



ECONOMIC DEVELOPMENT COMMITTEE

DATE: Tuesday, July 21, 2020

TIME: 5:30 PM

LOCATION: Via ZOOM

1. Zoom Meeting Information for Public

- a. You are invited to a Zoom webinar.
When: Jul 21, 2020 05:30 PM Eastern Time (US and Canada)
Topic: Economic Development Committee

Please click the link below to join the webinar:

<https://zoom.us/j/93910667359>

Or iPhone one-tap :

US: +16465588656,,93910667359# or +13017158592,,93910667359#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 9128 or
+1 253 215 8782 or +1 346 248 7799

Webinar ID: 939 1066 7359

International numbers available: <https://zoom.us/u/abJoISs50Y>

2. Review and vote to approve draft meeting Minutes held on May 27, 2020, and June 16, 2020.

- a. See attached draft Meeting Minutes of May 27, 2020.
- b. See attached draft Meeting Minutes of June 16, 2020.

3. Update of Portland Street closures to support restaurant and retail activity for Committee information.

- a. See enclosed Memorandum from Jessica Hanscombe, Acting Permit and Inspection Department Director.

4. Public hearing and vote on a recommendation to the City Council on proposed amendments to the 44/52 Hanover Street Purchase and Sale Agreement to allow a change of use from Maker Space to Mixed-Use Project to include residential apartments, ground level parking, and commercial space.

- a. See enclosed Memo and backup from Greg Mitchell.

NOTE: The Committee may go into executive session per 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A, to provide staff direction on negotiations.

5. Public hearing and vote on selection of Developer Proposals to construct affordable housing projects on the following City-owned properties:

- a. 21 Randall Street
b. 165 Lambert Street
c. Douglass Street

See enclosed memo and backup from Mary Davis.

NOTE: The Committee may go into executive session pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A, to provide staff direction on negotiations.

- d. See attached constituent letter received by the City on 7/20/2020.
e. See attached email from Constituent received 7/21/2020.

6. Update of PDC COVID-19 Business Assistance Programs for Committee Information.

- a. See attached memo from Nelle Hanig.

7. Other items that may be brought up by Committee and/or staff.

Next Meeting Date: August 4, 2020

Minutes
Remote Economic Development Committee
May 27, 2020

NOTE: This meeting was held via Zoom and can be viewed at this link:

<http://www.portlandmaine.gov/1695/Economic-Development-Committee> These

Minutes provide a record of those in attendance, general discussion taking place, and motions made.

A remote meeting of the Economic Development Committee (EDC) of the Portland City Council was held on Wednesday, May 27, 2020, at 5:30 p.m. via Zoom. Present from the Committee was its Chair Councilor Justin Costa and members Councilors Tae Chong, Nicholas Mavodones, and Spencer Thibodeau. Also present was Mayor Kate Snyder. Present from the City staff were Housing and Community Development Division Director Mary Davis, Associate Corporation Counsel Michael Goldman, City Manager Jon Jennings, Economic Development Director Greg Mitchell, and Senior Executive Assistant Lori Paulette.

Item #1: Review and accept Minutes of previous meetings held on April 21, 2020, and May 5, 2020.

On motion made by Councilor Mavodones, seconded by Councilor Chong, the Committee voted unanimously to accept the Minutes as published.

Item #2: Public hearing and vote on a recommendation to the City Council on three Affordable Housing Project Tax Increment Financing (AHTIF) Districts Credit Enhancement Agreements (CEA) which has been reviewed by the Housing Committee:

- a. **Community Housing of Maine 83 Middle Street Project**
- b. **Avesta 200 Valley Street Project**

c. **Portland Housing Authority 577 Washington Avenue (Washington Gardens) Project.**

NOTE: The Committee may go into executive session per 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A to provide staff direction on negotiations.

Mr. Mitchell noted that if all three AHTIF Districts were approved, they would generate 210 new residential units, of which 198 would be affordable. The 83 Middle Street AHTIF is currently in the Downtown Transit Oriented Development (TOD) TIF District, so there is a companion item on the Agenda for a recommendation to the Council to take the property out of the DT TOD TIF.

Ms. Davis said that the City has received five AHTIF District applications – these three, 104 Grant Street, and 337 Cumberland Avenue, the latter of which was on the EDC Agenda at its last meeting, but not taken up due to technical difficulty at the time. It is not on the Agenda today due to an additional element raised for the possibility of subsidized child care. This will be brought back to this Committee when ready, noting that childcare is an allowable use. Ms. Davis then summarized the three requests being reviewed today.

83 Middle Street AHTIF Request

Ms. Davis said that Community Housing of Maine is seeking an AHTIF to assist with operating costs, with a term of 30 years at 75% capture, averaging an annual TIF payment estimated at \$68,740 to assist with operating costs. The land under the development will be City-owned so will not be taxable, and the City is providing a 99-year lease at \$1.00 annually as approved by the City Council on September 4, 2019. The Project would provide 50 units of affordable housing for residents age 62 and over in a 5-story elevator accessible building with below grade parking garage. Ms. Davis then described the mix of funds for this Project, not including the TIF funding, as well as the mix of studio, one-bedroom, and two-bedroom units.

The City's annual tax sheltering savings is estimated at \$18,879.

Mr. Jennings noted that in negotiating this Project, there will be 11 units for the exclusive use of the City of Portland to reduce shelter clients.

200 Valley Street

Regarding Avesta's 200 Valley Street AHTIF Project, Ms. Davis noted that this will be at 75% capture and the maximum 30-year TIF term. This Project would provide 60 units of mixed income rental housing, of which 48 units will have income restrictions. If this AHTIF is approved, it would provide an estimated annual TIF payment to Avesta at \$136,409, to offset operating costs. She then noted the mix of funding for the Project, as well as the mix of studio, one-, two-, and three-bedroom units. Of the units, 48 will have income restrictions: 36 will be reserved for households at or below 50% AMI, and 12 will be reserved for households at or below 60% AMI. The remaining 12 units will be unrestricted market rate. The City's annual tax sheltering savings is estimated at \$37,464.

577 Washington Avenue/Washington Gardens

Ms. Davis said that the Portland Housing Development Corporation (PHDC) plans to provide upgrades for improvements and accessibility to Washington Gardens – housing for seniors and persons with disabilities. Washington Gardens now contains 100 rental units within 15, two-story residential buildings and all 100 units will remain but be upgraded. PHDC will provide alternative rental during the rehab phase. If this AHTIF is approved, it will provide an annual TIF payment estimated at \$190,500 to assist with Project operating costs. TIF sheltering savings is estimated at \$50,229 annually.

Councilor Thibodeau asked about the need for these AHTIFs and if the Projects would meet City TIF Policy for compliance with the City's Green Building Code.

Ms. Davis noted that the City TIF Policy allows for AHTIFs to go to 75% capture and 30

years, as many of the AH Projects also apply for Low Income Housing Tax Credits (LIHTC), which is a very competitive process with limited resources. The AH developers get more points if they received an AHTIF at 75% capture over 30 years.

Ms. Davis said that per City TIF Policy, an independent financial underwriting for each application will be completed prior to placing these requests on the Council agenda for approval.

As far as compliance with the City's Green Building Code, Ms. Davis noted that the Projects would be in compliance.

Chair Costa also noted that commercial TIF Projects are only eligible for up to 65% capture rate over 20 years, and that there has been only one approved over the past five years – that being for ImmuCell.

Chair Costa then opened the meeting for public comment on these three AHTIF requests, as well as taking out 83 Middle Street from the Downtown TOD TIF for it to be a free-standing AHTIF.

George Rheault of Bayside questioned, for the 83 Middle Street Project, where the City employees who are parking there now would go and costs involved. He also questioned whether this Project morphed from late last Summer to losing a floor, and how would the City enforce Passive House Standards. Regarding Washington Gardens, Mr. Rheault noted that it is not new housing as Mr. Mitchell mentioned but renovated housing from the 1960s, and there should be more dense development there. Regarding Valley Street, next to an emergency shelter, Mr. Rheault questioned why certain neighborhoods get better AH developments.

Noting no further public comment, Chair Costa closed the public comment session.

Regarding the parking question, Mr. Jennings noted that there are options being worked through.

Chair Costa asked about timing for that, and Mr. Jennings said within a year and a half.

Chair Costa asked about any zone changes, and Ms. Davis noted that there are no zoning request changes for these Projects.

83 Middle Street AHTIF

A motion was then made by Councilor Mavodones, seconded by Councilor Chong, to forward the 83 Middle Street AHTIF Project to the City Council with a recommendation for approval.

Councilor Thibodeau recognized staff work on this Project and it is an exciting step forward. He also noted that most of the CEAs the City has now are for AHTIFs, which is a good thing for the City and noted the work being done here and at the Housing Committee to move them forward.

Councilor Chong agreed and was pleased that it will be designed to Passive Housing Standards for energy savings.

Chair Costa thanked staff for their work on all three AHTIF requests, noting that this is not the first time the Committee has talked about these Projects. All have similar and unique financing structures, with many regulations for the financing, and having the AHTIF TIF tool is also an important element.

Chair Costa then asked for a vote on the motion and it passed unanimously 4-0.

200 Valley Street AHTIF

A motion was then made by Councilor Chong, seconded by Councilor Thibodeau, to forward the 200 Valley Street AHTIF Project to the City Council with a recommendation for approval. Seeing no comments, a vote was then taken on the motion and it passed unanimously 4-0.

577 Washington Avenue AHTIF

A motion was then made by Councilor Mavodones, seconded by Councilor Thibodeau, to forward the 577 Washington Avenue/Washington Gardens AHTIF Project to the City Council with a recommendation for approval. Seeing no comments, a vote was then taken on the motion and it passed unanimously 4-0.

Item #3: Public Hearing and vote to recommend to the City Council to amend the Downtown Transit-Oriented TIF District to remove 83 Middle Street from the District for it to be its own free-standing Affordable Housing TIF District

Chair Costa, as noted earlier, this is a companion for the proposed 83 Middle Street AHTIF request.

On motion made by Councilor Mavodones, seconded by Councilor Thibodeau, the Committee voted unanimously 4-0 to recommend to the City Council removal of 83 Middle Street from the Downtown Transit-Oriented TIF District so that it can be its own free-standing AHTIF District.

Item #4: Public Hearing on Land Exchange Agreement between the City of Portland and JB Brown, including discontinuance of an undeveloped portion of Emery Street at the Commercial Street intersection and vote to recommend to the City Council.

Consistent with advice from Corporation Counsel, Councilor Thibodeau said that he would recuse himself from participating in this matter as his employer represents JB Brown; he then left the meeting.

Chair Costa said that the Committee has discussed this item in executive session, and Mr. Mitchell will now summarize the proposed transaction for the public, followed by a public hearing, and vote on a recommendation to the City Council.

Mr. Mitchell said that under EDC direction, a draft Land Exchange Agreement (LEA) has been negotiated and in the Committee packet, to exchange land at the end of Quarry Road owned by JB Brown for a piece of undeveloped Emery Street. The City has been using land at the end of Quarry Road and asked JBB about acquiring it, which began a conversation of a land swap to assist with the development of the Veteran's Administration headquarters, including office building and parking garage. This would also involve the process to discontinue that portion of the undeveloped Emery Street. Because of the steep slope, it has never been connected to Commercial Street. Right of ways and easements will continue for utilities, as well as a pedestrian access easement. Mr. Mitchell also noted that JB Brown owns property on both sides of the undeveloped Emery Street so would get ownership of this property through a discontinuance anyway. Both properties have a value of \$49,000. A License Agreement would also be entered into, if the LEA is approved by the City Council, to provide near-term access to the undeveloped Emery Street.

Mr. Jennings noted that the City has been using that part of the Quarry Road for overflow needs and it is needed.

Chair Costa opened the meeting for public comment.

George Rheault of the Bayside neighborhood questioned when the public ever learned about this, noting maybe at the 2/13/2020 meeting. He would like to see a timeline of this transaction. He also noted that the VA plan was approved previously and did not need this land. He also suggested a civil engineer's opinion be obtained about developing Emery Street to Commercial Street, and also noted that the Quarry Road parcel is a completely useless parcel to anyone who does not own land in that area, suggesting an indepth appraisal be done.

Vin Veroneau, President of JB Brown, noted that the initial site plan did show the development not using Emery Street. With the City requesting to purchase the land it was using

at the end of Quarry Road, and JB Brown willing to sell, discussions moved further about a land exchange. It then made sense to alter the plan and, and Mr. Veroneau further described the use of the undeveloped Emery Street, public benefits, including a pathway along West Commercial Street and another from Emery Street to West Commercial Street.

Seeing no further public comment, Chair Costa closed the public comment session.

Councilor Mavodones made a motion to recommend to the City Council approval of this transaction; Councilor Chong seconded the motion.

Councilor Mavodones said that the timing is good for the City. JB Brown and Mr. Veroneau are good corporate citizens, and this site will be enhanced for both parties and for the public good.

Councilor Chong also noted that it creates efficiency for all, and an opportunity for the City to have access for pedestrians. It is a smart move, and a fair trade with equal value. Councilor Chong also noted that value of the City using that Quarry Road section at no cost.

Chair Costa thanked staff for bringing this forward and requested a timeline of discussions for the item. The LEA makes sense, with the two parcels not of use to anyone else. Chair Costa also noted that Public Works moved out of Bayside, which has resulted in better uses of those properties in the Bayside area. Regarding building Emery Street to Commercial Street, the Chair did not think there was ever a proposal to do that, and the City is maintaining substantial easement rights, noting this is a relative minor transaction. He then asked for a vote on the motion and it passed unanimously 4-0.

Item #5: Executive Session per 1 M.R.S.A. 405(6)(C) to provide direction to staff regarding the possible disposition of Angelo's Acre located at 431 Commercial Street.

Chair Costa noted that Councilor Thibodeau would be rejoining the meeting for this item. Because the Committee will not come back after executive session, this Remote Webinar

will end upon the vote to go into executive session.

Councilor Chong made a motion to go into executive session pursuant to 1 M.R.S.A. 405(6)(C) to provide direction to staff regarding the possible disposition of Angelo's Acre at 341 Commercial Street; Councilor Mavodones seconded the motion.

Chair Costa asked if there was any public comment.

George Rheault of Bayside objected to the executive session, asking if this was being contemplated for sale through either RFP or sole source, asking for more information.

Seeing no further public comment, Chair Costa closed the public comment session.

Chair Costa then noted that it is a routine matter, and no action. In any potential sale of property, the EDC goes into executive session to provide City staff direction. If anything comes of it, there will be public session and opportunity for public comment.

Chair Costa then asked for a vote on the motion, and it passed unanimously at 6:50 p.m.

(Councilor Thibodeau joined the executive session and then had to leave it mid-executive session.)

On motion made by Councilor Chong, seconded by Councilor Mavodones, the Committee voted unanimously (3-0) to adjourn the meeting at 7:15 p.m.

Respectfully, Lori Paulette

Minutes
Remote Economic Development Committee
June 16, 2020

NOTE: This meeting was held via Zoom and can be viewed at this link:

<http://www.portlandmaine.gov/1695/Economic-Development-Committee> These

Minutes provide a record of those in attendance, general discussion taking place, and motions made.

A remote meeting of the Economic Development Committee (EDC) of the Portland City Council was held on Tuesday, June 16, 2020, at 5:30 p.m. via Zoom. Present from the Committee was its Chair Councilor Justin Costa and members Councilors Tae Chong, Nicholas Mavodones – arriving as noted herein, and Spencer Thibodeau. Councilor Jill Duson joined the meeting as noted herein. Present from the City staff were Housing and Community Development Division Director Mary Davis, Associate Corporation Michael Goldman, Economic Development Director Greg Mitchell, and Senior Executive Assistant Lori Paulette.

Item #1: Review and vote on May 14, 2020, draft meeting Minutes.

On motion made by Councilor Chong, seconded by Chair Costa, the Committee voted unanimously to accept the Minutes as published.

Item #2: Update on Roux Institute at Northeastern University

Chair Costa said that this is an exciting project for Portland, noting the kick-off which occurred pre-Pandemic. Representatives from the Roux Institute at Northeastern University (RINU) would provide an update on the project thus far.

Margaret Angell thanked the Committee for their time, and that her colleagues Chris Mallett and Mike Armini were also present. Ms. Angell also thanked the City Manager and Greg Mitchell for their support in the past and as the project goes forward. Plans are to build

technical talent in Portland for Artificial Intelligence (AI) opportunities. Their partner businesses will also participate in learning and teaching. She then described Northeastern University's reach globally, its partners, co-ops, and that it is a R1 research university.

Mr. Armini added that the Roux Institute in Portland will be built for scale in Maine, with the programs it has for technology and AI working together and advancing life sciences. This will attract investment in the state and sustain current businesses.

Ms. Angell noted that their partners came first and programs have been designed for their employees now and in the future, to upskill and retain employees and for the research to power them. She is grateful for their partners and making the first programs good for students.

Regarding location, Mr. Armini said they are leasing temporary space at the WEX facility, launching it for a September enrollment, and then permanent space in construction, operated by WEX, for 26,000 sq. ft. for first four years, and plans for expansion to 75,000 sq. ft. and then to 110,000 sq. ft. It will co-locate with employers and research and development teams on the campus.

Noting the Pandemic, Ms. Angell said that they have been working hard to hit their milestones in support of work force development. Based on what she has heard employers/employees need has led to a series of pilot classes this Summer in July and August. The recruiting founding team has now grown to 17 employees, with expectations to grow to 50 through 2021. Roux will expend advertising funds in June and July for new students in a tough job market for Fall for Master Degree programs. Ms. Angell again thanked City Manager Jennings and Greg Mitchell for their support and collaboration.

Chair Costa noted that Councilors Duson and Mavodones have joined the meeting.

Councilor Chong agreed that this is an exciting project and it is all about people. He encouraged Roux to be diverse and inclusive and welcoming as possible so no brain drain is lost

and businesses that start as a result remain here. Councilor Chong asked about their diversity strategy.

Mr. Mallett said that if resulting businesses start do not have a stake in Maine, with co-ops helping with that, Roux will have failed. Roux's intent is for the graduate to create a better life for themselves, and diversity is part of their plan and employers' plan. Mr. Mallett also mentioned the Align Master's Program which enables students from diverse backgrounds to make the transition into a technology career. Northeastern has very robust support services and Roux will do it here as well.

Ms. Angell said that this is a work in progress, noting that the Align Program will help close gaps. She is also working with area schools in K-12 and STEM and Science Coordinators to start students thinking about this at a young age, with invitations to visit the campus.

Councilor Thibodeau said that this has been extremely helpful and agreed that diversity and welcoming would be very important, as well as co-ops for the students.

Councilor Duson noted that she was also in attendance for the launch and is excited to have the Roux Institute here, noting to let Councilors know if help is needed.

Councilor Chong noted that this a great model, suggesting a Diversity Officer be on the ground in Portland.

Councilor Mavodones apologized for coming in late and noted that he was amazed at what Roux has done in a short period of time since the launch, adding that this will energize the community and commended their working with area schools.

Chair Costa thanked the Roux Institute for the update on this exciting initiative. Everyone is going through a re-evaluation during this Pandemic, and with the Roux Institute working together to help determine what the work force will look like in the future will be beneficial for all.

Item #3: Public Hearing and vote on a recommendation to the City Council on 337

Cumberland Avenue Affordable Housing (AH) Project Tax Increment Financing (TIF)

District Credit Enhancement Agreement Request which has been reviewed by the Housing Committee

Mr. Mitchell noted that Ms. Davis would provide a presentation, and also noted that Item #4 is a companion action item to this to take 337 Cumberland Avenue out of the Bayside TIF District for it to be its own AHTIF district.

Chair Costa said that when public comment is opened, it will be for both items.

Ms. Davis said she received the application from Portland Housing Development Corporation (PHDC) and Youth and Family Outreach (YFO) for a TIF Credit Enhancement Agreement (CEA), where the request is for 75% of the captured value go to assist with project costs and 25% of the captured value used for financial assistance for the child care operation, noting it is an allowable use.

She then described the project as a six-story structure containing 60 mixed income units in a mixed use building with the first floor of the new building providing expansion for childcare spots from 58 to 107; floors 2 through 5 will be apartment units. She also described the financing structure.

Mr. Mitchell noted that of the City's current active 15 CEAs, there are 10 AHTIF CEAs.

Councilor Chong said it would be interesting to see a breakdown of the numbers of the AHTIF, i.e., how many are workforce housing, low to moderate, market rate.

Ms. Davis noted that most of the AHTIFs are associated with Low Income Housing Tax Credits (LIHTC), where a majority of the units are affordable at 60% AMI.

Councilor Duson added that the staff bi-annual state housing report tells the story, primarily used for low-income persons, noting that staff can provide that report to Councilor

Chong. Middle-income apartments is the struggle to find.

Chair Costa agreed, it is difficult to create a financing structure for middle income housing.

Councilor Thibodeau noted the proposed 3-bedroom units included in this proposal, and Ms. Davis responded that Maine Housing has adjusted the Low Income Housing Tax Credit application process to encourage more family units.

Chair Costa, noting the 75% and 25% request, asked what the Housing Committee (HC) has reviewed.

Ms. Davis said that the HC was briefed in May, when it did not have the 25% request, just the 75%. It was discussed again at their June 10 meeting and the HC was supportive of the project at 75% and was only briefly introduced to the late request for the 25% item.

Councilor Duson said that the Housing Committee defers to the EDC on the TIF and CEA numbers.

Chair Costa then opened the meeting for public comment.

George Rheault of Bayside noted that there should be more due diligence, including more details on what the building will look like; development agreement between PHDC and YFO for the public to see if there is one; and then noted the small lot for 60 units in a bad location.

Seeing no further public comment, Chair Costa closed the public comment session.

Councilor Mavodones made a motion to recommend to the City Council approval of this request; Councilor Chong seconded the motion.

Chair Costa emphasized that this is not a City project, and, as far as the building construction is concerned, that is the purview of the Planning Department and Board to review and approve. Regarding the 75% and 25% requests, with no new taxes to go into the General Fund,

causes him concern and setting precedent for other uses perhaps.

Councilor Chong said that according to a recent government report, half of all child care centers are closing. New ones will be critical to opening the economy.

Mr. Mitchell said that the total 100% request is precedent setting.

The Committee discussed the 25% request for child care assistance. While noting the need for this service, the consensus was that the 75% request could move forward, and to take a further look at the 25% request for child care, noting that CDBG funds could also be used for this.

Chair Costa made a motion to amend the main motion to bifurcate the 75% and 25%; Councilor Thibodeau seconded the motion and it passed unanimously.

Chair Costa then asked for a vote on the main motion to recommend to the City Council the 75% AHTIF TIF request over 30 years, and it passed unanimously.

Mr. Mitchell noted that staff would work on the 25% child care request with the applicant and bring back when appropriate.

Item #5: Public Hearing and vote to recommend to the City Council to amend the Bayside TIF District to remove 337 Cumberland Avenue from the District for it to be its own free-standing Affordable Housing TIF District. This is a companion action to above item #4.

On motion made by Chair Costa, seconded by Councilor Chong, the Committee voted unanimously to forward this to the City Council with a recommendation for approval.

Item #6: For Discussion and Direction Proposed Amendments to 44/52 Hanover Street Purchase and Sale Agreement Post-Closing Documents to support a change to mixed use development including residential apartments.

Mr. Mitchell said that Tom Watson purchased the former Department of Public Works

property at 44/52 Hanover Street and is requesting a change to the proposed development from maker space to mixed use. Mr. Watson wants to demolish the existing building for a mixed use development including 171 residential apartments with ground level parking and commercial space. The Purchase and Sale Agreement for the 44/52 Hanover Street is specific to the development proposed at the time, that being maker space. Mr. Mitchell also noted that there is no financial request from Mr. Watson to the City.

Councilor Thibodeau noted that it is an interesting proposal, and he had hoped to have residential there but with the Public Works garage at that location it seem to be precluded.

Mr. Mitchell agreed, noting that any environmental remediation would not be the City's responsibility.

There followed discussion on the 171 apartments, with all but 17 being market rate apartments due to Inclusionary Zoning rules for work force units at 10% of a development, particularly if this could be a condition to the Amended Purchase and Sale Agreement to require these be constructed for work force housing rather than paying into the Housing Trust Fund. Staff indicated that they would take a further look should the Committee provide direction to move forward with negotiations.

Mr. Watson noted during the meeting that he does plan on building the 17 work force housing units.

Chair Costa said that the intent of today's meeting was to make the public aware of this proposed change, and to provide general direction to staff on moving forward for which there is general agreement of the Committee. Staff will discuss this with Mr. Watson and then bring back a formal amendment to consider, which may involve a meeting or two, including a possible executive session. The Committee concurred.

On motion then made by Councilor Chong, seconded by Councilor Mavodones, the Committee then voted to adjourn at 8:05.

Respectfully, Lori Paulette



CITY OF PORTLAND
Permitting and Inspections Department

Memorandum

To: Economic Development Committee

From: Jessica B. Hanscombe
Acting Director of Permitting and Inspections Department

Date: July 15, 2020

RE: Portland Street Closure Business Activity

The City Council voted on May 18, 2020 to authorize the issuance of Temporary Outdoor Dining and Sidewalk/Street Sales Permits. It also authorized the City Manager to close streets to enable Dining and Sales in the street. The Licensing and Registration Division of Permitting and Inspections was tasked with the issuance and enforcement of this program.

The City has closed 2 streets completely and 3 streets partially. The streets are:

- Dana Street
- Exchange Street from Federal Street to Fore Street
- Middle Street from Franklin Street to India Street
- Milk Street from Exchange Street to Market Street
- Milk Street from Silver Street to Pearl Street
- Wharf Street

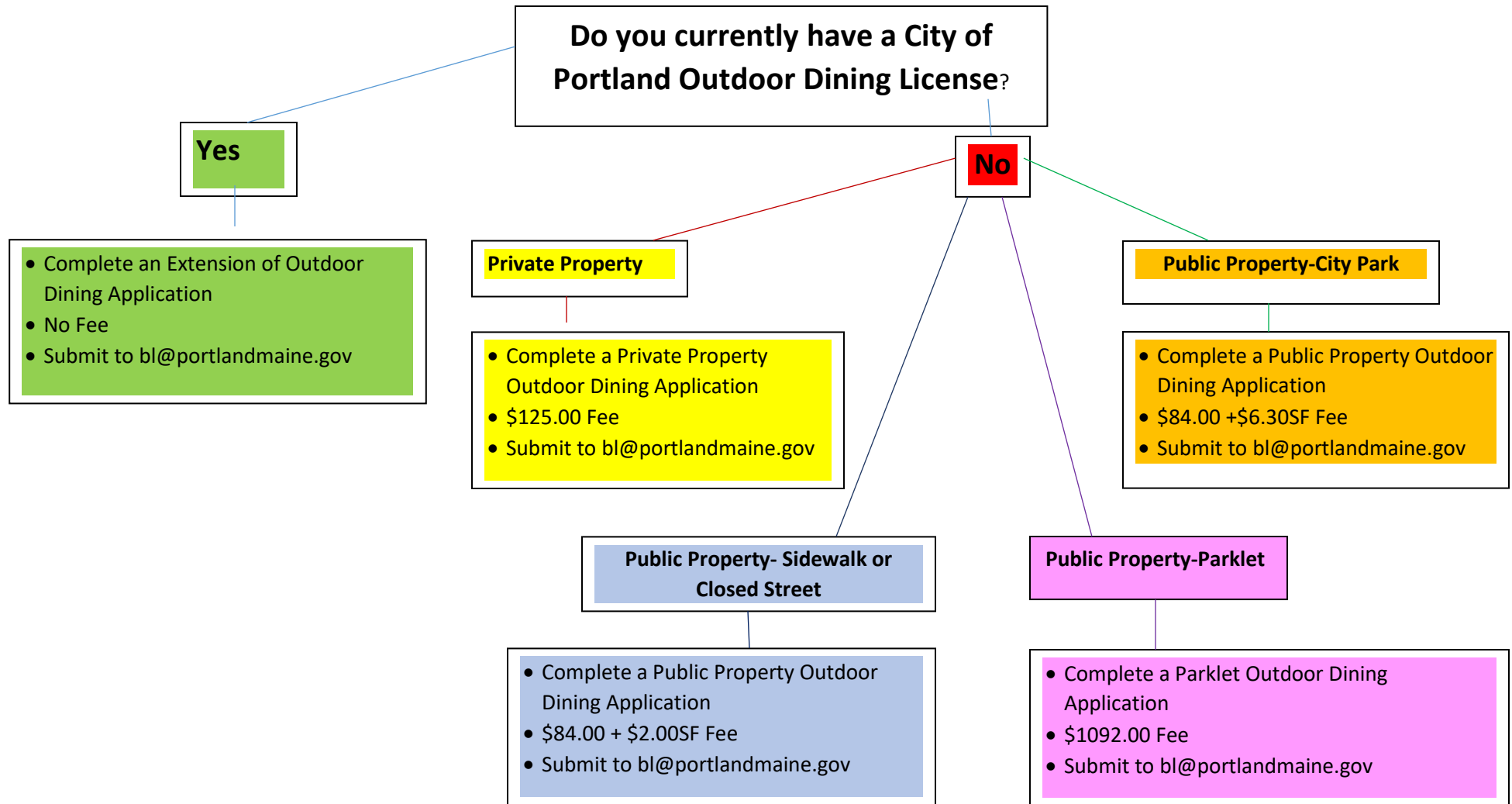
Licensing and Registration has issued a total of 141 Temporary Permits as of July 15, 2020. We are still actively working with businesses to expand their businesses to outdoors. The breakdown by classification is listed below:

- 20- Outdoor Dining in a Parklet
- 2- Outdoor Dining in a Public Park
- 39- Outdoor Dining on Private Property
- 64- Outdoor Dining on Public Property
- 16- Retail Sidewalk/Street Sale

Health Inspectors and Code Enforcement Officers performed site visits for each business to mark the space for the extension of their premise. They also are following up on complaints for any of these businesses.

Guide to Outdoor Dining 2020

June 1, 2020- November 1, 2020



DBA	Business Address	Classification	Description
ADA'S PASTA	640 Congress Street	Outdoor Dining	Public - 320 SF
AMIGO'S	9 Dana Street	Outdoor Dining	Public - 720 SF
ANTHONY'S	151 Middle Street	Outdoor Dining	Public - 190 SF
B GOOD RESTAURANT	15 EXCHANGE ST #	Outdoor Dining	Public - 14 feet X 19 Feet
BAHARAT	91 ANDERSON ST	Outdoor Dining	Public - Anderson & Fox Street
BAHARAT	91 ANDERSON ST	Outdoor Dining	Parklet - 8X40
BAR OF CHOCOLATE CAFE	38 WHARF ST	Outdoor Dining	Public - 52SF
BARD COFFEE	183 MIDDLE ST #	Outdoor Dining	Public within City Park - 48 ft X 4 feet
BATTERY STEELE BREWING	1 INDUSTRIAL WAY #	Outdoor Dining	Location - Private
BINGA'S STADIUM	77 Free Street	Outdoor Dining	Parklet - 8X40 Feet
BINGA'S STADIUM	77 FREE ST	Outdoor Dining	Public - 362 SF
Bird & Co	539 Deering Ave	Outdoor Dining	Parklet - 2 Parklets 8 X 40
BLACK COW	83 EXCHANGE ST #	Outdoor Dining	Public - 320 Square Feet
Blind Pig Barber	46 MARKET ST #	Sidewalk Sales	16 Feet X 8 Feet on Milk Street
Bliss Boutique	52 EXCHANGE ST #	Sidewalk Sales	58 Exchange
Blue Lobster Urban Winery	219 ANDERSON ST #	Outdoor Dining	Private - 540SF
Blue Spoon	89 CONGRESS ST #	Outdoor Dining	Parklet- 8X20
BLYTH & BURROWS	26 Exchange Street	Outdoor Dining	Parklet - 8 Feet X 12 Feet
BONFIRE COUNTRY BAR	37 WHARF ST	Outdoor Dining	Public - Wharf
Boutique Little	44 EXCHANGE ST #	Sidewalk Sales	8 feet X 12 Feet
Brewery Extrava	66 COVE ST #	Outdoor Dining	Private -
BRUNO'S	33 ALLEN AVE #	Outdoor Dining	Private - 800SF
CENTRAL PROVISIONS	414 FORE ST #	Outdoor Dining	Public - 25 X 42 Feet & 6 X 24 Feet & 7 X 46 Feet
Chart Metalworks	1 PLEASANT ST #	Sidewalk Sales	
Coals	114 PREBLE ST #	Outdoor Dining	Private - [none]
Cocktail Mary	229 CONGRESS ST #	Outdoor Dining	Public - 119 Square feet
CORNER ROOM	110 EXCHANGE ST	Outdoor Dining	Public - Street
CROOKED MILE	4 MILK ST #	Outdoor Dining	Public - 10 Feet X 26 Feet
CROOKED MILE	428 BRIGHTON AVE #	Outdoor Dining	Private - [none]
Crown Jewel	255 DIAMOND AVE #	Outdoor Dining	Private - [none]
CUMBERLAND CLUB	116 HIGH ST #	Outdoor Dining	Private -

Dark Harbor Tattoo	39 EXCHANGE ST #	Sidewalk Sales	8 feet X 9 feet
David Wood Clothiers	229 Commercial Street	Sidewalk Sales	
DAVID'S RESTAURANT	22 MONUMENT SQ #	Outdoor Dining	Public - 22 X 36
DEFINITIVE BREWING COMPANY	35 INDUSTRIAL WAY #	Outdoor Dining	Private - [none]
DIMILLO'S ON THE WATER	25 LONG WHARF #	Outdoor Dining	Private - 120 feet X 35 feet
DOBRA TEA	89 EXCHANGE ST #	Outdoor Dining	Public - 272 SF
DOCK FORE	336 FORE ST	Outdoor Dining	Parklet - 8X 40
DOCK FORE	336 FORE ST #	Outdoor Dining	Public - 12 feet X 3 feet
DRIFTERS WIFE	59 WASHINGTON AVE #	Outdoor Dining	Public - 8 feet X 22 Feet
DUCK FAT FRY SHACK	43 MIDDLE ST #	Outdoor Dining	Public - Street Closure
EAST ENDER	47 MIDDLE ST #	Outdoor Dining	Public -street closure
EAUX	90 Exchange Street	Outdoor Dining	Public - 8FT X 42FT
ELEVATION BURGER	205 COMMERCIAL ST #	Outdoor Dining	Public - Commercial Street & Dana Street
FLOWERS AND CANDY	10 EXCHANGE ST #	Sidewalk Sales	8 feet X 6 feet
Forage	121 WASHINGTON AVE #	Outdoor Dining	Public - 598 SF
FORE PLAY SPORTS PUB	436 FORE ST	Outdoor Dining	Public - Sidewalk
FORE PLAY SPORTS PUB	436 FORE ST	Outdoor Dining	Parklet - 8X40
FORE STREET	288 FORE ST	Outdoor Dining	Private - 1500SF
FOUNDATION BREWING COMPANY	1 INDUSTRIAL WAY #	Outdoor Dining	Private -
FRONT ROOM	73 CONGRESS ST #	Outdoor Dining	Parklet - 2 Parklets
GILBERT'S CHOWDER HOUSE	92 Commercial Street	Outdoor Dining	Private - 540 SF
GORGEOUS GELATO	434 FORE ST	Outdoor Dining	Public - 51SF No Alcohol
GREAT LOST BEAR	540 FOREST AVE	Outdoor Dining	Private - 800SF
GRILL ROOM	84 Exchange Street	Outdoor Dining	Public within City Park - Park & Street
Grippy Tannins LLC	16 MIDDLE St	Outdoor Dining	Public - 143Sf
GRITTY MCDUFFS	396 FORE ST #	Outdoor Dining	Public - Wharf Street-370 Square Feet
GROSS CONFECTION BAR	57 EXCHANGE ST #	Outdoor Dining	Public - Sidewalk Exchange-Sidewalk Middle- Street Exch
HOLIDAY INN BY THE BAY	88 SPRING ST #	Outdoor Dining	Private - Parking Garage
HUGO'S, EVENTIDE OYSTER CO., HC	88 MIDDLE ST #	Outdoor Dining	Public - Street Closure
ISA	79 PORTLAND ST	Outdoor Dining	Private - 1612SF
ISHI ISHI	93 WASHINGTON AVE #	Outdoor Dining	Private -
IZAKAYA MINATO	54 WASHINGTON AVE	Outdoor Dining	Public - 171SF

J'S OYSTER BAR	5 PORTLAND PIER	Outdoor Dining	Private - 1180 SF
KING'S HEAD, THE	254 COMMERCIAL ST #	Outdoor Dining	Private - Parking Lot
LAZZARI	618 CONGRESS ST #	Outdoor Dining	Public -
Leeward	85 Free St	Outdoor Dining	Parklet - 8X40
Leeward	85 Free St	Outdoor Dining	Public - 70SF
LFK	188 STATE ST #	Outdoor Dining	Public - 275 SF
LITTLE GIANT	211 DANFORTH ST #	Outdoor Dining	Private - [none]
LITTLE GIANT	211 DANFORTH ST #	Outdoor Dining	Public - 9 feet X 22 Feet
LITTLE GIANT	211 DANFORTH ST #	Outdoor Dining	Parklet - 8X40
LOCAL 188	685 CONGRESS ST #	Outdoor Dining	Public - 80SF & 480SF
Luke's Lobster	60 PORTLAND PIER #	Outdoor Dining	Private -
MAMI	339 Fore Street	Outdoor Dining	Public - 96 SF
MAMI	339 FORE ST	Outdoor Dining	Parklet - 8X40
Maps	64A Market St	Outdoor Dining	Parklet - 8X40
Marcy's Diner	47 OAK AVE #	Outdoor Dining	Public - 128 SF
Maria's Restaurant	1335 CONGRESS ST #	Outdoor Dining	Private - [none]
MISS PORTLAND DINER	140 MARGINAL WAY #	Outdoor Dining	Public - 10 feet X 38 Feet
Mocean	10 EXCHANGE ST #	Sidewalk Sales	8 feet X 6 Feet
Momentum Barbershop	52 EXCHANGE ST #	Sidewalk Sales	27 feet X 8 feet
N to Tail	31 EXCHANGE ST #	Outdoor Dining	Public - 816 SF
NOBLE BBQ	1706 FOREST AVE #	Outdoor Dining	Private
NORTH POINT, THE	35 Silver Street	Outdoor Dining	Public -10 Feet X 26 Feet
NOSH KITCHEN BAR	551 CONGRESS ST #	Outdoor Dining	Public - 395 SF
NURA	1 MONUMENT WAY #	Outdoor Dining	Public - 350SF
OLD PORT SEA GRILL	93 Commercial Street	Outdoor Dining	Public - Sidewalks on Commercial and Custom House
OLD PORT SLICE BAR	420 FORE ST #	Outdoor Dining	Public - 5 Feet X 9 Feet
PACIARINO	470 FORE ST	Outdoor Dining	Public - 108 SF
PETITE JACQUELINE	46 MARKET ST #	Outdoor Dining	Public - 16 feet X 32 Feet on Milk Street
Pizza Villa	942 CONGRESS ST #	Outdoor Dining	Private - [none]
Pizzarino	505 FORE ST #	Outdoor Dining	Public - 6 feet X 35 Feet
PORTLAND BEER HUB	320 FORE ST #	Outdoor Dining	Public - 111 SF
PORTLAND BEER HUB	320 FORE ST	Outdoor Dining	Parklet - 8X40

PORTLAND ELKS LODGE #188	1945 CONGRESS ST #BLDG B	Outdoor Dining	Private -
PORTLAND HUNT & ALPINE CLUB	75 MARKET ST #	Outdoor Dining	Parklet - 2 Parklets
PORTLAND MASH TUN	29 WHARF RD #	Outdoor Dining	Public - [none]
Portland Schooner Company	3 Wharf Street	Sidewalk Sales	
QUINN'S BARDEGA LLC	79 MELLEN ST #	Outdoor Dining	Public - 136 SF
QUINN'S BARDEGA LLC	79 MELLEN ST #	Outdoor Dining	Parklet - 40 X 8
RESTAURANTE EL CORAZON	190 STATE ST #	Outdoor Dining	Public - [none]
RIBOLLITA	41 MIDDLE ST #	Outdoor Dining	Public -
RI-RA THE IRISH PUB & REST.	72 COMMERCIAL ST	Outdoor Dining	Public - 500SF
ROSIE'S RESTAURANT & PUB	330 FORE ST	Outdoor Dining	Parklet - 8X40
ROSIE'S RESTAURANT & PUB	330 FORE ST #	Outdoor Dining	Public - 166 Total Square
Sagamore Hill Lounge	150 PARK ST	Outdoor Dining	Public - 56 Feet X 12 Feet
SALVAGE BBQ	919 CONGRESS ST #	Outdoor Dining	Public - Driveway
SAMUEL'S BAR & GRILL	1160 FOREST AVE #	Outdoor Dining	Private - [none]
SCALES	68 COMMERCIAL ST #	Outdoor Dining	Private - 264 SF
SHAY'S GRILL PUB	18 MONUMENT SQ #	Outdoor Dining	Public - 15 feet X 28 Feet
Sherman's Books & Stationary	49 EXCHANGE ST #	Sidewalk Sales	8 feet X 19 feet
SHIPYARD BREWING COMPANY	86 NEWBURY ST #	Outdoor Dining	Private - [none]
SINFUL KITCHEN, THE	906 BRIGHTON AVE #	Outdoor Dining	Private - 782SF
Solo Italiano	100 COMMERCIAL ST #	Outdoor Dining	Public - 272SF
Something's Fishy	32 Exchange Street	Sidewalk Sales	8X13
STREET AND CO.	33 WHARF ST #	Outdoor Dining	Public - 244 Square Feet
STROUDWATER DISTILLERY	4 THOMPSONS POINT	Outdoor Dining	Private - 459 SF
SWEETGRASS WINERY & DISTILLERY	324 FORE ST	Outdoor Dining	Parklet - 8X20
Swiss Time Inc	80 EXCHANGE ST #	Sidewalk Sales	8 Feet X 20 Feet-86 Exchange
TACO ESCOBARR	548 CONGRESS ST	Outdoor Dining	Public -
The Bar at Eight Exchange	8 Exchange Street	Outdoor Dining	Public - 12 feet X 22 feet
The Escape Room	492 CONGRESS ST #	Sidewalk Sales	14 Feet X 18 Feet
The Fish & Bone	195 Commercial Street	Sidewalk Sales	
THE HIGHROLLER LOBSTER CO	104 EXCHANGE ST #	Outdoor Dining	Public - 8 feet X 47 Feet
THE SHOP	121 WASHINGTON AVE #	Outdoor Dining	Private - [none]
The Yard	82 HANOVER ST #	Outdoor Dining	Private

THIRSTY PIG	37 Exchange Street	Outdoor Dining	Public - 212 SF
Three Dollar Dewey's	241 COMMERCIAL ST #	Outdoor Dining	Private - 1000 SF & 220 SF Public
Three of Strong Spirits	35 DIAMOND ST #	Outdoor Dining	Location - Private
TIMBER	106 EXCHANGE ST #	Outdoor Dining	Public - 8 feet X 19 feet
TIPO	182 OCEAN AVE #	Outdoor Dining	Private - 1200 SF
TIQA	327 Commercial Street	Outdoor Dining	Public - 415 SF
TOMASOS CANTEEN INC	18 HAMPSHIRE ST #	Outdoor Dining	Parklet - 2 Parklets 8 Feet X 40 Feet
URBAN FARM FERMENTORY	200 ANDERSON ST	Outdoor Dining	Private -
VENA'S FIZZ HOUSE	341 FORE ST	Outdoor Dining	Parklet - 8X40
VERANDA NOODLE BAR	14 VERANDA ST #	Outdoor Dining	Private -
Via Vecchia	10 DANA ST #	Outdoor Dining	Parklet- 18 feet X 37 feet
Wilson County Barbecue	82 HANOVER ST #	Outdoor Dining	Private - [none]
WOODFORD F & B	660 FOREST AVE #	Outdoor Dining	Private - 360 SF
Zane	39 EXCHANGE ST #	Sidewalk Sales	8 feet X 17 feet-41 Exchange Street



CITY OF PORTLAND
Economic Development
Gregory A. Mitchell, Director

MEMORANDUM

TO: Economic Development Committee

FROM: Greg Mitchell, Economic Development Director

DATE: July 15, 2020

SUBJECT: Proposed Amendments to 44/52 Hanover Street Purchase and Sale Agreement Post-Closing Obligations to support mixed use development, including residential apartments.

INTRODUCTION

A public hearing is scheduled for the July 21, 2020 EDC meeting to discuss and vote (in the form of a recommendation to the City Council) on Proposed Amendments to the 44/52 Hanover Street Purchase and Sale Agreement.

The EDC reviewed this proposal at their June 16, 2020 meeting and directed staff to seek Housing Committee input. The Housing Committee reviewed this proposal at their July 8, 2020 meeting. The Housing Committee supports moving ahead with this proposal provided the required number of Inclusionary Zoning (IZ) units are included in the proposed project.

See attached Proposed Ninth Amendment to the 44/52 Hanover Street Purchase and Sale Agreement to support the Proposed Purchase and Sale Agreement Amendments. Eight amendments following the City Council approval of the original Purchase and Sale Agreement were needed to address a pedestrian public access easement requirement, along with extending project due diligence and financing timeframes. Mr. Watson acquired this property on December 13, 2018. Also, an Escrow Agreement, in the amount of \$50,000, has been maintained since the property closing to ensure developer project performance.

I. ONE SENTENCE DESCRIPTION

Amendments to the 44/52 Hanover Street Purchase and Sale Agreement post-closing obligations are proposed to substitute construction of upwards of 171 residential rental units, with 8,000 square feet of commercial retail space, in place of redeveloping 18,000 square feet of warehouse space into maker units.

II. BACKGROUND

Mr. Watson was selected through a public bid process to redevelop two properties located at 44/52 and 82 Hanover Street properties.

82 Hanover Street Purchase and Sale Agreement. Redevelopment of 82 Hanover Street is complete and fully leased.

Redevelopment of 104 Grant Street, a condition of 82 Hanover Street Purchase and Sale Agreement, requires redevelopment into 23 residential units. This Project has received Planning Board approval, and, on July 13, 2020, the City Council approved establishing an Affordable Housing Tax Increment Financing (TIF) District and accompanying Credit Enhancement Agreement (CEA) to support the 104 Grant Street Housing Project.

44/52 Hanover Street Purchase and Sale Agreement. A condition of the 44/52 Hanover Street Purchase and Sale Agreement included the requirement to redevelop the existing 18,000 square foot former Public Works Fleet Services Metal Building into maker space. See attached Purchase and Sale Agreement.

Mr. Watson's Proposal is to demolish the existing Fleet Services Building to construct upwards of 171 residential apartments with 8,000 square feet of commercial retail space with courtyards. I note that Mr. Watson's proposal does not require a rezoning nor requests any City financial investment through the City Housing Trust Fund or TIF CEA financial assistance. Attached is Mr. Watson's Proposal entitled "52 Hanover, LLC, Port Property Management, Executive Summary".

III. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

City Council Goal is to "Increase access to rental and home ownership that is safe, affordable and accessible."

IV. FINANCIAL IMPACT

There is no direct financial impact associated with City Council action on Proposed Amendments to the 44/52 Hanover Street Purchase and Sale Agreement. The Proposed Project will contribute one hundred percent of the site municipal property taxes currently captured in the Bayside TIF District.

V. STAFF ANALYSIS

City staff reviewed Mr. Watson's proposal and are in agreement with the residential density analysis. It is noted that the proposed mixed-use project will require Planning Board site plan approval.

VI. RECOMMENDATION

City Planning, Housing and Community Development, and Economic Development staff have reviewed Mr. Watson's proposal and support the change in the development program

to include mixed-use residential and commercial development to gain upwards of 171 apartments.

VII. LIST ATTACHMENTS

- 44/52 Hanover Street Purchase and Sale Agreement
- 44-52 Hanover Street Proposed Ninth Amendment to Purchase and Sale Agreement
- 44/52 Hanover Street First to Eighth Amendments
- 52 Hanover Street Proposal Executive Summary

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this 14th day of May, 2018 by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "Seller" or "City"), and Tom Watson & Co., LLC, or assigns, a Maine limited liability company having a mailing address of 104 Grant Street, Portland, ME 04101 (hereinafter, collectively, referred to as "Buyer").

RECITALS

WHEREAS, the CITY is the owner of certain land and buildings located at or near 44 Hanover Street, Portland, Maine as generally depicted on the plan attached hereto as Exhibit A together with all buildings and other improvements located thereon (the "Premises") and incorporated herein; and

WHEREAS, Buyer desires to purchase the Premises, and the City desires to convey the Premises to Buyer subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE AND EFFECTIVE DATE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land and buildings located at or about 44 Hanover Street, Portland, Maine. This Agreement shall become effective after the City Council of the City approves it and after both Buyer and Seller have signed this Agreement. The date that the last of Buyer or City sign this Agreement shall be the effective date (the "Effective Date"), and the last signor shall insert that date in the first paragraph of this Agreement as the Effective Date. All deadlines and time periods set forth in this Agreement, including, without limitation, the Due Diligence Period, Financing Period and Closing Date (all as defined hereafter) shall be computed from the Effective Date.
2. **CONSIDERATION.** The purchase price for the Premises shall be One Million Two Hundred Seventy-Five Thousand Dollars (\$1,275,00.00) (the "Purchase Price"), subject to the following cost adjustments and conditions:
 - a. Buyer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Deposit") within 3 business days after the Effective Date of this Agreement that the parties agree will be held in escrow in a non-interest bearing account with CBRE | The Boulos Company; the Deposit shall be fully refundable until the later of the expiration of the Due Diligence Period or the Financing Period, as both are described herein; after the expiration of both such Periods, the Deposit shall be non-refundable except as expressly set forth herein, including, without limitation in paragraphs 3 and 10; and

- b. The parties agree that the City will continue to occupy and lease the Premises from Buyer after Closing (as defined herein) until at least March 31, 2019 by entering into a lease agreement with Buyer or Buyer's successor or assigns, as Buyer shall elect, in substantially the form attached hereto as Exhibit C (the "Lease"); provided, however, that the City shall have the right to continue to occupy the Premises until September 30, 2019. The City hereby agrees to notify Buyer in writing on or before the date that is sixty (60) days after the Effective Date if it intends to occupy the Premises beyond March 31, 2019 or the City shall be limited to a lease ending on March 31, 2019 unless Buyer and City shall otherwise agree.

At Closing, Buyer shall receive a credit against (that is, a reduction of) the Purchase Price in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month for the number of months remaining between the Closing Date and the end of the term of the Lease, which shall be no earlier than March 31, 2019 (the "Rent Credit"). If the first month which the City will occupy the Premises after Closing is less than a full month, the Rent Credit for that month shall be prorated. The Rent Credit shall serve as City's nonrefundable advance payment of rent for the Lease of the Premises to the City by the Buyer or the Buyer's successor or assigns, as Buyer shall elect. At Closing, the parties shall execute a Lease in substantially the form attached hereto as Exhibit C. Regardless of the length of the term of the Lease or the date that the City vacates the Premises, in no event shall the Rent Credit be less than \$75,000.00.

- c. The Buyer shall pay the remainder of the Purchase Price to the City after the Purchase Price is reduced by the full amount of the Rent Credit. Such payment shall be made by wire transfer (or as otherwise reasonably requested by the City) at Closing.

3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. Subject to extension as set forth in Paragraph 3(b) and (d), Buyer will have from the Effective Date of this Agreement until 4:00 PM Portland, Maine time on the later of July 23, 2018 or the day that is sixty (60) days after the Effective Date of this Agreement (the "Due Diligence Period") to complete any survey, environmental review and title examinations, and to undertake such other investigations, testing or inspections as Buyer shall deem appropriate.
- b. Property Description. The property description contained in the deed will be a survey description based upon a Boundary Survey performed by a Maine Licensed Surveyor to be obtained by the City (the "Survey") which will more specifically describe the property shown on Exhibit A hereto (the "Premises Description") in form reasonably acceptable to the City and Buyer. The Premises Description will be distributed to the parties hereto at

least thirty (30) days prior to expiration of the Due Diligence Period. If the Premises Description is not received by City and Buyer at least thirty (30) days prior to the expiration of the Due Diligence Period, the Due Diligence Period shall be extended to a date thirty (30) days after it is received. The parties will agree on the final Premises Description prior to closing. If the parties cannot agree upon the final Premises Description prior to closing, then Buyer shall have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement) or (2) waive the approval provision and close using a description to which the City will agree.

- c. Financing Contingency. Buyer shall have from the Effective Date of this Agreement until 4:00 PM Portland, Maine time on the day that is fifteen (15) days after the expiration of the Due Diligence Period (the “Financing Period”) to obtain a commitment for commercially reasonable financing acceptable to Buyer, provided, however, if the Due Diligence Period shall be extended, then the Financing Period shall be extended to expire on the date which is thirty (30) days after the expiration date of the Due Diligence Period. Buyer shall take timely and commercially reasonable steps to secure such financing. If Buyer does not obtain a financing commitment acceptable to Buyer within the Financing Period, Buyer may terminate this Agreement by notice in writing to City, or may elect to close under the Agreement despite the lack of such commitment. If Buyer so exercises its right to terminate this Agreement, then the City shall refund to Buyer the Deposit, if previously paid, without interest, within ten (10) days after receipt of Buyer's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Any termination notice sent by Buyer with respect to this Agreement may merely state that Buyer elects to terminate this Agreement, shall have no formal requirements, and shall be immediately effective.
- d. Title, Survey and Environmental Objections. In addition to the Survey described above, the City agrees it has caused a Phase II Environmental study of the Premises to be performed. Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters that Buyer determines materially affect insurability of title at standard rates, or the use of the Premises, the value of the Premises, the cost of development of or the cost or feasibility of construction on the Premises. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing, or utility easements discovered by Buyer, after the end of the Due Diligence Period may be made at any time prior to the closing. If the Survey and any environmental study (including, without limitation any Phase II Environmental study) are not completed and distributed to the parties at least thirty (30) days prior to the expiration of the Due Diligence Period,

the Due Diligence Period will be extended (without the need for further action by the parties hereto) to a date thirty (30) days after the date upon which the later of the Survey or any environmental study to be completed and received are completed and are received by Buyer and City.

e. Option to Cure.

(1) In the event of a title, Survey or environmental objection by Buyer, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's satisfaction, Buyer will have the option to:

(A) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement);

(B) waive the objection and close; or

(C) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so and the Closing Date shall be extended to a date ten (10) days after the expiration of such 60 day period); if Buyer determines it is not satisfied with the results of its own cure efforts, Buyer shall be entitled at any time prior to the expiration of the ten (10) day period following Buyer's sixty (60) day cure period set forth in this subsection (C) to terminate this Agreement as set forth in subsection (A) set forth above, or to waive its objection and close under this Agreement.

(2) In the event City shall elect not to cure any objection by Buyer, Buyer shall have until the later of the expiration date of the Due Diligence Period or fourteen (14) days after receipt by Buyer of the City's notice of election not to cure such Buyer's objection in which to make its choice and to notify City whether it elects option A, B or C set forth in the previous subparagraph. If the City does not timely respond to the Buyer's objection or if the City responds to Buyer's objection but does not state whether or not it elects to cure all of Buyer's objections, then Buyer shall have until the later of the expiration date of the Due Diligence Period or thirty (30) days after the date of Buyer's objection(s) in which to make its choice and to notify City whether it elects option A, B or C set forth in the previous subparagraph. In the event City shall elect to cure all of Buyer's objections, Buyer shall have until the later of the expiration date of the Due Diligence Period or fourteen (14) days following the end of the City's 60-day cure period to make its choice and to notify City whether it accepts

the City's cure with respect to all objections or whether it elects option A, B or C set forth in the previous subparagraph.

(3) Nothing contained in this subsection (e) is intended to, nor shall in any way limit, Buyer's right to terminate this Agreement prior to the expiration of the Due Diligence Period and obtain a refund of the Deposit.

- f. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title at standard rates, free and clear of all encroachments, liens and encumbrances except (i) easements consented to by Buyer; (ii) easements for utilities servicing the property, (iii) City ordinances, and (iv) real estate taxes not yet due and payable. Buyer further acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall become exempt from real and personal property taxes, by transfer, conversion, or otherwise, during the City's fiscal year that begins following the Closing or in the fiscal years thereafter, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount of the lesser of (a) the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable, or (b) such other target percentage as may be approved as part of a City PILOT policy that may be in effect at the time taxes are due on such property. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

3.1 TITLE DOCUMENTATION:

The City agrees to reasonably cooperate with Buyer's requests for documentation related to the title of the Premises or any tax taking of the Premises.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments as Buyer shall deem appropriate or desirable, and (iii) do such other things as Buyer determines, in its sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.

- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises, except those arising from labor or materials furnished at the City's request.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.
- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as reasonably possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any material physical damage caused to the Premises in connection with the Inspections; provided, however, the City hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, nor any studies, tests (including test borings or pits), exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections and other due diligence be acceptable to Buyer in its sole discretion. If the results of such Inspections or other due diligence are not acceptable to Buyer in its sole discretion Buyer may terminate this Agreement. If Buyer exercises its right to terminate this Agreement, then the City shall refund to Buyer the Deposit, if previously paid, without interest, within ten (10) days after receipt of Buyer's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Any termination notice sent by Buyer with respect to this Agreement may merely state that Buyer elects

to terminate this Agreement, shall have no formal requirements, and shall be immediately effective.

- 5. REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter except as provided in this Agreement and in the Lease. Because the Premises is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. In the event that the Parties agree to not execute the Lease and the City does not continue to occupy the Property after the Closing Date, any utilities for the Property shall be prorated as of the Closing Date. The Buyer's one half share of Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.
- 6. DEFAULT AND REMEDIES.** In the event that Buyer defaults hereunder for a reason other than the default of the City, City shall retain the deposit as liquidated damages as its sole remedy. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance and the City agrees it shall not invoke any sovereign immunity defense nor any defense based upon its status as a City, municipality, body politic or the like. Buyer at all times may elect in substitution for any other remedies available under this Agreement, as its sole remedy, the right to a return of its deposit.
- 7. RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement and receive a refund of the Deposit without interest, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement, or Buyer may elect to close hereunder and receive an assignment of any applicable insurance proceeds payable to the City relating to such loss or damage.
- 8. PROPERTY SOLD "AS IS, WHERE IS."** Buyer acknowledges that Buyer will have an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues (other than City's agreement to obtain subdivision approval as set forth in Paragraph 10 of this Agreement) or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and

obligation contained herein except as set forth in the Lease, if executed by the parties, and except as otherwise expressly set forth herein.

9. ENVIRONMENTAL INDEMNIFICATION. Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City's release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer's successors, assigns, and transferees.

Notwithstanding the foregoing, during the longer of the Lease term or the period in which the City occupies the Premises, the City shall be responsible for complying with all applicable state, federal and municipal environmental obligations, laws and regulations.

10. CONDITIONS PRECEDENT TO CLOSING. It is a condition precedent to Closing that:

- a. The City shall obtain subdivision approval by the City of Portland Planning Board, in order to obtain approval for the creation of the parcel which constitutes the Premises, unless the City as Seller and Buyer agree in writing, such subdivision approval is not required (hereinafter the "Subdivision Approval").
- b. In the event the City is unable to obtain the Subdivision Approval prior to the Closing Date, as defined below, then the Buyer may either (1) extend the Closing Date set forth in Paragraph 11 by a time period not to exceed one hundred eighty (180) days to permit the approvals to be obtained or (2) elect to terminate this Agreement prior to the later of the scheduled Closing Date or the expiration date of any extension period based on an extension as provided above. In the event Buyer shall elect to so extend the Closing Date, the City agrees to make reasonable efforts to pursue the Subdivision Approval.
- c. If Buyer shall elect to terminate this Agreement then the City shall refund the Deposit, if previously paid, without interest, and this Agreement shall be terminated and neither party shall have any further obligations or liabilities under this Agreement, unless the parties mutually agree to

extend this Agreement. Buyer acknowledges and agrees that the City is acting as Seller, and not in its regulatory capacity, in connection with this Agreement. The delivery to Buyer, and acceptance and recording by the Buyer of a deed to the Buyer of the Premises, will evidence conclusive and final consent by the Buyer to the waiver or completion of all these conditions.

11. CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer's counsel or Buyer's Lender's counsel at a time agreeable to the parties on or before the day that is the later of five months after the Effective Date of this Agreement or thirty (30) days after the later of (i) the expiration of the Due Diligence Period; (ii) the deadline for the City to resolve any title, Survey or environmental objections; or (iii) the date to which Buyer elects to extend the Closing Date under Paragraph 10 (the "Closing Date"). Notwithstanding the foregoing, City agrees to close on a date earlier than that specified above upon Buyer's request at least 10 days prior to Closing. At the Closing:

- a. City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good, insurable title to the Premises at standard rates, free and clear of all liens and encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the balance of the Purchase Price, subject to any adjustments set forth in section 2 of this Agreement, including, without limitation, reduction by the Rent Credit, to the City by wire transfer (or as otherwise reasonably requested by the City); and
- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement, and for the Buyer to obtain owners and lenders title insurance at standard rates in form reasonably acceptable to Buyer and to Buyer's lender.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting with respect to the Closing and executing documents on behalf of Buyer are authorized to do so.
- e. City shall deliver to Buyer a copy of all City Council Orders approving this Agreement and authorizing the City Manager or other City officials to execute this Agreement, the deed, the Lease, and any other documents necessary to effectuate the intent and purpose of this Agreement.
- f. Except as otherwise provided in section 2(b), the parties shall execute the Lease.

12. BUYER'S POST CLOSING OBLIGATIONS; ESCROW AGREEMENT. Buyer agrees as follows:

- a. Buyer agrees at Closing (and only upon Closing) to deposit \$50,000.00 to be held in escrow (the "Escrow Account") pursuant to an escrow agreement in form mutually acceptable to Buyer and City with a mutually acceptable escrow agent.
- b. Buyer agrees to commence development of a project at the Premises in substantially the form described in the portion of the plans depicting the Premises that are attached hereto as Exhibit B and incorporated herein by reference, and which project was presented to the City's Economic Development Committee on or about July 19, 2017 (the "Project"), within one (1) year after the later of the end of the term of the Lease or the last date of the City's occupancy of the Premises (the later of the two such dates hereinafter is referred to as the "City's End Date"). The Project shall be deemed to be "in substantially the form described in the portion of the plans depicting the Premises that are attached hereto as Exhibit B" if it proposes to include (or is constructed to include): (i) multiple separate spaces, which may have separate or shared access to the street; (ii) one large central space of a size and for a use to be determined; and (iii) an emphasis on rental affordability. The Project may also be modified in a manner that is reasonably necessary for Buyer to obtain City Planning board, City Council or any other municipal or other necessary approval, and the Project, if otherwise "in substantially the form described in the portion of the plans depicting the Premises that are attached hereto as Exhibit B" shall, notwithstanding any such modifications, continue to be so considered. In addition, if Buyer determines that interest rates or community demand for the use of the Premises change such that Buyer wishes to make changes to the Project, or if Buyer wishes to make other changes to the Project, Buyer shall request the City's approval of such changes.
- c. Buyer's commencement of development of the Project shall be effected by Buyer or its successors, assigns, or transferees submitting a site plan review application (an "Application") for the Project within one (1) year after the City's End Date.
- d. If Buyer does not submit an Application for the Project (which Application may include modifications as described above) within one (1) year of the City's End Date, then \$10,000.00 shall be released from escrow to the City's Housing Trust Fund, and until an Application has been filed, an additional \$10,000.00 shall be released from escrow to the City's Housing Trust Fund each ninety (90) days thereafter.
- e. Within thirty (30) days after the submission of an Application for the Project, the remaining balance of the Escrow Account shall be released to Buyer. If no Closing takes place under this Agreement, the Buyer shall

not be required to fund the Escrow Account nor make any payment. Notwithstanding anything to the contrary above, in the event that a Closing on the sale of the Premises to Buyer under this Agreement takes place and Buyer fails to submit any Application for the Project within the later of 5 years from the Closing Date or 4 years after the City's End Date, the entire remaining balance of the Escrow Account shall be released to the City's Housing Trust Fund.

- f. City hereby agrees that despite the references in this Agreement to Buyer as the developer with respect to the Project, that the Project will be undertaken by a different Limited Liability Company ("LLC") to be formed, or corporation to be formed, which will be an assignee of Buyer, and the City hereby consents to the same and consents to Buyer's assignment of its rights and obligations under this Agreement to any such LLC or corporation, provided that Thomas Watson will be a manager or co-manager of any such LLC and President or Vice President of any such corporation.
- g. The provisions of this section shall survive closing.

13. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

14. NON-WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

15. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

16. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, provided, however that this Agreement shall not be assigned by the City.

17. TIME. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

18. GOVERNING LAW. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be

invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

19. NOTICE. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Hand delivery to the City Manager's office shall be effective as personal delivery to the City Manager on the date of delivery. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE City: City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR Buyer: Mr. Thomas Watson
Tom Watson & Co., LLC
104 Grant Street
Portland, ME 04101

With a copy to: William H. Leete, Jr., Esq.
Leete & Lemieux, P.A.
511 Congress Street, Suite 502
Portland, ME 04101

20. SIGNATURES; MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

21. BROKERS. The City shall be responsible for paying all its brokers, including CBRE | The Boulos Company, at closing. Buyer has no broker other than Joseph Porta of Porta & Co., who Buyer understands is to be compensated by CBRE | The Boulos Company. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, if applicable, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

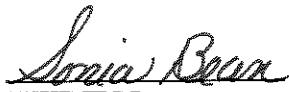
22. RECITALS INCORPORATED BY REFERENCE. The recitals set forth above

are incorporated herein by reference and made a part of this Agreement.

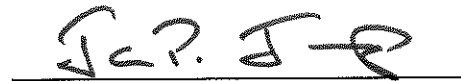
23. EXTENSIONS: Wherever this Agreement provides that a deadline will be extended, including without limitation any extension(s) which may be elected by Buyer or City as well as any extensions based upon the occurrence or non-occurrence of any event (such as, for example, the delivery of a survey or Phase II environmental report), then any such extension will be deemed to have automatically occurred, without the need for any additional action by Buyer or City.

IN WITNESS WHEREOF, the parties have hereunto have caused this instrument to be executed on their behalf by their duly authorized officers or representatives, as of the day and year first written above.

CITY OF PORTLAND



WITNESS



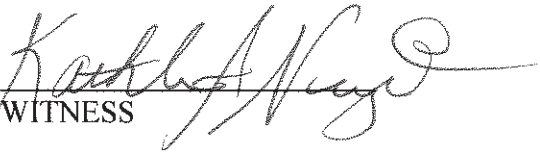
Jon P. Jennings
Its City Manager

Dated: May 14, 2018

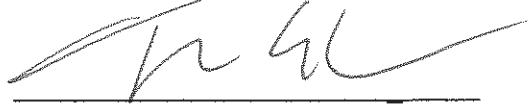
Approved as to Form:


Corporation Counsel's Office

Signature page for Tom Watson & Co., LLC follows.


WITNESS

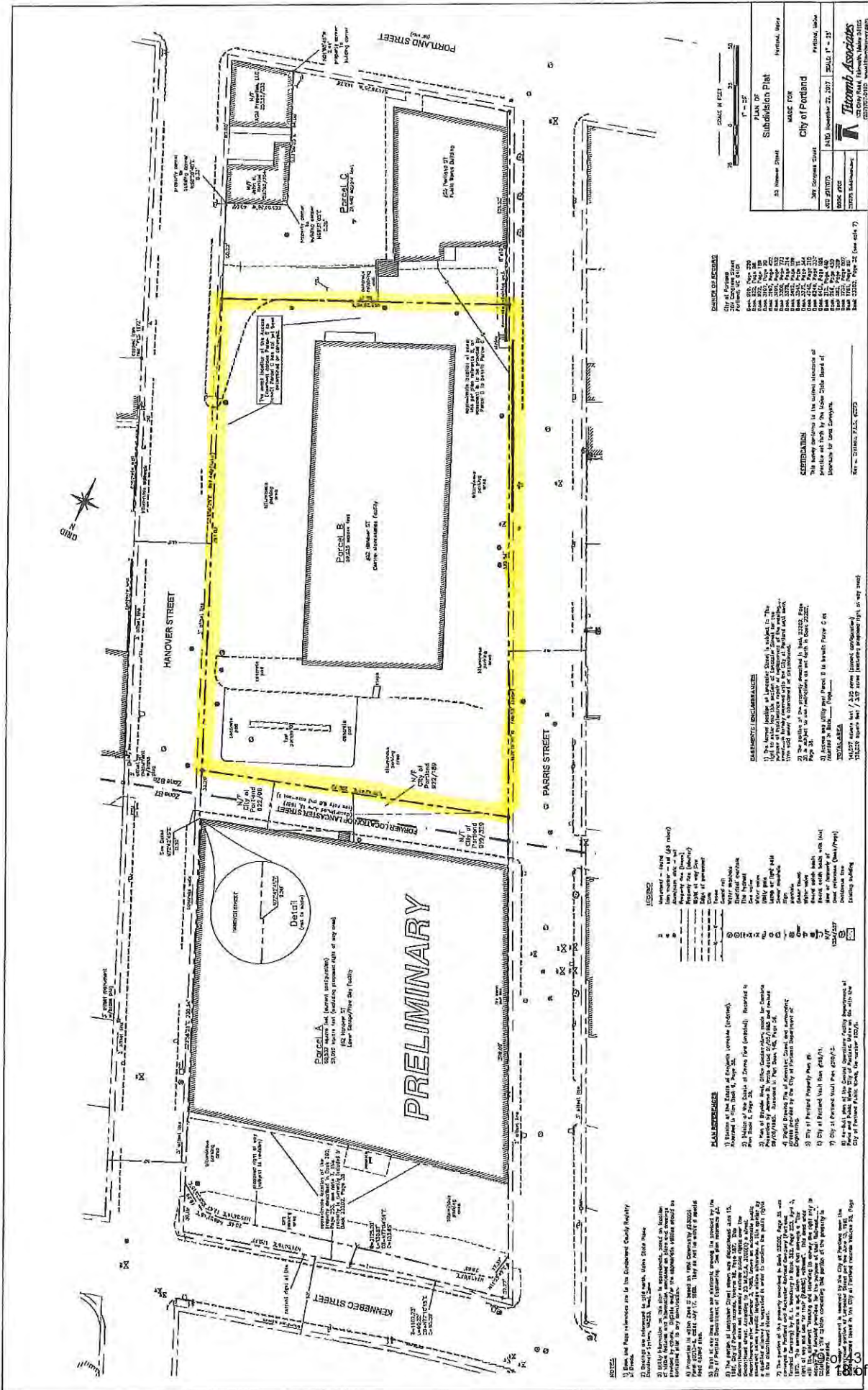
TOM WATSON & CO., LLC



Thomas E. Watson

Its Manager

Dated: 5.14.2018



82 Hanover

- o Relocate Port Property Management headquarters to 82 Hanover from 104 Grant Street in Parkside
- o Bring in retailers/partners who will contribute to the community as well as the economy
- o Open spaces/commons available for public use
- o Leverage large rooftop for decks and greenspace to add comfortable density to neighborhood
- o Creates opportunity for construction of 23 units on Grant Street and eliminates an office/warehouse that sits in the middle of the Parkside residential neighborhood

44 Hanover

- o 16 separate spaces all with autonomous access to the street.
- o One Central Space of over 3,500SF for a public/communal user like pub, café, eatery
- o Glass OHD to promote openness, and allow for artists and artisans to combine retail display space to their work space. Promote marketplace environment
- o Affordable/accessible to the creative community at under \$1,000/month.

Lancaster Court (between 82 Hanover & 44 Hanover)

- o Commons/courtyard space open to public for public use
- o Available for outdoor recreation including farmers market and small music venue for tenants and managers to promote work/events.
 - Display and value public art and communal aesthetic enhancements
 - Cobble stone street
 - Trees/landscaping
 - Fountain/water wall

56 Parris Street

- o 23 2 BR 2 Bath units
 - Unique product to Portland
 - Create product for families (2 bathrooms) or multiple roommates (making it affordable)
 - At 23 units, 4 stories high it is scaled to the other buildings in the neighborhood

BAYSIDE RFP - 44 HANOVER ST. -Rendering
PORTLAND, MAINE

MAY 15, 2017



1 VIEW LOOKING SOUTH-EAST ON PARRIS STREET
R.T.S.

PortProperty
MANAGEMENT

RYAN SENATORE **ARCHITECTURE**

PROCESS PRINT ONLY
Not for Construction

EXHIBIT C
LEASE AGREEMENT

This Lease Agreement, is made as of the _____ day of _____, 2018, by and between _____ with a mailing address of 104 Grant Street, Portland, Maine 04101 (hereinafter referred to as “Landlord”) and the **CITY OF PORTLAND**, a Maine municipal corporation having its principal place of business at 389 Congress Street, Portland, Maine (hereinafter referred to as “Tenant”).

WHEREAS, Tenant has recently conveyed to Landlord certain property located at or about 44 Hanover Portland Street in Portland, Maine and wishes to continue to occupy and use such property; and

WHEREAS, Landlord has sufficient right, title and interest in and to the real property and has full power and authority to enter into this Agreement in respect thereto, and is willing to have Tenant occupy and use the 44 Hanover Street property on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby mutually agree as follows:

1. Premises.

Tenant, as of the date of this Lease, exclusively occupies certain land and a building or buildings located at or about 44 Hanover Street, Portland, Maine (hereinafter the “Building”) (the land and Building are referred to herein as the “Premises”) as generally depicted on the plan attached hereto as Exhibit A. Landlord does hereby agree to lease, demise, and let the Premises unto Tenant, subject to the access and parking easement benefitting the owner of the property located at 55 Portland Street (the “Access Easement”), which easement is depicted on Exhibit A. Tenant shall have no authority to modify or make any substantial changes (whether cosmetic, structural or otherwise) to the Premises without the prior written consent of Landlord.

2. Term.

The initial term of this Lease shall commence _____, 2018 (the “Effective Date”) and terminate _____, 2019 (the “Initial Term”), unless earlier terminated as provided herein, or extended as provided herein. The Initial Term together with any Renewal Term (as defined herein) are referred to collectively hereinafter as the “Term.”

In the event Tenant shall continue in occupancy of the Premises after the expiration of the Initial Term or any Renewal Term (as defined herein), such occupancy shall not be deemed to extend or renew the terms of this Lease, but occupancy shall, at the option of the Landlord, continue as a tenancy at will from month to month upon covenants, provisions, and conditions herein contained, and at the rent in effect prior to the expiration of the Initial Term or Renewal Term (as

defined herein) whichever last occurred, increased by twenty five (25%) percent, prorated and payable month to month on the first day of each month for the period of such hold-over occupancy. This paragraph shall not be deemed or construed as giving the Tenant any right to hold over after the expiration of the Initial Term or any Renewal Term thereof.

2.1. Renewal.

Upon expiration of the Initial Term, at the request of the Tenant, the Term of this Lease may be renewed for one (1) three (3) month extension (which such extension hereinafter will be referred to as the "Renewal Term") subject to and conditioned upon Landlord's written consent, and provided that the Tenant is not in default of the terms of this Lease prior to the expiration of the Initial Term and provided that Tenant gives Landlord at least three (3) months' notice in writing of its request for a Renewal Term. Landlord's consent shall not be unreasonably withheld, delayed, or conditioned.

The Renewal Term shall commence the day following the expiration of the Initial Term of the Lease. If the Tenant exercises its option to renew Tenant agrees to pay to Landlord, or its designee, rent on the terms described in Paragraph 4 below at the new rental rate for the Renewal Term as set forth in Paragraph 4.

Tenant shall be responsible for all costs and expenses relating to the Premises during the entire period in which the Tenant occupies any part of the Premises (hereinafter the "Occupancy Period") including, without limitation, for the entire Term of this Lease (and any Renewal Term if applicable), all costs and expenses with respect to utilities as set forth in this Lease Agreement.

3. Permitted Uses.

The Premises may be used by Tenant for the current use of the Premises and for any other similar, lawful purposes. Tenant shall not use or occupy or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in a manner which will in any way violate any applicable laws, ordinances or regulations of any municipal, State or other governmental authority.

4. Rent.

a. Rent Paid in Advance at Closing. The rent for the lease to the Tenant for the Initial Term shall be in the amount of _____ Dollars (\$_____.00). As stated in the related Purchase and Sale Agreement dated on or about _____, 2018 between the City of Portland, Maine and Landlord (the "Purchase and Sale Agreement") with respect to the Premises, the full Rent Credit (as that term is defined in the Purchase and Sale Agreement) for the Initial Term is to be paid at the closing by the City of Portland, Maine as seller upon Landlord's purchase of the Premises (the "Closing"), granting a credit to Buyer in the full amount of said Rent Credit against and reducing the purchase price for the Premises by that amount. Landlord, by its initials here: _____ acknowledges receipt of the Rent Credit in the amount of \$_____. Tenant agrees that the agreement to pay rent in advance is a substantial inducement for Landlord to purchase the Premises at the purchase price set forth in the Purchase and Sale Agreement, and

accordingly, all of the rent paid and credited at Closing, including, without limitation, the Rent Credit, shall be non-refundable.

b. Rent During Renewal Term. If there is a Renewal Term of this Lease, the rent during the Renewal Term of this Lease shall be in the amount of the greater of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) per month or the then market rate of rent for the Premises, as determined by an independent commercial real estate agent or appraiser chosen by the Landlord, from three qualified agents or appraisers with at least ten (10) years' experience in the profession proposed by the Tenant, at least two months prior to the date when this Lease would terminate if not renewed. If none of the agents or appraisers proposed by Tenant are acceptable to Landlord, Landlord may request an appraisal from Landlord's agent which shall be averaged with one from an agent or appraiser selected by Tenant from the three proposed by Tenant to determine the then market rental rate.

c. Renewal Term Rent Payments; When Due. Rent during the Renewal Term (and rent for any time period for which rent is not fully paid in advance at the Closing on the sale of the Premises) shall be payable in advance the first day of each and every calendar month during such Renewal Term (and any other applicable period during which rent is due) and rent payments shall be made to the Landlord's manager, Port Property Management, 104 Grant Street, Portland, ME 04101 or such other address as Landlord shall in writing direct. Any rent payment received by the Landlord after the 7th of the applicable month shall be subject to a 5% late fee.

d. Additional Rent. Tenant shall also pay as additional rent all expenses and costs relating to the Premises, including, without limitation, all taxes, utilities and insurance, and including, without limitation, those set forth in Paragraphs 5, 6, 7, 8, 10 and 10.1 of this Lease.

5. Taxes and Utilities.

a. Taxes. The Tenant shall be responsible for timely payment of all taxes of any kind due to the City of Portland, Maine as well as any other fees due to the City of Portland, Maine, including, without limitation, all municipal real property taxes on or assessed against the Premises during the Term of the Lease. Tenant shall also be responsible for timely payment of all personal property taxes with respect to all personal property on or about the Premises. In the event the Premises are determined to be tax exempt, either wholly or partially, Tenant shall be required to pay any and all amounts due to the City of Portland, Maine in lieu of or as a replacement for real and personal property tax payments, including, without limitation, all amounts specified in Paragraph 3(f) of the Purchase and Sale Agreement. Upon receipt of a tax bill from the City of Portland, Landlord shall notify Tenant of the amount due and Tenant shall pay said amount within 30 days of receipt of such notice. In the event that the Term of the Lease is due to expire prior to the end of the six month tax period that is the subject of such a tax bill, the amount Tenant is required to pay shall be prorated accordingly.

b. Utilities. Tenant shall also be responsible for paying all the costs of all utilities servicing the Premises during the Initial Term of this Lease and any Renewal Term, including but not limited to electrical, gas, water, sewer, heat and air conditioning (together with all other HVAC expenses), internet, cable and telephone. Tenant shall also be responsible for payment of all

stormwater fees and stormwater service charges due to the Portland Water District or City of Portland, as well as any other assessments or fees against the Premises by the City of Portland, Maine or the Portland Water District. Landlord is not responsible for payment of any such assessments or fees, nor for providing heat nor any other utilities to the Premises, nor for paying the costs of any such utilities, all of which are Tenant's sole responsibility.

6. Tenant to Plow and Remove Snow.

Tenant, at Tenant's expense, shall be responsible for plowing and removing snow and ice from the Premises in accordance with applicable City ordinances. Landlord shall have no obligation to remove snow or ice from the Premises.

7. Tenant to Remove Trash and Debris; Maintenance.

Tenant, at Tenant's expense, shall maintain the entire portion of the Premises in the same condition and repair as it is in as of the Effective Date, except only for reasonable wear and tear, and shall remove from the Premises all trash and debris which it shall create, which is located upon the Premises or which is otherwise attributable to Tenant. Tenant shall not do anything to cause nor permit the Premises nor the activities therein or thereon to violate any municipal, county, state or federal law, ordinance or requirement, and shall promptly act upon direction of any officer of competent authority.

8. Responsibility for Repairs and Maintenance; Tenant's Acceptance Of Premises In "As Is" Condition.

a. Maintenance and Repair. Tenant is currently in possession of the Premises and does hereby accept the Premises and Common Areas in their present "AS IS" condition as of the Effective Date. During the Term of the Lease, Tenant shall, at its sole expense, maintain and make any reasonably necessary repairs to the Premises at its sole expense.

b. Capital Repairs. Tenant hereby warrants and represents that it has inspected the Premises and that it knows of no capital repairs that are presently necessary. The term "Capital Repair" is agreed to mean the repair or replacement of a major component or structural part of the Premises and shall also include the rebuilding of a major component or structural part of the Premises after the end of its useful life. Based on the information acquired in its inspection, together with its historic use of the Premises, Tenant represents that it has no actual knowledge that any Capital Repairs will be required during the Initial Term or if the Lease is renewed, during any Renewal Term. In the event any Capital Repairs to the Premises are reasonably necessary during the Term and Tenant does not wish to make such Capital Repair at Tenant's sole expense, Tenant shall so advise Landlord in writing and Landlord may, in its sole discretion, elect to make, or not to make, such Capital Repair. Notwithstanding the foregoing, Tenant agrees that whenever it determines that it is reasonably possible to make a temporary repair or patch and defer the need for a Capital Repair, it shall make such temporary patch or replacement. In the event Landlord elects not to make any Capital Repairs, Tenant shall have the right, but not the obligation to make such repairs at its own expense. Tenant acknowledges and agrees that even if Tenant determines it is unable to occupy the Premises due to the condition of the Building or the

Premises, all of its rent payments shall continue to be non-refundable even if Tenant determines that it could occupy the Building or the Premises if a Capital Repair was made.

Notwithstanding the foregoing, Landlord and Tenant agree that in the event of a casualty loss or event (hereinafter "Casualty") causing material physical damage to the Premises or Building for which there is insurance coverage as determined by the insurer issuing the applicable policy of insurance, that subject to and conditioned upon any requirements or conditions imposed by Landlord's lender (including, without limitation, any restrictions or conditions on disbursement of insurance payments or proceeds), funds paid by an insurer with respect to such Casualty shall be released to fund the cost of a Capital Repair resulting from such Casualty, upon such terms as shall be reasonably acceptable to Landlord and provided that Landlord shall not be required to make any payment of any kind toward such Capital Repair.

8.1 Improvements/Alterations. No improvements or alterations to the Premises which materially change or alter the Premises shall be made without Landlord's written approval, which shall not be unreasonably withheld, delayed, or conditioned. Any request by Tenant for such approval shall be submitted with written specifications and drawings reasonably satisfactory to Landlord. All improvements made to the Premises by Tenant must be done in accordance with all local Building codes and ordinances and all applicable State and Federal statutes and regulations, and Tenant must obtain all necessary permits prior to commencing improvements. Tenant shall promptly pay for any and all trades furnishing services and/or alterations to the Leased Premises. With the exception of any of Tenant's removable property, including without limitation, all of its personal property and trade fixtures, any and all property left by Tenant in the Leased Premises shall become property of the Landlord at the expiration or termination of Tenant's tenancy. A list of trade fixtures which are owned and controlled exclusively by Tenant and which Tenant shall remove at the end of the Term or when Tenant vacates the Premises, whichever shall be earlier, is attached as Exhibit B.

9. Compliance with Laws.

Tenant shall, at its own cost and expense, promptly observe and comply with all applicable laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county and city government.

10. Insurance.

Prior to the execution of this Lease and continuing during the Term of the Lease or for such longer period during which Tenant shall occupy the Premises, Tenant shall obtain, maintain and pay for all the costs of the insurance listed in the following subsections:

- a. Tenant shall maintain occurrence based General Liability Insurance, which shall include liability insurance with respect to automobiles, trucks and other motor vehicles, in the amount of \$400,000 per occurrence for causes of action pursuant to the Maine Tort Claims Act, and the policy for such insurance shall name Landlord as an additional insured. Tenant shall provide Landlord with a certificate evidencing such General Liability Insurance coverage prior to execution of this Lease. Tenant

shall be responsible for covering its personal property with such property and casualty insurance as it deems reasonably necessary and shall provide Landlord with documentation of such policies of insurance or self-insurance prior to execution of this Lease. Landlord shall not be responsible for any damage to Tenant's personal property except for damage caused by Landlord. Claims brought by Landlord against Tenant for damage to the Premises, that are not covered by an insurance policy, and are the result of Tenant's use and/or negligence, and not resulting from the Landlord, its employees, subcontractors, or others using the Access Easement to access the property at 55 Portland Street, shall be Tenant's responsibility to repair or reimburse Landlord in an amount equal to that reasonably necessary to return the Premises, to substantially the same condition in which they were at the start of this Lease. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages, available to the Tenant 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 Tenant. For the purposes of this Lease, an insurance claim will be deemed to be "not covered by an insurance policy insuring Tenant" if such claim is denied by the insurer issuing the policy against which the claim is made.

- b. Glass. Tenant shall be solely responsible for the cleaning, maintenance and replacement of plate glass and other windows located within the Leased Premises and is advised to obtain insurance coverage with respect to damage thereto. Tenant agrees to repair promptly any damage to such glass and windows at its sole expense. Tenant shall not be responsible for damage to glass or windows caused by Landlord, its employees or subcontractors, or others using the Access Easement to access 55 Portland Street. Any such cleaning, maintenance and/or repairs shall be to return all glass and windows to substantially the same condition in which they were at the start of this Lease.
- c. Workers Compensation. Tenant self-insures for workers compensation coverage and shall provide Landlord with evidence of its self-insured status.
- d. Property and Casualty Insurance. Landlord shall procure and maintain such Property and Casualty insurance as it deems reasonably necessary in regard to the Premises, and Tenant shall pay Landlord upon execution of this Lease for annual premiums in an amount up to and including ten thousand dollars (\$10,000). Such coverage shall be in form and amount to coverage as commonly written for comparable buildings. In the event that the Term of this Lease exceeds the term of Landlord's Property and Casualty insurance policy, Tenant shall pay landlord for applicable premiums within 10 days of Landlord's request for such payment. Any deductibles and/or retentions in an amount higher than ten thousand dollars (\$10,000) shall be subject to approval by Tenant. Tenant shall be named an additional insured on such policy for coverage only in those areas where government immunity has been expressly waived by 14

M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the Tenant 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 Tenant.

- e. Pollution Liability Insurance. Tenant shall procure and maintain premises pollution liability insurance in form and content reasonably acceptable to Landlord considering Tenant's use of the Premises as a vehicle maintenance garage and fueling station in an amount not less than one million dollars (\$1,000,000) per occurrence, for the Term of this Lease, or if the Occupancy Period ends later than the end of the Term, then, for the entire Occupancy Period, naming Landlord as an additional insured thereon. The pollution liability insurance policy (hereinafter in this sub-paragraph referred to as the "Policy") shall provide at least such coverage as is commonly written for buildings comparable to the building(s) located on the Premises and uses comparable to Tenant's use of the Premises. The Policy shall provide liability coverage on a claims-made and reported basis which covers claims first made against or by an insured and reported to the Insurer, during the policy period. The Policy shall also provide coverage for remediation costs which covers pollution conditions first discovered and reported to the insurer during the policy period. Tenant shall include in the pollution coverage of the Policy, conditions emanating from storage tanks (including gas and oil tanks) on the Premises. Tenant additionally agrees to purchase a so-called "tail" or extended reporting period coverage (hereinafter "Tail Coverage") for at least a one-year term in form reasonably acceptable to Landlord that provides coverage for claims pursuant to said Policy. The Tail Coverage shall, at minimum, extend the period for reporting claims under the Policy for at least a year after the expiration of the Occupancy Period.

Tenant agrees to procure and submit for Landlord's review a certificate of insurance and binder for the Policy and Tail Coverage at least ten (10) days prior to the commencement of this Lease Agreement as well as such other documents detailing the proposed terms of coverage as Landlord shall reasonably request. Tenant further agrees that the Policy shall be in full force and effect upon commencement of the Term.

- f. Self-Insurance, Large Deductibles and/or Retentions. Tenant is solely responsible for all deductibles and or retentions on any insurance policies required by this Lease, and agrees to pay all deductibles and retentions with respect to any such policies. Any coverage required by this Lease for which Tenant chooses to self-insure shall be the responsibility of the Tenant, and Tenant agrees to pay any covered claims for which it chooses to self insure.
- g. Waiver of Subrogation. Tenant shall procure waiver of subrogation on any insurance policies required under this Lease in which it is able to do so. Tenant agrees that it shall waive subrogation with respect to any matters for which it self-insures,

including, without limitation, worker's compensation insurance. Landlord acknowledges and agrees that Tenant's general liability insurance coverage shall not include a waiver of subrogation. Landlord may choose to either waive subrogation or list the Tenant as a named insured in lieu of waiving subrogation under its property and casualty insurance policy.

- h. Notice. All of the insurance policies in which the Tenant or Landlord are an additional or named insured under the terms of this Lease shall, contain a clause that the insurer shall not cancel or reduce the coverage of the insurance without first giving Tenant, Landlord and any mortgagees of Landlord thirty (30) days' prior written notice.

10.1 Tenant's Responsibilities.

- a. To the fullest extent permitted by law, Tenant hereby agrees to assume all risk of injury, harm or damage to any person or property (any such injury, harm or damage hereinafter is referred to as a "Liability Event"), including but not limited to all risk of injury, harm or damage to Tenant's officers, agents, employees, contractors, customers and invitees (all of whom hereinafter are referred to as "Tenant's Affiliates" in the plural or as a "Tenant Affiliate" in the singular) or to any of their property, arising out of, during, or in connection with Tenant's lease of the Premises from Landlord, Tenant's occupancy of the Premises or any other use by Tenant of the Premises (all such risks are hereinafter collectively referred to as the "Assumed Risks"), but only to the extent (i) any such Liability Event is a result of actions or omissions by Tenant, one of Tenant's Affiliates or any other person or entity for whom Tenant may be liable and (ii) is a negligent act or omission, an intentional act which is not a discretionary function, or an act or omission for which Tenant is liable under the Maine Tort Claims Act. Such Assumed Risks do not include injury, harm, or damage caused by (1) any act or omission of Landlord, its officers, agents, employees, contractors or anyone else for whom Landlord may be liable except Tenant or a Tenant Affiliate, or (2) any act or omission of any third party who is not a Tenant Affiliate utilizing the Access Easement. Tenant's obligations hereunder are subject to and limited by the defenses, immunities and limitations of liability available to the Tenant under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 et seq, and other applicable law.
- b. Tenant and Landlord agree that, subject to Landlord's right to enforce the terms of this Lease and to terminate this Lease as provided herein, and except to the extent that the Access Easement is used by others, Tenant shall have during the Term until the later of the expiration of the Lease, the earlier termination of the Lease, or when Tenant vacates the Premises, full control over the Premises (including, without limitation, all buildings or structures located on the Premises, including, without limitation, the Building and any parking lot, or walkways or other grounds located on the Premises) and shall be solely responsible for all maintenance and repairs to the Building and Premises except as expressly set forth in this Lease.

- c. Covenant against liens: Tenant shall not cause nor permit any lien against the Landlord's property or the Premises or any improvements thereto to arise out of or accrue from any action, omission or use thereof by Tenant; provided, however, that Tenant may in good faith contest the validity of any alleged lien. In the event Tenant contests such lien, upon the request of the Landlord, Tenant shall post a bond approved by the court in which such lien claim is pending or if not yet pending, a court with jurisdiction over such lien, warranting payment of any such lien. If Tenant does not contest a lien, it shall pay off and cause the discharge of any such lien within twenty (20) days of its recording. If a court or other proceeding is commenced, Tenant shall cause such lien to be "bonded off" to Landlord's satisfaction within forty-five (45) days of commencement of such proceeding. Should Landlord be subjected to any claim(s), suit(s) or lien(s), including, without limitation, any claim(s), suit(s) or lien(s) relating to any mechanic's lien claim for any services or materials associated with Tenant's improvements or alterations to the Leased Premises, Tenant shall indemnify and hold harmless Landlord from all damages and costs (including any attorneys' fees incurred by Landlord) arising out of or relating to any such claim(s), suit(s) or lien(s), and shall pay any and all costs (including attorneys' fees) incurred by Landlord in defense or prosecution of such actions within ten (10) days of demand by Landlord. Tenant's failure to comply with the foregoing requirements regarding liens shall constitute a default under the terms of this Lease.

10.2 Environmental Compliance.

During the longer of the Term or the Occupancy Period, the Tenant shall be responsible for complying with all applicable state, federal and municipal environmental obligations, laws and regulations (hereinafter collectively "Environmental Laws") and taking all necessary steps to prevent any violation of any such Environmental Laws. In addition, Tenant shall be responsible for payment of the costs and expenses relating to any violation of Environmental Law regarding any Hazardous Material (as defined below), substance or waste which comes on, which comes from or affects, the Premises during the longer of the Term or the Occupancy Period, or which is hereafter placed upon or under the Premises at any time during the longer of the Term or the Occupancy Period (including, without limitation payment of all fines, penalties or the like, as well as the costs of removal and remediation) including, any and all losses, damages, suits, penalties, costs, liability and expenses (including but not limited to reasonable investigation, laboratory fees, environmental audit and legal expenses) arising out of any claim for loss or damage to any real or personal property or to person(s) including the Premises, injuries to or death of person(s), contamination of or adverse effects on the environment or any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from any Hazardous Material (as defined below), substance or waste which comes on, which comes from or affects, the Premises during the longer of the Term or the Occupancy Period, or which is hereafter placed upon or under the Premises at any time during the longer of the Term or the Occupancy Period. Tenant's obligations under this paragraph do not apply to any violation of Environmental Laws or claims resulting from the actions or omission of Landlord, its employees, subcontractors, or others using the Access Easement to access the

property at 55 Portland Street. This paragraph is only intended to govern Tenant's actions during the longer of the Term or the Occupancy Period of the Lease and does not apply to Tenant's ownership of the Premises.

The term "Hazardous Materials" or "Hazardous Material" as used in this Lease Agreement includes but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future State, Federal or municipal environmental law, regulation or ordinance including but not limited to any such law, regulation or ordinance relating to petroleum or petroleum products, asbestos or asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables or explosives.

Landlord acknowledges and agrees that nothing in section 10 of this Lease is intended to alter or does alter the rights and obligations of the parties under sections 8 and 9 of the Purchase and Sale Agreement.

11. Assignment/Subletting.

Tenant shall not sublet all or any portion of the Premises, nor sublease, transfer or assign this Agreement or the rights granted hereunder at any time during the Term of this Agreement without the prior written approval of Landlord, which may be granted or withheld in Landlord's sole discretion. No such assignment or subletting shall relieve Tenant of any obligations hereunder, all of which shall remain in full force and effect, including, without limitation, with respect to payment and any person accepting such assignment shall take the Agreement subject to all prior breaches and shall be liable therefore in the same manner as Tenant.

12. Casualty Damage.

a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for use, then, and in such case: (i) if such fire or unavoidable casualty occurs during the Initial Term, then Tenant shall have the right to terminate this Lease; or (ii) if such fire or unavoidable casualty shall occur following the expiration of the Initial Term and during the Renewal Term or any other term, either Landlord or Tenant shall have the right to terminate this Lease. Such right of termination, if available, shall be exercised by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the Term of this Agreement shall cease and come to an end as of the earlier of the date Tenant fully moves out of the Premises or the expiration or earlier termination of the then application term of the Lease. Upon the date Tenant fully moves out of the Premises, Tenant's obligation to pay utilities shall end, except for such charges for utilities as shall have accrued prior to the date of move-out. Notwithstanding anything else contained in this Lease Agreement, Tenant shall not receive any rent refund or credit for such early termination of the Lease or for any early move out, but Tenant shall not be obligated to continue to pay rent due if the Lease is so terminated during any Renewal Term. For avoidance of doubt, Landlord and Tenant hereby agree no rent shall be

refunded to Tenant upon such termination (or under any other circumstance) and that the Rent Credit shall be permanently retained by Landlord.

b. Tenant shall be responsible for covering its equipment and supplies with such property and casualty insurance as it deems necessary and Landlord shall have no responsibility therefor. Tenant assumes all risk of damage, loss or casualty to its property, equipment and/or supplies while located at the Premises, whether it is owned or leased by Tenant.

12.1 Condemnation. If the Premises or any part thereof are taken or condemned by a duly constituted public authority, this Lease shall, as to the part taken, terminate and all proceeds and awards shall be paid to the Landlord. Tenant shall have no claim against Landlord with respect to any such taking or condemnation. In the event that a substantial portion of the Premises itself is taken or condemned, both Landlord and Tenant shall have the right to terminate this Lease upon giving notice in writing ten (10) days in advance of proposed termination date. Notwithstanding any such condemnation, taking or termination, no rent shall be refunded to Tenant, and all rent shall be permanently retained by Landlord.

13. Default; Termination.

a. This Lease is made on the condition that if the Tenant shall fail to pay any rent or any other monetary obligation to Landlord within five (5) days of its due date, or fail to perform any other obligation to Landlord within thirty (30) days after written notice thereof, or in case of an obligation that cannot with due diligence be cured within said thirty (30) day period, fail to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the performance of such obligation with due diligence and within a period of time that under all prevailing circumstances shall be reasonable or if Tenant shall violate or fail to comply with any of the terms or provisions of this Lease and such failure to comply or violation of this Lease shall reoccur or continue after written notice of such violation from Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if Tenant shall file bankruptcy, or if an involuntary bankruptcy shall be filed against Tenant which shall not be dismissed within thirty (30) days, or if the Tenant shall hold over at the termination of the Lease as herein provided, then and in any of said cases, notwithstanding any license or any former breach of covenants or waiver or consent in former instances, the Landlord lawfully may, in addition to and not in derogation of any remedies for breach of covenant, immediately or at any time thereafter, without prior demand or prior notice whatsoever, (a) terminate this Lease by notice in writing which termination shall be effective immediately or at Landlord's election on a date stated in said notice; (b) with or without process of law, enter into and upon the leased Premises or any part thereof and repossess the same; and (c) expel the Tenant and those claiming through or under the Tenant and remove its effects (together with any third parties' property) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preventing a breach of covenant, and upon entry as aforesaid, all rights of Tenant hereunder shall terminate; and Tenant covenants that in case of such termination, Tenant will during the remainder of the then-current term or any Renewal Term pay to Landlord on the last day of each calendar month the difference, if any, between the rental, and other monetary obligations of Tenant, which would have been due for such month had there been no such termination and the sum of the amounts being received by the Landlord from occupants of the leased Premises, if

any. In addition, Tenant agrees to pay the Landlord, as damages for any above-described breach, all costs of reletting the Leased Premises including, without limitation, real estate commissions, costs of advertising, costs of damage repair, cleaning, costs of renovation of the Premises to suit a new tenant, and costs of moving and storing Tenant's personal and trade fixtures.

b. Legal Fees and Expenses.

- (i) Tenant further agrees to pay and indemnify the Landlord against all reasonable legal costs and charges, including, without limitation, all reasonable attorney's fees and expenses (hereinafter collectively referred to as "Legal Expenses") incurred by Landlord if Landlord prevails in a civil action to obtain possession of the leased Premises (including, without limitation, in any forcible entry and detainer or eviction action).
- (ii) Tenant shall pay to Landlord all such Legal Expenses within ten (10) days following the entry of a final judgment and the passing of any applicable appeals period in such civil action.

c. Surrender. Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in accordance with the provisions of this Lease. If this Lease is terminated, Tenant shall remain liable to Landlord for all Rent due under this Lease Agreement which has not yet been paid to Landlord. The Rent Credit shall remain nonrefundable and shall be permanently retained by Landlord. In no event shall either party be liable to the other for incidental, special, or consequential damages of any nature claimed as a result of the breach of any term of this Agreement or termination of this Agreement.

d. Termination for Convenience. Tenant may terminate this Lease for its convenience upon no less than thirty (30) calendar days' prior written notice to Landlord. If Tenant so terminates this Lease for its convenience, no rent shall be refunded to Tenant, and the Rent Credit shall be permanently retained by Landlord.

14. Access.

Landlord shall provide at least 24 hours advance notice of its intention to enter the Premises, except in the case of an emergency. Upon such notice, the Landlord and its representatives, agents, or employees, may enter the Premises.

15. Signs.

Tenant shall not erect, install or place any signage upon the interior or exterior of the Premises except with the written approval of Landlord, which approval Landlord agrees not to withhold unreasonably. Tenant shall pay any and all costs associated with any such signage approved by Landlord.

16. Zoning.

It is the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals of its proposed use of the subject Premises. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the subject Premises for Tenant's intended use.

17. Self-Help.

In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a forum of appropriate jurisdiction has so ruled. The acceptance of a check by the Landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

18. Miscellaneous Provisions.

Subject to the foregoing, the covenants and agreements of the Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective successors and assigns, but no covenant or agreement of Landlord, expressed or implied, shall be binding individually upon any LLC manager or member nor any fiduciary nor any trustee or beneficiary under any trust.

19. Subordination.

Tenant shall, from time to time, upon request of the Landlord, subordinate this Lease to any mortgage deed, and/or other security indenture hereafter placed upon the leased Premises, and to any renewal, modification, replacement or extension of such mortgage or security indenture, if, and only if, any mortgagee of Landlord and Landlord (if required by lender) execute (either before or after) such subordination agreement or subordination, non-disturbance and attornment agreement ("SNDA"). Landlord agrees to make reasonable efforts to negotiate with its lender with respect to the terms of any such SNDA, and shall advise such lender of any Tenant objections to such SNDA. Tenant hereby agrees it shall execute and deliver to Landlord within five (5) days of Landlord's request such subordination agreement or SNDA submitted to Tenant by Landlord or Landlord's lender.

20. Estoppel Certificates.

Tenant shall, within five (5) days after each and every request by Landlord execute, acknowledge and deliver to Landlord a statement in writing including any or all of the following as determined by Landlord: (a) certifying that the Lease is unmodified and in full force or effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), (b) specifying dates to which the annual rent has been paid, (c) stating whether or not Landlord is in default in performance or observance of its obligations under the Lease, and, if so, specifying each such default, (d) stating whether or not to the best of the knowledge of the Tenant, any event has occurred which, with giving of notice or passage of time, or both, would constitute a default by Landlord under Lease, and, if so, specifying each such event, and (e)

certifying that Tenant, as of the date of the statement, has no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due thereunder. Any such statement delivered pursuant to this Article may be relied upon by any prospective assignee, transferee or mortgagee of the Leased Premises or any interest therein.

21. Return of Premises; Trade Fixtures.

Tenant at the expiration or termination of this Lease Agreement shall peaceably yield up to Landlord the Premises in broom clean condition, in good repair in all respects, reasonable use and wear and damage by fire and all other unavoidable casualties not caused by the acts or omissions of Tenant, its officers, employees, agents, invitees or contractors excepted. At such time, Tenant shall also remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises, including, without limitation, those listed on Exhibit B. Should Tenant fail to remove its trade fixtures, equipment or other personal property within Thirty (30) days of a notice to do so from Landlord, ownership of such fixtures, equipment and property shall automatically be vested in Landlord and Landlord have the right to dispose of such fixtures, equipment and property in any manner it sees fit, and retain all proceeds therefrom.

22. Covenants.

Landlord covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the Initial Term of this Agreement, or if applicable, any Renewal Term. Each party covenants that the Agreement is signed by a duly authorized individual.

23. Notices.

Any notice required to be given under this Lease shall be in writing and shall be hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the parties as stated below or such other address as either party may designate in writing to which its future notices shall be sent. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Hand delivery at the addresses below shall be effective as personal delivery to the party specified on the date of delivery. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

To Tenant: City of Portland
 ATTN: City MANAGER
 389 Congress Street
 Portland, ME 04101

With a copy to: The Office of the Corporation Counsel
 at the same address

To Landlord: Mr. Thomas Watson

104 Grant Street
Portland, ME 04101

With a copy to: William H. Leete, Jr., Esq.
Leete & Lemieux, P.A.
511 Congress Street, Suite 502
Portland, ME 04101

24. Amendment.

Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.

25. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

26. Force Majeure.

Neither Tenant nor Landlord shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be no longer than that required by the force majeure and a suspension of performance shall only be permitted if the party prevented from performance has given written notice thereof to the other party.

27. Non-Waiver.

No waiver of any breach of any one or more of the conditions of this Lease by the Landlord or Tenant shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

28. Limitations of Liability. Tenant agrees to look solely to the Landlord's interest in 44 Hanover Street, for recovery of any judgment from Landlord, it being agreed that Landlord is not personally liable for any such judgment beyond its interest in 44 Hanover Street (except to the extent that insurance proceeds may be available to satisfy any such judgment).

29. Brokers.

Landlord and Tenant each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection with this Agreement, other than the related purchase transaction for the Premises between Landlord and Tenant, and Tenant hereby warrants and represents that its broker [CBRE | The Boulos Company] has been paid in full for its services rendered in connection with that transaction and is not entitled to any compensation with respect to this Lease. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim or whose statement contained in this Paragraph 29 shall be untrue.

30. Tenant agrees that its obligations to Landlord under this Lease Agreement are contractual and are not subject to any defenses available under the Maine Tort Claims Act and Tenant further agrees not to seek to invoke any such defenses.

31. Memorandum of Lease.

Landlord and Tenant agree that this Lease shall not be recorded but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed the day and year first above written.

WITNESS:

LANDLORD

By: _____
Thomas E. Watson
Its Manager

WITNESS

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

Approved as to Form:

Corporation Counsel's Office

EXHIBIT A
(Plan of Premises to be inserted closing)

EXHIBIT B
Tenant's Property To Be Removed At End Of Term

Lifts –

- 2 Post Forward model DP15SN000M, 15,000 lb, 230 volt – Pickup Bay
- 2 Post Forward model DP10A2, 10,000 lb, 230 volt – Police Bay 2
- 2 Post Forward model 110N000M, 10,000 lb, 230 volt – Police Bay 1
- 4 post Rotary model SM18N000, 18,000 lb, 230 volt – Medcu Bay
- (4) sets of 4 Steril Koni mobile column lifts, 18,000 lb each post, 230 volt, 3 phase

Tire Machines –

- Atlas tire changer – 110 volt
- Accuturn tire balancer – 110 volt
- Brunick tire spreader – 110 volt
- Old tire changer

Crane

- Demag 10 ton.

Air Compressor – Replace with new

- Champion 3 phase, 230 volt compressor, circa 1992, with air drier 110 volt

Misc Shop Equipment 110 volt

- 2 ac machines, 110 volt
- 1 transmission service machine – 110 volt
- 110 welders for mechanics (2)
- Diesel transfer tank 110 volt
- Multiple waste oil transfer tanks 110 volt

Machine Shop

- Shop press, 110 volt
- Fume extraction – 110 – 220 volt depending on size.
- Millermatic 252 mig welder, 220 volt (work bay)
- Older mig welder, 220 volt (work bay)
- Tig welder – 220 volt (work bay)
- Plasma cutter, 220 volt (work bay)
- Jet bandsaw – 110 volt (in machine shop)
- Vertical bandsaw, 220 volt, 3 phase (machine shop)
- Ironworker, Scotchman, 110 volt (machine shop)
- Lathe, 220 volt, 3 phase (machine shop)
- Milling machine, 220 volt, 3 phase (machine shop)
- Large drill press, 220 volt, 3 phase (machine shop)
- Small drill press, 110 volt (machine shop)

Other/Misc Equipment

- (2) Generators (Admin and Fleet)
- Misc hose / cord / wiring reels
- Tire bay water tank
- Spring compressor – wall mounted in Fire bay
- Bulk fluid tanks
- Paint mix room
- Newer floor body shop lights
- 2 new Fleet building dumpsters
- Misc shelving

NINTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS NINTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Ninth Amendment”) is made and entered into as of _____, 2020, by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine (“Seller”), and 52 HANOVER, LLC, a Maine limited liability company (“Buyer”).

WITNESSETH:

WHEREAS, reference is made to that certain Purchase and Sale Agreement dated May 14, 2018, as amended by that certain First Amendment dated July 20, 2018, that certain Second Amendment also dated July 20, 2018, that certain Third Amendment dated August 20, 2018, that certain Fourth Amendment dated September 10, 2018, that certain Fifth Amendment dated October 3, 2018, that certain Sixth Amendment dated October 18, 2018, that certain Seventh Amendment dated November 2, 2018, and that certain Eighth Amendment dated November 15, 2018 (collectively, the “Agreement”) by and between the CITY OF PORTLAND, as Seller, and TOM WATSON & CO., LLC, predecessor-in-interest to 52 HANOVER, LLC, as Buyer, for the purchase and sale of that certain lot or parcel of land, together with the buildings and improvements thereon, located at or near 44 Hanover Street a/k/a 52 Hanover Street in City of Portland, County of Cumberland, State of Maine and more particularly described in the Agreement (the “Premises”); and

WHEREAS, Seller transferred the Premises to Buyer by deed dated December 12, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35353, Page 234;

WHEREAS, the Agreement contained certain post-closing obligations respecting Buyer’s use and development of the Premises; and

WHEREAS, Buyer and Seller wish to modify and amend certain of such post-closing obligations, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

AGREEMENT:

1. NINTH AMENDMENT. This Ninth Amendment is hereby incorporated into the Agreement by reference. In the event of a conflict between the terms and conditions of the Agreement and this Ninth Amendment, the terms and conditions of this Ninth Amendment shall control.

2. BUYER’S POST CLOSING OBLIGATIONS.

(a) Section 12 b. of the Agreement is hereby deleted in its entirety and the following substituted in place thereof:

On or before February 28, 2021, Buyer agrees to commence development of a project at the Premises consisting of a multipurpose building with commercial retail space and rental housing units in substantially the form described in the description of the proposed project at the Premises that is attached hereto as Exhibit B and incorporated herein by reference (the “Project”). Buyer’s commencement of development of the Project shall be effected by Buyer or its successors, assigns, or transferees submitting a site plan review application

(an “Application”) for the Project. The Project shall be deemed to be “in substantially the form described in Exhibit B” if it proposes to include (or is constructed to include): (i) multiple retail spaces; and (ii) an emphasis on rental housing. The Project may also be modified in a manner that is reasonably necessary for Buyer to obtain City Planning Board, City Council or any other municipal or other necessary approvals, which modifications may include, but not be limited to, reductions in the number of units for the Project or changes to the Project to account for setback requirements, height restrictions and/or agreements with any abutters, and the Project, if otherwise “in substantially the form shown in Exhibit B” shall, notwithstanding any such modifications, continue to be so considered. In addition, if Buyer determines that interest rates or community demand for the use of the Premises change or there are amendments to the Portland City Code such that Buyer wishes to make changes to the Project, or if Buyer wishes to make other changes to the Project, Buyer shall request the City’s approval of such changes. Buyer further agrees that the Project shall include no less than the minimum number of workforce housing units required by Portland City Code Section 14-487 and that Buyer shall not elect to pay the fee in lieu of providing any of the workforce housing units set forth in Section 14-487(e)(4). Nothing in this Agreement shall or is intended to relieve the Buyer of any of its obligations under Section 14-487 or any other applicable provisions of the City Code or applicable laws, rules, or regulations.

(b) Sections 12(c), 12(d), and 12(e) of the Agreement are hereby deleted in their entirety. Buyer and Seller hereby agree and acknowledge that the terms and conditions of that certain escrow agreement by and between Buyer and Seller and dated December 13, 2018 (the “Escrow Agreement”) shall replace and shall govern the Buyer and Seller’s rights and obligations as previously described in said deleted Sections 12(c), (d) and (e).

3. USE AND DEVELOPMENT PLANS. Exhibit B to the Agreement is hereby deleted and, substituted for it for all purposes for which Exhibit B was used, referenced or included in the Agreement is the attached Substitute Exhibit B, which Substitute Exhibit B is hereby made a part of the Agreement.

4. MISCELLANEOUS. Buyer and Seller each reaffirm the Agreement as amended by this Ninth Amendment, and all terms and conditions of the Agreement, including all defined terms, except as specifically amended by this Ninth Amendment, shall have the same meaning and remain in full force and effect. This Ninth Amendment may be executed and delivered in any number of counterparts, whether delivered by electronic mail or portable document format (PDF), each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed on their behalf by their duly authorized officers or representatives, as of the day and year first above written.

CITY OF PORTLAND:

By: _____
Jon P. Jennings
Its: City Manager
Dated: _____

Approved as to form:

Corporation Counsel's Office

52 HANOVER, LLC:

By: _____
Thomas E. Watson
Its: Manager
Dated: _____

Exhibit B

**FIRST AMENDMENT
TO
PURCHASE AND SALE AGREEMENT
FOR 44 HANOVER STREET**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 20th day of July, 2018, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and TOM WATSON & CO., LLC, a Maine limited liability company with offices in Portland, Maine, and/or its assigns (the "Buyer").

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated May 14, 2018 (the "Agreement") with respect to certain real property located at or about 44 Hanover Street, Portland, Maine as more fully described in the Agreement; and

WHEREAS, Seller and Buyer wish to amend the description of the Premises in the Agreement in order to clarify that Seller will reserve in the conveyance a public pedestrian access easement over a portion of the Premises

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Paragraph 3(f) of the Agreement is hereby deleted and replaced with the following:

Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title at standard rates, free and clear of all encroachments, liens and encumbrances except (i) easements consented to by Buyer; (ii) easements for utilities servicing the property, (iii) City ordinances, and (iv) real estate taxes not yet due and payable. Buyer specifically acknowledges and agrees that in the deed, Seller will reserve for the benefit of the public a 5-foot-wide pedestrian access easement as approved by the City of Portland Planning Board on May 23, 2018 (the "Public Pedestrian Easement") along the entire length of the common boundary between the Premises and 82 Hanover Street, which is also the northwesterly boundary line of the Premises, which easement shall run between Hanover and Parris Streets (the "Public Pedestrian Easement Area"). The Public Pedestrian Easement Area is generally depicted as the cross-hatched area on the diagram attached hereto as Exhibit A, which is incorporated herein by reference. The purpose of the Public Pedestrian Easement is to grant public pedestrian access on and over the Public Pedestrian Easement Area, which shall be an ADA compliant area for pedestrian, bicycle and similar non-motorized pedestrian uses. The Public Pedestrian Easement shall be subject to such rules or ordinances that the Seller may adopt from time to time in the interests of public safety, which are generally applicable to similar pedestrian easements, provided that Buyer does not waive any rights, and expressly reserves the right, to argue that any such future rules or ordinances do not apply to it on the basis that the existing

conditions of the Public Pedestrian Easement Area are grandfathered and/or that such rules or ordinances cannot be retroactively applied. Notwithstanding the foregoing, wheelchair and emergency vehicles as well as snow removal equipment shall be permitted in accordance with applicable federal and/or state laws regulating accessibility for such devices, vehicles or equipment. Maintenance and repair responsibilities within the Public Pedestrian Easement Area shall belong solely to the Buyer, its successors and assigns. Buyer shall be responsible for removal of snow and ice from the Public Pedestrian Easement Area and to otherwise comply with all laws, rules, regulations, and ordinances governing the removal of snow and ice. Seller shall have the right, but not the obligation, to repair or maintain the Public Pedestrian Easement Area, including, as reasonably necessary, any subsurface repairs or maintenance, or remove snow or ice therefrom, when Seller, in its sole discretion, deems such repairs, maintenance, or snow or ice removal necessary to ensure public safety and protect the public use and enjoyment of the Public Pedestrian Easement Area. No buildings or any kind of permanent structure will be erected in the Public Pedestrian Easement Area, and Buyer shall not use or authorize any use, condition or state of disrepair that would be contrary to or otherwise inhibit the public pedestrian uses of the Public Pedestrian Easement Area. Buyer further acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall become exempt from real and personal property taxes, by transfer, conversion, or otherwise, during the City's fiscal year that begins following the Closing or in the fiscal years thereafter, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount of the lesser of (a) the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable, or (b) such other target percentage as may be approved as part of a City PILOT policy that may be in effect at the time taxes are due on such property. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

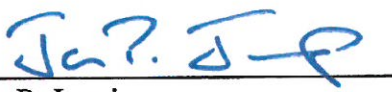
2. Except as specifically amended hereby, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement.

IN WITNESS WHEREOF, this First Amendment has been executed and delivered as of the day and year first above written.

CITY OF PORTLAND

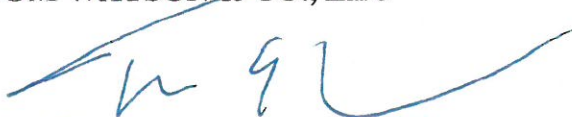


WITNESS


Jon P. Jennings
Its City Manager


WITNESS

TOM WATSON & CO., LLC


Printed Name: Thomas E. Watson
Its Manager

Approved as to Form:

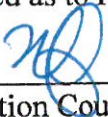
Corporation Counsel's Office

TOM WATSON & CO., LLC

WITNESS

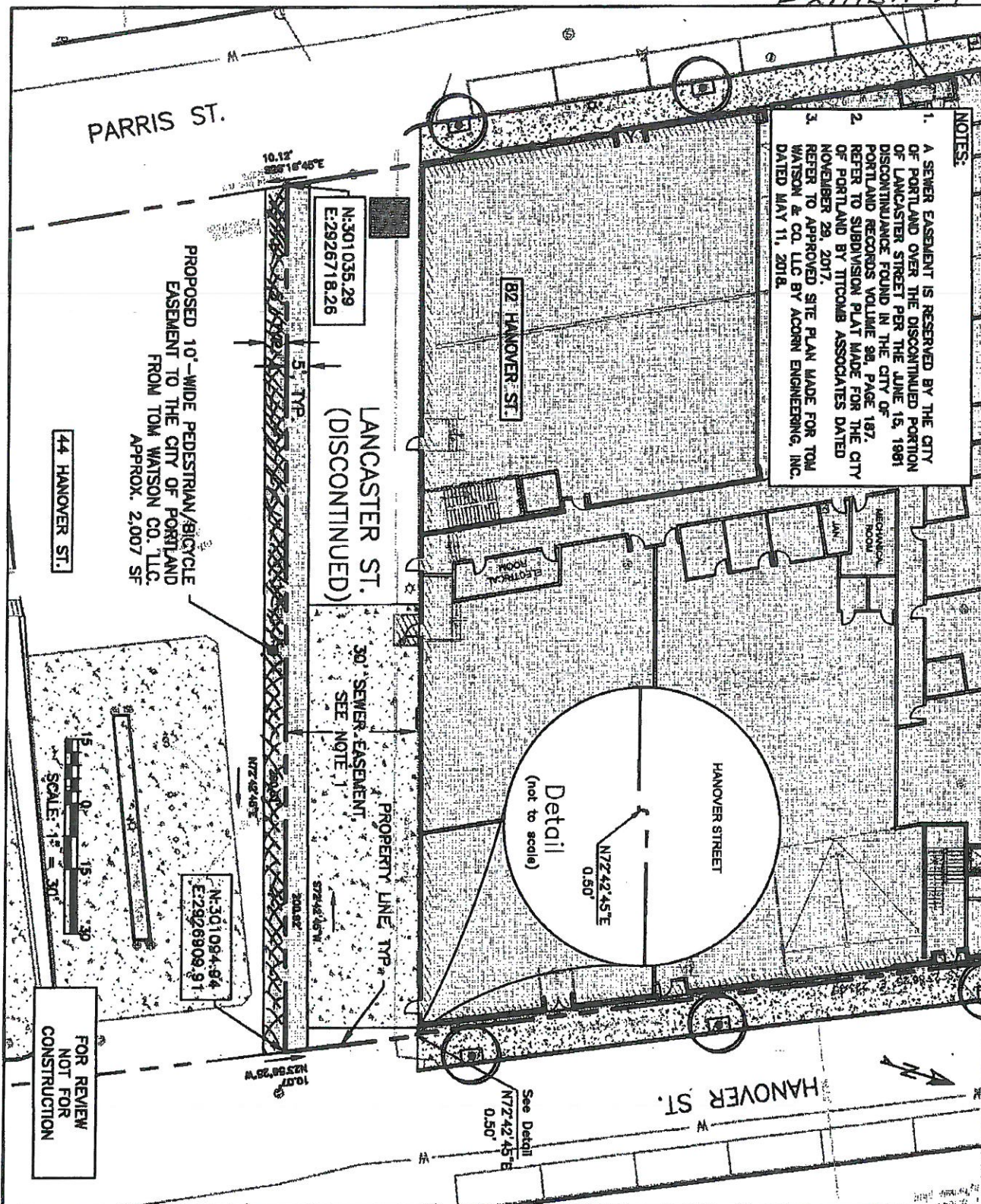
Printed Name: Thomas E. Watson
Its Manager

Approved as to Form:



Corporation Counsel's Office

EXHIBIT A



ISSUED FOR CITY REVIEW DATE BY	DRAWING NAME: LANCASTER PEDESTRIAN EASEMENT
	PROJECT NAME: 82 HANOVER REDEVELOPMENT
CLIENT: TOM WATSON & CO. LLC	FILE: 1083, CIVIL DATE: 5/29/2018 DATE: 1083 SCALE: 1"=30' DESIGN BY: S.L. DRAWN BY: S.L. CHECKED BY: WHS

ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2895

DRAWING NO.

EX-01

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

**SECOND AMENDMENT
TO
PURCHASE AND SALE AGREEMENT
FOR 44 HANOVER STREET**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 20th day of July, 2018, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and TOM WATSON & CO., LLC, a Maine limited liability company with offices in Portland, Maine, and/or its assigns (the "Buyer").

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated on or about May 14, 2018, as amended by that certain First Amendment dated July 20, 2018 (hereinafter collectively the "Agreement") with respect to certain real property located at or about 44 Hanover Street, Portland, Maine as more fully described in the Agreement (the 44 Hanover Street property is also known as 52 Hanover Street, Portland, Maine and that address may also be used to refer to the real property which is the subject of the Agreement);

WHEREAS, the Due Diligence period, as that term is defined in the Agreement, was to expire on the later of July 23, 2018 or the day that is sixty (60) days after the Effective Date of the Agreement (the "Due Diligence Expiration Date");

WHEREAS, the Financing Period, as that term is defined in the Agreement, was to expire on the day that is fifteen (15) days after the expiration of the Due Diligence Period, namely August 7, 2018 (the "Financing Period Expiration Date"); and

WHEREAS, Seller and Buyer wish to amend the Agreement to further extend the Due Diligence Period Expiration Date and the Financing Period Expiration Date as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The Agreement is hereby amended by deleting the reference to July 23, 2018 as the expiration date of the Due Diligence Period in the first sentence of Section 3(a) of the Agreement, and replacing it with a reference to "August 22 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Due Diligence Period to 4pm Portland, Maine time on August 22, 2018.

2. The Agreement is hereby further amended by deleting the reference to "the day that is fifteen (15) days after the expiration of the Due Diligence Period" as the expiration date of the Financing Period in the first sentence of Section 3(c) of the Agreement, and replacing it with a reference to "August 22, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Financing Period to 4pm Portland, Maine time on August 22, 2018.

3. Without limiting the general nature of the extensions described above, Seller and Buyer further agree that by virtue of extending the deadline of the expiration date of the Due Diligence Period they also intend, and hereby agree to (and hereby do) extend to August 22, 2018, the deadline for any objections to title, environmental or survey matters and including, without limitation, any objections to any other matters listed in Paragraph 3(d) of the Agreement.

4. Seller and Buyer further agree that due to certain automatic extension provisions in the Agreement, that both the Due Diligence Period and the Financing Period may be automatically extended to a date later than August 22, 2018 and it is the parties' intent that both such periods be extended to the later of August 22, 2018 or such later date as is provided in the Agreement.

5. Buyer and Seller further agree that any deadlines in the Agreement that are set to occur at the expiration of, or a specified number of days after, the Due Diligence Period shall continue to occur at the expiration of, or after the Due Diligence Period, as applicable and shall be calculated based upon the expiration date of the Due Diligence Period as amended hereby.

6. Except as specifically amended hereby and by the First Amendment, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement, as amended.

IN WITNESS WHEREOF, this Second Amendment has been executed and delivered as of the day and year first above written.

CITY OF PORTLAND

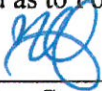


WITNESS



Jon P. Jennings
Its City Manager

Approved as to Form:



Corporation Counsel's Office

Signature page for Tom Watson & Co., LLC follows.


WITNESS

TOM WATSON & CO., LLC


Printed Name: Thomas E. Watson
Its Manager

**THIRD AMENDMENT
TO
PURCHASE AND SALE AGREEMENT
FOR 44 HANOVER STREET**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 20th day of August, 2018, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and TOM WATSON & CO., LLC, a Maine limited liability company with offices in Portland, Maine, and/or its assigns (the "Buyer").

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated on or about May 14, 2018, as amended by that certain First Amendment dated July 20, 2018 and that certain Second Amendment also dated July 20, 2018 (hereinafter collectively the "Agreement") with respect to certain real property located at or about 44 Hanover Street, Portland, Maine as more fully described in the Agreement (the 44 Hanover Street property is also known as 52 Hanover Street, Portland, Maine and that address may also be used to refer to the real property which is the subject of the Agreement);

WHEREAS, the prior amendments to the Agreement provided, among other things, that the Due Diligence Period and the Financing Period, as those terms are defined in the Agreement were extended, the most recent amendment extending those expiration dates to August 22, 2018 or such later date as may be set forth in the Agreement (the "Due Diligence and Financing Period Expiration Date"); and

WHEREAS, Seller and Buyer wish to amend the Agreement to further extend the Due Diligence and Financing Period Expiration Date as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The Agreement is hereby amended by deleting the reference to August 22, 2018 as the expiration date of the Due Diligence Period in the first sentence of Section 3(a) of the Agreement, and replacing it with a reference to "September 14, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Due Diligence Period to 4pm Portland, Maine time on September 14, 2018.

2. The Agreement is hereby further amended by deleting the reference to "August 22, 2018" as the expiration date of the Financing Period in the first sentence of Section 3(c) of the Agreement, and replacing it with a reference to "September 14, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Financing Period to 4pm Portland, Maine time on September 14, 2018.

3. Without limiting the general nature of the extensions described above, Seller and Buyer further agree that by virtue of extending the deadline of the expiration date of the Due

Diligence Period they also intend, and hereby agree to (and hereby do) extend to September 14, 2018, the deadline for any objections to title, environmental or survey matters and including, without limitation, any objections to any other matters listed in Paragraph 3(d) of the Agreement.

4. Seller and Buyer further agree that due to certain automatic extension provisions in the Agreement, that both the Due Diligence Period and the Financing Period may be automatically extended to a date later than September 14, 2018 and it is the parties' intent that both such periods be extended to the later of September 14, 2018 or such later date as is provided in the Agreement.

5. Buyer and Seller further agree that any deadlines in the Agreement that are set to occur at the expiration of, or a specified number of days after, the Due Diligence Period shall continue to occur at the expiration of, or after the Due Diligence Period, as applicable and shall be calculated based upon the expiration date of the Due Diligence Period as amended hereby.

6. Except as specifically amended hereby and by the First Amendment and the Second Amendment, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement, as amended.

IN WITNESS WHEREOF, this Third Amendment has been executed and delivered as of the day and year first above written.

CITY OF PORTLAND

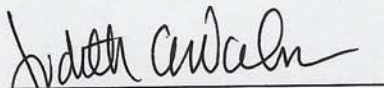

WITNESS


Jon P. Jennings
Its City Manager

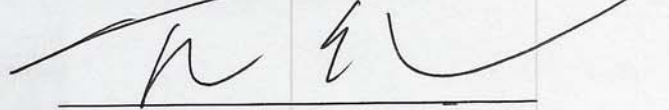
Approved as to Form:


Corporation Counsel's Office

Signature page for Tom Watson & Co., LLC follows.


WITNESS

TOM WATSON & CO., LLC



Printed Name: Thomas E. Watson
Its Manager

**FOURTH AMENDMENT
TO
PURCHASE AND SALE AGREEMENT
FOR 44 HANOVER STREET**

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 10th day of September, 2018, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and TOM WATSON & CO., LLC, a Maine limited liability company with offices in Portland, Maine, and/or its assigns (the "Buyer").

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated on or about May 14, 2018, as amended by that certain First Amendment dated July 20, 2018, that certain Second Amendment also dated July 20, 2018 and that certain Third Amendment dated August 20, 2018 (hereinafter collectively the "Agreement") with respect to certain real property located at or about 44 Hanover Street, Portland, Maine as more fully described in the Agreement (the 44 Hanover Street property is also known as 52 Hanover Street, Portland, Maine and that address may also be used to refer to the real property which is the subject of the Agreement);

WHEREAS, the prior amendments to the Agreement provided, among other things, that the Due Diligence Period and the Financing Period, as those terms are defined in the Agreement were extended, the most recent amendment extending those expiration dates to September 14, 2018 or such later date as may be set forth in the Agreement (the "Due Diligence and Financing Period Expiration Date"); and

WHEREAS, Seller and Buyer wish to amend the Agreement to further extend the Due Diligence and Financing Period Expiration Date as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The Agreement is hereby amended by deleting the reference to September 14, 2018 as the expiration date of the Due Diligence Period in the first sentence of Section 3(a) of the Agreement, and replacing it with a reference to "October 5, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Due Diligence Period to 4pm Portland, Maine time on October 5, 2018.

2. The Agreement is hereby further amended by deleting the reference to "September 14, 2018" as the expiration date of the Financing Period in the first sentence of Section 3(c) of the Agreement, and replacing it with a reference to "October 5, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Financing Period to 4pm Portland, Maine time on October 5, 2018.

3. Without limiting the general nature of the extensions described above, Seller and Buyer further agree that by virtue of extending the deadline of the expiration date of the Due

Diligence Period they also intend, and hereby agree to (and hereby do) extend to October 5, 2018, the deadline for any objections to title, environmental or survey matters and including, without limitation, any objections to any other matters listed in Paragraph 3(d) of the Agreement.

4. Seller and Buyer further agree that due to certain automatic extension provisions in the Agreement, that both the Due Diligence Period and the Financing Period may be automatically extended to a date later than October 5, 2018 and it is the parties' intent that both such periods be extended to the later of October 5, 2018 or such later date as is provided in the Agreement.

5. Buyer and Seller further agree that any deadlines in the Agreement that are set to occur at the expiration of, or a specified number of days after, the Due Diligence Period shall continue to occur at the expiration of, or after the Due Diligence Period, as applicable and shall be calculated based upon the expiration date of the Due Diligence Period as amended hereby.

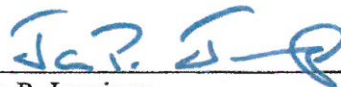
6. Except as specifically amended hereby and by the First Amendment, the Second Amendment, and the Third Amendment, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement, as amended.

IN WITNESS WHEREOF, this Fourth Amendment has been executed and delivered as of the day and year first above written.

CITY OF PORTLAND



WITNESS



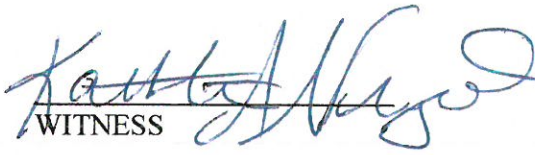
Jon P. Jennings
Its City Manager

Approved as to Form:

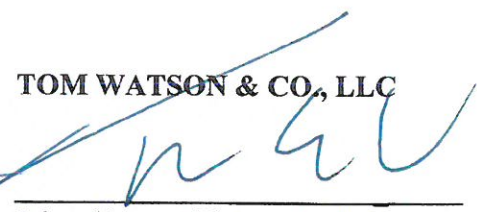


Corporation Counsel's Office

Signature page for Tom Watson & Co., LLC follows.


WITNESS

TOM WATSON & CO., LLC


Printed Name: Thomas E. Watson
Its Manager

**FIFTH AMENDMENT
TO
PURCHASE AND SALE AGREEMENT
FOR 44 HANOVER STREET**

THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 3rd day of October, 2018, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and TOM WATSON & CO., LLC, a Maine limited liability company with offices in Portland, Maine, and/or its assigns (the "Buyer").

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated on or about May 14, 2018, as amended by that certain First Amendment dated July 20, 2018, that certain Second Amendment also dated July 20, 2018, that certain Third Amendment dated August 20, 2018, and that certain Fourth Amendment dated September 10, 2018 (hereinafter collectively the "Agreement") with respect to certain real property located at or about 44 Hanover Street, Portland, Maine as more fully described in the Agreement (the 44 Hanover Street property is also known as 52 Hanover Street, Portland, Maine and that address may also be used to refer to the real property which is the subject of the Agreement);

WHEREAS, the prior amendments to the Agreement provided, among other things, that the Due Diligence Period and the Financing Period, as those terms are defined in the Agreement were extended, the most recent amendment extending those expiration dates to October 5, 2018 or such later date as may be set forth in the Agreement (the "Due Diligence and Financing Period Expiration Date"); and

WHEREAS, Seller and Buyer wish to amend the Agreement to further extend the Due Diligence and Financing Period Expiration Date as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The Agreement is hereby amended by deleting the reference to October 5, 2018 as the expiration date of the Due Diligence Period in the first sentence of Section 3(a) of the Agreement, and replacing it with a reference to "October 19, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Due Diligence Period to 4pm Portland, Maine time on October 19, 2018.

2. The Agreement is hereby further amended by deleting the reference to "October 5, 2018" as the expiration date of the Financing Period in the first sentence of Section 3(c) of the Agreement, and replacing it with a reference to "October 19, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Financing Period to 4pm Portland, Maine time on October 19, 2018.

3. Without limiting the general nature of the extensions described above, Seller and Buyer further agree that by virtue of extending the deadline of the expiration date of the Due Diligence Period they also intend, and hereby agree to (and hereby do) extend to October 19, 2018, the deadline for any objections to title, environmental or survey matters and including, without limitation, any objections to any other matters listed in Paragraph 3(d) of the Agreement.

4. Seller and Buyer further agree that due to certain automatic extension provisions in the Agreement, that both the Due Diligence Period and the Financing Period may be automatically extended to a date later than October 19, 2018 and it is the parties' intent that both such periods be extended to the later of October 19, 2018 or such later date as is provided in the Agreement.

5. Buyer and Seller further agree that the reference to "thirty (30) days" in the first section of paragraph 11 of the Agreement following "after the Effective Date of this Agreement or" is deleted and replaced with "eighteen (18) days."

6. Buyer and Seller further agree that any deadlines in the Agreement that are set to occur at the expiration of, or a specified number of days after, the Due Diligence Period shall continue to occur at the expiration of, or after the Due Diligence Period, as applicable and shall be calculated based upon the expiration date of the Due Diligence Period as amended hereby.

7. Except as specifically amended hereby and by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement, as amended.

IN WITNESS WHEREOF, this Fifth Amendment has been executed and delivered as of the day and year first above written.

CITY OF PORTLAND



Jon P. Jennings
Its City Manager

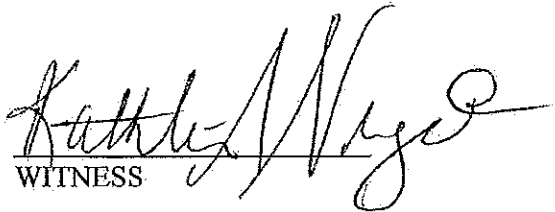
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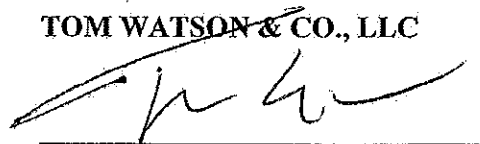
Approved as to Form:



Corporation Counsel's Office

Signature page for Tom Watson & Co., LLC follows.


WITNESS

TOM WATSON & CO., LLC

Printed Name: Thomas E. Watson
Its Manager

**SIXTH AMENDMENT
TO
PURCHASE AND SALE AGREEMENT
FOR 44 HANOVER STREET**

THIS SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 19th day of October, 2018, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and TOM WATSON & CO., LLC, a Maine limited liability company with offices in Portland, Maine, and/or its assigns (the "Buyer").

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated on or about May 14, 2018, as amended by that certain First Amendment dated July 20, 2018, that certain Second Amendment also dated July 20, 2018, that certain Third Amendment dated August 20, 2018, that certain Fourth Amendment dated September 10, 2018, and that certain Fifth Amendment dated October 3, 2018 (hereinafter collectively the "Agreement") with respect to certain real property located at or about 44 Hanover Street, Portland, Maine as more fully described in the Agreement (the 44 Hanover Street property is also known as 52 Hanover Street, Portland, Maine and that address may also be used to refer to the real property which is the subject of the Agreement);

WHEREAS, the prior amendments to the Agreement provided, among other things, that the Due Diligence Period and the Financing Period, as those terms are defined in the Agreement were extended, the most recent amendment extending those expiration dates to October 19, 2018 or such later date as may be set forth in the Agreement (the "Due Diligence and Financing Period Expiration Date"); and

WHEREAS, Seller and Buyer wish to amend the Agreement to further extend the Due Diligence and Financing Period Expiration Date as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The Agreement is hereby amended by deleting the reference to "October 19, 2018" as the expiration date of the Due Diligence Period in the first sentence of Section 3(a) of the Agreement, and replacing it with a reference to "November 2, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Due Diligence Period to 4pm Portland, Maine time on November 2, 2018.

2. The Agreement is hereby further amended by deleting the reference to "October 19, 2018" as the expiration date of the Financing Period in the first sentence of Section 3(c) of the Agreement, and replacing it with a reference to "November 2, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Financing Period to 4pm Portland, Maine time on November 2, 2018.

3. Without limiting the general nature of the extensions described above, Seller and Buyer further agree that by virtue of extending the deadline of the expiration date of the Due Diligence Period they also intend, and hereby agree to (and hereby do) extend to November 2, 2018, the deadline for any objections to title, environmental or survey matters and including, without limitation, any objections to any other matters listed in Paragraph 3(d) of the Agreement.

4. Seller and Buyer further agree that due to certain automatic extension provisions in the Agreement, that both the Due Diligence Period and the Financing Period may be automatically extended to a date later than November 2, 2018 and it is the parties' intent that both such periods be extended to the later of November 2, 2018 or such later date as is provided in the Agreement.

5. Buyer and Seller further agree that the reference to "thirty (30) days" in the first section of paragraph 11 of the Agreement following "after the Effective Date of this Agreement or" is deleted and replaced with "four (4) days."

6. Buyer and Seller further agree that any deadlines in the Agreement that are set to occur at the expiration of, or a specified number of days after, the Due Diligence Period shall continue to occur at the expiration of, or after the Due Diligence Period, as applicable and shall be calculated based upon the expiration date of the Due Diligence Period as amended hereby.

7. Except as specifically amended hereby and by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement, as amended.

IN WITNESS WHEREOF, this Sixth Amendment has been executed and delivered as of the day and year first above written.

CITY OF PORTLAND


WITNESS


Jon P. Jennings
Its City Manager

Approved as to Form:


Corporation Counsel's Office

Signature page for Tom Watson & Co., LLC follows.


WITNESS

TOM WATSON & CO., LLC


Printed Name: Thomas E. Watson
Its Manager

**SEVENTH AMENDMENT
TO
PURCHASE AND SALE AGREEMENT
FOR 44 HANOVER STREET**

THIS SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 2nd day of November, 2018, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and TOM WATSON & CO., LLC, a Maine limited liability company with offices in Portland, Maine, and/or its assigns (the "Buyer").

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated on or about May 14, 2018, as amended by that certain First Amendment dated July 20, 2018, that certain Second Amendment also dated July 20, 2018, that certain Third Amendment dated August 20, 2018, that certain Fourth Amendment dated September 10, 2018, that certain Fifth Amendment dated October 3, 2018, and that certain Sixth Amendment dated October 18, 2018 (hereinafter collectively the "Agreement") with respect to certain real property located at or about 44 Hanover Street, Portland, Maine as more fully described in the Agreement (the 44 Hanover Street property is also known as 52 Hanover Street, Portland, Maine and that address may also be used to refer to the real property which is the subject of the Agreement);

WHEREAS, the prior amendments to the Agreement provided, among other things, that the Due Diligence Period and the Financing Period, as those terms are defined in the Agreement were extended, the most recent amendment extending those expiration dates to November 2, 2018 or such later date as may be set forth in the Agreement (the "Due Diligence and Financing Period Expiration Date"); and

WHEREAS, Seller and Buyer wish to amend the Agreement to further extend the Due Diligence and Financing Period Expiration Date and amend the Closing Date as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The Agreement is hereby amended by deleting the reference to "November 2, 2018" as the expiration date of the Due Diligence Period in the first sentence of Section 3(a) of the Agreement, and replacing it with a reference to "November 15, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Due Diligence Period to 4pm Portland, Maine time on November 15, 2018.

2. The Agreement is hereby further amended by deleting the reference to "November 2, 2018" as the expiration date of the Financing Period in the first sentence of Section 3(c) of the Agreement, and replacing it with a reference to "November 15, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Financing Period to 4pm Portland, Maine time on November 15, 2018.

3. Without limiting the general nature of the extensions described above, Seller and Buyer further agree that by virtue of extending the deadline of the expiration date of the Due Diligence Period they also intend, and hereby agree to (and hereby do) extend to November 15, 2018, the deadline for any objections to title, environmental or survey matters and including, without limitation, any objections to any other matters listed in Paragraph 3(d) of the Agreement.

4. Seller and Buyer further agree that due to certain automatic extension provisions in the Agreement, that both the Due Diligence Period and the Financing Period may be automatically extended to a date later than November 15, 2018 and it is the parties' intent that both such periods be extended to the later of November 15, 2018 or such later date as is provided in the Agreement.

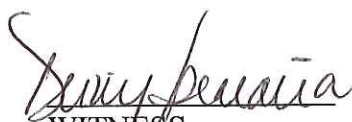
5. Buyer and Seller further agree that the first paragraph of section 11 of the Agreement is deleted and replaced with the following:

"CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer's counsel or Buyer's Lender's counsel at a time agreeable to the parties on or before the day that is the later of (i) November 15, 2018, or (ii) thirty (30) days after the deadline for the City to resolve any title, Survey or environmental objections or (iii) the date to which Buyer elects to extend the Closing Date under Paragraph 10 (the "Closing Date"). Notwithstanding the foregoing, City agrees to close on a date earlier than that specified above upon Buyer's request at least 10 days prior to Closing. At the Closing:"

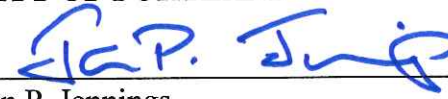
6. Buyer and Seller further agree that any deadlines in the Agreement that are set to occur at the expiration of, or a specified number of days after, the Due Diligence Period shall continue to occur at the expiration of, or after the Due Diligence Period, as applicable and shall be calculated based upon the expiration date of the Due Diligence Period as amended hereby.

7. Except as specifically amended hereby and by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement, as amended.

IN WITNESS WHEREOF, this Seventh Amendment has been executed and delivered as of the day and year first above written.


WITNESS

CITY OF PORTLAND


Jon P. Jennings
Its City Manager

Approved as to Form:

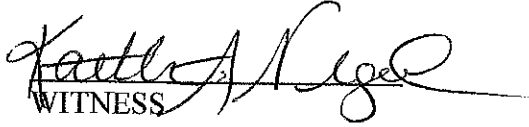

Corporation Counsel's Office

Signature page for Tom Watson & Co., LLC follows.

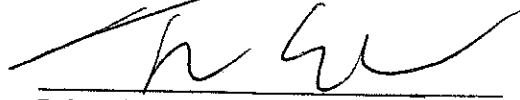
TOM WATSON & CO., LLC

WITNESS

Printed Name: Thomas E. Watson
Its Manager


WITNESS

TOM WATSON & CO., LLC



Printed Name: Thomas E. Watson
Its Manager

**EIGHTH AMENDMENT
TO
PURCHASE AND SALE AGREEMENT
FOR 44 HANOVER STREET**

THIS EIGHTH AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of the 15th day of November, 2018, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and TOM WATSON & CO., LLC, a Maine limited liability company with offices in Portland, Maine, and/or its assigns (the "Buyer").

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated on or about May 14, 2018, as amended by that certain First Amendment dated July 20, 2018, that certain Second Amendment also dated July 20, 2018, that certain Third Amendment dated August 20, 2018, that certain Fourth Amendment dated September 10, 2018, that certain Fifth Amendment dated October 3, 2018, that certain Sixth Amendment dated October 18, 2018, and that certain Seventh Amendment dated November 2, 2018 (hereinafter collectively the "Agreement") with respect to certain real property located at or about 44 Hanover Street, Portland, Maine as more fully described in the Agreement (the 44 Hanover Street property is also known as 52 Hanover Street, Portland, Maine and that address may also be used to refer to the real property which is the subject of the Agreement);

WHEREAS, the prior amendments to the Agreement provided, among other things, that the Due Diligence Period and the Financing Period, as those terms are defined in the Agreement were extended, the most recent amendment extending those expiration dates to November 15, 2018 or such later date as may be set forth in the Agreement (the "Due Diligence and Financing Period Expiration Date"); and

WHEREAS, Seller and Buyer wish to amend the Agreement to further extend the Due Diligence and Financing Period Expiration Date and amend the Closing Date as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The Agreement is hereby amended by deleting the reference to "November 15, 2018" as the expiration date of the Due Diligence Period in the first sentence of Section 3(a) of the Agreement, and replacing it with a reference to "December 14, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Due Diligence Period to 4pm Portland, Maine time on December 14, 2018.

2. The Agreement is hereby further amended by deleting the reference to "November 15, 2018" as the expiration date of the Financing Period in the first sentence of Section 3(c) of the Agreement, and replacing it with a reference to "December 14, 2018," meaning and intending hereby to extend, and hereby extending, the deadline of the expiration date of the Financing Period to 4pm Portland, Maine time on December 14, 2018.

3. Without limiting the general nature of the extensions described above, Seller and Buyer further agree that by virtue of extending the deadline of the expiration date of the Due Diligence Period they also intend, and hereby agree to (and hereby do) extend to December 14, 2018, the deadline for any objections to title, environmental or survey matters and including, without limitation, any objections to any other matters listed in Paragraph 3(d) of the Agreement.

4. Seller and Buyer further agree that due to certain automatic extension provisions in the Agreement, that both the Due Diligence Period and the Financing Period may be automatically extended to a date later than December 14, 2018 and it is the parties' intent that both such periods be extended to the later of December 14, 2018 or such later date as is provided in the Agreement.

5. Buyer and Seller further agree that the first paragraph of section 11 of the Agreement is deleted and replaced with the following:

"CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer's counsel or Buyer's Lender's counsel at a time agreeable to the parties on or before the day that is the later of (i) December 14, 2018, or (ii) thirty (30) days after the deadline for the City to resolve any title, Survey or environmental objections or (iii) the date to which Buyer elects to extend the Closing Date under Paragraph 10 (the "Closing Date"). Notwithstanding the foregoing, City agrees to close on a date earlier than that specified above upon Buyer's request at least 10 days prior to Closing. At the Closing:"

6. Buyer and Seller further agree that any deadlines in the Agreement that are set to occur at the expiration of, or a specified number of days after, the Due Diligence Period shall continue to occur at the expiration of, or after the Due Diligence Period, as applicable and shall be calculated based upon the expiration date of the Due Diligence Period as amended hereby.

7. Except as specifically amended hereby and by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment, the Agreement shall remain in full force and effect and the parties hereto ratify the terms and conditions of the Agreement, as amended.

IN WITNESS WHEREOF, this Eighth Amendment has been executed and delivered as of the day and year first above written.

CITY OF PORTLAND



WITNESS



Jon P. Jennings
Its City Manager

Approved as to Form:



Corporation Counsel's Office

Signature page for Tom Watson & Co., LLC follows.


WITNESS

TOM WATSON & CO., LLC


Printed Name: Thomas E. Watson
Its Manager

Executive Summary

52 Hanover, LLC in partnership with Port Property Management and Tom Watson & Company (the “Sponsors”), propose to redevelop the property located at 52 Hanover Street, previously owned by the City of Portland. We are looking to create a new multipurpose building including four (4) 2,000 SF commercial retail spaces and one hundred and seventy-one (171) apartment units. Included in the 171 units would be seventeen (17) or 10% workforce rental units restricted at or below 100% of the Area Median Income (AMI) level and regulated under the City of Portland’s Inclusionary Zoning. The remaining one hundred and fifty-four (154) or 90% will be traditional market rate rental units.

The Sponsors’ goal for the project and new development is to create a truly unique mixed-use rental property in the City of Portland that provides a significant increase in the number of available rental units. In addition, this project continues the momentum and builds on the goals of redeveloping the Bayside neighborhood into an improved, vibrant environment for Portland citizens.



Financial Plan

The Sponsors will raise \$10 million in private investment funds along with an additional \$40 million in bank financing through the Department of Housing and Urban Development.

Public Benefits

Our mixed-use concept will provide a number of public benefits.

The Portland City Council cited housing as the #1 goal in their 2020 Goal Setting Summary.

“#1. Increase access to rental and home ownership that is safe, affordable, and accessible.”

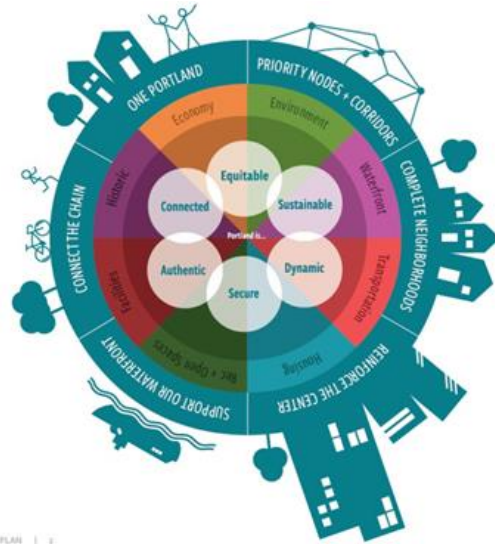
Public Benefits (con't)

Portland's Comprehensive Plan has many policy statements that support exactly this type of development. Specifically, the Plan calls for City action to produce housing and "Reinforce the Center".

Two specific goals apply:

"Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents."

Encourage additional contextually appropriate housing density in and approximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods."



More specific to the Bayside neighborhood, the 2000 "New Vision for Bayside" called for additional density and housing in West Bayside:

"The Bayside Plan will fill in, extend and enhance the existing residential fabric with a substantial amount of new housing units."

The following themes illustrate how this project is positioned to achieve community objectives and goals.

- **First major residential housing project since 2017**

The City has set a goal of constructing 256 new rental units per year. There are very few residential market rate and/or workforce apartment buildings being built in the City of Portland due to the high costs of construction. The last large apartment building project built in the City of Portland – the Hiawatha – was completed over three years ago. There are currently over 13,000 market rate rental apartments in the City of Portland, with a vacancy rate of an estimated 2%. In order to create market equilibrium, where tenants and landlords equally share in negotiating rates, the City of Portland would need its vacancy rate to reach 6% (per historic standard). To make that happen today, an additional 540 apartments would need to be built. This project is a huge step towards that equilibrium.

Public Benefits (con't)

- ***Wide-ranging mix of new apartments including 17 affordable units***

The property will have broad appeal to tenants of various demographic and economic backgrounds. It will contain a diverse mix of apartment sizes and styles ranging from 400 square foot micro-units to 1,400 square foot townhouses. Thirty-seven (37) studios, ninety-seven (97) one-bedrooms and thirty-six (36) two-bedrooms are included in the plan. In addition to the rental units, we will be creating two (2) levels of parking with one hundred and sixty-six (166) parking spaces.

The project will provide much-needed affordable housing in the City of Portland with its broad range of unit types and the corresponding variation in rental prices. Additionally, by adding 17 new workforce rental units this project adheres to the intent of the Inclusionary Zoning Ordinance– which was to add units, not fees in lieu. It will also be the single largest aggregation of workforce units within a market rate project in history of the City of Portland.

- ***Development of a residential presence in a commercial-heavy neighborhood***

The Property currently sits as a large, vacant steel framed warehouse with significant updates needing to be made. The neighborhood consists of various small businesses and larger companies including Bayside Bowl and the United States Post Office.

Housing creates a 24/7 presence in the neighborhood.

The proposed new building will create a unique residential opportunity in this neighborhood, create a vibrant community in West Bayside, and serve as a catalyst for change in the neighborhood from primarily commercial tenants to residential living. Additionally, we anticipate a number of the 52 Hanover courtyard commercial tenants to be daytime venues (ex. Coffee shop, café, lunch spot).

- ***Development of a new “destination” in Portland with the creation of new courtyard***

This project will create a welcoming and new courtyard space in the Bayside community between 82 Hanover and 52 Hanover. Currently 82 Hanover is 100% leased with 3 pub/eateries located on “Lancaster Court”, each with substantial outdoor patio space abutting a 10’ wide bike/ped running from Hanover to Parris Street. The shops at 52 Hanover will have similar sized patio spaces running from the building façade to the bike/ped path creating a vibrant walkable courtyard.

The new commercial spaces, along with their outdoor patios, will create an inviting and exciting open community space which will spur an essential dynamic shift in the neighborhood.

Public Benefits (con't)

- ***Design for future density***

This is a unique location in the City of Portland to develop density and increase housing. The site is 1.3 acres and is located within the Bayside Height Overlay District, allowing for increased density. In terms of accessibility, the property's location lends itself to reducing downtown traffic. Those living in this neighborhood can easily walk, bike and car share to downtown Portland for work or leisure. The property is also ideal given its proximity to 295 Northbound and Southbound.

- ***Road map of successful public/private partnership as a model for future housing development***

This project has a strong history of partnership between the private Sponsors and the City of Portland.

- The property was sold by the City of Portland in a public bidding process to the Sponsors for their winning bid
- The City of Portland received over \$1.2 million in market rate proceeds from the Sponsors.
- The property was leased back to the City of Portland's DPW until its Canco Road facility was finished.
- The Sponsors extended the lease for an additional two months at no cost to the City in order for the Portland Fire Department to host their new-recruit physical ability testing.
- The Sponsors have devoted substantial financial resources towards the environmental clean-up of the contaminated site. Completed activities include the removal of underground gas tanks and above ground pump stations.

Next Steps

The 52 Hanover Street project represents an opportunity to take a creative and collaborative approach to a challenge we all acknowledge – housing availability.

This site is an ideal location to bring a large volume of apartments to the rental market in an expedited time frame. Excluding the renter household incomes of those in Portland already receiving housing assistance, the median renter household income is \$57,022 to \$61,000– often referred to as “the missing middle”. The new units being proposed for 52 Hanover would serve this population. Increasing the volume of apartments in this segment of the market will have countless positive impacts including more choice for tenants and more incentives for landlords to improve the quality of their properties and services. We look forward to working with the City of Portland to continue our partnership and leverage this opportunity, and our experience, to create housing for Portland's renters.

APPENDIX A - 52 Hanover: Continuing the Evolution of West Bayside



Century Tire Plaza	—	Bayside Bowl	—
Kennebec Street	—	65 Hanover	—
Fork Food Lab	—	Schlotterbeck & Foss	—
55 Parris	—	195 Lancaster	—
82 Hanover	—	52 Hanover	★

In large part because of the City of Portland’s efforts to capitalize on Bayside as an area of potential growth, including the sale of City-owned property, the Bayside neighborhood has seen significant improvements in many of its area buildings. For example:

- Schlotterbeck & Foss – This property was converted from a food production plant to 56 residential units.
- 195 Lancaster Street – A vacant, unused brick building will now be the home of Two Fat Cats bakery.
- Bayside Bowl – Previously a city works building has become a vibrant and busy bowling center and restaurant.
- Century Tire Plaza – A former auto repair show has now become home to several small business including Orange Theory and Chipotle.
- 82 Hanover – Another city works building that is fully leased to 12 commercial tenants including restaurants, breweries and office users.
- 55 Parris – A vacant parking lot is now 23 owner occupied condominiums.
- Kennebec Street – Another dirt parking lot currently being converted into 55+ housing.
- 65 Hanover – A public works building converted into shared office space and event space.
- Fork Food Labs – A vacant brick building that was made into a shared kitchen space.

APPENDIX B – Sponsor Information

Managers & Key Principals

Tom Watson is the Key Principal and Manager of 52 Hanover, LLC. and co-owner of Port Property Management.

Port Property Management

Port Property Management will manage the new development at 52 Hanover Street. Port Property is the market leader in multifamily property management. Founded in 1993, PPM is the largest market rate residential landlord in Portland and South Portland with over 1,450 apartments, 30 retail storefronts and two office buildings. For over two decades the PPM staff has engrossed itself in studying market opportunities and tenant benefits, understanding and defining unit features, finishes and building amenities that appeal to the Portland demographic.

Port Property has a long and successful history of redeveloping properties including two within Bayside, 82 Hanover Street (12 commercial/retail spaces) and 117 Preble Street (56 apartments). Its success is due to its horizontal structure. Since its founding, the company has woven together the acquisition and development team, the property management group and the construction group on every project. All have an active seat at the table during the feasibility stage, due diligence period, closing and program implementations phase. The distinct perspective and workload of each team is vital in each project.

Our Approach

Port Property Management has been part of the Portland community for over 26 years. Our goal is to purchase and develop properties in the city of Portland that are safe and well maintained, with a strong focus on quality units and exceptional management for the benefit of our tenants. Additionally, our goal is to manage and own properties for the long term. Many of the employees at Port Property Management live and work in Portland. The Port Property Management offices are located at 82 Hanover Street.



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

TO: Councilor Costa, Chair
Members of the Economic Development Committee

FROM: Mary Davis, Division Director
Victoria Volent, Housing Program Manager
Housing and Community Development Division

DATE: July 17, 2020

SUBJECT: Public Hearing and Vote on Selection of Developer Proposals to Construct Affordable Housing Projects on the Following City-owned Property: 21 Randall Street, 43 & 91 Douglass Street, and 165 Lambert Street

Introduction

A public hearing is scheduled for the July 21, 2020 Economic Development Committee meeting to discuss and vote to authorize staff to begin negotiations on the selection of proposals to construct affordable housing on City-owned property located at 21 Randall Street, 43 & 91 Douglass Street and 165 Lambert Street.

On November 13, 2019, the Housing Committee voted to recommend to the City Council the disposition of City-owned property located at 21 Randall Street, 165 Lambert Street, and 43 & 91 Douglass Street. On December 16, 2019, the City Council authorized staff to move forward with the disposition of these properties and requested staff to investigate options to maximize housing development potential and recommend preferred disposition approaches, working with the Economic Development and Housing Committees (Resolve 10-19/20). At a joint Economic Development and Housing Committee meeting held on March 4, committee members passed motions authorizing staff to issue RFPs for the three properties. The RFPs were issued on April 7 with an opening date of June 16. This memo highlights the key points from each RFP as it applies to the three City-owned properties.

A public notice was sent to abutters within 500 feet of each property on Monday July 6. The notice included a reference to both this Housing Committee meeting on July 8 and the Economic Development Committee meeting on July 21.

The Housing Committee reviewed the proposals at their July 8th meeting. Each developer was given an opportunity to present their proposed project. Time was allotted to allow committee members to ask questions. Public comment was taken. The Housing Committee did not take a formal vote on any of the proposals, however, committee members did express a preference for the proposals that included alternative housing models, i.e. community land trust and cooperative housing.

21 Randall Street

Two proposals were received for the disposition and development of 21 Randall Street. A review of the proposals by Ducas Construction Inc. and the Greater Portland Community Land Trust follow. A copy of each proposal is attached.

Review Team Scoring Matrix

RFP #20066 21 Randall Street

Selection Criteria/Maximum	Ducas	GPCLT
Proposed Use of Funds	30.0	27.0
Impact on Surrounding	22.0	22.0
Applicant's Ability to Complete	28.8	27.4
TOTALS	80.8	76.4

- **Ducas Construction Inc.** is requesting a contract zone change to allow for density and use of space requirements as set forth in the R6 Zone. The proposal is for a 3 story 12 unit building providing five (5) one-bedroom, (5) two-bedroom, and (2) three-bedroom units. All of the units would be reserved for families whose income is 60% AMI. All four of the first floor units would be designed and built to ADA or Type-A standards. There would be shared access laundry on the first floor. The site would provide twelve dedicated parking sites, bicycle racks, and a pocket park.

The project would request supplemental funding in the form of; low income housing tax credits (LIHTC), Brownfield Closeout Funds and, local Housing Trust Funds. The amount of the funding requests was not provided.

Volunteers of America and Avesta Housing have expressed an interest in being the occupant and manager of the building at completion.

The development schedule is based around the issuance of a Tax Credit Award by MaineHousing. Construction is expected to begin in June 2021 and be completed by May 2022. The total development budget is approximately \$3.2 million. Financial proforma includes a \$7,500 purchase price for the city-owned property.

- **Greater Portland Community Land Trust** is requesting conditional rezoning to allow for density and use of space requirements as set forth in the R6 Zone. GPCLT has submitted two proposals. The first proposal (aka Back Cove Row Houses) is for seven 2½-story row houses providing seven (7) three-bedroom units. The second proposal (aka Back Cove Flats) is for thirteen one-level homes with five (5) one-bedroom units and eight (8) three-bedroom units within a 3-story building. Using the Community Land Trust model, homeowners would enter into a long-term ground lease with GPCLT who would retain ownership of the land. The ground lease contains a deed restriction which would limit the price of the unit when resold, preserving the affordability of the dwelling in perpetuity. Each unit would be individually owned (with a fee simple title) within a homeowner association. GPCLT plans to sell the units to households earning up to 120% AMI level. The project would meet ADA guidelines. Each unit would provide washer/dryer hook-ups. The site would provide seven dedicated parking sites, bike

389 Congress Street Room 312 • Portland, Maine 04101

207- 874- 8711 mpd@portlandmaine.gov • www.portlandmaine.gov

storage, shared communal green space, and gardens.

Proposed project 1 (Back Cove Row Houses: 7 three-bedroom units) would request supplemental funding in the form of; MaineHousing Community Solutions Grant (\$100,000), Brownfield Closeout Funds, other grant or subsidy loan (\$564,000) and, Housing Trust Fund (\$88,000 to be returned to the City in twelve to fourteen months). Proposed project 2 (Back Cove Flats: 13 one-level homes) would request supplemental funding in the form of; MaineHousing Community Solutions Grant (\$100,000), Brownfield Closeout Funds and, Housing Trust Funds (\$400,000 to be returned to the City in twelve to fourteen months).

GPCLT, with assistance from Coastal Enterprise Inc.'s Home Buyer Education Program, would play an active role in helping lower income buyers qualify for mortgage financing and would help negotiate with lenders to see that appropriate mortgage financing is available to these homebuyers. GPCLT would also provide a variety of training and support services (such as financial management, HOA governance, and basic maintenance) to households once they have become homeowners.

Construction is expected to commence no later than March 1, 2021 and be completed by late 4Q 2021. The total development budget for proposal 1 (Back Cove Row Houses) is approximately \$2.3 million, and \$3.4 million for proposal 2 (Back Cove Flats). The Greater Portland Community Land Trust (GPCLT) is proposing the City of Portland transfer ownership of the Randall Street property to GPCLT at a minimal cost of \$1.00. As a 501(c)(3) GPCLT does not expect to pay taxes on the land, however, the individual units will be taxed at an assessed value that takes into consideration the deed restriction placed on each unit.

43 & 91 Douglass Street

Two proposals were received for the disposition and development of 43 & 91 Douglass Street. A review of the proposals by Jack Soley, Hebert Development and Avesta Housing, and The Szanton Company follow. A copy of each proposal is attached.

Review Team Scoring Matrix

RFP #20067 43 & 91 Douglass Street

Selection Criteria/Maximum Value	Soley, Hebert, Avesta	Szanton/Maine Cooperative
Proposed Use of Funds	34.0	35.0
Impact on Surroundings	24.0	21.6
Applicants Ability to Complete	31.0	29.4
TOTALS	89.0	86

- **Douglass Yards:** Jack Soley, Hebert Development, and Avesta Housing are requesting a contract zone or zone change to allow for density and use of space requirements as set forth in the R-5A Zone. The proposal is for a 40-unit rental building, a 30-unit condominium building, and the potential development of 10 single-family homes. The rental and condo structures will be 3-story, elevator buildings. A matrix that details unit bedroom type and affordability targets is attached. The potential 10 single-

family homes would include garages and 450sf of accessory dwelling units for additional housing options. The homes would be sold at market rate. The campus site would provide a community room for use by residents, local community groups or organizations. The site would contain 50 dedicated parking sites, 16 on-street parking sites, bike storage, community garden, and a patio.

Avesta Housing HomeOwnership Center would provide homebuyer classes and free credit, financial, and budgeting capabilities counseling to individuals and/or families.

The 40-unit rental building would request supplemental funding in the form of low-income housing tax credits (LIHTC) from MaineHousing, and an Affordable Housing Tax Increment Financing (AHTIF) from the City. The cost of environmental remediation was not noted as requiring subsidy funding.

The 30-unit condominium building and 10 single-family homes are not subject to the timeframes of federal financing. Therefore, it is expected that construction could begin during the summer of 2021. The condominiums would be ready for occupancy in the summer of 2022. The 40-unit rental building would use MaineHousing financing which is cyclical in nature; financing would be secured within approximately one year of selection. Construction would then start approximately nine to twelve months from the date financing is secured, anticipated during summer/fall of 2022. The building would be ready for occupancy in spring of 2024.

The 30-unit condo development budget is approximately \$6.9 million. The 40-unit rental building development budget is approximately \$11 million. The 10 single-family homes with accessory dwelling units has a development budget of approximately \$5 million. The financial proforma includes a purchase price for the city-owned property of \$575,000.

Upon acquisition, either the land would be subdivided, or a land condominium would be formed. The campus would include two or three land units ("Land Unit X") based on the development proposal selected by the City. Land Unit 1 would be owned by Avesta Housing for the purposes of developing a 40-unit affordable rental property. Land Unit 2 and Land Unit 3 would be owned by Jack Soley and Tim Hebert / Hebert Construction. The land associated with Unit 2 would be for purpose of the development of a 30-unit condominium, and Land Unit 3 will be retained for the potential development of single-family homes.

- **Douglass Commons: The Szanton Company and Maine Cooperative Development Partners** are requesting a zone change to allow for density and use of space requirements as set forth in the R-6 Zone. The proposal is for a 4-story 56 unit apartment building and 52 Limited Equity Ownership homes (i.e. Co-op) in three 3-story buildings with 12 units each and four 2-story buildings with 4 units each. A matrix detailing bedroom types and affordability targets is attached. Affordability restrictions on Limited Equity Co-op units would be permanent, and for the apartments, the longest period allowed by law, secured by covenants. The Co-op buildings would contain community rooms. The apartments would have a fitness room, community room, bike storage room, and an on-site resident services coordinator and property manager. The site would contain 81 dedicated parking sites with a covered parking/bike parking structure, a community garden, and potential food forest and EV charge station.

Cooperative Development Institute would manage the Co-op, help cultivate community

cohesion, and would ensure implementation of the permanent affordability provisions. The Co-op ownership structure is a Limited Equity Cooperative as defined in Maine State Law, meaning that residents rent from an entity that they co-own. This type of cooperative is democratically owned and operated similar to a condo structure, but allows for a wider range of income affordability, as residents do not have to qualify for a mortgage. Resident-owners pay a share price similar to a small down payment, then have a monthly payment similar to rent or mortgage. The Co-op itself holds the mortgage for the property, and over time, the homes become more affordable as expenses increase only with actual expenses - there is no profit motive. New residents must meet income requirements, and monthly costs must not exceed 30% of the Area Median Income (AMI) income bands. These rules continue in perpetuity. The apartments would be managed by Saco Falls Management.

The 56-unit rental building would request supplemental funding in the form of low-income housing tax credits (LIHTC) from MaineHousing, and an Affordable Housing Tax Increment Financing (AHTIF) from the City. The 52-Co-op units would request supplemental funding in the form of an Affordable Housing Tax Increment Financing (AHTIF) from the City, Housing Trust Funds (\$400,000), MaineHousing Community Solutions Grant (\$400,000), and GPCOG and EPA Brownfield Funds (up to \$750,000, if needed).

The 56-unit rental building would use MaineHousing financing which is cyclical in nature; financing would be secured within approximately one year of selection. Construction would then start during the summer of 2022. The building would be ready for occupancy in spring of 2023. The Co-op development would begin construction during the summer of 2022, and be ready for occupancy in summer 2023.

The apartment development budget is approximately \$14.1 million. The Co-op development budget is approximately \$15.7 million. The financial proforma includes a purchase price of \$475,000 for the city-owned property.

165 Lambert Street

Maine Cooperative Development Partners is requesting a contract zone (or a judgment by the planning board that the co-operative structure would classify the homes as Multifamily under the Zoning Ordinance). Alternatively, the project should also work as an R-3 or R-5 PRUD (which would require a form-factor change of some or all homes from single-family style to duplex style). The proposal, a copy of which is attached, is broken into two phases. Phase 1 is for 20 single family homes. Phase 2 is for 26 single-family homes. Each home would be 1,250 sf and would contain three bedrooms and two baths. One hundred percent of the homes (phase 1 and phase 2) would be permanently affordable to households earning at or up to 100% AMI. The project would be structured as a limited-equity housing co-operative (“Co-op”) under the Maine Cooperative Affordable Housing Act (13 M.R.S. §§ 1741, et seq.) which is specifically designed to create permanently affordable housing.

The site design offers access to existing trails by creating green space and pathways connecting transit, trails, and sidewalks while also preserving the existing wetlands and open space for wildlife. The site also offers the potential to create community center resources for the neighboring community if the Co-op and the City can agree on an appropriate partnership.

The Cooperative Development Institute (CDI) would be responsible for the creation of the

cooperative ownership and management structure and ensure implementation of the permanent affordability provisions. Andy Reicher, executive director of UHAB, which manages 25,000 units of limited equity cooperative housing in New York City, would be a consultant to CDI to set up a structure to train future residents in managing their buildings, and using lessons learned and management fees to seed future cooperative ownership projects. The project would be a limited equity cooperative, meaning that residents rent from an entity of which they are an owner. This type of cooperative is democratically owned and operated similar to a condo structure, but allows for a wider range of income affordability, as the share price is low and residents do not have to qualify for a mortgage. The construction loan becomes a long-term loan paid by the association. Resident-owners pay an up-front share price similar to a down payment, then have a monthly payment similar to rent or a mortgage based on the actual operating costs of the property. New residents must meet the income requirements, and monthly carrying costs must not exceed 30% of the income bands based on Area Median Income (AMI). These rules continue in perpetuity.

Phase 1 (20 single-family homes) would request supplemental funding in the form of an Affordable Housing Tax Increment Financing (AHTIF) from the City, local Housing Trust Funds (\$200,000) and, a MaineHousing Community Solutions Grant (\$200,000). Phase 2 financing was not provided. Construction for phase 1 would start during the summer of 2022. Homes would be ready for occupancy in fall of 2022. The phase 2 construction start date was not provided.

The phase 1 development budget is approximately \$7.4 million. The phase 2 development budget was not provided. The financial proforma includes a purchase price of \$0.00 for the city-owned property.

With only one proposal received for this project, the review team did not score the proposal.

Attachments:

Ducas Construction Proposal (21 Randall Street)

Greater Portland Community Land Trust Proposal (21 Randall Street)

Soley, Hebert Development and Avesta Housing Proposal (43 & 91 Douglass Street)

The Szanton Company/Maine Cooperative Development Partners Proposal (43 & 91 Douglass St.)

Maine Cooperative Development Partners (165 Lambert Street)

Matrix of RFPs

RFP for Disposition and Development

Of City-Owned Property

Located at 21 Randall Street

RFP #20066



Ducas Construction Inc.

Federal Id # 47-3807804

Duns No: 113220587

Addendum's 1-4 have been received.

Concept Design

The property is located at 21 Randall Street in the East Deering neighborhood of Portland Maine. It is an L shaped lot with an existing easement on it from the Portland Water District, and building size restrictions imposed by the R5 Zone. In order to provide a building of reasonable dimension, unit count and amenities we are requesting a “Contract Zone” change to allow for density and use of space requirements as set forth in the R6.

In response to the RFP issued for affordable housing on the lot at 21 Randall Street we are proposing to build a 3 story 12 unit building providing a mix of 1 BR, 2 BR and 3 BR units. All of the units will be reserved for families whose income is between 60-120% of AMI. The building we have designed can accommodate families just starting out to families in their golden years. With ample space in each unit and each floor offering a variety of unit sizes this building offers maximum versatility in its response to the public need. All four of the first floor units will be designed and built to ADA standards allowing for any one or all of the 1st floor units available to families with disabilities.

As designed we are offering a mix of unit sizes with (5) 1 bedroom units, (5) 2 bedroom units, and (2) 3 bedroom units. The building will be served by a single egress stair centrally located that provides access to both the front of the building along Illsley and the rear of the building parking lot. There will be a shared access laundry facility within the building on the 1st floor. The site affords the development with enough parking spaces for a 1:1 ratio, allowing each unit to have a dedicated parking space, a luxury not always available for infill developments. Unit interiors have been designed to provide the best features of open concept living with galley kitchen open to the dining and living spaces. The unit interiors will be provided with contemporary finishes selected as much for aesthetics as performance. Units will be provided with Luxury Vinyl Plank floors, and energy star rated appliances. These layouts and interior finish selections provide a variety of configurations within each unit allowing the individual tenants to decorate and accent through furniture and finishes of their choosing.

The site plan we have provided has offers several benefits to the occupants of the building and neighborhood. These included an onsite pocket park, dedicated parking for every unit, bicycle racks, and a conscientious landscaping package offering the beauty of a landscaped site with low maintenance and drought tolerant plant selections. In addition we have maintained the Portland Water easement access by using that land as the driveway. The parking lot as been designed in the rear of the building to conceal it from view and provide an added level of security to the owners of the vehicles.

The building's size and shape is consistent with those common in the neighborhood. The building will be designed as a rectangle; however the elevations will be provided with setbacks allowing for a graceful transition of siding types. As you will see from the locus map and images of nearby buildings – our proposed building will be of similar design and proportion common in the neighborhood.

The site is well situated for family housing as an urban infill development. Located near Back Bay, Payson Park, The Presumpscott Elementary School, and walking distance to downtown via the back cove trail it offers several conveniences within a few minutes' walk.

There is a bus stop no more than a 5 minute walk from the front door, allowing easy access to the public transport network.

In summary the benefits and features of the building we are presenting are as follows:

- (12) Income restricted units from 60 – 120% AMI.
- (4) Ground floor units that are ADA compliant and accommodate single story living for seniors who struggle with stairs.
- Units that are open to all levels of income, even those below 60% AMI should the individuals prove their ability to pay the rent.
- A balanced distribution of unit offering between 1 bedroom units and 3 bedroom units designed to allow for open living space and multiple configurations.
- Onsite parking concealed behind the building and out of the public eye line.

- An onsite pocket park.
- Low maintenance and drought tolerant landscaping.

Team

Ducas Construction Inc is the development team proposing the project.

Ducas Construction Inc. (DC) is a southern Maine based Construction Manager & Developer that develops builds within all sectors of the commercial market in Maine and southern New England. Led by Patrick Ducas, the DC Team is staffed with an acquisition & development coordinator, project managers, construction estimator, and field team that execute complicated and multi-faceted projects on time and within budget. With significant experience in the multi-family housing market, DC has the knowledge base and experience to oversee the development, tax credit and syndication, design, procurement and construction of this project from concept to completion.

DC's has a proven track record of successfully steering projects through the planning board process for re-zoning and sub division approval.

DC has also been a team member on projects that have used LIHTC as a source of funding and has been a key contributor to the success of those projects. For this project our alliance with the end user will make this project a very strong candidate and likely recipient for the award of tax credits.

A few representative projects are:

- 415 Cumberland Ave – The re-development of a 15,000 GSF commercial office building into 10 market rate apartments. Ducas Construction acquired and managed the re-zoning and sub division approval process before selling the permitted building off. Ducas Construction performed the construction for the new owner 415 CA LLC.
- 175 West Elm Street – The purchase of a defunct 2 unit complex in Yarmouth ME. Patrick Ducas dealt with Yarmouth in the re-zoning and “contract zone amendment” to allow for the property to remain a multi-family project despite its lot size not meeting current zoning standards. Significant improvements were made to the building exterior, systems and unit interiors to create market rate rental units.
- DC At The Downs – Ducas Construction acquired the land, and has taken the project through planning board approval for the construction of a new multi-tenant flexible office/industrial space within the Innovation District of The Downs in Scarborough.

Acorn Engineering, Inc. is a Portland-based civil and environmental engineering firm of nine full-time employees and four construction inspectors. Acorn's team has a diverse portfolio providing Maine with quality engineering and environmental services as well as state-wide construction administration on behalf of the Maine Department of Transportation.

A cornerstone of Acorn Engineering is the attention to quality and exceptional level of service on every project, regardless of size. Our engineers and scientists pride themselves on their extensive experience, which is backed by a broad knowledge of civil and environmental engineering practices from smaller residential projects to larger commercial projects that integrate environmental assessment and site redevelopment.

Acorn Engineering has demonstrated the ability to breakdown and synthesize widely disseminated regulations into accepted engineering practices and practical site assessment and development. As a result of Acorn's efforts, the Cumberland County Soil & Water Conservation District recently recognized Acorn as the Contractor of the Year. This was the first award associated with the nationally recognized Long Creek Restoration Project and the first time the Cumberland County Soil & Water Conservation District ever recognized an engineering firm as their Contractor of the Year.

Acorn's expertise covers the areas of: civil/site design, evaluation, development, and permitting; and construction phase services such as construction administration, construction documents, project bidding, and site inspection including erosion and sedimentation control. Acorn's experience also includes the field of environmental engineering and compliance such as: Phase I and Phase II environmental site assessments, soil and groundwater remediation planning and design; Maine's Voluntary Response Action Program (VRAP); and stormwater treatment system design and permitting.

Acorn's engineers have designed, permitted, and overseen construction on numerous single-family and multifamily residential projects including traditional subdivision designs featuring on-site sewage/septic disposal and drilled wells. Furthermore, Acorn has demonstrated extensive experience and capabilities with municipalities, the Maine Department of Transportation (MDOT), Maine Department of Environmental Protection (MDEP), soil & water conservation districts, conservation commissions, municipalities, and the private sector on environmental and site development projects as demonstrated by the following:

- Listed on Maine DEP's Pre-Qualified Vendor List for Environmental Consulting Services
- Listed on Maine DOT's Pre-Qualified Consultants for eight service areas (listed under Section I.D)
- Cumberland County Soil & Water Conservation District Contractor of the Year for work on the Long Creek Restoration Project

- **Public Works Redevelopment – Meeting House Hill**

Over the past two years, Acorn Engineering has worked in close association with the City of South Portland, neighbors, and private clients on the redevelopment of the former Public Works facility. The 6-acre site is nestled in the middle of the Meeting House Hill residential neighborhood and is currently



a mix of storage buildings, fuel fill stations, miscellaneous stockpiles, and pavement. The site will be redeveloped into a mix of multifamily townhomes and single-family dwellings comprising 38 units along with a public park and community gardens.

In addition to the environmental remediation, Voluntary Response Action Program (VRAP), and other environmental considerations given the previous land use, the project is subject to a Maine DEP stormwater management law. The redevelopment design results in a reduction in impervious area of over 50% and reduces land use intensity across the site. Though not required, several stormwater BMP's have been implemented into the site as a best practice, further attenuating and treating stormwater runoff. In addition to the significant redevelopment plan, Acorn has designed an infrastructure plan to separate the storm and sewer mains. This will include installing 400 feet of new storm drain along the existing O'Neil Street right-of-way and 700 feet of new storm drain along the proposed O'Neil Street right-of-way extension. Overall, this effort will reduce the effects of combined sewer overflows (CSO) into Casco Bay which occur due to wet-weather events and the wastewater treatment plant's inability to provide capacity for both storm and sanitary sewer flows.

As part of this project, Acorn held a multitude of meetings with the City including the assistant City manager, the former Mayor, the entire planning division, and the chief engineer of Public Works. Furthermore, Acorn has collaborated with department heads of the Fire, Parks, Public Works, and Water Resource departments to ensure a feasible and ideal project for all parties. As a result, the process was truly a collaborative effort with a number of stakeholders weighing in on the design.

- **Munjoy Heights**

Acorn provided civil/site engineering and permitting for the design of Munjoy Heights – a six townhome, 29-unit development on the steep slopes of Munjoy Hill in the City of Portland. Acorn designed and developed construction drawings for the sanitary sewers, storm drains, water mains, driveways and pedestrian circulation, retaining wall locations, building locations, and drainage infrastructure to be built in compliance with City standards.



A key component to the project was coordinating with the City on the future combined sewer separation project and the site's overall stormwater management. Additionally, discussions with neighbors and stakeholders were paramount in the project's success.

The innovative urban infill project compliments the Munjoy Hill neighborhood with a communal design and plentiful native landscaping that replaced invasive species which previously dominated the eroding banks prior to the development. The \$22 million project features a courtyard, terraced landscaping, a Portland Trails-maintained path that connects the redevelopment to the existing trail system, and low impact development (LID) techniques that meet MDEP Chapter 500 regulations. The stormwater management includes an underdrained sand filter and chambers that detain and treat stormwater on site in tandem with strategically placed rain gardens.

The project required extensive coordination and collaboration between the client, City of Portland, Portland Trails, the structural engineer, the architect, and the contractor to successfully complete the project with the first “woonerf” in the state and maintaining the existing public walking path through the property.

- **200 Valley St**

Working with Avesta Housing, Acorn Engineering provided civil engineering and permitting for Avesta's 60-unit project in the St. John Valley neighborhood. This urban infill project replaces the existing single-family house and abutting vacant lots into new affordable housing opportunities with two levels of covered parking, amenities, and a rebuilt project frontage with new sidewalks, street trees, and bicycle hitches.



As part of the project, Acorn developed a transportation and parking analysis to ensure that the provided parking will adequately serve the redevelopment. Furthermore, the design team identified and implemented multiple strategies to encourage residents to efficiently utilize the many modes of transportation available on the Portland peninsula.

- **Little Dolphin Drive & Jocelyn Place**

In collaboration with the South Portland Housing Authority and Risbara Holdings, Acorn provided civil engineering design and permitting of a multi-use subdivision at the end of Little Dolphin Drive in Scarborough. Proposed uses include a two-story office building and a three-story 60-unit senior housing facility with associated parking and landscaped areas.



In addition to a voluntary neighborhood meeting, the project went through a 3-step master plan phase with the Town of Scarborough in which the project was collaborated on with Planning Staff, the Planning Board, and neighbors.

The project is subject to Maine DEP and US Army Corps permits. To adequately treat stormwater on the site, Acorn has designed multiple stormwater BMPs meeting Maine DEP Chapter 500 regulations resulting in a low impact design.

- **89 Anderson Street**

In collaboration with Redfern properties and the East Bayside neighborhood, Acorn developed the civil/site engineering design of a mixed use 53-unit redevelopment of an existing under-utilized, urban infill lot in the East Bayside neighborhood. Acorn's scope of services included in the initial phase applying for and obtaining a zone change and



conducting Phase I and Phase II Environmental Site Assessments to evaluate potential environmental contamination at the site.

After conducting the environmental remediation efforts, Acorn developed the site layout and design of sanitary sewers, storm drains, water mains, site driveway, retaining wall locations, building locations, parking lot design, building drainage structures, utility connections and landscaping plan (with a landscape architecture subconsultant) to meet the City of Portland Technical Standards. Acorn also integrated sidewalk and improvements associated with the project into the City's Anderson Street ByWay project. Furthermore, the project team worked with a non-profit organization, the Telling Room, to provide public art along the Fox Street streetscape in lieu of traditional fencing.

Overall, the project established an important mixed use building on a prominent corner lot adjacent to Kennedy Park which contains popular recreation space. The building houses a restaurant and the Gear Hub bicycle school on the first floor with residential apartments above which encourages an active street presence with housing, goods, and services that help tie the neighborhood together and keep eyes on the street.

RYAN SENATORE ARCHITECTURE

Information and Qualifications



Ryan Senatore **Architecture** is a full service architectural firm providing clients with design services for a broad range of project types, including: new construction, additions, renovations and adaptive re-use of existing structures.

RSA's broad project experience includes; Multi-family residential, Single family residential, Commercial Interiors, Industrial Warehouse, Restaurant, Office Fit-up, Retail and Municipal Facilities.

RSA is an architectural firm that believes a collaborative approach that fosters a team environment is imperative to a project's success. Every person involved in the project is part of the team and every member adds value to the project. RSA's goal is to deliver projects that respect the natural environment, create vibrant, healthy spaces, are within budget, on schedule, and exceed client expectations.



RYAN SENATORE, AIA, LEED AP

Registered Architect, State of Maine and the Commonwealth of Virginia
LEED Accredited Professional
American Institute of Architects, Member
Maine Affordable Housing Coalition, Member
USGBC Communications Committee, Past Member

EDUCATION

Roger Williams University, Bristol RI Bachelor of Architecture
John Cabot University, Rome, Italy

EXPERIENCE

RYAN SENATORE ARCHITECTURE

Founded 2012

667 CONGRESS STREET Portland, Maine
Mixed-Use urban infill with retail and 139 apartment units

BAYSIDE BOWL ADDITION Portland, Maine
Bowling facility with mezzanine and roof top deck

WEST END PLACE Portland, Maine
Mixed-Use urban infill with retail and 39 apartment units

YARMOUTH PUBLIC SERVICES MAINTENANCE FACILITY Yarmouth, Maine
New construction addition and renovations to the town of Yarmouth's Public Services Facility, including a phased planning for future expansion

MUNJOY HEIGHTS Portland, Maine
29 Unit Luxury residential condominium development located on Munjoy Hill

ARUNDEL TOWN HALL Arundel, Maine
New Town Hall for the Town of Arundel, currently in the Design Development Phase

PORTLAND HUNT AND ALPINE CLUB Portland, Maine
Interior fit-up of a club with bar and restaurant

TFH ARCHITECTS Portland, Maine

2002 - 2012

INVERNESS MEDICAL WAREHOUSE EXPANSION Scarborough, Maine
22,000 square foot warehouse addition and interior renovations

SPA TECH INSTITUTE Westbrook, Maine
Tenant fit-up for a school of Cosmetology and Massage, including classrooms, Clinic and office space

AWARDS

MSHA - Mainstream Green Home Design Contest 2nd Place
Bernard Spring Independent Project Award
AIA, Henry Adams Certificate of Merit

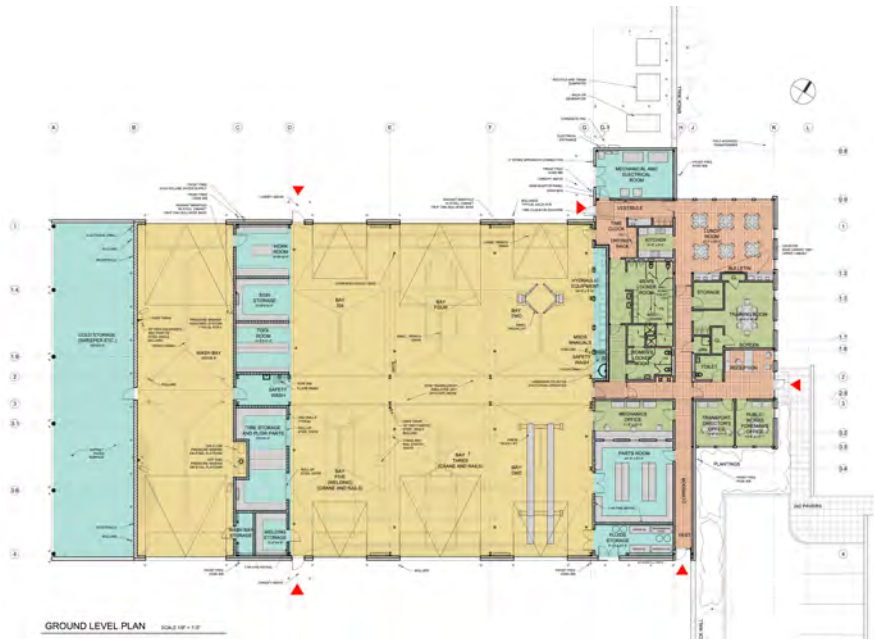
TEACHING EXPERIENCE

Governors Energy Efficiency Summit, Presentation 'Efficiency by Design'



WEST END PLACE

The proposed building to be located at the corner of Brackett and Pine Streets in Portland's West End is a mixed-use project that will provide 39 residential apartments and first floor retail uses. The building design process began with an extensive analysis of the Architecture of the existing historic neighborhood. The proposed building is a contemporary design that responds to existing neighboring buildings through scale, texture and rhythm.



YARMOUTH PUBLIC SERVICES MAINTENANCE FACILITY

The town has outgrown its existing facility located at North road, the proposed new facility will serve the Public Works department and the Transportation function of the School Department. The design team held programming workshops with both departments to determine their current and potential future needs to develop the working program for the facility. This program served as the basis for both schematic site and building plans. The resulting design takes advantage of the sites solar orientation and natural grading to improve both energy efficiency and operational efficiency.



MUNJOY HEIGHTS

Munjoy Heights is a 29 unit urban residential condominium development perched upon Portland's Munjoy Hill. The high performance building's take advantage of passive solar energy with large expanses of southwest facing glazing which open the living spaces up to an abundance of natural light and views toward Back Cove and the mountains beyond.



Readiness, Financing & Schedule

Our team has the availability and capacity to start on this project as soon as award is made. Our Civil Engineers have a clear understanding of what is needed to submit for the contract zone amendment needed, and with confirmation from Portland's finance department that they are willing and able to assist with this process we understand that is the 1st step. At the same time our Development coordinator will work with RSA architects to develop a submittal package to Maine Housing for 2021 QAP submission deadline for fall 2020.

Typical with most low income developments, this project requires the injection of outside funding to help make up the difference between interest payments and a restricted income stream. This project is targeting (3) sources supplemental funding in addition to a standard construction loan: the first being revenues from syndicating low income housing tax credits, the second being a grant from the Brownfields Closeout Fund for site cleanup, and the third being a possible grant from the Housing Trust Fund.

In order to achieve/win these sources of funding our team has the past experience and understanding of what is needed to submit and secure funds in this competitive process.

Enclosed you will find a letter from Gorham Savings Bank pledging their support to our development of this project. In addition you will find e-mail correspondence from Volunteer's of America expressed interest in being the occupant and manager of the building at completion.

In conclusion we believe we have a very strong team and project for consideration – a seasoned and experienced development, architectural, civil and construction team, with identified sources of funding, and expressed interest in the project. A clearly defined project scope and target occupant mix. Interest from 2 proven operators and management agencies with a portfolio of local low income housing assets.

Our success on this project will not be from lack of knowhow, vision or ability – the fate of this project lies in its ability to secure the supplemental funding to make it possible. We believe our submission will score highly in the Maine Housing review process making it a top contender.

Development Schedule

RFP Award from City of Portland	June 2020
Planning Board Contract Zone Amendment	July – Sept 2020
Maine Housing Pre-Application & Submission	July – Sept 2020
Maine Housing Tax Credit Award	March-April 2021
Construction Document Completion	April-May 2021
Building Permit Submission	May-June 2021
Construction	June 21 – May 2022

Deal Components

Development Budget

- | | |
|----------------------|----------------|
| - Land Acquisition | \$7,500.00 |
| - Soft Costs | \$795,000.00 |
| - Construction Costs | \$2,398,620.00 |

Total Development Budget	\$3,201,120.00
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Sources of Funding:

- Low Income Housing Tax Credits
- Portland Housing Trust Fund
- Brownfields Closeout Fund
- Deferred Developer Fee
- First Mortgage Debt

Zoning Change

- Developer is requesting a contract zone amendment to allow for R6 zoning densities to be applied to this off peninsula project site.

Occupancy & Management Plan

- Developer is in talks with both Volunteer's of America and Avesta Housing as potential long term occupants and managers of the property. Both organizations have expressed interest in the use of the site and both have the capability and capacity to manage the property and a backlog of families looking for housing that they could place immediately.



June 5, 2020

City of Portland Purchasing Department
Matthew Fitzgerald
389 Congress Street, City Hall Room 103
Portland, ME 04101

RE: Ducas Construction, Inc. – 21 Randall Street Portland – CBL 166 B014-015-016

Dear Matthew:

Patrick Ducas is a valued customer of Gorham Savings Bank who I have known and worked with for over five years.

Gorham Savings Bank is aware of the low-income housing development project proposed for 21 Randall Street in Portland. Based upon my history working with Mr. Ducas on several of his successful projects, it is my opinion that he has the management capability to successfully complete the project as well as the financial capacity to support the estimated total project cost.

Please feel free to call me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Harris".

Lindsay Harris
Vice President of Commercial Lending
(207) 222-1484
lharris@gorhamsavings.bank

From: [Drake, Travis](#)
To: [Patrick Ducas](#)
Subject: VOA
Date: Friday, June 05, 2020 3:07:08 PM

Hi Patrick,
Rich mentioned that you have a project that you may want to partner with VOA on or have us manage the property after you develop and build it.

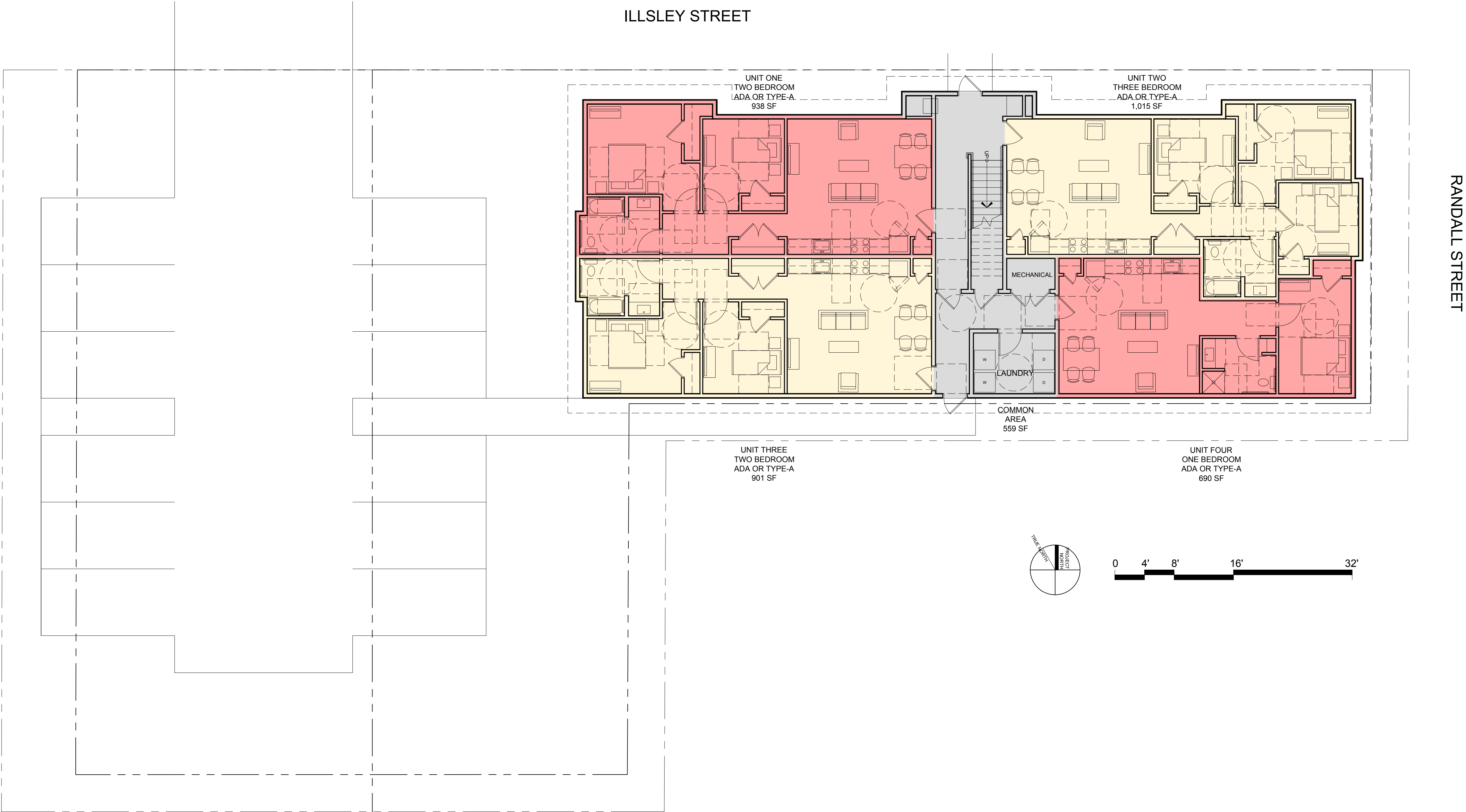
This is something that we definitely would be interested in. Could we set up a time to talk next week?

Thank you

Travis

AFFORDABLE APARTMENTS
21 RANDALL STREET, PORTLAND, MAINE

JUNE 15, 2020

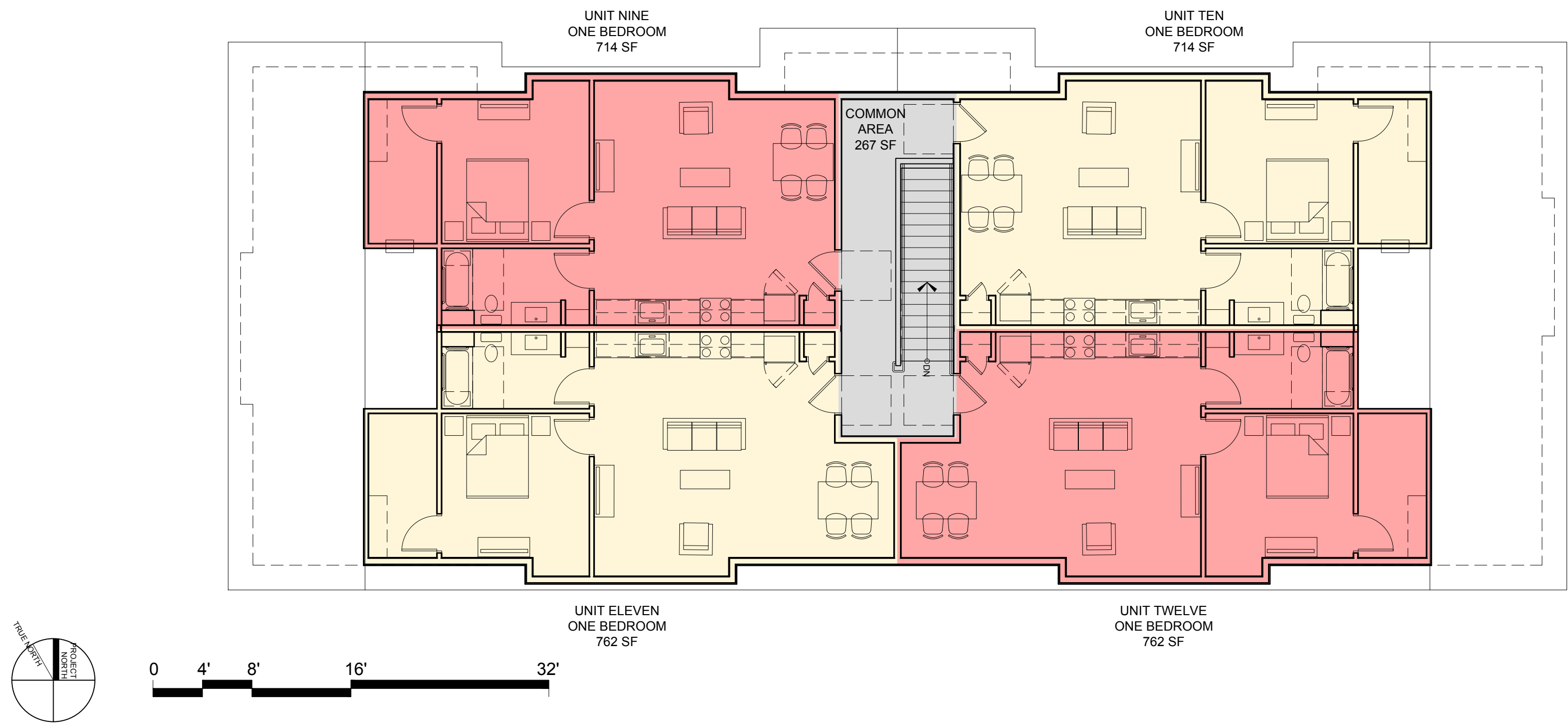


1 FIRST FLOOR PLAN CONCEPT
1/8" = 1'-0"

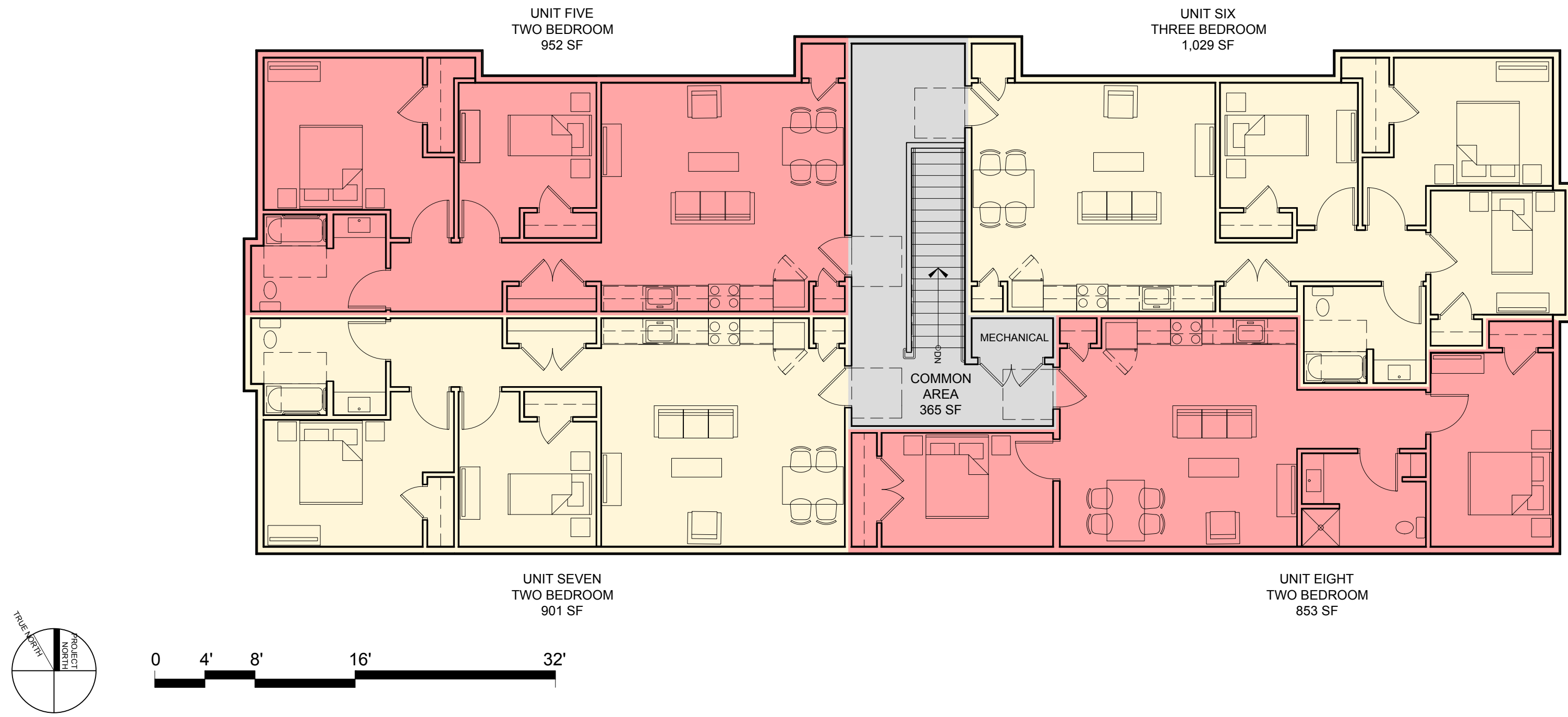
PROGRESS PRINT ONLY
Not for Construction

AFFORDABLE APARTMENTS
21 RANDALL STREET, PORTLAND, MAINE

JUNE 15, 2020



2 THIRD FLOOR PLAN
1/8" = 1'-0"



1 SECOND FLOOR PLAN
1/8" = 1'-0"

PROGRESS PRINT ONLY
Not for Construction

AFFORDABLE APARTMENTS

21 RANDALL STREET, PORTLAND, MAINE

JUNE 15, 2020



1 SOUTH EXTERIOR ELEVATION
1/4" = 1'-0"



2 WEST EXTERIOR ELEVATION
1/4" = 1'-0"

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE **ARCHITECTURE**

AFFORDABLE APARTMENTS
21 RANDALL STREET, PORTLAND, MAINE

JUNE 15, 2020



1 NORTH EXTERIOR ELEVATION (ILSELEY STREET)
1/4" = 1'-0"



2 EAST EXTERIOR ELEVATION (RANDALL STREET)
1/4" = 1'-0"

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE **ARCHITECTURE**

AFFORDABLE APARTMENTS

21 RANDALL STREET, PORTLAND, MAINE

JUNE 15, 2020



1 VIEW LOOKING SOUTH WEST FROM RANDALL STREET
N.T.S.

RYAN SENATORE **ARCHITECTURE**

AFFORDABLE APARTMENTS

21 RANDALL STREET, PORTLAND, MAINE

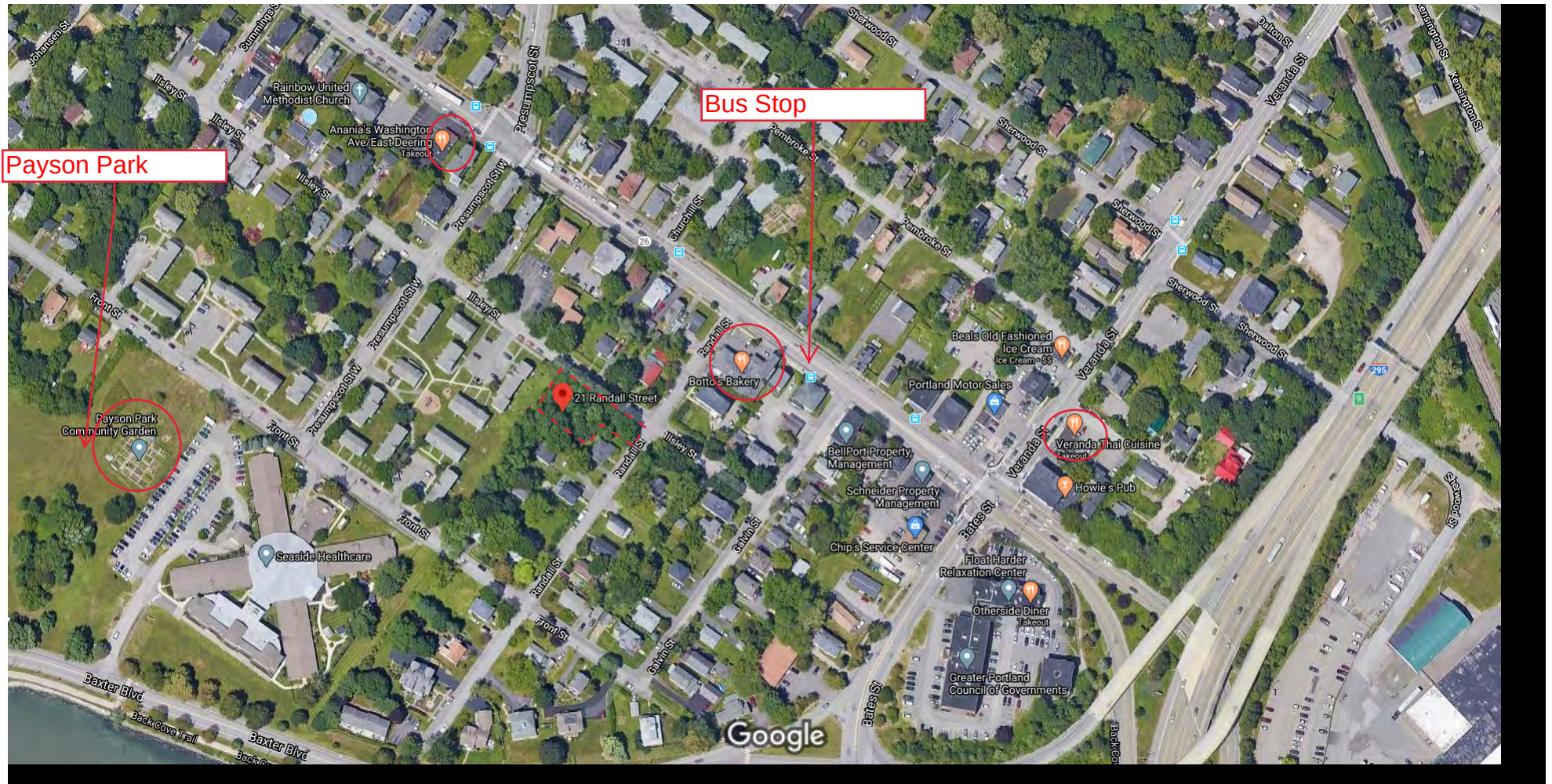
JUNE 15, 2020



1 VIEW LOOKING SOUTH EAST FROM ILLSELY STREET
N.T.S.

RYAN SENATORE **ARCHITECTURE**

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Google Maps 12 Randall St



Image capture: Oct 2015 © 2020 Google

Portland, Maine



Street View

Google Maps 47 Illsley St



Image capture: Oct 2015 © 2020 Google

Portland, Maine



Street View

Google Maps 568 Washington Ave



Image capture: Jun 2019 © 2020 Google

Portland, Maine



Street View

578 ME-26



Image capture: Jun 2019 © 2020 Google

Portland, Maine



Street View



38 of 332

Attachment A

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered #1, #2, #3, #4
If Applicable

COMPANY NAME: Ducas Construction Inc
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: Patrick Ducas DATE: 6/16/2020
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Patrick Ducas

ADDRESS: 3 Southgate Rd #8, Scarborough ME 04074

TELEPHONE: 207-303-0634 E-MAIL: Patrick@ducasconstruction.com

FEDERAL TAX ID #: 47-3807804 DUNS #: 113220587

STATE OF INCORPORATION MAINE

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☒ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☒ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**



Back Cove Row Houses/Back Cove Flats

Proposal for Disposition and Development of
City-owned Property Located at 21 Randall Street,
Portland Maine RFP #2020-1

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OVERVIEW OF RFP SCORING

Proposed use to achieve the City of Portland's goals

1. Market demand, 2. Economic diversity, 3. Age inclusive

Impact on surrounding neighborhood, including design

1. Project design, 2. Amenities and unit design

Applicant's ability to complete project, including financial feasibility, development team experience, capacity, and timeframe for completion

1. Readiness to proceed, 2. Current Capacity of development team, 3. Track record of development team

ATTACHMENTS

- Attachment A: Drawings of 7 Row House Option
- Attachment B: Photographs and Maps of Site and Area
- Attachment C: 7 Unit Financials
- Attachment D: Statement of Terms for a Loan from
Genesis Community Loan Fund and Coastal Enterprise Inc.
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- Attachment F: Operating Budgets
- Attachment G: Team Biographies
- Attachment H: Proposal Signature Page and Signed Addenda 1- 4

A. DEVELOPER

Greater Portland Community Land Trust
PO Box 8223
Portland, ME 04104
greaterportlandclt@gmail.com

Scott Vonnegut: Chairman of the Board of Directors, svonnegut@outlook.com; 704-650-9350

Timothy Wells: Board of Directors, tim.wells@sjvproperties.com; 207-807-3876

B. PROPOSAL

Description of the Project

The GPCLT Back Cove Homes project targets the “missing middle” and helps families achieve home ownership of an exceptional quality at a substantial discount (30%-45%) from market rate. While the 80%-120% AMI selling price represents the upper band of the affordable housing limits, it does so without requiring the typical subsidies (like affordable housing tax credits, or other Federal and State assistance) while minimizing the cost to the City of Portland; and will surpass most market rate projects in quality of construction, site planning, and finishes.

The GPCLT is focused on achieving five objectives to achieve design and construction of affordable housing on the 21 Randall Street parcel:

GPCLT's 5 Objectives

1. Urban Design: Improving the fabric of the community
2. Environmental Sustainability: Materials, energy use, renewable energy, high quality build (200+ year longevity).
3. Minimize TCO (Total Cost of Ownership): Quality of construction minimizes the expenses over the lifetime of ownership
4. Affordability: Keep Initial Cost down by low land costs, no developer profit, and private grants
5. Exceptional Design: Aesthetically pleasing, efficient workable floorplans, neighborhood fit

Schemes

In response to the Request for Proposal issued by Portland for the disposition of City owned land at 21 Randall Street, The Greater Portland Community Land Trust (GPCLT) is offering two possible scenarios:

1. **Back Cove Row Houses** - Seven row houses, each with three bedrooms (each ~1280 SF) on the 13, 956 SF parcel. Parking spaces for 7 vehicles are located on the 3,956 SF lot that has a water/sewer easement. The GPCLT board and membership initiated the 7-row house design because it would be very attractive to young, larger/intergenerational families; fit in with the neighborhood well; and

provide a very pleasing streetscape. *Based on an analysis of building and soft costs and discussions with general contractors and lenders, the project would not be able to be built without an additional ~\$500,000 grant or subsidy.*

For Drawings of 7 row house option see Attachment A

2. **Back Cove Flats** - The second concept, a thirteen-unit condominium consisting of eight 3-bedroom units (each ~1280 SF) and five 1-bedrooms (~ 620 SF) provides six additional units versus the row house plan option. It offers one-story living, and a diversity of household size to better meet the goals of affordable housing. The neighborhood is a mix of PHA's Front Street housing, multi-units and single-family homes. GPCLT is committed to making Back Cove Flats an attractive addition to the neighborhood and appropriate to the neighborhood context. *Based on an analysis of building and soft costs; and discussions with general contractors and lenders, a multi-unit condominium concept is financially viable.*

Our proposal is for individually owned units within a homeowner association. While each owner would have a fee simple title to their row house or condominium, the land on which the row houses/flats are situated would be owned by the Greater Portland Community Land Trust (GPCLT). The project would have a 99-year renewable ground lease with GPCLT that would contain deed restrictions and require a minimal fee to lease the land.

Note: The 7-row house scheme was the initial desire of the GPCLT's board and membership. This concept is very appealing in trying to achieve cost savings of a larger unified structure yet provide a feeling of single-family homes. As we continued to work through the details of costs with General Contractors there was not confidence that the project costs could be brought down to where they needed to be to succeed financially. Part of this calculus is the number of units. Each unit would have to carry the cost of essentially similar soft costs for either a 7 unit or 13-unit project. That allocation is cut in half with 13 units. Michael Belleau volunteered a considerable amount of time and effort in creating the drawings and renderings for the 7-unit row houses which you see as part of this submission. The 13 unit design is of a similar footprint but adds a full 3d level. It is a very similar form factor. Although the concept is worked out, we are not including drawings as this will be completed by a paid architect if we are awarded the Randall Street parcel.

Zoning Change

The project proposes a higher density than allowed under current R-5 Zoning (4 units) and requires the lots to have a Conditional Rezoning to R-6. This is in alignment with the City's goals of increasing housing supply and creating housing that is more affordable.

R5 zoning excludes the ability to build affordable housing on this particular parcel.

While our project proposes higher density in this East Deering Neighborhood, it does so with great sensitivity and design compatible with existing character of the area and would be below the maximum of nineteen units allowable under the R-6.

For Photographs and Maps of Site and Area see Attachment B

Limited Equity: Ground Lease and Deed Restriction to ensure long term affordability

Using the Community Land Trust model, homeowners would enter into a long-term, ground lease with GPCLT who would retain ownership of the land. The ground lease contains a deed restriction which would limit the price of the unit when resold, preserving the affordability of the dwelling to families with average incomes in perpetuity. Residences can only be purchased as primary residences. They cannot be an investment property or rented out for short-term periods.

Greater Portland Community Land Trust plans to sell the units to households in the 80% to 120% AMI level .

Project/Unit Specifications

	7 Unit	13 Unit	Remarks
Design Style	Row houses, 2 level	One level homes	Style would be contemporary with traditional urban form
Unit Mix	Seven 3-Bedroom (options for 4 bed)	Eight 3-Bedroom Five 1-Bedroom	
Unit Size	~1280 SF	~1280 SF (3 BR) ~ 620 SF (1 BR)	
Stories	2.5	3	
Height	~ 32'	~35'	
Roof	Pitched	Pitched/Flat	
Building Footprint	+/-4,480 SF	+/- 4,640 SF	
Total Building SF	8,960 SF	13,920 SF	
Estimated Total Cost	\$2,345,000 *	\$3,400,000	* Cannot finance 7 units without subsidy

C. FINANCIAL FEASIBILITY**Budget & Financing**

GPCLT has put together a Capital Stack that will allow for the successful completion of our vision for 13 units in Back Cove Flats. To successfully execute on the 7-unit row house concept requires being rewarded a \$400-\$550,000 grant which to date has not been secured. GPCLT feels that this is possible, but it most likely would negatively affect the project timeline. (For 7 Unit Financials see Attachment C)

The 13 Unit capital stack:

Total Cost*	\$3,400,000	Does not include environmental cleanup
Bank Financing	\$2,125,000	80% of Construction Costs
Genesis Fund	\$ 350,000	Subordinate
CEI	\$ 350,000	Subordinate
CEI	\$ 75,000	Pre-construction
Community Solutions Grant	\$ 100,000	MHA/City matching \$50,000 each
Portland Housing Fund	\$ 400,000	To be returned to the City in 12/14 months
Total	\$3,400,000	

**GPCLT understands from discussions with the City and the State that there are monies for Phase 1 and 2 site remediation. The City has funds for Phase I testing and GPCOG funds for actual site clean-up. This assumption is built into our financial model.*

Simple P&L

Projected Revenue	\$3,500,000	3 BR \$290K, 1 BR \$236K
Projected Cost	\$3,400,000	
Building Costs	\$2,657,000	
City Fees	\$ 101,000	Includes 10% performance guarantee hold back
Design/Eng/Dev	\$ 260,000	
Financing/Insurance	\$ 267,000	
Marketing/Legal/Realtor	\$ 115,000	
Net Gain	\$ 100,000	GPCLT Trust fund to support affordable housing

For Statement of Terms for Loans from Genesis Fund and Community Enterprise, Inc. (CEI) see Attachment D

For Letters of Interest from Bath Savings Institution, Gorham Savings Bank and Norway Savings Bank and CEI Letter of Interest in offering a \$75,000 pre-construction loan see Attachment E

Occupancy and Management Plan

Limited Equity Covenants, Conditions, and Restrictions

Our development proposes individually owned units on a shared parcel of land. While each owner would have a fee simple title to their unit, the land on which the units are situated would be owned by the Greater Portland Community Land Trust. The project would have a 99-year renewable ground lease with GPCLT that would contain resale restrictions and require a minimal fee to lease the land. The ground lease contains a deed restriction which would limit the price of the unit when resold, preserving the affordability of the dwellings forever in the future, to households of average incomes. The terms of the ground lease will give the homeowners the rights of homeownership, but also impose certain key restrictions on the use and resale of the homes within the context of an established Homeowner Association (HOA) model.

As the ground lessor, the Greater Portland Community Land Trust will retain a right of first refusal in order to ensure affordability. When a homeowner wants to sell, GPCLT may assign the option to another income qualified household or oversee the sale of the home directly to another income-qualified household for a price not exceeding the purchase option price formula.

In its role of overseeing the resale of affordable homes, GPCLT will make sure that the buyer is income-eligible and that the price does not exceed the limit established by the resale formula.

Management Plan

GPCLT, with assistance from Coastal Enterprise Inc.'s Home Buyer Education Program, will play an active role in helping lower income buyers qualify for mortgage financing and will help negotiate with lenders to see that appropriate mortgage financing is available to these homebuyers. GPCLT will also provide a variety of training and support services (such as financial management, HOA governance, and basic maintenance), to these households once they have become homeowners. The costs incurred by the GPCLT in carrying out this work will be defrayed in part by the lease fee that is collected, and will also be defrayed by a mark-up of the resale price or transfer fee added to the price paid by the new homebuyer. Greater Portland Community Land Trust will work with the Home Owners Association to establish a monitoring and enforcement program for compliance with the requirements of the ground lease that respects their privacy while preserving affordable homes as long-term assets for future generations of homeowners.

Upon turnover of the project to the HOA, GPCLT shall present management options that would include self-management, accounts management, and full professional management in order to ensure proper functioning of the project and adequate reserve saving to ensure long term viability.

For Operating Budgets see Attachment F

Purchase Price

The Greater Portland Community Land Trust (GPCLT) is proposing that the City of Portland transfer ownership of the Randall Street property to GPCLT at a minimal cost of \$1.00.

The financial feasibility of our proposal is premised on a donation of land to Greater Portland Community Land Trust to develop our affordable housing project. As a 501(c)(3) GPCLT does not expect to pay taxes on the land, however, the individual units will be taxed at an assessed value that takes into consideration the deed restriction placed on each unit.

Marketing

The GPCLT is marketing this project with a focus on Portland residents, especially teachers, nurses, EMT's, Fire and Police, Municipal and County employees, and workers at NGOs. We currently have interest from 17 different families and expect significantly more interest if the GPCLT is awarded the parcel at 21 Randall Street. GPCLT marketing will explicitly encourage diversity of persons of all races, genders, ages, creeds, and places of origin.

OVERVIEW OF RFP SCORING

1. Proposed Use to Achieve the City of Portland's Goals

Market Demand

20 Points

All the homes in GPCLT's proposal will be sold between 80% and 120% AMI. GPCLT will sell the units at the lowest possible price. The project is focused on home ownership for the missing middle. The GPCLT is achieving affordability by (1) eliminating profit (2) Donation of Land from the City (3) Smart design (4) Volunteer efforts of its members. (5) \$100K MHA Community Development Grant

Economic Diversity

10 Points

The Back Cove Flats project is designed to attract economic and social diversity through its mix of 1BR and 3 BR units; low cost of utilities and maintenance; proximity to parks and amenities; inclusion of gardening space and bike storage that allows a family to live without a car or with only one vehicle. The interior layouts are designed to lend themselves to greater flexibility in living situations. For instance, the 1 BR units are designed to easily allow a young couple to remain in the unit even after having a child. They are generously sized, have 1.5 bathrooms and have a raised platform bedroom to allow for significant storage space. This allows for the space to continue to accommodate a couple as they progress through different phases of their life. The 3 BR units can accommodate larger families from 4-6 people and the choice to offer 3-bedroom homes is intended to encourage larger families who otherwise find it challenging to find appropriate, quality homes at an affordable cost.

Age Inclusive

10 Points

The unit designs in either GPCLT design option accommodate people at any stage of life who wish to become homeowners. From young families to middle age families or retired couples, this project will allow 7 or 13 families priced out of Portland a chance at home ownership. The mix of 1- and 3-bedroom units in the 13-unit Back Cove Flats accommodates people from a variety of economic situations. The one floor living easily allows aging in place and five first floor, ADA accessible units permits diversity and attracts people of different ages and life situations. Both concepts' larger units would allow for families to bring in an aging relative for multi-generational household living.

2. Impact on Surrounding Neighborhood (25 Points Total)

Project Design

15 Points

The design of either option will be contextual and enhance the neighborhood by creating an attractive, active streetscape based on the proven model of beautiful row houses found around the world. Attention to aesthetics and creating an appealing streetscape instructs the design. The thirteen flat unit project would be articulated as to conform to the scale and styles of the neighborhood context. The sidewalk along the front will connect to the entry of each unit and to adjacent parking spaces on the west side. At the back, all of the homes will share a communal green space and gardens.

Specifications exceed the City's Green Building Code efficiency levels. The project will utilize environmentally friendly materials, water conserving fixtures, LED lighting, and energy star rated appliances. The exterior walls and roof will be highly insulated and in combination with triple glazed windows will create a thermal envelope approaching or meeting Passive House design criteria. These homes will assure homeowners lower utility and maintenance costs, high indoor air quality, and a safe living environment.

Amenities and unit design

10 Points

The project will include several amenities to enhance the lives of project's residents and the community.

Improvements to the site will include landscaping that will incorporate native plantings, rain gardens, and porous paving, and building orientation allows installation of photovoltaic panels on the south facing roof. Every unit is provided with garden space for growing vegetables and flowers and residents will enjoy secure and covered bicycle parking. The location is within walking and biking distance of most daily needs including grocery stores, pharmacies, restaurants, parks, and USM, UNE.

The neighborhood would benefit from a new population of stakeholders committed to building and maintaining safety and prosperity within their community. As a community benefit, GPCLT is coordinating with PHA and Portland Trails to seek approval to help construct a path along the two-block utility easement through Portland Housing Authority land from Illsley Street to Back Cove.

3. Applicant's ability to complete the project, including financial feasibility, development team experience, capacity, and timeframe for completion. (35 points Total)

Readiness to proceed

15 Points

The GPCLT is ready to commence working on the project immediately after being awarded the Randall Street property. The CEI pre-construction loan of \$75,000 allows us to proceed hiring the General Contractor and to initiate more detailed architectural designs; begin the re-zoning process from R5 to R6; and assemble the packet for Planning Board approval.

Letters of Interest and Term Sheets are secured to move forward with the project. We will need commitments from the City and MHA for \$500,000 of funding.

Timetable

GPCLT believes the project can be completed by late 4Q 2021. This is an aggressive timeline and assumes minimal times for rezoning, planning board approval and permit issuance. A more typical time period for these events would add 2-3 months to this schedule. Construction is expected to take 9-12 months after permit issuance and construction financing final approval (contingent on pre-sales).

A 4Q 2021 completion is predicated on the following assumptions:

1. The City of Portland rewards the RFP NLT (No Later Than) August 1, 2020
2. City approves Rezoning NLT October 15, 2020
3. GPCLT is able to secure Planning Board approval for Level III site plan and secure building permits NLT December 31, 2020
4. The GPCLT is able to reach pre-sales levels of 70% of the units by February 1, 2021
5. GPCLT is awarded an MHA Community Solutions Grant for \$100,000 by January 31, 2021
6. The City of Portland approves \$400,000 from the Housing Fund. This money is to be returned to the City within 30 days of 100% unit closings. We expect to reach 100% closings within 30 days of Certificate of Occupancy issuance.
7. Bank Financing is secured and released to allow construction to commence NLT March 1, 2021

We envision six phases to our project:

Phase 0 - RFP Submission to Award and title transfer

Phase 1 - Preparation phase: ~2.5 Month Duration after Award Date

Major Tasks: Phase I environmental study, Brownfield funds procurement, Rezoning, City Housing Fund procurement

During Phase 1, an environmental assessment would take place to ascertain if hazardous materials are present in the soil, similar to those found in the adjacent soil at the Portland Housing Authority's Front Street project. If hazardous soils are found, GPCLT will seek funding from the State, GPCOG, and City to fully fund the

remediation of the site. Concurrently, we would survey the parcel's legal bounds and topography and start the process of rezoning the property from R-5 to R-6. Greater Portland Community Land Trust would be working with a General Contractor and architect using a design build delivery method, to refine the design and prepare for Planning Board packet submission.

Phase 2 - Planning Phase: 3-month duration

Major Tasks: Level III site plan Planning Board approval, marketing of project, continuance of design work, securing MHA Solutions Grant, Phase II of Site Environmental Cleanup, permitting.

Phase 3 - Financial Phase: 2-month duration

Major Tasks: Finalizing pre-sales of a minimum of 70-80% of units. Units can be reserved but cannot be pre-sold until after permits are issued. Closing of Construction Loan.

Phase 4 - Construction Phase: 9 -12 month duration

Major Tasks: Construction of Project

Phase 5 - Occupancy Phase: 1-2 month duration.

Major Tasks: Certificate of Occupancy and turn-over of units to buyers.

Current capacity of development team

10 points

Track record of development team

10 points

The development team possesses the human and financial resources to successfully execute this project. The team consists of highly experienced individual team members and companies who have strong track records of success in the different skill sets required to bring this project to fruition.

GPCLT has interviewed and received proposals from three General Contractors who have a well-established track record in building affordable housing units. Wright-Ryan Construction, Great Falls Construction and Hebert Construction have worked with Avesta and Portland Housing Authority to build affordable housing projects throughout the Portland area. Once we select one of these GCs, we will work with them using the Design Build delivery method to produce affordable housing with quality construction on budget and on time.

GPCLT will have the support of Coastal Enterprise Inc. (CEI) in providing technical services, pre-purchase counseling, and homebuyer education classes for home buyers.

The GPCLT did not consider choosing the GC a requirement for this submission. The Board of Directors chose to wait until after submission before voting on acceptance of a GC proposal. As the GPCLT is pursuing a design build delivery method, the GCs (with input from the GPCLT) will contract with the architectural and engineering firms. All three prospective GCs are proposing established professional firms that have executed numerous projects and are well known entities to the City of Portland. GPCLT is also exploring using

prefabricated building technologies to create a highly efficient thermal envelope and that could reduce construction cost and increase the speed of construction.

Additionally, the members of the GPCLT bring a broad background of relevant experience to guide the process.

The GPCLT Team

For more detailed biographies of team members see Attachment G

- **Scott Vonnegut**, a Registered Architect in the State of Maine, has been a manager for institutional, commercial, and residential projects at some of the country's leading architectural firms. Besides managing the design and construction administration for a variety of buildings, Scott oversaw the production of construction documents and keeping projects on time and on budget.
- **Tim Wells** possesses over 25 years of construction industry experience. He led the effort to secure financing for this project and is currently in the process of developing multiple projects in Portland and around the State of Maine.
- **Michael Belleau** is an architect with extensive experience designing and managing residential projects. He has published many articles on urban design in Maine including 'Portland: Back to the Future' in 1992. He opened his own office in Portland for a time before joining long established residential design-build firm Knickerbocker Group's Portland office.
- **Ginny Schneider** has worked with Community Land Trusts CLTs in New England for over ten years, writing winning grants, conducting fundraising campaigns, and serving as an interim Director. She brings her years of experience to help the Greater Portland Community Land Trust reach out to the community to increase membership and identify families interested in purchasing the housing units GPCLT is working to develop.
- **Lado Ladoko** has extensive experience seeking solutions to the high cost of housing for working people both through informal networks and the Immigrant Housing Coalition. Lado reaches and builds trust with populations who may be otherwise hard to reach through conventional means and communication. Additionally, Lado is a current and experienced property manager of over a dozen units belonging to himself and others.
- **Greg Plimpton** developed multiple projects in Southern Maine including the conversion of a large, 80,000 sq. ft. brick Portland warehouse into spaces for artists and makers of all kinds, a book seller and a cafe.
- **Zack Barowitz** in the past five years, Zack has worked with development teams to transition 76 new residential units in Portland from pre-construction, to HOA and rental properties that are occupied and viable.

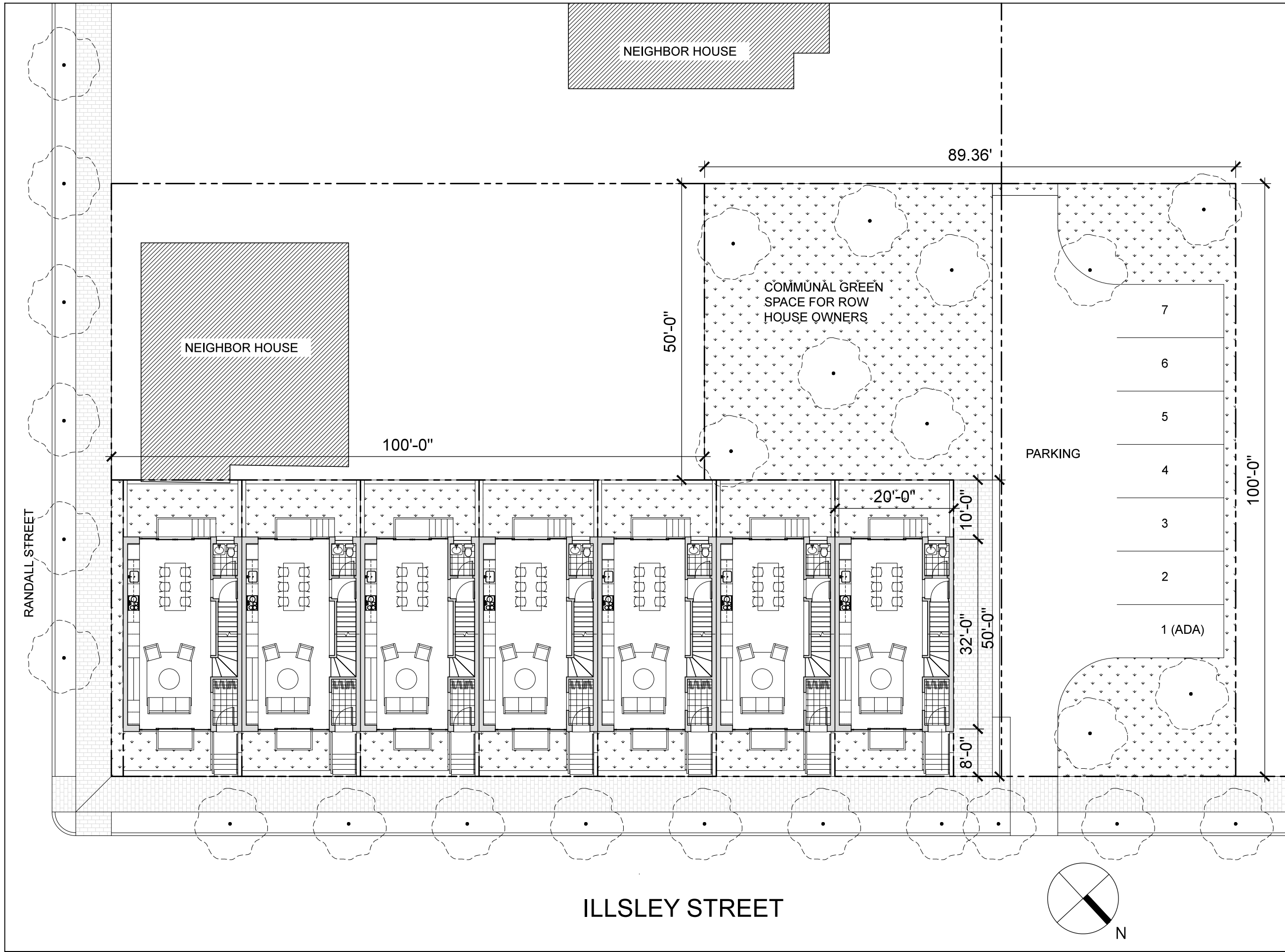
Attachment A – Drawings of 7 Rowhouse Option











SITE PLAN

copyright 2020 Michael Belleau

GPCT PROPOSED TOWN HOUSES

21 RANDALL STREET, PORTLAND, MAINE

SCALE: 1/16" = 1'-0"

DATE: 06/16/2020

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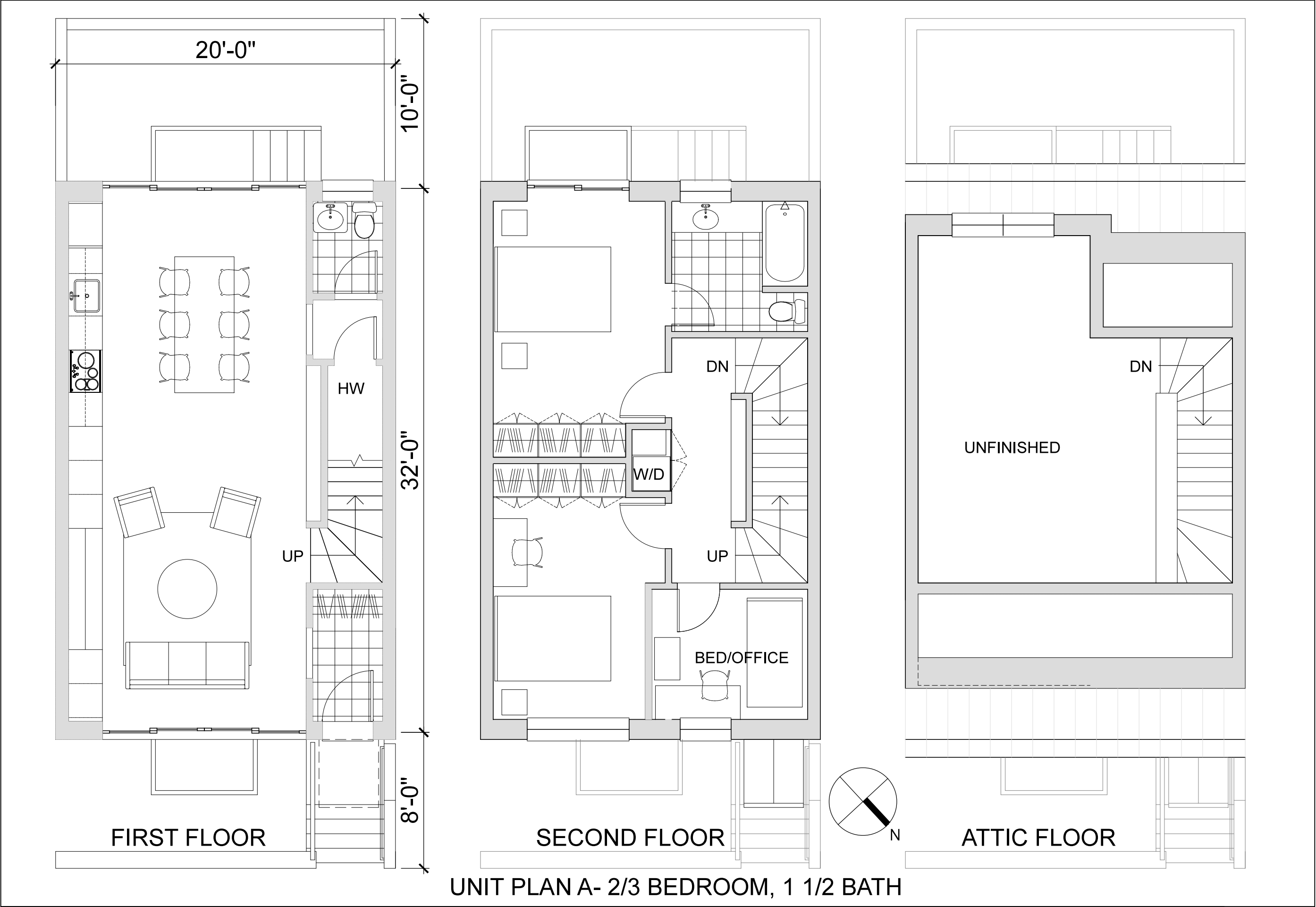
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GREATER PORTLAND COMMUNITY LAND TRUST

01



Attachment B – Photographs and Maps of Site and Area



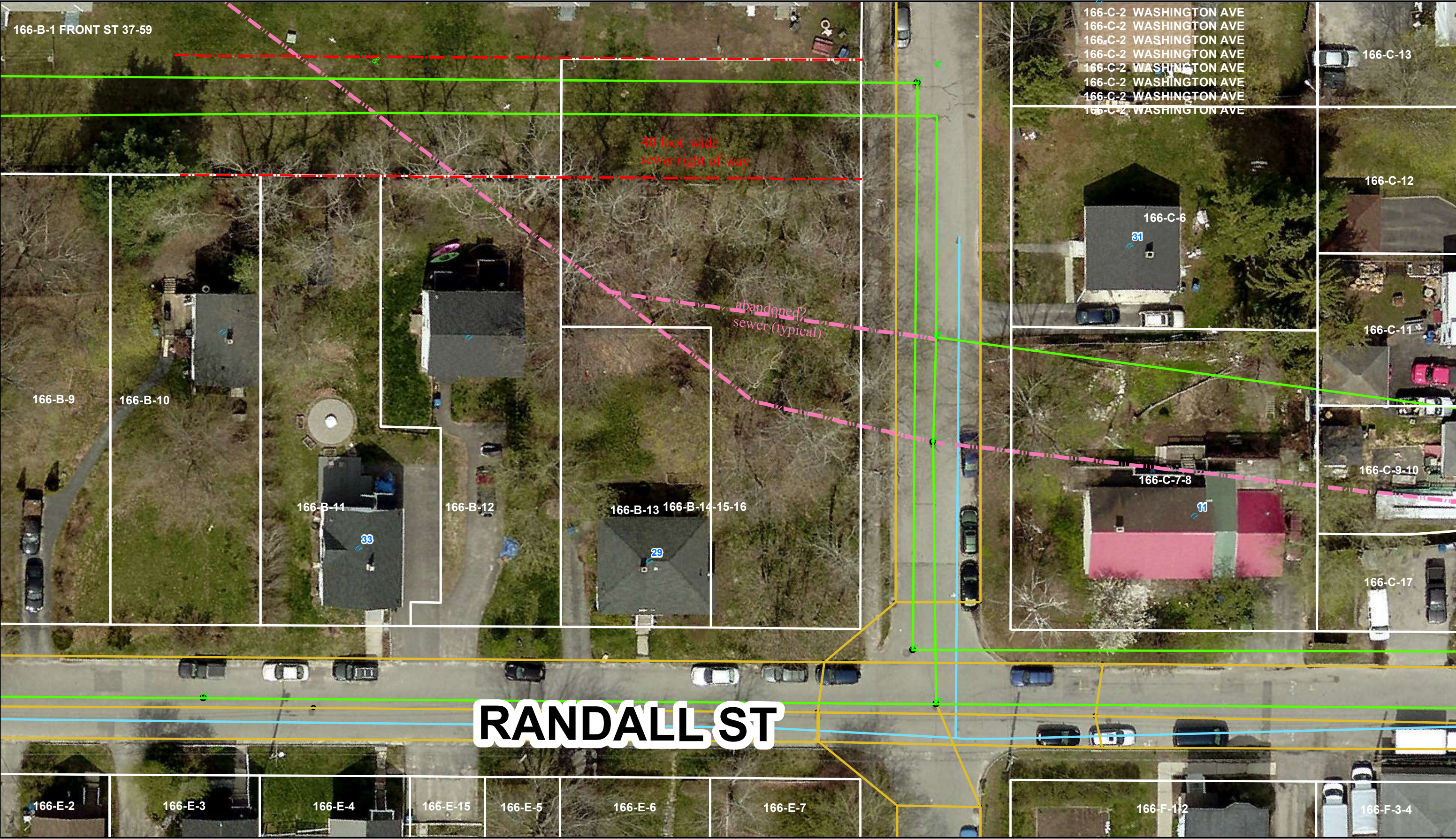




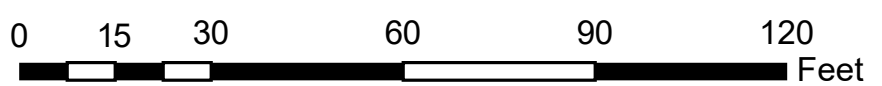
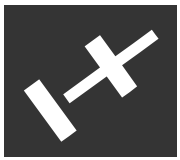








GIS SKETCH OF 21 RANDALL ST
AUGUST 8, 2019 1"=30'



CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 Canco Rd Suite B PORTLAND, MAINE 04107
PHONE (207) 874-8846 FAX (207) 874-8852





City of Portland Maine Parcel Viewer



Attachment C – 7 Unit Financials

7 Unit capital stack: (Contingent on Grant/Subsidy)

Total Cost ¹	\$2,454,000	Does not include environmental cleanup
<u>Contingency Requirement</u>	<u>\$ 240,000</u>	
Total Capital Needs	\$2,694,000	
Bank Financing	\$1,467,000*	80% of Construction Costs
Genesis Fund	\$ 200,000*	Subordinate
CEI	\$ 200,000*	Subordinate
CEI	\$ 75,000*	Pre-construction
Community Solutions Grant	\$ 100,000	MHA/City matching \$50,000 each ⁴
Other Grant or Subsidy	\$ 564,000	To cover revenue shortfall and secure loans
<u>Portland Housing Fund</u>	<u>\$ 88,000</u>	<u>To be returned to the City in 12/14 months</u>
Total	\$2,664,000	

Simple P&L

Projected Revenue	\$2,030,000	120% of AMI
Projected Cost	\$2,454,000	
<u>Contingency Requirement</u>	<u>\$ 240,000</u>	estimated between \$180-\$240,000
Total	\$2,694,000	
Building Costs	\$1,833,000	
City Fees	\$ 78,000	Includes 10% performance guarantee hold back
Design/Eng/Dev	\$ 260,000	
Financing/Insurance	\$ 180,000	
Marketing/Legal/Realtor	\$ 103,000	
Revenue Shortfall	\$ 424,000	
<u>Contingency Requirement</u>	<u>\$ 240,000</u>	
Needed Grant/subsidy	\$ 664,000	

¹GPCLT understands from discussions with the City and the State that there are monies for Phase 1 and 2 site remediation. The City has funds for Phase I testing and GPCOG funds for actual site clean-up. This assumption is built into our financial model.

* This funding scenario has not been discussed with these entities and monies have not been secured or pledged. The funding would be contingent upon receiving a grant/subsidy to cover projected revenue shortfall plus some additional amount as a contingency.

Attachment D – Statement of Terms for a Loan from Genesis
Community Loan Fund and Coastal Enterprise, Inc.



June 11, 2020

Attn: Timothy Wells
Greater Portland Community Land Trust
PO Box 8223
Portland, ME 04104

Dear Tim:

Please accept this letter of interest and statement of terms for a loan for Greater Portland Community Land Trust. Upon approval by its Loan Committee, the Genesis Fund will be prepared to issue a Commitment Letter with the following terms for your construction financing.

Terms and parameters would be:

Borrower: Greater Portland Community Land Trust

Term: 12 months

Purpose: Construction

Amount: Up to three hundred fifty thousand dollars (\$350,000)

Origination Fee: \$3,500 (one percent)

Interest Rate: 5.5%

Collateral: Collateral for the Loan shall be a junior mortgage and security agreement on the property located at 21 Randall Street, Portland, Maine, and all related personal property.

Projected LTV: 100% or less

Conditions: Successfully meeting Genesis Fund and other lenders' terms and conditions

These terms represent a valid expression of interest in providing the loan. It does not represent a formal commitment or agreement to lend. Upon further investigation and underwriting and evidence of the borrower receiving the proposed financing, the Genesis Fund would be prepared to make this loan according to the terms stated above or as may be amended during the formal approval process by its Loan Committee.

Sincerely,

Elizabeth Fleming-Ives
Executive Director



Capital for Opportunity and Change

Tim Wells
Greater Portland Community Land Trust
PO Box 8223
Portland, ME 04104

6/12/20

Dear Mr. Wells:

Please accept this letter of strong interest and statement of terms for potential subordinate construction financing for upcoming Randall Street project in Portland, ME. Upon receipt and confirmation of a list of due diligence items, CEI will be prepared to proceed with underwriting and potentially issue a Commitment Letter with the following terms for construction finance. Terms and parameters on the project would be:

Borrower: GPCLT

Purpose: To provide subordinated construction period financing for the build-out of 7-13 townhouse units to be sold at 21 Randall Street, Portland ME

Term: 12 months, interest-only (no amortization) during the construction period, commencing with start of the project. All accrued interest on advancing balance shall be paid monthly from periodic construction draws on the loan.

Amount: up to \$350,000 in shared 2nd position lien with another community CDFI lender such as Genesis Community Loan Fund

Interest Rate: CEI Loan Group sets all loan interest rates at the time of approval. For illustration purposes, please estimate the CEI rate at 6.75% annual, based on a 360 day year and calculated on daily basis of any advanced balance, payable every month from construction draws.

Origination Fee: 2% of total loan amount

Collateral and Guaranty:

Subordinated mortgage on the real estate located at 21 Randall Street, Portland ME in 2nd position. Additional Assignment of Construction Contract and all other construction loan collateral that secures lead lender Bank loan.

Conditions: A Construction Loan commitment would potentially be made, such loan to be conditioned on:

- Fully approved plans and specifications for the proposed project.
- Evidence of all land use and building permits (potential Land Use opinion), prior to Closing



- Final cost budget and evidence of contract to build the project according to plans and adhering to construction budget in financial model presented at time of underwriting.
- Evidence of builder's risk insurance, naming CEI as beneficiary and loss payee in place prior to Closing.
- Lender's Policy of title insurance showing no superior liens or encumbrances from other lenders or parties, other than those disclosed
- Borrower to pay all legal and other expenses of CEI

Other reasonable risk-mitigating conditions deemed appropriate by CEI counsel.

These terms represent a valid expression of interest in providing the loan. It **does not** represent a formal Commitment or agreement to lend. Upon further investigation and satisfactory underwriting of the borrower and project, CEI would be prepared to make this loan according to the terms stated above or as may be amended during the formal CEI approval process by its Loan Committee. Any loan commitment will provide that CEI's customary due diligence process will apply, including without limitation, title, environmental, land use and legal opinions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Egan". The signature is fluid and cursive, with the first name "John" and last name "Egan" clearly distinguishable.

John W. Egan
Chief Investment Officer

Attachment E – Letters of Interest from Bath Savings Institution,
Gorham Savings Bank, Norway Savings Bank and
Coastal Enterprises, Inc.



Benj. F. Packard

Bath Savings Institution

Since 1852

June 12, 2020

Tim Wells
Greater Portland Community Land Trust
P.O. Box 8223
Portland ME 04104

Subject: Randall Street Project

Dear Mr. Wells,

I reviewed the Greater Portland Community Land Trust proposal for either a 7-unit townhouse project or 13-unit condo development at the corner of Randall and Isley Streets, Portland Maine. Bath Savings Institution is interested in considering a loan request of up to 80% of the total project costs or as completed appraised value, whichever is lower. The loan decision will be based on satisfactory review of additional details of the construction budget, the builder, environmental due diligence, finalization of other funding sources for the project and a satisfactory level of pre-sales, as well as other documentation details as needed.

Thank you for sharing your plans with Bath Savings, and I look forward to continuing our review of your project.

Sincerely,

Julie Wagoner
Senior Vice President



June 12, 2020

City of Portland
389 Congress Street
Portland, ME 04101

RE: Randall Street Project

To Whom It May Concern:

We have been working with the Greater Portland Community Land Trust on their proposal for affordable housing at the Randall Street site. There is a tremendous need for affordable housing in Portland and this project will help alleviate some of that housing shortage. We are excited about their plans for Randall Street, and look forward to working with them in further support of the project.

Please feel free to contact me with any questions.

Sincerely,

Matthew W. Early
Senior Vice President

MWE/ckb



June 12, 2020

City of Portland, Maine
Planning Department
389 Congress Street
Portland, ME 04101

Re: Greater Portland Community Land Trust
RFP - Corner of Randall & Isley Streets, Portland, ME

To Whom It May Concern:

This letter is to notify the City of Portland that, based on our understanding of the project and subject to standard underwriting, Norway Savings Bank would be interested in potentially providing financing to the Greater Portland Community Land Trust for their proposed condominium project at the corner of Randall and Isley Streets in Portland, ME.

While this letter is in no way to be construed as a commitment to lend funds, based on the preliminary discussions and the project details and materials provided by the Greater Portland Community Land Trust we believe they are capable of taking on and completing the project.

I hope this letter meets your needs and expectations at this point in the process, but should you require any additional information please don't hesitate to contact me at rflagg@norwaysavingsbank.com or (207) 482-7902.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard R. Flagg", is written over a horizontal line.

Richard R. Flagg
Regional Vice President, Commercial Lending
Norway Savings Bank, Portland, ME



Scott Vonnegut
Greater Portland Community Land Trust
PO Box 8223
Portland, ME 04104

6/2/2020

Dear Scott:

Thanks for sharing your new community land trust development plans of affordable housing in Portland. CEI has a long history helping new grass roots groups launch their first affordable housing projects in Maine, starting with the Community Housing Initiatives Program or CHIP in the mid-coast nearly 30 years ago in the early 1990's. CEI has provided financing, technical assistance, counseling and education services and linkage services for non-profit groups and their homeowners or renters. Affordable housing is in short supply nearly everywhere in Maine and CEI has worked statewide with projects in Aroostook County, Washington county, mid-coast Maine, Androscoggin county, York county, and other locations. Many times, CEI has also provided risk capital in the early stages of project development to propel the projects toward a conventional construction loan closing with a bank.

For the proposed project on Randall Street, CEI will be pleased to offer assistance with the following:

- Upon acquisition of the site by GPCLT, consideration of up to \$75,000 pre-development loan financing (pending project underwriting, this is not a loan commitment) for early stage design, permitting and marketing efforts
- Free pre-purchase counseling and home buyer education classes for your potential constituents conducted by the award-winning CEI Housing Counseling staff
- Early stage technical assistance in the pre-development process including budget work and help selecting the development team.
- Offer of a modest technical assistance contract for continuation and deeper involvement on the above issues.

You have permission to include this letter in your proposals. I look forward to the opportunity to work with your group and thanks for including CEI in your project plans. Please keep me informed on the timeline and milestones.

Sincerely,

John W Egan
Chief Investment Officer

Attachment F – Operating Budgets

Income 7 Units

Condo Fees (7 @ \$165X12 months)	12,600
Parking (7 @ \$125x12 months)	10,500
	23,100

Expense

Hauling & Dumping	200
Parts & Supplies	400
Insurance	3,800
General Repairs	600
Fire Monitoring	2,000
Sprinkler Inspection	350
Snow Plowing, Shoveling & Sanding	4,000
Snow Removal (load, haul, & dump)	100
Util: Electric	400
Util: Water	1,600
Lawn Irrigation	400
General landscaping	1000
backflow testing	150
Parking lot maintenance	1000
Professional Fees	500
Ground Rent	3,000
Reserve (Savings) Transfer	2,400
Management (Accountant) Fees	1,200
Total Expense	23100
Net Operating Income	0

Income 13 Units

Condo Fees (8 @ \$200X12 months)	19,200
Condo Fees (5 @ \$100X12 months)	600
Parking (7 @ \$125x12 months)	10,500
	30,300

Expense

Maint Electric	400
Maint Clean	2400
Hauling & Dumping	200
Parts & Supplies	350
Insurance	4,100
General Repairs	600
Fire Monitoring	1,600
Sprinkler Inspection	400
Snow Plowing, Shoveling & Sanding	4,000
Snow Removal (load, haul, & dump)	100
Util: Electric	2500
Util: Trash	200
Util: Water	1,100
Lawn Irrigation	350
General landscaping	1100
backflow testing	200
Professional Fees	500
Ground Rent	2,000
Parking lot maint	700
Reserve (Savings) Transfer	3,500
Management Fees	4,000
Total Expense	30300
Net Operating Income	0

Attachment G – Team Biographies

Greater Portland Community Land Trust Board of Directors Biographies

Scott Vonnegut- Chairman of the Board of Directors

Scott has served as Chair of the Board of Directors for the Greater Portland Community Land Trust for the last couple of years. As Chair, he has used the skills he acquired in his over 35 years as Architect project manager for institutional, commercial, and residential projects to coordinate and direct the activities of the Board and outreach into the community. Besides managing the design of a variety of building types, Scott oversaw the production of construction documents and keeping projects on time and on budget.

Education: Rhode Island School of Design- Bachelor of Architecture

Professional Qualifications: Registered Architect in Maine

Timothy Wells

Tim, a native Mainer, served as a combat arms officer in the U.S. Army after graduating from Boston University with degrees in Finance and Marketing. After leaving the Army, Tim lead a multi-unit restaurant chain in Boise, Idaho. He then held several national and global roles at GE, most linked to the construction industry, where he worked with some of the largest architectural, engineering, general contractors and curtainwall installers in the world on large projects like Taipei 101, MGM and Caesar's Palace Resort in Las Vegas. Tim then helped lead a global business division of a Fortune 500 company in the telecom infrastructure space. Tim has lived in several countries and 15 U.S. States and done business in over 100 countries on 6 continents. He is currently developing several projects in Maine.

Education: Boston University- BSBA Business Administration w/ concentrations in Finance and Marketing

Greg Plimpton

Greg's education/training was as a ship's officer. He went to sea for several years before coming ashore to take a land-based position as a construction supervisor with Royal Dutch Shell. When it looked as if building oil refineries was next on the horizon, he decided on a different type of life. Greg moved to a Maine coastal resort town where he opened a restaurant that became a focal point of the village center. His lifelong interest in all things construction and real estate evolved into historic renovation, adaptive reuse of commercial buildings, multi-unit rehab, and new home construction. His favorite project was the conversion of a large brick warehouse into spaces for artists and makers of all kinds: painters, sculptors, potters, jewelry makers, photographers, cabinet shops, bookbinders, printmakers, a sign maker/ architectural designer, clothing manufacturers, book sellers and a cafe. They filled an 80,000 sq. ft. building where people and seemed to like each other and use each other's services. Greg has found that these experiences have created a strong desire to keep creating work and living environments where people can thrive with dignity.

Education: Maine Maritime Academy- B.S. Marine Engineering

Postgraduate studies at SUNY-Albany, N.Y.

Professional Qualifications: Ensign Commission U.S.N.R.

Michael Belleau

Michael grew up on Main Street in Orono Maine playing basketball, eating Pat's pizza, and sneaking into the UMO field house. Later, as a fisherman on a dragger out of Cape Cod, he developed a love of entanglement with the natural world and its rhythms. After studying architecture in Boston and London, Michael returned to work in Maine where he designed, among other projects, the award-winning fire station at Bangor International Airport. He opened his own office in Portland for a time before joining long established residential design-build firm Knickerbocker Group's Portland office.

Michael teaches theory at the University of Maine Augusta and has taught building , urban, and sustainable design at the college level. He has published many articles in the Portland Press Herald on urban design in Maine. Michael is a Certified Passive House Designer, the world's most adopted non mechanical-dependent low energy use standard.

A fourth generation Mainer, he is committed to moving Maine forward by designing buildings expressing regional materials, contemporary space, and sustainable science as well as enhancing our village atmosphere through walkable centers. Community land trusts are an important tool in allowing Mainers to live a walkable village life. His family lives and works in Portland.

For more on Michael's "Poetry of Place" approach go here: <https://mainehomedesign.com/design-theory/1948-the-poetry-of-place/>

Michael is lead architect for GPCLT who designed the 7 townhouse design contained in this proposal.

Education: Boston Architectural Center- Bachelor of Architecture

Architectural Association School of Architecture, London- Extension Studies

Professional Qualifications: Registered Architect in Maine

Ginny Schneider

Ginny has worked with Community Land Trusts (CLTs) in New England for over ten years, writing winning grants, conducting fund raising campaigns and serving as an interim Director. She brings her years of experience to help the Greater Portland Community Land Trust (GPCLT) reach out to the community to increase membership and identify families interested in the purchasing housing units GPCLT is working to develop. Besides her work with CLTs, Ginny has also served as a Director for Concord Area Transit (CAT) in New Hampshire, increasing the Concord City Council's funding of CAT and securing major financial support from a variety of sources.

Education: Harvard University- Bachelor of Arts

California State University- Master of Arts

Lado Lodoka

As a child, Lado had to leave his home in Sudan to escape from rampaging gunmen who were fighting a decades-long war. He walked and hitch hiked for thousands of miles from Sudan, through Ethiopia to a refugee camp in Kenya where he was lucky to be selected for relocation to the United States. He moved to Portland, Maine, when he was 15 years old. After graduating from High School, Lado joined the Army where he served as a supply clerk. His struggle as a refugee has led him to help people who have suffered being torn from their homelands. He has worked for the Kansas Department for Children and Families as Regional Refugee Coordinator and Program Consultant for Employment Service Provider Agreement. Lado currently leads Maine Center for Clean Elections voter engagement and advocacy work in immigrant and low-income communities. In addition, Lado has extensive experience in managing his own and others property, responsible for leasing/renting and maintaining apartment units and finding tenants for vacant units. Another one of his many interests is seeking solutions to the high cost of housing for working people. This has led

him to form the Immigrant Housing Coalition where he has Identified policy gaps in developing affordable housing in Maine. He brings his expertise to the Greater Portland Community Land Trust to help us develop workforce housing for ownership.

Education: University of Southern Maine- Bachelor of Arts
University of New Hampshire- Master of Arts

James Devine

Jim is a retired master electrician and licensed carpenter. He has served as an Advocate for Homeless Voices for Justice for over ten years and collaborates with local housing organizations to gain a better understanding of potential solutions for housing opportunities for all. He is a Board Member of Pine Tree Legal.

Zachary Barowitz (Assisting GPCLT Board of Directors)

Zack Barowitz is a residential property manager of over 350 units in the Portland. He specializes in Homeowner/Condominium association management where he provides guidance and execution on budgeting, reserve funding, maintenance, governance, conflict resolution, insurance, and day to day operations for 26 HOAs. Zack onboarded recent projects (Joy Place -12 condo units and West End Place - 39 residential units + 2 commercial) from pre-construction, construction, handover, punch list & warranty, to functioning HOA/rental property. He has over a decade of work in the trades, holds certification as a Manager of Community Associations through the Community Association Institute, and a Master's in Urban Design.

Education: Brandeis University- Bachelor of Arts
Newcastle University in the UK- Master of Arts in Urban Design
Professional Qualifications- Certified as a Manager of Community Associations through the Community Association Institute

Attachment H – Proposal Signature Page
and Signed Addenda 1-4

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered: Addendum # 1, #2

COMPANY NAME: Greater Portland Community Land Trust (a 501(c)(3) nonprofit organization)

AUTHORIZED SIGNATURE:

Scott Vonnegut

DATE: 6/13/2020

PRINT NAME & TITLE: Scott Vonnegut, Chairman of Board of Directors, Greater Portland Community Land Trust

ADDRESS: 185 Edwards Street, Portland ME 04102

TELEPHONE: 704-650-9350

E-MAIL: svonnegut@outlook.com

FEDERAL TAX ID #: #02-02975

DUNS #: NA

STATE OF INCORPORATION Maine

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☐ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: April 23, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to a question received related to this RFP.

Receipt of **Addendum No. 1** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

SIGNED BY: Scott Vonnegut DATE: 6/13/2020

PRINT NAME & TITLE: SCOTT VONNEGUT, CHAIRMAN, BOARD OF DIRECTORS

ADDRESS: 185 EDWARDS STREET, PORTLAND, ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

Question: *Can you tell us what the City considers is an affordable price for a housing unit for a household of four earning \$55,800 (60% of the AMI)? And what the City considers is an affordable price for a housing unit for a household of four earning \$111,600 (120 % of the AMI)?*

Please note: A four person household may live in a two, three or four-bedroom unit. Based on the 2020 Income Levels (Portland HUD Metro FMR Area) in which the 60% AMI for a household of four is \$60,540 and the 120% AMI for a household of four is \$121,080, and based on the assumptions the tax rate is 23.31, monthly utilities for a two bedroom unit (heat, cooking, hot water heating, water, sewage, other electrical) are \$250, \$328 for a three bedroom unit, and \$405 for a four bedroom unit, and a monthly HOA fee is not charged, the maximum sale prices are as follows:

60% AMI:

**Two Bedroom- \$128,219
Three Bedroom- \$138,044
Four Bedroom- \$147,968**

120% AMI:

**Two Bedroom - \$262,939
Three Bedroom - \$289,566
Four Bedroom - \$316,326**

The City webpage will be updated to reflect the FY 2020 Income Limits for Portland, ME HUD Metro FMR Area that were used in this quote.

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: May 28, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to a question received related to this RFP.

Receipt of **Addendum No. 2** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

SIGNED BY: Scott Vonnegut DATE: 6/13/2020

PRINT NAME & TITLE: SCOTT VONNEGUT-CHAIRMAN, BOARD OF DIRECTORS

ADDRESS: 185 EDWARDS STREET, PORTLAND ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

1. Has the date for receiving proposals been changed or are they still due by 3:00 p.m. Tuesday, June 16, 2020?

No.

2. The soils report for the adjoining Portland Housing Authority Front Street project indicates contaminated soils. Does the City of Portland have a soils report or records indicating that the 21 Randall Street project has contaminated soils? If so can this information be provided to us?

The city has not undertaken any environmental investigation on this site.

3. If there are contaminated soils on the site, does the city have access to federal EPA or other funding to remediate the soils?

Regarding assessment for the other two properties, we are almost out of existing funds and our new \$250,000 of Assessment Funds will become available on Oct. 1, 2020 which is the beginning of the Federal fiscal year. However, we could use our Brownfields Closeout Funds if they were not tax acquired by the City, we may not be able to use our funds for more than Phase I ESAs as we'd likely be seen as responsible parties if they are contaminated. Again, GPCOG may be the source for Phase II Assessment Funds.

4. The RFP states "Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property". Would those financial incentives include:

- a) Assisting in paying the cost of remediating contaminated soil, if present?

See answer to #3 above

- b) Assisting in the rezoning the property from current R-5 zoning to R-6?

Yes.

- c) Financial assistance from the Housing Trust Fund or other sources from the City to develop affordable housing?

Financial assistance may be consider if funding is available.

5. The RFP indicate that housing units developed on the site must be affordable to households earning 60% to 120% of the area median income (AMI) Does the City have a price range in mind for these units?

Please see Section III. 1. In the RFP to find the definition of affordable; City staff will work with the successful bidder to determine allowable purchase price or monthly rent amount.

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: June 4, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 3** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

SIGNED BY: Scott Vonnegut DATE: 6/13/2021

PRINT NAME & TITLE: SCOTT VONNEGUT - CHAIRMAN, BOARD OF DIRECTORS

ADDRESS: 135 EDWARDS STREET, PORTLAND, ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

QUESTIONS:

1. *Can you clarify if the sources of funding to assist in the development of the land have to be secured and in place by June 16th? Sources of subsidized funding appear to be the only way to make this development feasible.*

Sources of funding do not have to be secured, see Submission Information c); however, as indicated in the Readiness to Proceed section of the scoring, more points are available to projects that have secured sources of funding.

2. *Can you clarify how much funding is available through the following funding sources:*

Portland's Community Land Trust?

This is not a current funding source.

CDBG?

No CDBG funding will be available until the FY22 funding cycle which begins in October 2020.

HUD HOME funding?

\$493,265 is available through the HOME program; \$87,269 of that amount is reserved for Community Housing Development Organizations. The city's local Housing Trust Fund has \$1,073,700 available. Housing Trust Fund and HOME funds were made available through the Affordable Housing Development Application released on March 6 and is available on the city's website at <https://portlandmaine.gov/2449/Applications> . To date, the city has received three applications requesting a combined total of \$1,495,000 in financial assistance from the city.

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: June 9, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 4** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

SIGNED BY: Scott Vonnegut DATE: 6/13/2020

PRINT NAME & TITLE: SCOTT VONNEGUT, CHAIR, BOARD OF DIRECTORS

ADDRESS: 185 EDWARDS STREET, PORTLAND, ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

QUESTIONS:

1. *The RFP states "4. Developments shall create housing options that are age inclusive." Please clarify what "age inclusive" means.*

The project cannot be restricted by age; for example only available to seniors age 55+.

2. *The RFP states under "Submission Information" that "Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City." Do you mean the description of our project in words cannot exceed two pages and that we can have pages of drawings in addition to these two pages of text?*

Yes, that is what was meant.

3. *Can we have drawings on 11" x 17" pages that fold out of the 8^{1/2}" x 11" format of the rest of our proposal?*

Yes.

4. *Since City Hall is closed to the public, how should we submit our proposal?*

Sealed proposals shall be submitted electronically to biddropbox@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line will be received until 3:00 p.m., Tuesday, June 16, 2020 at which time they will be opened and read, or by submitting via USPS, UPS or FedEx to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101. In-person submission is not currently allowed due to City Hall being closed to the public.

PROPERTY DISPOSITION & DEVELOPMENT

43 & 91 DOUGLASS STREET
PORTLAND, ME

SUBMITTED TO:
CITY OF PORTLAND
PURCHASING OFFICE
CITY HALL, ROOM 103
389 CONGRESS STREET
PORTLAND, ME 04101

Jack Soley

HEBERT
DEVELOPMENT


AVESTA
HOUSING

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01

LETTER OF INTEREST

LETTER OF INTEREST

June 16, 2020

City of Portland
City Hall
389 Congress Street
Portland, Maine 04101

To Whom This May Concern:

Jack Soley, Hebert Development, and Avesta Housing are pleased to provide the City of Portland with our proposal to acquire and develop the properties located at 43 and 91 Douglass Street, Portland, Maine. The development proposal presents a mixed-income, age-inclusive community. The community will provide both rental and homeownership opportunities for a diverse population of individuals and families.

Key highlights of our proposal include:

- A. A team with a proven expertise and ability to execute.
- B. Economically diverse housing meeting the market demand.
- C. Thoughtful sustainable project design elements to complement surrounding neighborhood.
- D. Building features and amenities that will enhance the lives of the residents and community.

Given our team's long history and extensive experience working in and with the City, we understand the importance of the City goals and the future development's impact on the surrounding community. We would welcome the opportunity to collaborate with the City of Portland to acquire this site and make it the future location of a new and exciting development.

Please feel free to reach out to us with any questions. Thank you for your time and consideration.

Sincerely,

Jack Soley
Owner
East Brown Cow Associates

Timothy Hebert
Owner
Hebert Development

Dana Totman
President | CEO
Avesta Housing

The background of the page is a dark, blue-tinted photograph of a construction site. A large tower crane is visible on the right side, and the skeletal steel framework of a multi-story building is in the center. The overall tone is industrial and professional.

02

DEVELOPMENT TEAM CONTACTS

DEVELOPMENT TEAM CONTACTS

JACK SOLEY

100 Commercial Street, Suite 306
Portland, ME 04101
o. (207) 775-2252

Contact:

Jack Soley | Owner
jsoley@eastbrowncow.com
c. (207) 808-4714

HEBERT DEVELOPMENT

62 India Street, Suite A
Portland, ME 04101
o. (207) 783-2091

Contact:

Timothy Hebert | Owner
thebert@hebertconstruction.com
c. (207) 212-2176

AVESTA HOUSING

307 Cumberland Avenue
Portland, ME 04101
o. (207) 553-7777

Primary Contact:

Rebecca Hatfield | Vice President of Real Estate Development Management
rhatfield@avestahousing.org

Alternative Contact:

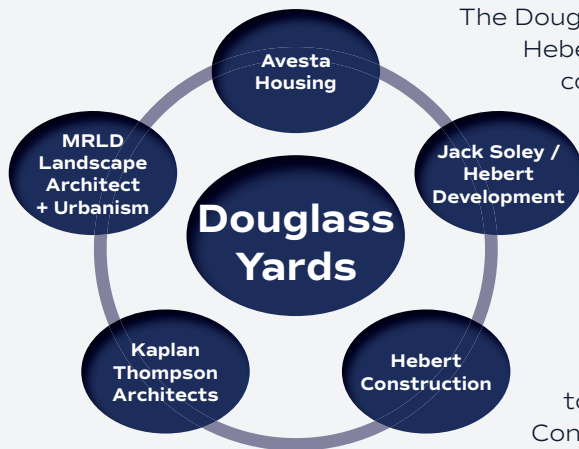
Nate Howes | Development Officer
nhowes@avestahousing.org
c. (207) 245-3374

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03

TEAM CAPACITY & QUALIFICATIONS

TEAM CAPACITY AND QUALIFICATIONS



The Douglass Street development team will comprise of Jack Soley, Hebert Development and Avesta Housing. We will collaborate as co-developers to create a cohesive development that fits the existing context of the neighborhood, meets the needs of future residents and embraces the larger community.

Our team brings significant expertise and experience in the areas of development, construction, design, and management. Collectively, we have successfully completed hundreds of developments. As highlighted in the list below, we have previously partnered in various capacities, which has allowed us to establish strong relationships and confidence in our ability to deliver. The team is also unique in that it includes Hebert Construction, a leading construction contractor in New England.

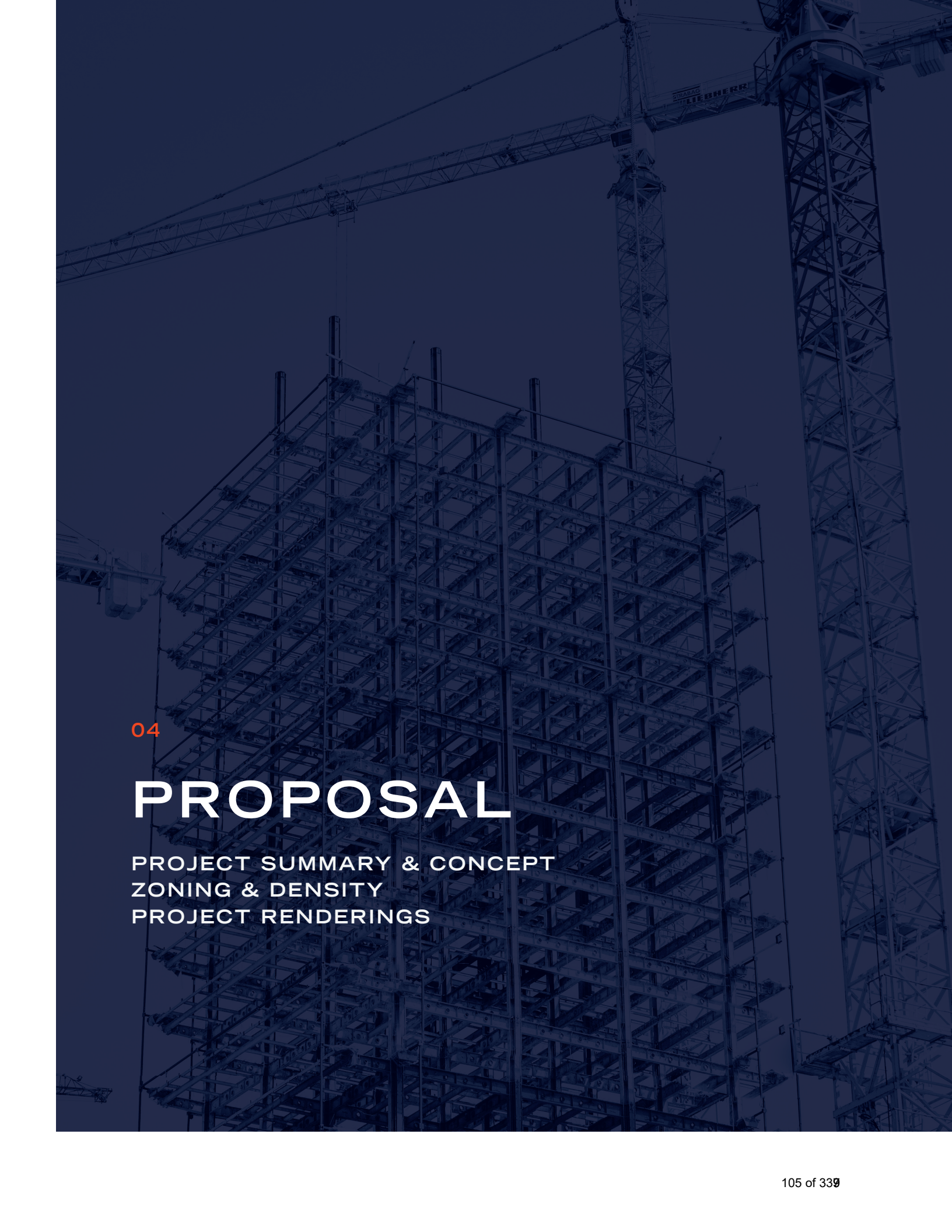
Hebert is a co-developer, but will also serve as the general contractor.

Because of this, the team will have the added benefit of Hebert's construction insight and guidance to make informed decisions from concept inception through completion based on shared knowledge and common goals.

We will use the same partners on all aspects of the development ensuring an efficient and cohesive execution of the project vision. In addition to Jack Soley, Hebert Construction and Avesta, the team will include Kaplan Thompson Architects, MRLD Landscape Architecture + Urbanism, and Norway Savings Bank. Kaplan Thompson Architects and MRLD Landscape Architecture + Urbanism will complete the design of the site and buildings. Norway Savings Bank will provide the financing to both owners/developers. Kaplan Thompson, MRLD and Norway Savings Bank have long established relationships with the developers and have partnered with them on previous projects.

Team member profiles including bios, qualifications, and relevant project experience highlighting the details of the projects listed below, are provided in the Appendix.

Project / Location	Units	Description	Team Members
Parris Terraces Portland	23	Condominiums	Jack Soley (Developer) Kaplan Thompson (Architect) Hebert Construction (Contractor)
Bayside Anchor Portland	45	Affordable & market (mixed income) rental housing	Avesta Housing (Developer) Kaplan Thompson (Architect)
Thomas Heights Portland	18	Affordable rental housing for veterans	Avesta Housing (Developer) Hebert Construction (Contractor)
Blackstone Apts. Falmouth	39	Affordable rental housing for seniors	Avesta Housing (Developer) Kaplan Thompson (Architect)
West End Apts I & II South Portland	116	Affordable & market (mixed income) rental housing	Avesta Housing (Developer) Kaplan Thompson (Architect)
Blake & Pine Apts.	35	Affordable & market (mixed income) rental housing	Avesta Housing (Developer) Hebert Construction (Contractor) Norway Savings Bank (Lender)

The background of the slide is a dark, blue-tinted photograph of a construction site. A large tower crane is visible on the right side, and the skeletal steel framework of a multi-story building is in the center. The overall mood is industrial and modern.

04

PROPOSAL

PROJECT SUMMARY & CONCEPT
ZONING & DENSITY
PROJECT RENDERINGS

PROPOSAL

PROJECT SUMMARY & CONCEPT

Our proposed concept, Douglass Yards, will be a community that promotes equality and inclusiveness by providing both rental and homeownership options for a diverse population. Unlike other developments which typically are targeted to a specific demographic, Douglass Yards will embrace the idea of a democratic campus where residents of different ages, ethnicities and economic status will share the same community.

Douglass Yards will comprise of a 40-unit rental development, a 30-unit condominium, and 10 single family homes. The 40-unit multifamily rental housing will have efficiencies, one-bedrooms, two-bedrooms and three-bedrooms ranging from 375 to 950 square feet to accommodate households of all sizes. There will be six ADA compliant rental units, beyond the minimum account required by federal law, to promote and enhance accessibility for disabled and/or older residents. All rental units will be affordable to low and very-low income households through income and rent restrictions. The 30-unit condo building will include modest one- and two-bedroom condos ranging from approximately 475 to 600 square feet. The small size of the units will assure accessible prices in perpetuity. Twenty-four of the thirty condos will be priced to be affordable to households of moderate income (120% AMI), and 6 condo units will be sold at market rate. Details of affordability, including rent, income and condo price determination, is described further in the Occupancy and Management Plan section. The 10 single family homes will be made up of 950 sf single family home with 450 sf garage and 450 sf accessory dwelling unit. BrightBuilt Home will provide homes with efficient envelopes, net zero design, sustainable materials and a GREEN construction and delivery method where materials are locally sourced and transported from a factory within 50-miles of the site. Each home will be affordable in town living for a multitude of generations. These provide income for seniors who want to age at home, middle class families, young professionals and everyone in between seeking in-town home ownership.

Lower income residents, many of them recent immigrants to this country, may receive housing assistance in order to afford their apartments. As these tenants gain greater financial stability, there will be opportunities for accessible home ownership within their same familiar neighborhood. For residents that continue to attain upward mobility, our single-family homes may present a viable option with their attached Accessory Dwelling Units (ADUs).

Lower income residents, many of them recent immigrants to this country, may receive housing assistance in order to afford their apartments. As these tenants gain greater financial stability, there will be opportunities for accessible home ownership within their same familiar neighborhood. For residents that continue to attain upward mobility, our single-family homes may present a viable option with their attached Accessory Dwelling Units (ADUs).

Avesta Housing HomeOwnership Center provides home buyer classes and free credit, financial and budgeting capabilities counseling to individuals and/or families. These services will be offered to future Douglass Yards residents whether they may be buying a condo as the entry into home ownership or may be an existing resident who has the desire

PROPOSAL (CONT.)

to transition from the rental housing into home ownership. For those individuals that meet the criteria, the home buyer classes have the added benefit of providing a \$3,500 MaineHousing Advantage grant upon completion to be used towards a down payment or closing costs.

Building and Campus Features

Avesta Housing, Jack Soley, and Hebert Construction are committed to efficient and sustainable design that supports the goals of the City, the climate control efforts at the State level, and creates a healthy living environment for residents. Both structures will be 3-story, elevator buildings that are complementary to each other and incorporate similar materials and design features. The community, including the single-family homes, will aim to embrace the aesthetic of surrounding neighborhood while remaining consistent with City's planning objectives.

The campus will include a several features that will benefit and enhance the lives of the residents and surrounding community. There will be a large community room that may be used by residents, local community groups, or organizations. The site will provide sufficient parking, bike storage and is within close proximity of a bus stop facilitating various transportation options. Perhaps most importantly, given the sites proximity to existing high-trafficked outdoor areas of recreation, the proposed landscaping will be extensive. It's our intent to create a campus that not only serves as a continuation of the existing Libbytown neighborhood aesthetics but also acts as a nature-intensive gateway to the existing fields.

The landscape for Douglass Yards recalls great urban neighborhoods by making the streets civic spaces where people are safe and welcome. These shared space streets are activated urban open spaces defined by trees, narrow travel lanes, sidewalks, on-street parking, and biodiverse plantings. By using the street as framework for redevelopment, Douglass Yards integrates architecture and site into a seamless expression of place. As with many Portland neighborhoods, Douglass Yards includes open spaces that work with the scale and pattern of development providing opportunities for community gardens, gathering areas, urban rewilding, rain gardens, and connectivity. While the new homes are thoughtfully buffered from the existing neighborhood with trees and understory plantings, the site is a crossroads. Sidewalks, shared space streets, trails, and a boardwalk create connections to Douglass Street, Dougherty Field, and Dougherty Field Path allowing people of all ages to benefit from and identify with this new neighborhood.

As responsible stewards of the environment and community, we strive to not only create equitable and diverse housing but energy and water efficient housing that exceeds code and leverages green technology. To this end, we frequently incorporate numerous design features that reduce energy and water consumption and therefore at least partially offset our developments' carbon footprint. Our most frequently utilized green design features are as follows:

- Use of recycled-content building materials that are composed of at least 25% post-consumer or post-industrial material. Such materials include gypsum board (wall and ceiling), countertops, flooring (carpeting & resilient flooring) and acoustical panel ceilings.

PROPOSAL (CONT.)

- Building materials from regional manufacturers thus reducing the carbon producing transportation process while also supporting regional and local business.
- Better insulation, in conjunction with efficient air exchange vehicles, that result in lower energy usage and better internal air quality. We therefore typically install large R-value insulation, well in excess of currently building code requirements.
- Water-conserving fixtures – i.e. toilets, showerheads, kitchen faucets, and bathroom faucets. We find that these features, in conjunction with resident educational materials, can reduce water consumption at our properties.
- High performance appliances and lighting such as energy-star rated appliances, kitchen and bathroom fans, and LED lighting in interior, exterior and common areas.
- Extensive solar array. Our goal is to provide a significant portion of the energy consumption using an on-site PV system. We are exploring the possibility of creating a Solar Power Purchase Agreement (SPPA) which would provide a discounted electricity rate to the residents of Douglass Yards. We believe that by incorporating an economically viable solar framework during the design and planning process, this project can become a model for future developments.

Our Douglass Street development would incorporate many, if not all, of these features. Part of the impetus of choosing Kaplan Thompson Architects was their reputation as leaders in the field of sustainable building design. Their Bayside Anchor development, a certified energy efficient Passive House, has become a symbol of sustainable building practices in the greater Portland metro and beyond. With the assistance of architects on the forefront of sustainability, the design of the Douglass Street buildings and campus will incorporate many of these energy efficient design elements.

Neighborhood Context

A site's history and neighborhood context should inform any new campus' layout, site, and building aesthetics. To that end we plan to incorporate streetscape features that will allow for residents and the community at large to enjoy the new campus. First, we would construct sidewalks throughout the development so that residents of the Libbytown community can easily walk through the site on their way to the playing fields. Second, we would incorporate vehicle speed reducing features to ensure that traffic entering the campus would not travel in excess of posted limits; our sidewalks would remain safe. Third, to the extent that the City of Portland is willing and able to assist, we will advocate for increased transportation options along the Douglass Street section of Congress Street. Finally, we commit to the long-term maintenance of our facilities and site improvements. We have a proven track record of ensuring that our developments remain pristine. Our direct supervision of snow removal and other landscaping activities helps us ensure that our residents and properties are well cared for even when it snows. We are committed to ensuring everyone's ability to use our sidewalks, even in the dead of winter.

As stewards of the environment and as potential neighbors to the existing Libbytown community, we are committed to ensuring the complete remediation of environmental concerns related to the site's prior uses. Therefore, we plan to remove problematic soils and materials and replace them with lush indigenous landscaping including grass and local flora. Furthermore, we recognize that remediation of the existing conditions and subsequent

PROPOSAL (CONT.)

replacement with vegetation is not enough. We must also plan for the future and the site's impact post-completion. With the future in mind, we have designed a robust stormwater system that will slow, collect, and mitigate the effects of heavy rain events. Our design will therefore ensure that the local neighborhood will not be adversely impacted by the addition of our buildings and pavement. Excess water will be directed away from the neighborhood and our buildings thus allowing our extensive landscaping and green space to thrive. It will remain intact for resident and neighborhood use for decades to come.

Project Readiness

The 30 unit condominium building is not subject to the timeframes of federal financing. Therefore, it is expected that construction could begin within nine to twelve months of selection under the RFP or approximately the summer of 2021. The timeframe between selection and construction start would only be dependent on design development and the City/State permitting processes. The condominiums would be ready for occupancy in the summer of 2022.

The 40 unit building would use MaineHousing financing which is cyclical in nature; financing would be secured within approximately one year of selection. Construction would then start approximately nine to twelve months from the date financing is secured, anticipated summer of 2022. The apartment building would be ready for occupancy in the summer of 2023.

ZONING & DENSITY - Dynamic Rental and Homeownership Campus

The parcels on Douglass Street are currently in the R-5 zone. Under this ordinance, a PRUD development would allow for a maximum of 47 units in approximately four buildings based on the per building max of 12 units and the per square foot minimum of 3000 per dwelling unit. If the site was in the R-5A zone, the maximum of 12 units per building would not apply and there could be a total of approximately 90 units based on a minimum square footage of 1600 per dwelling unit. It is our contention that the size of parcels, and their location in central Portland, just off congress street in the Libbytown Neighborhood, makes the site ideal for a higher density development. This area of congress street is within .25 miles of the Portland Transportation Center with bus and rail service to Boston and beyond. In addition, the parcels are only .4 miles from the Union Station Plaza and .5 miles from the Maine Medical Center Campus. The proximity of these parcels to transportation, retail, and healthcare services make the Douglass Street campus an ideal location for a higher density development. In addition, the Douglass street parcels are within .25 miles of the nearest R-5A zone, which allows for the higher density noted above.

The enclosed proposal details a two-building and ten single family home development with approximately 80 units and abundant greenspace for resident and neighbor recreation. This scale of development would fit within the R-5A zone and existing neighborhood aesthetic, but it is not accommodated by the existing R-5 zone. Given the presence of other three-story buildings in the area, including two existing apartment buildings at 49-53 Douglass Street, the Douglass Street Campus fits seamlessly within the neighborhood context and aesthetic. The new campus would be an extension of the existing Libbeytown Neighborhood, it would not be an aberration.

PROPOSAL (CONT.)

We contend that a PRUD development is not the highest and best use of the site given its size and central location. Given the characteristics of the site, its central location, and the limited required zoning changes for this proposal's feasibility, we request zoning relief from the City Council. The form of such relief will be at the council's discretion as either a contract zone or a zoning change to R-5A. Such relief will allow for the addition of these affordable units to the City's housing stock. Furthermore, this proposal is unique in its aim to create a pathway from sustainable renting to homeownership on a single campus; providing a variety of avenues for housing stability and long-term financial success.

Homeownership remains the primary means for the American middle class to accumulate wealth and achieve long-term financial stability. The site concept, with rental units, condominiums, and single-family homes with ADU's allows residents who start as renters to move on to condominium or homeownership. The National Low-Income Housing Coalition's 2019 "Out of Reach" dataset indicates that a renter earning the State's minimum wage of \$11.00 an hour would need to work 58 hours per week to pay for the average one-bedroom apartment (\$823 monthly rent). This "minimum hours worked" statistic would be much more pronounced in Portland where one-bedroom apartments are frequently rented at \$1400 and two-bedroom units often reach \$1800-\$2000. Portland's rental landscape not only makes it difficult to live paycheck-to-paycheck, but the market makes it nearly impossible for low-income Mainers to save for a home. This predicament, the inability of Portland renters to save for an affordable home, is what we hope to resolve with this campus. A renter will enter the campus and pay rent that is below the Portland market standard. The resident can then remain in their unit as their savings and income increase preparing them to eventually buy one of the single family homes with ADU's on site.

ATTACHMENTS

Please see the following pages for:

- Site Plan and Project Renderings
- BrightBuilt Home Information & Energy Comparisons
- BrightBuilt Home Portfolio Photos

30 UNIT 3-STORY BUILDING
24 UNITS SOLD AT 120% AMI & MARKET RATE UNITS

40 UNIT 3-STORY BUILDING
AT OR BELOW 60% AMI

SITE PLAN





NET ZERO ENERGY HOMES

BRIGHTBUILT

●●●HOME



"The team at BrightBuilt turned my desire for a greener way of life into a national award-winning showcase for sustainable building. They far exceeded my expectations, and were a constant pleasure to work with."

—Keith Collins, Owner - BrightBuilt Barn

BRIGHTBUILT HOMES ARE BETTER BECAUSE...

- they are very **cozy and comfortable**;
- they are **sunnier, warmer, and quieter**;
- they can have **the same monthly cost** as traditional homes;
- they require **less maintenance**;
- they are **healthier** for you and your family;
- they are **energy efficient**; and
- they can **cut your utility bills in half...** or eliminate them entirely with our **Net Zero** option.

WHAT MAKES BRIGHTBUILT A HIGH-PERFORMANCE HOME?

- **Bigger, Better Windows.** They are specially engineered to capture the sun's heat without letting it escape, brightening and heating the house.
- **No Furnace.** Furnaces break down, chug oil, and leave you vulnerable to the unpredictability of changing fuel costs. BrightBuilt Homes feature triple-efficient heat pumps instead, which provide A/C as an added bonus.
- **Twice the Insulation.** This keeps you warmer in the winter and cooler in the summer.
- **Draft-Free, Toxin-Free, Leak-Tested.** Fresh, clean air is circulated year-round and safe, non-toxic materials are used throughout.
- **Efficient, High-Quality.** BrightBuilt Homes are precision-engineered and constructed primarily off-site to increase quality, efficiency, speed, and to extend the building season in colder climates.
- **Durable & Quiet.** Superior wall construction is nearly twice as thick as that of a traditional home, significantly reducing noise from outside.

WHICH BRIGHTBUILT IS THE BEST FIT?

3 LEVELS OF CUSTOMIZATION

READY HOME

One of our standard, high-performance home designs, with a simplified selection process and a speedier timeline.

CHOICE HOME

Our high-performance home with an option to customize windows, walls, porches, even whole room sizes & locations, to fit your unique building site and lifestyle.

CUSTOM HOME

A high performance home that uses the BrightBuilt construction system, but has a completely unique design — or we can adapt your existing design to the BrightBuilt system.

	READY HOME	CHOICE HOME	CUSTOM HOME
CUSTOMIZATION AVAILABLE	A LITTLE	A LOT	ALL OF IT!

12 CHOICE HOME & READY HOME STYLES TO CHOOSE FROM



ENERGY SPECIFICATION COMPARISONS

		CONVENTIONALLY BUILT HOME	BRIGHTBUILT HOME WITH SOLAR
WINDOWS	MANUFACTURERS	ANDERSEN OR JELD-WEN (TYP)	PARADIGM, MATHEWS BROTHERS, LOGIC
	R-VALUES	R-2.8 TO 3.7	R-4.8 TO R-5.6
INSULATION R-VALUES	FOUNDATION SUB-SLAB	R-10	R-20
	FOUNDATION WALLS	R-10 TO 19	R-20
	EXTERIOR WALLS	R-19	R-40
	ROOF	R-38 TO 49	R-60
INSULATION TYPE		FIBERGLASS	CELLULOSE AND RIGID FOAM
HEATING		OIL OR GAS FURNACE	ZERO FOSSIL FUEL MINI-SPLITS
COOLING		NONE	INCLUDED WITH MINI-SPLITS
FILTERED FRESH AIR EXCHANGE		NONE	ERV FRESH AIR SYSTEM
OPTION FOR WOOD STOVE		YES	YES
SOURCE OF ENERGY		UTILITY COMPANIES	ON-HOME SOLAR



The background of the slide is a dark, blue-tinted photograph of a construction site. A large tower crane is visible on the right side, and the skeletal steel framework of a multi-story building is in the center. The overall tone is industrial and professional.

05

FINANCIAL FEASIBILITY

LAND ACQUISITION & PURCHASE PRICE
SOURCES & BUDGETS

FINANCIAL FEASIBILITY

LAND ACQUISITION AND PURCHASE PRICE

In an effort to determine a fair purchase price for the parcels at 43 and 91 Douglass St., we commissioned Malone Commercial Brokers to present us with a Broker Opinion of Value (BOV) to use as a guideline (attached). The parcels are very attractive given their proximity to City athletic fields as well as a commercial center and transportation hub. However, there are also well documented environmental issues with the site that must be addressed before a residential development could take place. In addition, the current zoning allows for a maximum of forty-seven units in the form of single family, two family, and Planned Residential Urban Developments (PRUDs). These types of projects are typically more costly to build and therefore more expensive to the consumer than larger multi-tenanted building. Our goal is to offer housing across the socioeconomic strata, with a strong emphasis on entry level home ownership and subsidized housing.

Based on the current zoning, the maximum build-out of forty-seven units at a land cost of \$10,000 per unit, Malone Commercial Brokers estimates the value of the property (before discounting due to environmental issues) to be \$470,000. Though a Phase 2 Environmental Study has been completed, the full extent of present issues and the cost of their remediation will not be fully known until a comprehensive survey of the site is complete. It is our professional opinion that given the current lack of affordable housing in the City of Portland, we feel that the highest and best use of the parcel is for a denser development. With zoning changes to reflect this density, and a discount to address the environmental expenses, we feel that the land has a value of \$575,000.

FINANCIAL FEASIBILITY (CONT.)

SOURCES AND BUDGETS

30-UNIT CONDO DEVELOPMENT

Sources:		Budgets:	
Investor Equity	1,035,491	Construction	5,224,760
Bank Financing	5,867,782	Soft Costs	261,238
		Financing	129,350
		Closing Costs	121,950
		Acquisition	215,625
		Permits & Fees	575,350
		Fees & Reserves	375,000
Total	\$6,903,273	Total	\$6,903,273

1. Investor Equity

Owners, Jack Soley and Tim Hebert will be investing the first 15% of the project costs as equity into the project.

2. Construction Loan

Jack & Tim will seek a construction loan from Norway Savings Bank. Norway Savings has a strong and established relationship with both Jack and Tim. Norway has partnered with Jack individually as the lender on another workforce housing development in addition to many other commercial lending situations. Norway has partnered with Tim Hebert in both business relationships and lending. Furthermore, Hebert Construction has partnered with Norway to build most of their newer facilities in Central and Southern Maine. Norway Savings Bank will issue a commitment upon review of the final underwriting.

FINANCIAL FEASIBILITY

SOURCES AND BUDGETS (CONT.)

10 SINGLE-FAMILY HOMES W/ ADU DEVELOPMENT

Sources:		Budgets:	
Investor Equity	756,623	Construction	4,387,500
Bank Financing	4,287,527	Soft Costs	105,650
		Financing	60,000
		Closing Costs	52,750
		Acquisition	71,875
		Permits & Fees	145,875
		Fees & Reserves	220,500
Total	\$5,044,150	Total	\$5,044,150

The 10 Single-family home development will be funded via the following sources:

1. Investor Equity

Owners, Jack Soley and Tim Hebert will be investing the first 15% of the project costs as equity into the project.

2. Construction Loan

Jack & Tim will seek a construction loan from Norway Savings Bank. Norway Savings has a strong and established relationship with both Jack and Tim. Norway has partnered with Jack individually as the lender on another workforce housing development in addition to many other commercial lending situations. Norway has partnered with Tim Hebert in both business relationships and lending. Furthermore, Hebert Construction has partnered with Norway to build most of their newer facilities in Central and Southern Maine. Norway Savings Bank will issue a commitment upon review of the final underwriting.

FINANCIAL FEASIBILITY

SOURCES AND BUDGETS (CONT.)

40-UNIT LIHTC DEVELOPMENT

Sources:		Budgets:	
MaineHousing Subsidy	800,000	Construction	7,947,574
MaineHousing Debt	3,400,000	Soft Costs	1,018,100
UHTC Equity	6,830,517	Financing	430,000
		Misc. Costs	172,500
		Acquisition	287,500
		Fees & Reserves	1,174,843
Total	\$11,030,517	Total	\$11,030,517

The 40-unit development will be funded via the following sources:

1. Low-Income Housing Tax Credit Capital (LIHTC)

Avesta will generate equity through the syndication of Low-Income Housing Tax Credits ("LIHTC"). Avesta has a proven track record of successful LIHTC applications. The timing of LIHTC commitment is as follows:

- Application Submission: July 2021
- Anticipated award date: October 2021

2. MaineHousing Debt and Subsidy

As a part of our LIHTC application, we will also request permanent debt through MaineHousing and MaineHousing subsidy. Avesta is in good standing with MaineHousing and has successfully secured both of these sources for several LIHTC developments.

- Application Submission: July 2021
- Anticipated award date: October 2021

3. City of Portland Affordable Housing Tax Increment Financing (AHTIF)

Avesta will apply for affordable housing tax increment financing (AHTIF) for purpose of supporting the development of the 40-unit LIHTC funded building. This funding mechanism is critical to the financial feasibility of the affordable housing development. The AHTIF will allow Avesta to leverage \$3.4 million in MaineHousing permanent financing, approximately \$1 million more than if an AHTIF was not granted.

We will submit the AHTIF application as soon as possible or in accordance with the City's timeline for AHTIFs.

4. Construction Loan

Avesta will seek a construction loan from Norway Savings Bank. Norway Savings has a strong and established relationship with Avesta and has partnered with Avesta as the lender on other affordable housing developments. Norway Savings Bank will issue a commitment upon review of the final underwriting.

The background of the page is a dark, blue-tinted photograph of a construction site. A large tower crane is visible on the right side, and the skeletal steel framework of a multi-story building is in the center. The overall mood is industrial and modern.

06

DEVELOPMENT TIMELINE

DEVELOPMENT TIMELINE

Douglass Yards is a unique shovel-ready neighborhood development. Our development approach allows for site buffering to be implemented during the first phase of construction to soften the impacts on the existing neighborhood. Both our workforce housing condo units along with our BrightBuilt single family homes are market ready, backed by private equity and traditional bank financing. The timeline for the project allows for housing to be available within a year.

Development Timeline	Projected
Site	
RFP Submission	06/16/2020
RFP Decision	07/31/2020
Purchase & Sale	08/10/2020
Acquisition (ready to close within 45 days)	10/01/2020
Municipal Approvals	04/01/2021
30-Unit Condo & 10 Single Family Home Development	
Planning board submission	12/01/2020
100% Construction Plans	02/25/2021
Construction loan closing	03/15/2021
Construction Start	04/01/2021
Substantial Completion	12/20/2021
Occupancy	12/30/2021
40-Unit LIHTC Development	
Financing	
MaineHousing Application	08/26/2021
MaineHousing Selection	10/31/2021
Construction Loan Commitment (CLC)	11/01/2022
Permanent Loan Commitment (CLC)	11/01/2022
Other Sources Committed (CLC)	11/01/2022
Plans and Specifications	
100% Construction Plans	09/30/2022
Construction Loan Closing	11/01/2022
Construction Start	11/02/2022
Substantial Completion	12/01/2023
Completion of Construction	02/01/2024
Lease-Up	
Lease-up Begins	02/2024
Sustained 95% Occupancy	07/2024

Our affordable housing development, the 40 unit Avesta building, takes a bit longer due to MaineHousing required timelines. Our timetable accounts for these various steps required to gain approvals in a realistic and proven sequence. The overall timeline is real, our approach is simple and our team is experienced and ready.

The background of the page is a dark blue-tinted photograph of a construction site. A large tower crane is visible on the right side, and a building's steel framework is in the center. The text is overlaid on the left side of the image.

07

OCCUPANCY & MANAGEMENT PLAN

OCCUPANCY AND MANAGEMENT PLAN

Avesta Housing, Jack Soley and Hebert Development propose to build an equitable neighborhood where residents of different socio-economic status will live on a single campus. The rents and for sale price points will create housing opportunities for people ranging from below 50% of Area Median Income (“AMI”) to over 120% of AMI per federal income definitions. This approach will create a true economically diverse campus that is representative of demographics and housing need in the City of Portland.

Upon acquisition to the land parcel, the land will either be subdivided, or a land condominium will be formed. The campus will include two or three land units (“Land Unit X”) based on the development proposal selected by the City. Land Unit 1 will be owned by Avesta Housing (“Avesta”) for the purposes of developing a 40-unit affordable rental property. Land Unit 2 and Land Unit 3 will be owned by Jack Soley and Tim Hebert / Hebert Construction. The land associated with Unit 2 will be for purpose of the development of a 30-unit condominium, and Land Unit 3 will be retained for the potential development of single-family homes.

Land Unit 1 – Ownership and Affordability

The development located on Land Unit 1 will be funded by Low Income Housing Tax Credits (“LIHTC”). The LIHTC development will be owned by a single-purpose limited partnership, of which Avesta will serve as the General Partner and tax credit investors will serve as the limited partner. Avesta will also manage the property.

The 40-unit multifamily development will have long term affordability, with all of the units being restricted to households at 60% of AMI or below, and a portion may have deeper targeting restricted to 50% of AMI or below. The area median income and maximum affordable rents are governed by Internal Revenue Service LIHTC guidelines. The building will remain affordable for at least 45 years as enforced by an extended use agreement with Maine State Housing Authority. However, it is Avesta’s intent and mission to keep the building affordable and restricted to serve people of need beyond the required 45 years.

Land Unit 2 and 3 – Ownership and Affordability

Land Unit 2 will comprise a 30-unit condominium building. Twenty-four one- and two-bedroom condominiums will be sold at price points affordable to households and individuals with incomes up to 120% of AMI, based on federal income guidelines as defined by the US Department of Housing and Urban Development. The small size of these units will assure affordability in perpetuity. Using federal income guidelines creates consistency with Low Income Housing Tax Credit property also located on the site and facilitates an opportunity for households to graduate into home ownership. The remaining six modest one-bedroom condos will sell at market rate to folks looking to downsize and simplify their lives. The condominium association and building will be managed by Avesta Housing or another third-party manager.

The ten single family homes located on Land Unit 3 will be efficient in size and design to facilitate affordability as compared to other homeownership options within the City of Portland. The homes will be modest and include Accessory Dwelling Units to help buyers afford the high costs of home ownership.

08

APPENDIX

- A | PROFILE - JACK SOLEY
- B | PROFILE - HEBERT DEVELOPMENT / CONSTRUCTION
- C | PROFILE - AVESTA HOUSING
- D | PROFILE - KAPLAN THOMPSON ARCHITECTS
- E | PROFILE - MRLD LANDSCAPE ARCHITECTURE
+ URBANISM
- F | NEIGHBORHOOD SUPPORT LETTER
- G | BROKER'S OPINION OF VALUE
- H | LENDER INSTITUTION SUPPORT LETTERS

JACK SOLEY

Jack Soley is a founding partner of East Brown Cow, a real estate investment company. Jack has 31 years of experience in acquisition, development, construction, and management of commercial and residential projects. He owns individually and in partnership approximately two million square feet of commercial and hospitality space in the Portland area. For the past ten years, Jack has focused on residential real estate development including rental and home ownership.

Jack's most recent project was Parris Terraces, a twenty-three unit condominium development in the Bayside neighborhood. Built on land purchased from the City of Portland through an open RFP process, the project included twenty units sold at 120% of Area Medium Income (AMI). In order to achieve this challenging sales price point without using municipal, state or federal subsidies, the average unit size was kept below 500 square feet. Well-designed contemporary interior spaces and the inclusion of balconies created efficient and useful floor plans. Very high standards of insulation and heating and cooling by mini-split heat pumps holds ongoing costs of ownership down. ***Significantly, the small size of the units will also keep future re-sales at affordable prices, without deed restrictions.***

Jack is a former member of the Portland Planning Board. He is currently an Instructor and Trustee at the Hurricane Island Outward Bound School, a Maine Guide Examiner for the State of Maine, as well as a Board member of the Portland Museum of Art.

APPENDIX B

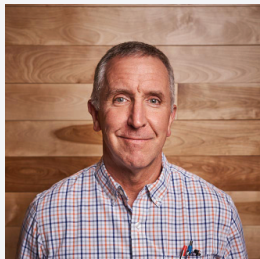
HEBERT DEVELOPMENT / HEBERT CONSTRUCTION

FOUR GENERATIONS OF LEADERSHIP & VALUE

Hebert Construction is a team of problem solvers first and foremost, and we do our best work amidst the most challenging environments and requirements. Our 4th-generation knowledge, engineering expertise, and rigorous field training lend to unrivaled forethought and upfront solutions that save every client time and money. Our unbeatable rate of repeat business and large number of multi-generational clients is a testament to the consistency of our work and our word.

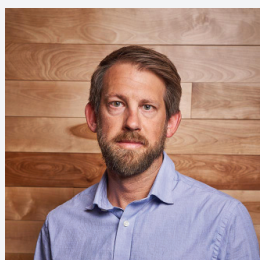
We take great pride in maintaining long-term partnerships thanks to the long-term value we bring to every project.

Current Leadership



MICHAEL HEBERT

Michael started the third generation when he joined the business in 1985 after graduating from Northeastern University. As current owner & managing member of the company, Mike personally manages many of the company's larger projects and continues to grow the company.



TIMOTHY HEBERT

Tim joined the family business in 2002 after graduating from Wentworth Institute of Technology with a degree in Civil Engineering. As a project engineer he gained extensive experience in Healthcare Construction. As an owner of the company, Tim continues the third generation propelling the business to the next level.



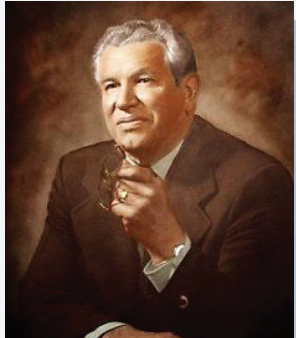
SIMON HEBERT

Simon, son of Michael, joined the family business in 2013 after graduating from Syracuse University with a degree in Civil Engineering, starting the fourth generation. Simon specializes in Healthcare, Institutional, and Commercial Construction.

APPENDIX B

HEBERT DEVELOPMENT / CONSTRUCTION (CONT.)

History



In 1943, Hebert Construction was founded by Edward Hebert of Van Buren, Maine. He began as a self-employed carpenter known simply as Edward Hebert Construction. He believed in the importance of honesty and quality services; Practices which have continued through the generations. In 1954, Richard joined his father's business. Together, they built many prominent homes throughout Lewiston and Auburn; Gaining a reputation for their quality craftsmanship. Edward's youngest son, Daniel, joined the business in 1969. While continuing to grow, the business shifted its focus from residential to commercial construction. Dan retired in June of 2015, leaving the business in the capable hands of the next generation.

WHAT MAKES US DIFFERENT

Consistency in Our Work and Our Word

Commitment to excellence is what sets us apart from other construction companies. We understand that our clients want value, quality and timely building solutions from a firm who has the expertise and experience to deliver successfully. Designing, planning, building and remodeling for over seven decades, we focus on accountability, honesty, superior customer service and delivering projects on time and on budget with maximum value.

We are passionate about what we do, and it shows through the satisfaction of our clients. We do what we say we will do. Senior management is actively involved with all our projects to ensure that our rigorous standards and customer's expectations are met or exceeded.

75 Years of Enduring Value

Value comes from accountability and ownership of each phase of the project. Quality construction not only means delivering a superior product at a competitive price but standing behind it well after the project has been completed.

APPENDIX B

HEBERT DEVELOPMENT / CONSTRUCTION (CONT.)

Unrivaled Forethought & Upfront Solutions

At Hebert Construction, we get involved in a project early. Our clients benefit from our preconstruction services and upfront planning. We establish and maintain cost-effective value engineering procedures and processes through effective and practical techniques to improve the overall performance and outcome of projects. We have a long history of saving costs, maximizing budgets and improving function through our process.

SELF-PERFORMANCE WORK

Hebert is one of the few remaining general contractors within the state of Maine to offer an in-house workforce to perform certain tasks on a job. This resource enables our clients to benefit from a more focused control on quality, cost, timeline, energy performance and safety, adding value to the project. Before Hebert self-performs any work, we collect proposals from other contractors to ensure the best value to the client and we only perform the scopes of work if we are the lowest bidder. This ensures the client is receiving the structure at the best possible price.

Hebert has the capabilities of self-performing the following trades:

- Design-Build Services
- Permitting
- Land Use Consultant
- Feasibility Studies
- Detailed Budgeting
- Project Management
- Scheduling
- Phasing
- Estimating
- Steel Erection
- Drywall
- Wood Framing
- Finish Carpentry
- Concrete
- Doors, Frames & Hardware
- Specialties

WE INTEND TO EARN YOUR BUSINESS

Hebert Construction is a full-service firm with the majority of our work negotiated. We assemble the best Architectural, Engineering, Mechanical, Electrical, Civil/Site and Land Planning Engineers. Our ability to coordinate all services in-house is a tremendous benefit to our clients. It allows us to consider multiple design build options as a tool in building consensus and improving the eventual solution.

Other services include Project Management, Conceptual Estimating, Planning, Scheduling, Value Engineering, Detail Estimating, Contractual Arrangements, Cost Control and Management through project completion.

APPENDIX B

HEBERT DEVELOPMENT / CONSTRUCTION (CONT.)

Quality Control and Assurance

- Ensure that quality of materials meets specifications
- Review the accuracy of installation and quality of workmanship
- Confirm strict adherence to program documents and specifications
- Continually adjust during the project to prevent delays
- Conduct and complete a majority of the punch list before completion
- Test systems prior to turnover to ensure complete working systems

Teamwork

Our policy is to promote openness, fairness and a spirit of teamwork as our essential elements in the administration of a successful construction team. Interaction and continued personal attention are key in developing any project. Having successfully demonstrated this need with both public and private groups, as indicated in our corporate history, we sincerely hope you select us as the Contractor for your next project.

Employment Profile

- | | |
|-------------------------------|--------------------------------|
| • Project Engineers | • Crane & Equipment Operators |
| • Construction Managers | • Draftsmen |
| • Estimators | • Accounting Department |
| • Superintendents | • Administrative Support Staff |
| • Millwork Craftsmen | • Marketing Department |
| • Skilled Carpenters | • Safety Department |
| • Certified Corian Fabricator | • Warehouse Division |

APPENDIX C AVESTA HOUSING

ORGANIZATIONAL SUMMARY

Avesta Housing, founded in 1972, is a Portland-based nonprofit organization with a mission is to improve lives and strengthen communities by promoting and providing quality affordable homes for people in need. Avesta focuses on five areas of affordable housing: advocacy, real estate development, property management, senior and assisted living, and homeownership. The organization has more than 280 employees, \$315 million in assets, and an annual budget of \$47 million.

The organization currently owns and manages nearly 100 affordable housing developments, for a total of more than 2,900 units in Maine and New Hampshire. The 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 people experiencing long-term homelessness and visually impaired, and unrestricted workforce housing. Additionally, Avesta owns and operates two assisted-living facilities. Avesta was also the first in Maine to develop projects for chronically homeless people using the Housing First model and has since completed three projects. Because of the diversity of living options provided by Avesta, we have an incredibly diverse resident population.

Avesta Housing has developed more than 130 properties and/or housing communities in Maine and New Hampshire, totaling more than 3,500 apartments and homes. These initiatives range in size from less than a dozen units to more than 125 units. Some of these properties were developed or designed in collaboration with a mission-aligned community partner, a town resident committee, or other constituents. As a result, the Avesta development team has adopted a collaborative design process to ensure the needs of all stakeholders are met.

This collaborative approach underscores the breadth of experience Avesta development staff has across various types of developments, including new construction, adaptive reuse, historic renovation, occupied rehabs, mixed-use developments, affordable homeownership, and combinations thereof. Energy-efficient design construction is a key focus of our development team. With a Passive House consultant on staff, all new construction and renovations include strategies to optimize energy efficiency. Over the course of Avesta's work in sustainable construction, the team has built award-winning Passive House and LEED-certified buildings.

One of Avesta's greatest strengths is its ability to leverage various and complex funding sources to successfully develop and rehabilitate properties. Examples of funding used in previous developments include HUD financing, RD 515 with Rental Assistance, Low Income Housing Tax Credits, Federal and State Historic Tax Credits, solar tax credits, Community Development Block Grant funding, NeighborWorks capital grants, organizational grants, HOME funds, municipal housing funds, affordable housing tax increment financing, Federal Home Loan Bank Affordable Housing Program funds, project-based vouchers, continuum of care support, community development financial institution financing, and conventional bank financing. Work across these different funding platforms and underwriting requirements demonstrate the development team's agility, creativity, and dedication to seeing an early conceptual idea through to physical completion.

An important component to Avesta Housing's development success comes from the competency of its management division, which has significant experience working with diverse populations and administering numerous affordable programs under HUD, USDA Rural Development, Low Income Housing Tax Credits, and other local, state, and federal housing programs.

AVESTA HOUSING (CONT.)

The Avesta development team collaborates closely with the property management team throughout the development process to ensure that building design is responsive to the resident and management needs. Through this collaboration, the team makes strategic decisions to ensure finished buildings are sustainable, operate efficiently, serve resident needs well, and fit in a community.

Beyond property management and development services, Avesta Housing also provides leadership and support to the Maine Affordable Housing Coalition, the state's leading housing policy advocacy organization. It is a member of NeighborWorks America and Housing Partnership Network, both of which are extensive national networks of strong and sophisticated organizations across the affordable housing industry. Through these networks, Avesta Housing maintains its commitment to high quality development and property management services that use resources efficiently and are responsive to the needs and priorities of our current and future residents and the communities in which they live.

TEAM BIOS



Dana Totman, President and CEO

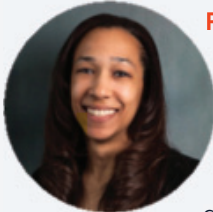
Dana Totman became the president & CEO of Avesta Housing in 2000, and his exceptional leadership and strategic guidance have led Avesta through significant growth over the past 20 years. His focus at Avesta is on developing staff leadership, cultivating partnerships and opportunities, and facilitating organizational change.

Dana has received many accolades for his influential work in affordable housing and community development, including the Catalyst Award from the Portland Regional Chamber of Commerce in 2020, induction into Maine's Business Hall of Fame by Junior Achievement of Maine in 2018, Maine State Housing Authority's Steven Mooers Affordable Housing Lifetime Achievement Award in 2017, recognition as Mainebiz's Business Leader of the Year in 2013, and the Maine Real Estate and Development Association's Robert B. Patterson, Jr. Founder's Award in 2013.

Dana was the deputy director of Maine State Housing Authority from 1994 to 2000 and was the executive director of the Coastal Economic Development Corporation from 1984 to 1994. His career has focused on nonprofit and government management and leadership, specializing in leading organizations through significant change. He has a BA in Public Management from the University of Maine and an MBA from Southern New Hampshire University. Dana attended Duke University's Government Leadership Program and completed programming with the Kennedy School of Government at Harvard University.

Dana has developed a vast network of organizational partnerships over his career. His current and past community service includes the Quality Housing Coalition (board vice chair), United Way of Greater Portland (board), 75 State Street (board), the Outdoor Sports Institute (board), Maine Real Estate and Development Association (board), Midcoast Regional Redevelopment Authority (board vice chair), Brunswick Planning Board, Federal HomeLoan Bank Advisory Council, Maine Affordable Housing Coalition (chairman), Interagency Task Force on Homelessness (chairman), Northern New England Housing Investment Fund (board), Bath Chamber of Commerce (board chair), Maine Community Action Association (president), and Midcoast Health Services (board).

AVESTA HOUSING (CONT.)



Rebecca Hatfield, Vice President of Real Estate Development and Management

Rebecca Hatfield joined Avesta Housing in 2015. She assumed her current role at Avesta in 2019 after previously serving in the positions of assets & acquisitions officer and director of real estate development. In her current role, Rebecca oversees Avesta's Real Estate Development and Property Management divisions. Her experience in this role has facilitated a deep understanding of how to balance the feasibility challenges of property development with the operational needs of property management to maintain Avesta's high standards in development and management. Prior to Avesta, Rebecca held a senior vice president position at Citigroup working in various roles within the commercial and corporate bank. She has more than a decade of experience in finance with a focus on deal structuring, underwriting, credit risk analysis, and portfolio management. Rebecca has worked with a range of clients from small businesses to multi-trillion-dollar entities and has seen a wide range of transactions. Additionally, she has extensive experience completing real estate transactions. Rebecca's previous employment also includes five years as a software and network management engineer, serving as project manager and lead developer.

Rebecca earned a BS in Computer and Information Science from University of Maryland and an MBA from University of California Los Angeles, Anderson School of Management. She is a Certified Compliance Professional (C3P) for Low Income Housing Tax Credits. She currently serves as a board member and loan committee chair for Genesis Community Loan Fund, a board member of Maine Real Estate Development Association (MEREDA), and previously served as a board member of the Maine Council on Aging.



Todd Rothstein, CHPC, Director of Construction Services

Todd Rothstein started at Avesta Housing in 2013. As the director of construction services, he is responsible for managing the construction design standards and processes for new and major-rehabilitation projects. He plays a major role in most pre-construction design and construction planning of new projects and works with the real estate development staff as an owner's representative during select construction projects. Todd also works with our Property Management division to improve energy efficiencies, purchasing and contract mechanisms, contractor warranty work, and the overall physical integrity of our properties.

Prior to joining Avesta, Todd worked for a construction management company as project manager and business development manager. Todd also worked for a commercial millwork manufacturing company, managing all facets of design, store layout, installation, and business development activities.

Todd earned a B.S. in Education from S.U.N.Y. Cortland and ROTC Certificate at Norwich University Military Academy in Northfield, VT. Todd is a Certified Passive House Consultant, and has completed OSHA training and Lead Smart Renovator training. He is a former board member of the Maine Association of Building Contractors. He is a part-time adjunct faculty member at Southern Maine Community College, teaching a portion of the Facilities Management Certification training. Todd is also a member of Efficiency Maine's Low-Income Advisory Group.

AVESTA HOUSING (CONT.)



Nate Howes, Development Officer / Project Manager

Nate Howes joined Avesta in 2019 as a development officer. Prior to Avesta, Nate worked as a multifamily underwriter and tax credit administrator for MaineHousing. At MaineHousing he oversaw projects from application to completion ensuring their financial solvency and regulatory compliance.

Nate earned a Bachelor of Arts in History from George Washington University and a Master of Science degree in International Affairs: Conflict Studies from the London School of Economics and Political Science. He is also a certified tax credit underwriter under the National Development Council's Rental Housing Development Financial Professional (RHDFP) program.



Hollie Sprague, Director of Property Management

Hollie Sprague joined Avesta Housing in 2007 after working for a community action agency for low-income families in southern Maine. As the director of property management, Hollie oversees all facets of the day-to-day operations of almost 100 properties. She brings more than 15 years of experience in the areas of resident service coordination, site management, portfolio management, building operations, and compliance. Hollie is a Certified Occupancy Specialist (COS), Low-Income Tax Credit Compliance Specialist (TaCCs) and Certified Manager of Housing (CMH). She received her Bachelor of Science in Social Work from the University of Southern Maine.

RELEVANT EXPERIENCE

Avesta's has completed several multifamily rental developments of similar size, both from a physical and financial aspect, to the proposed Douglass Street development. The projects highlighted below incorporated various components that are akin to the proposed project, including affordability, economic diversity, neighborhood integration, resident and community amenities and features, efficient design, and more.

Carleton Street



Location	Portland - West End
Units	37 (Efficiencies, 1 and 2 beds)
Income Mix	100% of units at or below 60% of AMI
Population	Individuals and Families
Cost	6,300,000
Features	Community room Bike storage
Architect	Archetype
Contractor	Benchmark Construction

Bayside Anchor



Location	Portland - Bayside East
Units	45 (Efficiencies, 1 and 2 beds)
Income Mix	80% of units at or below 60% of AMI 20% of units unrestricted
Population	Individuals and families
Cost	7,700,000
Features	Passive house Rooftop Solar Community room Bicycle storage Community Policing service hub Head Start community space
Architect	Kaplan Thompson
Contractor	Wright Ryan

409 Cumberland



Location	Portland - Bayside
Units	57 (Efficiencies, 1 and 2 Beds)
Income Mix	80% of units at or below 60% of AMI 20% of units unrestricted
Population	Individuals and families
Cost	11,100,000
Features	Rooftop gardens Multi-use classroom space Community kitchen Community room Bicycle storage
Architect	CWS
Contractor	Wright Ryan

Oak Street Lofts



Location	Portland - Bayside
Units	37 (Efficiencies)
Income Mix	100% of units at or below 60% of AMI
Population	Individuals and families
Cost	6,300,000
Features	Community room/Art Space Covered parking Roof top solar LEED Platinum
Architect	CWS
Contractor	Wright Ryan

Pearl Place I and II



Location	Portland - Bayside
Units	Phase I: 60 (1, 2, and 3 beds) Phase II: 54 (1, 2, and 3 beds)
Income Mix	100% of units at or below 60% of AMI
Population	Individuals and families
Cost	Phase I: 12,900,000; Phase II: \$12,900,000
Features	Community room Covered parking LEED Gold / Platinum
Architect	Phase I: Winton Scott; Phase II: PDT
Contractor	Phase I: Ledgewood; Phase II: Wright Ryan

Deering Place (under construction)



Location	Portland - Parkside
Units	75 (Efficiencies, 1, 2 and 3 beds)
Income Mix	60% of units at or below 60% of AMI 40% of units unrestricted
Population	Individuals and families
Cost	16,200,000
Features	Community room Community policing hub Covered parking Bike storage
Architect	Archetype
Contractor	Zachau Construction

West End Apartments – Phase I (*under construction*)



Location	South Portland
Units	64 (Efficiencies, 1, 2 and 3 beds)
Income Mix	80% of units at or below 60% of AMI 20% of units unrestricted
Population	Individuals and families
Cost	15,500,000
Features	Community room Bike storage Outdoor plaza Ground floor retail Covered parking
Architect	Kaplan Thompson
Contractor	Allied Cook

Blake and Pine (*pre-construction*)



Location	Lewiston
Units	35 (1, 2, and 3 beds)
Income Mix	80% of units at or below 60% of AMI 20% of units unrestricted
Population	Individuals and families
Cost	8,400,000
Features	Community room Covered parking Outdoor Patio Bike storage
Architect	Platz Associates
Contractor	Hebert Construction

Firm Profile



Philosophy

Kaplan Thompson Architects is dedicated to helping interesting people bring their challenging projects to life. Our company mission is to responsibly design buildings that inspire meaningful connections, put people and the environment first, and make the world a better place. We hope it is visible in all the work that we help create, with a wide range of budgets, project types and locations, and an opportunity for creative solutions.

We work on a wide range of project types: new homes, renovations, multi-family buildings of all scales, restaurants, and schools. We pride ourselves in the technical practice of planning buildings and are dedicated to high quality in all aspects of design. Our dedication to high-performance building enclosures is one of the factors that has led to our reputation as one of the leading green architecture studios in the northeast.

We believe in “The Not So Big Ego,” a departure from architect as sole, independent creator of another’s space. This attitude is fostered by close collaboration with our clients to craft a design process where we together discover the wants, needs, and personalities of both the building site and the client. This insight from all members of the design team allows everyone to work together one step at a time and to ensure that client goals are met.

Our style is to carefully listen to, assimilate, and interpret our clients’ comments, and then to build ideas and concepts from that process, revealing a building both innovative and familiar. This process depends on frequent communication and early teamwork, often with builders at the table, and assures the best chance of meeting budgets. Designing a new space, or renovating an existing one should be a fulfilling experience.

Studio

Our studio is located on the top floor of an historic brick warehouse at the top of Portland’s Old Port. We have brought as much of the natural Maine landscape into our workspace as possible, from beach rocks within translucent walls, to a rippling galvanized steel ribbon tack space covered in our sketches.

We move easily between hand sketching and digital tools and have the capacity to create 3D printed models, animated walkthroughs, and sophisticated renderings. We commonly work remotely with clients using web meeting software, which allows full immersion in your building from any web browser regardless of location.

We work in a collaborative manner, sharing conversation, technical innovations, and design ideas in a free-flowing, energetic, and creative environment. Our careful drawings and accurate construction documents build on this atmosphere to bring your project to life.

Firm Details

Kaplan Thompson Architects was established by Phil Kaplan and Jesse Thompson as an LLC partnership in Maine in 2007. The company currently has twelve employees and was the first in Maine to acquire a JUST Label to demonstrate our commitment to social equity.

Awards and Press

Our work has been featured in the New York Times, Washington Post, Boston Globe, USA Today, NPR, France 24, HGTV, and MPBN as well as books, countless websites, and national, New England and Maine based publications.

Phil Kaplan

Principal, AIA, LEED AP

Phil was raised in a household of designers and creative thinkers, and he remembers being transfixed by a set of wooden blocks he received from his parents as a child. Since then, he's been dreaming in three dimensions, and his ideas draw from background in psychology, physics, geography, music, language, math, and literature. Phil talks fast and thinks even faster, and he gets his energy from asking questions, especially "what if?" He's a natural extrovert, and his passion is for designing spaces that truly match the needs, goals, and real lives of our clients.

Born and raised in Baltimore, Phil attended Boston University, received his B.Arch. (with a Psychology Minor) from Carnegie Mellon University in Pittsburgh in 1991, and moved to Maine in 1997. He is a Maine, Massachusetts, and New Hampshire Licensed Architect, a member of the AIA, and a LEED Accredited Professional. He's given talks about his firm's work and sustainability efforts throughout the Northeast and has served as an exhibition juror, guest critic, and Adjunct Professor. He was a founder, in 2006, of The Portland Society for Architecture (PSA), a local design advocacy group. He currently serves as Board Chair of the Northeast Sustainable Energy Association, which helps high-performance and energy efficiency professionals improve their practices through collaboration and learning throughout New England and beyond, and has served on local boards in his current hometown of Falmouth, Maine as well. His podcast, Green Architects' Lounge, is featured on the Green Building Advisor website.

He has been lead designer on multiple AIA, PSA, and LEED Award winning projects since 2003.

Phil is a big believer in a foundational concept at Kaplan Thompson Architects: the "Not So Big Ego." His work in the community seeks to demystify the process of working with architects and to make great design accessible and attainable for more people, including the PSA's "10-Minute Architect" program, which provides free services to the community.

He lives with his wife, Masey, his 2 sons, Owen and Satchel, and his niece, Lee.

RELEVANT PROJECTS:

Project Architect - Friends School of Portland, Phases 1 and 2

Project Architect - Maine Coast Waldorf School



Jesse Thompson

Principal, AIA, LEED AP, CPHC

Effecting social change both through his work and through community outreach, Jesse has become a national leader in building science and green design. Jesse is increasingly seen as an award-winning architect who is knowledgeable not just in the craft and details of the profession but who also has a deep holistic understanding of construction on the macro and micro level.

Jesse Thompson received his B.Arch from the University of Oregon in 1996. He is a Maine Licensed Architect (NCARB), a member of the AIA (The American Institute of Architects), a LEED (Leadership in Energy and Environmental Design) Accredited Professional and the first architect in northern New England to become a Certified Passive House Consultant. He also holds registrations in Virginia & Maryland. He was lead designer on three Maine AIA Award winning projects in 2012 and was recognized by MaineToday Media as one of its Forty Under 40 award recipients in 2011. Jesse was honored when his project, Flying Point, was selected as Fine Homebuilding's 2013 "Energy Smart Home of the Year." and by the USGBC for their LEED for Homes Best Single Family Home of 2014.

Jesse serves on the Board of Directors of the Maine Chapter of the American Institute of Architects and Co-chairs the Advocacy Committee of the Portland Society of Architects (PSA). He recently served on the steering committee for the PSA Symposium, "Rising Tides," a critical look at how the issues of climate change and rising sea levels will affect the city of Portland, which brought local and national experts on this topic together with concerned citizens in Maine.

Jesse's portfolio straddles the residential and commercial worlds, and has a deep knowledge of modern construction types and project planning. These projects have ranged from designing intimate residential additions to managing multi-million dollar construction projects. Jesse is Kaplan Thompson's director of technical and digital practices, maintaining our leadership in energy efficient construction techniques, software adoption, and digital construction management.

Jesse grew up in the Northeast Kingdom of Vermont, and lives in the Deering Center neighborhood of Portland with his family.

RELEVANT PROJECTS:

Project Architect - The Ecology School

Project Architect - Bayside Anchor



MRLD Landscape Architecture + Urbanism

APPENDIX E

MRLD LANDSCAPE ARCHITECTURE + URBANISM

Mitchell Rasor | Principal : RLA (ME & MA), CLARB

Mitchell Rasor has over 20 years of experience with landscape architecture and urban design, with a focus on integrating economic development with housing to create vibrant urban neighborhoods. He founded Rasor in 2000. Mitchell has been honored by numerous organizations including the Maine Association of Planners (seven times), The AIA, The ASLA, The National Association of Homebuilders, MaineBiz, MoMa/PS1, GrowSmart Maine, The Architect's Newspaper, and the Congress for the New Urbanism.

Select Projects

- 3 Lincoln Street (MERC site), Biddeford, ME
- 89 Main, Orono, ME
- Bayside Transportation and Urban Design Study, Portland, ME
- Beggar's Wharf, Rockland, ME
- Blake & Pine, Lewiston, ME
- Broadturn Workforce Housing, Scarborough, ME
- Downtown / Waterfront Master Plan, Belfast, ME
- DPW Site Redevelopment Study, Portland, ME
- Eastside Mixed-Use Waterfront Park, Boothbay Harbor, Maine
- Eastern Waterfront Study and Guidelines, Portland, ME
- Front Street and Harbor Village Master Plan, Belfast, ME
- HUD Infill Housing Studies for Gray, Steep Falls, and India Street
- Kimball Court, Portland, ME
- Kittery Foreside Neighborhood Plan, Kittery, ME
- Main Street Gateway TOD, Westbrook, ME
- Martel School Housing, Lewiston, ME
- Minot Avenue, Lewiston, ME
- Park Street & East Campus Housing, Orono, ME
- Parris Terraces, Portland, ME
- Reclaiming Franklin Street, Portland, ME
- The Riverway, New Auburn, ME
- Sheridan Heights, Portland, ME
- South End Neighborhood Plan, Bath, ME
- South Street Village TOD, Biddeford, ME
- Thorndike Block, Rockland, ME
- Topsham Crossing Great American Neighborhood, Topsham, ME
- Topsham Main Street Village Master Plan, Topsham, ME
- Vinalhaven Main Street Resiliency Planning and Design, Vinalhaven, ME
- Waterfront Area Redevelopment Plan and Street Design, Rockland, ME
- West Commercial Street Multi-Modal Corridor Study, Portland, ME
- Westbrook Downtown Pedestrian Study, Westbrook, ME

Education

- Harvard University Graduate School of Design, Cambridge, MA: Masters in Landscape

Architecture

- Oberlin College, Oberlin, OH: BA English/Environmental Art



- Strongly supports the commitment to *ethnic diversity* and the possibility of thereof (such as ESL training)
- Strongly support quality *community space* that is open and accessible
- Strongly support this projects commitment to *sustainability* especially the solar arrays, passive house standards and *tree & shrub* planting
- Support the commitment to *active transport* and the integration of transit, limited parking, and commitment to traffic demand management
- Strongly support community *garden/food forest*

The following items are community priorities in design and amenities that may be part of the program but that we did not see as explicit in this proposal. We believe that a strong commitment to the following would make the project better:

- Implementations of the recommendations of the Libbytown traffic study
- Acknowledgement of the history of the site in terms of project name and building materials (e.g., the site sits on or near a former brick foundry)
- Streetscape and Bicycle/Pedestrian improvements along Congress Street
- Public transit (such as trolley cars) on Congress Street, car share and other reductions to parking; secure and covered bicycle parking
- Stormwater design
- Environmental mitigation of the site
- ADA access within the site to community spaces in winter months

Overall we **recommend** this proposal for its commitment to neighborhood design improvements and amenities.

The Libbytown Neighborhood is grateful for your consideration of this proposal.

Sincerely,
Maureen Morse
Chair



June 11, 2020

Honorable Mayor and Councilors:

The Libbytown Neighborhood Association held a special meeting to consider the *Phoenix Fields* proposal for the redevelopment of 43 & 91 Douglass Street, aka, the old West School site. The meeting was well attended after a robust discussion, we are pleased to express support for this proposal. Please factor these recommendations into your consideration of *Design and Amenities* as specified in the *Impact on the Surrounding Neighborhood* section of the RFP score sheet.

With respect to design, the LNA supports projects of quality and distinction which may serve as a neighborhood landmark. Given that the existing fabric and architecture lacks a singular quality, the association would like to see something architecturally notable. Furthermore, the Libbytown Neighborhood is somewhat diverse socio-economically with a prevalence of low to moderate income. The Libbytown Neighborhood Association is strongly supportive of new housing particularly mixed income projects with a focus on low and middle income.

In terms of this projects' design program, we:

- Strongly support this project's *use of site and integration with park amenities*
- *Modest concern* this project's interaction with adjacent structures and would advocate for the largest possible set back buffers from adjacent properties on Douglass Street

The area is underserved as it lacks a school, community space, a vibrant commercial corridor, bus shelters, and other staples of urban life. As such, in terms of amenities we:

- Strongly support the overall commitment to *housing affordability* especially the commitment to mixed incomes and to low to moderate income housing

BROKER OPINION OF VALUE

43 - 91 DOUGLASS STREET, PORTLAND



Appendix G



43 - 91 DOUGLASS STREET, PORTLAND

Prepared for

Jack Soley and Tim Hebert

5.29.2020

Note: This opinion was prepared solely for you, the client, its purpose and function stated in this report and is not intended for subsequent use. It was not prepared by a licensed or certified appraiser and may not comply with the appraisal standards of the Uniform Standards of Professional Appraisal Practice.



PETER HARRINGTON

BROKER

207.772.0088 D • 207.318.8888 C

peter@malonecb.com

MALONE COMMERCIAL BROKERS

5 Moulton Street • Suite 3

Portland, ME 04101

207.772.2422 • malonecb.com

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May 29, 2020

Jack Soley
Tim Hebert
Dana Totman
Rebecca Hatfield

Dear Jack, Tim, Dana and Rebecca:

Thank you for the opportunity to present this Opinion of Value for the parcels on Douglass Street. At your request, I have reviewed the property to determine its' market value. This opinion is based primarily upon my market experience and professional judgement of the Subject Property's superiority and/or inferiority of various property specific features as well as the location as compared to similar Property types within Greater Portland.

Please let me know if you have any questions. Thank you.

Sincerely,

Peter Harrington
Malone Commercial Brokers

Appendix G

PROPERTY OVERVIEW

For the purpose of this Broker Opinion of Value (BOV), I am using general dimensions of 0.3981 AC for 43 Douglass Street and an estiated 2.85 AC of the 91 Douglass Street lot. I am also using the existing R-5 zone requirements, which will allow about 47 units.

The goal of the City of Portland in selling these lots is to provide housing opportunities. All units must be affordable to households earning 60% to 120% of the Area Median Income (AMI). Currently, 60% AMI for a family of four is \$55,800 and 120% AMI for a family of four is \$111,600. Restrictions of units must be in place for a minimum of 30 years for home ownership units and the longest period allowed by law for rental units.

On another note, my BOV does not take into account any environmental issues related to the site, as the cost to deal with existing environmental issues is currently unknown.

It was very difficult to find comparables for this location. The majority of land sales in Portland in the past few years has been for development of hotels, higher-end condos and other market rate housing, and other commercial uses. Furthermore the Douglass site is a unique location.

The site, the former site of a school, is located at the end of a public park and behind some single family homes. The site is also close to I-295 and it's Congress Street off ramp.

I do think the site does have some great positives going for it however. The park is really nice and and highly utilized, with a pool, skate park, baseball, softball and soccer fields. Douglass Street is close to Congress Street and Brighton Avenue. It's also located close to both the train and bus station.

Appendix G

There are a great number of retail stores and food establishments within walking distance, including a CVS and a Shaw's.

As I mentioned, there weren't a great number of close comparables based on lot size and location. I used three, 100 Parris Street, 60 Parris Street and 450 Clarks Pond Parkway in South Portland.

COMPARABLES

100 Parris Street is a small 0.22 AC urban site. The property is being built currently into a six story apartment building with a 5,360 SF commercial unit on the first floor. The lot sold for \$233,700 plus the lot owner gets to buy the first floor for a pre-determined favorable price. The per unit cost for this project is \$4,582/unit.

60 Parris Street was a city owned 0.23 AC lot. This sale was part of Portland's move to sell off the former public works sites in the Bayside area. The City wanted housing in this area, it was one of the goals they hoped to achieve in selling. This site sold for \$175,000 in 2018. The developer developed work force condos, without any public, financing or other incentive. The sale price per unit was \$7,291.66. The result was a beautiful building with small efficient units that sold quickly to work force owners.

450 Clark's Pond Parkway in South Portland was a sale of a vacant land parcel, originally marketed as a hotel site in the Maine Mall neighborhood. This site closed after the purchaser secured full approvals. For 256 market rate units in four six-story buildings. The 7.9 AC site sold in June 2018 for 1.6Million, or \$6,250/unit. This site wound up being included in an opportunity zone and the developer sold the site to URS Capital for significantly more.

The per unit price range I used was between \$4,582 for the six-story Parris building to \$7,291 for 56 Parris Street. From my research, I found that the sweet spot for developing affordable housing is between \$5,000 to around \$10,000/unit. I believe that the Douglass Street lots are worth about \$10,000 per unit. Currently at about 47 units, this would value the site at about \$470,000.

COMPARABLE PROPERTY ONE

450 CLARK'S POND PARKWAY, SOUTH PORTLAND



Appendix G



Property	450 Clark's Pond Parkway, South Portland
Lot Size	7.5 ACRES
Sale Price	\$1,600,000 \$213,333/AC 256 units (in four and six story buildings) = \$62,250/unit
Sale Date	June 2018
Notes	This was a sale of a vacant land parcel in the Maine Mall neighborhood. The property sold after the purchaser secured full approvals from the City for 256 market rate units. The property is in an opportunity zone and resold for significantly more.

COMPARABLE PROPERTY TWO

60 PARRIS STREET, PORTLAND



Appendix G



Property	60 Parris Street, Portland
Lot Size	0.23 ACRES
Sale Price	\$175,000 24 units/condos = \$7,291.66/unit
Sale Date	April 6, 2018
Notes	This lot was owned by the City of Portland. The developer built 24 affordable condo units without public financing and made sure they sold as “work force” units.

COMPARABLE PROPERTY THREE

100 PARRIS STREET, PORTLAND



Appendix G



Property 100 Parris Street, Portland

Lot Size 0.2217 ACRES

Sale Price \$233,700 - \$1,054,127/ACRE

51 units = \$4,582/unit

Sale Date August 2019

Notes This is an apartment building with the ground floor unit condo to be sold to the land owner for a pre-determined price based upon a specific formula.



May 18, 2020

City of Portland, Maine
Planning Department
389 Congress Street
Portland, ME 04101

Re: City of Portland RFP for 43 & 91 Douglass Street, Portland, ME

To Whom It May Concern:

This letter is to verify for the City of Portland Planning Department that, based on our understanding of the project, Norway Savings Bank believes that James J. "Jack" Soley and Timothy R. Hebert and their various business entities are financially capable of taking on the proposed project at 43 & 91 Douglass Street, Portland, ME.

While this letter is in no way to be construed as a commitment to lend funds, Jack Soley and Tim Hebert have been customers of Norway Savings Bank since 2008 and 2013 respectively. We have worked successfully with both customers on similar projects in the past and believe they have the financial capacity, management skills, and marketing finesse to successfully develop this site and complete the project.

I hope this letter meets your needs and expectations, but should you require any additional information please don't hesitate to email me at rflagg@norwaysavingsbank.com or call me at (207) 482-7902.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Flagg", is written over a horizontal line.

Richard R. Flagg
Regional Vice President, Commercial Lending



May 18, 2020

City of Portland, Maine
Planning Department
389 Congress Street
Portland, ME 04101

Re: City of Portland RFP for 43 & 91 Douglass Street, Portland, ME

To Whom It May Concern:

This letter is to verify for the City of Portland Planning Department that, based on our understanding of the project, Norway Savings Bank believes that Avesta Housing Development Corporation is financially capable of developing and managing the proposed project at 43 & 91 Douglass Street, Portland, ME.

While this letter is not a commitment to lend, Avesta Housing Development Corporation has been a customer of Norway Savings Bank for over 5 years. We have worked successfully with them on similar projects in the past and believe they have the financial capacity, and management skills to develop this site and complete the project.

With permission from our client, I am happy to provide additional information you may require. I can be reached at hpepin@norwaysavingsbank.com or call me at (207) 284-8355.

Norway Savings Bank looks forward to working with Avesta as this project moves forward in the development process.

Sincerely,

Holly Pepin JR

Holly Pepin
Vice President, Commercial Lending

HP/tbm



PROPOSAL**NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED**

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered N/A
If Applicable

COMPANY NAME: Avesta Housing Development Corporation
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE:  DATE: 6-9-20
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Dana Totman, President & CEO

ADDRESS: 307 Cumberland Avenue, Portland ME 04101

TELEPHONE: 207-232-1021 E-MAIL: nhowes@avestahousing.org

FEDERAL TAX ID #: 01-0315296 DUNS #: 071749287

STATE OF INCORPORATION Maine
(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☒ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☒ Yes ☐ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

PROPOSAL**NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED**

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

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The proposer acknowledges the receipt of Addenda numbered N/A
If Applicable

COMPANY NAME: Hebert Development, LLC
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE:  DATE: 06/12/2020
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Timothy Hebert | Owner

ADDRESS: 62 India Street, Suite A, Portland, ME 04101

TELEPHONE: (207) 783-2091 E-MAIL: thebert@hebertconstruction.com

FEDERAL TAX ID #: 45-2653836 DUNS #: N/A

STATE OF INCORPORATION Maine

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☒ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☒ No

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The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: HORTON LLC
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: 6/10/20
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: JACK SOLEY

ADDRESS: 100 COMMERCIAL ST., PORTLAND, ME.

TELEPHONE: 207-808-4714 E-MAIL: jsdyeast@maine.com

FEDERAL TAX ID #: 83-0733364 DUNS #: _____

STATE OF INCORPORATION MAINE

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☒ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☒ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

Douglas Yards: 40 Unit Rental Housing Soley, Hebert & Avesta Proposal 43 & 91 Douglass Street		
Efficiency (7)	at or below 60% area median income	2
	at or below 50% area median income	5
	Market Rate	0
One-bedroom (13)	at or below 60% area median income	4
	at or below 50% area median income	9
	Market Rate	0
two-bedroom (12)	at or below 60% area median income	7
	at or below 50% area median income	5
	Market Rate	0
three-bedroom (8)	at or below 60% area median income	3
	at or below 50% area median income	5
	Market Rate	0
Total	at or below 60% area median income	16
Total	at or below 50% area median income	24
Total	Market Rate	0
Total Units		40

Douglas Yards: 30 Unit Condominium Soley, Hebert & Avesta Proposal 43 & 91 Douglass Street		
One-bedroom (24)	at or below 120% area median income	24
	Market Rate	0
two-bedroom (6)	at or below 120% area median income	0
	Market Rate	6
Total	at or below 120% area median income	24
Total	Market Rate	6
Total Units		30

Douglas Yards: 10 Single Family Homes Soley, Hebert & Avesta Proposal 43 & 91 Douglass Street		
Single Family Homes (10)	Market Rate	10

Douglas Yards: 10 Accessory Dwelling Units Soley, Hebert & Avesta Proposal 43 & 91 Douglass Street		
Accessory Dwelling Units (10)		10

43 and 91 Douglass Street

A. Developer

RFP#20067

Nathan Szanton
482 Congress, Suite 203
Portland, ME 04101
nszanton@szantoncompany.com
Phone: 207-871-9811
Fax: 207-245-6442

Alternative Contact:
Carl Szanton
cszanton@szantoncompany.com
Phone: 207-712-6191

B. Douglass Commons Proposal

Imagine a neighborhood that has gardens, courtyards, and green alleys where children of diverse backgrounds play and ride their bikes. Where adults chat about how to manage the grounds, while gardening in raised beds. Where in winter, a single mom and a retiree can share a cup of coffee in a warm, plant-filled space, while watching kids on the snowy playground outside. A neighborhood where retirees, immigrant families, and single parents have the option to rent or own their home, at an affordable cost, and share outdoor gardens and play space.

Douglass Commons aims to be that neighborhood, by building a mix of affordable apartments and Limited Equity Ownership homes on the former West School Site in the Libbytown Neighborhood of Portland, Maine. We hope that our vision will become a replicable model of diversity, equity, cooperation, and community throughout the city and region.

Proposed Use to Achieve the City of Portland's Goals: Market Demand (20 Points)

85% of homes will be priced to be affordable for households earning between 60%-100% of Area Median Income (AMI). Affordability restrictions on Limited Equity Co-op units will be permanent, and for the Apartments, the longest period allowed by law, secured by covenants.

Economic Diversity (10 Points) Douglass Street Commons provides housing options which promote economic diversity in the neighborhood by creating a mixed-income community with long-term affordability in both the Apartments and Co-op homes.

	LIHTC Apartments		Co-op Ownership		Apartments + Co-op	
Income Level: % of Area Median Income (AMI)	Homes	%	Homes	%	Homes	%
50% AMI	16	29%	0	0%	16	15%
60% AMI	24	43%	14	27%	38	35%
80% AMI	0	0%	17	33%	17	16%
Market Rate	16	29%	0	0%	16	15%
100% AMI	0	0%	21	40%	21	19%
Total	56	100%	52	100%	108	100%
Total homes between 60-100% AMI					92	85%

Age Inclusive (10 Points) Both the Co-op and Apartments provide housing which is age-inclusive. There will be large homes and play space for families with children, and small homes, social rooms, and gardens for adults of all ages. Cooperative ownership, shared spaces, and management of co-op by the Cooperative Development Institute will help cultivate community cohesion. We estimate 250 new residents, including 100 children.

Impact on Surrounding Neighborhood: Project Design (15 points)

Our proposal is consistent with the existing pattern, scale, massing, and materials of the surrounding neighborhood. The 3.24 acre site is a vacant lot bounded by playing fields, a site for a future playground, single family and multifamily homes, and a highway ramp. We hosted two design charrettes with both existing neighbors and future residents, and won support from the neighborhood association for our design. Douglass Commons will improve the neighborhood by:

- Creating green space and pathways, connecting transit, trails, and sidewalks that are welcoming to existing neighbors, bikers, pedestrians, and children.
- Facing new homes towards the future Douglass Street playground, fields, and skate park, will make them safer for neighborhood children.
- Replacing the road behind the existing homes on Douglass Street with trees.
- Placing new two-story homes near existing homes and larger buildings farther away.
- Providing community meeting space to the existing neighborhood.
- Accommodating storm water runoff with rain gardens.

Amenities and unit design (10 points)

Amenities & unit design have been well thought out and are appropriate for residents. A mix of unit sizes accommodate a wide range of household sizes and types. The Co-op is a combination of townhomes and 12 unit buildings with community rooms that look out onto patios and green spaces for outdoor eating and play, shared guest rooms, balconies, shared cars, garden plots, and EV charging stations. The Apartments will have a fitness room, community room, bike storage room, and an on-site resident services coordinator and property manager. The Apartments and Co-ops buildings will likely be built to passive house standards and have solar panels, exceeding the city's green building standards. The current unit mix estimates for the Apartments are as follows: 28 one-bedroom; 17 two-bedroom; 10 three-bedroom units. The current unit mix for the Co-op is as follows: 18 one-bedroom, 12 two-bedroom, 6 three-bedroom + 16 three-bedroom townhomes.

Applicant's ability to complete the project, including financial feasibility, development team experience, capacity, and timeframe for completion. (35 points total)

- **Readiness to proceed (15 points)** We have letters of commitment or interest from all projected sources of funding except where procurement rules disallow.
- **Track record of development team (10 points)** Every development team member has a successful track record with this type of project and at this scale.
- **Current capacity of development team (10 points)** Our development team members have exceptional depth of human and financial resources to complete this project.
(See attachments for details)

Proposed Re-Zoning

The current zoning, R-5, allows a maximum of 47 units as planned residential unit development (PRUD). Based on the city's stated willingness to rezone to maximize the number of affordable

homes, to allow higher density to further exceptional projects, and to further the city's comprehensive plan, we plan to request a rezone to R-6 to allow for approximately 108 units.

C. Financial Feasibility

Prospective and Committed Sources of Funding & Letters from Lending Institutions

Apartments

- MaineHousing (Affordable housing tax credits, debt) - letter attached
- Northern New England Housing Investment Fund (investment in tax credits) - letter attached
- Bangor Savings Bank (construction loan) - letter attached
- City of Portland Affordable Housing TIF (75% for 30 years)

Co-op

- Centennial Mortgage HUD Section 213 Loan - letter attached
- Cooperative Fund of New England (CFNE) - Pre-development Funds - letter attached
- Share sales from prospective residents - equivalent of down payment on condo (Approximately \$20,000/unit, variable by income level) - letter attached
- City of Portland Affordable Housing TIF (75% for 30 years) - letter not allowed
- City of Portland Housing Trust Fund (\$400,000 est.) - letter not allowed
- Maine Housing Community Solutions Grant (\$400,000 est) - letter not allowed
- GPCOG & EPA Brownfield Funds (up to \$750,000, if needed) - letter now allowed

Attachments:

Attachment 1: Site Images

Site Photographs and Maps
Proposed Site Plan & Rendering

Attachment 2: Letters of Interest and Support

Letters: Libbytown Neighborhood Association, Cooperative Development Institute, Prospective Residents, MaineHousing, Northern New England Housing Investment Fund, Bangor Savings Bank, Centennial Mortgage, Cooperative Fund of New England

Attachment 3: Team Portfolios. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

Portfolios: Szanton Company, Maine Cooperative Development Partners, Kaplan Thompson Architects, Aceto Landscape Architects, Archetype Architects, UHAB, Cooperative Development Institute, Acorn Engineering, Credere Associates.

C. Financial Feasibility cont. Development and Operating Budgets

Co-op Development Budget

Project Costs			Project Sources	
Land Acquisition	\$100,000		HUD 213 Loan	\$13,038,000
Construction	\$11,866,328		Co-op Member Equity	\$1,162,050
Brownfields	\$750,000		EPA Brownfields	\$750,000
Professional & Consulting / Soft Costs	\$1,216,198		Housing Trust + Community Solutions Grants	\$800,000
Financing Costs	\$1,022,836			
Architect	\$794,688			
Total	\$15,750,050		Total	\$15,750,050

Co-Op Operating Budget

Annual Income	
Income from Rents	\$1,149,415
AHTIF Income	\$193,000
Total Income	\$1,342,415
Annual Expenses	
Admin: Advertising, legal, software	\$50,500
CDI Resident Services, Training	\$25,000
Utilities: Electricity, Water & Sewer, Internet	\$76,600
Replacement Reserve	\$25,000
Taxes & Insurance	\$277,000
Maintenance: snow, trash, landscape, repairs	\$50,400
Total Expenses before Debt Service	\$504,500
Net Income before Debt Service	\$837,915
Debt Service	\$803,900
Net surplus	\$34,015

C. Financial Feasibility cont. Development and Operating Budgets

Apartments Development Budget

Project Costs		Project Sources	
Land Acquisition	\$375,000	Equity – Federal Housing Tax Credits	\$6,879,312
Construction Including Environmental Remediation	\$10,876,172	Interest-Only Mortgage from Maine Housing	\$6,474,690
Consulting & Professional Fees	\$845,500	Deferred Loan from MaineHousing	\$800,000
Financing Fees & Construction Loan Interest	\$604,398		
Architectural /Engineering	\$457,000		
Operating Escrows	\$609,932		
Legal	\$176,000		
City/State/Federal Fees	\$135,000		
Insurance	\$55,000		
Taxes	\$20,000		
Total	\$14,154,002	Total	\$14,154,002

Apartments Operating Budget

Annual Income	
Annual Residential Rents	\$782,507
Laundry Income	\$13,440
Proposed TIF returned from City	\$75,600
Total Income	\$871,547
Annual Expenses	
Administrative	\$112,579
Utilities	\$75,400
Maintenance	\$105,000
Taxes & Insurance	\$106,400
Debt Service	\$388,482
Required Reserve Contributions	\$25,200
Total Expenses	\$813,061
Annual Cash Flow	\$58,486

D. Timetable:

Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.

Month	Apartments	Co-op
April 2020	RFP Released, Form team	
May 2020	Outreach to future residents, and neighborhood groups for Design Charrettes	
June 2020	RFP Deadline	
Aug 2020	RFP Award, Obtain site control, Apply for new EPA Phase 1, do additional Brownfield tests, apply for CFNE funds for Co-op	
Oct 2020	Apply for EPA Brownfield Grant	
Jan 2021-July 2022	Start TIF request to City of Portland, LIHTC apply for CDBG Funds from Maine DECD, Work on obtaining Zone Change from City of Portland	
Mar 2021	EPA Brownfield Award Notification	
Mar 2021	Market Study, Obtain renewed letters of interest from investor and construction loan support	Apply for Housing Trust Fund and Community Solutions Grant, Start HUD Concept Package
Jun 2021	Planning Board Review	Market Study, Marketing, Start Pre-sales
Jul-Sep 2021	Prepare & submit Tax Credit Application to Maine Housing	Start HUD Phase I application, Design & Permitting, HUD Processing
Nov 2021- Apr 2022	Get results of LIHTC Application Review, Design Development and Construction Documentation	Design Development and Construction Documentation
Dec 2021 - Jan 2022	Interview and select construction manager	Interview and select construction manager
Mar 2022	Start Construction Bidding Process	Start Construction Bidding Process
May 2022	Receive Construction Bids	Receive Construction Bids
Jul 2022	Construction Loan Closing	HUD 213 Loan Closing
Jul 2022- Aug 2023	Construction	Construction
Aug 2023	Doors Open	

E. Developer Capacity:

Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

We have assembled an experienced and qualified team where every core member of this team has completed projects of this size and scale. The Szanton Company has an exceptional depth of human and financial resources to complete this project. They have currently completed 9 projects of this size and scale, and their 10th and 11th are currently in construction. The Szanton Company has brought on a number of its specialists to aid with designing this innovative village that excel in green design, site planning, and environmental remediation. The Szanton Company is committed to long-term ownership of its apartment assets. In 2013, it founded Saco Falls Management, its property management arm, to ensure the highest standards of appearance and livability for our residents, neighbors, and communities. The Co-op team has assembled a team of local professionals with excellent reputations, supported by outside consultants to cover every aspect of a new construction limited equity cooperative of this size. The HUD 213 program is designed specifically for cooperatives, and offers favorable terms which support long-term affordability. Project completion is projected for summer 2023. The Apartment and Co-op teams will work together on overall site design, civil engineering, zone change, and brownfields cleanup.

See Attachment 3: Portfolios

Team Member	Company	Role	Similar Projects Completed
Nathan Szanton	The Szanton Company	Apartment Developer President	Casco Terrace, Walker Terrace, 53 Danforth, Furman Block, The Squamscott Block, 48 Hampshire, Huse School Apartments, Mill at Saco Falls, Lofts at Saco Falls, Lofts at Bates Mill
Robert Monks	The Szanton Company	Partner	Created over 6,000 units of affordable housing across the country; In Portland, redeveloped the Portland Performing Arts Center, Baxter Library, and Oak Street Dorms

Amy Cullen	Saco Falls Management	Apartment Management President	Casco Terrace, Walker Terrace, 53 Danforth, Furman Block, The Squamscott Block, Huse School Apartments, Mill at Saco Falls, Lofts at Saco Falls, Lofts at Bates Mill
David Lloyd	Archetype Architects	Apartment Architect	Verdante, Hobson's Landing, 20 Thames Street, Bramhall Row, 118 on Munjoy Row, One Joy Place, Luminato, 81 Danforth, Casco Terrace, Walker Terrace, 53 Danforth, Furman Block, The Squamscott Block
Brian Eng	Partner, Maine Cooperative Development Partners	Co-op Development Team	M North in Orlando, 288-units in Orlando, Florida. (https://www.mnorthorlando.com/) Master developer of city-owned land on the former Maine Energy Recovery Corp. in Biddeford
Liz Trice	Partner, Maine Cooperative Development Partners	Co-op Development Team	645 Congress Street (with Shinberg/Alfond), Danforth on High (Rando Orbit/Peter Bass), 58 Boyd (Portland Housing Authority), all Portland.
Matt Peters	Partner, Maine Cooperative Development Partners	Co-op Development Team	Young St Apartments, South Berwick; Ridgewood II, Gorham One Meeting Pl, Exeter, NH; Meadows, North Hampton, NH; Carleton St, Portland; Bayside Anchor, Portland; Bartlett Woods, Yarmouth
Jesse Thompson	Kaplan Thompson Architects	Co-op Architect	Parris Terraces, Portland ME; Harborview Townhomes, Portland ME; Blackstone Senior Living, Falmouth, ME; Bayside Anchor Apartments, Portland, ME
Nick Aceto	Aceto Landscape	Landscape	The Downs, Scarborough ME (510

	Architects	Architect	Acre Mixed-Use Master Planned Community); Phases 1 & 3; Jackson Laboratory, Bar Harbor ME (37 Acre Employee Co-Housing Community); Cumberland Multi-Gen COmmunity https://www.mainebiz.biz/article/future-proofing-development-designers-are-ready-for-climate-change
Rip Patten	Credere Associates LLC	Brownfield Assessment & Cleanup Consultant	Marada Adams School, 48 Moody Street, Portland; Thornton Heights Commons, 611 Main Street, South Portland; State Street School, 261 Center Street, Brewer
Jonah Fertig-Burd	Cooperative Development Institute	Co-op Formation & Management	Mountainside Cooperative, Camden, ME (52 units); Charter Oaks, Arundel, ME (40 units); Sunset Terrace, Rockland, ME (76 units); Wardtown Cooperative, Freeport, ME (60 units); Halifax Mobile Home Estates Association, Halifax, MA (430 units); Farrington's/North Avenue Co-op, Burlington, VT (117 units)
Andy Reicher	UHAB	Co-op Formation Consultant	In Manhattan: 3603-3605 Broadway, 42 unit conversion, 520, 540-550 West 144th Street, 90 units, 421-555 West 148th Street, 98 units; 110 Madison Ave & Jupiter 21, Off-site Inclusionary
Will Savage	Acorn Engineering	Civil Engineer	Meeting House Hill Park Redevelopment; Munjoy Heights; 200 Valley St - Avesta; Little Dolphin Drive & Jocelyn Place, 89 Anderson; The Hiawatha

F. Occupancy and Management Plan: *Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process, to ensure mixed income and long-term affordability.*

The Co-op and Apartments will be managed separately.

The Cooperative Development Institute (CDI) will be responsible for the creation of the cooperative ownership structure, management, and will ensure implementation of the permanent affordability provisions. Andy Reicher, executive director of UHAB in New York City, will be a consultant to set up a structure to train future residents in managing their buildings, and help seed future cooperative ownership projects.

The Co-op ownership structure is a Limited Equity Cooperative as defined in Maine State Law, meaning that residents rent from an entity that they co-own. This type of cooperative is democratically owned and operated similar to a condo structure, but allows for a wider range of income affordability, as residents do not have to qualify for a mortgage. Resident-owners pay a share price similar to a small down payment, then have a monthly payment similar to rent or mortgage. The Co-op itself holds the mortgage for the property, and over time, the homes become more affordable as expenses increase only with actual expenses - there is no profit motive. New residents must meet income requirements, and monthly costs must not exceed 30% of the Area Median Income (AMI) income bands. These rules continue in perpetuity.

There are currently over 20 households of prospective residents that have been meeting for over a year. The group includes multiple established immigrant families that share a vision of mixed-income ownership housing with shared community facilities and outdoor space. The development team will continue to work with these residents to crystalize their vision for site design, for self-governance, and to recruit more households.

The Apartments will be managed by Saco Falls Management, which manages all of The Szanton Company's buildings. Saco Falls Management was founded in 2013 to manage properties developed by The Szanton Company, of which Nathan Szanton, Robert C. S. Monks, and Amy Cullen are the primary owners. Upon its founding, Saco Falls Management took over management of six properties with the addition of three properties since its opening. Its portfolio includes Casco Terrace, Walker Terrace, and 53 Danforth in Portland, ME; The Mill at Saco Falls and The Lofts at Saco Falls in Biddeford, ME; The Lofts at Bates Mill and The Hartley Block in Lewiston, ME; The Huse School Apartments in Bath, ME; and The Squamscott Block in Exeter, NH. Nathan Szanton, Robert C. S. Monks, and Amy Cullen are the owners of Saco Falls Management.

Both Apartment and Co-op homes will be principal residences and will not be used to conduct business (except for a home occupation allowed under the City of Portland zoning ordinance) or as investment properties. Units may not be rented for short-term periods of one to thirty days.

G. Purchase Price:

The City expects to receive Fair Market Value (“FMV”) for the property. This is a desirable location with many nearby amenities, but its environmental history makes it a difficult and expensive site to develop housing, especially affordable, quality housing with safe outdoor space for families.

Historically, the former West School site and most of Dougherty Field were part of the salt marsh that ran from Back Cove almost to the Fore River. The site was under water until 1869, then was excavated for its clay to use in brick manufacturing. The site was then used from the early 1900s until the 1950s by the City of Portland as a municipal dump. In 1961, the City planned and built the West School on the site, then used it as an education, continuing education, and community center until 1997. The site still has solid waste buried 18 to 24 inches under the surface and soil contaminated with lead. The former West School building experienced structural and environmental problems from 1981 to 1997, as a result of settling and methane gas from the former landfill. There are also a gas company easement and sewer easement making significant portions of the site unbuildable.

We are committed to avoiding the environmental and site design mistakes that resulted in safety and structural issues for the West School, and creating permanent spaces for future residents, just as we are planning for long-term affordability. Because of the seriousness of the contamination, the environmental remediation costs will be significant.

We began our estimate by assuming a value for clean land in this location of \$450,000/ acre. Of the 141,487 SF of lot area, we currently estimate 40,000 SF of building footprint, and an additional 5,000 SF of areas for community garden and child play that requires clean soil, and an additional 10% for planning, management, and contingency. At an estimated \$20/sf to remove and/or replace soil, our estimate ranges from \$750,000 to \$1,000,000 in anticipated costs. So we estimate \$1,458,000 minus up to \$1,000,000 in remediation costs, many of which won't be known until we are fully committed to the development of the site, and the delay of up to a year's worth of staff time, property taxes, and uncertainty, while we apply for EPA Brownfield funds and conduct remediation.

Taking into account the best interests of the existing and prospective neighbors, and the city's intention to provide affordable housing to families, and development budget feasibility, we are able to offer \$475,000 for the property, which we believe to be Fair Market Value.

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered 1-4
If Applicable

COMPANY NAME: The Szanton Company
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: Nathan Szanton DATE: 6/15/20
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Nathan Szanton, President

ADDRESS: 482 Congress St, Suite 203, Portland, ME 04101

TELEPHONE: 207-712-6191 E-MAIL: CSzanton@szantoncompany.com

FEDERAL TAX ID #: 01-0533208 DUNS #: 11-700-3073

STATE OF INCORPORATION Maine
(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☒ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☒ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**



June 11, 2020

Honorable Mayor and Councilors:

The Libbytown Neighborhood Association held a special meeting to consider the *Douglass Commons* proposal for the redevelopment of 43 & 91 Douglass Street, aka, the old West School site. The meeting was well attended after a robust discussion, we are pleased to express our support for this proposal. Please factor these recommendations into your consideration of *Design and Amenities* as specified in the *Impact on the Surrounding Neighborhood* section of the RFP score sheet.

With respect to design, the LNA supports projects of quality and distinction which may serve as a neighborhood landmark. Given that the existing fabric and architecture lacks a singular quality, the association would like to see something architecturally notable. Furthermore, the Libbytown Neighborhood is somewhat diverse socio-economically with a prevalence of low to moderate income. The Libbytown Neighborhood Association is strongly supportive of new housing particularly mixed income projects with a focus on low and middle income.

In terms of this projects' design program, we:

- Strongly support this project's *use of site and integration with Park amenities*
- *Modestly Support* this project's interaction with adjacent structures and would advocate for the largest possible set back buffers from adjacent properties on Douglass Street

The area is underserved as it lacks a school, community space, a vibrant commercial corridor, bus shelters, and other staples of urban life. As such, in terms of amenities we:

- Strongly support community *garden/food forest*
- Strongly support the overall commitment to *housing affordability* especially the commitment to mixed incomes and to low to moderate income housing



- Strongly support the commitment to *ethnic diversity* and the possibility of thereof (such as ESL training)
- Strongly support this projects commitment to *sustainability* especially the solar arrays, passive house standards and *tree & shrub* planting
- Strongly support quality *community space* that is open and accessible
- Strongly supports *shared street concept* or piazza concept which can become a flexible community gathering space
- Support commitment to *active transport* and the integration of transit, limited parking, and commitment to traffic demand management

The following items are community priorities in design and amenities that may be part of the program but that we did not see as explicit in this proposal. We believe that a strong commitment to the following would make the project better:

- Implementations of the recommendations of the Libbytown traffic study
- Streetscape and bicycle/pedestrian improvements along Congress Street
- Acknowledgement to the history of the site in terms of project name and building materials (e.g., the site sits on or near a former brick foundry)
- Public transit (such as trolley cars), car share, and other reductions to parking
- Stormwater design
- Environmental mitigation of the site
- ADA access within the site to community spaces in winter months

Overall we **highly recommend** this proposal for its commitment to neighborhood design improvements and amenities.

The Libbytown Neighborhood is grateful for your consideration of this proposal.

Sincerely,

Maureen Morse

Chair



COOPERATIVE DEVELOPMENT INSTITUTE

P.O. Box 1051, Northampton, Massachusetts 01061-1051
PH 413-665-1271 • FX 413-541-8300 • www.cdi.coop • info@cdi.coop

June 8, 2020

To whom it may concern:

The Cooperative Development Institute (CDI) is happy to support the proposal for the creation of a new construction limited equity co-op on Douglass Street.

CDI is a 501(c)3 nonprofit founded in 1994 by co-op leaders to work with people in the Northeast to create cooperative businesses and networks that grow a prosperous, equitable economy.

CDI provides expert assistance, organizational development, and support to groups undertaking cooperative development. In the past decade, CDI has helped create 47 new Resident Owned Communities (ROCs) in New England, representing 4,479 households. 8 of the ROCs are conversions of manufactured home parks in Maine. CDI's role is to help form new cooperatives, train residents, and ensure that the cooperative has the support it needs to remain permanently affordable.

Our intention is that at Douglass Street, CDI will:

- Lead the creation of the new Co-op entity.
- Lead resident training and resident participation in the construction phase.
- Create and administer a long-term management plan that would meet the city's TIF requirements to ensure that the property meets the city's affordability metrics for at least 30 years.
- Be the long term training & support organization for the Co-op.

We are pleased with the proposal and the development team, and hope to be part of this exciting project!

Sincerely,

Noémi Giszpenc
Executive Director

THE SOURCE FOR COOPERATIVE BUSINESS DEVELOPMENT IN NEW ENGLAND & NEW YORK

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (voice and TDD).

Future Residents of Douglass Commons Co-op

June 2020

To whom it may concern:

We are writing in support of the Douglass Commons proposal to build housing on the parcel put to RFP by the City of Portland.

Many of us have been meeting for the last 2 years to explore strategies to build affordable home ownership housing in Portland that builds community among people of different ages, incomes, and cultural backgrounds. Several months ago, we came to the conclusion that Limited Equity Cooperative Housing was the best way to accomplish this. Limited Equity Cooperatives combines the accessibility of renting with the long-term stability and autonomy of homeownership.

We are delighted that this development team has come together to bring Limited Equity Cooperative Housing to Portland and enthusiastically support their projects. We are especially excited about the effort to create designs that will maximize interaction with outdoor spaces, gardens and shared spaces that can be used by residents. We also appreciate their effort to include us and existing neighbors in their early design efforts.

We are excited about the location, and hope that we will have the opportunity to become future residents!

Sincerely,

1. Rachel Ackoff & Lee Leviter, 19 Lewis St Apt 1F Portland, ME 04102
2. Eric Muteba Kalala, 11 Massachusetts Avenue Apt #2 Portland, ME 04102
3. Cynthia A. Grier, 1227 Westbrook Street, Apt #2, Portland, ME 04102
4. Elisabeth C. Heij, 97 Pitt Street, Portland, ME 04103
5. Valerie and Matthew Todd, 68 Black Sparrow Drive, Portland, ME 04102
6. Nicole Ivins and Richard Bennett, 93 Pitt St #1, Portland, Me 04103
7. Jules Mutoni & Yvette Unezase, 77 Grant St Apt B13, Portland, ME 04101
8. Wendy Herbert & Peter Ackoff 112 Park St. #2, Portland, Me
9. Apollo Karara, 326 Auburn Street #16, Portland, ME 04103
10. Andrea Levinsky 39 Cumberland Rd Apartment 1 South Portland, ME
11. Jacques Kubwimana & Ange Christelle Abaribeza 61 Deering St.Apt #E 04101
12. Arthur Sabiliti & Vanice Busingye, 240 Cumberland st, Westbrook 04092 ME
13. Jackson Ntambara & Peace Kobusinge, 2 Walker Street # 1203 Westbrook 04092 ME

June 1, 2020

Matthew F. Fitzgerald
Purchasing Manager
The City of Portland
389 Congress Street
Portland, ME 04101

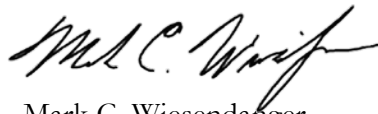
RE: Request for Proposals for 43 & 91 Douglass Street

Dear Mr. Fitzgerald:

MaineHousing is pleased to provide this letter of interest for The Szanton Company's proposal to redevelop a portion of the former West School site. Our understanding is that there will be a mixed-income housing project constructed on the site, potentially financed in part by MaineHousing resources. In our 24-year relationship with The Szanton Company, the applicant has demonstrated an exceptional track record in navigating the processes of market research, site acquisition, design, regulatory approvals, financing, construction, and marketing of a high-quality housing product.

While this letter of interest is not a commitment to allocate affordable housing tax credits, MaineHousing would welcome an application in connection with this project. Based on The Szanton Company's track record, an application would have a strong likelihood of success. Please feel free to contact me directly with any questions.

Sincerely,



Mark C. Wiesendanger
Director of Development



NORTHERN NEW ENGLAND
HOUSING INVESTMENT FUND

5/28/2020

Carl Szanton
Development Associate
482 Congress Street, Suite 203
Portland, ME 04101

RE: Letter of Interest – Douglass Street Project ("Partnership")

Dear Carl:

We are pleased to provide this letter of interest for the creation of affordable and market rate housing in Portland, Maine. As you know, Northern New England Housing Investment Fund ("NNEHIF") invests in community-based projects receiving the Federal Low Income Housing Tax Credit. We understand that you anticipate generating approximately \$800,000 in annual Low Income Housing Tax Credits.

Upon satisfactory resolution of any funding requirements and satisfactory completion of our due diligence we would be interested in investing \$6,878,980 in exchange for a 99.99% limited partnership interest in the Partnership. Approximately 50% of these funds may be available from closing and throughout construction.

This letter of interest is conditioned on the Fund conducting all customary underwriting and due diligence and receipt a final pro-forma, approved by MaineHousing, that addresses any additional loans, grants, fees or other sources.

A more detailed letter of interest will be provided once all the capital sources have been committed.

We wish you great success in your application and look forward to our continued work together.

Sincerely,

Mark Brooks
VP of Underwriting
Northern New England Housing Investment Fund



May 27, 2020

The City of Portland
Planning Department
389 Congress Street
Portland, ME 04101

RE: 43 & 91 Douglass Street

To Whom It May Concern:

On behalf of Bangor Savings Bank I am pleased to provide this letter in support of The Szanton Company for the above-referenced project. Based on our review of the financial elements of the proposal for the development site, we believe that that the applicant has the ability to finance projected costs and develop a project of similar type and scale from a fiscal perspective.

While this letter of support is not a commitment to lend, Bangor Savings Bank would welcome the opportunity to be a resource to The Szanton Company for financing and sponsorship of any equity awards necessary in connection with this project. Please feel free to call me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Ronald B. Hunt". The signature is written in a cursive style with a large, stylized "H" and a long, sweeping underline.

Ronald B Hunt
Vice President
Bangor Savings Bank - Commercial Lending
280 Fore Street, Suite 200
Portland, ME 04101
(207) 420-3967



June 12, 2020

Liz Trice
Principal
Maine Co-op Development Partners
795 Congress Street
Portland, ME 04102

RE: Douglas Commons Cooperative

To whom it may concern:

Centennial Mortgage has been engaged by Maine Co-op Development Partners to secure mortgage insurance through the FHA 213 program for cooperative housing and fund a construction/permanent mortgage for Douglas Commons Cooperative, a new cooperative housing project in Portland, ME. We have reviewed a financing request, including initial plans, pro forma operating budget, the construction budget and initial market information for Douglas Commons Cooperative in Portland, ME. In addition, we have reviewed the experience of the overall development team. Based on this review, we feel that this project is an excellent candidate for financing and will conform to all the requirements to qualify for construction and permanent financing through the FHA 213 program. We feel that this is the right time and place to create a new affordable cooperative given the advantages this particular form of housing provide to its members, primarily affordable home ownership and a greater sense of community.

We have now entered the formal application stage for the FHA 213 mortgage insurance and believe that Douglas Commons Cooperative has a high likelihood of obtaining a 40 year, low interest loan for the project of \$13,308,200. Additional subordinated financing would serve to further increase that likelihood. We also believe that success at Douglas Commons Cooperative will open an entirely new avenue for affordable housing finance in the state of Maine by making the FHA 213 program finance accepted in the market.

Centennial Mortgage has substantial expertise and experience completing FHA financing transactions. We are very active in lending to cooperative housing projects throughout the country. Personally, I have been involved in cooperative housing for over 20 years, through financing and serving on the board of the National Association of Housing Cooperatives.

We encourage other funding sources to join us in supporting this innovative project and creating up to 98% leverage for future projects through this program. Please let me know should you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Jeffers", is written over a faint, light blue circular stamp.

Hugh Jeffers
Vice President of Originations



June 12, 2020

Liz Trice, Principal
Maine Co-op Development Partners
795 Congress Street
Portland, ME 04102

Dear Liz:

Please let this letter serve as an expression of interest in working with Maine Co-op Development Partners to provide financing for the land purchase and predevelopment costs associated with the development of "Douglass Village" cooperatively-owned limited equity housing in Portland, Maine.

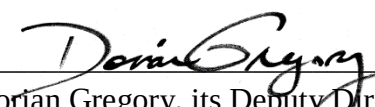
Since CFNE's founding in 1975, we have made over 1,000 loans, totaling over \$60 million, including many loans to support the purchase of cooperatively-owned real estate property. We look forward to seriously consider an application to provide a loan of up to \$855,000 for the above-mentioned purpose.

The terms of any loan would depend on the strengths of the application, collateral, other funders and financing, and the project's *pro forma* for expected cash flow and ability to make payments. Our customary range for interest is 5 -7% and most loans are made with terms of 5-10 years, with a longer amortization possible so that the actual loan payment amounts are affordable.

Our loan committee meets the second or third Thursday of each month, and the deadline for an application is the 15th of the previous month. The process for consideration takes a total of three to four weeks, though sometimes longer, and includes a site visit. My colleague, Deborah Hawkins, will be your loan outreach officer and will usher your application through our committee.

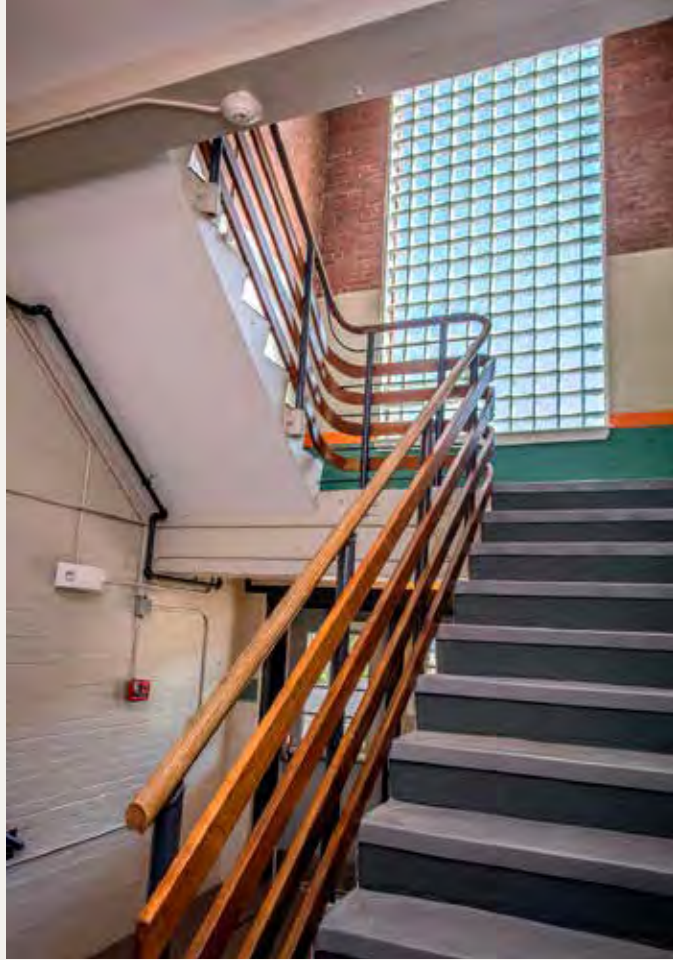
Please let us know if we can provide any other information and we look forward to working with your loan application and other capital needs. Thank you for using the services of the Cooperative Fund.

COOPERATIVE FUND OF NEW ENGLAND, INC.

By: 
Dorian Gregory, its Deputy Director

THE SZANTON COMPANY

an Affiliate of the Monks Companies



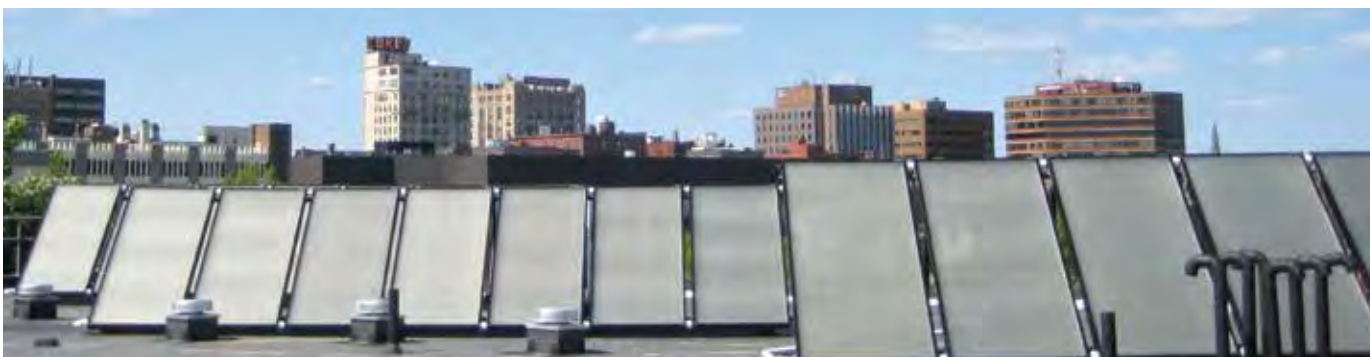
ABOUT THE SZANTON COMPANY

The Szanton Company, an affiliate of the Monks Companies, specializes in developing mixed-income rental housing in or near downtowns. We have completed eight apartment projects in Maine and New Hampshire totaling 393 units.

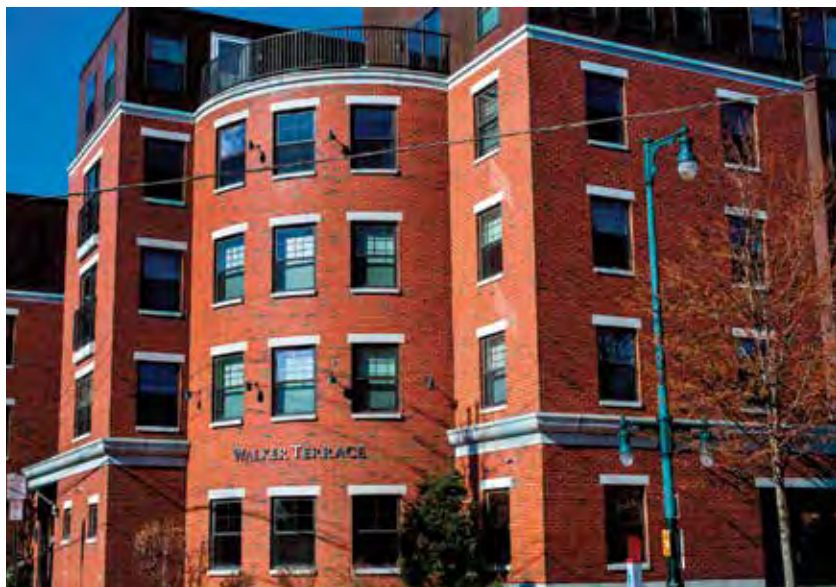
The mission of The Szanton Company is to create attractive and affordable rental housing that our residents are proud to call home. We do this by:

- Creating beautiful apartments of high quality in locations in or near downtowns, adding vitality to our cities and towns;
- Developing properties which provide a consistent, long-term return to their owners, thus ensuring their stability for residents, lenders, and neighborhoods;
- Serving people with diverse incomes;
- Creating amenities for our residents which enhance the quality of their lives;
- Incorporating environmental and energy sustainability in our properties, thereby reducing their impact on the earth's environment.

The Szanton Company is committed to long-term ownership of our apartment assets. In 2013, we founded Saco Falls Management, our property management arm, to ensure the highest standards of visual appearance and livability for our residents, neighbors, and communities.



Rooftop solar panels at 53 Danforth



PRINCIPALS & STAFF

NATHAN SZANTON, PRESIDENT

Nathan founded the company in 1996. Since then he has been responsible for developing 617 apartment units in 24 projects. As manager or principal partner in these projects, Nathan has successfully navigated the process of market research, site acquisition, design, regulatory approvals, financing, construction, and marketing.

He has committed himself to creating comfortable and affordable rental homes for residents with diverse incomes. Some of these have been adaptive reuses for underused historic buildings; others have been thoughtfully designed new construction. Nathan holds a B.A. from Harvard University and a J.D. from the University of Maine School of Law.



ROBERT C.S. MONKS, PRINCIPAL

Robert C.S. Monks is an active capital partner and also provides a deep understanding of real estate development and financing. Throughout his career he has founded, led, and grown 19 businesses in the financial services, real estate, technology and communications sectors.

In 2011, Bobby became an owner and Chairman of Spinnaker Trust, a Maine based trust company managing over \$1 billion in assets. Bobby attended Duke University and graduated from the University of Southern Maine with a Bachelor's Degree in Political Science.

Above: Walker Terrace
Left: The Mill at Saco Falls

Facing Page: The Lofts at Bates Mill

AMY CULLEN, VICE PRESIDENT AND PROJECT PARTNER

Amy joined The Szanton Company in 2006. Her responsibilities include: discovering new project locations, creating financing packages, and working with all development team members to help projects come to life.

Amy also serves as president of our sister company, Saco Falls Management, where she oversees all operations.

Prior to joining The Szanton Company, Amy was on active duty with the U.S. Army for six years, and served as a Training Program Manager for the Department of Defense in Minneapolis, MN. She holds a Bachelors of Science Degree in Accounting from Husson University.

KRISTIN MARTIN, DEVELOPMENT OFFICER

Kristin joined our company in 2013. Her responsibilities include finding and researching sites for new projects, preparing financial analyses, and evaluating development options. She coordinates with lenders, attorneys, architects, engineers, contractors and others on all aspects of The Szanton Company's development projects from concept to completion.

Prior to joining The Szanton Company as a Development Officer, Kristin worked for Saco Falls Management as an Assistant Development Officer, Property Manager and Director of Property Management. She holds a Bachelor of Health Science and a Masters of Occupational Therapy from Quinnipiac University.



ABOUT SACO FALLS MANAGEMENT

HISTORY

Saco Falls Management is a full-service management company formed by The Szanton Company in 2013 to manage its rental properties, both residential and retail. Since then, the physical condition of the buildings has improved, tenant satisfaction has increased, and the profitability of the properties has grown. We are committed to managing our properties for the long-term with the highest sense of responsibility to our residents, financial partners, and host communities.

OUR MISSION

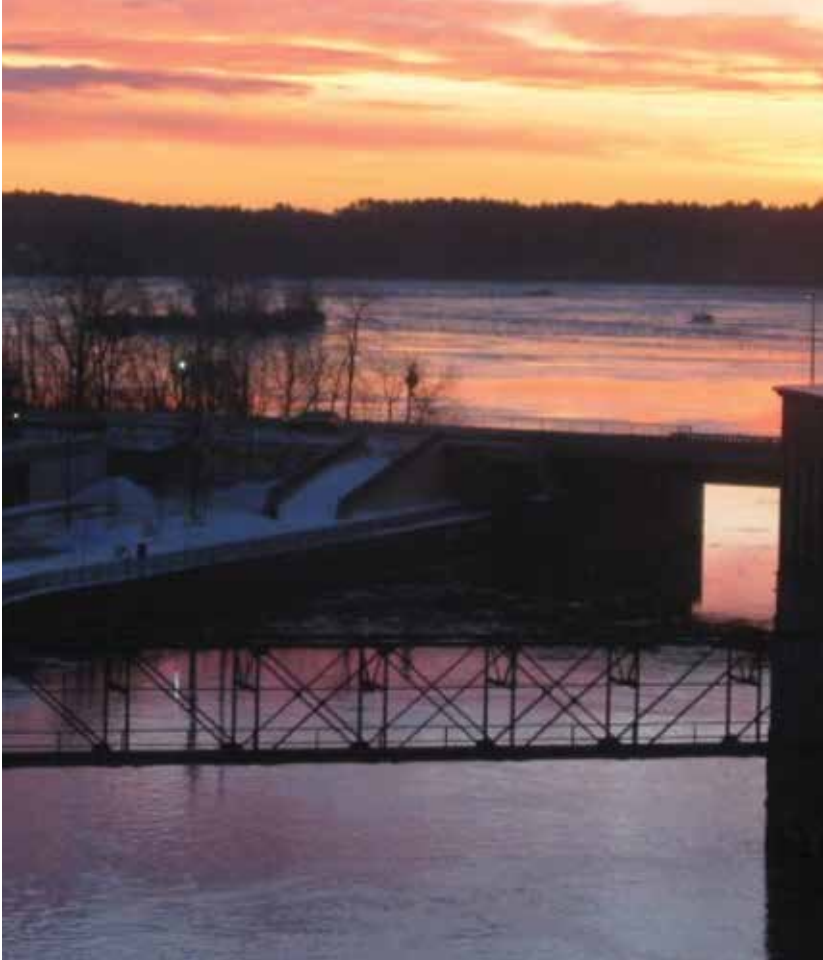
Our mission is creating rental properties that exceed expectations. We are guided by the following core values: honesty, integrity, candor, high standards of quality, respect for all with whom we deal, openness to new ideas, and a culture of continuous learning and enhancement of our knowledge and skills.



SACO FALLS MANAGEMENT



Walker Terrace



View from an apartment at The Mill at Saco Falls

RESIDENT SELECTION

Saco Falls Management Company complies with all state, local, and federal laws regarding fair housing practices or occupancy and resident selection procedures. In addition to program-specific requirements, all adult applicants are screened by our management staff. To be considered for residency at one of our properties, all applicants must have:

- References from prior landlords that show a history of good tenancy. This includes paying rent on time, keeping their unit in good repair and being a good neighbor by following the community rules.
- A favorable credit report.
- An absence of criminal history. We run a criminal background check on all applicants. Any applicant with a history of public disturbances, arrests, criminal activity, listing on the sex offender registry or other law enforcement problems that may indicate behavior inconsistent with lease obligations will be denied.



BATH, MAINE



Huse School Apartments (2017)

LEWISTON, MAINE



The Lofts At Bates Mill (2012)



The Hartley Block (2019)

AUBURN, MAINE



48 Hampshire (2020)

PORTLAND, MAINE



Casco Terrace (2004)



Walker Terrace (2006)



53 Danforth (2009)



The Furman Block (2020)

BIDDEFORD, MAINE



The Mill At Saco Falls (2010)



The Lofts At Saco Falls (2016)

EXETER, NEW HAMPSHIRE



The Squamscott Block (2007)

CASCO TERRACE

41 STATE STREET, PORTLAND, MAINE



Above Left: Casco Terrace, after. Right: Casco Terrace, before

*Facing page: Top: Casco Terrace from State Street
Bottom: Casco Terrace interior*

**“...CITY OFFICIALS SAY THE STATE-FINANCED PROJECT IS THE
KIND OF DEVELOPMENT PORTLAND NEEDS...”** —*Portland Press Herald*

CASCO TERRACE is a 27-unit vertical addition on an existing 27-car parking garage (see before and after photos opposite). The pre-construction newspaper story below describes the project's highlights and the need it addresses in a city desperate for affordable housing.

From the *Portland Press Herald*, May 28, 2003:

“It began as one of the first parking garages in Portland, at a time when few people owned cars ...

...City officials say the state-financed project is the kind of development Portland needs to help stem suburban sprawl and provide affordable rental housing for its workforce. They also give it high marks for being attractive and practical, and making the most of an under-used lot with desirable views of the waterfront.

...‘It’s a project with a lot going for it’, said Mark Adelson, Executive Director, Portland Housing Authority.”



YEAR COMPLETED: 2004

UNITS: 27 (14 Market-Rate + 13 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing and TD Bank

WALKER TERRACE

1 WALKER STREET, PORTLAND, MAINE



WALKER TERRACE is a six-story building that replaced an abandoned gas station, transforming the site and the neighborhood around it. It also helps to fulfill the city's goal of providing greater housing density along public transportation arteries. Walker Terrace is the first apartment building in Maine built to Maine State Housing Authority's Green Building Standards.

From the *Portland Press Herald*, September 21, 2004:

"Eager for any smart-growth infill opportunity to augment urban housing and curb Greater Portland sprawl, the Portland City Council unanimously let developer Nathan Szanton build 40 varied-income rental units on 0.4 acres of a former gas station in the West End, more than twice the number the current zoning allows, with Mayor Nathan Smith saying, 'This project does just about everything we as a city have been asking for.'"



YEAR COMPLETED: 2006

UNITS: 40 (18 Market-Rate + 22 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Portland Builders

FINANCING: MaineHousing; the City of Portland;
Centerline Capital; Bank of America.

**“...THIS PROJECT DOES JUST ABOUT EVERYTHING WE AS A CITY
HAVE BEEN ASKING FOR...”** —Portland Mayor Nathan Smith



Above: Walker Terrace, after
Left: Walker Terrace, before

Previous page: Top: Walker Terrace Sidewalk Gallery
Bottom: Walker Terrace interior

“THIS IS AN AWESOME PROJECT FOR DOWNTOWN.” —Sylvia Von Aulock, Town Planner
Exeter News-Letter 2/22/05

THE SQUAMSCOTT BLOCK addresses the severe lack of affordable rental housing in Seacoast New Hampshire; adds vitality to Exeter’s downtown district; fills a gap in the streetscape of one of Exeter’s most important and beautiful streets; and promotes smart growth by adding density near public infrastructure.

Previously a surface parking lot next to Exeter’s historic 1856 Town Hall, the Squamscott Block is on the site of two historic structures torn down in the mid-20th century to make way for parking. The four-story building features 2,600 square feet of retail space along busy Water Street, currently housing an art gallery and a therapeutic salt cave. Two hidden levels of parking provide 36 spaces for the residents and 58 spaces for neighboring businesses.

YEAR COMPLETED: 2007

UNITS: 30 (14 Market-Rate + 16 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: North Branch Construction

FINANCING: New Hampshire Housing; the Town of Exeter, New Hampshire; the New Hampshire Community Development Finance Authority; TD Bank; Unitil; and HUD.



53 DANFORTH

53 DANFORTH STREET, PORTLAND, MAINE



Above Left: 53 Danforth, after. Right: 53 Danforth, before

**“THE BUILDING AT 53 DANFORTH STREET WILL HELP MAKE PORTLAND
THE MOST LIVABLE CITY IN AMERICA.”** —Portland Mayor Jill Dusen, *Portland Press Herald* 8/13/09

53 DANFORTH is located in the heart of the Portland Peninsula, a few blocks from downtown, the Arts District, the Old Port, the West End, and the Waterfront. It replaced a 50 year-old one-story garage and gravel parking lot. It includes 35 one-bedroom apartments, 8 two-bedroom apartments, and covered on-site parking. Many of the units boast views of Portland’s harbor and downtown Portland. This was our first project to include solar energy.



YEAR COMPLETED: 2009
UNITS: 43 (13 Market-Rate + 30 Income-Restricted)
ARCHITECT: Archetype, P.A.
CONSTRUCTION MANAGER: Wright-Ryan Construction
FINANCING: MaineHousing; TD Bank;
and the City of Portland, Maine.



Above: 53 Danforth interior
Bottom: Rooftop solar panels, 53 Danforth

THE MILL AT SACO FALLS

100 SACO FALLS WAY, BIDDEFORD, MAINE



THE MILL AT SACO FALLS is an adaptive re-use of an 1845 textile mill building adjacent to the Saco River falls in Biddeford. It is a key component of the Biddeford Mill District renaissance—from a collection of aging industrial buildings to a vibrant, mixed-use neighborhood featuring public access to the Saco River.

Features of the project include magnificent views of the Saco River and falls, and a short walk to both the Amtrak station on Saco Island and Biddeford's historic downtown. Residents enjoy a fitness center, outdoor play area, home theater room, and community room with computers.



YEAR COMPLETED: 2010

UNITS: 66 (26 Market-Rate + 40 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing; TD Bank; HUD; Northern New England Housing Investment Fund; the City of Biddeford; and The America Recovery and Reinvestment Act of 2009.

“THE PROPERTY WILL BE A PHENOMENAL ASSET TO THE CITY AND REFLECTS THE COMMUNITY’S WORKING MILL TRADITION.” –City Council President Bob Mills, *The Courier* 1/28/10



Above: The Mill at Saco Falls, after
Left: The Mill at Saco Falls, before

Previous Page: Left: The Mill at Saco Falls corridor
with mill artifact steel door
Right: The Mill at Saco Falls interior

THE LOFTS AT BATES MILL

36 CHESTNUT STREET, LEWISTON, MAINE



*Bottom Left: The Lofts at Bates Mill, west facade and Fountain Park, before
Above: Same view, after renovations*

Facing page:

Top: The Lofts at Bates Mill entrance

Bottom: Lobby with display of historic artifacts

**“THE QUALITY HOUSING IS AN ESSENTIAL COMPONENT OF
THE DOWNTOWN REVITALIZATION.”** –Mayor Bob MacDonald at his Grand Opening speech

THE LOFTS AT BATES MILL, the Szanton Company’s first Lewiston project, is the adaptive re-use of an 1854 Bates Manufacturing Company textile mill, Mill #2. The Lofts at Bates Mill features 25 one-bedroom, 16 two-bedroom, and 7 three-bedroom apartments. The Lofts at Bates Mill is the first apartment housing built in Lewiston’s Mill District.

The project completely transformed the west facade of this classic red-brick mill structure. Features of the project include 13-foot ceilings, exposed timber framing, large windows with abundant natural light, and an expansive view across Fountain Park and the Bates Mill Complex to the Androscoggin River. The project is a short three-block walk to the services in downtown Lewiston and is on a local bus line. Residents enjoy complimentary wi-fi, fitness center and spacious community room with computer.



YEAR COMPLETED: 2012

UNITS: 48 (15 Market-Rate + 33 Income-Restricted)

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Platz Associates

**FINANCING: MaineHousing, The City of Lewiston, People’s
United Bank, Hunt Capital Partners, and Maine Preservation.**

THE LOFTS AT SACO FALLS

75 SACO FALLS WAY, BIDDEFORD, MAINE



Right: The Lofts at Saco Falls, before
Above: Completed project

Facing Page:
The Lofts at Saco Falls renovated interiors



**“IT’S A THRILL TO SEE OLD MILL BUILDINGS BEING RENOVATED.....TODAY WE LOOK
AT MILLS AS BEING SPECIAL, ARCHITECTURALLY AND EVEN CULTURALLY.”**

—Mayor Alan Casavant at his Groundbreaking speech

THE LOFTS AT SACO FALLS is the newest in a series of adaptive re-use projects which The Szanton Company began in 2010. It consists of two connected buildings, built in 1842 and 1867, totaling 92,000 square feet and sitting directly adjacent to our 2010 project, The Mill at Saco Falls.

The Lofts offers 80 (mostly 1-bedroom) apartments, as well as a landscaped courtyard, fitness center, waterfront park next door, and a short walk to downtown Biddeford and Saco. It also includes the features typical of historic New England mill buildings: high ceilings, large windows, revealed brick and exposed timber framing.



YEAR COMPLETED: 2016

UNITS: 80 (14 Market-Rate + 66 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing; Northern New England Housing Investment Fund; People’s United Bank; Coastal Enterprises; Genesis Fund; City of Biddeford; Southern Maine Planning and Development Commission.

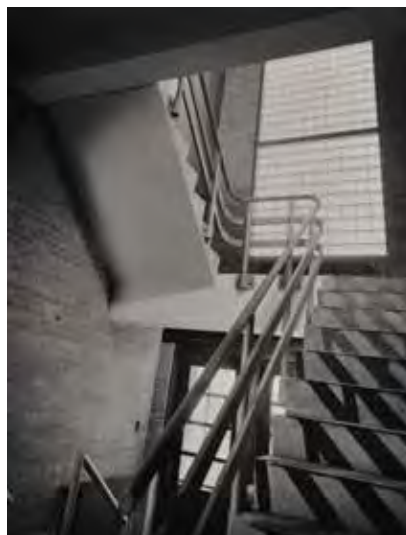
HUSE SCHOOL APARTMENTS

39 ANDREWS ROAD, BATH, MAINE



Above: Renovated Huse School gym

Right: Original design elements such as this stairwell have been maintained in the renovated space.



HUSE SCHOOL APARTMENTS involved the renovation and rehabilitation of the former John E.L. Huse Memorial School, built in 1942 and 1949. We re-purposed this elementary school to create 31 apartments and added a new construction wing with 28 apartments, for a total of 59 units.

The existing building was restored to its original 1942 appearance, designed by notable Maine architect and Bath native, Alonzo Harriman. Included are new windows consistent with the originals, restored masonry, and new signage which reproduced the original distinctive design. The apartments in the existing building feature original wood floors, high ceilings, and large windows with abundant natural light. Building amenities include wi-fi, fitness center, community room, and secure bike storage.

The Huse School Apartments are located steps from the modern YMCA, the 5-mile Whiskeag Trail, and a short walk to downtown Bath with its variety of shops, restaurants, library and more.

YEAR COMPLETED: 2017

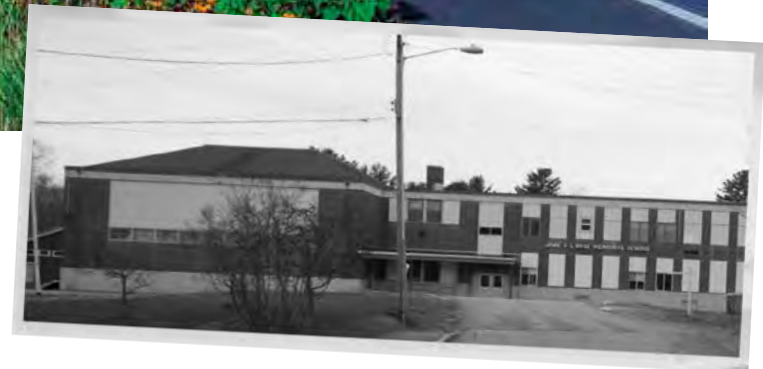
UNITS: 59 (16 Market-Rate + 43 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Zachau Construction

FINANCING: MaineHousing; Northern New England Housing Investment Fund; Bangor Savings Bank; Coastal Enterprises; Maine Department of Economic and Community Development.

“THE PROJECT PROTECTS AND SAVES THIS HISTORICAL BUILDING...AND WILL PROVIDE PROPERTY TAX REVENUES FOR THE CITY...” –Lorena Coffin, Director of Sagadahoc Preservation Inc.



Top: Huse School Apartments
Above: Before renovation
Left: Interior of renovated Huse School apartment

THE HARTLEY BLOCK

155 LISBON STREET, LEWISTON, MAINE



Above: The Hartley Block
Left: Historic images of same location

Facing Page Top: The Hartley Block façade
Facing Page Bottom: Before construction

“WE ARE THRILLED THAT THE SZANTON COMPANY WILL BE REINFORCING OUR DOWNTOWN HISTORIC AND COMMERCIAL CORRIDOR BY BUILDING THIS IMPORTANT PROJECT.”

—Lewiston Mayor Shane Bouchard

THE HARTLEY BLOCK brings new life to a prominent 175' x 100' empty lot on downtown Lewiston's Lisbon Street. In 2004 and 2006, four connected historic buildings on Lisbon Street suffered extensive fire damage and were condemned and demolished, leaving a gaping hole in the city's most iconic street. One of the buildings was the site of the 1906 art studio of Marsden Hartley, an important early modern American painter born and raised in Lewiston.

A mixed-use, mixed-income project, The Hartley Block features 63 apartments aimed at a diversity of income groups and 4,000 sq. ft. of retail space along Lisbon Street. The project includes a fitness center, community room, children's playroom, dedicated bike storage, wi-fi and covered parking directly behind the building. The site is within easy walking distance of the public library (across the street), shops, restaurants, cafes, and two major parks.

This project adds momentum to downtown Lewiston's resurgence, including street-level public art at the entrance. Two 9-foot mosaic tile works, after Marsden Hartley paintings, animate its façade.



YEAR COMPLETED: 2019

UNITS: 63 (22 Market-Rate + 41 Income-Restricted)

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Hebert Construction

FINANCING: MaineHousing; TD Bank; Northern New England Housing Investment Fund; City of Lewiston.

48 HAMPSHIRE

48 HAMPSHIRE STREET, AUBURN, MAINE



Located at the corner of Hampshire and Troy Streets, 48 HAMPSHIRE will aid the revitalization of downtown Auburn's important Hampshire Street corridor by bringing 53 high-quality new apartments to the neighborhood.

These will be a mixture of one, two and three-bedroom units, varying in size from 590-950 square feet. Included in the rent are heat and hot water, off-street parking, wi-fi, fitness center, community room and indoor bike storage.

48 Hampshire is located within easy walking distance of the public library, YMCA, shops, restaurants, grocery store, drugstores, and all the amenities of downtown Auburn.

The Szanton Company broke ground in March 2019 and expects to open to residents in April 2020.



Above: Rendering of completed project
Left: Same location, prior to construction

“WE ARE LOOKING FORWARD TO WATCHING YET ANOTHER MAJOR CONSTRUCTION PROJECT IN OUR DOWNTOWN TAKE SHAPE — ONE THAT WILL PROVIDE QUALITY WORKFORCE HOUSING, INJECT CAPITAL INTO OUR LOCAL ECONOMY, AND ENHANCE THE IMAGE OF AUBURN AS WE BECOME THE BEST SMALL CITY IN NEW ENGLAND”

—Auburn Mayor Jason Levesque



Above: Rendering of East elevation

PROJECTED COMPLETION: 2020

UNITS: 53 (11 Market-Rate + 42 Income-Restricted)

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Benchmark Construction

FINANCING: MaineHousing; Boston Financial;
NBT Bank; City of Auburn.

THE FURMAN BLOCK

100 PARRIS STREET, PORTLAND, MAINE



Above: Rendering of completed project, from corner of Kennebec and Brattle Streets

Right: Before construction, Nathan Szanton and Amy Cullen on project site



“I THINK THIS IS THE NEXT BIG STEP IN CREATING A MULTI-USE NEIGHBORHOOD IN THIS PART OF BAYSIDE. IT’S PRETTY EXCITING TO GET THIS MOVING.”

—Portland City Councilor David Brenerman

THE FURMAN BLOCK is The Szanton Company’s first mixed-income project specifically for seniors, ages 55 and over. Located in the heart of Portland’s West Bayside neighborhood, it’s a short walk to Whole Foods and Trader Joe’s, small restaurants and delis, the 3.5 mile trail that loops around Back Cove and a few blocks from downtown Congress Street’s arts, business, and shopping district.

The property will feature 46 1-bedroom and five studio apartments. Some residents will have water views of Back Cove; others will enjoy views of Deering Oaks Park or Portland’s downtown. All will have abundant natural light. Included in rent are heat and hot water, a fitness center, indoor bike storage and wi-fi. The property also features a community room and coin-op laundry. The street-level commercial space, to be owned and managed by Ross Furman, will be a combination of artists’ studios and gallery space.

Repurposing an empty gravel lot at the corner of Parris and Kennebec Streets, The Furman Block contributes to the revitalization of this former industrial neighborhood.

PROJECTED COMPLETION: 2020

UNITS: 51 (11 Market-Rate + 40 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Hebert Construction

FINANCING: MaineHousing; Northern New England Housing Investment Fund; City of Portland.



Above: Rendering of completed project, from corner of Kennebec and Parris Streets

REFERENCES

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Maine Cooperative Development Partners

MAINE COOPERATIVE DEVELOPMENT PARTNERS

build neighborhoods where the elements that constitute quality of life—access to green space, healthy lifestyles, community, privacy, and affordability—are not at odds with each other. Grounding principles for this work are creating equitable communities; complementing walkable neighborhoods; building healthy buildings; and celebrating beauty, art, and the natural environment. We use Limited Equity Cooperatives as a form of ownership to create options for people of all ages, backgrounds, and incomes to live in harmony with nature and their neighbors.

WE ENVISION small towns, urban neighborhoods, and suburban neighborhood centers that are walkable to daily needs and adjacent to recreational facilities, trails, and transit corridors; homes that use energy efficient construction, and shared gardens, patios, and play spaces for people to get to know and enjoy their neighbors.

WE GIVE BACK by partnering with organizations that support trails and green space, transit, local businesses, social equity, and efforts to mainstream energy efficient building and land use.



PRINCIPALS



MATTHEW PETERS has been involved in the completion of over 20 new construction, major rehab, and acquisition deals. Matt worked for eight years at Avesta Housing, one of Northern New England's largest non-profit housing developers and owners, project managing affordable housing developments, building out and overseeing the Asset Management department, and ending in an executive role overseeing the entire development and acquisitions pipeline as Vice President of Real Estate Services. In 2018 he began to consult for Housing Authorities, housing non-profits, and Community Development Finance Institutions in Maine supporting these organizations in acquisition, ground-up development, and underwriting of affordable housing properties. Matt also is the Executive Director of Freeport Housing Trust based in Freeport, Maine. He has strong working relationships with MaineHousing, Rural Development, lenders, tax credit syndicators, and other professionals in the design and construction field, holds a Masters in Urban Planning from the University of Washington, and certifications such as Spectrum's C3P and Rural Development STAR trainings and LEED Accredited Professional.



BRIAN ENG is a real estate investor who has worked on commercial projects in Florida, Connecticut, New Jersey, and Maine. He has worked as a principal on developments of over 200 units, is a principal on redeveloping the MERC site in Biddeford, and has redeveloped several smaller properties in Portland. He brings strong expertise in financials, fundraising, advocacy, and public speaking. He grew up in a co-op in New York City, and is on the board of UHAB, the entity that manages 20,000 units of cooperative housing in New York.



LIZ TRICE is a policy professional who builds multidisciplinary partnerships across real estate, economic development, entrepreneurship, and public health. Liz holds a masters degree in Public Policy & Management with a certificate in Community Planning & Development from the Muskie School at the University of Southern Maine. She has worked on multi-unit projects in Portland to obtain zone changes, lead the public engagement process with neighboring residents and businesses, apply for TIFs and grants, and direct the design of shared spaces. Her work includes award-winning research on the regulatory barriers to people living alone achieving home ownership, leading the process to redesign Bramhall Square, and working with medical and economic development institutions to develop strategic plans. Her projects to re-envision urban spaces for livability and natural ecosystems won two of three awards given by the 2019 Portland Society of Architecture's Complete City Competition. Liz trained as a cohousing developer and Passive House Design Consultant and has visited over 20 cohousing developments in the United States. She is currently the owner of PelotonLabs, a coworking space in Portland.



PROJECTS



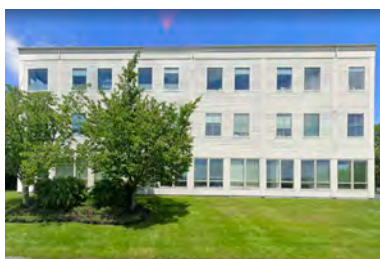
M NORTH ORLANDO—As a principal of Clay Cove Capital, Brian was the control capital partner in the ground-up development of M North in Orlando, a \$37.1M, 288-unit multifamily development in Orlando, Florida. www.mnorthorlando.com



BIDDEFORD MERC REDEVELOPMENT Brian worked with Jim Brady of Fathom Companies, to serve as master developer of city-owned land on the former Maine Energy Recovery Corp. incinerator through a public-private partnership with the City of Biddeford.



6 CITY CENTER IN PORTLAND—Brian redeveloped and retenanted a largely vacant Old Port mixed use building including executive office suites. www.sixcitycenter.com, and bringing in a law firm condo, law firm tenant, Lio Restaurant, and HE Paintbar nail salon.



1685 CONGRESS IN PORTLAND—Brian redeveloped a 50% vacant office/medical building and retenanted it including Maine Plastic Surgery Center and Maxim Healthcare. www.maineplasticsurgery.com

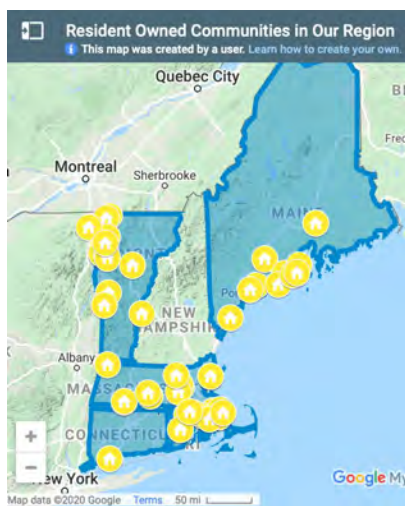


645 CONGRESS STREET—This former downtown college dormitory was converted to 55 one-bedroom and studio apartments with retail on the first floor. Liz worked for developers Shinberg and Alford on the initial concept, conducted a market analysis, developed relationships and communication with neighbors and businesses, creating a bike storage and parking plan, created a community management plan, and assisted with lease-up.



The Cooperative Development Institute (CDI) is a regional 501(c)3 non-profit founded in 1994 by co-op leaders in the Northeast. CDI's mission is to build a cooperative economy through the creation and development of successful cooperative enterprises. We are transforming ownership of our economy, so all people can meet their basic needs. CDI has 30 staff across the Northeast including six staff members in Southern Maine.

New England Resident Owned Community Projects (NEROC)



One of our primary activities is creating cooperative housing in Maine and the Northeast. When a park is for sale we help residents form a cooperative, get financing to buy the park, and learn how to run it with democratic resident control. This program gives residents control of the land beneath their homes and protects the affordability of their housing.

The Resident Owned Community (ROC) model began in NH with the NH Community Loan Fund and became a national model with the formation of ROC USA in 2008. The program has helped people in over 50 parks – comprising more than 4,800 homes — convert to resident ownership. Those communities are part of the ROC USA Network, which has helped secure over 15,000 units of affordable housing

nation-wide. CDI provides ongoing support as trainers and advisers for the ROCs and other cooperatives in the region. We assist in governance, management, financial oversight, communications, conflict resolution, compliance, and securing financing.

Charter Oaks Village Cooperative



With the support and technical assistance of the Cooperative Development Institute (CDI), the residents of Charter Oaks Village acquired the land on the 40 unit Arundel manufactured housing park on June 11, 2019 for \$1,170,000, helping to preserve the affordable housing community within it.

Charter Oaks Village joins nine other Maine manufactured housing communities supported by CDI and financed by Genesis Community Loan Fund, representing 440 homes now under resident control. The newly formed housing cooperative was a recipient of a GrowSmart Maine's honorary 2019 Smart Growth Award.

Mountainside Community Cooperative



CDI's newest Maine Cooperative is the 52-unit Mountainside Community Cooperative in Camden, Maine. Securing affordable housing in a community like Camden is increasingly challenging as housing costs escalate and its population ages. The residents of Mountainside Community purchased the community on December 11, 2019 for \$1,900,000 with financing provided by Camden National Bank, Genesis Community Loan Fund and the Local Enterprise

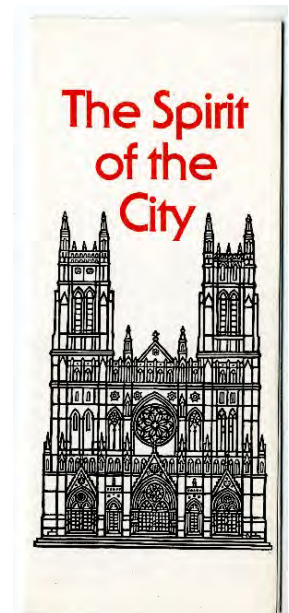
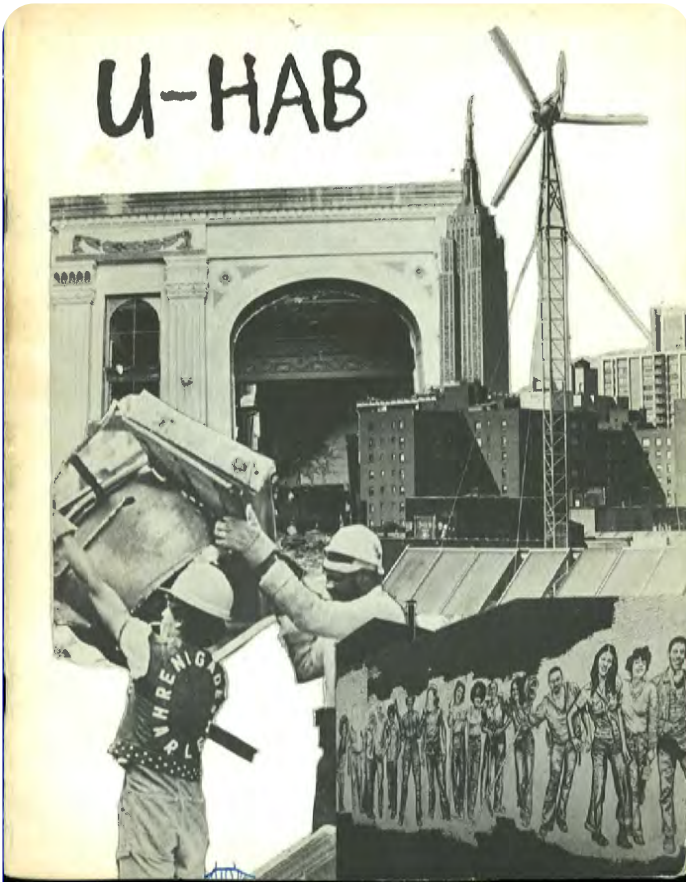
Assistance Fund. "We are so pleased to be able to help the residents of the Mountainside Community Cooperative become property owners today," said Bill Floyd, Executive Director of the Genesis Fund.

Wardtown Mobile Home Cooperative



The residents of the 60-unit Wardtown Mobile Home Cooperative voted to form the cooperative and purchase the community in May 2015, with assistance from CDI, and combined financing from Maine State Housing and The Genesis Community Loan Fund. As with all of the CDI's Resident Owned Communities (ROCs), Wardtown members continue to engage in extensive training and organizational development. As Bill Hodgkins, Cooperative Treasurer explains, "We all gained valuable new skill sets as we went through the process of establishing and financing our

cooperative...Now we have a very strong board of directors and feel very organized, to the point we are able to assist other ROC mobile home parks with advice about the process."



2019 UHAB ANNUAL REPORT

Building for Us

This year, UHAB made a considerable effort to build an archive. In doing so, the lesson we learned from decades of growth is very simple: what has always mattered most for affordable housing is community. It is the strength and support that comes from the community inside a co-op that is just as essential as the affordable housing itself.

With this in mind, UHAB is proud to offer new and expanded programs to low-income homeowners with a refined lens on our work. We have more data and research than ever on the long-term impacts of redlining policies and how communities of color have been resilient in their efforts to remain in their homes, whether in the 1970s or today. By building new affordable co-ops, strengthening tenants' rights statewide, making share loans through our HomeOwnership Lending program, and working in cooperation with our Interboro Community Land Trust partners to create the first Citywide CLT in New York City, we are actively working to dismantle the detrimental legacies of redlining and community disinvestment.

As we look toward the future, our work is expanding in several ways. We are offering more services like Co-ops Go Solar and our energy programs that are tackling the most pressing issue of our lifetime: the climate crisis. Without renewable energy and carbon reduction, low-income residents more than anyone will be affected. Most importantly, we need to recognize that it is not just low-income communities, but people of color in particular who are disproportionately affected by this crisis, just as they have been marginalized from fair and stable housing. UHAB's CDFI, HomeOwnership Lending, helps ensure that a family is not denied the opportunity to purchase because they don't have the money to be an all cash buyer. This program makes small loans where other lenders are reluctant and in this way supporting our HDFC and Mitchell Lama co-op communities in continuing to provide affordable housing.

The interest in co-ops and our work is expanding not just in New York City, but in upstate New York where residents can securely remain in their mobile homes; to New Haven, CT where the nearly 50-year old Seabury Co-op struggles to keep up with its aging infrastructure; and to Seattle, WA where a new permanently affordable co-op is being created. UHAB is excited to be assisting a new City financed co-op development program in Oakland, CA and we continue to meet with organizations and officials in other cities who are seriously considering the limited-equity model.

We have come a long way and welcome our next chapter of growth.

Sincerely,

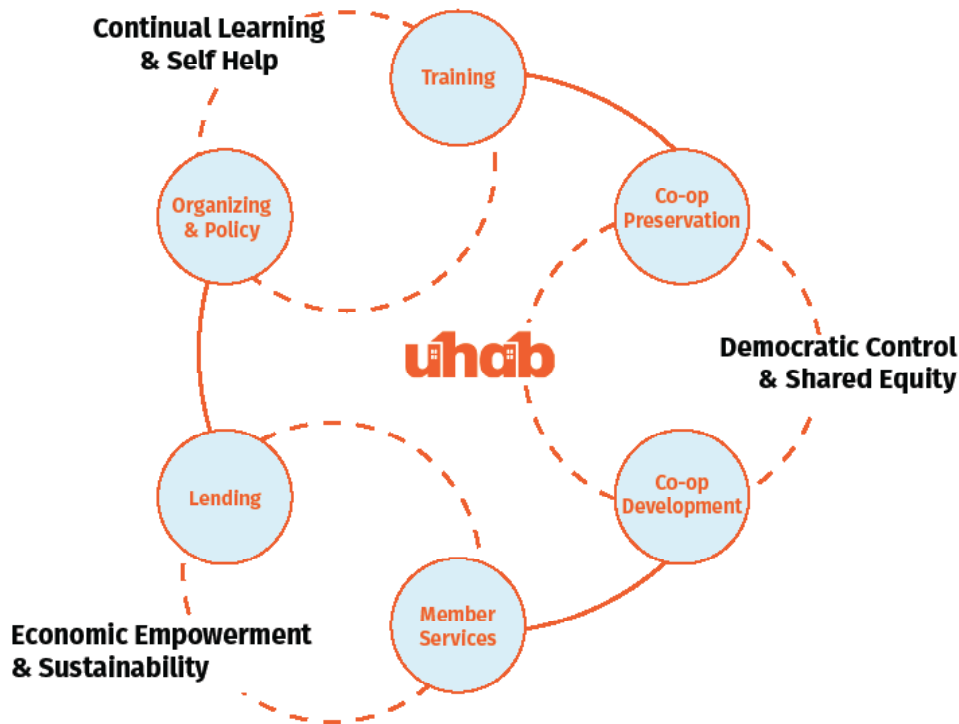
A handwritten signature in blue ink, appearing to read 'A. Reicher', with a stylized flourish at the end.

Andrew Reicher, Executive Director

Community through Cooperation

UHAB empowers low- to moderate-income residents to take control of their housing and enhance communities by creating strong tenant associations and lasting affordable co-ops.

Our Principles



I. Continual Learning & Self Help

When residents take the lead on everything from creating, managing, and preserving their own co-ops to advocating for affordable housing policy reform, this not only improves buildings and neighborhoods, but it transforms lives as well. Ongoing education and training is the key to preserving affordable housing cooperatives and strong tenant associations.

II. Democratic Residential Control & Shared Equity

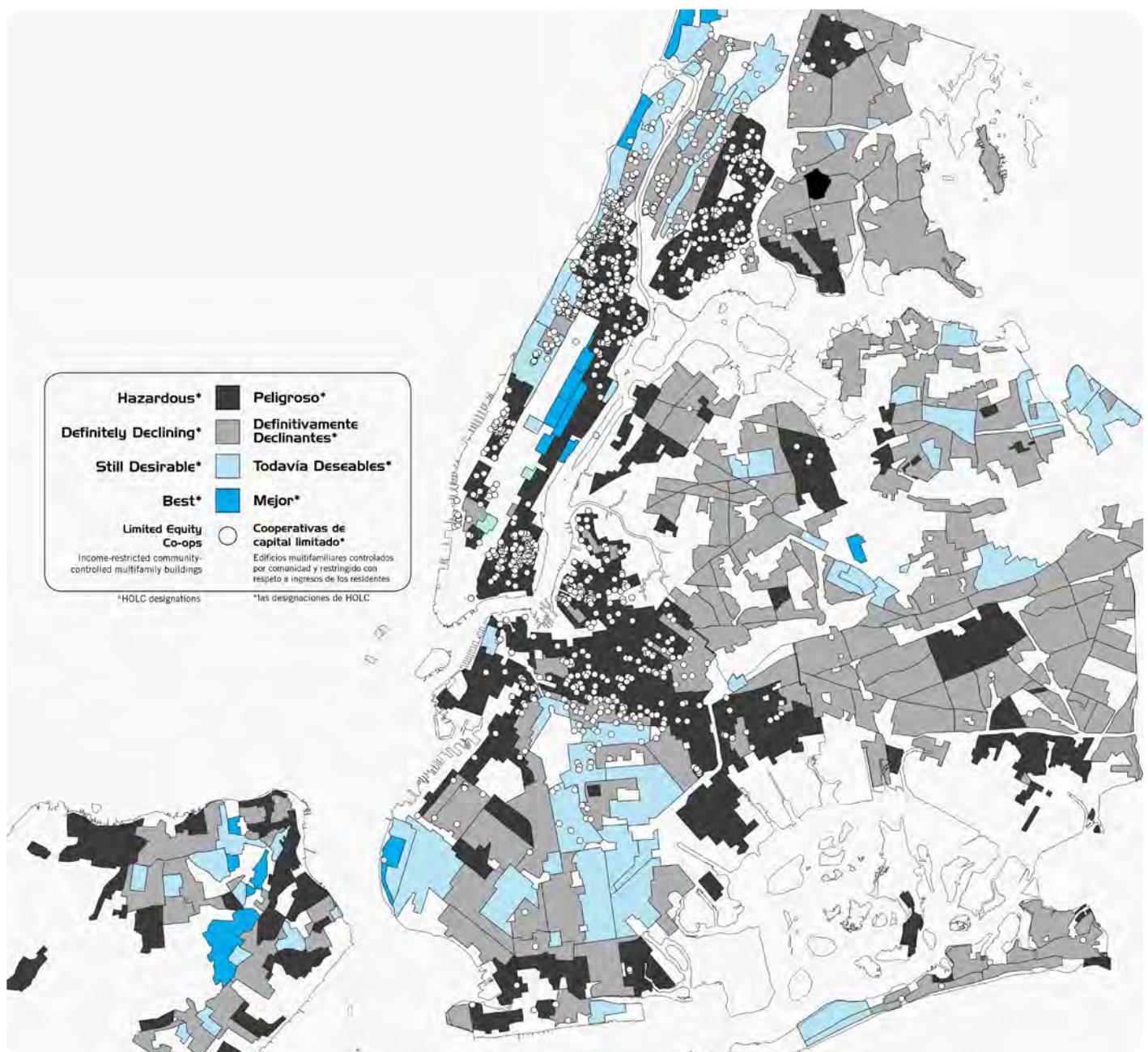
Transparent leadership and the participation of a majority of residents—each contributing unique skills and perspectives—make democratic governing and organizing possible. This collective control of housing helps prioritize a shared equity that keeps affordability manageable for future incoming residents.

III. Economic Empowerment & Sustainability

UHAB provides access to affordable, high-quality resources covering areas of energy, finance, democratic participation and education. These tools help residents maintain lower costs of living while helping to demystify financial technicalities. With support and guidance, all residents should be able to read and manage their finances, in order to make informed decisions about their operating costs.

Housing Justice is Racial Justice

This map overlays the location of modern-day HDFC co-ops with redlined neighborhoods from the 1930s. Redlining was a discriminatory housing practice that devalued neighborhoods where people of color lived and made it difficult for people of color to secure safe, affordable housing. In this map, the deepest shade of grey represents the least economically desirable neighborhoods. In the 1970s and 1980s, landlord abandonment and arson led to City foreclosure on thousands of occupied buildings in these same neighborhoods, creating the conditions for the self-help housing movement and the creation of thousands of HDFCs.



Through organizing and self-help initiatives, community-controlled housing arose as a way for low-income people and people of color to take control of their housing solutions when the government and private sector would not. Today, neighborhoods like Harlem, the South Bronx, and Central Brooklyn still struggle with the legacy of redlining; high air pollution, increased heat waves, higher poverty rates, and gentrification all threaten to displace longtime residents from neighborhoods that were once widely abandoned.

Through it all, community control remains a tool to provide New Yorkers with decent, affordable housing. HDFC co-ops are anchors in their neighborhoods, providing a safe haven to raise families and age in place. Tenant unions build power among renters and win victories like stronger rent laws.

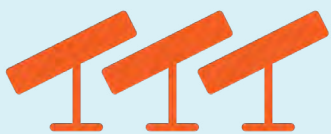


Through our work, UHAB helps people of color control, manage, and improve their homes. We know from experience that most of the low- to moderate- income residents in the buildings we serve are Black or Latinx. Our goal is to have as many people from the communities we serve reflected in our organization's leadership and programs.

Currently, around 60% of our Board and program staff are people of color, and more than half of our organization is bilingual in English and Spanish, fulfilling an essential need for our Spanish-speaking HDFC board members and residents. We provide our technical assistance, homeownership advisement, energy advisement, bookkeeping services, quarterly newsletter, and entire training curriculum in both English and Spanish.

UHAB BY THE NUMBERS: 2019

125 fair elections monitored
in practice of democratic
community control



9 HDFCs
adopted solar,
bringing the total
number to
28

3,500,000 tenants protected
under stronger rent laws



115 budgets planned to
preserve HDFCs' financial
stability & affordability



5
affordable
homeowner-
ship loans
totaling
\$242,011

203
trainings for
affordable
co-op
residents

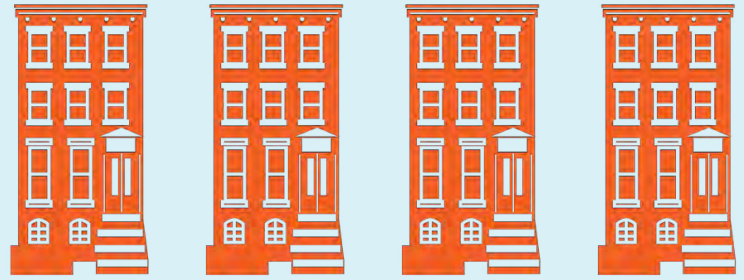


\$9,197,000
secured in loans to
help HDFCs make
capital
improvements



Our Co-op
Preservation
team helped
15 co-ops
secure necessary
loans to avoid City
foreclosure last year.

This represents over
350 families
that were able to
retain their equity
and control of their
homes through
technical assistance
and guidance
from
UHAB staff.



To date, UHAB is the
foremost developer of
limited-equity housing
co-ops in NYC. we have
developed **over**
1,300 units of
affordable housing
with the support of a
variety of City and State
programs.



FIRM BIO



ACETO LANDSCAPE ARCHITECTS

ALA is a process-driven, landscape architecture and urban design firm committed to thoughtful, creative intervention at the intersection of environment, economics, art, and culture. ALA was founded on the notion that great design is a product of careful listening, inclusive decision-making, and unrelenting passion for enduring built spaces. We believe landscape architecture lies at the nexus of the built form and the ephemeral qualities of an ever-changing environment. ALA's team offers a unique set of skills and perspective, well-equipped to harmonize and reconcile the roles and value systems of varied design disciplines. We integrate expertise and intuition to craft powerful places, built upon a commitment to resiliency and sustainability. Our studio's passion for craft and technical savvy affords us the opportunity to collaborate across a broad geographic range and myriad project scales from intimate private spaces to large-tract master plans.

ALA was founded in 2014 by Principal, Nick Aceto. ALA has 5 employees, all of which are landscape architects, licensed in the states of Maine, Massachusetts, New York and Colorado.

PROJECT TEAM KEY PERSONNEL



NICK ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | NA@ACETOLA.COM

Nick is a licensed landscape architect and urban designer with a deep passion for the creative process. Nick believes in landscape as a framework for organizing the patterns and behaviors through which we live. From the private garden to the region, Nick has the ability to recognize and translate patterns into visual narratives which tell the unique story of a place through built form. Nick grew up in Portland, Maine where he developed a deep appreciation for the rich and varied New England landscape, from rocky shorelines of the Atlantic to the forested peaks of the Appalachians. As both a consummate urbanist and adventure-seeking outdoorsman, Nick is intrigued by the interplay between urban form, economics, wild nature, and ecology.



CAITLIN ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | CA@ACETOLA.COM

Caitlin is a licensed landscape architect in the states of Maine, New Hampshire, and Colorado, who's passion for art and design began in the Chicagoland area where she was exposed to the architectural works of Frank Lloyd Wright and Olmsted's historic planned community of Riverside. Caitlin's project experience ranges in scale from circulation and wayfinding design at Grand Canyon National Park, to security barrier conceptualization for the Thomas Jefferson Memorial, to signage programming and design. Caitlin brings a distilled clarity to design that strives to embody the contextual heritage, textural richness and cultural integrity of place.



SETH KIMBALL, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

PRINCIPAL, LANDSCAPE ARCHITECT | SK@ACETOLA.COM

Seth has been practicing Landscape Architecture for over 15 years. He has a Bachelor's degree in Landscape Architecture from the University of Massachusetts Amherst. Seth's project experience includes serving as project manager/lead designer for a master plan for the new Al Guhair University in Dubai, the Al Ain Oasis Cultural Quarter Master Plan in Abu Dhabi, institutional experience including Phillips Andover Academy, Bates College, George Stevens Academy, and Southern New Hampshire University, and a range of residential project including homes in Texas, Idaho, Montana, New York, Arizona, and several throughout the northeast. Seth joined ALA in 2018, bringing to the practice his experience in civic, institutional, and residential projects. further ALA's commitment to achieve sustainable and resilient project outcomes.



LIST OF SELECT CURRENT & ONGOING OR COMPLETED ALA PROJECTS

ALA has been fortunate to have made meaningful contributions to a vast array of projects across a wide gamut of scales over the last 5-6 years. Below is an abbreviated list of select project examples intended to provide a sense of our professional skill set, experience, and range as a design studio. We would be happy to provide more information about any of the below projects upon request.

RESIDENTIAL

DBX 11 RESIDENCE	ASPEN, CO
WHITE HORSE SPRINGS RESIDENCE	ASPEN, CO
TELLURIDE AGUIRRE ROAD RESIDENCE	TELLURIDE, CO
PRIVATE RESIDENCE	SOUTH FREEPORT, ME
SHADOW MOUNTAIN CONDOMINIUMS	ASPEN, CO
SMYTH RESIDENCE	SNOWMASS, CO

COMMERCIAL/CAMPUS

100 FORE STREET OFFICE BUILDING	PORTLAND, ME
66 STATE STREET	PORTLAND, ME
LAAM 525 LIVE-WORK	BASALT, CO
HOTEL ASPEN	ASPEN, CO
MEMORIAL PLAZA	QUANTICO, VA
CUMBERLAND CLUB SITE PLAN	PORTLAND, ME
RIVERSIDE LIVE-WORK	PORTLAND, ME
WILLITS BEND LIVE-WORK	BASALT, CO
RED HAWK ELEMENTARY SCHOOL	ERIE, CO
CSU UNDERPASS STUDY	FORT COLLINS, CO
ANDERSON RANCH ARTS CAMPUS	SNOWMASS VILLAGE, CO

HOUSING & DEVELOPMENT

SCARBOROUGH DOWNS MASTER PLAN	SCARBOROUGH, ME
THE TREE FARM	BASALT CO
66 STATE STREET	PORTLAND, ME
BLOCK 11 MASTER PLAN	BRECKENRIDGE, CO
BROKEN COMPASS BREWERY	BRECKENRIDGE, CO
RIVERBEND COMMERCIAL CENTER	TIMNATH, CO
CUMBERLAND MULTI-GEN	CUMBERLAND, ME

PUBLIC

COMMERCIAL STREET TRANS. STUDY	PORTLAND, ME
LIBBYTOWN PLAYSCAPE	PORTLAND, ME
PORTLAND DOWNTOWN SQUARE	PORTLAND, ME
BASALT POST SIGNAGE	BASALT, CO
TOWN WAYFINDING SIGNAGE	BASALT, CO
BAYSIDE ADAPTS MASTER PLAN	PORTLAND, ME
ARBANEY PARK MASTER PLAN	BASALT, CO
BASALT OUR TOWN	BASALT, CO
TIMNATH COMMUNITY PARK	TIMNATH, CO
PACTS SMART CORRIDOR STUDY	PORTLAND, ME
LIBBYTOWN VISIONING	PORTLAND, ME
BERTHOUD PARKS & OPEN SPACE PLAN	BERTHOUD, CO

REFERENCES

CAITLIN CAMERON

CITY OF PORTLAND, URBAN DESIGNER
207-874-8901
CCAMERON@PORTLANDMAINE.GOV

"In my capacity as Urban Designer for the City of Portland, I interacted with Aceto Landscape Architects (ALA) on the 100 Fore Street project where they demonstrated thoughtful and creative design strategies for a challenging urban site. Speaking from my experience working with a diversity of landscape and urban design professionals in Southern Maine, I found ALA to have an innovative approach that demonstrates a value for and understanding of the role of public space and urban landscape for the livability and resiliency of cities and towns." - Caitlin Cameron

BRUCE HYMAN

CITY OF PORTLAND, TRANSPORTATION PROGRAM MANAGER
207-874-8717
BHYMAN@PORTLANDMAINE.GOV

"Aceto Landscape Architecture's compelling graphics as part of the Portland-South Portland Smart Corridor Plan effort in 2017 enabled the public to readily visualize the benefits and trade-offs of various transportation alternatives being considered and highlighted the opportunities those alternatives could also have for placemaking, a key goal of the Plan." - Bruce Hyman

RICH CIECIUCH

PROJECT WORKSHOP
970-729-0126
RICH@PROJECT-WORKSHOP.COM

"ALA is a key design collaborator in our design build approach, helping to navigate complex approval issues, participating seamlessly in the iterative design process that succeeds best when site attribute identification and organization melds with building design concepts. They are excellent listeners and always come back with creative and unexpected solutions. Community and Neighbor impacts of any development must be carefully contemplated and negotiated to a successful outcome, and ALA has all the skills and experience to shape and illustrate how new projects relate to the existing fabric of community and neighborhoods." - Rich Ciecuch

DAN BACON

DEVELOPMENT DIRECTOR MR.HOLDINGS
207.232.5154
DBACON@MR.HOLDINGS

MARK RUDOLF

PRINCIPAL / OWNER VELLUM ARCHITECTS
970 618 1889
MARK@VELLUMAD.COM

JAY CHACE

PLANNING DIRECTOR, TOWN OF SCARBOROUGH
207-730-4042
JCHACE@SCARBOROUGHMAINE.ORG

TROY MOON

CITY OF PORTLAND SUSTAINABILITY COORDINATOR
THM@PORTLANDMAINE.GOV
207.756.8362



THE DOWNS | 510-ACRE MASTER PLAN & TOWN CENTER SCARBOROUGH ME

ALA has worked collaboratively with Gorrell Palmer Consulting Engineers along with a large team of consultants and stakeholders in developing a master plan for this 500+ acre former harness racing facility. The project was recently granted a TIF agreement based in large part on the attributes ALA visualized in their plans for the proposed Town Center which included a 4 acre community park with music venue, playground, and sport courts.

KEY STAFF SERVICES STATUS REFERENCE

Nick Aceto, Seth Kimball
Master Planning, Urban Design, Landscape Architecture, Visualization
Planned
Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org

ALA worked closely with an experienced Southern Maine builder to develop a neighborhood plan which begins to challenge conventional subdivision development rules with a compact pattern and highly walkable streetscape organized around a central woodland preserve which serves as a neighborhood playscape.

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FRONTRUNNER PARK

SCARBOROUGH ME

This third phase of The Downs master plan includes over 200 homes across a broad range of affordability including compact, lane-loaded single family and pocket homes as well as more than 75 apartment units and ground floor office space. The plan is organized around a series of small parks and a highly-walkable street grid.

KEY STAFF

Nick Aceto, Seth Kimball

SERVICES

Master Planning, Urban Design, Landscape Architecture, Visualization

STATUS

Permitted, Expected Construction Fall 2020

REFERENCE

Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



LAAM 525

BASALT CO

Aceto Landscape Architects worked closely with architect, owner and contractor on this urban infill development, providing creative streetscape and urban plaza design interventions. The project included 8 affordable residential units, 5,000 SF of commercial / light industrial space, parking, and integration with the town's transit system.

KEY STAFF

Caitlin Aceto, Nick Aceto

SERVICES

Landscape Architecture, Urban Design

STATUS

Under Way Summer 2020

REFERENCE

Glenn Rappaport | grappa@blackshack.net



FREEPORT LIVE-WORK

FREEPORT ME

Freeport Live-Work is a community master plan envisioned as a series of mixed-density neighborhoods including more compact, single-family pocket homes as well as mixed-use townhomes and commercial-office buildings

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Urban Design, Planning
STATUS	Planned
REFERENCE	Undisclosed



BASALT ON-CALL PLANNING

BASALT CO

ALA was tasked with the study of two parcels within the Town of Basalt Growth Management Area for feasibility of alternative 'affordable' housing development options. ALA explored options for pocket neighborhoods, compact lot scenarios, and consolidation of infrastructure as a means to offset development cost and in turn reduce home pricing.

KEY STAFF

Lisa Cowan, Caitlin Aceto

SERVICES

Landscape Architecture, Visualization

STATUS

Planning Document Complete 2016

REFERENCE

Undisclosed | Undisclosed



BRECKENRIDGE SUSTAINABLE COMMUNITY

BRECKENRIDGE CO

ALA provided master planning, urban design and landscape architecture services for the larger mixed-use community surrounding the Broken Compass Brewery site in Breckenridge, Colorado.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	On-Hold
REFERENCE	Rich Ciuciuch, Project Workshop



RAISE-OP | BLAKE STREET CHARETTE LEWISTON ME

ALA worked collaboratively with this Lewiston CO-OP via a series of charrettes and workshops to help develop a plan for a new CO-OP building which could be replicated across a number of typical infill sites across Lewiston. Working with residents, ALA and BILD Architecture built consensus around parking, site utilization, program, and amenities.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Site Planning, Urban Design, Public Engagement
STATUS	Planned, On-Hold
REFERENCE	Craig Saddlemire, Evan Carroll



RAILROAD SQUARE LIVE-WORK YARMOUTH ME

Situated on a former commercial shipping yard between an existing railroad corridor and historic Main Street, Railroad Square is conceived as a compact, walkable, mixed-use residential community which celebrates the site's historic commercial character while testing new models for living and working.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Site Planning
STATUS	Planned
REFERENCE	Kevin Bunker, Alex Jaegerman



JAX SCHOONER HEAD EAST CO-HOUSING

BAR HARBOR, ME

The Jackson Laboratories is an institution with a long history in Bar Harbor and one of the State of Maine's largest employers. ALA was tasked with developing a site inventory and analysis and conceptual master and site plans for employee and guest housing on a 36.5 acre parcel directly adjacent to the main campus.

KEY STAFF	Nick Aceto
SERVICES	Site Planning, Urban Design
STATUS	Planned, Under Way
REFERENCE	John Fitzpatrick



WILLITS BEND | LIVE-WORK COMMUNITY

BASALT CO

ALA has worked closely with Black Shack Office to develop plans and visualization for expansion of this live-work community in Basalt, CO. The community is comprised of 6 buildings with commercial, light-industrial space on the ground floor with tenant-finish residences above.

KEY STAFF	Nick Aceto
SERVICES	Master Planning, Urban Design, Landscape Architecture, Visualization
STATUS	Completed 2019
REFERENCE	Glenn Rappaport



LIBBYTOWN PLAYScape

PORTLAND ME

ALA worked closely with the Libbytown Neighborhood Association to provide conceptual design and visuals for a new playground planned in Dougherty Field Park in Portland. Due in large part to ALA's imaginative design in conjunction with the neighborhood association's proposal, the project was awarded more than \$130,000 in CDBG funding in 2018 through the competitive selection process with the City of Portland.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	Under Way Summer 2020
REFERENCE	Ethan Hipple, Zack Barowitz

Blackstone Senior Living

Location: Falmouth, Maine

Completion Date: February 2018

Size: 15,000 square feet new

Program: 19 units new, 1-bedroom, and 2- bedroom apartments to Passive House performance levels; plus significant rehabilitation of 20 existing units

Cost: \$185 / sf

Scope: New Construction and rehabilitation

Reference:

Catherine Elliott

Avesta Housing

(207) 553-7780

CElliott@avestahousing.org





48 Union Wharf | Portland, ME. 04101 | tel. 207.772.6022

www.archetype-architects.com

Company Background and History

Archetype Architects has, since 1983, developed an extensive portfolio of building projects in Maine and New England. We are a commercial architectural firm specializing in business, retail and housing developments. Our areas of service include master- planning, architectural design, and interior design. Prior to 1983 David Lloyd and Bill Hopkins maintained separate practices after having begun their careers in Boston and New York, respectively.

Archetype regularly designs and completes commercial projects in a very diverse field of typologies. Everything from hospitality and multi-family residential to offices and light industrial projects is well within our purview.

Personnel:

Principals: David Lloyd
William Hopkins

Architects: David Mele
Barry Yudaken
Virginie Stanley
Katherine Detmer
James Broadbent

Architectural Associates: Michael Hutchins
Mike Coyne
Devin Cough

Architectural Interns: Maryna Nelson
Sam Berry

Interior Designer: Sally Anderson

Office Manager: Susan Geffers

Registration Status:

Maine, New Hampshire, Massachusetts, Connecticut, New York, New Jersey, RI and US Virgin Islands

Professional Affiliations:

National Council of Architectural Registration Board
International Building Code
National Fire Protection Association

RELATED PROJECT EXPERIENCE

Archetype has provided Design Services for the following residential projects.

Project & Location	Type of Project	Client
Osprey Circle S. Portland, ME	48 Units Apartments 2 large multi-unit buildings	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Oriole Way Ellsworth, ME	50 Units Apartments 7 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Webster Point Orono, ME	15 Units Condos 7 Buildings Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Summer Street Gardiner, ME	15 Units Apartments 2 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Minot Ave. Auburn, ME	36 Units Apartments 3 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Maple Street Augusta, ME	29 Units Apartments 3 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Deering Place Portland, ME	75 Units Apartments	Avesta Housing (207) 553-7780
Motherhouse Portland, ME	88 Units Elderly Apartments	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Fox School S. Paris, ME	12 Units Elderly Apartments	Avesta Housing (207) 553-7780
Larrabee Commons Westbrook, ME	38 Units Elderly Apartments	Christopher LaRoche – Westbrook Housing (207) 854-6805-claroche@westbrookhousing.org
Millbrook Estates Westbrook, ME	38 Units Elderly Apartments	Christopher LaRoche – Westbrook Housing (207) 854-6805-claroche@westbrookhousing.org
St. Ignatius Sanford, ME	66 Units Apartments	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Eliot Housing Eliot, ME	38 Units Elderly Apartments HUD	David Bateman - Bateman Partners, LLC (207) 772-2992-David@batemanpartnersllc.com
Carleton Street Portland, ME	37 Units Apartments	Avesta Housing (207) 553-7780
Huse School Bath, ME	58 Units Apartments	Nathan Szanton - The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Hodgkins School Augusta, Me	47 Units Apartments	Amanda Bartlett - Augusta Housing amanda.bartlett@augustahousing.org
134 Washington Ave. Portland, ME	18 Units Veterans Housing	Avesta Housing (207) 553-7780

RELATED PROJECT EXPERIENCE

Archetype has provided Design Services for the following residential projects.

Project & Location	Type of Project	Client
Village Green Cumberland, ME	38 Units Apartments	David Bateman - Bateman Partners, LLC (207) 772-2992-David@batemanpartnersllc.com
Sanford Mill Sanford, ME	36 Units Apartments	Northland Enterprises, LLC Rex Bell
Danforth on High Portland, ME	30 Units Apartments	Random Orbit, Inc. Peter Bass
Hyacinth Place Westbrook, ME	37 Units Apartments	Avesta Housing (207) 553-7780
Sullivan School Apartments South Berwick, ME	34 Units Apartments	David Bateman - Bateman Partners, LLC (207) 772-2992-David@batemanpartnersllc.com
Emery School Apartments Biddeford, ME	24 Units Apartments	Avesta Housing (207) 553-7780
The Mill at Saco Falls Biddeford, ME	66 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Spring Crossing Elderly Housing Westbrook, ME	34 Elderly Apartments	Christopher LaRoche – Westbrook Housing (207) 854-6805-claroche@westbrookhousing.org
53 Danforth Portland, ME	43 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Walker Terrace Portland, ME	40 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Casco Terrace Portland, ME	27 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com





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Acorn Engineering, Inc. is a Portland-based civil and environmental engineering firm of nine full-time employees and four construction inspectors. Acorn's team has a diverse portfolio providing Maine with quality engineering and environmental services as well as state-wide construction administration on behalf of the Maine Department of Transportation.

A cornerstone of Acorn Engineering is the attention to quality and exceptional level of service on every project, regardless of size. Our engineers and scientists pride themselves on their extensive experience, which is backed by a broad knowledge of civil and environmental engineering practices from smaller residential projects to larger commercial projects that integrate environmental assessment and site redevelopment.

Acorn Engineering has demonstrated the ability to breakdown and synthesize widely disseminated regulations into accepted engineering practices and practical site assessment and development. As a result of Acorn's efforts, the Cumberland County Soil & Water Conservation District recently recognized Acorn as the Contractor of the Year. This was the first award associated with the nationally recognized Long Creek Restoration Project and the first time the Cumberland County Soil & Water Conservation District ever recognized an engineering firm as their Contractor of the Year.

Acorn's expertise covers the areas of: civil/site design, evaluation, development, and permitting; and construction phase services such as construction administration, construction documents, project bidding, and site inspection including erosion and sedimentation control. Acorn's experience also includes the field of environmental engineering and compliance such as: Phase I and Phase II environmental site assessments, soil and groundwater remediation planning and design; Maine's Voluntary Response Action Program (VRAP); and stormwater treatment system design and permitting.

Acorn's engineers have designed, permitted, and overseen construction on numerous single-family and multifamily residential projects including traditional subdivision designs featuring on-site sewage/septic disposal and drilled wells. Furthermore, Acorn has demonstrated extensive experience and capabilities with municipalities, the Maine Department of Transportation (MDOT), Maine Department of Environmental Protection (MDEP), soil & water conservation districts, conservation commissions, municipalities, and the private sector on environmental and site development projects as demonstrated by the following:

- Listed on Maine DEP's Pre-Qualified Vendor List for Environmental Consulting Services
- Listed on Maine DOT's Pre-Qualified Consultants for eight service areas (listed under Section I.D)
- Cumberland County Soil & Water Conservation District Contractor of the Year for work on the Long Creek Restoration Project

- **Public Works Redevelopment – Meeting House Hill**

Over the past two years, Acorn Engineering has worked in close association with the City of South Portland, neighbors, and private clients on the redevelopment of the former Public Works facility. The 6-acre site is nestled in the middle of the Meeting House Hill residential neighborhood and is currently



a mix of storage buildings, fuel fill stations, miscellaneous stockpiles, and pavement. The site will be redeveloped into a mix of multifamily townhomes and single-family dwellings comprising 38 units along with a public park and community gardens.

In addition to the environmental remediation, Voluntary Response Action Program (VRAP), and other environmental considerations given the previous land use, the project is subject to a Maine DEP stormwater management law. The redevelopment design results in a reduction in impervious area of over 50% and reduces land use intensity across the site. Though not required, several stormwater BMP's have been implemented into the site as a best practice, further attenuating and treating stormwater runoff. In addition to the significant redevelopment plan, Acorn has designed an infrastructure plan to separate the storm and sewer mains. This will include installing 400 feet of new storm drain along the existing O'Neil Street right-of-way and 700 feet of new storm drain along the proposed O'Neil Street right-of-way extension. Overall, this effort will reduce the effects of combined sewer overflows (CSO) into Casco Bay which occur due to wet-weather events and the wastewater treatment plant's inability to provide capacity for both storm and sanitary sewer flows.

As part of this project, Acorn held a multitude of meetings with the City including the assistant City manager, the former Mayor, the entire planning division, and the chief engineer of Public Works. Furthermore, Acorn has collaborated with department heads of the Fire, Parks, Public Works, and Water Resource departments to ensure a feasible and ideal project for all parties. As a result, the process was truly a collaborative effort with a number of stakeholders weighing in on the design.

- **Munjoy Heights**

Acorn provided civil/site engineering and permitting for the design of Munjoy Heights – a six townhome, 29-unit development on the steep slopes of Munjoy Hill in the City of Portland. Acorn designed and developed construction drawings for the sanitary sewers, storm drains, water mains, driveways and pedestrian circulation, retaining wall locations, building locations, and drainage infrastructure to be built in compliance with City standards.



A key component to the project was coordinating with the City on the future combined sewer separation project and the site's overall stormwater management. Additionally, discussions with neighbors and stakeholders were paramount in the project's success.

The innovative urban infill project compliments the Munjoy Hill neighborhood with a communal design and plentiful native landscaping that replaced invasive species which previously dominated the eroding banks prior to the development. The \$22 million project features a courtyard, terraced landscaping, a Portland Trails-maintained path that connects the redevelopment to the existing trail system, and low impact development (LID) techniques that meet MDEP Chapter 500 regulations. The stormwater management includes an underdrained sand filter and chambers that detain and treat stormwater on site in tandem with strategically placed rain gardens.

The project required extensive coordination and collaboration between the client, City of Portland, Portland Trails, the structural engineer, the architect, and the contractor to successfully complete the project with the first “woonerf” in the state and maintaining the existing public walking path through the property.

- **200 Valley St**

Working with Avesta Housing, Acorn Engineering provided civil engineering and permitting for Avesta's 60-unit project in the St. John Valley neighborhood. This urban infill project replaces the existing single-family house and abutting vacant lots into new affordable housing opportunities with two levels of covered parking, amenities, and a rebuilt project frontage with new sidewalks, street trees, and bicycle hitches.



As part of the project, Acorn developed a transportation and parking analysis to ensure that the provided parking will adequately serve the redevelopment. Furthermore, the design team identified and implemented multiple strategies to encourage residents to efficiently utilize the many modes of transportation available on the Portland peninsula.

- **Little Dolphin Drive & Jocelyn Place**

In collaboration with the South Portland Housing Authority and Risbara Holdings, Acorn provided civil engineering design and permitting of a multi-use subdivision at the end of Little Dolphin Drive in Scarborough. Proposed uses include a two-story office building and a three-story 60-unit senior housing facility with associated parking and landscaped areas.



In addition to a voluntary neighborhood meeting, the project went through a 3-step master plan phase with the Town of Scarborough in which the project was collaborated on with Planning Staff, the Planning Board, and neighbors.

The project is subject to Maine DEP and US Army Corps permits. To adequately treat stormwater on the site, Acorn has designed multiple stormwater BMPs meeting Maine DEP Chapter 500 regulations resulting in a low impact design.

- **89 Anderson Street**

In collaboration with Redfern properties and the East Bayside neighborhood, Acorn developed the civil/site engineering design of a mixed use 53-unit redevelopment of an existing under-utilized, urban infill lot in the East Bayside neighborhood. Acorn's scope of services included in the initial phase applying for and obtaining a zone change and



conducting Phase I and Phase II Environmental Site Assessments to evaluate potential environmental contamination at the site.

After conducting the environmental remediation efforts, Acorn developed the site layout and design of sanitary sewers, storm drains, water mains, site driveway, retaining wall locations, building locations, parking lot design, building drainage structures, utility connections and landscaping plan (with a landscape architecture subconsultant) to meet the City of Portland Technical Standards. Acorn also integrated sidewalk and improvements associated with the project into the City's Anderson Street ByWay project. Furthermore, the project team worked with a non-profit organization, the Telling Room, to provide public art along the Fox Street streetcape in lieu of traditional fencing.

Overall, the project established an important mixed use building on a prominent corner lot adjacent to Kennedy Park which contains popular recreation space. The building houses a restaurant and the Gear Hub bicycle school on the first floor with residential apartments above which encourages an active street presence with housing, goods, and services that help tie the neighborhood together and keep eyes on the street.

- **667 Congress Street – The Hiawatha**

The \$28 million project included the civil/site engineering design for the 8-story, first floor retail and 139-unit apartment building on Congress Street in Portland. Vehicle parking is served by two levels with separate access from Vernon and Avon St. The project featured building and site design in an historic district adjacent to Longfellow Square.

Services included, but is not limited to, permitting with the City of Portland, layout and design of sanitary sewers, storm drains, water mains, pedestrian and vehicle entrances, building locations, parking lot design, and parking garage grading and drainage. Acorn provided significant coordination between the Architect, Structural Engineer, Geotechnical Engineer, Construction Management Company, Owner, and the City.





CREDERE

ASSOCIATES, LLC

Brownfield Assessment & Cleanup

Credere specializes in redevelopment planning, engineering, and environmental sciences with a goal of providing services that positively impact the community, economy, and environment using Smart Growth principles. Credere is SBA certified 8(a); DOT certified DBE in ME, NH and MA; and Self-Certified EDWOSB/WOSB.

The word “credere” means “to believe” in Italian. Credere is also an acronym for community revitalization, economic development, environmental remediation, and engineering. It was very important to Theresa and Rip Patten when naming the company that the name communicates something more than crediting the owners. The name should embody the company mission: what the company believes, what it aspires to do for its clients, and the means through which it can be achieved. To us, Credere is the perfect name. We believe that we can use our engineering education and our knowledge of environmental remediation to help our clients achieve community revitalization by successful completion of redevelopment projects. It is our small way to make the world a little better. Credere works with planning commissions, municipalities, economic development boards, private developers, and local and federal government agencies to overcome environmental issues that are hindering the redevelopment process.

Credere’s mission is to provide services that positively impact the community, economy, and environment that our clients and employees work, live and play.

Credere has extensive experience in completing long-term, sustainable Brownfields Programs and private redevelopment projects, which use smart growth principles. The projects include various tasks, such as, environmental assessment, re-use planning and remediation and redevelopment engineering.



Marada Adams School – 48 Moody Street, Portland, Maine

The 1.5-acre Marada Adams Community School was used as an educational facility from 1958 until 2006, when the school was closed and the property was vacated. Historically, the property contained a complex of buildings occupied by the Portland Railroad Company and a trolley railroad crossed the middle of the site. During the late 1800s, a portion of the property was also used as the Burgess, Forbes & Company White Lead & Color Works facility (a can and hand grenade manufacturer). Credere performed a Phase I assessment at the property in anticipation of a transfer of ownership from the City of Portland to a private non-profit affordable housing developer, AVESTA Housing. Following the sale of the property, Credere performed Phase II activities to investigate potential hazardous building materials and contaminated soil. Based on the Phase II data, the developer was able to anticipate concerns with worker and future residential exposure, and waste soil disposal. Credere helped the development team minimize the financial and logistical impact of these issues through the re-design of the site layout, enrollment in the Maine DEP VRAP program, and attainment of a \$200,000 Brownfields cleanup grant. Between 2012 and 2013, Credere oversaw the remediation of hazardous building materials, contaminated soils, and the redevelopment of this site into 16 units of affordable homeownership housing, a public greenway and a playground. The project transformed an underutilized Brownfields site located in an otherwise vibrant neighborhood and returned it to the community.



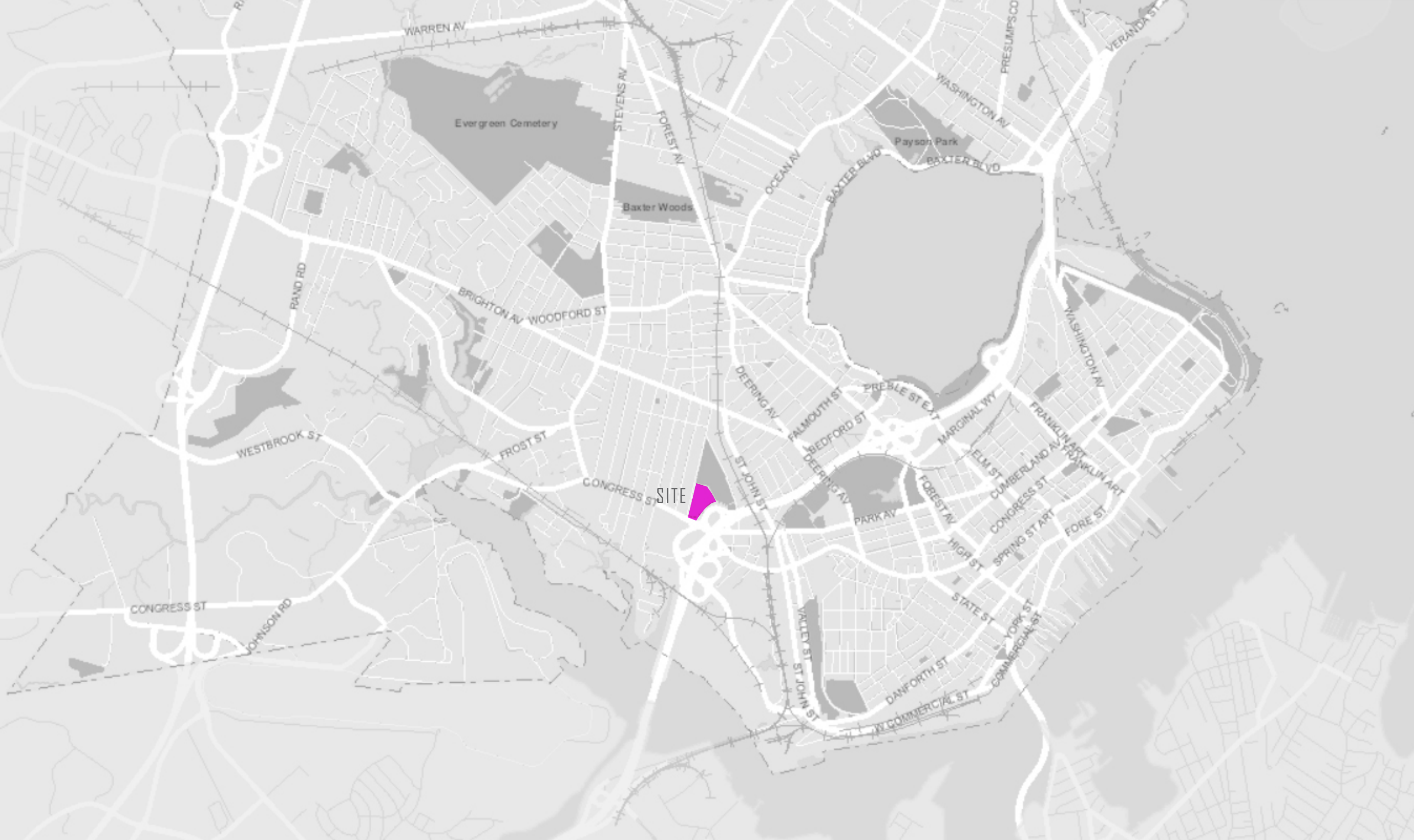
Thornton Heights Commons – 611 Main Street, South Portland, Maine

The South Portland Housing Authority acquired the former St. John parish church, rectory (i.e. a residence for clergy), and a church school in Thornton Heights or South Portland, Maine. The buildings on the 1.81-acre site were severely dilapidated and contained substantial hazardous building materials including lead, asbestos, and PCBs, and soil was contaminated from lead paint around all of the Site buildings. Credere performed several phases of environmental investigation, geotechnical investigation, assisted the housing authority in obtaining a \$500,000 EPA Brownfields cleanup grant, and cleanup and redevelopment planning. In 2020, Credere oversaw the solicitation of bids from cleanup contractors and subsequently implemented the abatement and remediation of the site, demolition of the Site buildings, and preparation of the site for redevelopment. The project is currently moving to construction of a 46,000 square foot four-story mixed-use affordable housing projected that will include parking for seventy vehicles,

a 10,000 s.f. community open space, and three new single-family house lots. The building will consist of 42 apartments on the three upper floors, a community space, and 7,000 s.f. of commercial space on the ground floor.

State Street School – 261 Center Street, Brewer, Maine

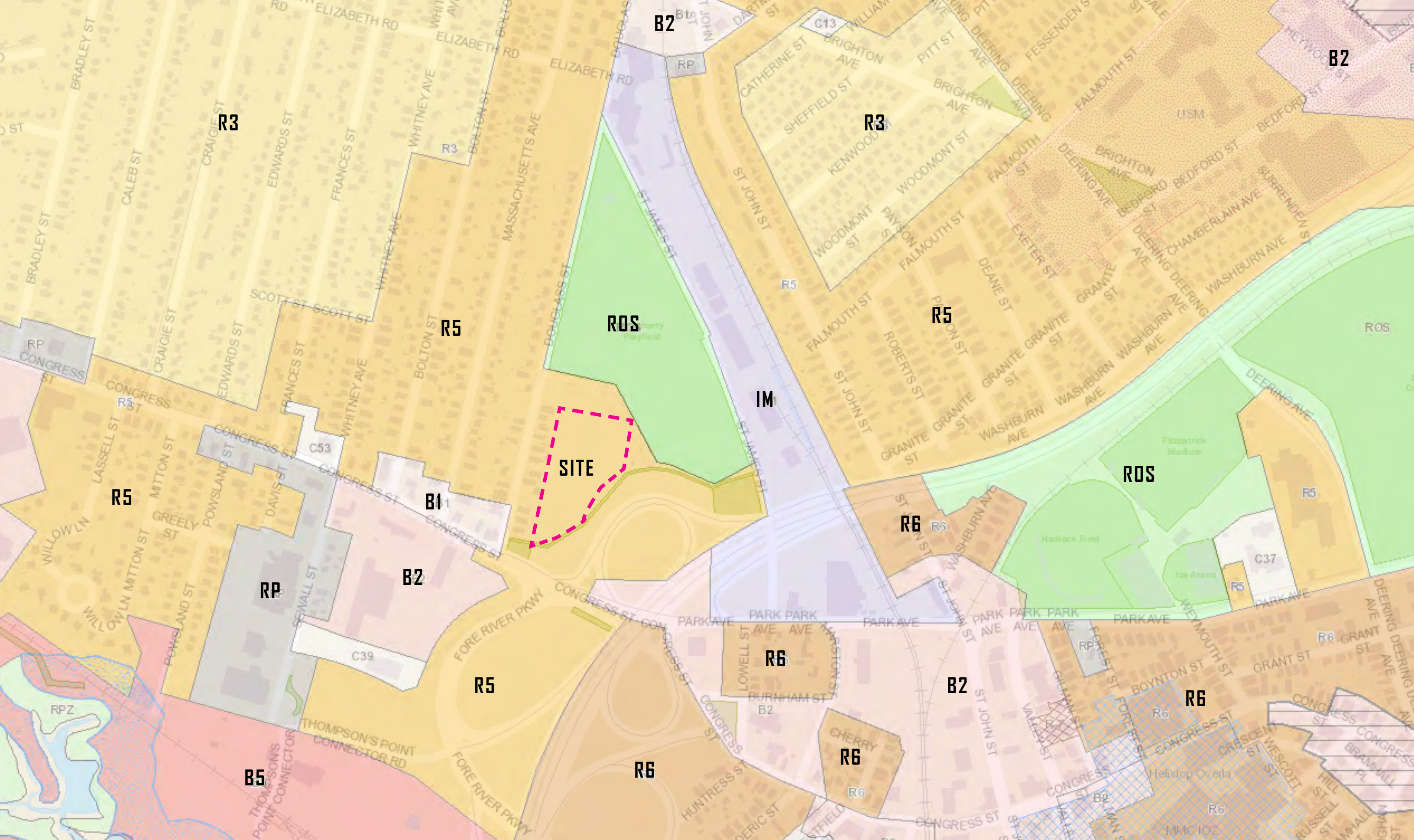
The State Street School was a 6,630-square foot two-story building that was constructed in 1948. The Site building was operated as an elementary school from 1948 until June 2011 and was vacant thereafter. Based on assessment work completed at the Site by Credere and others, asbestos, lead, and universal and/or hazardous waste were considered to be contaminants of concern. Credere assisted the City in remediation planning and environmental clean activities, which included abatement and removal of asbestos; universal, special, and hazardous waste; and lead-based paint building debris in accordance with the Maine DEP VRAP. To support the redevelopment of the Site, Credere completed a geotechnical engineering evaluation and provided recommendations for the design and construction of the 48-unit Community Housing of Maine (CHOM) affordable housing development. This was the first multi-family passive building in ME and in New England, and at the time, was the largest passive housing building anywhere in the country. As part of this work, Credere conducted a subsurface exploration program, which included laboratory testing, evaluating subsurface conditions, and completing geotechnical engineering analyses including settlement and bearing capacity calculations and limited stability assessment of proposed excavations.



SITE LOCATION MAP
MAY 2020



SITE





SITE

TRANSIT STOP

TRANSIT STOP







LAND USE SUMMARY			
BLDG	HT	UNITS	GSF
A (CO-OP)	3ST.	12	~11,760
B (CO-OP)	2 ST.	4	~4,080
C (CO-OP)	2 ST.	4	~4,080
D (CO-OP)	2 ST.	4	~4,080
E (CO-OP)	2 ST.	4	~4,080
F (CO-OP)	3 ST.	12	~11,760
G (CO-OP)	3 ST.	12	~11,760
H (CO-OP)	4 ST.	56	~63,964
TOTAL		108	~115,564

PARKING SUMMARY	
81 SPACES	(.75/UNIT)

LOT COVERAGE	
TOTAL ENVELOPE	~3.08 AC.
TOTAL BLDG COVERAGE	~40,230 SF
TOTAL IMPERVIOUS PAVING	~40,163 SF
TOTAL LOT COVERAGE	80,393 SF (~60%)

DOUGLASS COMMONS CO-OP+
OVERALL SITE PLAN

0153060

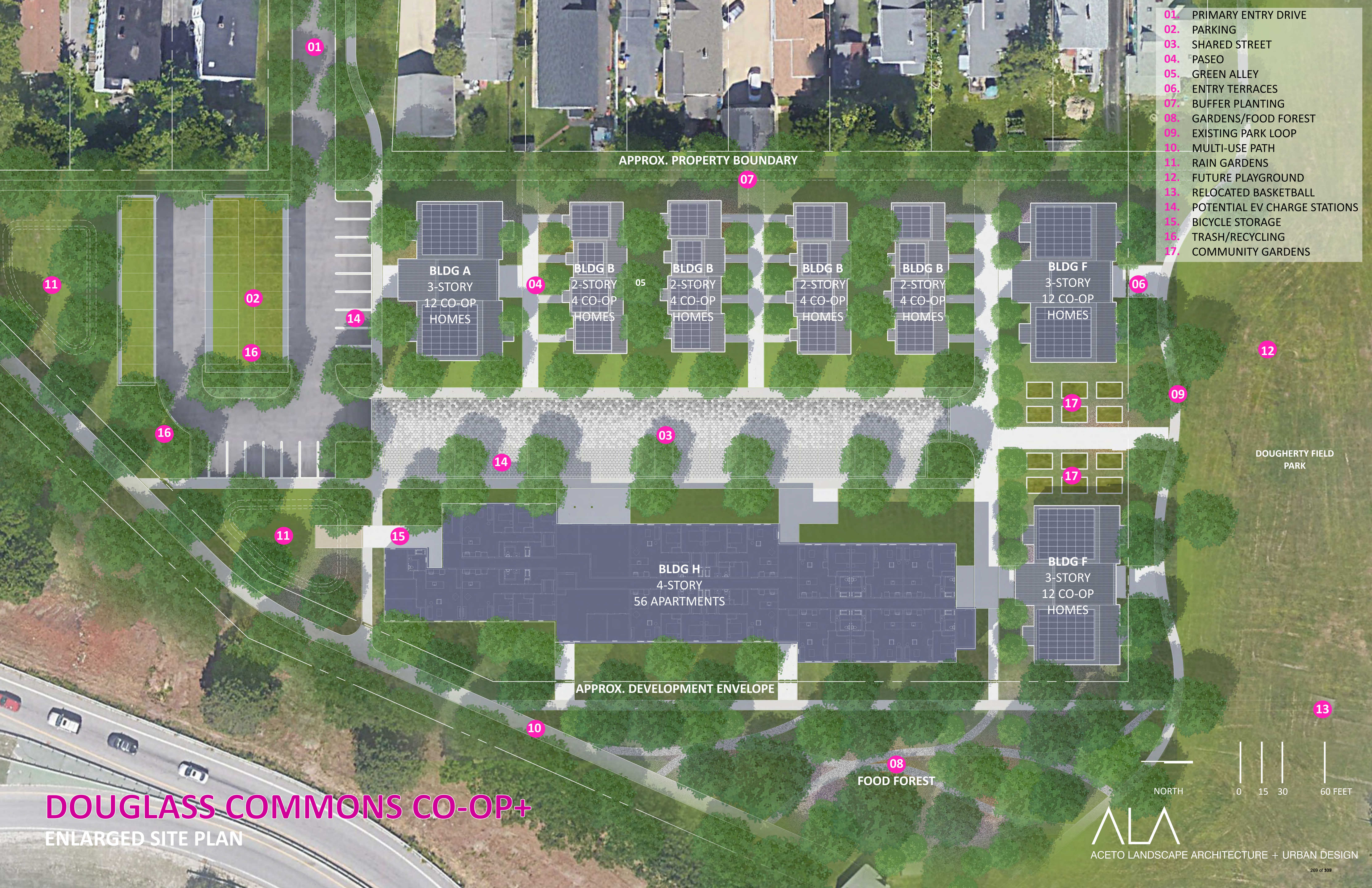
FEET

NORTH

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

268 of 308

- 01. PRIMARY ENTRY DRIVE
- 02. PARKING
- 03. SHARED STREET
- 04. PASEO
- 05. GREEN ALLEY
- 06. ENTRY TERRACES
- 07. BUFFER PLANTING
- 08. GARDENS/FOOD FOREST
- 09. EXISTING PARK LOOP
- 10. MULTI-USE PATH
- 11. RAIN GARDENS
- 12. FUTURE PLAYGROUND
- 13. RELOCATED BASKETBALL
- 14. POTENTIAL EV CHARGE STATIONS
- 15. BICYCLE STORAGE
- 16. TRASH/RECYCLING
- 17. COMMUNITY GARDENS



DOUGLASS COMMONS CO-OP+

ENLARGED SITE PLAN



DOUGLASS COMMONS CO-OP+

PERSPECTIVE

ALA

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN



WOONERF



WOONERF



COMMON GREEN



PARK PROMENADE

Douglas Commons: 56 Unit Rental Housing Szanton Company, Maine Cooperative Development Partners 43 & 91 Douglass Street		
One-bedroom (28)	at or below 60% area median income	8
	at or below 50% area median income	12
	Market Rate	9
two-bedroom (17)	at or below 60% area median income	5
	at or below 50% area median income	7
	Market Rate	5
three-bedroom (10)	at or below 60% area median income	3
	at or below 50% area median income	5
	Market Rate	2
Total	at or below 60% area median income	16
Total	at or below 50% area median income	24
Total	Market Rate	16
Total Units		56

Douglas Commons: 52 Unit Cooperative Housing Szanton Company, Maine Cooperative Development Partners 43 & 91 Douglass Street		
One-bedroom (18)	at or below 100% area median income	7
	at or below 80% area median income	6
	at or below 60% area median income	5
	Market Rate	0
Two-bedroom (12)	at or below 100% area median income	5
	at or below 80% area median income	4
	at or below 60% area median income	3
	Market Rate	0
Three-bedroom (6)	at or below 100% area median income	0
	at or below 80% area median income	0
	at or below 60% area median income	6
	Market Rate	0
Three-bedroom Town Homes (16)	at or below 100% area median income	9
	at or below 80% area median income	7
	at or below 60% area median income	0
	Market Rate	0
Total	at or below 100% area median income	21
Total	at or below 80% area median income	17
Total	at or below 60% area median income	14
Total	Market Rate	0
Total Units		52

A. Developer

RFP 20068

Brian Eng
6 City Center, Floor 3
Portland, ME 04101
bri.d.eng@gmail.com
Phone: 413-262-2610
Fax: 207-899-4870

Alternative Contact:
Liz Trice
liztrice@gmail.com
Phone: 207-776-0921

B. Lambert Village Proposal (RFP 20068)

Overarching goal: "Beautiful, Sustainable, Attainable, High Performance Co-operative Village"

Lambert Village creates a pedestrian friendly, closely knit "pocket neighborhood" of highly energy efficient, family-oriented, factory-built, single-family-style homes and neighborhood amenities at the two sites totaling 13.39 acres at 165 Lambert Street in the North Deering neighborhood of Portland, Maine. Lambert Village will be structured as a limited-equity housing co-operative ("Co-op") developed by a partnership of highly experienced development and co-op professionals. We see this as a unique opportunity to use innovative legal, financial and design models to create an environmentally sustainable, family-oriented homeownership community with permanent affordability. Co-op housing communities are democratically owned and operated. From a governance and decision-making standpoint, co-ops are inherently the most participatory and collaborative form of housing. Traditional single family homeownership is autocratic. Condominium ownership is like a United Nations of autocracies. Co-op homeownership builds closer, more collaborative communities --- a village. The innovative, clustered landscape and building design of Lambert Village honors and supports these democratic and community building principles.

In addition to collaborative governance, the co-op structure permits innovative financing through the HUD Section 213 program. The favorable loan-to-cost, interest rate and amortization terms of Section 213 loans are far more supportive of the high-cost of new construction than conventional residential financing. Furthermore, the model deemphasizes individual credit scores by placing a blanket mortgage on the entire cooperative rather than individual mortgages on each home. We expect that Lambert Village will appeal primarily to renters who desire the control that homeownership affords but might otherwise have difficulty qualifying for a sufficient individual mortgage. Secondly, we imagine that Lambert Village will appeal to households that value the Village's innovative design and community characteristics. Finally, Lambert Village will form under the Maine Cooperative Affordable Housing Act (13 M.R.S. §§ 1741, et seq.) which is specifically designed to create permanently affordable housing consistent with the City's goals.

Proposed Use to Achieve the City of Portland's Goals

Market Demand (20 Points)

100% of Lambert Village's homes will be permanently affordable for households earning between 60%-100% of Area Median Income (AMI).

Economic Diversity (10 Points)

Lambert Village provides housing options which promote economic diversity in the neighborhood by serving a range of incomes. The ability to support economic diversity will be directly proportional to the City's ability to support the project through the contribution of land, tax increment financing, etc.

Age Inclusive (10 Points)

Lambert Village will provide age-inclusive housing. The homes of Lambert Village will be efficiently sized (~1,250 square feet) yet with enough bedrooms (3) and bathrooms (2) to serve young couples, families, empty nesters and multigenerational families. Co-op ownership, shared spaces, and management of the Co-op by the Cooperative Development Institute will cultivate community cohesion which will both benefit from and serve multigenerational households.

Impact on Surrounding Neighborhood: Project Design (15 points)

Our proposal is consistent with the design characteristics of the surrounding neighborhood. The 13.39 acre site is currently bounded by open space, single family homes and streets. By using a single family home form factor in an innovative “pocket neighborhood” site design, the structures will be consistent with existing homes. The site design offers separation from neighbors and the streets while also improving access to existing trails by creating green space and pathways connecting transit, trails, and sidewalks that are welcoming to existing neighbors, bikers, pedestrians, and children. Our site design preserves the existing wetlands and open space for wildlife. The site also offers the potential to create community center resources for the neighboring community if the Co-op and the City can agree on an appropriate partnership.

Amenities and unit design (10 points)

Amenities & unit design have been well thought out and are appropriate for residents. The layout of the neighborhood is intended to foster a sense of community and initiate interaction amongst home owners, while providing privacy and sense of personal ownership. Front porches and stoops face the green, cars are consolidated outside the communal green, and a network of trails connect to Washington Avenue extension transit stop as well as regional trail networks.

The current unit mix for the Co-op is twenty to forty-five 3br, 2ba, 1,250 sf single family homes depending on the success of rezoning as discussed below.

Applicant's ability to complete the project, including financial feasibility, development team experience, capacity, and timeframe for completion. (35 points total)

- **Readiness to proceed (15 points)** We have letters of commitment or interest from all projected sources of funding except where procurement rules disallow.
- **Track record of development team (10 points)** Every development team member has a successful track record with this type of project and at this scale.
- **Current capacity of development team (10 points)** Our development team members have exceptional depth of human and financial resources to complete this project.
See attachments for details.

Proposed Re-zoning

To accommodate the innovative clustering of single-family style homes in the attached plans, based on discussions with City Staff, we will likely require a contract zone (or a judgment by the planning board that the co-operative structure would classify the homes as Multifamily under the Zoning Ordinance). Alternatively, the project should also work as a R-3 or R-5 PRUD (which would require a form-factor change of some or all homes from single-family style to duplex style). Either approach should be financially feasible and create the maximum number of affordable homes while honoring the design characteristics of the surrounding neighborhood and the innovative site plan.

C. Financial Feasibility

Please note that the financial feasibility numbers are for a 20-home Phase 1. The site design also contemplates a Phase 2 of 26 homes for a total of 46 homes.

Prospective and Committed Sources of Funding & Letter from Lending Institutions

- Centennial Mortgage HUD Section 213 Loan - letter attached
- Share sales from prospective residents - equivalent of down payment on condo (Approximately \$4,300/unit, potentially variable by income level) - letter attached
- City of Portland Affordable Housing TIF (75% for 30 years) - letter not allowed
- City of Portland Housing Trust Fund (\$200,000 est.) - letter not allowed
- Maine Housing Community Solutions Grant (\$200,000 est) - letter not allowed

Attachments:

Attachment 1: Site Images

Site Photographs and Maps
Proposed Site Plan Rendering

Attachment 2: Letters of Interest and Support

Letters: Cooperative Development Institute, Prospective Residents, Centennial Mortgage

Attachment 3: Team Portfolios. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

Portfolios: Maine Cooperative Development Partners, BrightBuilt Home, Aceto Landscape Architects, UHAB, Cooperative Development Institute, Acorn Engineering.

C. Financial Feasibility cont. Development and Operating Budgets

Development Budget (20 Units in Phase 1)

Project Costs		Project Sources	
Land Acquisition	\$0	HUD 213 Loan	\$6,935,200
Construction	\$6,334,711	Co-op Member Equity	\$86,799
Soft Costs	\$782,139	Housing Trust + Community Solutions	\$400,000
Financing Costs	\$305,149		
Total	\$7,421,999		\$7,421,999

Operating Budget (20 Units in Phase 1)

Annual Income	
Income from Rents (after vacancy and concessions)	\$502,000
AHTIF Income	\$69,000
Total Income	\$582,000
Annual Expenses	
Admin: Advertising, legal, software	\$20,000
CDI Resident Services, Training	\$10,000
Utilities: Electricity, Water & Sewer, Internet	\$30,000
Replacement Reserve	\$15,000
Taxes & Insurance	\$100,000
Maintenance: snow, trash, landscape, repairs	\$20,000
Total Expenses before Debt Service	\$195,000
Net Income before Debt Service	\$387,000
Debt Service	\$375,960
Net surplus	\$40

D. Timetable

Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.

Month	
Jun 2020	RFP Deadline
Aug 2020	RFP Award. Obtain site control and commence market study, marketing and pre-sales. Start HUD Concept Package.
Oct 2020	Close pre-development funding
Nov 2020-Feb 2021	Start HUD Phase I application, Design & Permitting, HUD Processing. Create co-op docs, develop marketing materials, Apply for TIF and seek zone change.
April 2021	Apply for Housing Trust Fund and Community Solutions Grant
Sep 2021	Planning Board Review
Nov 2021-Apr 2022	Design Development and Construction Documentation, select Construction Manager
Mar -May 2022	Construction Bidding process
Jul 2022	HUD 213 Loan Closing, start construction (homes factory manufactured concurrently with site work)
Oct 2022	Doors open

E. Developer Capacity

Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

We have assembled an experienced and qualified team where every core member of this team has completed projects of this size and scale. Project completion is projected for Fall 2022.

Team Member	Company	Role	Similar Projects Completed
Brian Eng	Maine Cooperative Development Partners	Developer	M North in Orlando, 288-units in Orlando, Florida. https://www.mnorthorlando.com/ , Master developer of city-owned land on the former Maine Energy Recovery Corp. in Biddeford
Liz Trice	Maine Cooperative Development Partners	Developer	645 Congress Street (with Shinberg/Alfond), Danforth on High, 58 Boyd
Matt Peters	Maine Cooperative Development Partners	Developer	Involved in over a dozen affordable housing developments in Southern Maine and New Hampshire including Deering Place and Park Street Apartments
Parlin Meyer	BrightBuilt Home (an affiliate of Kaplan Thompson Architects)	Architectural Designer	Over 60 BrightBuilt factory-built homes completed and over 100 designed and planned
Mike White	Island Carpentry	Builder	Eco-Village One, Bath ME (http://island-carpentry.com/eco-village-one/)
Nick Aceto	Aceto Landscape Architects	Landscape Architect	The Downs, Scarborough ME (510 Acre Mixed-Use Master Planned Community), Phases 1 & 3; Jackson Laboratory, Bar Harbor ME (37 Acre Employee Co-Housing Community); Cumberland Multi-Gen Community https://www.mainebiz.biz/article/future-proofing-development-designers-are-ready-for-climate-change
Jonah Fertig-Burd	Cooperative Development Institute	Co-op Formation & Management	Mountainside Cooperative, Camden, ME (52 units), Charter Oaks, Arundel, ME (40 units), Sunset Terrace, Rockland, ME (76 units) Wardtown Cooperative, Freeport, ME (60 units), Halifax

			Mobile Home Estates Association, Halifax, MA (430 units), Farrington's/North Avenue Co-op, Burlington, VT (117 units)
Andy Reicher	UHAB	Co-op Formation Consultant	In Manhattan: 3603-3605 Broadway, 42 unit conversion, 520, 540-550 West 144th Street, 90 units, 421-555 West 148th Street, 98 units; 110 Madison Ave & Jupiter 21, Off-site Inclusionary
Will Savage	Acorn Engineering	Civil Engineer	Meeting House Hill Park Redevelopment, Munjoy Heights, Stroudwater Preserve, Sunset Place
David Pierson	Eaton Peabody	Legal	Many construction and public-private partnership representations including the Bates Mill in Lewiston and Downeast Broadband Utility

F. Occupancy and Management Plan

Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process, to ensure mixed income and long-term affordability.

The Cooperative Development Institute (CDI) will be responsible for the creation of the cooperative ownership and management structure and ensure implementation of the permanent affordability provisions. Andy Reicher, executive director of UHAB, which manages 25,000 units of limited equity cooperative housing in New York City, will be a consultant to CDI to set up a structure to train future residents in managing their buildings, and using lessons learned and management fees to seed future cooperative ownership projects.

Lambert Village will be a limited equity cooperative, meaning that residents rent from an entity of which they are an owner. This type of cooperative is democratically owned and operated similar to a condo structure, but allows for a wider range of income affordability, as the share price is low and residents do not have to qualify for a mortgage. The construction loan becomes a long-term loan paid by the association. Resident-owners pay an up-front share price similar to a down payment, then have a monthly payment similar to rent or a mortgage based on the actual operating costs of the property. New residents must meet the income requirements, and monthly carrying costs must not exceed 30% of the income bands based on Area Median Income (AMI). These rules continue in perpetuity.

There are currently over 20 households of prospective residents that have been meeting for over a year. The group includes multiple established immigrant families that share a vision of mixed-income ownership housing with shared community facilities and outdoor space. The development team will continue to work with these residents to crystalize their vision and recruit more households.

The homes will be principal residences and will not be used for the conduct of business (except for a home occupation allowed under the City of Portland zoning ordinance) or as investment properties. Units may not be rented for short-term periods of one to thirty days.

G. Purchase Price

We propose that the City contribute the land to the Lambert Village cooperative at no cost. Doing so would serve to balance the cost of new construction against the objective of maximizing permanent affordability for an economically diverse range of households. That said, the financial model is very favorable and could support the twenty cooperative households paying the city for land acquisition, either upfront or over time. We welcome a discussion of these possible outcomes.



City of Portland Maine Parcel Viewer

+

-

▼

165 lambert

X

Q

Show search results for 165 la...



0 150 300ft

2,917,950.718 324,271.561 Feet



LEGEND

- PROPERTY BOUNDARY
- UPLAND AREA
- ▨ VERNAL POOL BOUNDARY
- ~ WETLANDS

NOTES:

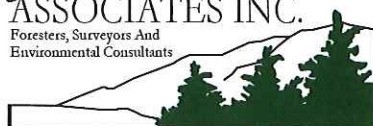
1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. AERIAL IMAGERY OBTAINED FROM GOOGLE EARTH.

WETLAND SKETCH PLAN CITY OF PORTLAND LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST (385-D-8 AND 385-A-1) PORTLAND, MAINE

PREPARED BY:

**JONES
ASSOCIATES INC.**

Foresters, Surveyors And
Environmental Consultants



280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

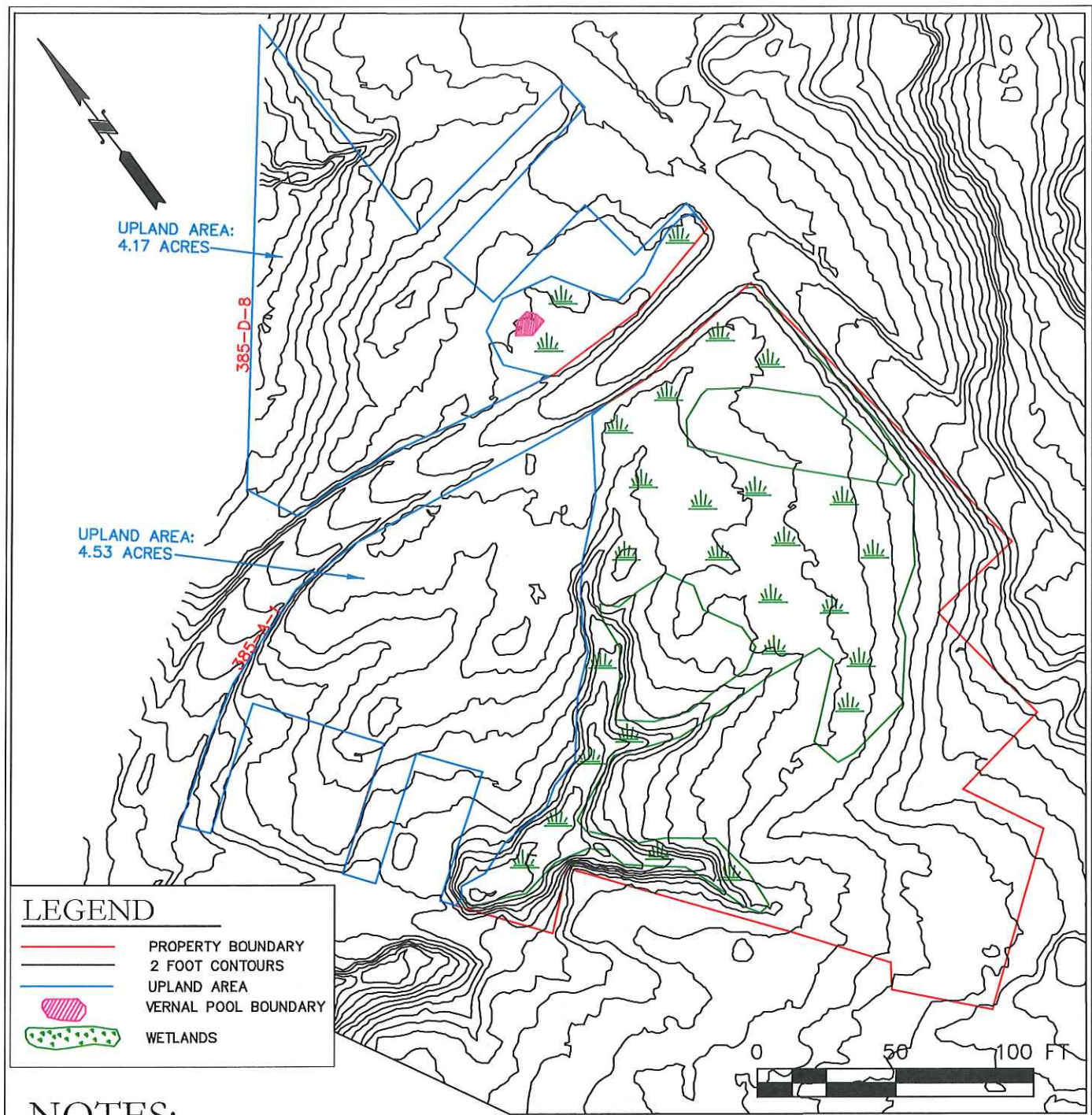
OCTOBER 18, 2019

FIELD WORK DATE:

SEPTEMBER 2019

SCALE: 1"=100'

PROJ. #: 19-005PO



NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. 2 FOOT CONTOUR LINES OBTAINED FROM THE MAINE OFFICE OF GIS.

WETLAND SKETCH PLAN

CITY OF PORTLAND
LOT 15 - 165 LAMBERT ST AND 622 AUBURN ST
(385-D-8 AND 385-A-1)
PORTLAND, MAINE

PREPARED BY:

JONES
ASSOCIATES INC.

Foresters, Surveyors And
Environmental Consultants



280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:

OCTOBER 18, 2019

FIELD WORK DATE:

SEPTEMBER 2019

SCALE: 1"=100'

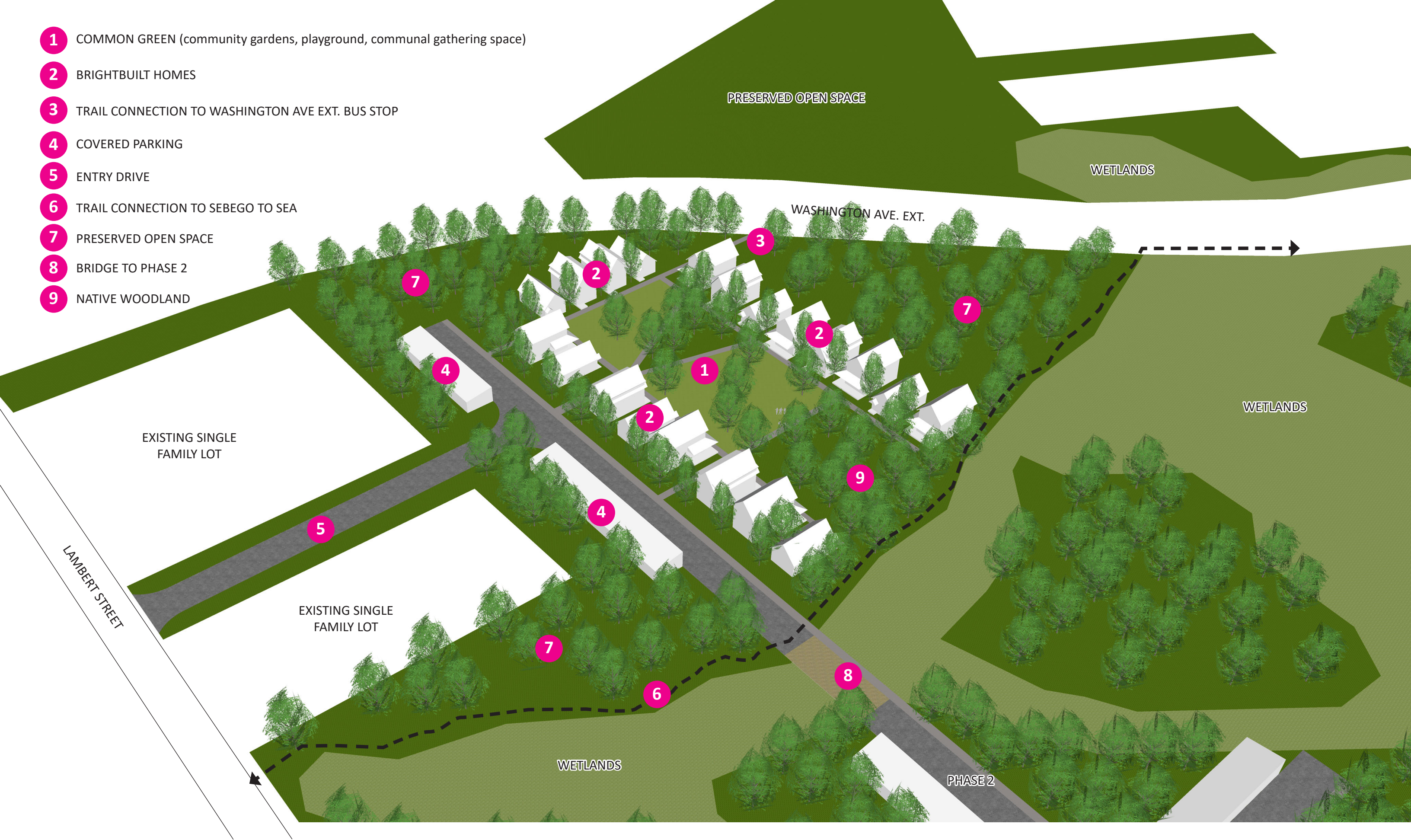
PROJ. #: 19-065PO







- 1 COMMON GREEN (community gardens, playground, communal gathering space)
- 2 BRIGHTBUILT HOMES
- 3 TRAIL CONNECTION TO WASHINGTON AVE EXT. BUS STOP
- 4 COVERED PARKING
- 5 ENTRY DRIVE
- 6 TRAIL CONNECTION TO SEBEGO TO SEA
- 7 PRESERVED OPEN SPACE
- 8 BRIDGE TO PHASE 2
- 9 NATIVE WOODLAND





- 1 COMMON GREEN (community gardens, playground, communal gathering space)
- 2 BRIGHTBUILT HOMES
- 3 COVERED PARKING
- 4 ENTRY DRIVE
- 5 TRAIL CONNECTION TO SEBEGO TO SEA
- 6 PRESERVED OPEN SPACE
- 7 BRIDGE TO PHASE 1







COOPERATIVE DEVELOPMENT INSTITUTE

P.O. Box 1051, Northampton, Massachusetts 01061-1051
PH 413-665-1271 • FX 413-541-8300 • www.cdi.coop • info@cdi.coop

June 8, 2020

To whom it may concern:

The Cooperative Development Institute (CDI) is happy to support the proposal for the creation of a new construction limited equity co-op on Lambert St.

CDI is a 501(c)3 nonprofit founded in 1994 by co-op leaders to work with people in the Northeast to create cooperative businesses and networks that grow a prosperous, equitable economy.

CDI provides expert assistance, organizational development, and support to groups undertaking cooperative development. In the past decade, CDI has helped create 47 new Resident Owned Communities (ROCs) in New England, representing 4,479 households. 8 of the ROCs are conversions of manufactured home parks in Maine. CDI's role is to help form new cooperatives, train residents, and ensure that the cooperative has the support it needs to remain permanently affordable.

Our intention is that at Lambert St., CDI will:

- Lead the creation of the new Co-op entity.
- Lead resident training and resident participation in the construction phase.
- Create and administer a long-term management plan that would meet the city's TIF requirements to ensure that the property meets the city's affordability metrics for at least 30 years.
- Be the long term training & support organization for the Co-op.

We are pleased with the proposal and the development team, and hope to be part of this exciting project!

Sincerely,

Noémi Giszpenc
Executive Director

THE SOURCE FOR COOPERATIVE BUSINESS DEVELOPMENT IN NEW ENGLAND & NEW YORK

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the base of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (voice and TDD).

June, 2020

To whom it may concern:

We are writing in support of the Lambert Village proposal to build housing on the parcel put to RFP by the City of Portland.

Some of us have been meeting for the last 2 years to explore strategies to build affordable home ownership housing in Portland that builds community among people of different ages, incomes, and cultural backgrounds. Several months ago, we came to the conclusion that Limited Equity Cooperative Housing was the best way to accomplish this. Limited Equity Cooperatives combines the accessibility of renting with the long-term stability and autonomy of homeownership.

We are delighted that this development team has come together to bring Limited Equity Cooperative Housing to Portland and enthusiastically support their projects. We are especially excited about the effort to create designs that will maximize interaction with outdoor spaces, gardens and shared spaces that can be used by residents. We also appreciate their effort to include us and existing neighbors in their early design efforts.

We are excited about the location, and hope that we will have the opportunity to become future residents!

Sincerely,

1. Cynthia A. Grier, 1227 Westbrook Street, Apt #2, Portland, ME 04102
2. Elisabeth C. Heij, 97 Pitt Street, Portland ME 04103
3. Valerie and Matthew Todd, 68 Black Sparrow Drive, Portland ME 04102
4. Nicole Ivins and Richard Bennett, 93 Pitt St #1, Portland, Me 04103
5. Jules Mutoni & Yvette Unezase, 77 Grant St, Apt # 13,
6. Portland, ME 04101
7. Wendy Herbert & Peter Ackoff 112 Park St. #2, Portland, Me
8. Andrea Levinsky 39 Cumberland Rd Apartment 1 South Portland ME
9. Jacques Kubwimana & Ange christelle Abaribeza 61 Deering St , Apt #E 04101
10. Arthur Sabiti & Vanice Busingye, 240 Cumberland st, westbrook 04092 ME
11. Jackson Ntambara & Peace Kobusinge, 2 walker street # 1203 westbrook 04092 ME



June 12, 2020

Brian Eng
Principal
Maine Co-op Development Partners
6 City Ctr, Fl 3
Portland, ME 04101

RE: Lambert Street Cooperative

To whom it may concern:

Centennial Mortgage has been engaged by Maine Co-op Development Partners to secure mortgage insurance through the FHA 213 program for cooperative housing and fund a construction/permanent mortgage for Lambert Street Cooperative, a new cooperative housing project in Portland, ME. We have reviewed a financing request, including initial plans, pro forma operating budget, the construction budget and initial market information for Lambert Street Cooperative in Portland, ME. In addition, we have reviewed the experience of the overall development team. Based on this review, we feel that this project is an excellent candidate for financing and will conform to all the requirements to qualify for construction and permanent financing through the FHA 213 program. We feel that this is the right time and place to create a new affordable cooperative given the advantages this particular form of housing provide to its members, primarily affordable home ownership and a greater sense of community.

Having now completed this structuring phase, we have now entered the formal application stage for the FHA 213 mortgage insurance and believe that Lambert Street Cooperative has a high likelihood of success over the coming year in obtaining a 40 year, low interest loan for the project of approximately \$6,935,200. Additional subordinated financing would serve to further increase that likelihood. We also believe that success at Lambert Street Cooperative will open an entirely new avenue for affordable housing finance in the state of Maine by making the FHA 213 program finance accepted in the market.

Centennial Mortgage has substantial expertise and experience completing FHA financing transactions. We are very active in lending to cooperative housing projects throughout the country. Cooperative housing provides a unique form of home ownership and we are actively working with several groups to create new home ownership at affordable prices. Personally, I have been involved in cooperative housing for over 20 years, through financing and serving on the board of the National Association of Housing Cooperatives.



We encourage other funding sources to join us in supporting this innovative project and creating up to 98% leverage for future projects through this program. Please let me know should you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Jeffers", is written over a faint, light blue circular background.

Hugh Jeffers
Vice President of Originations



Maine Cooperative Development Partners

MAINE COOPERATIVE DEVELOPMENT PARTNERS

build neighborhoods where the elements that constitute quality of life—access to green space, healthy lifestyles, community, privacy, and affordability—are not at odds with each other. Grounding principles for this work are creating equitable communities; complementing walkable neighborhoods; building healthy buildings; and celebrating beauty, art, and the natural environment. We use Limited Equity Cooperatives as a form of ownership to create options for people of all ages, backgrounds, and incomes to live in harmony with nature and their neighbors.

WE ENVISION small towns, urban neighborhoods, and suburban neighborhood centers that are walkable to daily needs and adjacent to recreational facilities, trails, and transit corridors; homes that use energy efficient construction, and shared gardens, patios, and play spaces for people to get to know and enjoy their neighbors.

WE GIVE BACK by partnering with organizations that support trails and green space, transit, local businesses, social equity, and efforts to mainstream energy efficient building and land use.



PRINCIPALS



MATTHEW PETERS has been involved in the completion of over 20 new construction, major rehab, and acquisition deals. Matt worked for eight years at Avesta Housing, one of Northern New England's largest non-profit housing developers and owners, project managing affordable housing developments, building out and overseeing the Asset Management department, and ending in an executive role overseeing the entire development and acquisitions pipeline as Vice President of Real Estate Services. In 2018 he began to consult for Housing Authorities, housing non-profits, and Community Development Finance Institutions in Maine supporting these organizations in acquisition, ground-up development, and underwriting of affordable housing properties. Matt also is the Executive Director of Freeport Housing Trust based in Freeport, Maine. He has strong working relationships with MaineHousing, Rural Development, lenders, tax credit syndicators, and other professionals in the design and construction field, holds a Masters in Urban Planning from the University of Washington, and certifications such as Spectrum's C3P and Rural Development STAR trainings and LEED Accredited Professional.



BRIAN ENG is a real estate investor who has worked on commercial projects in Florida, Connecticut, New Jersey, and Maine. He has worked as a principal on developments of over 200 units, is a principal on redeveloping the MERC site in Biddeford, and has redeveloped several smaller properties in Portland. He brings strong expertise in financials, fundraising, advocacy, and public speaking. He grew up in a co-op in New York City, and is on the board of UHAB, the entity that manages 20,000 units of cooperative housing in New York.



LIZ TRICE is a policy professional who builds multidisciplinary partnerships across real estate, economic development, entrepreneurship, and public health. Liz holds a masters degree in Public Policy & Management with a certificate in Community Planning & Development from the Muskie School at the University of Southern Maine. She has worked on multi-unit projects in Portland to obtain zone changes, lead the public engagement process with neighboring residents and businesses, apply for TIFs and grants, and direct the design of shared spaces. Her work includes award-winning research on the regulatory barriers to people living alone achieving home ownership, leading the process to redesign Bramhall Square, and working with medical and economic development institutions to develop strategic plans. Her projects to re-envision urban spaces for livability and natural ecosystems won two of three awards given by the 2019 Portland Society of Architecture's Complete City Competition. Liz trained as a cohousing developer and Passive House Design Consultant and has visited over 20 cohousing developments in the United States. She is currently the owner of PelotonLabs, a coworking space in Portland.



PROJECTS



M NORTH ORLANDO—As a principal of Clay Cove Capital, Brian was the control capital partner in the ground-up development of M North in Orlando, a \$37.1M, 288-unit multifamily development in Orlando, Florida. www.mnorthorlando.com



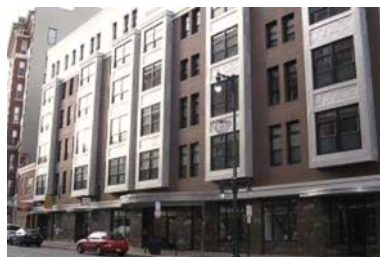
BIDDEFORD MERC REDEVELOPMENT Brian worked with Jim Brady of Fathom Companies, to serve as master developer of city-owned land on the former Maine Energy Recovery Corp. incinerator through a public-private partnership with the City of Biddeford.



6 CITY CENTER IN PORTLAND—Brian redeveloped and retented a largely vacant Old Port mixed use building including executive office suites. www.sixcitycenter.com, and bringing in a law firm condo, law firm tenant, Lio Restaurant, and HE Paintbar nail salon.



1685 CONGRESS IN PORTLAND—Brian redeveloped a 50% vacant office/medical building and retented it including Maine Plastic Surgery Center and Maxim Healthcare. www.maineplasticsurgery.com

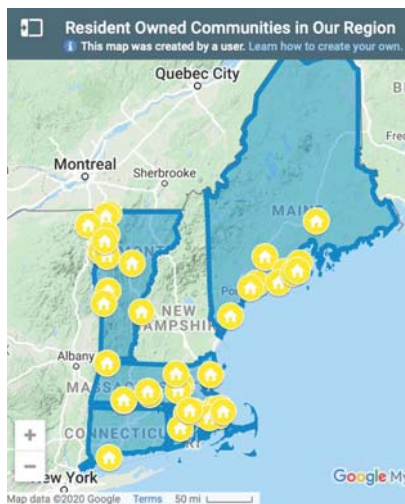


645 CONGRESS STREET—This former downtown college dormitory was converted to 55 one-bedroom and studio apartments with retail on the first floor. Liz worked for developers Shinberg and Alford on the initial concept, conducted a market analysis, developed relationships and communication with neighbors and businesses, creating a bike storage and parking plan, created a community management plan, and assisted with lease-up.



The Cooperative Development Institute (CDI) is a regional 501(c)3 non-profit founded in 1994 by co-op leaders in the Northeast. CDI's mission is to build a cooperative economy through the creation and development of successful cooperative enterprises. We are transforming ownership of our economy, so all people can meet their basic needs. CDI has 30 staff across the Northeast including six staff members in Southern Maine.

New England Resident Owned Community Projects (NEROC)



One of our primary activities is creating cooperative housing in Maine and the Northeast. When a park is for sale we help residents form a cooperative, get financing to buy the park, and learn how to run it with democratic resident control. This program gives residents control of the land beneath their homes and protects the affordability of their housing.

The Resident Owned Community (ROC) model began in NH with the NH Community Loan Fund and became a national model with the formation of ROC USA in 2008. The program has helped people in over 50 parks – comprising more than 4,800 homes — convert to resident ownership. Those communities are part of the ROC USA Network, which has helped secure over 15,000 units of affordable housing

nation-wide. CDI provides ongoing support as trainers and advisers for the ROCs and other cooperatives in the region. We assist in governance, management, financial oversight, communications, conflict resolution, compliance, and securing financing.

Charter Oaks Village Cooperative



With the support and technical assistance of the Cooperative Development Institute (CDI), the residents of Charter Oaks Village acquired the land on the 40 unit Arundel manufactured housing park on June 11, 2019 for \$1,170,000, helping to preserve the affordable housing community within it.

Charter Oaks Village joins nine other Maine manufactured housing communities supported by CDI and financed by Genesis Community Loan Fund, representing 440 homes now under resident control. The newly formed housing cooperative was a recipient of a GrowSmart Maine's honorary 2019 Smart Growth Award.

Mountainside Community Cooperative



CDI's newest Maine Cooperative is the 52-unit Mountainside Community Cooperative in Camden, Maine. Securing affordable housing in a community like Camden is increasingly challenging as housing costs escalate and its population ages. The residents of Mountainside Community purchased the community on December 11, 2019 for \$1,900,000 with financing provided by Camden National Bank, Genesis Community Loan Fund and the Local Enterprise

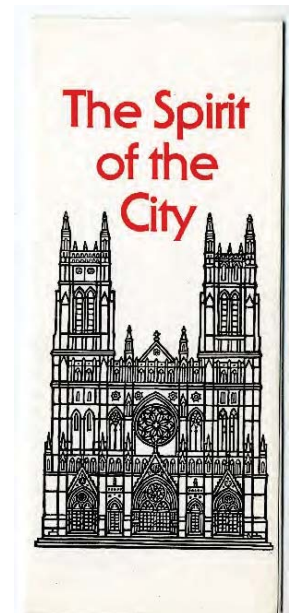
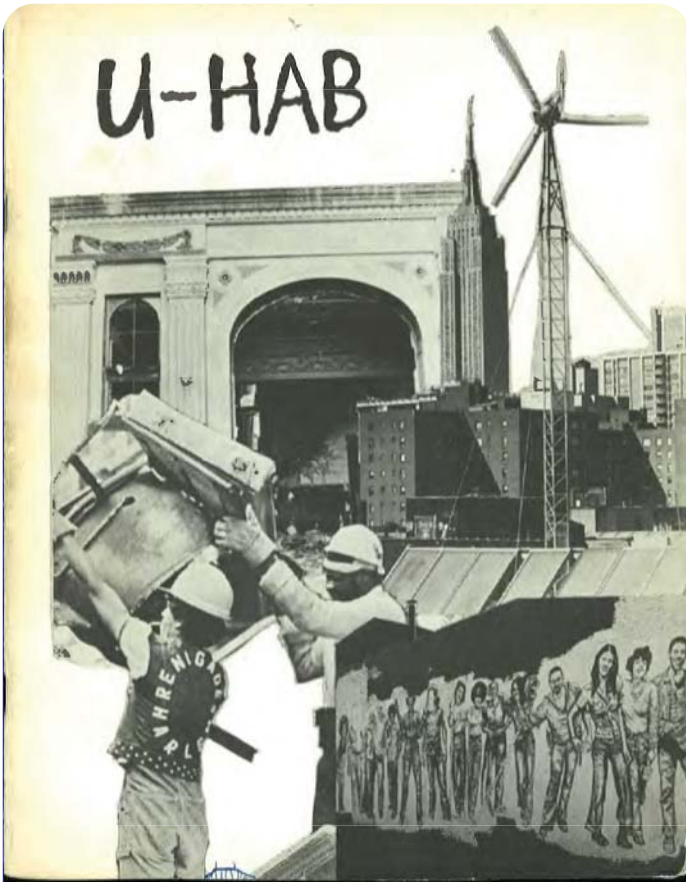
Assistance Fund. "We are so pleased to be able to help the residents of the Mountainside Community Cooperative become property owners today," said Bill Floyd, Executive Director of the Genesis Fund.

Wardtown Mobile Home Cooperative



The residents of the 60-unit Wardtown Mobile Home Cooperative voted to form the cooperative and purchase the community in May 2015, with assistance from CDI, and combined financing from Maine State Housing and The Genesis Community Loan Fund. As with all of the CDI's Resident Owned Communities (ROCs), Wardtown members continue to engage in extensive training and organizational development. As Bill Hodgkins, Cooperative Treasurer explains, "We all gained valuable new skill sets as we went through the process of establishing and financing our

cooperative...Now we have a very strong board of directors and feel very organized, to the point we are able to assist other ROC mobile home parks with advice about the process."



2019 UHAB ANNUAL REPORT

Building for Us

This year, UHAB made a considerable effort to build an archive. In doing so, the lesson we learned from decades of growth is very simple: what has always mattered most for affordable housing is community. It is the strength and support that comes from the community inside a co-op that is just as essential as the affordable housing itself.

With this in mind, UHAB is proud to offer new and expanded programs to low-income homeowners with a refined lens on our work. We have more data and research than ever on the long-term impacts of redlining policies and how communities of color have been resilient in their efforts to remain in their homes, whether in the 1970s or today. By building new affordable co-ops, strengthening tenants' rights statewide, making share loans through our HomeOwnership Lending program, and working in cooperation with our Interboro Community Land Trust partners to create the first Citywide CLT in New York City, we are actively working to dismantle the detrimental legacies of redlining and community disinvestment.

As we look toward the future, our work is expanding in several ways. We are offering more services like Co-ops Go Solar and our energy programs that are tackling the most pressing issue of our lifetime: the climate crisis. Without renewable energy and carbon reduction, low-income residents more than anyone will be affected. Most importantly, we need to recognize that it is not just low-income communities, but people of color in particular who are disproportionately affected by this crisis, just as they have been marginalized from fair and stable housing. UHAB's CDFI, HomeOwnership Lending, helps ensure that a family is not denied the opportunity to purchase because they don't have the money to be an all cash buyer. This program makes small loans where other lenders are reluctant and in this way supporting our HDFC and Mitchell Lama co-op communities in continuing to provide affordable housing.

The interest in co-ops and our work is expanding not just in New York City, but in upstate New York where residents can securely remain in their mobile homes; to New Haven, CT where the nearly 50-year old Seabury Co-op struggles to keep up with its aging infrastructure; and to Seattle, WA where a new permanently affordable co-op is being created. UHAB is excited to be assisting a new City financed co-op development program in Oakland, CA and we continue to meet with organizations and officials in other cities who are seriously considering the limited-equity model.

We have come a long way and welcome our next chapter of growth.

Sincerely,

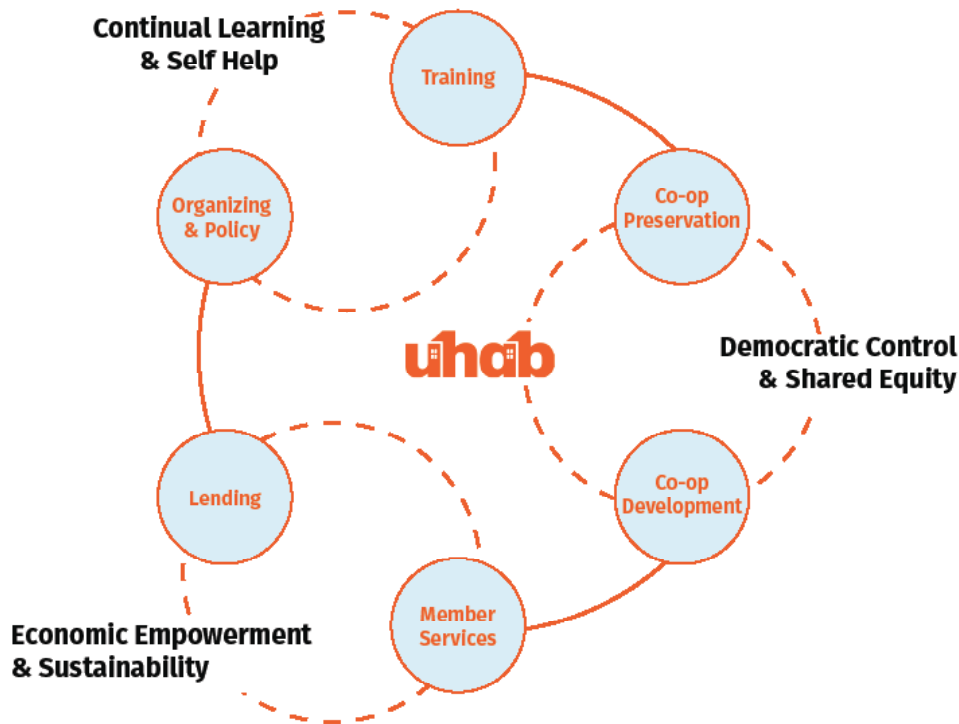
A handwritten signature in blue ink, appearing to read 'A. Reicher', with a stylized flourish at the end.

Andrew Reicher, Executive Director

Community through Cooperation

UHAB empowers low- to moderate-income residents to take control of their housing and enhance communities by creating strong tenant associations and lasting affordable co-ops.

Our Principles



I. Continual Learning & Self Help

When residents take the lead on everything from creating, managing, and preserving their own co-ops to advocating for affordable housing policy reform, this not only improves buildings and neighborhoods, but it transforms lives as well. Ongoing education and training is the key to preserving affordable housing cooperatives and strong tenant associations.

II. Democratic Residential Control & Shared Equity

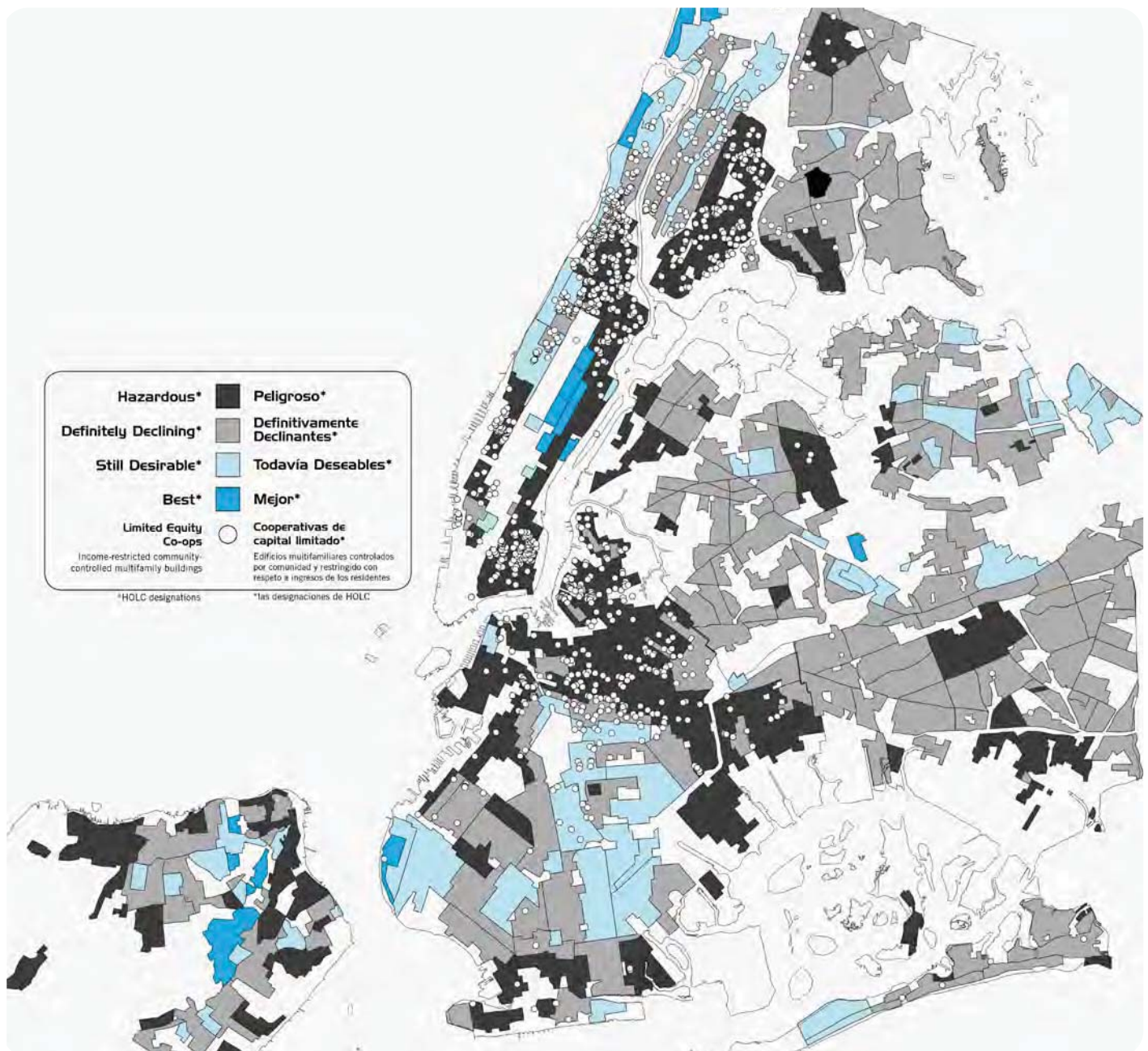
Transparent leadership and the participation of a majority of residents—each contributing unique skills and perspectives—make democratic governing and organizing possible. This collective control of housing helps prioritize a shared equity that keeps affordability manageable for future incoming residents.

III. Economic Empowerment & Sustainability

UHAB provides access to affordable, high-quality resources covering areas of energy, finance, democratic participation and education. These tools help residents maintain lower costs of living while helping to demystify financial technicalities. With support and guidance, all residents should be able to read and manage their finances, in order to make informed decisions about their operating costs.

Housing Justice is Racial Justice

This map overlays the location of modern-day HDFC co-ops with redlined neighborhoods from the 1930s. Redlining was a discriminatory housing practice that devalued neighborhoods where people of color lived and made it difficult for people of color to secure safe, affordable housing. In this map, the deepest shade of grey represents the least economically desirable neighborhoods. In the 1970s and 1980s, landlord abandonment and arson led to City foreclosure on thousands of occupied buildings in these same neighborhoods, creating the conditions for the self-help housing movement and the creation of thousands of HDFCs.



Through organizing and self-help initiatives, community-controlled housing arose as a way for low-income people and people of color to take control of their housing solutions when the government and private sector would not. Today, neighborhoods like Harlem, the South Bronx, and Central Brooklyn still struggle with the legacy of redlining; high air pollution, increased heat waves, higher poverty rates, and gentrification all threaten to displace longtime residents from neighborhoods that were once widely abandoned.

Through it all, community control remains a tool to provide New Yorkers with decent, affordable housing. HDFC co-ops are anchors in their neighborhoods, providing a safe haven to raise families and age in place. Tenant unions build power among renters and win victories like stronger rent laws.



Through our work, UHAB helps people of color control, manage, and improve their homes. We know from experience that most of the low- to moderate- income residents in the buildings we serve are Black or Latinx. Our goal is to have as many people from the communities we serve reflected in our organization's leadership and programs.

Currently, around 60% of our Board and program staff are people of color, and more than half of our organization is bilingual in English and Spanish, fulfilling an essential need for our Spanish-speaking HDFC board members and residents. We provide our technical assistance, homeownership advisement, energy advisement, bookkeeping services, quarterly newsletter, and entire training curriculum in both English and Spanish.

UHAB BY THE NUMBERS: 2019

125 fair elections monitored
in practice of democratic
community control



9 HDFCs
adopted solar,
bringing the total
number to
28

3,500,000 tenants protected
under stronger rent laws



5
affordable
homeowner-
ship loans
totaling
\$242,011

115 budgets planned to
preserve HDFCs' financial
stability & affordability

203
trainings for
affordable
co-op
residents



\$9,197,000
secured in loans to
help HDFCs make
capital
improvements



Our Co-op
Preservation
team helped

15 co-ops

secure necessary
loans to avoid City
foreclosure last year.

This represents over

350 families

that were able to
retain their equity
and control of their
homes through
technical assistance
and guidance
from
UHAB staff.



To date, UHAB is the
foremost developer of
limited-equity housing
co-ops in NYC. we have

developed **over**

1,300 units of

affordable housing
with the support of a
variety of City and State
programs.





ISLAND CARPENTRY

ENERGY EFFICIENT and ZERO ENERGY HOMES

Call Mike White Today! 207-371-2030



Home

Island Carpentry's 1st Bright Built Home

Energy Independent Cape Cod Style Home

Another Net Zero Cape Design

What Is A Zero Energy Home

Eco Cape

Energy Efficient Home in the Forest

Net Zero Energy on Cumberland Ave. Portland

**Kelsey Brook Green
Subdivision**

Weatherization & Deep Energy Retrofit Projects

Older Projects

Blog

Contact

Eco-Village One: Maine's First Affordable Zero-Energy Housing Development

We propose to build Maine's first zero-energy affordable housing subdivision. Homes are designed with energy saving systems and priced to sell within the guidelines of Maine State Housing.

Department of Energy defines a zero energy house as being 70% more efficient than a conventionally built home. We know that we can do better. Our proposed homes will feature:

- Super insulation
- Air exchange system
- Passive solar
- Energy star rated appliances
- Compact fluorescent lights

The above list will achieve more than 70% energy savings.

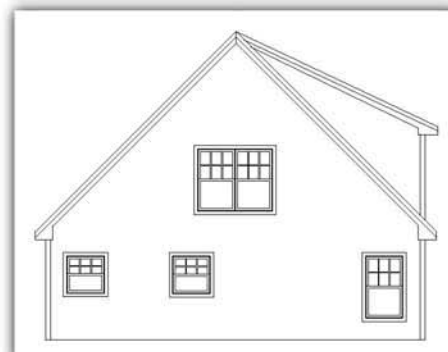
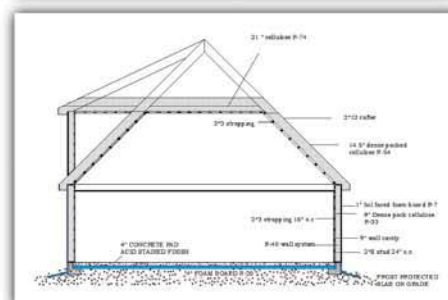
We will also offer options:

- Photovoltaic solar array for clean green electricity
- Solar thermal for domestic hot water
- Solar thermal for hot air heating

Our demonstration project will show that it is possible to achieve near zero energy in an affordable home. Investors will share the credit for helping to achieve this in the State of Maine. With a bottom-up impact on the housing industry, our project will serve as a model for all houses, proving we can have an impact on creating energy independence at any price level.

Eco-Village One: Bath, Maine

Island Carpentry proposes to develop an innovative four-lot subdivision near downtown Bath. Eco-Village One will be developed as a first-time home buyer's subdivision, located within walking distance of schools and City amenities. The homes will be built to zero-energy standards and will be priced within Maine State Housing guidelines for first time home buyers. The homes will be superinsulated, passive solar, and will have renewable energy systems.



This innovative project, the first affordable zero energy development in Maine, will be a credit to the City of Bath. Our demonstration project will show that it is possible to achieve near zero-energy in an affordable home. With a bottom-up impact on the housing industry, this development will serve as a state-wide model, demonstrating the practicality of zero-energy homes.

The owners of these homes will enjoy the benefits of high performance building techniques. The homes will be very energy efficient, reducing heating costs by about 70%, compared to conventionally built homes. The homes will be very air tight and ventilated with heat recovery ventilation systems to insure a healthy interior environment. A thermal solar collector to produce domestic hot water is an option we will offer. These will be healthy green homes that provide energy independence to the owners.

The homes will be ready for photovoltaic solar arrays that produce electricity. Electricity produced from renewable sources can make a home one hundred percent self-sufficient, achieving total energy independence for the home owner.

We feel that this is a win-win situation for all involved. For Island Carpentry it will create a model that we can duplicate in other towns. For the buyers these homes will provide long-term energy security; the homes will always remain affordable. For the City of Bath the project demonstrates a commitment to progress and sustainability, and a commitment to residential development within the City.

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FIRM BIO



ACETO LANDSCAPE ARCHITECTS

ALA is a process-driven, landscape architecture and urban design firm committed to thoughtful, creative intervention at the intersection of environment, economics, art, and culture. ALA was founded on the notion that great design is a product of careful listening, inclusive decision-making, and unrelenting passion for enduring built spaces. We believe landscape architecture lies at the nexus of the built form and the ephemeral qualities of an ever-changing environment. ALA's team offers a unique set of skills and perspective, well-equipped to harmonize and reconcile the roles and value systems of varied design disciplines. We integrate expertise and intuition to craft powerful places, built upon a commitment to resiliency and sustainability. Our studio's passion for craft and technical savvy affords us the opportunity to collaborate across a broad geographic range and myriad project scales from intimate private spaces to large-tract master plans.

ALA was founded in 2014 by Principal, Nick Aceto. ALA has 5 employees, all of which are landscape architects, licensed in the states of Maine, Massachusetts, New York and Colorado.

PROJECT TEAM KEY PERSONNEL



NICK ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | NA@ACETOLA.COM

Nick is a licensed landscape architect and urban designer with a deep passion for the creative process. Nick believes in landscape as a framework for organizing the patterns and behaviors through which we live. From the private garden to the region, Nick has the ability to recognize and translate patterns into visual narratives which tell the unique story of a place through built form. Nick grew up in Portland, Maine where he developed an deep appreciation for the rich and varied New England landscape, from rocky shorelines of the Atlantic to the forested peaks of the Appalachians. As both a consummate urbanist and adventure-seeking outdoorsman, Nick is intrigued by the interplay between urban form, economics, wild nature, and ecology.



CAITLIN ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | CA@ACETOLA.COM

Caitlin is a licensed landscape architect in the states of Maine, New Hampshire, and Colorado, who's passion for art and design began in the Chicagoland area where she was exposed to the architectural works of Frank Lloyd Wright and Olmsted's historic planned community of Riverside. Caitlin's project experience ranges in scale from circulation and wayfinding design at Grand Canyon National Park, to security barrier conceptualization for the Thomas Jefferson Memorial, to signage programming and design. Caitlin brings a distilled clarity to design that strives to embody the contextual heritage, textural richness and cultural integrity of place.



SETH KIMBALL, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

PRINCIPAL, LANDSCAPE ARCHITECT | SK@ACETOLA.COM

Seth has been practicing Landscape Architecture for over 15 years. He has a Bachelor's degree in Landscape Architecture from the University of Massachusetts Amherst. Seth's project experience includes serving as project manager/lead designer for a master plan for the new Al Guhair University in Dubai, the Al Ain Oasis Cultural Quarter Master Plan in Abu Dhabi, institutional experience including Phillips Andover Academy, Bates College, George Stevens Academy, and Southern New Hampshire University, and a range of residential project including homes in Texas, Idaho, Montana, New York, Arizona, and several throughout the northeast. Seth joined ALA in 2018, bringing to the practice his experience in civic, institutional, and residential projects. further ALA's commitment to achieve sustainable and resilient project outcomes.



LIST OF SELECT CURRENT & ONGOING OR COMPLETED ALA PROJECTS

ALA has been fortunate to have made meaningful contributions to a vast array of projects across a wide gamut of scales over the last 5-6 years. Below is an abbreviated list of select project examples intended to provide a sense of our professional skill set, experience, and range as a design studio. We would be happy to provide more information about any of the below projects upon request.

RESIDENTIAL

DBX 11 RESIDENCE	ASPEN, CO
WHITE HORSE SPRINGS RESIDENCE	ASPEN, CO
TELLURIDE AGUIRRE ROAD RESIDENCE	TELLURIDE, CO
PRIVATE RESIDENCE	SOUTH FREEPORT, ME
SHADOW MOUNTAIN CONDOMINIUMS	ASPEN, CO
SMYTH RESIDENCE	SNOWMASS, CO

COMMERCIAL/CAMPUS

100 FORE STREET OFFICE BUILDING	PORTLAND, ME
66 STATE STREET	PORTLAND, ME
LAAM 525 LIVE-WORK	BASALT, CO
HOTEL ASPEN	ASPEN, CO
MEMORIAL PLAZA	QUANTICO, VA
CUMBERLAND CLUB SITE PLAN	PORTLAND, ME
RIVERSIDE LIVE-WORK	PORTLAND, ME
WILLITS BEND LIVE-WORK	BASALT, CO
RED HAWK ELEMENTARY SCHOOL	ERIE, CO
CSU UNDERPASS STUDY	FORT COLLINS, CO
ANDERSON RANCH ARTS CAMPUS	SNOWMASS VILLAGE, CO

HOUSING & DEVELOPMENT

SCARBOROUGH DOWNS MASTER PLAN	SCARBOROUGH, ME
THE TREE FARM	BASALT CO
66 STATE STREET	PORTLAND, ME
BLOCK 11 MASTER PLAN	BRECKENRIDGE, CO
BROKEN COMPASS BREWERY	BRECKENRIDGE, CO
RIVERBEND COMMERCIAL CENTER	TIMNATH, CO
CUMBERLAND MULTI-GEN	CUMBERLAND, ME

PUBLIC

COMMERCIAL STREET TRANS. STUDY	PORTLAND, ME
LIBBYTOWN PLAYSCAPE	PORTLAND, ME
PORTLAND DOWNTOWN SQUARE	PORTLAND, ME
BASALT POST SIGNAGE	BASALT, CO
TOWN WAYFINDING SIGNAGE	BASALT, CO
BAYSIDE ADAPTS MASTER PLAN	PORTLAND, ME
ARBANEY PARK MASTER PLAN	BASALT, CO
BASALT OUR TOWN	BASALT, CO
TIMNATH COMMUNITY PARK	TIMNATH, CO
PACTS SMART CORRIDOR STUDY	PORTLAND, ME
LIBBYTOWN VISIONING	PORTLAND, ME
BERTHOUD PARKS & OPEN SPACE PLAN	BERTHOUD, CO

REFERENCES

CAITLIN CAMERON

CITY OF PORTLAND, URBAN DESIGNER
207-874-8901
CCAMERON@PORTLANDMAINE.GOV

"In my capacity as Urban Designer for the City of Portland, I interacted with Aceto Landscape Architects (ALA) on the 100 Fore Street project where they demonstrated thoughtful and creative design strategies for a challenging urban site. Speaking from my experience working with a diversity of landscape and urban design professionals in Southern Maine, I found ALA to have an innovative approach that demonstrates a value for and understanding of the role of public space and urban landscape for the livability and resiliency of cities and towns." - Caitlin Cameron

BRUCE HYMAN

CITY OF PORTLAND, TRANSPORTATION PROGRAM MANAGER
207-874-8717
BHYMAN@PORTLANDMAINE.GOV

"Aceto Landscape Architecture's compelling graphics as part of the Portland-South Portland Smart Corridor Plan effort in 2017 enabled the public to readily visualize the benefits and trade-offs of various transportation alternatives being considered and highlighted the opportunities those alternatives could also have for placemaking, a key goal of the Plan." - Bruce Hyman

RICH CIECIUCH

PROJECT WORKSHOP
970-729-0126
RICH@PROJECT-WORKSHOP.COM

"ALA is a key design collaborator in our design build approach, helping to navigate complex approval issues, participating seamlessly in the iterative design process that succeeds best when site attribute identification and organization melds with building design concepts. They are excellent listeners and always come back with creative and unexpected solutions. Community and Neighbor impacts of any development must be carefully contemplated and negotiated to a successful outcome, and ALA has all the skills and experience to shape and illustrate how new projects relate to the existing fabric of community and neighborhoods." - Rich Ciecuch

DAN BACON

DEVELOPMENT DIRECTOR MR.HOLDINGS
207.232.5154
DBACON@MR.HOLDINGS

MARK RUDOLF

PRINCIPAL / OWNER VELLUM ARCHITECTS
970 618 1889
MARK@VELLUMAD.COM

JAY CHACE

PLANNING DIRECTOR, TOWN OF SCARBOROUGH
207-730-4042
JCHACE@SCARBOROUGHMAINE.ORG

TROY MOON

CITY OF PORTLAND SUSTAINABILITY COORDINATOR
THM@PORTLANDMAINE.GOV
207.756.8362



THE DOWNS | 510-ACRE MASTER PLAN & TOWN CENTER SCARBOROUGH ME

ALA has worked collaboratively with Gorrill Palmer Consulting Engineers along with a large team of consultants and stakeholders in developing a master plan for this 500+ acre former harness racing facility. The project was recently granted a TIF agreement based in large part on the attributes ALA visualized in their plans for the proposed Town Center which included a 4 acre community park with music venue, playground, and sport courts.

KEY STAFF SERVICES STATUS REFERENCE

Nick Aceto, Seth Kimball
Master Planning, Urban Design, Landscape Architecture, Visualization
Planned
Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org

ALA worked closely with an experienced Southern Maine builder to develop a neighborhood plan which begins to challenge conventional subdivision development rules with a compact pattern and highly walkable streetscape organized around a central woodland preserve which serves as a neighborhood playscape.

Nick Aceto, Seth Kimball
Master Planning, Urban Design, Landscape Architecture, Visualization
Completed Fall 2019
Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



FRONTRUNNER PARK SCARBOROUGH ME

This third phase of The Downs master plan includes over 200 homes across a broad range of affordability including compact, lane-loaded single family and pocket homes as well as more than 75 apartment units and ground floor office space. The plan is organized around a series of small parks and a highly-walkable street grid.

KEY STAFF

Nick Aceto, Seth Kimball

SERVICES

Master Planning, Urban Design, Landscape Architecture, Visualization

STATUS

Permitted, Expected Construction Fall 2020

REFERENCE

Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



LAAM 525

BASALT CO

Aceto Landscape Architects worked closely with architect, owner and contractor on this urban infill development, providing creative streetscape and urban plaza design interventions. The project included 8 affordable residential units, 5,000 SF of commercial / light industrial space, parking, and integration with the town's transit system.

KEY STAFF

Caitlin Aceto, Nick Aceto

SERVICES

Landscape Architecture, Urban Design

STATUS

Under Way Summer 2020

REFERENCE

Glenn Rappaport | grappa@blackshack.net



FREEPORT LIVE-WORK

FREEPORT ME

Freeport Live-Work is a community master plan envisioned as a series of mixed-density neighborhoods including more compact, single-family pocket homes as well as mixed-use townhomes and commercial-office buildings.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Urban Design, Planning
STATUS	Planned
REFERENCE	Undisclosed



BASALT ON-CALL PLANNING

BASALT CO

ALA was tasked with the study of two parcels within the Town of Basalt Growth Management Area for feasibility of alternative 'attainable' housing development options. ALA explored options for pocket neighborhoods, compact lot scenarios, and consolidation of infrastructure as a means to offset development cost and in turn reduce home pricing.

KEY STAFF

Lisa Cowan, Caitlin Aceto

SERVICES

Landscape Architecture, Visualization

STATUS

Planning Document Complete 2016

REFERENCE

Undisclosed | Undisclosed

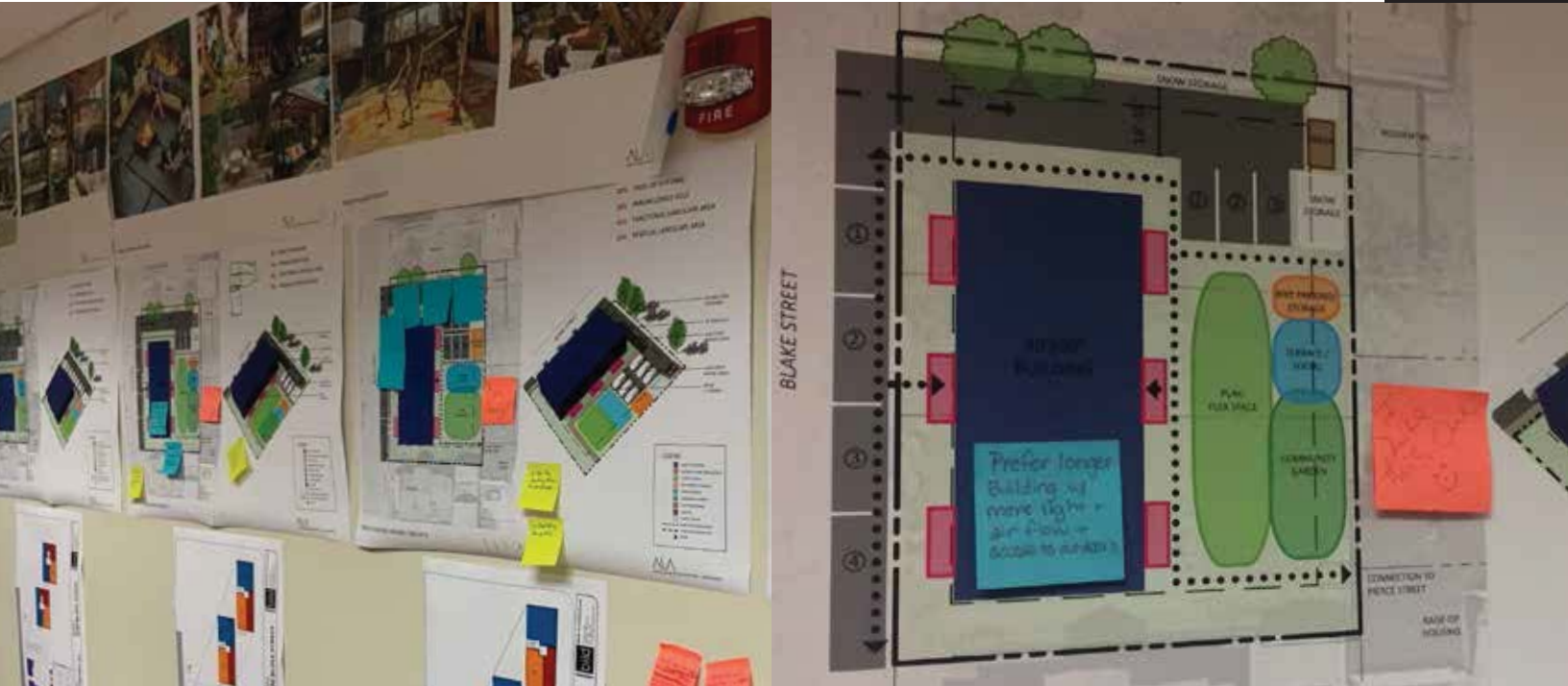


BRECKENRIDGE SUSTAINABLE COMMUNITY

BRECKENRIDGE CO

ALA provided master planning, urban design and landscape architecture services for the larger mixed-use community surrounding the Broken Compass Brewery site in Breckenridge, Colorado.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	On-Hold
REFERENCE	Rich Ciueciuch, Project Workshop



RAISE-OP | BLAKE STREET CHARETTE LEWISTON ME

ALA worked collaboratively with this Lewiston CO-OP via a series of charettes and workshops to help develop a plan for a new CO-OP building which could be replicated across a number of typical infill sites across Lewiston. Working with residents, ALA and BILD Architecture built consensus around parking, site utilization, program, and amenities.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Site Planning, Urban Design, Public Engagement
STATUS	Planned, On-Hold
REFERENCE	Craig Saddlemire, Evan Carroll



RAILROAD SQUARE LIVE-WORK YARMOUTH ME

Situated on a former commercial shipping yard between an existing railroad corridor and historic Main Street, Railroad Square is conceived as a compact, walkable, mixed-use residential community which celebrates the sites historic commercial character while testing new models for living and working.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Site Planning
STATUS	Planned
REFERENCE	Kevin Bunker, Alex Jaegerman



JAX SCHOONER HEAD EAST CO-HOUSING

BAR HARBOR, ME

The Jackson Laboratories is an institution with a long history in Bar Harbor and one of the State of Maine's largest employers. ALA was tasked with developing a site inventory and analysis and conceptual master and site plans for employee and guest housing on a 36.5 acre parcel directly adjacent to the main campus.

KEY STAFF	Nick Aceto
SERVICES	Site Planning, Urban Design
STATUS	Planned, Under Way
REFERENCE	John Fitzpatrick



WILLITS BEND | LIVE-WORK COMMUNITY

BASALT CO

ALA has worked closely with Black Shack Office to develop plans and visualization for expansion of this live-work community in Basalt, CO. The community is comprised of 6 buildings with commercial, light-industrial space on the ground floor with tenant-finish residences above.

KEY STAFF	Nick Aceto
SERVICES	Master Planning, Urban Design, Landscape Architecture, Visualization
STATUS	Completed 2019
REFERENCE	Glenn Rappaport



LIBBYTOWN PLAYScape

PORTLAND ME

ALA worked closely with the Libbytown Neighborhood Association to provide conceptual design and visuals for a new playground planned in Dougherty Field Park in Portland. Due in large part to ALA's imaginative design in conjunction with the neighborhood association's proposal, the project was awarded more than \$130,000 in CDBG funding in 2018 through the competitive selection process with the City of Portland.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	Under Way Summer 2020
REFERENCE	Ethan Hipple, Zack Barowitz



Acorn Engineering, Inc. is a Portland-based civil and environmental engineering firm of nine full-time employees and four construction inspectors. Acorn's team has a diverse portfolio providing Maine with quality engineering and environmental services as well as state-wide construction administration on behalf of the Maine Department of Transportation.

A cornerstone of Acorn Engineering is the attention to quality and exceptional level of service on every project, regardless of size. Our engineers and scientists pride themselves on their extensive experience, which is backed by a broad knowledge of civil and environmental engineering practices from smaller residential projects to larger commercial projects that integrate environmental assessment and site redevelopment.

Acorn Engineering has demonstrated the ability to breakdown and synthesize widely disseminated regulations into accepted engineering practices and practical site assessment and development. As a result of Acorn's efforts, the Cumberland County Soil & Water Conservation District recently recognized Acorn as the Contractor of the Year. This was the first award associated with the nationally recognized Long Creek Restoration Project and the first time the Cumberland County Soil & Water Conservation District ever recognized an engineering firm as their Contractor of the Year.

Acorn's expertise covers the areas of: civil/site design, evaluation, development, and permitting; and construction phase services such as construction administration, construction documents, project bidding, and site inspection including erosion and sedimentation control. Acorn's experience also includes the field of environmental engineering and compliance such as: Phase I and Phase II environmental site assessments, soil and groundwater remediation planning and design; Maine's Voluntary Response Action Program (VRAP); and stormwater treatment system design and permitting.

Acorn's engineers have designed, permitted, and overseen construction on numerous single-family and multifamily residential projects including traditional subdivision designs featuring on-site sewage/septic disposal and drilled wells. Furthermore, Acorn has demonstrated extensive experience and capabilities with municipalities, the Maine Department of Transportation (MDOT), Maine Department of Environmental Protection (MDEP), soil & water conservation districts, conservation commissions, municipalities, and the private sector on environmental and site development projects as demonstrated by the following:

- Listed on Maine DEP's Pre-Qualified Vendor List for Environmental Consulting Services
- Listed on Maine DOT's Pre-Qualified Consultants for eight service areas (listed under Section I.D)
- Cumberland County Soil & Water Conservation District Contractor of the Year for work on the Long Creek Restoration Project

- **Public Works Redevelopment – Meeting House Hill**

Over the past two years, Acorn Engineering has worked in close association with the City of South Portland, neighbors, and private clients on the redevelopment of the former Public Works facility. The 6-acre site is nestled in the middle of the Meeting House Hill residential neighborhood and is currently



a mix of storage buildings, fuel fill stations, miscellaneous stockpiles, and pavement. The site will be redeveloped into a mix of multifamily townhomes and single-family dwellings comprising 38 units along with a public park and community gardens.

In addition to the environmental remediation, Voluntary Response Action Program (VRAP), and other environmental considerations given the previous land use, the project is subject to a Maine DEP stormwater management law. The redevelopment design results in a reduction in impervious area of over 50% and reduces land use intensity across the site. Though not required, several stormwater BMP's have been implemented into the site as a best practice, further attenuating and treating stormwater runoff. In addition to the significant redevelopment plan, Acorn has designed an infrastructure plan to separate the storm and sewer mains. This will include installing 400 feet of new storm drain along the existing O'Neil Street right-of-way and 700 feet of new storm drain along the proposed O'Neil Street right-of-way extension. Overall, this effort will reduce the effects of combined sewer overflows (CSO) into Casco Bay which occur due to wet-weather events and the wastewater treatment plant's inability to provide capacity for both storm and sanitary sewer flows.

As part of this project, Acorn held a multitude of meetings with the City including the assistant City manager, the former Mayor, the entire planning division, and the chief engineer of Public Works. Furthermore, Acorn has collaborated with department heads of the Fire, Parks, Public Works, and Water Resource departments to ensure a feasible and ideal project for all parties. As a result, the process was truly a collaborative effort with a number of stakeholders weighing in on the design.

- **Munjoy Heights**

Acorn provided civil/site engineering and permitting for the design of Munjoy Heights – a six townhome, 29-unit development on the steep slopes of Munjoy Hill in the City of Portland. Acorn designed and developed construction drawings for the sanitary sewers, storm drains, water mains, driveways and pedestrian circulation, retaining wall locations, building locations, and drainage infrastructure to be built in compliance with City standards.



A key component to the project was coordinating with the City on the future combined sewer separation project and the site's overall stormwater management. Additionally, discussions with neighbors and stakeholders were paramount in the project's success.

The innovative urban infill project compliments the Munjoy Hill neighborhood with a communal design and plentiful native landscaping that replaced invasive species which previously dominated the eroding banks prior to the development. The \$22 million project features a courtyard, terraced landscaping, a Portland Trails-maintained path that connects the redevelopment to the existing trail system, and low impact development (LID) techniques that meet MDEP Chapter 500 regulations. The stormwater management includes an underdrained sand filter and chambers that detain and treat stormwater on site in tandem with strategically placed rain gardens.

The project required extensive coordination and collaboration between the client, City of Portland, Portland Trails, the structural engineer, the architect, and the contractor to successfully complete the project with the first "woonerf" in the state and maintaining the existing public walking path through the property.

- **200 Valley St**

Working with Avesta Housing, Acorn Engineering provided civil engineering and permitting for Avesta's 60-unit project in the St. John Valley neighborhood. This urban infill project replaces the existing single-family house and abutting vacant lots into new affordable housing opportunities with two levels of covered parking, amenities, and a rebuilt project frontage with new sidewalks, street trees, and bicycle hitches.



As part of the project, Acorn developed a transportation and parking analysis to ensure that the provided parking will adequately serve the redevelopment. Furthermore, the design team identified and implemented multiple strategies to encourage residents to efficiently utilize the many modes of transportation available on the Portland peninsula.

- **Little Dolphin Drive & Jocelyn Place**

In collaboration with the South Portland Housing Authority and Risbara Holdings, Acorn provided civil engineering design and permitting of a multi-use subdivision at the end of Little Dolphin Drive in Scarborough. Proposed uses include a two-story office building and a three-story 60-unit senior housing facility with associated parking and landscaped areas.



In addition to a voluntary neighborhood meeting, the project went through a 3-step master plan phase with the Town of Scarborough in which the project was collaborated on with Planning Staff, the Planning Board, and neighbors.

The project is subject to Maine DEP and US Army Corps permits. To adequately treat stormwater on the site, Acorn has designed multiple stormwater BMPs meeting Maine DEP Chapter 500 regulations resulting in a low impact design.

- **89 Anderson Street**

In collaboration with Redfern properties and the East Bayside neighborhood, Acorn developed the civil/site engineering design of a mixed use 53-unit redevelopment of an existing under-utilized, urban infill lot in the East Bayside neighborhood. Acorn's scope of services included in the initial phase applying for and obtaining a zone change and



conducting Phase I and Phase II Environmental Site Assessments to evaluate potential environmental contamination at the site.

After conducting the environmental remediation efforts, Acorn developed the site layout and design of sanitary sewers, storm drains, water mains, site driveway, retaining wall locations, building locations, parking lot design, building drainage structures, utility connections and landscaping plan (with a landscape architecture subconsultant) to meet the City of Portland Technical Standards. Acorn also integrated sidewalk and improvements associated with the project into the City's Anderson Street ByWay project. Furthermore, the project team worked with a non-profit organization, the Telling Room, to provide public art along the Fox Street streetcape in lieu of traditional fencing.

Overall, the project established an important mixed use building on a prominent corner lot adjacent to Kennedy Park which contains popular recreation space. The building houses a restaurant and the Gear Hub bicycle school on the first floor with residential apartments above which encourages an active street presence with housing, goods, and services that help tie the neighborhood together and keep eyes on the street.

- **667 Congress Street – The Hiawatha**

The \$28 million project included the civil/site engineering design for the 8-story, first floor retail and 139-unit apartment building on Congress Street in Portland. Vehicle parking is served by two levels with separate access from Vernon and Avon St. The project featured building and site design in an historic district adjacent to Longfellow Square.

Services included, but is not limited to, permitting with the City of Portland, layout and design of sanitary sewers, storm drains, water mains, pedestrian and vehicle entrances, building locations, parking lot design, and parking garage grading and drainage. Acorn provided significant coordination between the Architect, Structural Engineer, Geotechnical Engineer, Construction Management Company, Owner, and the City.



Attachment A

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered 1 and 2

COMPANY NAME: Maine Cooperative Development Partners
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: [Signature] DATE: 6/16/2020
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Brian Eng, Principal

ADDRESS: 6 City Ctr, Fl 3, Portland, ME 04101

TELEPHONE: 413-262-2610 E-MAIL: bri.d.eng@gmail.com

FEDERAL TAX ID #: 273467906 DUNS #: 009932723

STATE OF INCORPORATION: Maine

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☐ Yes ☒ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☒ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068**

Current Date: May 28, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

The City has received an Environmental Report regarding the lack of vernal pools for the property located at 165 Lambert Street.

The report from Jones Associates is attached.

Receipt of **Addendum No. 1** to the City of Portland's RFP #20068, **Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: Maine Cooperative Development Partners
SIGNED BY: Brian Eng DATE: 6/16/2020
PRINT NAME & TITLE: Brian Eng, Principal
ADDRESS: 6 City Ctr, FL3
Portland, ME 04101 ZIP CODE

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned
Property Located at 165 Lambert Street
RFP #20068

Current Date: June 9, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 2** to the City of Portland's **RFP #20068, Request for Proposals for Development of City-Owned Property Located at 165 Lambert Street** is hereby acknowledged.

COMPANY NAME: Maine Cooperative Development Partners
SIGNED BY: Brian Eng DATE: 6/16/2020
PRINT NAME & TITLE: Brian Eng, Principal
ADDRESS: 6 City Ctr. Fl 3
Portland, ME 04101 ZIP CODE

21 Randall Street Request for Proposal

	Ducas Construction
Developer	
Option	
Project	3-story 12 units
Type	Rental
Zone change	Yes (R6)
One-bedroom	5
Two-bedroom	5
Three-bedroom	2
50% AMI	0
60% AMI	12
80% AMI	0
100% AMI	0
120% AMI	0
Subsidy request	
LIHTC	Yes 9%
Community Solutions Grant	No
Brownfield	Yes
Housing Trust	Amount TBD
Other	No
Construction Start	Jun-21
Completion	May-22
Development Budget	\$3.2 Million

Greater Portland Community Land Trust	Greater Portland Community Land Trust
Option 1	Option 2
7 2½-story row houses	3-story bldg with 13 one-level homes
CLT model	CLT model
Yes (R6)	Yes (R6)
0	5
0	0
7	8
0	0
0	0
0	0
0	0
7	13
No	No
\$100,000	\$100,000
Yes	Yes
\$88,000	\$400,000*
\$564,000	No
Mar-21	Mar-21
4Q 2021	4Q 2021
\$2.3 Million	\$3.4 Million

* to be returned in 12-14 months

43 & 91 Douglass Street Request for Proposal

Developer	Jack Solely, Hebert Development, Avesta	The Szanton Company
Project	3-story 40 unit rental bldg, 3-story 30 unit condo bldg, 10 single-family homes w/ ADU	4-story 56 unit rental bldg, 3 3-story 12 unit co-ops, 4 2-story 4 unit co-ops, 16 townhouse Co-ops (52 Co-ops)
Type	Rental/Homeownership	Rental/ Co-op
Zone change	Yes (R-5A)	Yes (R-6)
Efficiency	7	0
One-bedroom	13	Rental = 28 , Co-op = 18
Two-bedroom	12	Rental = 17, Co-op = 12
Three-bedroom	8	Rental = 10, Co-op = 6, Townhouses = 16
50% AMI	24	Rental = 24, Co-op = 0
60% AMI	16	Rental = 16, Co-op = 14
80% AMI	0	Rental = 0, Co-op = 17
100% AMI	0	Rental = 0, Co-op = 21
120% AMI	24 one-bdrm condos at approx. \$228,436	0
Market Rate	6 two-bdrm condos + 10 SF homes + 10 ADU	Rental = 16, Co-op = 0
Subsidy request		
LIHTC	Rental = yes 9%, Ownership = no	Rental = yes 9%, Co-op = no
AHTIF	Rental = yes, Ownership = no	Rental = yes, Co-op = yes
Community Solutions Grant	No	Rental= no, Co-op = \$400,000
Brownfield	?	up to \$750,000
Housing Trust	No	Rental = no, Co-op = \$400,000
Construction Start	Rental= 3Q 2022, Condo & SFH = 2Q 2021	Rental = 2Q 2022, Co-op = 2Q 2022
Completion	Rental= 1Q 2024, Condo & SFH = 2Q 2022	Rental = 1Q 2023, Co-op = 2Q 2023
Development Budget	Rental= \$11. mill, Condo & SFH = \$6.9 mill	Rental = 14.1 mill, Co-op = \$15.7 mill

165 Lambert Street Request for Proposal

Developer	Maine Cooperative Development Partners
Project	Phase 1 = 20 single-family homes, Phase 2 = 26 single-family homes
Type	Co-op
Zone change	Yes
One-bedroom	0
Two-bedroom	0
Three-bedroom	46
50% AMI	0
60% AMI	0
80% AMI	0
100% AMI	46
120% AMI	0
Market Rate	0
Subsidy request	
LIHTC	No
AHTIF	Phase 1 = Yes, Phase 2 = TBD
Community Solutions Grant	Phase 1 = \$200,000, Phase 2 = TBD
Brownfield	No
Housing Trust	Phase 1 = \$200,000, Phase 2 = TBD
Construction Start	Phase 1 = 2Q 2022, Phase 2 = TBD
Completion	Phase 1 = 3Q 2022, Phase 2 = TBD
Development Budget	Phase 1 = \$7.4 million, Phase 2 = TBD

PF Peters
201 Lambert Street
Portland, ME 04103
(207-615-7171)Mobile

July 17, 2020

I write regarding the upcoming Economic Development Committee Meeting on July 21, 2020 via Zoom Link. This meeting will further discuss the one proposal by a developer for RPP 20068 and submitted by Brian Eng.

You will perhaps recall the letter distributed earlier this year by 12 residents of Lambert and Summit Streets at a City of Portland Economic Development Meeting in which residents extended an invitation for Council members, the Mayor and the City Manager to walk the perimeter of the four + acres at 165 Lambert Street to view that lot from the vantage point of the immediate neighbors who will be significantly impacted by loud and prolonged construction noise and loss of the outdoor and indoor value of their homes for close to two years in total. We have never had a single reply from a concerned Councilor, the Mayor or the City Manager regarding our invitation.

We previously expressed our concerns about construction noise in a residential neighborhood, changes in traffic patterns and the possibility that a developer might seek to place egress on Lambert street, a major thruway to Falmouth up Blackstrap Road. At the one meeting where a representative for the Lambert Street neighborhood did speak, he was sped along briskly after a few minutes and was told that there was no reason for him to read from a document that he had already distributed. This creates an undeniable look that the Council's decisions have already been made and that there is no receptivity to our concerns or willingness for the Council to work in collaboration with the neighborhood.

In this letter I am dealing with the proposal to place an entry/egress from Lambert Street between homes. It appears that the development proposal incorrectly locates this road between 201 Lambert (my property) and 193 Lambert, property owned by Chris Nappi. I have confirmed with both the Assessor's office and Public Works that the City does not own or have any rights in the property between 201 and 193 Lambert. The City does own property between 193 Lambert and 178 Lambert, however. In my estimation, there is no place on Lambert Street where a 24' wide roadway should be considered. I say this not only for aesthetic reasons, but also because incoming traffic from Falmouth is heavy in the mornings and evenings, and there are ample alternatives on Auburn Street and Washington Avenue EXT. Entry/Egress from the Washington Ave. EXT and Auburn Street were approved back in the late 1980's when the Portland Elks Club proposed to relocate the Congress Street facility to this City parcel.

The Developer's current rendering appears to place the access/egress from Lambert Street between 193 and 201 Lambert Street. This would place my home between three roads and the backside of a development, greatly reducing the market value of my home as well as my neighbor's. However, as noted above, I have confirmed with both the Assessor's Office and Public Works that the City does not have any rights to any land between our two properties.

I have been a Portland taxpayer for 34 years, spending approximately \$70,000 in property taxes. The sentiment that I have heard from the neighbors near this project is that they are not being considered and that their needs are not being addressed. I re-invite all of you to walk the perimeter of the project and then meet with those impacted and hear their deep concerns and suggestions.

I also ask that you review the plans for the proposed Elks Club property to see where that proposal located the ingress and egress. This project would not need the multiple ingress and egress that the Elks Club did, so surely one of those sites proposed by the Elks Club on Washington Avenue Ext. and/or Auburn Street could serve the needs of this project.

Respectfully,

PF Peters



Greg Mitchell <gmitchell@portlandmaine.gov>

Follow-up

P P <salika77@msn.com>

Tue, Jul 21, 2020 at 10:32 AM

To: "gmitchell@portlandmaine.gov" <gmitchell@portlandmaine.gov>

Hello Greg:

I had meant to include a request in my letter dated July, 17th, to be included in the packet for tonight's meeting with Economic Development Committee.

When I composed my original letter for my 12 neighbors presented at a previous meeting, we included an invitation for the Mayor, the Council and the City Manager to walk the perimeter of the proposed construction site, and asked that no concrete decision be made to move forward until that had taken place. The reason for this is so that everyone can more fully appreciate the proximity to major construction that we will be facing during this process. This will severely compromise the peaceful enjoyment of our properties and yards for the duration of the construction project. The neighbors also wanted everyone to see what the views from our yards would be like, where proposed egresses are planned and get a general sense of the topography.

It has now been five months since our request, so it does not feel a lot to ask that it happen in advance of voting to advance this project. It would go a long way toward creating a sense that the City is actually "listening"...to those who will be most impacted.

I continue to appreciate your assistance.

Respectfully,
PF Peters



CITY OF PORTLAND
Economic Development
Gregory A. Mitchell, Director

MEMORANDUM

TO: Chair and Members of the Economic Development Committee
FROM: Nelle Hanig, Business Programs Manager
CC: Greg Mitchell, Economic Development Director
DATE: July 17, 2020
RE: **UPDATE ON COVID-19 PDC GRANT & LOANS PROGRAMS**

OVERVIEW

To date, there have been two rounds of requests for applications from Portland businesses seeking assistance from the City due to impacts of the COVID-19 crisis. There are three Portland Development Corporation (PDC) Program offerings:

- Microenterprise Grant (0-1 employee, \$2,500 grant),
- COVID BAP Rehire (2+ employees, \$5,000 grant), and
- Rapid Response Micro Loan (2-15 employees, \$10,000 loan with \$5,000 forgiven if certain hiring conditions are met).

The Round One applications were due June 4th with 16 applications received. The Portland Development Corporation (PDC) approved just 5 requests as a number of the applicants did not meet eligibility requirements. Learning from the first round, with City Council approval, modifications were made to the three program guidelines, mainly opening up eligibility to home-based businesses and businesses that had received up to \$10,000 from the SBA PPP and/or EIDL financing programs. Round Two was then launched with applications due July 8th. A total of 41 applications were received. The substantially larger response for Round 2 was likely due to wider eligibility, increased marketing and the additional time for business owners to consider the opportunity that the City first introduced to the public in late May.

The 57 applications received from both rounds were distributed across the three programs as follows:

44 seeking Microenterprise Grants,
10 seeking Rapid Response Micro Loans and
3 seeking COVID BAP Rehire Grants.

Clearly, the Microenterprise Program is meeting a need for very small businesses. Among the 57 applications received, more than 30% were from applicants that are racially, ethnically or linguistically diverse. The vast majority are LLCs or Sole Proprietorships. The types of businesses seeking assistance are wide-ranging:

9 Art Businesses	9 Business Services
7 Day Care	9 Retail
8 Restaurants/ Bars	5 Personal Services
3 Hospitality	2 Fisheries Related
2 Nonprofits	1 Events/Tourism
1 Manufacturing	1 Automotive Rental/Repair

APPLICATIONS PRESENTED AT JULY 16th PDC MEETING

Staff and the underwriters were able to prepare 20 requests (Round 2-A) for the PDC's July 16th meeting. This included 4 from the previous round of applicants which became eligible due to modified guidelines. The PDC approved all 20 requests, 19 Microenterprise grants of \$2,500 each and 1 COVID BAP (Rehire) grant of \$5,000. Among the 25 remaining requests for funding (Round 2-B) those that meet eligibility will be presented to the PDC at its next meeting on August 6th.

BUDGETS

Initial funding and sources for the three COVID-19 Programs include:

- **Microenterprise Grants** (City CDBG Cares Act Funds) = \$129,218.39 with City Council approval,
- **COVID BAP Rehire Grants** (City CDBG Cares Act Funds of \$176,564.61 and regular CDBG Funds of \$77,244) = \$253,808.61 with City Council approval, and
- **Rapid Response Micro Loans** (existing loan funds including PDC UDAG and CIP Unrestricted Funds) = \$400,000 with PDC Board approval.

Based on the amount of money that has been budgeted for each program as noted above (which includes \$10,000 for translation services and \$12,783 for underwriting services), and what was already granted during Round 1, there is sufficient funding in place to fulfill all of the requests for Rounds 2-A and 2-B and still have funds remaining. Should the PDC decide to approve all requests, what would remain for future grant and loan funding is as follows: \$20,000 in the Microenterprise budget, \$220,244 in the COVID BAP Rehire budget and \$335,000 in the Rapid Response Micro Loan budget.

If the PDC and staff determine after Round 2-B that financial assistance is still needed by Portland's small businesses, a third round may be launched. At that point, a reallocation of available funds among the three COVID-19 Programs will be considered.