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

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

SPECIAL CITY COUNCIL MEETING 1 - JULY 20, 2026 AT 4:00 PM (HYBRID)

The Portland City Council will hold a City Council Meeting in Council Chambers. Pious Ali, Mayor Pro Tempore, 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/83802265361?pwd=oTPyUBeZ64hySFR7uJaeYSUfbaxar5.1

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

Staff is recommending postponing non-agenda public comment to the 5:30 PM City Council Meeting in order to allow one cohesive public comment period.

Six (or 2/3 of those present) affirmative votes are required to suspend the Rules of Procedure.

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes 06.15.2026

CONSENT ITEMS:

Order 1-26/27 Granting Municipal Officers' Approval of Bad Neighbors LLC, dba Bad Neighbors. Application for Class XI Restaurant/Lounge at 504 Congress Street - Sponsored by Danielle P. West, City Manager

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Application was filed on 6/02/26. Location was previously Soakology.

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

Order 2-26/27 Granting Municipal Officers' Approval of Portland Point Hotel LLC, dba Residence Inn & Moxy Portland Thompson's Point. Application for Class 1A (41+ Rooms Innholder) with Outdoor Dining on Private Property and Combined Entertainment at 220 Thompson's Point Road - Sponsored by Danielle P. West, City Manager

Application was filed on 6/05/26. This is a new establishment.

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

Order 3-26/27 Granting Municipal Officers' Approval of Kieu Tran LLC, dba Pho Viet. Application for Class XI Restaurant/Lounge at 865 Forest Avenue - Sponsored by Danielle P. West, City Manager

Application was filed on 6/16/26. Location was previously Paella Seafood.

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

Order 4-26/27 Granting Municipal Officers' Approval of The Otherside Diner INC, dba The Otherside Diner. Application for Class III & IV at 500 Washington Avenue - Sponsored by Danielle P. West, City Manager

Application was filed on 6/15/26. 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.

Order 5-26/27 Granting Municipal Officers' Approval of Foundation Brewing Company, dba Foundation Brewing Company. Application for Class III & IV at 1 Industrial Way, Ste 5 - Sponsored by Danielle P. West, City Manager

Application was filed on 6/29/26. This is an existing establishment upgrading their license from B/W/D. Establishment also already holds Outdoor Dining on Private Property and Combined Entertainment Licenses.

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

Order 6-26/27 Declaring August 7 to August 9, 2026 the 101st Annual St. Peter's Bazaar and Italian Street Festival - Sponsored by Danielle P West, City Manager

St Peter's Bazaar Committee and Catholic Church will be hosting their 101st Annual St Peter's Bazaar and Italian Street Festival on August 7th & 8th 2026 (rain date August 9th), with food booths, games for children & adults and music in the streets. Approximately 2500 people will attend the event over the course of the weekend. This event is a fundraiser for St Peter's Catholic Church.

To accommodate the festival, Federal Street will be closed from Hampshire Street to India Street from 8:00 am on Friday August 7 to 11:00 pm on Saturday August 8 2026. Truck barricades will be placed on India Street to prevent vehicular access to Federal Street.

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

Order 7-26/27 Granting an Easement to Central Maine Power at Jetport Cross Road - Sponsored by Danielle P. West, City Manager

The City Council is being asked to approve an easement on City-owned property at the Portland International Jetport for Central Maine Power Company. This easement will grant the right to bury, maintain, and operate underground electric and communication distribution equipment and facilities, including wires, cables, and necessary appurtenances. The affected underground line will commence at Pole/Pad MH 1 on Jetport Cross Road and extend to include Pole(s)/Pad(s) PM 501 on Jetport Cross Road.

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

UNFINISHED BUSINESS:

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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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

On June 30, The Housing and Economic Development Committee voted (1-2, Sykes and Michniewicz opposed) against recommending this item to 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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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

On June 30, The Housing and Economic Development Committee voted (1-2, Sykes and Michniewicz opposed) against recommending this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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

On June 30, The Housing and Economic Development Committee voted (2-1, Sykes opposed) to recommend this item to 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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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

On June 30, The Housing and Economic Development Committee voted (2-1, Sykes opposed) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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

On June 30, The Housing and Economic Development Committee voted (3-0) to recommend this item to 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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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

On June 30, The Housing and Economic Development Committee voted (3-0) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 8-26/27 Approving the Third Amendment to Employment Agreement Between the City of Portland and Danielle P. West - Sponsored by Mark Dion, Mayor

This order approves an amendment to City Manager West's employment contract that extends the term of the contract for an additional three years and establishes an annual base salary of $240,000.

Five affirmative votes are required for passage after public comment.

EXECUTIVE SESSION:

ADJOURNMENT:

ZOOM INFORMATION:

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.

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

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:03PM.
Councilors Present: Councilors Fournier, Councilor Grant, Councilor Sykes, Councilor Ali, Councilor Pelletier, Councilor Michniewicz, Councilor Bullett, Councilor Phillips, Mayor Dion

ANNOUNCEMENTS:

Mayor Dion opened the floor for Council announcements:
Councilor Bullett read Proclamation from the floor Recognizing Theo H.B.M. Holtwijk for his many contributions to the City of Portland into the record.
Councilor Ali made an announcement.

RECOGNITIONS:

PRESENTATIONS:

SPECIAL MEETING:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes 06.01.2026

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

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Avery Camilla (Portland resident), Alec Petersen (Deering resident), Michael (Free St), Peter Markoe (Hanover St), (Bayside Opportunity Center board member), Gloria (Bayside resident), Heather Stewart Harvey (Reynolds St), Robert Sulvane (Prior Bayside resident), Ms. Edwards (Wiscassett resident), Francisco (Portland resident), Portland Resident, Portland Resident, Westbrook Resident, Heather Smith (Free St), Dory Waxman (Stevens Ave), Tom Blackburn (Bayside resident), Steven Scharf (Brackett St),

APPOINTMENTS:

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

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

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

Order 230-25/26 through Order 248-25/26 were read and passed as consent items: Public comment was taken on orders together.
Motion was made by Councilor Bullett and seconded by Councilor Sykes for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

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

Order 230-25/26 through Order 248-25/26 were read and passed as consent items: Public comment was taken on orders together.
Motion was made by Councilor Bullett and seconded by Councilor Sykes for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

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

Order 230-25/26 through Order 248-25/26 were read and passed as consent items: Public comment was taken on orders together.
Motion was made by Councilor Bullett and seconded by Councilor Sykes for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

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

Order 230-25/26 through Order 248-25/26 were read and passed as consent items: Public comment was taken on orders together.
Motion was made by Councilor Bullett and seconded by Councilor Sykes for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

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

Order 230-25/26 through Order 248-25/26 were read and passed as consent items: Public comment was taken on orders together.
Motion was made by Councilor Bullett and seconded by Councilor Sykes for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

RESOLUTIONS:

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

Resolve 10-25-26 and Order 251-25-26 were read as companion orders. Public Comment was taken on both Items together.
Motion was made by Councilor Bullett and seconded by Councilor Sykes for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Phillips, Greg Jordan (Assisstant City Manager), Emma Bond (Arcadia St), Bruce Sleeper (Portland resident), Mark Addlesen (Essex St), Anne Mullin (Edwards St), Evan Lamar (Edwards St), Derek Strout (Capisic St), John Cashmar (Executive Director of Portland Trails), South Portland resident, Nancy Grant (Mackworth St), Jacob Chillec (Arcadia St)

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 Ali and seconded by Councilor Sykes for passage.
Failed: 2-7 (Councilors Fournier, Grant, Ali, Michniewicz, Bullett, Phillips and Mayor Dion opposed)

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Fournier, Councilor Sykes, Thomas O'Boyle (Advocacy Director for Portland Regional Chamber), Jennifer Hutchins (Executive Director of The Maine Association of Non Profits), Kenneth Capron (Portland resident), Chuck Morris (Portland resident), Ed Savone (AVP of External Renovations at UNE), Avesta Housing representative, Beth Allencur (Executive VP Maine College of Art and Design), John Cashmar (Executive Director of Portland Trails), Councilor Pelletier, Councilor Ali, Michael Goldman (Corporation Counsel), Councilor Michniewicz, Councilor Grant, Councilor Phillips, Mayor Dion

Sykes Amendment 1: Motion was made by Councilor Michniewicz and seconded by Councilor Sykes to amend. Fails 3-6 (Councilors Fournier, Grant, Pelletier, Bullett, Phillips and Mayor Dion opposed)

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

Motion was made by Councilor ALi and seconded by Councilor Phillips for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Ali, Lynn Tillitson (President of Visit Portland)

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

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

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

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

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

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

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

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

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

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

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

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: Councilor Fournier, Councilor Phillips, Brendan O'Connell (Finance Director), Ethan Hipple (Director of Parks, Recreation and Facilities).

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

Motion was made by Councilor Sykes and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Fournier, Steven Scharf (Brackett St), Brendan O'Connell (Finance Director), Councilor Bullett, Ethan Hipple (Director of Parks, Recreation, and Facilities)

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

Motion was made by Councilor Phillips and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Greg Jordan (Assistant City Manager), Melissa Hue (Director of Economic Opportunity), Councilor Phillips

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

Motion was made by Councilor Bullett and seconded by Councilor Ali for passage.
Passage: 8-0 (Councilor Pelletier temporarily absent)
Mayor Dion opened the floor for public comment. The following individuals spoke: Greg Jordan (Assistant City Manager), Mike Murray (Director of Public Works), Steven Scharf (Brackett St), Councilor Bullett, Councilor Sykes, Mayor Dion, Councilor Phillips

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

Motion was made by Councilor Bullett and seconded by Councilor Phillips for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Ethan Hipple (Director of Parks, Recreation, and Facilities)

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

Motion was made by Councilor Phillips and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke: Ethan Hipple (Director of Parks, Recreation, and Facilities)

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

Motion was made by Councilor Phillips and seconded by Councilor Bullett for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke:
Ethan Hipple (Director of Parks, Recreation, and Facilities)

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

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

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

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

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

**Item taken out of order. Resolve 10-25-26 and Order 251-25-26 were read as companion orders. Public Comment was taken on both Items together.*
Motion was made by Councilor Sykes and seconded by Councilor Ali for passage.
Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Phillips, Greg Jordan (Assisstant City Manager), Emma Bond (Arcadia St), Bruce Sleeper (Portland resident), Mark Addlesen (Essex St), Anne Mullin (Edwards St), Evan Lamar (Edwards St), Derek Strout (Capisic St), John Cashmar (Executive Director of Portland Trails), South Portland resident, Nancy Grant (Mackworth St), Jacob Chillec (Arcadia St), Councilor Sykes

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

Motion was made by Councilor Bullett 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 Ali, Michael Goldman, Carly Richer (Portland resident), Travis Croot (Portland resident), Brian (Westbrook resident), Alicia Ray (Portland resident), Councilor Sykes, Councilor Phillips, Ethan Hipple (Director Parks, Recreation, and Facilities), Councilor Grant, Councilor Pelletier, Councilor Bullett, Hannah (Hearts of Pine Women's team representative), Mayor Dion

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

Motion was made by Councilor Ali and seconded by Councilor Sykes for passage, as amended. Passage: 8-0 (Councilor Fournier absent)
Mayor Dion opened the floor for public comment. The following individuals spoke: Michael Goldman (Corporation Counsel), Councilor Bullett, Steven Scharf (Brackett St), Councilor Michniewicz, Councilor Sykes, Councilor Ali, Mayor Dion

Bullett Amendment 1: Motion was made by Councilor Bullett and seconded by Councilor Pelletier to amend. Passage 6-2 (Councilors Sykes and Michniewicz opposed)

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

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

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

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

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

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

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

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

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

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

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

First Reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Phillips and seconded by Councilor Ali to adjourn. Passage: 8-0 (Councilor Fournier absent)
Adjourned 8:43PM

A TRUE RECORD

_____

Abbey Lombard, City Clerk

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 29, 2026

SUBJECT: Order 1-26/27 Granting Municipal Officers' Approval of Bad Neighbors LLC, dba Bad Neighbors. Application for Class XI Restaurant/Lounge 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 6/02/26. Location was previously Soakology.

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. 2026.07.20_Bad Neighbors_Council Packet
2. 2026.07.20_Bad Neighbors_Council Order

Prepared by:
Date: 06/29/2026

June 1st, 2026

David Aceto, Nicole Costas-Rosa, Dennis Gaines
Owners, Bad Neighbors
511 Congress Street
Portland, Me 04101

Mayor Dion and City Councilors,

Arcadia Holdings is excited to add to the revitalization of Congress St. with Bad Neighbors, a cocktail bar, restaurant and vinyl listening space.

We look forward to working with the council further as the residents and businesses of Congress St. look to improve life on the 500 Block and beyond. The city deserves safe and enjoyable streets where community members and their families can enjoy the hospitality of the Arts District. We also encourage the council to work on ways to remove outdated policies and keep working with the folks who spend every day on Congress Street to make it better. This includes but is not restricted to Historic Preservation. Let's preserve the life of the city that currently exists and work to make it better with policy that translates to the city's current condition.

Thanks for the incredibly hard work you do.

The Arcadia and Bad Neighbors Team

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

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information	
File or Tracking Number from BELLS application: 154630	Date of Submission of BELLS application: 6/1/26

Business Information			
Legal Business Entity Applicant Name (corporation, LLC): BAD NEIGHBORS LLC		Business Name (D/B/A): BAD NEIGHBORS	
Individual or Sole Proprietor Applicant Name(s):		Physical Location: 511 CONGRESS St	
If applicable, what was formerly at this location: SOAKOLOGY		Business Email Address: INFO@BADNEIGHBORSBAR.COM	
Mailing Address: 504 Congress St Portland, Me 04101		Contact Person: DAVID ACETO	
Contact Person Phone: 207 615 5975		Contact Person Email: DPACETO@GMAIL.COM	
Manager of Establishment: DAVID ACETO	Date of Birth: 8/15/84	Manager Phone: 207 615 5975	
Owner of Premises (Landlord): 511 Congress St LLC		Address of Premises Owner (Landlord): 511 Congress ST suite 103 Portland, Me 04101	

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

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)	
Corporate Name: BAD NEIGHBORS LLC	Corporate Mailing Address: 504 Congress St. Portland, Me 04101
Contact Person: DAVID ACETO	Contact Phone: 207 615 5975

Principal Officers	Title	Date of Birth	Residence Address
DAVID ACETO	MEMBER	8/15/84	192 State #206 Portland, Me 04101
Nicole Costas-Rosa	MEMBER	9/18/77	48 Pleasant #10 Portland, Me 04101
Dennis Gaines	MEMBER	6/6/77	460 Highland Ave South Portland, Me 04106

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

Class of Liquor License (see fee schedule):	CLASS XI - CLASS A Restaurant / Lounge
Type of food served:	FINE 'DINER'
Please select all that will be served:	X Beer X Wine X Liquor
Projected percentage of sales:	Generated from Food: Generated from Alcohol:
Hours & days of operation:	M-Tu X Wed-Th 4p-11p F 4p-12a S 10A-12A Sun 10A-10P

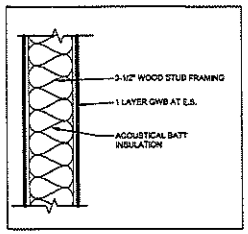
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	X	
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		X
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		X
Will you permit dancing after 1:00 a.m.?		X
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		X
If yes, will the outside dining be on: PUBLIC property or PRIVATE property		
Will you have any amusement devices (pinball, video games, juke box)?	X	
If yes, please list: # of amusements: and # of pool tables: 1		
What is your targeted opening date? : June 26th		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		X
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?	X	
If Yes, please list business name(s) and location(s): ARCADIA 504 Congress St		
Is any principal officer under the age of 21?		X
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		X
If Yes, please explain:		

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

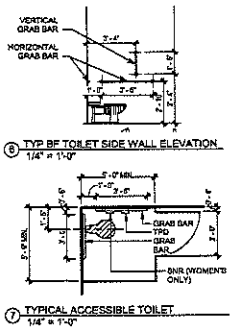
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts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

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

Signature _____ Title Owner Date 6/1/26

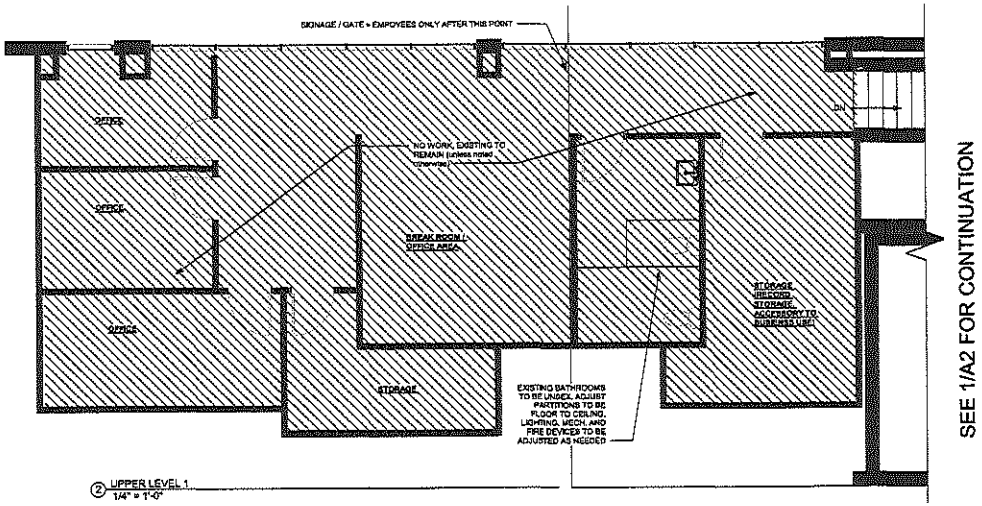


NEW STUD PARTITION, TYPICAL | W4A

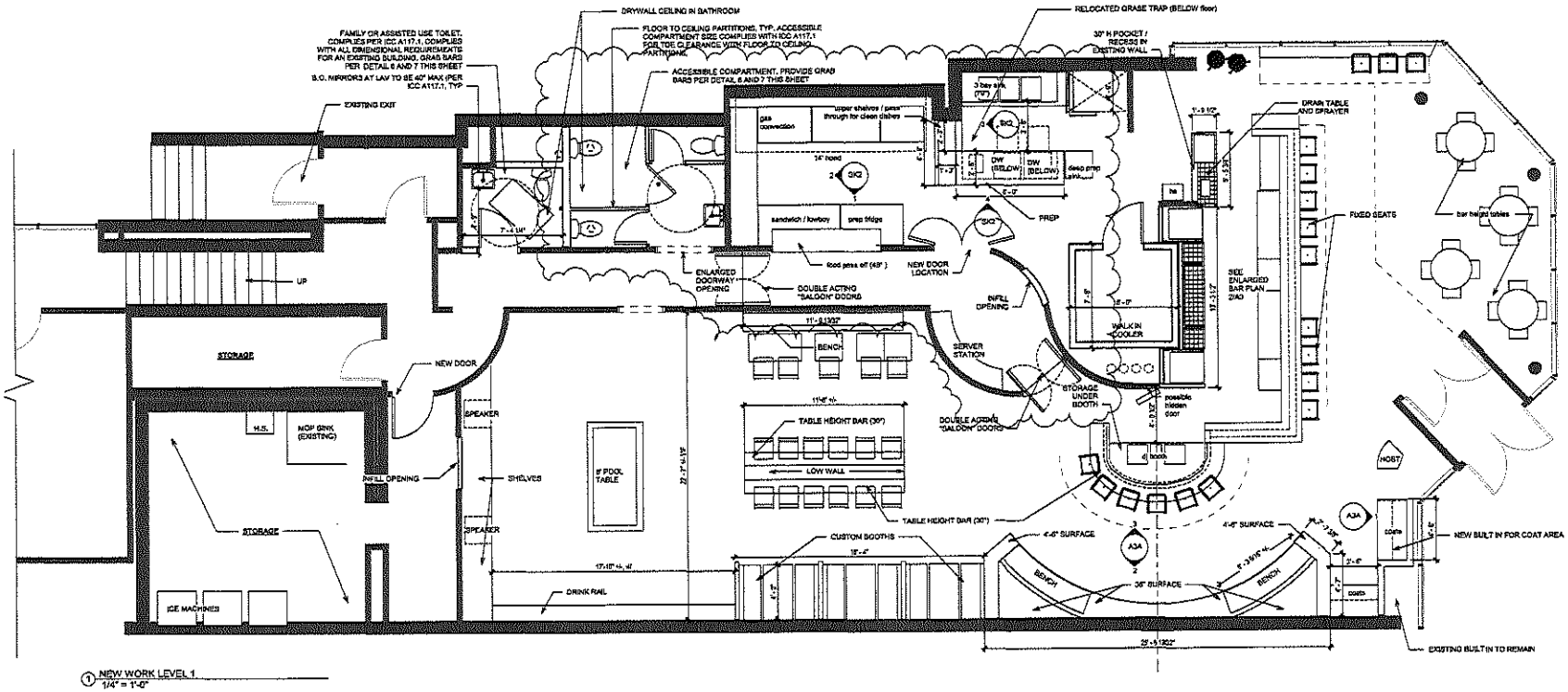


8 TYP BF TOILET SIDE WALL ELEVATION
1/4" = 1'-0"

7 TYPICAL ACCESSIBLE TOILET
1/4" = 1'-0"



2 UPPER LEVEL 1
1/4" = 1'-0"



1 NEW WORK LEVEL 1
1/4" = 1'-0"

Chelsea Lipham Architecture & Design LLC
741 Stevens Ave
Portland ME 04103
207-615-6366
www.chelsealipham.com

511 congress street
INTERIOR FIT UP

CONSTRUCTION SET

DWG NO.

JOB NO.
2520

DRWN. CHK
CL

SCALE:
As indicated

ISSUE
10/24/25 REV 3 - 8/13/25
as bids 11/4/25

TITLE
NEW WORK PLANS

SHEET
A2

GENERAL DEMOLITION AND REMOVAL NOTES

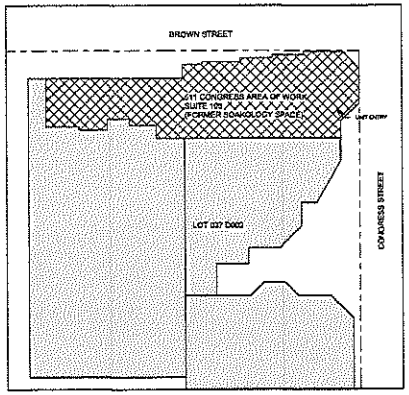
1. THE DEMOLITION DRAWINGS PROVIDE GENERAL COORDINATION INFORMATION ONLY, AND ARE SCHEMATIC IN NATURE, THEY DO NOT IDENTIFY ALL INDIVIDUAL ITEMS TO BE REMOVED. REMOVE ANY EXISTING CONSTRUCTION WHICH IS IN THE WAY OF NEW CONSTRUCTION OR PROHIBITS THE NEW CONSTRUCTION.
2. VERIFY EXISTING STRUCTURAL CONDITIONS PRIOR TO DEMOLITION OR REMOVALS
3. PROTECT FROM DAMAGE AND WEATHER ANY EXISTING BUILDING COMPONENTS, WHICH ARE EXPOSED AS A RESULT OF DEMOLITION OR REMOVALS.
4. COORDINATE AND SCHEDULE ALL WORK IN EXISTING OCCUPIED PORTIONS OF THE BUILDING WITH THE OWNER.
5. NOTIFY THE ARCHITECT AND OWNER IMMEDIATELY UPON DISCOVERY OF POTENTIALLY HAZARDOUS MATERIAL OR SUBSTANCE NOT ADDRESSED IN THE CONTRACT DOCUMENTS, INCLUDING BUT NOT LIMITED TO ASBESTOS, PCB, LEAD, MERCURY, AND MOLD. DO NOT DISTURB HAZARDOUS MATERIALS. HAZARDOUS MATERIAL SHALL BE LEGALLY ABATED, TRANSPORTED, AND DISPOSED OF,
6. CONCRETE SLAB REMOVALS MAY BE REQUIRED THROUGHOUT THE EXISTING BUILDING AND MAY NOT BE SHOWN ON THE DEMOLITION DRAWINGS. COORDINATE THE EXTENT OF SLAB REMOVALS WITH STRUCTURAL, MECHANICAL AND ELECTRICAL PLANS. CUT TRENCHES IN EXISTING CONCRETE FLOORS WITH NO MORE THAN A 1:2 SLOPE. PROVIDE AN UNDER-SLAB VAPOR RETARDER AT SLABS ON GRADE. PATCH CONCRETE TO MATCH ADJACENT THICKNESS AND FINISH PRIOR TO THE INSTALLATION OF UNDERLAYMENT OR NEW FINISHES.
7. REMOVAL OF MATERIALS SHALL BE DONE WITHOUT DISTURBING ADJACENT SURFACES OR THE CURRENT CONDITION OF OTHER BUILDING ELEMENTS INTENDED TO REMAIN.
8. REMOVE ALL DAMAGED AND/OR DISCARDED BUILDING CONSTRUCTION MATERIAL FROM CONCEALED SPACES. PRIOR TO CLOSING- OR SEALING-OFF CONCEALED SPACES, THE CONTRACTOR SHALL ALLOW FOR AN INSPECTION OF COMPONENTS WHICH WILL NOT BE VISIBLE WHEN THE SPACES HAVE BEEN SEALED.
9. ALL DEMOLITION/REMOVAL DEBRIS IS THE PROPERTY OF THE CONTRACTOR, UNLESS NOTED OTHERWISE, AND SHALL BE LEGALLY DISPOSED OF.

GENERAL ARCHITECTURAL NOTES

1. THE DRAWINGS USE A SYSTEM OF KEYED NOTES ON PLANS, ELEVATIONS AND DETAILS. INSTRUCTIONS FOR SPECIFIC COMPONENTS OF THE WORK ARE KEYED TO THE DRAWINGS. BUILDING SYSTEMS (PARTITIONS, ROOF & FOUNDATION) ARE KEYED TO FLOOR PLANS, WALL SECTIONS, ROOF PLAN AND OTHER DETAILS AS APPROPRIATE.
2. MAINTAIN MINIMUM MANEUVERING CLEARANCES AT DOORS IN COMPLIANCE WITH THE ADA ACCESSIBILITY GUIDELINES (ADAAG)
3. ALL MOUNTING HEIGHTS AND CLEARANCES AT TOILET ROOMS AND ELSEWHERE SHALL COMPLY WITH THE LATEST VERSION OF THE ADA ACCESSIBILITY GUIDELINES (ADAAG).
   - BARRIER-FREE CLEARANCES ARE GIVEN. THESE CLEAR DIMENSIONS SHALL BE MAINTAINED IN CASES OF DISCREPANCY.
   - ALL DIMENSIONS GIVEN FOR FIXTURE AND ACCESSORY LOCATIONS ARE CLEAR DIMENSIONS FROM FINISHED SURFACES. UNLESS NOTED OTHERWISE, COORDINATE ACTUAL DIMENSIONS WITH WALL CONSTRUCTION AND FINISHES.
   - LOCATE ALL CONTROLS, FLUSH VALVES, SHUTOFFS AND SIMILAR ITEMS IN ACCORDANCE WITH THE LATEST VERSION OF THE ADA ACCESSIBILITY GUIDELINES (ADAAG).
   - SOME ITEMS MAY INDICATE A RANGE IN MOUNTING HEIGHT. MAINTAIN A CONSISTENT MOUNTING HEIGHT, WITHIN THE GIVEN RANGE, THROUGHOUT THE PROJECT, UNLESS NOTED OTHERWISE.
4. MAINTAIN CLEAR DIMENSIONS IN ACCORDANCE WITH THE LATEST VERSION OF THE ADA ACCESSIBILITY GUIDELINES (ADAAG).
5. ALL GRAB BAR COMPONENTS SHALL BE ABLE TO WITHSTAND A LOAD OF 250LBS AT ANY POINT.
6. INSTALL BLOCKING BEHIND ALL SURFACE-APPLIED FIXTURES, TRIM, GRAB BARS, SHELVES, WALL OR BASE CABINETS OR COUNTERS, AND MISCELLANEOUS ACCESSORIES MOUNTED ON STUD WALLS.
7. FLOORING AND FLOOR FINISHES SHALL BE INSTALLED TO A MAXIMUM DIFFERENTIAL OF 1/16" BETWEEN DISSIMILAR MATERIALS. PROVIDE TRANSITION STRIPS OR THRESHOLDS (1/2" MAXIMUM) OF SAME MATERIAL AS FLOORING AND/OR AS NOTED ON THE DRAWINGS, BETWEEN DISSIMILAR FLOORING MATERIALS.
8. PATCH AND LEVEL EXISTING SUBFLOORS TO RECEIVE NEW FLOOR FINISHES AS INDICATED IN THE ROOM FINISH SCHEDULE.
9. ALL EXPOSED PIPES UNDER LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT.

PROJECT GENERAL NOTES

1. ALL WORK INCLUDED IN THIS CONTRACT SHALL CONFORM TO ALL FEDERAL, STATE, AND LOCAL LAWS, STATUTES, ORDINANCES, CODES, RULES AND REGULATIONS, OR LAWFUL ORDERS OF PUBLIC AUTHORITY. PROMPTLY REPORT ANY NONCONFORMITY DISCOVERED TO THE ARCHITECT.
2. FAILURE OF THE DRAWINGS OR SPECIFICATIONS TO INDICATE EACH INCIDENTAL SHALL NOT RELIEVE THE CONTRACTOR FROM PROVIDING THE NECESSARY ITEMS AS PART OF THIS CONTRACT. THE DRAWINGS SHOW THE DESIGN, LOCATION, DESCRIBE THE QUALITY LEVEL AND CONSTRUCTION TECHNIQUES IN A GENERAL SENSE ONLY.
3. ALL DETAILS ARE TYPICAL. WHAT IS SHOWN IN ONE CONDITION APPLIES TO ALL OTHER SIMILAR CONDITIONS, UNLESS NOTED OTHERWISE.
4. VERIFY THE FOLLOWING ITEMS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO PROCEEDING WITH WORK, AND PROCEED WITH THE WORK ONLY AFTER SUCH DISCREPANCIES ARE RESOLVED:
   - EXISTING CONDITIONS
   - WALLS, FLOORS, ROOFS, AND SUBSTRATES WHERE PRODUCTS AND SYSTEMS ARE TO BE INSTALLED.
   - THE EXISTENCE, SIZE, AND LOCATION OF ALL EXISTING UTILITIES, MECHANICAL AND ELECTRICAL SYSTEMS.
   - DISCREPANCIES BETWEEN OR WITHIN THE CONTRACT DOCUMENTS.
   - MECHANICAL, ELECTRICAL AND PLUMBING WHICH IMPACT CEILING INSTALLATION HEIGHTS OR BUILDING THE APPEARANCE.
   - DIMENSIONAL DISCREPANCIES.
5. COORDINATE THE WORK OF ALL SUBCONTRACTORS.
6. DO NOT PENETRATE STRUCTURAL BEAMS, COLUMNS, OR SHEAR WALLS UNLESS SPECIFICALLY DETAILED OTHERWISE.
7. PROVIDE BOND-OUTS, BLOCKING, SLEEVES AND PIPES AS REQUIRED FOR ALL WALL, FLOOR, ROOF, AND CEILING PENETRATIONS.
   - MAINTAIN CONTINUITY OF FIRE RATED ASSEMBLIES AND SMOKE ASSEMBLIES. SEAL ALL PENETRATIONS TO CONFORM TO U.L. RATED ASSEMBLIES AND ALL NFPA AND IBC REQUIREMENTS. REFER TO THE CODE PLANS FOR ADDITIONAL CODE REFERENCES.
   - ALL PENETRATIONS SHALL COMPLY WITH THE ACOUSTICAL ASSEMBLY RATING REQUIRED FOR EACH WALL OR FLOOR ASSEMBLY.
8. COORDINATE THE WORK TO ACHIEVE THE GIVEN VISUAL AND PERFORMANCE REQUIREMENTS OF MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS WITHIN THE INDICATED SPACE.
10. PRODUCTS SHALL BEAR UL CLASSIFICATION WHERE REQUIRED BY DESIGN, DO NOT REMOVE OR PAINT OVER UL CLASSIFICATIONS.



SITE PLAN IS SCHEMATIC IN NATURE.

① PLOT PLAN
1" = 30'-0"

511 CONGRESS INTERIOR FIT UP

Sheet Number	Sheet Name
A1	PLOT PLAN, DEMO PLAN
A2	NEW WORK PLANS
A3	ENLARGED BAR PLAN, ELEVATION
A3A	ADDITIONAL ELEVATIONS AND DETAILS
A4	MEP DIAGRAMS
A12	ENLARGED BATHROOM PLAN
SK	KITCHEN UPDATES
SK2	KITCHEN ELEVATIONS

LESSEE:
ARCADIA HOLDINGS LLC

ARCHITECT:
CHELSEA LIPHAM ARCHITECTURE AND DESIGN LLC
741 STEVENS AVE PORTLAND MAINE
207-615-6366

SCOPE OF WORK:
INTERIOR RENOVATION / FIT UP FOR NEW BAR

PREVIOUS TENANT = RETAIL / PERSONAL SERVICE
NEW USE = ASSEMBLY A-2

ZONING: B3 - DOWNTOWN ENTERTAINMENT OVERLAY ZONE, CONGRESS STREET HISTORIC DISTRICT

NO CHANGE TO EXISTING BUILDING FOOTPRINT

Chelsea Lipham Architecture & Design LLC
741 Stevens Ave
Portland ME 04103
207-615-6366
www.chelsealipham.com

ALL WORK SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL CODES INCLUDING BUT NOT LIMITED TO :
IBC 2021, NFPA 101, CITY OF PORTLAND MAINE ZONING ORDINANCE

INTERIOR FIT UP ZONING DISTRICT B3

SCOPE OF WORK: INTERIOR RENOVATIONS OF EXISTING SPACE

ASSEMBLY OCCUPANCY A2
CONSTRUCTION TYPE IIB

OCCUPANT LOADING -
GROSS AREA = 5,000 SF +/-

OCCUPANT LOAD FACTORS PER IBC 2021 table 1004.5

FUNCTION	OCCUPANT LOAD FACTOR	AREA	OCCUPANCY
BUSINESS	150 GROSS	873+39 = 912 SF	7
KITCHEN	200 GROSS	650 SF	4
ACCESSORY STORAGE	300 GROSS	192+387+39=644 SF	3
ASSEMBLY (UNCONCENTRATED)	15 NET	1,275 SF	85
ASSEMBLY (BENCH w/o dividing arms)	18" PER PERSON	19+18 = 33 LF	22
ASSEMBLY (BAR SEATING)	24" PER PERSON	17+32 = 49 LF	25
ASSEMBLY (BOOTH)	24" PER PERSON	24 LF	12
ASSEMBLY (FIXED SEATS)	ACTUAL NUMBER		9
TOTAL IBC			167

OCCUPANT LOAD FACTORS PER NFPA 101 table 7.3.1.2

FUNCTION	OCCUPANT LOAD FACTOR	AREA SF	OCCUPANCY
BUSINESS	150 GROSS	873+39 = 912 SF	7
KITCHEN	100 GROSS	650 sf	7
ACCESSORY STORAGE	300 GROSS	192+387+39=644 SF	2
ASSEMBLY (UNCONCENTRATED)	15 NET	1,275 SF	85
ASSEMBLY (BENCH w/o dividing arms)	18" PER PERSON	19+18 = 33 LF	22
ASSEMBLY (BAR SEATING)	24" PER PERSON	17+32 = 49 LF	25
ASSEMBLY (BOOTH)	18" PER PERSON	24 LF	16
ASSEMBLY (FIXED SEATS)	ACTUAL NUMBER		9
TOTAL NFPA			173

TOTAL OCCUPANT LOAD INTERIOR = 167 (IBC)
173 (NFPA)

EGRESS CAPACITY SUFFICIENT FOR THE HIGHER (NFPA) CAPACITY
PLUMBING COUNTS BASED ON THE LOWER (IBC) CAPACITY

FULLY SPRINKLERED - ADJUST FOR NEW LAYOUT AS NEEDED.

NUMBER OF EXITS REQD PER STORY = 2
SPACES WITH 1 EXIT DOOR ALLOWED FOR MAX OCCUPANCY OF 49

MAX COMMON PATH OF EGRESS TRAVEL REQD = 75'
EXIT ACCESS TRAVEL DISTANCE REQD = 200'

COMMERCIAL COOKING OPERATIONS SHALL COMPLY WITH NFPA 96

ALL NEW ELECTRICAL WORK SHALL COMPLY WITH NFPA 70

PLUMBING: PER UPC 2021
SEE BELOW FOR BATHROOM COUNTS

per nfpa 12.3.3.3 - INTERIOR FINISHES SHALL BE CLASS A, B, OR C IN GENERAL ASSEMBLY AREAS (OCCUPANT LOAD LESS THAN 300)

FINISHES SHALL BE CLASS A OR B IN CORRIDORS AND LOBBIES

UPC 2021 FIXTURE COUNTS:

USE = A-2

OCCUPANCY PROPOSED TOTAL

= 167

= 84 F + 84 M

TOILETS REQUIRED = 3 F, 2 M, PLUS 1 URINAL (5 FIXTURES)
TOILETS PROVIDED = **8 UNISEX**

ALL TOILETS SHALL HAVE FLOOR TO CEILING PARTITIONS TO ALLOW USE BY EITHER SEX.

LAVATORIES REQUIRED = 1 F, 1 M
LAVATORIES PROVIDED = 3

FIXTURES PROVIDED ALLOW FOR AN OCCUPANCY COUNT OF UP TO 200 - ADDITIONAL CAPACITY IS AVAILABLE SHOULD THE OWNER DECIDE TO ADD OUTDOOR SEATING IN THE FUTURE.

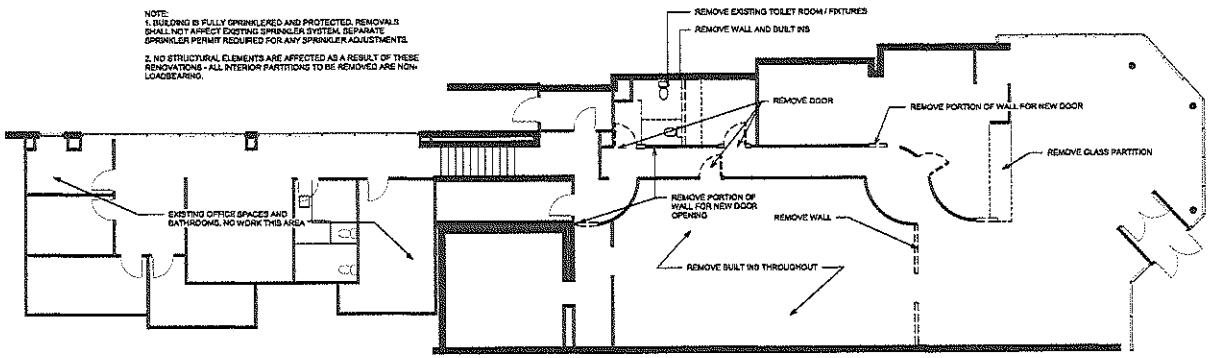
EXISTING TOILETS ON UPPER LEVEL ARE FOR BATHROOM OVERFLOW TO MEET REQUIRED UPC COUNTS, THERE ARE NO ACCESSIBLE TOILETS ON THE MAIN FLOOR - NO OTHERS ARE REQUIRED.

PER IEBC 2021 SECTION 308.7.13, WHERE ADDITIONAL TOILET FIXTURES ARE ADDED, NOT FEWER THAN ONE ACCESSIBLE FAMILY OR ASSISTED USE TOILET ROOM SHALL BE PROVIDED WHERE REQUIRED BY SECTION 1110.2.1 OF THE IBC.

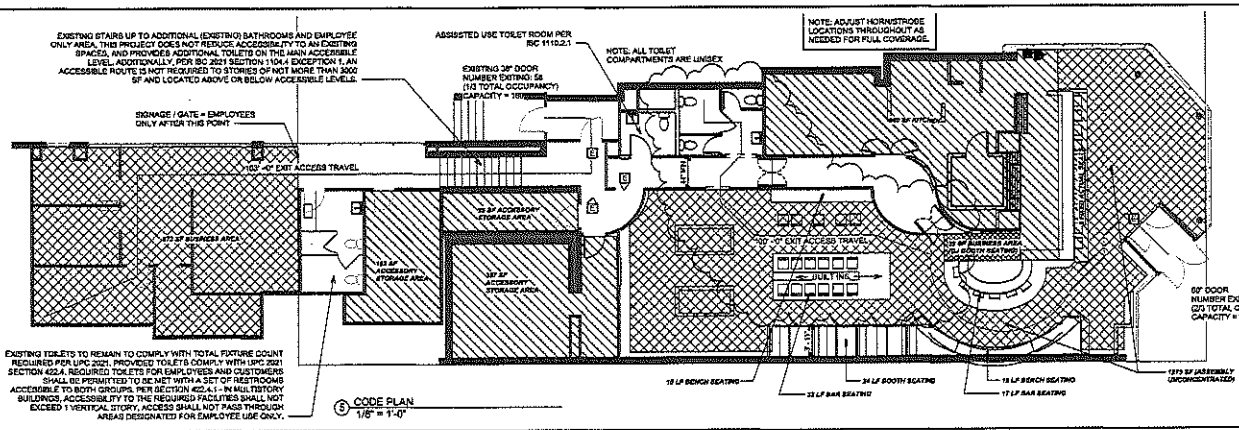
PER IBC 2021 SECTION 1116.2, EACH TOILET ROOM SHALL BE ACCESSIBLE. WHERE A FLOOR LEVEL IS NOT REQUIRED TO BE ACCESSIBLE, THE ONLY ACCESSIBLE TOILETS SHALL NOT BE LOCATED ON THE INACCESSIBLE FLOOR.

NOTE:
1. BUILDING IS FULLY SPRINKLERED AND PROTECTED. REMOVALS SHALL NOT AFFECT EXISTING SPRINKLER SYSTEM. SEPARATE SPRINKLER PERMIT REQUIRED FOR ANY SPRINKLER ADJUSTMENTS.

2. NO STRUCTURAL ELEMENTS ARE AFFECTED AS A RESULT OF THESE RENOVATIONS - ALL INTERIOR PARTITIONS TO BE REMOVED ARE NON-LOADBEARING.



⑧ DEMO PLAN
1/8" = 1'-0"



⑤ CODE PLAN
1/8" = 1'-0"

511 congress street
INTERIOR FIT UP

CONSTRUCTION SET

DWG NO.

JOB NO.
2520

DRWN. CHK
CL

SCALE:
As Indicated

ISSUE
10/24/25

TITLE
PLOT PLAN, DEMO PLAN
REV 2 - 6/4/25 REV 3 - 8/13/25
as built 11/4/25

SHEET
A1

BAD NEIGHBORS

QUALITY PLUS SERVICE

SNACKS

HOUSE FRIES (v). 8
+ salt-n-vinegar +100
+ disco fries (mozzarella and gravy) +400

PARKER HOUSE ROLLS (v). 6
rye, caraway, mustard butter

ONION DIP (v). 9
caramelized fennel & onion dip served with sumac crackers

FRIED OYSTERS. 18
six on the half shell served with hot sauce and citrus

CRISP & COOL

NEIGHBOR NOODLES (v/vg). . . 15
chilled udon, pistachio, green chiles, black sesame, cocoa nib

LITTLE GEM SALAD (v/vg). 14
beets, walnuts, raspberry vinaigrette

CUCUMBER SALAD (v/vg). 10
green apple, peanut chili crisp

LOBSTER COBB SALAD. . . . . MKT
little gem, bacon, avocado, cheddar, six minute egg, cherry tomato, tarragon dressing

PROPER MEALS

DOUBLE SMASH BURGER. 18
two smash patties, american cheese, onion jam, neighbor sauce

FRENCH DIP. 24
shaved prime rib, garlic aioli, caramelized onions, provolone, au jus

FRIED CHICKEN. 25
three piece bone-in, slaw, and a roll

FISH SANDWICH. 19
beer battered month fish, butter, herby tarter, lemon

CONSUMING RARE OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, OR EGGS WILL INCREASE YOUR RISK OF FOODBORNE ILLNESS.

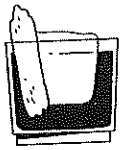
It's always a pleasure.

FOOD SERVED 'TIL MIDNIGHT.

EASY RIDERS

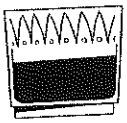
CAPE CODDER SPRITZ. 14

grey goose vodka, cranberry aperol, cranberry juice, verjus, vermintino, lime bitters



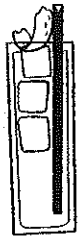
CHERRY BATANGA. 13

house nitrogenized cherry blanco tequila, mexican cola, salt, lime



THE NEIGHBOR'S DOG. 15

grapefruit, tanqueray 10, amaro nonino, lemon balm, grapefruit oleum, salt



BRUSHLINE G&T. 13

fords gin, high desert tonic, sage garnish

LAST CALL

YACHT CLUB MARTINI. 15

bacardi cuatro, planteray cut & dry coconut rum, toasted coffee bean syrup, px sherry, coconut

NEOPOLITAN ESPRESSO MARTINI. 15

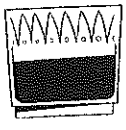
light and dark rum, daytrip strawberry amaro, tonka bean berry syrup, citrus

NOTHING BUT A HIGHBALL. 17

redwood empire 'emerald giant' rye, brennivin, high west campfire rye, lemon, almond, bitter soda

THE MONTAUK. 15

olive oil washed reyka vodka, dry vermouth, tomato water, olive brine



CURRENT CONDITIONS

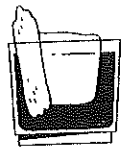
PIÑA COLADA. 15

bacardi cuatro, planteray cut & dry coconut rum, toasted coffee bean syrup, px sherry, coconut

DARRYL STRAWBERRY. 15

light and dark rum, daytrip strawberry amaro, tonka bean berry syrup, citrus

GREEN CHILI MARG. 14



chili verde, washed espolon blanco, dry curacao, green tajin, agave, yuzu, lime

BUT WITH TEQUILA. 14

licor 43, espresso, tequila, burnt sugar syrup, sweet vanilla, honey foam

WELCOME TO...

DRY COUNTRY

...A TEETOTALER'S PARADISE

ARNOLD PALMER. 6

black nitro tea, aerated lemon, sugar; it's sunny as hell

GHIA SPRITZ. 13

ghia aperitif, verjus, house cucumber & monkfruit tonic

COWBOY COFFEE. 7

cold brew, burnt sugar, vanilla honey oat foam

CORONA N/A. 5

make it fancy for a bucks more

NITRO ICED TEA. 4

NITRO COLD BREW. . . . 6

CALL OUT BOX

portland

Zachary Lenhert <zlenhert@portlandmaine.gov>

Bad Neighbors_Class XI Rest-Lounge_511 Congress St

Zoning <zoning@portlandmaine.gov> Fri, Jun 5, 2026 at 3:08 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 this unit is bar per BLDC2025-04737. 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

July 7, 2026

Bad Neighbors LLC
504 Congress Street
Portland, ME 04101

Re: Approval of Bad Neighbors LLC, dba Bad Neighbors. Application for Class XI Restaurant/Lounge at 504 Congress Street

Dear Bad Neighbors LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday July 20, 2026 at 4:00 p.m., for the review of application for Class XI Restaurant/Lounge 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,

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 July 20, 2026 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of Bad Neighbors LLC, dba Bad Neighbors. Application for Class XI Restaurant/Lounge at 504 Congress Street - Sponsored by Danielle P. West, City Manager

State of Maine

Bureau of Alcoholic Beverages & Lottery Operations

Application Copy

File Number: 154630 Job Type: New Application

LICENSE TYPE On-Premises: Beer, Wine & Spirits	APPLICATION DATE RECEIVED 2026-06-01
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Bad Neighbors LLC	LICENSEE TYPE Limited Liability Company
DOING BUSINESS AS Bad Neighbors	CORPORATE NUMBER 202515146DC
INCORPORATION DATE 2025-06-09	
CORRESPONDENCE ADDRESS 504 Congress Street PORTLAND ME 04101-3403	
MAILING ADDRESS	
PHYSICAL ADDRESS	
CONTACT NAME David Aceto	PREFERRED CONTACT METHOD Email
CONTACT PHONE (207) 615-5975	ALTERNATE PHONE
FAX	EMAIL dpaceto@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Arcadia Holdings LLC	Member		100
David Aceto	Member	Arcadia Holdings LLC	34
Nicole Costas-Rosa	Member	Arcadia Holdings LLC	33
Dennis Gaines	Member	Arcadia Holdings LLC	33

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

BAD NEIGHBORS

OPERATOR

David Aceto

PHYSICAL ADDRESS

511 Congress Street PORTLAND ME 04101-3403

MAILING ADDRESS

504 Congress Street PORTLAND ME 04101-3403

CONTACT NAME

David Aceto

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 615-5975

ALTERNATE PHONE

FAX

EMAIL

INFO@BADNEIGHBORSBAR.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
   202515146DC

2. What is your expected start date?

   6/28/2026

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

   Yes
   CARL-2021-13787
ARCADIA
504 CONGRESS ST.
PORTLAND, ME
04101

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

   Yes
   CARL-2021-13787
ARCADIA

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

   No

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

   Yes

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

   No

8. Is your license application for 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?

David Aceto
08/15/1984

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?

504 Congress St
Portland, Me
04101

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

Weds-Fri 4pm-11pm
Sat 10am-Midnight
Sun 10am-10pm
Mon-Tues Closed

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

Portland High School
284 Cumberland Ave, Portland, ME 04101

.3 Miles

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.

75

26 How many bathrooms do you have available to patrons?

6

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.

Alcohol will be served at bar, window seating, tables - all inside.

Storage of liquor will also be in the back offices.

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	511 CONG - set.pdf	Floor Plan
Food Menu	_Food_Menu_Mockup.jpg	Food Menu
Supplemental Ownership Form	102 Supplemental Ownership Form and Affidavit-2.pdf	Owner Form

APPLICANT

David Aceto

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:
Bad Neighbors LLC	06/09/2025	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 (%)
Arcadia Holdings LLC		arcadiaportland@gmail.com	504 Congress St. Portland, Maine 04101	Member	100
David Aceto	08/15/1984	dpaceto@gmail.com	192 State St. #206 Portland, Maine 04101	Member	34
Nicole Costas Rosa	09/18/1977	theraisingofkain@gmail.com	48 pleasant st apt 10 portland maine 04101	Member	33
Dennis Gaines	06/06/1977	dennisgaines77@outlook.com	460 Highland Avenue South Portland, Maine 04106	Member	33

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:

Bad Neighbors LLC, dba Bad Neighbors. Application for Class XI Restaurant/Lounge at 504 Congress Street

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 29, 2026

SUBJECT: Order 2-26/27 Granting Municipal Officers' Approval of Portland Point Hotel LLC, dba Residence Inn & Moxy Portland Thompson's Point. Application for Class 1A (41+ Rooms Innholder) with Outdoor Dining on Private Property and Combined Entertainment at 220 Thompson's Point Road - 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 6/05/26. This is a new establishment.

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

III. BACKGROUND
Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

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

VI. STAFF ANALYSIS AND BACKGROUND
Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS
1. 2026.07.20_Residence Inn and Moxie_Council Packet

2. 2026.07.20_Residence Inn and Moxie_Council Order

Prepared by:
Date: 06/29/2026

PORTLAND POINT HOTEL LLC

May 21, 2026

Mayor Mark Dion & Portland City Council
Portland City Hall
389 Congress Street
Portland, ME 04101

RE: Residence Inn & Moxy Hotel Thompson's Point

Dear Mayor Dion & Portland City Council Members,

Attached to this letter please find applications for new Innholder liquor, food and entertainment licenses for the new dual-brand Residence Inn & Moxy hotel, located on Thompson's Point.
We are planning on opening in July, and our intent is to operate the hotel restaurant in good standing with the City of Portland. We look forward to working with you and the City of Portland.

Thank you,

Jennifer Stebbins Thomas

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 1A (41+ rooms Innholder) $2,239.00
Maine B.E.L.L.S. File/Tracking Number	150451
Date of Submission of Maine B.E.L.L.S. application:	05/21/2026
Name of Establishment (Doing Business As)	Residence Inn & Moxy Portland Thompson's Point
Physical Location of Establishment (Street Address)	220 Thompson's Point Road
What is the business' ownership structure?	Corporation/LLC/Non-Profit Organization
Name of Corporation, LLC, or Non-Profit Organization	Portland Point Hotel LLC
Business Mailing Address	1359 Hooksett Road
City	Hooksett
State	NH
ZIP	03106
Business Phone	6035182143
Establishment Email	crossi@colwenhotels.com
Contact Person Name	Christopher Rossi
Contact Person Phone	603-661-2622
Contact Person Email	CROSSI@COLWENHOTELS.COM
What is your targeted opening date?	07/02/2026

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**

Leo Xarras

Street Address of Primary Residence

68 Commonwealth Ave, Apt 1

City

Boston

State

MA

ZIP

02115

Birth Date

06/20/1968

ii. **Name**

Jennifer Stebbins Thomas

Street Address of Primary Residence

279 Wibird Street

City

Portsmouth

State

NH

ZIP

03801

Birth Date

10/25/1986

Corporation/LLC Name	Portland Point Hotel LLC
Corporate Mailing Address	1359 Hooksett Road
City	Hooksett
State	NH
ZIP	03106
Primary Contact Person	Jennifer Stebbins Thomas

Contact Phone	603-518-2187
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**

Christopher Rossi

Date of Birth

01/29/1996

Phone

603-661-2622

Email

crossi@colwenhotels.com

Owner of Premises (Landlord) Name	Portland Point Hotel LLC
Address of Premises Owner (Landlord)	1359 Hooksett Road
City	Hooksett
State	NH
ZIP	03106
Owner of Premises (Landlord) Phone	6035182143
Owner of Premises (Landlord) Email	ereardon@xsshotels.com
Type of Food Served:	Hotel breakfast service buffet and evening bar food.
Please select all that will be served:	• Beer • Wine • Liquor
Days and Hours of Operation:	Hotel will be operational 24/7 breakfast service offered 6am-10am daily.

	Evening bar food available 4pm to 10pm daily, extended occasionally to 1am for local events on Thompson's Point.
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)	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?	YES
If Yes, please list business name(s) and location(s):	Portland Harbor Hotel, Cambria Hotel, Diamond's Edge Restaurant, Inn at Diamond Cove

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?	1353
What is total number of tables?	10
What is total number of chairs?	35

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:	Combined Entertainment ($800)
Contact Person responsible for Entertainment:	Christopher Rossi
Contact Person Phone Number	603-661-2622
Contact Person Email	crossi@colwenhotels.com
Describe in detail the type and nature of the business and proposed entertainment:	Piped music throughout the proposed space, including the patio seating. Occasional use of a PA system, DJ, or live musicians in first floor lobby, lounge, and public space seating. Occasional musician at the patio seating.

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

- 26-05-18 Thompsons Point Speaker Locations.pdf
- JBL_SLP12-T_SpecSheet_B.pdf
- TDX-CE65.pdf
- RI Moxy Thompson Point Sound Mitigation Letter.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

- Letter of Intent 5.21.26.pdf

Floorplan/Layout of the premises

- 2208_ARCH LIQUOR LICENSE PLANS 5-21-2026.pdf

Menu

- Moxy Menu 4.14.26 (2).pdf
- SAMPLE BREAKFAST BUFFET.pdf

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

- Deed Book 40395 Page 328 - QD FPI to PPH 10.2.23.pdf
- Portland Point Hotel LLC_Supplemental Ownership Forms.pdf
- Application Copy 5.21.26.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.

Name of Signatory	Jennifer Stebbins Thomas
Title of Signatory	Manager
Date	05/22/2026

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!

FIRST FLOOR - MAX OCC./PROVIDED SEATING

TOTAL FIRST FLOOR GROSS SQUARE FOOTAGE - +/- 18,631 SQUARE FEET
FIRST FLOOR LICENSED AREA - 7,751 SQUARE FEET

SEATING PROVIDED (LICENSED AREA):

INTERIOR SEATING	MAX OCC.	PROVIDED SEATS
BUSINESS CENTER:	5 OCC.	2 SEATS
RES INN DINING:	63 OCC.	52 SEATS
RES INN LOBBY/ LIBRARY/LOUNGE:	78 OCC.	37 SEATS
MOXY SEATING/BAR:	124 OCC.	53 SEATS
MOXY PDR:	19 OCC.	8 SEATS

TOTAL INTERIOR SEATING PROVIDED: 142 SEATS
TOTAL MAX OCC. WITHIN BUILDING PER LICENSED AREA/ FIRST FLOOR (300 OCC.) + FLOOR 2-5 (293 OCC.) = 593 OCCUPANTS

FIRST FLOOR (EXTERIOR SPACE) - MAX OCC./PROVIDED SEATING

TOTAL FIRST FLOOR GROSS SQUARE FOOTAGE - +/- 18,631 SQUARE FEET
FIRST FLOOR LICENSED AREA - 1,535 SQUARE FEET (SEASONAL EXTERIOR)

SEATING PROVIDED (LICENSED AREA):

EXTERIOR SEATING (SEASONAL):

RES INN PATIO**	30 OCC	12 SEATS
MOXY PATIO**	70 OCC	23 SEATS

TOTAL EXTERIOR SEATING PROVIDED: 35 SEATS
TOTAL MAX OCC. WITHIN EXT. SEASONAL LICENSED AREA: 100 OCCUPANTS

** MORE SEATING ABOVE EFFECTIVE WITHIN "LICENSED AREA" ONLY

1535 sqft

LIQUOR LICENSE LEGEND

DENOTES LICENSED AREA

NOTE: THE DINING/LOUNGE AREA WILL BE CLEARLY DELINEATED FROM THE COMMON/CORRIDOR AREA THROUGH THE USE OF THE FINISH MATERIALS AND FURNITURE PLACEMENT

GUESTROOMS - MAX OCC.

TOTAL 1ST-5TH FLOOR GROSS SQUARE FOOTAGE - +/- 88,792 SQUARE FEET
1 LICENSED AREA - 2,066
2-5 LICENSED AREA - 37,744 SQUARE FEET

GUESTROOMS: (200 SF PER PERSON)

FLOOR	LICENSED AREA SQUARE FEET	UNIT COUNT
1ST FLOOR:	2,066 SQUARE FEET	4 UNITS
SECOND FLOOR:	14,628 SQUARE FEET	36 UNITS
THIRD FLOOR:	14,628 SQUARE FEET	36 UNITS
FOURTH FLOOR:	14,256 SQUARE FEET	36 UNITS
FIFTH FLOOR:	14,566 SQUARE FEET	36 UNITS

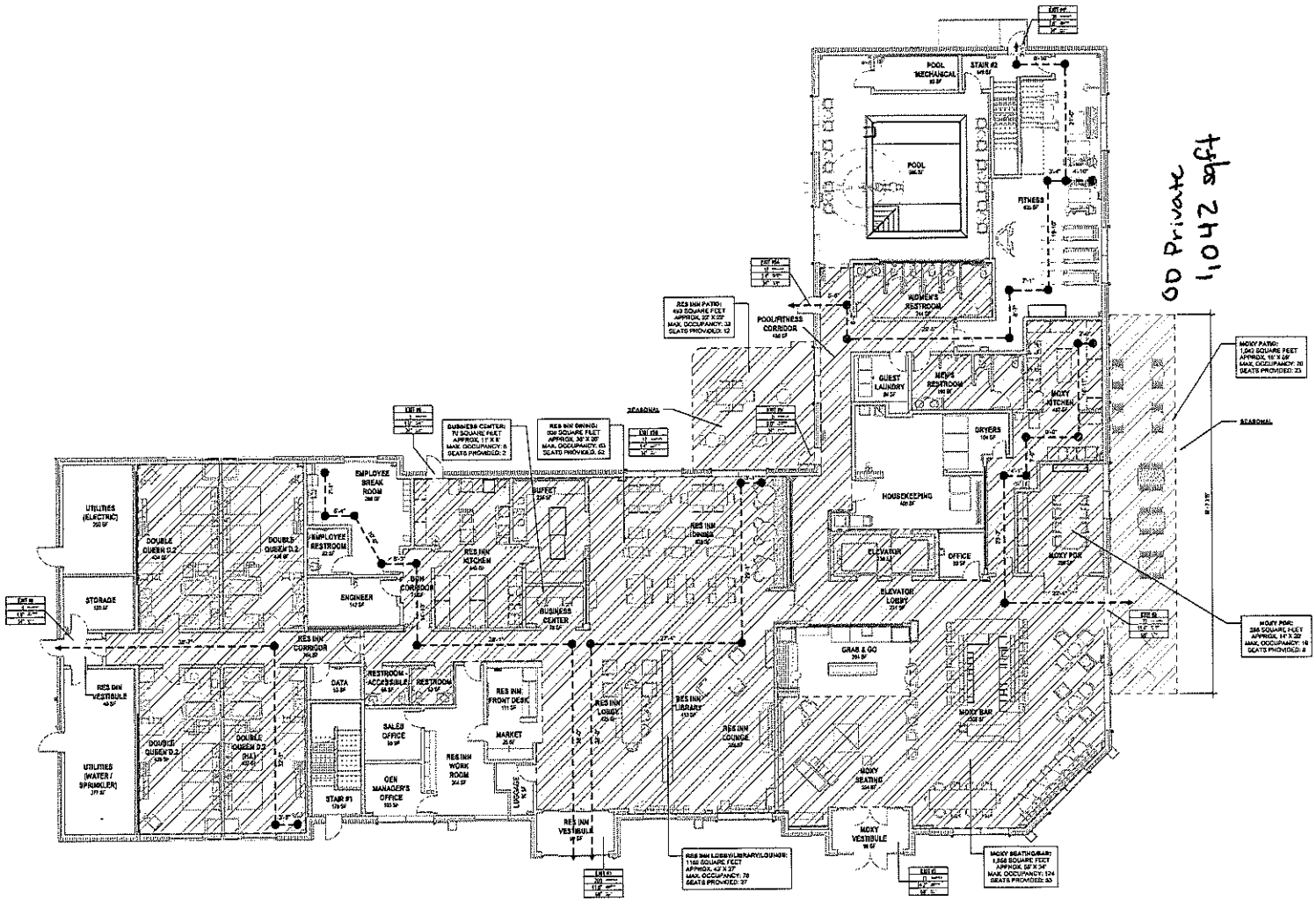
TOTAL GUESTROOMS: 148 UNITS

OCCUPANCY (GUESTROOM AREAS ONLY) =

1.) 2066 + 14,628 + 14,628 + 14,256 + 14,566 = 60,836 SQUARE FEET TOTAL FOR LEVELS 1,2,3,4,5 COMBINED

2.) 60,836 SQUARE FEET / 200 SF PER PERSON = 303 OCCUPANTS (MAX)

60 Private
1,042 sqft



1 LIQUOR LICENSE FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

PROJECT NORTH

TRUE NORTH

PROCON
CONNECT • CREATE • CONSTRUCT

PO BOX 4430
MANCHESTER NH 03108
603.623.8811
PROCONINC.COM

DUAL BRAND HOTEL AT THOMPSON'S POINT

RESIDENCE INN AND MOXY BY MARRIOTT
2 THOMPSONS POINT ROAD, PORTLAND, ME 04102

Page 49

Date	Issue Description

PROFESSIONAL SEAL

Architect:	EA
Drawn By:	JTD
Project No.:	2208
Copyright:	2026 PROCON LLC

Drawing Sheet Title:
LIQUOR LICENSE - FIRST FLOOR PLAN

Drawing Sheet Number:
LL-1

LIQUOR LICENSE LEGEND

DENOTES LICENSED AREA

NOTE: THE DINING / LOUNGE AREA WILL BE CLEARLY DELINEATED FROM THE COMMON CORRIDOR AREA THROUGH THE USE OF THE FINISH MATERIALS AND FURNITURE PLACEMENT

GUESTROOMS - MAX OCC.

TOTAL 187-5TH FLOOR GROSS SQUARE FOOTAGE +/- 88,787 SQUARE FEET
1 LICENSED AREA - 2,088
2-5 LICENSED AREA - 87,704 SQUARE FEET

GUESTROOMS: (200 SF PER PERSON)

FLOOR	LICENSED AREA SQUARE FEET	UNIT COUNT
1ST FLOOR:	2,088 SQUARE FEET	4 UNITS
SECOND FLOOR:	14,626 SQUARE FEET	36 UNITS
THIRD FLOOR:	14,626 SQUARE FEET	36 UNITS
FOURTH FLOOR:	14,565 SQUARE FEET	36 UNITS
FIFTH FLOOR:	14,565 SQUARE FEET	36 UNITS

TOTAL GUESTROOMS: 148 UNITS

OCCUPANCY (GUESTROOM AREAS ONLY) =

1.) 2088 + 14,626 + 14,626 + 14,565 + 14,565 = 60,474 SQUARE FEET TOTAL FOR LEVELS 1,2,3,4,5 COMBINED

2.) 60,440 SQUARE FEET / 200 SF PER PERSON = 303 OCCUPANTS (MAX)

1 LIQUOR LICENSE SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

N PROJECT NORTH
N TRUE NORTH

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PROJECT:
DUAL BRAND HOTEL AT THOMPSON'S POINT
RESIDENCE INN AND MOXY BY MARRIOTT
220 THOMPSONS POINT ROAD, PORTLAND, ME 04102

Date	Issue Description

PROFESSIONAL SEA

Architect: EA
Drawn By: JTO
Project No.: 2208
Copyright: 2026 PROCON LLC

Drawing Sheet Title:
LIQUOR LICENSE - SECOND FLOOR PLAN

Drawing Sheet Number:
LL-2

LIQUOR LICENSE LEGEND

DENOTES LICENSED AREA

NOTE: THE DINING /LOUNGE AREA WILL BE CLEARLY DELINEATED FROM THE COMMON/CORRIDOR AREA THROUGH THE USE OF THE FINISH MATERIALS AND FURNITURE PLACEMENT

GUESTROOMS - MAX OCC.

TOTAL 1ST-5TH FLOOR GROSS SQUARE FOOTAGE = +/- 84,783 SQUARE FEET
1 LICENSED AREA - 2,268
2-5 LICENSED AREA - 57,784 SQUARE FEET

GUESTROOMS: (200 SF PER PERSON)

FLOOR	LICENSED AREA SQUARE FEET	UNIT COUNT
1ST FLOOR:	2,268 SQUARE FEET	4 UNITS
SECOND FLOOR:	14,528 SQUARE FEET	34 UNITS
THIRD FLOOR:	14,528 SQUARE FEET	34 UNITS
FOURTH FLOOR:	14,556 SQUARE FEET	35 UNITS
FIFTH FLOOR:	14,240 SQUARE FEET	36 UNITS

TOTAL GUESTROOMS: 143 UNITS

OCCUPANCY (GUESTROOM AREAS ONLY) =

1.) 2268 + 14,528 + 14,528 + 14,556 + 14,240 = 60,830 SQUARE FEET TOTAL FOR LEVELS 1,2,3,4,5 COMBINED

2.) 60,830 SQUARE FEET / 200 SF PER PERSON = 305 OCCUPANTS (MAX)

1 LIQUOR LICENSE THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

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DUAL BRAND HOTEL AT THOMPSON'S POINT
RESIDENCE INN AND MOXY BY MARRIOTT
25 THOMPSONS POINT ROAD, PORTLAND, ME 04102

PROJECT

Date	Issue Description

PROFESSIONAL SEA

Architect:	EA
Drawn By:	Author
Project No.:	2309
Copyright:	2025 PROCON LLC

Drawing Sheet Title:
LIQUOR LICENSE - THIRD FLOOR PLAN

Drawing Sheet Number:
LL-3

N PROJECT NORTH

N TRUE NORTH

LIQUOR LICENSE LEGEND

DENOTES LICENSED AREA

NOTE: THE DINING/LOUNGE AREA WILL BE CLEARLY DELINEATED FROM THE COMMON/CORRIDOR AREA THROUGH THE USE OF THE FINISH MATERIALS AND FURNITURE PLACEMENT

GUESTROOMS - MAX OCC.

TOTAL 1ST-5TH FLOOR GROSS SQUARE FOOTAGE - +/- 89,782 SQUARE FEET
1 LICENSED AREA - 7,088
2-5 LICENSED AREA - 67,794 SQUARE FEET

GUESTROOMS: (200 SF PER PERSON)

FLOOR	LICENSED AREA SQUARE FEET	UNIT COUNT
1ST FLOOR:	7,088 SQUARE FEET	4 UNITS
SECOND FLOOR:	14,838 SQUARE FEET	34 UNITS
THIRD FLOOR:	14,929 SQUARE FEET	34 UNITS
FOURTH FLOOR:	14,856 SQUARE FEET	36 UNITS
FIFTH FLOOR:	14,090 SQUARE FEET	36 UNITS

TOTAL GUESTROOMS: 148 UNITS

OCCUPANCY (GUESTROOM AREAS ONLY) =

1) 7088 + 14,838 + 14,929 + 14,856 + 14,090 = 65,800 SQUARE FEET TOTAL FOR LEVELS 1,2,3,4,5 COMBINED

2) 65,800 SQUARE FEET / 200 SF PER PERSON = 329 OCCUPANTS (MAX)

1 LIQUOR LICENSE FIFTH FLOOR PLAN
1/8" = 1'-0"

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MANCHESTER NH, 03108
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PROJECT

DUAL BRAND HOTEL AT THOMPSON'S POINT
RESIDENCE INN AND MOXY BY MARRIOTT
TBD THOMPSONS POINT ROAD, PORTLAND, ME 04102

Date	Issue Description

PROFESSIONAL SEA

Architect:	EA
Drawn By:	JTD
Project No.:	2268
Copyright:	2025 PROCON LLC

Drawing Sheet Title:
LIQUOR LICENSE - FIFTH FLOOR PLAN

Drawing Sheet Number:
LL-5

N PROJECT NORTH
N TRUE NORTH

SNACK ATTACK (START HERE, NO RULES)

SEAFOOD DIP
Chowder Cracker Crumble, New England Kettle Chips

New England Clam Chowder
Garlic Toast

Old Bay Shoestring Fries
Ketchup, Moxy Aioli

Crispy Wings
Maine Blueberry Hot Honey, Green Goddess

Seafood Poutine
Shoestring Fries, Scallions, Bacon, Seafood Gravy, Cheese Curds

HANDHELD HEROES (TWO HANDS RECOMMENDED)

PEEKY TOE CRAB CAKE SLIDERS
Pickled Pepper Tartar, Slaw

WAGYU BEEF SLIDERS
Garlic Aioli, Tomato, Fried Shallots, Crisp Lettuce

DOUBLE SMASH BURGER
Cheddar, Pickles, "Moxy Sauce", Lettuce

TACO 'BOUT IT (PICK YOUR PLAYER)

Crispy Haddock Fish Tacos
Citrus Slaw, House Aioli, Pico, Corn Tortillas, Grilled Lemon

Hawaiian Pulled Pork Tacos
Citrus Slaw, Pineapple Salsa, Garlic Aioli, Corn Tortillas, Lime

FRESH PICKS (TRUST US, NOT BORING)

Caesar Salad
All the Classics, Lemon Caesar Dressing
Add Chicken

Summer Strawberry Salad
Lemon Vinaigrette, Strawberries, Toasted Almonds, Feta

FLATBREADS THAT HIT DIFFERENT

Margherita
Naan, House Tomato Sauce, Fresh Mozzarella, Pesto

Pepperoni
Naan, Pomodoro, Mozzarella, Artisan Pepperoni

Pulled Pork
BBQ Sauce, Pickled Peppers, Blended Cheese

SWEET ENDINGS (NO REGRETS)

Lemon & Wild Blueberry Cake
Whipped Cream, Blueberry Sauce

Local Donut & Vanilla Ice Cream

Residence Inn/Moxy Thompson Point Sound Mitigation Plan

220 Thompson Point Rd

Portland, ME 04102

Prepared by Larry Howard – Moore's Communications, Inc. 330-365-1218

Speaker Locations and Directions

6.5" flush mounted in-ceiling speakers located in the indoor common areas of the hotel. These speakers are directed straight down and evenly spaced throughout the occupied space for even sound.

6'5" surface mounted speakers located at the Residence Inn main entrance inside vestibule, Moxy main entrance inside vestibule. Two speakers located at outdoor patio. These speakers are at a 30 degrees downward angle

Volume controls for all zones will be located in staff areas and be off limits to guests

Sound Mitigation Measures

This sound system is designed to provide ambient sound in the hotel lobbies, dining/bar areas, hotel main entrance and patio. Marriott approved digital music will be the only source of music utilized with this system. No stage is present and no live music is anticipated at this property. No music provided by this sound system will be heard outside of the hotel's property line

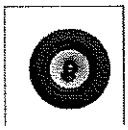
Anticipated Sound Readings

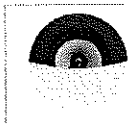
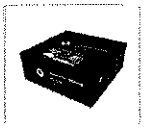
The speakers being installed have a maximum volume of 88db. Hotel staff will set the volume between 45db and 55db for an ambient acoustical buffer. The bar\dining area volume level will be set at 60db to 65db.

Item No. TDX-CE65

6.5" 2-Way Kevlar Ceiling Speaker

Designed to offer greater flexibility in terms of application while accommodating a wide range of music tastes; Kevlar cone with butyl rubber surround offers a lifetime of listening enjoyment; Frameless design makes installation easy and matches most any décor; Micro-slim magnetic round grill offers protection from dust or damage; Pivoting 0.75" Titanium dome tweeter for pristine highs and adjustment for optimum listening; Front accessible environment EQ for fine tuning to the installation environment; Dog-legs make installation fast and easy; Gold plated terminals and quality crossover components.



Specs

Weight:	1.52KG (3.3lbs)		
Dimension:	Ø227mm(9")*87mm(3.4") (Ø227mm(9")*87mm(3.4"))		
Cutout Size:	Ø210mm(8.3") (Ø210mm(8.3"))		
Mounting Depth(without dry wall):	>94mm	Tweeter Pivoting/Angled:	Yes
Woofer Type:	Kevlar Woven Cone	Frequency Response (±3db):	60 Hz-20KHz
Woofer Size:	6.5""	Sensitivity:	90dB
Woofer Quantity:	1	RMS Power:	60W
Tweeter Type:	Titanium Dome	Nominal Impedance:	8Ω
Tweeter Size:	.75"	Transformer:	/
Tweeter Quantity:	1	Magnetic:	Yes

WHAT'S ON THE MENU

We proudly offer a diverse and delicious breakfast selection catering to various tastes and dietary preferences. Our breakfast includes a variety of hot and cold options, fresh fruits, bakery items and beverages to ensure every guest starts their day off right.

Hot Zone

Build-Your-Own Breakfast Sandwiches with cage-free eggs and a rotation of breads, proteins, cheeses, and condiments, along with potatoes, egg bites and savory pastries.

Bakery

A variety of authentic New York bagels, muffins, and sliced white and wheat bread, paired with assorted condiments including cream cheese, butter, jellies, jams and peanut butter

Waffles

Fresh-baked by guests and served with syrup and other toppings as well as seasonal hand fruit and hard-boiled eggs

Cereal, Yogurt & Juice

Kettle-made hot oatmeal or grits, a rotation of cold cereal offerings and small-batch produced yogurt served in bulk and complemented by wide variety of toppings; juices and sugar-free flavored waters

Coffee & Tea

Rainforest Alliance Certified regular and decaf coffee, along with assorted condiments, available 24 hours each day

SLP12/T

Sleek, Low-Profile On-Wall Loudspeaker

HIGHLIGHTS

The **SLP12/T** full-range on-wall loudspeaker provides superior sound and broad, consistent coverage in a sleek, low-profile enclosure, with a powerful 75mm (3-inch) driver that delivers the legendary sound that JBL is known for.

The **SLP12/T** is an ideal foundation for a range of applications: It features a 15-watt multi-tap transformer for use in 70V/100V systems, and is switchable for direct 8-ohm operation. This compact-yet-robust speaker boasts 40-watt power handling, delivering clean, clear sound at any volume. Installation is fast and easy using the included slide-in wall bracket; 15° down-tilted coverage allows mounting flush against a wall. An included rain cover protects the terminal compartment in outdoor applications. This elegantly finished speaker—winner of international design awards for industrial design excellence—complements any décor and is available in black or white finishes.

The stylish, highly versatile **JBL SLP12/T** is perfect for venues such as high-finish restaurants, hotels, resorts, retail stores, and any installation application calling for a discreet yet elegant look.

FEATURES

Transducer: 75 mm (3 in) full-range

Power Handling: 40W continuous pink noise, 80W continuous program

15° down-tilted coverage allows flush-to-wall mounting

Included slide-in wall bracket makes installation a breeze

Included rain cover protects terminal compartment in protected outdoor applications

Multi-tap transformer for use in 70V/100V systems

ADA-compliant at less than 4 inches deep

Available in black or white finishes

SPECIFICATIONS

SYSTEM	
Frequency Range (-10 dB)[1]:	74 Hz - 20 kHz
Frequency Response (±3 dB)[1]:	91 Hz - 18 kHz
Power Rating[2]:	80W Continuous Program (2 hrs) 40W (160W peak) Continous Pink Noise (2 hrs) 20W (80W peak) Continuous Pink Noise (100 hrs)
Sensitivity[3]:	84 dB (80 Hz – 20 kHz) half-space (mounted on a wall)
Nominal Coverage Angle:	120° horizontal x 120° vertical
Directivity (Q):	7.5
Directivity Index (DI):	8.8 dB
Rated Maximum SPL[4]:	106 dB peak (100 dB continuous, 2 hr) at 1m
Nominal Impedance:	8Ω (at 8Ω tap setting)
Minimum Impedance:	7.5Ω at 540 Hz
Transformer Taps:	70V: 15 W, 7.5 W, 3.8 W, 1.9W 100V: 15 W, 7.5W, 3.8W
Insertion Loss:	<1.0 dB at any tap setting
Thru Setting:	8Ω nominal
Maximum Input Voltage:	15 V RMS (2 hrs), 30 V peak
Recommended Protective High-Pass:	70 Hz for 8Ω operation and for all tap settings, 24 dB/oct
TRANSDUCER	
Driver:	75mm (3 in) full-range, polypropylene cone 20 mm (0.8 in) voice coil on Kapton™ voice coil former
ENCLOSURE	
Enclosure Material:	Polycarbonate + ABS, UL94V-0 flammability rated
Grille:	Zinc-plated and powder coated SPCC
Agency Ratings:	Transformer UL Recognized per UL1446. Compliant with IEC62368-1, RoHS.
Terminals:	4-pin Euroblock connector for bare wire, accepts 24 to 14 AWG gauge (0.25 to 2.5 sq. mm)
Environmental Rating:	IP44 per IEC529, water ingress protected via included terminal cover.
Colors:	Black or white
Dimension:	248mm wide x 230mm high x 100mm deep (9.8 x 9.1 x 3.9 in)
Net Weight:	1.9 kg (4.2 lbs)
Shipping Weight:	4.7 kg (10.4 lbs) per carton (2 speakers per carton)
Included Accessories:	Wall-mount slide-on bracket (speaker and wall sides), 4-pin Euroblock plug, protective terminal cover for outdoor use.
SKU Numbers:	JBL-SLP12/T-BK (black), JBL-SLP12/T-WH (white)

1 Half-space, 2π (on-wall) loading

2 Continuous Pink Noise rating is IEC spectrum (80 Hz – 20 kHz), with 6 dB crest factor. Continuous program power is defined as 3 dB above the Continuous Pink Noise Rating. In 8 ohm mode.

3 Half-space, 2π (on-wall) loading, average 1 kHz – 16 kHz.

4 8 ohm mode, calculated from sensitivity and power handling, exclusive of power compression.

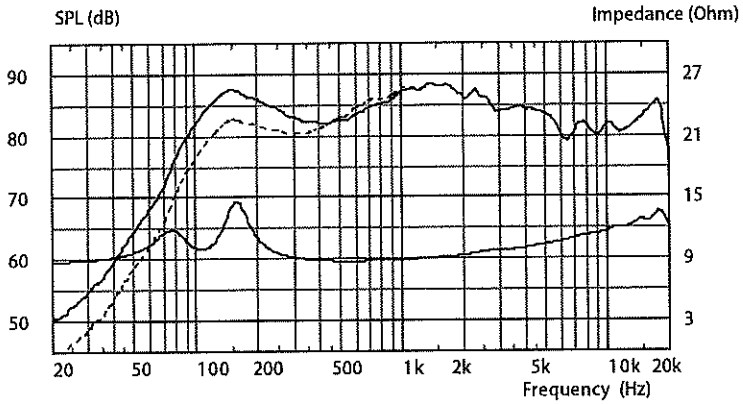
JBL continually engages in research related to product improvement. Some materials, production methods, and design refinements are introduced into existing products without notice as a routine expression of that philosophy. For this reason, any current JBL product may differ in some respect from its published description, but will always equal or exceed the original design specifications unless otherwise stated.

SLP12/T

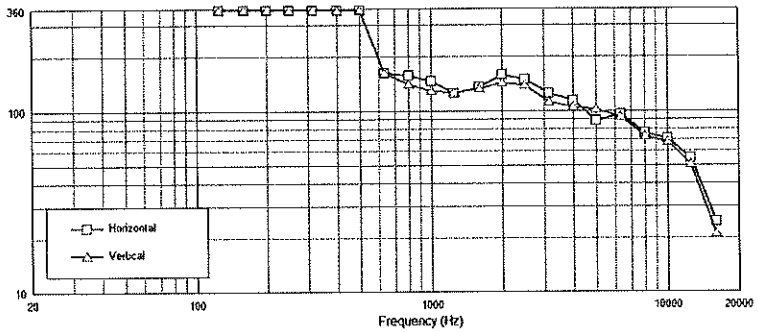
Sleek, Low-Profile On-Wall Loudspeaker

Frequency Response & Impedance:

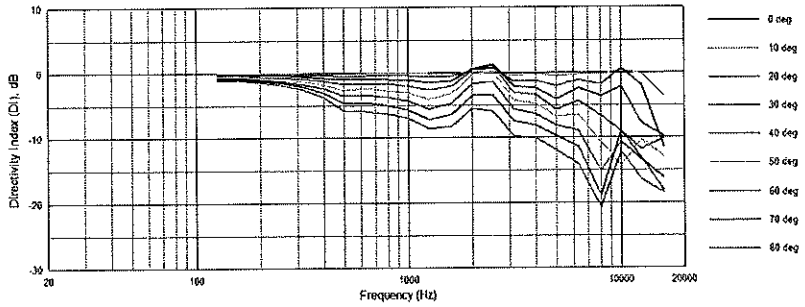
In half-space (2-pi, on wall, solid line)
and full-space (4-pi, dotted line)



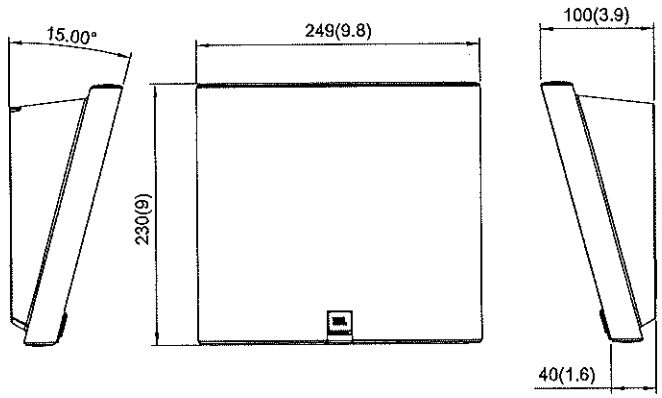
Beamwidth:



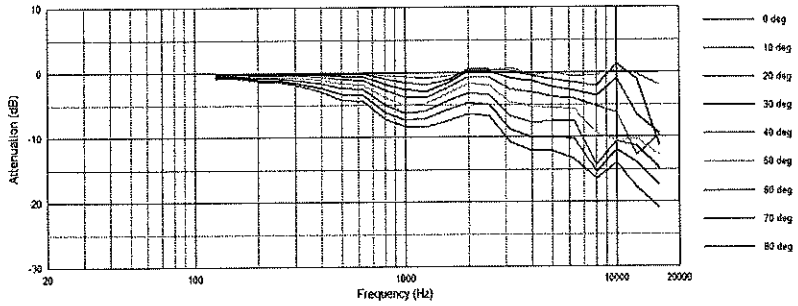
Horizontal Off-Axis:

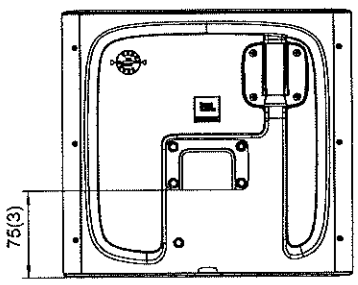


Dimensional Drawing:



Vertical Off-Axis:





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SS-SLP12
3/2025

LIQUOR LICENSE LEGEND

DENOTES LICENSED AREA

NOTE: THE DINING / LOUNGE AREA WILL BE CLEARLY DELINEATED FROM THE COMMON CORRIDOR AREA THROUGH THE USE OF THE FINISH MATERIALS AND FURNITURE PLACEMENT

GUESTROOMS - MAX OCC.

TOTAL 1ST-5TH FLOOR GROSS SQUARE FOOTAGE - +/- 69,787 SQUARE FEET
1 LICENSED AREA - 2,966
2-5 LICENSED AREA - 67,784 SQUARE FEET

GUESTROOMS: (200 SF PER PERSON)

FLOOR	LICENSED AREA SQUARE FEET	UNIT COUNT
1ST FLOOR:	2,966 SQUARE FEET	4 UNITS
SECOND FLOOR:	14,628 SQUARE FEET	36 UNITS
THIRD FLOOR:	14,628 SQUARE FEET	36 UNITS
FOURTH FLOOR:	14,256 SQUARE FEET	36 UNITS
FIFTH FLOOR:	14,566 SQUARE FEET	36 UNITS

TOTAL GUESTROOMS: 148 UNITS

OCCUPANCY (GUESTROOMS AREAS ONLY) –

1) 2966 + 14,628 + 14,628 + 14,566 + 14,566 = 69,330 SQUARE FEET TOTAL FOR LEVELS 1,2,3,4,5 COMBINED

2) 69,330 SQUARE FEET / 200 SF PER PERSON = 345 OCCUPANTS (MAX)

1 LIQUOR LICENSE FOURTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

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PROJECT:
DUAL BRAND HOTEL AT THOMPSON'S POINT
RESIDENCE INN AND MOXY BY MARRIOTT
24 THOMPSONS POINT ROAD, PORTLAND, ME 04102

Date	Issue Description

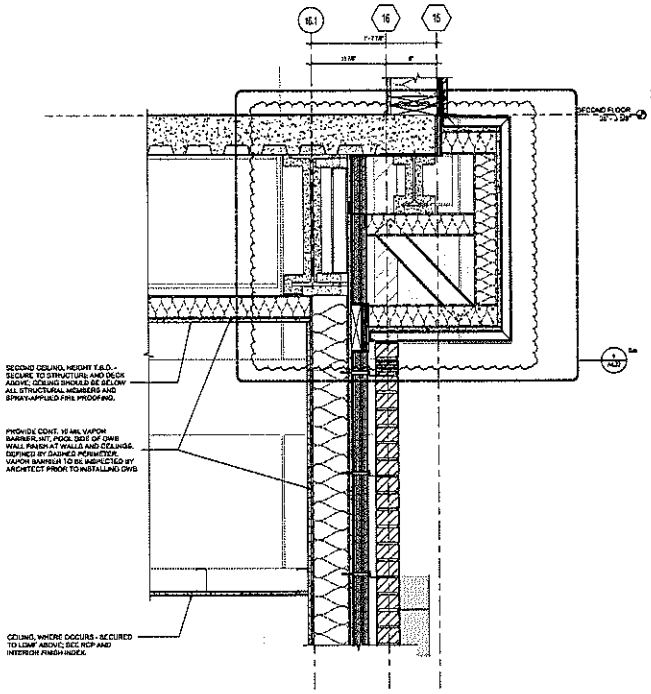
PROFESSIONAL SEAL

Architect:	EA
Drawn By:	Author
Project No.:	2008
Copyright:	2026 PROCON LLC

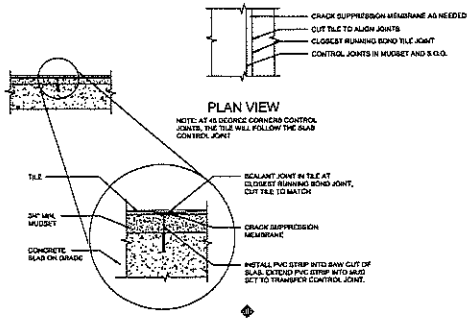
Drawing Sheet Title:
LIQUOR LICENSE - FOURTH FLOOR PLAN

Drawing Sheet Number:
LL-4

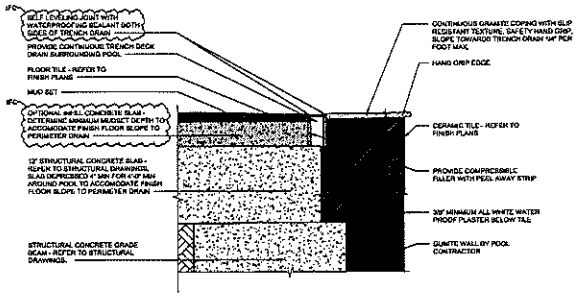
N PROJECT NORTH
N TRUE NORTH



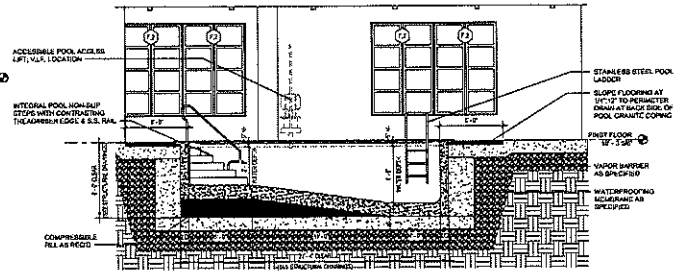
5 TYPICAL 2ND FLOOR BAND @ EAST METAL PANEL POOL
SCALE: 1 1/2" = 1'-0" REF SHEET: 2 / A2.01a



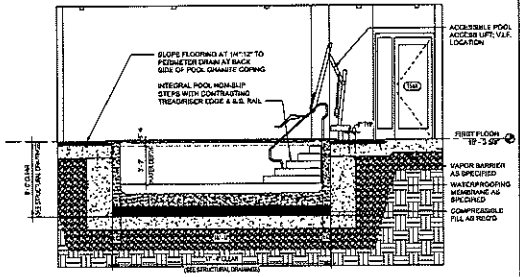
4 TYP. POOL - CONTROL JOINT @ POOL FLOOR
SCALE: 1 1/2" = 1'-0"



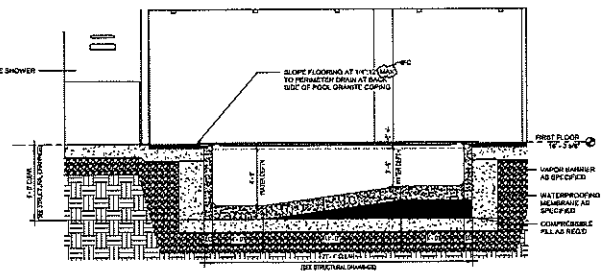
3 TYP. POOL -- EDGE DETAIL
SCALE: 1 1/2" = 1'-0"



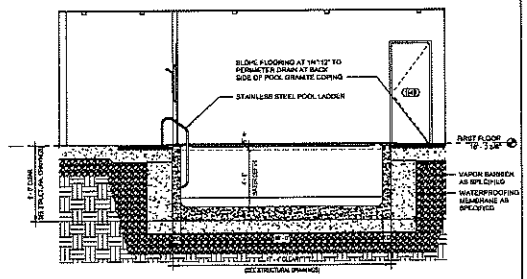
1D POOL ROOM - WEST ELEVATION
SCALE: 1/4" = 1'-0"



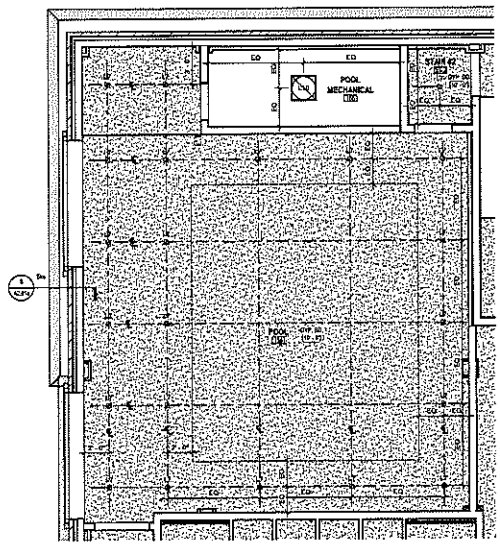
1C POOL ROOM - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1B POOL ROOM - EAST ELEVATION
SCALE: 1/4" = 1'-0"

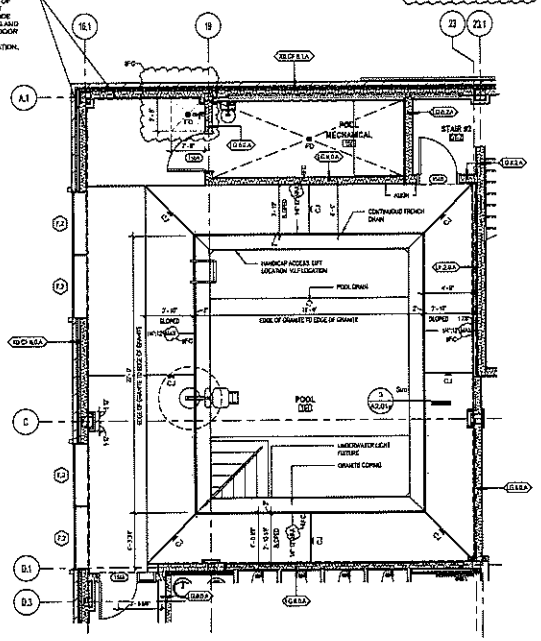


1A POOL ROOM - NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 POOL ROOM RCP
SCALE: 1/4" = 1'-0"

NOTE:
POOL ACCESS LIFT & LADDER LOCATIONS ADJUSTED PER APPROVED SHOP DRAWINGS



1 ENLARGED POOL ROOM
SCALE: 1/4" = 1'-0"

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PROJECT
DUAL BRAND HOTEL AT THOMPSON'S POINT
RESIDENCE INN AND MOXY BY MARRIOTT
220 THOMPSONS POINT ROAD, PORTLAND, ME 04102

Date	Issue Description
11.17.2025	ADDENDUM #1
12.19.2025	ADDENDUM #2
01.14.2026	REVISIONS FOR BUILDING PERMIT
02.11.2026	REVISIONS PER CONSTRUCTION NOTE 28
04.24.2026	ISSUED FOR CONSTRUCTION

PROFESSIONAL SEAL

Architect: EA
Drawn By: JEZ/AB
Project No.: 2208
Copyright: 2024 PROCON LLC

Drawing Sheet Title:
ENLARGED FIRST FLOOR POOL PLAN, RCP & ELEVATIONS

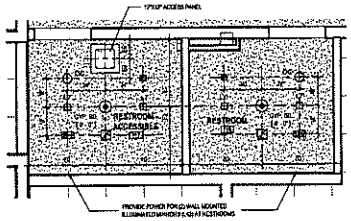
Drawing Sheet Number:
A2.01a

REFLECTED CEILING PLAN LEGEND

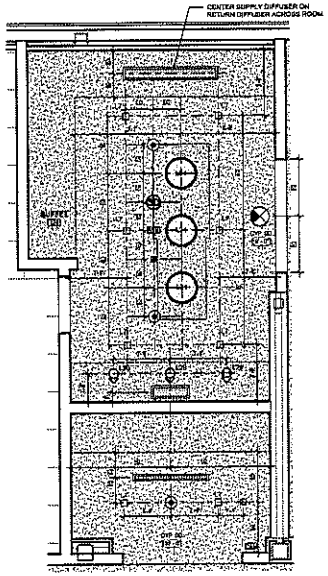
- REFER TO ENLARGED UNIT PLANS FOR REFLECTED CEILING PLAN INFORMATION, TYP.
- INTERIOR GWB OR EXTERIOR GYPSUM SOFFIT BOARD CEILING OR SOFFIT, PAINTED
- 2X2 CEILING TILE (REFER TO SPEC FOR TYPE)
- 2X4 CEILING TILE (REFER TO SPEC FOR TYPE)
- 2X4 RECESSED LED FIXTURE
- 2X2 RECESSED INDIRECT LED FIXTURE
- SURFACE MOUNTED DECORATIVE FIXTURE
- SURFACE MOUNTED DECORATIVE FIXTURE (AT UNITS)
- PENDANT FIXTURE
- RECESSED PUCK LIGHT
- ADJUSTABLE WALL WASHER- SURFACE MTD
- DECORATIVE WALL SCONCE AT UNITS
- LED DOWN LIGHT- RECESSED
- DECORATIVE PENDANT FIXTURE
- LED CLOSET LIGHT - WALL MOUNTED
- 1X4 LED- SURFACE MOUNTED LED FIXTURE
- UNDER-CABINET LIGHTING
- WALL MOUNTED VANITY FIXTURE
- COVE LIGHTING- PROVIDE EXTERIOR GRADE AT PORTE COCHERE (FIXTURE IS CONCEALED FROM VIEW)
- TRACK LIGHT FIXTURE
- GWB 9'-0" CEILING HEIGHT AND FINISH INDICATION
- SUPPLY DIFFUSER; SEE MECHANICAL DRAWINGS
- RETURN DIFFUSER; SEE MECHANICAL DRAWINGS
- 6" x 48" SUPPLY DIFFUSER; SEE MECHANICAL DRAWINGS
- CONTROL JOINT @ WALLS ON ENLARGED FLOOR PLANS @ CEILINGS ON REFLECTED CEILING PLANS
- SMOKE DETECTOR
- SD SECURITY CAMERA
- SPEAKER IN THE CEILING
- WAP WIRELESS ACCESS POINT
- HORN STROBE
- SPRINKLER HEAD
- EXIT SIGN (ARROW INDICATES DIRECTION OF EGRESS)
- FT FT = FIRE TEE

GENERAL NOTES - REFLECTED CEILING PLAN

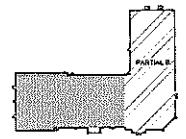
1. ALL CEILING HEIGHTS SHALL BE TAKEN A.F.F.
2. FOR REFLECTED CEILING PLANS REFER TO A2.50 SERIES OF DRAWINGS.
3. FOR REFLECTED CEILING PLANS IN UNITS REFER TO A2.20 & A2.30 SERIES OF DRAWINGS.
4. ALL ELECTRICAL DEVICES AND FIRE SPRINKLER HEADS SHALL BE LOCATED WITHIN THE CENTER OF TILE, TYPICAL.
5. ALL LIGHTING TO BE OWNER SUPPLIED, ELECTRICAL CONTRACTOR INSTALLED, U.N.O.
6. ELECTRICAL SUB-CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LIGHTING PHOTOMETRIC FOR ALL EXTERIOR & INTERIOR SPACES TO MEET OR EXCEED CODE, BRAND AND LEED CRITERIA.
7. PROVIDE EMERGENCY LIGHTING INTEGRAL WITH LIGHT FIXTURES AS REQUIRED.
8. LIGHTING SHOWN FOR GENERAL SCOPE ONLY. C.C. TO PROVIDE LIGHTING PER CODE (LIGHT LEVELS, LAYOUT, FUNCTION, TYPE, ETC.). ANY VARIATIONS TO PLAN AS SHOWN SHALL BE APPROVED BY ARCHITECT & OWNER PRIOR TO INSTALLATION. COORDINATE WITH OWNER'S REPRESENTATIVE FOR CODE REQUIRED FIXTURE QUANTITIES.
9. PROVIDE LED EXIT LIGHTS PER CODE.
10. V.I.F. CEILING SPEAKER LOCATIONS.
11. PROVIDE GWB CONTROL JOINTS NO MORE THAN 30' ON CENTER - LAYOUT T.O.D.
12. PROVIDE MOISTURE RESISTANT GWB OR ACT IN "WET" AREAS (UNIT BATHROOMS AND POOL ROOM).
13. PLUMBING HOT AND COLD WATER SUPPLY MAINS TO BE LOCATED ABOVE 2ND FLOOR CEILING. UNIT PLUMBING FIXED SHUT-OFF VALVES FOR UNIT STACKS TO BE LOCATED IN ACT CEILING ADJACENT TO UNIT, U.N.O. PLUMBING FEEDS TO EATER ABOVE UNIT BATHROOMS, TYPICAL.



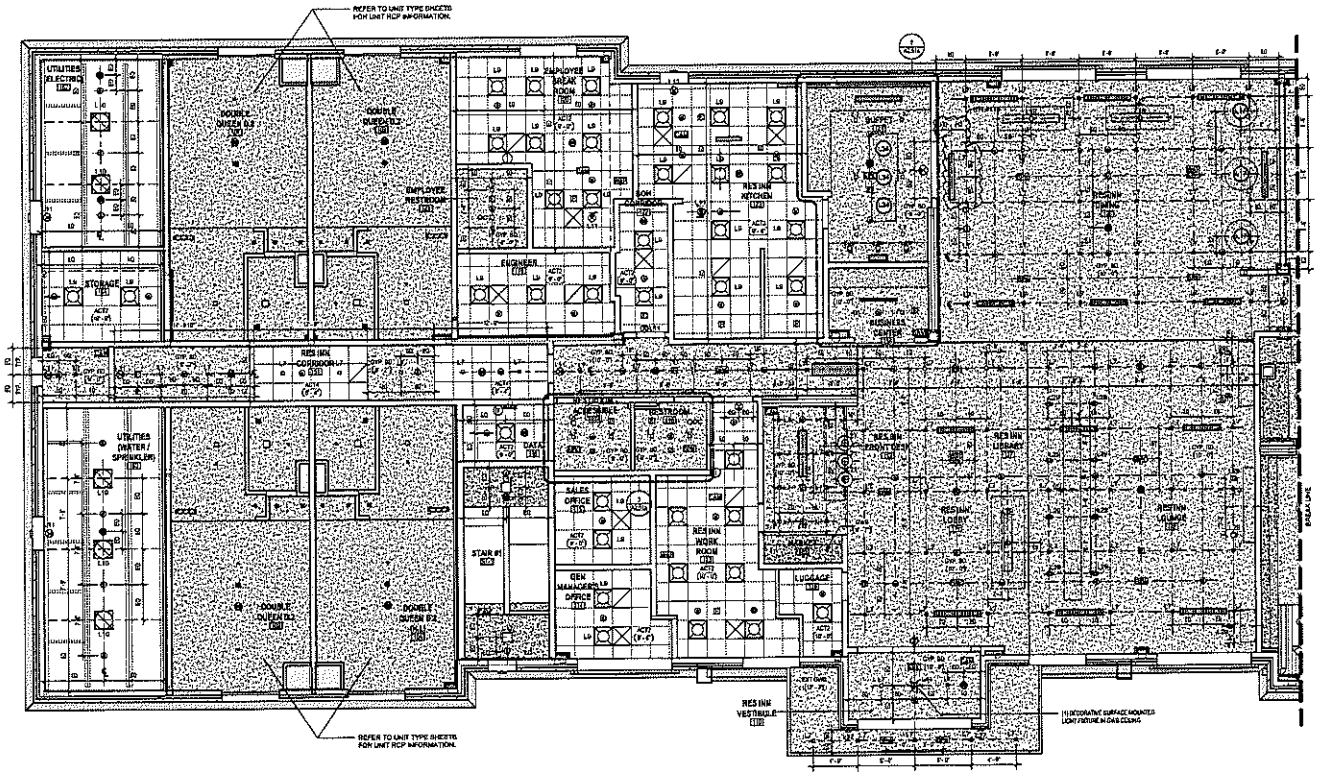
3 ENLARGED RESTROOMS RCP
SCALE: 3/8" = 1'-0"



2 ENLARGED BUFFET & BUSINESS CENTER RCP
SCALE: 3/8" = 1'-0"



RCP KEY PLAN



1 ENLARGED FIRST FLOOR RCP - PARTIAL A
SCALE: 3/16" = 1'-0"

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220 THOMPSONS POINT ROAD, PORTLAND, ME 04102

Date	Issue Description
04.14.2023	DD SUBMITTAL
04.28.2023	DD SUBMITTAL SET
05.12.2023	DD SUBMITTAL SET
06.02.2023	DD SUBMITTAL SET
06.16.2023	DD SUBMITTAL SET
07.14.2023	DD SUBMITTAL SET
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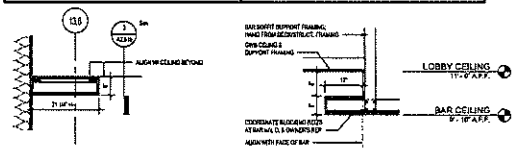
REFLECTED CEILING PLAN LEGEND

- REFER TO ENLARGED UNIT PLANS FOR REFLECTED CEILING PLAN INFORMATION, TYP.
- INTERIOR GWB OR EXTERIOR GYPSUM SOFFIT BOARD CEILING OR SOFFIT; PAINTED
- 2X2 CEILING TILE (REFER TO SPEC FOR TYPE)
- 2X4 CEILING TILE (REFER TO SPEC FOR TYPE)
- 2X4 RECESSED LED FIXTURE
- 2X2 RECESSED INDIRECT LED FIXTURE
- SURFACE MOUNTED DECORATIVE FIXTURE
- SURFACE MOUNTED DECORATIVE FIXTURE (AT UNITS)
- PENDANT FIXTURE
- RECESSED PUCK LIGHT
- ADJUSTABLE WALL WASHER - SURFACE MTD
- DECORATIVE WALL SCONCE AT UNITS
- LED DOWN LIGHT - RECESSED
- DECORATIVE PENDANT FIXTURE
- LED CLOSET LIGHT - WALL MOUNTED
- 1X4 LED - SURFACE MOUNTED LED FIXTURE
- UNDER-CABINET LIGHTING
- WALL MOUNTED VANITY FIXTURE
- COVE LIGHTING; PROVIDE EXTERIOR GRADE AT PORTE COCHERE; FIXTURE IS CONCEALED FROM VIEW)
- TRACK LIGHT FIXTURE
- G.W.B. 9' - 0" — CEILING HEIGHT AND FINISH INDICATOR
- SUPPLY DIFFUSER; SEE MECHANICAL DRAWINGS
- RETURN DIFFUSER; SEE MECHANICAL DRAWINGS
- 6" x 48" SUPPLY DIFFUSER; SEE MECHANICAL DRAWINGS
- CJ — CONTROL JOINT @ WALLS ON ENLARGED FLOOR PLANS & CEILINGS ON REFLECTED CEILING PLANS
- SMOKE DETECTOR
- SECURITY CAMERA
- SPEAKER IN THE CEILING
- WIRELESS ACCESS POINT
- HORN STROBE
- SPRINKLER HEAD
- EXIT SIGN (ARROW INDICATES DIRECTION OF EGRESS)
- FT = FULL TILE

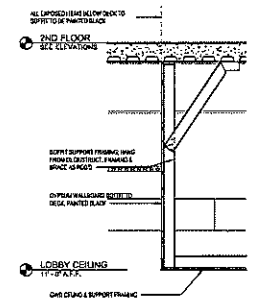
GENERAL NOTES - REFLECTED CEILING PLAN

1. ALL CEILING HEIGHTS SHALL BE TAKEN A.F.F.
2. FOR REFLECTED CEILING PLANS REFER TO A2.50 SERIES OF DRAWINGS
3. FOR REFLECTED CEILING PLANS IN UNITS REFER TO A2.20 & A2.30 SERIES OF DRAWINGS.
4. ALL ELECTRICAL DEVICES AND FIRE SPRINKLER HEADS SHALL BE LOCATED WITHIN THE CENTER OF TILE, TYPICAL.
5. ALL LIGHTING TO BE OWNER SUPPLIED, ELECTRICAL CONTRACTOR INSTALLED, U.N.O.
6. ELECTRICAL SUB-CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LIGHTING PHOTOMETRIC FOR ALL EXTERIOR & INTERIOR SPACES TO MEET OR EXCEED CODE, BRAND AND LEED CRITERIA.
7. PROVIDE EMERGENCY LIGHTING INTEGRAL WITH LIGHT FIXTURES AS REQUIRED.
8. LIGHTING SHOWN FOR GENERAL DOOR ONLY, E.C. TO PROVIDE LIGHTING PER CODE (LIGHT LEVELS, LAYOUT, FUNCTION, TYPE, ETC.). ANY VARIATIONS TO PLAN AS SHOWN SHALL BE APPROVED BY ARCHITECT & OWNER PRIOR TO INSTALLATION. COORDINATE WITH OWNER'S REPRESENTATIVE FOR CODE REQUIRED FIXTURE QUANTITIES.
9. PROVIDE LED EXIT LIGHTS PER CODE.
10. V.I.F. CEILING SPRINKLER LOCATIONS.
11. PROVIDE 2ND CONTROL JOINTS NO MORE THAN 30' ON CENTER - LAYOUT T.B.D.
12. PROVIDE MOISTURE RESISTANT GWB OR ACT IN "WET" AREAS LIKE BATHROOMS AND POOL ROOM.
13. PLUMBING HOT AND COLD WATER SUPPLY MAINS TO BE LOCATED ABOVE 2ND FLOOR CEILING. UNIT PLUMBING FEED (SHUT-OFF VALVE FOR UNIT STACKS) TO BE LOCATED IN ACT CEILING ADJACENT TO UNIT, U.N.O. PLUMBING FEEDS TO ENTER ABOVE UNIT BATHROOM, TYPICAL.

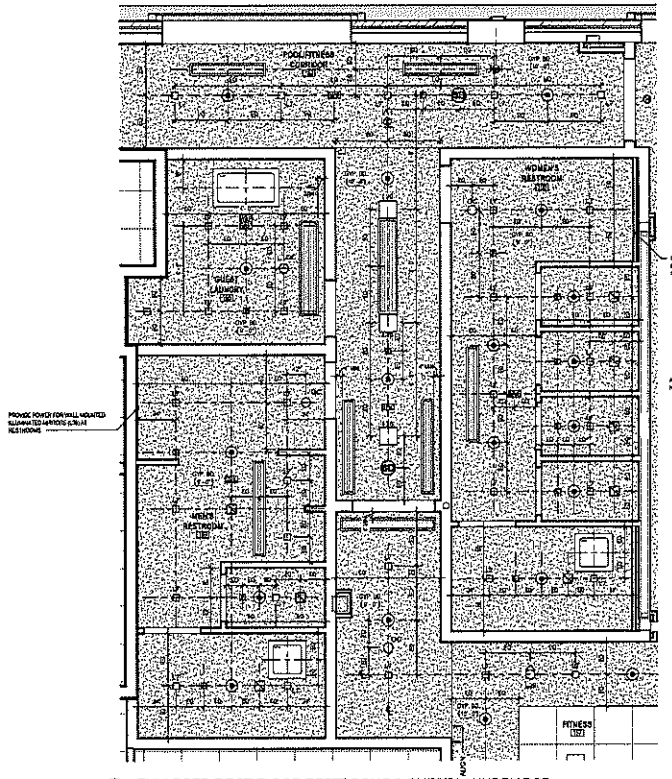


5 MOXY BOOKCASE SOFFIT
SCALE: 3/4" = 1'-0"

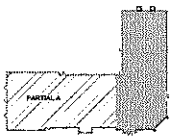
4 MOXY LOBBY BAR SOFFIT
SCALE: 3/4" = 1'-0"



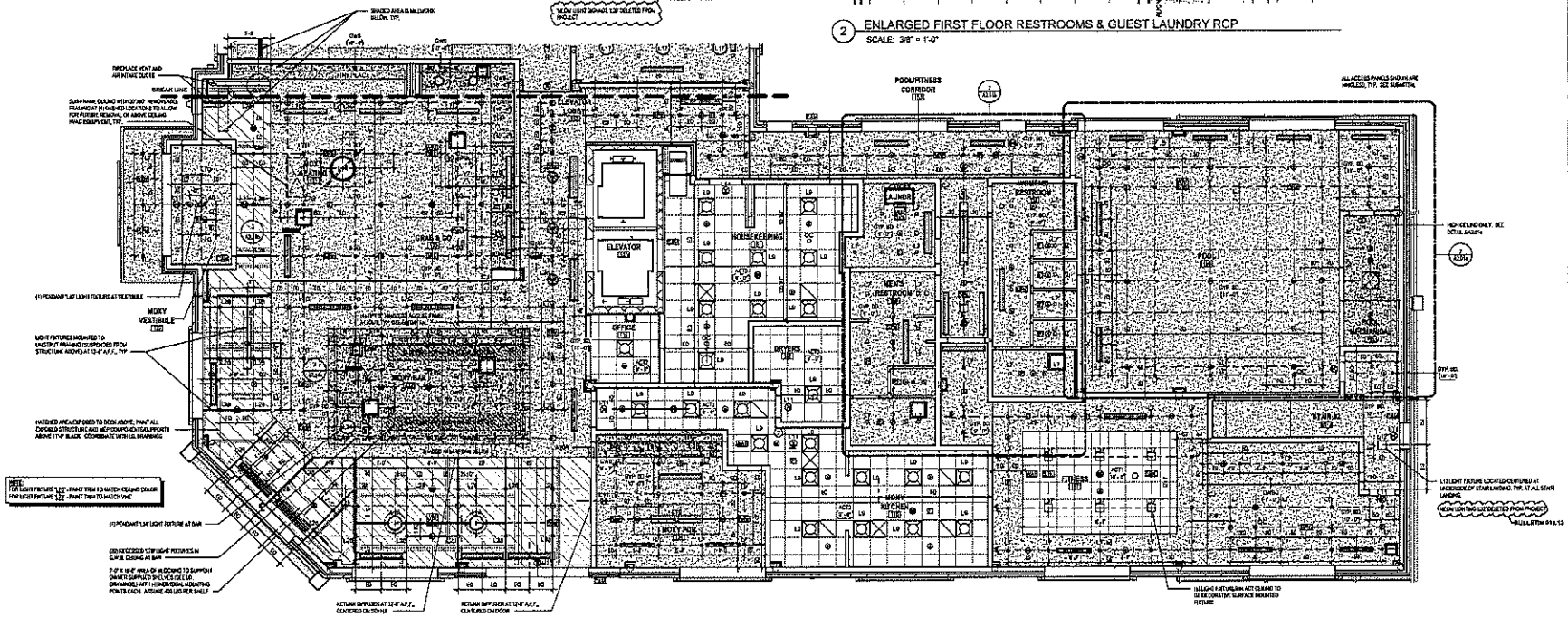
3 MOXY LOBBY 'OPEN' CEILING SOFFIT
SCALE: 3/4" = 1'-0"



2 ENLARGED FIRST FLOOR RESTROOMS & GUEST LAUNDRY RCP
SCALE: 3/8" = 1'-0"



RCP KEY PLAN



1 ENLARGED FIRST FLOOR RCP - PARTIAL B
SCALE: 3/16" = 1'-0"

PROCON
CONNECT - CREATE - CONSTRUCT
PO BOX 4430
MANCHESTER NH 03108
603.623.8511
PROCONINC.COM

PROJECT

DUAL BRAND HOTEL AT THOMPSON'S POINT

RESIDENCE INN AND MOXY BY MARRIOTT
220 THOMPSONS POINT ROAD, PORTLAND, ME 04102

Date	Issue Description
5/10/2024	90% SET
6/7/2024	100% SET
7/5/2024	PERMIT SET
7/19/2024	ADDITIONAL PERMIT SET
8/16/2024	ADDITIONAL PERMIT SET
10/4/2024	PERMIT
10/11/2024	PERMIT
10/25/2024	FOR SUBSTITUTION CONSTRUCTION
12/6/2024	FOR CONSTRUCTION
1/3/2025	PERMIT
1/10/2025	PERMIT
1/17/2025	PERMIT
1/24/2025	PERMIT
1/31/2025	PERMIT
2/7/2025	PERMIT
2/14/2025	PERMIT

PROFESSIONAL SEA

Architect: EA
Drawn By: MC/KC/DJ/DH/JM
Project No.: 2206
Copyright: 2024 PROCON LLC

Drawing (Sheet Title):
ENLARGED RCP - 1ST FLOOR PLAN PARTIAL B

Drawing (Sheet) Number:
A2.51b

Residence Inn and Moxie_Class IA Inn_220 Thompsons Point

Zoning <zoning@portlandmaine.gov> Fri, Jun 5, 2026 at 4:05 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,

BLDC2025-04460 has been issued with a legal use of hotel. 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

Sound Mitigation Review

Date: 6/16/2026

Business Residence Inn & Moxie

Applicant Jenni8fer Stebbins

DESCRIPTION	yes	no
Sound system appropriate for the size venue	Yes	
Performance space located in an appropriate location	na	
Performance space facing in an appropriate direction to control sound	na	
Surrounding surfaces appropriate to control sound	Yes	
Additional sound absorbing features		
additional notes		
Approved	Yes	

DIRECT ALL INQUIRIES TO:

Kevin Schneck

(207) 756-8433

kschneck@portlandmaine.gov

Legal Advertisement

Notice of Public Hearing
City of Portland

A Public Hearing will be held on July 20, 2026 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of Portland Point Hotel LLC, dba Residence Inn & Moxy Portland Thompson's Point. Application for Class 1A (41+ Rooms Innholder) with Outdoor Dining on Private Property and Combined Entertainment at 220 Thompson's Point Road - Sponsored by Danielle P. West, City Manager

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

July 7, 2026

Portland Point Hotel LLC
1359 Hooksett Road
Hooksett, NH 03106

Re: Approval of Portland Point Hotel LLC, dba Residence Inn & Moxy Portland Thompson's Point. Application for Class 1A (41+ Rooms Innholder) with Outdoor Dining on Private Property and Combined Entertainment at 220 Thompson's Point Road

Dear Portland Point Hotel LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday July 20, 2026 at 4:00 p.m., for the review of application for Class 1A (41+ Rooms Innholder) with Outdoor Dining on Private Property and Combined Entertainment at 220 Thompson's Point Road. 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: 150451 Job Type: New Application

LICENSE TYPE	APPLICATION DATE RECEIVED
On-Premises: Beer, Wine & Spirits	2026-05-21

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME	LICENSEE TYPE
Portland Point Hotel LLC	Limited Liability Company
DOING BUSINESS AS	CORPORATE NUMBER
Thompson's Point Moxy Lounge	20231824FC
INCORPORATION DATE	
2022-12-08	

CORRESPONDENCE ADDRESS

1359 Hooksett Road Hooksett NH 03106

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME	PREFERRED CONTACT METHOD
Elizabeth Reardon	Email
CONTACT PHONE	ALTERNATE PHONE
(603) 518-2143	(603) 777-7316
FAX	EMAIL
	ereardon@xsshotels.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
XS Portland Point Hotel LLC	Manager	Portland Point Hotel LLC	79
Forefront Hoteliers, LLC		Portland Point Hotel LLC	15
Cathartes Thompson Point Hotel LLC		Portland Point Hotel LLC	6

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Hotel

PREMISES NAME

Residence Inn & Moxy Portland Thompson's Point

OPERATOR

Christopher Rossi

PHYSICAL ADDRESS

220 Thompson's Point Road Portland ME 04102

MAILING ADDRESS

1359 Hooksett Road Hooksett NH 03106

CONTACT NAME

Elizabeth Reardon

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(603) 518-2143

ALTERNATE PHONE

FAX

EMAIL

ereardon@xsshotels.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
   20231824FC

2. What is your expected start date?

   7/2/2026

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

   No

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

   No
   See attached.

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?

   Yes
   (document uploaded)

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 Rossi.
   01/29/1996

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?

1359 Hooksett Road, Hooksett, NH 03106

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

Hotel is operational 24/7
F&B Hours: at times between 6:00am-2:00am

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.

King Middle School - 1.5 miles
Rise Church - 1 mile

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

Yes
148

24 Do you have a food menu?

Yes
(document uploaded)

25 How many seats do you have? Include indoor and outdoor seating.

Indoor: 142
Outdoor: 35

26 How many bathrooms do you have available to patrons?

4

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.

The Residence Inn/Moxy Hotel Portland Thompson Point is a 148 room dual branded hotel with a shared public space. The hotel will offer alcoholic beverage service on the first floor in multiple spaces including two (2) seasonal enclosed outdoor patios as shown on the attached seating/occupancy chart and floor plans.

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Supplemental Ownership Form	Portland Point Hotel LLC_Supplemental Ownership Forms.pdf	
Food Menu	Moxy Menu 4.14.26 (2).pdf	
Premises Floor Plan	Portland Point Hotel LLC_Seating-Occupancy Charts.pdf	SEATING & OCCUPANCY MATRICES
Other	Deed Book 40395 Page 328 - QD FPI to PPH	DEED

	10.2.23.pdf
Other	2023-10-02 Portland Point Hotel LLC Operating Agreement.pdf
Other	1st Am to Portland Point Hotel Operating Agmt 022425.pdf
Premises Floor Plan	2208_ARCH LIQUOR LICENSE PLANS 5-21-2026.pdf
Maine Health or Agriculture License	MUN HIP Application mailed 5.21.26.pdf

APPLICANT

Elizabeth Reardon

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 Point Hotel LLC, dba Residence Inn & Moxy Portland Thompson's Point. Application for Class 1A (41+ Rooms Innholder) with Outdoor Dining on Private Property and Combined Entertainment at 220 Thompson's Point Road

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 29, 2026

SUBJECT: Order 3-26/27 Granting Municipal Officers' Approval of Kieu Tran LLC, dba Pho Viet. Application for Class XI Restaurant/Lounge at 865 Forest Avenue - 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 6/16/26. Location was previously Paella Seafood.

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. 2026.07.20_Pho Viet_Council Packet
2. 2026.07.20_Pho Viet_Council Order

Prepared by:
Date: 06/29/2026

Pho Viet
865 Forest Ave.
Portland, ME 04103
June 11, 2026

The honorable mayor Mark Dion
City Hall
Portland, ME 04101

Dear Mayor Mark Dion,
I, Kieu Tran would like to invite you to celebrate the grand opening of Pho Viet, which strengthens our local community. I would love for you to join our ribbon cutting 11am on July 25, 2026 at 865 Forest Ave in Portland. There will also be a tasting at our facility. We look forward to seeing you to mark this milestone.

Sincerely,
Kieu Tran

7868-2026

City of Portland - Business Licensing and Housing Safety Division

Online Liquor and Food License Application

Read all information below before continuing

The serving of food and alcoholic beverages in Portland Maine requires:
Portland Municipal Food Service Establishment with Alcoholic Beverages License
State of Maine On-Premises License, and
State of Maine - Municipal Eating and Lodging License Application HHE-638

Before submitting an application to the Business Licensing Office:
- Call the Bureau of Alcoholic Beverages and Lottery Operations (BABLO) in Augusta at 207-624-7220, to determine which class of liquor license should be applied for based on the business model. Delays may occur if the wrong license is applied for and changes need to be made.
- Contact the Portland Zoning/Code Enforcement office at 207-874-8703 to determine if the business address is zoned for use as a restaurant, bar, or brewery.
- Establishments that wish to have entertainment in the Downtown District Overlay Zone (primarily the Old Port) should check with Business Licensing at 207-874-8557 to determine if the business meets required setbacks and is eligible for an entertainment/dance license.
- Contact the Historic Preservation Division at 207-874-8726 for specific requirements if the establishment is located in a Historic District. Visit https://www.portlandmaine.gov/490/Historic-Preservation to determine the district.

The application must be complete in order to be accepted and processed. **Applications must be submitted at least four (4) weeks prior to the Council meeting.** Applications may be delayed for special circumstances of the City Council (e.g. full agenda in budget season)

For council dates please click here

What is Needed to Apply:
- Completed State application for alcohol (including Corporate Supplement, if applicable) submitted through BELLS (https://alcohol.maine.gov/): provide the File Number and date of submission
- Letter of intent addressed to the Mayor and Members of the City Council
- City application for food & alcohol
  - City application for Entertainment (if applicable)
  - Outdoor Dining application (if applicable)
- Diagram showing layout of the premises (PDF)
- Menu (PDF)
- Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)
- Payment of fees: New application, Health Inspection, Criminal History Check, License Fees and Legal Advertisement deposit. An invoice will be created upon completion of application.

After submitting an application to the Business Licensing Office:
- Submit completed State of Maine Municipal Eating and Lodging License Application (HHE-638) to: Health Inspection Program, 286 Water Street 3rd Floor, Augusta ME 04333-0011
- Applicants will receive an email letter confirming the date, time, and location of the City Council meeting.
- Establishments are recommended to schedule inspections AFTER Council approval. If there are questions for inspectors, please find their numbers on the accompanying page.

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	153911
Date of Submission of Maine B.E.L.L.S. application:	06/14/2026
Name of Establishment (Doing Business As)	Pho Viet

Physical Location of Establishment (Street Address)	865 Forest Ave
What is the business' ownership structure?	Corporation/LLC/Non-Profit Organization
Name of Corporation, LLC, or Non-Profit Organization	Kieu Tran LLC
Business Mailing Address	865 Forest Ave
City	Portland
State	Maine
ZIP	04103
Business Phone	2079511498
Establishment Email	Erikchau123@yahoo.com
Contact Person Name	Kieu Tran
Contact Person Phone	2079511498
Contact Person Email	Erikchau123@yahoo.com
What is your targeted opening date?	07/25/2026

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

1. Name
   Kieu Tran

   Street Address of Primary Residence
   1571 Hotel rd

   City
   Auburn

   State
   Maine

   ZIP
   04240

   Birth Date
   01/20/1977

Corporation/LLC Name	Kieu Tran LLC
Corporate Mailing Address	1571 Hotel rd
City	Auburn
State	Maine
ZIP	04240
Primary Contact Person	Kieu Tran
Contact Phone	2079511498
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

Kim Trinh

Date of Birth

07/20/1999

Phone

2077565996

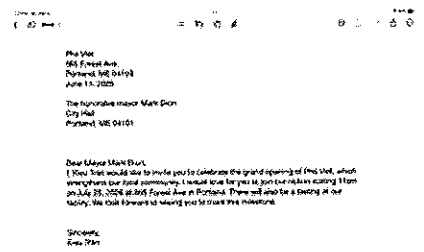
Email

Kimberly.trinh@ymail.com

Owner of Premises (Landlord) Name	Steve Mareigan
Address of Premises Owner (Landlord)	865 Forest Ave
City	Portland
State	Maine
ZIP	04103
Owner of Premises (Landlord) Phone	2078318762
Owner of Premises (Landlord) Email	Avenueautoco@gmail.com
Type of Food Served:	Asian cuisine
Please select all that will be served:	• Beer • Wine
Days and Hours of Operation:	Everyday 11am-9pm
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.)	NO
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

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	
Floorplan/Layout of the premises	document_1781479402.pdf
Menu	CANVA_PROOF_GFxB2gVTrOK9_923907c2703fe415ccd257675adc7157cfbe7bf8c5e7e569baccd539fcfaf Saigon Pho Menu.pdf
Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)	document_0_260614112438.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.

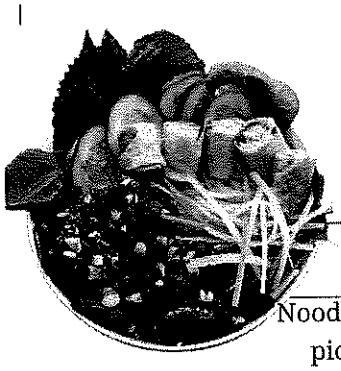
It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive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

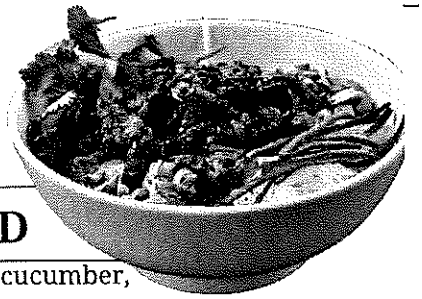
Signature	
Name of Signatory	Kieu Tran
Title of Signatory	Owner
Date	06/13/2026

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!





VERMICELLI NOODLE SALAD

Noodle bowls are served with vermicelli noodle, lettuce, bean sprout, cucumber, pickles, fresh herbs, peanut, crispy shallot, served with sweet & sour sauce.

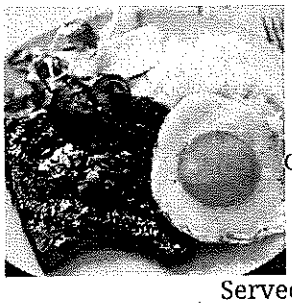
V1. GRILLED SLICED PORK 21
Grilled marinated pork, vermicelli noodles and vegetables.

V2. GRILLED SLICED BEEF 22
Grilled marinated beef , vermicelli noodles and vegetables.

V3. FRIED EGG ROLL 20
Fried egg roll, vermicelli noodles and vegetables.

V4. GRILLED JUMBO SHRIMP 24
Grilled marinated shrimp, vermicelli noodles and vegetables

V5. SHRIMP SUGARCANE 24
Grilled shrimp over sugarcane, vermicelli noodles and vegetables



V6. FRIED TOFU 19
Fried tofu cubes, vermicelli noodles and vegetables

V7. GRILLED PORK & EGG ROLL 22
Grilled marinated pork, fried egg roll, vermicelli noodles and vegetables

V8. GRILLED SHRIMP & EGG ROLL 24
Grilled marinated shrimp, egg roll, vermicelli noodles and vegetables

V9. GRILLED CHICKEN 22
Grilled marinated chicken , vermicelli noodles and vegetables.

V10. GRILLED SHRIMP, PORK, EGG ROLL 24
Grilled marinated shrimp, pork, egg roll, vermicelli noodles and vegetables

V11. GRILLED SHRIMP, BEEF & EGG ROLL 26
Grilled marinated shrimp, beef, egg roll, vermicelli noodles and vegetables

RICE PLATES

Served over a bed of lettuce, cucumber, tomato, fried eggs, and sweet & sour sauce on the side.

R1. GRILLED SLICED PORK OVER RICE 22

R2. GRILLED PORK CHOP OVER RICE 22

R3. GRILLED CHICKEN OVER RICE 22

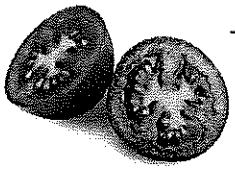
R4. GRILLED SHRIMP OVER RICE 23

R5. GRILLED BEEF OVER RICE 24

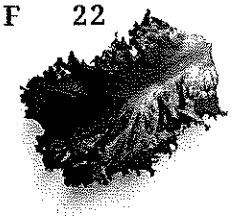
R6. YANG CHAU FRIED RICE 23

R7. SEAFOOD FRIED RICE 24

R8. FRIED RICE WITH BEEF 22

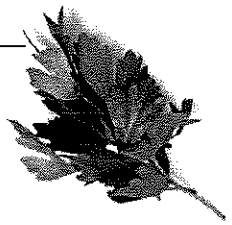


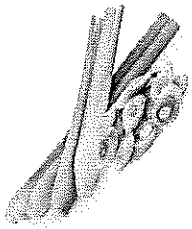
R9. COMBO PORK OVER RICE 24
Grilled pork chop, Vietnamese ham, shredded pork skin; and fried eggs over jasmine white rice, lettuce, cucumber, and tomato. Served with sweet & sour sauce on the side.



STIR FRY ENTREES

SERVED WITH JASMINE WHITE RICE.





S1. GARLIC
Sautéed in garlic sauce with bell peppers and onions.

S2. LEMONGRASS
Sautéed in lemongrass sauce with bell peppers and onions.

S3. GARDEN BROCCOLI
Sautéed in brown sauce on a bed of broccoli.

S4.CURRY
Thai curry with lemongrass, green pepper, red pepper, carrot, and broccoli.

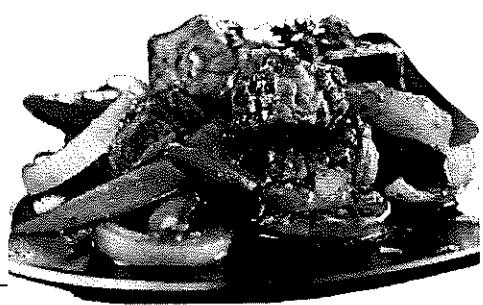
Step 2: Pick a protein

- **Vegetables 18**
- **Tofu 19**
- **Chicken 20**
- **Beef 22**
- **Pork 20**
- **Shrimp 22**
- **Calamari 22**
- **Seafood 24**

SIDE ORDERS

WHITE RICE	6
FRIED RICE	9
FRIED EGG	2
BROTH	10
EGG ROLL (2)	6
SHRIMP EGG ROLL (2)	7

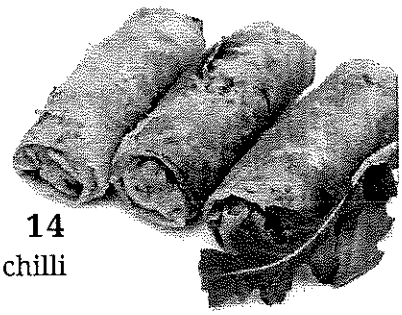
TOFU	6
MEATBALL	7
GRILLED CHICKEN	7
GRILLED PORK	7
GRILLED BEEF	8
GRILLED SHRIMP	8
VEGETABLES	6



Optional spice levels

mild medium hot fire

APPETIZERS



A1. VEGETABLE SPRING ROLLS 11
Vietnamese fresh-wrapped rolls, with vermicelli noodles, lettuce and mints.

A2. Tofu spring rolls 11
Vietnamese fresh-wrapped rolls, with vermicelli noodles, lettuce, mint, and tofu.

A3. CHICKEN SPRING ROLLS 11
Vietnamese fresh-wrapped rolls, with chicken, vermicelli noodles, lettuce, carrot, mint, and cucumber.

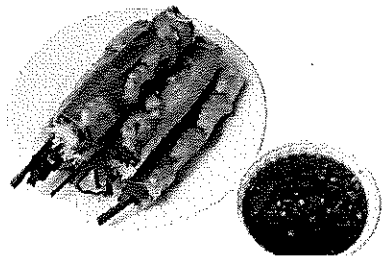
A4.SHRIMP SPRING ROLL 12
Vietnamese fresh-wrapped rolls, with shrimp, vermicelli noodles, lettuce, carrot, mint, and cucumber.

A5. CRISPY EGG ROLL 12
(4) Vietnamese fried crispy pork egg rolls. Served with sweet & sour sauce.

A6. SHRIMP EGGROLLS 14
(4) Vietnamese fried shrimp egg rolls. Served with sweet and sour sauce.

A7.BEEF SATAY 12
(4) Grilled beef flank on skewers, served with peanut dipping sauce.

A8. CHICKEN SATAY 11
(4) Grilled chicken breasts on skewers, served with peanut dipping sauce.



A9.CHICKEN WINGS 14
(4) wings served with sweet chilli dipping sauce.

A10. FRIED CALAMARI 24
Calamari rings are breaded and fried until golden for a delightful appetizer.

A11. SHRIMP BIKINI 26
Shrimp marinated, battered and deep fried.

A12. CRAB RANGOON 12
Crab meat mixed with cream cheese wrapped in crispy wonton skin. Served with sweet and sour sauce.

A13. BANH MI SANDWICH BEEF 15
Juicy, tender, buttery beef & pate with crispy pickled carrot & daikon, cucumber, and cilantro on a freshly bake baguette.

A14.BANH SANDWICH COMBO 15
Traditional Vietnamese sandwich with meat combo, crispy pickled carrot and daikon,cucumber, and cilantro.

A15. BANH MI PORK 15
Pork with butter and pate with crispy pickled carrot & daikon, cucumber, and cilantro on a freshly bake baguette.

A16. BANH MI CHICKEN 15
Chicken with butter and pate with crispy pickled carrot & daikon, cucumber, and cilantro on a freshly bake baguette.

A17. BANH MI TOFU 14
Tofu and pate with crispy pickled carrot & daikon, cucumber, cilantro, and butter on a freshly bake baguette.

PHỞ NOODLE SOUP

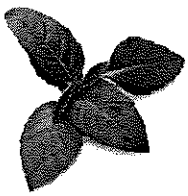
Vietnamese Phở broth with fresh rice noodles; served with bean sprouts and mixed herbs.
Extras will be listed in side order.

P1. HOUSE LARGE 23
Noodle Soup with rare eye round steak slices, well done flank, tendon, and beef meatballs

P2. STEAK & FLANK 21
Noodle soup with rare eye round steak slices and well-done flank

P3. RARE STEAK & BEEF BALLS 21
Noodle soup with rare eye round steak slices and beef meatballs

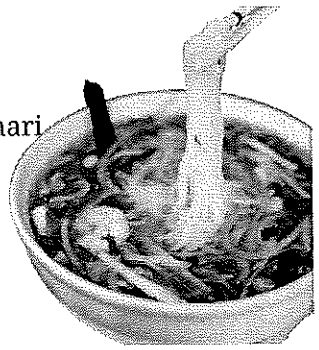
P4. CHICKEN PHỞ 20
Noodle soup with chicken



P5. BEEF BALLS 20
Noodle soup with beef meatballs

P6. VEGETABLES PHỞ 19
Noodle soup with vegetables

P7. TOFU PHỞ 19
Noodle soup with tofu



P8. SEAFOOD PHỞ 23
Noodle soup with shrimp and calamari

P9.RARE STEAK 20
Noodlesoup with rare steak.

P10. SHRIMP PHO 22
Noodle soup with shrimp.

SPECIAL NOODLE SOUP

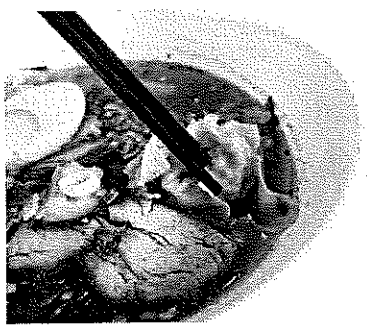
Noodle soup served with a plate of bean sprouts, lettuce, lime, and jalapenos

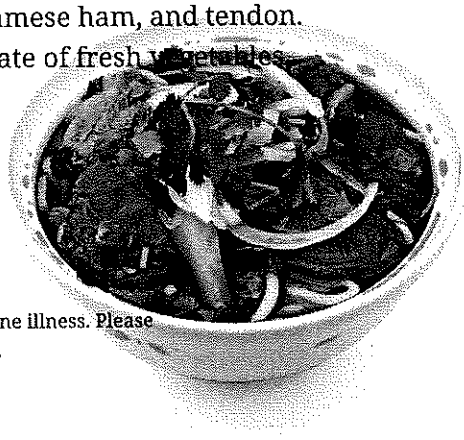
E1. BEEF STEW NOODLE SOUP 23
Beef stew soup with egg noodles or rice noodles or banh mi, veggies and tendon.

E2. CHOWFOON NOODLE SOUP 21
Soup with flat rice noodles, shrimp, pork, and beef balls

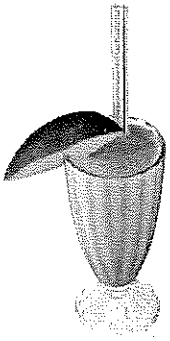
E3. WONTON NOODLE SOUP 22
Egg noodle soup with chicken & shrimp wonton and slices of roast pork.

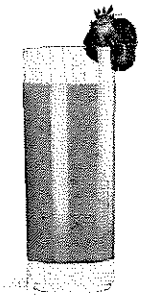
E4. BÚN BÒ HUẾ 23
Spicy Vietnamese noodle soup with beef, two traditional Vietnamese ham, and tendon.
Served with a plate of fresh vegetables





*Consuming raw or uncooked meat or eggs may increased your risk of foodborne illness. Please inform your server if a person in your party has a food allergy.





SMOOTHIES

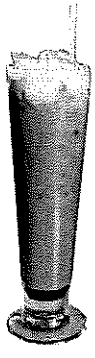
AVOCADO	9.50
PINAPPLE	9.50
DURIAN	9.50
STRAWBERRY	9.50
MANGO	9.50
TARO	9.50
WATERMELON	9.50

YAKULT FRESHER

WATERMELON	9.50
PEACH	9.50
STRAWBERRY	9.50
PINEAPPLE	9.50
MANGO	9.50
ORANGE	9.50

BEVERAGES

D1. HOT EXPRESSO & SUGAR	8.50
D2. ICED EXPRESSO & SUGAR	8.50
D3. HOT EXPRESSO & CONDENSE MILK	8.50
D4. ICED EXPRESSO & CONDENSE MILK	8.50
D5. THAI ICE TEA	8.50
D6. LEMON ICE TEA	8.50
D7. FRESH SQUEEZE LEMONADE	8.50
D8. HOT TEA	4
D9. COCONUT JUICE	8.50
D10.BOTTLED WATER	1.50
D11. SODA Root beer, Coke, Diet Coke, Sprite, Ginger Ale, club	3



Add boba pearls to any drink for an extra $1.50

BEER

HEINEKEN	5.75	STELLA ARTOIS	5.25
CORONA	5.25	MICHELOB ULTRA	5.25
BUD LIGHT	4.75	CONE HEAD	5.25
MODELO	5.25	PAULANER LAGER	5.25
ESTRELLA	5.25	PAULANER HEFE-WEIZEN	5.25
SHIPYARD IPA	5.25		

WINE

GLASS 5 BOTTLE 25

101 NORTH-PINOT GRIGIO

101 NORTH-CHARDONNAY

101 NORTH-CABERNET

ASTICA-MALBEC

GUENOC-PINOT NOIR

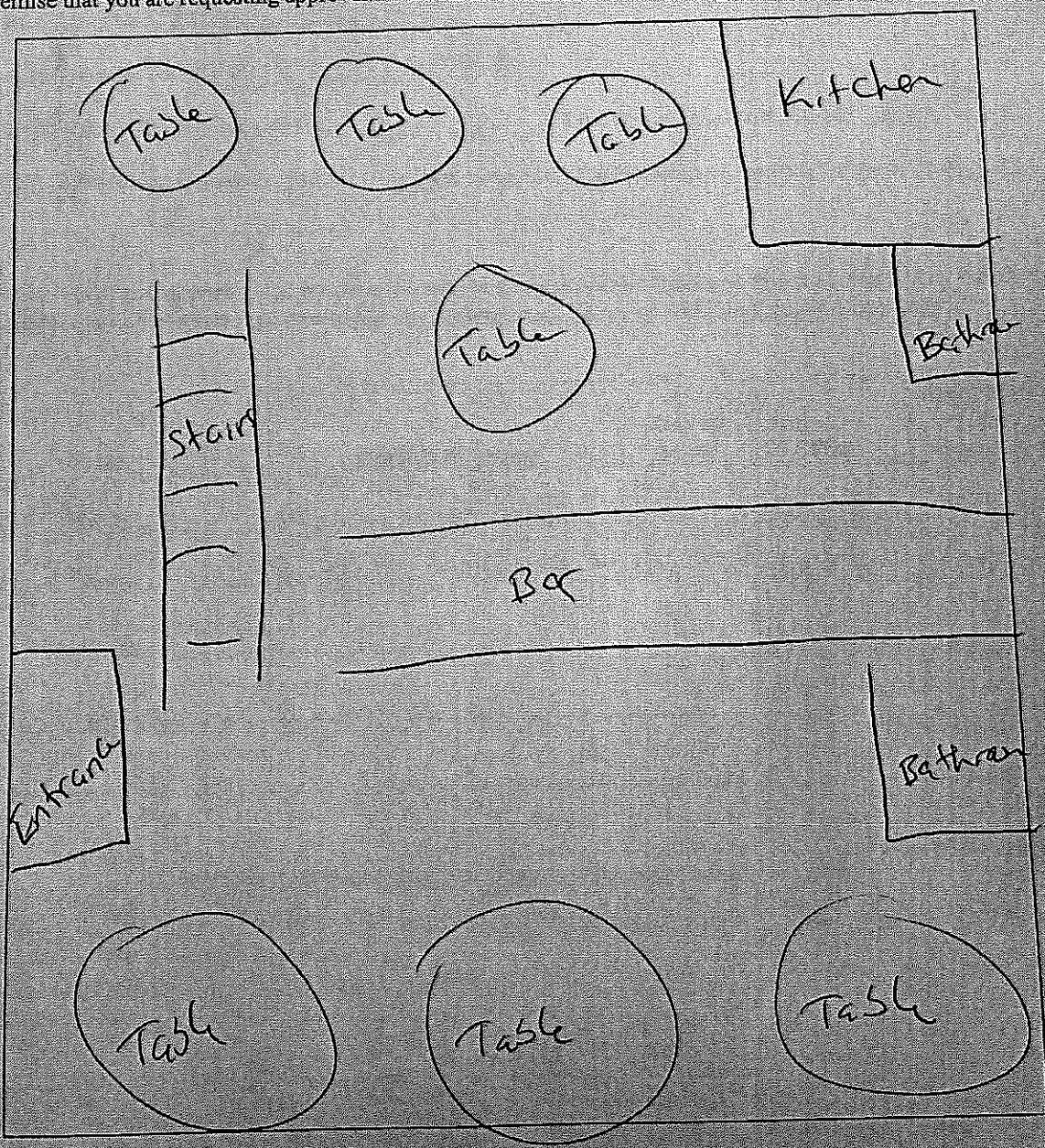
JOSH-CABERNET

Saigon Pho Restaurant

Section VI Premises Floor Plan

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

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



portland

Zachary Lenhert <zlenhert@portlandmaine.gov>

Pho Viet_Class XI Rest-Lounge_865 Forest

Zoning <zoning@portlandmaine.gov> Thu, Jun 18, 2026 at 4:13 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 both units at 865 Forest AVE. 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 July 20, 2026 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of Kieu Tran LLC, dba Pho Viet. Application for Class XI Restaurant/Lounge at 865 Forest Avenue - Sponsored by Danielle P. West, City Manager

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

July 7, 2026

Kieu Tran LLC
865 Forest Avenue
Portland, ME 04103

Re: Approval of Kieu Tran LLC, dba Pho Viet. Application for Class XI Restaurant/Lounge at 865 Forest Avenue

Dear Kieu Tran LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday July 20, 2026 at 4:00 p.m., for the review of application for Class XI Restaurant/Lounge at 865 Forest Avenue. 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: 153911 Job Type: New Application

LICENSE TYPE On-Premises: Beer, Wine & Spirits	APPLICATION DATE RECEIVED 2026-06-01
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Kieu Thanh Tran, LLC	LICENSEE TYPE Limited Liability Company
DOING BUSINESS AS	CORPORATE NUMBER 202609975DC
INCORPORATION DATE 2026-04-13	
CORRESPONDENCE ADDRESS 1571 Hotel road Auburn ME 04210	
MAILING ADDRESS	
PHYSICAL ADDRESS	
CONTACT NAME Kieu Tran	PREFERRED CONTACT METHOD Email
CONTACT PHONE (617) 642-7382	ALTERNATE PHONE (207) 951-1498
FAX	EMAIL viviantrankieu@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Kieu Thanh Tran	Owner		100

ADDITIONAL INFORMATION

MANAGED BY AGENT
No

PREMISES TYPE
Class A Restaurant/Lounge

PREMISES NAME
PHO VIET

OPERATOR
Chau Q. Dang

PHYSICAL ADDRESS
865 Forest Avenue Portland ME 04103

MAILING ADDRESS
865 Forest Avenue Portland ME 04103

CONTACT NAME
Kieu Tran

PREFERRED CONTACT METHOD
Email

CONTACT PHONE
(617) 642-7382

ALTERNATE PHONE

FAX

EMAIL
viviantrankieu@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
   202609975DC

2. What is your expected start date?

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

   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 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?

Chau Q. Dang December 31, 1971

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?

865 Forest Avenue, Portland, ME 04103

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

9am-10pm Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday

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.

.9 miles Cheverus High School

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

No

24 Do you have a food menu?

No

25 How many seats do you have? Include indoor and outdoor seating.

50 seats

26 How many bathrooms do you have available to patrons?

2 full bathrooms

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.

Bar section and dining room section

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	1000011315.jpg	Details and Diagram
Supplemental Ownership Form	1000011316.jpg	Affidavit

APPLICANT

Kieu Tran

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:

Kieu Tran LLC, dba Pho Viet. Application for Class XI Restaurant/Lounge at 865 Forest Avenue

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 29, 2026

SUBJECT: Order 4-26/27 Granting Municipal Officers' Approval of The Otherside Diner INC, dba The Otherside Diner. Application for Class III & IV at 500 Washington Avenue - 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 6/15/26. 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. 2026.07.20_Otherside_Council Packet
2. 2026.07.20_Otherside_Council Order

Prepared by:
Date: 06/29/2026

Hello City Council and Mayor,

My name is Danielle Dubois. I am a Portland, Maine Native and would like to achieve my dream of opening a Diner. The Otherside Diner, on 500 Washington Ave, to be exact. I have worked there for over a year and the Chef/Owner Pete Sueltanfuss was looking to slow down and spend more time with his family coaching baseball. He is working closely with me to help transfer the diner over to me. My fiancé, Daniel Washington, will be running the diner with me as well. We met just under 7 years ago and have raised his daughter together since she was born. He has cooked for over 20 years and is currently a well respected employee of the Salvation Army on Warren Ave.

Our Plans for The Otherside Diner are to remain close to the current concept while streamlining the menu. We plan to maintain current hours of operation which are Mon-Fri 8am-2pm and Sat-Sun 8am-3pm. We will also serve beer and wine. Once we've got our feet settled, we would like to grow the business into dinner service and serve liquor. I am a firm believer in giving back to the community and would like to donate to various causes.

We are eager to be apart of this business community and give back.

Danielle Dubois

Daniel Washington

(207)650-0121

(720626-2887

500 Washington Ave

Portland Maine 04103

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 III & IV (Malt & Vinous License) $906.00
Maine B.E.L.L.S. File/Tracking Number	157548
Date of Submission of Maine B.E.L.L.S. application:	06/12/2026
Name of Establishment (Doing Business As)	The Otherside Diner
Physical Location of Establishment (Street Address)	500 Washington Ave
What is the business' ownership structure?	Corporation/LLC/Non-Profit Organization
Name of Corporation, LLC, or Non-Profit Organization	The Otherside Diner Inc
Business Mailing Address	1915 Congress St
City	Portland
State	Maine
ZIP	04102
Business Phone	2076500121
Establishment Email	bougie4noreason@outlook.com
Contact Person Name	danielle dubois
Contact Person Phone	2076500121
Contact Person Email	bougie4noreason@outlook.com
What is your targeted opening date?	07/01/2026

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**

danielle dubois

Street Address of Primary Residence

1915 Congress St

City

PORTLAND

State

Maine

ZIP

04102

Birth Date

06/15/1986

ii. **Name**

Daniel Washington

Street Address of Primary Residence

1915 Congress St

City

PORTLAND

State

Maine

ZIP

04102

Birth Date

02/10/1988

Corporation/LLC Name	The Otherside Diner Inc
Corporate Mailing Address	bougie4noreason@outlook.com
City	PORTLAND
State	Maine
ZIP	04102
Primary Contact Person	danielle dubois

Contact Phone	2076500121
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?	YES
If Yes, please explain:	daniel washinhton made a mistake over 7 years ago and resulted in a misdemeanor petty theft conviction since then there's been no violation of

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

On-Site Managers

i. **Name**

Danielle Dubois

Date of Birth

06/15/1986

Phone

2076500121

Email

bougie4noreason@outlook.com

ii. **Name**

Daniel Washington

Date of Birth

02/10/1988

Phone

7206262887

Email

bougie4noreason@outlook.com

Owner of Premises (Landlord) Name	Lou Woods
Address of Premises Owner (Landlord)	500 Washington Ave
City	Portland
State	Maine

ZIP	04103
Owner of Premises (Landlord) Phone	2074506128
Owner of Premises (Landlord) Email	lcwoods@ampartners.me
Type of Food Served:	Breakfast and lunch food
Please select all that will be served:	• Beer • Wine
Days and Hours of Operation:	Mon-Fri 8am-2pm Sat-Sun 8am-3pm
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.)	NO
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

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	letter of intent.docx
Floorplan/Layout of the premises	floor plan.pdf

Menu	menu 1 (2).pdf menu 1 (2) (1).pdf
Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)	20260603 OSD PURCHASE &SALE AGREEMENT.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.

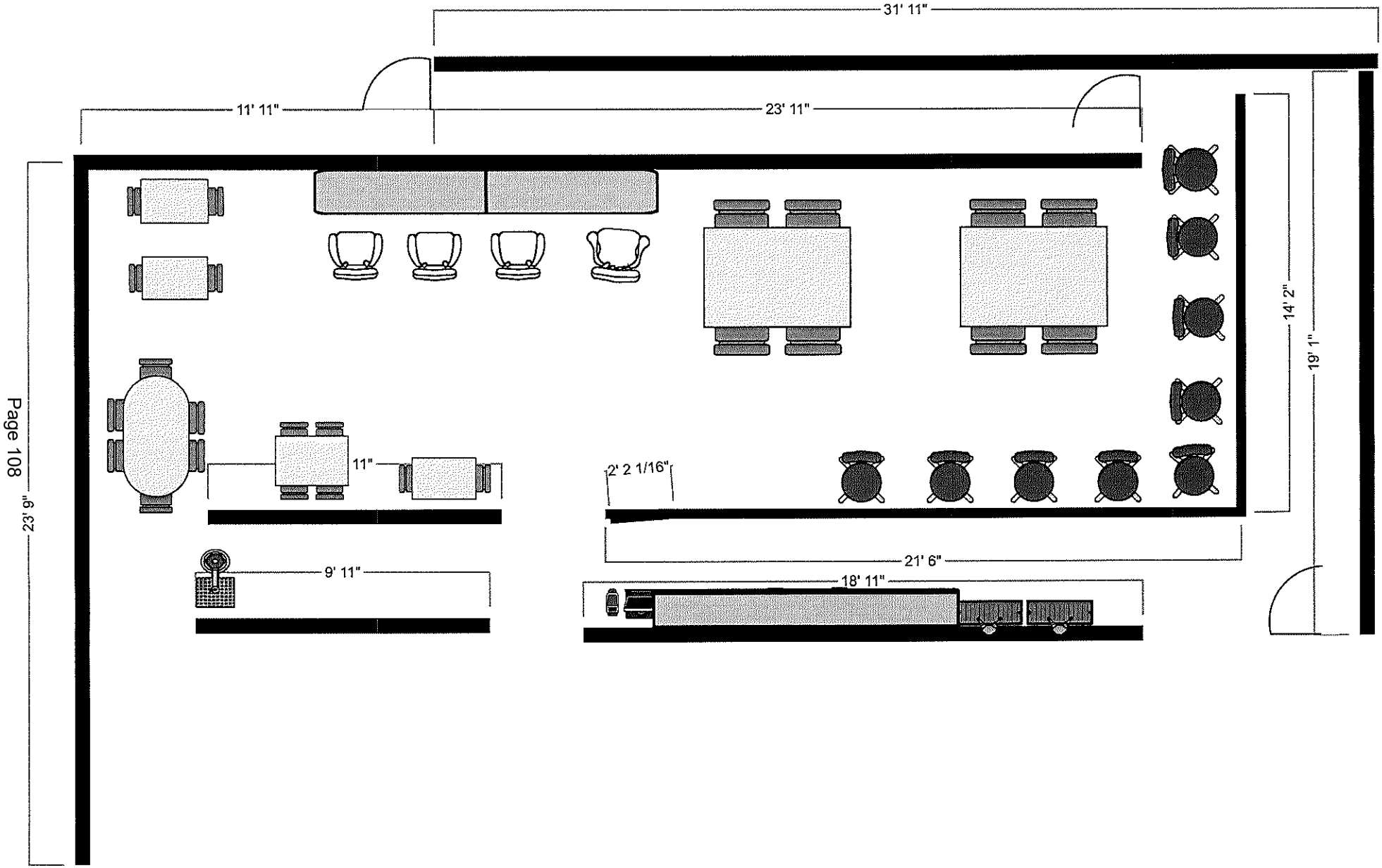
Signature	
Name of Signatory	danielle dubois
Title of Signatory	President/Owner
Date	06/15/1986

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!

15' 10"
11 7/8"
13'
23' 5"
9' 2"
7' 2"
5' 5 1/8"
2' 2 5/16"
10' 2"


31' 11"
11' 11"
23' 11"
23' 9"
14' 2"
19' 1"
11"
2' 2 1/16"
9' 11"
21' 6"
18' 11"

OTHER SIDE DINER

HASH BROWN $5

FRIES $5

SIDE GREEK SALAD $7

SIDE BACON or SAUSAGE PATTY $6

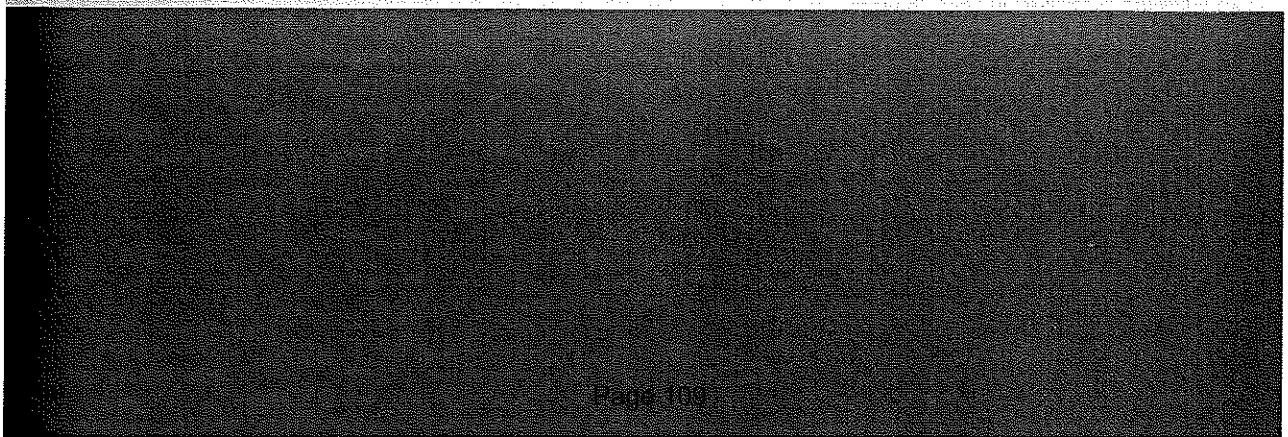
PORK BELLY $6

GRILLED MUFFIN $5

FRESH FRUIT $6

MENU GALLERY CONTACT

Powered by Squarespace



Pho Viet_Class XI Rest-Lounge_865 Forest

Zoning <zoning@portlandmaine.gov> Thu, Jun 18, 2026 at 4:13 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 both units at 865 Forest AVE. 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

July 7, 2026

The Otherside Diner INC
1915 Congress Street
Portland, ME 04102

Re: Approval of The Otherside Diner INC, dba The Otherside Diner. Application for Class III & IV at 500 Washington Avenue

Dear The Otherside Diner INC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday July 20, 2026 at 4:00 p.m., for the review of application for Class III & IV at 500 Washington Avenue. 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.

Legal Advertisement

Notice of Public Hearing
City of Portland

A Public Hearing will be held on July 20, 2026 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of The Otherside Diner INC, dba The Otherside Diner. Application for Class III & IV at 500 Washington Avenue - Sponsored by Danielle P. West, City Manager

State of Maine

Bureau of Alcoholic Beverages & Lottery Operations

Application Copy

File Number: 157548 Job Type: New Application

LICENSE TYPE	APPLICATION DATE RECEIVED
On-Premises: Beer & Wine	2026-06-12

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME	LICENSEE TYPE
TheOthersideDiner INC	Corporation
DOING BUSINESS AS	CORPORATE NUMBER
The Otherside Diner	202600562D
INCORPORATION DATE	

CORRESPONDENCE ADDRESS

1915 Congress St Portland ME 04102

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME	PREFERRED CONTACT METHOD
danielle dubois	Email
CONTACT PHONE	ALTERNATE PHONE
(207) 650-0121	
FAX	EMAIL
	bougie4noreason@outlook.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Danielle Dubois	President/Owner	The Otherside Diner	50
Daniel Washington	Treasurer	The Otherside Diner	50

ADDITIONAL INFORMATION

MANAGED BY AGENT
No

PREMISES TYPE
Restaurant (not Class A)

PREMISES NAME
The Otherside Diner

OPERATOR
Danielle Dubois

PHYSICAL ADDRESS
500 Washington Ave Portland ME 04103

MAILING ADDRESS
1915 Congress St Portland ME 04103

CONTACT NAME
danielle dubois

PREFERRED CONTACT METHOD
Email

CONTACT PHONE
(207) 650-0121

ALTERNATE PHONE

FAX

EMAIL
bougie4noreason@outlook.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.

   No

2. What is your expected start date?

   As soon as possible or August 1 at the latest.

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. 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?

Danielle Dubois 6/15/1986

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?

500 Washington Ave
Portland, Me
04103

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

Mon-Fri 8am-2pm
Sat and Sun 8am-3pm

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

Cheverus High School
267 Ocean Ave
Portland, Me 04103
1.5 Miles

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

No

24 Do you have a food menu?

No

25 How many seats do you have? Include indoor and outdoor seating.

41

26 How many bathrooms do you have available to patrons?

2

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.

Alcoholic beverages are consumed in the dining room and at the breakfast bar
Alcoholic beverages are poured and served behind the bar from two beverage coolers with taps and 2 small stand-up refrigerators for cans or bottles
Alcoholic beverages will be stored in the Walk-in refrigerator

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	floor plan.png	
Premises Floor Plan	floorplan dining.png	
Food Menu	menu 1 (2).png	
Food Menu	menu 1.png	
Food Menu	menu cover.png	
Supplemental Ownership Form	supplemental 1.png	
Supplemental Ownership Form	supplemental 2.png	

APPLICANT

danielle dubois

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. Legal name of applicant: The Otherside Inc	
2. Date of incorporation or registration: 6/2/26	**3. State of incorporation: (if outside Maine)**

4. List the name, address, birth date, and title of officers, directors, owners over 10%, and persons with indirect financial interest in the applicant. (use additional pages, if needed)

Name	Address	Date of Birth	Title	Ownership Stake (%)
Danielle Dubois	1915 Congress st Portland ME 04102	6/15/86	President	50
Daniel Washington	1915 Congress st Portland ME 04102	2/10/88	Treasurer	50

NOTE: If no person holds an ownership interest equal to or greater than 10% complete the affidavit on the next page.

Affidavit

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

6/12/26

Affiant Signature Date

Danielle Dubois

Affiant Printed Name

State of Maine, County of Cumberland

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

6-12-26

Signature of Notary Public Date

Cindy A Axelsen
Notary Public, State of Maine
My Commission Expires August 25, 2028

Printed Name of Notary Public

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

OTHER SIDE
DINER

CLASSIC BREAKFAST $16

w/ two eggs, meat, toast & hash brown

PANCAKES $15

w/ citrus butter & maple

CHEDDAR & SPINACH OMELETTE $17

w/toast & hash brown

CORNED BEEF HASH $20

w/ potatoes and onions, 2 eggs and toast

PORK BELLY EGGS BENEDICT $18

w/ black bean salsa, cilantro, hollandaise, english muffin & hash brown

FALAFEL BENEDICT $17

w/ roasted onions, mushrooms, poached eggs, pita & hollandaise.

BISCUITS & SAUSAGE GRAVY $18

w/ two eggs any style

HERCULES BREAKFAST $19

w/ two eggs any style, toast, meat, hash brown & pancakes

BAGEL EGG SANDWICH $17

all sandwiches come with your choice of fries, chips or cole slaw

LAMB GYRO $17

w/ tatziki, lettuce, tomato, pickled red onion

FRIED CHICKEN SANDWICH $16

w/ chicken thigh, greek BBQ, fresno peppers & lettuce

MONTE CRISTO $17

w/ dijonaise, ham, smoked cheddar, raspberry jam

BACON BURGER $19

double patty w/ american, bacon, grilled onions & LTP

ITALIAN $18

w/ provolone, salami, pepperoni, mortadella, LTPO, pepper relish

PORK BELLY BAHN MI $16

w/ chicken liver, pickled carrots & daikon, cilantro, jalepenos

SHAVED STEAK $18

w/ american, pickled pepper relish & mayo

GREEK SALAD $14

MUNCHKIN BREAKFAST

w/ scrambled eggs, toast & fruit

CHICKEN FINGERS & FRIES

GRILLED CHEESE ON WHITE W/FRIES

PB&J W/FRUIT

DRINKS

Italian RST coffee $3.50

Home Grown Hot Tea Selection $3

NOBL Cold Brew on Draft $4.50

NOBL Iced Tea $4.50

Spindrift $3

Maine Root Beer or Orange Soda $3.50

Natalies Lemonade $3.50

Natalie's Orange Juice $2.50/$5

Apple Juice $3.50

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:

The Otherside Diner INC, dba The Otherside Diner. Application for Class III & IV at 500 Washington Avenue

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 30, 2026

SUBJECT: Order 5-26/27 Granting Municipal Officers' Approval of Foundation Brewing Company, dba Foundation Brewing Company. Application for Class III & IV at 1 Industrial Way, Ste 5 - 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 6/29/26. This is an existing establishment upgrading their license from B/W/D. Establishment also already holds Outdoor Dining on Private Property and Combined Entertainment Licenses.

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. 2026.07.20_Foundation_Council Packet

2. 2026.07.20_Foundation_Council Order

Prepared by:
Date: 06/30/2026

foundation
BREWING COMPANY

29 June 2026

Offices of the Mayor and City Council
City of Portland, Maine

Dear Mayor Dion and City Councilors,

We are submitting an application for a Brewery, Winery and Distillery Alcohol Service license for our brewery tasting room and manufacturing premises at 1 Industrial Way in the Riverton neighborhood. We opened our brewery in the winter of 2014 and recently celebrated 12 years on Industrial Way.

Acknowledging the importance of food options being readily available for our brewery visitors to our taproom, and the lack thereof near to Industrial Way, we opened our Detroit-style pizza kitchen on-site in late summer 2022. Our owners, John & Tina Bonney grew up in Detroit, and the addition of Detroit-style pizza and snacks to our brewery has been very successful and we have a strong base of local customers as well as tourists who visit the Industrial Way neighborhood.

We currently have a brewery manufacturing license, tasting room license, combined entertainment license and outdoor patio approval for our current space. We are looking to just add the Class 3/4 beer/wine license. No other changes are being proposed to our physical space or current service model. We want to expand the drink options available at the brewery to be able to support the interests of the customers who come to the neighborhood who may be looking for additional options besides the beverages we produce in-house.

The Business Licensing office informed us that all of our licenses (currently set to expire on 1/15/27 concurrently with our state license) have to be re-submitted in order to add the beer/wine license. Thank you for supporting the continued growth of our family business here in our hometown of Portland.

Sincerely,
John & Tina Bonney

1 Industrial Way, Ste 5 • Portland, Maine 04103 • 207.370.8187
foundationbrew.com

foundation
BREWING COMPANY

6/29/26

City of Portland
Business Licensing

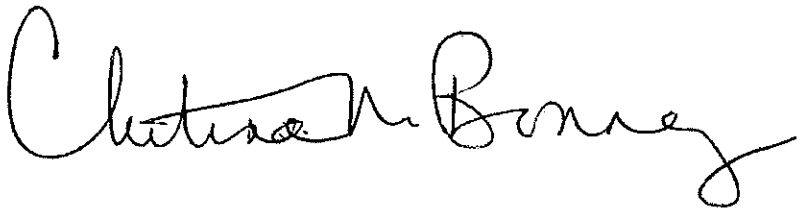
To Whom It May Concern:

We are re-applying for all of our city licenses (that are currently in force) due to requesting the addition of a Class 3/4 license.

Our combined entertainment permit has been in effect for several years, and there has been no change to our operations as it relates to our music.

The sound mitigation plan on file has not changed.

Thanks,



Tina Bonney

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 III & IV (Malt & Vinous License) $906.00
Maine B.E.L.L.S. File/Tracking Number	151858
Date of Submission of Maine B.E.L.L.S. application:	06/29/2026
Name of Establishment (Doing Business As)	Foundation Brewing Company
Physical Location of Establishment (Street Address)	1 Industrial Way Ste 5
Business Mailing Address	1 Industrial Way Ste 5
City	Portland
State	ME
ZIP	04103
Business Phone	2073705180
Establishment Email	tina@foundationbrew.com
Contact Person Name	Tina Bonney
Contact Person Phone	2078774764
Contact Person Email	tina@foundationbrew.com
What is your targeted opening date?	01/01/2026

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

John K. Bonney

Street Address of Primary Residence

62 Shepherd Ln

City

Portland

State

ME

ZIP

04103

Birth Date

08/16/1974

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**

Tina Bonney

Date of Birth

06/07/1974

Phone

2078774764

Email

tina@foundationbrew.com

Owner of Premises (Landlord) Name	AIM ONE INDUSTRIAL WAY, LLC
Address of Premises Owner (Landlord)	340 Fore Street
City	Portland

State	ME
ZIP	04101
Owner of Premises (Landlord) Phone	2077725161
Owner of Premises (Landlord) Email	art@bibeauandcompany.com
Type of Food Served:	Detroit-style Pizza, wings, snacks
Please select all that will be served:	• Beer • Wine
Days and Hours of Operation:	Sunday, 12-6pm Monday-Friday, 12-8:30pm Saturday, 12-8pm
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)	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?	YES
If Yes, please list business name(s) and location(s):	Current business, Foundation Brewing Company, 1 Industrial Way, Ste 5, Portland, ME 04103

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?	880
What is total number of tables?	13
What is total number of chairs?	70

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:	Combined Entertainment ($800)
Contact Person responsible for Entertainment:	Tina Bonney
Contact Person Phone Number	2078774764

Contact Person Email	tina@foundationbrew.com
Describe in detail the type and nature of the business and proposed entertainment:	We have outdoor live music on the patio in the summer, once per month. This is always a one or two person acoustic set. We also host a music bingo night using the stereo system once per week. The sound system in the brewery can't be heard beyond the property.

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	Foundation Brewing Sound Mitigation plan, no change.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	Foundation Brewing Letter of Intent for Alcohol Service License 6-29-26.pdf
Floorplan/Layout of the premises	Foundation Floor Plan no change from prior year.pdf
Menu	Foundation Brewing 6-3-26 Pizza Menu (1).pdf Foundation Brewing 6-18-26 Wings and Snacks.pdf
Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)	Foundation Brewing Lease 1 Industrial Way, signed Dec-2021.pdf Foundation Brewing Lease Addendum dated 9-25-25.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	Christina Bonney
Title of Signatory	Business Manager
Date	06/29/2026

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.

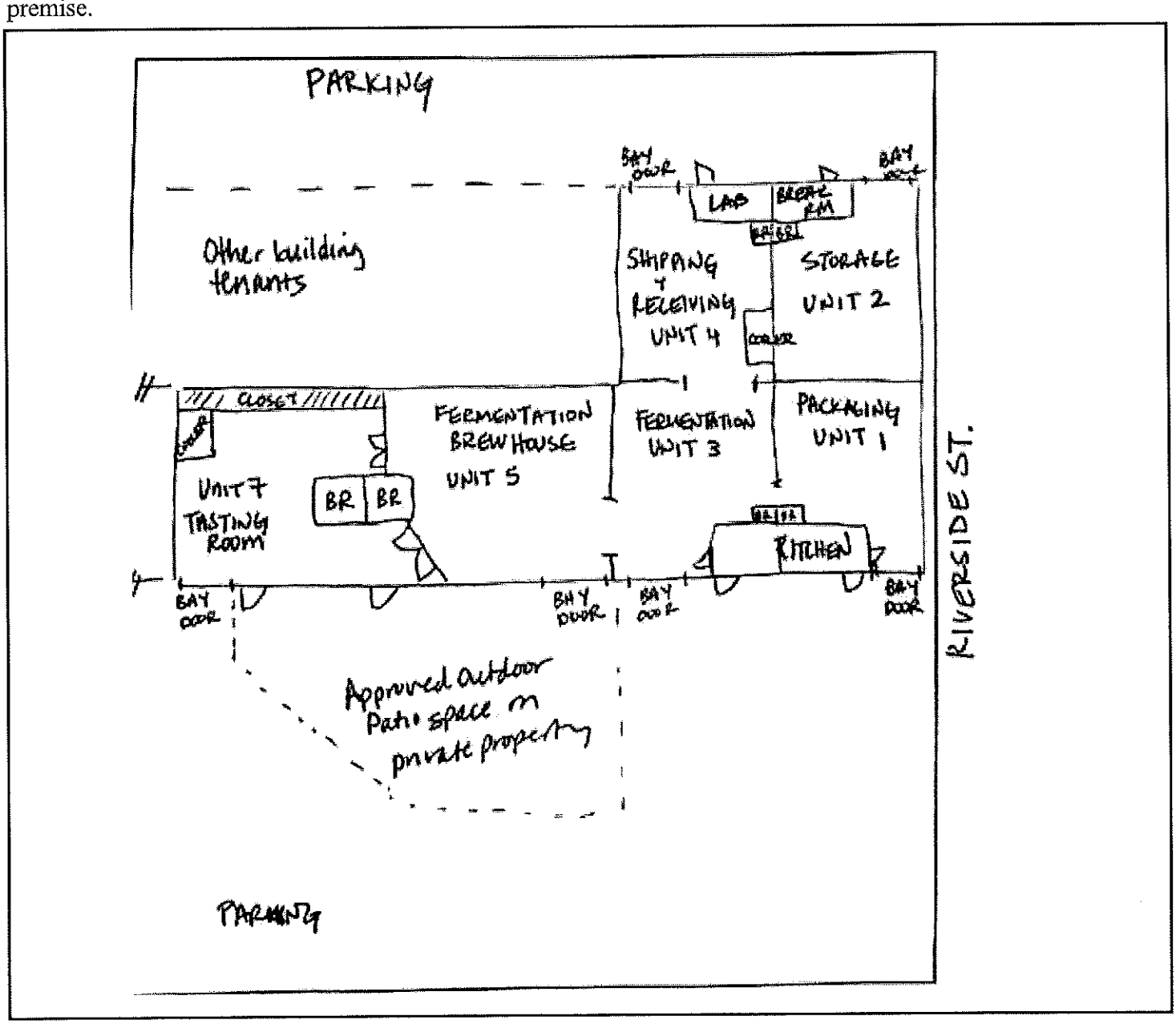
Have a great day!

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

Premises Floor Plan

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

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



PIZZA MENU

DETROIT-STYLE SQUARE PIZZAS

FOUNDATION PIZZA

BUILD-YOUR-OWN 19.25

Crispy Cheese Walls Square Pizza (8x10") with sauce on top. Serves 2-3 Adults.
*Substitute gluten-free dough for any pizza, + $5 **

TOPPINGS:

$1.75 - Fresh Mushrooms * Green Pepper * White Onion * Kalamata Olives * Capers * Hot Honey Banana Peppers * Roasted Garlic * Hot Cherry Peppers * Pickled Jalapeños

$2.75 - Pepperoni * Italian Sausage * Bacon * Double Pepp ($5)

$3.00 - Blue Cheese Crumbles

ADD A SIDE OF RANCH, BLUE CHEESE DRESSING or CHIPOTLE MAYO -- $1.50

WEEKDAY LUNCH SPECIAL - SLICES, OPEN - 5PM
**** Cheese or Pepperoni * 1 slice $6 * 2 slices $10***

SPECIALTY PIZZAS

SUPREME PIZZA 26

It's a classic for a reason. Our house cheese blend topped with pepperoni, Italian sausage, fresh mushrooms, green pepper and white onion.

MAPLE CHIPOTLE BBQ CHICKEN PIZZA 25

House cheese blend topped with a maple chipotle BBQ chicken, pickled red onion, scallion and a BBQ drizzle.

MAGIC MUSHROOM 25

A mixed medley of mushrooms with fresh herbs and onion, and topped with a garlic-lemon sauce on a base of buttered dough. **Garlic lover and/or Vampire Hunter? Add roasted garlic $1.75**

HOT BUZZ 23

House cheese blend, mushrooms, roasted garlic, and blue cheese crumbles with a hot honey drizzle.
Fan Favorite, Add Pepperoni for $2.75

PUTTANESCA TOMATO PIE 23

A cheeseless Detroit-style pizza with house tomato sauce topped with kalamata olives, hot cherry peppers, white onion, roasted garlic and capers. ***(Vegan)***
***BUILD-YOUR-OWN TOMATO PIE** - Detroit-style pizza dough, layer of sauce, dusting of parm. $17*
Toppings available at normal prices above.

** JUNE LIMITED EDITION ** MENAGE-A-PICKLE PIZZA 24

House cheese blend topped with three pickles – dill pickles, pickled jalapenos, pickled red onions, and topped with dill pickle seasoning. Finished with a ranch drizzle.
What goes with pickles? ADD BACON for $2.75.

$2 FROM EVERY MENAGE-A-PICKLE PIZZA SUPPORTS THE MAYO STREET ARTS CENTER IN PORTLAND

*Gluten-free dough is prepared in our Pizza Kitchen using the same tools as our gluten-based dough.

FOUNDATION PIZZA

TODAY'S SNACKS

CHEEZY BREAD $9

Our homemade pizza dough with house cheese blend and topped with Everything Seasoning. Served with a side of Ranch.

ADD: Side of pizza sauce $1.50

CAULIFLOWER BITES $13

Fried cauliflower bites. Can be tossed in one of our dry rubs or pick one of our wing sauces on the side. Served with Ranch, Blue Cheese, Chipotle Mayo or Pizza Sauce.

CROCK OF PICKLES $6

A mix of vegetables pickled in-house.

FRIED CHEESE CURDS $11

Fried cheezy Midwestern goodness. Choose your dip: Ranch, Blue Cheese, Chipotle Mayo or Pizza Sauce. **!! Try it tossed in Buffalo Sauce !! $1.00**

GIANT SOFT PRETZEL $12

Yes, it's GIANT. Served with yellow or spicy mustard.

TRY both mustards, add $0.50

HUMMUS PLATE $13

Housemade hummus served with toasted bread sticks and a bowl of veggies..

ADD: Double the Veggies or Bread $3 each

SNACKY SNAX $10

GRAZING PLATTER PERFECT FOR YOURSELF OR TO SHARE.
SHARP CHEDDAR CHEESE, TOASTED BREAD, SLICED APPLE, HOUSEMADE PICKLES AND A PICKLED HARD BOILED EGG.
ADD: A MIX OF CURED MEAT $3.50

8 BONE-IN CHICKEN WINGS $15

10 BONELESS WINGS $14

Both served with either Ranch or Blue Cheese, carrots and celery.

CHOOSE ONE:

- *SWEET BBQ (mild)
- *LEMON-GARLIC-PARMESAN (mild)
- *MAPLE CHIPOTLE BBQ (mild)
- *CLASSIC BUFFALO (medium)
- *SPICY BUFFALO (hot)
- * **JUNE LIMITED EDITION: Honey Mustard (mild)**

Try one of our Dry Rubs:
JAMAICAN JERK (med), CAJUN (med) or DILL PICKLE (mild)

RED SNAPPER HOT DOGS $5 EACH

Maine's famous red snapper hot dogs griddled and served on a toasted bun. Serve yourself ketchup, yellow mustard or spicy mustard. Let us know if you'd like raw white onions on the side.

Add Detroit-made Better Made potato chips for $2

Foundation_1 Industrial Way_Class 3-4

Zoning <zoning@portlandmaine.gov> Mon, Jul 13, 2026 at 3:35 PM
To: Zoning <zoning@portlandmaine.gov>
Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>

Hello,

The legal use is *brewery and tasting room*. No change of use necessary.

Zoning approves.

Will Valentine
Zoning Specialist

On Tuesday, June 30, 2026 at 11:39:41 AM UTC-4 Zachary Lenhert wrote:
[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing
City of Portland

A Public Hearing will be held on July 20, 2026 at 4:00 P.M., in City Council Chambers, 389 Congress St. for approval of Foundation Brewing Company, dba Foundation Brewing Company. Application for Class III & IV at 1 Industrial Way, Ste 5 - Sponsored by Danielle P. West, City Manager

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

July 7, 2026

Foundation Brewing Company
1 Industrial Way, Suite 5
Portland, ME 04103

Re: Approval of Foundation Brewing Company, dba Foundation Brewing Company. Application for Class III & IV at 1 Industrial Way, Ste 5

Dear Foundation Brewing Company:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday July 20, 2026 at 4:00 p.m., for the review of application for Class III & IV at 1 Industrial Way, Ste 5. 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.

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
John Bonney	President / Owner		100

ADDITIONAL INFORMATION

MANAGED BY AGENT
No

PREMISES TYPE
Class A Restaurant

PREMISES NAME
Foundation Brewing Company

OPERATOR
John K Bonney

PHYSICAL ADDRESS
1 Industrial Way Ste 5 Portland ME 04103

MAILING ADDRESS
1 Industrial Way Ste 5 Portland ME 04103

CONTACT NAME
Christina Bonney

PREFERRED CONTACT METHOD
Email

CONTACT PHONE
(207) 877-4764

ALTERNATE PHONE

FAX

EMAIL
tina@foundationbrew.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
   20121074 D

2. What is your expected start date?

   7/21/26

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?

   Yes
   SMB-26-102224 Foundation Brewing Company, 1 Industrial Way Ste 5, Portland, ME 04103

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?

   Yes
   (document uploaded)

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?

John K Bonney 8/16/1974

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?

Yes
Corporation has an agreement with former owner Joel Mahaffey for him to receive 10% of any profits from the corporation for years ended 12/31/26 and 12/31/27 as consideration for the sale of his shares in September 2025 to John Bonney.

20 At which address are your business records located?

1 Industrial Way Ste 5, Portland, ME 04103

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

Sunday, 12-6pm
Monday, 12-8:30pm
Tuesday, closed most of year, 12-8:30 in July/August
Wednesday, 12-8:30pm
Thursday, 12-8:30pm
Friday, 12-8:30pm
Saturday, 12-8pm

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

Talbot Community School, 1600 Forest Avenue, Portland, 1.1 miles

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.

Indoor - 64
Outdoor - 80

26 How many bathrooms do you have available to patrons?

2

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.

Brewery Tasting Room (Unit 7)
Outdoor Patio

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	Foundation Floor Plan no change from prior year.pdf	Premises Floor Plan of Brewery
Food Menu	Foundation Brewing 6-3-26 Pizza Menu.pdf	Foundation Brewing Pizza Menu, June-2026
Food Menu	Foundation Brewing 6-18-26 Snacks Menu.pdf	Foundation Brewing Snack Menu, June-2026

Supplemental Ownership Form	Foundation Brewing 102 Supplemental Ownership Form and Affidavit-2.pdf	Supplemental Ownership Form
Maine Health or Agriculture License	Foundation Dept of Ag expires 2027-01-02.pdf	Dept of Agriculture license, expires 1-2-27
Maine Health or Agriculture License	2025-07-22 Muni eating place license.jpeg	Municipal Eating Place license, expires 7-21-26

APPLICANT

Christina Bonney

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:
Foundation Brewing Company	May 22, 2012	ME

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 (%)
John K. Bonney	8/16/1974	207-877-4926	62 Shepherd Ln Portland, ME 04103	President	100
Christina Bonney	6/7/1974	207-877-4764	62 Shepherd Ln Portland, ME 04103	Business Manager	Spouse

Affidavit

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

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

_____ _____

Affiant Signature Date

_____

Affiant Printed Name

State of _____, County of _____

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

_____ _____

Signature of Notary Public Date

_____

Printed Name of Notary Public

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

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:

Foundation Brewing Company, dba Foundation Brewing Company. Application for Class III & IV at 1 Industrial Way

MEMORANDUM
City Council Agenda Item

FROM: Andrew Keyek

DATE: June 30, 2026

SUBJECT: Order 6-26/27 Declaring August 7 to August 9, 2026 the 101st Annual St. Peter's Bazaar and Italian Street Festival - 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 7/20/2026 **Final Action 7/20/2026**

Can action be taken at a later date: No Organizer needs approval for planning purposes.

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

PRESENTATION: A member of the City of Portland Parks, Recreation & Facilities Management Department will be available to answer any questions.

I. SUMMARY

Order Declaring August 7, 8 and 9 2026 the 101st Annual St Peter's Bazaar and Italian Street Festival.

II. AGENDA DESCRIPTION

St Peter's Bazaar Committee and Catholic Church will be hosting their 101st Annual St Peter's Bazaar and Italian Street Festival on August 7th & 8th 2026 (rain date August 9th), with food booths, games for children & adults and music in the streets. Approximately 2500 people will attend the event over the course of the weekend. This event is a fundraiser for St Peter's Catholic Church.

To accommodate the festival, Federal Street will be closed from Hampshire Street to India Street from 8:00 am on Friday August 7 to 11:00 pm on Saturday August 8 2026. Truck barricades will be placed on India Street to prevent vehicular access to Federal Street.

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

III. BACKGROUND

This will be the 101st Annual St Peter's Bazaar & Italian Street Festival.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The City Council declaring the 101st Annual St Peter's Bazaar & Italian Street Festival as a festival.

V. FINANCIAL IMPACT

The organizers will pay for all fees associated with hosting their event.

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

It is recommended that the order be declared.

VIII. LIST ATTACHMENTS

1. Consent Item - St Peter's Bazaar and Italian Street Festival 2026

2. Bazaar 2026 Fesitval Area Impact Study
3. Bazaar 2026 Festival Permit App
4. Bazaar 2026 Single Event Permit
5. Bazaar Site Map

Prepared by:
Andrew Keyek
Date: 06/30/2026

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 DECLARING AUGUST 7 TO 9, 2026 THE 101ST ANNUAL ST. PETER'S BAZAAR AND ITALIAN STREET FESTIVAL

ORDERED, that August 7 to 9, 2026 is hereby declared to be the 101st Annual St. Peter's Bazaar and Italian Street Festival, sponsored by the St. Peter's Church and Friary; and

BE IT FURTHER ORDERED, that that the 101st Annual St. Peter's Bazaar and Italian Street Festival area shall be Federal Street (India Street to Franklin Street) and the adjoining sidewalks from 8:00 a.m. until midnight on Friday, August 7 and Saturday, August 8, with a rain date of Sunday August 9; and

BE IT FURTHER ORDERED, that a portion of Federal Street (India Street to Franklin Street) may be posted No Parking on Festival days from noon until midnight; and

BE IT FURTHER ORDERED, that vehicles in violation of the "no parking" signs in the Festival Area shall be towed at owner's expense; and

BE IT FURTHER ORDERED, that the 101st Annual St. Peter's Bazaar and Italian Street 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 St. Peter's Church and Friary 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. St. Peter's Church and Friary 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. St. Peter's Church and Friary 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. St. Peter's Church and Friary 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, but the Public Assembly Facilities Division fees for the use of the park are waived;

4. St. Peter's Church and Friary shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the 100th Annual St. Peter's Bazaar and Italian Street 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 St. Peter's Church and Friary has agreed shall participate; and

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; and

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.

parks, recreation & facilities

FESTIVAL AREA IMPACT STUDY City Council Review

TODAY'S DATE	5/28/2026	ORGANIZATION NAME	ST. PETER'S CATHOLIC CHURCH		
ADDRESS (Street/City/State/Zip)	307 CONGRESS ST. PORTLAND, ME 04101				
CONTACT NAME(S)	WILLIE AUDET, JR.	TITLE(S)	BAZAAR CHAIRMAN		
PHONE	207 749-8114	PHONE		PHONE	
EMAIL	AUDETLAND@AOL.COM	EMAIL		EMAIL	

PARK AREA / PUBLIC SPACE REQUESTED	PORTION OF FEDERAL - BETWEEN INDIA AND HAMPSHIRE STREETS		
EVENT DAY(S) & DATE(S)	AUGUST 7 & 8	RAIN DAY(S) & DATE(S) (50% added fee)	AUGUST 9
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	8:00 AM FRIDAY AUGUST 7	EVENT START & END TIME	MIDNIGHT AUGUST 8

EVENT NAME	EVENT CLASSIFICATION Road Race, Parade, Public Assembly, Music Festival	EXPECTED ATTENDANCE
ST. PETER'S ITALIAN BAZAAR	FOOD & MUSIC FESTIVAL	2,500 +/- EACH NIGHT

AREA IMPACT STUDY: Please be as specific as possible regarding the area of public space/park that you would like to permit

1. Description of event. Description of event and event history so that all departments may better understand your event request.

SEE ATTACHED 3 PAGES MARKED, FESTIVAL AREA IMPACT APPLICATION.

2. Permits. Include all applicable permits from all pertinent city departments.(Fire,Police,City clerk...)

License Type	Date of application/Request	Approval - YES/NO/IN REVIEW
Street Goods Vendor License(s) To sell non-food items (like T-shirts, crafts, cd's, etc.)?		
Liquor License		
Temporary Tent/Stage Permit		
Temporary Food Service License		
Police Assistance		
Emergency/Fire Assistance		
Entertainment License(amplified sound)		
Parking/Street Closure Assistance		

3. Detailed site plans. Include maps of venue, parade and course routes, parking/shuttle plans, evacuation plans... (Downloadable format)

SEE ATTACHED, 2026 STREET LAYOUT PLAN, DATED 5/27/2026

4. Event components. Event time frame, sound levels, neighborhood impacts, road closures, security/police, EMS services. (Downloadable format)

SEE ATTACHED 3 PAGES MARKED, FESTIVAL AREA IMPACT STUDY APPLICATION.

City of Portland - Festival Area Impact Study Application

St. Peter's Catholic Church - Annual Italian Bazaar August 7th & 8th

Description of the Event: It's the 101th Anniversary of the Feast of the Assumption of Mary and St. Rocco. Also known as the St. Peter's Italian Bazaar. There will be food booths (including food from Bruno's, Amato's and Maria's), games of chance for both children and adults and music in the street during the afternoon and evenings. Booths stay on the side of the street during the overnight hours. All monies raised by this event goes towards the upkeep and beautification of the St. Peter's properties.

Street Closure: We respectfully request the closure and use of Federal Street (from Hampshire St. to India St.). The street will be closed to vehicular traffic starting at 8:00 AM Friday August 7th to Saturday 12:00 PM August 8th. The Rain Date will be August 9. Truck Barricades would be placed at India Street and Hampshire Street preventing access to Federal Street. Hours for the Festival are Friday and Sunday (approx. 4:00 PM – 10:00 PM). Setup for the Festival is on Friday 8:00 AM sharp. Federal Street will be closed to traffic from Friday 8:00 through Saturday at midnight (for more setup time and breakdown time) - if needed

Permits: Street Goods Vendor and Temporary Food Service Permit Applications will be obtained.

Parking: Volunteers will be parking at our area lot located behind St. Peter's and at Cathedral of the Immaculate Conception Parish lots. Plus the Walgreen's lot is owned by our Bishop James Ruggieri which allows us event parking. There is also street parking throughout the India St. neighborhood.

Event Time Frame: August 8^{7h} and 8thth (Friday and Saturday nights) 4:00 PM-9:30 PM. Set up begins Friday morning and afternoon, breakdown Saturday night. Sunday morning Federal Street will be open for our 9:00 AM Mass. As part of the lengthy Festival tradition (we have headliners) each night and have amplified music (alternating Band and DJ and Festival announcements) 75-90 decibels. Courtesy signage will be posted encouraging Festival attendees "Please respect our neighbors, thank you"

Canopy information: 17 canopies size 10ft x 10ft; 3 canopies 20ft x 20ft. No tent stakes will be drilled.

Temporary Stage request: We do wish to set up a temporary stage for our musicians on the street in front of the St. Peter's Parish Msgr. DiMingo Hall. Expected size 12ft x 20ft., a manufactured rental item, professionally set up.

Tables and Chairs: 43 rectangular tables (8ft x 30"); 43 rectangular tables (6ft x 30"); 45 round tables (30" diameter); 450 white plastic folding chairs

Other items on City Property: Rented Moon Bounce set up on Federal Street and one small helium tank (replaceable as needed) for inflating balloons for children. A possible Dunk tank is being considered. It will be sponsored and monitored by parishioner and York County Sheriff, Bill King.

Refreshments for Sale: Italian cookies, cannoli's, fried dough, pizza, ziti and meatballs and other delicious Italian food including specialty items from Bruno's Restaurant, Amato's, Maria's and Micucci's. Temporary Food License Application will be obtained.

City of Portland - Festival Area Impact Study Application

St. Peter's Catholic Church - Annual Italian Bazaar August 7th & 8th

Non-food items for Sale: Italian merchandise clothing and religious items (Street Goods Vendor License Application enclosed.

Alcohol sales: Bruno's Restaurant will sell beer and wine in a monitored, separate area. All necessary permission will be obtained from the City of Portland and State of Maine.

PA (sound) system and Amplification: As part of the lengthy Festival tradition each night we have live head line acts and amplified music (alternating Band and DJ and Festival announcements) 75-90 decibels.

Electricity: Event will require electricity, which will be provided by adjacent St. Peter's and Catholic Diocese properties. Longtime parishioners, Mancini Electric provide all temporary electrical needs.

Grill: Natural and Propane grills will be used by trained individuals from Amato's and Bruno's businesses.

Reserved parking spaces/parking meters: 15 No Parking signs will be placed 24 hours in advance of the event. Proper posting notices will be faxed to Police, Fire and Public Works as required.

Safety Equipment: We annually update all our fire extinguishers St. Peter's Parish will provide any necessary vests, signage and cones (six barricades needed)

Public Security - Safety Barricades are placed beside stage, as it is removed at 8:00 AM Monday morning. Over the past 2 years, we've attempted to hire City Police presence, however due to staffing shortage, we now hire private security for during the event and overnight security to protect the public and our private property. We have contracted with Protection One for private security presence throughout the Festival event. .

Street Closures: Federal Street will need to be closed from Hampshire Street to India Street for the stated Festival Hours of 8:00 AM Friday through Saturday at 11:00 PM (August 8 & 9, 10th) for the set up/breakdown, Sunday if needed.

Fire/EMS Assistance: Emergency responders can quickly access the site from Walgrens parking lot and is adjacent to the festival. No buildings' doors will be blocked.

Parking Assistance: We provide a Handicap "drop off zone" on Federal/India sidewalk. Reasonable accommodation for dedicated parking assistance will be offered to select affected neighbors.

Portable Restrooms: Units will be rented through a private company. Royal Flush Company delivers on Friday. Units will be cleaned prior to the start of Saturday night festivities. Units will be removed upon completion of the Festival final clean up early Sunday morning.

Waste Management and Recycling Plan: CLYNK bag stations dispersed throughout Federal Street, along with Trash receptacles. These will be attended to by a dedicated team of volunteers. Waste Management will be provided using our dumpster rented through our contractor (Troiano Waste Services Inc) and placed on India Street for the duration of the Bazaar.

City of Portland - Festival Area Impact Study Application

St. Peter's Catholic Church - Annual Italian Bazaar August 7th & 8th

Security Deposit: As needed, $2000 Certified Check will be provided by St. Peter's Parish as guarantee of cleanup

Insurance Certificate Information: See attached Certificate of Liability Insurance (scheduled to be regularly reissued in July 2026.

2026 Street Map – Attached to this Application is the 2026 Street Map showing the layout of the event.

Temporary Art Permit – We're requesting that our existing Art Permit be extending for another 365 day period. This will be the 5th[h] year we have painted the crosswalks the Italian Colors. A crew of 15-20 parishioner volunteers will be working on the project. We're planning on Sunday July 19 or 26, starting at 4:30 AM and finishing around 8:00 AM. All necessary traffic control measures will be our top priority. This year, we have also been asked by fellow parishioners Rick and Anna Micucci to paint the crosswalk in front of their longtime Italian grocery store.

Respectfully Submitted,

Willie Audet, Jr.

Bazaar Chairman

parks, recreation & facilities

FESTIVAL PERMIT APPLICATION
PUBLIC SPACE AND CITY PARK

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

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	5/28/2026	**ORGANIZATION NAME**	ST. PETER'S CATHOLIC CHURCH		
ADDRESS (Street/City/State/Zip)	307 CONGRESS ST. PORTLAND, ME 04101				
CONTACT NAME(S)	WILLIE AUDET, JR	**TITLE(S)**	BAZAAR CHAIRMAN		
PHONE	207-749-8114	**PHONE**		**PHONE**	
EMAIL	AUDETLAND@AOL.COM	**EMAIL**		**EMAIL**	

PARK AREA / PUBLIC SPACE REQUESTED	FEDERAL ST. FROM INDIA TO HAMPSHIRE ST.		
EVENT DAY(S) & DATE(S)	AUGUST 7 & 8	**RAIN DAY(S) & DATE(S) (50% added fee)**	AUGUST 9
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	FRIDAY 8:00 AM SATURDAY MIDNIGHT	**EVENT START & END TIME**	SUNDAY MIDNIGHT

EVENT NAME	**EVENT CLASSIFICATION** Road Race, Parade, Public Assembly, Music Festival	**EXPECTED ATTENDANCE**

AREA IMPACT STUDY: Please be as specific as possible regarding the area of public space/park you are requesting for use 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. (PDF Format)	SEE ATTACHED
2. Detailed site plans. Include maps of venue, parade and course routes, parking/shuttle plans, evacuation plans... (PDF Format)	SEE ATTACHED
3. Event components. Event time frame, security/EMS plan, waste management plans, neighborhood impacts & proposed road closures. (PDF Format)	SEE ATTACHED

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	**Please check:** _____ **FEE**	_____ **PLEDGES**		
IF YES FOR FEES, HOW MUCH?	**FEE**	$	Student Fee	$

PLEASE CHECK OFF AND ANSWER:

		X-YES	X-NO	X-Not Sure
*	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: Stage/Tent Permit Checklist 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. ***			
*	Will you be setting up **tables and/or chairs?** How many tables: chairs:	X		
*	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		
*	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 30 days advance notice (207-874-8557). Application For Temporary Food Service **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		
*	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) – 30 day notice. **List items you wish to sell:**	X		
*	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 Maine Liquor Licensing	X		
*	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 an entertainment license. Entertainment License Application 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		
*	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? 15 "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		
	Fees for Police, Fire/EMS or Parking Control Staff will be invoiced by those individual departments & should be paid to them directly.			
*	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: Hire an Officer PRIVATE SECURITY		X	
*	Will your event require **Fire/EMS** assistance? (For a large walk/race, it may be required.) 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.			X
*	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 $75 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	
	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		

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 receiving City Council approval. Your event may require additional permits from other departments/divisions prior to issuance of your event permit.

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 within 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 on site (**Back Cove** - Preble Street grass area by the parking lot (across from Hannaford's), **Payson Park** - entrance to Dyer's Flat beside playground & near the courts, **Deering Oaks Park** - playground + ravine areas, **Eastern Promenade Park** at East End Beach & near the courts, and **Riverton Trolley Park**.) If over 150 people are expected to attend the event, a $75 user fee is required (paid to PAFD). If extra units are rented by the organizer, then no additional user fee is assessed. **Recommended quantities: 1 unit/50 people when serving alcohol or 1 unit/75 people with no alcohol.**

TRASH

All groups must abide by our Carry In/ Carry Out Policy. 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. Please include a complete description of your waste management plan.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). $35 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 (207) 808-5400. Staff will review your request and can issue you "No Parking" signs ($35.00/each*). You will need to label signs and tape them to meters or signposts AT LEAST 24 HOURS PRIOR TO YOUR EVENT. (NOTE: If the 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. fireprevention@portlandmaine.gov 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 the Parks,Recreation & Facility Department Staff. Please inform all participants / attendees.

AMPLIFIED SOUND POLICY

Outdoor events with amplified sound may require an Entertainment License from the PAFD Office. Entertainment License Application
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 4 weeks of the scheduled event date, you may have a cancellation fee of $200 or more.

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. (207-874-8574) 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. Fortification will be required.

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.

INSURANCE CERTIFICATE INFORMATION

You are required to procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than one million dollars ($1,000,000.00) 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).				
I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	**TYPE INITIALS**	WJA	**DATE**	5/28/2026

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**	WJA	**DATE**	5/28/2026

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 Event with registration or pledges & attendance 25 - 300: $150/hr. Event with registration or pledges & attendance 301+: $250/hr. Public Space/Park Security Deposit: $100 - $10,000 Sound Security Deposit: $100 - $10,000 Impact/Street Closure Fee(variable based on impact): $100-$2000 Staff Fee: Event Manager - $45/hr Event Staff - $25-$29/hr Administrative Fee (event coordination support): $45/hr. (or more) "No Parking" Signs: $35.00/ea. Event Cancellation Fee: $200 or more	Electricity (activation/deactivation) Fee: $45/flat Entertainment License: $50/day Barricades: $5/ea. Rental Fee + $25/ea. Security Deposit Bike Racks: $10/ea. Rental Fee + $25/ea. Security Deposit Flashing Lights: $10/ea. Rental Fee + $40/ea. Security Deposit Cones: $2/ea. Rental Fee + $15/ea. Security Deposit Safety Vests: $15/ea. Security Deposit Keys: $50/ea. Security Deposit Equipment Delivery Fee: $100 each way (or more) Fortification Fee: TBD

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) Street Goods Vendor Permit Application

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 Tent/Stage Permit Checklist

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 Maine Liquor Licensing

Food Sales - Will there be food vendors? If so, you must apply for a Temporary Food Service License from the Business Licensing Office. License Application For Temporary Food Service

Police - Will your event require **Police** assistance? Hire an Officer

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

City of Portland Tier III Application

St. Peter's Catholic Church - Annual Italian Bazaar August 7th & 8th

Description of the Event: It's the 101th Anniversary of the Feast of the Assumption of Mary and St. Rocco. Also known as the St. Peter's Italian Bazaar. There will be food booths (including food from Bruno's, Amato's and Maria's), games of chance for both children and adults and music in the street during the afternoon and evenings. Booths stay on the side of the street during the overnight hours. All monies raised by this event goes towards the upkeep and beautification of the St. Peter's properties.

Street Closure: We respectfully request the closure and use of Federal Street (from Hampshire St. to India St.). The street will be closed to vehicular traffic starting at 8:00 AM Friday August 7th to Saturday 12:00 PM August 8th. The Rain Date will be August 9. Truck Barricades would be placed at India Street and Hampshire Street preventing access to Federal Street. Hours for the Festival are Friday and Sunday (approx. 4:00 PM – 10:00 PM). Setup for the Festival is on Friday 8:00 AM sharp. Federal Street will be closed to traffic from Friday 8:00 through Saturday at midnight (for more setup time and breakdown time) - if needed

Permits: Street Goods Vendor and Temporary Food Service Permit Applications will be obtained.

Parking: Volunteers will be parking at our area lot located behind St. Peter's and at Cathedral of the Immaculate Conception Parish lots. Plus the Walgreen's lot is owned by our Bishop James Ruggieri which allows us event parking. There is also street parking throughout the India St. neighborhood.

Event Time Frame: August 8^{7h} and 8thth (Friday and Saturday nights) 4:00 PM-9:30 PM. Set up begins Friday morning and afternoon, breakdown Saturday night. Sunday morning Federal Street will be open for our 9:00 AM Mass. As part of the lengthy Festival tradition (we have headliners) each night and have amplified music (alternating Band and DJ and Festival announcements) 75-90 decibels. Courtesy signage will be posted encouraging Festival attendees "Please respect our neighbors, thank you"

Canopy information: 17 canopies size 10ft x 10ft; 3 canopies 20ft x 20ft. No tent stakes will be drilled.

Temporary Stage request: We do wish to set up a temporary stage for our musicians on the street in front of the St. Peter's Parish Msgr. DiMingo Hall. Expected size 12ft x 20ft., a manufactured rental item, professionally set up.

Tables and Chairs: 43 rectangular tables (8ft x 30"); 43 rectangular tables (6ft x 30"); 45 round tables (30" diameter); 450 white plastic folding chairs

Other items on City Property: Rented Moon Bounce set up on Federal Street and one small helium tank (replaceable as needed) for inflating balloons for children. A possible Dunk tank is being considered. It will be sponsored and monitored by parishioner and York County Sheriff, Bill King.

Refreshments for Sale: Italian cookies, cannoli's, fried dough, pizza, ziti and meatballs and other delicious Italian food including specialty items from Bruno's Restaurant, Amato's, Maria's and Micucci's. Temporary Food License Application will be obtained.

City of Portland Tier III Application

St. Peter's Catholic Church - Annual Italian Bazaar August 7th & 8th

Non-food items for Sale: Italian merchandise clothing and religious items (Street Goods Vendor License Application enclosed.

Alcohol sales: Bruno's Restaurant will sell beer and wine in a monitored, separate area. All necessary permission will be obtained from the City of Portland and State of Maine.

PA (sound) system and Amplification: As part of the lengthy Festival tradition each night we have live head line acts and amplified music (alternating Band and DJ and Festival announcements) 75-90 decibels.

Electricity: Event will require electricity, which will be provided by adjacent St. Peter's and Catholic Diocese properties. Longtime parishioners, Mancini Electric provide all temporary electrical needs.

Grill: Natural and Propane grills will be used by trained individuals from Amato's and Bruno's businesses.

Reserved parking spaces/parking meters: 15 No Parking signs will be placed 24 hours in advance of the event. Proper posting notices will be faxed to Police, Fire and Public Works as required.

Safety Equipment: We annually update all our fire extinguishers St. Peter's Parish will provide any necessary vests, signage and cones (six barricades needed)

Public Security - Safety Barricades are placed beside stage, as it is removed at 8:00 AM Monday morning. Over the past 2 years, we've attempted to hire City Police presence, however due to staffing shortage, we now hire private security for during the event and overnight security to protect the public and our private property. We have contracted with Protection One for private security presence throughout the Festival event. .

Street Closures: Federal Street will need to be closed from Hampshire Street to India Street for the stated Festival Hours of 8:00 AM Friday through Saturday at 11:00 PM (August 8 & 9, 10th) for the set up/breakdown, Sunday if needed.

Fire/EMS Assistance: Emergency responders can quickly access the site from Walgrens parking lot and is adjacent to the festival. No buildings' doors will be blocked.

Parking Assistance: We provide a Handicap "drop off zone" on Federal/India sidewalk. Reasonable accommodation for dedicated parking assistance will be offered to select affected neighbors.

Portable Restrooms: Units will be rented through a private company. Royal Flush Company delivers on Friday. Units will be cleaned prior to the start of Saturday night festivities. Units will be removed upon completion of the Festival final clean up early Sunday morning.

Waste Management and Recycling Plan: CLYNK bag stations dispersed throughout Federal Street, along with Trash receptacles. These will be attended to by a dedicated team of volunteers. Waste Management will be provided using our dumpster rented through our contractor (Troiano Waste Services Inc) and placed on India Street for the duration of the Bazaar.

City of Portland Tier III Application

St. Peter's Catholic Church - Annual Italian Bazaar August 7th & 8th

Security Deposit: As needed, $2000 Certified Check will be provided by St. Peter's Parish as guarantee of cleanup

Insurance Certificate Information: See attached Certificate of Liability Insurance (scheduled to be regularly reissued in July 2026.

2026 Street Map – Attached to this Application is the 2026 Street Map showing the layout of the event.

Temporary Art Permit – We're requesting that our existing Art Permit be extending for another 365 day period. This will be the 5th[h] year we have painted the crosswalks the Italian Colors. A crew of 15-20 parishioner volunteers will be working on the project. We're planning on Sunday July 19 or 26, starting at 4:30 AM and finishing around 8:00 AM. All necessary traffic control measures will be our top priority. This year, we have also been asked by fellow parishioners Rick and Anna Micucci to paint the crosswalk in front of their longtime Italian grocery store.

Respectfully Submitted,

Willie Audet, Jr.

Bazaar Chairman

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 Event-Entertainment License 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

Applicant Information	
Organizer/Business/Group Name(s):	ST. PETER'S CATHOLIC CHURCH
Organizer/Business/Group Address:	307 CONGRESS ST. PORTLAND, ME. 04101
Applicant/Contact Person's Name:	WILLIE AUDET, JR.
Daytime Phone Number:	207-749-8114
Phone Number Day of Event:	207-749-8114
Email Address:	AUDETLAND@AOL.COM

Event Information			
Name of Event:	ST. PETER'S ITALIAN BAZAAR		
Event Location:	FEDERAL ST. BETWEEN INDIA & HAMPSHIRE STREETS		
Date of Event:	FRIDAY AUG. 7 & SATURDAY AUG 8 RAIN DATE 8/9/2026		
Time of Event (start to finish):	4:00 - 9:30 PM	Time Frame for Amplified Music:	4:00 - 9:30 PM
Type of Music/Amplified Sound (DJ, Live Band, Acoustic Performance, etc.):	LIVE BAND AND (PA PUBLIC ADDRESSING)		

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

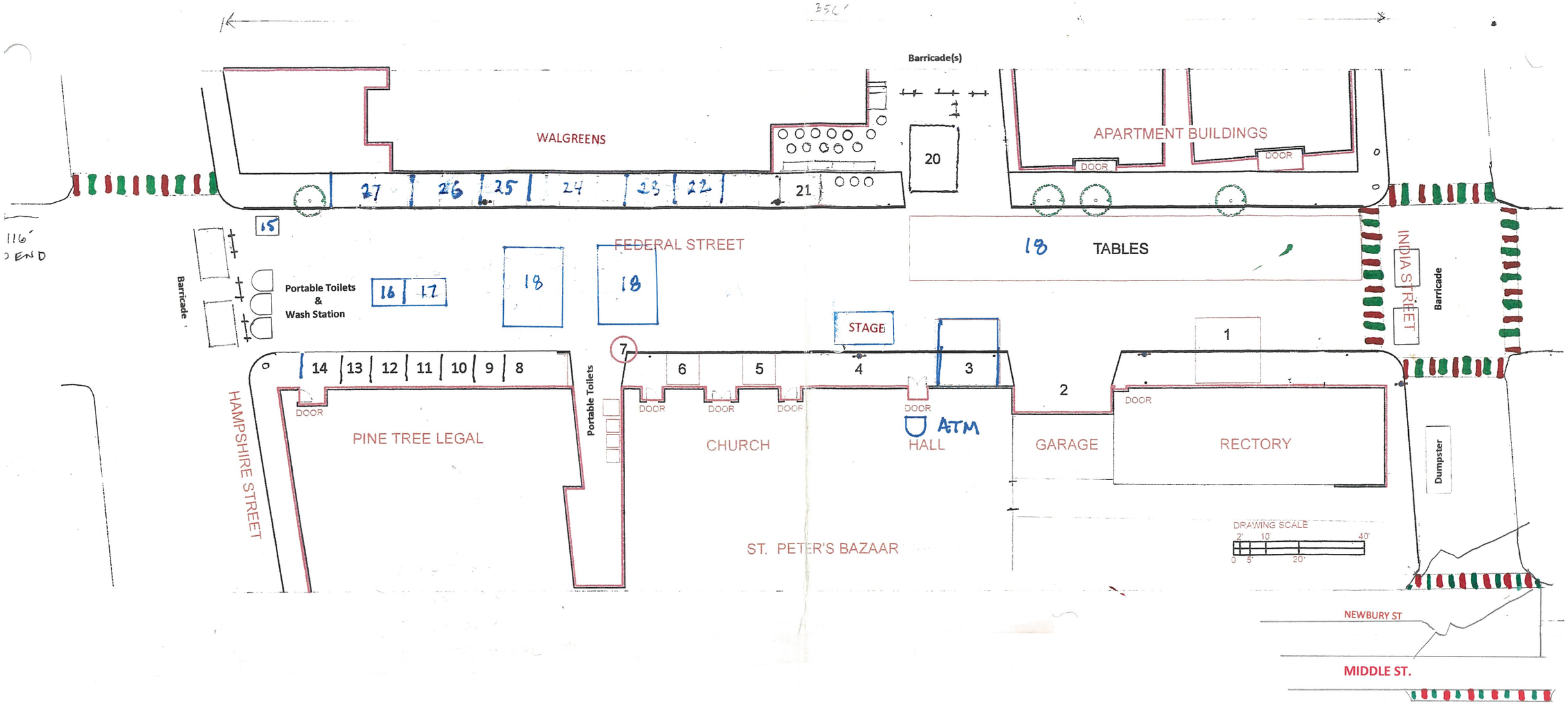
JIM CIAMPI EVENTS

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: _____ Date: 5/28/2026

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:** _____



1. Dominic
2. Pizza/Fried Dough
3. Cookie & Pastries
4. Stage
5. Gelato
6. Religious Items
7. Free Ballons
8. Light Up/ Tickets
9. Ring Toss
10. Feed the Pig
11. Pick a Duck
12. Spin the Wheel
13. Face Paint
14. Face Paint
15. Moon Bounce
16. Big Six
17. Color Ball
18. Seating
19. ATM
20. Beer/Wine Garden
21. Ravioli's/Sandwiches
22. Calzone/Calamari
23. Lobster Rolls
24. T-Shirts/Clothing
25. Lucky 7 Pull Tabs
26. Quarter Toss
27. Cotton Candy
28

2026 STREET LAYOUT MAP

ST. PETER"S ANNUAL BAZAAR

MASTER COPY

FOR CITY PERMITTING PURPOSES

May 27, 2026

Prepared by:
Willie Audet, Jr. Bazaar Chairman
207-749-8114

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 13, 2026

SUBJECT: Order 7-26/27 Granting an Easement to Central Maine Power at Jetport Cross Road - Sponsored by Danielle P. West, City Manager

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

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action**

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

Does this item involve a new contract with the City: Yes

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

I. SUMMARY

II. AGENDA DESCRIPTION

The City Council is being asked to approve an easement on City-owned property at the Portland International Jetport for Central Maine Power Company. This easement will grant the right to bury, maintain, and operate underground electric and communication distribution equipment and facilities, including wires, cables, and necessary appurtenances. The affected underground line will commence at Pole/Pad MH 1 on Jetport Cross Road and extend to include Pole(s)/Pad(s) PM 501 on Jetport Cross Road.

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. Consent Item - Approving Jetport Easement
2. Jetport easement 10301172934 - final071526docx

Prepared by:
Date: 07/13/2026

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 GRANTING AN EASEMENT TO CENTRAL MAINE POWER AT JETPORT CROSS ROAD

ORDERED, that an easement for Central Maine Power at Jetport Cross Road, in substantially the form attached hereto, is hereby approved; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document and this Order.

WO# 10301172934 **Easement**
Form 1199, Rev. 02/20 *Underground Line*

CITY OF PORTLAND , a body politic and corporate with a mailing address of 389 Congress Street, Portland, ME, 04101 (Grantor), for consideration given, grants to **CENTRAL MAINE POWER COMPANY**, a Maine Corporation with an office at 83 Edison Drive, Augusta, Maine 04336, and no telephone company, and its respective successors and assigns (Grantee), with quitclaim covenants, the right and easement, in common with others, to erect, bury, maintain, rebuild, respace, patrol, operate, and remove and do all other actions involving electric and communication distribution equipment and facilities, consisting of wires and cables, together with all necessary fixtures and appurtenances under a portion of the surface of the land of the Grantor in the City/Town of Portland, Cumberland County, Maine. The said equipment and facilities are attached to a line commencing at Pole/Pad MH 1, Jetport Cross Road, Portland and extending to include Pole(s)/Pad(s) PM 501, Jetport Cross Road, Portland. This easement affects land conveyed to the Grantor in a deed from Brooklawn Memorial Park, dated October 16, 1999, and recorded in the Cumberland County Registry of Deeds in Book 13395 Page 305. This easement is an easement in gross and is not for the sole purpose of serving the Grantor or Grantor's land. The rights granted herein include the right to keep the surface of ground above its underground cables and other electrical equipment free from structures, improvements and growth which, in the reasonable judgment of the Grantee, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land of the Grantor for any and all of the foregoing purposes.

Grantee shall promptly remove all waste, tools, and all material and equipment after each permitted entry upon the Grantor’s property pursuant to this easement.

The rights herein granted are subject to any leases, easements, rights, restrictions, and/or mortgages of record, insofar as the same are now in force and applicable.

WITNESS the hand and seal of Grantor’s duly authorized representative on _____, 2026.

City of Portland

_____

Brendan O'Connell, Finance Director

State Of MAINE
County Of CUMBERLAND

The above-named Brendan O’Connell, personally appeared before me this ____ day of _____, 2026 and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

_____
Notary Public/Attorney
Printed Name:
My Commission Expires:

MEMORANDUM
City Council Agenda Item

FROM: Wesley Brumbaugh
Cemetery Director

DATE: June 16, 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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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: 06/16/2026

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: June 16, 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. It received its first reading on June 15. 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 - 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: 06/16/2026

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
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125 PRESUMPSCOT ST., SUITE 26
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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: June 16, 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. It received its first reading on June 15. 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 - 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: 06/16/2026

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
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. 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
AUGUSTA, MAINE 04333-0006

REGIONAL OFFICES
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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: June 16, 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. It received its first reading on June 15. 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 - Accepting and Appropriating Asset Forfeiture Funds re Aboda
2. Aboda Final Order
3. Order 157-25-26 (PDF)

Prepared by:
Date: 06/16/2026

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

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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: June 16, 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

On June 30, The Housing and Economic Development Committee voted (1-2, Sykes and Michniewicz opposed) against recommending this item to 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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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. Amendment 1 to Order 258-2526
3. Att 3.2 Dec of Cov draft 6.4.2026
4. Att 7 Dev Prog draft Oxford 6.4.2026
5. 197 Oxford St info packet for council
6. 2026 07 15 Avesta Housing Memo RE 197 Oxford Street

Prepared by:
Mary Davis, Division Director
Date: 06/16/2026

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.

AMENDMENT 1 TO ORDER 258-25/26
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR ALI
RE: 197 OXFORD STREET UNIT MIX

***

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 amended attached hereto as Exhibit A-1 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 as amended attached hereto as Exhibit A-1 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 as amended attached hereto as Exhibit A-1; and

***

EXHIBIT A-1

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.

[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.

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 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

28. 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.

29. Specific Improvements or activities to be funded with tax increment 30. revenues	31. Timing of each planned improvement	32. Amount ($) to be funded with tax increment revenues	33. Amount to be funded by other sources	34. Location inside or outside district?	35. Resulting public benefit
Project Operating Costs. 36.	37. Annually	38. $45,347	39. $893,313 – Rental Income	40. Inside	41. Affordable rental units
42. Total Costs	43.	44. $45,347	45. $893,313	46.	47.

48.

49. 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

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.

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 Tenant			
Type	AMI	# Units	Rents	Utility Allow.	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

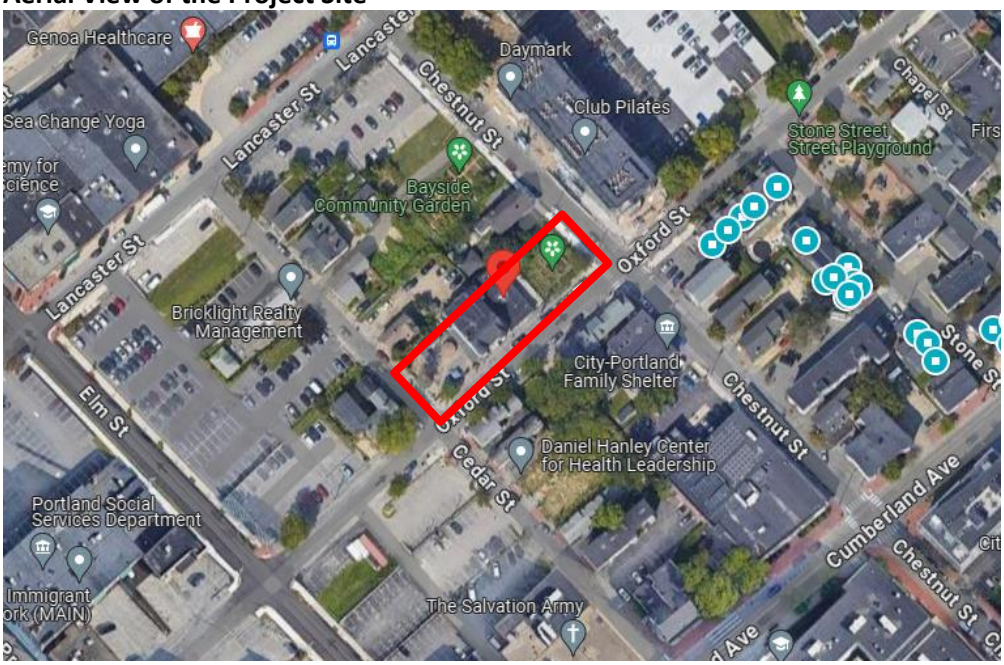
YEAR	12	13	14	15	16	17	18	19	20	21	22
	12/30/2041	12/31/2042	12/31/2043	12/30/2044	12/30/2045	12/31/2046	12/31/2047	12/30/2048	12/30/2049	12/31/2050	12/31/2051
Effective Rental Income	836,538	853,269	870,334	887,741	905,496	923,606	942,078	960,920	980,138	999,741	1,019,735
TIF Reimbursement	41,695	42,529	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
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
Principal Balance (5-10)	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

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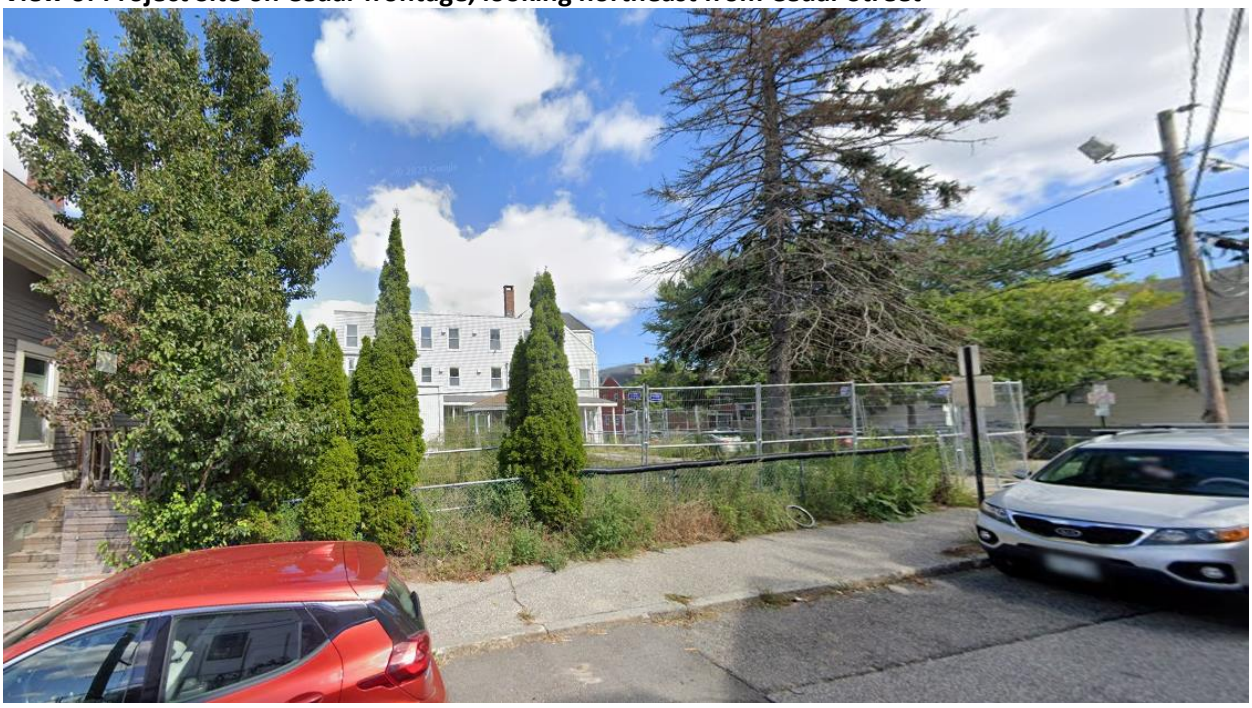
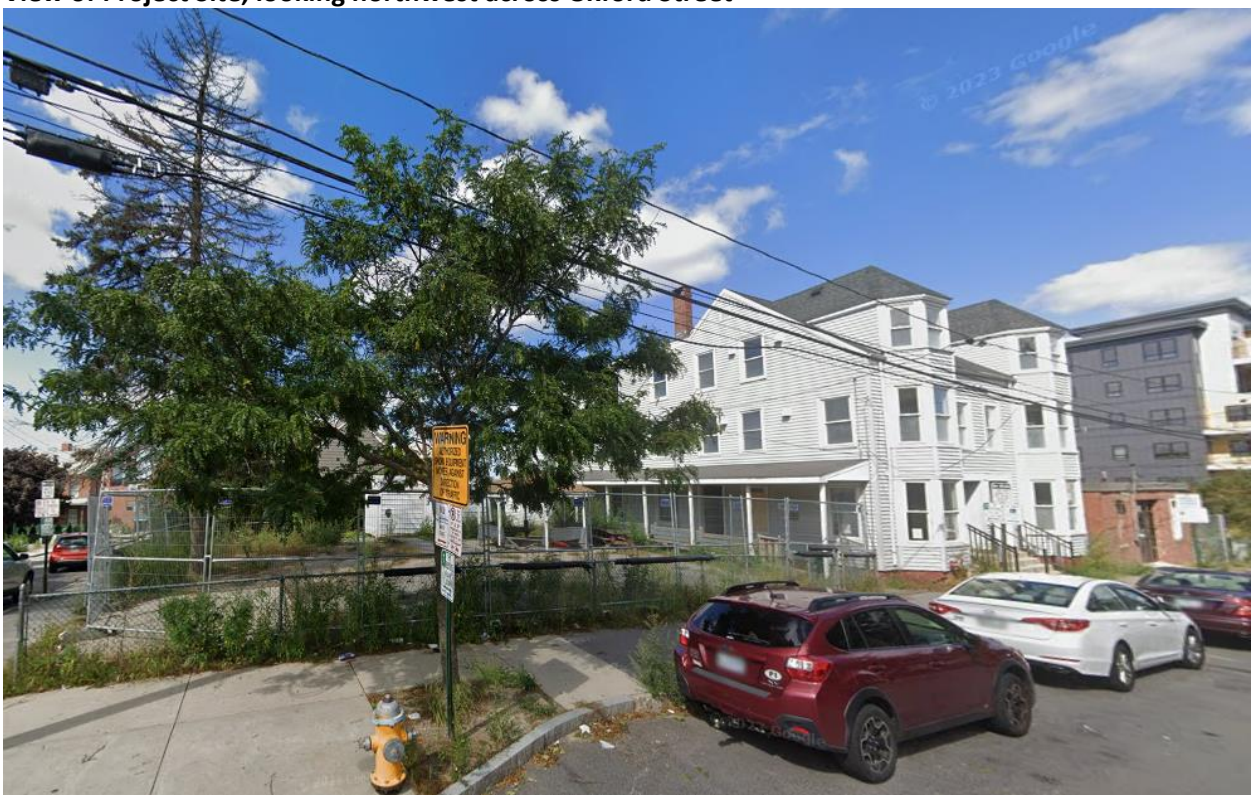
View of Project Site looking northeast, from the corner of Oxford and Cedar

View of Project Site on Chestnut frontage, looking southwest from Chestnut

View of Project Site on Cedar frontage, looking northeast from Cedar Street



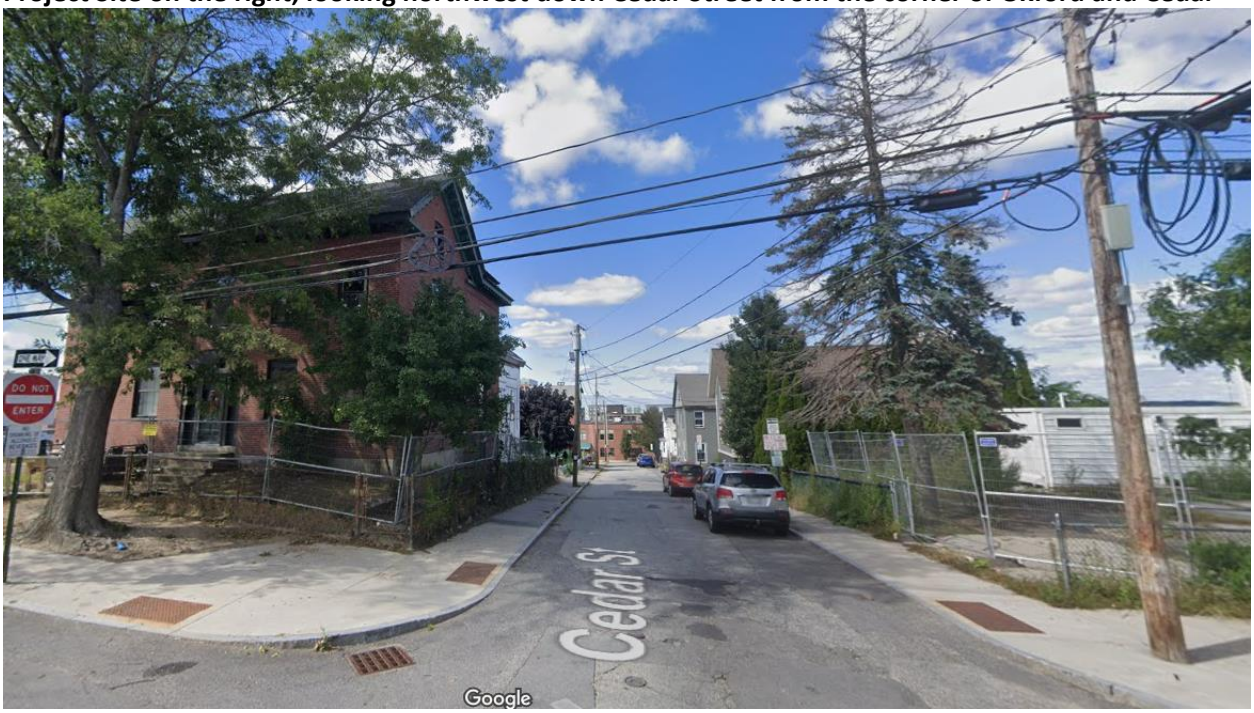
View of Project Site, looking northwest across Oxford Street



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
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND WATER LINE
- MINOR CONTOURS (1 FT)
- MAJOR CONTOURS (5 FT)
- GAS LINE
- STORM DRAIN LINE
- SEWER LINE
- EXISTING/PROPOSED BUILDING
- OVERHEAD ELECTRICAL/TELEPHONE/CABLE
- PROPERTY LINE
- SETBACKS

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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)

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PORTLAND, ME 04101
CONTACT: CATHERINE ELLIOT
(207) 553-7777

DEVELOPER (PHASE 2 & 3)

REVELER DEVELOPMENT
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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

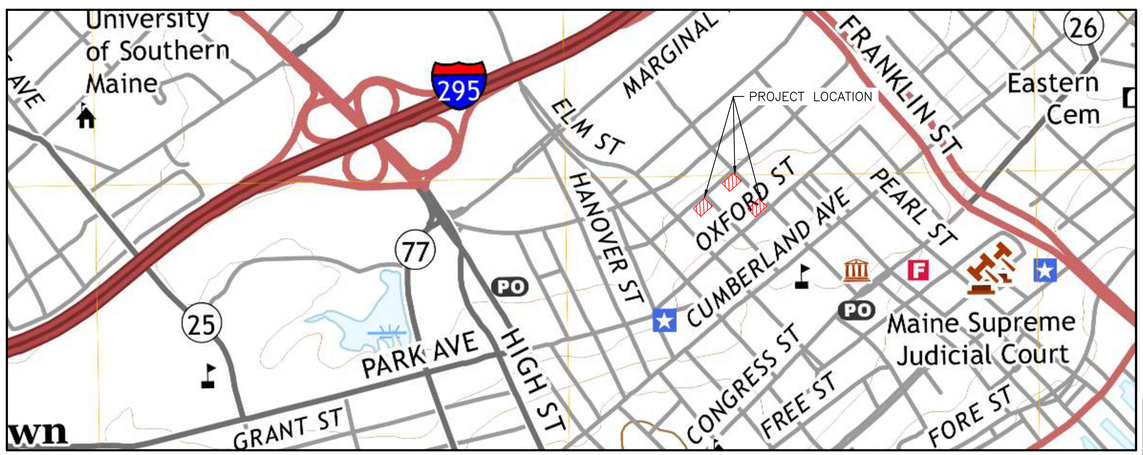
ACORN ENGINEERING, INC.
PORTLAND, MAINE
CONTACT: SAM LEBEL, P.E.
(207) 775-2655

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



VICINITY MAP
SCALE: 1:500

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

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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. ANY MODIFICATIONS MADE BY ANY OTHER PARTY SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
307 CUMBERLAND AVE, 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

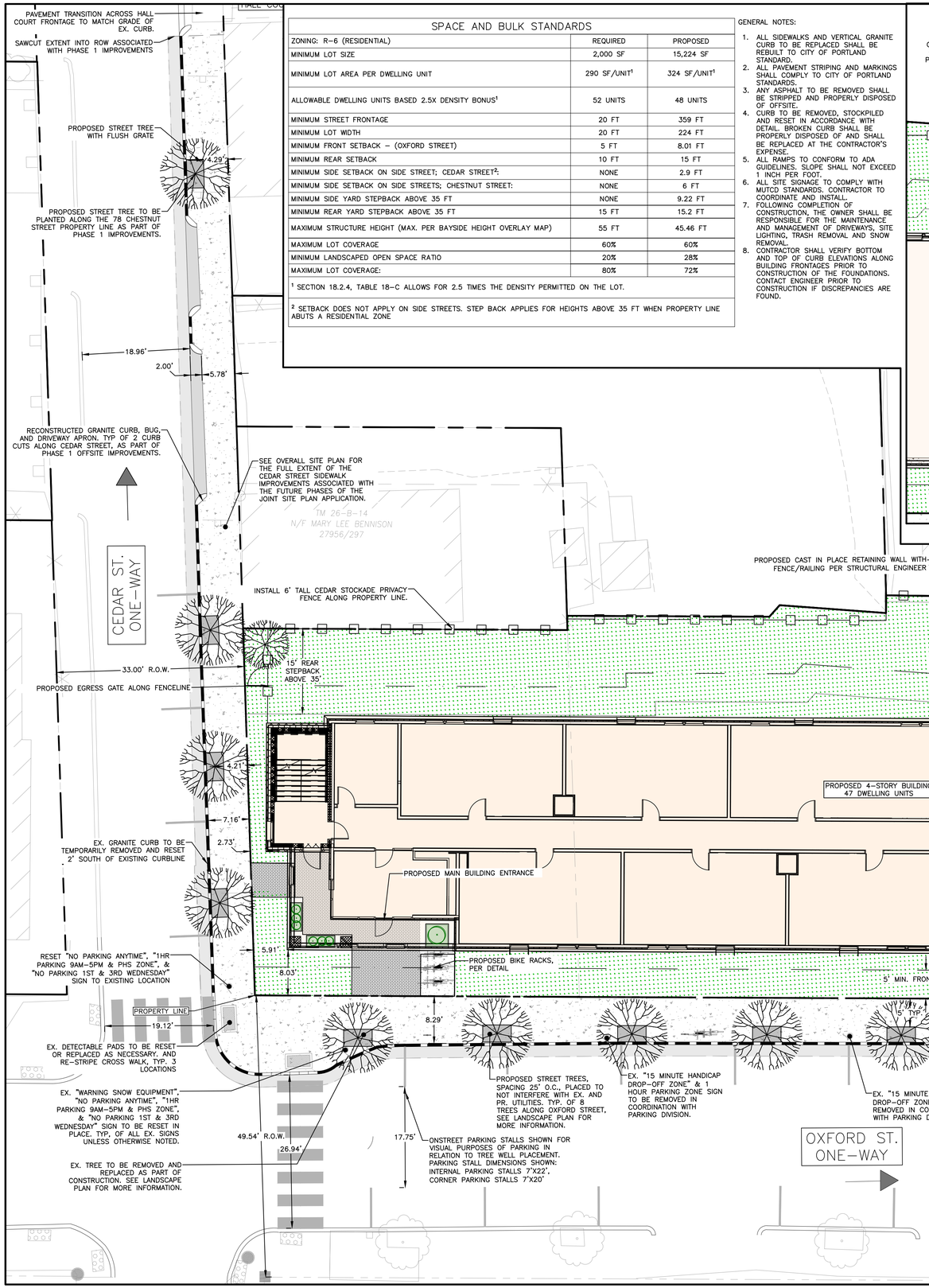
ZONING: R-6 (RESIDENTIAL)	REQUIRED	PROPOSED
MINIMUM LOT SIZE	2,000 SF	15,224 SF
MINIMUM LOT AREA PER DWELLING UNIT	290 SF/UNIT[1]	324 SF/UNIT[1]
ALLOWABLE DWELLING UNITS BASED 2.5X DENSITY BONUS[1]	52 UNITS	48 UNITS
MINIMUM STREET FRONTAGE	20 FT	359 FT
MINIMUM LOT WIDTH	20 FT	224 FT
MINIMUM FRONT SETBACK – (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 ALTERED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, IF ALTERED, SHALL BE CLEARLY MARKED AS SUCH AND SHALL BE USED AT RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE: 1_AE_CIVIL_PH1-3-25-26

JN: 1212.1

SCALE: AS NOTED

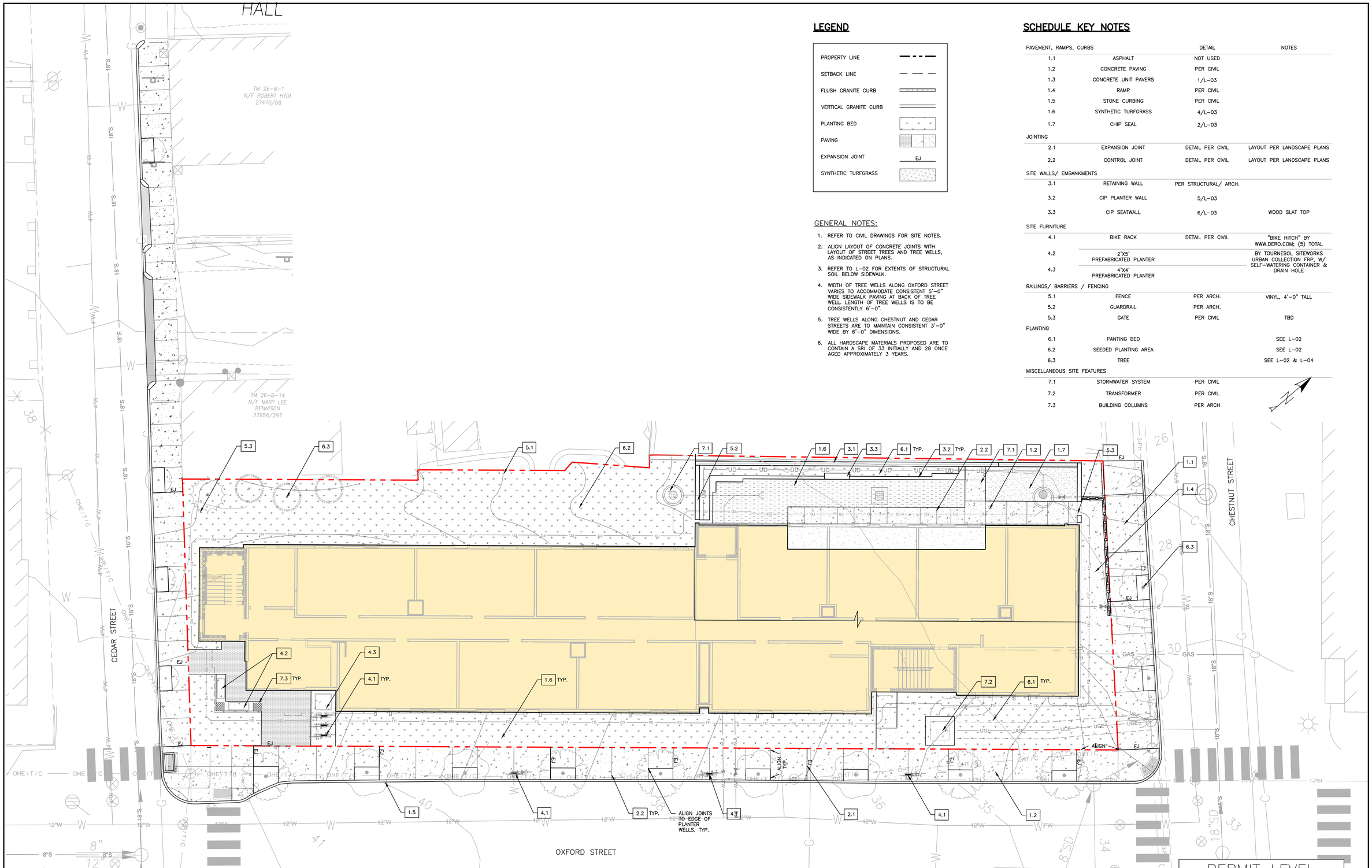
DESIGNED BY: SJL

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	9/27/24

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

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ALTERATIONS, ANY ALTERATIONS MADE WITHOUT LIABILITY TO ACORN ENGINEERING, INC. SHALL BE

ACORN ENGINEERING, INC.
PO BOX 3372 PORTLAND MAINE 04104
(207) 775-2855

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

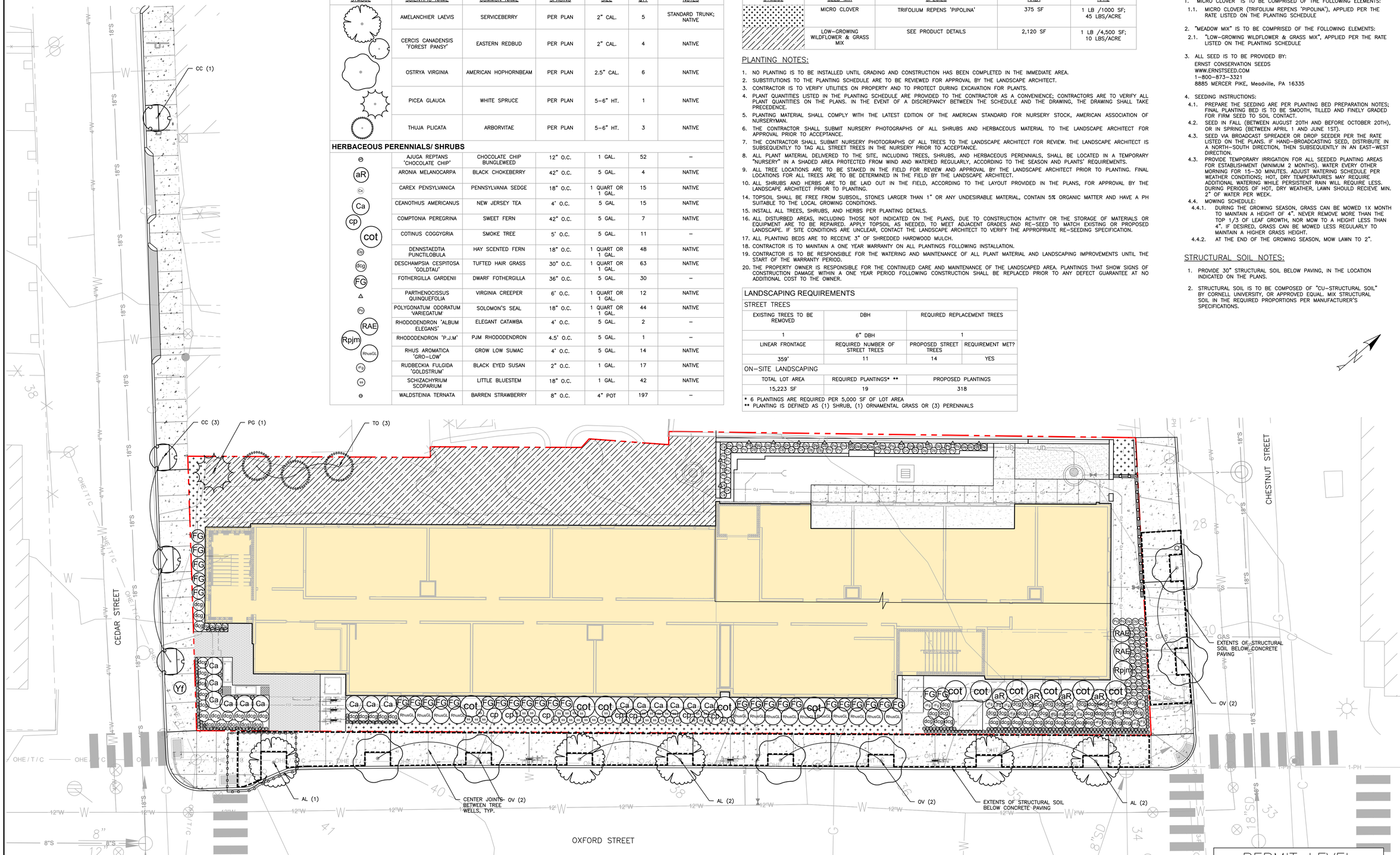
* 6 PLANTINGS ARE REQUIRED PER 5,000 SF OF LOT AREA
** PLANTING IS DEFINED AS (1) SHRUB, (1) ORNAMENTAL GRASS OR (3) PERENNIALS

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.



PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

1 PHASE 1 – PLANTING 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	9/27/24

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

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR UNAUTHORIZED, SHALL BE AT USER'S RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04104
(207) 775–2655

A C O R N

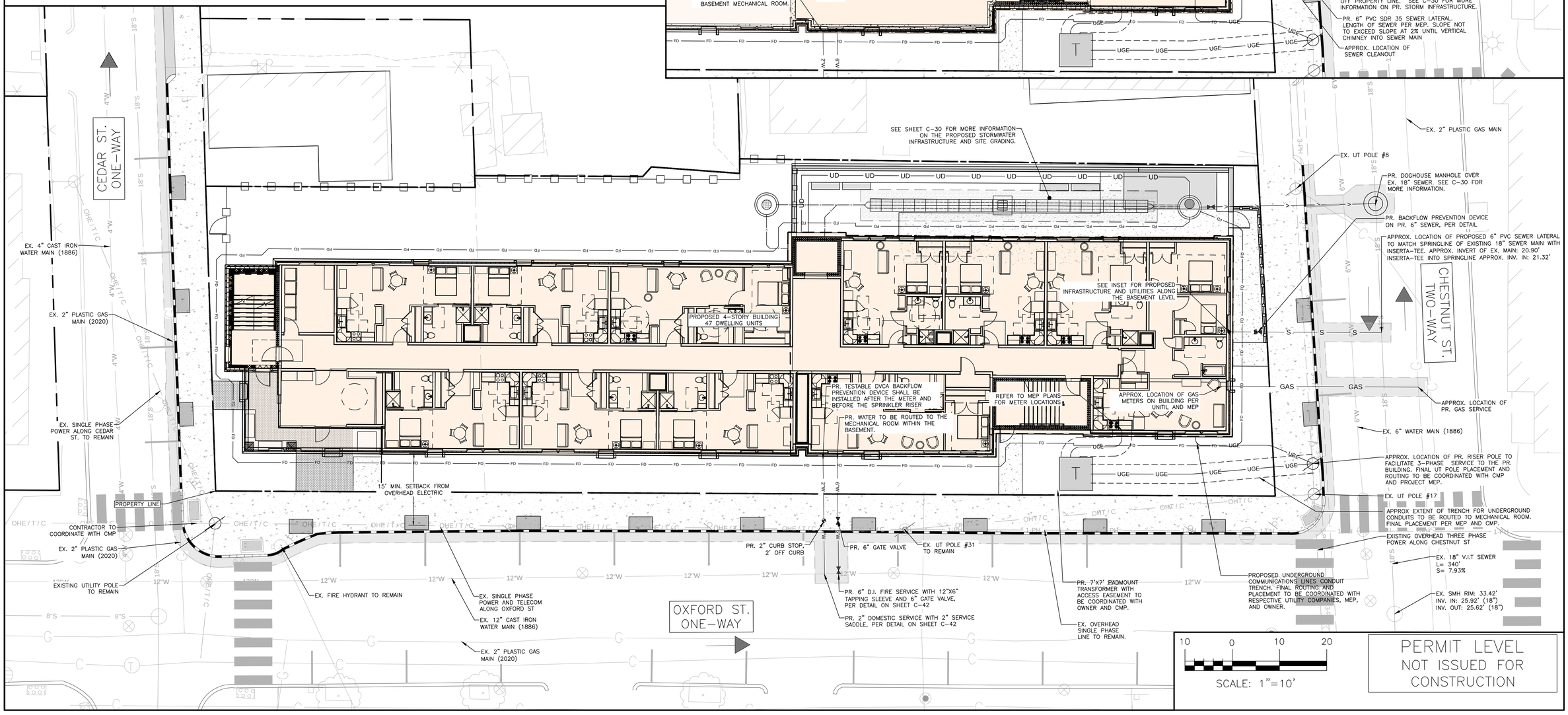
FILE:	1212.1_AE_LA
JN:	1212.1
SCALE:	AS NOTED
DESIGNED BY:	ALDV
DRAWN BY:	ALDV
CHECKED BY:	SJL

LICENSED LANDSCAPE ARCHITECT
ALEXIS LOPEZ DELVECCHIO
LAR5303
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

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04104
(207) 775-2655

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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
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. 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'

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. ROOF LEADER FOR 75% OF ROOF RUNOFF TO BE ROUTED TO SUBSURFACE DETENTION SYSTEM. REMAINING 25% TO BE ROUTED TO THE PR. STORMFILTER.

SEE INSET FOR PR. GRADES IN THE OUTDOOR GATHERING AREA.

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.

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'

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'

BEGIN 7' TIPDOWN CURB
BC: 31.42'
TC: 32.00'

PROPERTY LINE

FLUSH CURB, TYP.

FLUSH CURB

PR. FOUNDATION DRAIN HIGH POINT AND CLEANOUT, TYP. OF 2

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

ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC.
PO BOX 1372, PORTLAND, MAINE 04104
(207) 775-2655

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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

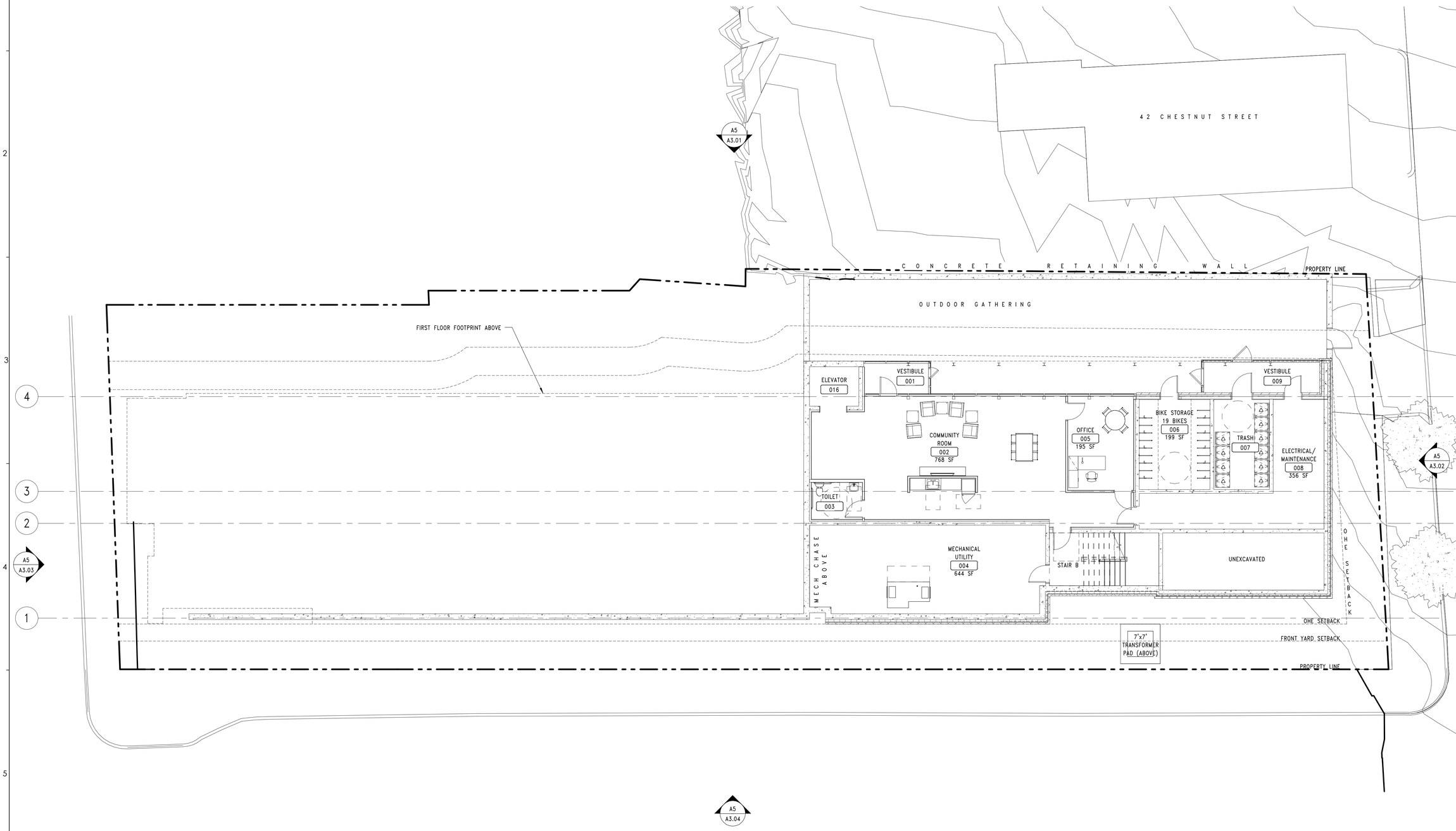
STATE OF MAINE
SAMUEL J. LEBEL
No. 16505
REGISTERED PROFESSIONAL ENGINEER
3/27/26

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"

C:\Users\Rhen Reed\Documents\23039_Avesta Oxford St_R23_CENTRAL_breedRCBPW.rvt

CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN CONSTRUCTION SERVICES

DESIGNER

CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER

AVESTA
OWNER ADDRESS

PROJECT

AVESTA OXFORD
PROJECT ADDRESS

DRAWING

BASEMENT LEVEL
CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

A1.00

SCALE: 1/8" = 1'-0"

DATE: 2026 | 03 | 13

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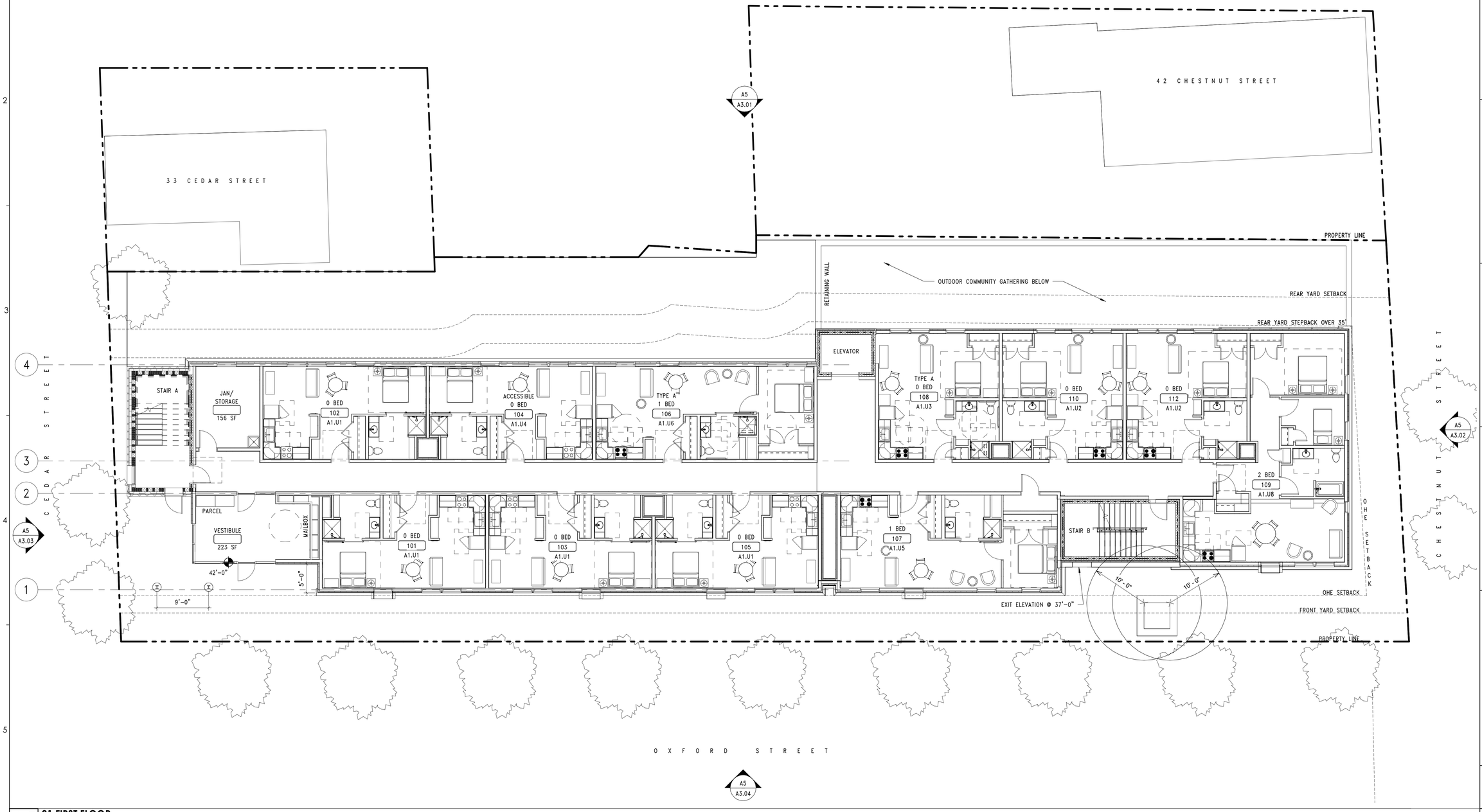
AMENDED PLANNING BOARD SUBMISSION

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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CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN CONSTRUCTION SERVICES

DESIGNER

CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER

AVESTA

OWNER ADDRESS

PROJECT

AVESTA OXFORD

PROJECT ADDRESS

DRAWING

FIRST FLOOR PLAN

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

A1.10

SCALE: 1/8" = 1'-0"

DATE: 2026 | 03 | 13

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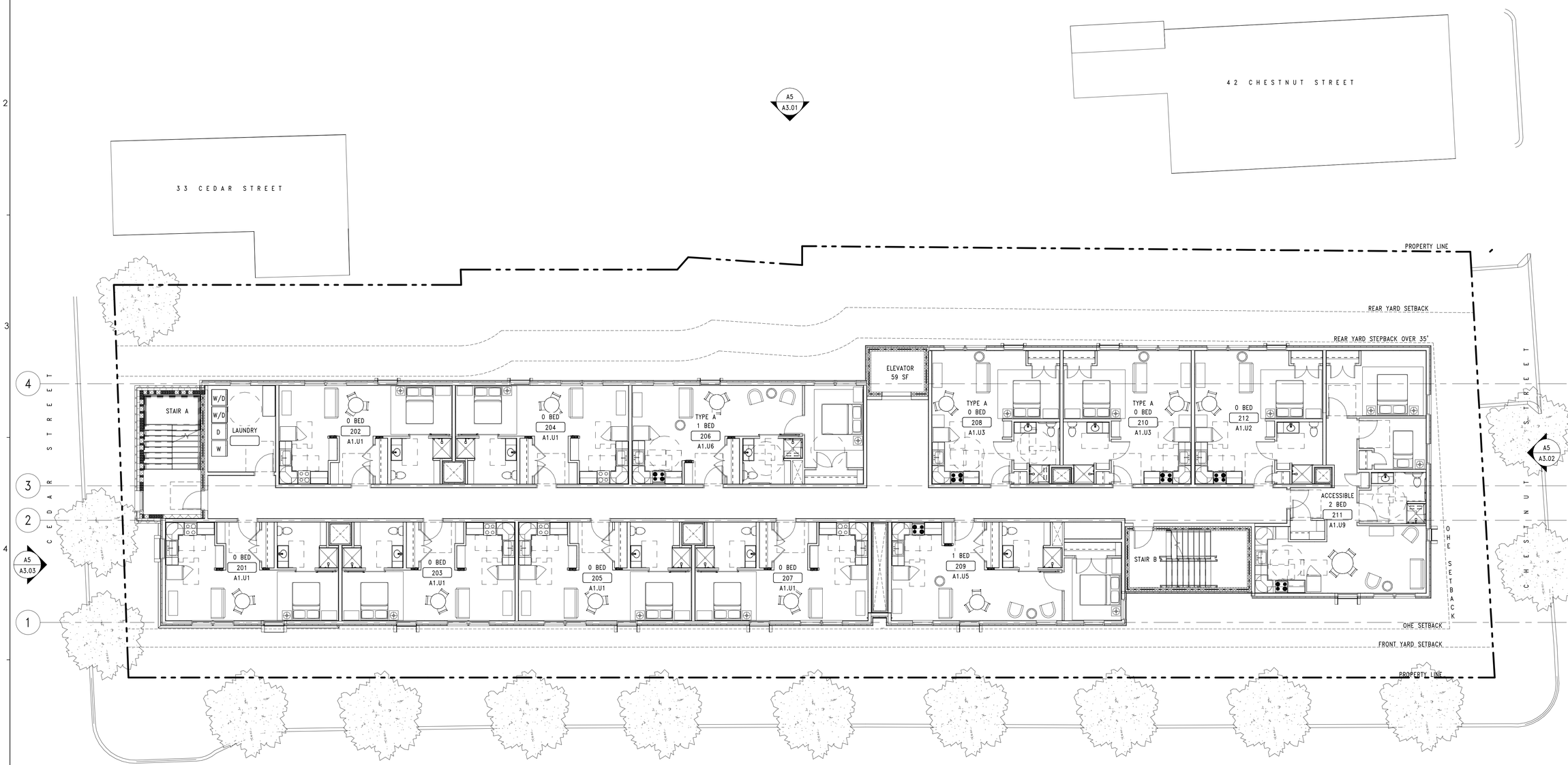
AMENDED PLANNING BOARD SUBMISSION

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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CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN CONSTRUCTION SERVICES

DESIGNER

CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER

AVESTA

OWNER ADDRESS

PROJECT

AVESTA OXFORD

PROJECT ADDRESS

DRAWING

SECOND FLOOR PLAN

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

A1.20

SCALE: 1/8" = 1'-0"

DATE: 2026 | 03 | 13

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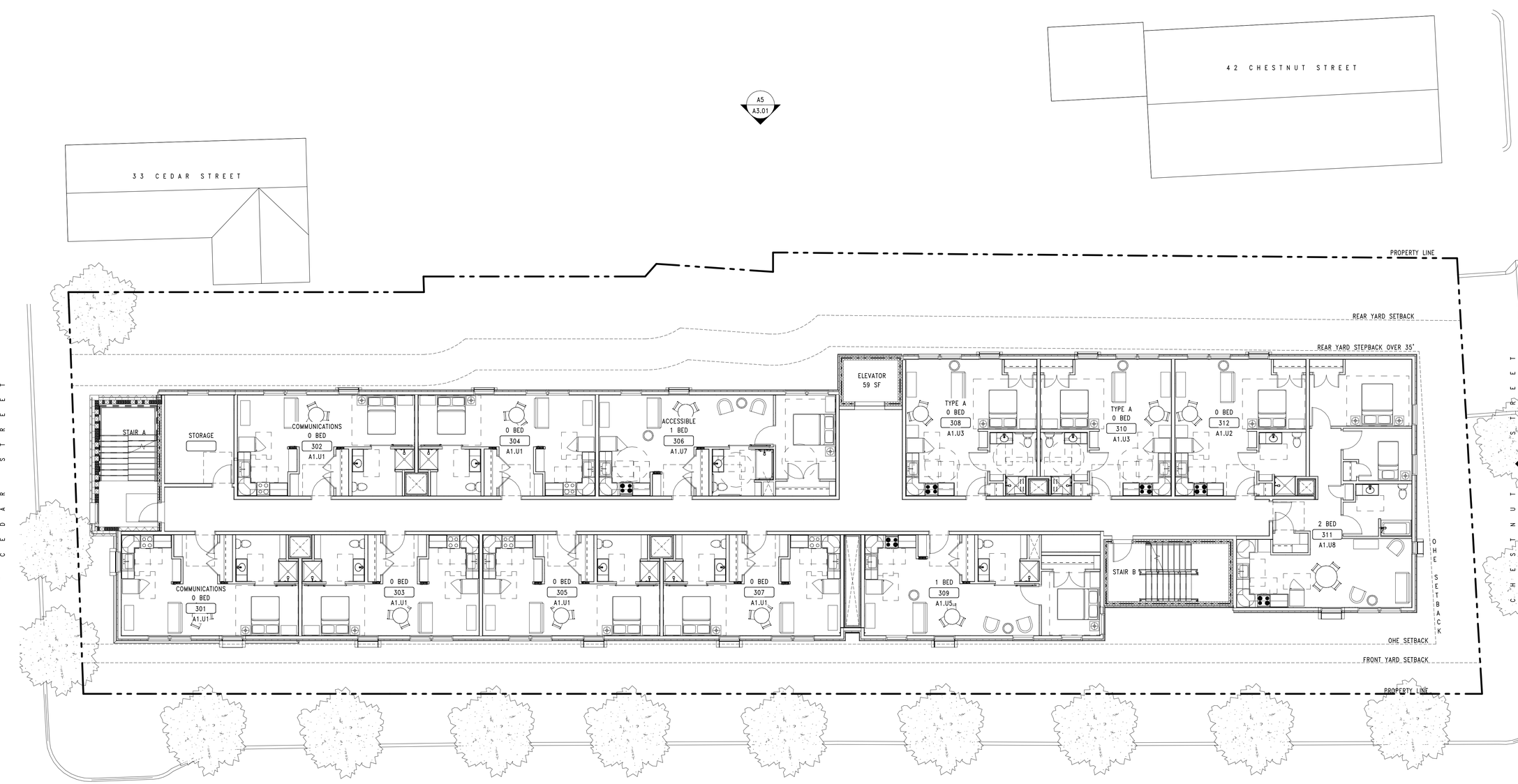
AMENDED PLANNING BOARD SUBMISSION

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



DESIGNER	CWS ARCHITECTURE + INTERIOR DESIGN 264 US ROUTE ONE, SUITE 100-2A SCARBOROUGH, ME 04074 207 774 4441 CWSARCH.COM
OWNER	AVESTA OWNER ADDRESS
PROJECT	AVESTA OXFORD PROJECT ADDRESS
DRAWING	THIRD FLOOR PLAN CWS PROJECT NUMBER: 23039
REVISIONS	

CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN CONSTRUCTION SERVICES

DRAWING NUMBER **A1.30**

SCALE: 1/8" = 1'-0"

DATE: 2026 | 03 | 13

3/27/2026 9:42:37 PM

A5 **03 THIRD FLOOR**

REFERENCED FROM: A3.01 SCALE: 1/8" = 1'-0"

C:\Users\Rhen Reed\Documents\23039_Avesta Oxford St_R23_CENTRAL_breedRC8PW.rvt

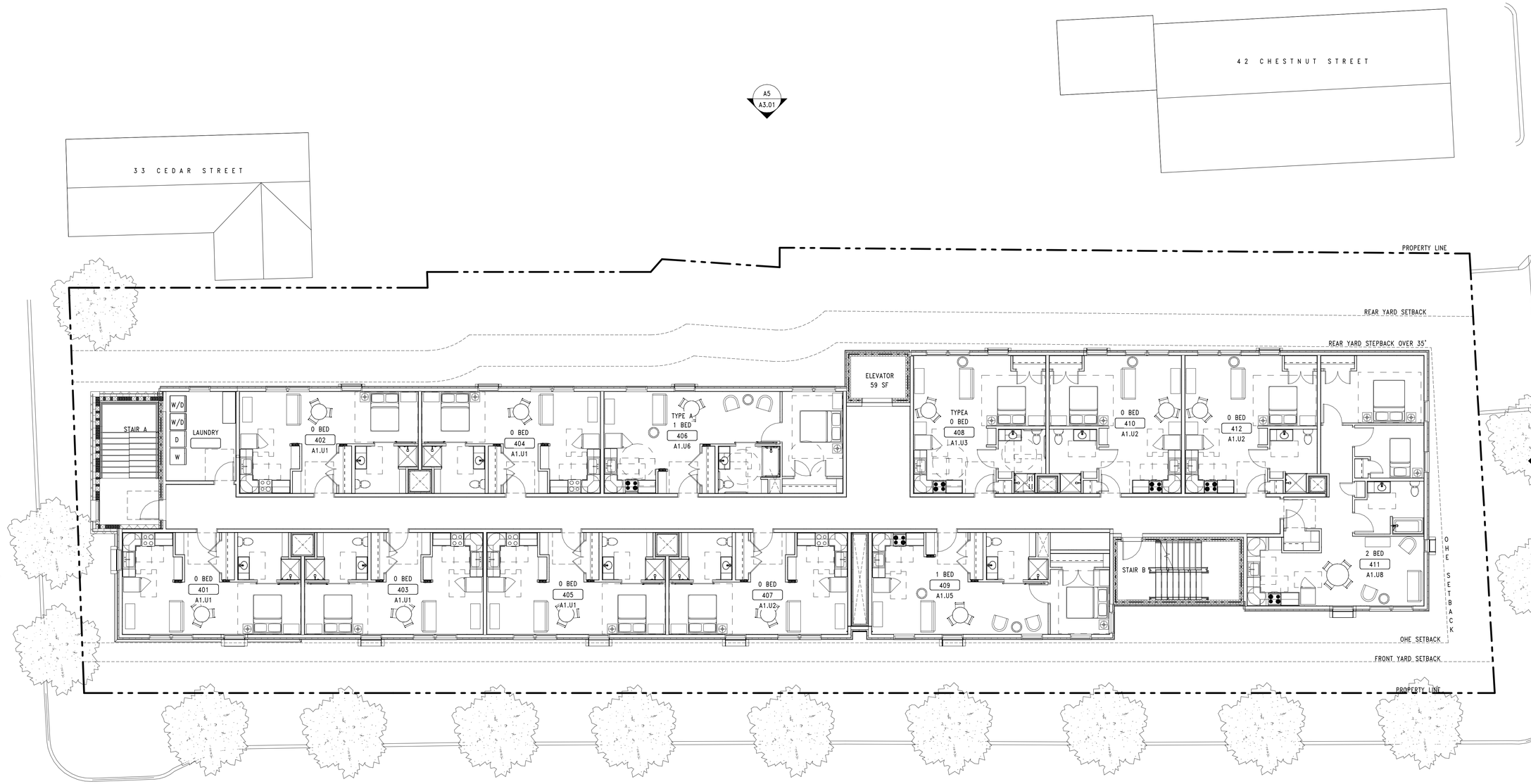
AMENDED PLANNING BOARD SUBMISSION

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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CWS ARCHITECTURE + INTERIOR DESIGN
PLANNING + DESIGN CONSTRUCTION SERVICES

DESIGNER
CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER
AVESTA
OWNER ADDRESS

PROJECT
AVESTA OXFORD
PROJECT ADDRESS

DRAWING
FOURTH FLOOR PLAN
CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER
A1.40

SCALE: 1/8" = 1'-0"
DATE: 2026 | 03 | 13

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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CWS ARCHITECTURE + INTERIOR DESIGN
PLANNING + DESIGN
CONSTRUCTION SERVICES

DESIGNER
CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER
AVESTA
OWNER ADDRESS

PROJECT
AVESTA OXFORD
PROJECT ADDRESS

DRAWING
NORTH ELEVATION
CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER
A3.01

SCALE: 1/8" = 1'-0"
DATE: 2026 | 03 | 13

3/27/2026 3:45:03 PM

AMENDED PLANNING BOARD SUBMISSION

A5 **EAST ELEVATION**
REFERENCED FROM: A1.00 SCALE: 1/8" = 1'-0"

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CWS ARCHITECTURE + INTERIOR DESIGN
PLANNING + DESIGN CONSTRUCTION SERVICES

DESIGNER
CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER
AVESTA
OWNER ADDRESS

PROJECT
AVESTA OXFORD
PROJECT ADDRESS

DRAWING
EAST ELEVATION
CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER
A3.02

SCALE: 1/8" = 1'-0"
DATE: 2026 | 03 | 13

3/27/2026 5:43:07 PM

AMENDED PLANNING BOARD SUBMISSION

A5 **WEST ELEVATION**

REFERENCED FROM: A1.00 SCALE: 1/8" = 1'-0"

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CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN
CONSTRUCTION SERVICES

DESIGNER

CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER

AVESTA

OWNER ADDRESS

PROJECT

AVESTA OXFORD

PROJECT ADDRESS

DRAWING

WEST ELEVATION

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

A3.03

SCALE: 1/8" = 1'-0"

DATE: 2026 | 03 | 13

3/27/2026 3:43:11 PM

AMENDED PLANNING BOARD SUBMISSION

A5 **SOUTH ELEVATION**

REFERENCED FROM: A1.00 SCALE: 1/8" = 1'-0"

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CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN
CONSTRUCTION SERVICES

DESIGNER

CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER

AVESTA

OWNER ADDRESS

PROJECT

AVESTA OXFORD

PROJECT ADDRESS

DRAWING

SOUTH ELEVATION

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

A3.04

SCALE: 1/8" = 1'-0"

DATE: 2026 | 03 | 13

3/27/2026 3:45:14 PM

AMENDED PLANNING BOARD SUBMISSION

A5	**BIRDS EYE REAR ELEVATION**
REFERENCED FROM:	SCALE:

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CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN
CONSTRUCTION SERVICES

DESIGNER

CWS ARCHITECTURE + INTERIOR DESIGN
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SCARBOROUGH, ME 04074
207 774 4441
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OWNER

AVESTA

OWNER ADDRESS

PROJECT

AVESTA OXFORD

PROJECT ADDRESS

DRAWING

BIRDS EYE
REAR ELEVATION

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER
3D.3

SCALE:

DATE: 2026 | 03 | 13

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AMENDED PLANNING BOARD SUBMISSION

A5	**OXFORD & CEDAR - RENDER**
REFERENCED FROM:	SCALE:

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CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN
CONSTRUCTION SERVICES

DESIGNER

CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER

AVESTA

OWNER ADDRESS

PROJECT

AVESTA OXFORD

PROJECT ADDRESS

DRAWING

PERSPECTIVE VIEW
OXFORD & CEDAR

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

3D.1

SCALE:

DATE: 2026 | 03 | 13

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AMENDED PLANNING BOARD SUBMISSION

CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN
CONSTRUCTION SERVICES

DESIGNER

CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER

AVESTA

OWNER ADDRESS

PROJECT

AVESTA OXFORD

PROJECT ADDRESS

DRAWING

PERSPECTIVE VIEW
OXFORD & CHESTNUT

CWS PROJECT NUMBER: 23039

REVISIONS

DRAWING NUMBER

3D.2

A5 **OXFORD & CHESTNUT - RENDER**

REFERENCED FROM: SCALE:

SCALE:

DATE: 2026 | 03 | 13

3/27/2026 9:43:33 PM

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AMENDED PLANNING BOARD SUBMISSION

A5 **PERSPECTIVE VIEW - OUTDOOR ENTRY AT CHESTNUT ST**

REFERENCED FROM: SCALE:

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CWS ARCHITECTURE + INTERIOR DESIGN

PLANNING + DESIGN
CONSTRUCTION SERVICES

DESIGNER

CWS ARCHITECTURE + INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, ME 04074
207 774 4441
CWSARCH.COM

OWNER

AVESTA

OWNER ADDRESS

PROJECT

AVESTA OXFORD

PROJECT ADDRESS

DRAWING

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

MEMO

Date: July 15, 2026

To: Mary Davis, City of Portland Housing & Economic Development

From: Catherine Elliott, Avesta Housing

RE: 197 Oxford Street (The Prime) TIF Request

We understand that there are some questions about the proposed project at 197 Oxford Street, including how it relates to coordinated development efforts by Reveler. We welcome the opportunity to discuss these questions with the Housing and Economic Development Committee and the City Council as the request moves forward.

Reveler-Avesta Partnership

Reveler and Avesta began collaborating in 2023 to facilitate ongoing development of critically needed housing in the Bayside neighborhood. Reveler owned several parcels in the neighborhood, including the land area for 197 Oxford Street. In 2023, Reveler and Avesta entered into an Option Agreement, granting Avesta the opportunity to purchase the land area of 197 Oxford Street for a discounted cost, and for the parties to collaborate on a Joint Site Plan Application. This collaboration allows the applicants to not just meet the City's expectations for Workforce Housing, but actually exceed it – in addition to the twelve Workforce units that would be required by the City in conjunction with Reveler's market rate development, 197 Oxford will deliver an additional 35 affordable units to the neighborhood. Furthermore, the proposed units at 197 Oxford will all be targeted to households earning 60% AMI or less, which is a deeper level of affordability than otherwise would have been achieved. This represents a significant investment in affordable housing at a time of critical need.

Land Sale

Reveler is selling the land area for 197 Oxford Street/The Prime to Avesta. The land cost is a discount to market: the purchase price is $900,000 compared to the $2,000,000 value estimated this month by The Boulos Company. Therefore, this sale represents a 55% discount to market. The land transfer represents the only financial exchange between Reveler and Avesta, and the sale is scheduled to happen on Thursday, July 16.

307 Cumberland Avenue • Portland, Maine 04101
207-553-7777 • 1-800-339-6516 Voice/TTY
207-553-7778 Fax • www.avestahousing.org

Avesta Housing (a tax-exempt entity) will hold the land until construction start, at which point the property will be transferred to an Avesta-affiliated tax credit partnership, Avesta Oxford Street LP. The future building at 197 Oxford Street will be owned by this tax credit partnership, and the management agent for The Prime will be Avesta Housing Management Company. Reveler will have no financial interest in the building or property operations.

Joint Site Plan Approval

On January 14, 2025, Reveler and Avesta received Planning Board approval for a Phased Site Plan / Joint Site Plan Application that includes three phases of development. The three phases will create 95* units of housing in Portland's Bayside neighborhood, including 47 affordable units. Twelve of those affordable units will be designated as IZ units to meet the City's requirements for the 48 market units that are being constructed in Phase II and III. The three phases are as follows:

Phase I:	47 Units at 197 Oxford Street
Phase II:	24 Units at 50 Cedar Street
Phase III:	24 Units at 158 Lancaster Street

**The original proposal was for 96 units, with 48 market units and 48 affordable units. However, the City approved a reduction to the unit count in Phase I in May 2026 when the building was reconfigured to be affordable housing only, with no Housing First element. This reduces the affordable unit count to 47.*

Bayside Master Plan

These three phases of development are not part of the Bayside Master Plan. They are located in the same vicinity and have some of the same parties involved, but the efforts are distinct.

TIF Request

In recognition of the regulatory requirement for market rate developers to also produce 25% Workforce Units units, and that the required workforce housing units are excluded from receiving municipal support, we sized the TIF specifically to support only the LIHTC units constructed in excess of the Workforce Housing requirement.

The City of Portland typically supports 75% TIFs for 30 years, which helps properties operate effectively despite the reduced income from affordable rents. TIFs at this rate also maximize points on the MaineHousing LIHTC application. With 47 units in total, 12 of which are identified as Inclusionary Zoning Units, only 35 units at The Prime are eligible for TIF financing. Avesta applied that 75% TIF logic to the 35 eligible units of The Prime, resulting in an effective 56% TIF for the project.

This TIF reduces operating costs, which allows the project to be able to afford higher debt service. This, in turn, allows the project to borrow more funds at the beginning of the project to pay for construction costs. This is especially critical in the current market, where we are seeing costly regulatory impacts from legislation like Build America, Buy America (BABA), as well as ongoing material and labor challenges that are driving costs up. The TIF is a critical element for the project financial feasibility, as also demonstrated in the underwriting performed by the City.

The TIF has no direct financial impact on the market rate housing and will not benefit the Reveler-owned developments that are part of the Joint Site Plan.

Significance

The TIF is a critical part of securing funding for the proposed 47 affordable units at The Prime. Without the TIF, not only does the financial feasibility of the project slip, but the application to MaineHousing for funding will likely not be competitive. If the project does not receive an award, then not only are the 47 affordable units delayed for an unknown period of time, but the additional 48 units of market rate housing would also be delayed. It is possible that none of the 95 units of housing approved through the Joint Site Plan would be built if the TIF is not granted for support of the affordable units at 197 Oxford.

The TIF:

- Is critical to the financial feasibility of 35 affordable units that otherwise couldn't be built
- Supports development of affordable units that exceed the Workforce Housing requirement for Reveler, and achieve deeper affordability
- Increases the likelihood of a MaineHousing LIHTC award, which directly facilitates creation of all 47 affordable units, and indirectly, the 48 market-rate units
- Shortens the length of time that the land will be held by a tax-exempt non-profit, since Avesta is acquiring the land in July of this year and will hold the property until redevelopment begins
- Does not have any direct financial benefit to Relever or the market units, as the capital and operating budget for the affordable building at 197 Oxford is fully distinct and owned/controlled by Avesta Housing and affiliates

Thank you for your consideration. We look forward to discussing this in greater detail in upcoming meetings. Please do not hesitate to reach out with any further questions.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: June 16, 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

On June 30, The Housing and Economic Development Committee voted (1-2, Sykes and Michniewicz opposed) against recommending this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on June 15. 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

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: 06/16/2026

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: June 16, 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

On June 30, The Housing and Economic Development Committee voted (2-1, Sykes opposed) to recommend this item to 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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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. Amendment 1 to Order 260-2526
3. Dec of Cov 15-19 Cedar 6.4.26
4. Dev Prog 15-19 Cedar 6.4.26

5. 15-19 Cedar info packet for council

Prepared by:
Mary Davis, Division Director
Date: 06/16/2026

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.

AMENDMENT 1 TO ORDER 260-25/26
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR ALI
RE: DASHAWAY COMMONS UNITS

***

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~~ 29 affordable rental housing; and

***

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 amended attached hereto as Exhibit A-1, 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 as amended and attached hereto as Exhibit A-1, 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 amended and attached hereto as Exhibit A-1; and

***

EXHIBIT A-1

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~~ twenty-nine (29~~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~~ twenty-nine (29~~30~~) units of newly built affordable rental housing. ~~Eighteen (18)~~Some units will be available for individuals below~~at~~ fifty percent (50%) of the area median income, and ~~twelve (12)~~all units will be available for individuals below~~at~~ sixty percent (60%) of area median income. The project would set aside 10% of the units (~~three~~ two (2~~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.

[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.

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~~ twenty-nine (~~30~~29) 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 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

28. 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.

29. Specific Improvements or activities to be funded with tax increment 30. revenues	31. Timing of each planned improvement	32. Amount ($) to be funded with tax increment revenues	33. Amount to be funded by other sources	34. Location inside or outside district?	35. Resulting public benefit
Project Operating Costs. 36.	37. Annually	38. $50,493.38	39. $670,652 – Rental Income	40. Inside	41. Affordable rental units
42. Total Costs	43.	44. $50,493.38	45. $670,652	46.	47.

48.

49. 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

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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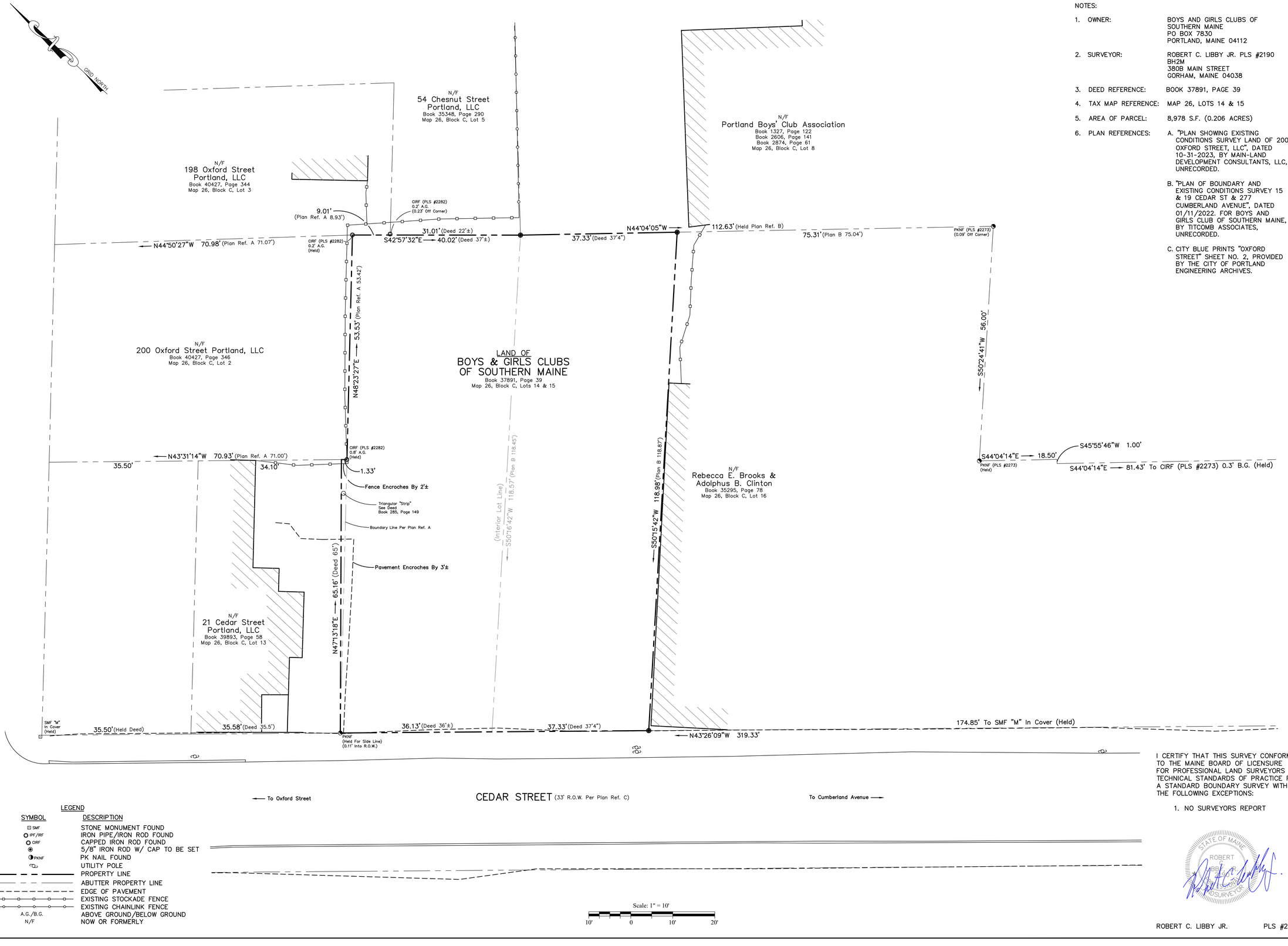

NOTES:

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.

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

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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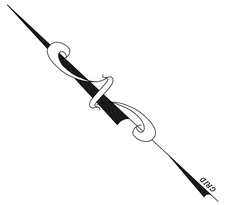
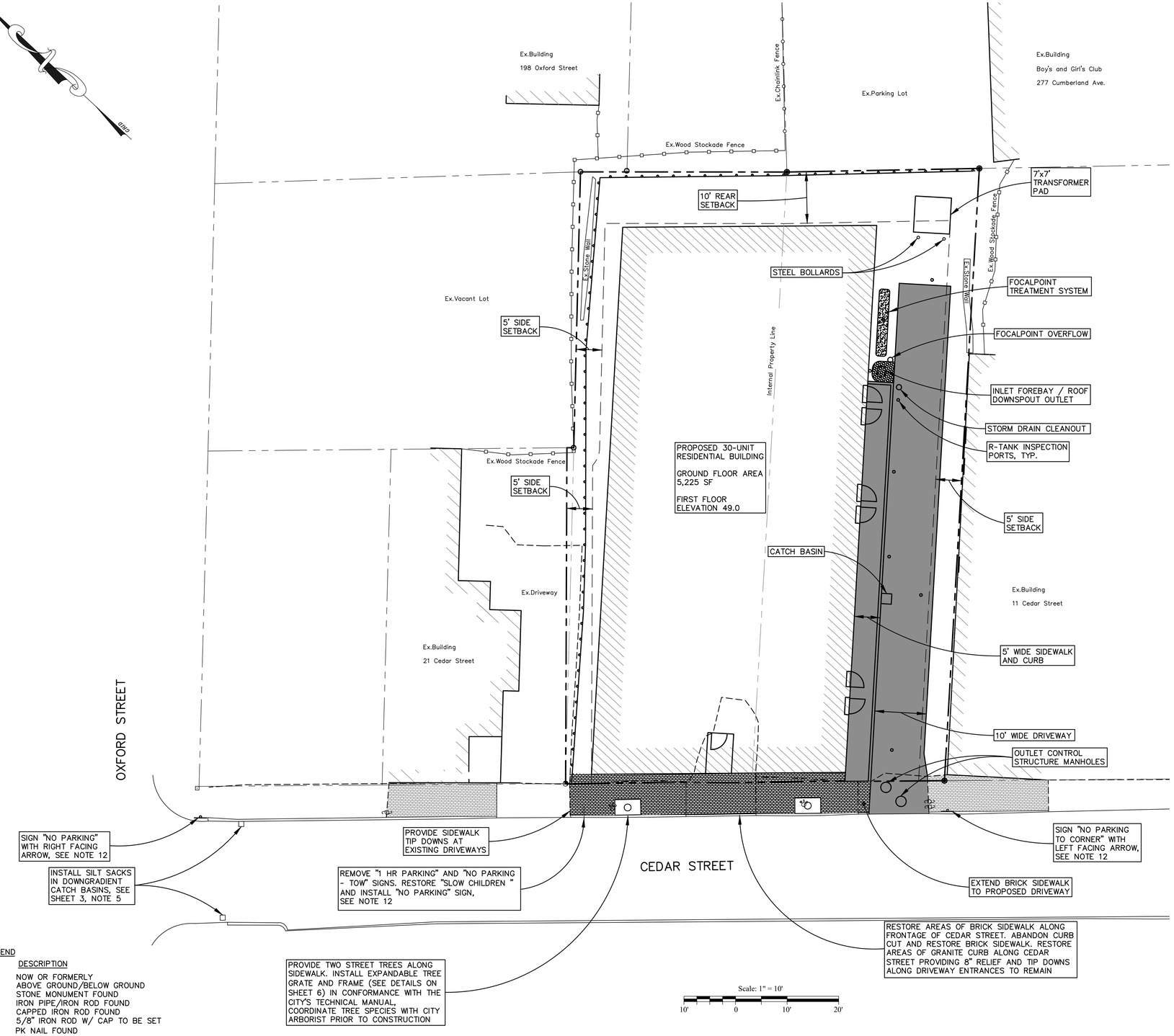
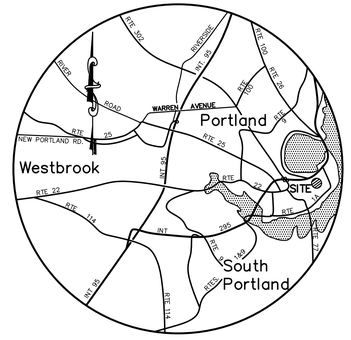




LEGEND

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

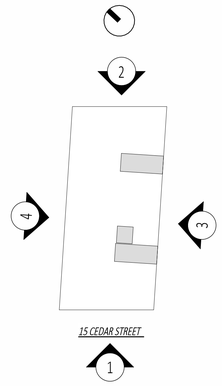
A0.02

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: June 16, 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

On June 30, The Housing and Economic Development Committee voted (2-1, Sykes opposed) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on June 15. 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

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. Amendment 1 to Order 261-2526
3. CEA 15-19 Cedar 6.4.26

Prepared by:
Mary Davis, Division Director
Date: 06/16/2026

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.

AMENDMENT 1 TO ORDER 261-25/26
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR ALI
RE: DASHAWAY COMMONS UNITS

***

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 as amended in Exhibit A-2 attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is authorized to sign the agreement as amended 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.

***

EXHIBIT A-2

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

And

AVESTA 15-19 CEDAR LP

DATED: _____ ____, 202_

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ATTACHMENTS (as designated in the AHTIF application to Maine Housing and attached here)
Attachment 5 Copy of District Map
Attachment 3.4 Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 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~~ twenty-nine (29~~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

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

And

AVESTA 15-19 CEDAR LP

DATED: _____ ____, 202_

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ATTACHMENTS (as designated in the AHTIF application to Maine Housing and attached here)
Attachment 5 Copy of District Map
Attachment 3.4 Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 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: June 16, 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

On June 30, The Housing and Economic Development Committee voted (3-0) to recommend this item to 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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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: 06/16/2026

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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Article III. Financial Plan

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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 Lanteigne
Abbey Lanteigne, 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: June 16, 2026

SUBJECT: Order 263-25/26 Approving an Amendment to the Credit 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

On June 30, The Housing and Economic Development Committee voted (3-0) to recommend this item to the City Council.

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on June 15. 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

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: 06/16/2026

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: June 16, 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. It received its first reading on June 15. Five affirmative votes are required for passage after public comment.

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: 06/16/2026

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

CITY OF PORTLAND
IN THE CITY COUNCIL

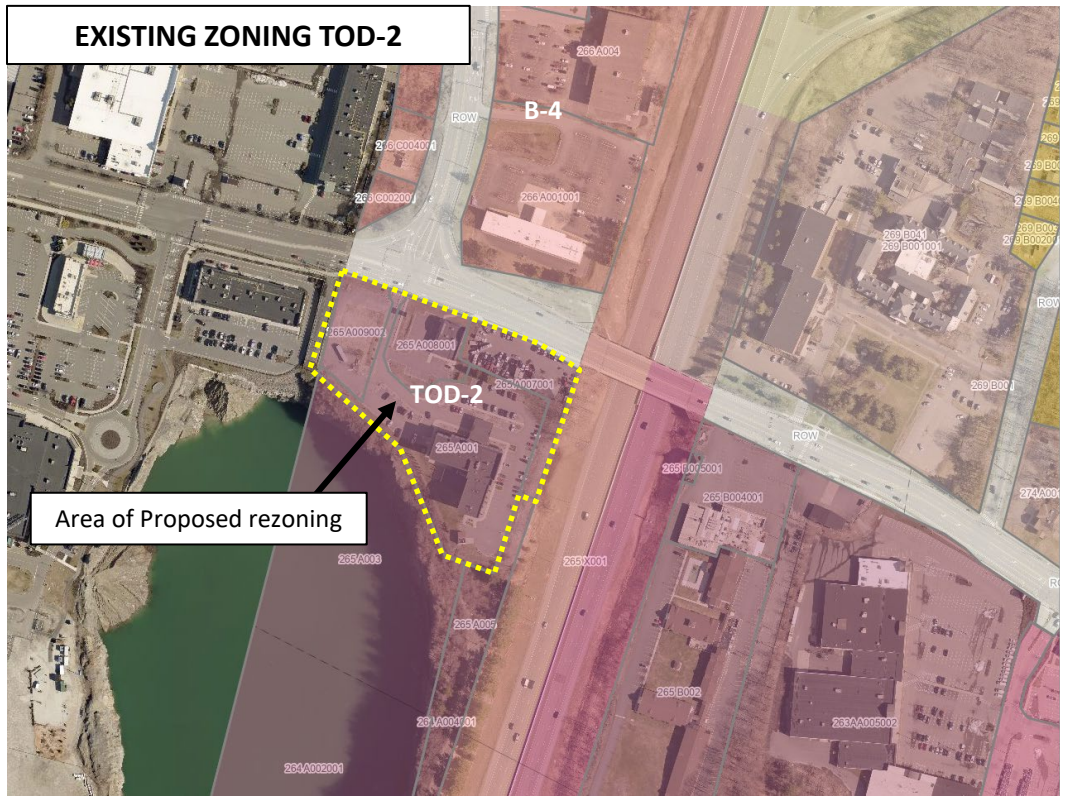
SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

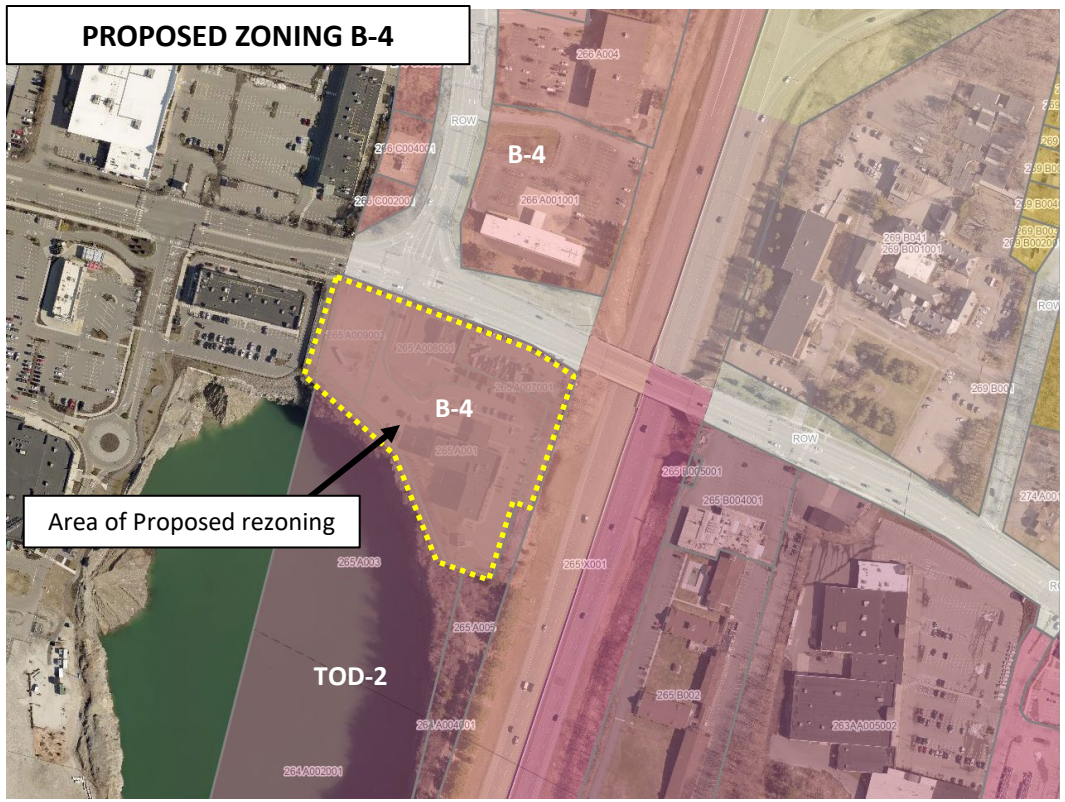
AMENDMENT TO PORTLAND ZONING MAP
RE: B-4 ZONE FOR 1220 BRIGHTON AVENUE AND ADJACENT PARCELS

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)

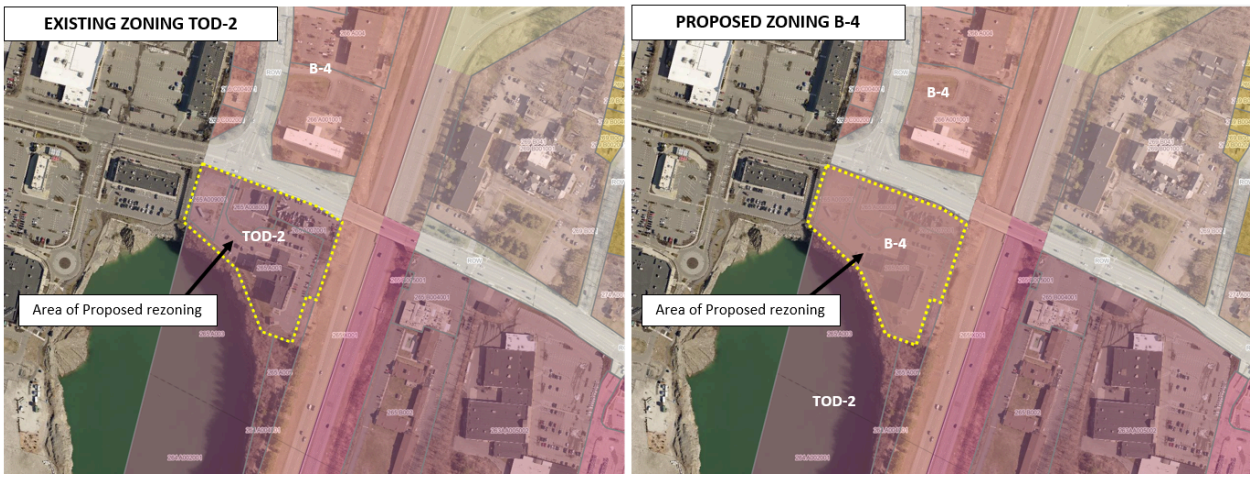


Figure 1: Existing zoning (left) | Proposed zoning (right) Rezoning area boundary outlined in yellow

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).

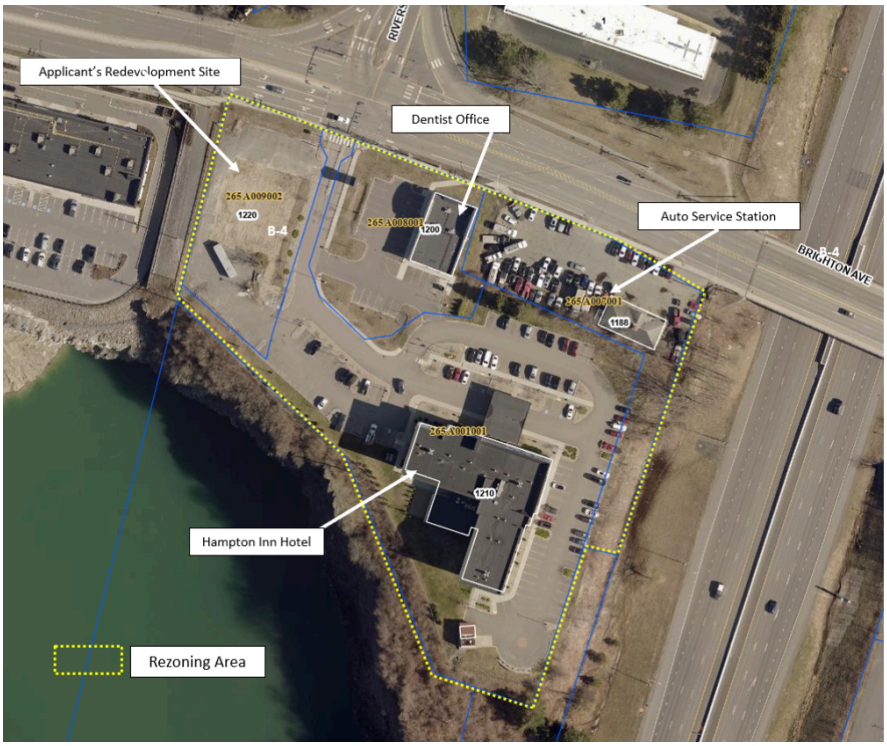


Figure 4: Proposed Rezoning Area (outlined in yellow)

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.

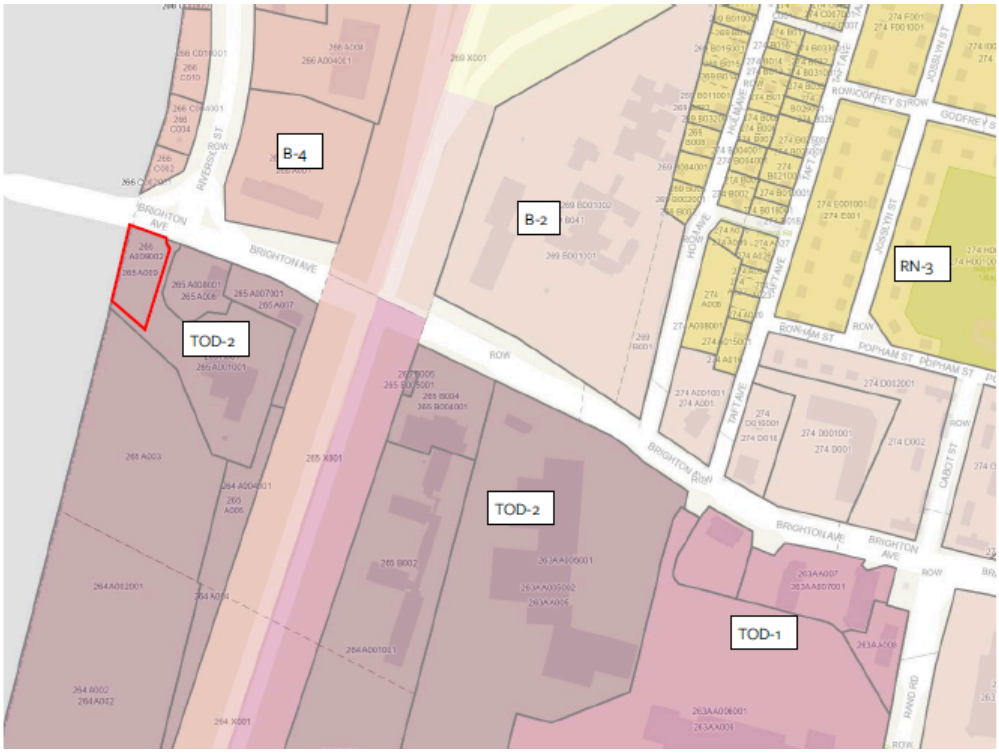


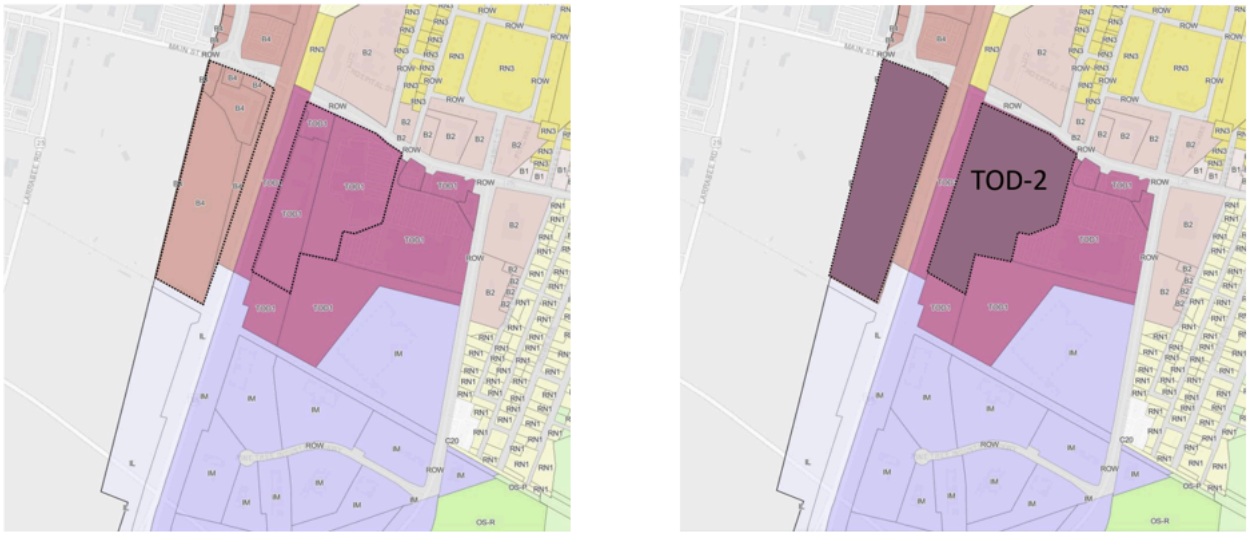
Figure 7: Surrounding Zoning Context Map

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).



Draft ReCode Zoning Map | Draft ReCode Zoning Map City Council Amendment

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.

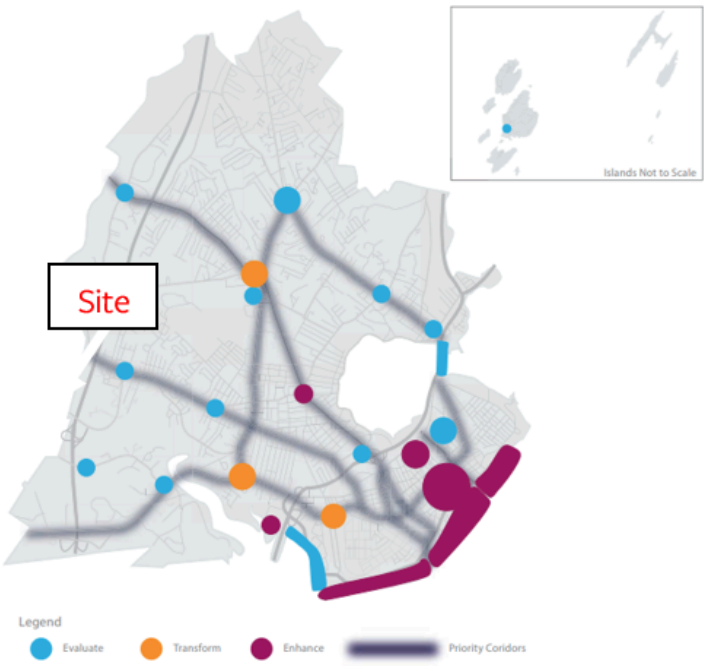
***Table 3** provides a comparison of the dimensional requirements between the two proposed zones.*

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.

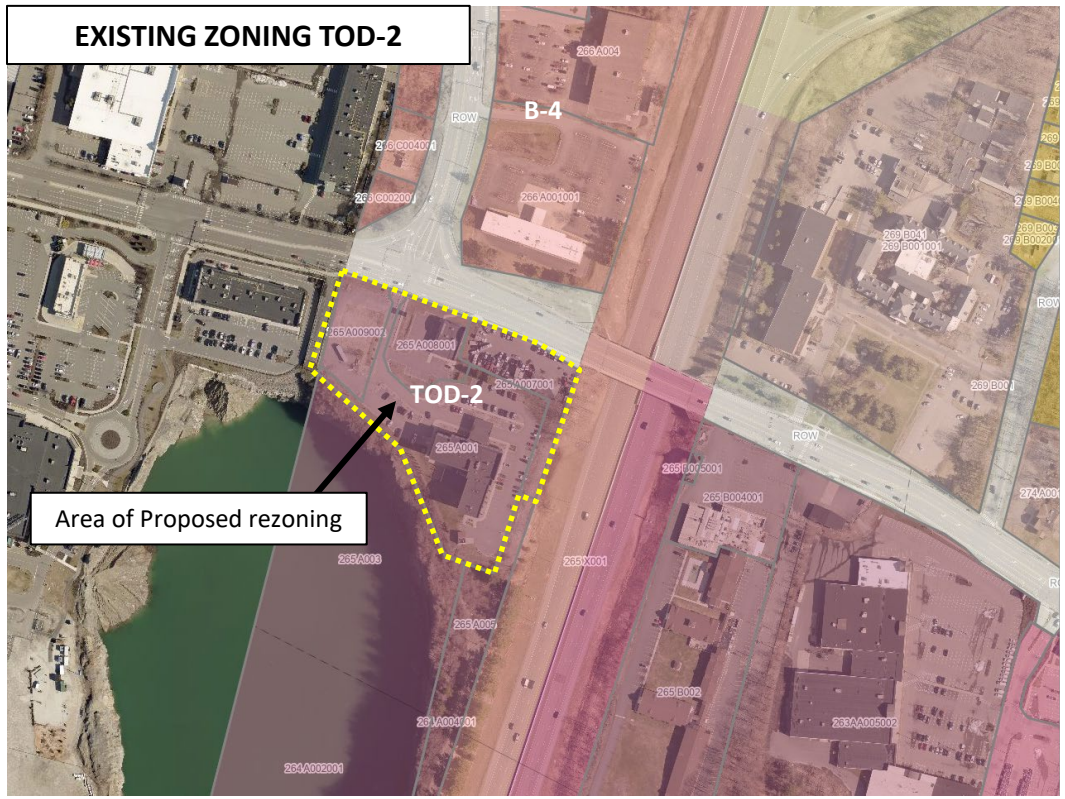
PLANNING BOARD RECOMMENDATION

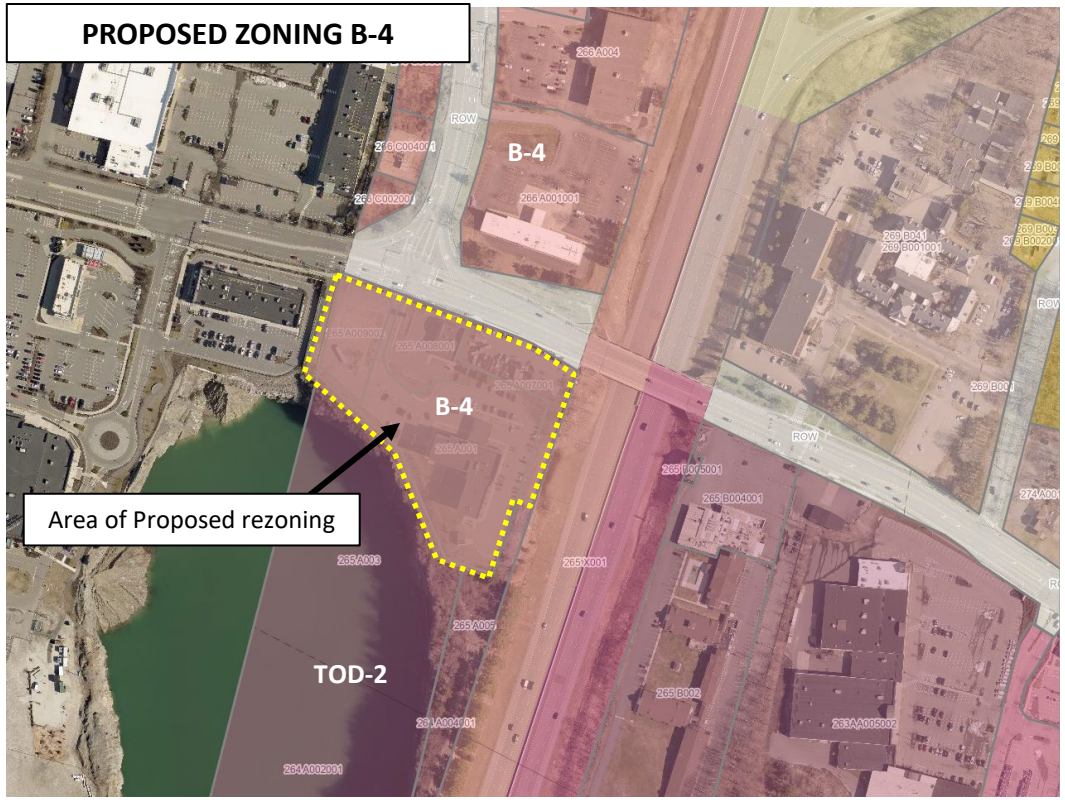
On May 26, 2026, the Planning Board voted unanimously (7-0) to recommend that the City Council adopt a zoning map amendment to rezone the following parcels from the Transit Center Zone (TOD-2) to Commercial Corridor Zone (B-4) Attachment A:

- 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
B-4
TOD-2
Area of Proposed rezoning

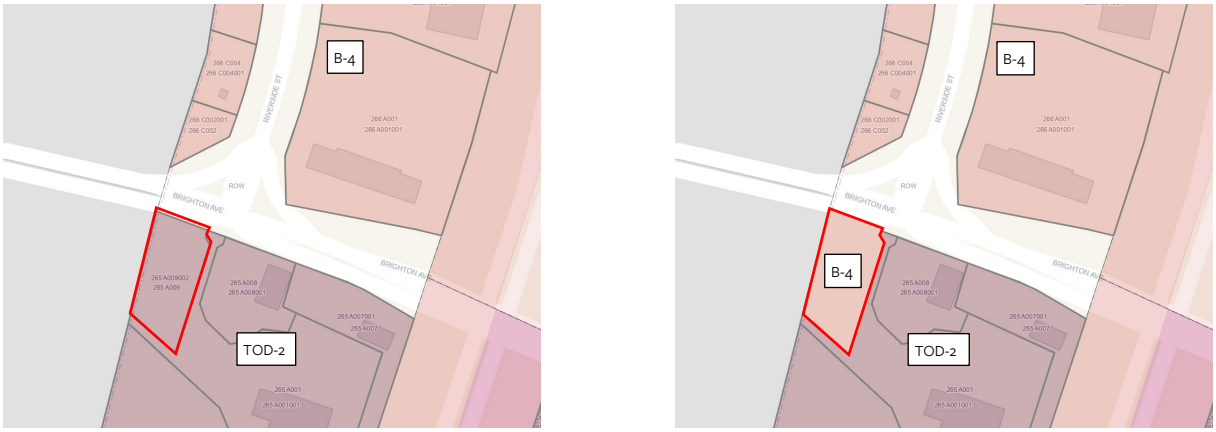

PROPOSED ZONING B-4
B-4
B-4
Area of Proposed rezoning
TOD-2

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

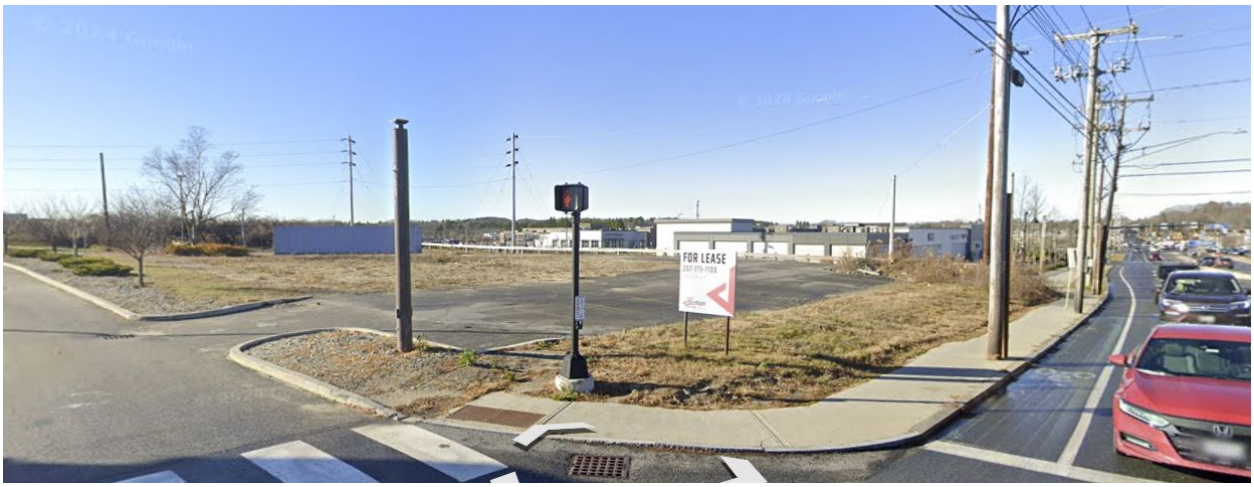


Figure 2: Google image of 1220 Brighton Ave from November 2024

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.

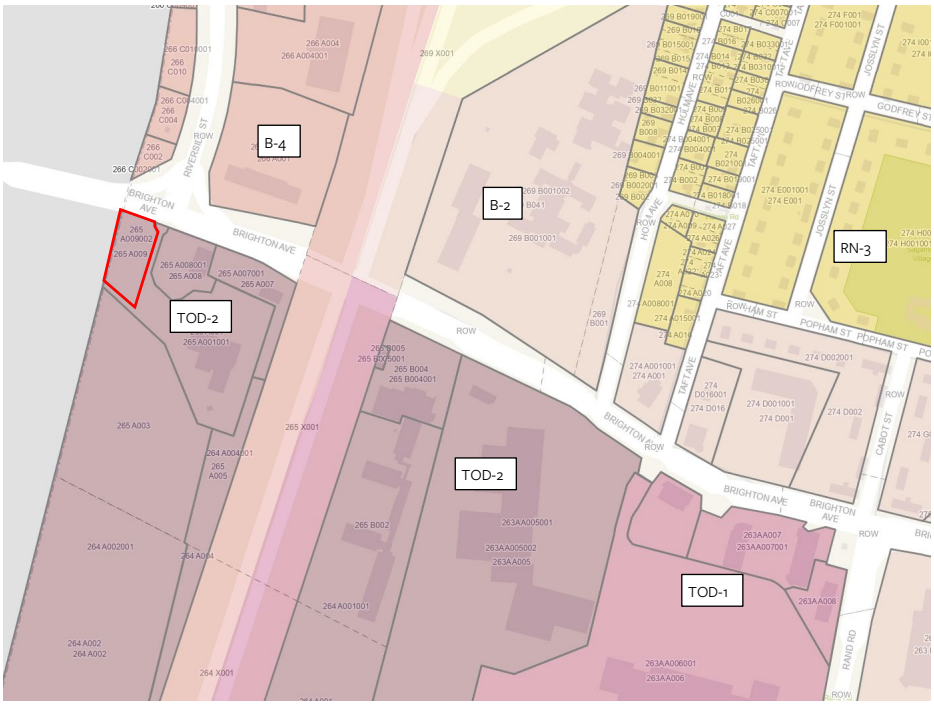


Figure 3: Zoning Map of Brighton Ave

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

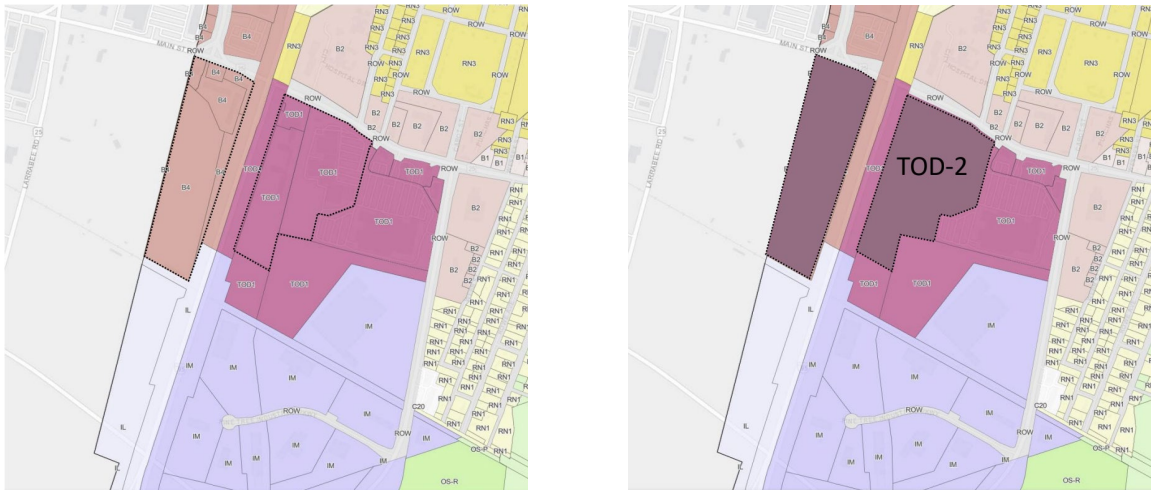
A Planning Board workshop was held on April 14, 2026 for the zoning map amendment at the subject property. At the workshop, Planning Staff provided the Board and public with an overview of the applicant's proposed zoning map amendment. Staff reminded the Board that all zoning amendments must be found 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.

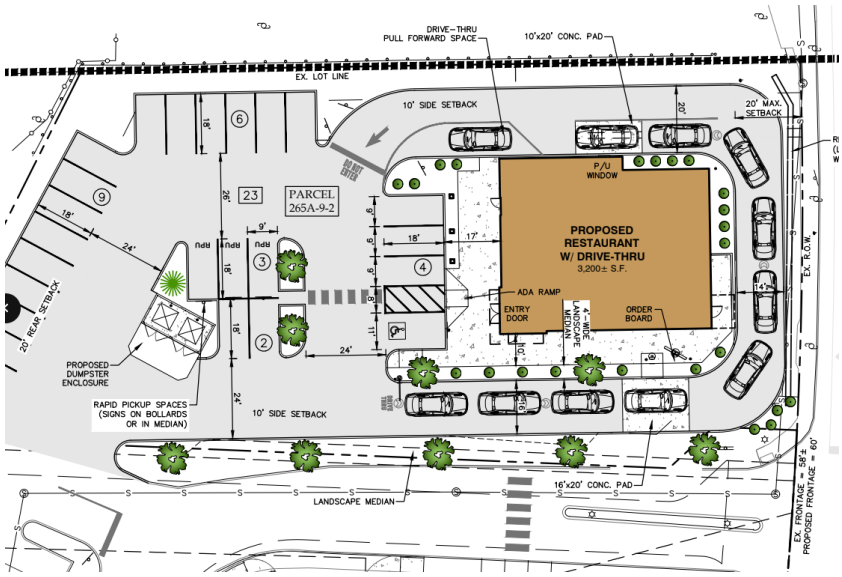


Figure 7: The conceptual site plan for 1220 Brighton Avenue

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

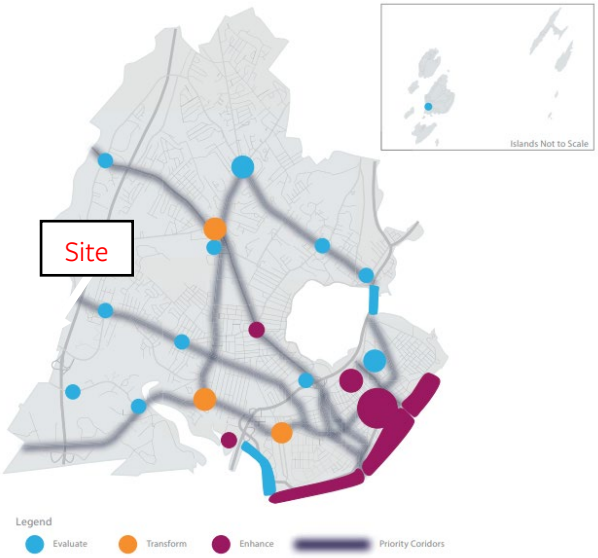


Figure 9: Portland's Plan 2030 Priority Nodes and Corridors from the Future Land Use Section

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

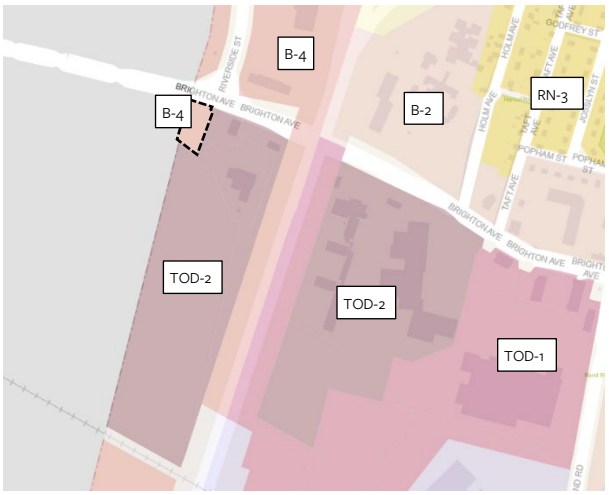
standards encourage a *"pedestrian-scale built environment" that* emphasizes building placement close to the street, with an active and continuous street wall, rather than automobile-oriented development. The rezoning of this portion of Brighton Avenue from B-4 to TOD-2 in 2024 reflected an intent to 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.

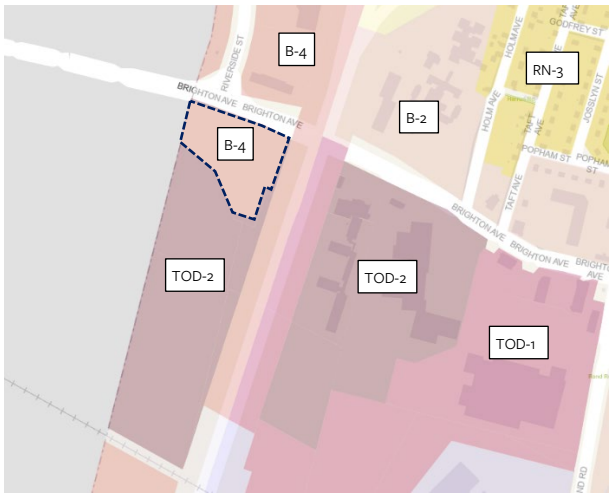
Accordingly, the proposed rezoning presents a trade-off between accommodating existing development patterns and site-specific constraints and supporting broader Comprehensive Plan objectives related to growth along identified corridors and the coordination of transportation and development. In considering 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.

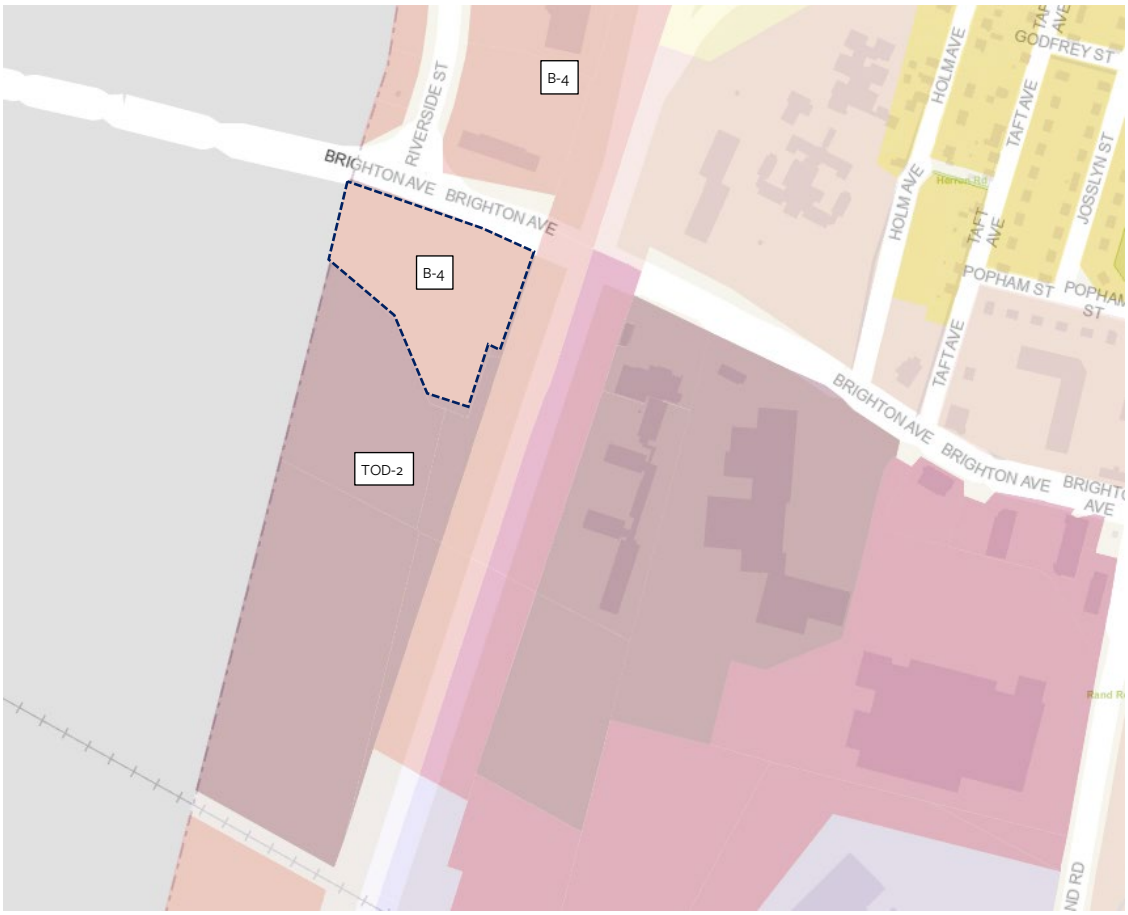


Figure 12: Zoning Map amendment for 1220, 1210, 1200, and 1188 Brighton Avenue

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

389 Congress Street, Room 315 • Portland, Maine 04101 • 207-874-8703
zoning@portlandmaine.gov • www.portlandmaine.gov

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.

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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

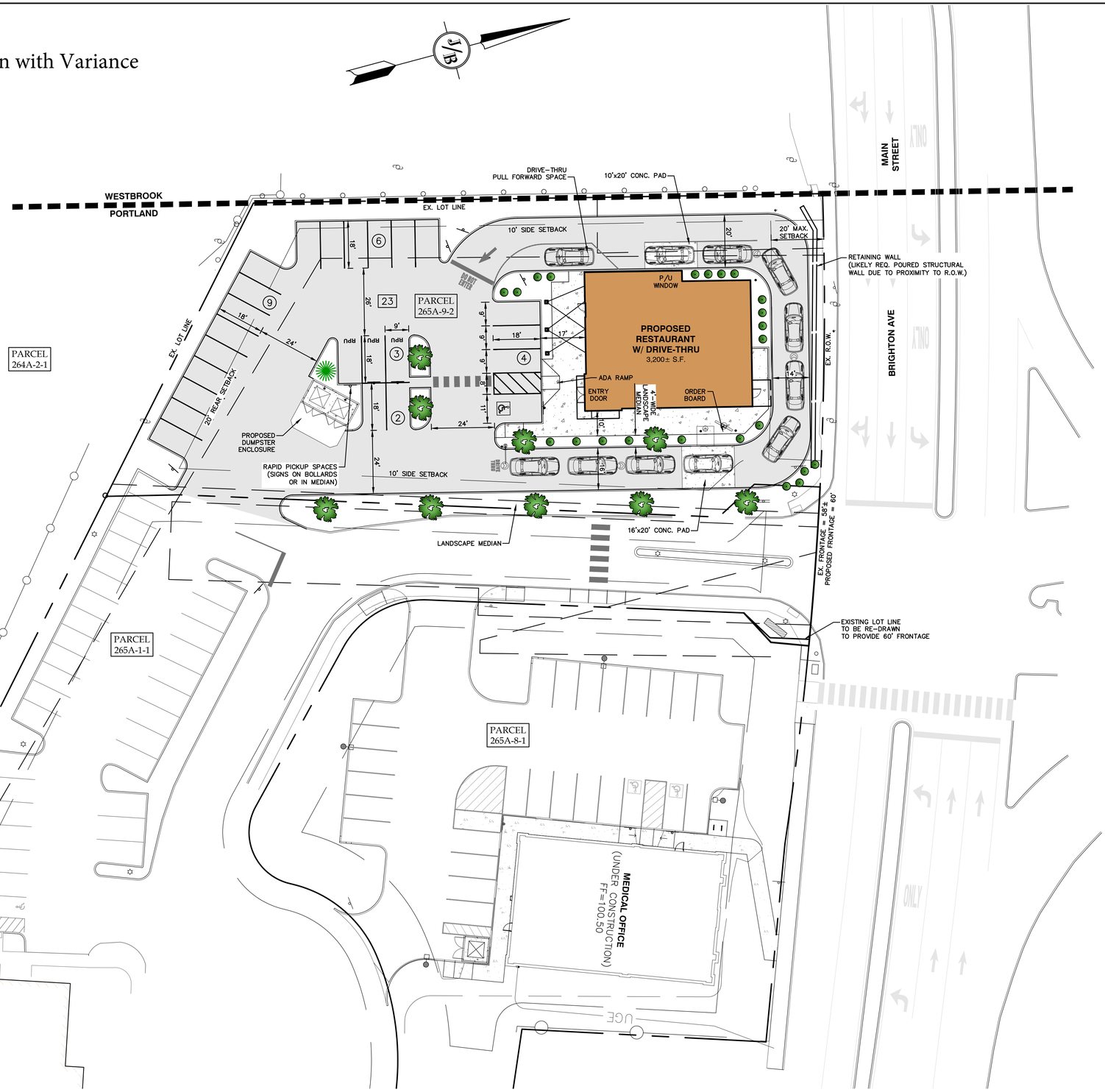
DOC :5018 BK:41278 PG:144
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
02/11/2025, 12:37:33P
Register of Deeds Jessica M. Spaulding E-RECORDED

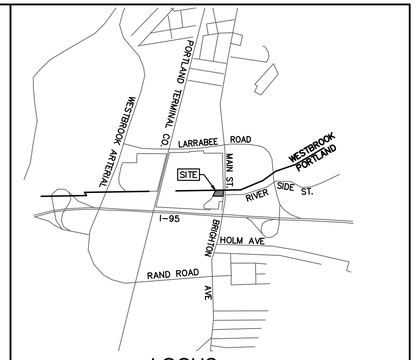
STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

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

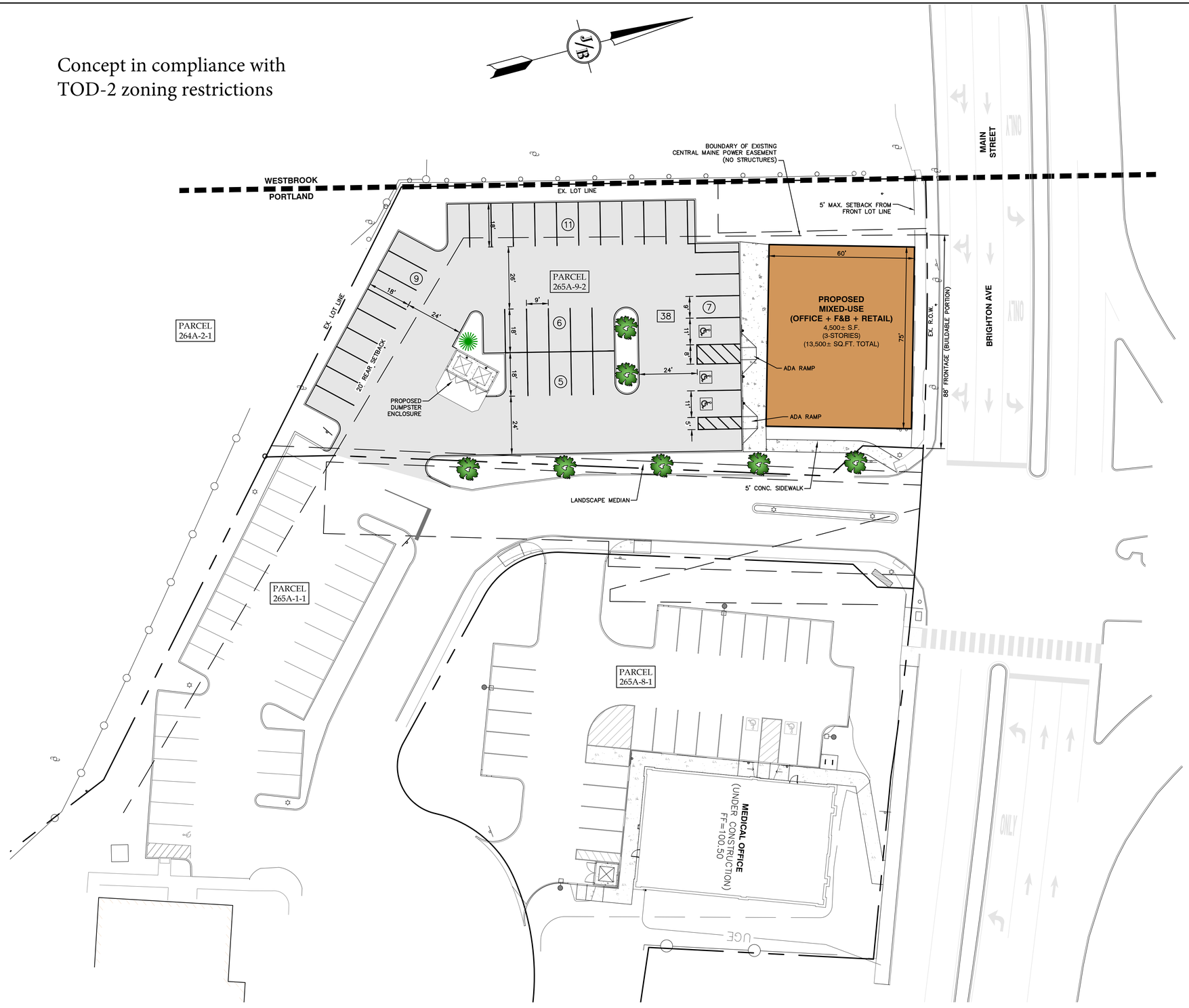
Plan Name:	CONCEPTUAL SITE PLAN
Project:	PROPOSED COMMERCIAL REDEVELOPMENT 1220 BRIGHTON AVENUE, PORTLAND, ME
Owner of Record:	PORTLAND WEST REALTY, INC 1150 BRIGHTON AVE, PORTLAND, ME 04102

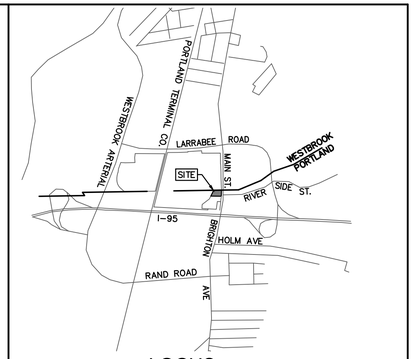
DRAWING No.

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.

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Design: ISM	Draft: ISM	Date: 9/5/25
Checked: WGM	Scale: AS NOTED	Project No.:20784
Drawing Name: 20784_CONCEPT 19.DWG		

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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

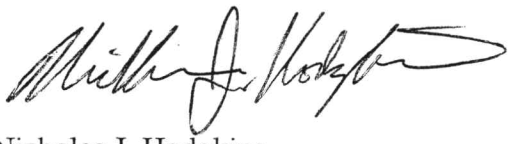
printed on recycled paper

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

Hampton Inn & Suites
FOR LEASE

Cumberland St
Exit 48
Brighton Ave
Rowe
Ford
shaw's
KOHL'S
LEE
MARKET BASKET
ROCK ROW
BILL DODGE
JOANN
Bangor Savings Bank
LOWE'S
Hampton Inn
95
95

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

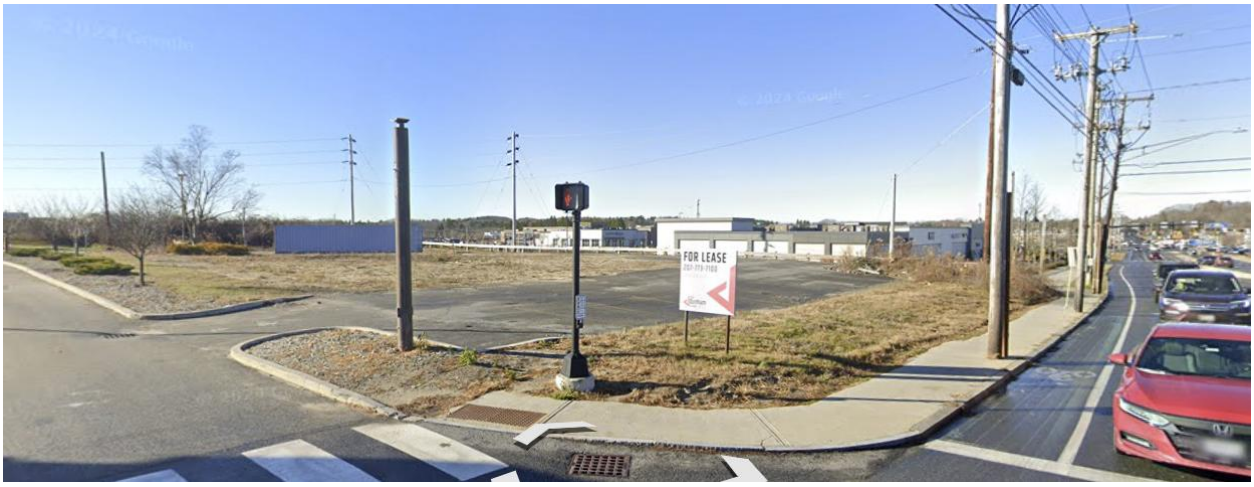

Figure 2: Google image of 1220 Brighton Ave from November 2024

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.

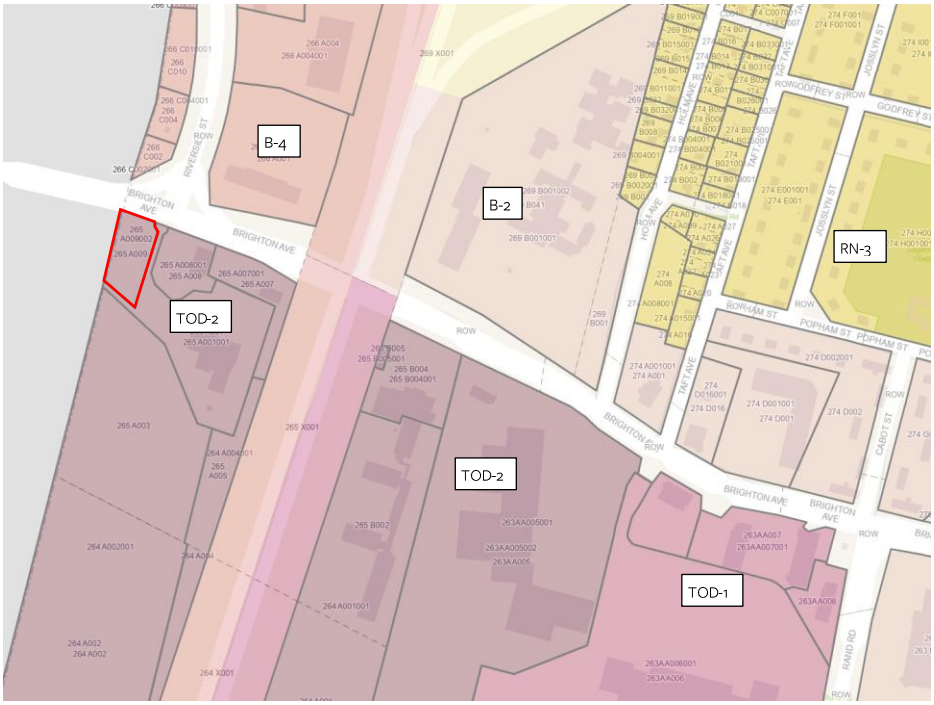

Figure 3: Zoning Map of Brighton Ave

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.

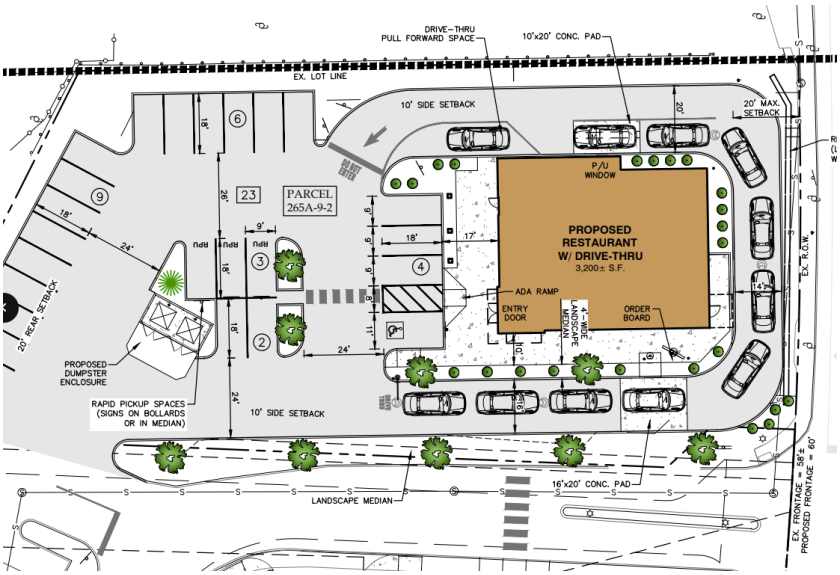

Figure 4: The conceptual site plan for 1220 Brighton Avenue

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.

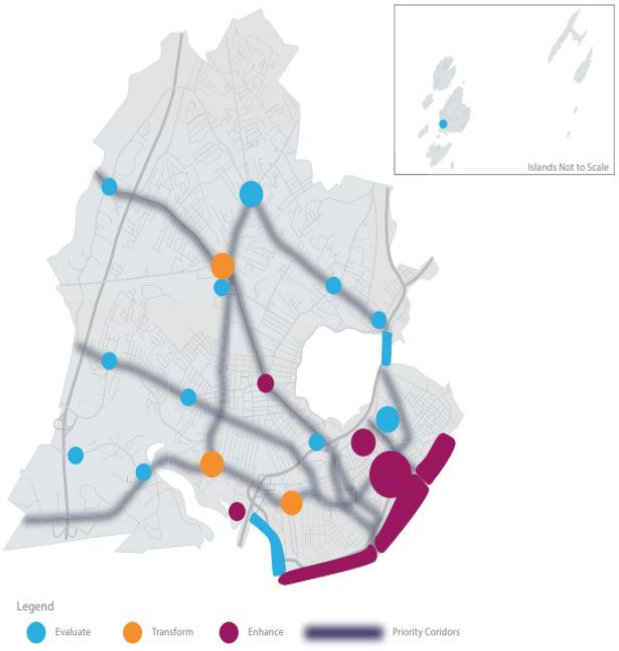

Figure 5: Portland's Plan 2030 Priority Nodes and Corridors from the Future Land Use Section

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
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February 11, 2026

Planning Board
City of Portland
389 Congress Street
Portland, Maine 04101

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.

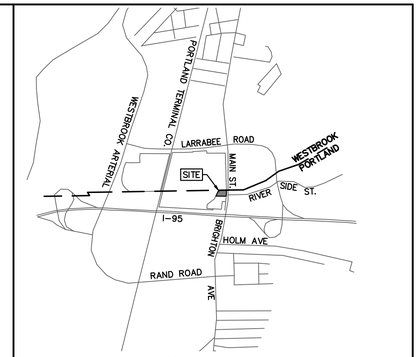
By: _____
Kamlesh Patel
President

DOC :5018 BK:41278 PG:144
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
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.

0	02/04/26	ISSUED FOR REVIEW	TCR
REV.	DATE	REVISION	BY

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.

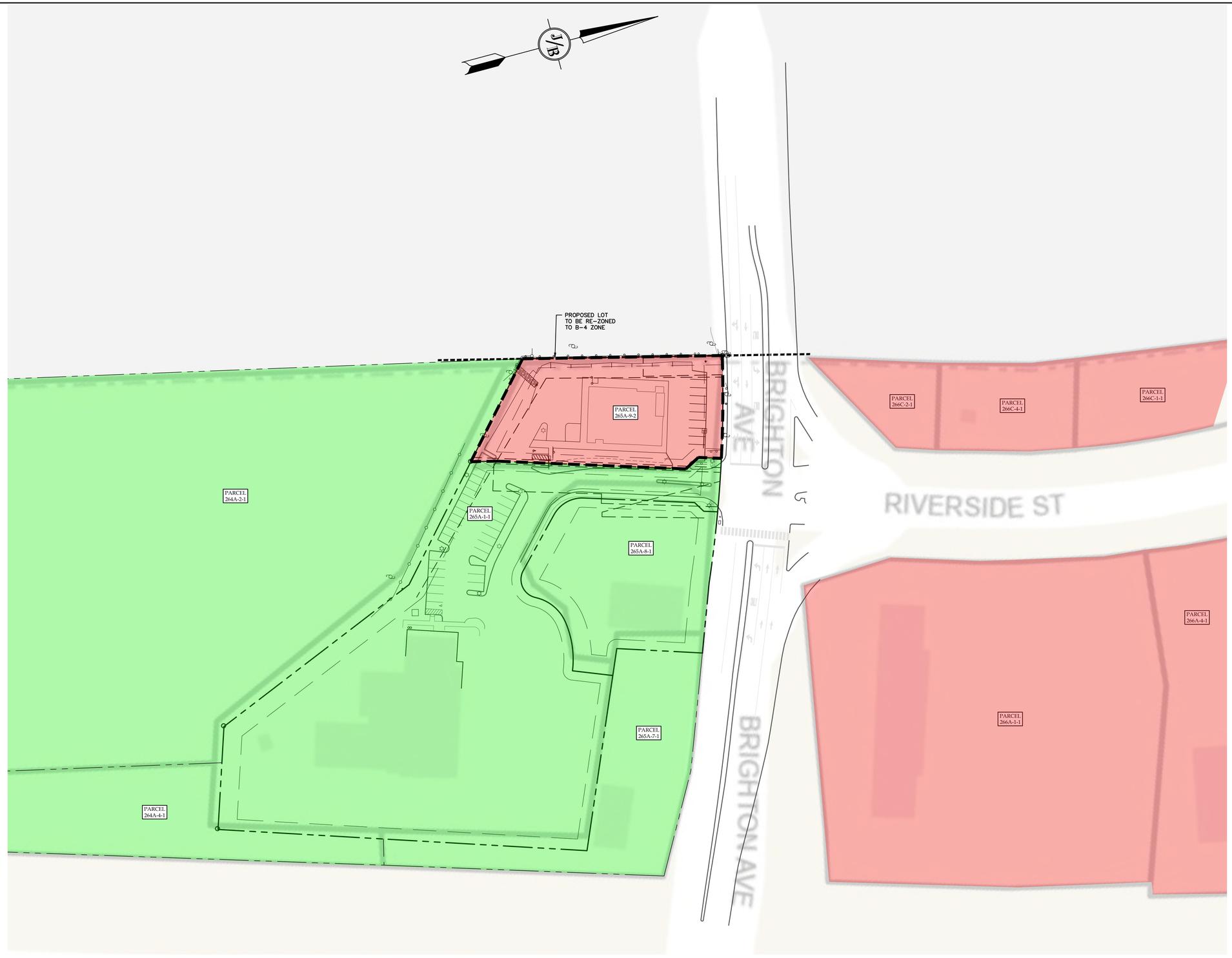
Designed and Produced in NH
Jones & Beach Engineers, Inc.
85 Portsmouth Ave.
PO Box 219
Stratham, NH 03885
Civil Engineering Services
603-772-4746
FAX: 603-772-0227
E-Mail: JBE@JONESANDBEACH.COM

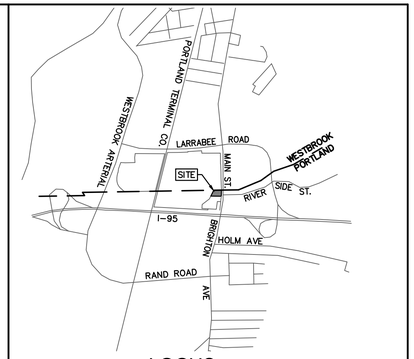
Plan Name:	VICINITY PLAN
Project:	PROPOSED COMMERCIAL REDEVELOPMENT 1220 BRIGHTON AVENUE, PORTLAND, ME
Owner of Record:	PORTLAND WEST REALTY, INC 1150 BRIGHTON AVE, PORTLAND, ME 04102

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

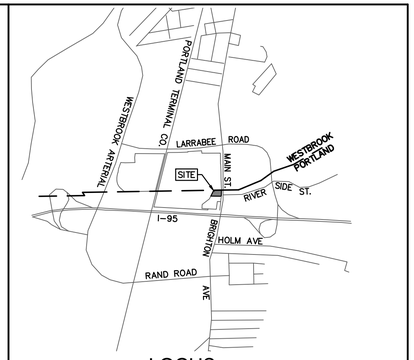
Designed and Produced in NH
Jones & Beach Engineers, Inc.
85 Portsmouth Ave.
PO Box 219
Stratham, NH 03885
Civil Engineering Services
603-772-4746
FAX: 603-772-0227
E-Mail: JBE@JONESANDBEACH.COM

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

GEORGE J. MARCUS
(Retired)
MYER M. MARCUS
(1914-2015)

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.

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.

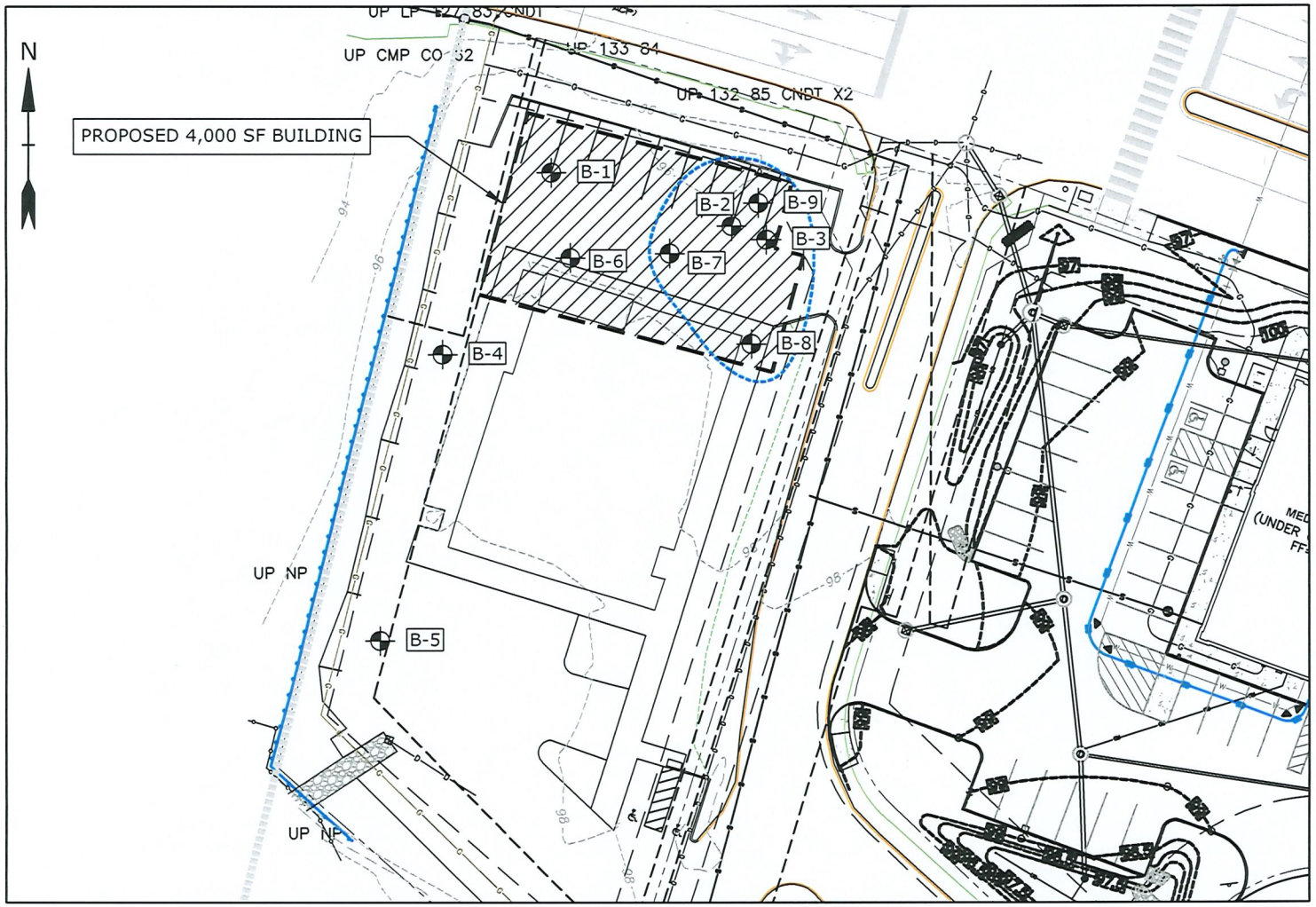
Scott Wozniakowski, PG
Environmental Project Manager

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. T:\AS\S1\1 Accounts\002 - Empeople Credit Union\Geotechnical\Figures\Fig 1 - env.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
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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**	
		S4 / 20"	9-11	WOR-1	S4: Very loose, gray, fine to medium SAND and SILT, moist		
10				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

Project: Empeople Credit Union
Location: 1220 Brighton Ave, Portland, ME
Client: Adrenaline

Boring No. **B-8**
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. 97.5' 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,		
15				2-3	trace Glass, trace Asphalt, wet		
	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	S12: Dense, brown, fine to medium SAND, little Silt, moist	24'	1
				16-24			
					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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Certifications & Approvals: MA (M-MA086), NH NELAP (2064), CT (PH-0826), IL (200077), IN (C-MA-03), KY (KY98045), ME (MA00086), MD (348), NJ (MA935), NY (11148), NC (25700/666), OH (CL108), OR (MA-1316), PA (68-03671), RI (LAO00065), TX (T104704476), VT (VT-0935), VA (460195), USDA (Permit #525-23-122-91930).

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 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 Date Collected: 10/17/23 12:00

Client ID: B-8, S-11 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	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
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: 1,8270E-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
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: 1,8270E-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	**Lab Number:**	L2361902
Project Number:	A-5104-002-05	**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.

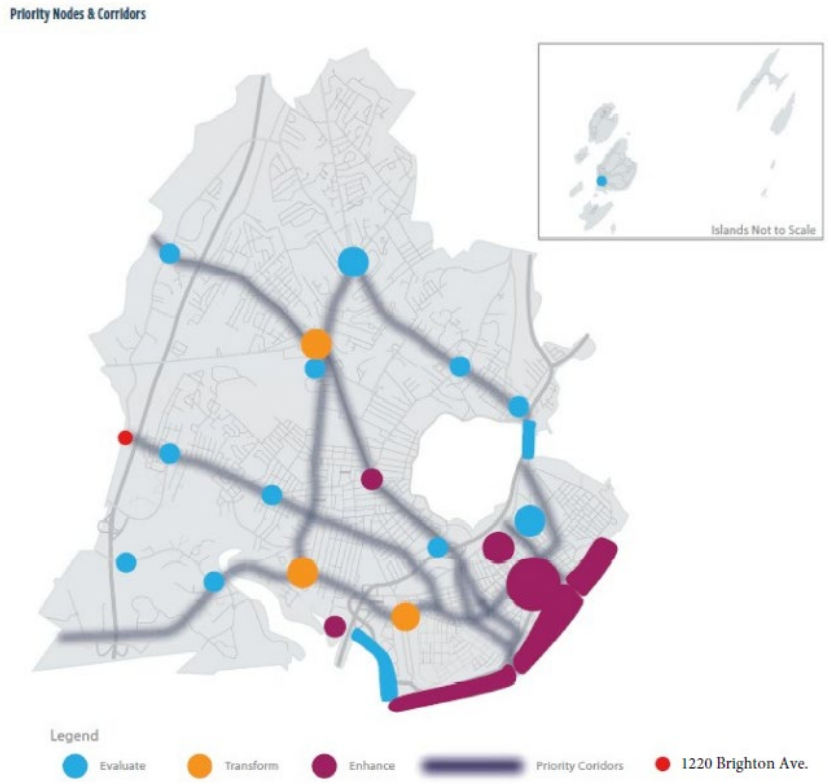
The Plan aspires to mitigate and redevelop brownfields to support productive uses and healthier environments for residents. The Plan at p. 22. Rezoning the Property from TOD-2 to B4 allows for the Property to be developed and productive despite the presence of hazardous materials in its soil.

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.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 8, 2026

SUBJECT: Order 8-26/27 Approving the Third Amendment to Employment Agreement Between the City of Portland and Danielle P. West - Sponsored by Mark Dion, Mayor

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 approves an amendment to City Manager West's employment contract that extends the term of the contract for an additional three years and establishes an annual base salary of $240,000.

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 Third Amendment to City Manager Contract
2. West, Danielle P._City Manager Contract_05.15.2023
3. West, Danielle P._1st Amendment to 5.15.23 Employment Agreement_05.14.2026
4. West, Danielle P._2nd Amendment to 5.15.23 employment agreement_06.30.2026
5. THIRD AMENDMENT to City Manager West Employment Agreement clean for council 071726

Prepared by:
Date: 07/08/2026

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 THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PORTLAND AND DANIELLE P. WEST

ORDERED, that the Third 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.

DocuSign Envelope ID: E2CA9953-6903-4F94-B5C0-E699BA95A8B5

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, effective as of May 15, 2023 (hereinafter referred to as "Agreement"), is by and between the City of Portland, Maine, a municipal corporation organized under the laws of the State of Maine (hereinafter referred to as "City"), and Danielle P. West of Portland, Maine (hereinafter referred to by name or as "City Manager").

W I T NE S S E T H:

WHEREAS, the City desires to employ Danielle P. West as City Manager of the City of Portland, Maine, as provided for in the City Charter of the City of Portland; and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Danielle P. West desires to accept employment as City Manager of the City of Portland under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment and Term of Agreement

A. The City of Portland hereby hires and appoints Danielle P. West as its City Manager, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City's employment of Danielle P. West as City Manager under this Agreement shall be effective May 15, 2023 (the "Effective Date"), after review and approval by at least five (5) members of the City Council at a duly noticed City Council meeting. The period from May 15 of a given year under this Agreement to May 14 of the following year shall be referred to herein as a "Contract Year." The term of this Agreement shall be three (3) Contract Years or until terminated by the City or by the City Manager as provided herein. No later than six months prior to the Agreement's expiration, the City and the City Manager shall notify each other concerning whether or not each party desires to renew this Agreement. Should the City decide to renew the Agreement, negotiations shall be commenced no later than three (3) months prior to the Agreement's expiration. The City may decide not to renew this Agreement for any reason or for no reason. The City Manager acknowledges and agrees that she has no right to renewal of this Agreement.

Section 2. Salary, Other Compensation, Sabbatical, and Evaluation.

A. For the performance of services pursuant to this Agreement for the first Contract Year, the City agrees to pay the City Manager an annual base salary of Two Hundred and

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Ten Thousand Dollars ($210,000.00) (the "Base Salary"), payable in installments at the same time and in the same manner as other City employees are paid. For the second and third Contract Years, the City Manager's Base Salary shall be subject to cost of living adjustments at the same time and in the same manner as all other non-union City employees.

B. Sign-On Bonus. The City shall pay to the City Manager a one-time sign-on bonus in the amount of $7,500.00 (the "Sign-On Bonus"), payable upon the City's first regular payroll date following the Effective Date and subject to all applicable tax reporting and withholding requirements. Notwithstanding the foregoing, the City Manager acknowledges and agrees that if she voluntarily resigns or the City terminates her employment for cause prior to the first anniversary of the Effective Date, the City Manager shall repay the Sign-On bonus to the City within 30 days of such termination without reduction for any taxes withheld by the City upon its payment of the Sign-On Bonus.

C. Sabbatical. In recognition of the City Manager's many years of dedicated service to the City, including her service as Interim City Manager since November 2021, which occurred during a period of substantial uncertainty at the City, the City Manager may take one four-week paid sabbatical during the months of June through August 2023. Prior to beginning her sabbatical, the City Manager shall take steps to designate appropriate staff to act on her behalf as may be necessary for City business to continue uninterrupted during the City Manager's absence. During the sabbatical, although the City Manager will not be required to perform the duties of her position, the City Manager shall remain officially employed by the City, the relationship between the City Manager and the City will remain subject to this Agreement, the City Charter, City Personnel Policies and Procedures, and applicable laws, rules, and regulations. The City Manager shall not be required to use her own accruals for this paid sabbatical.

D. Merit Payment. Prior to the beginning of each Contract Year, the City Council, in consultation with the City Manager, shall identify criteria that the City Manager must satisfy in order to be eligible for the merit payment described in this paragraph. Such criteria are subject to the approval of a majority of the Councilors, but in light of the City Council's goal to always use a lens that prioritizes racial, social, and justice equity, the criteria will include, without limitation, evidence of satisfactory completion of justice, diversity, equity, and inclusion training during each contract year. Provided that the City Council determines, in its discretion, that the City Manager has satisfied the applicable merit payment criteria in a given Contract Year, the City Manager shall receive a merit payment at the end of the contract year in the amount set forth below:

1. Up to 3% of Base Salary at the end of the first Contract Year.
2. Up to 4% of Base Salary at the end of the second Contract Year.
3. Up to 5% of Base Salary at the end of the third Contract Year.

E. Additionally, the City may increase the Base Salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the basis of a 6-month check-in or an annual performance evaluation of the City Manager. Such check-in or evaluation shall be in such form as the Council deems appropriate per the City Charter.

F. Except as specifically set forth herein, nothing in this Section shall require the City to increase the Base Salary or other benefits of the City Manager. Furthermore, the City's failure

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to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Duties and Obligations.

A. The City Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Portland. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

B. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform her duties under this Agreement. The City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder. The City Manager shall not teach, consult, or conduct any other non-City connected business without first notifying the City Council in writing of her intent to do so. Any such activities shall not interfere with her primary obligations to the City as its City Manager.

C. In no case shall the City Manager serve on the boards or be in the employ of organizations which either have a history of or are likely to be before the City, its boards or committees, for funding, permits, approvals or regulatory activities.

In the event the City Manager shall serve on any other appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities as City Manager, in the event any monies are paid, or gifts received, by the City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

D. In the event the City Manager is temporarily unable to perform her duties, she shall designate an Acting City Manager for up to sixty (60) days per the City Charter. The City Council shall appoint an acting City Manager in the event of an absence in excess of sixty (60) days.

Section 4. Automobile Allowance and Communications Equipment

The City Manager is required to be on-call for twenty-four (24) hours a day, seven (7) days per week service. In recognition thereof:

A. The City shall provide the City Manager an automobile allowance of $750.00 per month. The City Manager acknowledges and agrees that she is not and shall not be eligible for any mileage reimbursement in connection with her employment with the City during the term of this Agreement.

B. The City shall also provide computer equipment and services for home base connectivity available 24/7, a cell phone or other City provided resources on the same terms as applicable to Department Heads.

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Section 5. Dues and Subscriptions

The City agrees to pay the City Manager's professional dues for membership in the International City/County Management Association, and the Maine Municipal Association. The City shall also pay other dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 6. Professional Development

Each contract year during the term of this Agreement, the City will pay the City Manager's costs for annual Maine bar registration and continuing legal education programs up to the amount that the Office of Corporation Counsel includes in its annual budget for each attorney in that department, and which amount shall be included in the City Manager's proposed annual budget for the Executive Office. Notwithstanding the foregoing, the City Manager and the City acknowledge and agree that the City Manager shall not provide legal advice or otherwise act as counsel to the City. The City Manager shall include any other expenses for professional development or related travel and subsistence expenses in her proposed annual budget for the Executive Office, which shall be subject to the City Council's approval through the course of the annual budget process.

Section 7. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas, subject to the limitation in Section 3C above.

Section 8. Vacation and Sick Leave

The City Manager shall carry over all accrued but unused vacation leave into her first contract year and shall have enough vacation leave hours added to that amount to bring her up to a total of 25 days of vacation. In contract years two and three, subject to the 30-day limit below, the City manager shall be awarded 25 days of vacation leave annually on the anniversary of the Effective Date. At the end of each Contract Year, the City Manager may cash out up to 5 days of vacation time or carry over 5 days of vacation time into the following Contract Year; provided, however, that in no event shall the City Manager's vacation time balance exceed 30 days.

Accrual of sick leave and earned paid leave, and payout of sick, personal, earned paid leave, and vacation leave upon termination, resignation, or death, shall be on the same terms as applicable to full time non-union employees under the City's Personnel Policies and Procedures. The City Manager may convert sick leave to personal leave under the same terms as applicable to full time non-union employees under the City's Personnel Policies and Procedures.

Section 9. Holidays

The City Manager is entitled to the same paid holidays as non-union City employees working a Monday-Friday work week.

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Section 10. Health, Dental, Life and Income Protection, Insurance

The City agrees to provide health insurance for the City Manager in the same manner as it provides insurance for its non-union employees and shall pay the cost of life insurance in the value of twice her annual salary, such insurance to be provided through the plan available to non- union employees and subject to the rules governing participation in such policies. Such coverage will be effective as provided by those plans.

The City Manager may also participate in the City's dental and income protection insurance programs on the same terms as other non-union City employees.

Section 11. Retirement.

The City Manager shall continue in the primary retirement plan that she has previously elected, and may participate at her own cost and expense in the City's 457 deferred compensation plan.

The City shall also execute the necessary agreement allowing the Manager to enroll in the ICMA Retirement Corporation's 401(a) Executive Deferred Compensation Plan. The City agrees to contribute to such plan 13% of the Manager's Base Salary during the first Contract Year, 15% of the Manager's Base Salary during the second Contract Year, and 16% of the Manager's Base Salary during the third Contract Year, provided said amount shall not exceed the maximum dollar amount permissible under federal and state law. Payment of this sum shall be made in accordance with the City's normal salary payment schedule.

Section 12. Termination by the City and Severance Pay

A. The City Manager shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement and the City Manager's employment with the City at any time, for any reason or for no reason.

B. Should a majority of the entire Council (five members) vote to terminate the services of the City Manager "without cause" or for City convenience, then the following applies:

1. Within ten (10) business days following such vote, the Council shall cause the City Manager to be paid any accrued and unpaid salary and benefits earned, including any vacation, sick, personal, and earned paid leave time per the City's Non-Union personnel policies, but excluding such items and allowances as are used in conducting City business such as, but not limited to, the use of the City computer, the automobile allowance and any cell phone, prior to the date of termination.
2. Provided that the City Manager executes and delivers to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by, and in a form satisfactory to the Corporation Counsel, the City Council shall, within forty-five (45) calendar days following the vote to terminate the City Manager's employment, cause the City Manager to be paid a lump sum

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severance pay equal to twelve (12) months of her Base Salary if employment is terminated in the first Contract Year, thirteen (13) months of her Base Salary if employment is terminated in the second Contract Year, or fourteen (14) months of her Base Salary if employment is terminated in the third Contract Year, together with a lump sum equal to the amount of twelve (12) months of COBRA payments for her own health insurance. The payment of the amounts described above, which the City Manager acknowledges she would not otherwise be entitled to receive, shall be in full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement, its termination, her City employment or otherwise.

C. In the event the City Manager is terminated for "just cause," the City shall have no obligation to pay the amounts outlined in Section 12, Paragraph B of this Agreement, other than any accrued unused vacation time. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.

2. Being charged with or conviction or a plea of guilty or no contest to any Class A, B, C, or D crime.

3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.

5. A finding by the Council of any fraudulent act against the interest of the City.

6. A finding by the Council of any act which involves moral turpitude, or which causes the City disrepute.

7. Violation of the International City/County Management Association Code of Ethics.

8. Any other act of a similar nature of the same or greater seriousness.

D. In the event the Council, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time, non-union City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting the City Manager, the City Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation.

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Section 13. Termination by the City Manager

The City Manager may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the City Manager terminates this Agreement, then the provisions of Section 12, Paragraph B(2) above, shall not apply. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation, benefits, vacation, sick, personal, and earned paid leave time due the City Manager up to the City Manager's final day of employment in accordance with the City's Personnel Policies and Procedures. The City shall have no further financial obligation to the City Manager pursuant to this Agreement. This subsection shall not prevent the City Manager from collecting any money earned as a result of participation in the City's retirement program, which shall be governed by the applicable rules for such plan.

Section 14. Disability

If the City Manager becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, up to a maximum of sixty (60) days, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 12, Paragraph B of this Agreement, except that the City's Manager's severance pay shall be limited to six (6) months of her salary in effect at the time of termination.

Section 15. Residency

The City Manager agrees to maintain legal residence within the City during the term of this Agreement. By this residence requirement, it is the parties' intent that the City Manager will not merely obtain and maintain a legal residence in the City, but that she will also generally be present and reside in the City seven (7) days per week. The City acknowledges, however, that the City Manager will be not be in breach of this residency requirement while occasionally travelling outside of the City for City business, for vacation, or for personal or family reasons.

Section 16. Indemnification.

A. City shall defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action within the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the

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expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

C. Nothing herein is intended, nor shall it be construed to waive or modify any immunity or limitation of liability available to the City and/or the City Manager under applicable state law, including but not limited to the Maine Tort Claims Act.

Section 17. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 18. Code of Ethics and Conflicts of Interest

Upon becoming an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the City Manager's conduct and actions as City Manager of the City.

The City Manager is responsible for ensuring her compliance with any and all federal, state, and local conflict of interest laws relating to her employment.

Section 19. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party substantially prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 20. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

D. Maine law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the state courts in Portland.

E. Upon City Manager's death, the City's obligations under this Agreement shall

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terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;

2. Payment of accrued leave balances in accordance with this Agreement;

3. Payment of all outstanding hospitalization, medical and dental bills by City insurance policies or plans; and

4. Payment of all life insurance benefits in accordance with the life insurance plan.

F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party that the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

H. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

I. Unless otherwise provided herein, the City Manager shall be eligible for all benefits provided to department heads in the City's Non-Union Personnel Policies and Procedures.

J. The City Manager shall fully cooperate with the City in any claim, lawsuit or potential claim or lawsuit, by or against the City regardless of whether the City Manager works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City, including, without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officers, employees and agents of the City, including without limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City in any case may result in disciplinary action against the employee. City Manager shall fully cooperate whether or not she is a named defendant, when the City and its representatives, in their sole discretion, determine that the City Manager has information relevant to the claim or the defense of the claim against the City or another employee of the City. The City shall reimburse the City Manager for reasonable documented travel expenses required in order to meet the obligations of this section.

Signature page follows.

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WITNESS

Print Name:

CITY OF PORTLAND

By: DocuSigned by: Kate Snyder
Kate Snyder, Mayor

WITNESS

Print Name

By: DocuSigned by: Danielle West
Danielle P. West

Approved as to form:

DocuSigned by: Michael Goldman
City Corporation Counsel's Office

Approved as to funds:

DocuSigned by: Brendan O'Connell
City Finance Director

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FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF PORTLAND AND DANIELLE P. WEST

THIS FIRST AMENDMENT is made as of the 14th day of May, 2026 to the EMPLOYMENT AGREEMENT dated May 15, 2023 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 (the "Agreement"); and

WHEREAS, the term of the Agreement expires on May 14, 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 May 14, 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 May 14, 2026, is hereby extended until June 30, 2026 (the "Extension Period").

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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 3 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: DocuSigned by: Danielle P. West A4546612E752416...
Danielle P. West

WITNESS:

_____

CITY OF PORTLAND

By: Signed by: 5B3BFDF9DDCC4B8...
Mark Dion
Its Mayor

Approved as to form:

Signed by: Michael Goldman 5BDA6A4DE55B4E1...
City Corporation Counsel's Office

Approved as to budget

DocuSigned by: Brendan O'Connell C62EB6EC92754E7...
Finance Director

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SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
CITY OF PORTLAND
AND
DANIELLE P. WEST

THIS SECOND AMENDMENT is made as of the 30th 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

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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: DocuSigned by: Danielle P. West A4546612E752416...
Danielle P. West

WITNESS:

_____

CITY OF PORTLAND

By: Signed by: 5B3BFDF9DDCC4B8...
Mark Dion
Its Mayor

Approved as to form:

Signed by: Michael Goldman 5BDA6A4DE55B4E1...
City Corporation Counsel's Office

Approved as to budget:

DocuSigned by: Brendan O'Connell C62FB6FC02754F7...
Finance Director

THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
CITY OF PORTLAND
AND
DANIELLE P. WEST

THIS THIRD AMENDMENT is made effective as of May 15, 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 of Portland, Maine (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, and a Second Amendment dated June 30, 2026 (collectively, the "Agreement"); and

WHEREAS, the term of the Agreement expires on July 31, 2026; and

WHEREAS, the parties desire to amend the Agreement and have negotiated revised terms and conditions for the Agreement.

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 the Second Amendment, expires June 30, 2026, is hereby extended until May 14, 2029.

3. Section 2(A) of the Agreement (Salary) is hereby deleted in its entirety and replaced with the following:

    A. For the performance of services pursuant to this Agreement for the fourth Contract Year, the City agrees to pay the City Manager an annual base salary of Two Hundred and Forty Thousand Dollars ($240,000.00) (the "Base Salary"), payable in installments at the same time and in the same manner as other City employees are paid. For the fifth and sixth Contract Years, the City Manager's Base Salary shall be subject to cost of living adjustments at the same time and in the same manner as all other non-union City employees.

4. Section 2(B) of the Agreement (Sign-On Bonus) is hereby deleted in its entirety.

5. Section 2(C) of the Agreement (Sabbatical) is hereby deleted in its entirety and replaced with the following:

    C. Sabbatical. In recognition of the City Manager's many years of dedicated service to the City, the City Manager may take one two-week paid sabbatical during the fourth Contract Year. Prior to beginning her sabbatical, the City Manager shall take steps to designate appropriate staff to act on her behalf as may be necessary for City business to continue uninterrupted during the City Manager's absence. During the sabbatical, although the City Manager will not be required to perform the duties of her position, the City Manager shall remain officially employed by the City, the relationship between the City Manager and the City will remain subject to this Agreement, the City Charter, City Personnel Policies and Procedures, and applicable laws, rules, and regulations. The City Manager shall not be required to use her own accruals for this paid sabbatical.

6. Section 2(D) of the Agreement (Merit Payment) is hereby deleted in its entirety and replaced with the following:

    D. Merit Payment. Prior to the beginning of each Contract Year, the City Council, in consultation with the City Manager, shall identify criteria that the City Manager must satisfy in order to be eligible for the merit payment described in this paragraph. Such criteria are subject to the approval of a majority of the Councilors. Provided that the City Council determines, in its discretion, that the City Manager has satisfied the applicable merit payment criteria in a given Contract Year, the City Manager shall receive a merit payment at the end of the contract year in an amount up to 3% of the Base Salary.

7. Section 8 of the Agreement (Vacation and Sick Leave) is hereby deleted in its entirety and replaced with the following:

    In each Contract Year, subject to the 30-day limit below, the City manager shall be awarded 25 days of vacation leave annually on the anniversary of the Effective Date. At the end of each Contract Year, the City Manager may cash out up to 5 days of vacation time or carry over 5 days of vacation time into the following Contract Year; provided, however, that in no event shall the City Manager's vacation time balance exceed 30 days.

    Accrual of sick leave and earned paid leave, and payout of sick, personal, earned paid leave, and vacation leave upon termination, resignation, or death, shall be on the same terms as applicable to full time non-union employees under the City's Personnel Policies and Procedures. The City Manager may convert sick leave to personal leave under the same terms as applicable to full time non-union employees under the City's Personnel Policies and Procedures.

8. Section 11 of the Agreement (Retirement) is hereby deleted in its entirety and replaced with the following:

> The City Manager shall continue in the primary retirement plan that she has previously elected, and may participate at her own cost and expense in the City's 457 deferred compensation plan.
>
> The City shall also execute necessary agreements allowing the Manager to enroll in the ICMA Retirement Corporation's 401(a) Executive Deferred Compensation Plan. The City agrees to contribute to such plan 14% of the Manager's Base Salary during each Contract Year, provided said amount shall not exceed the maximum dollar amount permissible under federal and state law. Payment of this sum shall be made in accordance with the City's normal salary payment schedule.

9. Section 12(B)(2) of the Agreement (Termination by the City and Severance Pay) is hereby deleted in its entirety and replaced with the following:

    2. Provided that the City Manager executes and delivers to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by, and in a form satisfactory to the Corporation Counsel, the City Council shall, within forty-five (45) calendar days following the vote to terminate the City Manager's employment, cause the City Manager to be paid a lump sum severance pay equal to twelve (12) months of her Base Salary if employment is terminated in the fourth Contract Year, thirteen (13) months of her Base Salary if employment is terminated in the fifth Contract Year, or fourteen (14) months of her Base Salary if employment is terminated in the sixth Contract Year, together with a lump sum equal to the amount of twelve (12) months of COBRA payments for her own health insurance. The payment of the amounts described above, which the City Manager acknowledges she would not otherwise be entitled to receive, shall be in full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement, its termination, her City employment or otherwise.

10. The parties acknowledge and agree that this Amendment applies retroactively to May 15, 2026 and that the compensation, benefits, and other consideration set forth in this Amendment are intended to apply retroactively to that date. The City Manager further acknowledges and agrees that under the First and Second Amendments, she has already been awarded certain compensation, benefits, and other consideration for the period from May 15, 2026 through July 31, 2026 and that the compensation, benefits, and other consideration set forth in this Amendment will be offset accordingly for the fourth Contract Year.

11. 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