADE AT LANDING: 30.46'. TYP. OF 4 EGRESS LOCATIONS ALONG THE BASEMENT LEVEL.

HALF INCH THRESHOLD BETWEEN BLDG FFE AND BRICK LANDING. PR. SPOT AT LANDING OUTSIDE OF ENTRY DOOR: 41.96'

HALF INCH THRESHOLD BETWEEN BLDG FFE AND LANDING. PR. BLDG FFE: 37.00'
SPOT AT LANDING OUTSIDE OF ENTRY DOOR: 36.96'

ROOF OUTLINE ABOVE, TYP.

PR. F-BASIN RIM: 30.20'
(2) INV. OUT: 26.00'

PR. R-TANK SUBSURFACE STORMWATER DETENTION SYSTEM, PER DETAIL

PR. 4" UNDERDRAIN WITHIN SYSTEM, TYP. OF 2 UNDER EACH ROW OF TANKS.

PR. DMH RIM: 30.30'
10" INV. IN: 25.63' (10" HEADER PIPE FROM R-TANK OVERFLOWS)
4" INV. IN: 22.61' (UNDERDRAIN FROM R-TANK WITH CAP AND 1" ECCENTRIC ORIFICE DRILLED ON CAP INSIDE OF CB)
(2) 4" INV. IN: 24.00' (FOUNDATION DRAINS)
(1) 4" INV. IN: 24.00' (RETAINING WALL UNDERDRAIN)
12" INV. OUT: 22.31'

PR. (4)-4" OVERFLOW PIPES FROM SYSTEM INTO 10" HEADER PIPE

PR. CIP WALL WITH MIN. 18" REVEAL ABOVE PAVEMENT WHEN IN VEHICULAR TRAVEL WAY, PER STRUCTURAL ENGINEER

PR. R-TANK SUBSURFACE STORMWATER DETENTION SYSTEM, PER DETAIL ON SHEET C-45

PR. STORMFILTER VAULT TO COLLECT AND TREAT 25% OF THE ROOF RUNOFF. STORMFILTER VAULT PER DETAIL ON SHEET C-45. SEE INSET FOR MORE INFORMATION.

SEE INSET FOR PR. GRADES IN THE OUTDOOR GATHERING AREA.

PR. ROOF LEADER FOR 75% OF ROOF RUNOFF TO BE ROUTED TO SUBSURFACE DETENTION SYSTEM. REMAINING 25% TO BE ROUTED TO THE PR. STORMFILTER.

PR. BACKFLOW PREVENTER, TYP. OF 2, TO BE PLACED ON STORM DRAIN AND SEWER 1' OFF PROPERTY LINE. SEE C-21 FOR MORE INFORMATION ON SEWER.

POTENTIAL LOCATION OF DOGHOUSE MANHOLE ON EX. 18" SEWER MAIN.
RIM: 27.15'
INV. IN: 21.72' (12" STORMDRAIN FROM OCS)
INV. IN: 19.06' (EX. 18" SEWER)
INV. OUT: 18.66' (EX. 18" SEWER)

PROPOSED DOGHOUSE MANHOLE TO FACILITATE STORM DRAIN CONNECTION. SEE INSET FOR INVERTS

PR. 12" SD STORM DRAIN
L=40'
S=0.015

PR. 8" WIDE CIP WALL WITH RAILING/FALL PROTECTION PER STRUCTURAL.

PR. WALKWAY. SEE INSET FOR MORE INFORMATION.

PR. 7" VERTICAL GRANITE CURB
PR. BC: 29.70'
PR. TC: 30.28'

BEGIN 7" TIPDOWN CURB
BC: 31.42'
TC: 32.00'

TOP OF TRANSFORMER PAD WITH MIN. 6" REVEAL ABOVE FINAL GRADE, PER DETAIL

EX. CATCH BASIN HEADSTONE TO BE REMOVED AND REPLACED WITH CASCADE GRATE (3 FLANGE NEENAH 3589 LL4.) EX. CB RIM: 33.34'
TC: 33.92'

BEGIN 10" TIPDOWN CURB

TIPDOWN FROM 7" CURB REVEAL TO 3" CURB REVEAL AT BUG. TYP. AT DRIVEWAYS ALONG EAST SIDE OF CEDAR STREET. FINAL GRADING AND DESIGN OF OFF-SITE IMPROVEMENTS IN COORDINATION WITH DPW.

BEGIN 10" TRANSITION FROM 7" CURB REVEAL TO MATCH INTO EXISTING 3" CURB AT END OF PROPERTY FRONTAGE.

END OF CURB TRANSITION, PR. CURB REVEAL TO MATCH INTO EXISTING CURB LINE AT END OF FRONTAGE

BEGIN 7" TIPDOWN: 41.55'

PROPERTY LINE

FLUSH CURB, TYP.

PR. FOUNDATION DRAIN HIGH POINT AND CLEANOUT, TYP. OF 2

EX.: 25.69'
EX. EP: 26.51'
EX. EP: 26.56'
PR. 25.25'
EX. BC: 26.24'
EX. TC: 26.67'
PR. BC: 27.05'
PR. TC: 27.63'
PR. BC: 27.28'
PR. TC: 27.86'
PR. BW: 27.70'
PR. TW: 30.27'
PR. BW: 28.90'
PR. TW: 30.10'
PR. BC: 29.26'
PR. TC: 29.84'
PR. BC: 29.66'
PR. TC: 30.24'
EX. BC: 30.92'
PR. TC: 31.50'
PR. BC: 26.66'
PR. TC: 27.24'
PR. TW: 30.40'
BW: 27.45'

PR. TW-SE: 40.00'
PR. BW-SE: 36.00'
PR. TW-NW: 35.90'
PR. BW-NW: 31.63'
EX. BW: 31.66'
EX. TW: 35.70'
PR. TW: 36.50'
BW-S: 36.25'
BW-N: 30.00'
PR. TW: 35.80'
PR. TW: 36.50'
BW (NW): 30.00'
BW (SE): 29.65'
BW (NW): 30.05'
BW (SE): 36.25'
BW (NW): 28.50'
BW (SE): 29.30'
PR. 30.36'
PR. 30.30'
PR. 30.46'
PR. 30.32'
PR. 30.15'
PR. 30.26'
PR. 30.05'
PR. 36.85'
PR. 30.25'
PR. 30.30'
PR. 37.00'
PR.: 36.62'
PR.: 36.55'
PR. 35.75'
PR. 35.40'
PR. 32.20'
PR. 33.15'
PR. 32.93'
PR. 34.06'
PR. 34.32'
PR. 36.12'
EX. 37.90'
EX. BC: 37.65'
EX. TC: 37.90'
PR. 38.38'
BC: 39.55'
TC: 40.13'
(7" CURB)
EX. BC: 38.75'
EX. TC: 39.03'
PR. TC: 39.33'
(7" CURB)
PR. (1) 7" RISER
TO: 41.35'
PR. 41.96'
PR. 41.93'
PR. 41.93'
PR. 40.64'
PR. 40.90'
EX. BC: 40.18'
PR. TC: 40.76'
(7" CURB)
EX. BC: 40.50'
PR. TC: 41.08'
(7" CURB)
PR. 41.15'
PR. 41.40'
PR. 41.90'
PR. 41.80'
PR. 41.80'
PR. 41.22'
PR. 41.35'
PR. 41.06'
PR. 41.85'
PR. 41.75'
PR. 41.62'
EX. BC: 41.16'
PR. TC: 41.75'
PR.: 41.62'
EX. BC: 41.66'
PR. TC: 42.24'
PR.: 41.70'
PR.: 41.46'
EX. BC: 40.77'
PR. TC: 41.35'
(7" REVEAL)
EX. BC: 41.05'
PR. TC: 41.63'
EX. BC: 40.30'
PR. TC: 40.88'
(7" REVEAL)
EX. BC: 38.93'
PR. TC: 39.51'
(7" REVEAL)
EX. BC: 38.42'
PR. TC: 39.00'
(7" REVEAL)
EX. BC: 37.46'
PR. TC: 38.04'
(7" REVEAL)
EX. BC: 36.83'
PR. TC: 37.41'
(7" REVEAL)
EX. BC: 36.61'
PR. TC: 37.19'
(7" REVEAL)
EX. BC: 35.70'
PR. TC: 36.28'
(7" REVEAL)
EX. BC: 34.91'
PR. TC: 35.49'
(7" REVEAL)
EX. 18" V.I.T SEWER
L= 340'
S= 7.93%
EX. SMH RIM: 33.42'
INV. IN: 25.92' (18")
INV. OUT: 25.62' (18")

SCALE: 1"=10'

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
JOINT MAJOR SITE PLAN APPLICATION	SJL 4/11/24
COMMENT RESPONSE	SJL 9/30/24
COMMENT RESPONSE 2	SJL 12/23/24
MAJOR SITE PLAN AMENDMENT	SJL 4/8/2026

DRAWING NAME: PHASE 1 - GRADING & DRAINAGE PLAN

PROJECT NAME: PHASE 1 - PHASED OXFORD STREET REDEVELOPMENT

CLIENT: AVESTA HOUSING
307 CUMBERLAND AVE, PORTLAND, ME 04101

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FILE: 1_AE_CIVIL_PH1-3-25-26

JN:	1212.1
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	DNM
CHECKED BY:	SJL

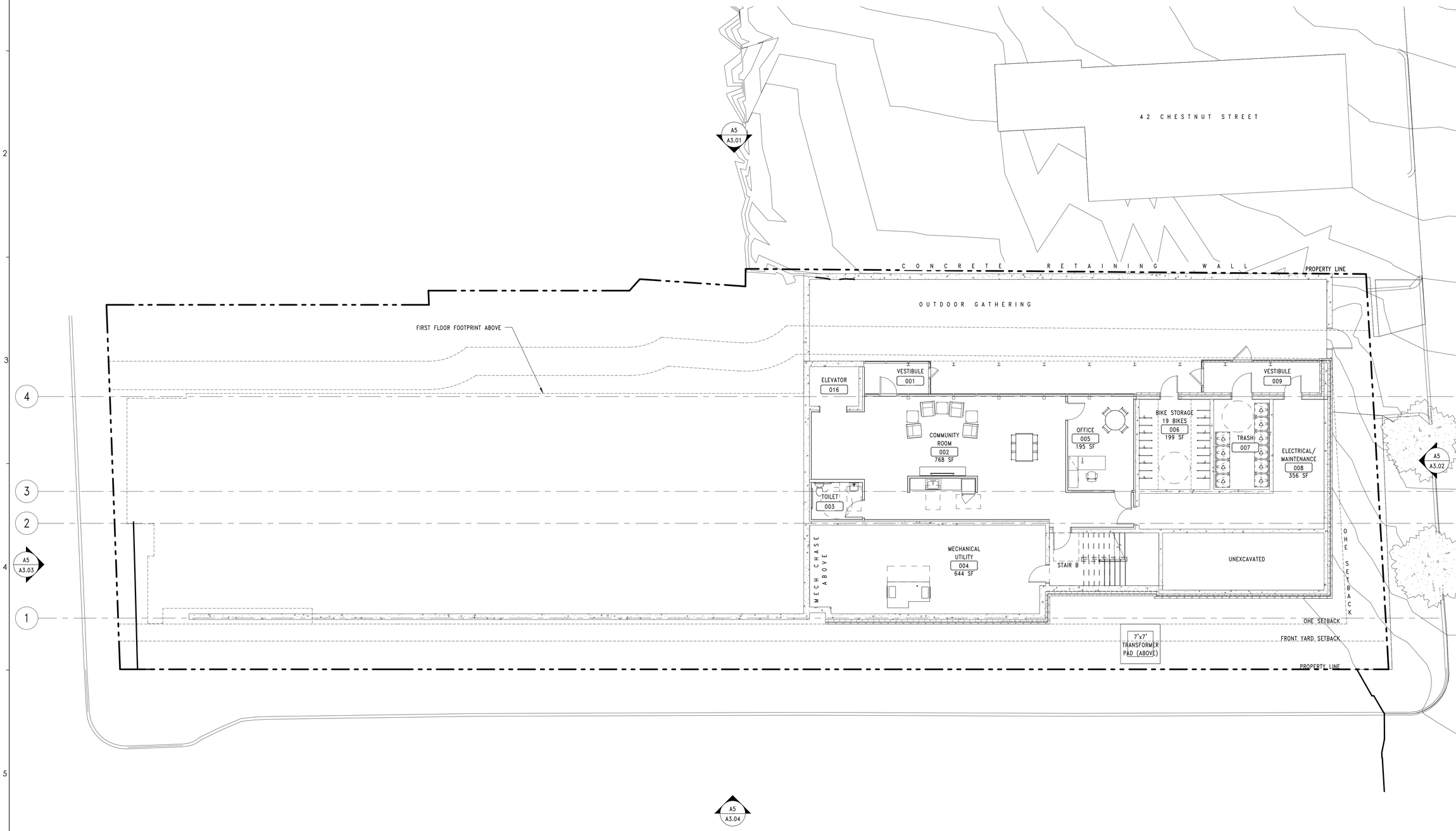
STATE OF MAINE
SAMUEL J. LEBEL
No. 16505
REGISTERED PROFESSIONAL ENGINEER
3/27/26

DRAWING NO.
C-31

BASEMENT COMMUNITY GATHERING

SQ FT CALCULATIONS

CONDITIONED GROSS TOTAL 2,856 SQ FT



A5 00 BASEMENT LEVEL COMMON AREAS

REFERENCED FROM: A3.01 SCALE: 1/8" = 1'-0"

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BASEMENT LEVEL
CWS PROJECT NUMBER: 23039

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DRAWING NUMBER
A1.00

SCALE: 1/8" = 1'-0"
DATE: 2026 | 03 | 13

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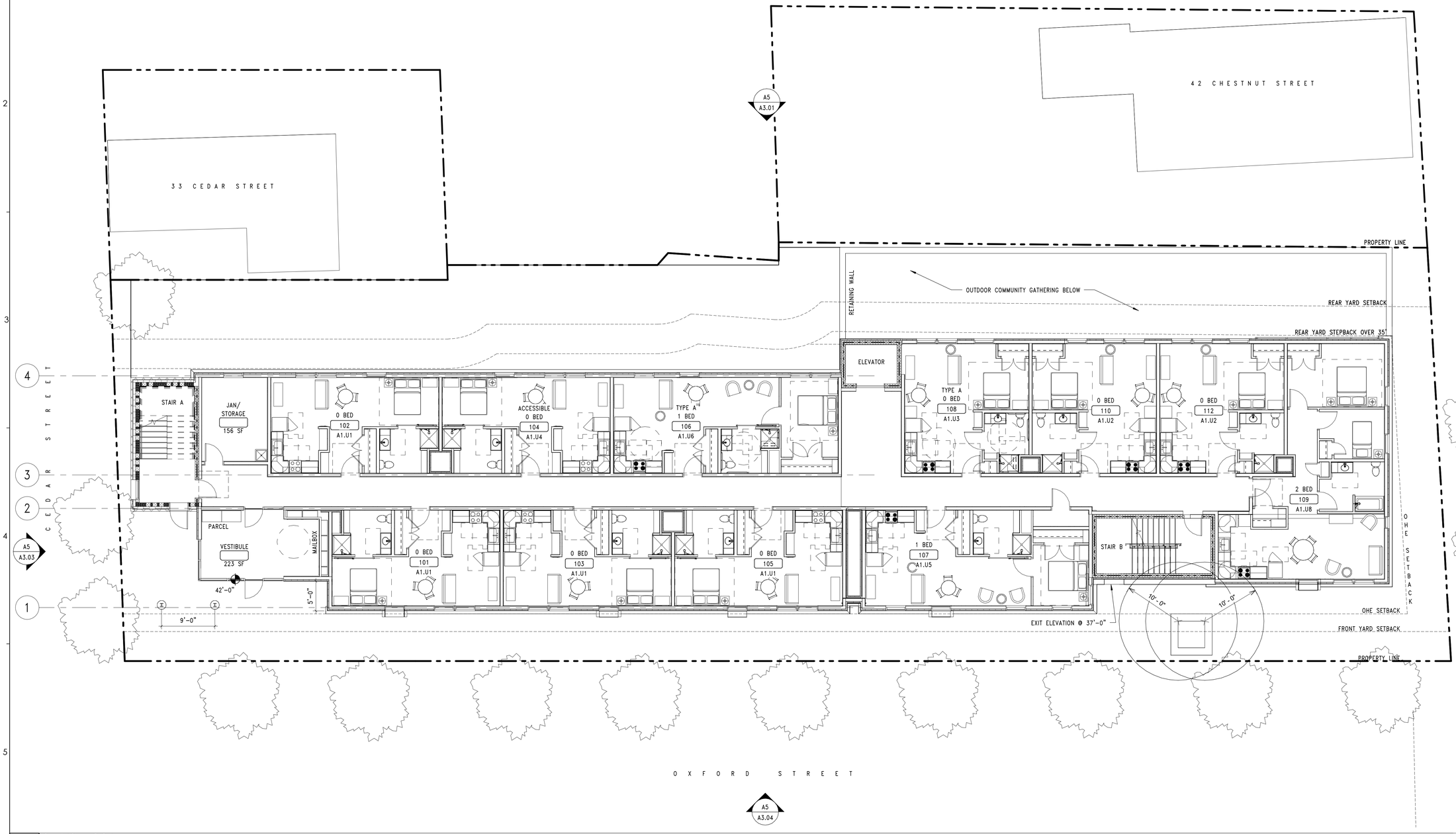
AMENDED PLANNING BOARD SUBMISSION

FIRST FLOOR SQ FT CALCULATIONS

FIRST FLOOR GROSS TOTAL	8,820 SQ FT

FIRST FLOOR UNIT COUNTS

0 BEDROOM	8 UNITS
1 BEDROOM	2 UNITS
2 BEDROOM	1 UNITS
FIRST FLOOR TOTAL UNIT COUNT	11 UNITS TOTAL



A5 **01 FIRST FLOOR**

SCALE: 1/8" = 1'-0"

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FIRST FLOOR PLAN

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A1.10

SCALE: 1/8" = 1'-0"

DATE: 2026 | 03 | 13

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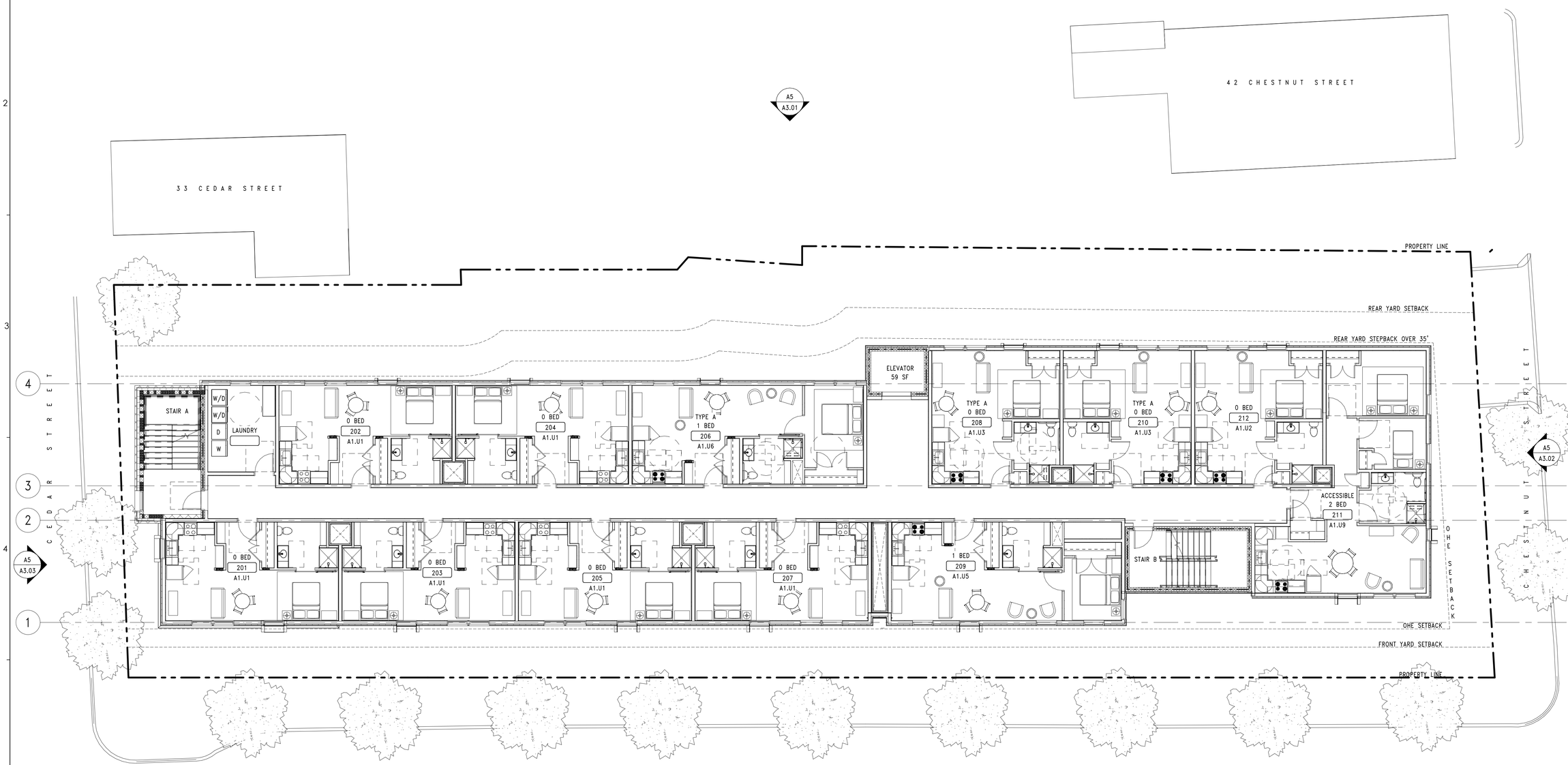
AMENDED PLANNING BOARD SUBMISSION

SECOND FLOOR SQ FT CALCULATIONS

SECOND FLOOR GROSS TOTAL	8,508 SQ FT

SECOND FLOOR UNIT COUNTS

0 BEDROOM	9 UNITS
1 BEDROOM	2 UNITS
2 BEDROOM	1 UNITS
SECOND FLOOR TOTAL UNIT COUNT	12 UNITS TOTAL



A5 02 SECOND FLOOR

REFERENCED FROM: A3.01 SCALE: 1/8" = 1'-0"

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SECOND FLOOR PLAN

CWS PROJECT NUMBER: 23039

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A1.20

SCALE: 1/8" = 1'-0"

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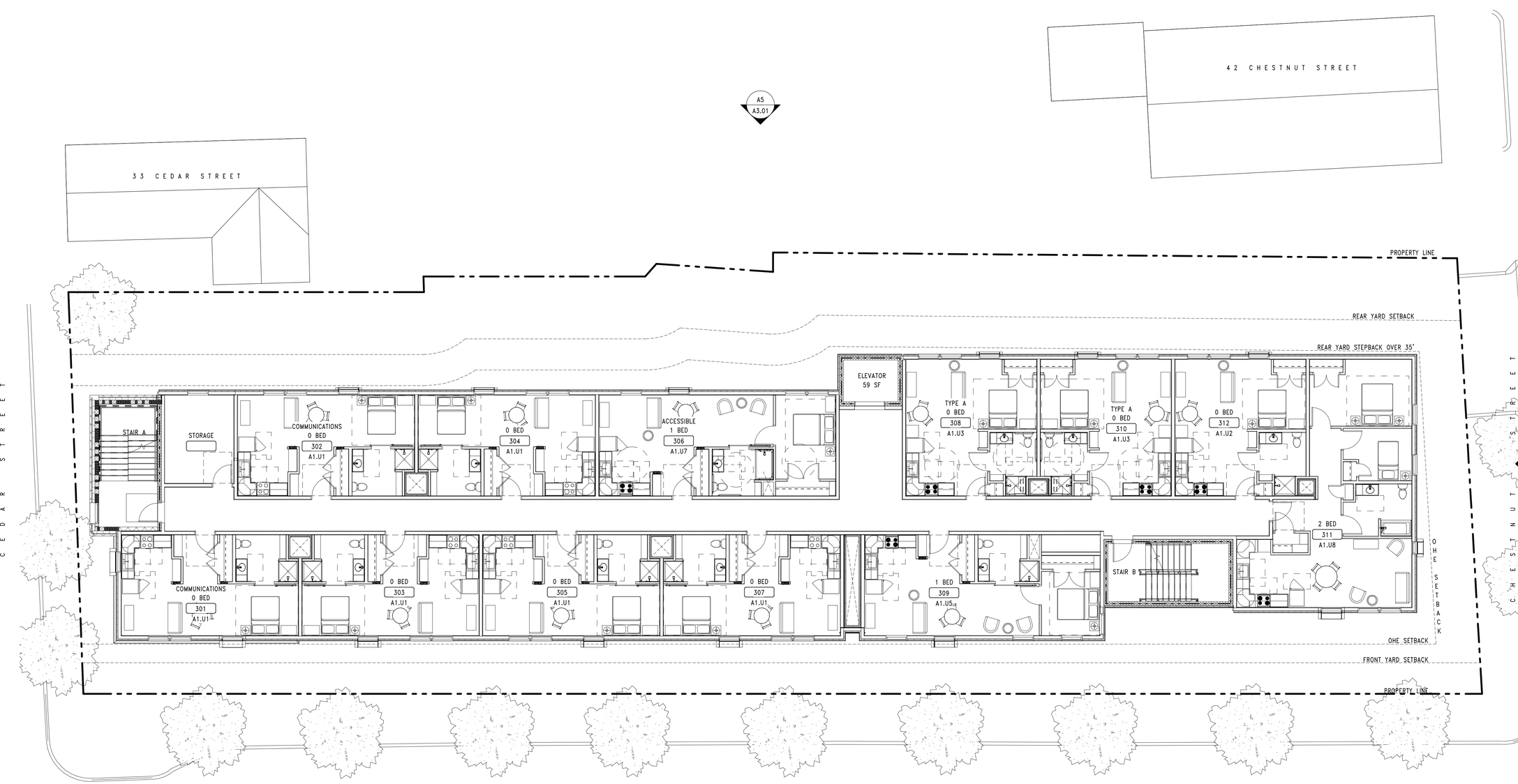
AMENDED PLANNING BOARD SUBMISSION

THIRD FLOOR SQ FT CALCULATIONS

THIRD FLOOR GROSS TOTAL 8,508 SQ FT

THIRD FLOOR UNIT COUNTS

0 BEDROOM	9 UNITS
1 BEDROOM	2 UNITS
2 BEDROOM	1 UNITS
THIRD FLOOR TOTAL UNIT COUNT	12 UNITS TOTAL



A5	03 THIRD FLOOR	
	REFERENCED FROM: A3.01	SCALE: 1/8" = 1'-0"

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THIRD FLOOR PLAN

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A1.30

SCALE: 1/8" = 1'-0"

DATE: 2026 | 03 | 13

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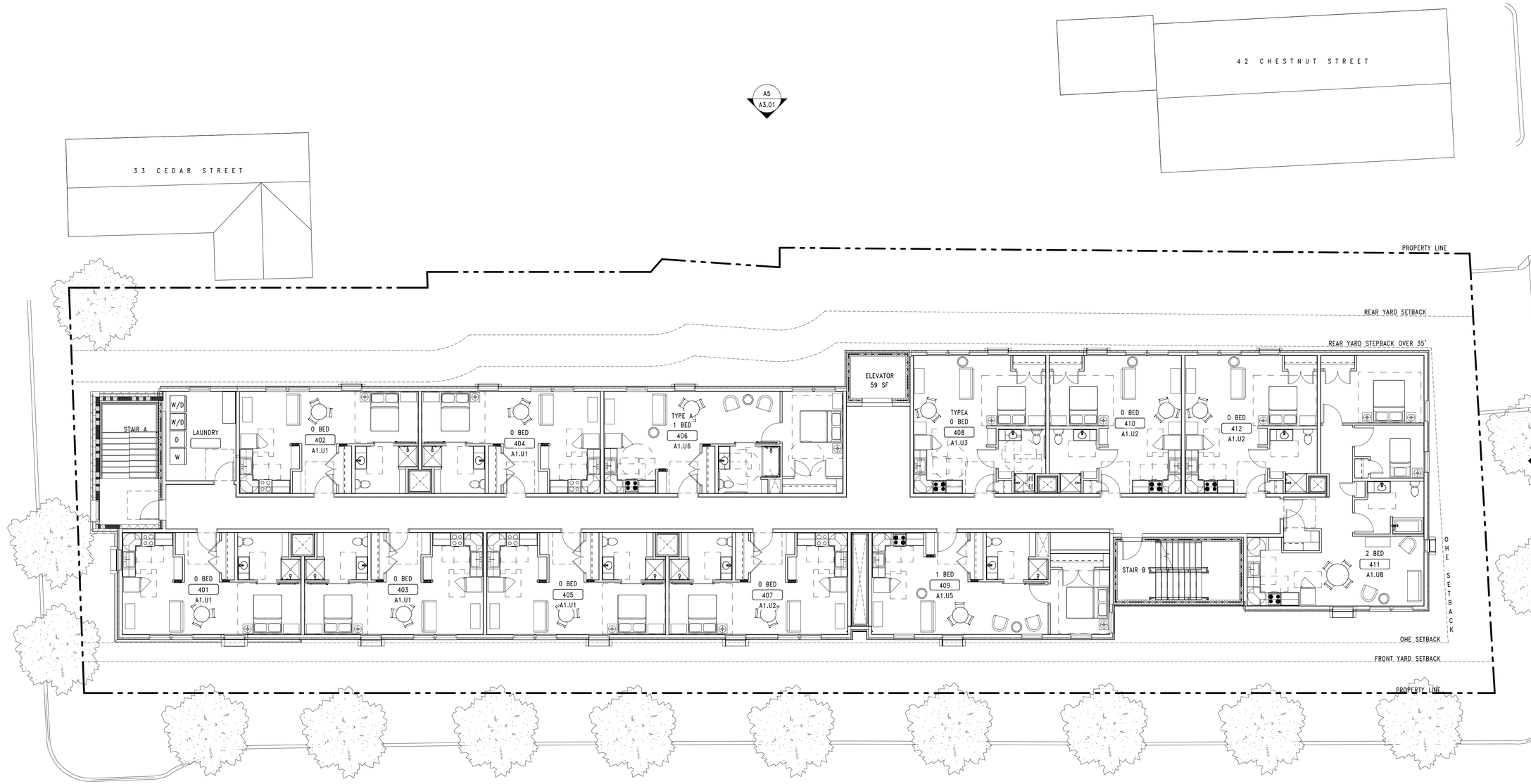
AMENDED PLANNING BOARD SUBMISSION

FOURTH FLOOR SQ FT CALCULATIONS

FOURTH FLOOR GROSS TOTAL	8,508 SQ FT

FOURTH FLOOR UNIT COUNTS

0 BEDROOM	9 UNITS
1 BEDROOM	2 UNITS
2 BEDROOM	1 UNITS
FOURTH FLOOR TOTAL UNIT COUNT	12 UNITS TOTAL



A5 04 FOURTH FLOOR

REFERENCED FROM: A3.01 SCALE: 1/8" = 1'-0"

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FOURTH FLOOR PLAN

CWS PROJECT NUMBER: 23039

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A1.40

SCALE: 1/8" = 1'-0"

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3/27/2026 9:43:02 PM

AMENDED PLANNING BOARD SUBMISSION



A5 NORTH ELEVATION

REFERENCED FROM: A1.00 SCALE: 1/8" = 1'-0"

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NORTH ELEVATION

CWS PROJECT NUMBER: 23039

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DRAWING NUMBER

A3.01

SCALE: 1/8" = 1'-0"

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A5 **EAST ELEVATION**

REFERENCED FROM: A1.00 SCALE: 1/8" = 1'-0"

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CWS PROJECT NUMBER: 23039

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A3.02

SCALE: 1/8" = 1'-0"

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A5 **WEST ELEVATION**
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WEST ELEVATION
CWS PROJECT NUMBER: 23039

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A3.03

SCALE: 1/8" = 1'-0"
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AMENDED PLANNING BOARD SUBMISSION



A5 **SOUTH ELEVATION**

REFERENCED FROM: A1.00 SCALE: 1/8" = 1'-0"

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SOUTH ELEVATION

CWS PROJECT NUMBER: 23039

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A3.04

SCALE: 1/8" = 1'-0"

DATE: 2026 | 03 | 13

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A5	**BIRDS EYE REAR ELEVATION**
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BIRDS EYE
REAR ELEVATION

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER
3D.3

SCALE:

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AMENDED PLANNING BOARD SUBMISSION



A5	**OXFORD & CEDAR - RENDER**
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PERSPECTIVE VIEW
OXFORD & CEDAR

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

3D.1

SCALE:

DATE: 2026 | 03 | 13

3/27/2026 3:45:24 PM

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DRAWING

PERSPECTIVE VIEW
OXFORD & CHESTNUT

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

3D.2

SCALE:

DATE: 2026 | 03 | 13

3/27/2026 9:43:33 PM

A5 **OXFORD & CHESTNUT - RENDER**

REFERENCED FROM: SCALE:

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AMENDED PLANNING BOARD SUBMISSION



A5 **PERSPECTIVE VIEW - OUTDOOR ENTRY AT CHESTNUT ST**

REFERENCED FROM: SCALE:

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PERSPECTIVE VIEW OUTDOOR ENTRANCE AT CHESTNUT

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

3D.4

SCALE:

DATE: 2026 | 03 | 13

3/27/2026 3:40:53 PM

AMENDED PLANNING BOARD SUBMISSION

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: May 30, 2026

SUBJECT: Order 259-26/27 Approving The Prime 197 Oxford Street Affordable Housing Credit Enhancement Agreement with Avesta Oxford Street LP - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item. Due to the tight timeline, HEDC was unable to review it prior to the first reading on June 15, 2026 but will review it prior to the second reading on July 20, 2026.

(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 6/15/2026 **Final Action 7/20/2026**

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 14, 2026 in order for the developer to apply for Low-Income Housing Tax Credits. In addition, a ten-day public notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City: This involves a Credit Enhancement Agreement (CEA) which will be finalized at Construction Loan Closing (CLC) for the project. This document uses a template that has previously been reviewed by Corporation Counsel, and Corporation Counsel will review the final CEA during the CLC process.

PRESENTATION: Heidi McCarthy is available for questions and a brief presentation.

I. SUMMARY

This is a companion order to "Designating The Prime 197 Oxford St Affordable Housing Development District and Tax Incremement Financing District and Adopting the Municipal Development Program for the District".

II. AGENDA DESCRIPTION

Due to the timeline for submission to MaineHousing and the summer City Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

This is a companion order to the order above.

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 companion item

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item.

VIII. LIST ATTACHMENTS

1. Order - Approving The Prime 197 Oxford Street CEA
2. Att 8 CEA draft Oxford 6.4.2026

Prepared by:
Mary Davis, Division Director
Date: 05/30/2026

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 PRIME 197 OXFORD STREET AFFORDABLE HOUSING CREDIT ENHANCEMENT AGREEMENT WITH AVESTA OXFORD STREET LP

ORDERED, the credit enhancement agreement with a 30-year term and 56% captured revenue rate between the City of Portland and Avesta Oxford Street LP, related to the The Prime 197 Oxford Street Affordable Housing Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is authorized to sign the agreement in substantially the same form attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

And

AVESTA OXFORD STREET LP

DATED: _____ ____, 202_

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ATTACHMENTS (as designated in the AHTIF application to MaineHousing 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 _____, 202_ (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 Avesta Oxford Street LP, a Maine Limited Partnership (the "Developer").

WITNESSETH THAT

WHEREAS, the City designated The Prime ***197 Oxford Street Affordable Housing Tax Increment Financing District*** (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes by action of the City Council at a meeting of the City Council held on _____, 2026, Order XX 26/27 (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 ("MaineHousing") 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 Seven hundred eighty-one five hundred dollars ($781,500), which is the taxable assessed real property value of the District as of March 31, 2027 (April 1, 2026).

"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 forty-seven (47) unit affordable rental housing project to be named The Prime (f/k/a Oxford Street Apartments) 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 Prime 197 Oxford Street Affordable Housing 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 fifty-six percent (56%) of the Increased Assessed Value as Captured Assessed Value. The remaining forty-four percent (44%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to fifty-six percent (56%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such fifty-six percent (56%) portion into the Project Cost Account. The remaining forty-four percent (44%) 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 monthly 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 the 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, 2061 (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 approval of the City's designation of the District and adoption of the Development Program, approving the Term as established herein. Upon receipt of such approval and execution and delivery of this Agreement, 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 close on construction financing for the Project by June 30, 2030.

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:

Avesta Oxford Street LP
c/o Avesta Housing Development Corporation
307 Cumberland Ave
Portland, Maine 04101-4920

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 _____, 2026

WITNESS:

AVESTA OXFORD STREET LP

By: Pinecone Housing Corporation, its General Partner

_____

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: May 30, 2026

SUBJECT: Order 260-25/26 Designating the Dashaway Commons 15-19 Cedar Street an Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item. Due to the tight timeline, HEDC was unable to review it prior to the first reading on June 15, 2026 but will review it prior to the second reading on July 20, 2026.

(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 6/15/2026 **Final Action 7/20/2026**

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 14, 2026 in order for the developer to apply for Low-Income Housing Tax Credits. In addition, a ten-day public notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City:

This involves a Credit Enhancement Agreement (CEA), and Declaration of Covenants (DoC) which will be finalized at Construction Loan Closing (CLC) for the project. The AHTIF document templates have previously been reviewed by Corporation Counsel several times, and Corporation Counsel will review the final CEA and DoC during the CLC process.

PRESENTATION: Heidi McCarthy will be available at the second reading for questions if necessary.

I. SUMMARY

Avesta Housing Development Corporation requests a 30 year, 75% Affordable Housing Tax Increment Financing (AHTIF) district to support operating costs at 15-19 Cedar Street, a 30-unit affordable rental housing development.

II. AGENDA DESCRIPTION

Due to the timeline for submission to MaineHousing and the summer Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

Dashaway Commons at 15-19 Cedar Street will offer thirty (30) units of affordable rental housing, with twelve (12) units available to households at 60% or below of area median income, and eighteen (18) units available to households at 50% or below of area median income. The project will create twenty-six (26) one-bedroom units,

and four (4) two-bedroom units. Two units will be set aside for individuals or families residing in a Portland shelter. The building would utilize heat pumps to provide temperature control and natural gas powered domestic hot water systems, and a standby generator would provide supply power to critical life safety systems during a power outage. An elevator provides access to all residential floors. Shared amenities include a community room, open kitchen, laundry, bicycle storage, mail room, indoor trash room, and tenant support spaces located on the first floor to promote social interaction and resident services. Onsite staff will be available for residents. The scope of work includes construction of the residential building as well as associated site improvements such as access, repairing the brick sidewalk, stormwater management infrastructure, and other required amenities.

To support operating costs for the project, Avesta Housing Development Corporation is seeking a 75%, 30 Year TIF for the thirty units in the building.

The project is scheduled for Planning Board approval during late June/early August. The parcels are owned by the Boys and Girls Clubs of Southern Maine (BGCSM), which is a direct abutter to the project site. BGCSM acquired these properties to facilitate a planned expansion of its Cumberland Avenue clubhouse. As part of that expansion, existing residential units at 289 and 291 Cumberland Avenue and 7 and 9 Cedar Street would be removed, resulting in the displacement of 24 housing units. Portland City Code requires the replacement of displaced housing units as a condition of redevelopment. To satisfy this requirement, BGCSM has entered into a Purchase Option Agreement and Joint Development Agreement with Avesta Housing Development Corporation to permit, construct, and operate replacement housing at the Cedar Street site. The Cedar Street site is within walking distance of Portland High School, Baxter Academy for Technology and Science, Portland City Hall, U.S. Post Office, Boys & Girls Clubs of Southern Maine, Bayside Community Garden, Convenient MD Urgent Care, and the urban greenway Bayside Trail. The proposed development is designed as urban infill. Given the limited on-site area, there is no on-site parking proposed. Most residents, however, would typically use public transportation. The Greater Portland Metro bus station is located less than 800 feet along Elm Street. Additionally, there will be an indoor storage area to accommodate 15 bicycles.

Construction is expected to begin in September 2027 and be completed by the end of 2028.

If approved, the approximate total amount of captured revenue would be returned to the project/developer annually is $50,493.38. Non-captured revenue to be deposited into the general fund would be approximately $16,831.13 per year. Tax sheltering benefits are estimated to be an annual average of $24,760.

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

III. BACKGROUND

On Monday, April 6, 2026, the *Affordable Housing Development and Tax Increment Financing Application* was released. Applicants requiring a conditional commitment or reservation of funds as part of other financing applications (e.g. 9% LIHTC) were given a May 4th, 2026 submission deadline. The *Application* made available a total of $2,263,705 for affordable housing development ($274,344 in HOME, $1,989,361 in Jill C. Duson Housing Trust Funds).

In response, the City received two requests for the creation of an Affordable Housing District and Credit Enhancement Agreement:

- The Prime (197 Oxford St): 56% TIF, 30 years;
- Dashaway Commons, 15-19 Cedar St: 75% TIF, 30 years;

In addition, 42 Atlantic Street, which was approved in 2024, requested to amend the term of the TIF district to incorporate legislation passed in 2025 that allows for a delayed start to the 30-year term.

All three projects (42 Atlantic, The Prime, Dashaway Commons) will be applying for the MaineHousing Low Income Housing Tax Credits (LIHTC) Program. This program awards a maximum of 3 points to projects that receive a Credit Enhancement Agreement. The City's TIF Policy allows for terms up to 75% over 30 years. This provision was adopted in part to support Portland affordable housing projects through the LIHTC process, which awards maximum points for a 75%, 30 year TIF. The process is very competitive, and often there is only a 1 or 2 point difference separating projects which receive tax credits and projects which do not. The LIHTC program application also requires that TIF applications be submitted to MaineHousing (the entity identified by state statute to review and approve TIF applications) 30 calendar days before the LIHTC application is due.

The City's TIF Policy requires applicants to demonstrate financial necessity and financial capacity and also requires a financial underwriting analysis to be conducted by a third party on all projects requesting a CEA. The third party financial underwriting analysis is included on the item backup.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Accelerate Housing Production and Strengthen Affordability Protections

V. FINANCIAL IMPACT

When completed, the project's total increased assessed value is $4,074,300, which would yield $67,324.51 in annual assessed property value in year one at the current millage rate.

The approximate total amount of tax revenue (aka captured valuation) that would be returned to the project/developer is $1,514,801 an average of $50,493.38 annually during the 30-year term.

The approximate total amount of tax revenue (aka non-captured valuation) that would be deposited into the general fund is $504,934, an average of $16,831.13 annually during the 30 year term.

If the project is not completed, there will be no increased assessed value, and no tax yield returned to the developer.

With the tax-sheltering benefits of TIF districts, the savings to the City during the term of the district averages an annual amount of $24,760 for a total of $742,794 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 will meet on June 30, 2026 to consider this item.

VIII. LIST ATTACHMENTS

1. Order - Approving Dashaway Commons 15-19 Cedar St TIF and Adopting Dev Program for the District
2. Dec of Cov 15-19 Cedar 6.4.26
3. Dev Prog 15-19 Cedar 6.4.26
4. 15-19 Cedar info packet for council

Prepared by:
Mary Davis, Division Director
Date: 05/30/2026

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 DASHAWAY COMMONS 15-19 CEDAR STREET AN AFFORDABLE HOUSING DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM FOR THE DISTRICT

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specific areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Avesta 15-19 Cedar LP intends to construct certain improvements within the Dashaway Commons 15-19 Cedar Street Affordable Housing Development and Tax Increment Financing ("TIF") District, including 30 affordable rental housing; and

WHEREAS, the District will remain in place for a period not to exceed 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 Certificate of Approval is signed by Maine State Housing Authority; and

WHEREAS, the City of Portland will utilize 25% of the tax revenues generated in the District in its General Fund; and

WHEREAS, 75% of the tax revenues generated in the District will be returned to the developer; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the residents of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the Dashaway Commons 15-19 Cedar Street Affordable Housing Development and Tax Increment Financing District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, 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. § 5226, 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 Dashaway Commons 15-19 Cedar Street 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 Dashaway Commons 15-19 Cedar Street Affordable Housing Development and Tax Increment Financing District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the Dashaway Commons 15-19 Cedar Street Affordable Housing Development and Tax Increment Financing District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled "Dashaway Commons 15-19 Cedar Street Affordable Housing Development and Tax Increment Financing District" as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further

makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled "Dashaway Commons 15-19 Cedar Street Affordable Housing Development and Tax Increment Financing District" as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, 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 "Dashaway Commons 15-19 Cedar Street Affordable Housing Development and Tax Increment Financing District" and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at their discretion, from time to time, to make such technical revisions to the Development Program for the District as they deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City's Housing and Economic Development Director is authorized to submit annual reports on the status of the "Dashaway Commons 15-19 Cedar Street Affordable Housing Development and Tax Increment Financing District" on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the
Dashaway Commons 15-19 Cedar Street
Affordable Housing Development and Tax Increment Financing District

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is entered into as of _____, 202_ 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 Avesta 15-19 Cedar LP, a Maine Limited Partnership with a mailing address of 307 Cumberland Ave, Portland, Maine 04101 ("Developer").

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the "AHTIF") for project operating costs associated with the development of thirty (30) affordable rental units, to be known asDashaway Commons, and located at 15-19 Cedar Street, Portland, Maine (the "Development"),; and

WHEREAS the Developer acknowledges City's resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer's agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration will be thirty Tax Years (as that term is defined below) and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (i) March 31, 2061 (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 thirty (30) units of affordable rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.

    b. **Use**. The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.

    c. **Low Income Units**. For a period of thirty (30) years after the issuance of a certificate of occupancy, twelve (12) of the units will be occupied by households with incomes at no more than sixty percent (60%) of the area median income, and eighteen (18) of the units will be occupied by households with incomes at no more than fifty percent (50%) 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 at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the "Determination").

        iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household's income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent

Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

d. **Rent Restrictions**. For a period of thirty (30) years after the issuance of a certificate of occupancy, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth ($1/12^{th}$) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

i. For a unit without a separate bedroom, one individual.
ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

e. **Discrimination Prohibited**. Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.

4. **Compliance**. Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority ("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 _____ ___, 202_.

CITY OF PORTLAND, ME

_____
Witness

By:_____
Danielle P. West
Its: City Manager

State of Maine
Cumberland, ss. _____, 2026

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

_____
Notary Public/Attorney-at-Law

_____
(Print or type name)

Signature page follows.

AVESTA 15-19 CEDAR LP
By: White Birch Housing Corporation
Its: General Partner

_____
Witness

By: _____
Name: Jennifer Hawkins
Its: President

State of Maine
Cumberland, ss.

_____ ___, 202_

Personally appeared the above named _____, _____ of White Birch Housing Corporation, general partner of Avesta 15-19 Cedar LP, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said entities.

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

CITY OF PORTLAND

DASHAWAY COMMONS 15-19 CEDAR STREET AFFORDABLE HOUSING DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT

DEVELOPMENT PROGRAM

Date: {Month} __, {Year}

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Summary

Statement of Means and Goals

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 15-19 Cedar 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.

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.

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 hereof by Avesta 15-19 Cedar LP, its successors and assigns (the "Developer"). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as 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. 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.

Financial Plan Summary

The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in this Development Program. 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. The development costs and sources and uses of funds associated with the Development Program within the District are described below and in the attachments. 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.

Checklist for Approval of District and Development Program

1. District Description

This Development Program provides for the creation of an Affordable Housing Development District located at 15-19 Cedar St in Portland. The area includes approximately 0.2 acres, or 8,719 square feet, located on parcel 26-C014001 in the RN-4 Neighborhood Residential zone. The land is currently vacant. Multifamily residential development is a permitted use within this zone. A municipal map and a tax map showing district boundaries is available as Attachment 5.

2. At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation /development

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 area includes approximately 0.2 acres located on parcel 26-C014001 in the RN-4 Neighborhood Residential zone. The land is currently vacant. The purpose of the district is to increase affordable housing options for Portland residents. The development, at 15-19 Cedar Street, to be known as Dashaway Commons, will offer thirty (30) units of affordable rental housing, all available to households at 60% or below of area median income. The project will create twenty-six (26) one-bedroom units, and four (4) two-bedroom units.

3. District acreage divided by total municipal acreage is not more than 2%

The City of Portland's total municipal acreage is 13,785.6 acres. The area of the proposed Dashaway Commons 15-19 Cedar Street AHTIF District would be approximately 0.2 acres which represents less than 2% (or 0.001%) of the total acreage of the City.

4. Total acreage of all existing and proposed development districts (affordable housing and DECD) in municipality divided by total municipal acreage is not more than 5%

The total area of the three proposed AHTIF Districts is 13.28 acres (The Prime 197 Oxford St 0.35, Dashaway Commons 15-19 Cedar Street 0.2 acres, Lambert Woods South 165 Lambert 12.73 acres) and the total area of all development districts in the City (898.2935) totals 911.5735 acres. Total municipal acreage is 13,785.6 acres.

The 911.5735 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 911.5735 acres is 465.4047 acres, which is 3.38% (465.4047/13,785.6) 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 58.5348 acres or 0.4246% of the total acreage of the City (58.5348/13,785.6) and does not exceed 5% of the total acreage of the City. A complete list of TIF districts is shown here.

TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	$8,283,740	6.6250
- WTIF 9/2018 Added Parcels		$20,076,870	77.5600
- WTIF 5/2019 Added Parcels		$5,938,400	13.4300
Bayside Expanded TIF District	FY2003-04/FY2032-33	$121,639,640	128.7280
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	$0	1.0350
Public Market/Power Pay	FY2010-11/FY2039-40	$1,862,600	1.0700
McAuley Place	FY2009-10/FY2038-39	$0	5.3200
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	$0	0.4100
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	$4,970,470	30.0000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	$0	0.2300
17 Carleton St/AH TIF	FY2015-16/FY2036-37	$0	0.5720
Downtown TOD TIF	FY2015-16/FY2044-45	$964,702,263	416.1688
ImmuCell TIF	FY2017-18/FY2028-29	$52,600	1.1100
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	$0	0.4800
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	$0	0.2200
Deering Place/AHTIF	FY2018-19/FY2047-48	$0	1.0900
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	$0	0.7300
66 State Street AHTIF	FY2020-2021/FY2049-50	$0	0.5087
PHA Front Street AHTIF	FY2020-2021/FY2049-50	$0	3.4872
200 Valley Street AHTIF	FY2020-2021/FY2049-50	$0	0.3444
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	$0	3.6099
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	$0	0.4520
104 Grant Street AHTIF	FY2020-2021/FY2049-50	$0	0.3300
83 Middle Street AHTIF	FY2020-2021/FY2049-50	$0	0.2848
91 Winter Street AHTIF	FY2021-2022/FY2050-51	$0	0.3527
73 Winter Street AHTIF	FY2021-2022/FY2050-51	$0	0.3941
45 Dougherty Street AHTIF	FY2023/2024/FY2052-53	$0	1.6750
25 Casco Street AHTIF	FY2024-2025/FY2053-54	$0	0.3120
Riverton Park	FY2024-2025/FY2043-44	$0	19.8649
70 E. Oxford/Phase I	FY2024-2025/FY2054-55	$0	0.5600
202 Woodford Street		$0	0.6400
42 Atlantic Street		$0	0.2300
Lambert Woods North		$0	4.8500
70 E Oxford/Cumb-Boyd Phase 2			0.5500
70 E Oxford/Mayo Phase 3			0.4200
186 Woodford			0.4300
33 W. Presumpscot/Front St III			0.4121
Prosperity ME/Barron Center			0.7700
Portland Tourism Dev. District	n/a	n/a	42.1269

Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Proposed-207 Oxford St AHTIF			0.3500
Proposed-15-19 Cedar St AHTIF			0.2000
Proposed - 165 Lambert (Lambert So.)			12.7300

5. Original Assessed value of district (OAV)

The OAV of the district is $185,700, as stated in attachment 6.

6. OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before MaineHousing approval is not more than 5%.

The Original Assessed Value of the proposed Dashaway Commons 15-19 Cedar Street Affordable Housing TIF District ($185,700), combined with the OAV of all additional proposed districts (The Prime 197 Oxford St, $781,500; 165 Lambert St, $0), combined with the Original Assessed Value of all existing Affordable Housing TIF Districts ($5,030,461) within the City totals $5,997,661. The taxable property value as of the April 1st before MaineHousing approval (4/1/2026) equals $19,722,568,923. As the aggregate OAV as a percent of taxable value is 0.003%, 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.

7. Development program start and end dates

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, 2026. 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." If so, the latest possible final Tax Year of the Development Program would begin April 1, 2060. Assuming the Director approves the Development Program during the April 1, 2026 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, 2061. The City's municipal fiscal year is July 1 – June 30.

8. The development program meets an identified housing need in municipality

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 the Maine State Housing Data Portal, in 2024 the rent affordable to

a median renter was $1,369.40, while the median rent was $2,230, a gap of $860.60 per month[1]. The project will provide affordable rental rates and restrict units to low-and moderate-income residents.

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." 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.

15-19 Cedar Street will meet this need by providing affordable housing options for Portland residents. The project will offer thirty (30) units of newly built affordable rental housing. Eighteen (18) units will be available for individuals at fifty percent (50%) of the area median income, and twelve (12) units will be available for individuals at sixty percent (60%) of area median income. The project would set aside 10% of the units (three (3) units) for Person Experiencing Homelessness or persons who have disabilities, are victim of domestic violence, or have other special housing needs, to create permanent supportive housing. The project will create twenty-six (26) one-bedroom units, and four (4) two-bedroom units. Zero (0) single family homes will be rehabilitated or constructed as part of this development.

9. District must be a primarily residential development

The District is primarily a residential development in which one-hundred percent (100%) of the dwelling units will be affordable housing. The building may utilize heat pumps to provide temperature control and natural gas powered domestic hot water systems. A standby generator would provide supply power to critical life safety systems during a power outage. An elevator will provide access to all residential floors. Shared amenities may include a community room, open kitchen, laundry, bicycle storage, mailroom, indoor trash room, and tenant support spaces located on the first floor to promote social interaction and resident services. Zero (0) single family homes will be rehabilitated or constructed as part of this development.

10. At least 33% of the housing units in the district must be affordable housing

One hundred percent (100%) of the thirty (30) units will be affordable to households at or below 60% of area median income.

11. Mechanism to ensure ongoing affordability of 33% of housing units in district for required time

The affordability covenants will be outlined in the Declaration of Covenants, which will be recorded in the Registry of Deeds.

[1] State of Maine Housing Data Portal, Snapshot View, Portland, Rental Affordability, Comparison of Median Rent and Affordable Rent Over Time, accessed on May 30, 2026 at https://mainestatehousingdata.org/data-portal.

12. Operation of housing and facilities in district

After completion, operation of housing and facilities will be provided by Avesta Housing Management Corporation (AHMC). AHMC will be responsible for comprehensive property management services for the property as a whole, overseeing leasing, building operations, regulatory compliance and reporting, maintenance, and resident services.

13. Specific planned uses of tax increment revenues from the district

Revenue from the Affordable Housing Tax Increment District (AHTIF) would be used to pay project operating costs. The funds received over the lifetime of the AHTIF would support the project in providing new, high quality, affordable rental housing.

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 inside or outside district?	Resulting public benefit
Project Operating Costs.	Annually	$50,493.38	$670,652 – Rental Income	Inside	Affordable rental units
Total Costs		$50,493.38	$670,652		

The development will be financed with a combination of local, state and private funding. The estimated combined total development cost is $21,812,110. At this time, it is estimated that approximately $9,733,418 would be funded through bank financing, $4,589,494 MaineHousing Subsidy, $200,000 from the Boys and Girls Club, and $7,289,198 in equity contributions. An itemized development budget for showing all sources and uses of funds for development is included in Attachment 3.3.

14. A municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund

The City of Portland will not create a revolving loan fund.

15. A financial plan showing for each year the development program will be in effect

Please see attachments 3.4 and 3.5 for tables showing the financial plan for each year. Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be seventy-five percent (75%) 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 (attachment 8). The development is projected to have a total local increased assessed valuation at build out of approximately $4,074,300 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 $50,493.38 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.

16. Relocation plan for persons temporarily or permanently displaced by development activities.

The site is vacant. As a result, there is no need for a relocation plan.

17. Description of environmental controls to be applied

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.

18. Development program consistent with comprehensive planning

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.

19. District not in conflict with municipal charter

The proposed district is not in conflict with the municipal charter

20. For municipal debt financing only: Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs.

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.

Municipal Approvals

Public Hearing

Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on July 10, 2026, 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 July 20, 2026. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

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 July 20, 2026 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: _____ __, **2026**

_____

Danielle P. West, City Manager,
City of Portland, ME

A. Organization Information

Completed by vvolent@avestahousing.org on 4/27/2026 3:10 PM

Case Id: 30704
Name: Avesta Housing Development Corporation - 2026
Address: *No Address Assigned

A. Organization Information

Please provide the following information.

ORGANIZATION INFORMATION

A.1. Organization Name/Developer/Agency
Avesta Housing Development Corporation

A.2. Address
307 Cumberland Avenue Portland, ME 04101

A.3. Federal Tax ID No:

A.4. UEI # - SAM.GOV
01-0315296

A.5. Type of Organization
Other

Please describe type of organization.
501(c)(3) non-profit organization.

AUTHORIZED REPRESENTATIVE INFORMATION

A.6. Authorized Representative Name
Ryan Fecteau

A.7. Authorized Representative Title
Senior Development Officer

A.8. Phone Number
(207) 245-3305

A.9. Email
Rfecteau@avestahousing.org

B. Project Information

Completed by vvolent@avestahousing.org on 4/27/2026 3:22 PM

Case Id: 30704
Name: Avesta Housing Development Corporation - 2026
Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Property Address
15 and 19 Ceder Street Portland, ME 04101

B.2. Project Name
15 - 19 Cedar Street

B.3. Tax chart, block, and lot number
Map 26, Lot 15 (15 Cedar Street) and Map 26, Lot 14 (19 Cedar Street)

B.4. Zoning Designation
RN-4

B.5. Is the requested funding type HOME/JCDHTF?
No

B.6. Requested amount of Affordable Housing Development Funding
$0.00

B.7. Is the requested funding type AHTIF?
Yes

AHTIF Terms:
This application requests the creation of an AHTIF District and Credit Enhancement Agreement to convey 75% of the incremental taxable revenue for the property to support construction costs. The term requested is for 30 years.

B.8. Total number of housing units to be constructed:
30

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:
30

B.12. Total number of Units at 120% AMI:
0

B.13. Total number of Units at 110% AMI:
0

B.14. Total number of Units at 100% AMI:
0

B.15. Total number of Units at 80% AMI:
0

B.16. Total number of Units at 60% AMI:
12

B.17. Total number of Units at 50% AMI:
18

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:
26

B.22. Total number of two-bedroom units:
4

B.23. Total number of three-bedroom units
0

B.24. Total number of four-bedroom units
0

B.25. Total number of five-bedroom units
0

B.26. Property Manager
Avesta Housing Management Company

B.27. When is construction expected to begin?
01/01/2027

B.28. Please use the box below to answer the remaining questions and provide a narrative description of the project that includes:

- **Description of municipal housing need and how the development addresses that need;**
- **Requested amount of Affordable Housing Development Funding;**
- **Description of how City's participation is financially necessary in order for the project to proceed;**
- **Description of allowed uses in the zone;**
- **Description of residential and non-residential uses in the area;**
- **Description of accessory uses relating to residential use, if any;**
- **Indicate if this project requires relocation of existing commercial or residential tenants;**
- **Description of relocation plan for persons temporarily or permanently displaced by development activities;**
- **Description of how the development is consistent with the Comprehensive Plan**
- **Description of how housing and facilities in the development will be operated after completion;**
- **Description of planned uses of tax increment revenues from the district (AHTIF projects only).**

PROJECT OVERVIEW This application requests an Affordable Housing Tax Increment Financing and Credit Enhancement Agreement to support construction of a 30- unit affordable housing development in the Bayside neighborhood of Portland. Avesta Housing proposes the development of a five-story affordable housing project located at 15 and 19 Cedar Street. The project site consists of two adjacent parcels—Map 26, Lot 15 (15 Cedar Street) and Map 26, Lot 14 (19 Cedar Street). The properties are located within the City's RN 4 Zoning District and are currently vacant, having previously been developed with single family residences that were recently demolished. The building would be constructed with energy efficient building materials, design, and mechanical systems. 15 and 19 Cedar Street would serve very low-income households with 60% of the units (18) at 50% AMI and 40% of the units (12) at 60% AMI. The project would set aside 9 units for Person Experiencing Homelessness or persons who have disabilities, are victim of domestic violence, or have other special housing needs, to create permanent supportive housing. There would be 26 one-bedroom units, and 4 two-bedroom units. The project is scheduled for Planning Board approval during late June/early August. The parcels are owned by the Boys and Girls Clubs of Southern Maine (BGCSM), which is a direct abutter to the project site. BGCSM acquired these properties to facilitate a planned expansion of its Cumberland Avenue clubhouse. As part of that expansion, existing residential units at 289 and 291 Cumberland Avenue and 7 and 9 Cedar Street would be removed, resulting in the displacement of 24 housing units. Portland City Code requires the replacement of displaced housing units as a condition of redevelopment. To satisfy this requirement, BGCSM has entered into a Purchase Option Agreement and Joint Development Agreement with Avesta Housing Development Corporation to permit, construct, and operate replacement housing at the Cedar Street site. The developer is requesting no zoning variances for this development. Allowed uses in the RN-4 district include multiplex housing. The Cedar Street site is located in the Bayside Neighborhood, which is bounded by Interstate 295, Franklin Arterial, Congress Street, and Forest Avenue. It is home to a mix of residential, commercial, social services, shops, restaurants, and small business. The neighborhood is seeing a boom of development planning including both residential and non-residential along Elm Street and within the "Midtown properties." The Cedar Street site is within walking distance of Portland High School, Baxter Academy for Technology and Science, Portland City Hall, U.S. Post Office, Boys & Girls Clubs of Southern Maine, Bayside Community Garden, Convenient MD Urgent Care, and the urban greenway Bayside Trail. The proposed development is designed as urban infill. Given the limited on-site area, there is no on-site parking proposed. Most residents, however, would typically use public transportation. The Greater Portland Metro bus station is located less than 800 feet along Elm Street. There will also be an indoor storage area to accommodate 15 bicycles. The building would utilize heat pumps to provide temperature control and natural gas powered domestic hot water systems. A standby generator would provide supply power to critical life safety systems during a power outage. An elevator provides access to all residential floors. Shared amenities include a community room, open kitchen, laundry, bicycle storage, mailroom, indoor trash room, and tenant support spaces located on the first floor to promote social interaction and resident services. On-site staff will be available for residents. The scope of work includes construction of the residential building as well as associated site

improvements such as access, repairing the brick sidewalk, stormwater management infrastructure, and other required amenities. DESCRIPTION OF MUNICIPAL HOUSING NEED AND HOW THE DEVELOPMENT ADDRESSES THAT NEED According to the report, Housing Needs Assessment for Portland, in 2022, 46.8% of all renter households were cost burdened with 27.4% spending 30-50% of their income on housing and 22.1% spending more than 50% of their income on housing. Portland's Plan 2030 highlights the City's insufficient housing supply and lack of affordability needed to maintain a healthy socio-economic mix of residents. Through this project, Avesta Housing would provide new replacement housing to address the need for affordable rental housing while advancing the City's goals for creating energy-efficient housing, supporting transit-oriented living, providing housing within walking distance of employment and services, and efficient urban infill within an established residential neighborhood. DESCRIPTION OF HOW CITY'S PARTICIPATION IS FINANCIALLY NECESSARY IN ORDER FOR THE PROJECT TO PROCEED The 15 and 19 Cedar Street pro forma reflects a 1.15 Debt Service Coverage Ratio (DSCR) in year 1 and is fully leveraged at its maximum allowable loan-to-value ratio. As a result, the project cannot support additional permanent debt. The City's participation is necessary to close the remaining funding gap and ensure the financially feasible of the development enabling it to move forward. Without this funding, the 15 and 19 Cedar Street project could not proceed as currently proposed. Development and operating expenses are reasonable, in line with comparable projects, and reflect actual market conditions, which has continued to see unprecedented inflation during the past 24-36 months. All development budget and operating expense line items comply with applicable City of Portland and MaineHousing guidelines.

C. Funding

Completed by vvolent@avestahousing.org on 4/28/2026 1:43 PM

Case Id: 30704
Name: Avesta Housing Development Corporation - 2026
Address: *No Address Assigned

C. Funding

Please provide the following information.

C.1. Total Funding Request
$0.00

C.2. Does your application include a request for Affordable Housing Tax Increment Financing?
Yes

C.3. Is your organization planning to apply for LIHTC for this project?
Yes

Expected score with full funding request:
64

Expected score with $100,000 in funding:
61

Expected score with no funding:
61

C.4. 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?**

No

C.5. 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?
No

PROJECT NAME: **Cedar Street (Boys and Girls**
LOCATION: **Portland**
Constr. Type: **New Construction**
Date: 05/29/26

DEVELOPMENT ASSUMPTIONS						
Total Units		30	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
# @ 30% AMI (LIHTC)	0.0%	0	Rent	2.00%	2.00%	2.00%
# @ 50% AMI (LIHTC)	60.0%	18	Operating Expense	3.00%	3.00%	3.00%
# @ 60% AMI (LIHTC)	40.0%	12	Other Income	2.00%	2.00%	2.00%
# @ 80% AMI (LIHTC)	0.0%	0	Debt Coverage Ratio	1.15		
# @ Market	0.0%	0	Vacancy	5%		
Appraised Market Value		9,614,118	Market Value/Unit	$320,471		

PRO FORMA DEVELOPMENT BUDGET					
		Residential	Per Unit	**Commercial**	**TDC**
Site Improvements		0	0	0	0
New Construction		8,662,095	288,737	0	8,662,095
Historic Construction		0	0	0	0
General Requirements		0	0	0	0
Builder Profit		0	0	0	0
Bond Premium		0	0	0	0
Solar		0	0	0	0
Construction Contingency	5.00%	433,105	14,437	0	433,105
Subtotal Construction Costs		**9,095,200**	**303,173**	**0**	**9,095,200**
Building Permits and Fees		375,000	12,500	0	375,000
Survey & Engineering		47,000	1,567	0	47,000
Architectural & Design		335,000	11,167	0	335,000
Legal		76,000	2,533	0	76,000
Title & Recording		20,000	667	0	20,000
Accounting		10,000	333	0	10,000
Construction Period Tax		25,000	833	0	25,000
Construction Period Insurance		50,000	1,667	0	50,000
Other		45,000	1,500	0	45,000
Subtotal Soft Costs		**983,000**	**32,767**	**0**	**983,000**
Construction Loan Origination Fees		40,000	1,333	0	40,000
Construction Loan Interest		450,928	15,031	0	450,928
Equity Bridge Loan Interest		0			0
MH Permanent Loan Fees		54,790	1,826	0	54,790
Other Permanent Loan Fees		0	0	0	0
Other		30,000	1,000	0	30,000
Subtotal Finance Costs		**575,718**	**19,191**	**0**	**575,718**
Market Survey		5,500	183	0	5,500
Appraisal		7,500	250	0	7,500
Environmental Study		13,500	450	0	13,500
LIHTC Fees & Prepaid Monitoring		103,000	3,433	0	103,000
Relocation Costs		0	0	0	0
FF&E		75,000	2,500	0	75,000
Other:		0	0	0	0
Subtotal Miscellaneous		**204,500**	**6,817**	**0**	**204,500**
Acquisition: Buildings		0	0	0	0
Acquisition: Land		0	0	0	0
Acquisition: Existing Reserves		0	0	0	0
Acquisition: Legal		0	0	0	0
Acquisition: other		0	0	0	0
Subtotal Acquisition		**0**	**0**	**0**	**0**
Operating Deficit Escrow		254,487	8,483	0	254,487
Pre-funded Replacements		86,621	2,887	0	86,621
Tax & Insurance Escrow		79,167	2,639	0	79,167
Working Capital		20,000	667	0	20,000
Total Syndication Expenses		30,000	1,000	0	30,000
Consultant Fee		0	0	0	0
Developer Overhead		750,000	25,000	0	750,000
Developer Profit		0	0	0	0
Other		0	0	0	0
Subtotal Fee and Reserves		**1,220,274**	**40,676**	**0**	**1,220,274**
Total Project Costs		**12,078,692**	**402,623**	**0**	**12,078,692**
		#REF!	**#REF!**		

Max LIHTC Available	1,339,723	Max State Tax Credit	0
LIHTC Alloc.	900,000	LIHTC Alloc.	0
Equity yield	0.81	Equity yield	#DIV/0!
Synd. %	99.99%	Synd. %	100%
Equity Raise	7,289,198	Equity Raise	0

Historic Credit FED	0
Equity yield	0.90
Synd. %	99.99%
Equity Raise	0

10 Year Eq. 0

Historic Credit STATE	0
Equity yield Equivalent	0.00
Synd. %	100.00%
Equity Raise	0

Solar	0
Equity Yield	0.96
Synd.	99.99%
Equity Raise:	0

Total Equity:	7,289,198

Gross Square Footage	26,130
Construction Cost/Sq ft.	**332**

Notes:

Maximum Gross Developer Fee (10%/15%)	1,699,304
Maximum Net Developer Fee (per unit max)	750,000
Actual Proposed Gross Fee	750,000
% of maximum Gross Fee	44.1%
Proposed Net Fee Collected	750,000
% of Maximum Net Fee	100.0%

Minimum Deferred Fee: **0**

FLOW OF FUNDS

Date Estimate:	9/1/2027	During Construction					1st Equity Occupancy	Final Capital	
Sources	**CLC**	**25%**	**50%**	**75%**	**100%**	**PLC**	**Milestone**	**Payment**	**Total**
Beginning Cash	0	0	0	0	0	0	0	0	0
Capital Contribution	0	0	0	0	0	7,289,198	0	0	7,289,198
Equity Bridge Loan	0	0	0	0	0	0			
Construction Loan	618,218	2,273,800	2,273,800	2,273,800	2,293,800				9,733,418
GP Bridge Loan									0
MH: MaineHousing 0%	975,000	0	0	0	0	975,000			1,950,000
MaineHousing 0%	0	0	0	0	0	0			0
MaineHousing 5.5%	0	0	0	0	0	0			0
MaineHousing 6.0%	0	0	0	0	0	2,639,494			2,639,494
State Historic Bridge:	0	0	0	0	0	0			0
FHLB - Advance	0	0	0	0	0	0			0
FHLB - DIRECT	0	0	0	0	0	0			0
BGCSM	200,000	0	0	0	0	0			200,000
	0	0	0	0	0	0			0
	0	0	0	0	0	0			0
Sponsor Loan	0	0	0	0	0	0			0
Deferred Developer Fee	0	0	0	0	0	0			0
									0
TOTAL SOURCES	1,793,218	2,273,800	2,273,800	2,273,800	2,293,800	10,903,692	0	0	21,812,110
Uses									
Acquisition	0								0
Construction		2,273,800	2,273,800	2,273,800	2,273,800				9,095,200
Soft Costs	983,000								983,000
Financing Costs	575,718								575,718
Miscellaneous	204,500					0			204,500
Dev Fee	0					750,000	0	0	750,000
Reserves	0				20,000	420,274			440,274
TOTAL DEV. COSTS	1,763,218	2,273,800	2,273,800	2,273,800	2,293,800	1,170,274	0	0	12,048,692
Repay GP Bridge Loan						0			0
Repay Construction Loan						9,733,418			9,733,418
Other Syndication Costs	30,000								30,000
SUBTOTAL OTHER ITEMS	30,000	0	0	0	0	9,733,418	0	0	9,763,418
TOTAL USES OF FUNDS	1,793,218	2,273,800	2,273,800	2,273,800	2,293,800	10,903,692	0	0	21,812,110
Ending Cash	0	0	0	0	0	0	0	0	0

PROJECT FINANCING

Source		Amount	Rate	Term	Amort.	Lien	Annual D/S Yr. 1-5	Yr. 6-15	Yr. 16-20	Yr. 21-30
Source 1:	MaineHousing 0%	1,950,000	0.00%	30		2nd	0	0	0	0
Source 2:	MaineHousing 0%	0	0.00%	30		1st	0	0	0	0
Source 3	MaineHousing 5.5%	0	0.00%	30		1st	0	0	0	0
Source 4	MaineHousing 6.0%	2,639,494	6.00%	30		1st	158,370	158,370	158,370	158,370
Source 5	FHLB - Advance	0	0.00%	30		1st	0	0	0	0
Source 6	FHLB - DIRECT	0	0.00%	30		1st	0	0	0	0
Source 7	BGCSM	200,000	0.00%	30		3rd	0	0	0	0
Source 8		0	0.00%	30		1st	0	0	0	0
Source 9	Sponsor Loan	0	0.00%	30		1st	0	0	0	0
Source 10	Deferred Developer Fee	0	0.00%				CF	CF	CF	CF
Source 11	State Historic Bridge:	0								
Source 12		0								
Source 13	Net Syndication	7,289,198								
	Capitalization Gap	(0)								
	Total	12,078,692								

COLLATERAL COVERAGE

	Total	Per Unit
Projected Mortgage	2,639,494	87,983
Appraised Market Value	9,614,118	320,471
Loan to Value Ratio	27%	
Market Rent Differential	#REF!	#REF!
Subsidy per Unit		65,000
Subsidy per Low Income Unit		65,000

MaineHousing Subsidy Limits:

Per Project Max:	3,000,000
Per LI Unit Max:	65,000
Actual Request:	1,950,000
Request per LI Unit:	65,000

PROPOSED RENT SCHEDULE			Maximum Gross LIHTC/HOME		Maximum Net Tenant			
Type	AMI	# Units	Rents	Utility Allow.	Rent	Rents from Applicant	Market Rent	Total Rent
Efficiency	30% AMI	0	0	0	0	0	$0	0
	50% AMI	0	0	0	0	0	$0	0
	60% AMI	0	0	0	0	0	$0	0
	80% AMI	0	0	0	0	0	$0	0
0	Market	0	0	0	0	0	$0	0
1BR	30% AMI	0	0	0	0	0	$2,800	0
	50% AMI	18	1,304	0	1,304	1,304	$2,800	281,664
	60% AMI	8	1,565	0	1,565	1,565	$2,800	150,240
	80% AMI	0	0	0	0	0	$2,800	0
26	Market	0	2,800	0	2,800	2,800	$2,800	0
2BR	30% AMI	0	0	0	0	0	$3,200	0
	50% AMI	0	0	0	0	0	$3,200	0
	60% AMI	4	1,878	0	1,878	1,878	$3,200	90,144
	80% AMI	0	0	0	0	0	$3,200	0
4	Market	0	3,200	0	3,200	3,200	$3,200	0
3BR	30% AMI	0	0	0	0	0	$0	0
	50% AMI	0	0	0	0	0	$0	0
	60% AMI	0	0	0	0	0	$0	0
	80% AMI	0	0	0	0	0	$0	0
0	Market	0	0	0	0	0	$0	0
4BR	30% AMI	0	0	0	0	0	$0	0
	50% AMI	0	0	0	0	0	$0	0
	60% AMI	0	0	0	0	0	$0	0
	80% AMI	0	0	0	0	0	$0	0
0	Market	0	0	0	0	0	$0	0
								0
								0
Subtotals		30						522,048
Bedrooms		34						
				Other Income:	HAP Differential		0	0
				Other Income:	Commercial Income		0	0
				Vacancy Rate		5.00%		(26,102)
				Other Income:	Laundry		0	0
				Other Income:	TIF City Projection			37,340
				Effective Gross Income				533,286

AFFORDABLE AMORTIZING MORTGAGE CALCULATION			
Effective Gross Income (w/TIF)			533,286
Annual Operating Expense			350,604
Stabilized NOI			182,682
DSC	**1.15**		23,828
$ Avail for D/S			158,854
Other DS			0
Balance			158,854
Affordable Fully Amortizing Mortgage		6.00%	2,207,954
Affordable Interest Only Mortgage		6.00%	2,647,559

BREAKEVEN ANALYSIS:	RENT SENSITIVITY	OCCUPANCY	
	Total		Annual
Operating Expense	350,604	Gross Revenues	559,388
Debt Service	158,370		
Breakeven Rent	1,414	Breakeven Occupancy	91%

OPERATING EXPENSES			
Expense	Annual	Annual Per Unit	Monthly Per Unit
Administrative Expenses:			
Management Fees	31,000	1,033	86
Management Charges	31,000	1,033	86
Marketing Expenses	500	17	1
Legal Expenses	2,500	83	7
Auditing Expenses	7,000	233	19
Other Administrative Expenses	3,000	100	8
Administrative Expenses	75,000	2,500	208
Operating Expenses:			
Janitorial Payroll	0	0	0
Janitorial Supplies and Equipment	0	0	0
Janitorial Contractual Services	0	0	0
Fuel and Gas	10,000	333	28
Electricity	40,000	1,333	111
Water and Sewer	25,000	833	69
Garbage and Trash Removal	10,000	333	28
Vehicle and Equipment Expenses	0	0	0
Other Operating Expenses	0	0	0
Operating Expenses	85,000	2,833	236
Maintenance Expenses:			
Grounds Maintenance Payroll	0	0	0
Grounds Tools and Supplies	0	0	0
Grounds Contractual Services	20,000	667	56
Miscellaneous Ground Maintenance	0	0	0
		0	0
Building Maintenance Payroll	0	0	0
Building Tools and Supplies	0	0	0
Building Contractual Services	35,000	1,167	97
Building Systems Maintenance	0	0	0
Miscellaneous Building Maintenance	0	0	0
		0	0
Maintenance Expenses	55,000	1,833	153
General Expenses:			
Property Taxes	65,000	2,167	181
Property and Liability Insurance	40,000	1,333	111
Tenant Service Expenses	13,104	437	36
Other General Expenses	2,500	83	7
General Expenses	120,604	4,020	335
Replacement Reserve Funding	15,000	500	42
Commercial Expenses (if applicable)	0	0	0
Total	350,604	11,687	974

Management Costs Analysis

Management Fees	31,000		
Management Charges	31,000		
Other Administrative Expenses	3,000	65,000	
Effective Gross Rental Income		495,946	
Cost Percentage for use in Management Agreement			**13%**

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT

YEAR		1	2	3	4	5	6	7	8	9	10	11
	Lease Up	**Stabilized**										
Mos:	**-8**	9/1/2028	9/1/2029	9/1/2030	9/1/2031	9/1/2032	9/1/2033	9/1/2034	9/1/2035	9/1/2036	9/1/2037	9/1/2038
Effective Rental Income	(355,524)	495,946	505,865	515,982	526,301	536,827	547,564	558,515	569,686	581,079	592,701	604,555
TIF Reimbursement		37,340	38,087	38,848	39,625	40,418	41,226	42,051	42,892	43,749	44,624	45,517
Less Operating Expense	(190,403)	350,604	361,122	371,956	383,114	394,608	406,446	418,640	431,199	444,135	457,459	471,182
Net Operating Income	(165,121)	182,682	182,829	182,874	182,812	182,638	182,344	181,927	181,379	180,694	179,866	178,889
Less RLP Repay	(105,580)	158,370	158,370	158,370	158,370	158,370	158,370	158,370	158,370	158,370	158,370	158,370
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	(59,541)	24,312	24,460	24,504	24,442	24,268	23,974	23,557	23,009	22,324	21,497	20,520
Cash Flow per Unit	(1,985)	810	815	817	815	809	799	785	767	744	717	684
Debt Coverage Ratio	1.56	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.14	1.14	1.13
Principal Balance (1-4)	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494
Principal Balance (5-10)	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Operating Reserve Balance	254,487	258,304	262,179	266,111	270,103	274,155	278,267	282,441	286,678	290,978	295,342	299,772

First Year End: 12/31/2027

Total Cash Flow Projected over 12 Years
336,803

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued

YEAR		12	13	14	15	16	17	18	19	20	21	22
		9/1/2039	9/1/2040	9/1/2041	9/1/2042	9/1/2043	9/1/2044	9/1/2045	9/1/2046	9/1/2047	9/1/2048	9/1/2049
Effective Rental Income		616,646	628,979	641,559	654,390	667,477	680,827	694,444	708,332	722,499	736,949	751,688
TIF Reimbursement		46,427	47,356	48,303	49,269	50,254	51,259	52,285	53,330	54,397	55,485	56,595
Less Operating Expense		485,318	499,877	514,874	530,320	546,230	562,616	579,495	596,880	614,786	633,230	652,227
Net Operating Income		177,755	176,457	174,988	173,339	171,502	169,470	167,234	164,783	162,110	159,204	156,056
Less RLP Repay		158,370	158,370	158,370	158,370	158,370	158,370	158,370	158,370	158,370	158,370	158,370
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0
Cash Flow		19,385	18,088	16,618	14,969	13,132	11,100	8,864	6,413	3,740	835	(2,313)
Cash Flow per Unit		646	603	554	499	438	370	295	214	125	28	(77)
Debt Coverage Ratio		1.12	1.11	1.10	1.09	1.08	1.07	1.06	1.04	1.02	1.01	0.99
Principal Balance (1-4)	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494
Principal Balance (5-10)	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Operating Reserve Balance	299,772	304,269	308,833	313,466	318,168	322,940	327,784	332,701	337,691	342,757	347,898	350,803

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued

YEAR		23	24	25	26	27	28	29	30
		9/1/2050	9/1/2051	9/1/2052	9/1/2053	9/1/2054	9/1/2055	9/1/2056	9/1/2057
Effective Rental Income		766,722	782,056	797,697	813,651	829,924	846,523	863,453	880,722
TIF Reimbursement		57,726	58,881	60,059	61,260	62,485	63,735	65,009	66,310
Less Operating Expense		671,794	691,947	712,706	734,087	756,110	778,793	802,157	826,221
Net Operating Income		152,654	148,990	145,051	140,824	136,300	131,465	126,306	120,811
Less MaineHousing RLP Repay		158,370	158,370	158,370	158,370	158,370	158,370	158,370	158,370
Less Other Repay		0	0	0	0	0	0	0	0
Cash Flow		(5,715)	(9,380)	(13,319)	(17,545)	(22,070)	(26,905)	(32,064)	(37,559)
Cash Flow per Unit		(191)	(313)	(444)	(585)	(736)	(897)	(1,069)	(1,252)
Debt Coverage Ratio		0.96	0.94	0.92	0.89	0.86	0.83	0.80	0.76
Principal Balance (1-4)	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494	4,589,494
Principal Balance (5-10)	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Operating Reserve Balance	350,803	350,350	346,226	338,100	325,626	308,441	286,163	258,391	224,709

AVESTA HOUSING

City of Portland 2026 Housing Development Funds Application
Cedar Street Apartments | Construction Estimate
May 22, 2026

Wright Ryan has prepared a preliminary estimate, which is attached. However, the estimate reflected significant variances compared to recent project estimates and costs from other several comparable Avesta projects that are under construction or in various stages of predevelopment. As a result, we have adjusted the construction estimate for purposes of ongoing underwriting to better align with active projects and ensure the design is fully consistent with Avesta's design standards.

Methodology

To arrive at an adjusted budget, we analyzed the cost per square foot for each major division and compared those costs against recent Avesta multifamily affordable housing projects of similar scale, construction type, and complexity. In comparing the Wright Ryan conceptual estimate to current pricing data from active projects, we identified several categories that appear to carry conceptual-level conservatism and materially exceed costs observed on comparable developments.

The combination of these adjustments results in an approximate $2,418,092 million reduction to the Wright Ryan estimate.

Division	WR ESTIMATE	Reduction	Adjusted Cost
General Conditions	$ 804,000	$ 229,140	$ 574,860
Shoring & Soil Improvement	$ 80,000	$ 27,740	$ 52,260
Survey and Layout	$ 7,500	$	$ 7,500
Concrete Formwork	$ 87,225	$ 15,367.50	$ 71,857.50
Concrete Accessories	$ 9,000	$	$ 9,000
Concrete Flatwork	$ 52,300	$ 5,266	$ 47,034
Masonry	$ 108,630	$ 30,240	$ 78,390
Misc. Metals	$ 93,390	$ 13,432.20	$ 79,957.80
Rough Carpentry	$ 1,913,110	$ 319,180	$ 1,593,930
Lumber	$ 37,662.50	$	$ 37,662.50
Millwork & Finish Carpentry	$ 326,625	$ 52,260	$ 274,365
Building Insulation	$ 104,520	$ 13,065	$ 91,455
Waterproofing, Joint Sealants	$ 159,242.50	$ 24,673	$ 134,569.50
Roofing	$ 150,205	$ 20,338.90	$ 129,866.10
Siding	$ 198,750	$ 38,834.40	$ 159,915.60

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Firestopping	$ 58,792.50	$ 8,884.20	$ 49,908.30
Doors Frames & Hardware	$ 269,670	$ 34,761.30	$ 234,908.70
Aluminum & Glazing	$ 33,800		$ 33,800
Windows	$ 114,718.41	$ 9,675.81	$ 105,042.60
Drywall & Framing	$ 793,900	$ 68,792.50	$ 725,107.50,
Acoustical Ceilings and Panels	$ 13,620		$ 13.620
Flooring	$ 229,944	$ 24,823.50	$ 205,120.50
Painting	$ 128,790	$ 13,818	$ 114,972
Specialties	$ 6,000		$ 6,000
Division 10 Specialties	$ 32,128		$ 32,128
Appliances	$ 94,000	$ 16,132.60	$ 77,867.40
Window Covering	$ 38,100		$ 38,100
Vertical Transportation	$ 257,800	$ 37,785.40	$ 220,014.60
Fire Protection	$ 112,276.27	$ 12,198.37	$ 100,077.90
Plumbing	$ 865,079.42	$ 342,479.42	$ 522,600
HVAC	$ 993,921.04	$ 210,021.04	$ 783,900
Electrical	$ 742,796.02	$ 11,156.02	$ 731,640
Earthwork	$ 703,250	$ 50,000	$ 653,250
Landscaping	$ 15,000		$ 15,000
Estimating and Design	$ 385,430	$ 385,430	$ 0.00
Escalation Contingency	$ 300,635	$ 300,635	$ 0.00
CM Contingency	$ 206,436	$ 48,180.93	$ 158,255.07
Software Technology	$ 15,792	$	$ 15,792
Insurance	$ 105,440	$	$ 105,440
PP Bonds	$ 106,495	$	$ 106,495
Fee	$ 322,680.10	$ 53,780.73	$ 268,899.37
TOTAL	**$ 11,078,653.76**	**$ 2,418,091.82**	**$ 8,660,561.94**

In conclusion, the adjusted construction budget reflects a refinement of the original Wright Ryan conceptual estimate based on comparative analysis of recent Avesta multifamily affordable housing developments of similar scale, construction type, and complexity. The original estimate attached is prepared at a very early conceptual stage using limited design information and before the project has undergone detailed coordination, intense subcontractor design review, or any formal value engineering process. As a result, several divisions appeared to carry conservative conceptual assumptions that materially exceeded costs observed on comparable active projects. The revised budget maintains appropriate allowances for code-compliant construction, urban infill conditions, and current market labor and material costs, while aligning the estimate more closely with Avesta's established design standards, historical project data, and anticipated efficiencies associated with repetitive multifamily construction and continued design refinement. More aggressive financial modeling, cost validation, and underwriting analysis are typically undertaken once primary funding sources are secured and the project advances beyond the preliminary conceptual stage, allowing the development team to align final scope, contingencies, and financing assumptions with confirmed capital commitments and lender requirements.

Wright-Ryan Construction, Inc.

10 Danforth Street Portland, Maine 04101

Project Name:	Avesta Cedar Street
Project Address:	15 & 19 Cedar Street, Portland, ME, USA
Project Owner:	Avesta Housing
Estimate Name:	Conceptual Estimate
Estimate Stage:	Conceptual
Date:	Wednesday, May 20, 2026

Estimator Lead:	Kirsten Lawlor
Email Address:	klawlor@wright-ryan.com

Wright-Ryan

05/20/2026

Avesta Cedar Street

Conceptual Estimate

Schedule of Values **26,130 GSF**

Code	Description	Total	$/GSF	Cedar St Housing
007200	General Conditions	$804,000.00	*$30.77*	$804,000.00
020344	Shoring, Underpinning, and Soil Improvement	$80,000.00	*$3.06*	$80,000.00
022100	Survey and Layout	$7,500.00	*$0.29*	$7,500.00
031100	Concrete Formwork	$87,225.00	*$3.34*	$87,225.00
031500	Concrete Accessories	$9,000.00	*$0.34*	$9,000.00
033500	Concrete Flatwork	$52,300.00	*$2.00*	$52,300.00
035400	Gypcrete and other Coating Systems	$0.00	*$0.00*	$0.00
040000	Masonry	$108,630.00	*$4.16*	$108,630.00

055000	Misc Metals	$93,390.00	*$3.57*	$93,390.00
061000	Rough Carpentry	$1,913,110.00	*$73.22*	$1,913,110.00
061100	Lumber	$37,662.50	*$1.44*	$37,662.50
062000	Millwork & Finish Carpentry	$326,625.00	*$12.50*	$326,625.00
072100	Building Insulation	$104,520.00	*$4.00*	$104,520.00
072500	Waterproofing, AVB, Joint Sealants	$159,242.50	*$6.09*	$159,242.50
074100	Roofing	$150,205.00	*$5.75*	$150,205.00
074600	Siding	$198,750.00	*$7.61*	$198,750.00
078400	Firestopping	$58,792.50	*$2.25*	$58,792.50
081000	Doors, Frames & Hardware	$269,670.00	*$10.32*	$269,670.00
084000	Aluminum and Glazing	$33,800.00	*$1.29*	$33,800.00
085000	Windows	$114,718.41	*$4.39*	$114,718.41
092000	Drywall & Framing	$793,900.00	*$30.38*	$793,900.00
095000	Acoustical Ceilings and Panels	$13,620.00	*$0.52*	$13,620.00
096000	Flooring	$229,944.00	*$8.80*	$229,944.00
099000	Painting	$128,790.00	*$4.93*	$128,790.00
100000	Specialties	$6,000.00	*$0.23*	$6,000.00
102000	Division 10. Specialties	$32,128.00	*$1.23*	$32,128.00
113013	Residential Appliances	$94,000.00	*$3.60*	$94,000.00

114000	Food Service Equipment	$0.00	*$0.00*	$0.00
122000	Window Coverings	$38,100.00	*$1.46*	$38,100.00
140000	Dumbwaiters, Lifts and other Vertical Transportation	$257,800.00	*$9.87*	$257,800.00
210000	Fire Protection	$112,276.27	*$4.30*	$112,276.27
220000	Plumbing	$865,079.42	*$33.11*	$865,079.42
230000	HVAC	$993,921.04	*$38.04*	$993,921.04
260000	Electrical	$742,796.02	*$28.43*	$742,796.02
310000	Earthwork	$703,250.00	*$26.91*	$703,250.00
320000	Landscaping and Site Improvements	$15,000.00	*$0.57*	$15,000.00
	Subtotal	**$9,635,745.65**	**$368.76**	**$9,635,745.65**
4.000%	Estimating and Design Contingency	385,430	14.75	385,430
3.000%	Escalation Contingency	300,635	11.51	300,635
2.000%	CM Contingency	206,436	7.90	206,436
0.150%	Software Technology	15,792	0.60	15,792
1.000%	Insurance	105,440	4.04	105,440
1.000%	Performance & Payment Bonds	106,495	4.08	106,495
3.000%	Fee	322,679	12.35	322,679
	Total	**$11,078,653.76**	**$423.98**	**$11,078,653.76**

Wright-Ryan

Avesta Cedar Street

Conceptual Estimate
5/20/2026

Name	Qty	UoM	Unit Cost	Total
01100 - GENERAL REQUIREMENTS				**$804,000.00**
General Conditions - per Month	12.00	Mo	$67,000.00	$804,000.00
02000 - SITEWORK				**$863,750.00**
Layout/Survey Work - Sub	1.00	Sub	$7,500.00	$7,500.00
Earthwork - Sub	26,130.00	Sft	$25.00	$653,250.00
Winter Conditions and Temp HVAC	1.00	Allow	$50,000.00	$50,000.00
Shoring - Allowance	1.00	Sub	$80,000.00	$80,000.00
Landscape - Allowance	1.00	Lsum	$15,000.00	$15,000.00
Cast-in-Place Concrete Frost Walls - per Cyd	58.00	Cyd	$1,000.00	$58,000.00
03000 - CONCRETE				**$61,300.00**
Builidng Slab on Grade - Sft	5,230.00	Sft	$10.00	$52,300.00
Gyp-crete - Excluded	0.00	Sub	$0.00	$0.00
Concrete Pumping - Ea	5.00	Ea	$1,800.00	$9,000.00
04000 - MASONRY				**$108,630.00**
CMU Shaft For Elevator - per Sft	205.00	Sft	$30.00	$6,150.00
Brick Veneer Grey Brick Siding - per Sft	2,135.00	Sft	$48.00	$102,480.00
05000 - METALS				**$93,390.00**
Miscellaneous Metals - per Sft	26,130.00	Sft	$3.00	$78,390.00

Metal Stair Railings - Per Flight	10.00	Ea	$1,500.00	$15,000.00
06000 - WOOD & PLASTICS				**$2,476,147.50**
Rough Hardware - Sft	26,130.00	Sft	$1.25	$32,662.50
Rough Carpentry - Sub, per Sft	26,130.00	Sft	$65.00	$1,698,450.00
Temp Enclosures- Labor	160.00	Hr	$70.00	$11,200.00
Material Handling - Operator	400.00	Hr	$72.00	$28,800.00
Framing Coordination - Labor	120.00	Hr	$72.00	$8,640.00
Temp Enclosures - Material	1.00	Lsum	$5,000.00	$5,000.00
Material Handling - Equipment	12.00	Mos	$4,500.00	$54,000.00
Floor Sheathing - Exacor Underlayment	20,904.00	Sft	$5.00	$104,520.00
Interior Blocking, Nailed/Screwed - Per Apt.	30.00	Ea	$250.00	$7,500.00
Finish Carpentry - per Sft	26,130.00	Sft	$12.50	$326,625.00
Siding 2 - Grey Siding	2,729.00	Sft	$22.00	$60,038.00
Siding 3 - Red Siding	3,363.00	Sft	$24.00	$80,712.00
Boral Trim 6,7,8 - Black,Red,Grey - Painted	1,500.00	Lft	$22.00	$33,000.00
Screen Siding - Sub	1.00	Sub	$25,000.00	$25,000.00
07000 - THERMAL & MOISTURE				**$501,985.00**
Dampproofing New Foundation - Sub	1.00	Sub	$15,750.00	$15,750.00
Waterproofing Elevator Pit - Sub	1.00	Sub	$3,750.00	$3,750.00
Building Insulation - per Sft	26,130.00	Sft	$4.00	$104,520.00
Sheet Applied Air/Vapor Barrier - Sft	16,180.00	Sft	$6.00	$97,080.00
Rigid Insulation below Slab on Grade - per Sft	5,230.00	Sft	$4.25	$22,227.50
Rigid Insulation at Foundation Walls - Per Sft	1,555.00	Sft	$4.50	$6,997.50
Firestopping - per Sft	26,130.00	Sft	$2.25	$58,792.50
AeroBarrier / AeroSeal Duct - Offered as an Add Alternate	0.00	Sft	$1.75	$0.00
EPDM Roofing - Sub	5,462.00	Sft	$27.50	$150,205.00
Flashing - Allowance	1.00	Lsum	$10,000.00	$10,000.00
Joint Sealants - per Sft	26,130.00	Sft	$1.25	$32,662.50
08000 - DOORS & WINDOWS				**$428,188.41**
NON-RATED Interior Doors, Frames & Hardware, installed - Ea	8.00	Ea	$2,220.00	$17,760.00
UNIT ENTRY Interior Doors, Frames & Hardware, installed - Ea	30.00	Ea	$2,850.00	$85,500.00
BATHROOM Interior Doors, Frames & Hardware, installed - Ea	30.00	Ea	$1,200.00	$36,000.00
RATED Interior Doors, Frames & Hardware, installed - Ea	11.00	Ea	$2,850.00	$31,350.00

CLOSET Interior Doors, Frames & Hardware, installed - Ea	67.00	Ea	$1,150.00	$77,050.00
Ext. Doors, Hollow Metal, installed -Ea	5.00	Ea	$3,250.00	$16,250.00
Doors, Frames & Hardware Coordination - Labor	80.00	Hr	$72.00	$5,760.00
Access Doors and Panels - Allowance	1.00	Allow	$10,000.00	$10,000.00
Aluminum Storefronts, Exterior - per Sft	235.00	Sft	$80.00	$18,800.00
Aluminum-Framed Entrances - 2 Ext. Glass Entrances	2.00	Ea	$7,500.00	$15,000.00
Vinyl Windows - Labor - Ea - 2 men 5 hours	127.00	Ea	$375.00	$47,625.00
Vinyl Windows - Ea	127.00	Ea	$528.29	$67,093.41
09000 - FINISHES				**$1,156,254.00**
Temp Protection - Sft	26,130.00	SF	$1.00	$26,130.00
Drywall - Sub	26,130.00	Sft	$30.00	$783,900.00
Acoustical Tile Ceilings - Sft in Corridors	2,270.00	Sft	$6.00	$13,620.00
Flooring - Sft	26,130.00	Sft	$7.50	$195,975.00
Floor Prep - per Sft	26,130.00	sf	$0.30	$7,839.00
Painting - Sub	26,130.00	sf	$4.00	$104,520.00
Exterior Painting - Allowance	16,180.00	Sft	$1.50	$24,270.00
10000 - SPECIALTIES				**$38,128.00**
Interior Signage - Allowance	26,130.00	Sft	$0.60	$15,678.00
Fire Ext./Cabs - ea, installed	14.00	Ea	$400.00	$5,600.00
Mailboxes - installed	30.00	Ea	$200.00	$6,000.00
Toilet Accessories - per Common Bath	1.00	Ea	$350.00	$350.00
Toilet Accessories - per Apt	30.00	Ea	$350.00	$10,500.00
11000 - EQUIPMENT				**$94,000.00**
Denlar Exhaust Hood - Exclude	0.00	Ea	$1,750.00	$0.00
Residential Appliances - Common Areas - Allowance	1.00	Lsum	$4,000.00	$4,000.00
Residential Appliances - per Unit	30.00	Unit	$3,000.00	$90,000.00
12000 - FURNISHINGS				**$38,100.00**
Window Treatments - Ea Allow	127.00	Ea	$300.00	$38,100.00
14000 - CONVEYING SYSTEMS				**$257,800.00**
Electric Traction Elevators - Sub	5.00	Stop	$50,000.00	$250,000.00
Electric Traction Elevators - Operator Labor	40.00	Hr	$195.00	$7,800.00
15000 - MECHANICAL				**$1,971,276.72**
Plumbing - Sub	26,130.00	Sft	$33.11	$865,079.42

HVAC - Sub	26,130.00	Sft	$38.04	$993,921.04
Fire Protection - per Sft	26,130.00	Sft	$4.30	$112,276.27
16000 - ELECTRICAL				**$742,796.02**
Electrical - Sub	26,130.00	Sft	$27.92	$729,596.02
Generator Excluded	75.00	KW	$0.00	$0.00
Electrical - Temp Power Utility Cost	12.00	Mos	$1,100.00	$13,200.00

Direct Cost of Work Total			**$ 9,635,745.65**
Estimating and Design Contingency	4%	$	385,429.83
Escalation Contingency	3%	$	300,635.26
CM Contingency	2%	$	206,436.22
Software Technology	0%	$	15,792.37
Insurance	1%	$	105,440.39
Performance & Payment Bonds	1%	$	106,494.80
Fee	3%	$	322,679.24
Indirect Cost of Work Total			**$ 1,442,908.24**
Total Cost			**$11,078,653.76**

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

15-19 Cedar Street - 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	2026	$4,074,300	$3,055,725	$0	$6,004	$1,224	$7,228
2	2027	$4,074,300	$3,055,725	$0	$6,004	$1,224	$7,228
3	2028	$4,074,300	$3,055,725	$0	$6,004	$1,224	$7,228
4	2029	$4,074,300	$3,055,725	$6,743	$6,004	$1,224	$13,971
5	2030	$4,074,300	$3,055,725	$13,486	$6,004	$1,224	$20,714
6	2031	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
7	2032	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
8	2033	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
9	2034	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
10	2035	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
11	2036	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
12	2037	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
13	2038	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
14	2039	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
15	2040	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
16	2041	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
17	2042	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
18	2043	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
19	2044	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
20	2045	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
21	2046	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
22	2047	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
23	2048	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
24	2049	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
25	2050	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
26	2051	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
27	2052	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
28	2053	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
29	2054	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
30	2055	$4,074,300	$3,055,725	$20,229	$6,004	$1,224	$27,457
30 Year TIF Total		**$122,229,000**	**$91,671,750**	**$525,951**	**$180,129**	**$36,714**	**$742,794**
30 Year TIF Average		**$4,074,300**	**$3,055,725**	**$17,531.71**	**$6,004.29**	**$1,223.80**	**$24,760**

City of Portland - TIF Model
15-19 Cedar Street/Avesta
CBL: 026-C014001
28-May-26
OAV as of 3/31/2026: $185,700

15-19 Cedar Street AHTIF Projection Table/City of Portland									
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	2026	$4,074,300	75.00%	$3,055,725	12.22	$37,340	$37,340	$0	$12,447
2	2027	$4,074,300	75.00%	$3,055,725	12.46	$38,087	$38,087	$0	$12,696
3	2028	$4,074,300	75.00%	$3,055,725	12.71	$38,848	$38,848	$0	$12,949
4	2029	$4,074,300	75.00%	$3,055,725	12.97	$39,625	$39,625	$0	$13,208
5	2030	$4,074,300	75.00%	$3,055,725	13.23	$40,418	$40,418	$0	$13,473
6	2031	$4,074,300	75.00%	$3,055,725	13.49	$41,226	$41,226	$0	$13,742
7	2032	$4,074,300	75.00%	$3,055,725	13.76	$42,051	$42,051	$0	$14,017
8	2033	$4,074,300	75.00%	$3,055,725	14.04	$42,892	$42,892	$0	$14,297
9	2034	$4,074,300	75.00%	$3,055,725	14.32	$43,749	$43,749	$0	$14,583
10	2035	$4,074,300	75.00%	$3,055,725	14.60	$44,624	$44,624	$0	$14,875
11	2036	$4,074,300	75.00%	$3,055,725	14.90	$45,517	$45,517	$0	$15,172
12	2037	$4,074,300	75.00%	$3,055,725	15.19	$46,427	$46,427	$0	$15,476
13	2038	$4,074,300	75.00%	$3,055,725	15.50	$47,356	$47,356	$0	$15,785
14	2039	$4,074,300	75.00%	$3,055,725	15.81	$48,303	$48,303	$0	$16,101
15	2040	$4,074,300	75.00%	$3,055,725	16.12	$49,269	$49,269	$0	$16,423
16	2041	$4,074,300	75.00%	$3,055,725	16.45	$50,254	$50,254	$0	$16,751
17	2042	$4,074,300	75.00%	$3,055,725	16.77	$51,259	$51,259	$0	$17,086
18	2043	$4,074,300	75.00%	$3,055,725	17.11	$52,285	$52,285	$0	$17,428
19	2044	$4,074,300	75.00%	$3,055,725	17.45	$53,330	$53,330	$0	$17,777
20	2045	$4,074,300	75.00%	$3,055,725	17.80	$54,397	$54,397	$0	$18,132
21	2046	$4,074,300	75.00%	$3,055,725	18.16	$55,485	$55,485	$0	$18,495
22	2047	$4,074,300	75.00%	$3,055,725	18.52	$56,595	$56,595	$0	$18,865
23	2048	$4,074,300	75.00%	$3,055,725	18.89	$57,726	$57,726	$0	$19,242
24	2049	$4,074,300	75.00%	$3,055,725	19.27	$58,881	$58,881	$0	$19,627
25	2050	$4,074,300	75.00%	$3,055,725	19.65	$60,059	$60,059	$0	$20,020
26	2051	$4,074,300	75.00%	$3,055,725	20.05	$61,260	$61,260	$0	$20,420
27	2052	$4,074,300	75.00%	$3,055,725	20.45	$62,485	$62,485	$0	$20,828
28	2053	$4,074,300	75.00%	$3,055,725	20.86	$63,735	$63,735	$0	$21,245
29	2054	$4,074,300	75.00%	$3,055,725	21.27	$65,009	$65,009	$0	$21,670
30	2055	$4,074,300	75.00%	$3,055,725	21.70	$66,310	$66,310	$0	$22,103
30 Year TIF Total		**$122,229,000**		**$91,671,750**		**$1,514,801**	**$1,514,801**	**$0**	**$504,934**
30 Year TIF Average		**$4,074,300**		**$3,055,725**		**$50,493.38**	**$50,493.38**		**$16,831.13**

City of Portland 2026 AHTIF Application

15 & 19 Cedar Street | – Project Schedule

Activity		Scheduled Date Month/Year
A. Site		
	Site Acquisition	8/22/2019
	Municipal Approval	June-Aug 2026
B. Financing		
	Construction Loan Commitment	7/1/2026
	Permanent Loan Commitment	7/1/2026
	Other Sources Commitment	7/1/2026
C. Plans and Specifications		
	50%	4/1/2027
	90%	6/1/2027
	100%	8/1/2027
D. Construction Loan Closing		9/1/2027
E. Construction Start		9/1/2027
F. Substantial Completion		11/1/2028
G. Completion of Construction		11/1/2028
H. Lease Up		
	Lease up Begins	12/1/2028
	Sustained 95% Occupancy	3/1/2029

AVESTA CEDAR STREET

15 & 19 CEDAR STREET
PORTLAND, MAINE

AVESTA
HOUSING

BH2M
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors

architecture invivid

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NO.	DATE	REVISION DESCRIPTION

BH2M
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors
380B Main Street
Gorham, Maine 04038
Tel. (207) 839-2771
www.bh2m.com

FOR
Avesta Housing
307 Cumberland Avenue
Portland, Maine

NEIGHBORHOOD OVERVIEW FIGURE

AVESTA CEDAR STREET

15 & 19 CEDAR STREET
PORTLAND, MAINE

DESIGNED	DATE
C. MacDonald	April 2025
DRAWN	SCALE
Staff	1" = 30'
CHECKED	JOB. NO.
C. MacDonald	24245

SHEET
FIGURE

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GRID NORTH

N/F
54 Chesnut Street
Portland, LLC
Book 35348, Page 290
Map 26, Block C, Lot 5

N/F
Portland Boys' Club Association
Book 1327, Page 122
Book 2606, Page 141
Book 2874, Page 61
Map 26, Block C, Lot 8

N/F
198 Oxford Street
Portland, LLC
Book 40427, Page 344
Map 26, Block C, Lot 3

N/F
200 Oxford Street Portland, LLC
Book 40427, Page 346
Map 26, Block C, Lot 2

LAND OF
BOYS & GIRLS CLUBS
OF SOUTHERN MAINE
Book 37891, Page 39
Map 26, Block C, Lots 14 & 15

N/F
Rebecca E. Brooks &
Adolphus B. Clinton
Book 35295, Page 78
Map 26, Block C, Lot 16

N/F
21 Cedar Street
Portland, LLC
Book 39893, Page 58
Map 26, Block C, Lot 13

9.01' (Plan Ref. A 8.93')
CIRF (PLS #2282) 0.2' A.G. (0.23' Off Corner)
CIRF (PLS #2282) 0.2' A.G. (Held)
N44°50'27"W 70.98' (Plan Ref. A 71.07')
S42°57'32"E 40.02' (Deed 37'±)
31.01' (Deed 22'±)
37.33' (Deed 37'4")
N44°04'05"W 112.63' (Held Plan Ref. B)
75.31' (Plan B 75.04')
PKNF (PLS #2273) (0.09' Off Corner)
53.53' (Plan Ref. A 53.42')
N48°23'27"E
S50°24'41"W 56.00'
CIRF (PLS #2282) 0.8' A.G. (Held)
N43°31'14"W 70.93' (Plan Ref. A 71.00')
35.50'
34.10'
1.33'
Fence Encroches By 2'±
Triangular "Strip" See Deed Book 285, Page 149
Boundary Line Per Plan Ref. A
Pavement Encroches By 3'±
65.16' (Deed 65')
N47°13'18"E
(Interior Lot Line) S50°16'42"W 118.57' (Plan B 118.45')
S50°15'42"W 118.98' (Plan B 118.87')
S44°04'14"E 18.50'
PKNF (PLS #2273) (Held)
S45°55'46"W 1.00'
S44°04'14"E 81.43' To CIRF (PLS #2273) 0.3' B.G. (Held)
SMF "M" In Cover (Held)
35.50' (Held Deed)
35.58' (Deed 35.5')
PKNF (Held For Side Line) (0.11' into R.O.W.)
36.13' (Deed 36'±)
37.33' (Deed 37'4")
N43°26'09"W 319.33'
174.85' To SMF "M" In Cover (Held)

← To Oxford Street

CEDAR STREET (33' R.O.W. Per Plan Ref. C)

To Cumberland Avenue →

LEGEND

SYMBOL	DESCRIPTION
⊡ SMF	STONE MONUMENT FOUND
○ IPF/IRF	IRON PIPE/IRON ROD FOUND
○ CIRF	CAPPED IRON ROD FOUND
◉	5/8" IRON ROD W/ CAP TO BE SET
◑ PKNF	PK NAIL FOUND
○	UTILITY POLE
	PROPERTY LINE
	ABUTTER PROPERTY LINE
	EDGE OF PAVEMENT
	EXISTING STOCKADE FENCE
	EXISTING CHAINLINK FENCE
A.G./B.G.	ABOVE GROUND/BELOW GROUND
N/F	NOW OR FORMERLY

Scale: 1" = 10'
10' 0 10' 20'

NOTES:

1. OWNER: BOYS AND GIRLS CLUBS OF SOUTHERN MAINE PO BOX 7830 PORTLAND, MAINE 04112
2. SURVEYOR: ROBERT C. LIBBY JR. PLS #2190 BH2M 380B MAIN STREET GORHAM, MAINE 04038
3. DEED REFERENCE: BOOK 37891, PAGE 39
4. TAX MAP REFERENCE: MAP 26, LOTS 14 & 15
5. AREA OF PARCEL: 8,978 S.F. (0.206 ACRES)
6. PLAN REFERENCES:
   A. "PLAN SHOWING EXISTING CONDITIONS SURVEY LAND OF 200 OXFORD STREET, LLC", DATED 10-31-2023, BY MAIN-LAND DEVELOPMENT CONSULTANTS, LLC, UNRECORDED.
   B. "PLAN OF BOUNDARY AND EXISTING CONDITIONS SURVEY 15 & 19 CEDAR ST & 277 CUMBERLAND AVENUE", DATED 01/11/2022. FOR BOYS AND GIRLS CLUB OF SOUTHERN MAINE, BY TITCOMB ASSOCIATES, UNRECORDED.
   C. CITY BLUE PRINTS "OXFORD STREET" SHEET NO. 2, PROVIDED BY THE CITY OF PORTLAND ENGINEERING ARCHIVES.

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:

1. NO SURVEYORS REPORT

STATE OF MAINE ROBERT C. LIBBY JR. 2190 REGISTERED PROFESSIONAL LAND SURVEYOR

ROBERT C. LIBBY JR. PLS #2190

NO.	DATE	REVISION DESCRIPTION

BH2M
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors
380B Main Street Gorham, Maine 04038
Tel. (207) 839-2771 Fax (207) 839-8250

FOR
Avesta Housing
307 Cumberland Avenue
Portland, Maine 04101

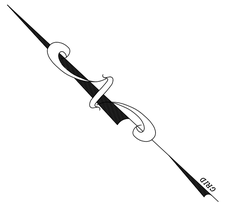
STANDARD BOUNDARY SURVEY PLAN

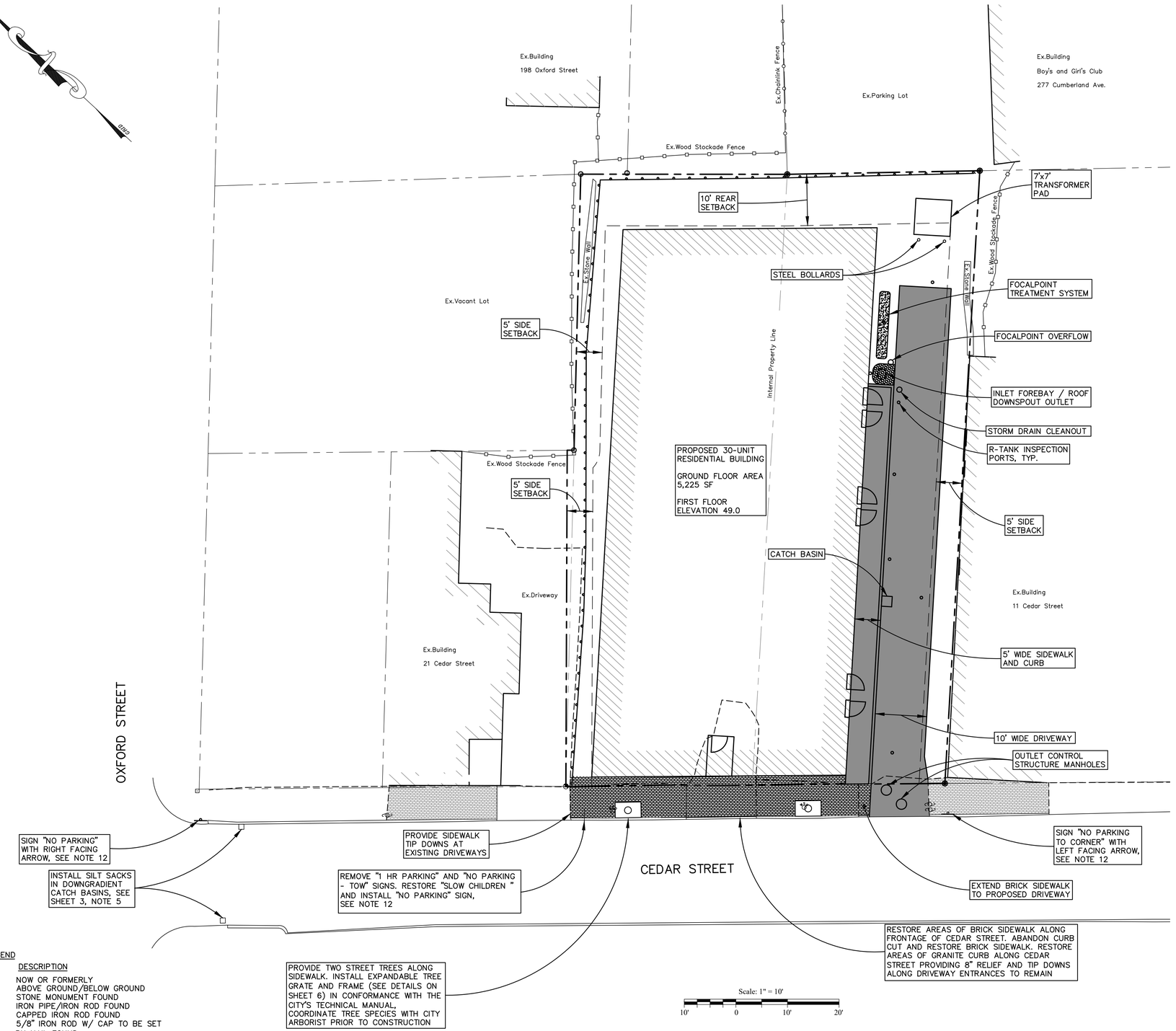
LAND OF
BOYS AND GIRLS CLUB OF SOUTHERN MAINE
19 CEDAR STREET
PORTLAND, MAINE 04101

DESIGNED	DATE
I. Schleh	Jan. 2026
DRAWN	SCALE
I. Schleh	1" = 10'
CHECKED	JOB. NO.
R. Libby, Jr.	24245

SHEET
1

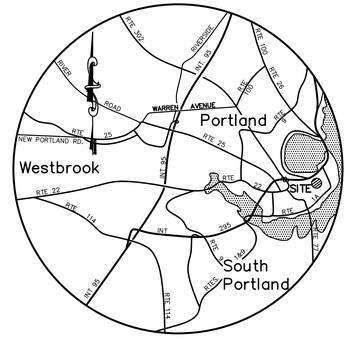
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LEGEND

SYMBOL	DESCRIPTION
N/F	NOW OR FORMERLY
A.G./B.G.	ABOVE GROUND/BELOW GROUND
SMF	STONE MONUMENT FOUND
IPF/IRF	IRON PIPE/IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
	5/8" IRON ROD W/ CAP TO BE SET
PKNF	PK NAIL FOUND
	UTILITY POLE
	PROPERTY LINE
	ABUTTER PROPERTY LINE
	EDGE OF PAVEMENT
	EXISTING STOCKADE FENCE
	EXISTING CHAINLINK FENCE
	SETBACKS



LOCATION MAP
SCALE: 1" = 2 MILES

NOTES:

1. OWNER: BOYS AND GIRLS CLUBS OF SOUTHERN MAINE, PO BOX 7830, PORTLAND, MAINE
2. APPLICANT: AVESTA HOUSING, 307 CUMBERLAND AVENUE, PORTLAND, MAINE
3. ENGINEER: CHRISTOPHER R. MacDONALD., PE #11985, BH2M, 380B MAIN STREET, GORHAM, MAINE
4. SURVEYOR: ROBERT C. LIBBY JR., PLS #2190, BH2M
5. DEED REFERENCE: BOOK 37891, PAGE 39
6. TAX MAP REFERENCE: MAP 26, LOTS 14 & 15
7. TOTAL PARCEL AREA: 8,978 S.F. (0.206 ACRES)
8. ZONING: NEIGHBORHOOD RESIDENTIAL (RN-4)
9. ZONING REQUIREMENTS: MIN. LOT AREA MULTI FAMILY - 725 SF/UNIT
   AFFORDABLE HOUSING DENSITY BONUS - 2.5X
   BASE ZONE UNITS - 12.4 UNITS
   2.5 x DENSITY - 30.9 UNITS ALLOWABLE
   30 UNITS PROPOSED

   MIN. FRONTAGE - 20'
   FRONTAGE PROPOSED - 73.46'

   MIN. FRONT SETBACK - AVERAGE OF ADJACENT YARDS MINUS 5' (EXISTING BUILDING ON ROW, ZERO SETBACK)
   FRONT SETBACK PROPOSED - 1.75'

   MIN. SIDE SETBACK - 5'
   PROPOSED MIN. SIDE SETBACK - 5'

   MIN. REAR SETBACK - 10'
   PROPOSED MIN. REAR SETBACK - 10.67'

   MAX BUILDING HEIGHT - 55' PER "PORTLAND, ME HEIGHT MAP" CITY CODE CHAPTER 14 SECTION 7
   PROPOSED BUILDING HEIGHT - 54.92'

   MAX. LOT COVERAGE - 60%
   PROPOSED LOT COVERAGE - 58%

   MIN. LANDSCAPE OPEN SPACE RATIO - 20%
   PROPOSED LANDSCAPE OPEN SPACE - 25%
10. PLAN REFERENCE: A) "EXISTING CONDITIONS BOUNDARY SURVEY, LAND OF BOYS AND GIRLS CLUB OF SOUTHERN MAINE, 19 CEDAR STREET, PORTLAND, MAINE 04101", FOR AVESTA HOUSING, BY BH2M, DATED MARCH 2026.
11. EXISTING PUBLIC AND PRIVATE UTILITY AND UNDERGROUND LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE, AND ALL UTILITIES AND PIPES ARE NOT NECESSARILY SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN FIELD THE LOCATIONS OF UTILITIES SHOWN, AND FOR INVESTIGATING AND IDENTIFYING THE EXISTENCE AND LOCATIONS OF ANY ADDITIONAL PUBLIC AND PRIVATE UTILITIES NOT SHOWN ON THE PLANS, BEFORE COMMENCING ANY EXCAVATIONS, AND SHALL BE RESPONSIBLE FOR REPAIRING ALL UTILITIES AND PIPES, BOTH PUBLIC AND PRIVATE, WHETHER SHOWN ON PLANS OR NOT, THAT ARE DISTURBED DURING CONSTRUCTION. ALL COSTS INCURRED IN INVESTIGATING AND REPAIRING SAID UTILITIES SHALL BE BORNE BY THE CONTRACTOR, AND SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE WORK PAID FOR UNDER THE APPLICABLE LUMP SUM AND UNIT PRICES IN THE CONTRACT. UTILITIES INCLUDE BUT ARE NOT LIMITED TO ELECTRIC, TELEPHONE, NATURAL GAS, WATER, SEWER AND STORM DRAINAGE. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIG SAFE.
12. PER DISCUSSIONS WITH CITY OF PORTLAND FIRE DEPARTMENT, ON STREET PARKING TO BE ELIMINATED FROM THE EASTERN EXTENTS OF PROPOSED PROJECT TO THE INTERSECTION OF OXFORD AND CEDAR STREETS TO PROVIDE ADEQUATE STAGING AND PARKING AREA FOR EMERGENCY RESPONSE.
13. A CONSTRUCTION MANAGEMENT PLAN MUST BE DEVELOPED BY THE CONTRACTOR IN COMPLIANCE WITH THE CITY'S CONSTRUCTION MANAGEMENT TEMPLATE AND APPROVED BY THE CITY OF PORTLAND PRIOR TO CONSTRUCTION. THE MANAGEMENT PLAN SHALL INCLUDE PEDESTRIAN AND TRAFFIC MANAGEMENT, STOCKPILE AND STAGING LOCATIONS, CONTRACTOR PARKING, CONSTRUCTION SCHEDULE, AND OTHER REQUIREMENTS OF THE CITY OF PORTLAND.

NO.	DATE	REVISION DESCRIPTION
1	3/26/26	Initial City of Portland Major Site Plan Application

BH2M
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors
380B Main Street
Gorham, Maine 04038
Tel. (207) 839-2771
www.bh2m.com

FOR
Avesta Housing
307 Cumberland Avenue
Portland, Maine 04101

SITE PLAN
AVESTA CEDAR STREET
15 & 19 CEDAR STREET
PORTLAND, MAINE

DESIGNED	DATE
C. MacDonald	January 2026
DRAWN	SCALE
Dept.	1" = 10'
CHECKED	JOB. NO.
C. MacDonald	24245

SHEET
2

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Zoning : RN4
Land Area: 8,879 sf
Lot area per dwelling unit (MIN 725 sf): 8,879 / 725 = 12 Units allowed

Using the density bonuses listed in table 17-B we should be allowed:

10-19% low-income or workforce units (1.1 X base): 13 units
20-29% low-income or workforce units (1.25 X base): 15 units
30-49% low-income or workforce units (1.3 X base): 15 Units
50-74% low-income or workforce units (2.5 X base): 30 Units
>75% low-income or workforce units (2.5 X base): 30 units

Setback

Front: Average of adjacent front yards minus 5 ft	(1' 8"	Provided)
Right Side: 5 ft	(20' 0"	Provided)
Left Side: 5 ft	(5' 1"	Provided)
Rear: 10 ft	(10' 1"	Provided)

Structure Height: 55 ft MAX (Overlay Map)	(54' 11"	Provided)
Lot Coverage: 60% = 5,226 sf	(59%: 5,226 gsf	Provided)
Landscaped open space ratio : 20% = 1775.79 sf		

GROSS BUILDING AREA	
LEVEL	GSF
1ST FLOOR	5183 SF
2ND FLOOR	5226 SF
3RD FLOOR	5226 SF
4TH FLOOR	5226 SF
5TH FLOOR	5226 SF
TOTAL	26086 SF

UNIT COUNT	
UNIT	COUNT
1 BED	26
2 BED	4
TOTAL	30



CEDAR ST

1 1ST FLOOR
3/16" = 1'-0"

architecture invivid
631 Stevens Ave Ste #200
Portland, ME 04103
207 - 939 - 7602

Project:
15 CEDAR ST

15 & 19 CEDAR STREET

Owner/Client:
INPUT CLIENT

Consultant:

Revisions:

Key Plan:

FLOOR PLAN - 1ST

Scale: 3/16" = 1'-0"
02/13/2026

A1.00



1 | 2ND FLOOR
3/16" = 1'-0"

architecture invivid
631 Stevens Ave Ste #200
Portland, ME 04103
207 - 939 - 7602

Project:

15 CEDAR ST

15 & 19 CEDAR STREET

Owner/Client:

INPUT CLIENT

Consultant:

Revisions:

Key Plan:

FLOOR PLAN - UPPER FLOOR

Scale: 3/16" = 1'-0"

02/13/2026

A1.01



architecture invivid
631 Stevens Ave Ste #200
Portland, ME 04103
207 - 939 - 7602

Project:

15 CEDAR ST

15 & 19 CEDAR STREET

Owner/Client:

INPUT CLIENT

Consultant:

Revisions:

Key Plan:

EXTERIOR RENDERING

Scale:

02/13/2026

A0.03



architecture invivid
631 Stevens Ave Ste #200
Portland, ME 04103
207 - 939 - 7602

Project:

15 CEDAR ST

15 & 19 CEDAR STREET

Owner/Client:

INPUT CLIENT

Consultant:

Revisions:

Key Plan:

EXTERIOR RENDERING

Scale:

02/13/2026

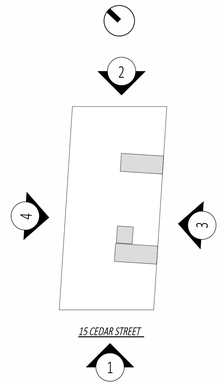
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MATERIAL SCHEDULE					
TAG/TYPE	DESCRIPTION	MANUFACTURER	PRODUCT	COLOR	REMARKS
1	BRICK			GREY	
2	SIDING			GREY	
3	SIDING			RED	
4	CONCRETE FOUNDATION				
5	PRECAST				
6	BORAL TRIM			BLACK	PAINTED
7	BORAL TRIM			RED	PAINTED
8	BORAL TRIM			GREY	PAINTED

LIGHTING FIXTURE SCHEDULE - BASE							
TYPE MARK	IMAGE	DESCRIPTION	MANUFACTURER	STYLE	FINISH	LAMPING	COMMENTS
L1		RECESSED DOWNLIGHT			BLACK		
L2		BARN LIGHT OUTDOOR WALL MOUNT			BLACK		
L3		CYLINDER WALL MOUNT			BLACK		
L4		INDUSTRIAL STYLE WALL MOUNT			BLACK		

GENERAL NOTES

1. AVERAGE GRADE BY DEFINITION: GRADE TAKEN AT THE FOUR (4) BUILDING CORNERS DIVIDED BY FOUR (4) - REAR RIGHT 47' + REAR LEFT 45' + FRONT RIGHT 48'-6" + FRONT LEFT 0.0'= 46' /4 =46'-7 1/2" AVG. GRADE
2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT FROM AVERAGE GRADE TO HIGHEST POINT OF THE ROOF BEAMS =54'-11"





4 ELEVATION COLOR - WEST
1/8" = 1'-0"



2 ELEVATION - NORTH
1/8" = 1'-0"



3 ELEVATION - EAST
1/8" = 1'-0"



1 ELEVATION - SOUTH
1/8" = 1'-0"

architecture invivid
631 Stevens Ave Ste #200
Portland, ME 04103
207 - 939 - 7602

Project:

15 CEDAR ST

15 & 19 CEDAR STREET

Owner/Client:

INPUT CLIENT

Consultant:

Revisions:

Key Plan:

EXTERIOR ELEVATIONS - COLOR

Scale: As indicated

02/13/2026

A2.01

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: May 30, 2026

SUBJECT: Order 261-25/26 Approving Dashaway Commons 15-19 Cedar Street Affordable Housing Credit Enhancement Agreement with Avesta 15-19 Cedar LP - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item. Due to the tight timeline, HEDC was unable to review it prior to the first reading on June 15, 2026 but will review it prior to the second reading on July 20, 2026.

(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 6/15/2026 **Final Action 7/20/2026**

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 14, 2026 in order for the developer to apply for Low-Income Housing Tax Credits. In addition, a ten-day public notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City: This involves a Credit Enhancement Agreement (CEA) which will be finalized at Construction Loan Closing (CLC) for the project. This document uses a template that has previously been reviewed by Corporation Counsel, and Corporation Counsel will review the final CEA during the CLC process.

PRESENTATION: Heidi McCarthy is available for questions and a brief presentation.

I. SUMMARY

This is a companion order to "Designating the Dashaway Commons 15-19 Cedar Street Affordable Housing Development District and Tax Incremement Financing District and Adopting the Municipal Development Program for the District".

II. AGENDA DESCRIPTION

Due to the timeline for submission to MaineHousing and the summer City Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

This is a companion order to the order above.

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 companion item

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item.

VIII. LIST ATTACHMENTS

1. Order - Approving the Dashaway Commons CEA
2. CEA 15-19 Cedar 6.4.26

Prepared by:
Mary Davis, Division Director
Date: 05/30/2026

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 DASHAWAY COMMONS 15-19 CEDAR STREET AFFORDABLE HOUSING CREDIT ENHANCEMENT AGREEMENT WITH AVESTA 15-19 CEDAR LP

ORDERED, the credit enhancement agreement with a 30-year term and 75% captured revenue rate between the City of Portland and Avesta Oxford Street LP, related to the Dashaway Commons 15-19 Cedar Street Affordable Housing and Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is authorized to sign the agreement in substantially the same form attached hereto 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

AVESTA 15-19 CEDAR LP

DATED: _____ ____, 202_

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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 _____, 202_ (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 Avesta 15-19 Cedar LP, a Maine Limited Partnership (the "Developer").

WITNESSETH THAT

WHEREAS, the City designated the ***Dashaway Commons 15-19 Cedar Street Affordable Housing Development and Tax Increment Financing District*** (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes by action of the City Council at a meeting of the City Council held on _____, 2026, Order XX 26/27 (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 ("MaineHousing") 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 One Hundred Eighty-Five Seven Hundred Dollars ($185,700), which is the taxable assessed real property value of the District as of March 31, 2027 (April 1, 2026).

"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 thirty (30) unit affordable rental housing project to be named Dashaway Commons 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 "Dashaway Commons 15-19 Cedar 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 (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 or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer 's share of the Tax Increment Revenues for the year concerned and deposited into the Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer 's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) On a monthly 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 the 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 issues 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, 2061 (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 approval of the City's designation of the District and adoption of the Development Program, approving the Term as established herein. Upon receipt of such approval, and execution and delivery of this Agreement, 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 close on construction financing for the Project by June 30, 2030.

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:

Avesta 15-19 Cedar LP
c/o Avesta Housing Development Corporation
307 Cumberland Ave
Portland, Maine 04101-4920

With a copy to:

Curtis Thaxter
One Canel Plaza, Suite 1000
Portland, ME 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 _____, 2026

WITNESS:

_____

AVESTA 15-19 CEDAR LP
By: White Birch Housing Corporation
Its: General Partner

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: May 30, 2026

SUBJECT: Order 262-25/26 Approving an Amendment to the 42 Atlantic Street Affordable Housing Development and Tax Increment Financing District - Sponsored by Housing & Economic Development Committee, Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item. Due to the tight timeline, HEDC was unable to review it prior to the first reading on June 15, 2026 but will review it prior to the second reading on July 20, 2026.

(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 6/15/2026 **Final Action 7/20/2026**

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 14, 2026 in order for the developer to apply for Low-Income Housing Tax Credits. In addition, a ten-day public notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City: This involves a Declaration of Covenants and a Credit Enhancement Agreement (CEA) which will be finalized at Construction Loan Closing (CLC) for the project. This document uses a template that has previously been reviewed by Corporation Counsel, and Corporation Counsel will review the final CEA and Declaration of Covenants during the CLC process. These documents were reviewed by City Council when the district was approved in 2024. The only changes to these documents will be to the term.

PRESENTATION: Heidi McCarthy will be available at the second reading for questions if needed.

I. SUMMARY

Atlantic Affordable Apartments, LP, requests an amendment to the AHTIF term to align with recent legislation and allow the project to utilize revenues for the full thirty years.

II. AGENDA DESCRIPTION

Due to the timeline for submission to MaineHousing and the summer Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

The 42 Atlantic Street Affordable Housing Tax-Increment Financing (AHTIF) District was approved on August 19, 2024. Since then, the project has been stalled due to circumstances beyond the developer's control.

Since the project was approved, the Maine State Legislature passed LD 1783, which allowed TIF districts to start upon certificate of occupancy, provided that date is within five years of approval, with the term of captured valuation remaining the same. This allows for projects to begin the thirty-year term after it is built, thereby capturing the full amount of revenue realized by the increased value of the property. Previously, if a project was approved in 2024, the 30-year term would start in 2024, regardless of when the building was completed, resulting in fewer years of captured value. All Affordable Housing TIF districts approved after

September 2025 contain the new provisions. If this amendment is approved, the district term for 42 Atlantic Street would still begin in 2024 but would end thirty years after the certificate of occupancy or 35 years after 2024, whichever is sooner. The developer is requesting amending the AHTIF term to align with recent legislation and allow the project to utilize revenues for the full thirty-year term.

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

III. BACKGROUND

42 Atlantic Street, which was approved in 2024, has requested to amend the term of the TIF district to incorporate legislation passed in 2025 that allows for a delayed start to the 30-year term. Although it was approved nearly two years ago, the project has seen delays due to legal challenges. This has been resolved, and the project is ready to proceed.

In addition, on Monday, April 6, 2026, the *Affordable Housing Development and Tax Increment Financing Application* was released. Applicants requiring a conditional commitment or reservation of funds as part of other financing applications (e.g. 9% LIHTC) were given a May 4th, 2026 submission deadline. The *Application* made available a total of $2,263,705 for affordable housing development ($274,344 in HOME, $1,989,361 in Jill C. Duson Housing Trust Funds).

In response, the City received two requests for the creation of an Affordable Housing District and Credit Enhancement Agreement:

- Oxford Street Apartments (207 Oxford St): 56% TIF, 30 years;
- 15-19 Cedar St: 75% TIF, 30 years;

All three projects (42 Atlantic, Oxford Street Apartments, 15-19 Cedar Street) will be applying for the MaineHousing Low Income Housing Tax Credits (LIHTC) Program. This program awards a maximum of 3 points to projects that receive a Credit Enhancement Agreement. The City's TIF Policy allows for terms up to 75% over 30 years. This provision was adopted in part to support Portland affordable housing projects through the LIHTC process, which awards maximum points for a 75%, 30 year TIF. The process is very competitive, and often there is only a 1 or 2 point difference separating projects which receive tax credits and projects which do not. The LIHTC program application also requires that TIF applications be submitted to MaineHousing (the entity identified by state statute to review and approve TIF applications) 30 calendar days before the LIHTC application is due.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Accelerate Housing Production and Strengthen Affordability Protections

V. FINANCIAL IMPACT

There is no additional financial impact to the City.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends approval of the term date amendment for the Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement for this project.

VII. RECOMMENDATION

The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item.

VIII. LIST ATTACHMENTS

1. Order - Approving Amendment to 42 Atlantic TIF
2. Narrative 42 Atlantic Street draft 5.29.26
3. Dev Prog draft 5.29.26
4. Dec of Covenants draft 5.29.26
5. 03 Att 4 Ex H City Council Orders 42 Atlantic

Prepared by:
Mary Davis, Division Director
Date: 05/30/2026

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)

APPROVING AN AMENDMENT TO THE 42 ATLANTIC STREET AFFORDABLE HOUSING DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT

ORDERED, that the 42 Atlantic Street Affordable Housing Development and Tax Increment Financing District at 42 Atlantic Street is hereby amended as set forth in the forms attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said Amendment in substantially the form attached hereto and any other related documents necessary or convenient to carry out the intent of said Amendment and this Order.

EXHIBIT J DISTRICT NARRATIVE

DISTRICT AND DEVELOPMENT PROGRAM DESCRIPTION

42 ATLANTIC STREET AFFORDABLE HOUSING DEVELOPMENT AND TIF DISTRICT

The information contained in this Narrative is intended to be part of the Development Program

District Description/Residential Use

LB Development Partners LLC is proposes to demolish the former American Legion building located at 42 Atlantic Street and then construct a four-story building with 30 rental units of low income housing. The building would contain 14 studio, 8 two-bedroom, and 8 three-bedroom apartments. Of the 30 units, 12 would be reserved for households earning at or below 60% of the area median income, and 18 of those units affordable to households at or below 50% of the area median income. Three units would be set aside for individuals or families residing in a Portland shelter, and three units would be set aside for households with special needs (i.e. domestic violence survivors, individuals with mental health diagnosis). The building will also include a laundry rooms, community room, bicycle maintenance room, and tenant storage room. Preservation Management, Inc. (PMI) will serve as the Management Agent. LB Development Partners LLC is talking with two area non-profits about a partnership to assist tenants with special needs. The project will also comply with the City's Green Building Ordinance and the accessibility requirements of the Fair Housing Act and the Maine Human Rights Act for multi-family housing.

District Acreage

The total municipal acreage is 13,785.6 acres; the total area of the proposed AHTIF Districts would be approximately .23 acres and thus such area represents less than 2% (or 0.0016684%) of the total acreage of the City. The total area of the proposed AHTIF Districts (.23) and the total area of all development districts in the City (889.0787) totals 889.3087 acres which is approximately 6.4509% (889.3087/13,785.6) of total municipal acreage of the City. The 889.0787 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 889.3087 acres is 443.1399 acres, which is 3.215% (443.1399/13,785.6) of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts and the proposed AHTIF Districts is 36.27 acres or 0.2631% of the total acreage of the City (36.27/13,785.6) and does not exceed 5% of the total acreage of the City.

Original Assessed Value of District

The Original Assessed Value of the proposed Affordable Housing TIF District ($681,200.00) combined with the Original Assessed Value of all existing Affordable Housing TIF Districts within the City totals $4,961,161. The taxable property value as of the April 1st before MaineHousing approval (4/1/2023) equals $14,872,866,446. As the aggregate OAV as a percent of taxable value is 0.0333%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District.

Development Program Start and End Dates

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, 2059 (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 an amendment to MSHA's August 29, 2024 approval of the City's designation of the District and adoption of the Development Program, approving the Term as established herein. 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, 2029.

Identified Housing Needs in the Municipality

The Atlantic Street Apartments project also 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."

Primary Residential Development

The proposed development is for residential use. The building will contain apartments, and accessory residential uses. 100% of the site acreage (0.23 acres) will be used for residential or accessory uses to residential.

42 Atlantic Street would contain several uses related to the residential use. The building would also include a laundry room, community room, bicycle storage room, and tenant storage room.

Affordable Housing

This project will provide new construction of thirty units of affordable rental housing. Approximately sixty percent (or 18) of the units would be reserved for households earning 50% of area median income (AMI) or less, and forty percent (or 12) of the units would be reserved for households earning 60% of area median income (AMI) or less. The zoning for the project assures that this number of units and this affordability objective will be met.

Mechanism to Ensure Ongoing Affordability

The development within the district will remain affordable for 30 years. A Declaration of Covenants and Restrictions (see Attachment 3.2) requiring income affordability will be recorded in the Cumberland County Registry of Deeds. Ongoing rental restrictions and program requirements by MaineHousing would last a minimum of 45 years. There would be continued oversight and involvement by City of Portland and MaineHousing.

Operation of Housing and Facilities in the District

Preservation Management (PMI) would serve as the Management Agent at 42 Atlantic Street.

Specific Uses of TIF Revenue

Revenue from the Affordable Housing Tax Increment District (AHTIF) would be used to reduce operating costs at 42 Atlantic Street, such as maintenance and utilities. The funds received over the lifetime of the AHTIF would support the project in providing new, high quality, affordable apartments. Without these funds, the development of 30 apartments serving a broad cross-section of Portland residents 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 of district?	Resulting public benefit
Project Operating Costs	Annually	$44,852	$203,908	Within	Affordable rental housing units
Total Costs		$44,852	$203,908		

Financial Plan for Each Year the Development will be in Effect

42 Atlantic Street proposes that 18 units (i.e. 60%) will be affordable to households at 50% AMI, and 12 units (i.e. 40%) will be affordable to households at 60% AMI.

Attachment 9 outlines the estimate of increased assessed value of the district and a calculation of estimated tax shifts showing the effect on the City of Portland's state revenue sharing, education subsidies, and county taxes resulting from creation of the district and the capture of increased assessed value. The development will be financed with a combination of local, state and federal funding including low income housing tax credits. The estimated combined total development cost for the apartment building is $12,998,355. Approximately $7,379,362 would be funded through syndication of the tax credits, $1,486,712 through permanent must pay financing debt with Maine State Housing Authority, and $4,132,281 through Maine Housing interest bearing loan. An itemized development budget showing all sources and uses of funds for development is included in Attachment 9.

Estimated total tax increment revenues $549,185
Total annual revenue sharing tax shift $3,154
Total annual education subsidy tax shift $14,156
Total annual county tax shift $996

Allocation of Total Tax Increment Revenue from the District

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 75% of the Increased Assessed Value. Accordingly, seventy-five percent (75%) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

Relocation Plan

The former American Legion building is vacant and has been vacant prior to LB Atlantic LLC's purchase of the property. As a result, there is no need for a relocation plan.

Description of Environmental Controls to be applied

This project is committed to following all local and state laws and regulations. Locally, the project was approved by the planning board during a public hearing held on July 30, 2024. The project is subject to the Site Plan and Subdivision Ordinance of the Land Use Code. 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.

Development Program Consistent with Comprehensive Planning

Date of the comprehensive plan final adoption: August 8, 2017
Is the proposed development consistent with the plan? Yes
Does the development program comply with Maine law limiting growth-related capital investments (30- A MRSA §4349-A)? Yes
Is the district in conflict with the municipal charter? No

List of Attachments
Attachment 1 – Newspaper Notice; photocopy showing the public notice and the newspaper name and date
Attachment 2 – Public Hearing Record; a certified copy of the meeting minutes is attached.
Attachment 3 – Additional Documents
3-1 Documentation of Municipal consideration of (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents (ii) any claim by a party that the district or development is detrimental to that party's property interests for which substantial evidence is produced, and whether adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.
3-2 Declaration of Covenants, Conditions and Restrictions
Attachment 4 – Municipal Approval; certified copy of Orders 38- 24/25 and 39-24/25
Attachment 5 – District Map
Attachment 6 – Certification of Original Assessed Value of District
Attachment 7 – Development Program
Attachment 8 – Credit Enhancement Agreement
Attachment 9 – Financial Plans; estimated allocation

CITY OF PORTLAND

42 ATLANTIC STREET AFFORDABLE HOUSING DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT

DEVELOPMENT PROGRAM

Date: , 2024, as amended on _____ _____, 2026.

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Exhibit J District Narrative

42 Atlantic 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 42 Atlantic Street in Portland. The area includes approximately .23 acre located on Tax Map 16, Block F, Lot 1 at 42 Atlantic Street in the R6 zone. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. Seventy-five percent (75%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland ("the City"), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the 42 Atlantic 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 LB Atlantic LLC, its successors and assigns (the "Developer"). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E (the "Credit Enhancement Agreement") from the District available to the Developer pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the "Tax Increment") resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of and loans to the Developer, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer's Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. The Capital Project at 42 Atlantic Street involves the construction of a building on approximately .23 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 60% of the median income for the area as defined by the United States Department of Housing

and Urban Development. This project will demolish the former American Legion building to construct a four-story building which would contain a total of 30 (thirty) units of rental housing with 12 (twelve) of those units affordable to households at or below 60% of the area median income, and 18 (eighteen) of those units affordable to households at or below 50% of the area median income. The zoning for the project assures that this number of units and this affordability objective will be met.

The 42 Atlantic Street project is projected to have a total local increased assessed valuation at build out of approximately $3,008,800 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 $44,273 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 $44,273 (as set forth in Exhibit A). Developer's Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at 42 Atlantic Street. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. The former American Legion building is vacant and has been vacant prior to LB Atlantic LLC's purchase of the property. 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. Preservation Management, Inc., its successor or assigns, will as property manager operate the improvements constructed and owned by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of

Portland which includes the City's Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration.

The 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, 2059 (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 an amendment to MSHA's August 29, 2024 approval of the City's designation of the District and adoption of the Development Program, approving the Term as established herein. 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, 2029.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total municipal acreage is 13,785.6 acres; the total area of the proposed AHTIF Districts would be approximately .23 acres and thus such area represents less than 2% (or 0.0016684%) of the total acreage of the City. The total area of the proposed AHTIF Districts (.23) and the total area of all development districts in the City (889.0787) totals 889.3087 acres which is approximately 6.4509% (889.3087/13,785.6) of total municipal acreage of the City. The 889.0787 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 889.3087 acres is 443.1399 acres, which is 3.215% (443.1399/13,785.6) of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts and the proposed AHTIF Districts is 36.27 acres or 0.2631% of the total acreage of the City (36.27/13,785.6) and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF Districts ($681,200) combined with the Original Assessed Value of all existing Affordable Housing TIF Districts within the City totals $4,961,161. The taxable property value as of the April 1st before MaineHousing approval (4/1/2023) equals $14,872,866,446. As the aggregate OAV as a percent of taxable value is 0.0333%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 100% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the 42 Atlantic Street Affordable Housing Development Tax Increment Financing District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the

assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of the end of the City's Fiscal Year 2024, which was March 31, 2024. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75% (seventy-five percent). Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement, which will be the entire amount of the 75% (seventy-five percent) of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following

implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 75% (seventy-five percent) of the Increased Assessed Value. Accordingly, 75% (seventy-five percent) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement 75% (seventy-five percent) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The 42 Atlantic 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 $14.70/$1,000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered' in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on August 8, 2024, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on August 19, 2024. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Before amending the District, a public hearing was held on July 20, 2026 and noticed on July 10, 2026, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on August 19, 2024. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on August 19, 2024 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: _____

_____
Danielle P. West, City Manager,
City of Portland, ME

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the 42 Atlantic Street Affordable Housing Development and Tax Increment Financing District

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is entered into by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 ("City") and **Atlantic Affordable Partners LP**, a Maine Limited Partnership with a mailing address of, PO Box 10452, Portland, Maine 04104 (Developer").

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the "AHTIF") for project operating costs associated with the development of thirty (30) units of rental housing located at 42 Atlantic Street, Portland, Maine (the "Development"); and

WHEREAS the Developer acknowledges City's resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer's agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration will be thirty Tax Years (as that term is defined below) and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (i) March 31, 2059 (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 Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.

3. **Covenants**. Developer hereby covenants and represents to the City as follows:

    a. **Development**. The Development shall consist of the land described in Exhibit A attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of thirty (30) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.

    b. **Use**. The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.

    c. **Low Income Units**. For a period of thirty (30) years at least thirty (30) of the units will be occupied by households with incomes at or below sixty percent (60%) of the area median income, (referred to as the "Low Income Units").

        i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, ("Section 42") and income limits shall be adjusted for family size.

        ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the "Determination").

        iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household's income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent Determination, if after such Determination, but before the next

Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

d. **Rent Restrictions**. For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth ($1/12^{th}$) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

i. For a unit without a separate bedroom, one individual.
ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

e. **Discrimination Prohibited**. Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.

4. **Compliance**. Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.

5. **Income Certifications/Leases**. Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request

for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine State Housing Authority shall be deemed approved by City.

6. **Real Estate Taxes**. Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.

7. **Records**. Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.

8. **Violation**. Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.

9. **Indemnification**. Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications**. This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.

11. **Severability**. The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

12. **Successors and Assigns**. This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.

13. **Governing Law**. This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.

14. **Notices**. Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.

15. **Intercreditor**. This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine State Housing Authority, the City of Portland, _____, and _____[**construction lender and any other entities providing financing will also be parties**] dated _____, _____ to be recorded in the Cumberland County Registry of Deeds herewith.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____ ___,202___.

CITY OF PORTLAND, ME

_____ By:_____
Witness Danielle P. West
Its: City Manager

State of Maine
Cumberland, ss. _____, 202__

Personally appeared the above named Danielle P. West, City Manager to the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

_____
Notary Public/Attorney-at-Law

_____
(Print or type name)

Signature page follows.

Atlantic Affordable Apartments LP
By: LB Atlantic LLC
Its: General Partner

_____
Witness

By: _____
Name: Daniel Black
Its: Manager

State of Maine
Cumberland, ss.

_____ ___, 202__

Personally appeared the above named Daniel Black, Manager of LB Atlantic LLC, General Partner of Atlantic Affordable Apartments LP and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited partnership and limited liability company.

Before me,

_____
Notary Public/Attorney-at-Law

_____
(Print or type name)

EXHIBIT A

A TRUE COPY
ATTEST: Abbey Lovstad
Abbey Lovstad, Deputy City Clerk
Portland, Maine
DATE August 20, 2024

Order 38-24/25
Passage: 7-0 as an emergency on 8/19/2024 (Councilor Fournier & Pelletier absent)
Motion to waive second reading on 8/19/2024. Passage 7-0 (Councilor Fournier & Pelletier absent)

Effective 8/19/2024

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 DESIGNATING 42 ATLANTIC STREET AN AFFORDABLE HOUSING DEVELOPMENT DISTRICT AND TAX INCREMENT FINANCING DISTRICT AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM FOR THE DISTRICT

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specific areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Atlantic Affordable Apartments LP intends to construct certain improvements within the 42 Atlantic Street Affordable Housing Development and Tax Increment Financing ("TIF") District, including 30 units of affordable housing; and

WHEREAS, the District will remain in place for a period of 30 years from the tax year in which the Certificate of Approval is signed by Maine State Housing Authority; and

WHEREAS, the City of Portland will utilize 25% of the tax revenues generated in the District in its General Fund; and

WHEREAS, 75% of the tax revenues generated in the District will be returned to the developer; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the residents of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the 42 Atlantic Street Affordable Housing Development and Tax Increment Financing District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5226, 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 42 Atlantic Street 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 42 Atlantic Street Affordable Housing Development and Tax Increment Financing District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the 42 Atlantic Street Affordable Housing Development and Tax Increment Financing District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled "42 Atlantic Street Affordable Housing Development and Tax Increment Financing District" as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the

availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled "42 Atlantic Street Affordable Housing Development and Tax Increment Financing District" as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the "42 Atlantic Street Affordable Housing Development and Tax Increment Financing District" and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at her 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 "42 Atlantic Street Affordable Housing Development and Tax Increment Financing District" on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

A TRUE COPY
ATTEST: Abbey Lombard
Abbey Lombard, Deputy City Clerk
Portland, Maine
DATE August 20, 2024

Order 39-24/25
Passage: 7-0 as an emergency on 8/19/2024 (Councilor Fournier & Pelletier absent)
Motion to waive second reading on 8/19/2024. Passage 7-0 (Councilor Fournier & Pelletier absent)

Effective 8/19/2024

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 APPROVING THE 42 ATLANTIC STREET AFFORDABLE HOUSING CREDIT ENHANCEMENT AGREEMENT WITH LB ATLANTIC LLC

ORDERED, that the credit enhancement agreement with a 30-year term and 75% captured revenue rate between the City of Portland and LB Atlantic LLC related to the 42 Atlantic Street Affordable Housing and Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is authorized to sign the agreement in substantially the same form attached hereto with such changes thereto as deemed appropriate by the City Manager and any other related documents that are necessary or convenient to carry out the intent of said agreement.

BE IT FURTHER ORDERED, that this Order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: May 30, 2026

SUBJECT: Order 263-25/26 Approving an Amendment to the Cerdit Enhancement Agreement for the 42 Atlantic Street Affordable Housing and Tax Increment Financing District - Sponsored by Housing & Economic Devlopment Committee, Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item. Due to the tight timeline, HEDC was unable to review it prior to the first reading on June 15, 2026 but will review it prior to the second reading on July 20, 2026.

(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 6/15/2026 **Final Action 7/20/2026**

Can action be taken at a later date: No The Affordable Housing Tax Increment Financing application must be filed with MaineHousing on August 14, 2026 in order for the developer to apply for Low-Income Housing Tax Credits. In addition, a ten-day public hearing notice is required and has been published in the Portland Press Herald.

Does this item involve a new contract with the City: This involves a Credit Enhancement Agreement (CEDA) which will be finalized at Construction Loan Closing (CLC) for the project. This document uses a template that has previously been reviewed by Corporation Counsel, and Corporation Counsel will review the final CEA during the CLC process.

PRESENTATION: Heidi McCarthy is available for questions and a brief presentation.

I. SUMMARY

This is a companion order to "Designating the 42 Atlantic Street Affordable Housing Development District and Tax Incremement Financing District and Adopting the Municipal Development Program for the District".

II. AGENDA DESCRIPTION

Due to the timeline for submission to MaineHousing and the summer City Council schedule, this item is being introduced for a first reading prior to committee review. The Housing and Economic Development Committee will consider this item on June 30th before its second reading and final action by the City Council.

This is a companion order to the order above.

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 companion item

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Housing and Economic Development Committee will meet on June 30, 2026 to consider this item.

VIII. LIST ATTACHMENTS

1. Order - Approving Amendment to 42 Atlantic CEA
2. CEA draft 5.29.26

Prepared by:
Mary Davis, Division Director
Date: 05/30/2026

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)

APPROVING AN AMENDMENT TO THE CREDIT ENHANCEMENT AGREEMENT FOR THE 42 ATLANTIC STREET AFFORDABLE HOUSING AND TAX INCREMENT FINANCING DISTRICT

ORDERED, that the amendment to the Credit Enhancement Agreement for the 42 Atlantic Street Affordable Housing Development and Tax Increment Financing District at 42 Atlantic Street is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said Amendment in substantially the form attached hereto and any other related documents necessary or convenient to carry out the intent of said Amendment and this Order.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

ATLANTIC AFFORDABLE APARTMENTS LP

DATED: _____ ____, 202__

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EXHIBITS
Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 202__, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the "City"), and Atlantic Affordable Apartments LP, a Maine Limited Partnership (the "Developer").

WITNESSETH THAT

WHEREAS, the City designated the ***42 Atlantic Street Affordable Housing Development and Tax Increment Financing District*** (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at meeting of the City Council held on August 19, 2024, Order 38 24/25 and _____ ___, 2026, Order _____ (collectively, the "Votes") and pursuant to the same Votes 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 August 29, 2024, as amended on _____ ___, 202____; 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 Votes, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

"Authority" means the Maine State Housing Authority.

"Captured Assessed Value" means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program. See Exhibit 2 for further detail.

"City" shall have the meaning given such term in the first paragraph hereto.

"Current Assessed Value" means the then-current assessed real property value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

"Development Program" shall have the meaning given such term in the recitals hereto.

"Development Program Fund" means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

"Director" means the Director of the Maine State Housing Authority.

"District" shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

"Effective Date of the Development Program" means the start date identified in Section 2.08 of the Development Program.

"Fiscal Year" means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

"Increased Assessed Value" means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means Six Hundred Eighty-One Thousand and Two Hundred Dollars ($681,200), which is the taxable assessed real property value of the District as of March 31, 2024 (April 1, 2023).

"Non-Captured Increased Assessed Value" means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Exhibit 2 for further detail.

"Project" means the planned construction of a thirty (30) unit low-income housing project to be named Atlantic Street Apartments located in the District.

"Project Cost Account" means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

"Property Taxes" means any and all *ad valorem* property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

"State" means the State of Maine

"Tax Increment Revenues" means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

"Tax Payment Date" means the later of the date(s) on which property taxes levied by the

City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

"Tax Year" shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II
AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the "42 Atlantic 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 (as defined in Section 6.1) of this Agreement (collectively the "CEA Years"), the City shall retain in the District seventy-five percent (75%) of the Increased Assessed Value as Captured Assessed Value. The remaining twenty-five percent (25%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the Term of this Agreement an amount equal to seventy-five percent (75%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such seventy-five percent (75%) portion into the Project Cost Account. The remaining twenty-five percent (25%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City's general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program, exclusive of any investment earnings thereon, shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer 's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer 's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) On a bi-weekly basis during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in

Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer , or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer 's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer 's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay

or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

(a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into the Project Cost Account as and when due;

(c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If any secured lender of Developer accelerates the indebtedness owed to it;

(f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;

(g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90)

days.

(h) Any discontinuance of the District property as "affordable housing," pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

The term of this Agreement will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2059 (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 an amendment to MSHA's August 29, 2024 approval of the City's designation of the District and adoption of the Development Program, approving the Term as established herein. 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, 2029.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.3. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the Term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for

the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Atlantic Affordable Apartments LP
c/o Daniel Black
PB Box 10452
Portland, Maine 04104

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is

substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

_____

CITY OF PORTLAND, ME

By:_____
Name: Danielle P. West
Its City Manager, Duly Authorized by the City Council at its meetings on August 19, 2024 and _____ ____, 2026

WITNESS:

_____

ATLANTIC AFFORDABLE APARTMENTS LP
BY: LB Atlantic LLC
Its: General Partner

By:_____
Name: Daniel Black
Its: Manager

EXHIBIT 1

Copy of District Map

MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft, Director

DATE: May 27, 2026

SUBJECT: Order 264-25/26 Amendment to Portland Zoning Map RE: B-4 Zone for 1220 Brighton Avenue and Adjacent Parcels - Sponsored by Planning Board, Joe Zamboni, Chair

SPONSOR: Planning Board

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 6/15/2026 **Final Action 7/20/2026**

Can action be taken at a later date: No

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

PRESENTATION: Joseph Zamboni, Chair Planning Board; Kevin Kraft, Director of P&UD (5 minutes)

I. SUMMARY

The Planning Board voted unanimously (7-0) to recommend that the City Council adopt a zoning map amendment to rezone parcels 265 A009002 (1220 Brighton Ave), 265 A001001 (1210 Brighton Ave), 265 A008001 (1200 Brighton Ave), and 265 A007001 (1188 Brighton Ave) from the Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4).

II. AGENDA DESCRIPTION

On May 26, 2026, the Planning Board voted unanimously (7–0) to recommend that the City Council adopt a zoning map amendment to rezone parcels 265 A009002 (1220 Brighton Avenue), 265 A001001 (1210 Brighton Avenue), 265 A008001 (1200 Brighton Avenue), and 265 A007001 (1188 Brighton Avenue) (collectively, the "Subject Properties") from the Transit Center Zone (TOD-2) to the Commercial Corridor Zone (B-4).

In making its recommendation, the Planning Board found that the proposed zoning map amendment is consistent with the goals and policies of Portland's Comprehensive Plan, including those that promote economic prosperity, expand employment opportunities, and support housing production. The Board concluded that rezoning the Subject Properties to the B-4 zone would create a more consistent land use pattern along the Brighton Avenue corridor west of I-95 and provide a regulatory framework that better reflects the existing and anticipated development context of the area. The Board further found that the B-4 zone supports a broad range of future development opportunities by accommodating regional-serving commercial uses while also permitting dense residential and mixed-use development. As a result, the proposed rezoning advances both the economic development and housing objectives of the Comprehensive Plan while recognizing the corridor's role as a regional commercial area with strong access to major regional transportation infrastructure.

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

III. BACKGROUND

Portland West Realty, Inc. submitted a zoning map amendment application to rezone 1220 Brighton Avenue from the Transit-Center TOD-2 zone to the B-4 Commercial Corridor zone. The requested map amendment is intended to facilitate the development of a commercial restaurant with a drive-through facility on a currently vacant parcel, as drive-through uses are not permitted within the TOD-2 zone.

During its review of the application, staff recommended that the Planning Board consider a broader rezoning of all of the parcels located west of I-95 with frontage on Brighton Avenue, including 1210 Brighton Avenue, 1200 Brighton Avenue, and 1188 Brighton Avenue, from the TOD-2 zone to B-4 zone. Staff's recommendation was based on the existing uses on these properties, which include a hotel, dental office, and an automotive service station, as well as the anticipated future development pattern of the area, which is characterized by its role in supporting businesses that serve a regional or larger market benefiting from access to major transportation infrastructure. These properties and the surrounding area are in close proximity to the I-95 Exit 48 interchange and are part of a broader commercial corridor characterized by auto-oriented development patterns. Surrounding uses along Brighton Avenue, Riverside Street, and Larrabee Road include commercial establishments with surface parking, drive-through restaurants, and other uses that depend on a larger regional market accessible from major transportation routes.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intent of the zoning map amendment is to establish a more consistent land use pattern along the Brighton Avenue corridor west of I-95 along the city limits that abut the Westbrook town border and to facilitate the redevelopment of an underutilized vacant parcel in a manner that is compatible with both the existing development pattern and the anticipated future character of the area. This section of Brighton Avenue functions as an automobile-oriented commercial corridor, with direct access to the I-95 Exit 48 interchange and a concentration of businesses serving a larger regional market.

The B-4 zone is intended to support businesses that serve a regional or larger market and to accommodate automobile access, consistent with the district's purpose statement. Existing development along Brighton Avenue west of I-95 is characterized by large-scale commercial uses, surface parking areas, drive-through facilities, and other site design elements that support automobile-oriented activity. These established land use patterns are consistent with the uses and development standards permitted within the B-4 district. At the same time, the B-4 zone remains flexible and allows for a broad range of residential and mixed-use development opportunities. The zone does not require minimum parking, permits a variety of housing types, including two-family, three-family, four-family, and multifamily dwellings, live-work units, and lodging houses, and allows dense development through flexible dimensional standards. Side and rear setbacks are generally not required, and building heights of up to 65 feet are permitted.

As a result, the B-4 zone acknowledges the need for areas near major transportation corridors to accommodate regional-serving commercial uses that may rely on automobile access, while also providing opportunities for redevelopment, increased density, housing production, and mixed-use growth over time. This flexibility makes the zone well suited to both the existing development pattern and the long-term evolution of the corridor, supporting City Council goals related to housing production, economic vitality, and business development.

Additionally, Portland's Comprehensive Plan identifies goals to promote economic prosperity by growing the City's tax base and employment opportunities, as well as to increase, preserve, and diversify the housing supply to meet the needs, preferences, and financial capabilities of Portland residents. The Comprehensive Plan also encourages policies that provide opportunities for people who work in Portland to live in Portland. While zoning does not dictate the specific development that a property owner may pursue, the B-4 zone provides a regulatory framework that is consistent with the surrounding land use context and supports a wide range of future development opportunities. By accommodating regional-serving commercial uses while also allowing for dense residential and mixed-use development, the zone advances both the economic development and housing objectives of the Comprehensive Plan.

V. FINANCIAL IMPACT

The recommended zoning map amendment will have no financial impact on the City.

VI. STAFF ANALYSIS AND BACKGROUND

A report on the recommended zoning map amendment is included as part of the City Council packet.

VII. RECOMMENDATION

At the Planning Board public hearing held on May 26, 2026, the Planning Board voted unanimously (7-0) to find that the proposed zoning map amendment from Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4) for parcels located at 265 A009002 (1220 Brighton Ave), 265 A001001 (1210 Brighton Ave), 265 A008001 (1200 Brighton Ave), and 265 A007001 (1188 Brighton Ave) to be consistent with the Comprehensive Plan for the City of Portland and recommended that the City Council adopt the proposed zoning map amendment.

VIII. LIST ATTACHMENTS

1. Amendment - Ch14 re 1220 Brighton Ave
2. City Council Report
3. Attachment A - Proposed Zoning Map Boundary
4. Attachment B - Brighton Ave. - 1220 (Planning Board Report)
5. Attachment C - Brighton Ave. - 1220 (Planning Board Report Attachments)
6. Attachment D - Brighton Ave. - 1220 (Applicant's Submittal)

Prepared by:
Kevin Kraft, Director
Date: 05/27/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

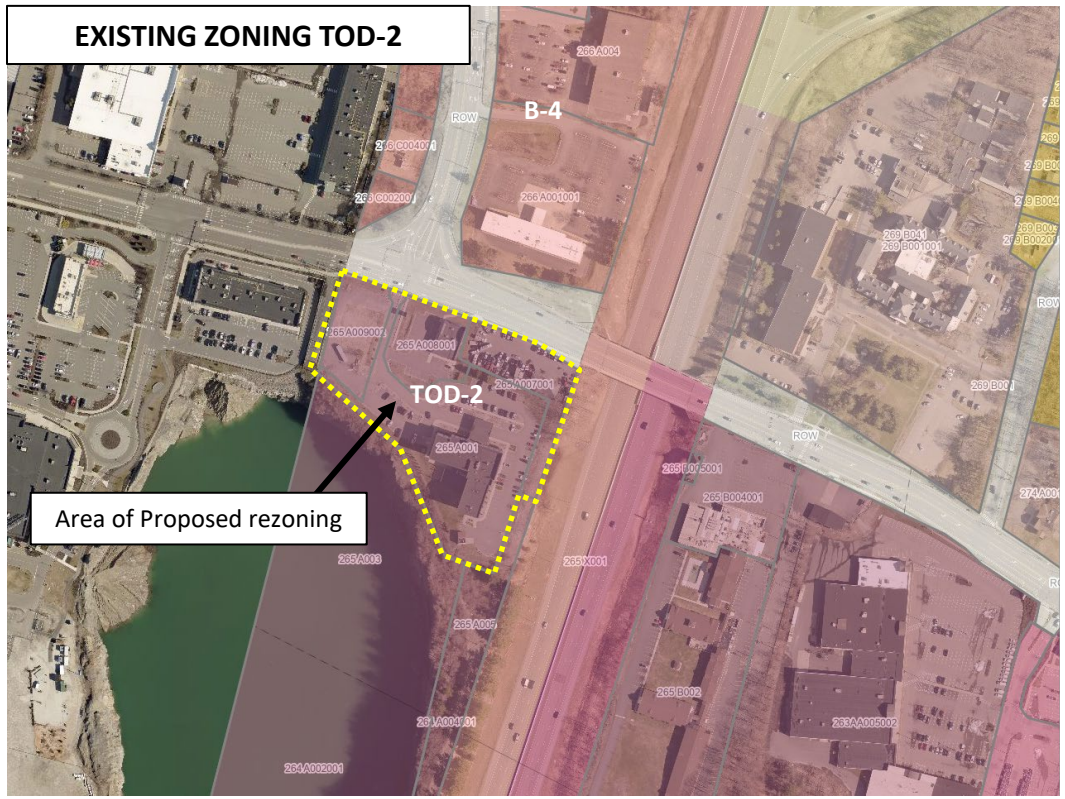
SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

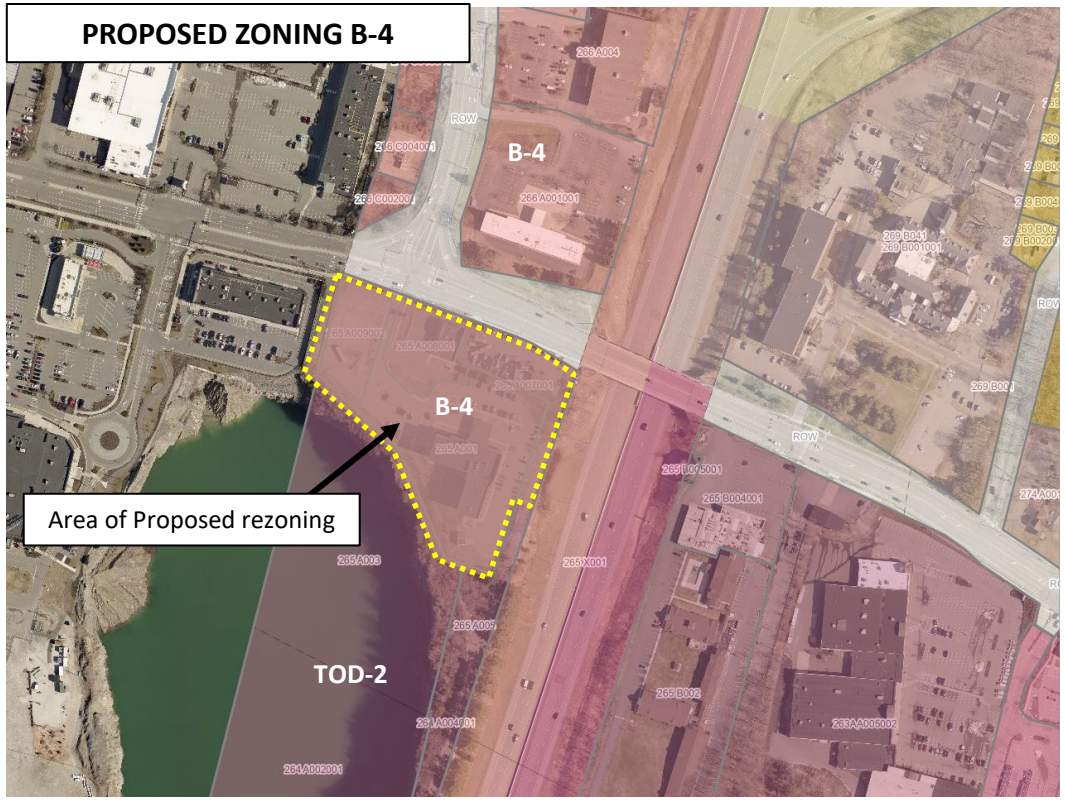
AMENDMENT TO PORTLAND ZONING MAP
RE: B-4 ZONE FOR 1220 BRIGHTON AVENUE AND ADJACENT PARCELS

WHEREAS, based on the findings, conclusions, recommendations, and other information provided in the Planning Board Report to City Council dated June 1, 2026, 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 July 20, 2026, the City Council adopts the findings and conclusions in the Planning Board Report and finds that the below-referenced zoning map amendment 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 the Zoning Map of the City of Portland, dated 12-04-2024, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into Portland City Code Chapter 14, the Zoning Ordinance, by §1.2, be and hereby is amended pursuant to §1.10.1 by adopting the attached map amendment and specifically rezoning properties at 1188, 1200, 1210 and 1220 Brighton Avenue from Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4), as depicted in the map below:


EXISTING ZONING TOD-2
B-4
TOD-2
Area of Proposed rezoning


PROPOSED ZONING B-4
B-4
B-4
Area of Proposed rezoning
TOD-2

City of Portland | Planning & Urban Development Department
Kevin D. Kraft, AICP *Director*

To: Mayor Dion and City Councilors
From: Rowen McAllister, Senior Planner
Date: June 1, 2026
Re: 1220 Brighton Avenue Zoning Map Amendment (ZN-003527-2026)

INTRODUCTION AND PROJECT SUMMARY
On May 26, 2026, the Planning Board voted unanimously (7-0) to recommend that the City Council adopt a zoning map amendment to rezone the following parcels from the Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4)(Figure 1):

- 265 A009002 (1220 Brighton Ave)
- 265 A001001 (1210 Brighton Ave)
- 265 A008001 (1200 Brighton Ave)
- 265 A007001 (1188 Brighton Ave)

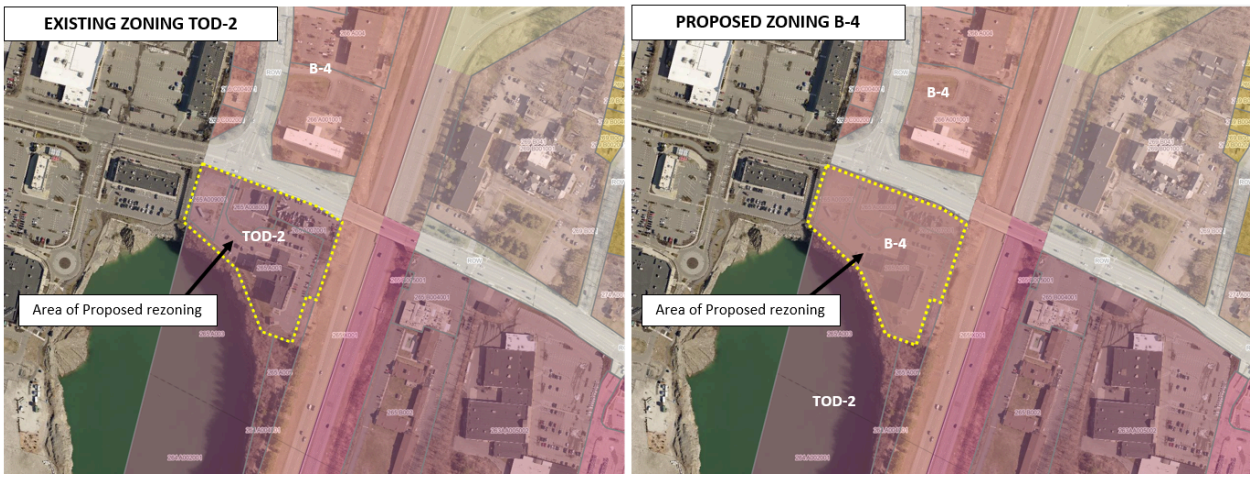


Figure 1: Existing zoning (left) | Proposed zoning (right) Rezoning area boundary outlined in yellow

Portland West Realty, Inc. (the "Applicant") submitted a zoning map amendment application (ZN-003527-2026) to rezone 1220 Brighton Avenue from the TOD-2 zone to the B-4 zone to facilitate the development of a commercial restaurant with a drive-through in accordance with the dimensional and use standards of the B-4 zone on an existing vacant parcel.

The Applicant held a neighborhood meeting on March 12, 2026. The Planning Board held a workshop on the proposed zoning map amendment on April 14, 2026, and held a Public Hearing on May 26, 2026.

During its review of the application, and based on staff recommendation, the Planning Board expanded the proposed rezoning boundary beyond the Applicant's original request for 1220 Brighton Avenue to include three additional immediately abutting parcels. The Board found the expanded rezoning area to be consistent with the goals and policies of Portland's Comprehensive Plan, including those promoting economic prosperity, expanded employment opportunities, and increased housing production.

The Board concluded that rezoning the Subject Properties to the B-4 zone would establish a more consistent land use pattern along the Brighton Avenue corridor west of I-95 and provide a regulatory framework that more accurately reflects the existing and anticipated development context of the area. The Board further found that the B-4 zone supports a broad range of future development opportunities by accommodating regional-serving commercial uses while also permitting dense residential and mixed-use development. Furthermore, the three additional parcels included in the expanded rezoning area are currently improved with a Hampton Inn & Suites Hotel, Dental Office, and Auto Service Station, which are all permitted uses in the B-4 zone.

As a result, the proposed rezoning advances both the economic development and housing objectives of the Comprehensive Plan while recognizing the corridor's role as a regional commercial area with strong access to major transportation infrastructure and the I-95, Exit 48 interchange.

BACKGROUND AND EXISTING CONDITIONS

The property identified in the initial application from Portland Realty West, Inc. at 1220 Brighton Avenue is a vacant lot of approximately 27,000 square feet (0.62 acres) within the TOD-2 zone (Figures 2 and 3). The site is bounded by Brighton Avenue to the north, commercial uses to the east and south, and the Portland-Westbrook border to the west. The site was formerly a Denny's restaurant and has been vacant since 2019.



Figure 2: 1220 Brighton Avenue - Future redevelopment site



Figure 3: 1220 Brighton Avenue Parcel (outlined in red)

The additional properties included in the recommended zoning map amendment boundary are currently zoned TOD-2 and include 1210 Brighton Avenue, 1200 Brighton Avenue, and 1188 Brighton Avenue. These parcels contain a hotel, a dental office, and an auto-service station (Figure 4).

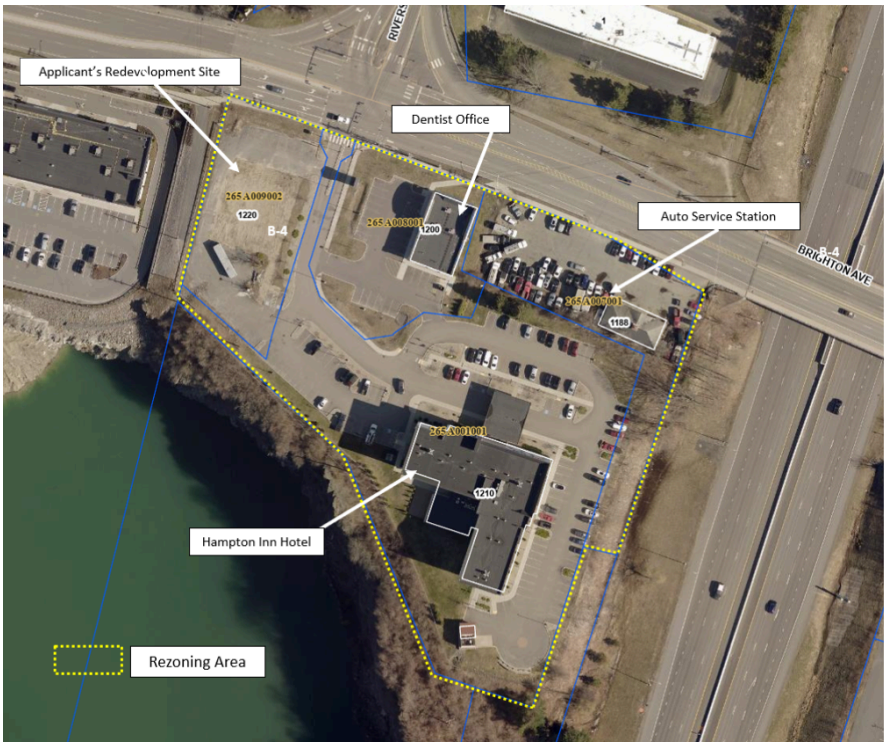


Figure 4: Proposed Rezoning Area (outlined in yellow)



Figure 5: Proposed Rezoning Area (outlined in red)



Figure 6: Proposed Rezoning Area (outlined in red)

The surrounding area is characterized by a mix of zones and land use patterns with Metro bus routes 4 and the Husky Line operating on Brighton Avenue. The Subject Properties are currently located within the TOD-2 zone and are bordered to the south by the TOD-2 zone that encompasses the Rock Row development. The B-4 zone extends along the opposite side of Brighton Avenue to the northwest of I-95 along Riverside Street. East of I-95, the TOD-2 zone continues along the south side of Brighton Avenue, while the B-2 zone extends along the north side of Brighton Avenue.

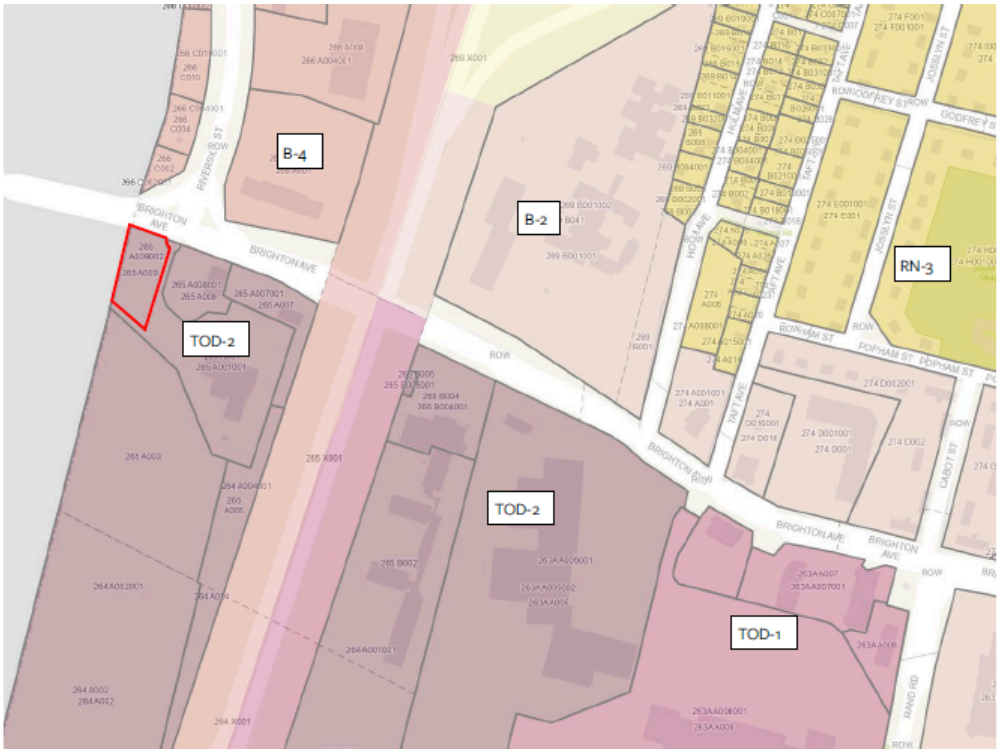


Figure 7: Surrounding Zoning Context Map

Across the Westbrook-Portland border, there are several existing commercial businesses and ongoing commercial development associated with Rock Row, which is a multi-phase development proposing residential, commercial, medical, entertainment, and retail uses. The zoning on the adjacent parcels in Westbrook directly supports the master-planned Rock Row development. The purpose of the zone, as provided in Westbrook's Land Use Code, is to enable high-quality, mixed-use commercial development which serves as a gateway to Westbrook, a regional economic hub, and as a destination for visitors and shoppers to the city and state.

PREVIOUS CITY COUNCIL DECISION

The subject property was re-zoned from the B-4 zone to the TOD-2 zone in 2024 as part of ReCode, the City's multi-year effort to modernize its land use code and implement Portland's Plan 2030. During that process, staff and the Planning Board recommended rezoning properties along Brighton Avenue east of I-95 to TOD-1 while retaining properties west of I-95, including the subject property, in the B-4 zone due to their proximity to the I-95 Exit 48 interchange and the area's regional commercial character.

The City Council ultimately introduced and adopted an amendment from the floor to rezone the subject property and adjacent properties along Brighton Avenue, west of I-95, to TOD-2 as well as as zone portions of properties east of I-95 from TOD-1 to TOD-2 as part of its approval of ReCode in November 2024 (Order 71-24/25).

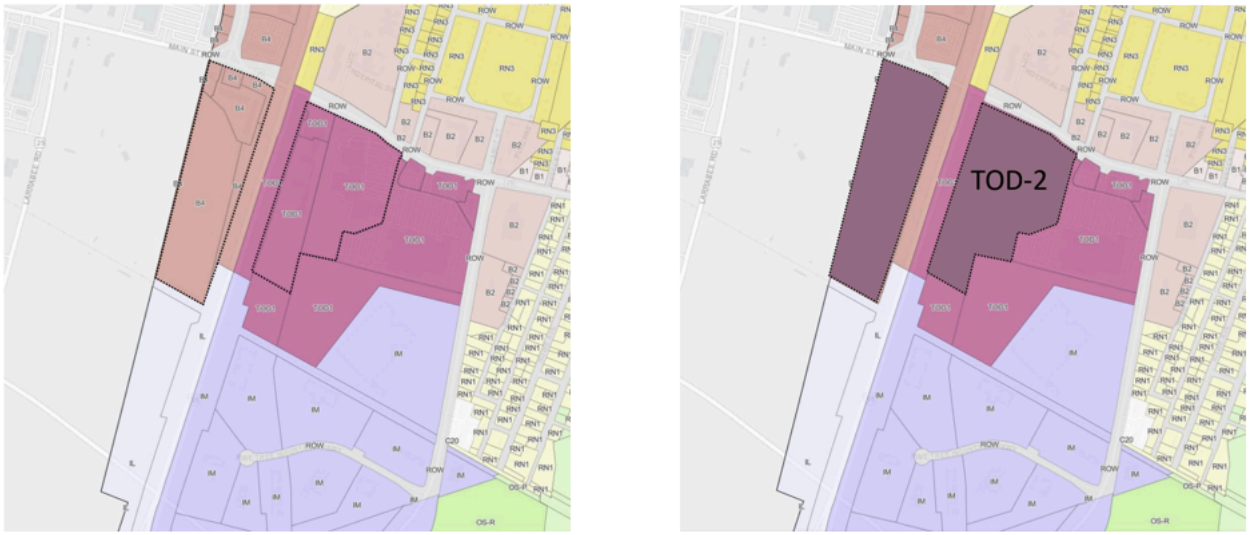


Figure 8: Staff and Planning Board Recommended Zoning Map (left) | City Council Adopted Zoning Map (ReCode 2024, right)

APPLICANT'S PROPOSAL AND ZONING BOARD OF APPEALS

The property owner of 1220 Brighton Avenue also owns the adjacent property at 1200 Brighton Avenue, which contains a commercial medical office building and hotel. During development of the adjacent property, the owner installed a curb cut to serve the subject property and incorporated other improvements to support a complementary commercial use at that location, consistent with the B-4 zoning in effect at the time. However, no site plan application for the subject property was submitted prior to its rezoning to the TOD-2 zone.

The current conceptual plan for a restaurant with a drive-through is now prohibited under the current TOD-2 zoning. Therefore, the property owner sought a hardship variance from the Zoning Board of Appeals (ZBA). The variance request included seeking relief from the prohibition of the drive-through use along with variances for dimensional requirements relating to the build-to zone requirement, height minimums, and minimum building length as a percentage of street frontage. In a decision dated October 2, 2025, the ZBA denied the requested variances as detailed in ZBA-003455-2025. Shortly after the decision of the ZBA, the property owner submitted a reconsideration request of the ZBA decision regarding the hardship variance, which was subsequently denied. On November 20, 2025, the property owner filed an appeal of Portland's ZBA Decision in Cumberland County Superior Court. The ZBA decisions are included in this memo as attachments. The applicant is now pursuing the proposed zoning map amendment to facilitate the redevelopment of the property.

ZONING ANALYSIS

Overview of Zone Purpose Statements

The purpose statements for each zone under consideration, as outlined in Article 5 of the Land Use Code (Table 5-D), are provided below:

Existing Zone:

TOD-2 Transit Center Zone: *"To provide for and encourage the development of high-intensity mixed-use, compact urban neighborhoods that support Portland's investment in high frequency transit infrastructure through permissions for a highly dense, pedestrian-scale built environment and a broad range of uses that allow residents to live, work, shop, dine, and pursue cultural and recreational opportunities while enjoying a range of mobility choices. The TOD-2 zone is intended to allow for the creation of vibrant, accessible, 24-hour neighborhoods at suitable locations on or near the peninsula."*

Proposed Zone:

B-4 Commercial Center Zone: *"To provide locations in the city for the development and operation of businesses serving a regional or larger market, to provide locations for large-scale commercial uses that require larger land areas to accommodate their operations, and to support moderate to high-density housing including three-family, four-family, townhouse, and multi-family structures. Standards of the B-4 zone acknowledge the need to maintain automobile access while encouraging improvement of the pedestrian environment and accommodating alternative modes of transportation."*

Use Comparison

As shown in Table 2 below, there are several notable differences in permitted uses between the TOD-2 and B-4 zones. Overall, the B-4 zone allows a broader range of uses than the TOD-2 zone, including more auto-oriented and operationally intensive commercial uses, while still permitting high-density residential development. In contrast, the TOD-2 zone permits a more limited set of uses and is primarily intended to support compact, mixed-use development in areas that are highly walkable and well served by transit.

For example, the B-4 zone permits a broad range of residential and commercial uses, including larger-scale commercial operations such as self-storage facilities, automobile dealerships, and greenhouses. The B-4 zone also allows marijuana-related uses, drive-through restaurants, and auto service stations, none of which are permitted in the TOD-2 zone.

Both zones allow for high-density residential development; however, the B-4 zone permits a wider range of housing typologies, including two-family, three-family, four-family, townhouse, and multifamily dwellings, as well as live/work units and lodging houses. In comparison, the TOD-2 zone allows townhouse dwellings, multifamily dwellings, live/work units, and lodging houses.

<u>Table 2</u> provides a comparison of the permitted uses between existing and proposed zone. Uses marked with a 'P', are permitted uses in the zone. A 'C' indicates a conditional use. A blank space means the use is not permitted. The differences between TOD-2 and B-4 are highlighted in blue.

TABLE 2: PERMITTED AND CONDITIONAL USES IN TOD-2 and B-4		TOD-2	B-4
Residential	Two-family dwellings		P
	Three-family dwellings		P
	Four-family dwellings		P
	Town house dwellings	P	P
	Multi-family dwellings	P	P
	Live/work dwellings	P	P
	Lodging houses	P	P
Institutional	Child care facilities	P	P
	Clinics	P	P
	Cultural Facilities	P	P
	Elementary, middle, and secondary schools	P	
	Emergency Shelters		C
	Governmental uses	P	P
	Places of assembly	P	P
	Post-secondary schools	P	P
	Residential care facilities (small)	P	P
	Residential care facilities (large)	P	P
Commercial & Other	Auto, boat, related dealerships		P
	Auto service stations		P
	Bars	P	P
	Conventional halls	P	P
	Funeral homes		P
	General offices and services	P	P
	Greenhouses/nurseries		C
	Hostels	P	
	Hotels	P	P
	Intermodal Transportation facilities	P	P
	Marijuana retail stores		P
	Registered marijuana dispensary		P
	Market gardens		P
	Recreation and amusement centers	P	P
	Restaurants	P	P
	Retail (all square feet)	P	P
	Small-scale marijuana caregiver		P
	Specialty food service	P	P
	Theater and performance halls	P	P
	Veterinary services	P	P

	Animal-related services		P
	Communication studios	P	P
	Dairies		P
	Impound lots		P
	Laboratory and research facilities		P
	Low-impact industrial	P	P
	Marijuana manufacturing facilities		P
	Marijuana testing facilities		P
	Printing and publishing		P
	Self-storage facilities		P
	Studios for artists and craftspeople	P	P
	Warehousing, storage, and distribution		P
	Parks and open space	P	P
	Social service centers		C
	Solar energy systems (minor)	P	P
	Solar energy systems (major)		C
	Utility substations	P	P
	Wind energy systems (minor)	C	C

Dimensional Standards Comparison

The dimensional standards in the existing and proposed zones reflect their differing purpose statements. The TOD-2 zone is intended to support high-density, pedestrian-oriented, mixed-use development that aligns with investment in high-frequency transit infrastructure. In contrast, the B-4 zone accommodates larger lots and less restrictive build-to requirements to support larger-scale commercial development. Although the B-4 zone provides greater flexibility to accommodate the site and operational needs of larger commercial and industrial uses, its dimensional standards still support relatively intensive development. In contrast the TOD-2 zone has more restrictive standards intended to facilitate dense urban development.

As shown in Table 3, rezoning to the B-4 zone would establish a minimum lot area of 10,000 square feet and a minimum street frontage requirement of 60 feet. The build-to zone would range from 0–20 feet as opposed to 0-10 feet in the TOD-2 zone. Additionally, the build-to minimum percentage would decrease from 100 percent to 50 percent. Both the B-4 and TOD-2 zones have no rear or side yard setback requirement. The maximum permitted building height in the B-4 zone is 65 feet while the maximum permitted height in the TOD-2 zone is 85 feet.

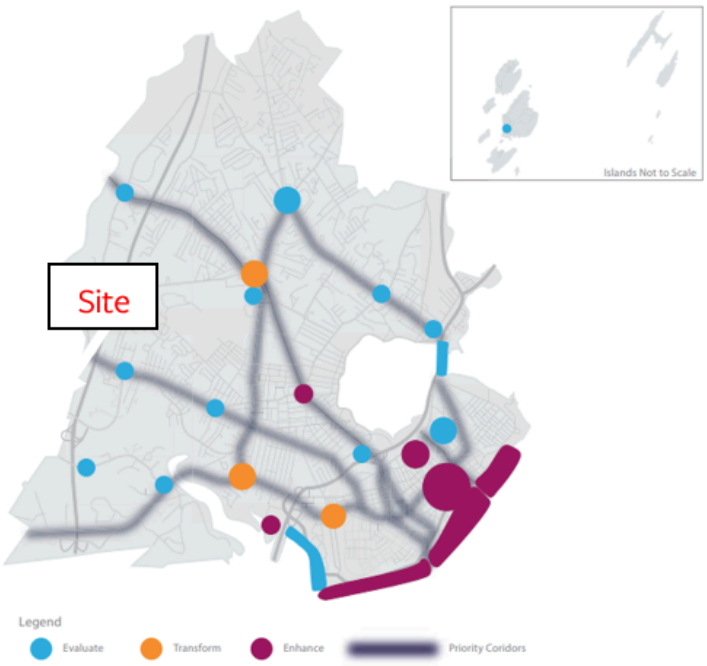
***Table 3** provides a comparison of the dimensional requirements between the two proposed zones.*

TABLE 3: DIMENSIONAL REQUIREMENTS	TOD-2	B-4
Lot area (min.)	None	10,000 SF
Street frontage (min)	None	60 ft.
Build-to Zone	0-5 ft.	0-20 ft.

Build-to percentage (min)	100%	50%
Building length as a percentage of street frontage (min)	80%	None
Blank wall area (max)	20 ft.	40 ft.
Rear Setback (min)	None, except 20 ft. if abutting a lot in a residential zone.	None, except 20 ft. if abutting a lot in a residential zone.
Side Setback, interior (min)	None, except 10 ft. if abutting a lot in a residential zone.	None, except 10 ft. if abutting a lot in a residential zone.
Structure height (max.)	Min: 35 ft Max: 85 ft	65 ft.
Landscaped open space ratio (min)	10%	20%

COMPREHENSIVE PLAN ANALYSIS

The Comprehensive Plan's Future Land Use section offers a framework for how the City can strategically plan for growth and guide future changes. The Plan identifies areas to be prioritized for growth that supports concentrated mixed-use activity and complete neighborhoods, as shown below.



In the Future Land Use section of the Comprehensive Plan, Brighton Avenue is identified as a priority corridor for further evaluation and potential investment to serve neighborhood needs, while the nearby intersection of Brighton Avenue and Rand Road (east of I-95) is identified as a

priority node. The ReCode process evaluated the potential for growth along this portion of Brighton Avenue and identified that areas east of I-95 are intended to support higher-density, more intensive mixed-use development, which, along with infrastructure improvements and public transit enhancements is intended to catalyze the area's evolution into a more urban center. Therefore, these areas were zoned TOD-1 and TOD-2.

The area west of I-95, extending toward the Westbrook town line, was also evaluated, and the B-4 zone was determined to be more compatible with that portion of the corridor. This determination is based on the zone's purpose to support businesses serving a regional or larger market and to accommodate automobile access. It is also informed by the surrounding land use context and the area's direct access to the I-95 Exit 48 interchange. Existing development along Brighton Avenue west of I-95 is characterized by large-scale commercial uses, surface parking areas, drive-through facilities, and other site design elements that support automobile-oriented activity. These established land use patterns are generally consistent with the uses and development standards permitted within the B-4 zone.

At the same time, the B-4 zone remains flexible and allows for a broad range of residential and mixed-use development opportunities. The zone does not require a minimum amount of off-street parking, permits a variety of housing types—including two-family, three-family, four-family, and multifamily dwellings, live-work units, and lodging houses—and allows for relatively dense development through flexible dimensional standards. As a result, the B-4 zone recognizes the need for areas near major transportation corridors to accommodate regional-serving commercial uses that may rely on automobile access, while also providing opportunities for redevelopment, increased density, housing production, and mixed-use growth over time.

While the B-4 zone is consistent with the Comprehensive Plan's future land use framework, the TOD-2 zone could also be considered generally consistent with the Plan's goals. Brighton Avenue is identified as a priority corridor, and the region is actively exploring bus rapid transit improvements along a potential alignment extending through Brighton Avenue into Westbrook and Gorham. However, given the surrounding context and the physical barrier created by I-95 between the east and west sides of the corridor, the TOD-2 zone on these parcels, currently developed with a commuter hotel and a dental office, is less likely to catalyze a broader transition toward a walkable, transit-oriented node over time. While TOD zoning remains aligned with Comprehensive Plan objectives in principle, its implementation in this specific location may result in development that is less compatible with existing conditions and may take longer to materialize or achieve the intended level of intensity and mixed-use character. That said both zones may be found to be consistent with the comprehensive plan.

In addition to the Future Land Use section, the Comprehensive Plan policies and goals also offer a framework for reviewing proposed map amendments. Relevant excerpts include:

Transportation:

- Future Strategies: Create incentives to spur transit-oriented, mixed-use development along corridors and in areas that can support high-quality transit service.

- Future Strategies: Support initiatives to strategically increase the frequency and span of service, on-time reliability, and geographic scope of transit service.

Environment:

- Local Goal: Adopt sustainable land use and transportation policies that support connectivity, walkable neighborhoods, and multi-modal transportation.
- Local Goal: Support Sustainable Land Use and Transportation Policies
    - Future Strategies: Plan for the mitigation and redevelopment of brownfields to support productive uses and a healthier environment for residents.

Economy:

- State Goal: Promote an economic climate that increases job opportunities and overall economic well-being.
- Local Goal: Create economic prosperity by growing Portland's tax and employment base
    - Future Strategies: Modify ordinances and make strategic investments to better promote business development and job creation in priority areas.

Housing:

- State Goal: To encourage and promote affordable decent, housing opportunities for all Maine citizens
- Local Goal: Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Local Goal: Pursue policies to enable people who work in Portland to have the option to live in Portland.

PLANNING BOARD RECOMMENDATION

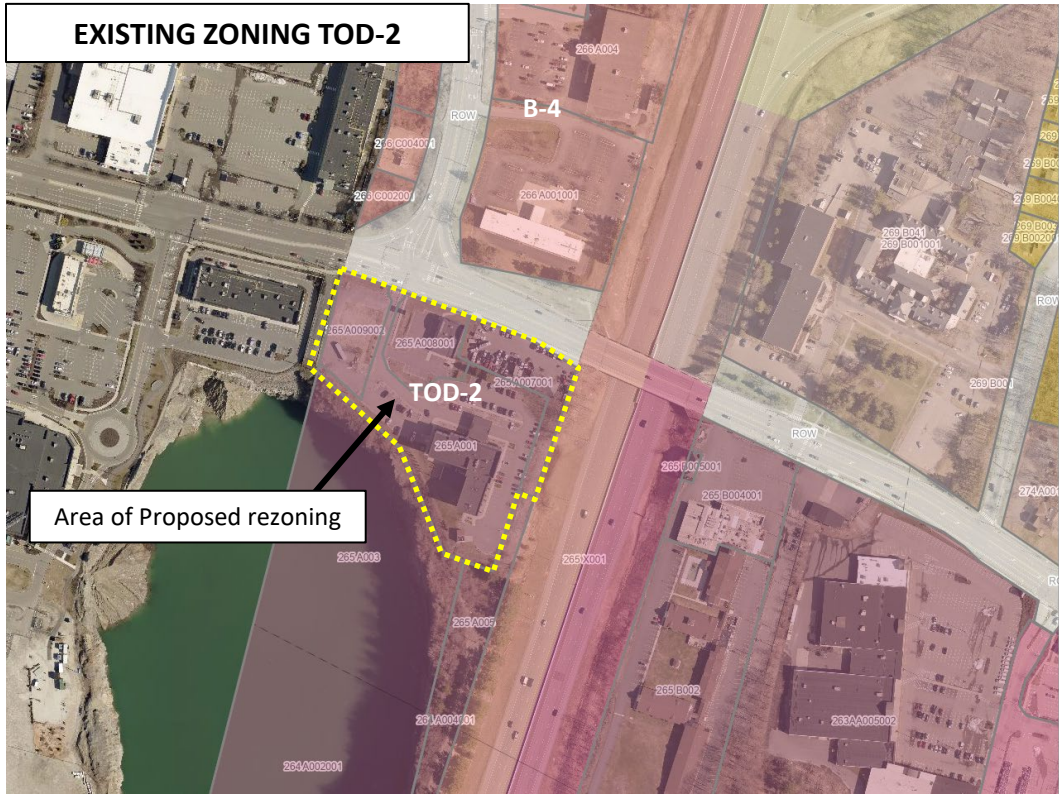
On May 26, 2026, the Planning Board voted unanimously (7-0) to recommend that the City Council adopt a zoning map amendment to rezone the following parcels from the Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4) Attachment A:

- 265 A009002 (1220 Brighton Ave)
- 265 A001001 (1210 Brighton Ave)
- 265 A008001 (1200 Brighton Ave)
- 265 A007001 (1188 Brighton Ave)

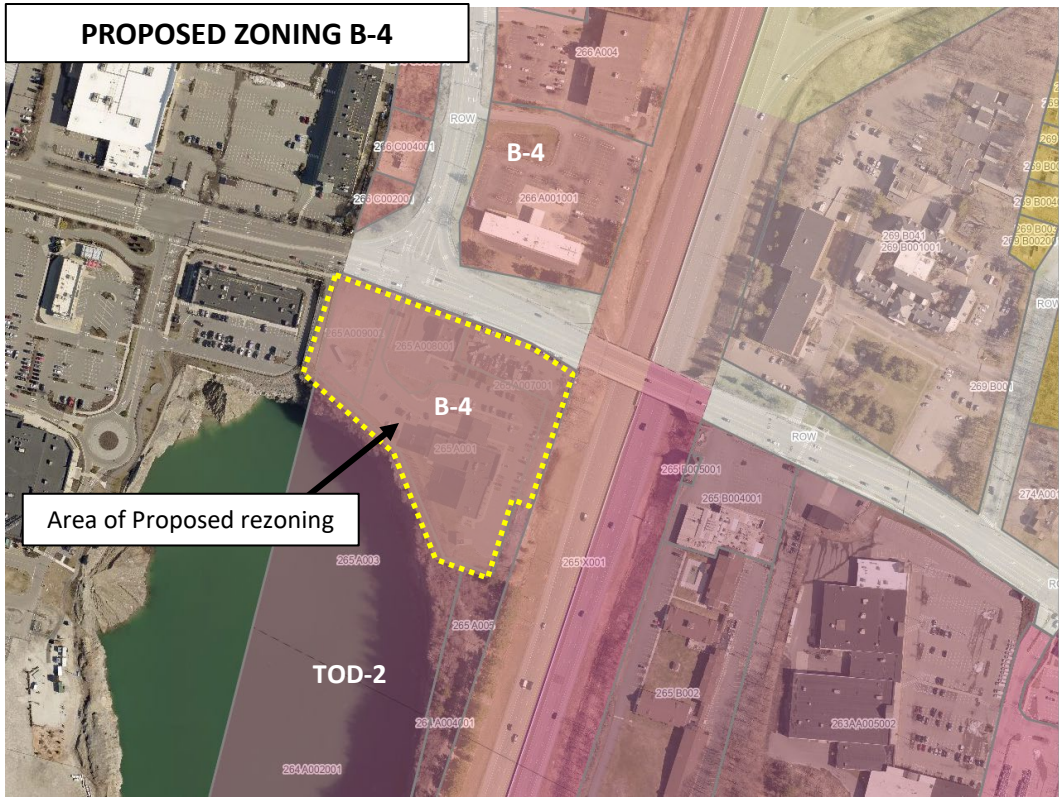
ATTACHMENTS

Attachment A - Proposed Zoning Map Boundary
Attachment B - Planning Board Public Hearing Report
Attachment C - Brighton Ave. - 1220 (Planning Board Report Attachments)
Attachment D - Brighton Ave. - 1220 (Applicant's Submittal)

EXISTING ZONING TOD-2



PROPOSED ZONING B-4

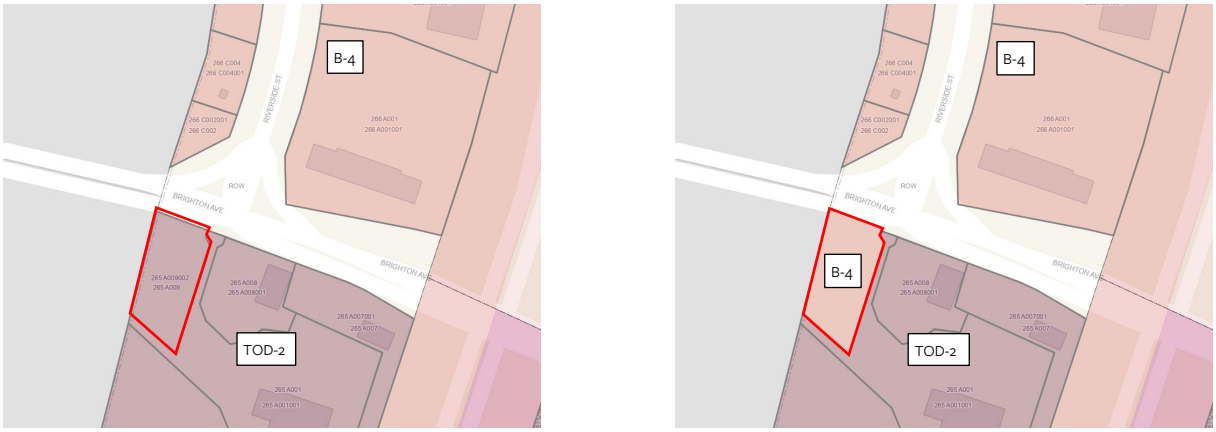


1220 Brighton Avenue Rezoning from TOD-2 to B-4
1220 Brighton Avenue
Zoning Map Amendment
ZN-003527-2026
Portland West Realty, Inc, Applicant

Submitted to:	Portland Planning Board	**Prepared By:**	Rowen McAllister
Public Hearing Date:	May 26, 2026	**Date:**	May 20, 2026

I. INTRODUCTION

Portland West Realty, Inc ("Applicant") is seeking a zoning map amendment to rezone the parcel at 1220 Brighton Avenue ("subject property") from Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4) (Figure 1). The Applicant is seeking a map amendment to facilitate the development of a commercial restaurant business with a drive-through window in accordance with dimensional standards for the B-4 zone.



Existing Zoning

Applicants Proposed Zoning

Figure 1: Existing zoning map and applicant's proposed zoning map amendment to B-4

The Planning and Urban Development Department mailed 48 notices advertising this meeting to interested parties and property owners within 500 feet of the site. The legal advertisement ran in the May 14, 2026 editions and May 15, 2026 of the *Portland Press Herald*. Additionally, the applicant held a neighborhood meeting on March 12, 2026.

Applicant: Portland West Realty, Inc
Applicant Representative: Brendan Barry, Marcus|Clegg

II. REQUIRED REVIEWS

Review	*Applicable Standards*
Consistency with Portland's Comprehensive Plan	Portland's Plan 2030

III. PROJECT DATA

Existing Zoning	TOD-2 Transit Center Zone
Proposed Zoning	B-4 Commercial Corridor

IV. BACKGROUND & EXISTING CONDITIONS

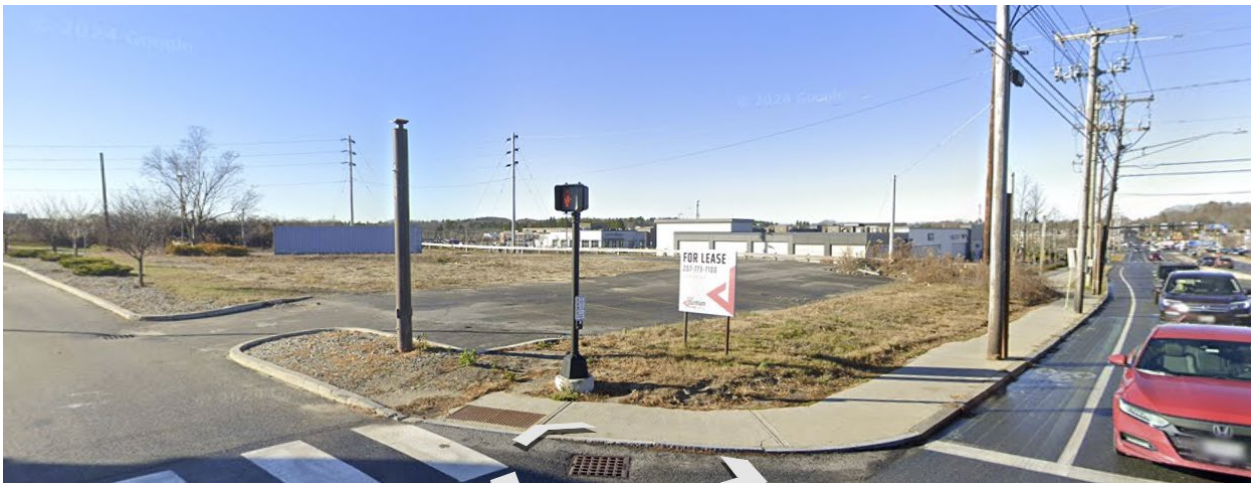


Figure 2: Google image of 1220 Brighton Ave from November 2024

The subject property at 1220 Brighton Avenue is a vacant lot of approximately 27,000 square feet (0.62 acres) within the TOD-2 zone. The site is bounded by Brighton Avenue to the north, commercial uses to the east and south, and the Portland-Westbrook border to the west. The subject property is currently within and bordered by the TOD-2 zone to the east and south. The B-4 zone extends along the opposite side of Brighton Avenue to the north. The TOD-2 zone east of I-95 continues along the south side of Brighton Avenue, while the B-2 zone continues on the north side of Brighton Avenue east of I-95, as can be seen in Figure 3 below.

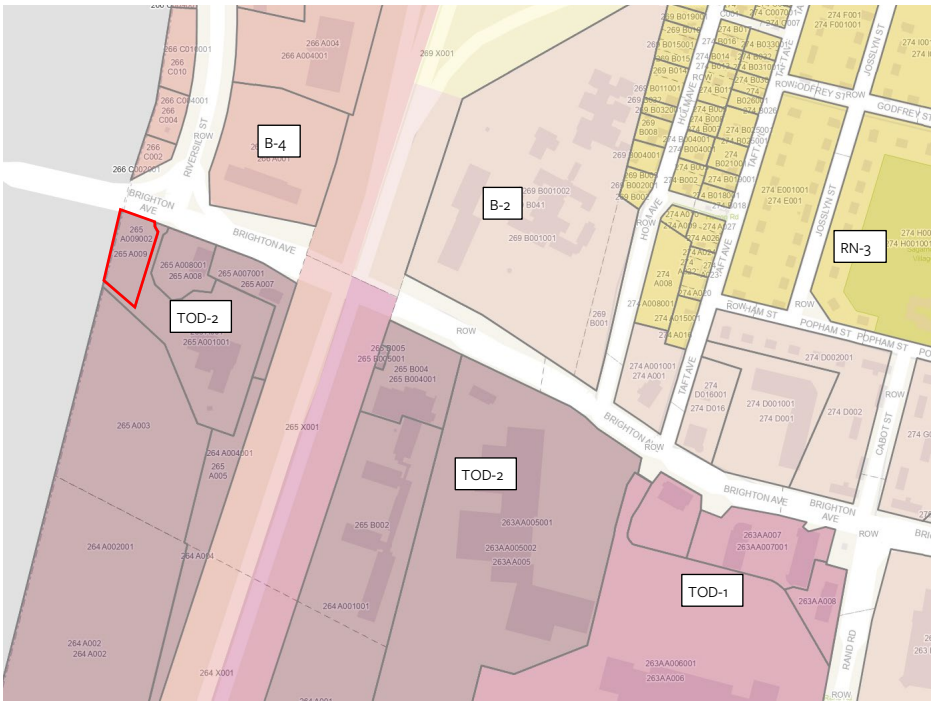


Figure 3: Zoning Map of Brighton Ave

There are multiple commercial uses within one-quarter mile of the subject property on Brighton Avenue, including a dentist office, hotels, and car dealerships. The Barron Center, the City's rehabilitation and nursing home, and Portland Housing Authority's Sagamore Village are also located within a half mile.

Across the Westbrook-Portland border, there are several existing commercial businesses and ongoing commercial development associated with Rock Row, which is a multi-phase development proposing residential, commercial, medical, entertainment, and retail uses. The zoning on the adjacent parcels in Westbrook directly supports the master-planned Rock Row development. The purpose of the zone, as provided in Westbrook's Chapter 335 Land Use Code, is to enable high-quality, mixed-use commercial development which serves as a gateway to Westbrook, a regional economic hub, and as a destination for visitors and shoppers to the city and state.



Figure 4: Aerial View of Site

Many of the commercial structures along Brighton Avenue near the subject property reflect the automobile-oriented character of the corridor. The area is generally characterized by mid-sized commercial uses, heavy vehicular traffic, and drive-thru restaurants. This development pattern is influenced by the area's close proximity to the Exit 48 interchange of the Maine Turnpike (I-95), with the subject site located approximately 2,000 feet from the interchange.



Figure 5: Site distance from interchange

However, there is also increasing pedestrian and bus transit infrastructure along this corridor. Two METRO lines run along this segment of Brighton Ave, including Route 4 and the Husky Line, which extends from Downtown Portland to Downtown Gorham. There are approximately 5 METRO bus stops within a half mile of the subject property. Metro is also currently conducting a Bus Rapid Transit study that would result in high-frequency bus service between Gorham Village, Westbrook, and Downtown Portland, via Brighton Avenue.

Background

The subject property was re-zoned from the B-4 zone to the TOD-2 zone in 2024 as part of ReCode, the City's multi-year effort to modernize its land use code and implement Portland's Plan 2030. During that process, staff and the Planning Board recommended rezoning properties along Brighton Avenue east of I-95 to TOD-1 and TOD-2, while retaining properties west of I-95, including the subject property, in the B-4 zone. The City Council ultimately introduced and adopted an amendment from the floor to rezone the

subject property and adjacent properties along Brighton Avenue, west of I-95, to TOD-2 as part of its approval of ReCode in November 2024 (Order 71-24/25).

The property owner of 1220 Brighton Avenue also owns the adjacent property at 1200 Brighton Avenue, which contains a commercial medical office building and hotel. During development of the adjacent property, the owner installed a curb cut to serve the subject property and incorporated other improvements to support a complementary commercial use at that location, consistent with the B-4 zoning in effect at the time. However, no site plan application for the subject property was submitted prior to its rezoning to the TOD-2 zone.

The current conceptual plan for a restaurant with a drive-through is now prohibited under the current TOD-2 zoning. Therefore, the property owner sought a hardship variance from the Zoning Board of Appeals (ZBA). The variance request included seeking relief from the prohibition of the drive-through use along with variances for dimensional requirements relating to build-to minimum, height minimums, and minimum building length as a percentage of street frontage. In a decision dated October 2, 2025, the ZBA denied the requested variances as detailed in ZBA-003455-2025. Shortly after the decision of the ZBA, the property owner submitted a reconsideration request of the ZBA decision regarding the hardship variance, which was subsequently denied. On November 20, 2025, the property owner submitted an appeal of Portland's ZBA Decision in Cumberland County Superior Court. The ZBA decisions are included in this memo as attachments.

A letter from Tighe & Bond, Inc to the property owner, dated November 13, 2023, identified soil contamination at the subject property due to petroleum-related contaminants. Correspondence from the Maine Department of Environmental Protection (Maine DEP) to the Applicant, dated August 28, 2024, suggests any contamination is likely due to the site's former use as a sand and gravel extraction site landfill. Maine DEP outlined conditions for the safe use of the subject property, including proper handling and disposal of contaminated soil and installation of a vapor barrier and/or sub-slab depressurization system prior to occupancy. The Applicant states that Maine DEP recommended restrictions on certain sensitive uses including residential and institutional uses such as hospitals, nursing homes, childcare facilities, schools, and similar uses. Additionally, a letter from Jones & Beach Engineers, dated March 11, 2026, identifies the likely presence of clay deposits at the subject property and states such deposits would result in a more complicated and costly foundation system. Correspondence referencing contamination and soil conditions are included as attachments.

V. PREVIOUS WORKSHOP

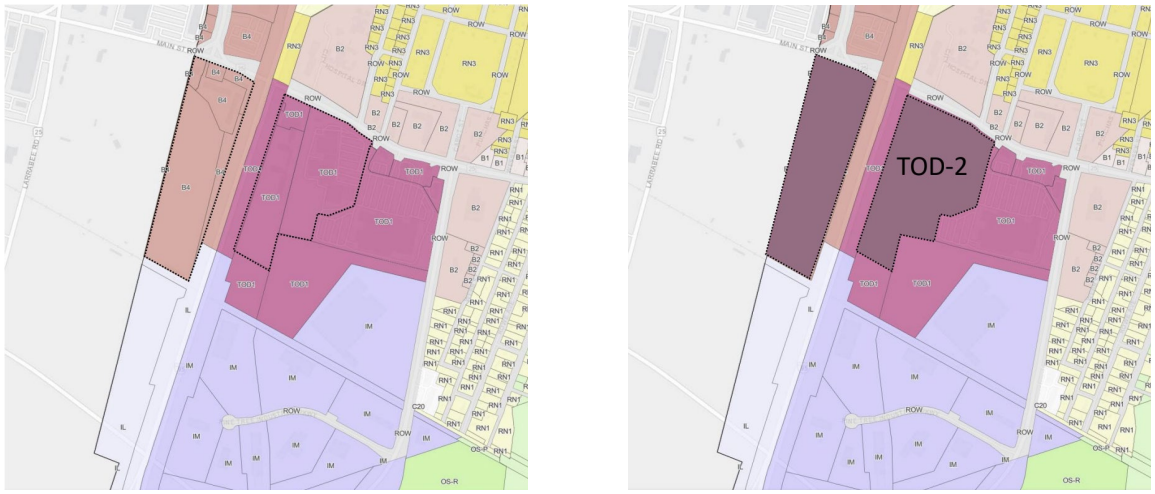
A Planning Board workshop was held on April 14, 2026 for the zoning map amendment at the subject property. At the workshop, Planning Staff provided the Board and public with an overview of the applicant's proposed zoning map amendment. Staff reminded the Board that all zoning amendments must be found to be consistent with the policies and goals of Portland's Comprehensive Plan, and shared goals from the Plan which could support both the TOD-2 zone and the proposed rezoning to B-4. The Board asked for more information about how the City Council's 2024 ReCode amendment compared to the Planning Board recommendations at the time.

The Applicant presented the proposed zoning map amendment as a way to support local economic goals of the Comprehensive Plan, as well as outlined the site constraints on the subject property relating to soil conditions and site contamination. The Board members requested that the Applicant more clearly address the goals and policies of the Comprehensive Plan.

There were several members of the public who commented at the workshop. Those in support of the amendment acknowledged the limitations faced by the Applicant due to the current land use patterns in the area. Residents in opposition to the amendment spoke to the importance of the long-term vision of Brighton Avenue as a transit-oriented corridor.

Planning Staff Response

The Planning Board requested additional information regarding the City Council amendment during the ReCode process which changed the subject property zoning to the TOD-2 zone. The following map provides a comparison of the initial TOD-1 and B-4 draft Zoning Map presented by Planning Staff and recommended by the Planning Board (left) and the final Zoning Map (right) as amended by City Council during the ReCode process.



Draft ReCode Zoning Map

Draft ReCode Zoning Map City Council Amendment

Figure 6: Staff proposed zoning map and City Council's amendment

The City Council's introduction of the TOD-2 zone along this portion of Brighton Avenue, west of I-95, reflects a transformational vision for the corridor centered on existing and planned transit infrastructure. The rezoning, as recommended by Planning staff and the Planning Board, was intended to support increasingly dense urban development along this priority corridor east of I-95, where the general area was identified as a priority node in the Comprehensive Plan. Due to the presence of I-95, which serves as a significant physical barrier, as well as the surrounding development context and proximity to the Exit 48 interchange of the Maine Turnpike, Planning staff and the Planning Board recommended retaining the B-4 zoning west of I-95. The City Council ultimately included the area containing the subject property within the TOD-2 zone to further encourage density and transit-oriented development along Brighton Avenue.

VI. APPLICANT'S CONCEPTUAL DEVELOPMENT PROPOSAL

The proposed map amendment to rezone 1220 Brighton Avenue to B-4 would facilitate the development of a commercial business with a drive-through as shown in Figure 7 below.

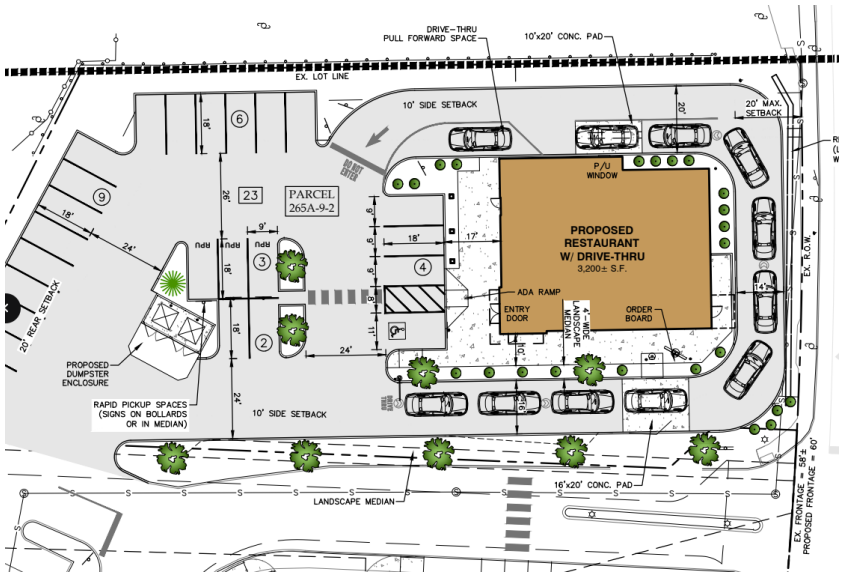


Figure 7: The conceptual site plan for 1220 Brighton Avenue

The current conceptual site plan does not meet the following use restrictions and dimensional standards of the TOD-2 zone:

- Prohibition of drive-through use and drive-through features - *Article 14-6.6.29(C)(3)*
- The minimum build-to zone (0-5 ft) – *Table 7-D*
- Minimum height (35 ft) – *Table 7-D*
- Minimum building length (80%) as percentage of street frontage– *Table 7-D*

Further, in zones where drive-throughs are permitted as an accessory use, all components of a drive-through, including stacking lanes, shall be located to the side or rear of the principal building where practicable, in accordance with Article 14-6.6.29(C)(4).

The development contemplated at 1220 Brighton Avenue in this application is conceptual at this stage, and no site plan application has been submitted. Should the proposed rezoning to B-4 be approved by the City Council, a site plan application, addressing all applicable land use standards, would be required to be submitted by the applicant to facilitate the development of this project.

VII. PROPOSED ZONING MAP AMENDMENT

The Applicant proposes a zoning map amendment to change 1220 Brighton Avenue (265 A009002) from Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4). The current conceptual plan for the subject property does not meet the following use and dimensional requirements of the TOD-2 zone: prohibition of a drive-though and drive-through features, minimum build-to zone of 0-5 ft, minimum building height of 35 feet, and minimum building length covering at least 80% of street frontage. These

current use restrictions and dimensional standards in the TOD-2 zone serve as the basis for the amendment to revert the subject property to the B-4 zone.

VIII. ZONING ANALYSIS

Overview of Zoning Purpose Statements: Existing Versus Proposed Zoning

The purpose statement for each zone under consideration is listed below:

Existing zones:

> **TOD-2 Transit Center Zone:** *"To provide for and encourage the development of high-intensity mixed-use, compact urban neighborhoods that support Portland's investment in high frequency transit infrastructure through permissions for a highly dense, pedestrian-scale built environment and a broad range of uses that allow residents to live, work, shop, dine, and pursue cultural and recreational opportunities while enjoying a range of mobility choices. The TOD-2 zone is intended to allow for the creation of vibrant, accessible, 24-hour neighborhoods at suitable locations on or near the peninsula."*

Proposed Zone:

> **B-4 Commercial Corridor**: *"To provide locations in the city for the development and operation of businesses serving a regional or larger market, to provide locations for large-scale commercial uses that require larger land areas to accommodate their operations, and to support moderate to high-density housing including three-family, four-family, townhouse, and multi-family structures. Standards of the B-4 zone acknowledge the need to maintain automobile access while encouraging improvement of the pedestrian environment and accommodating alternative modes of transportation."*

Use Comparison of Existing and Proposed Zones

As provided in Table 2, there are several noteworthy differences in use permissions between the TOD-2 and B-4 zones. Overall, the B-4 zone allows a broader range of uses than the TOD-2 zone, including uses that are typically more auto-oriented and operationally intensive. In contrast, while the TOD-2 zone permits a narrower range of uses, it is generally intended to support more intensive, compact, mixed-use development in locations that are walkable and well served by transit. For example, the B-4 zone permits lower density residential uses, and larger-scale commercial uses, such as self-storage facilities, car dealerships, and greenhouses. The B-4 zone also permits marijuana-related uses, whereas the TOD-2 zone does not. Only two uses are prohibited in the B-4 zone and allowed in the TOD-2 zone, which are elementary, middle, and secondary schools and hostels.

***Table 2** provides a comparison of the permitted uses between existing and proposed zone. Uses marked with a 'P', are permitted uses in the zone. A 'C' indicates a conditional use. A blank space means the use is not permitted. The differences between TOD-2 and B-4 are highlighted in blue.*

TABLE 2: PERMITTED AND CONDITIONAL USES IN TOD-2 and B-4		TOD-2	B-4
Residential	Two-family dwellings		P
	Three-family dwellings		P
	Four-family dwellings		P
	Town house dwellings	P	P
	Multi-family dwellings	P	P
	Live/work dwellings	P	P
	Lodging houses	P	P
Institutional	Child care facilities	P	P
	Clinics	P	P
	Cultural Facilities	P	P
	Elementary, middle, and secondary schools	P	
	Emergency Shelters		C
	Governmental uses	P	P
	Places of assembly	P	P
	Post-secondary schools	P	P
	Residential care facilities (small)	P	P
	Residential care facilities (large)	P	P
Commercial & Other	Auto, boat, related dealerships		P
	Auto service stations		P
	Bars	P	P
	Conventional halls	P	P
	Funeral homes		P
	General offices and services	P	P
	Greenhouses/nurseries		C
	Hostels	P	
	Hotels	P	P
	Intermodal Transportation facilities	P	P
	Marijuana retail stores		P
	Registered marijuana dispensary		P
	Market gardens		P
	Recreation and amusement centers	P	P
	Restaurants	P	P
	Retail (all square feet)	P	P
	Small-scale marijuana caregiver		P

	Specialty food service	P	P
	Theater and performance halls	P	P
	Veterinary services	P	P
	Animal-related services		P
	Communication studios	P	P
	Dairies		P
	Impound lots		P
	Laboratory and research facilities		P
	Low-impact industrial	P	P
	Marijuana manufacturing facilities		P
	Marijuana testing facilities		P
	Printing and publishing		P
	Self-storage facilities		P
	Studios for artists and craftspeople	P	P
	Warehousing, storage, and distribution		P
	Parks and open space	P	P
	Social service centers		C
	Solar energy systems (minor)	P	P
	Solar energy systems (major)		C
	Utility substations	P	P
	Wind energy systems (minor)	C	C

Dimensional Comparison of Existing and Proposed Zones

The dimensional standards in the existing and proposed zones reflect the differences in their respective purpose statements. The TOD-2 zone is intended to facilitate high-density, pedestrian-oriented, mixed-use development that supports the City's investment in high-frequency transit infrastructure. Meanwhile, the B-4 zone allows for lower-density development, larger lots, and a less restrictive build-to zone to accommodate larger-scale commercial uses. As shown in Table 3, the proposed re-zoning to the B-4 zone would establish a minimum lot area of 10,000 square feet and a street frontage requirement of 60 ft. The build-to zone would increase to 0-20 feet, and the build-to percentage would decrease to 50%. If re-zoned to B-4, the required building length as a percentage of street frontage would be removed entirely.

Table 3 provides a comparison of the dimensional requirements between the two proposed zones.

TABLE 3: DIMENSIONAL REQUIREMENTS	TOD-2	B-4
Lot area (min.)	None	10,000 SF
Street frontage (min)	None	60 ft.
Build-to Zone	0-5 ft.	0-20 ft.
Build-to percentage (min)	100%	50%
Building length as a percentage of street frontage (min)	80%	None

Blank wall area (max)	20 ft.	40 ft.
Rear Setback (min)	None, except 20 ft. if abutting a lot in a residential zone.	None, except 20 ft. if abutting a lot in a residential zone.
Side Setback, interior (min)	None, except 10 ft. if abutting a lot in a residential zone.	None, except 10 ft. if abutting a lot in a residential zone.
Structure height (max.)	Min: 35 ft Max: 85 ft	65 ft.
Landscaped open space ratio (min)	10%	20%

IX. COMPREHENSIVE PLAN ANALYSIS

Portland's Plan 2030

The following analysis provides a framework to assist the Board in its review of the proposed zoning map amendment. Relevant goals and policies of Portland's Plan 2030 are identified below.

The Comprehensive Plan's Future Land Use section offers a framework for how the City can strategically plan for growth and guide future changes. The Plan identifies areas to be prioritized for growth that supports concentrated mixed-use activity and complete neighborhoods, as shown below.



Figure 8: Visions of Portland's Plan 2030

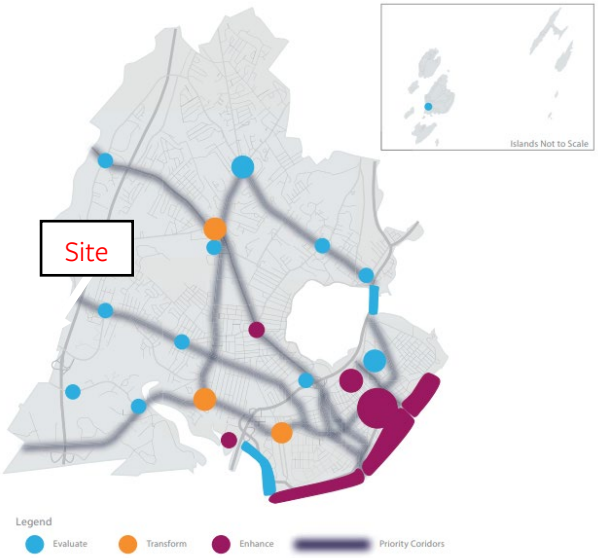


Figure 9: Portland's Plan 2030 Priority Nodes and Corridors from the Future Land Use Section

In the Future Land Use section, Brighton Avenue is identified as a priority corridor for further evaluation and potential investment to serve neighborhood needs, while the nearby intersection of Brighton Avenue and Rand Road (east of I-95) is identified as a priority node. The ReCode process evaluated the potential for growth along this portion of Brighton Ave, which resulted in the area being rezoned to TOD-1 and TOD-2.

In addition to the Future Land Use section, the Comprehensive Plan policies and goals also offer a framework for reviewing proposed map amendments. The identification of Brighton Ave priority corridor and the subsequent ReCode changes reflect Transportation and Environment Goals of the Comprehensive Plan:

Transportation:

- Future Strategies: Create incentives to spur transit-oriented, mixed-use development along corridors and in areas that can support high-quality transit service.
- Future Strategies: Support initiatives to strategically increase the frequency and span of service, on-time reliability, and geographic scope of transit service.

Environment:

- Local Goal: Adopt sustainable land use and transportation policies that support connectivity, walkable neighborhoods, and multi-modal transportation.

However, the applicant has identified the following relevant Comprehensive Plan goals, which encourage the development of the property under the B-4 zone:

Economy:

- Local Goal: Create economic prosperity by growing Portland's tax and employment base
    - Future Strategies: Modify ordinances and make strategic investments to better promote business development and job creation in priority areas.

Environment

- Local Goal: Support Sustainable Land Use and Transportation Policies
    - Future Strategies: Plan for the mitigation and redevelopment of brownfields to support productive uses and a healthier environment for residents.

The Applicant states that the dimensional restrictions of the current zoning along with the contamination and soil conditions on the property limit the development potential of the property under the use and dimensional requirements of the TOD-2 zone. The applicant asserts that rezoning the property to B-4 would allow for the introduction of a new commercial use and facilitate the productive reuse of a contaminated site, thereby advancing the Economic and Environmental goals of the Comprehensive Plan.

Summary

The subject property's current TOD-2 zoning aligns with the Comprehensive Plan's long-term vision for a more compact, mixed-use, and pedestrian-oriented Brighton Avenue corridor. The use standards reflect an intent to support neighborhoods where residents can "*work, live, shop, and dine,*" and the dimensional

standards encourage a *"pedestrian-scale built environment" that* emphasizes building placement close to the street, with an active and continuous street wall, rather than automobile-oriented development. The rezoning of this portion of Brighton Avenue from B-4 to TOD-2 in 2024 reflected an intent to transition this corridor over time toward a more compact, mixed-use, and pedestrian-oriented development pattern.

However, the proposed rezoning to B-4 would address the economic and environmental constraints affecting the subject property. Existing development along Brighton Avenue west of I-95 is characterized by large-scale commercial uses with prominent parking and other design elements supporting automobile use. These established land use patterns are generally consistent with the use and dimensional standards of the B-4 zone. As the applicant notes, the B-4 zone is intended to support businesses serving a regional or larger market and to accommodate automobile access, consistent with the zone's purpose statement. The applicant further asserts that this development pattern aligns with certain economic and environmental goals of the Comprehensive Plan.

Accordingly, the proposed rezoning presents a trade-off between accommodating existing development patterns and site-specific constraints and supporting broader Comprehensive Plan objectives related to growth along identified corridors and the coordination of transportation and development. In considering this amendment, the Board should evaluate whether the proposed rezoning is consistent with the goals and policies of the Comprehensive Plan and whether it would advance those objectives in the context of this site and the surrounding area.

X. STAFF RECOMMENDATION

While both the TOD-2 and B-4 zones could be found consistent with the Comprehensive Plan, staff recommend that the Planning Board consider rezoning the subject property and adjacent parcels, including 1210 Brighton Avenue, 1200 Brighton Avenue, and 1188 Brighton Avenue from TOD-2 to B-4 (see Figure 10). Expanding the B-4 rezoning area would create a more consistent land use pattern west of I-95 along Brighton Avenue and facilitate the redevelopment of underutilized sites in a manner more compatible with the existing context and automobile-oriented character of the area. The character of this section of the corridor is shaped by its close proximity to the Exit 48 interchange and the surrounding auto-oriented development extending into Westbrook, which serves both regional and larger market demands.



Applicant's proposed map amendment *Staff's proposed amendment*

Figure 10: Comparison between Applicant's and staff's proposed rezoning

The purpose statement of the B-4 zone is more closely aligned with the existing context and anticipated future conditions of this area, as it is intended to provide locations for businesses serving regional markets, accommodate large-scale commercial uses requiring larger land areas, and support moderate- to high-density housing. The standards of the B-4 zone recognize the continued importance of automobile access while also encouraging improvements to the pedestrian environment and accommodating alternative modes of transportation. The B-4 zone would continue to permit a mix of commercial and residential uses while establishing dimensional and use standards that are better aligned with the intended development pattern for this section of Brighton Avenue. Relevant Comprehensive Plan policies include:

- *Promote an economic climate that increases job opportunities and overall economic well-being*
- *Create economic prosperity by growing Portland's tax and employment base.*
- *To encourage orderly growth and development in appropriate areas of each community.*
- *To encourage and promote affordable decent, housing opportunities for all Maine citizens.*
- *Pursue policies to enable people who work in Portland to have the option to live in Portland.*

Retaining the TOD-2 zone for the remaining area to the south is recommended due to the long-term plans and vision for Rock Row, which spans both Westbrook and Portland. Future phases of Rock Row (Phase III and beyond) are anticipated to develop as a denser, walkable, mixed-use urban village that is more consistent with the intent of the City's TOD zoning districts, as illustrated in the Rock Row campus master plan (Figure 11).



Figure 11: Rock Row Campus Plan

XI. PUBLIC COMMENT

One public comment has been received as of May 20, 2026.

A neighborhood meeting was held by the applicant on March 12, 2026, at The Hampton Inn, 1210 Brighton Avenue at 5:30pm. There were no members of the public in attendance.

XII. PROPOPOSED MOTIONS

On the basis of materials submitted by the applicant, the City of Portland Land Use Code, Portland's Comprehensive Plan, public comment, and the information provided in the public hearing on May 12, 2026 for the application ZN-003527-2026, and/or other findings, the Planning Board finds that the proposed zoning map amendment **[is/is not]** consistent with the Comprehensive Plan for the city of Portland; therefore, the Planning Board **[recommends/does not recommend]** to the City Council adoption of the Zoning Map Amendment as shown in the map below to rezone parcels 265 A009002 (1220 Brighton Ave), 265 A001001 (1210 Brighton Ave), 265 A008001 (1200 Brighton Ave), and 265 A007001 (1188 Brighton Ave) to the B-4 zone.

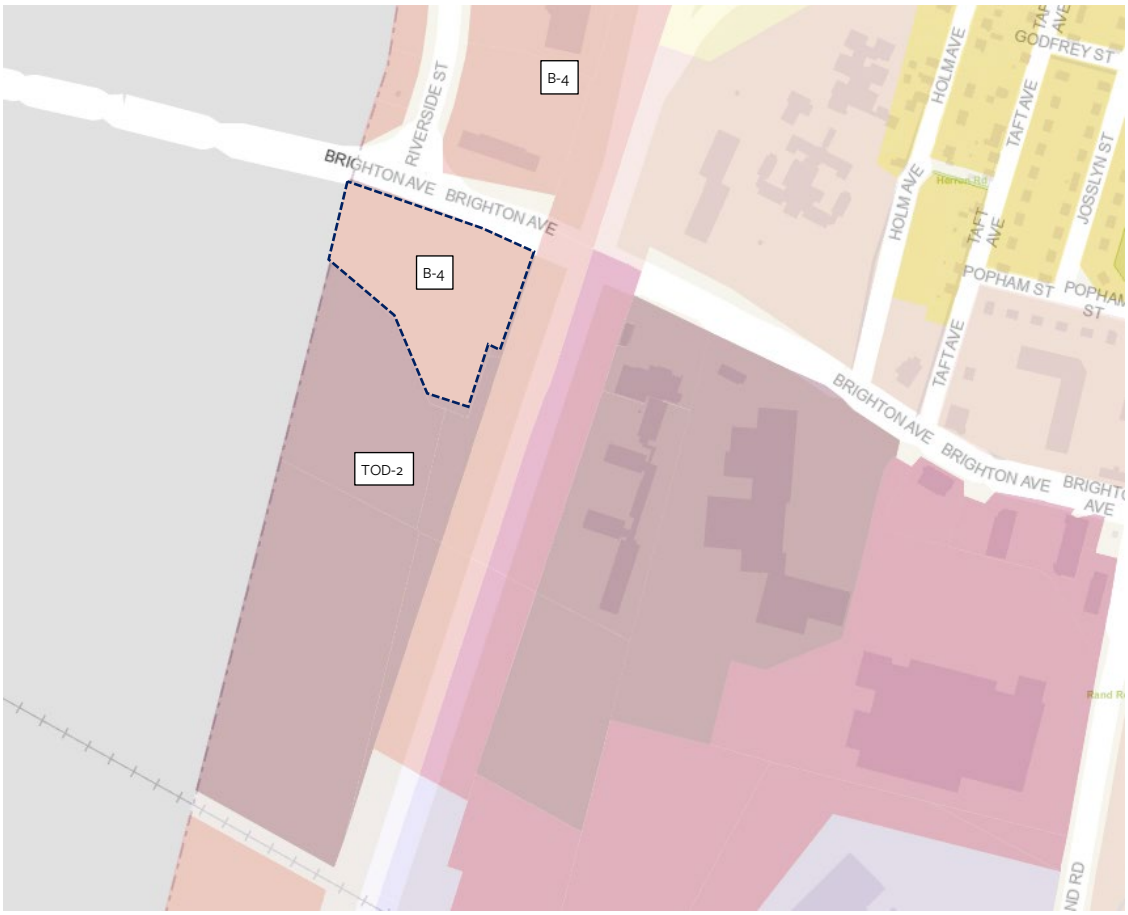


Figure 12: Zoning Map amendment for 1220, 1210, 1200, and 1188 Brighton Avenue

X. ATTACHMENTS

APPLICANT'S SUBMITTAL

A. Cover Letter
B. Consistency Letter
C. Amendment Checklist
D. Deed
E. Vicinity Map
F. Zoning Map
G. Concept Site Plan
H. Neighborhood Meeting Materials
I. Memorandum from Jones & Beach Engineers, Inc., dated March 11, 2026
J. Correspondence from Maine Department of Environmental Protection, dated December 15, 2023
K. Environmental Sample Report from Tighe&Bond, dated November 13, 2023
L. Letter from Maine Department of Environmental Protection, dated August 28, 2024
M. Updated Consistency Letter

STAFF ATTACHMENTS

S1. Variance Application for 1220 Brighton Ave submitted by Portland West Realty, dated September 8, 2025
S2. Decision of the Zoning Board of Appeals regarding Variance Application, dated October 2, 2025
S3. Decision of the Zoning Board of Appeals regarding A Request to Reconsider submitted by Portland West Realty, dated November 6, 2025
S4. Planning Board Memo, dated April 14, 2026

PORTLAND WEST REALTY, INC.
1150 Brighton Avenue
Portland, ME 04102

City of Portland, Maine
Zoning Board of Appeals
389 Congress Street
Portland, ME 04101

September 8, 2025

Dear Members of the Zoning Board of Appeals,

Portland West Realty, Inc. is the owner of 1220 Brighton Avenue, Portland, Maine (the "Property"). The Property is located on the Westbrook-Portland city boundary line and near Exit 48 on Interstate-95. ExxonMobil Oil Corporation previously owned the Property where it operated a gas station and automobile service center. While owned by ExxonMobil, the Property contained underground storage tanks ("UST"). The USTs leaked and created an underground spill of diesel fuel and other hazardous materials. Prior to selling the Property, ExxonMobil removed the USTs and completed a Voluntary Action Response Program ("VRAP") with the Maine Department of Environmental Protection. As a required component of the VRAP, restrictions were imposed on the Property preventing the Property from being used for any residential, hospital, nursing home facility, childcare, playground/recreational area, school or any other similar use. The City's adoption of the new Land Use Code in late 2024 further imposed restrictions on the Property that, in conjunction with the VRAP restrictions, prevents the Property from being developed.

Portland West Realty, Inc. is seeking a variance to allow for the development of a Panera Bread location with drive-through services on the Property. The structure to be constructed on the Property, as proposed, would be (i) shorter than the minimum height of thirty-five (35) feet, (ii) greater than the minimum build-to-zone of 0-5 feet from the street; and (iii) less than the minimum building length as a percentage of street frontage as required in the TOD-2 Zone. Having a Panera Bread move from its location in Westbrook to the Property would create a location for commuters to pick up healthy food and beverages easily and conveniently without a large disruption to the morning or evening work commutes in and out of the City. Furthermore, this variance will allow for an otherwise undevelopable piece of real estate to support and complement other nearby Portland businesses while generating tax revenue for the City.

In sum, Portland West Realty, Inc. requests that the Zoning Board of Appeals grants a hardship variance for the Property such that a Panera Bread drive-through location may be constructed thereon.

Sincerely,

Kamlesh Patel
President of Portland West Realty, Inc.

CITY OF PORTLAND
Permitting and Inspections Department

Zoning Board of Appeals

Variance Appeal Application

Applicant Information:

Applicant Name: Brendan Barry **Phone:** (207) 210 - 6281

Business Name (if applicable): Marcus Clegg **Email:** btb@marcusclegg.com

Mailing Address: 16 Middle Street, Suite 501, Portland, Maine 04101

Is the applicant an agent, representative, or lessee of the property owner/purchaser? ☐ Yes ☐ No

Name of Property Owner/Purchaser: Portland West Realty, Inc. **Phone:** (207) 807 - 1127

Business Name (if applicable): _____ **Email:** kopatel@me.com

Mailing Address: 1150 Brighton Ave., Portland, ME 04102

Property and Project Information:

Property Address: 1220 Brighton Ave. **Zone:** TOD-2

Tax Assessor's CBL: 265 (Chart #) A (Block #) 9-2 (Lot #) **Current Use of Property:** Vacant Land

Seeking a Variance from the Portland Land Use Ordinance, Chapter 14, Section 6.6.2(c)(3) and Table 7-D*

Description of Proposed Variance: To allow a building to be built on the property that is less than the minimum height requirement of 35', to allow the building to be set back more than 5' from the road and for the building to be used as a drive-through business.

Please submit all applicable items listed on the **Application Process and Instructions** sheet. You are welcome to submit any additional documents and exhibits that may support your application. Provide answers to the Variance Addendum, found on page 2 of this form.

* Variance sought under Table 7-D includes: (i) minimum build-to-zone; (ii) minimum structure height; and (iii) minimum building length as a percentage of street frontage.

The undersigned hereby makes application for a variance as described above, and certifies that the information herein is true and correct to the best of his or her knowledge and belief.

Applicant signature: _____ Date: 09/11/2025

CITY OF PORTLAND
Permitting and Inspections Department

Addendum to Variance Appeal Application

The applicant will provide answers to the four statements below.

Section 2.3.11.B of the Land Use Ordinance states that a variance may be granted by the Zoning Board of Appeals only where strict application of the ordinance, or a provision thereof, to the petitioner and his property would cause undue hardship. The board will consider the answers and evidence provided the applicant in response to the four statements below in determining whether "undue hardship" exists.

1. The land in question cannot yield a reasonable return unless a variance is granted. [Note: "failure to yield a 'reasonable return' means 'the practical loss of all beneficial use of the land…Reasonable return does not mean maximum return." *Rowe v. City of South Portland, 730 A.2d 673, 675 (ME 1999)(citations omitted.)*]
   __X__Yes _____No
   Reason and supporting facts:

   Please see attached.

2. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.
   __X__Yes _____No
   Reason and supporting facts:

   Please see attached.

3. The granting of the variance will not alter the essential character of the locality.
   __X__Yes _____No
   Reason and supporting facts:

   Please see attached.

4. The hardship is not the result of action taken by the applicant or a prior owner.
   __X__Yes _____No
   Reason and supporting facts:

   Please see attached.

389 Congress Street, Room 315 • Portland, Maine 04101 • 207-874-8703
zoning@portlandmaine.gov • www.portlandmaine.gov

Responses to Portland West Realty, Inc.'s Hardship Variance Application

1. When the applicant purchased 1220 Brighton Avenue (the "Property"), it was part of a larger parcel. The applicant developed a comprehensive plan for development of entire site which included the Hampton Inn, another site (currently occupied by Aspen Dental) and the Property, which the applicant had always intended to be leased to a business that would utilize a drive through. The Property is the last parcel on the site to be developed so the "character" of the entire development has already been established and the Property can only be used in a way that fits in with the rest of the project. Further limiting the options for use of the Property is its size - 0.65 acre. In addition, the Property is subject to various restrictive covenants because of a certain Voluntary Response Action Plan ("VRAP") conducted by the Maine DEP and a predecessor owner to remediate a hazardous material spill at the Property. The restrictive covenants prevent the Property from being used for any residential, nursing home facility, childcare, playground/recreation area, school or other similar use (the "Restrictions").

Under the new Land Use Code, effective November 4, 2024 (the "Recode") the Property is located in the Transit-Oriented Development Zone-2 ("TOD-2"). In TOD-2, buildings are required to be a minimum of 35 feet tall and a minimum length equal to 80% of the lot's street frontage. As applied to the Property, to comply with all zoning requirements, the structure on the Property would be a minimum of three stories tall and be approximately 75 feet in length. To prevent the structure from being built in a manner that would take away from the character of the locality (i.e., to prevent the building from being built in an abnormal shape), the structure would be at least 60 feet in width. Based on the foregoing dimensions, a fully compliant structure would contain approximately 13,500 total square feet of space on a lot that is only 0.65 acres in area. The remaining area of the Property would only be able to accommodate 38 parking spaces, including three handicapped accessible spaces.

While the applicant recognizes that the Recode in general, and the TOD-2 zone in particular, are intended to encourage use of public transportation, as a practical matter, the applicant cannot merely hope to find tenant-businesses whose employees, clients and customers will all utilize public transportation. As such, the applicant has consulted with leasing professionals and confirmed that any potential tenant is highly likely to expect sufficient on-site parking as a precondition to leasing any space. Here, if a structure were built on the Property in accordance with TOD-2 requirements, there would be insufficient on-site parking to attract tenants. The concept plan of the Property with a fully compliant structure as described above is included in this application packet as Concept Plan 19.

Furthermore, the Recode prevents any form of drive-through in TOD-2 despite the fact that drive-throughs are allowed in zone B-4 which is located directly across the street from the Property. Permitted uses in TOD-2 which are not already prohibited under the Restrictions, are not true options for the Property's development given the size of the lot. As outlined above, there is insufficient on site parking to attract a tenant who would operate a sit-down restaurant, hotel, office building, place of assembly, convention/performance hall or amusement center. Furthermore,

the adjacent Hampton Inn makes development of the Property as a hotel impractical.

In sum, the TOD-2 dimensional requirements in conjunction with the size of the Property would make it impossible for the applicant to lease 13,500 square feet of space for permitted purposes. Furthermore, given that the entire sire was developed in anticipation of a drive-through on the Property, the prohibition of drive-throughs makes it virtually impossible for the applicant to attract a tenant for any ground floor use. Therefore, without a variance, the Property cannot be developed in any way that is economically feasible. In short, without a variance, the Property is essentially worthless.

2. The Property was previously utilized as a gas station which contained underground storage tanks. The Restrictions imposed on the Property, which are not a general condition of the neighborhood, prevent the Property from being developed in several different manners. Additionally, the new zoning restrictions imposed on TOD-2 under the Recode further restrict the Property's use such that the Property requires a variance to yield a reasonable return. Therefore, the need for a variance is due to the unique circumstances of the Property.

3. The proposed variance will not alter the character of the locality. Directly across the street from the Property is zoned B-4 which specifically allows for drive-through buildings as an accessory use. Additionally, numerous buildings nearby are similar in height to the proposal and have drive-through service. The requested variance would allow Panera Bread to move from its current location across the street from the Property in Westbrook and into a new, easily accessible location in Portland. The proposed Panera Bread location will not alter but rather will support the essential character of the locality and its existing infrastructure. Other permitted uses in TOD-2 which are not prohibited under the Restrictions will not add value to the locality because there is already a surplus of hotels, lodging, offices and retail stores nearby.

4. The hardship is caused by the new zoning restrictions imposed by the new Recode in conjunction with the Restrictions on the Property. As shown in a letter from the Maine DEP dated August 2, 2002 (see letter enclosed in application packet), the Restrictions were required to be imposed on the Property as part of the VRAP and were not caused by a prior owner. The combination of the new zoning constraints and the Restrictions limits the Property's development potential exponentially. A variance is necessary for any future development of the Property.

MAINE REAL ESTATE TAX-Paid

DLN: 2419476

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, that Portland Hotels, Inc., a Maine corporation having its principal place of business in Portland, Cumberland County, Maine, in consideration of one dollar ($1.00) and other good and valuable consideration paid by Portland West Realty, Inc., a Maine corporation whose mailing address is 1150 Brighton Ave., Portland, ME 04102, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, and forever quitclaim unto the said Portland West Realty, Inc., its successors and assigns forever, the following described premises:

A certain lot or parcel of land situated on the southwesterly side of Brighton Avenue in Portland, Cumberland County, Maine bounded and described as follows:

Beginning at an iron pipe set on the southerly sideline of said Brighton Avenue, where it intersects with the boundary line running between the City of Portland and Westbrook, said point of beginning also lying on a course of S14°04'10"W, 5.41 feet from a drill hole in an 8"x8" granite monument on said boundary;

Thence, in an easterly direction on a curve to the right along the southerly sideline of Brighton Avenue, having a radius of 1,382.07 feet and an arc length of 111.48 feet, to a point on the northwesterly corner of land now or formerly of Portland Hotels, Inc. As described in Book 20821, Page 316;

Thence along said Portland Hotels, Inc. land on the following courses and distances:

S17°31'34"W, a distance of 25.00 feet to a point;

S27°28'26"E, a distance of 18.38 feet to a point;

S17°31'34"W, a distance of 204.84' feet to a point;

S13°27'39"W, a distance of 28.21 feet to a pipe found and land now or formerly of Dirigo Center Developers, LLC as described in Book 34380, Page 164;

Thence, along land now or formerly Dirigo Center Developers, LLC, N48°19'47"W 125.00 feet to the boundary line of said Portland and Westbrook;

Thence, along land of now or formerly Dirigo Center Developers, LLC land, N14°04'10"E 216.26 feet to the point of beginning, containing 28,290± square feet.

Reference is made to a plan titled "ALTA/NSPS land title survey 1220 Brighton Avenue Portland, Cumberland county, Maine made for Portland Hotels, Inc." dated December 13, 2023, by Owen Haskell, inc.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said Portland Hotels, Inc., its successors and assigns to its use and behoof forever.

And it does covenant with the said Grantee, its successors and assigns, that it shall and will warrant and defend the premises to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, Portland Hotels, Inc., the said Grantor has caused this deed to be executed by its duly authorized President, this 10th day of the month of February, 2025.

Signed, Sealed and Delivered
in the presence of:

PORTLAND HOTELS, INC.

By: _____
Kamlesh Patel
President

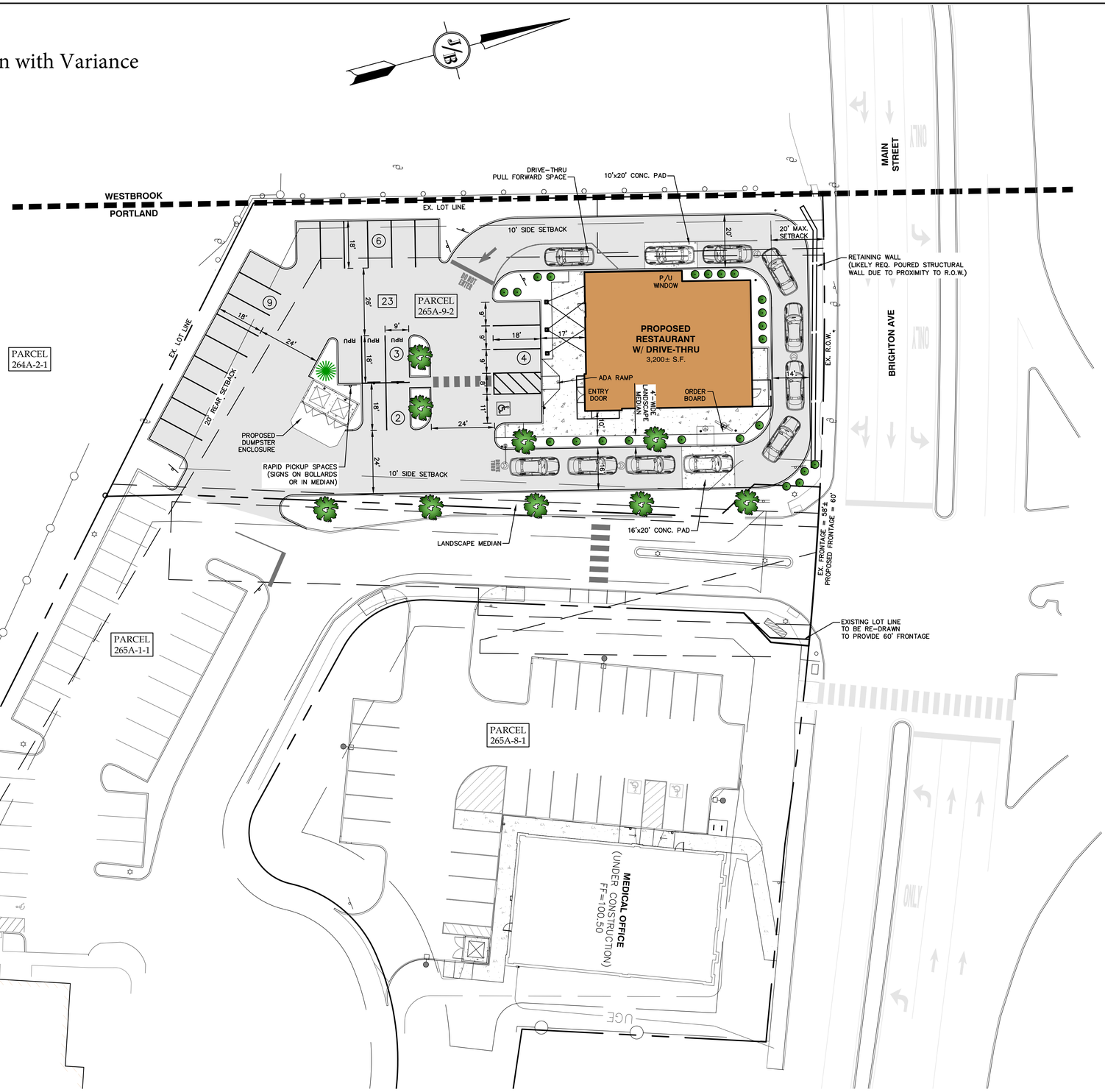
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02/11/2025, 12:37:33P
Register of Deeds Jessica M. Spaulding E-RECORDED

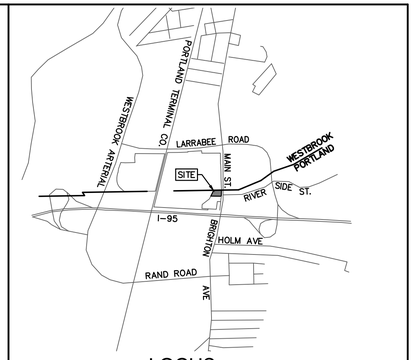
STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

On February 10, 2025, personally appeared the above-named Kamlesh Patel, the duly authorized President of Portland Hotels, Inc., in his said capacity, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me, _____
Notary Public/Attorney-at-Law
Printed Name: JENNIE CLOSE

Proposed Plan with Variance





LOCUS SCALE: 1"=2000'

SITE NOTES:

1. THE INTENT OF THIS PLAN IS TO CONSTRUCT A RESTAURANT WITH DRIVE-THRU LOT A-9. PROJECT TO BE SERVED BY ELECTRIC, GAS, MUNICIPAL SEWER & PUBLIC WATER.

2. ZONING DISTRICT: B4 – COMMERCIAL CORRIDOR ZONE

	REQUIRED	PROPOSED
LOT AREA MINIMUM =	10,000 S.F.	–
LOT FRONTAGE MINIMUM =	60'	111'±
BUILDING SETBACKS:		
MAX. FRONT SETBACK =	20'	20'
MIN. SIDE SETBACK =	10'	19'
MIN. REAR SETBACK =	20'	100'+
MAX. BUILDING HEIGHT =	65'	<30'
MAX. IMPERVIOUS SURFACE =	80%	–

3. PARKING CALCULATION:
1 SPACE REQUIRED PER 150 S.F. @ 3,200± S.F.
TOTAL SPACES REQUIRED = 21

TOTAL PARKING REQUIRED = 21
TOTAL SPACES PROVIDED = 23

REQ. STANDARD PARKING SPACE DIMENSIONS = 18' X 9'

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

THIS CONCEPT PLAN HAS BEEN PREPARED BY JONES & BEACH ENGINEERS, INC. (JBE) FOR CONCEPTUAL PURPOSES ONLY. JBE WILL ASSUME NO LIABILITY IF IT IS USED FOR ANY OTHER PURPOSE. THIS PLAN IS SPECIFICALLY NOT INTENDED FOR ANY CONSTRUCTION-RELATED ACTIVITY, INCLUDING (BUT NOT LIMITED TO) CONSTRUCTION BIDDING. IN ADDITION, DUE TO DISCREPANCIES WHICH MAY OR MAY NOT EXIST IN THE AVAILABLE PLAN REFERENCES, ANY PROPERTY LINES AND EXISTING FEATURES DEPICTED ON THIS CONCEPT PLAN AND ANY CALCULATIONS BASED ON THE SAME MAY NOT BE ENTIRELY ACCURATE. JBE ASSUMES NO LIABILITY FOR THE ACCURACY OF THESE LINES OR RELATED CALCULATIONS, AND IT IS UNDERSTOOD THAT THE USER OF THIS CONCEPT PLAN ACCEPTS ALL RESPONSIBILITY FOR ANY AND ALL ACTIONS ARISING FROM THE USE OF THIS PLAN. THE USER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HOLD HARMLESS AND INDEMNIFY JBE FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND COSTS ARISING FROM THE USE OF THIS PLAN, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES.

Design: ISM	Draft: ISM	Date: 3/7/25
Checked: WGM	Scale: AS NOTED	Project No.: 20784
Drawing Name: 20784_CONCEPT 17.DWG		

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.

REV.	DATE	REVISION	BY
2	5/27/25	MINOR REVISIONS	HCH
1	4/15/25	MINOR REVISIONS	ISM
0	3/7/25	ISSUED FOR REVIEW	ISM

Designed and Produced in NH
Jones & Beach Engineers, Inc.
Civil Engineering Services
85 Portsmouth Ave.
PO Box 219
Stratham, NH 03885
603-772-4746
FAX: 603-772-0227
E-Mail: JBE@JONESANDBEACH.COM

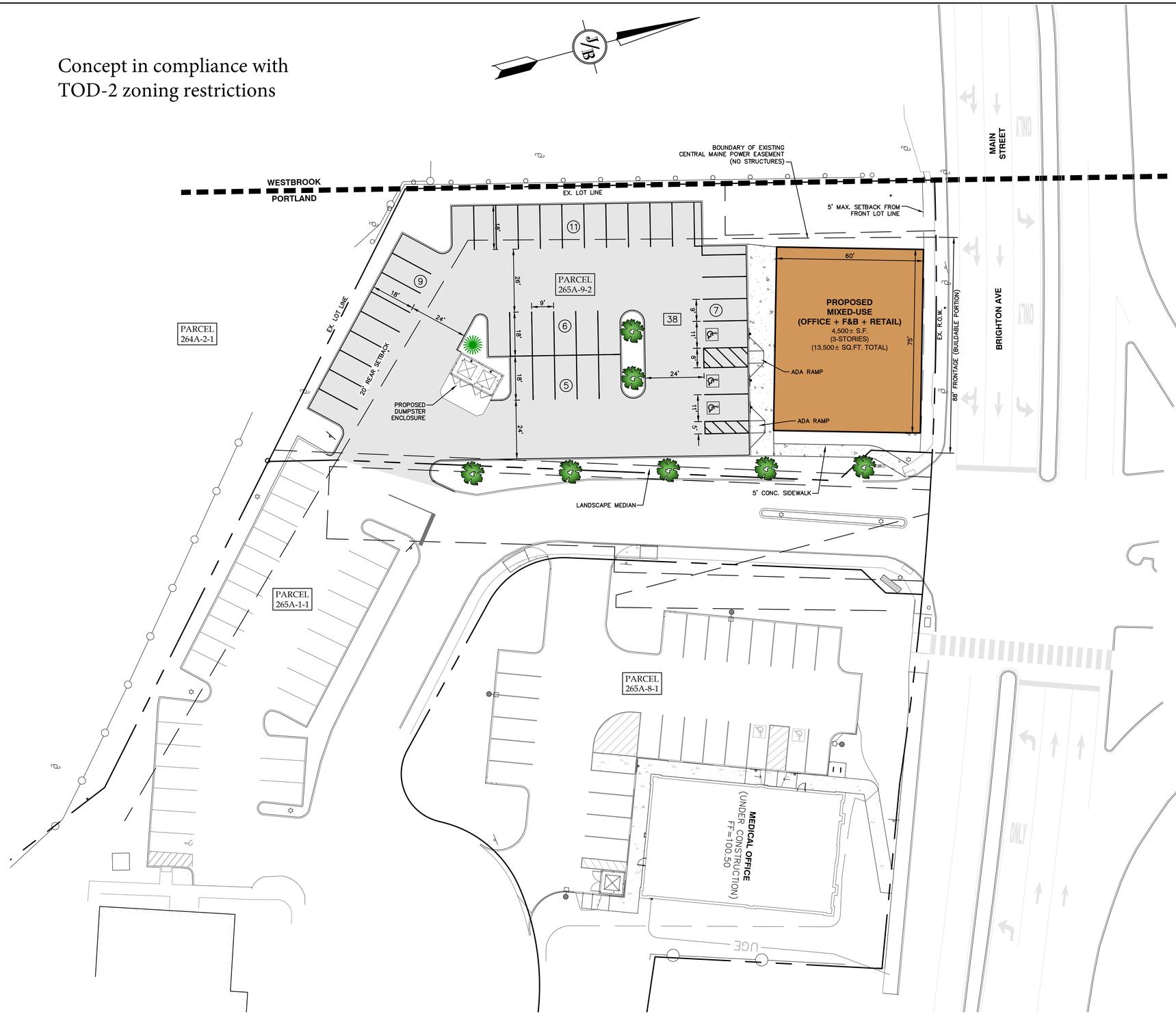
Plan Name:	CONCEPTUAL SITE PLAN
Project:	PROPOSED COMMERCIAL REDEVELOPMENT 1220 BRIGHTON AVENUE, PORTLAND, ME
Owner of Record:	PORTLAND WEST REALTY, INC 1150 BRIGHTON AVE, PORTLAND, ME 04102

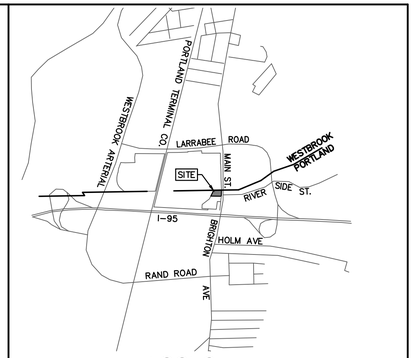
DRAWING No.

CP17

SHEET 1 OF 1
JBE PROJECT NO. 20784

Concept in compliance with
TOD-2 zoning restrictions





LOCUS SCALE: 1"=2000'

SITE NOTES:

1. THE INTENT OF THIS PLAN IS TO SHOW A 3-STORY MIXED-USE BUILDING ON LOT A-9 IN THE CITY OF PORTLAND, MAINE. PROPOSED USES INCLUDE OFFICE SPACE (UPPER LEVELS) AND FOOD & BEVERAGE & RETAIL (GROUND LEVEL). IT IS ASSUMED THAT F&B WILL OCCUPY ROUGHLY 2,500 SQ.FT. OF TEH GORUND LEVEL AND 2,000 SQ.FT. WILL BE RETAIL. PROJECT TO BE SERVED BY ELECTRIC, GAS, MUNICIPAL SEWER & PUBLIC WATER.

2. ZONING DISTRICT: TOD2 – TRANSIT-ORIENTED DEVELOPMENT ZONE 2

	REQUIRED	PROPOSED
LOT AREA MINIMUM =	N/A	–
LOT FRONTAGE MINIMUM =	N/A	–
BUILD-TO-ZONE =	0–5'	5'
BUILD-TO PERCENTAGE (MIN.) =	100%	100%
BUILDING LENGTH AS A PERCENTAGE OF STREET FRONTAGE (MIN.) =	80%	85%
BLANK WALL AREA (MAX.) =	20'	<20'
BUILDING SETBACKS:		
MAX. REAR SETBACK =	N/A UNLESS ABUTTING RESIDENTIAL	
MIN. SIDE SETBACK =	N/A UNLESS ABUTTING RESIDENTIAL	
STRUCTURE HEIGHT (MIN/MAX)=	35/125'	35'+

3. VEHICLE & BIKE SPACE REQUIREMENTS (MAXIMUMS):
   RESTAURANTS: 1 SPACE / 100 SQ.FT. OF INDOOR FLOOR AREA +
   1 SPACE / 300 SQ.FT. OF OUTDOOR SEATING AREA
   (>5,000 SQ.FT.: 1 BIKE SPACE / 1,500 SQ.FT. FLOOR AREA)
   RETAIL: 1 SPACE / 300 SQ.FT. OF FLOOR AREA
   (>5,000 SQ.FT.: 1 BIKE SPACE / 1,500 SQ.FT. FLOOR AREA)
   OFFICE: 1 SPACE / 200 SQ.FT. OF FLOOR AREA
   (>5,000 SQ.FT.: 1 BIKE SPACE / 1,500 SQ.FT. FLOOR AREA)

   RESTAURANT: 2,500 SQ.FT./100 = 25 SPACES
   RETAIL: 2,000 SQ.FT./300 = 7 SPACES
   OFFICE: 9,000 SQ.FT./200 = 45 SPACES

   MAX. PARKING SPACES ALLOWED = 77 SPACES
   TOTAL SPACES PROPOSED = 38 SPACES

   REQ. STANDARD PARKING SPACE DIMENSIONS = 18' X 9'

4. COMPLIANCE W/ BUILDING REQUIREMENTS:
   – BUILDABLE FRONTAGE (EXCLUSIVE OF EXISTING ENCUMBRANCES) = 88'
   – REQ. BUILDING LENGTH AS PERCENTAGE OF FRONTAGE:
   – 88' x 80% = 70.4'
   MIN. BUILDING LENGTH REQUIRED = 70.4'
   BUILDING LENGTH PROPOSED = 75' = 85% OF 88' BUILDABLE FRONTAGE

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

THIS CONCEPT PLAN HAS BEEN PREPARED BY JONES & BEACH ENGINEERS, INC. (JBE) FOR CONCEPTUAL PURPOSES ONLY. JBE WILL ASSUME NO LIABILITY IF IT IS USED FOR ANY OTHER PURPOSE. THIS PLAN IS SPECIFICALLY NOT INTENDED FOR ANY CONSTRUCTION-RELATED ACTIVITY, INCLUDING (BUT NOT LIMITED TO) CONSTRUCTION BIDDING. IN ADDITION, DUE TO DISCREPANCIES WHICH MAY OR MAY NOT EXIST IN THE AVAILABLE PLAN REFERENCES, ANY PROPERTY LINES AND EXISTING FEATURES DEPICTED ON THIS CONCEPT PLAN AND ANY CALCULATIONS BASED ON THE SAME MAY NOT BE ENTIRELY ACCURATE. JBE ASSUMES NO LIABILITY FOR THE ACCURACY OF THESE LINES OR RELATED CALCULATIONS, AND IT IS UNDERSTOOD THAT THE USER OF THIS CONCEPT PLAN ACCEPTS ALL RESPONSIBILITY FOR ANY AND ALL ACTIONS ARISING FROM THE USE OF THIS PLAN. THE USER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HOLD HARMLESS AND INDEMNIFY JBE FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND COSTS ARISING FROM THE USE OF THIS PLAN, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES.

Design: ISM	Draft: ISM	Date: 9/5/25
Checked: WGM	Scale: AS NOTED	Project No.:20784
Drawing Name: 20784_CONCEPT 19.DWG		

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.

REV.	DATE	REVISION	BY
0	9/5/25	ISSUED FOR REVIEW	ISM

Designed and Produced in NH
Jones & Beach Engineers, Inc.
Civil Engineering Services
85 Portsmouth Ave.
PO Box 219
Stratham, NH 03885
603-772-4746
FAX: 603-772-0227
E-Mail: JBE@JONESANDBEACH.COM

Plan Name:	CONCEPTUAL SITE PLAN
Project:	PROPOSED COMMERCIAL REDEVELOPMENT 1220 BRIGHTON AVENUE, PORTLAND, ME
Owner of Record:	PORTLAND WEST REALTY, INC 1150 BRIGHTON AVE, PORTLAND, ME 04102

DRAWING No.
CP19
SHEET 1 OF 1
JBE PROJECT NO. 20784

Doc#: 34100 Bk:26152 Pg: 307

RECORD AND RETURN TO:
STEWART TITLE - NTS
1980 POST OAK BLVD
Ste. 610
HOUSTON TEXAS 77056
ATTN: DEBBIE MOORE
NTS# 08331771 - SS#80304

-SPACE ABOVE THIS LINE FOR RECORDER'S USE -

MAINE REAL ESTATE TAX PAID

SPECIAL WARRANTY DEED

STATE OF MAINE §
§
COUNTY OF CUMBERLAND § KNOW ALL MEN BY THESE PRESENTS:

THAT EXXONMOBIL OIL CORPORATION, formerly known as Mobil Oil Corporation, a New York corporation, having an office at 3225 Gallows Road, Fairfax, VA 22037-0001 ("Grantor") for and in consideration of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000) cash to it in hand paid by PORTLAND HOTELS REALTY, INC having an address of 738 Main Street, Portland, Maine 04106-5402 ("Grantee") the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") in the City of , Portland, County of Cumberland, State of Maine, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

1. This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all existing leases, easements, encumbrances, rights-of-way, covenants, conditions and/or restrictions, all the foregoing whether of record or not, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property and all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes), collectively the "Permitted Encumbrances".

2. **GRANTEE ACKNOWLEDGES THAT THE PROPERTY HAS BEEN USED AS AN AUTOMOBILE SERVICE STATION FOR THE STORAGE, SALE, TRANSFER AND DISTRIBUTION OF PRODUCTS, INCLUDING, WITHOUT LIMITATION, MOTOR VEHICLE FUEL AND PETROLEUM PRODUCTS OR DERIVATIVES CONTAINING PETROLEUM HYDROCARBONS, AND THAT SUCH FUEL, PRODUCTS OR DERIVATIVES OR OTHER HAZARDOUS MATERIALS MAY HAVE BEEN SPILLED, LEAKED, OR OTHERWISE DISCHARGED ONTO OR INTO THE PROPERTY CAUSING CONTAMINATION TO THE SOIL AND/OR GROUNDWATER ON OR UNDER THE PROPERTY.**

3. Deed Restriction and Covenant Against Residential Use.

a. This conveyance is made by Grantor and accepted by Grantee subject to the following restrictions and covenant and agreement by Grantee on its behalf and that of the Grantee-Related Parties that neither the Property herein conveyed nor any part thereof separately or in conjunction with other property shall at any time within a period of fifty (50) years be used for residential, hospital, nursing home facility, child care, playground/recreational area, school or any similar use which is intended to house, educate or provide care for children, the elderly, or the infirm, or agricultural uses nor shall the Property nor any portion thereof be used for the construction or installation of basements or any water wells for drinking, food processing or irrigation purposes or any other purposes; that this covenant shall survive delivery of this Deed; that this covenant and agreement shall run with the land herein conveyed and that a similar restrictive covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof (collectively, the "Sensitive Use Restrictions"). Except as expressly set forth above, the Sensitive Use Restrictions shall continue in full force and effect for a period of fifty (50) years from the date of this Deed; provided, however, if and to the extent that any of the reservations or covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statue or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive the class of persons consisting of all of the lawful descendants of former U.S. President George W. Bush, living as of the date of this Deed.

b. The foregoing Sensitive Use Restrictions are collectively referred to as the "Deed Restrictions".

c. This conveyance is made by Grantor and accepted by Grantee subject to the following covenant and agreement by Grantee on its behalf and that of the Grantee-Related Parties that if at the date of this Deed the applicable "as of right" zoning use of the Property does not include any residential use, that Grantee, nor any Grantee-Related Party, will not at any time hereafter seek to or cause any application to be made to the relevant local governing authorities to amend the zoning of the Property to a use which includes any residential use whether on an "as of right" basis or on any other basis whatsoever, nor seek to take advantage of any non-conforming user rights or exception to use including special use permits (collectively, the "Covenant Against Residential Use").

d. All of the covenants and agreements of Grantee set forth in the Deed Restrictions and the Covenant Against Residential Use shall be covenants running with the Land and binding upon the Property. Each of the foregoing covenants and agreements

of Grantee shall survive delivery and recordation of this Deed and shall be specifically enforceable against Grantee and the Grantee-Related Parties and any subsequent owner, user or occupier of the Property from time to time. If Grantee, the Grantee-Related Parties or any owner user or occupier of the Property breaches any of the provisions of the provisions of the foregoing Deed Restrictions or the Covenant Against Residential Use, in addition to Grantor's right to specifically enforce such provisions, Grantor shall have all rights and remedies available at law or in equity.

4. Engineering Controls.

a. Grantee agrees and acknowledges that the conveyance of the Property is subject to the following covenants of Grantee and that these covenants were a material inducement to Grantor's sale of the Property. As part of the consideration of Grantor's sale of the Property to Grantee, Grantee agrees that in developing the Property, Grantee shall, at its sole cost and expense, adopt and use all engineering and related technical assistance available and standard to the industry to protect the health and safety of persons and that depending upon the nature of Grantee's development of the Property Grantee may need to consider the use of engineering controls to prevent the migration of vapors and/or liquids containing Hazardous Materials into any buildings, underground utilities or storm water retention/detention ponds, including without limitation, vapor installation systems, vapor barriers, sealed sumps and storm pond liners. At a minimum, Grantee agrees that it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering Controls". Grantee further agrees that Grantee will retain a third party licensed professional engineer to document that the engineering controls were designed consistent with ASTM 2435-05 and installed.

(1) Grantee agrees that all buildings constructed on the Property shall be constructed slab on grade and shall have no living, working, storage or parking areas below grade, notwithstanding the foregoing, below grade utilities and foundations are permitted, provided that Grantee protects them from vapor or liquid intrusion by installing an appropriate vapor ventilation system and vapor/liquid barrier.

(2) Grantee agrees that it will never use the Property for the purpose of obtaining from beneath the surface of the Property any water for any reason whatsoever from any ground water table or similar water basin accessed from the Property.

(3) Grantee agrees that any existing bore-water or groundwater wells located on the Property used for the purposes of obtaining water from beneath the surface of the Property, will be capped, disabled, and sealed in accordance with all applicable Environmental Laws and industry standards and will not be re-opened and used at any time and must remain capped, disabled and sealed.

(4) Grantee agrees that if, at any time, the Property is used for below grade activities other than simple storage with no residential use that Grantee will install at its cost into any below ground areas of the development an appropriate vapor ventilation system. Such vapor ventilation system shall be installed by a licensed contractor experienced in the installation of such systems. In addition, Grantee shall operate and maintain the vapor ventilation system to ensure that the system extracts appropriate levels of vapors so all applicable indoor air quality standards are met. In addition, Grantee shall annually test the air quality and the system to ensure the system is adequately extracting the appropriate levels of vapors to meet applicable indoor air quality standards. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(5) Grantee agrees that if, at any time after the Closing Date, a new building foundation is installed on the Property ("New Foundation") that prior to commencing any construction related to the New Foundation Grantee, at its sole cost, shall install an impervious liner under the New Foundation to act as an effective vapor barrier. Grantee shall not be required to retrofit or install an impervious liner under the existing building foundation supporting the existing building on the Property as of the Closing Date ("Existing Foundation"). However, if after Closing, the Existing Foundation is demolished and a New Foundation is installed to replace it, then Grantee will be responsible for installing an effective vapor barrier. Such liner shall be installed by a licensed contractor experience in the installation of such liners. In addition, Grantee shall maintain the liner so that it remains as an effective barrier. The liner shall be of the appropriate strength and quality and be resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(6) Grantee agrees that if, at any time, the use or development of the Property involves any common areas such as gardens, yards, recreation areas or open space areas, Grantee, at its sole cost and expense, shall excavate and remove all impacted soil to a depth or one (1) meter or pave or seal such areas to the maximum extent to protect human health and safety. It is acknowledged that the foregoing requirement shall not be deemed to permit any Sensitive Use, which is otherwise prohibited by this Agreement. The term "impacted" means any visual staining, detectable vapors (odor) or concentrations above the analytical method detection limit present in the soil. Not impacted soil is soil where no background concentrations exceed standard and remediation is not required by local regulations

b. Grantee's agreement to install the Engineering Controls is a material inducement to Grantor in the sale of the Property to Grantee.

c. Grantee's agreement to install any of the Engineering Controls shall be specifically enforceable against the applicable Grantee-Related Parties. If Grantee, or

any applicable Grantee-Related Party breaches these provisions regarding Engineering Controls Grantor shall have the right to enforce every remedy, either public or private, available at law and in equity against the Grantee and the applicable Grantee-Related Parties, including but not limited to injunctive relief and specific performance. All remedies provided herein, including without limitation, those at law or in equity, shall be cumulative and not exclusive. Any purchaser or successor owner of the Property shall take title to the Property subject to the terms of these Engineering Controls.

d. All of the covenants and agreements of Grantee set forth herein regarding the Engineering Controls shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure these Engineering Controls from any subsequent purchase, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and these Engineering Controls shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

7. Grantor's Reservation of Access.

a. This conveyance is made by Grantor and accepted by Grantee subject to the following reservation by Grantor for access to the Property after Closing. Grantor reserves the right of access to the Property after Closing, and Grantor on behalf of itself and the Grantee-Related Parties grants to Grantor access to the Property after Closing, at no cost to Grantor, for Grantor, Grantor's employees, agents, contractors and successors and assigns for the purpose of inspecting the Property and confirming Grantee's and the applicable Grantee-Related Parties' compliance with the terms and conditions of the Deed and the obligations of Grantee under the purchase and sale agreement between Grantor and Grantee that survived the closing and the delivery of this Deed, including without limitation Grantee's compliance with the Deed Restriction, the Covenant Against Residential Use, the Engineering Controls, and/or conducting investigation and remediation operations pursuant to Grantor's remediation obligations, if any, under this Deed. Grantor will not be liable to Grantee or the Grantee-Related Parties and Grantee hereby waives on its own behalf and on behalf of the Grantee-Related Parties all Claims arising from business disruption or any other Claims whatsoever resulting from such access or Losses (including, without limitation, lost business opportunity or income, reasonable attorneys' fees, court costs and settlement of claims) except that Grantor shall be liable to Grantee for actual damages (but not consequential or incidental or speculative damages) arising directly from the gross negligence or willful misconduct of Grantor on the Property.

b. Grantor's reservation of access shall be covenants running with the land and binding upon the Property, Grantee and applicable Grantee-Related Parties and

any lessee, licensee, occupier, user or subsequent owner or transferee of the Property. Any transferee, assignee, or successor owner, lessee, licensee, occupier or user of the Property shall take title to
the Property subject to Grantor's reservation of access. The rights and benefits of this reservation of access inure to the benefit of Grantor, its Affiliates, successors and assigns.

c. Grantee agrees that Grantor's reservation of access set forth in this Deed shall be a covenant that runs with the land herein conveyed and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure Grantor's reservation of access from any subsequent purchase, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and Grantor's reservation of access shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

8. Environmental. Grantor has caused to be conducted an environmental site assessment ("Assessment") to attempt to determine the existence, if any, of Hazardous Materials associated with Grantor's operation of a service station on the Property in the soil, water, or groundwater on and/or under the Property caused by the activities of Grantor. The written report(s) setting forth the results of such assessment has been provided to Grantee. The written report(s) setting forth the results of the Assessment will be used by Grantor to prepare and file reports, where applicable, with the appropriate federal, state or local governmental authority having and exercising jurisdiction over the matter or its designee (the "Governmental Authority"). Grantor shall remediate such Hazardous Materials if: (i) such Hazardous Materials result from the activities of Grantor before the date of this Deed and (ii) if the amount of such Hazardous Materials is required to be remediated by the Governmental Authority pursuant to laws in effect as of the date of this Deed ("Covered Contamination"). As used herein, the term "Baseline Condition" shall mean the level of such Hazardous Materials established in the written report(s) setting forth the results of the Assessment as such levels are reduced by Grantor's remediation of Covered Contamination, if any. If, following the date of this Deed, any Governmental Authority requires further testing or remediation of Covered Contamination; the Baseline Condition shall be modified as reasonably indicated by the results of such tests.

a. Grantee shall be solely responsible for investigation and/or remediation of (and any costs or expenses related to) any Hazardous Materials deposited, released or discharged on or into the Property from and after the date of this Deed or migrating onto or into the Property after the date of this Deed. If, after the date of this Deed but before Grantor has completed its remediation of the Covered Contamination, a deposit, release or discharge of any Hazardous Materials required to be reported by applicable Environmental Laws occurs on the Property, Grantee shall promptly notify

Grantor and the Governmental Authority and provide Grantor a copy of any discharge report, notice of discharge or violation or similar notification issued to Grantee or required of Grantee to be completed or filed with respect to same. Grantee shall pay to Grantor its prorata share of Grantor's increased cost of remediation attributable to such deposit, release or discharge.

b. Grantee hereby assigns to Grantor any and all right, claim or interest, which the Grantee or the Property may have to payment or reimbursement by any third party or any Governmental Authority in connection with remediation of the Covered Contamination.

c. Grantor reserves the exclusive right to negotiate with any third party or Governmental Authority regarding any investigation or remedial work by Grantor pursuant to this Deed or which a third party or Governmental Authority may require.

d. During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and Grantee will provide to each other copies of all reports, correspondence, notices and communications sent to or received from any Governmental Authority regarding the environmental condition of the Property and any remediation of the Property.

e. Grantor's remediation responsibilities shall inure to the benefit of the Grantee and the lending institution holding the first mortgage to finance Grantee's purchase of the Property, but not to subsequent purchasers, assigns, or successors of Grantee or its lender.

f. Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents, and contractors for the purpose of conducting investigation and remediation operations. Grantor shall, to the extent practicable consistent with sound remediation practices, undertake such investigation and remediation actions in a manner that will not unreasonably disrupt any operations on the Property. Grantor will not be liable to Grantee or the Grantee-Related Parties for business disruption or any direct or consequential damage, injury, or loss whatsoever resulting from such access remediation; however, Grantor will not prevent Grantee or its tenants from using the Property unless such prevention results from complying with a requirement of any governmental authority. Grantee shall be responsible for any cost or expense of relocating, repairing and replacing Grantor's investigation and remediation equipment damaged by Grantee or by its contractors, invitees or employees and shall reimburse Grantor for such costs.

9. In consideration of this Deed, the conveyance of the Property to Grantee, and the obligation of Grantor to remediate the Covered Contamination as described above, Grantee agrees on behalf of itself and the Grantee-Related Parties, as applicable, to accept the conveyance of the Property in its present condition and to make no claim regarding the environmental condition of the Property. On the Closing Date Grantee, on behalf of itself and the Grantee-Related Parties, shall be solely responsible for the

investigation and/or remediation of (and any costs or expenses related to) any Hazardous Materials existing on the Property or deposited, released or discharged on or into the Property or migrating onto or into the Property except for Grantor's obligations to remediate Covered Contamination, if any, set forth above. Grantee for itself and the Grantee-Related Parties releases and forever discharges Grantor and the Grantor-Related Parties of and from any and all, and all manner of, Claims and Losses of any kind or of any nature whatsoever, including without limitation any claim made under any Environmental Law including without limitation CERCLA and RCRA and/or any registration requirements including compliance testing, any Claims asserted by any third party or Governmental Authority, known and unknown, foreseen and unforeseen, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by Grantee or the Grantee-Related Parties, whether herein named or referred to or not arising out of, related to or connected with the environmental condition of the Property and the Improvements and the equipment on the Property, including without limitation, any contamination from Hazardous Materials or the presence or the existence of Hazardous Materials on, in, under or about the Property, or the migration of any Hazardous Materials onto or from the Property. Grantee expressly declares and agrees: (i) the foregoing release covers and includes all Claims and Losses several or otherwise, past, present or future, which can or may ever be asserted by any person or entity, or otherwise as the result of the environmental condition of the Property and the improvements and the equipment on the Property, including any contamination from Hazardous Materials or the presence or existence of Hazardous Materials onto, in, under or about the Property or the migration of any Hazardous Materials on or from the Property, (ii) the foregoing release covers and includes any and all future Claims and Losses not now known to any of the parties hereto but which may later develop or be discovered, including the effects or consequences thereof and including all Claims and Losses therefor, and (iii) Grantee on behalf if itself and the Grantee-Related Parties indemnifies and holds harmless the said parties released hereby, against Claims and Losses from any and every claim or demand of every kind and character, including claims or demands for contribution, which may be asserted by Grantee or the Grantee-Related Parties by reason of any Claims or Losses or effects or consequences thereof. The forgoing release does not release Grantor from its obligation to remediate Covered Contamination, if any, pursuant to this Deed.

10. Assumption and Release. In addition, on the Closing Date, Grantee shall be solely responsible for, and on behalf of itself and the Grantee-Related Parties shall indemnify, protect, defend (with counsel acceptable to Grantor) and hold each of the Grantor- Indemnified Parties harmless from and against, any and all Claims and Losses of any kind or of any nature whatsoever, known and unknown, foreseen and unforeseen, which may at any time be imposed upon, incurred by or asserted or awarded against the Grantor-Indemnified Parties arising from or by reason of or in relation to the environmental condition of the Property, including without limitation, the presence or existence of or contamination of Hazardous Materials on, in, under or about the Property or the migration of any Hazardous Materials onto or from the Property, except for Grantor's obligations to remediate Covered Contamination, if any, set forth in this Deed.

11. Indemnity. In addition, Grantee shall be responsible for, and defend (with counsel acceptable to Grantor) and indemnify Grantor and the Grantor-Indemnified Parties from and against any Claims or Losses, to include property damage and personal injury in any way arising out of the presence of asbestos or asbestos containing material located in or on the Property, asserted by any third party or public authority after the date of this Deed. Furthermore, Grantee, for itself and the Grantee-Related Parties, as applicable, does hereby release, hold harmless and forever discharge Grantor and the Grantor Indemnified Parties, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity (including, without limitation, any causes of action under the Rules) for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee and its employees, agents, servants, and representatives, arising out of or in relation to any presence of asbestos or asbestos containing material located in, or on the Property.

12. Covenants running with the Land. The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.

13. Pro-ration of Taxes. Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

14. Definitions. The following definitions are used in this Deed:

a. Environmental Laws (or individually, an Environmental Law). The term Environmental Laws or individually, an Environmental Law means any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to health, industrial hygiene, environmental or ecological conditions or Hazardous Materials including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA"); the Resource Conservation and Recovery Act as amended, 42 U.S.C. Section 6901 et seq.("RCRA"); the Toxic Substance Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. Section 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Federal Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; and the laws, rules, regulations and ordinances of the U. S. Environmental Protection Agency, the County and State in which the Property is located and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Property or the use or operation thereof.

b. Hazardous Materials. The term Hazardous Materials means those substances, materials, and wastes, including but not limited to, those substances,

materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable Environmental Law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "Hazardous Substance" pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec 1371), or (v) defined as a "hazardous waste" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec 9601, et. seq. (42 U.S.C. 9601).

c. Affiliate(s). The term Affiliate(s) means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting securities or by contract or otherwise. "Persons" means an individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity.

d. Claims (or individually a Claim). The term Claims (or individually a Claim) means each and every action, right, loss, cost, claim, obligation, damage, liability, demand, payment, fine, penalty, cause of action at law or in equity, defense, proceeding, injury, judgment (including expert witness fees and attorneys' fees awarded as part of a judgment), lien, cost or expense, including, but not limited to, attorneys' fees and other litigation expenses.

e. Grantee-Related Parties. The term Grantee-Related Parties means Grantee, its parent, subsidiaries, Affiliates, and their respective owners, officers, employees, agents, representatives, contractors, invitees, servants, successors or assigns, its heirs and representatives and any lessee, licensee, occupier, user or subsequent owner of the Property.

f. Losses. The term Losses means any and all Claims, including without limitation losses or claims arising from business disruption, lost business opportunity or income, reasonable attorneys' fees, court costs and the costs of investigation and settlement of Claims.

g. Rules. The term Rules means the Occupational Safety and Health Administration Department of Labor, Rules relating to or regarding asbestos including 29 CFR Parts 1910 and particularly including Part 1926, 59 Fed. Reg. 40964 et. seq. (1994) as same may be amended.

h. Grantor-Indemnified Parties. The term Grantor-Indemnified Parties means Grantor, its parent, subsidiaries, and Affiliates and their respective owners, shareholders, members, partners, directors, officers, agents, servants, employees, representatives, contractors, successors and assigns.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has signed this deed this 17 day of June, 2008, but EFFECTIVE as of this _____ day of _____, 2008, ("Effective Date").

WITNESS:

By: Patricia Kuj
Name: PATRICIA KUJ

EXXONMOBIL OIL CORPORATION,
a New York corporation

By: _____
Name: D.J. FISHER
Title: Agent and Attorney-in-Fact

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF FAIRFAX §

The foregoing instrument was acknowledged before me on June 17, 2008 by D.J. Fisher, Agent and Attorney-in-Fact for EXXONMOBIL OIL CORPORATION, a New York corporation, on behalf of the corporation.

Given under my hand and official seal.

BROOKE LAUREN BAYLISS ★ NOTARY PUBLIC REG. #337893 MY COMMISSION EXPIRES 7/31/2011 ★ COMMONWEALTH OF VIRGINIA

_____
Notary Public, Commonwealth of Virginia
My Commission Expires: 7/31/2011

WITNESS:

By: Gary Vogel
Name: GARY D. VOGEL

PORTLAND HOTELS REALTY, INC,
a Maine corporation

By: [signature]
Name: kamlesh patel
Title: president

STATE OF MAINE §
§
COUNTY OF cumberland §

The foregoing instrument was acknowledged before me on June 23, 2008, by Kamlesh Patel, Pres, for Portland Hotels Realty, Inc, on behalf of the corporation.

Given under my hand and official seal.

Gary Vogel
Atty at Law ~~Notary Public,~~ State of Maine
My Commission Expires: N/A SP #__
_____, Maine
GARY D. VOGEL

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM EXXONMOBIL OIL CORPORATION TO PORTLAND HOTELS REALTY LLC

1200 Brighton Avenue
Portland, Maine

A certain lot or parcel of land with improvements thereon situated on the southerly side of Brighton Avenue, City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at an iron pipe situated in the southerly right of way line of Brighton Avenue and at the northwesterly corner of the parcel of land described in the conveyance to Central Atlantic Produce LTD, recorded in Book 7091, Page 223, Cumberland County Registry of Deeds;

Thence, south eighteen degrees zero minutes ten seconds west (S 18°00'10"W) one hundred twenty five and zero hundredths (125.00) feet along the westerly line of the parcel of land described in conveyance to Central Atlantic Produce LTD and the westerly line of the parcel of land described in the conveyance to Swiss Chalet Motor Lodge Portland, recorded Book 3204, Page 805 Cumberland County Registry of Deeds, to the southeasterly corner of the parcel of land described herein;

Thence north sixty-eight degrees forty minutes ten seconds west (N 68°40'10"W) one hundred forty seven and zero hundredths (147.00) feet along the northerly line of the parcel of land described in the conveyance to Swiss Chalet Motor Lodge Portland to the southwesterly corner of the parcel of land described herein;

Thence north fifteen degrees forty two minutes zero seconds east (N 15°42'00"E) one hundred twenty five and zero hundredths (125.00) feet along the easterly line of the parcel of land described in the conveyance to Swiss Chalet Motor Lodge Portland to the southerly right of way line of Brighton Avenue at a non tangent curve concave to the south and having a radius of one thousand three hundred eighty two and two hundredths (1,382.02) feet;

Thence southeasterly seventy six and forty six hundredths (76.46) feet along the arc of said curve in the southerly right of way of Brighton Avenue through a central angle of three degrees ten minutes eleven seconds (3°10'11") to the point of tangency of said curve;

Thence south sixty nine degrees thirty one minutes fifty seconds east (S 69°31'50"E) by a non tangent line to said curve seventy five and fifty four hundredths (75.54) feet along the southerly right of way line of Brighton Avenue to the point of beginning.

Said described parcel of land contains eighteen thousand five hundred eighty five (18,585) square feet and is that parcel of land described in the conveyance to Humble Oil and Refining Corporation recorded in Book 3208, Page 467 in Cumberland County Registry of Deeds.

TOGETHER WITH the rights of an easement area in common with others bounded and described as follows: Beginning at the southwesterly corner of the above described parcel in the southerly right of way line of Brighton Avenue one hundred and fifty two (152) feet measured in the southerly right of way line of Brighton Avenue from the northwesterly corner of the parcel of land described in the conveyance to Central Atlantic Produce LTD Book 7091, Page 223 Cumberland County Registry of Deeds;

Thence south fifteen degrees forty-two minutes zero seconds west (S15°42'00"W) one hundred and twenty five (125.00) feet along the westerly line of the parcel of land described above to a southwesterly corner of said described parcel;

Thence north zero degrees twenty-two minutes ten seconds east (N 00°22'10"E) one hundred thirty two and six hundredths (132.06) feet to the southerly right of way line of Brighton Avenue at a non-tangent curve concave to the south and having a radius of one thousand three hundred eighty two and two hundredths (1,382.02) feet;

Thence southeasterly thirty five and zero hundredths (35.00) feet along the arc of said curve and southerly right of way line of Brighton Avenue through a central angle of one degree twenty seven minutes four seconds (1°27'04") to the point of beginning of said described easement area.

SUBJECT TO an easement for lighting and appurtenant fixtures, shrubbery and snow removal, being five feet in width and parallel with the westerly line of described parcel, extending from the southerly right of way line of Brighton Avenue to the southerly line of the described parcel.

SUBJECT TO an easement for sewer purposes being fifteen feet in width and parallel with the easterly line of the described parcel and extending from the southerly right of way line of Brighton Avenue to the southerly line of the parcel described.

SUBJECT TO an easement area for placement of signs for the purpose of Swiss Chalet Motor Lodge of Portland. Said easement area is situated at the northwesterly corner of the described parcel and is particularly bounded as follows: Bounded northerly by the southerly right of way line of Brighton Avenue, bounded westerly by the westerly line of the parcel described herein and bounded easterly and southerly by the arc of a curve concave to the northwest and having a radius of twenty feet, the radius point of which is situated at the northwesterly corner of the parcel of land described herein.

Bearings referenced herein are oriented to grid north Maine State Plan Coordinate System, West Zone and are based upon a survey by Wright-Pierce Architects/Engineers, October, 1986.

Received
Recorded Register of Deeds
Jun 24,2008 02:20:31P
Cumberland County
Pamela E. Lovley

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ANGUS S. KING, JR.
GOVERNOR

MARTHA KIRKPATRICK
COMMISSIONER

August 2, 2002

FILE COPY

Mr. David J. Baker
ExxonMobil
52 Beacham Street, Suite 211
Everett, Massachusetts 02149-5226

Re: Former Mobil Station, 1200 Brighton Avenue, Portland, Maine

Mr. Baker:

I'm writing as a follow-up to our July 10, 2002 meeting at the Former Mobil Station at 1200 Brighton Avenue in Portland, Maine. During that meeting, you, your consultant, Stefan Sokol of Groundwater & Environmental Services, Inc. ("GES") and I discussed data from past investigations at the site and what tasks are necessary to resolve the environmental issues at the site and receive certification (and liability protections) through the Voluntary Response Action Program ("VRAP").

Based on the information you provided me at the meeting and my re-review of the information in our files, I would recommend additional assessment activities to determine the nature of petroleum contamination at the property. Specifically, it appears that the contamination associated with the operation of a motor fuel service station is present in the "upper" soils at the site (i.e. those soils 12 feet or less below the ground surface), and that a coal-tar waste is located in the "lower" soils (i.e. those soils around 18-30 feet below the ground surface). The coal-tar wastes apparently were deposited when this former gravel/sand pit was filled as a City of Portland dump in the distant past. The questionable fill placed during the operation of the dump also makes an accurate interpretation of the site hydrogeology difficult (if not impossible). Because of the depth of the coal-tar wastes, the very likely prospect that these wastes extend onto the abutting properties (i.e. motels and other commercial businesses), and the migration characteristics of such waste, additional characterization of these wastes will not be required.

The "upper" soils in the area of borings/monitoring wells GES-1, GES-4, GES-5, GES-7, GES-8, GES-9, GT-1 and GT-2 should be investigated further to determine if any contaminated soils exist at the property above the "Baseline-2" standard, as enumerated in the Department's "Procedural Guidelines for Establishing Standards for the Remediation of Oil Contaminated Soil and Ground Water in Maine". This guidance

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 764-1507

web site: www.state.me.us/dep

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requires the removal of all free-product petroleum, as well as the removal/remediation of all soils with a response greater than 500-1000 parts per million ("ppm") of gasoline range organics ("GRO") or 200-400 ppm of diesel range organics ("DRO") on a photoionization detector (PID) using the Department's field headspace procedure (and appropriate instrumentation set points). Based on the information provided, the VRAP would require the removal/remediation of any soils with greater than 200 ppm on the PID.

Once the additional assessment is performed, a report and/or recommendations for remedial actions should be sent to the VRAP. As part of final certification, the VRAP will also require that deed restrictions be placed on the property regarding the prohibition of the installation of potable water wells on the property and the need to inform the VRAP if any deep (i.e. 10 feet or greater) excavation is planned.

If you have any questions regarding this letter, please feel free to call me at 207-287-4854.

Sincerely,

Nicholas J. Hodgkins
Voluntary Response Action Program
Division of Remediation

Pc: Stefan C. Sokol, GES
Steve Breszinski, MeDEP


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Bangor Savings Bank
LOWE'S
Hampton Inn

Outlook

RE: Authority to Represent Portland West Realty at ZBA Meeting

From kopatel@me.com <kopatel@me.com>
Date Wed 9/17/2025 12:47 PM
To Brendan T. Barry <btb@marcusclegg.com>

Yes, you are authorized to represent me at ZBA Meeting.

Kamlesh Patel

From: Brendan T. Barry <btb@marcusclegg.com>
Sent: Wednesday, September 17, 2025 12:10 PM
To: kamlesh patel <kopatel@me.com>
Subject: Authority to Represent Portland West Realty at ZBA Meeting

Good afternoon Kam,

The Portland ZBA requires that we provide them with correspondence confirming that I am authorized to represent Portland West Realty at the Zoning Board meeting on October 2nd.

Can you please respond to this email stating that I am authorized to represent the company at the ZBA meeting?

Thanks,
Brendan

MARCUS | CLEGG
ATTORNEYS & COUNSELORS

BRENDAN T. BARRY
BTB@MARCUSCLEGG.COM
16 MIDDLE STREET, 5TH FLOOR
PORTLAND, ME 04101
OFFICE 207.828.8000 | DIRECT 207.210.6281
FAX 207.773.3210

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CITY OF PORTLAND, MAINE
ZONING BOARD OF APPEALS

TOD-2 Zone
Undue Hardship Variance Application

DECISION

Date of public hearing:	October 2, 2025
Name and address of applicant:	Brendan Barry Marcus Clegg 16 Middle Street, Ste. 501 Portland, Maine 04101
Name and address of owner:	Kamlesh Patel Portland West Realty, Inc. 1150 Brighton Avenue Portland, Maine 04102
Location of property:	1220 Brighton Avenue CBL 265 A-9

INTRODUCTION

The applicant's parcel at 1220 Brighton Avenue (the "Property") is in the TOD-2 zone. The applicant is seeking a Hardship Variances for relief from the following Land Use Code provisions:

1) 14-6.6.2(C)(3): The prohibition of drive-throughs;
2) Table 7-D:
   The minimum build-to zone (0-5 ft.);
   Minimum height (35ft); and
   Minimum building length (80%) as a percentage of street frontage

This Board has jurisdiction to hear this variance request pursuant to Land Use Code Section 2.3.9 (D).

FINDINGS:

The Board has reviewed the information submitted by the applicant and received oral testimony at the hearing. After carefully considering all of the evidence in the record, the Board finds as follows:

Land Use Code Section 2.3.11(B) provides an undue hardship variance may be granted by the board only where strict application of the ordinance, or a provision thereof, to the applicant and their property would cause undue hardship. The words "undue hardship" as used in this subsection mean the following:

1. The land in question cannot yield a reasonable return unless a variance is granted. [Note: "failure to yield a 'reasonable return' means 'the practical loss of all beneficial use of the land…Reasonable return does not mean maximum return." *Rowe v. City of South Portland,* 730 A.2d 673, 675 (ME 1999)*(citations omitted.)*]

a) With regard to the request related to Section 14-6.6.2(C)(3), the prohibition of drive-throughs.

The evidence in the record is insufficient to demonstrate that there are no other permitted uses that do not require a drive through. Other commercial uses are permitted on this parcel which would not include drive throughs. The applicant did not demonstrate that a drive-through use would be the only viable use on the property or that failing to include a drive through would result in the practical loss of all beneficial use of the land. Therefore, the Board finds this condition has not been met.

VOTED: 4-3 in favor.

b) With regard to Table 7-D:

i) The minimum build-to zone (0-5 ft.);

The evidence in the record is insufficient to demonstrate that building a structure consistent with the build-to zone would result in the practical loss of all beneficial use of the land. Therefore, the Board finds this condition has not been met.

VOTED: 4-3 in favor

ii) Minimum height (35ft); and

The applicant demonstrated that building a structure consistent with the minimum height would be infeasible due to the clay on the site and other engineering and structural limitations. Therefore, the Board finds that denial of the variance would result in the practical loss of all beneficial use of the land. Therefore, the Board finds this condition has been met.

VOTED: 7-0 in favor

iii) Minimum building length (80%) as a percentage of street frontage

The applicant demonstrated that building a structure consistent with the minimum building length as a percentage of street frontage would be infeasible because it would require the applicant to build a structure that was too large to provide adequate parking for a commercial tenant. The applicant demonstrated that they have marketed this parcel for 6 years and were rejected by many potential commercial tenants due to parking limitations. As a result, the Board finds that the denial of the variance would result in the practical loss of all beneficial use of the land. Therefore, the Board finds this condition has been met.

VOTED: 7-0 in favor

2. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.

i) With regard to the request related to Section 14-6.6.2(C)(3), the prohibition of drive-throughs.

The evidence in the record was insufficient to demonstrate that circumstances of the property are such that a drive-through would be the only viable use on this property. As a result, the Board finds that the need for a variance is not due to the unique circumstances of the property. Therefore, the Board finds this condition has not been met related to the request for a variance to allow a drive-through.

VOTED: 5-2 in favor

ii) Table 7-D:
The minimum build-to zone (0-5 ft.);
Minimum height (35ft); and
Minimum building length (80%) as a percentage of street frontage

The evidence in the record indicates that the need for the variance requests related to build-to zone, minimum height, and minimum building length is due to the unique circumstances of the property including the VRAP, the size of the lot, the clay and unstable soils, and not the general conditions of the neighborhood. Therefore, the Board finds this condition has been met.

VOTED: 7-0 in favor

3. The granting of a variance will not alter the essential character of the locality.

The evidence in the record demonstrates that there are many buildings in the areas that have drive throughs, that are less than three stories tall, that are set back further than 5 feet from the property line and have less than 80% building length as street frontage. For these reasons, the Board finds that granting any of the variances would not alter the essential character of the locality. Therefore, the Board finds this condition has been met as to all four variance requests.

VOTED: 7-0 in favor

4. The hardship is not the result of action taken by the applicant or prior owner.

The evidence in the record demonstrates that the prior owner caused pollution on the site and, as a result, entered into a VRAP agreement which created use limitations on the parcel. Those use limitations gave rise to the need for the variance request to include a drive-through as a use on the parcel. Additionally, the current owner subdivided a larger parcel which left this parcel more challenging to develop consistent with the minimum height, building length as a percentage (80%) of frontage and build-to zone requirements. Therefore, the Board finds that the hardship is a result of action taken by the applicant or prior owner and this condition has not been met for any of the variance requests.

VOTED: 7-0 in favor

DECISION:

The Board finds that the applicant has not satisfactorily met all of the standards for all four of the variance requests and therefore, **DENIES** the variances.

VOTED: 7-0

Dated: October 2, 2025

R Todd Morse

R. Todd Morse, Board Chair

CITY OF PORTLAND, MAINE
ZONING BOARD OF APPEALS

REQUEST TO RECONSIDER
TOD-2 Zone
ZBA-003455-2025

Date of public hearing:	November 6, 2025
Name and address of applicant:	Brendan Barry Marcus Clegg 16 Middle Street, Ste. 501 Portland, Maine 04101
Name and address of owner:	Kamlesh Patel Portland West Realty, Inc. 1150 Brighton Avenue Portland, Maine 04102
Location of property:	1220 Brighton Avenue CBL 265 A-9

INTRODUCTION

On October 2, 2025, the Board denied a hardship variance to Portland West Realty, Inc. the owner of the parcel located at 1220 Brighton Avenue (ZBA-003242-2025) (Voted: 7-0).

On October 10, 2025, the City's zoning office received a request from the property owner asking this Board to reconsider its October 2, 2025 decision.

The Board convened on November 6, 2025 to consider and vote on the property owner's request to reconsider.

The Board has received and carefully reviewed the October 10, 2025 request to reconsider.

Preliminarily, the Board voted to open the meeting to comments from the Applicant and members of the public on the request for reconsideration. The Board heard a brief oral presentation from the Applicant's attorney as to the nature of new evidence that Applicant would present if this Board was to reconsider its October 2, 2025 decision.

Although there is no explicit standard for reconsideration set forth in 30-A M.R.S. Section 2691(3)(F), the Board finds that reconsideration should be reserved for those instances where a

significant error or omission has been made or if there is new material or compelling evidence offered that was not otherwise available at the original hearing.

After review of the submissions by all parties, the Board finds that there are not sufficient grounds to reconsider its October 2, 2025 decision. The Board did not identify any new information or evidence in the Applicant's request for reconsideration that persuaded the Board that it has made an error of law or fact or that would otherwise change the Board's findings and conclusions in its October 2, 2025 decision. The Board is satisfied with its findings and conclusions made on October 2, 2025.

For these reasons, the Board DENIES the property owner's request to reconsider.

Voted: 5-1 (English opposed)

Dated: November 6, 2025

R Todd Morse

Robert Todd Morse, Chair

Att. S4

To:	Chair Zamboni & Members of the Planning Board
From:	Rowen McAllister
Date:	March 27, 2026
Re:	Rezoning 1220 Brighton Ave from TOD-2 to B-4
Project ID:	ZN-003527-2026
Meeting Date:	April 14, 2026

I. INTRODUCTION

Portland West Realty, Inc ("Applicant") is seeking a zoning map amendment to rezone the parcel at 1220 Brighton Avenue ("Subject Property") from Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4) (Figure 1). The Applicant is seeking a map amendment to facilitate the development of a commercial restaurant business with a drive-through window in accordance with dimensional standards for the B-4 zone.



Existing Zoning



Applicants Proposed Zoning

Figure 1: Existing zoning map and applicant's proposed zoning map amendment to B-4

The Planning and Urban Development Department mailed 35 notices advertising this meeting to interested parties and property owners within 500 feet of the site. The legal advertisement ran in the March 31, 2026 editions of the *Portland Press Herald*. Additionally, the applicant held a neighborhood meeting on March 12, 2026.

Applicant:	Portland West Realty, Inc
Applicant Representative:	Brendan Barry, Marcus|Clegg

II. PROJECT DATA

Existing Zoning	TOD-2 Transit Center Zone
Proposed Zoning	B-4 Commercial Corridor

III. BACKGROUND & EXISTING CONDITIONS

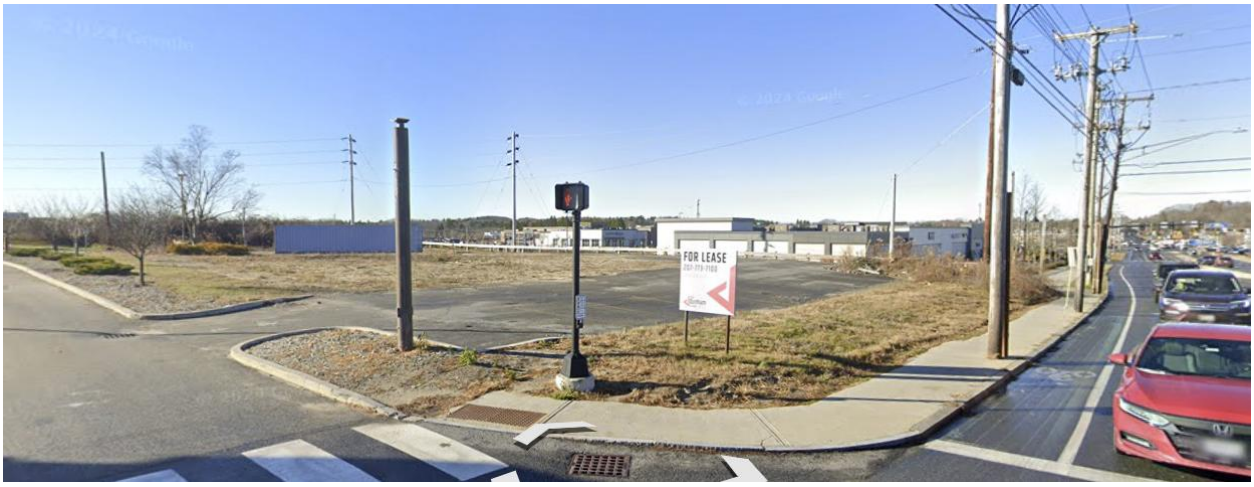


Figure 2: Google image of 1220 Brighton Ave from November 2024

The subject property at 1220 Brighton Avenue is a vacant lot of approximately 27,000 square feet (0.62 acres) within the TOD-2 zone. The site is bounded by Brighton Avenue to the north, commercial uses to the east and south, and the Portland-Westbrook border to the west. The subject property is currently within and bordered by the TOD-2 zone to the east and south. The B-4 zone extends along the opposite side of Brighton Avenue to the north. The TOD-2 zone east of I-95 continues along the south side of Brighton Avenue, while the B-2 zone continues on the north side of Brighton Avenue east of I-95, as can be seen in Figure 3 below.

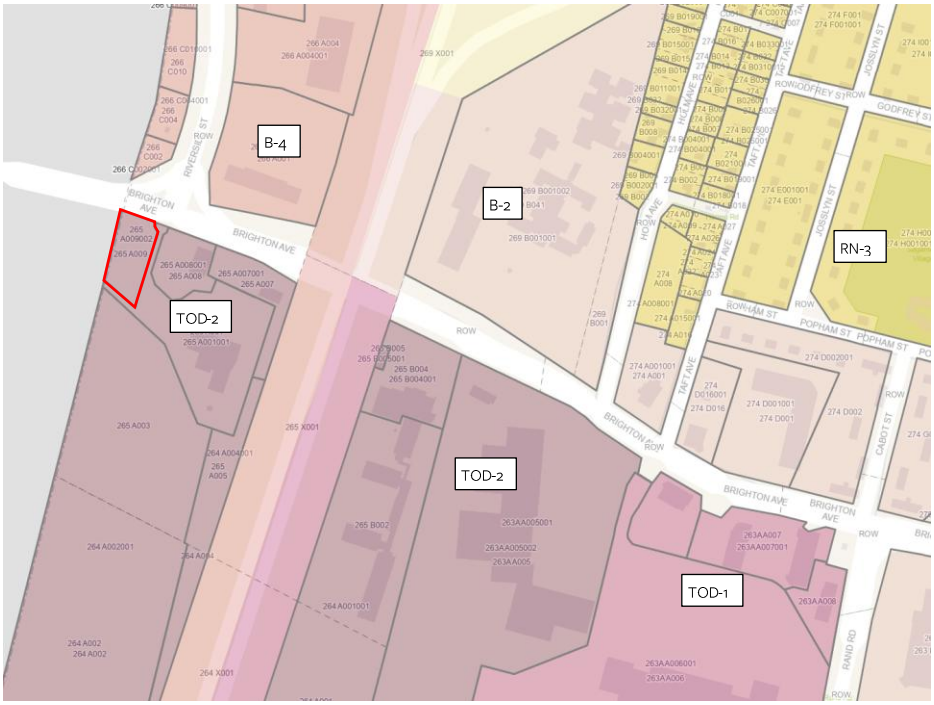


Figure 3: Zoning Map of Brighton Ave

There are multiple commercial uses within one-quarter mile of the subject property on Brighton Avenue, including a dentist office, hotels, and car dealerships. The Barron Center, the City's rehabilitation and nursing home, and Portland Housing Authority's Sagamore Village are also located within a half mile.

Across the Westbrook-Portland border, there are several existing commercial businesses and ongoing commercial development associated with Rock Row, which is a multi-phase development proposing residential, commercial, medical, entertainment, and retail uses. The zoning on the adjacent parcels in Westbrook directly supports the master-planned Rock Row development. The purpose of the zone, as provided in Westbrook's Chapter 335 Land Use Code, is to enable high-quality, mixed-use commercial development which serves as a gateway to Westbrook, a regional economic hub, and as a destination for visitors and shoppers to the city and state.-

Many of the commercial structures near the subject property reflect the automobile-oriented character of the Brighton Avenue corridor. This area is generally characterized by mid-sized commercial uses with heavy vehicular traffic. However, there is also increasing pedestrian and bus transit infrastructure along this corridor. Two METRO lines run along this segment of Brighton Ave, including Route 4 and the Husky Line, which extends from Downtown Portland to Downtown Gorham. There are approximately 5 METRO bus stops within a half mile of the subject property. Metro is also currently conducting a Bus Rapid Transit study that would result in high-frequency bus service between Gorham Village, Westbrook, and Downtown Portland, via Brighton Avenue.

Background

The subject property was re-zoned from the B-4 zone to the TOD-2 zone in 2024 as part of ReCode, the City's multi-year effort to modernize its land use code and implement Portland's Plan 2030. During that process, staff and the Planning Board recommended rezoning properties along Brighton Avenue east of I-95 to TOD-1 and TOD-2, while retaining properties west of I-95, including the subject property, in the B-4 zone. The City Council ultimately introduced and adopted an amendment from the floor to rezone the subject property and adjacent properties along Brighton Avenue, west of I-95, to TOD-2 as part of its approval of ReCode in November 2024.

The property owner of 1220 Brighton Avenue also owns the adjacent property at 1200 Brighton Avenue, which contains a commercial medical office building and hotel. During development of the adjacent property, the owner installed a curb cut to serve the subject property and incorporated other improvements to support a complementary commercial use at that location, consistent with the B-4 zoning in effect at the time. However, no site plan application for the subject property was submitted prior to its rezoning to the TOD-2 zone.

The current conceptual plan for a restaurant with a drive-through is now prohibited under the current TOD-2 zoning. Therefore, the property owner sought a hardship variance from the Zoning Board of Appeals (ZBA). The variance request included seeking relief from the prohibition of the drive-through use along with variances for dimensional requirements relating to build-to minimum, height minimums, and minimum building length as a percentage of street frontage. In a decision dated October 2, 2025, the ZBA denied the requested variances as detailed in ZBA-003455-2025. Shortly after the decision of the ZBA, the property owner submitted a reconsideration request of the ZBA decision regarding the hardship variance, which was subsequently denied. On November 20, 2025, the property owner submitted an appeal of Portland's ZBA Decision in Cumberland County Superior Court. The ZBA decisions are included in this memo as attachments.

A letter from Tighe & Bond, Inc to the property owner, dated November 13, 2023, identified soil contamination at the subject property due to petroleum-related contaminants. Correspondence from the Maine Department of Environmental Protection (Maine DEP) to the Applicant, dated August 28, 2024, suggests any contamination is likely due to the site's former use as a sand and gravel extraction site landfill. Maine DEP outlined conditions for the safe use of the subject property, including proper handling and disposal of contaminated soil and installation of a vapor barrier and/or sub-slab depressurization system prior to occupancy. The Applicant states that Maine DEP recommended restrictions on certain sensitive uses including residential and institutional uses such as hospitals, nursing homes, childcare facilities, schools, and similar uses. Additionally, a letter from Jones & Beach Engineers, dated March 11, 2026, identifies the likely presence of clay deposits at the subject property and states such deposits would result in a more complicated and costly foundation system. Correspondence referencing contamination and soil conditions are included as attachments.

IV. APPLICANT'S CONCEPTUAL DEVELOPMENT PROPOSAL

The proposed map amendment to rezone 1220 Brighton Avenue to B-4 would facilitate the development of a commercial business with a drive-through as shown in Figure 4 below.

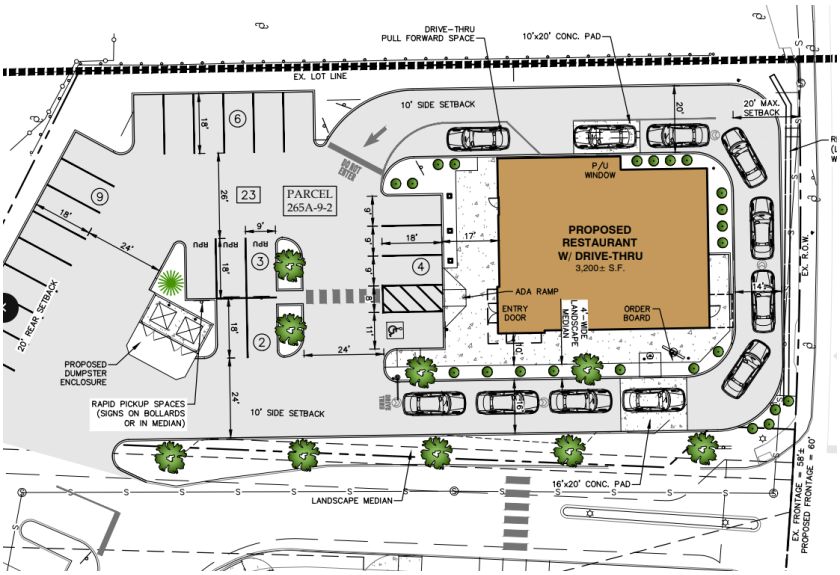


Figure 4: The conceptual site plan for 1220 Brighton Avenue

The current conceptual site plan does not meet the following use restrictions and dimensional standards of the TOD-2 zone:

- Prohibition of drive-through use and drive-through features - *Article 14-6.6.29(C)(3)*
- The minimum build-to zone (0-5 ft) – *Table 7-D*
- Minimum height (35 ft) – *Table 7-D*
- Minimum building length (80%) as percentage of street frontage– *Table 7-D*

Further, in zones where drive-throughs are permitted as an accessory use, all components of a drive-through, including stacking lanes, shall be located to the side or rear of the principal building where practicable, in accordance with Article 14-6.6.29(C)(4).

The development contemplated at 1220 Brighton Avenue in this application is conceptual at this stage, and no site plan application has been submitted. Should the proposed rezoning to B-4 be approved by the City Council, a site plan application, addressing all applicable land use standards, would be required to be submitted by the applicant to facilitate the development of this project.

V. PROPOSED ZONING MAP AMENDMENT

The Applicant proposes a zoning map amendment to change 1220 Brighton Avenue (265 A009002) from Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4). The current conceptual plan for the subject property does not meet the following use and dimensional requirements of the TOD-2 zone: prohibition of a drive-though and drive-through features, minimum build-to zone of 0-5 ft, minimum building height of 35 feet, and minimum building length covering at least 80% of street frontage. These

current use restrictions and dimensional standards in the TOD-2 zone serve as the basis for the amendment to revert the subject property to the B-4 zone.

VI. ZONING ANALYSIS

A. Overview of Zoning Purpose Statements: Existing Versus Proposed Zoning

The purpose statement for each zone under consideration is listed below:

Existing zones:

> TOD-2 Transit Center Zone: *"To provide for and encourage the development of high-intensity mixed-use, compact urban neighborhoods that support Portland's investment in high frequency transit infrastructure through permissions for a highly dense, pedestrian-scale built environment and a broad range of uses that allow residents to live, work, shop, dine, and pursue cultural and recreational opportunities while enjoying a range of mobility choices. The TOD-2 zone is intended to allow for the creation of vibrant, accessible, 24-hour neighborhoods at suitable locations on or near the peninsula."*

Proposed Zone:

> B-4 Commercial Corridor: *"To provide locations in the city for the development and operation of businesses serving a regional or larger market, to provide locations for large-scale commercial uses that require larger land areas to accommodate their operations, and to support moderate to high-density housing including three-family, four-family, townhouse, and multi-family structures. Standards of the B-4 zone acknowledge the need to maintain automobile access while encouraging improvement of the pedestrian environment and accommodating alternative modes of transportation."*

B. Use Comparison of Existing and Proposed Zones

As provided in Table 2, there are several noteworthy differences in use permissions between the TOD-2 and B-4 zones. Overall, the B-4 zone allows a broader range of uses than the TOD-2 zone, including uses that are typically more auto-oriented and operationally intensive. In contrast, while the TOD-2 zone permits a narrower range of uses, it is generally intended to support more intensive, compact, mixed-use development in locations that are walkable and well served by transit. For example, the B-4 zone permits lower density residential uses, and larger-scale commercial uses, such as self-storage facilities, car dealerships, and greenhouses. The B-4 zone also permits marijuana-related uses, whereas the TOD-2 zone does not. Only two uses are prohibited in the B-4 zone and allowed in the TOD-2 zone, which are elementary, middle, and secondary schools and hostels.

***Table 2** provides a comparison of the permitted uses between existing and proposed zone. Uses marked with a 'P', are permitted uses in the zone. A 'C' indicates a conditional use. A blank space means the use is not permitted. The differences between TOD-2 and B-4 are highlighted in blue.*

TABLE 2: PERMITTED AND CONDITIONAL USES IN TOD-2 and B-4		TOD-2	B-4
Residential	Two-family dwellings		P
	Three-family dwellings		P
	Four-family dwellings		P
	Town house dwellings	P	P
	Multi-family dwellings	P	P
	Live/work dwellings	P	P
	Lodging houses	P	P
Institutional	Child care facilities	P	P
	Clinics	P	P
	Cultural Facilities	P	P
	Elementary, middle, and secondary schools	P	
	Emergency Shelters		C
	Governmental uses	P	P
	Places of assembly	P	P
	Post-secondary schools	P	P
	Residential care facilities (small)	P	P
	Residential care facilities (large)	P	P
Commercial & Other	Auto, boat, related dealerships		P
	Auto service stations		P
	Bars	P	P
	Conventional halls	P	P
	Funeral homes		P
	General offices and services	P	P
	Greenhouses/nurseries		C
	Hostels	P	
	Hotels	P	P
	Intermodal Transportation facilities	P	P
	Marijuana retail stores		P
	Registered marijuana dispensary		P
	Market gardens		P
	Recreation and amusement centers	P	P
	Restaurants	P	P
	Retail (all square feet)	P	P
	Small-scale marijuana caregiver		P
	Specialty food service	P	P

	Theater and performance halls	P	P
	Veterinary services	P	P
	Animal-related services		P
	Communication studios	P	P
	Dairies		P
	Impound lots		P
	Laboratory and research facilities		P
	Low-impact industrial	P	P
	Marijuana manufacturing facilities		P
	Marijuana testing facilities		P
	Printing and publishing		P
	Self-storage facilities		P
	Studios for artists and craftspeople	P	P
	Warehousing, storage, and distribution		P
	Parks and open space	P	P
	Social service centers		C
	Solar energy systems (minor)	P	P
	Solar energy systems (major)		C
	Utility substations	P	P
	Wind energy systems (minor)	C	C

C. Dimensional Comparison of Existing and Proposed Zones

The dimensional standards in the existing and proposed zones reflect the differences in their respective purpose statements. The TOD-2 zone is intended to facilitate high-density, pedestrian-oriented, mixed-use development that supports the City's investment in high-frequency transit infrastructure. Meanwhile, the B-4 zone allows for lower-density development, larger lots, and a less restrictive build-to zone to accommodate larger-scale commercial uses. As shown in Table 3, the proposed re-zoning to the B-4 zone would establish a minimum lot area of 10,000 square feet and a street frontage requirement of 60 ft. The build-to zone would increase to 0-20 feet, and the build-to percentage would decrease to 50%. If re-zoned to B-4, the required building length as a percentage of street frontage would be removed entirely.

Table 3 provides a comparison of the dimensional requirements between the two proposed zones.

TABLE 3: DIMENSIONAL REQUIREMENTS	TOD-2	B-4
Lot area (min.)	None	10,000 SF
Street frontage (min)	None	60 ft.
Build-to Zone	0-5 ft.	0-20 ft.
Build-to percentage (min)	100%	50%
Building length as a percentage of street frontage (min)	80%	None
Blank wall area (max)	20 ft.	40 ft.

Rear Setback (min)	None, except 20 ft. if abutting a lot in a residential zone.	None, except 20 ft. if abutting a lot in a residential zone.
Side Setback, interior (min)	None, except 10 ft. if abutting a lot in a residential zone.	None, except 10 ft. if abutting a lot in a residential zone.
Structure height (max.)	Min: 35 ft Max: 85 ft	65 ft.
Landscaped open space ratio (min)	10%	20%

VII. COMPREHENSIVE PLAN ANALYSIS

Portland's Plan 2030

The following analysis provides a framework to assist the Board in its review of the proposed zoning map amendment. Relevant goals and policies of Portland's Plan 2030 are identified below.

The Comprehensive Plan's Future Land Use section offers a framework for how the City can strategically plan for growth and guide future changes. The Plan identifies areas to be prioritized for growth that supports concentrated mixed-use activity and complete neighborhoods, as shown in Figure 5.



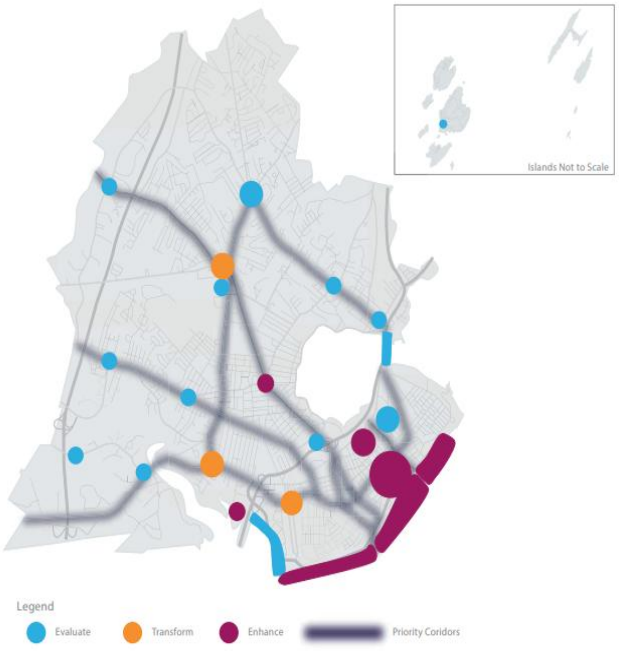


Figure 5: Portland's Plan 2030 Priority Nodes and Corridors from the Future Land Use Section

In the Future Land Use section, Brighton Avenue is identified as a priority corridor for further evaluation and potential investment to serve neighborhood needs, while the nearby intersection of Brighton Avenue and Rand Road is identified as a priority node. The ReCode process evaluated the potential for growth along this portion of Brighton Ave, which resulted in the area being rezoned to TOD-1 and TOD-2 . The subject property is located along Brighton Avenue and, as such, zoning decisions should reflect the Plan's support for development along this corridor.

In addition to the Future Land Use section, the Comprehensive Plan policies and goals also offer a framework for reviewing proposed map amendments. The identification of Brighton Ave priority corridor and the subsequent ReCode changes reflect Transportation and Environment Goals of the Comprehensive Plan:

Transportation:

- Future Strategies: Create incentives to spur transit-oriented, mixed-use development along corridors and in areas that can support high-quality transit service.
- Future Strategies: Support initiatives to strategically increase the frequency and span of service, on-time reliability, and geographic scope of transit service.

Environment:

- Local Goal: Adopt sustainable land use and transportation policies that support connectivity, walkable neighborhoods, and multi-modal transportation.

However, the applicant has identified the following relevant Comprehensive Plan goals, which encourage the development of the property under the B-4 zone:

Economy:

- Local Goal: Create economic prosperity by growing Portland's tax and employment base
    - Future Strategies: Modify ordinances and make strategic investments to better promote business development and job creation in priority areas.

Environment

- Local Goal: Support Sustainable Land Use and Transportation Policies
    - Future Strategies: Plan for the mitigation and redevelopment of brownfields to support productive uses and a healthier environment for residents.

The Applicant states that the dimensional restrictions of the current zoning along with the contamination and soil conditions on the property limit the development potential of the property under the use and dimensional requirements of the TOD-2 zone. The applicant asserts that rezoning the property to B-4 would allow for the introduction of a new commercial use and facilitate the productive reuse of a contaminated site, thereby advancing the Economic and Environmental goals of the Comprehensive Plan.

Summary

The subject property's current TOD-2 zoning aligns with the Comprehensive Plan's long-term vision for a more compact, mixed-use, and pedestrian-oriented Brighton Avenue corridor. The use standards reflect an intent to support neighborhoods where residents can "*work, live, shop, and dine*," and the dimensional standards encourage a "*pedestrian-scale built environment" that* emphasizes building placement close to the street, with an active and continuous street wall, rather than automobile-oriented development. The rezoning of this portion of Brighton Avenue from B-4 to TOD-2 in 2024 reflected an intent to transition this corridor over time toward a more compact, mixed-use, and pedestrian-oriented development pattern.

However, the proposed rezoning to B-4 would address the economic and environmental constraints affecting the subject property. Existing development along Brighton Avenue west of I-95 is characterized by large-scale commercial uses with prominent parking and other design elements supporting automobile use. These established land use patterns are generally consistent with the use and dimensional standards of the B-4 zone. As the applicant notes, the B-4 zone is intended to support businesses serving a regional or larger market and to accommodate automobile access, consistent with the zone's purpose statement. The applicant further asserts that this development pattern aligns with certain economic and environmental goals of the Comprehensive Plan.

Accordingly, the proposed rezoning presents a trade-off between accommodating existing development patterns and site-specific constraints and supporting broader Comprehensive Plan objectives related to growth along identified corridors and the coordination of transportation and development. In considering this amendment, the Board should evaluate whether the proposed rezoning is consistent with the goals and policies of the Comprehensive Plan and whether it would advance those objectives in the context of this site and the surrounding area.

VIII. PUBLIC COMMENT

One public comment has been received as of April 8, 2026.

A neighborhood meeting was held by the applicant on March 12, 2026, at The Hampton Inn, 1210 Brighton Avenue at 5:30pm. There were no members of the public in attendance.

IX. NEXT STEPS

- Incorporate feedback from Staff and Planning Board
- Return to Planning Board for hearing
- Forward recommendation to City Council for consideration

X. ATTACHMENTS

APPLICANT'S SUBMITTAL

A. Cover Letter
B. Consistency Letter
C. Amendment Checklist
D. Deed
E. Vicinity Map

F. Zoning Map
G. Concept Site Plan
H. Neighborhood Meeting Materials
I. Memorandum from Jones & Beach Engineers, Inc., dated March 11, 2026
J. Correspondence from Maine Department of Environmental Protection, dated December 15, 2023
K. Environmental Sample Report from Tighe&Bond, dated November 13, 2023
L. Letter from Maine Department of Environmental Protection, dated August 28, 2024

STAFF ATTACHMENTS

S1. Variance Application for 1220 Brighton Ave submitted by Portland West Realty, dated September 8, 2025
S2. Decision of the Zoning Board of Appeals regarding Variance Application, dated October 2, 2025
S3. Decision of the Zoning Board of Appeals regarding A Request to Reconsider submitted by Portland West Realty, dated November 6, 2025

MARCUS | CLEGG
ATTORNEYS & COUNSELORS

February 11, 2026

Planning Board
City of Portland
389 Congress Street
Portland, Maine 04101

JENNIE L. CLEGG
LEE H. BALS
DANIEL L. ROSENTHAL
DAVID C. JOHNSON
K. BLAIR JOHNSON
BRENDAN T. BARRY

GEORGE J. MARCUS
(Retired)
MYER M. MARCUS
(1914-2015)

16 MIDDLE STREET, SUITE 501
PORTLAND, ME 04101-5166
T. 207.828.8000 / 800.806.9242
F. 207.773.3210 / 800.806.8678
FIRM@MARCUSCLEGG.COM
MARCUSCLEGG.COM

RE: Portland West Realty, Inc. – 1220 Brighton Avenue, Zoning Map Amendment Application

Dear Members of the City of Portland Planning Board,

Marcus | Clegg is pleased to submit this application for a Zoning Map Amendment with respect to the property owned by Portland West Realty, Inc. ("Portland West"), located at 1220 Brighton Avenue (the "Property"). The Property is a 0.65 acre vacant lot located on Brighton Avenue and is bounded on its westerly side by the Portland-Westbrook boundary line. Prior to the City of Portland's ReCode in late 2024, the Property was located in Zone B4, Commercial Business ("B4"). As part of the ReCode, the Property was rezoned to the Transit-Oriented Development Zone 2 ("TOD-2").

The rezoning of the Property from B4 to TOD-2 as part of the ReCode has imposed land use restrictions on the Property that, in addition to current conditions, attributes and past uses of the Property, has rendered the Property undevelopable by Portland West. Currently, Portland West has prospective tenant who wishes to construct a Panera Bread location on the Property (the "Project"). The Project would entail the construction of an approximately 3,200 square foot building with a drive-through service. Under the current zoning of the Property, the Project cannot be completed in accordance with the proposed terms because it would not comply with TOD-2's land use restrictions, more specifically (i) the prohibition of drive-throughs in TOD-2; (ii) the minimum height requirement of thirty-five (35) feet; (iii) the minimum building length as a percentage of street frontage; and (iv) minimum build-to zone. Additionally, attributes that are unique to the Property, such as its prior use as permitted dumping grounds while previously owned by the City of Portland and the natural soil composition,[1] further prohibits any development of the Property in accordance with TOD-2 land use restrictions.

[1] The Property was owned by the City of Portland until 1960s and used as the City Farm Sand Pit. Evidence shows that the City, for period of time, allowed citizen to dump used crank oil and tar residue on the Property. Hazardous materials that are likely a result of the City's prior use have been found in the soil of the Property as recently as 2024 and remain there today. Therefore, the presence of such hazardous materials prevents the Property from being developed for any residential, childcare, long-term healthcare or recreational uses.

Consistency with Portland's Comprehensive Plan 2030

Portland's 2017 Comprehensive Plan "Portland's Plan 2030" (the "Plan") set forth a number of policy goals including, (i) continuing Portland's economic prosperity, (ii) productive and safe redevelopment of brownfields and (iii) providing increased access to healthy foods. Portland West's proposed Map Amendment and Project are consistent with the Plan because (i) it further supports Portland's economic prosperity, (ii) it proposes to utilize the Property in a productive manner that would otherwise be undevelopable, in part, because of the presence of hazardous materials in the soil, and (iii) it provides fast, accessible and healthy foods to Portland residents, guests and commuters from neighboring communities who work in Portland.

I. Continuing Portland's Economic Prosperity.

The Plan contemplates creating economic prosperity by growing Portland's tax and employment base. The Plan at p. 43. The Project is in alignment with this aspect of the Plan because it would allow the Property to be developed in a productive manner. As alluded to above and further explained below, the Property is undevelopable absent a zoning change to B4 because of the TOD-2 restrictions as well as the unique conditions of the Property. Allowing the Project to be developed on the Property supports Portland's growth in economic prosperity because it will create jobs in the City and it will further increase the City's tax basis by increasing the value of the Property, which are specifically stated goals under the Plan.

a. The Property is Undevelopable in Zone TOD-2.

Under its current TOD-2 zoning, buildings on the Property must have a minimum height of thirty-five feet (35'). This requirement alone is prohibitive for developing on the Property because the Property's soil composition – that being mostly of clay – cannot support a structure of this height without significant investments to stabilize the building's foundation. The required investments would be so costly that building a structure of such height would is economically infeasible and, therefore, prevents any development.

Additionally, the Property has been a vacant lot for approximately eight (8) years now. Portland West and its predecessor owner have marketed the Property for a build-to-suit lease for at least six (6) years with very limited interest. Currently, Portland West has a prospective tenant proposing to build a Panera Bread location on the Property on the condition that the business can provide drive-through services. The request for drive-through services is a similar request made for all of the prior prospective tenants given the size and location of the Property. Prior to the ReCode, a drive-through was an allowed accessory use on the Property but now, in TOD-2 zoning, a drive-through is prohibited. That said, every prospective tenant for this Property has required a drive-through and the commercial leasing market dictates that the Property cannot be leased unless a drive-through is permitted thereon.

Notwithstanding the drive-through prohibition in TOD-2, the dimensional requirements of TOD-2 are prohibitive of having a drive-through service located on the Property, specifically the

minimum build-to zone and the minimum building length as a percentage of street frontage. These two dimensional requirements cause any structure to be built within five feet (5') of Brighton Avenue and require the building to be at least seventy feet (70') long. Given the size and shape of the lot, it is impossible to construct an efficient drive-through on the Property while complying with the TOD-2 dimensional requirements.

b. The Property is Undevelopable Due to the Presence of Hazardous Materials in its Soil.

The Property is the previous site of the City Farm Sand Pit. According to a prior environmental report of the Property, there is evidence that the City permitted the disposal of used crank oil and tar residue in and around the Property. According to a 2024 environmental assessment of the Property, hazardous materials are still present in the Property's soil. Portland West has contacted Maine DEP about this issue and Maine DEP recommended that, if the Property is developed, it follows the same precautions and imposes the same restrictions as implemented in the Voluntary Response Action Program implemented on the immediately abutting property. The recommended restrictions would prevent the Property from being used for any residential, hospital, nursing home facility, childcare, playground/recreational, school or other similar use.

c. The Proposed Map Amendment Allows for Development that is Consistent with the Plan.

As outlined above, the Property is currently undevelopable due to its size, the presence of hazardous materials within its soil, and because of the TOD-2 zoning requirements. Modifying the Zoning Map to change the Property from zone TOD-2 to zone B4 would allow the Project to be developed in accordance with all zoning requirements and would comply with the recommendations provided by Maine DEP. Absent such a change, there is no feasible development that can take place on the Property. Allowing for the Property to be developed will increase the value of the Property and, therefore, increase the tax basis of the City. Furthermore, the Project, once completed, will require numerous full-time staff which increased employment in the City. Therefore, the Planning Board should recommend the Application because it is consistent with the Plan and allowing the Property to remain undevelopable is contrary to the Plan.

II. Mitigation and Redevelopment of Brownfields.

The Plan aspires to mitigate and redevelop brownfields to support productive uses and healthier environments for residents. The Plan at p. 22. Rezoning the Property from TOD-2 to B4 allows for the Property to be developed and productive despite the presence of hazardous materials in its soil. As stated above, the Property's soil contains hazardous materials in its soil that is likely the result of the City's prior permitted dumping of used crank case oil and tar dumping in and around the Property. The hazardous materials prevent the Property from being used for anything but commercial uses and, as detailed above, no commercial tenant will develop the Property without a drive-through service. Therefore, if the Property remain in zone TOD-2, it will continue

to be undeveloped and an unproductive vacant lot. As such, rezoning the Property to B4 is consistent with the Plan because it supports the redevelopment and productive use of a site that contains hazardous materials.

III. Access to Healthy Foods.

The Plan strives to increase access to health food for all. The Plan at p. 20. By rezoning the Property to B4, the Project can be implemented on the Property which would increase access to healthy food for Portland residents and commuters who work in Portland. According to Forbes, Panera Bread's menu is full of healthy meal options. 10 Healthiest Fast Food Restaurants – Forbes Health. By allowing the Project to proceed, Portland residents and residents of neighboring communities who work in Portland will be able to access health food options with greater ease and convenience by virtue of the proposed drive-through service. Furthermore, Panera Bread is known to partner with local charities such as food pantries, veteran services and youth shelter to donate unsold baked goods at the end of each night through its "Day-End Dough-Nation" program. Day-End Dough-Nation | Panera Bread. Therefore, the Project is consistent with the Plan's goal to increase healthy foods for all because it provides convenient access to healthy foods for Portland residents and people commuting into Portland and it provides Portland charities with another possible source of healthy food donations.

In conclusion, the rezoning of the Property from TOD-2 to B4 and the implementation of the Project is consistent with the Plan because it creates economic prosperity by increasing the City's tax base and employment, it supports the redevelopment and productive use of brownfields, and it provides greater access to healthy foods for all.

CITY OF PORTLAND
Planning & Urban Development Department

MAP AMENDMENT SUBMISSION CHECKLIST * Please submit each document and drawing as a separate PDF file * Please submit all drawings in a 24 x 36 sheet size * Please confirm each item by electronically checking the boxes to the left for each document/drawing	
GENERAL APPLICATION DOCUMENTS	
☑	**Project Description** • Cover Letter with detailed project description
☑	**Consistency with Comprehensive Plan** • Analysis of the consistency of the zone change request with the goals, policies and land use plan of Portland's Comprehensive Plan.
☑	**Completed Checklist – Map Amendment Application** **(this document)**
☑	**Right, Title and Interest** • Deeds, leases, or purchase and sales agreements
PLANS	
☑	**Vicinity Map**
☑	**Proposed Map Amendment** (please use the Portland zoning map as a reference)
☑	**Site Plan (if applicable)** Provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries.

Att. D

MAINE REAL ESTATE TAX-Paid

DLN: 2419476

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, that Portland Hotels, Inc., a Maine corporation having its principal place of business in Portland, Cumberland County, Maine, in consideration of one dollar ($1.00) and other good and valuable consideration paid by Portland West Realty, Inc., a Maine corporation whose mailing address is 1150 Brighton Ave., Portland, ME 04102, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, and forever quitclaim unto the said Portland West Realty, Inc., its successors and assigns forever, the following described premises:

A certain lot or parcel of land situated on the southwesterly side of Brighton Avenue in Portland, Cumberland County, Maine bounded and described as follows:

Beginning at an iron pipe set on the southerly sideline of said Brighton Avenue, where it intersects with the boundary line running between the City of Portland and Westbrook, said point of beginning also lying on a course of S14°04'10"W, 5.41 feet from a drill hole in an 8"x8" granite monument on said boundary;

Thence, in an easterly direction on a curve to the right along the southerly sideline of Brighton Avenue, having a radius of 1,382.07 feet and an arc length of 111.48 feet, to a point on the northwesterly corner of land now or formerly of Portland Hotels, Inc. As described in Book 20821, Page 316;

Thence along said Portland Hotels, Inc. land on the following courses and distances:

S17°31'34"W, a distance of 25.00 feet to a point;

S27°28'26"E, a distance of 18.38 feet to a point;

S17°31'34"W, a distance of 204.84' feet to a point;

S13°27'39"W, a distance of 28.21 feet to a pipe found and land now or formerly of Dirigo Center Developers, LLC as described in Book 34380, Page 164;

Thence, along land now or formerly Dirigo Center Developers, LLC, N48°19'47"W 125.00 feet to the boundary line of said Portland and Westbrook;

Thence, along land of now or formerly Dirigo Center Developers, LLC land, N14°04'10"E 216.26 feet to the point of beginning, containing 28,290± square feet.

Reference is made to a plan titled "ALTA/NSPS land title survey 1220 Brighton Avenue Portland, Cumberland county, Maine made for Portland Hotels, Inc." dated December 13, 2023, by Owen Haskell, inc.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said Portland Hotels, Inc., its successors and assigns to its use and behoof forever.

And it does covenant with the said Grantee, its successors and assigns, that it shall and will warrant and defend the premises to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, Portland Hotels, Inc., the said Grantor has caused this deed to be executed by its duly authorized President, this 10th day of the month of February, 2025.

Signed, Sealed and Delivered
in the presence of:

PORTLAND HOTELS, INC.

By: _____
Kamlesh Patel
President

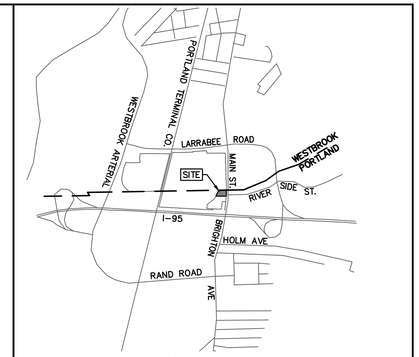
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02/11/2025, 12:37:33P
Register of Deeds Jessica M. Spaulding E-RECORDED

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

On February 10, 2025, personally appeared the above-named Kamlesh Patel, the duly authorized President of Portland Hotels, Inc., in his said capacity, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me, _____
Notary Public/Attorney-at-Law
Printed Name: JENNIE CLEGG





LOCUS SCALE: 1"=2000'

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Design:ISM	Draft: TCR	Date:02/04/26
Checked:WGM	Scale: AS NOTED	Project No.: 20784
Drawing Name: 20784-PLAN-ZONING.DWG		

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.

REV.	DATE	REVISION	BY
0	02/04/26	ISSUED FOR REVIEW	TCR

Designed and Produced in NH

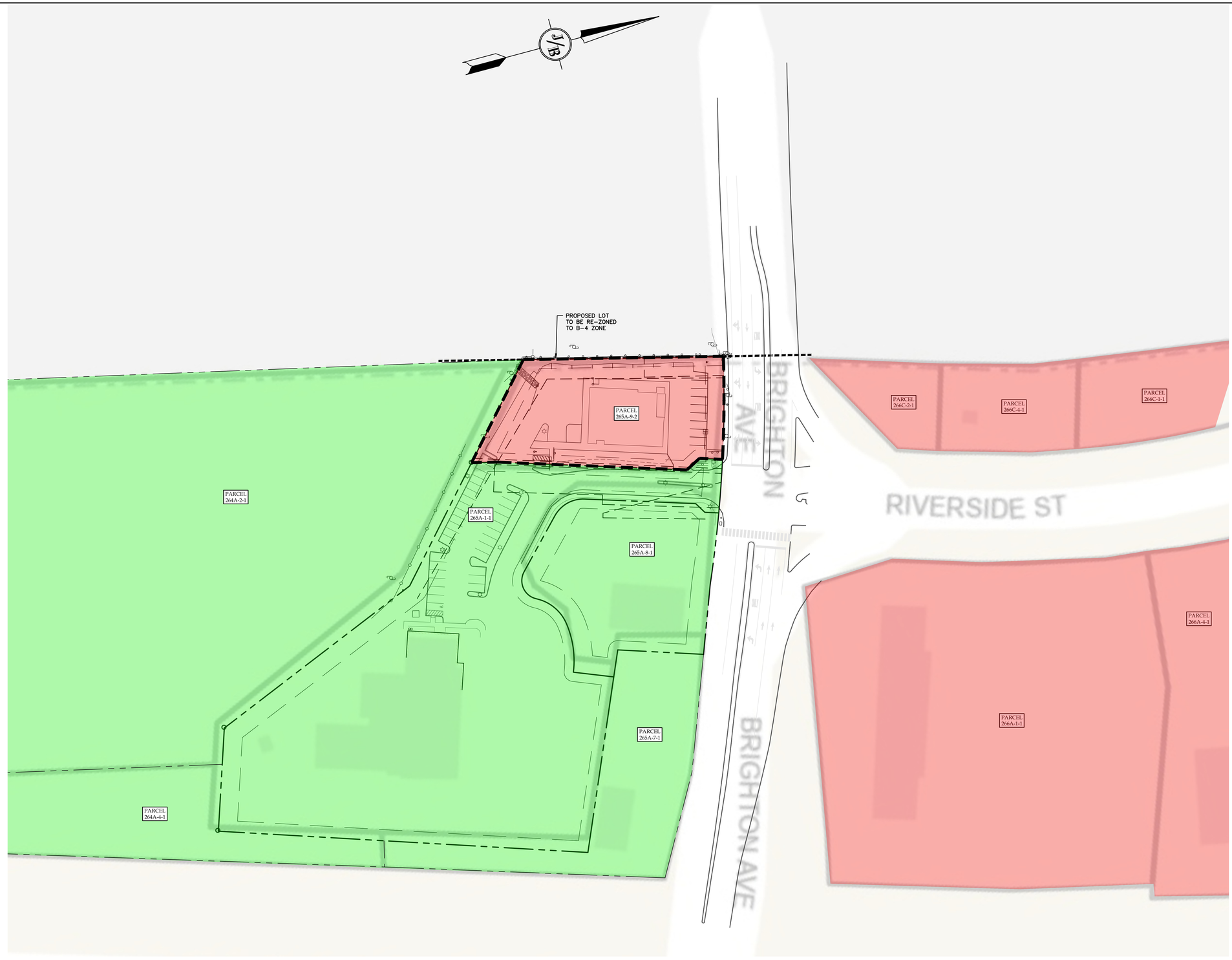
Jones & Beach Engineers, Inc.
85 Portsmouth Ave.
PO Box 219
Stratham, NH 03885
Civil Engineering Services
603-772-4746
FAX: 603-772-0227
E-Mail: JBE@JONESANDBEACH.COM

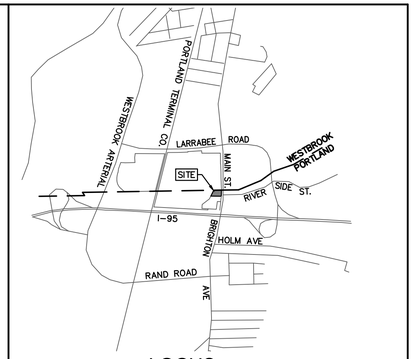
Plan Name:	VICINITY PLAN
Project:	PROPOSED COMMERCIAL REDEVELOPMENT 1220 BRIGHTON AVENUE, PORTLAND, ME
Owner of Record:	PORTLAND WEST REALTY, INC 1150 BRIGHTON AVE, PORTLAND, ME 04102

DRAWING No.

Z1

SHEET 1 OF 3
JBE PROJECT NO. 20784





LOCUS SCALE: 1"=2000'

LEGEND:

- TOD-2 ZONE
- B4 ZONE

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Design:ISM	Draft: TCR	Date:02/04/26
Checked:WGM	Scale: AS NOTED	Project No.: 20784
Drawing Name: 20784-PLAN-ZONING.DWG		

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REV.	DATE	REVISION	BY
0	02/04/26	ISSUED FOR REVIEW	TCR

Designed and Produced in NH
Jones & Beach Engineers, Inc.
85 Portsmouth Ave.
PO Box 219
Stratham, NH 03885
Civil Engineering Services
603-772-4746
FAX: 603-772-0227
E-Mail: JBE@JONESANDBEACH.COM

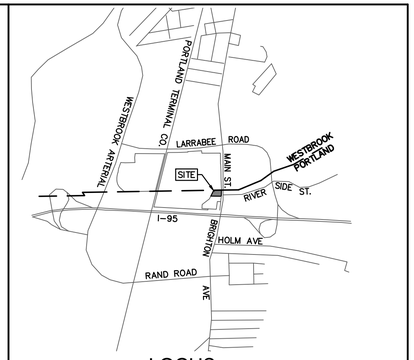
Plan Name:	MAP AMENDMENT PLAN
Project:	PROPOSED COMMERCIAL REDEVELOPMENT 1220 BRIGHTON AVENUE, PORTLAND, ME
Owner of Record:	PORTLAND WEST REALTY, INC 1150 BRIGHTON AVE, PORTLAND, ME 04102

DRAWING No.

Z2

SHEET 2 OF 3
JBE PROJECT NO. 20784





LOCUS SCALE: 1"=2000'

SITE NOTES:

1. THE INTENT OF THIS PLAN IS TO CONSTRUCT A RESTAURANT WITH DRIVE-THRU LOT A-9. PROJECT TO BE SERVED BY ELECTRIC, GAS, MUNICIPAL SEWER & PUBLIC WATER.

2. ZONING DISTRICT: B4 – COMMERCIAL CORRIDOR ZONE

	REQUIRED	PROPOSED
LOT AREA MINIMUM =	10,000 S.F.	–
LOT FRONTAGE MINIMUM =	60'	111'±
BUILDING SETBACKS:		
MAX. FRONT SETBACK =	20'	20'
MIN. SIDE SETBACK =	10'	19'
MIN. REAR SETBACK =	20'	100'+
MAX. BUILDING HEIGHT =	65'	<30'
MAX. IMPERVIOUS SURFACE =	80%	–

ZONING DISTRICT: TOD2 – TRANSIT-ORIENTED DEVELOPMENT ZONE 2

	REQUIRED	PROPOSED
LOT AREA MINIMUM =	**N/A**	**–**
LOT FRONTAGE MINIMUM =	**N/A**	**–**
BUILD-TO-ZONE =	**0-5'**	**–**
BUILD-TO PERCENTAGE (MIN.) =	**100%**	**–**
BUILDING LENGTH AS A PERCENTAGE OF STREET FRONTAGE (MIN.) =	**80%**	**–**
BLANK WALL AREA (MAX.) =	**20'**	**–**
BUILDING SETBACKS:		
MAX. REAR SETBACK =	**N/A UNLESS ABUTTING RESIDENTIAL**	
MIN. SIDE SETBACK =	**N/A UNLESS ABUTTING RESIDENTIAL**	
STRUCTURE HEIGHT (MIN/MAX)=	**35/125'**	**–**

3. VEHICLE & BIKE SPACE REQUIREMENTS (MAXIMUMS):
RESTAURANTS: 1 SPACE / 100 SQ.FT. OF INDOOR FLOOR AREA +
1 SPACE / 300 SQ.FT. OF OUTDOOR SEATING AREA
>5,000 SQ.FT.: 1 BIKE SPACE / 1,500 SQ.FT. FLOOR AREA

MAX. PARKING SPACES ALLOWED = XX
TOTAL SPACES PROPOSED = 23

REQ. STANDARD PARKING SPACE DIMENSIONS = 18' X 9'

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Design:ISM	Draft: TCR	Date:02/04/26
Checked:WGM	Scale: AS NOTED	Project No.: 20784
Drawing Name: 20784-PLAN-ZONING.DWG		

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.

REV.	DATE	REVISION	BY
0	02/04/26	ISSUED FOR REVIEW	TCR

Designed and Produced in NH
Jones & Beach Engineers, Inc.
85 Portsmouth Ave.
PO Box 219
Stratham, NH 03885
Civil Engineering Services
603-772-4746
FAX: 603-772-0227
E-Mail: JBE@JONESANDBEACH.COM

Plan Name:	SITE PLAN
Project:	PROPOSED COMMERCIAL REDEVELOPMENT 1220 BRIGHTON AVENUE, PORTLAND, ME
Owner of Record:	PORTLAND WEST REALTY, INC 1150 BRIGHTON AVE, PORTLAND, ME 04102

DRAWING No.
Z3
SHEET 3 OF 3
JBE PROJECT NO. 20784

MARCUS | CLEGG
ATTORNEYS & COUNSELORS

March 13, 2026

City of Portland, Maine
Planning and Urban Development Department
Attn: Rowen McAllister (rmcallister@portlandmaine.gov)
389 Congress Street
Portland, ME 04101

JENNIE L. CLEGG
LEE H. BALS
DANIEL L. ROSENTHAL
DAVID C. JOHNSON
K. BLAIR JOHNSON
BRENDAN T. BARRY

RE: Certification of Neighborhood Meeting

Dear Ms. McAllister

I, Brendan Barry, the applicant, hereby certify that a neighborhood meeting was held on March 12, 2026, at The Hampton Inn, 1210 Brighton Avenue, Portland, Maine, at 5:30 PM EST for the proposed zoning of the Zoning Map Amendment at 1220 Brighton Avenue, Portland Maine (ZN-003527-2026). The neighborhood meeting began at 5:30 PM and ended at 6:00 PM with no members of the public attending in person or virtually.

I also certify that on March 2, 2026, the Notice of Neighborhood Meeting For Proposed Zoning Map Amendment enclosed herein was mailed to (i) all addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development, and (ii) all residents on the "interested parties" list.

Sincerely,

Brendan Barry

Enclosures:
1. Copy of Notice of Neighborhood Meeting For Proposed Zoning Map Amendment;
2. Sign-in Sheet for Neighborhood Meeting; and
3. Record of feedback from neighborhood meeting.

GEORGE J. MARCUS
(Retired)
MYER M. MARCUS
(1914-2015)

16 MIDDLE STREET, SUITE 501
PORTLAND, ME 04101-5166
T. 207.828.8000 / 800.806.9242
F. 207.773.3210 / 800.806.8678
FIRM@MARCUSCLEGG.COM
MARCUSCLEGG.COM

Portland West Realty, Inc.
1150 Brighton Ave.
Portland, ME 04103

NOTICE OF NEIGHBORHOOD OUTREACH MEETING FOR PROPOSED ZONING MAP AMENDMENT

1220 Brighton Avenue, Portland, Maine

YOU ARE RECEIVEING THIS NOTICE BECAUSE: (I) YOU OWN REAL ESTATE LOCATED WITHIN 500 FEET OF 1220 BRIGHTON AVENUE, PORTLAND, MAINE; OR (II) YOU ARE ON THE CITY OF PORTLAND'S LIST OF INTERESTED CITIZENS.

PURPOSE OF MEETING: Portland West Realty, Inc., the owner of 1220 Brighton Avenue, Portland, Maine (the "Property"), is seeking an amendment to the City of Portland's Zoning Map to change the current zoning of the Property from Transit Center Zone (TOD-2) to Commercial Corridor (B-4). As required by the City of Portland, Maine Code of Ordinances, Chapter 13, Article 1.10.2(C), Portland West Realty, Inc. is inviting you to a neighborhood outreach meeting regarding the proposed zoning map amendment. The zoning amendment is being proposed in order for the Property to be developed as a Panera Bread location with a drive-thru service, allowing the Property to be in an economically beneficial manner, rather than having it remain as a vacant lot.

DATE, TIME AND LOCATION OF MEETING: The neighborhood meeting shall be a hybrid in-person/virtual meeting to be held on Thursday, March 12, 2026 at 5:30 PM in the conference room of The Hampton Inn located at 1210 Brighton Avenue, Portland, Maine 04103. For parties who wish to participate remotely, please email Brendan Barry (btb@marcusclegg.com) no later than March 12, 2026, at 12:00 PM to request a Zoom link for the neighborhood meeting.

If you have any questions, please feel free to email Brendan Barry at btb@marcusclegg.com or to call 207-210-6281.

Sincerely,

Portland West Realty, Inc.

Neighborhood Meeting Sign-in Sheet

Date of Meeting: March 12, 2026 at 5:30 PM EST

Location: The Hampton Inn, 1210 Brighton Ave., Portland, Maine 04103

Project: Zoning Map Amendment for 1220 Brighton Avenue (ZN-003527-2026)

Members of the Public in Attendance

Name	Email

Applicant and Consultant Team in Attendance:

Name	**Email**
Brendan Barry	btb@marcusclegg.com
Kamlesh Patel	kopatel@me.com

Record Feedback from Neighborhood Meeting

None. No members of the public attended the neighborhood meeting.

JONES & BEACH ENGINEERS INC.
85 Portsmouth Avenue, PO Box 219, Stratham, NH 03885
603.772.4746 - JonesandBeach.com

March 11, 2026

Att. I

RE: Subsurface Soil Conditions
1220 Brighton Ave, Portland, ME
JBE Project No. 20784

Although no specific subsurface testing via deep test pits or borings has been completed on the subject parcel, our office is Engineer or Record for the Rock Row project to the east of the subject parcel. The subsurface soil conditions were extensively studied and findings formatted into a geotechnical report for Phase 1 of the Rock Row project. Because of our involvement in the neighboring project, we can provide the following summary of subsurface soil conditions we'd expect on our subject parcel:

> The subsurface soil types consist of primarily silty sands in upper layers (<15' depth on average) with some areas of clayey sands & silts in these upper layers. Beyond these upper layers, in some areas starting in the 15-20' depth range, gray silty clay is present (medium to soft). Based on the estimated shear strengths of the clay, the taller, heavier structures on Phase 1, such as Market Basket, required installation of extensive ground improvements beneath the building slab & foundation. The single-story commercial closest to our subject parcel, where Starbucks is located, did not require ground improvements because the height and use loading was minimized but over-excavation and replacement of several feet of existing material with imported, compacted gravels was required. If this structure had been proposed as multi-story, it's likely that ground improvements or a large mat slab – both of which are complicated and costly – would have been needed. We can likely translate these conclusions to the subject parcel and assume that a multi-story structure on the subject parcel will likely require a more expensive and complicated foundation system. Additionally, the footprint of a multi-story structure on the subject parcel would be relatively small which increases the cost of ground improvements or other foundation systems because of the high cost to mobilize equipment for small area of work – no economy of scale. For these reasons, it's our opinion that a single-story building is best suited for this site.

Please let me know if there are any questions,

Sincerely,

E. Ian MacKinnon

Ian MacKinnon, P.E.
Associate Principal

From: Hodgkins, Nick <Nick.Hodgkins@maine.gov>
Sent: Friday, December 15, 2023 11:57 AM
To: kopatel@me.com
Subject: RE: Request for Guidance

Att. J

Mr. Patel,

In short, the property you are proposing to develop is not covered by the Exxon/Mobil VRAP. However, based on the information you provided and our earlier phone conversation, it is apparent that the contamination located at depth is the same contamination located at depth on the former Exxon/Mobil parcel (with a historical dump, at depth).

My recommendation would be to follow the same requirements in the VRAP letter for the Exxon/Mobil parcel, but I would also recommend that any new structures have a vapor barrier and/or a sub-slab depressurization system installed to prevent vapors from entering the building. This redevelopment can be done with or without VRAP oversight; if you want VRAP liability protections for the project parcel, you will need to file a VRAP application and submit all pertinent reports.

I hope this helps and please let me know if you have additional questions.

Thanks,

Nick

Nicholas J. Hodgkins
Director, Division of Remediation

Tighe&Bond

A-5104-002-05
November 13, 2023

Haley Fardelmann
Adrenaline
195 New Hampshire Ave, #115
Portsmouth, New Hampshire 03801

Re: **Environmental Soil Sampling and Analysis Results**
Proposed Empeople Credit Union
1220 Brighton Avenue, Portland, ME

Dear Haley:

Tighe & Bond has prepared this letter to summarize the recent environmental soil sampling and analysis completed on October 17, 2023, at the above-referenced site. This work was conducted in accordance with approved Contract Amendment #1 dated October 5, 2023. Some of this information was previously reported to Adrenaline in our *Geotechnical Evaluation Report*, dated October 30, 2023.

In September 2023, Tighe & Bond conducted initial geotechnical exploration at the site that included the advancement of five soil borings (B-1 to B-5) up to a maximum depth of 26 feet. A "petroleum-like" odor was detected in soil from borings B-2 and B-3 at the approximate 20 to 25-foot depth interval. A second geo-environmental drilling event occurred during October to, among other things, further assess environmental conditions around borings B-2 and B-3. The work included advancement of four additional borings (B-6 to B-9) and the collection of soil samples for laboratory analysis to assess the "petroleum-like" impacts discovered in the soil.

The following information summarizes our field observations and the lab results for soil samples collected during the additional investigation in October. Attachments to this letter include a subsurface exploration plan, soil boring logs, a data summary table of the soil sample results and the laboratory report.

Soil Sampling and Analysis

The initial round of borings (B-1 to B-5) was advanced by New England Boring Contractors, Inc. (NEBC) on September 21, 2023 using a truck-mounted drill rig and hollow stem augers (HSAs) to depths ranging from approximately 21 to 26 feet below ground surface (bgs). Split-spoon sampling and Standard Penetration Tests (SPTs) was conducted at either continuous 2-foot intervals (e.g., 0-2', 2-4', 4-6') or at various intervals not exceeding 5 feet (e.g., 5-7', 10-12', 15-17'). Each boring was terminated in native soil. Upon completion, the boreholes were backfilled with drill cuttings and sand and the disturbed pavement was capped with asphalt cold patch.

Four additional borings (B-6 to B-9) were advanced on October 17, 2023 within the footprint of the proposed building and proximal to borings B-2 and B-3 to obtain additional information regarding the "petroleum-like" odors described in the boring logs for those locations. The soil borings were advanced by NEBC using a truck rig and HSAs to depths ranging from approximately 22 to 27 feet bgs. Split-spoon sampling was conducted at

approximate 5-foot intervals across the total boring depths. Select soil samples recovered from borings B-6 to B-9 were field screened by the jar headspace method for total volatile organic vapors (TVOV) using a MiniRae 3000 photoionization detector (PID) with a 10.6 electron-volt (eV) lamp and calibrated to a benzene standard with results recorded as parts per million by volume (ppmv). PID readings are shown on the boring logs (attached).

Positive headspace readings were measured in borings B-7, B-8 and B-9 as summarized below.

Boring ID / Sample ID	Sample Interval (ft)	Field PID Reading (ppmv)	Lab Analysis *
B-7, S8A	17 – 18	50	
B-7, S9	20 - 22	< 1	
B-8, S9	**16 – 18**	**200**	VOC, PAH, DRO(C10-C28)
B-8, S10	18 – 20	174	
B-8, S11A	**20 – 22**	**50**	VOC, PAH, DRO(C10-C28)
B-8, S12	22 – 24	15	
B-9, S2	12 – 14	15	
B-9, S3A	**14 - 15**	**45**	VOC, PAH, DRO(C10-C28)
B-9, S4A	16 – 16.3	20	
B-9, S5	18 – 20	15	
B-9, S6	20 – 22	3	

* Lab analysis conducted for volatile organic compounds (VOC), polycyclic aromatic hydrocarbons (PAH), and diesel range organics (DRO(C10-C28)).

BOLD indicates samples selected for laboratory analysis.

Based on the field PID readings, two soil samples were selected for lab analysis from B-8 and one soil sample was selected for lab analysis from B-9. Sample B-8, S9 (200 ppmv) was selected to assess the highest identified PID reading and B-8, S11A (50 ppmv) was selected to assess soil conditions at a deeper depth. Sample B-9, S3A was analyzed because it had the highest PID reading at this location (45 ppmv). B-9 was located to assess conditions near boring B-2 where "petroleum-like odors" were originally discovered in September.

The B-8 boring log describes the soil being "wet" at a depth of approximately 6 feet bgs, trace amounts of wood, glass and asphalt observed from approximately 12 to 16 feet bgs, and petroleum-like odors and sheening from approximately 16 to 21 feet bgs.

Boring B-9 was augured to a depth of approximately 10 feet bgs where split-spoon sampling began. Trace asphalt mixed in with soil was observed from approximately 10 to 14 feet bgs with a petroleum-like odor noted at approximately 14 feet bgs and soil was described as moist. Petroleum-like odors and sheening were recorded from approximately 14 to 15 feet bgs with soil described as wet at approximately 15 feet bgs.

In boring B-7 trace amounts of wood, glass and asphalt were observed from approximately 5 to 13 feet bgs. Soil was reported as wet at approximately 17 feet bgs and a petroleum-like odor was noted (see PID reading in table above).

No elevated PID readings, petroleum-like odors were reported for boring B-6.

The soil samples were placed in clean sample containers obtained from the laboratory and placed on ice in a thermally insulated container to maintain a temperature of approximately 4° Celsius. The samples were delivered under proper Chain-of-Custody procedures to Alpha Analytical Labs (PACE Labs) in Westboro, MA for laboratory analysis of VOCs, PAHs and diesel range organics (DRO(C10-C28)) assess petroleum-related constituents.

The soil sample results are summarized in Table 1 (attached) and were compared to the leaching to groundwater, residential contact and construction worker contact criteria set forth in the Maine Department of Environmental Protection (DEP) *Remedial Action Guidelines for Contaminated Sites* (May 1, 2021). The results indicate the presence of petroleum-related constituents in each of the soil samples as summarized below.

- **DRO(C10-C28)** concentrations ranged from 940 milligrams per kilogram (mg/kg) to 10,000 mg/kg. Although the Maine DEP does not have a Remedial Action Guideline (RAG) for DRO, the elevated concentration of 10,000 mg/kg in boring B-8 suggests concentrations that may be approaching petroleum saturation.

- **VOCs** were reported in each of the three soil samples, with the highest concentrations being in samples B-8, S9 and B-8, S-11. No VOCs were reported as exceeding the RAGs in B-9, S-3. The following VOCS were above the RAGs in both samples from B-8: benzene, ethylbenzene, naphthalene, 1,2,4- and 1,3,5-trimethylbene and xylenes.

- **PAHs** were reported at concentrations above the RAGs in the three samples submitted for laboratory analysis. The following PAHs were above the RAGs: benzo(a)anthracene, benzo(a)pyrene, 1-methylnaphthalene, 2-methylnaphthalene and naphthalene.

Conclusions

The soil sample results indicate the presence of petroleum-related contaminants in soil at the site. The highest concentrations of DRO(C10-C28), VOCs and PAHs were reported in boring B-8, S9 located in the southeast corner of the proposed building footprint. The impacts identified by this analysis are in the northeast corner of the Site within the proposed building footprint generally in the 15 to 25-foot depth interval. The samples with elevated concentrations were also in "wet" soils, and in excess of the RAG leaching

to groundwater criteria, which indicates that groundwater at the site may also be impacted. No groundwater monitoring wells have been installed for sampling at the site and, therefore, groundwater quality is unknown. The estimated depth to groundwater is 15 feet bgs. Due to the volatile nature of some of the detected compounds, the potential for vapor intrusion into the proposed building should also be considered.

Recommendations

Per the Maine Revised Statutes, Title 38 (Waters and Navigation), Chapter 2 (DEP), Section 343-F "Reporting and Disclosure Requirements" (MRS 38-2-343-F) an Environmental Professional who obtains analytical information indicating a release of hazardous substances, pollutants or contaminants, including petroleum, at levels which require removal or remedial action to prevent significant threats to public health or the environment, shall advise their client of the finding. Tighe & Bond considers the presence of identified VOCs and PAHs in soil at concentrations exceeding the RAGs for leaching to groundwater, residential and construction worker exposure to be subject to the client notification provision of MRS 38-2-343-F.

This letter satisfies the requirement for Tighe & Bond as the Environmental Professional, to advise you, as the Adrenaline client representative, of this finding. Because Adrenaline is not the property owner/operator, Tighe & Bond is required to inform Adrenaline that they are required by MRS 38-2-343-F to disclose the information in this letter to the owner/operator of the property. Upon receipt of this information the owner/operator is required to submit it to the Maine DEP "within a reasonable time period."

The findings in this letter are based on limited environmental sampling and analysis as described herein. Additional investigation of soil and groundwater is recommended for the site prior to construction of the proposed site building so remedial actions or protective measures (if needed) can be implemented prior to construction or incorporated into building/site design. Site investigations are iterative processes that are contingent on the results of each phase of investigation. The next phase of investigation should include additional soil, groundwater and soil gas sampling and analysis to determine the nature and extent of contamination at the site. At this point the source of the identified contamination is not known.

Since Adrenaline is not the property owner/operator they may wish to discuss the cost of conducting additional investigation, and the potential building and site design costs to mitigate the findings of those investigations, with the property owner/operator.

Please let us know if you would like to discuss this information following your review.

Sincerely,

TIGHE & BOND, INC.

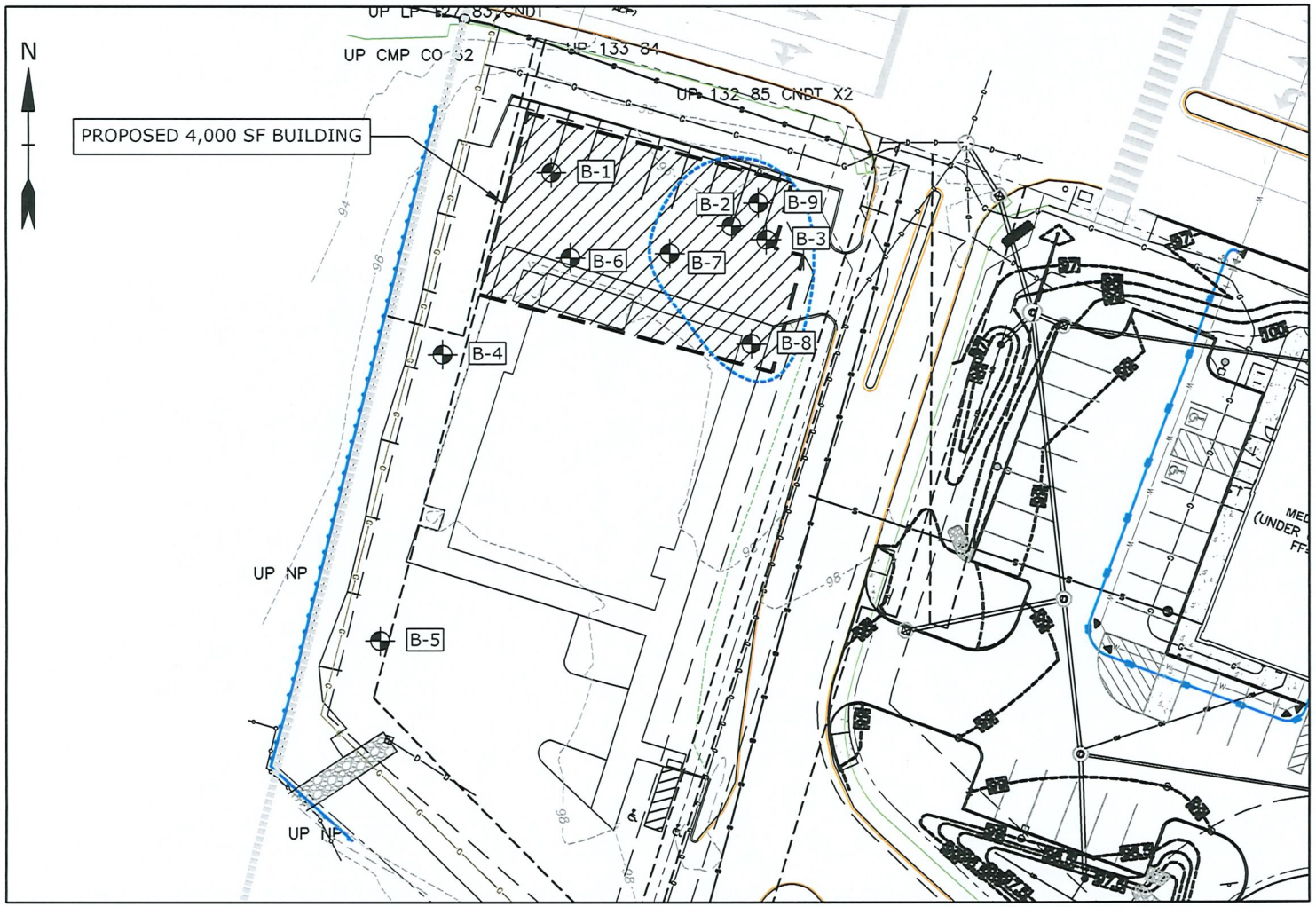
Scott Wozniakowski, PG
Environmental Project Manager

Suzanne C. Courtemanche, LSP, CHMM
Technical Director/Senior Project Manager

Enclosures: Figure 1 - Subsurface Exploration Plan
Table 1 - Summary of Soil Sample Results
Boring Logs
Laboratory Analytical Report

Cc: Eric Doremus, Tighe & Bond, Inc.
Joe Persechino, Tighe & Bond, Inc.

J:\A\A5104 Adrenaline\002 - Empeople Credit Union\Reports\Soil Sampling\final



GENERAL NOTES:

1. EXISTING CONDITIONS BASE MAP IS BASED ON A PLAN TITLED "ALTA SURVEY" PREPARED BY TIGHE & BOND AND DATED AUGUST 8, 2023.
2. PROPOSED BUILDING FOOTPRINT IS BASED ON A PLAN TITLED "SITE PLAN #2" DATED JUNE 1, 2017.
3. TEST BORINGS WERE LOCATED IN THE FIELD BY TAPING FROM IDENTIFIABLE SITE FEATURES. LOCATIONS SHOULD BE CONSIDERED APPROXIMATE.
4. TEST BORINGS WERE PERFORMED BY NEW ENGLAND BORING CONTRACTORS ON SEPTEMBER 21, 2023 AND OCTOBER 17, 2023.

LEGEND

B-1 APPROX. BORING LOCATION

GENERALIZED AREA OF IMPACTED SOIL (2023)

0 15' 30' 60'

GRAPHIC SCALE

EMPEOPLE CREDIT UNION
PORTLAND, MAINE

SUBSURFACE EXPLORATION PLAN

DATE: 11/07/2023
SCALE: 1" = 30'
FIGURE:1

Tighe&Bond
Engineers | Environmental Specialists
Services provided in New York by T&B Engineering, P.C.

Nov 07, 2023 - 3:21pm Plotted By: BHerson
Tighe & Bond, Inc. P:\AS\S1\1\Accounts\002 - Empeople Credit Union\Geotechnical\Figures\Fig 1 - exp.dwg

Tighe&Bond

TABLE 1
Summary of Compounds Detected in Soil Boring Samples
Adrenaline - Empeople Credit Union
Portland, Maine
Last Updated: 11/1/2023 (J. Jackson)

Sample Location / ID Sample Date Lab Sample ID Sample Depth (ft.)	MEDEP RAGs Leaching to Groundwater	 Residential	 Construction Worker	B-9, S-3 10/17/2023 L2361902-01 14 - 16'	B-8, S-9 10/17/2023 L2361902-02 16 - 18'	B-8, S-11 10/17/2023 L2361902-03 20 - 22'
Hydrocarbons - 8015D modified (mg/kg)						
DRO (C10-C28)	NS	NS	NS	940	10,000	7,100
VOCs 8260D (mg/kg)						
Acetone	160	52,000	98,000	0.085	<4.9	<4.5
Benzene	0.13	17	240	<0.00051	11	9.2
Butylbenzene, n-	180	5,400	34,000	<0.001	<0.49	0.55
Ethylbenzene	0.92	86	470	<0.001	46	23
Isopropylbenzene (cumene)	41	260	270	<0.001	4.9	3
Isopropyltoluene, 4- (p-cymene)	NS	NS	NS	<0.001	1.5	0.94
Naphthalene	0.21	29	130	0.0085	**450**	**610**
Propylbenzene, n-	67	260	260	<0.001	1	1.2
Styrene	73	830	860	<0.001	<0.49	6
Toluene	42	750	820	<0.001	1	14
Trimethylbenzene, 1,2,4-	4.4	180	220	<0.002	24	21
Trimethylbenzene, 1,3,5-	4.8	160	180	<0.002	7.9	6.4
Xylene (Total)	11	260	260	<0.001	77	51
Xylene, m,p-	NS	NS	NS	<0.002	52	34
Xylene, o-	NS	NS	NS	<0.001	25	17
PAHs EPA 8270E - SIM (mg/kg)						
Acenaphthene	300	4,900	48,000	0.44	28	13
Acenaphthylene	290	4,900	48,000	1.2	7.7	30
Anthracene	3,200	25,000	100,000	1.1	17	22
Benzo(a)anthracene	5.8	16	1,700	2	31	33
Benzo(a)pyrene	16	1.6	9.9	1.7	**14**	**14**
Benzo(b)fluoranthene	170	16	1,700	1.4	12	12
Benzo(g,h,i)perylene	100,000	2,500	72,000	1	8.4	7.6
Benzo(k)fluoranthene	1,600	160	17,000	0.41	4.6	4.7
Chrysene	5,000	1,600	100,000	2.5	16	20
Dibenz(a,h)anthracene	53	1.6	170	0.18	<4 *	<3.6 *
Fluoranthene	4,900	3,300	24,000	2.7	41	47
Fluorene	300	3,300	96,000	0.94	19	28
Indeno(1,2,3-cd)pyrene	540	16	1,700	0.73	7.9	7.6
Methylnaphthalene, 2-	10	330	960	0.5	62	88
Methylnaphthalene,1-	3.3	240	6,000	0.7	44	59
Phenanthrene	320	2,500	72,000	4	56	83
Pyrene	720	2,500	72,000	6.1	49	50
Naphthalene	0.21	29	130	0.43	**180**	**210**

MEDEP RAGs - Maine Department of Environmental Protection Remedial Action Guidelines for Contaminated Sites (5/1/21).
NS - No Standard
< xx indicates compound was not reported above specified lab reporting limit
Only parameters reported above reporting limits are summarized above
Results presented in milligrams per kilogram (mg/kg), are equivalent to parts per million (ppm)
Boxed values indicate exceedance of Residential RAGs
Gray shaded values indicate exceedance of Leaching to Groundwater RAGs
Bold values indicated exceedance of Construction Worker RAGs
PAHs - Polycyclic Aromatic Hydrocarbons
VOCs - Volatile Organic Compounds
DRO - Diesel Range Organics
<3.6 * - lab reporting limit exceeds the Residential RAG standard.

Tighe&Bond
Engineers | Environmental Specialists

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Boring No. **B-1**
Page 1 of 1
File No. A-5104-002
Checked by: B. Nereson

Drilling Co.: New England Boring Contractors
Foreman: P. Schofield
T&B Rep.: M. Carr
Date Start: 09/21/23 Date End: 09/21/23
Location See Exploration Location Plan
GS. Elev. 97' Datum: NAVD88

	Casing	Sampler
Type	HSA	Split Spoon
I.D./O.D.	2.25-6.25	1-3/8"/2"
Hammer Wt.	--	140#
Hammer Fall	--	30"
Rig	Mobile Drill B-48	

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Not Encountered				

Depth (ft.)	Field PID Screening (ppm)	Sample No. / Rec. (in)	Sample Depth (ft.)	Blows Per 6"	Sample Description	General Stratigraphy	Notes
		S1 / 7	0.5-2.5	7-11	S1: Medium dense, brown, fine to coarse SAND, some Gravel, trace Silt, dry	0.4' **ASPHALT**	
				13-13		**FILL**	
		S2 / 15	2.5-4.5	15-15	S2: Medium dense, brown, fine to medium SAND, trace Silt, dry	2.5'	
				15-14			
5		S3 / 16	4.5-6.5	9-8	S3: Medium dense, brown, fine to medium SAND, trace Silt, dry		
				7-8			
		S4 / 15	9-11	5-10	S4: Medium dense, brown, fine to medium SAND, trace fine Gravel, trace Silt, dry		
10				10-12			
		S5 / 15	14-16	8-10	S5: Medium dense, brown, fine to medium SAND, little Gravel, trace Silt, dry	**SAND**	
15				17-13			
		S6 / 15	19-21	10-11	S6: Medium dense, brown, fine to medium SAND, trace Gravel, trace Silt, dry		
20				11-11			
		S7A / 12	24-25	9-15	S7A: Dense, brown SAND, little Gravel, trace Silt, moist	23' **SILTY SAND**	
25		S7B / 3	25-26	24-22	S7B: Dense, brown, fine to coarse SAND and GRAVEL, some Silt, moist	26'	1
					Exploration Terminated at 26 feet.		
30							

Notes:
1. Boring backfilled with cuttings upon completion, pavement repaired with asphalt cold patch.

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
		HARD	>30

Tighe&Bond
Engineers | Environmental Specialists

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Boring No. **B-2**
Page 1 of 1
File No. A-5104-002
Checked by: B. Nereson

Drilling Co.: New England Boring Contractors
Foreman: P. Schofield
T&B Rep.: M. Carr
Date Start: 09/21/23 Date End: 09/21/23
Location See Exploration Location Plan
GS. Elev. 96.5' Datum: NAVD88

	Casing	Sampler
Type	HSA	Split Spoon
I.D./O.D.	2.25-6.25	1-3/8"/2"
Hammer Wt.	--	140#
Hammer Fall	--	30"
Rig	Mobile Drill B-48	

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Not Encountered				

Depth (ft.)	Field PID Screening (ppm)	Sample No. / Rec. (in)	Sample Depth (ft.)	Blows Per 6"	Sample Description	General Stratigraphy	Notes
		S1A / 8	0.5-1.2	5-5	S-1A: Medium dense, brown, fine to coarse SAND, some Gravel, trace Silt, dry	0.4' **Asphalt**	
		S1B / 4	1.2-2.5	6-7	S-1B: Stiff, brown, Clayey SILT, little fine Sand, dry		
		S2 / 3	2.5-4.5	7-7	S-2: Medium dense, brown, fine to coarse SAND, some Gravel, little Silt, dry		
				10-16			
5		S3A / 7	4.5-5.1	7-6	S-3A: Medium dense, brown, fine to coarse SAND, little Gravel, trace Silt, trace Roots, dry		
		S3B / 5	5.1-6.5	4-5			
					S-3B: Medium dense, brown, fine to coarse SAND, little Gravel, trace Silt		
10		S4 / 11	9-11	1-3	S-4: Loose, fine to medium SAND, some Silt, little Gravel, trace Asphalt, dry	**FILL**	
				3-3			
		S5 / 10	11-13	2-2	S-5: Loose, brown, fine to coarse SAND, some Silt, some interbedded Clayey Silt, trace Gravel, dry		
				3-4			
		S6 / 11	13-15	1-1	S-6: Very loose, gray, SILT and fine to medium SAND, moist		
15				2-1			
		S7 / 23	15-17	1-1/12"	S-7: Very loose, gray, SILT and fine to medium SAND, wet		
				-1			
20		S8A / 7	19-19.6	2-5	S-8A: Medium dense, gray, fine to medium SAND, some Silt, slight Petroleum-like odor, wet		
		S8B / 17	19.6-21	5-7	S-8B: Medium dense, brown, fine to coarse SAND, little Silt, little Gravel, slight Petroleum-like odor, wet	21'	
		S9 / 18	21-23	8-11			
				11-13	S-9: Medium dense, brown, fine to coarse SAND, little Silt, moist	**SILTY SAND**	
		S10 / 17	24-26	7-13	S-10: Medium dense, gray, fine to coarse SAND, some Gravel, some Silt, slight petroleum-like odor, moist		
25				16-21		26'	1
					Exploration Terminated at 26 feet.		
30							

Notes:
1. Boring backfilled with cuttings upon completion, pavement repaired with asphalt cold patch.

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
		HARD	>30

Tighe&Bond
Engineers | Environmental Specialists

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Boring No. **B-3**
Page 1 of 1
File No. A-5104-002
Checked by: B. Nereson

Drilling Co.: New England Boring Contractors
Foreman: P. Schofield
T&B Rep.: M. Carr
Date Start: 09/21/23 Date End: 09/21/23
Location See Exploration Location Plan
GS. Elev. 96.5' Datum: NAVD88

	Casing	Sampler
Type	HSA	Split Spoon
I.D./O.D.	2.25-6.25	1-3/8"/2"
Hammer Wt.	--	140#
Hammer Fall	--	30"
Rig	Mobile Drill B-48	

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Groundwater Not Encountered				

Depth (ft.)	Field PID Screening (ppm)	Sample No. / Rec. (in)	Sample Depth (ft.)	Blows Per 6"	Sample Description	General Stratigraphy	Notes
					Advanced Auger to 4 feet BGS		
5		S1 / 4	4-6	1-2	S1: Loose, brown, fine to coarse SAND, little Silt, little Gravel, dry		
				2-7			
		S2 / 10	6-8	3-7	S2: Medium dense, brown, fine to coarse SAND, some Clayey Silt, some Gravel, dry		
				5-5			
						FILL	
10		S3 / 11	9-11	1-3	S3: Loose, brown, fine to coarse SAND, some Gravel, little Clayey Silt, dry		
				5-6			
15		S4 / 17	14-16	1-2	S4: Very loose, gray, fine to coarse SAND and CLAYEY SILT, wet		
				2/24"			
		S5 / 24	16-18	WOR / 18"	S5: Very loose, gray, fine to coarse SAND and CLAYEY SILT, slight petroleum-like odor, wet		
				-6		18'	
						SILTY SAND	
20		S6 / 15	19-21	3-4	S6: Medium dense, fine to coarse SAND, some Silt, moist		
				6-6		21'	1
					Exploration Terminated at 21 feet		
25							
30							

Notes:
1. Boring backfilled with cuttings upon completion, pavement repaired with asphalt cold patch.

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
			>30

Tighe&Bond
Engineers | Environmental Specialists

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Boring No. **B-4**
Page 1 of 1
File No. A-5104-002
Checked by: B. Nereson

Drilling Co.: New England Boring Contractors
Foreman: P. Schofield
T&B Rep.: M. Carr
Date Start: 09/21/23 Date End: 09/21/23
Location See Exploration Location Plan
GS. Elev. 98' Datum: NAVD88

	Casing	Sampler
Type	HSA	Split Spoon
I.D./O.D.	2.25-6.25	1-3/8"/2"
Hammer Wt.	--	140#
Hammer Fall	--	30"
Rig	Mobile Drill B-48	

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Groundwater Not Encountered				

Depth (ft.)	Field PID Screening (ppm)	Sample No. / Rec. (in)	Sample Depth (ft.)	Blows Per 6"	Sample Description	General Stratigraphy	Notes
		S1 / 20	0.5-2.5	5-8	S1: Medium dense, brown, fine to coarse SAND, some Gravel, little Silt	0.4' **ASPHALT**	
				15-9		**FILL** 2.5'	
		S2A / 8	2.5-3.2	8-24	S2A: Very dense, brown, fine to coarse SAND, some Gravel, little Silt, dry		
		S2B / 8	3.2-4.5	27-23	S2B: Very dense, brown, fine to medium SAND, little Silt, dry		
5		S3 / 18	4.5-6.5	7-8	S3: Medium dense, brown, fine to medium SAND, trace Silt, dry		
				10-9			
		S4 / 14	9-11	6-8	S4: Medium dense, brown, fine to medium SAND, trace Silt, dry		
10				9-11		**SAND**	
		S5 / 16	14-16	6-8	S5: Medium dense, brown, fine to medium SAND, trace Silt, dry		
15				12-7			
		S6 / 15	19-21	6-10	S6: Medium dense, brown, fine to medium SAND, trace Silt, dry		
20				13-15		21'	
						SILTY SAND	
		S7 / 15	24-26	8-30	S7: Very dense, brown, fine to coarse SAND, some Gravel, some Silt, dry		
25				23-25		26'	1
					Exploration Terminated at 26 feet		
30							

Notes:
1. Boring backfilled with cuttings upon completion, pavement repaired with asphalt cold patch.

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
			>30

Tighe&Bond
Engineers | Environmental Specialists

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Boring No. **B-5**
Page 1 of 1
File No. A-5104-002
Checked by: B. Nereson

Drilling Co.: New England Boring Contractors
Foreman: P. Schofield
T&B Rep.: M. Carr
Date Start: 09/21/23 Date End: 09/21/23
Location See Exploration Location Plan
GS. Elev. 98' Datum: NAVD88

	Casing	Sampler
Type	HSA	Split Spoon
I.D./O.D.	2.25-6.25	1-3/8"/2"
Hammer Wt.	--	140#
Hammer Fall	--	30"
Rig	Mobile Drill B-48	

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Groundwater Not Encountered				

Depth (ft.)	Field PID Screening (ppm)	Sample No. / Rec. (in)	Sample Depth (ft.)	Blows Per 6"	Sample Description	General Stratigraphy	Notes
		S1A / 4	0.5-0.8	6-4	S1A: Medium dense, brown, fine to coarse SAND, some Gravel, trace Silt, dry	0.4' **ASPHALT**	
			0.8-2.5	6-7		0.8' **FILL**	
		S2B / 9	2.5-4.5	6-7	S1B: Medium dense, brown, fine to coarse SAND, trace Silt, dry		
				9-8	S2: Medium dense, brown, fine to coarse SAND, trace Silt, dry		
5		S3 / 15	4.5-6.5	5-6	S3: Medium dense, brown, fine to coarse SAND, trace Silt, dry		
				7-8			
		S4 / 17	9-11	7-5	S4: Medium dense, brown, fine to coarse SAND, trace Silt, dry		
10				10-11			
						SAND	
		S5 / 16	14-16	5-6	S5: Medium dense, brown, fine to coarse SAND, trace Silt, dry		
15				8-10			
		S6 / 15	19-21	8-13	S6: Medium dense, brown, fine to coarse SAND, trace Silt, dry		
20				15-20			
						23'	
		S7A / 15	24-25.25	21-30	S7A: Very dense, brown, fine to coarse SAND, trace Silt, dry	**SILTY SAND**	
25		S7B / 9	25.25-26	37-53	S7B: Very dense, fine to coarse SAND, some Gravel, some Silt, dry		
						26'	1
					Exploration Terminated at 26 feet		
30							

Notes:
1. Boring backfilled with cuttings upon completion, pavement repaired with asphalt cold patch.

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
			>30

Tighe&Bond
Engineers | Environmental Specialists

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Boring No. **B-6**
Page 1 of 1
File No. A-5104-002
Checked by: B. Nereson

Drilling Co.: New England Boring Contractors
Foreman: W. Smith
T&B Rep.: M. Carr
Date Start: 10/17/23 Date End: 10/17/23
Location See Exploration Location Plan
GS. Elev. 98' Datum: NAVD88

	Casing	Sampler
Type	HSA	Split Spoon
I.D./O.D.	2.25-6.25	1-3/8"/2"
Hammer Wt.	--	140#
Hammer Fall	--	30"
Rig	Mobile Drill B-48	

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Groundwater Not Encountered				

Depth (ft.)	Field PID Screening (ppm)	Sample No. / Rec. (in)	Sample Depth (ft.)	Blows Per 6"	Sample Description	General Stratigraphy	Notes
		S1A / 5"	0.5-0.9	2-3	S1A: 0.5" Asphalt over loose, brown, fine to coarse SAND, some Gravel, little Silt, moist	0.1' **ASPHALT**	
		S1B / 12"	0.9-2.5	3-5	S1B: Loose, gray, SILT, some fine Sand, moist		
		S2 / 14"	2.5-4.5	4-5	S2: Medium dense, gray, Clayey SILT, little fine to medium Sand, trace Asphalt particles, moist		
				6-7			
5		S3 / 5"	4.5-6.5	4-4	S3: Loose, brown, fine to medium SAND, some Silt, trace Gravel, moist		
				3-3			
						FILL	
10		S4 / 20"	9-11	WOR-1	S4: Very loose, gray, fine to medium SAND and SILT, moist		
				1-2			
		S5 / 21"	11-13	1-2	S5: Very loose, brown, fine to medium SAND and SILT, moist		
				2-2			
15						15'	
		S6 / 17"	15-17	4-6	S6: Medium dense, brown, fine to medium SAND, some Silt, moist		
				8-9			
						SILTY SAND	
20		S7 / 21"	20-22	7-12	S7: Medium dense, fine to medium SAND, some Silt, moist		
				11-13		22'	1
					Exploration Terminated at 22 feet		
25							
30							

Notes:
1. Boring backfilled with cuttings upon completion, pavement repaired with asphalt cold patch.
2.

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
			>30

Tighe&Bond
Engineers | Environmental Specialists

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Boring No. **B-7**
Page 1 of 1
File No. A-5104-002
Checked by: B. Nereson

Drilling Co.: New England Boring Contractors
Foreman: W. Smith
T&B Rep.: M. Carr
Date Start: 10/17/23 Date End: 10/17/23
Location See Exploration Location Plan
GS. Elev. 97' Datum: NAVD88

	Casing	Sampler
Type	HSA	Split Spoon
I.D./O.D.	2.25-6.25	1-3/8"/2"
Hammer Wt.	--	140#
Hammer Fall	--	30"
Rig	Mobile Drill B-48	

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Groundwater Not Encountered				

Depth (ft.)	Field PID Screening (ppm)	Sample No. / Rec. (in)	Sample Depth (ft.)	Blows Per 6"	Sample Description	General Stratigraphy	Notes
		S1A / 6"	0.5-1	6-6	S1A: 0.5" Asphalt over medium dense, brown, fine to coarse SAND, some Gravel, little Silt, moist	0.1' **ASPHALT**	
		S1B / 10"	1-2.5	6-6	S1B: Stiff, gray, Clayey SILT and fine to medium SAND, moist		
		S2 / 17	2.5-4.5	7-7	S2: Medium dense, gray, SILT interbedded with Clayey SILT, trace fine to medium Sand, moist		
				10-9			
5		S3 / 17	4.5-6.5	2-3	S3: Loose, gray, fine to medium SAND and Clayey SILT, trace Glass particles, trace Asphalt particles, moist		
				5-6			
		S4 / 19	6.5-8.5	7-8	S4: Medium dense, brown, fine SAND, some Silt, little Wood fragments, trace Asphalt particles, moist		
				4-5			
						FILL	
10		S5 / 5"	10-12	1-1	S5: Very loose, dark brown, fibrous ORGANICS, some Wood fragments, moist		
				1-1			
		S6 / 24"	12-13	1-1	S6: Very loose, brown, fine to medium SAND and SILT, trace Asphalt particles, trace Roots, moist		
			13-14	1-2			
15		S7A / 10"	15-15.8	1/12"	S7A: Very loose, gray, Clayey SILT, moist		
		S7B / 10"	15.8-17	1-3	S7B: Very loose, brown, fine to medium SAND, some Silt, little Roots, trace Asphalt particles, moist		
	50	S8A / 12"	17-18	1-3	S8A: Loose, brown, fine to medium SAND, some Silt, petroleum-like odor and sheen, wet	18'	
		S8B / 10"	18-19	3-5	S8B: Loose, brown, fine to medium SAND, little Silt, moist		
20	<1	S9 / 12	20-22	3-4	S9: Medium dense, brown, fine to medium SAND, little Silt, moist		
				6-9			
						SILTY SAND	
25		S10 / 20	25-27	15-14	S10: Medium dense, brown, fine to coarse SAND, some Gravel, little Clayey Silt, moist		
				15-21		27'	1
					Exploration Terminated at 27 feet		
30							

Notes:
1. Boring backfilled with cuttings upon completion, pavement repaired with asphalt cold patch.
2. Soils field screened using a MiniRae3000 photoionization detector with a 10.6eV lamp and calibrated to Benzene standard.

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
			>30

Tighe&Bond
Engineers | Environmental Specialists

Boring No. **B-8**
Page 1 of 1
File No. A-5104-002
Checked by: B. Nereson

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Drilling Co.: New England Boring Contractors
Foreman: W. Smith
T&B Rep.: M. Carr
Date Start: 10/17/23 Date End: 10/17/23
Location See Exploration Location Plan
GS. Elev. 97.5' Datum: NAVD88

	Casing	Sampler
Type	HSA	Split Spoon
I.D./O.D.	2.25-6.25	1-3/8"/2"
Hammer Wt.	--	140#
Hammer Fall	--	30"
Rig	Mobile Drill B-48	

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Groundwater Not Encountered				

Depth (ft.)	Field PID Screening (ppm)	Sample No. / Rec. (in)	Sample Depth (ft.)	Blows Per 6"	Sample Description	General Stratigraphy	Notes
		S1 / 12"	0-2	2-1	S1: Very loose, brown-gray, fine SAND and SILT, trace Gravel, moist		
				3-4			
		S2 / 11"	2-4	5-7	S2: Medium dense, gray, fine SAND and SILT, trace Asphalt particles, moist		
				5-4			
		S3 / 3"	4-6	2-1	S3: Very loose, gray, Clayey SILT and GRAVEL, some fine to coarse Sand, moist		
5				1-2			
		S4 / 12"	6-8	1/24"	S4: Very loose, gray, Clayey SILT and fine to coarse SAND, some Gravel, wet		
				--			
		S5 / 17"	8-10	WOR/12"	S5: Very soft, gray, SILT & CLAY, little Gravel, little fine to coarse Sand, wet		
				1-3			
10		S6 / 21"	10-12	1-2	S6: Soft, gray, Clayey SILT, some fine to coarse Sand, little Gravel, wet	FILL	
				2-2			
		S7A / 10"	12-12.9	3-3	S7A: Medium, gray, Clayey SILT, some fine to coarse Sand, wet		
		S7B / 10"	12.9-14	4-3	S7B: Loose, brown, fine SAND, some Silt, trace Wood particles, moist		
		S8 / 20"	14-16	2-2	S8: Loose, brown, fine to coares SAND, some Silt, trace Wood, trace Glass, trace Asphalt, wet		
15				2-3			
	200	S9 / 10"	16-18	1/24"	S9: Very loose, brown, fine to coarse SAND, some Silt, petroleum-like odor, sheen, wet		
				--			
	174	S10 / 10"	18-20	2-3	S10: Loose, brown, fine to coarse SAND, some Silt, petroleum-like odor, sheen, wet		
				4-4			
20	50	S11A / 10"	20-20.9	1-4	S11A: Stiff, gray, SILT & CLAY interbedded with Sand, slight petroleum-like odor, moist	20.9'	
		S11B / 10"	20.9-22	7-11	S11B: Medium dense, brown, fine to medium SAND, little Silt, moist	SILTY SAND	
	15	S12 / 15"	22-24	15-19			
				16-24	S12: Dense, brown, fine to medium SAND, little Silt, moist	24'	1
					Exploration Terminated at 24 feet		
25							
30							

Notes:
1. Boring backfilled with cuttings upon completion, pavement repaired with asphalt cold patch.
2. Soils field screened using a MiniRae3000 photoionization detector with a 10.6eV lamp and calibrated to Benzene standard.

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
			>30

Tighe&Bond
Engineers | Environmental Specialists

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Boring No. **B-9**
Page 1 of 1
File No. A-5104-002
Checked by: B. Nereson

Drilling Co.: New England Boring Contractors
Foreman: W. Smith
T&B Rep.: M. Carr
Date Start: 10/17/23 Date End: 10/17/23
Location See Exploration Location Plan
GS. Elev. 96' Datum: NAVD88

	Casing	Sampler
Type	HSA	Split Spoon
I.D./O.D.	2.25-6.25	1-3/8"/2"
Hammer Wt.	--	140#
Hammer Fall	--	30"
Rig	Mobile Drill B-48	

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Groundwater Not Encountered				

Depth (ft.)	Field PID Screening (ppm)	Sample No. / Rec. (in)	Sample Depth (ft.)	Blows Per 6"	Sample Description	General Stratigraphy	Notes
					Augered to 10 feet without sampling		
10		S1 / 11"	10-12	2-3	S1: Loose, gray, fine to medium SAND, some Clayey Silt, some Gravel, trace Asphalt particles, moist	FILL	
				4-5			
	15	S2 / 4"	12-14	4-5	S2: Loose, gray, fine to medium SAND, some Clayey Silt, some Gravel, trace Asphalt particles, slight petroleum-like odor, moist		
				3-2	S3A: Loose, dark red, fine to medium SAND and Clayey SILT, slight petroleum-like odor, slight sheen, moist		
15	45	S3A / 11"	14-14.9	4-2			
		S3B / 11"	14.9-16	2-3	S3B: Loose, gray, fine to medium SAND and Clayey SILT, wet		
	20	S4A / 4"	16-16.3	2-4	S4A: Loose, gray, fine to medium SAND and Clayey SILT, wet		
		S4B / 7"	16.3-18	6-6	S4B: Loose, brown, fine to medium SAND, little Silt, moist		
	15	S5 / 13"	18-20	3-3	S5: Loose, brown, fine to medium SAND, little Silt, moist		
				5-10		20'	
20	3	S6 / 12"	20-22	7-16	S6: Medium dense, brown, fine to medium SAND, little Silt, moist	SILTY SAND	
				10-14		22'	1
					Exploration Terminated at 22 feet		
25							
30							

Notes:
1. Boring backfilled with cuttings upon completion, pavement repaired with asphalt cold patch.
2. Soils field screened using a MiniRae3000 photoionization detector with a 10.6eV lamp and calibrated to Benzene standard.

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
			>30

ANALYTICAL REPORT

Lab Number:	L2361902
Client:	Tighe & Bond, Inc. 177 Corporate Drive Portsmouth, NH 03801
ATTN:	Scott Wozniakowski
Phone:	(603) 294-9679
Project Name:	ADRENALINE/EMPEOPLE
Project Number:	A-5104-002-05
Report Date:	10/27/23

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Eight Walkup Drive, Westborough, MA 01581-1019
508-898-9220 (Fax) 508-898-9193 800-624-9220 - www.alphalab.com

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Alpha Sample ID	Client ID	Matrix	Sample Location	Collection Date/Time	Receive Date
L2361902-01	B-9, S-3	SOIL	1220 BRIGHTON AVE., PORTLAND, ME	10/17/23 14:45	10/18/23
L2361902-02	B-8, S-9	SOIL	1220 BRIGHTON AVE., PORTLAND, ME	10/17/23 11:45	10/18/23
L2361902-03	B-8, S-11	SOIL	1220 BRIGHTON AVE., PORTLAND, ME	10/17/23 12:00	10/18/23

Project Name:	ADRENALINE/EMPEOPLE	**Lab Number:**	L2361902
Project Number:	A-5104-002-05	**Report Date:**	10/27/23

Case Narrative

The samples were received in accordance with the Chain of Custody and no significant deviations were encountered during the preparation or analysis unless otherwise noted. Sample Receipt, Container Information, and the Chain of Custody are located at the back of the report.

Results contained within this report relate only to the samples submitted under this Alpha Lab Number and meet NELAP requirements for all NELAP accredited parameters unless otherwise noted in the following narrative. The data presented in this report is organized by parameter (i.e. VOC, SVOC, etc.). Sample specific Quality Control data (i.e. Surrogate Spike Recovery) is reported at the end of the target analyte list for each individual sample, followed by the Laboratory Batch Quality Control at the end of each parameter. Tentatively Identified Compounds (TICs), if requested, are reported for compounds identified to be present and are not part of the method/program Target Compound List, even if only a subset of the TCL are being reported. If a sample was re-analyzed or re-extracted due to a required quality control corrective action and if both sets of data are reported, the Laboratory ID of the re-analysis or re-extraction is designated with an "R" or "RE", respectively.

When multiple Batch Quality Control elements are reported (e.g. more than one LCS), the associated samples for each element are noted in the grey shaded header line of each data table. Any Laboratory Batch, Sample Specific % recovery or RPD value that is outside the listed Acceptance Criteria is bolded in the report. In reference to questions H (CAM) or 4 (RCP) when "NO" is checked, the performance criteria for CAM and RCP methods allow for some quality control failures to occur and still be within method compliance. In these instances, the specific failure is not narrated but noted in the associated QC Outlier Summary Report, located directly after the Case Narrative. QC information is also incorporated in the Data Usability Assessment table (Format 11) of our Data Merger tool, where it can be reviewed in conjunction with the sample result, associated regulatory criteria and any associated data usability implications.

Soil/sediments, solids and tissues are reported on a dry weight basis unless otherwise noted. Definitions of all data qualifiers and acronyms used in this report are provided in the Glossary located at the back of the report.

HOLD POLICY - For samples submitted on hold, Alpha's policy is to hold samples (with the exception of Air canisters) free of charge for 21 calendar days from the date the project is completed. After 21 calendar days, we will dispose of all samples submitted including those put on hold unless you have contacted your Alpha Project Manager and made arrangements for Alpha to continue to hold the samples. Air canisters will be disposed after 3 business days from the date the project is completed.

Please contact Project Management at 800-624-9220 with any questions.

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902
Project Number: A-5104-002-05 **Report Date:** 10/27/23

Case Narrative (continued)

Volatile Organics

The WG1845137-5 Method Blank, associated with L2361902-01, has a concentration above the reporting limit for methylene chloride. Since the associated sample concentrations are either greater than 10x the blank concentration or non-detect to the RL for this target analyte, no corrective action is required. Any results detected below the reporting limit are qualified with a "B".

The WG1845139-5 Method Blank, associated with L2361902-02D and -03D, has a concentration above the reporting limit for methylene chloride. Since the associated sample concentrations are either greater than 10x the blank concentration or non-detect to the RL for this target analyte, no corrective action is required. Any results detected below the reporting limit are qualified with a "B".

Semivolatile Organics by SIM

L2361902-02D and -03D: The surrogate recoveries are below the acceptance criteria for nitrobenzene-d5 (0%), 2-fluorobiphenyl (0%), and 4-terphenyl-d14 (0%) due to the dilution required to quantitate the sample. Re-extraction was not required; therefore, the results of the original analysis are reported.

Diesel Range Organics

L2361902-02D: The surrogate recovery is below the acceptance criteria for o-terphenyl (0%) due to the dilution required to quantitate the sample. Re-extraction was not required; therefore, the results of the original analysis are reported.

The WG1842035-3D Laboratory Duplicate RPD for DRO (C10-C28) (107%), performed on L2361902-01, is outside the acceptance criteria. The elevated RPD has been attributed to the non-homogeneous nature of the native sample.

I, the undersigned, attest under the pains and penalties of perjury that, to the best of my knowledge and belief and based upon my personal inquiry of those responsible for providing the information contained in this analytical report, such information is accurate and complete. This certificate of analysis is not complete unless this page accompanies any and all pages of this report.

Authorized Signature: Michelle M. Morris

Title: Technical Director/Representative Date: 10/27/23

ORGANICS

VOLATILES

Project Name: ADRENALINE/EMPEOPLE
Lab Number: L2361902
Project Number: A-5104-002-05
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-01
Client ID: B-9, S-3
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME
Date Collected: 10/17/23 14:45
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8260D
Analytical Date: 10/27/23 10:04
Analyst: AJK
Percent Solids: 79%

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 Low - Westborough Lab						
Methylene chloride	ND		ug/kg	5.1	--	1
1,1-Dichloroethane	ND		ug/kg	1.0	--	1
Chloroform	ND		ug/kg	1.5	--	1
Carbon tetrachloride	ND		ug/kg	1.0	--	1
1,2-Dichloropropane	ND		ug/kg	1.0	--	1
Dibromochloromethane	ND		ug/kg	1.0	--	1
1,1,2-Trichloroethane	ND		ug/kg	1.0	--	1
Tetrachloroethene	ND		ug/kg	0.51	--	1
Chlorobenzene	ND		ug/kg	0.51	--	1
Trichlorofluoromethane	ND		ug/kg	4.1	--	1
1,2-Dichloroethane	ND		ug/kg	1.0	--	1
1,1,1-Trichloroethane	ND		ug/kg	0.51	--	1
Bromodichloromethane	ND		ug/kg	0.51	--	1
trans-1,3-Dichloropropene	ND		ug/kg	1.0	--	1
cis-1,3-Dichloropropene	ND		ug/kg	0.51	--	1
1,3-Dichloropropene, Total	ND		ug/kg	0.51	--	1
1,1-Dichloropropene	ND		ug/kg	0.51	--	1
Bromoform	ND		ug/kg	4.1	--	1
1,1,2,2-Tetrachloroethane	ND		ug/kg	0.51	--	1
Benzene	ND		ug/kg	0.51	--	1
Toluene	ND		ug/kg	1.0	--	1
Ethylbenzene	ND		ug/kg	1.0	--	1
Chloromethane	ND		ug/kg	4.1	--	1
Bromomethane	ND		ug/kg	2.0	--	1
Vinyl chloride	ND		ug/kg	1.0	--	1
Chloroethane	ND		ug/kg	2.0	--	1
1,1-Dichloroethene	ND		ug/kg	1.0	--	1
trans-1,2-Dichloroethene	ND		ug/kg	1.5	--	1

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05
Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-01
Client ID: B-9, S-3
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME
Date Collected: 10/17/23 14:45
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 Low - Westborough Lab						
Trichloroethene	ND		ug/kg	0.51	--	1
1,2-Dichlorobenzene	ND		ug/kg	2.0	--	1
1,3-Dichlorobenzene	ND		ug/kg	2.0	--	1
1,4-Dichlorobenzene	ND		ug/kg	2.0	--	1
Methyl tert butyl ether	ND		ug/kg	2.0	--	1
p/m-Xylene	ND		ug/kg	2.0	--	1
o-Xylene	ND		ug/kg	1.0	--	1
Xylenes, Total	ND		ug/kg	1.0	--	1
cis-1,2-Dichloroethene	ND		ug/kg	1.0	--	1
1,2-Dichloroethene, Total	ND		ug/kg	1.0	--	1
Dibromomethane	ND		ug/kg	2.0	--	1
1,4-Dichlorobutane	ND		ug/kg	10	--	1
1,2,3-Trichloropropane	ND		ug/kg	2.0	--	1
Styrene	ND		ug/kg	1.0	--	1
Dichlorodifluoromethane	ND		ug/kg	10	--	1
Acetone	85		ug/kg	26	--	1
Carbon disulfide	ND		ug/kg	10	--	1
2-Butanone	ND		ug/kg	10	--	1
Vinyl acetate	ND		ug/kg	10	--	1
4-Methyl-2-pentanone	ND		ug/kg	10	--	1
2-Hexanone	ND		ug/kg	10	--	1
Ethyl methacrylate	ND		ug/kg	10	--	1
Acrylonitrile	ND		ug/kg	4.1	--	1
Bromochloromethane	ND		ug/kg	2.0	--	1
Tetrahydrofuran	ND		ug/kg	4.1	--	1
2,2-Dichloropropane	ND		ug/kg	2.0	--	1
1,2-Dibromoethane	ND		ug/kg	1.0	--	1
1,3-Dichloropropane	ND		ug/kg	2.0	--	1
1,1,1,2-Tetrachloroethane	ND		ug/kg	0.51	--	1
Bromobenzene	ND		ug/kg	2.0	--	1
n-Butylbenzene	ND		ug/kg	1.0	--	1
sec-Butylbenzene	ND		ug/kg	1.0	--	1
tert-Butylbenzene	ND		ug/kg	2.0	--	1
o-Chlorotoluene	ND		ug/kg	2.0	--	1
p-Chlorotoluene	ND		ug/kg	2.0	--	1
1,2-Dibromo-3-chloropropane	ND		ug/kg	3.1	--	1
Hexachlorobutadiene	ND		ug/kg	4.1	--	1

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-01 Date Collected: 10/17/23 14:45

Client ID: B-9, S-3 Date Received: 10/18/23

Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME Field Prep: Not Specified

Sample Depth:

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 Low - Westborough Lab						
Isopropylbenzene	ND		ug/kg	1.0	--	1
p-Isopropyltoluene	ND		ug/kg	1.0	--	1
Naphthalene	8.5		ug/kg	4.1	--	1
n-Propylbenzene	ND		ug/kg	1.0	--	1
1,2,3-Trichlorobenzene	ND		ug/kg	2.0	--	1
1,2,4-Trichlorobenzene	ND		ug/kg	2.0	--	1
1,3,5-Trimethylbenzene	ND		ug/kg	2.0	--	1
1,2,4-Trimethylbenzene	ND		ug/kg	2.0	--	1
trans-1,4-Dichloro-2-butene	ND		ug/kg	5.1	--	1
Ethyl ether	ND		ug/kg	2.0	--	1

Surrogate	% Recovery	Qualifier	Acceptance Criteria
1,2-Dichloroethane-d4	104		70-130
Toluene-d8	100		70-130
4-Bromofluorobenzene	111		70-130
Dibromofluoromethane	105		70-130

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-02 D2 Date Collected: 10/17/23 11:45
Client ID: B-8, S-9 Date Received: 10/18/23
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8260D
Analytical Date: 10/27/23 10:51
Analyst: AJK
Percent Solids: 83%

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 High - Westborough Lab						
Naphthalene	450000		ug/kg	20000	--	100

Surrogate	% Recovery	Qualifier	Acceptance Criteria
1,2-Dichloroethane-d4	98		70-130
Toluene-d8	98		70-130
4-Bromofluorobenzene	95		70-130
Dibromofluoromethane	104		70-130

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-02 D
Client ID: B-8, S-9
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 11:45
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8260D
Analytical Date: 10/27/23 10:28
Analyst: AJK
Percent Solids: 83%

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 High - Westborough Lab						
Methylene chloride	ND		ug/kg	2400	--	10
1,1-Dichloroethane	ND		ug/kg	490	--	10
Chloroform	ND		ug/kg	740	--	10
Carbon tetrachloride	ND		ug/kg	490	--	10
1,2-Dichloropropane	ND		ug/kg	490	--	10
Dibromochloromethane	ND		ug/kg	490	--	10
1,1,2-Trichloroethane	ND		ug/kg	490	--	10
Tetrachloroethene	ND		ug/kg	240	--	10
Chlorobenzene	ND		ug/kg	240	--	10
Trichlorofluoromethane	ND		ug/kg	2000	--	10
1,2-Dichloroethane	ND		ug/kg	490	--	10
1,1,1-Trichloroethane	ND		ug/kg	240	--	10
Bromodichloromethane	ND		ug/kg	240	--	10
trans-1,3-Dichloropropene	ND		ug/kg	490	--	10
cis-1,3-Dichloropropene	ND		ug/kg	240	--	10
1,3-Dichloropropene, Total	ND		ug/kg	240	--	10
1,1-Dichloropropene	ND		ug/kg	240	--	10
Bromoform	ND		ug/kg	2000	--	10
1,1,2,2-Tetrachloroethane	ND		ug/kg	240	--	10
Benzene	11000		ug/kg	240	--	10
Toluene	1000		ug/kg	490	--	10
Ethylbenzene	46000		ug/kg	490	--	10
Chloromethane	ND		ug/kg	2000	--	10
Bromomethane	ND		ug/kg	980	--	10
Vinyl chloride	ND		ug/kg	490	--	10
Chloroethane	ND		ug/kg	980	--	10
1,1-Dichloroethene	ND		ug/kg	490	--	10
trans-1,2-Dichloroethene	ND		ug/kg	740	--	10

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-02 D Date Collected: 10/17/23 11:45

Client ID: B-8, S-9 Date Received: 10/18/23

Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME Field Prep: Not Specified

Sample Depth:

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 High - Westborough Lab						
Trichloroethene	ND		ug/kg	240	--	10
1,2-Dichlorobenzene	ND		ug/kg	980	--	10
1,3-Dichlorobenzene	ND		ug/kg	980	--	10
1,4-Dichlorobenzene	ND		ug/kg	980	--	10
Methyl tert butyl ether	ND		ug/kg	980	--	10
p/m-Xylene	52000		ug/kg	980	--	10
o-Xylene	25000		ug/kg	490	--	10
Xylenes, Total	77000		ug/kg	490	--	10
cis-1,2-Dichloroethene	ND		ug/kg	490	--	10
1,2-Dichloroethene, Total	ND		ug/kg	490	--	10
Dibromomethane	ND		ug/kg	980	--	10
1,4-Dichlorobutane	ND		ug/kg	4900	--	10
1,2,3-Trichloropropane	ND		ug/kg	980	--	10
Styrene	ND		ug/kg	490	--	10
Dichlorodifluoromethane	ND		ug/kg	4900	--	10
Acetone	ND		ug/kg	4900	--	10
Carbon disulfide	ND		ug/kg	4900	--	10
2-Butanone	ND		ug/kg	4900	--	10
Vinyl acetate	ND		ug/kg	4900	--	10
4-Methyl-2-pentanone	ND		ug/kg	4900	--	10
2-Hexanone	ND		ug/kg	4900	--	10
Ethyl methacrylate	ND		ug/kg	4900	--	10
Acrylonitrile	ND		ug/kg	2000	--	10
Bromochloromethane	ND		ug/kg	980	--	10
Tetrahydrofuran	ND		ug/kg	2000	--	10
2,2-Dichloropropane	ND		ug/kg	980	--	10
1,2-Dibromoethane	ND		ug/kg	490	--	10
1,3-Dichloropropane	ND		ug/kg	980	--	10
1,1,1,2-Tetrachloroethane	ND		ug/kg	240	--	10
Bromobenzene	ND		ug/kg	980	--	10
n-Butylbenzene	ND		ug/kg	490	--	10
sec-Butylbenzene	ND		ug/kg	490	--	10
tert-Butylbenzene	ND		ug/kg	980	--	10
o-Chlorotoluene	ND		ug/kg	980	--	10
p-Chlorotoluene	ND		ug/kg	980	--	10
1,2-Dibromo-3-chloropropane	ND		ug/kg	1500	--	10
Hexachlorobutadiene	ND		ug/kg	2000	--	10

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-02 D Date Collected: 10/17/23 11:45

Client ID: B-8, S-9 Date Received: 10/18/23

Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME Field Prep: Not Specified

Sample Depth:

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 High - Westborough Lab						
Isopropylbenzene	4900		ug/kg	490	--	10
p-Isopropyltoluene	1500		ug/kg	490	--	10
Naphthalene	390000	E	ug/kg	2000	--	10
n-Propylbenzene	1000		ug/kg	490	--	10
1,2,3-Trichlorobenzene	ND		ug/kg	980	--	10
1,2,4-Trichlorobenzene	ND		ug/kg	980	--	10
1,3,5-Trimethylbenzene	7900		ug/kg	980	--	10
1,2,4-Trimethylbenzene	24000		ug/kg	980	--	10
trans-1,4-Dichloro-2-butene	ND		ug/kg	2400	--	10
Ethyl ether	ND		ug/kg	980	--	10

Surrogate	% Recovery	Qualifier	Acceptance Criteria
1,2-Dichloroethane-d4	99		70-130
Toluene-d8	96		70-130
4-Bromofluorobenzene	93		70-130
Dibromofluoromethane	102		70-130

Project Name: ADRENALINE/EMPEOPLE
Lab Number: L2361902
Project Number: A-5104-002-05
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-03 D2
Client ID: B-8, S-11
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 12:00
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8260D
Analytical Date: 10/27/23 11:38
Analyst: AJK
Percent Solids: 91%

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 High - Westborough Lab						
Naphthalene	610000		ug/kg	18000	--	100

Surrogate	% Recovery	Qualifier	Acceptance Criteria
1,2-Dichloroethane-d4	100		70-130
Toluene-d8	97		70-130
4-Bromofluorobenzene	94		70-130
Dibromofluoromethane	106		70-130

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-03 D
Client ID: B-8, S-11
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 12:00
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8260D
Analytical Date: 10/27/23 11:15
Analyst: AJK
Percent Solids: 91%

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 High - Westborough Lab						
Methylene chloride	ND		ug/kg	2200	--	10
1,1-Dichloroethane	ND		ug/kg	450	--	10
Chloroform	ND		ug/kg	680	--	10
Carbon tetrachloride	ND		ug/kg	450	--	10
1,2-Dichloropropane	ND		ug/kg	450	--	10
Dibromochloromethane	ND		ug/kg	450	--	10
1,1,2-Trichloroethane	ND		ug/kg	450	--	10
Tetrachloroethene	ND		ug/kg	220	--	10
Chlorobenzene	ND		ug/kg	220	--	10
Trichlorofluoromethane	ND		ug/kg	1800	--	10
1,2-Dichloroethane	ND		ug/kg	450	--	10
1,1,1-Trichloroethane	ND		ug/kg	220	--	10
Bromodichloromethane	ND		ug/kg	220	--	10
trans-1,3-Dichloropropene	ND		ug/kg	450	--	10
cis-1,3-Dichloropropene	ND		ug/kg	220	--	10
1,3-Dichloropropene, Total	ND		ug/kg	220	--	10
1,1-Dichloropropene	ND		ug/kg	220	--	10
Bromoform	ND		ug/kg	1800	--	10
1,1,2,2-Tetrachloroethane	ND		ug/kg	220	--	10
Benzene	9200		ug/kg	220	--	10
Toluene	14000		ug/kg	450	--	10
Ethylbenzene	23000		ug/kg	450	--	10
Chloromethane	ND		ug/kg	1800	--	10
Bromomethane	ND		ug/kg	900	--	10
Vinyl chloride	ND		ug/kg	450	--	10
Chloroethane	ND		ug/kg	900	--	10
1,1-Dichloroethene	ND		ug/kg	450	--	10
trans-1,2-Dichloroethene	ND		ug/kg	680	--	10

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05
Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-03 D
Client ID: B-8, S-11
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 12:00
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 High - Westborough Lab						
Trichloroethene	ND		ug/kg	220	--	10
1,2-Dichlorobenzene	ND		ug/kg	900	--	10
1,3-Dichlorobenzene	ND		ug/kg	900	--	10
1,4-Dichlorobenzene	ND		ug/kg	900	--	10
Methyl tert butyl ether	ND		ug/kg	900	--	10
p/m-Xylene	34000		ug/kg	900	--	10
o-Xylene	17000		ug/kg	450	--	10
Xylenes, Total	51000		ug/kg	450	--	10
cis-1,2-Dichloroethene	ND		ug/kg	450	--	10
1,2-Dichloroethene, Total	ND		ug/kg	450	--	10
Dibromomethane	ND		ug/kg	900	--	10
1,4-Dichlorobutane	ND		ug/kg	4500	--	10
1,2,3-Trichloropropane	ND		ug/kg	900	--	10
Styrene	6000		ug/kg	450	--	10
Dichlorodifluoromethane	ND		ug/kg	4500	--	10
Acetone	ND		ug/kg	4500	--	10
Carbon disulfide	ND		ug/kg	4500	--	10
2-Butanone	ND		ug/kg	4500	--	10
Vinyl acetate	ND		ug/kg	4500	--	10
4-Methyl-2-pentanone	ND		ug/kg	4500	--	10
2-Hexanone	ND		ug/kg	4500	--	10
Ethyl methacrylate	ND		ug/kg	4500	--	10
Acrylonitrile	ND		ug/kg	1800	--	10
Bromochloromethane	ND		ug/kg	900	--	10
Tetrahydrofuran	ND		ug/kg	1800	--	10
2,2-Dichloropropane	ND		ug/kg	900	--	10
1,2-Dibromoethane	ND		ug/kg	450	--	10
1,3-Dichloropropane	ND		ug/kg	900	--	10
1,1,1,2-Tetrachloroethane	ND		ug/kg	220	--	10
Bromobenzene	ND		ug/kg	900	--	10
n-Butylbenzene	550		ug/kg	450	--	10
sec-Butylbenzene	ND		ug/kg	450	--	10
tert-Butylbenzene	ND		ug/kg	900	--	10
o-Chlorotoluene	ND		ug/kg	900	--	10
p-Chlorotoluene	ND		ug/kg	900	--	10
1,2-Dibromo-3-chloropropane	ND		ug/kg	1400	--	10
Hexachlorobutadiene	ND		ug/kg	1800	--	10

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-03 D
Client ID: B-8, S-11
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 12:00
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Volatile Organics by EPA 5035 High - Westborough Lab						
Isopropylbenzene	3000		ug/kg	450	--	10
p-Isopropyltoluene	940		ug/kg	450	--	10
Naphthalene	390000	E	ug/kg	1800	--	10
n-Propylbenzene	1200		ug/kg	450	--	10
1,2,3-Trichlorobenzene	ND		ug/kg	900	--	10
1,2,4-Trichlorobenzene	ND		ug/kg	900	--	10
1,3,5-Trimethylbenzene	6400		ug/kg	900	--	10
1,2,4-Trimethylbenzene	21000		ug/kg	900	--	10
trans-1,4-Dichloro-2-butene	ND		ug/kg	2200	--	10
Ethyl ether	ND		ug/kg	900	--	10

Surrogate	% Recovery	Qualifier	Acceptance Criteria
1,2-Dichloroethane-d4	97		70-130
Toluene-d8	96		70-130
4-Bromofluorobenzene	94		70-130
Dibromofluoromethane	102		70-130

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 1,8260D
Analytical Date: 10/27/23 09:40
Analyst: AJK

Parameter	Result	Qualifier	Units	RL	MDL
Volatile Organics by EPA 5035 Low - Westborough Lab for sample(s): 01 Batch: WG1845137-5					
Methylene chloride	7.5		ug/kg	5.0	--
1,1-Dichloroethane	ND		ug/kg	1.0	--
Chloroform	ND		ug/kg	1.5	--
Carbon tetrachloride	ND		ug/kg	1.0	--
1,2-Dichloropropane	ND		ug/kg	1.0	--
Dibromochloromethane	ND		ug/kg	1.0	--
1,1,2-Trichloroethane	ND		ug/kg	1.0	--
Tetrachloroethene	ND		ug/kg	0.50	--
Chlorobenzene	ND		ug/kg	0.50	--
Trichlorofluoromethane	ND		ug/kg	4.0	--
1,2-Dichloroethane	ND		ug/kg	1.0	--
1,1,1-Trichloroethane	ND		ug/kg	0.50	--
Bromodichloromethane	ND		ug/kg	0.50	--
trans-1,3-Dichloropropene	ND		ug/kg	1.0	--
cis-1,3-Dichloropropene	ND		ug/kg	0.50	--
1,3-Dichloropropene, Total	ND		ug/kg	0.50	--
1,1-Dichloropropene	ND		ug/kg	0.50	--
Bromoform	ND		ug/kg	4.0	--
1,1,2,2-Tetrachloroethane	ND		ug/kg	0.50	--
Benzene	ND		ug/kg	0.50	--
Toluene	ND		ug/kg	1.0	--
Ethylbenzene	ND		ug/kg	1.0	--
Chloromethane	ND		ug/kg	4.0	--
Bromomethane	ND		ug/kg	2.0	--
Vinyl chloride	ND		ug/kg	1.0	--
Chloroethane	ND		ug/kg	2.0	--
1,1-Dichloroethene	ND		ug/kg	1.0	--
trans-1,2-Dichloroethene	ND		ug/kg	1.5	--
Trichloroethene	ND		ug/kg	0.50	--

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 1,8260D
Analytical Date: 10/27/23 09:40
Analyst: AJK

Parameter	Result	Qualifier	Units	RL	MDL
Volatile Organics by EPA 5035 Low - Westborough Lab for sample(s): 01 Batch: WG1845137-5					
1,2-Dichlorobenzene	ND		ug/kg	2.0	--
1,3-Dichlorobenzene	ND		ug/kg	2.0	--
1,4-Dichlorobenzene	ND		ug/kg	2.0	--
Methyl tert butyl ether	ND		ug/kg	2.0	--
p/m-Xylene	ND		ug/kg	2.0	--
o-Xylene	ND		ug/kg	1.0	--
Xylenes, Total	ND		ug/kg	1.0	--
cis-1,2-Dichloroethene	ND		ug/kg	1.0	--
1,2-Dichloroethene, Total	ND		ug/kg	1.0	--
Dibromomethane	ND		ug/kg	2.0	--
1,4-Dichlorobutane	ND		ug/kg	10	--
1,2,3-Trichloropropane	ND		ug/kg	2.0	--
Styrene	ND		ug/kg	1.0	--
Dichlorodifluoromethane	ND		ug/kg	10	--
Acetone	ND		ug/kg	25	--
Carbon disulfide	ND		ug/kg	10	--
2-Butanone	ND		ug/kg	10	--
Vinyl acetate	ND		ug/kg	10	--
4-Methyl-2-pentanone	ND		ug/kg	10	--
2-Hexanone	ND		ug/kg	10	--
Ethyl methacrylate	ND		ug/kg	10	--
Acrylonitrile	ND		ug/kg	4.0	--
Bromochloromethane	ND		ug/kg	2.0	--
Tetrahydrofuran	ND		ug/kg	4.0	--
2,2-Dichloropropane	ND		ug/kg	2.0	--
1,2-Dibromoethane	ND		ug/kg	1.0	--
1,3-Dichloropropane	ND		ug/kg	2.0	--
1,1,1,2-Tetrachloroethane	ND		ug/kg	0.50	--
Bromobenzene	ND		ug/kg	2.0	--

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 1,8260D
Analytical Date: 10/27/23 09:40
Analyst: AJK

Parameter	Result	Qualifier	Units	RL	MDL
Volatile Organics by EPA 5035 Low - Westborough Lab for sample(s): 01 Batch: WG1845137-5					
n-Butylbenzene	ND		ug/kg	1.0	--
sec-Butylbenzene	ND		ug/kg	1.0	--
tert-Butylbenzene	ND		ug/kg	2.0	--
o-Chlorotoluene	ND		ug/kg	2.0	--
p-Chlorotoluene	ND		ug/kg	2.0	--
1,2-Dibromo-3-chloropropane	ND		ug/kg	3.0	--
Hexachlorobutadiene	ND		ug/kg	4.0	--
Isopropylbenzene	ND		ug/kg	1.0	--
p-Isopropyltoluene	ND		ug/kg	1.0	--
Naphthalene	ND		ug/kg	4.0	--
n-Propylbenzene	ND		ug/kg	1.0	--
1,2,3-Trichlorobenzene	ND		ug/kg	2.0	--
1,2,4-Trichlorobenzene	ND		ug/kg	2.0	--
1,3,5-Trimethylbenzene	ND		ug/kg	2.0	--
1,2,4-Trimethylbenzene	ND		ug/kg	2.0	--
trans-1,4-Dichloro-2-butene	ND		ug/kg	5.0	--
Ethyl ether	ND		ug/kg	2.0	--

Surrogate	%Recovery	Qualifier	Acceptance Criteria
1,2-Dichloroethane-d4	105		70-130
Toluene-d8	98		70-130
4-Bromofluorobenzene	97		70-130
Dibromofluoromethane	102		70-130

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 1,8260D
Analytical Date: 10/27/23 09:40
Analyst: AJK

Parameter	Result	Qualifier	Units	RL	MDL
Volatile Organics by EPA 5035 High - Westborough Lab for sample(s): 02-03 Batch: WG1845139-5					
Methylene chloride	370		ug/kg	250	--
1,1-Dichloroethane	ND		ug/kg	50	--
Chloroform	ND		ug/kg	75	--
Carbon tetrachloride	ND		ug/kg	50	--
1,2-Dichloropropane	ND		ug/kg	50	--
Dibromochloromethane	ND		ug/kg	50	--
1,1,2-Trichloroethane	ND		ug/kg	50	--
Tetrachloroethene	ND		ug/kg	25	--
Chlorobenzene	ND		ug/kg	25	--
Trichlorofluoromethane	ND		ug/kg	200	--
1,2-Dichloroethane	ND		ug/kg	50	--
1,1,1-Trichloroethane	ND		ug/kg	25	--
Bromodichloromethane	ND		ug/kg	25	--
trans-1,3-Dichloropropene	ND		ug/kg	50	--
cis-1,3-Dichloropropene	ND		ug/kg	25	--
1,3-Dichloropropene, Total	ND		ug/kg	25	--
1,1-Dichloropropene	ND		ug/kg	25	--
Bromoform	ND		ug/kg	200	--
1,1,2,2-Tetrachloroethane	ND		ug/kg	25	--
Benzene	ND		ug/kg	25	--
Toluene	ND		ug/kg	50	--
Ethylbenzene	ND		ug/kg	50	--
Chloromethane	ND		ug/kg	200	--
Bromomethane	ND		ug/kg	100	--
Vinyl chloride	ND		ug/kg	50	--
Chloroethane	ND		ug/kg	100	--
1,1-Dichloroethene	ND		ug/kg	50	--
trans-1,2-Dichloroethene	ND		ug/kg	75	--
Trichloroethene	ND		ug/kg	25	--

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 1,8260D
Analytical Date: 10/27/23 09:40
Analyst: AJK

Parameter	Result	Qualifier	Units	RL	MDL
Volatile Organics by EPA 5035 High - Westborough Lab for sample(s): 02-03 Batch: WG1845139-5					
1,2-Dichlorobenzene	ND		ug/kg	100	--
1,3-Dichlorobenzene	ND		ug/kg	100	--
1,4-Dichlorobenzene	ND		ug/kg	100	--
Methyl tert butyl ether	ND		ug/kg	100	--
p/m-Xylene	ND		ug/kg	100	--
o-Xylene	ND		ug/kg	50	--
Xylenes, Total	ND		ug/kg	50	--
cis-1,2-Dichloroethene	ND		ug/kg	50	--
1,2-Dichloroethene, Total	ND		ug/kg	50	--
Dibromomethane	ND		ug/kg	100	--
1,4-Dichlorobutane	ND		ug/kg	500	--
1,2,3-Trichloropropane	ND		ug/kg	100	--
Styrene	ND		ug/kg	50	--
Dichlorodifluoromethane	ND		ug/kg	500	--
Acetone	ND		ug/kg	500	--
Carbon disulfide	ND		ug/kg	500	--
2-Butanone	ND		ug/kg	500	--
Vinyl acetate	ND		ug/kg	500	--
4-Methyl-2-pentanone	ND		ug/kg	500	--
2-Hexanone	ND		ug/kg	500	--
Ethyl methacrylate	ND		ug/kg	500	--
Acrylonitrile	ND		ug/kg	200	--
Bromochloromethane	ND		ug/kg	100	--
Tetrahydrofuran	ND		ug/kg	200	--
2,2-Dichloropropane	ND		ug/kg	100	--
1,2-Dibromoethane	ND		ug/kg	50	--
1,3-Dichloropropane	ND		ug/kg	100	--
1,1,1,2-Tetrachloroethane	ND		ug/kg	25	--
Bromobenzene	ND		ug/kg	100	--

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 1,8260D
Analytical Date: 10/27/23 09:40
Analyst: AJK

Parameter	Result	Qualifier	Units	RL	MDL
Volatile Organics by EPA 5035 High - Westborough Lab for sample(s): 02-03 Batch: WG1845139-5					
n-Butylbenzene	ND		ug/kg	50	--
sec-Butylbenzene	ND		ug/kg	50	--
tert-Butylbenzene	ND		ug/kg	100	--
o-Chlorotoluene	ND		ug/kg	100	--
p-Chlorotoluene	ND		ug/kg	100	--
1,2-Dibromo-3-chloropropane	ND		ug/kg	150	--
Hexachlorobutadiene	ND		ug/kg	200	--
Isopropylbenzene	ND		ug/kg	50	--
p-Isopropyltoluene	ND		ug/kg	50	--
Naphthalene	ND		ug/kg	200	--
n-Propylbenzene	ND		ug/kg	50	--
1,2,3-Trichlorobenzene	ND		ug/kg	100	--
1,2,4-Trichlorobenzene	ND		ug/kg	100	--
1,3,5-Trimethylbenzene	ND		ug/kg	100	--
1,2,4-Trimethylbenzene	ND		ug/kg	100	--
trans-1,4-Dichloro-2-butene	ND		ug/kg	250	--
Ethyl ether	ND		ug/kg	100	--

Surrogate	%Recovery	Qualifier	Acceptance Criteria
1,2-Dichloroethane-d4	104		70-130
Toluene-d8	99		70-130
4-Bromofluorobenzene	97		70-130
Dibromofluoromethane	102		70-130

Lab Control Sample Analysis
Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Volatile Organics by EPA 5035 Low - Westborough Lab Associated sample(s): 01 Batch: WG1845137-3 WG1845137-4								
Methylene chloride	91		97		70-130	6		30
1,1-Dichloroethane	89		96		70-130	8		30
Chloroform	88		95		70-130	8		30
Carbon tetrachloride	90		100		70-130	11		30
1,2-Dichloropropane	89		96		70-130	8		30
Dibromochloromethane	82		90		70-130	9		30
1,1,2-Trichloroethane	85		92		70-130	8		30
Tetrachloroethene	88		96		70-130	9		30
Chlorobenzene	86		92		70-130	7		30
Trichlorofluoromethane	88		95		70-139	8		30
1,2-Dichloroethane	86		93		70-130	8		30
1,1,1-Trichloroethane	92		100		70-130	8		30
Bromodichloromethane	87		95		70-130	9		30
trans-1,3-Dichloropropene	79		85		70-130	7		30
cis-1,3-Dichloropropene	93		100		70-130	7		30
1,1-Dichloropropene	97		105		70-130	8		30
Bromoform	74		83		70-130	11		30
1,1,2,2-Tetrachloroethane	77		86		70-130	11		30
Benzene	91		97		70-130	6		30
Toluene	86		92		70-130	7		30
Ethylbenzene	89		95		70-130	7		30
Chloromethane	108		115		52-130	6		30
Bromomethane	97		105		57-147	8		30

Lab Control Sample Analysis

Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Volatile Organics by EPA 5035 Low - Westborough Lab Associated sample(s): 01 Batch: WG1845137-3 WG1845137-4								
Vinyl chloride	100		110		67-130	10		30
Chloroethane	89		96		50-151	8		30
1,1-Dichloroethene	93		99		65-135	6		30
trans-1,2-Dichloroethene	91		98		70-130	7		30
Trichloroethene	91		99		70-130	8		30
1,2-Dichlorobenzene	83		90		70-130	8		30
1,3-Dichlorobenzene	82		91		70-130	10		30
1,4-Dichlorobenzene	82		90		70-130	9		30
Methyl tert butyl ether	91		96		66-130	5		30
p/m-Xylene	91		98		70-130	7		30
o-Xylene	90		97		70-130	7		30
cis-1,2-Dichloroethene	88		95		70-130	8		30
Dibromomethane	84		90		70-130	7		30
1,4-Dichlorobutane	76		84		70-130	10		30
1,2,3-Trichloropropane	76		84		68-130	10		30
Styrene	80		87		70-130	8		30
Dichlorodifluoromethane	133		141		30-146	6		30
Acetone	94		102		54-140	8		30
Carbon disulfide	94		102		59-130	8		30
2-Butanone	80		86		70-130	7		30
Vinyl acetate	92		96		70-130	4		30
4-Methyl-2-pentanone	83		87		70-130	5		30
2-Hexanone	79		84		70-130	6		30

Lab Control Sample Analysis
Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Volatile Organics by EPA 5035 Low - Westborough Lab Associated sample(s): 01 Batch: WG1845137-3 WG1845137-4								
Ethyl methacrylate	83		90		70-130	8		30
Acrylonitrile	85		91		70-130	7		30
Bromochloromethane	84		92		70-130	9		30
Tetrahydrofuran	80		91		66-130	13		30
2,2-Dichloropropane	95		102		70-130	7		30
1,2-Dibromoethane	87		96		70-130	10		30
1,3-Dichloropropane	87		92		69-130	6		30
1,1,1,2-Tetrachloroethane	89		96		70-130	8		30
Bromobenzene	79		89		70-130	12		30
n-Butylbenzene	90		97		70-130	7		30
sec-Butylbenzene	87		95		70-130	9		30
tert-Butylbenzene	85		94		70-130	10		30
o-Chlorotoluene	83		105		70-130	23		30
p-Chlorotoluene	84		92		70-130	9		30
1,2-Dibromo-3-chloropropane	74		81		68-130	9		30
Hexachlorobutadiene	86		90		67-130	5		30
Isopropylbenzene	85		94		70-130	10		30
p-Isopropyltoluene	88		96		70-130	9		30
Naphthalene	85		91		70-130	7		30
n-Propylbenzene	85		94		70-130	10		30
1,2,3-Trichlorobenzene	87		92		70-130	6		30
1,2,4-Trichlorobenzene	87		93		70-130	7		30
1,3,5-Trimethylbenzene	86		94		70-130	9		30

Lab Control Sample Analysis
Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Volatile Organics by EPA 5035 Low - Westborough Lab Associated sample(s): 01 Batch: WG1845137-3 WG1845137-4								
1,2,4-Trimethylbenzene	87		95		70-130	9		30
trans-1,4-Dichloro-2-butene	82		90		70-130	9		30
Ethyl ether	80		88		67-130	10		30

Surrogate	LCS %Recovery	Qual	LCSD %Recovery	Qual	Acceptance Criteria
1,2-Dichloroethane-d4	96		98		70-130
Toluene-d8	99		99		70-130
4-Bromofluorobenzene	95		97		70-130
Dibromofluoromethane	96		98		70-130

Lab Control Sample Analysis

Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Volatile Organics by EPA 5035 High - Westborough Lab Associated sample(s): 02-03 Batch: WG1845139-3 WG1845139-4								
Methylene chloride	91		97		70-130	6		30
1,1-Dichloroethane	89		96		70-130	8		30
Chloroform	88		95		70-130	8		30
Carbon tetrachloride	90		100		70-130	11		30
1,2-Dichloropropane	89		96		70-130	8		30
Dibromochloromethane	82		90		70-130	9		30
1,1,2-Trichloroethane	85		92		70-130	8		30
Tetrachloroethene	88		96		70-130	9		30
Chlorobenzene	86		92		70-130	7		30
Trichlorofluoromethane	88		95		70-139	8		30
1,2-Dichloroethane	86		93		70-130	8		30
1,1,1-Trichloroethane	92		100		70-130	8		30
Bromodichloromethane	87		95		70-130	9		30
trans-1,3-Dichloropropene	79		85		70-130	7		30
cis-1,3-Dichloropropene	93		100		70-130	7		30
1,1-Dichloropropene	97		105		70-130	8		30
Bromoform	74		83		70-130	11		30
1,1,2,2-Tetrachloroethane	77		86		70-130	11		30
Benzene	91		97		70-130	6		30
Toluene	86		92		70-130	7		30
Ethylbenzene	89		95		70-130	7		30
Chloromethane	108		115		52-130	6		30
Bromomethane	97		105		57-147	8		30

Lab Control Sample Analysis

Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Volatile Organics by EPA 5035 High - Westborough Lab Associated sample(s): 02-03 Batch: WG1845139-3 WG1845139-4								
Vinyl chloride	100		110		67-130	10		30
Chloroethane	89		96		50-151	8		30
1,1-Dichloroethene	93		99		65-135	6		30
trans-1,2-Dichloroethene	91		98		70-130	7		30
Trichloroethene	91		99		70-130	8		30
1,2-Dichlorobenzene	83		90		70-130	8		30
1,3-Dichlorobenzene	82		91		70-130	10		30
1,4-Dichlorobenzene	82		90		70-130	9		30
Methyl tert butyl ether	91		96		66-130	5		30
p/m-Xylene	91		98		70-130	7		30
o-Xylene	90		97		70-130	7		30
cis-1,2-Dichloroethene	88		95		70-130	8		30
Dibromomethane	84		90		70-130	7		30
1,4-Dichlorobutane	76		84		70-130	10		30
1,2,3-Trichloropropane	76		84		68-130	10		30
Styrene	80		87		70-130	8		30
Dichlorodifluoromethane	133		141		30-146	6		30
Acetone	94		102		54-140	8		30
Carbon disulfide	94		102		59-130	8		30
2-Butanone	80		86		70-130	7		30
Vinyl acetate	92		96		70-130	4		30
4-Methyl-2-pentanone	83		87		70-130	5		30
2-Hexanone	79		84		70-130	6		30

Lab Control Sample Analysis

Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Volatile Organics by EPA 5035 High - Westborough Lab Associated sample(s): 02-03 Batch: WG1845139-3 WG1845139-4								
Ethyl methacrylate	83		90		70-130	8		30
Acrylonitrile	85		91		70-130	7		30
Bromochloromethane	84		92		70-130	9		30
Tetrahydrofuran	80		91		66-130	13		30
2,2-Dichloropropane	95		102		70-130	7		30
1,2-Dibromoethane	87		96		70-130	10		30
1,3-Dichloropropane	87		92		69-130	6		30
1,1,1,2-Tetrachloroethane	89		96		70-130	8		30
Bromobenzene	79		89		70-130	12		30
n-Butylbenzene	90		97		70-130	7		30
sec-Butylbenzene	87		95		70-130	9		30
tert-Butylbenzene	85		94		70-130	10		30
o-Chlorotoluene	83		105		70-130	23		30
p-Chlorotoluene	84		92		70-130	9		30
1,2-Dibromo-3-chloropropane	74		81		68-130	9		30
Hexachlorobutadiene	86		90		67-130	5		30
Isopropylbenzene	85		94		70-130	10		30
p-Isopropyltoluene	88		96		70-130	9		30
Naphthalene	85		91		70-130	7		30
n-Propylbenzene	85		94		70-130	10		30
1,2,3-Trichlorobenzene	87		92		70-130	6		30
1,2,4-Trichlorobenzene	87		93		70-130	7		30
1,3,5-Trimethylbenzene	86		94		70-130	9		30

Lab Control Sample Analysis

Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Volatile Organics by EPA 5035 High - Westborough Lab Associated sample(s): 02-03 Batch: WG1845139-3 WG1845139-4								
1,2,4-Trimethylbenzene	87		95		70-130	9		30
trans-1,4-Dichloro-2-butene	82		90		70-130	9		30
Ethyl ether	80		88		67-130	10		30

Surrogate	LCS %Recovery	Qual	LCSD %Recovery	Qual	Acceptance Criteria
1,2-Dichloroethane-d4	96		98		70-130
Toluene-d8	99		99		70-130
4-Bromofluorobenzene	96		97		70-130
Dibromofluoromethane	96		98		70-130

SEMIVOLATILES

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05
Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-01 D
Client ID: B-9, S-3
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 14:45
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8270E-SIM
Analytical Date: 10/21/23 16:46
Analyst: RP
Percent Solids: 79%

Extraction Method: EPA 3546
Extraction Date: 10/19/23 19:48

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
PAHs by GC/MS-SIM - Westborough Lab						
Acenaphthene	440		ug/kg	82	--	10
2-Chloronaphthalene	ND		ug/kg	82	--	10
Fluoranthene	2700		ug/kg	82	--	10
Naphthalene	430		ug/kg	82	--	10
Benzo(a)anthracene	2000		ug/kg	82	--	10
Benzo(a)pyrene	1700		ug/kg	82	--	10
Benzo(b)fluoranthene	1400		ug/kg	82	--	10
Benzo(k)fluoranthene	410		ug/kg	82	--	10
Chrysene	2500		ug/kg	82	--	10
Acenaphthylene	1200		ug/kg	82	--	10
Anthracene	1100		ug/kg	82	--	10
Benzo(ghi)perylene	1000		ug/kg	82	--	10
Fluorene	940		ug/kg	82	--	10
Phenanthrene	4000		ug/kg	82	--	10
Dibenzo(a,h)anthracene	180		ug/kg	82	--	10
Indeno(1,2,3-cd)pyrene	730		ug/kg	82	--	10
Pyrene	6100		ug/kg	82	--	10
1-Methylnaphthalene	700		ug/kg	82	--	10
2-Methylnaphthalene	500		ug/kg	82	--	10

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Nitrobenzene-d5	86		23-120
2-Fluorobiphenyl	82		30-120
4-Terphenyl-d14	62		18-120

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05
Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-02 D
Client ID: B-8, S-9
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 11:45
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8270E-SIM
Analytical Date: 10/26/23 15:26
Analyst: RP
Percent Solids: 83%

Extraction Method: EPA 3546
Extraction Date: 10/19/23 19:48

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
PAHs by GC/MS-SIM - Westborough Lab						
Acenaphthene	28000		ug/kg	4000	--	500
2-Chloronaphthalene	ND		ug/kg	4000	--	500
Fluoranthene	41000		ug/kg	4000	--	500
Naphthalene	180000		ug/kg	4000	--	500
Benzo(a)anthracene	31000		ug/kg	4000	--	500
Benzo(a)pyrene	14000		ug/kg	4000	--	500
Benzo(b)fluoranthene	12000		ug/kg	4000	--	500
Benzo(k)fluoranthene	4600		ug/kg	4000	--	500
Chrysene	16000		ug/kg	4000	--	500
Acenaphthylene	7700		ug/kg	4000	--	500
Anthracene	17000		ug/kg	4000	--	500
Benzo(ghi)perylene	8400		ug/kg	4000	--	500
Fluorene	19000		ug/kg	4000	--	500
Phenanthrene	56000		ug/kg	4000	--	500
Dibenzo(a,h)anthracene	ND		ug/kg	4000	--	500
Indeno(1,2,3-cd)pyrene	7900		ug/kg	4000	--	500
Pyrene	49000		ug/kg	4000	--	500
1-Methylnaphthalene	44000		ug/kg	4000	--	500
2-Methylnaphthalene	62000		ug/kg	4000	--	500

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Nitrobenzene-d5	**0**	Q	23-120
2-Fluorobiphenyl	**0**	Q	30-120
4-Terphenyl-d14	**0**	Q	18-120

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05
Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-03 D
Client ID: B-8, S-11
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 12:00
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8270E-SIM
Analytical Date: 10/26/23 15:42
Analyst: RP
Percent Solids: 91%

Extraction Method: EPA 3546
Extraction Date: 10/19/23 19:48

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
PAHs by GC/MS-SIM - Westborough Lab						
Acenaphthene	13000		ug/kg	3600	--	500
2-Chloronaphthalene	ND		ug/kg	3600	--	500
Fluoranthene	47000		ug/kg	3600	--	500
Naphthalene	210000		ug/kg	3600	--	500
Benzo(a)anthracene	33000		ug/kg	3600	--	500
Benzo(a)pyrene	14000		ug/kg	3600	--	500
Benzo(b)fluoranthene	12000		ug/kg	3600	--	500
Benzo(k)fluoranthene	4700		ug/kg	3600	--	500
Chrysene	20000		ug/kg	3600	--	500
Acenaphthylene	30000		ug/kg	3600	--	500
Anthracene	22000		ug/kg	3600	--	500
Benzo(ghi)perylene	7600		ug/kg	3600	--	500
Fluorene	28000		ug/kg	3600	--	500
Phenanthrene	83000		ug/kg	3600	--	500
Dibenzo(a,h)anthracene	ND		ug/kg	3600	--	500
Indeno(1,2,3-cd)pyrene	7600		ug/kg	3600	--	500
Pyrene	50000		ug/kg	3600	--	500
1-Methylnaphthalene	59000		ug/kg	3600	--	500
2-Methylnaphthalene	88000		ug/kg	3600	--	500

Surrogate	% Recovery	Qualifier	Acceptance Criteria
Nitrobenzene-d5	**0**	Q	23-120
2-Fluorobiphenyl	**0**	Q	30-120
4-Terphenyl-d14	**0**	Q	18-120

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 1,8270E-SIM
Analytical Date: 10/21/23 12:06
Analyst: DV

Extraction Method: EPA 3546
Extraction Date: 10/19/23 01:23

Parameter	Result	Qualifier	Units	RL	MDL
Semivolatile Organics by GC/MS-SIM - Westborough Lab for sample(s): 01-03 Batch: WG1841563-1					
Acenaphthene	ND		ug/kg	6.5	--
2-Chloronaphthalene	ND		ug/kg	6.5	--
Fluoranthene	ND		ug/kg	6.5	--
Naphthalene	ND		ug/kg	6.5	--
Benzo(a)anthracene	ND		ug/kg	6.5	--
Benzo(a)pyrene	ND		ug/kg	6.5	--
Benzo(b)fluoranthene	ND		ug/kg	6.5	--
Benzo(k)fluoranthene	ND		ug/kg	6.5	--
Chrysene	ND		ug/kg	6.5	--
Acenaphthylene	ND		ug/kg	6.5	--
Anthracene	ND		ug/kg	6.5	--
Benzo(ghi)perylene	ND		ug/kg	6.5	--
Fluorene	ND		ug/kg	6.5	--
Phenanthrene	ND		ug/kg	6.5	--
Dibenzo(a,h)anthracene	ND		ug/kg	6.5	--
Indeno(1,2,3-cd)pyrene	ND		ug/kg	6.5	--
Pyrene	ND		ug/kg	6.5	--
1-Methylnaphthalene	ND		ug/kg	6.5	--
2-Methylnaphthalene	ND		ug/kg	6.5	--

Surrogate	%Recovery	Qualifier	Acceptance Criteria
Nitrobenzene-d5	110		23-120
2-Fluorobiphenyl	99		30-120
4-Terphenyl-d14	89		18-120

Lab Control Sample Analysis
Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Semivolatile Organics by GC/MS-SIM - Westborough Lab Associated sample(s): 01-03 Batch: WG1841563-2 WG1841563-3								
Acenaphthene	82		76		40-140	8		50
2-Chloronaphthalene	94		85		40-140	10		50
Fluoranthene	90		77		40-140	16		50
Naphthalene	83		77		40-140	8		50
Benzo(a)anthracene	92		86		40-140	7		50
Benzo(a)pyrene	99		93		40-140	6		50
Benzo(b)fluoranthene	94		92		40-140	2		50
Benzo(k)fluoranthene	98		95		40-140	3		50
Chrysene	90		85		40-140	6		50
Acenaphthylene	95		85		40-140	11		50
Anthracene	86		79		40-140	8		50
Benzo(ghi)perylene	79		70		40-140	12		50
Fluorene	85		78		40-140	9		50
Phenanthrene	83		78		40-140	6		50
Dibenzo(a,h)anthracene	87		77		40-140	12		50
Indeno(1,2,3-cd)pyrene	97		84		40-140	14		50
Pyrene	90		76		35-142	17		50
1-Methylnaphthalene	85		78		40-140	9		50
2-Methylnaphthalene	94		86		40-140	9		50

Lab Control Sample Analysis

Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Semivolatile Organics by GC/MS-SIM - Westborough Lab Associated sample(s): 01-03 Batch: WG1841563-2 WG1841563-3								

Surrogate	LCS %Recovery	Qual	LCSD %Recovery	Qual	Acceptance Criteria
Nitrobenzene-d5	111		99		23-120
2-Fluorobiphenyl	95		84		30-120
4-Terphenyl-d14	83		69		18-120

PETROLEUM HYDROCARBONS

Project Name: ADRENALINE/EMPEOPLE
Lab Number: L2361902
Project Number: A-5104-002-05
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-01 D
Client ID: B-9, S-3
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 14:45
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8015D(M)
Analytical Date: 10/22/23 17:36
Analyst: SC
Percent Solids: 79%

Extraction Method: EPA 3546
Extraction Date: 10/19/23 21:04

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Diesel Range Organics - Westborough Lab						
DRO (C10-C28)	940000		ug/kg	84000	--	2

Surrogate	% Recovery	Qualifier	Acceptance Criteria
o-Terphenyl	75		40-140

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-02 D
Client ID: B-8, S-9
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 11:45
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8015D(M)
Analytical Date: 10/22/23 18:51
Analyst: SC
Percent Solids: 83%

Extraction Method: EPA 3546
Extraction Date: 10/19/23 21:04

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Diesel Range Organics - Westborough Lab						
DRO (C10-C28)	10000000		ug/kg	2000000	--	50

Surrogate	% Recovery	Qualifier	Acceptance Criteria
o-Terphenyl	**0**	Q	40-140

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05
Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-03 D
Client ID: B-8, S-11
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 12:00
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil
Analytical Method: 1,8015D(M)
Analytical Date: 10/22/23 18:26
Analyst: SC
Percent Solids: 91%

Extraction Method: EPA 3546
Extraction Date: 10/19/23 21:04

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
Diesel Range Organics - Westborough Lab						
DRO (C10-C28)	7100000		ug/kg	700000	--	20

Surrogate	% Recovery	Qualifier	Acceptance Criteria
o-Terphenyl	112		40-140

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 1,8015D(M)
Analytical Date: 10/21/23 12:26
Analyst: CRE

Extraction Method: EPA 3546
Extraction Date: 10/19/23 21:04

Parameter	Result	Qualifier	Units	RL	MDL
Diesel Range Organics - Westborough Lab for sample(s): 01-03 Batch: WG1842035-1					
DRO (C10-C28)	ND		ug/kg	33000	--

Surrogate	%Recovery	Qualifier	Acceptance Criteria
o-Terphenyl	70		40-140

Lab Control Sample Analysis

Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Diesel Range Organics - Westborough Lab Associated sample(s): 01-03 Batch: WG1842035-2								
DRO (C10-C28)	76		-		60-140	-		

Surrogate	LCS %Recovery	Qual	LCSD %Recovery	Qual	Acceptance Criteria
o-Terphenyl	71				40-140

Lab Duplicate Analysis
Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	Native Sample	Duplicate Sample	Units	RPD	Qual	RPD Limits
Diesel Range Organics - Westborough Lab Associated sample(s): 01-03 QC Batch ID: WG1842035-3 QC Sample: L2361902-01 Client ID: B-9, S-3						
DRO (C10-C28)	940000	3100000	ug/kg	107	Q	20

Surrogate	%Recovery	Qualifier	%Recovery	Qualifier	Acceptance Criteria
o-Terphenyl	75		90		40-140

INORGANICS
&
MISCELLANEOUS

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-01
Client ID: B-9, S-3
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 14:45
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Analytical Method	Analyst
General Chemistry - Westborough Lab										
Solids, Total	79.2		%	0.100	NA	1	-	10/19/23 00:35	121,2540G	WJM

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-02
Client ID: B-8, S-9
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 11:45
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Analytical Method	Analyst
General Chemistry - Westborough Lab										
Solids, Total	82.8		%	0.100	NA	1	-	10/19/23 00:35	121,2540G	WJM

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

SAMPLE RESULTS

Lab ID: L2361902-03
Client ID: B-8, S-11
Sample Location: 1220 BRIGHTON AVE., PORTLAND, ME

Date Collected: 10/17/23 12:00
Date Received: 10/18/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Analytical Method	Analyst
General Chemistry - Westborough Lab										
Solids, Total	90.9		%	0.100	NA	1	-	10/19/23 00:35	121,2540G	WJM

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Method Blank Analysis
Batch Quality Control

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Analytical Method	Analyst
General Chemistry - Westborough Lab for sample(s): 01-03 Batch: WG1841547-2										
Solids, Total	100		%	0.100	NA	1	-	10/19/23 00:35	121,2540G	WJM

Lab Duplicate Analysis

Batch Quality Control

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Parameter	Native Sample	Duplicate Sample	Units	RPD	Qual	RPD Limits
General Chemistry - Westborough Lab Associated sample(s): 01-03 QC Batch ID: WG1841547-1 QC Sample: L2361678-01 Client ID: DUP Sample						
Solids, Total	26.8	27.2	%	1		20

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05

Lab Number: L2361902
Report Date: 10/27/23

Sample Receipt and Container Information

Were project specific reporting limits specified? YES

Cooler Information

Cooler	Custody Seal
A	Absent

Container Information

Container ID	Container Type	Cooler	Initial pH	Final pH	Temp deg C	Pres	Seal	Frozen Date/Time	Analysis(*)
L2361902-01A	Vial MeOH preserved	A	NA		5.8	Y	Absent		8260HLW(14)
L2361902-01B	Vial water preserved	A	NA		5.8	Y	Absent	18-OCT-23 22:18	8260HLW(14)
L2361902-01C	Vial water preserved	A	NA		5.8	Y	Absent	18-OCT-23 22:18	8260HLW(14)
L2361902-01D	Plastic 2oz unpreserved for TS	A	NA		5.8	Y	Absent		ME-TS-2540(7)
L2361902-01E	Glass 250ml/8oz unpreserved	A	NA		5.8	Y	Absent		PAHTCL-SIM(14),TPH-DRO(14)
L2361902-02A	Vial MeOH preserved	A	NA		5.8	Y	Absent		8260HLW(14)
L2361902-02B	Vial water preserved	A	NA		5.8	Y	Absent	18-OCT-23 22:18	8260HLW(14)
L2361902-02C	Vial water preserved	A	NA		5.8	Y	Absent	18-OCT-23 22:18	8260HLW(14)
L2361902-02D	Plastic 2oz unpreserved for TS	A	NA		5.8	Y	Absent		ME-TS-2540(7)
L2361902-02E	Glass 250ml/8oz unpreserved	A	NA		5.8	Y	Absent		PAHTCL-SIM(14),TPH-DRO(14)
L2361902-03A	Vial MeOH preserved	A	NA		5.8	Y	Absent		8260HLW(14)
L2361902-03B	Vial water preserved	A	NA		5.8	Y	Absent	18-OCT-23 22:18	8260HLW(14)
L2361902-03C	Vial water preserved	A	NA		5.8	Y	Absent	18-OCT-23 22:18	8260HLW(14)
L2361902-03D	Plastic 2oz unpreserved for TS	A	NA		5.8	Y	Absent		ME-TS-2540(7)
L2361902-03E	Glass 250ml/8oz unpreserved	A	NA		5.8	Y	Absent		PAHTCL-SIM(14),TPH-DRO(14)

*Values in parentheses indicate holding time in days

Project Name: ADRENALINE/EMPEOPLE **Lab Number:** L2361902

Project Number: A-5104-002-05 **Report Date:** 10/27/23

GLOSSARY

Acronyms

DL - Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the limit of quantitation (LOQ). The DL includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

EDL - Estimated Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the reporting limit (RL). The EDL includes any adjustments from dilutions, concentrations or moisture content, where applicable. The use of EDLs is specific to the analysis of PAHs using Solid-Phase Microextraction (SPME).

EMPC - Estimated Maximum Possible Concentration: The concentration that results from the signal present at the retention time of an analyte when the ions meet all of the identification criteria except the ion abundance ratio criteria. An EMPC is a worst-case estimate of the concentration.

EPA - Environmental Protection Agency.

LCS - Laboratory Control Sample: A sample matrix, free from the analytes of interest, spiked with verified known amounts of analytes or a material containing known and verified amounts of analytes.

LCSD - Laboratory Control Sample Duplicate: Refer to LCS.

LFB - Laboratory Fortified Blank: A sample matrix, free from the analytes of interest, spiked with verified known amounts of analytes or a material containing known and verified amounts of analytes.

LOD - Limit of Detection: This value represents the level to which a target analyte can reliably be detected for a specific analyte in a specific matrix by a specific method. The LOD includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

LOQ - Limit of Quantitation: The value at which an instrument can accurately measure an analyte at a specific concentration. The LOQ includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

Limit of Quantitation: The value at which an instrument can accurately measure an analyte at a specific concentration. The LOQ includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

MDL - Method Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the reporting limit (RL). The MDL includes any adjustments from dilutions, concentrations or moisture content, where applicable.

MS - Matrix Spike Sample: A sample prepared by adding a known mass of target analyte to a specified amount of matrix sample for which an independent estimate of target analyte concentration is available. For Method 332.0, the spike recovery is calculated using the native concentration, including estimated values.

MSD - Matrix Spike Sample Duplicate: Refer to MS.

NA - Not Applicable.

NC - Not Calculated: Term is utilized when one or more of the results utilized in the calculation are non-detect at the parameter's reporting unit.

NDPA/DPA - N-Nitrosodiphenylamine/Diphenylamine.

NI - Not Ignitable.

NP - Non-Plastic: Term is utilized for the analysis of Atterberg Limits in soil.

NR - No Results: Term is utilized when 'No Target Compounds Requested' is reported for the analysis of Volatile or Semivolatile Organic TIC only requests.

RL - Reporting Limit: The value at which an instrument can accurately measure an analyte at a specific concentration. The RL includes any adjustments from dilutions, concentrations or moisture content, where applicable.

RPD - Relative Percent Difference: The results from matrix and/or matrix spike duplicates are primarily designed to assess the precision of analytical results in a given matrix and are expressed as relative percent difference (RPD). Values which are less than five times the reporting limit for any individual parameter are evaluated by utilizing the absolute difference between the values; although the RPD value will be provided in the report.

SRM - Standard Reference Material: A reference sample of a known or certified value that is of the same or similar matrix as the associated field samples.

STLP - Semi-dynamic Tank Leaching Procedure per EPA Method 1315.

TEF - Toxic Equivalency Factors: The values assigned to each dioxin and furan to evaluate their toxicity relative to 2,3,7,8-TCDD.

TEQ - Toxic Equivalent: The measure of a sample's toxicity derived by multiplying each dioxin and furan by its corresponding TEF and then summing the resulting values.

TIC - Tentatively Identified Compound: A compound that has been identified to be present and is not part of the target compound list (TCL) for the method and/or program. All TICs are qualitatively identified and reported as estimated concentrations.

Report Format: Data Usability Report

Project Name:	ADRENALINE/EMPEOPLE	**Lab Number:**	L2361902
Project Number:	A-5104-002-05	**Report Date:**	10/27/23

Footnotes

1 - The reference for this analyte should be considered modified since this analyte is absent from the target analyte list of the original method.

Terms

Analytical Method: Both the document from which the method originates and the analytical reference method. (Example: EPA 8260B is shown as 1,8260B.) The codes for the reference method documents are provided in the References section of the Addendum.

Chlordane: The target compound Chlordane (CAS No. 57-74-9) is reported for GC ECD analyses. Per EPA,this compound "refers to a mixture of chlordane isomers, other chlorinated hydrocarbons and numerous other components." (Reference: USEPA Toxicological Review of Chlordane, In Support of Summary Information on the Integrated Risk Information System (IRIS), December 1997.)

Difference: With respect to Total Oxidizable Precursor (TOP) Assay analysis, the difference is defined as the Post-Treatment value minus the Pre-Treatment value.

Final pH: As it pertains to Sample Receipt & Container Information section of the report, Final pH reflects pH of container determined after adjustment at the laboratory, if applicable. If no adjustment required, value reflects Initial pH.

Frozen Date/Time: With respect to Volatile Organics in soil, Frozen Date/Time reflects the date/time at which associated Reagent Water-preserved vials were initially frozen. Note: If frozen date/time is beyond 48 hours from sample collection, value will be reflected in 'bold'.

Gasoline Range Organics (GRO): Gasoline Range Organics (GRO) results include all chromatographic peaks eluting from Methyl tert butyl ether through Naphthalene, with the exception of GRO analysis in support of State of Ohio programs, which includes all chromatographic peaks eluting from Hexane through Dodecane.

Initial pH: As it pertains to Sample Receipt & Container Information section of the report, Initial pH reflects pH of container determined upon receipt, if applicable.

PAH Total: With respect to Alkylated PAH analyses, the 'PAHs, Total' result is defined as the summation of results for all or a subset of the following compounds: Naphthalene, C1-C4 Naphthalenes, 2-Methylnaphthalene, 1-Methylnaphthalene, Biphenyl, Acenaphthylene, Acenaphthene, Fluorene, C1-C3 Fluorenes, Phenanthrene, C1-C4 Phenanthrenes/Anthracenes, Anthracene, Fluoranthene, Pyrene, C1-C4 Fluoranthenes/Pyrenes, Benz(a)anthracene, Chrysene, C1-C4 Chrysenes, Benzo(b)fluoranthene, Benzo(j)+(k)fluoranthene, Benzo(e)pyrene, Benzo(a)pyrene, Perylene, Indeno(1,2,3-cd)pyrene, Dibenz(ah)+(ac)anthracene, Benzo(g,h,i)perylene. If a 'Total' result is requested, the results of its individual components will also be reported.

PFAS Total: With respect to PFAS analyses, the 'PFAS, Total (5)' result is defined as the summation of results for: PFHpA, PFHxS, PFOA, PFNA and PFOS. In addition, the 'PFAS, Total (6)' result is defined as the summation of results for: PFHpA, PFHxS, PFOA, PFNA, PFDA and PFOS. For MassDEP DW compliance analysis only, the 'PFAS, Total (6)' result is defined as the summation of results at or above the RL. Note: If a 'Total' result is requested, the results of its individual components will also be reported.

Total: With respect to Organic analyses, a 'Total' result is defined as the summation of results for individual isomers or Aroclors. If a 'Total' result is requested, the results of its individual components will also be reported. This is applicable to 'Total' results for methods 8260, 8081 and 8082.

Data Qualifiers

A - Spectra identified as "Aldol Condensates" are byproducts of the extraction/concentration procedures when acetone is introduced in the process.

B - The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit. For NJ-related projects (excluding Air), flag only applies to associated field samples that have detectable concentrations of the analyte, which was detected above the reporting limit in the associated method blank or above five times the reporting limit for common lab contaminants (Phthalates, Acetone, Methylene Chloride, 2-Butanone).

C - Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co-extracted analyses.

D - Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.

E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.

F - The ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.

G - The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.

H - The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.

I - The lower value for the two columns has been reported due to obvious interference.

J - Estimated value. This represents an estimated concentration for Tentatively Identified Compounds (TICs).

M - Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.

Report Format: Data Usability Report

Project Name:	ADRENALINE/EMPEOPLE	**Lab Number:**	L2361902
Project Number:	A-5104-002-05	**Report Date:**	10/27/23

Data Qualifiers

ND - Not detected at the reporting limit (RL) for the sample.

NJ - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.

P - The RPD between the results for the two columns exceeds the method-specified criteria.

Q - The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL. (Metals only.)

R - Analytical results are from sample re-analysis.

RE - Analytical results are from sample re-extraction.

S - Analytical results are from modified screening analysis.

V - The surrogate associated with this target analyte has a recovery outside the QC acceptance limits. (Applicable to MassDEP DW Compliance samples only.)

Z - The batch matrix spike and/or duplicate associated with this target analyte has a recovery/RPD outside the QC acceptance limits. (Applicable to MassDEP DW Compliance samples only.)

Report Format: Data Usability Report

Project Name: ADRENALINE/EMPEOPLE
Project Number: A-5104-002-05
Lab Number: L2361902
Report Date: 10/27/23

REFERENCES

1 Test Methods for Evaluating Solid Waste: Physical/Chemical Methods. EPA SW-846. Third Edition. Updates I - VI, 2018.

121 Standard Methods for the Examination of Water and Wastewater. APHA-AWWA-WEF. Standard Methods Online.

LIMITATION OF LIABILITIES

Alpha Analytical performs services with reasonable care and diligence normal to the analytical testing laboratory industry. In the event of an error, the sole and exclusive responsibility of Alpha Analytical shall be to re-perform the work at it's own expense. In no event shall Alpha Analytical be held liable for any incidental, consequential or special damages, including but not limited to, damages in any way connected with the use of, interpretation of, information or analysis provided by Alpha Analytical.

We strongly urge our clients to comply with EPA protocol regarding sample volume, preservation, cooling, containers, sampling procedures, holding time and splitting of samples in the field.

Certification Information

The following analytes are not included in our Primary NELAP Scope of Accreditation:

Westborough Facility
EPA 624.1: m/p-xylene, o-xylene, Naphthalene
EPA 625.1: alpha-Terpineol
EPA 8260D: NPW: 1,2,4,5-Tetramethylbenzene; 4-Ethyltoluene, Azobenzene; SCM: Iodomethane (methyl iodide), 1,2,4,5-Tetramethylbenzene; 4-Ethyltoluene.
EPA 8270E: NPW: Dimethylnaphthalene,1,4-Diphenylhydrazine, alpha-Terpineol; SCM: Dimethylnaphthalene,1,4-Diphenylhydrazine.
SM4500: NPW: Amenable Cyanide; SCM: Total Phosphorus, TKN, NO2, NO3.

Mansfield Facility
SM 2540D: TSS.
EPA TO-15: Halothane, 2,4,4-Trimethyl-2-pentene, 2,4,4-Trimethyl-1-pentene, Thiophene, 2-Methylthiophene, 3-Methylthiophene, 2-Ethylthiophene, 1,2,3-Trimethylbenzene, Indan, Indene, 1,2,4,5-Tetramethylbenzene, Benzothiophene, 1-Methylnaphthalene.
Biological Tissue Matrix: EPA 3050B

The following analytes are included in our Massachusetts DEP Scope of Accreditation

Westborough Facility:

Drinking Water
EPA 300.0: Chloride, Nitrate-N, Fluoride, Sulfate; **EPA 353.2**: Nitrate-N, Nitrite-N; **SM4500NO3-F**: Nitrate-N, Nitrite-N; **SM4500F-C, SM4500CN-CE, EPA 180.1, SM2130B, SM4500Cl-D, SM2320B, SM2540C, SM4500H-B, SM4500NO2-B**
EPA 524.2: THMs and VOCs; **EPA 504.1:** EDB, DBCP.
Microbiology: **SM9215B; SM9223-P/A, SM9223B-Colilert-QT,SM9222D**.

Non-Potable Water
SM4500H,B, EPA 120.1, SM2510B, SM2540C, SM2320B, SM4500CL-E, SM4500F-BC, SM4500NH3-BH: Ammonia-N and Kjeldahl-N, **EPA 350.1**: Ammonia-N, **LACHAT 10-107-06-1-B**: Ammonia-N, **EPA 351.1, SM4500NO3-F, EPA 353.2**: Nitrate-N, **SM4500P-E, SM4500P-B, E, SM4500SO4-E, SM5220D, EPA 410.4, SM5210B, SM5310C, SM4500CL-D, EPA 1664, EPA 420.1, SM4500-CN-CE, SM2540D, EPA 300: Chloride, Sulfate, Nitrate.**
EPA 624.1: Volatile Halocarbons & Aromatics,
EPA 608.3: Chlordane, Toxaphene, Aldrin, alpha-BHC, beta-BHC, gamma-BHC, delta-BHC, Dieldrin, DDD, DDE, DDT, Endosulfan I, Endosulfan II, Endosulfan sulfate, Endrin, Endrin Aldehyde, Heptachlor, Heptachlor Epoxide, PCBs
EPA 625.1: SVOC (Acid/Base/Neutral Extractables).
Microbiology: **SM9223B-Colilert-QT; Enterolert-QT, SM9221E, EPA 1600, EPA 1603, SM9222D.**

Mansfield Facility:

Drinking Water
EPA 200.7: Al, Ba, Cd, Cr, Cu, Fe, Mn, Ni, Na, Ag, Ca, Zn. **EPA 200.8:** Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Ni, Se, Ag, TL, Zn. **EPA 245.1** Hg.
EPA 522, EPA 537.1.

Non-Potable Water
EPA 200.7: Al, Sb, As, Be, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Ag, Na, Sr, TL, Ti, V, Zn.
EPA 200.8: Al, Sb, As, Be, Cd, Cr, Cu, Fe, Pb, Mn, Ni, K, Se, Ag, Na, TL, Zn.
EPA 245.1 Hg.
SM2340B

For a complete listing of analytes and methods, please contact your Alpha Project Manager.

Tighe&Bond

LABORATORY: L2361907

Page 1 of 1

Office Location:	Portsmouth NH	**Company to Bill:**	Tighe & Bond
Project Name:	Adrenaline / Empeople	**PM to Bill:**	Eric Doremus
Project Location:	1220 Brighton Ave., Portland, ME	**PO to Bill:**	A-5104-002-05
Project Number:	A-5104-002-05	**State Samples Collected in:**	ME
Project Manager:	Eric Doremus		
Sampled By:	M. Carr		
Phone Number:			
Quote ID/Price List:			
Email Distribution List:	swozniakowski@tighebond.com scourtemanche@tighebond.com mcarr@tighebond.com		

Data Delivery: ☑ PDF ☑ Excel ☑ Enviro Data ☐ Limit Checker Other:

TAT: ☑ Standard ☐ 5-Day ☐ 4-Day ☐ 3-Day ☐ 2-Day Other:

Dissolved Metals: ☐ Field Filtered ☐ Lab to Filter

PCBs: ☐ Soxhlet ☐ Non Soxhlet

ICE: Y / N **Cooler Temperature (C°):**

Lab Sample ID	Tighe & Bond Sample ID	Sample Depth (ft)	Sample Date	Sample Time	Samp. Type (GRAB/COMP)	Matrix Code	VOCs - EPA 8260	PAHs - EPA 8270	TPH EPA 8100	Dry Weight	Amber Glass Size: Pres:	Amber Glass Size: Pres:	Soil Jar Size: 8 oz Pres: Ice	Soil Jar Size: Pres:	Water VOA Vial Pres:	Soil VOA Vial Pres	Plastic Size: Pres:	Plastic Size: Pres:	Other: Dry Weight Size: Pres:	Other: Size: Pres:	Total Number of Containers
61902-01	B-9, S-3	14-16 feet	10/17/2023	245 PM	Grab	Soil	☑	☑	☑	☑			1			3			1		5
02	B-8, S-9	16-18 feet	10/17/2023	1145 AM	Grab	Soil	☑	☑	☑	☑			1			3			1		5
03	B-8, S-11	20-22 feet	10/17/2023	1200 PM	Grab	Soil	☑	☑	☑	☑			1			3			1		5
							☐	☐	☐	☐											
							☐	☐	☐	☐											
							☐	☐	☐	☐											
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							☐	☐	☐	☐											
							☐	☐	☐	☐											
							☐	☐	☐	☐											

Relinquished by: (signature) Matt Mogelinski	Date/Time: 10/18 1615	
Received by: (signature)	Date/Time: 10/19/23 0735	
Relinquished by: (signature)	Date/Time: 10/19/23	
Received by: (signature) Vic Mulhall AM	Date/Time: 10-19-23 15:07	
Relinquished by: (signature) Vic Mulhall AM	Date/Time: 10-19-23 20:00	
Received by: (signature)	Date/Time: 10/18/23 2000	
Relinquished by: (signature)	Date/Time:	
Received by: (signature)	Date/Time:	

Comments:
STRONG PETROLEUM ODORS and SHEENS in the samples.

Field PID Readings: B-9, S-3: 45 ppmv B-8, S-9: 200 ppmv B-8, S-11: 50 ppmv

Reporting Limits/Criteria Requirements

MA
☐ MCP CAM
Method 1
☐ S-1 ☐ GW-1
☐ S-2 ☐ GW-2
☐ S-3 ☐ GW-3
☐ RCS-1/RCGW-1
☐ RCS-2/RCGW-2
☐ MWRA
☐ _____

RI
☐ RES DEC
☐ I/C DEC
☐ GA Leachability
☐ GB Leachability
☐ GA-GW Objectives
☐ GB-GW Objectives

NH
☐ GW-1 ☐ SRS
☐ GW-2

CT
☐ RCP Cert.
☐ GWPC
☐ SWPC
☐ RES DEC
☐ I/C DEC
☐ GA PMC
☐ GB PMC

Other
☑ MAINE

Sample Matrix Codes:
DW=Drinking Water **GW**=Ground Water **SW**=Surface Water
WW=Waste Water **RW**=Raw Water **SE**=Sediment **SL**=Sludge
S=Soil **SD**=Solid **W**=Wipe **OIL**=Oil **B**=Bulk **L**=Liquid
O =_____(Other)

Preservation Types:
H-HCL; **M**-Methanol; **N**-Nitric Acid; **S**-Sulfuric Acid;
B-Sodium Bisulfate; **X** = Sodium Hydroxide;
T = Sodium Thiosulfate; **O** =_____(Other)

COC MUST BE FILLED OUT COMPLETELY

(Version 1.7) F:\Corporate\Business Lines\Environmental\COCs\T&B\Tighe&Bond COC_V1.7.xlsx

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

MELANIE LOYZIM
COMMISSIONER

August 28, 2024

Portland Hotels, Inc.
Attn: Kamlesh Patel
1220 Brighton Avenue
Portland, Maine 04102

Re: Recommended actions for 1220 Brighton Avenue, Portland, Maine

Dear Mr. Patel:

The Maine Department of Environmental Protection (the "Department") issued a Voluntary Response Action Program ("VRAP") No Further Action Assurance letter to ExxonMobil on February 6, 2004, for the property located at 1200 Brighton Avenue in Portland, Maine. That property is adjacent to your property at 1220 Brighton Avenue, and has many of the same characteristics.

In the February 6, 2004 letter to ExxonMobil, the Department called attention to a former city dump located in the area that had been identified in the investigations. This dump is located 10 feet or greater below the current ground surface (and fill), and extends not only under the abutting property but almost assuredly under your property as well. As such, the conditions for the safe use of your property are the same as for the 1200 Brighton Avenue property: if contamination is discovered (i.e. odors, stained or discolored soils, etc.) during excavation at the 1220 Brighton Avenue property, the Department should be notified and any soils that cannot be reused onsite with be handled, characterized, and disposed of at an approved disposal facility; and any new structures to be constructed on the property should have a vapor barrier and/or sub-slab depressurization system installed prior to occupancy. Taking these precautions will mitigate any potential risks posed by the contaminated soils located at depth.

If you should have any questions regarding this letter, please feel free to contact me at nick.hodgkins@maine.gov, or call my cell phone at (207) 592-0882.

Sincerely,

Nicholas J. Hodgkins
Director, Division of Remediation
Bureau of Remediation & Waste Management

DRAFT

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

website: www.maine.gov/dep

Consistency with Portland's Comprehensive Plan 2030

Applicant: Portland West Realty, Inc.

Public Hearing Date: May 26, 2026

Portland's 2017 Comprehensive Plan "Portland's Plan 2030" (the "Plan") set forth several policy goals including (i) continuing and promoting Portland's economic prosperity, (ii) the productive and safe redevelopment of brownfields and (iii) supporting roadways that are identified as "priority corridors." Portland West's proposed Map Amendment is consistent with the Plan because (i) it further supports Portland's economic prosperity by increasing the City's tax base and employment, (ii) it would allow the redevelopment and productive use of a brownfield site that is otherwise undevelopable as part of Zone TOD-2; (iii) it will allow productive development along a priority corridor; and (iv) it will promote development in a manner that is consistent with the abutting Rock Row development.

I. Continuing Portland's Economic Prosperity.

The Plan contemplates creating economic prosperity by growing Portland's tax and employment base. The Plan at p. 43. The Project is in alignment with this aspect of the Plan because it would allow the Property to be developed in a productive manner. For reasons detailed below, the Property is undevelopable in Zone TOD-2 but would be able to be developed if it were in Zone B-4. Making changes to allow for the productive development of a property is aligned with the Plan since it will increase the City's tax base as well as its employment levels.

a. It is Not Economically Feasible to Develop the Property in Accordance with Zone TOD-2 Requirements.

Under its current TOD-2 zoning, buildings on the Property must have a minimum height of thirty-five feet (35'). This requirement alone is prohibitive for developing on the Property because the Property's soil composition – that being mostly of clay – cannot support a structure of this height without significant investments to stabilize the building's foundation. The cost to do that is prohibitive because no owner would be able to recoup the investment. Specifically, based on other nearby developments with a similar geotechnical composition, the Applicant's engineer estimates development costs to be exponentially higher to construct a three story building on the Property compared to the construction of a single-story building.[1] Given the estimated construction costs, the applicant's real estate broker estimates that rental rates must be no less than $65.00 per square foot under a triple net lease for a nominal return[2]

On the other hand, if the Property were in Zone B-4, the development could be a single-story structure which would not require extra investments geared toward the structure's foundation.

[1] The engineer expects to have figures to present at the May 26th Public Hearing.
[2] The mean office rent for the greater Portland market is $17.35 per square foot NNN. The mean retail rent is $19.76 per square foot NNN.

Furthermore, in Zone B-4, the Applicant would be able to include a drive-through which commands higher rents.[3] The lower construction costs coupled with the increased rental income would permit the Applicant to move forward with the development. Absent both lower construction costs and higher potential rental income, the Applicant sees no pathway to development of the Property.

To summarize, the additional costs associated with the construction of a three-story building on the Property, as required by Zone TOD-2, make the development financially infeasible. If Property cannot be developed in a financially beneficial manner, it will continue to be a vacant lot which is not in consistent with the Plan's goal of increasing its tax base and employment. Rezoning the Property to Zone B-4 will allow economically feasible development of the Property which will lead to an increased tax base and job growth in the City.

b. Rezoning the Property to Zone B-4 is Consistent with Changing Economic Demands.

In the Plan, the City states that its goal to sustain a robust economy calls for a response to shifting economic trends. It is important to note that the Plan was adopted prior to the COVID-19 pandemic which rapidly changed economic and lifestyle trends for the whole world. As the pandemic became a part of our everyday life, remote work and online retail shopping did as well. As a result, remote work has become a permanent fixture in the current workforce to one degree or another, and the popularity of online retail shopping skyrocketed and has remained at high levels.

These aftereffects of the COVID-19 pandemic have reshaped the greater commercial real estate market in previously unimaginable ways. From 2018 to 2024, The Dunham Group found that office space deal volume has decreased 30%, total square footage leased has declined by 23% and overall vacancy rates have increased from 5.35% to 14.21%.[4] The demand for retail storefronts has also struggled in recent years with various retailers closing brick and mortar stores. The City has already acknowledged in recent years that vacancy rates in commercial real estate spaces are problematic and has implemented an ordinance that results in fines to landlords of vacant spaces.[5]

Based on the aforementioned trends showing the decreasing demand for commercial office and retail space in the City of Portland, rezoning the Property back to Zone B-4 is consistent with the Plan's stated goal to adapt to the shifting economic trends in order to sustain the robust economy of the City. Because Zone TOD-2 requires buildings to be a minimum of 35 feet in height and the Property cannot be used for residential purposes (as explained below), the only alternative use for second and/or third floor space would be commercial office space, for which there is little market demand. The forced creation of more commercial office space when the demand for it is

[3] Applicant's real estate broker states that drive-through locations can command $80.00-$90.00 per square foot NNN.
[4] https://www.dunham-group.com/uploads/greater-portland-office-market-survey_digital-2.pdf
[5] Portland, Maine passes ordinance to fine landlords for long-vacant storefronts | newscentermaine.com.

not present, is not adapting to the shifting economic trends created by the COVID-19 pandemic response. Rather, rezoning the Property back to Zone B-4 would permit development consistent with current economic demands which is in alignment with the Plan's goal to continue Portland's economic prosperity by responding to the shifting economic trends.

c. It Is Economically Infeasible to Develop the Property in Zone TOD-2 Because the Property Cannot be Used for Residential Purposes.

The Property is the previous site of the City Farm Sand Pit. According to a prior environmental report of the Property, there is evidence that the City permitted the disposal of used crank oil and tar residue in and around the Property. According to a 2024 environmental assessment of the Property, hazardous materials are still present in the Property's soil. The Applicant has contacted Maine DEP about this issue and Maine DEP recommended that, if the Property is developed, it follows the same precautions and imposes the same restrictions as implemented in the Voluntary Response Action Program on the immediately abutting property (1200 Brighton Avenue). The recommended restrictions would prevent the Property from being used for any residential, hospital, nursing home facility, childcare, playground/recreational, school or other similar use.

Due to these restrictions, if the Property were to be developed in accordance with the Zone TOD-2, any second and third floor spaces could be used only for commercial office space. As detailed above, current market trends do not dictate a demand for new commercial office space in the City, which would leave the second and third floor spaces in an impossible rental situation – one where the construction costs would demand above-market rate rent (as explained above), but with little demand for current pre-existing office space, even at market rates.

d. Conclusion.

As outlined above, the Property is currently undevelopable in Zone TOD-2 due to its geotechnical composition, the presence of hazardous materials within its soil and the current commercial real estate market demands. Modifying the Zoning Map to change the Property from Zone TOD-2 to Zone B-4 would permit the Property to be developed in an economically feasible manner that will be consistent with the current economics demands, which creates an increase in the City's tax base and employment levels. Absent this proposed change, there will be no economically feasible development of the Property which is contrary to the goals of the Plan.

II. Mitigation and Redevelopment of Brownfields.

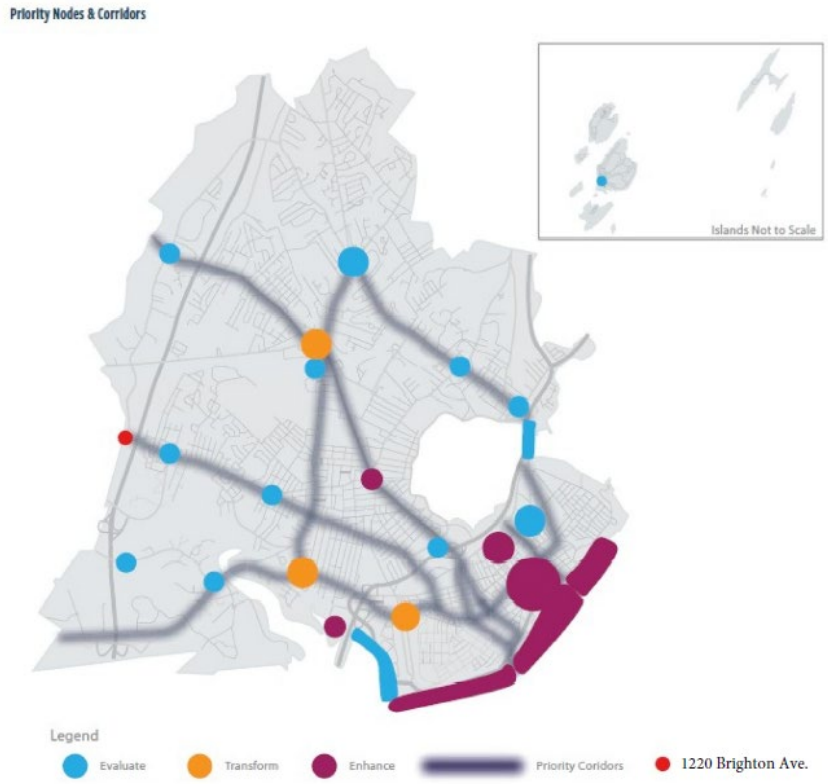
The Plan aspires to mitigate and redevelop brownfields to support productive uses and healthier environments for residents. The Plan at p. 22. Rezoning the Property from TOD-2 to B4 allows for the Property to be developed and productive despite the presence of hazardous materials in its soil.

As stated above, the Property's soil contains hazardous materials that is likely the result of the City's prior permitted dumping of used crank case oil and tar dumping in and around the Property. The hazardous materials prevent the Property from being used for anything but commercial uses and, as detailed above, no commercial tenant will develop the Property without a drive-through service. Therefore, if the Property remains in Zone TOD-2, it will continue to be undeveloped and an unproductive vacant lot. As such, rezoning the Property to Zone B-4 is consistent with the Plan because it supports the redevelopment and productive use of a brownfield site.

III. Rezoning the Property to Zone B-4 will Support Brighton Avenue as a Priority Corridor to the City.

The Plan seeks to support major roadways throughout the City that are designated as a "priority corridors." The Plan at p.84. The Plan designates Brighton Avenue as a priority corridor because it serves as a major route for commuters and travelers coming into the City from Exit 48 of Interstate-95 or through Main Street in Westbrook. The Plan states that priority corridors are meant to connect "priority nodes" and neighborhoods throughout the City.

While it may make sense for areas along priority corridors and in between priority nodes to be Zoned TOD-2 to increase the density of mixed-use spaces to allow for increased mobility for Portland residents within the City, it does not make sense for the Property be zoned in the same manner. The Property is located on the far outskirts of Brighton Avenue, on the western side of Interstate-95. As shown on the Priority Nodes & Corridors Map of the Plan, reproduced below and edited to demarcate the location of the Property, the last priority node located on Brighton Avenue is located on the eastern side of Interstate-95.



Yes, the Property is located on a priority corridor which funnels non-resident commuters and interstate travelers into the City, but it is not, nor is it near, a priority node that was designated to be transformed to support its neighborhood. Rather, the Plan contemplates that the properties along priority corridors are appropriate for new development. Therefore, rezoning the Property to Zone B-4 is consistent with the Plan because the rezoning will further promote, rather than restrict, the development along a priority corridor. For the reasons stated above, failing to rezone the Property from Zone TOD-2 to Zone B-4 will prevent further development along the priority corridor, which is inconsistent with the Plan.[6]

The neighborhood surrounding the Property was, and will be for the foreseeable future, used as a general commercial manner consistent with Zone B-4.[7] This neighborhood is separated from the more densely packed developments on inner-Brighton Avenue (i.e., Pine Tree Shopping Center and surrounding developments) by Interstate-95. Because the Property is located on a priority corridor but is physically separated from the nearest priority node, any transformation or examination of the priority node and the area surrounding and supporting it should not take the Property into consideration. The Plan does not contemplate the transformation or substantial

[6] Furthermore, the priority node closest to the Property is designated as "evaluate" rather than "transform" which demonstrates that the Plan never contemplated the transformation of the priority node nearest the Property, the area surrounding the Property, or the Property itself.

[7] The Hampton Inn and the Delta Dental buildings abutting the Property were constructed in recent years and there is no expectation that their use will change in the future.

change of the Property to support the neighborhood. Rather, the Plan contemplates that the Property zoned as Zone B-4 so that it may be an effective western gateway to the City for commuters and travelers coming from the Interstate or surrounding municipalities.

To reiterate, the Plan seeks to have dense mixed-use areas along priority corridors that are connecting priority nodes and to support development along priority corridors. The portion of the priority corridor where the Property is located is not connecting any priority nodes within the City of Portland. Rather, it is a portion of the priority corridor that is physically segregated from the remainder of the same corridor by the presence of Interstate-95. Rezoning the Property to Zone B-4 will promote development along the priority corridor that would not be possible under the restriction of Zone TOD-2. Additionally, it allows for development in a manner that supports the general commercial business neighborhood in which it is located.

IV. The Floor Amendment Changing the Property from Zone TOD-2 to B-4 was Inconsistent with the Plan.

While contemplating the zoning of properties during the Recode, this Planning Board recommended that the Property remain in Zone B-4 because it determined that such zone was consistent with the Plan. The Property was then rezoned to Zone TOD-2 as a floor amendment during the City Council meeting that enacted the Recode. The rationale presented by City Councilor Sykes, which was the only discussion about this amendment, was to make the Property more "contiguous" with the Rock Row development abutting the Property in Westbrook. We believe Councilor Sykes meant to say that she wanted the Property to be more *consistent* with the Rock Row development next door.

Assuming that Councilor Sykes did mean to say "consistent," the rationale supporting the floor amendment is misplaced. First, it seems to be improper to have the rationale for a zoning amendment for the City of Portland to be entirely dependent on the zoning of neighboring land in Westbrook. Second, whether improper or not, the Rock Row development, although in a special contract zone in Westbrook, is zoned in a manner most akin to Zone B-4 in Portland, not Zone TOD-2. The Rock Row contract zone applicable to the abutting properties (i) has no minimum height requirement and (ii) allows drive through restaurants and banks as a matter of right. If Councilor Sykes wanted the Property to be more consistent with the Rock Row contract zone, then the Property should be rezoned to Zone B-4.

Furthermore, by statute, a zoning ordinance must be pursuant to and consistent with the comprehensive plan adopted by the municipality. 30-A M.R.S.A § 4352(2). By enacting the floor amendment, the City Council determined that rezoning the Property to be consistent with the Rock Row development is consistent with the Plan. The developments right next door to the Property in Rock Row - those being single-story buildings for commercial and retail spaces with drive-throughs (i.e., Chick-fil-a and Starbucks) - are consistent with Zone B-4, not Zone TOD-2. To make the Property consistent with the Rock Row development, which the City Council has

determined is consistent with Plan, as required by 30-A M.R.S.A § 4352(2), the Property must be rezoned to Zone B-4.

V. Conclusion

In conclusion, the rezoning of the Property from Zone TOD-2 to Zone B-4 and the implementation of the Project is consistent with the Plan because it creates economic prosperity by increasing the City's tax base and employment, supports the redevelopment and productive use of brownfields, and provides development along a priority corridor that is aligned with current market demands, all of which are consistent with the Plan.