

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW J. ZARRO (4)

MARK N. DION (5)
APRIL FOURNIER (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

DECEMBER 21, 2020 CITY COUNCIL MEETING

The Portland City Council will hold a City Council Meeting remotely using Zoom. The Honorable Kate Snyder, Mayor, will preside.

ZOOM INFORMATION:

The Portland City Council will hold a meeting on Monday, December 21, 2020 at 5:30 PM. This meeting will take place remotely using Zoom.

Virtual meetings are allowed using emergency legislation approved by LD 2167; 1 M.R.S. §403A, that authorizes cities and towns to conduct meetings online.

Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live, a recording will be uploaded to portlandmaine.gov/livestream the next day. For public comment, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public.

Please click the link below to join the webinar:

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Webinar ID: 876 6250 3729

Passcode: 619163

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft December 7, 2020 Inaugural Meeting and Regular City Council Meeting Minutes.

SPECIAL MEETING:

Special Meeting of the Corporator of the Portland Development Corporation

Pursuant to the Bylaws of the Portland Development Corporation (PDC), the Portland City Council, as Corporator of the Portland Development Corporation, shall hold its annual meeting in the month of September or at a Special Meeting.

This year's Special Meeting Agenda includes:

1. Accepting, as a communication, the attached PDC FYE2020 Activity and Financial Report;
2. Order approving amendments to the PDC's three COVID-19 Loan and Grant Programs; and,
3. Transacting other business as may be deemed necessary.

PDC FYE2020 ACTIVITY AND FINANCIAL REPORT

In FY2020, the PDC invested just under \$780,000 in 24 businesses, which leveraged over \$1.4 Million in private sector funds associated with creating 22 jobs and retaining 125 jobs. FY2020 loan activity included a public to private investment ratio of 1:3, that is for every dollar of public investment, three dollars was invested by the private sector.

Order 137-20/21 Amending Portland Development Corporation COVID-19 Loan and Grant Guidelines for Three Programs - Sponsored by Jon P. Jennings, City Manager

The Guidelines for each of the three COVID-19 Loan and Grant Programs contain a sunset provision of December 31, 2020. As staff anticipates that funding will remain in each program after this date, the PDC Board voted unanimously to recommend to the City Council that the sunset date of December 31, 2020 be replaced with a date of December 31, 2021, or until funds run out.

The three COVID-19 Loan and Grant Programs referred to above are: the COVID-19 Business Assistance Program for Job Re-Hire, the COVID-19 Microenterprise Grant Program, and the COVID-19 Rapid Response Microloan Program.

Five affirmative votes are required for passage after public comment.

PROCLAMATIONS:

APPOINTMENTS:

Order 138-20/21 Appointing Constables for the Year 2021 - Sponsored by Jon P. Jennings, City Manager

This order appoints constables from multiple City Departments and from the Portland Housing Authority for the 2021 calendar year:

- Fire Department constables are responsible for the issuance of citations authorized by the City Code of Ordinances Chapter 10 and Fire Prevention Laws.
- Permitting and Inspections Department constables enforce City Code provisions for business licensing, rental housing, building, electrical and plumbing codes.
- Department of Parks, Recreation, and Facilities constables enforce dogs-at-large violations in parks, playgrounds and cemeteries, as well as failure to dispose of animal waste (Chapter 5 of City Code).
- Police Department constables issue citations for violations of various City ordinances, including, for example, harboring a dangerous dog and smoking in city parks.
- Portland Housing Authority property managers are responsible for lease enforcement, including serving legal documents in eviction cases. In accordance with Maine law, certain documents can only be served by a Constable or Sheriff.

These appointments are effective from 12:01 a.m. on January 1, 2021 until 12:00 midnight, December 31, 2021, and are made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets, except for the constables listed who work for the Parking Division and issue parking tickets as part of their job.

Five affirmative votes are required for passage after public comment.

Order 139-20/21 Authorizing Special Council and Outside Boards and Commissions Appointments for 2021 -- Sponsored by Kate Snyder, Mayor

This order appoints City Councilors and City staff to various boards and commissions for 2021.

Five affirmative votes are required for passage after public comment.

LICENSES:

BUDGET ITEMS:

COMMUNICATIONS:

Com 16-20/21 Housing Committee 2020 Annual Report - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

The 2020 City Council's Common Goals included increasing access to rental and home ownership housing that is safe, affordable and accessible. The Annual Report of the 2020 Housing Committee reflects the Committee's work to address the Council goal and the 2020 Housing Committee Workplan priorities.

It has been standing practice to forward the annual year end Housing Committee report to the City Council.

As a Communication this item requires no public comment or formal Council action.

Com 17-20/21 Assessment of the Waterfront and Marine Economy - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

The Department of Housing & Economic Development is pleased to present an assessment of the Portland Waterfront and Marine Economy to the City Council. This evaluation was conducted by economic consultants AECOM and Rachel Bouvier Consulting between February and April of 2020, with the final report drafted over the following months.

The assessment estimated the contributions of both marine-related commerce and non-marine businesses that benefit from the waterfront. It was determined that the Portland Waterfront supports approximately 7,700 jobs and generates \$313M in labor income, \$417M in GDP (value added) and over \$800M in economic output.

From that total, marine commerce generates over \$650M in revenue, supporting 2,250 jobs. Major contributors to the marine totals are generated from businesses involved in Marine Transportation & Port Services and Seafood Manufacturing & Wholesale.

On November 17, 2020, the Housing & Economic Development Committee of the Portland City Council reviewed the findings of the Waterfront Economic Assessment and provided a unanimous recommendation to forward the report to the full City Council as a communication.

This report was mandated by City Code (see: Chapter 8 - Waterfront Development Growth Area).

As a Communication this item requires no public comment or formal Council action.

Com 18-20/21 Economic Development Committee Accomplishments for Calendar Year 2020 - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

This item is a communication for the Mayor and City Council on a report of the Economic Development Committee's (EDC) accomplishments during calendar year 2020. The EDC reviewed this report at its November 17, 2020, meeting and voted 4-0 to forward it as a communication to the City Council.

As a Communication this item requires no public comment or formal Council action.

RESOLUTIONS:

UNFINISHED BUSINESS:

ORDERS:

Order 140-20/21 Approving Purchase and Sale Agreement with Maine Cooperative Development Partners for 165 Lambert Street - Sponsored by the Housing & Economic Development Committee, Spencer Thibodeau, Chair

The Economic Development Committee met on November 17, 2020 and voted 4-0 to recommend that the City Council approve the Purchase and Sale Agreement between the City and Maine Cooperative Development Partners.

Maine Cooperative Development Partners is proposing to create a limited equity housing cooperative, which is designed to create permanently affordable housing. Staff have communicated all new, relevant requirements introduced by recent amendments to Chapter 14 (the "Green New Deal") to the prospective buyer. 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.).

On December 16, 2019, the City Council authorized staff to move forward with the disposition of three City-owned properties, including property located at 165 Lambert Street (Resolve 10-19/20). At a joint meeting of the Housing and Economic Development committees meeting held 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. On July 21, 2020 the Economic Development Committee authorized staff to begin to negotiate terms for a Purchase and Sale Agreement with the development team that submitted the one proposal received for the 165 Lambert Street property. Terms of the Purchase and Sale Agreement are outlined in Section III of the memo for this item.

Five affirmative votes are required for passage after public comment.

Order 141-20/21 Accepting an Easement Deed from Portland Water District for a Woodlawn Avenue Turnaround - Sponsored by Jon P. Jennings, City Manager

The Department of Public Works is requesting the acceptance of an easement deed to allow for the construction and maintenance of a turnaround area for City vehicles at the end of Woodlawn Avenue.

This turnaround will allow for safer, more effective operation and delivery of City services by snow removal and emergency vehicles.

Five affirmative votes are required for passage after public comment.

Order 142-20/21 Approving the Transfer of Ownership of Artifacts to the Maine Maritime Museum - Sponsored by Jon P. Jennings, City Manager

The Maine Maritime Museum (MMM) in Bath, Maine is requesting that the City of Portland transfer ownership of certain marine artifacts to the Museum. All of the requested items have been on loan to the MMM since 2011 by mutual agreement. None of the items are included within the City's Public Art Collection.

The items include physical pieces of the U.S.S. Portland (CA-33) naval uniforms from the ship's service in World War II, a mounted Key to the City presented to the ship's crew, a trophy from a soccer game with the crew of the cruise ship Queen Elizabeth II, and ephemera from the maiden visit of the cruise ship Queen Mary II to Portland in 2004.

Five affirmative votes are required for passage after public comment.

Order 143-20/21 Authorizing Annual Wage Increase for Corporation Counsel - Sponsored by Kate Snyder, Mayor

Approval is needed to grant Corporation Counsel salary adjustments.

These adjustments will provide a 3% Annual Increase retroactive to January 23, 2019, as well as a second 3% Annual Increase retroactive to January 23, 2020. These increases will result in retroactive pay totaling \$11,800.95, as well as a current salary of \$148,473.00.

The City Council discussed performance evaluations of Corporation Counsel in an executive session on November 19, 2020. This request reflects the outcome of those evaluations. Performance evaluations were not done for either Corporation Counsel or the City Clerk during the two previous years. In addition, they did not receive annual increases, while other non-union employees (including department heads) received annual 3% increases automatically.

Five affirmative votes are required for passage after public comment.

Order 144-20/21 Accepting and Appropriating an Anonymous Donation of \$5,000 For Those In Need - Sponsored by Jon P. Jennings, City Manager

This item accepts and appropriates an anonymous donation of \$5,000.00 from a family in Falmouth, Maine, to be used as a Secret Santa giveaway by the Police Department to those in need.

Staff is requesting that the second reading of this item be waived. Seven votes are required to waive the second reading.

Staff is also requesting that this item be approved as an emergency, to allow immediate distribution. Seven affirmative votes are required for passage as an Emergency after public comment.

Order 145-20/21 Accepting and Appropriating \$10,000 Grant from Catholic Charities of Maine - Sponsored by Jon P. Jennings, City Manager

The Housing & Economic Development Department is requesting that the City Council accept and appropriate a \$10,000 grant from Catholic Charities of Maine for use in enhancing access to entrepreneurship options for limited English proficient and immigrant populations through training and customized technical assistance.

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

AMENDMENTS:

Order 146-20/21 Amendment to Portland City Code Chapter 14 Re: Senior-Focused Uses Proposed for the B-3 Downtown Business Zone - Sponsored by the Planning Board, Brandon Mazer, Chair

At a public hearing on November 17, 2020, the Planning Board unanimously voted (7-0) that these proposed zoning text amendments (changing the definition of congregate care facility and adding congregate care facilities and intermediate care facilities as permitted uses) are consistent with the Comprehensive Plan for the City of Portland, and recommending approval by the City Council.

Portland Opportunity Fund LLC seeks a zoning text amendment to facilitate development at 385 Congress Street, which is zoned B-3 downtown business. The proposed text amendment would add congregate care facilities and intermediate care facilities as permitted uses to the B-3 zone (as well as the B-3b and B-3c zones, which share the same list of permitted uses). Per previous Council concern, the proposal also edits the definition of congregate care facility in the zoning code to clarify its intended purpose.

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

Order 147-20/21 Amendment to the Zoning Map Re: B-2 to I-M Zone at 7 Rand Road - Sponsored by the Planning Board, Brandon Mazer, Chair

At a public hearing on November 17, 2020, the Planning Board voted (7-0) that this proposed zoning map amendment for approximately 14.68 acres of privately owned land located at 7 Rand Road (from the B-2 Community Business zone to the I-M Industrial zone) is consistent with the Comprehensive Plan for the City of Portland and recommended approval by the City Council.

Brockway-Smith Company seeks a zoning map amendment to rezone the parcel at 7 Rand Road from an I-M Industrial/B-2 Community Business split lot condition to fully I-M, removing the split lot condition via an adjustment to the zoning boundary, so that the property can be brought into greater conformity and allow for more cohesive future expansion of the currently bifurcated site. The subject property is located between Interstate 95 and Rand Road and is 18.4 acres in size. The site is currently developed with a 300,000 SF warehouse, a paved truck staging area, and surface parking. The proposed zone change is illustrated in attachment 1.

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

6:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

EXECUTIVE SESSION:

ZOOM INFORMATION:

The Portland City Council will hold a meeting on Monday, December 7, 2020 at 12:00 PM. This meeting will take place remotely using Zoom.

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Webinar ID: 899 0198 2747

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International numbers available: <https://us02web.zoom.us/j/89901982747?pwd=dnpiUWRtY0RhQzQxWVdJeTUwQXpTZz09>

INVOCATION:

Invocation by the Very Rev. Dr. Benjamin Shambaugh, Dean, The Cathedral Church of St. Luke

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Snyder called the meeting to order at 12:05 PM (All Councilors Present).

ANNOUNCEMENTS:

RECOGNITION OF OUTGOING COUNCILORS:

Councilor Jill Duson, Councilor Justin Costa, and Councilor Kim Cook will be recognized for their service on the Portland City Council.

ELECTION RETURNS AND OATHS OF OFFICE:

Election returns from Katherine L. Jones, City Clerk

SWEARING-IN CEREMONY:

The City Clerk will administer the Oath of Office to the newly elected City Councilors, after which the newly elected Councilors will sign their oath cards so that the City Clerk may witness their signatures.

ADJOURNMENT:

Motion was made by Councilor Ray and seconded by Councilor Ali to adjourn. Passage 12:47 PM.

ROLL CALL:

Mayor Snyder called the meeting to order at 12:47 PM. (All Councilors Present)

BUSINESS MEETING:

Order 135-20/21 Appointing Standing Committees and Library Trustee for 2020-2021 - Sponsored by Mayor Kate Snyder

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

Order 136-20/21 Appointing Nicholas M. Mavodones, Jr. as Mayor Pro Tempore - Sponsored by Mayor Kate Snyder

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage.
Passage 9-0.

RESOLUTIONS:

Resolve 4-20/21 Adopting Council Rules of Procedure for 2020-2021 - Sponsored by Mayor Kate Snyder

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

BENEDICTION:

Benediction by Maulian Dana, Penobscot Nation Tribal Ambassador

ADJOURNMENT:

Motion was made by Councilor Thiobdeau and seconded by Councilor Ali to adjourn. Passage 9-0 ,1:17 P.M.

A TRUE RECORD

Katherine L. Jones, City Clerk

ZOOM INFORMATION:

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PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Snyder called the meeting to order at 1:17 PM (All Councilors Present).

ANNOUNCEMENTS:

Mayor Snyder announced that the City Clerk's Office is now taking application for the newly formed Rent Board. Information is on the City's Website.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the November 16, 2020 Draft City Council Meeting Minutes.

Motion was made by Councilor Ray and seconded by Councilor Ali to approve the minutes of the November 16, 2020. Passage 9-0.

RESOLUTIONS:

Resolve 05-20/21 Creating an Ad Hoc Committee to develop 2021 City Council Rules - Sponsored by Kate Snyder, Mayor

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

COMMUNICATIONS:

Com 13-20/21 Parks Commission Annual Report from Parks Commission Chair Cynthia Loebenstein and Member Nathan Robbins - Sponsored by Jon P. Jennings, City Manager

As a communication this item requires no public comment or formal Council action.

Com 14-20/21 Communication on the interpretation and implementation of referenda as approved by voters on the November 2020 ballot - Sponsored by Jon P. Jennings, City Manager

As a communication this item requires no public comment or formal Council action.

Com 15-20/21 Appointments to the Ad Hoc Rules Committee - Sponsored by Kate Snyder, Mayor

As a communication this item requires no public comment or formal Council action.

Motion was made by Councilor Ali and seconded by Councilor Chong to adjourn. Passage 7-0. (Mavodones, Thibodeau gone), at 2:15 P.M.

A TRUE RECORD

Katherine L. Jones, City Clerk

FROM: Greg Mitchell, Director
DATE: December 9, 2020
SUBJECT: Special Meeting of the Corporator of the Portland Development Corporation
SPONSOR: Mayor Kate Snyder
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

1st Reading 12/21/2020 **Final Action 12/21/2020**

Can action be taken at a later date: No (If no why not?)

I. SUMMARY

II. AGENDA DESCRIPTION

This year's Special Meeting Agenda includes:

1. Accepting, as a communication, the attached PDC FYE2020 Activity and Financial Report;
2. Order approving amendments to the PDC's three COVID-19 Loan and Grant Programs; and,
3. Transacting other business as may be deemed necessary.

PDC FYE2020 ACTIVITY AND FINANCIAL REPORT

In FY2020, the PDC invested just under \$780,000 in 24 businesses, which leveraged over \$1.4 Million in private sector funds associated with creating 22 jobs and retaining 125 jobs. FY2020 loan activity included a public to private investment ratio of 1:3, that is for every dollar of public investment, three dollars was invested by the private sector.

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

It is recommended that the City Council accept the PDC Annual Report for FYE2020 as a communication, and vote to approve the amendments to its three COVID-19 Loan and Grant Programs to amend the sunset date of 12/31/2020 to 12/31/2021, or until funds run out.

V. FINANCIAL IMPACT

There is no financial impact to the City's budget to accept the FYE2020 Annual Report as a communication, and also no impact the City's budget as funding for its three COVID-19 Loan and Grant programs are from the PDC Unrestricted Loan Funds and CDBG.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends acceptance of the PDC FYE2020 Annual Report and for the City Council to vote to approve the PDC's three COVID-19 Loan Programs as recommended by the PDC Board.

VII. RECOMMENDATION

At its November 19, 2020, Board meeting, the PDC Board unanimously voted to: (1) send its FYE2020 Annual Report to the City Council as a communication; and, (2) forward amendments to its three COVID-19 Loan and Grant programs to the City Council for approval to extend the sunset date from 12/31/2020 to 12/31/2021, or until funds run out.

VIII. LIST ATTACHMENTS

1. PDC Annual Report for FYE2020 11-12-2020 Cln Fnl

Prepared by:

Greg Mitchell, Director

Date: 12/9/2020



Portland Development Corporation
Board of Directors
Fiscal Year End 2020 Annual Report

The Economic Development Department provides the primary staff support to the Portland Development Corporation (PDC) with legal assistance from Corporation Counsel. The Economic Development Department is responsible for marketing and administration of the PDC's Commercial Loan and Grant Programs.

The PDC Board of Directors met eleven times over the course of the fiscal year, not including its Annual Awards Reception held on December 11, 2019 – detailed further below.

In response to the COVID-19 Pandemic, the PDC created three programs to assist businesses, which guidelines were approved by the City Council in May and June 2020. The programs included the COVID-19 Rapid Response Micro Loan Program, the COVID-19 Microenterprise Grant Program, and the COVID-19 BAP Rehire Grant Program. These programs are detailed later in this Report.

It is noted that the PDC invested just under \$780,000 in FY2020 in 24 businesses, which leveraged over \$1.4 Million in private sector funds associated with creating 22 jobs and retaining 125 jobs. FY2020 loan activity included a public to private investment ratio of 1:3, that is for every dollar of public investment, three dollars was invested by the private sector.

See table on following page for loan and grant activity for FY15 through FY2020.

FY15, FY16, FY17, FY18, FY19, and FY2020 Loan and Grant Activity Totals:

	FY15	FY16	FY17	FY18	FY19	FY2020
No. of Commercial Loans Made	8	5	10	6	6	5
Total Amt. of Funds Lent	\$607,033	\$370,000	\$873,500	\$405,000	\$320,000	\$434,000
Total Private Investment Leveraged	\$3,467,095	\$1,139,361	\$11,439,338	\$5,112,884 (inc. Brownfield Loan Leveraging)	\$1,882,700	\$1,423,475
Jobs Created	40	8	40	14	21	2
Jobs Retained	55	11	17	62	7	125
No. of Brownfield Grants/Loans	1	1	2	2	1	1
Total Amt. of Grants/Loans	\$200,000/Loan	\$75,000/Grant	\$192,000/Grants	\$350,000/Loan; \$170,000/Grant	\$125,000	\$125,000
No. of Business Assistance Grants for Job Creation	5	7	0*	7	9	13
Total Amt. of Grants	\$140,000	\$115,000	0	\$130,000	\$140,000	\$200,000
Jobs Created	14	11	0	12	14	20
No. of Portland Econ. Dev. Plan Implementation Grants	8	3	8	4	2	Program Discontinued Order #45 on 9/16/2019
Total Amt. of Grants	\$98,820	\$37,300	\$48,331	\$37,900	\$30,000	
COVID-19 Rapid Response Micro Loans						1 for \$10,000
COVID-19 Microenterprise Grants						4 @ \$2,500 each or \$10,000 total
PDC Total Investment	\$756,503	\$502,300	\$926,831	\$1,062,900	\$615,000	\$779,000

*No funds were available during FY17.

PDC Fiscal Year 2020 Loan and Grant Detailed Activity

FY2020 Loans Closed

FY2020 was a year in which the PDC loan portfolio grew with five loans closed for a total of \$434,000. These PDC's loans assisted in retaining 125 jobs and creating 2 new jobs. In addition, these loans leveraged over \$1.42 Million in private commercial investment. Types of businesses provided loan assistance included manufacturing, accounting, and food.

During the past ten years, FY10 through FY2020, the PDC has extended 74 loans for a total of just over \$5.79 Million, while leveraging just over \$80 Million in private investment and creating/retaining over 730 jobs.

PDC Loan Portfolio

As of the end of FY2020, the PDC loan portfolio exceeds \$2.9 Million, with 34 loans under management. This loan portfolio of \$2.9 Million leverages \$31.5 Million in private investment in Portland, for a leverage of \$11 of private funds invested to each dollar of public funds invested. These loans helped to retain 186 jobs and create 120 jobs, and include a diverse mix of PDC investments in businesses noted above, as well as a paddle boat company on Portland's waterfront, day care centers, bakeries, energy, fitness, retail, recreation, education, and service businesses. It is also noted that of the 34 loans under management, 7 are to the immigrant community.

As a result of a successful grant application, beginning in 2012, funds from the U.S. Treasury's State Small Business Credit Initiative (SSBCI) became available to the City as a lending source. To date, the PDC has utilized \$922,500 in SSBCI funds for loans to six Portland businesses. Since the SSBCI Program expired in early 2017, all of the loan funds, once paid off by the borrowers, become the City's, expanding the PDC loan pool by what will likely be over \$1 million.

PDC Lending History

Since its inception in 1991, the PDC has made 177 loans to diverse businesses including manufacturing (e.g., breweries and biosciences), hospitality, restaurants, retail, and service, among others. The following table provides an overall view of the activities:

Total Amount of Funds Lent:	\$11,570,535
Leveraged Amount of Private Financing:	\$125,957,459
Jobs Retained:	1,475
Jobs Created:	818
16 Loans Defaulted*	\$708,480

*Default amount of \$708,480 is 6.12% of total amount of funds lent.

COVID-19 Loan and Grant Programs

In response to the COVID-19 Pandemic, the PDC Board met five times between April and June to create loan/grant programs in support of Portland businesses. As a result, as of FYE2020, the Board has approved a COVID-19 Rapid Response Micro Loan, and four COVID-19 Microenterprise Grants at \$2,500 each. It is anticipated that many more will be approved at the start of FY2021.

Brownfields Grant Award from the United States Department of Environmental Protection (EPA)

The City of Portland applied for a Brownfields Grant from the EPA during FY2016. At the beginning of FY17, the City was awarded a grant of \$800,000 to support loan and grant investments in environmental site cleanup. The City was awarded an additional \$500,000 in cleanup funds and \$200,000 in assessment funds during FY18. The City Council accepted and appropriated these funds to recapitalize the Brownfields Revolving Loan and Grant Program and a Brownfield Assessment Program. The funds will be used as loans to for-profit developers, and, in some cases, as grants to non-profits for clean-up of Brownfields sites throughout the City. The assessment funds will cover the cost of Phase I and Phase II Environmental Site Assessments in Portland.

Brownfield actions of FY18, FY19, and FY2020:

1. In FY18, a loan of up to \$350,000 was approved and provided to Forefront Partners I LP for engineering and clean-up/remediation connected to four projects on Thompson's Point. Those projects include the Suburban Propane redevelopment site, the East Loop Road (to the future Children's Museum and Theatre building), a Pavilion, and a Hotel.
2. Again, in FY18, a \$170,000 grant was approved for Children's Museum & Theater of Maine (CMTM), a non-profit organization which purchased a 1.12 acre property (Lot 7) on Thompson's Point. In this \$14 Million project, CMTM will construct a 3-story 29,000 sq. ft. building on that property with outdoor play areas. This grant will assist in remediation/cleanup of the site.
3. In FY19, a \$125,000 grant was approved for the Portland Housing Authority (PHA) to assist with remediation/cleanup costs for contaminated property at 58 Boyd Street. Once remediated, PHA will develop a six-story, 55-unit mixed income residential building with multi-family affordable apartments (65% low income). Project buildout costs are estimated at over \$13 Million.
4. In FY19, the PDC recommended to the City Council, and the City Council approved, that Phase I and Phase II Environmental Assessments from the Assessment Fund received from USEPA in 2018 (Fund 281) can now be approved administratively, rather than brought to the PDC Board for approval.

If assessments are to use Brownfields Closeout funds (Fund 278), staff will bring these requests to the Board for approval, as it has done in the past.

5. In FY2020, a \$125,000 grant was approved for the PHA to assist with cleanup costs for demolishing 50 units of public housing on Front Street (in the East Deering neighborhood) that are the end of their useful life. In their place, 105 units of affordable mixed-income apartments (for those earning less than 60% of Area Median Income) will be constructed with a significant amount of open space for use by residents. Total project costs for both Phase 1 and Phase 2 is estimated at \$20.5 Million.

Portland Economic Development Plan Implementation Program (PEDPIP) Grant Fund

History:

The PEDPIP Grant Fund was created during FY12 to provide grant funds to invest in economic development projects and programs that carry out Portland's Economic Development Vision and Plan ("Plan"), and its companion Work Plan which is updated every two years. Grants must be matched by an equal or greater dollar amount from funding sources other than the PDC.

The PEDPIP grants have funded planning studies and other "soft" costs associated with economic development projects and programs that advance the initiatives spelled out in the Plan and current Work Plan. PEDPIP does not invest in "hard" costs for public infrastructure or private development projects. Its focus is on expenditures for economic development projects and programs.

The PEDPIP program was initially capitalized by PDC loan funds in the amount of \$250,000 in FY12. The maximum grant amount was originally \$75,000. By the end of 2014, the full \$250,000 had been awarded in PEDPIP grants. During FY2015, the PDC Board recommended to the City Council, and the Council approved, re-capitalizing PEDPIP by establishing a yearly cap at the beginning of each fiscal year using 10% of Unrestricted PDC loan funds that were available/uncommitted, beginning with FY16. They also amended the maximum grant amount to \$15,000.

Since its inception through FY19, the PDC Board approved grants in the total amount of \$465,245 as follows:

Portland Community Chamber for the following projects:

- "Why Portland" Videos
- Growing Portland Initiative
- Scorecard Updates (2014; 2015)
- Startup and Create Week (2014; 2015)

Creative Portland for the following projects:

- Branding Portland

- LiveWork Website Update
- Creative Economy Metrics
- Artspace Survey
- Creative Map and Guide
- Creative Space (inventory, web-based clearing house, resource guides)
- UNESCO Creative Cities Application
- Work in Place Summit
- Green Light Series Finale
- Update to Portland Cultural Plan
- Hire Professional “Experience Design” Consultant/Cultural Application

Portland Performing Arts Festival

City of Portland - Staff participation in the Maine International Trade Center Mission to Iceland and UK

City of Portland/Portland Community Chamber – Industry Sector Research
Conducted by the Maine Center for Business and Economic Research

City of Portland – Greater Portland Economic Development Corporation/
Maine International Trade Center/Invest in Maine Program

City of Portland – Office of Economic Opportunity for the following projects:

- Develop Strategies and Measurable Plan to Integrate Immigrants
- Create Professional Connector Program/Jobs for New Mainers

World Affairs Council for its Celebrate Immigration Initiative

Cooperative Development Institute – Institutional Food Service and Procurement

Maine Center for Enterprise Development for the following projects:

- Top Gun Overhaul and Preflight
- E*Next Pilot Project

Maine Convention Center Collaborative/Portland Community Chamber –
Feasibility Study for Convention Center

Portland Buy Local – Host Community Forum to Strengthen Portland’s Economy

Portland Downtown for the following projects:

- Parking Study
- Walking Tour

Maine College of Art – Campus Master Plan

GPCOG – Portland Food Launch and Festival

Women United Around the World – Vocational Training Program for Immigrant Women

Maine Immigrant Rights Coalition – Create Database/Immigrant Economic Opportunity Network

Maine Crafts Association – Gallery at 519 Congress Street for Maine Craft Artists, and a Hub for Education, and Culture

Portland Adult Education – New Mainers Resource Center Education Assistance

Program Discontinued in FY2020

The PDC Board recommended to the City Council discontinuation of this Program because, having been in existence for over 7 years, it produced what it had

intended – to help facilitate the implementation of the primary objectives of the August 2011 Vision and Plan to stimulate private sector investment and growth. The Council voted to discontinue the program at its September 16, 2019, meeting.

Business Assistance Program for Job Creation

The Business Assistance Program for Job Creation offers grants to new and expanding Portland businesses for projects that result in the creation of permanent net new jobs for low/moderate income individuals. A private match is required in an amount that is at least equal to the grant requested. The maximum grant amount per recipient is \$20,000. For every \$10,000 of grant funds, one full-time permanent job must be created.

This program was originally capitalized with \$100,000 from the Community Development Block Grant (CDBG) and launched in May 2012. It was re-capitalized by the CDBG program in FY14 and FY16 with an additional \$100,000 each of those years, an additional \$108,543 for FY18, \$145,000 for FY19, and \$200,000 for FY2020.

Grants awarded since the Program's inception (FY12 through FY2020) total over \$750,000 to 52 recipients, including 11 to the immigrant community, resulting in the creation of 74 jobs. The program has provided assistance to a diverse group of start-up and existing businesses including restaurants, bakeries, food production, clothing and textile manufacturers, pharmacy, computer services, music venue, bicycle sales/service, hair salons, auto repair, and home health care services.

PDC Annual Awards Program

At the 24th Annual Awards Reception on December 11, 2019, the PDC gave awards for PDC Client of the Year, Small Business of the Year, Business of the Year, Economic Achievement Award, and, new this year, a Legacy Award – as follows:

- The ***PDC Client of the Year*** award was given to ***Drifters Wife***

Maine & Loire borrowed funds from the PDC's commercial loan program in 2014 to start a Wine Shop at 63 Washington Avenue, selling only natural wines (organically or biodynamically farmed). A few years later, owners Peter and Orenda Hale incorporated into the Wine Shop a small wine bar called Drifters Wife which also served food. When a larger space on the block opened up at 59 Washington at the beginning of 2018, they moved into it with the Wine Shop on one side and an expanded Drifters Wife restaurant on the other. This August, Drifters Wife was named to Bon Appetit's Hot 10 2018 list of America's best new restaurants. The award was announced shortly after Portland was named 2018 Restaurant

- The ***Small Business of the Year*** award was given to ***Bayside Bowl***

Bayside Bowl has brought new life to Bayside consistent with the *Bayside Vision*. It opened in the Summer of 2010 and immediately became the anchor for everyone wanting great food, bowling, and live music. With its expansion in 2017, it now offers 20 USBC sanctioned lanes, a taco truck, four unique bar spaces, event spaces, and a one-of-a-kind rooftop deck.

Bayside Bowl is also the home of the PBA Elias Cup. Forty of the world's greatest bowlers come to Portland every year to compete live on Fox Sports for this made for TV team championship. It also hosts over 600 bowlers in bowling leagues all year round. The business is owned by Justin Alford and Charlie Mitchell, and we appreciate their creating this venue in Bayside.

- The ***Business of the Year*** award was given to ***Certify***

Named one of the best places to work in Maine, 4 years in a row, Certify is disrupting the world of spend management with a simple and innovative cloud-based solution that's scalable for companies of every size and industry. Certify offers all of the energy and opportunity of a startup, plus the strength and stability of a revenue-positive industry leader. For professionals in technical, sales, marketing, or administrative roles, Certify is the place for employees to bring their talents and truly love what they do for a lifetime.

Founded by Bob Neveu and his brother Alan in 2008, Certify is proof that companies can grow fast, hire talented employees, and develop world class software right here in Portland, Maine. Certify employs over 130 employees in Portland, 45 in San Diego, and operates another small office across the pond in London. As a private equity backed firm, Certify has been involved in a significant amount of mergers and acquisitions activity over the past few years and has expanded its reach even further. With sister companies spanning from Los Angeles to Toronto, the Certify family has grown far beyond initial expectations.

Due to its rapid growth, position as an industry leader, and the footprint that it has made on the Portland employment market, Certify well deserves to be named Business of the Year.

- The ***Economic Development Achievement*** award was given to ***Kevin Bunker and Developers Collaborative***

Under the leadership of Kevin Bunker, Developers Collaborative (DC) is a real estate development and management company interested in projects that build community. As founding principal of DC in 2007, Kevin Bunker provides consistent direction for core themes like smart growth, environmental sustainability, affordable housing, and innovative design. DC employs a community-based approach to planning and building, and frequently participates in public-private partnerships to achieve public

goals. The Developers Collaborative team has years of experience developing and structuring financing for complex projects with a community benefit. DC also works on real estate solutions for some of Maine's most iconic businesses, including The Jackson Laboratory and L.L. Bean.

DC, based in Portland, has redeveloped many historic properties into beneficial uses throughout Maine. Examples in Portland include the Nathan Clifford School redeveloped into apartments, and the Motherhouse (Sisters of Mercy property in the Deering Center neighborhood) redeveloped into a mix of affordable and market rate rental senior housing. In 2017, DC responded to the City's RFP for the sale and reuse of the former Reed School building and property and was awarded the project. A portion of the property has been redeveloped into a new facility for Children's Odyssey, a pre-school for children with learning challenges. The rest of the property will be redeveloped into eight residential units. The company is now focused on further redevelopment of the former Sisters of Mercy campus. Notable elements of this include the former Maine Girls' Academy, formerly Catherine McAuley High School, and renovating 66 State Street into an affordable housing project, with a lodging house with 38 rooming units and 30-units of rental housing.

■ The ***Legacy Award*** was given to ***Paradigm Window Solutions***

For more than 30 years, Paradigm Windows has been building EnergyStar rated, premium quality vinyl windows for residential and commercial applications. Paradigm operates on a distribution-based business model servicing the Northeast, Mid-Atlantic and Midwest regions.

Not all windows are created equal – this is a statement that Paradigm Windows thrives on. The Paradigm product line was built from the ground up, with the intention to fill a market gap in the vinyl window industry at the time, to satisfy the diverse climate needs in New England. As a company that is focused on innovation, new construction and replacement windows are coupled with a diverse set of options and accessories that aren't commonly found in the vinyl industry. Their premium-quality products are designed and fabricated in Maine and exceed requirements of the American Architectural Manufacturing Association (AAMA) Gold Label Certification for integrity and quality.

Currently, the company employs 230 people and offers benefits, paid time off, tuition reimbursement, and bonuses. For 37 years, Paradigm Window Solutions has been a steadfast employer of choice for new Mainers, as well as graduates from area high schools, career/technical education centers, and colleges. Presently, Paradigm Window Solutions has employees from 15 countries. In recent years, Paradigm has partnered with multiple educational and job-seeking oriented organizations to implement programs that facilitate career growth. As the workforce began to shift from local high school graduates to an influx in immigrant populations, the company adapted training procedures to support

ESOL (English for speakers of other languages) employees. Paradigm has a long and valued legacy in the City of Portland.

Because of COVID-19, the PDC Board is delaying the Annual Awards Program to 2021.

Summary

The PDC looks forward to continuing to assist in providing and leveraging investment in Portland area businesses and development projects. With grant programs, its loan portfolio growing, and loan funds available to invest, the PDC would like to thank the City Council for its continued support.

PDC Board of Directors: Tim Agnew
Councilor Tae Chong
James Dowd, Secretary
Tom Dunne
Blaine Grimes, Treasurer
Jeffery Hicklin
Jon Jennings, City Manager
Steve Lovejoy
Laura Reading
Julie Viola, President
Briana Volk

PDC Staff: Greg Mitchell, Economic Development Director
Nelle Hanig, Business Programs Manager
Lori Paulette, Senior Executive Assistant
Michael Goldman, Associate Corporation Counsel

PORTLAND DEVELOPMENT CORPORATION
Statement of Net Position
June 30, 2020

(Preliminary and Subject to Audit)

ASSETS

Cash		\$ 2,517,668
Due from other governments		8,457
Accounts receivable		948
Loans receivable	\$ 2,185,783	
Allowance for uncollectible loans	<u>(276,300)</u>	<u>1,909,483</u>
TOTAL ASSETS		<u><u>\$ 4,436,557</u></u>

LIABILITIES AND FUND EQUITY

Liabilities:		
Accounts payable	<u>\$ 7,482</u>	
Total Liabilities		\$ 7,482
Fund Equity:		
Reserves		
Loans Receivable	\$ 1,909,483	
Economic Development Fund	129,909	
Unrestricted UDAG	434,151	
Restricted CIP	325,337	
Unrestricted CIP	137,443	
FAME	259,444	
EPA Revolving Loan Fund (Brownfield)	422,160	
FAME SSBCI	807,035	
Brownfield Grants	<u>4,112</u>	
Total Fund Equity		<u><u>4,429,074</u></u>
TOTAL LIABILITIES AND FUND EQUITY		<u><u>\$ 4,436,557</u></u>

PORTLAND DEVELOPMENT CORPORATION
Statement of Revenues, Expenditures,
and Changes in Fund Balance
For the Year Ended
June 30, 2020

(Preliminary and Subject to Audit)

Revenues and Financing Sources

Federal Grants	\$ 282,181
Application Fees	5,180
Interest Received on Loans	105,973
Bad Debt Recovery	24,152
Investment Interest Income	30,224
Operating Transfers In	<u>26,163</u>

Total Revenues and Financing Sources	\$ 473,873
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Expenditures and Other Charges

Administrative Services	\$ 10,536
Net Payments to Contractors	310,241
Adjustments to Allowances	1,200
Operating Transfers Out	<u>26,163</u>

Total Expenditures and Other Charges	<u>348,139</u>
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Excess (deficiency) of revenues over expenditures	\$ 125,733
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Fund Balance, June 30, 2019	<u>4,303,341</u>
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Fund Balance, June 30, 2020	<u><u>4,429,074</u></u>
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MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: December 9, 2020

SUBJECT: Order 137-20/21 Amending Portland Development Corporation COVID-19 Loan and Grant Guidelines for Three Programs - Sponsored by Jon P. Jennings, City Manager

SPONSOR: Mayor Kate Snyder
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No The PDC's Covid-19 Loan and Grant Programs sunset December 31, 2020, therefore approval is needed at the December 21, 2020, Council meeting to extend these programs to December 31, 2021, or until funding runs out.

PRESENTATION: Greg Mitchell/3 Minutes.

I. SUMMARY

The Portland Development Corporation (PDC) Board met on November 19, 2020, and voted unanimously to recommend to the City Council amending these three programs by deleting the sunset provision of December 31, 2020, and substituting therefor a sunset provision of December 31, 2021, or until funding runs out.

II. AGENDA DESCRIPTION

The Guidelines for each of the three COVID-19 Loan and Grant Programs contain a sunset provision of December 31, 2020. As staff anticipates that funding will remain in each program after this date, the PDC Board voted unanimously to recommend to the City Council that the sunset date of December 31, 2020 be replaced with a date of December 31, 2021, or until funds run out.

The three COVID-19 Loan and Grant Programs referred to above are: the COVID-19 Business Assistance Program for Job Re-Hire, the COVID-19 Microenterprise Grant Program, and the COVID-19 Rapid Response Microloan Program.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The PDC's COVID-19 Loan and Grant Programs have been well received by the business community since its inception, with the PDC Board approving loans and grants to over 60 businesses. Because it is anticipated that funding will still be available after the current sunset date of December 31, 2020, the PDC Board is recommending a new sunset date of December 31, 2021, or until funds run out.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for the PDC Board to continue its COVID-19 Loan and Grant programs through December 31, 2021, or until funds run out.

V. FINANCIAL IMPACT

There is no financial impact to the City's budget as funding for these programs are from the PDC Unrestricted Loan Funds and CDBG.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends amending the sunset date as recommended by the PDC Board.

VII. RECOMMENDATION

At its November 19, 2020, the PDC voted unanimously to recommend to the City Council amending the sunset date from December 31, 2020, to December 31, 2021, or until funding runs out.

VIII. LIST ATTACHMENTS

1. Order Approving COVID-19 PDC Loan and Grant Program amendments 12.21.2020
2. RR NRH Cln 9-14-20 and As Passed at 10-5-20 CC Meeting w 12-2020 Rdlns
3. COVID BAP Rehire As Passed at 10-5-20 CC Meeting w 12-2020 Rdlns
4. MGP As Passed at 10-5-20 CC Meeting w 12-2020 Rdlns

Prepared by:

Greg Mitchell, Director

Date: 12/9/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AMENDING PORTLAND DEVELOPMENT CORPORATION
COVID-19 LOAN AND GRANT GUIDELINES FOR THREE PROGRAMS**

ORDERED, that the amendments to the Portland Development Corporation COVID-19 Business Assistance Program for Job Re-Hire are hereby approved substantially in the form attached hereto; and

BE IT FURTHER ORDERED, the amendments to the Portland Development Corporation COVID-19 Microenterprise Grant Program are hereby approved substantially in the form attached hereto; and

BE IT FURTHER ORDERED, the amendments to the Portland Development Corporation COVID-19 Rapid Response Microloan Program are hereby approved substantially in the form attached hereto; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute any and all documents necessary to implement this program and otherwise carry out the intent of this Order.

COVID-19 Portland Rapid Response Micro Loan Program

Description

The City of Portland Rapid Response Micro Loan Program (RRMP) is targeted to small businesses that had two (2) to fifteen (15) employees before the COVID-19 crisis. The RRMP provides loans up to \$10,000 to Portland businesses most impacted by COVID-19 that are in danger of closing, have laid off workers, or have had to close temporarily. Funding through this Program cannot be combined with any other City of Portland COVID-19 financing.

This program may not duplicate benefits received from COVID-19 Federal, State or County grants. Specifically, COVID-19 City grants can only be used to pay for items not already paid for by other governmental grants.

Funding Source

\$133,500 from unrestricted City loan funds.

Program Financing Terms

- Loans up to \$10,000 per business with \$5,000 forgivable if meet requirement (see Employee Retention or Rehiring Section below);
- No application fee;
- Commitment fee of 0.5% of loan amount (e.g., \$50 on a \$10,000 loan);
- 0% interest rate with a 2 year term for repayment;
- Loan payments begin 6 months after loan closing.

Program Eligibility

- Business is located in Portland;
- Business had two (2) to fifteen (15) full time equivalent (FTE)* employees on its payroll just before the COVID-19 crisis. (One (1) Full Time Equivalent (FTE) job = one full-time job of at least 34 hours/week or two part time jobs of at least 17 hours/week each.)
- Sales < \$1,000,000;
- Business began operating no later than March 15, 2020

Eligible Use of Funds

Rent, utilities, inventory, payroll and any other expenses needed to maintain business operations or restart business.

Ineligible Use of Funds:

- If business is closed, funds cannot be used to pay owner;
- Refinance existing debt;
- Down payment for other financing;
- Use of grant funds for activities other than those that are noted as eligible.

Employee Retention or Rehiring: \$5,000 of loan is forgivable if at least 50% of full-time equivalent (FTE)* employees or jobs that were on the payroll just before the COVID-19 crisis are back on the payroll or remain on the payroll by the following timeframe:

- Within nine (9) months of signing a loan agreement or six (6) months after the applicable Stay at Home or other COVID-19 emergency orders have been lifted with respect to the borrower's type of business, whichever comes first. The six month timeframe can be adjusted based on how the COVID-19 restrictions are lifted.

Review Criteria

The following criteria will be weighed, but the Portland Development Corporation (PDC), the City's lending board, has the discretion to base its approval on other considerations as well:

- Completeness of application package (all required submittals);
- Business has been substantially impacted by COVID-19;
- If closed, timing when business will reopen;
- How quickly jobs will be re-created or employees rehired if all employees that existed just before the COVID-19 crisis have not been retained;
- Quality of employee compensation and benefits package (for example, wages, health, vacation, sick leave);
- Personal credit score;
- Health of business prior to COVID-19 crisis;
- Social benefit of business' service(s) and/or product(s) or its level of giving back to the community.

Required Submittals

- City of Portland Rapid Response Micro Loan Program Application;
- Commercial Lease noting monthly or annual rate, including CAM charges for NNN leases.
- Personal financial statement from all owners of the business with 20% ownership or greater;
- 2018 and 2019 business tax returns;
- Current Balance Sheet;
- Profit and Loss for 2019;
- One year of monthly projections;
- Business plan for those businesses that were established in 2019 or 2020;
- Payroll from just before the COVID-19 crisis showing number of full and part-time employees;

Security for Approved Loan

- Unlimited personal guarantees from all with ownership of 20% or greater;
- UCC-1 on all business assets (ABA) regardless of lien position relative to other lien holders, if any.

Application Schedule and Process:

The Portland Development Corporation (PDC) has the authority to establish application deadlines. Expedited loan closings will be provided after completed loan application packages are received by staff and reviewed for eligibility, analyzed by an underwriter and presented to the PDC for review and approval.

Program Sunset

This program has a termination date of December 31, 202~~1~~⁰ or when funds run out, whichever comes first.

COVID-19 Portland Business Assistance Program for Job Creation (Rehiring) Grant

Description

The City of Portland's COVID-19 Business Assistance Program for Job Creation (BAP-Rehire) Grant provides up to \$10,000 in grant funding to small businesses for rehiring four full-time employees or jobs that were on the payroll just before the COVID-19 crisis. The jobs, which must be filled by low/moderate income individuals,* could include previous employees or new employees. Funding through this Program cannot be combined with any other City of Portland COVID-19 financing.

This program may not duplicate benefits received from COVID-19 Federal, State or County grants. Specifically, COVID-19 City grants can only be used to pay for items not already paid for by other governmental grants.

Program Objectives

- Create (rehire) jobs for low/moderate income individuals;
- Stabilize and strengthen existing businesses impacted by the COVID-19 crisis;
- Stabilize and strengthen the Portland economy.

Funding Source

Community Development Block Grant Funds.

Financing Terms

- Maximum grant of \$10,000 per business for the rehiring of four (4) full time equivalent (FTE) employees (\$2,500/FTE job rehired); Grants of \$2,500, \$5,000 or \$7,500 can be applied for if a business rehires one, two or three FTE employees; **One (1) Full Time Equivalent (FTE) job is equal to at least 34 hours/week or 2 part-time jobs, each at least 17 hours/week).**
- Grant is provided on a reimbursement basis for eligible expenses or through direct payment of eligible expenses once employees have been rehired. Half of the grant may be accessed once half of the employees are rehired and are back on the payroll.

Program Requirements/Eligibility

- Create (rehire) at least one (1) FTE job. Two part-time jobs can be substituted for one full-time job.
- Created (rehired) jobs with the help of the grant are marketed to and filled by low/moderate income individuals;*
- Wages will exceed Portland's minimum wage;
- Business began operating no later than March 15, 2020;
- Business must be located within the City of Portland;
- Applicant cannot owe outstanding property taxes, fees, or judgments to the City and property must be free of all City liens and encumbrances.

Eligible Funding Activities

- Working capital expenses (e.g., rent, utilities, payroll, insurance, inventory);
- Business consulting services (e.g., accounting, marketing, software, legal assistance);
- Employee training.

Ineligible Activities

- Refinance existing debt;
- Down payment for other financing;
- If business is closed, funds cannot be used to pay owner;
- Use of grant funds for activities, commenced or completed prior to program funding approval and prior to signing a grant agreement.

Application Review Criteria

- Career Potential
 - Job training in a marketable skill;
 - Potential for job advancement within the company or elsewhere.
- Employer
 - Completeness of application package (all required submittals);
 - Personal credit score
 - Demonstrated need for grant funds to create (rehire) jobs, that is, has been substantially impacted by COVID-19 crisis;
 - How quickly jobs will be created again or employees rehired;
 - Number of jobs to be created;
 - Health of business prior to COVID-19 crisis;
- Business Sector: Growing/Trending up in Portland
- Compensation and Benefits: Quality of compensation and benefits package (for example, wages, health, vacation, sick leave);
- Community: Social benefit of business' service(s) and/or product(s) or its level of giving back to the community.

Application and Approval Process

The City's Housing and Economic Development Department is responsible for administration of the COVID-19 Business Assistance Program for Job Creation (Rehiring),. Eligible applications are submitted to staff, analyzed by an underwriter and then presented to the Portland Development Corporation (PDC) for its review and approval. The PDC has the authority to establish application deadlines.

Required Submittals

- City of Portland Program Application;
- Commercial Lease noting monthly or annual rate, including CAM charges for NNN leases.
- Personal financial statement - from all owners of the business with 20% ownership or greater;
- 2018 and 2019 business tax returns;
- Current Balance Sheet;

- Profit and Loss for 2019;
- Business plan if business was established in 2019 or 2020;
- One year of monthly projections;
- Payroll from just before the COVID-19 crisis showing number of full and part-time employees;

Reporting and Tracking Requirements (after grant approval)

Jobs must be created again within nine (9) months of signing a grant agreement (after being approved) or six (6) months after the applicable Stay at Home or other COVID-19 emergency orders have been lifted with respect to grantee's type of business, whichever is sooner. The six month timeframe can be adjusted based on how the COVID-19 restrictions are lifted.

Sunset Provision

This program has a termination date of December 31, 202~~10~~9 or when funds run out, whichever comes first.

Definitions

* For the purposes of this Program, low/moderate income is defined by the U.S. Department of Housing and Urban Development as 80% of median household income. A chart showing qualified income levels can be found on the City's website at the following link:

<http://www.portlandmaine.gov/DocumentCenter/Home/View/8939>

COVID-19 Portland Microenterprise Grant Program (MGP)

Program Description

The City of Portland's Microenterprise Grant Program (MGP) provides grants of up to \$5,000 for existing Portland businesses that operate out of leased commercial space and \$2,500 to other Portland microenterprises,* including home based businesses, that have been impacted by the COVID 19 crisis.

The **definition of a Microenterprise*** for the purposes of this program is a business owned by a low/moderate income individual** that has 0 to one (1) Full Time Equivalent (FTE) employee. One FTE =1 full-time job that is at least 34 hours/week or 2 part-time jobs that are each at least 17 hours/week), plus the business owner(s). Funding through this Program cannot be combined with any other City of Portland COVID-19 financing.

This program may not duplicate benefits received from COVID-19 Federal, State or County grants. Specifically, COVID-19 City grants can only be used to pay for items not already paid for by other governmental grants.

Program Objective

The stabilization of Portland microenterprises, whether the business is open or temporarily closed.

Funding Source

Community Development Block Grant.

Financing

Maximum grant of \$5,000 per microenterprise that operates out of leased commercial space. Maximum grant of \$2,500 per microenterprise that does not operate out of leased commercial space (e.g., is home based or provides services elsewhere).

Program Requirements/Eligibility

- Business is open or temporarily closed;
- Owner(s) must be low/moderate income**;
- If the business has employees, at least 51% must be low/moderate income**;
- Business began operating no later than March 15, 2020;
- Business can have no more than 1 FTE employee, plus the owner;
- Business must be located within the City of Portland;
- Owner is unable to finance business expenses on his/her own;
- Applicant does not owe outstanding property taxes, fees, or judgments to the City and property must be free of all City liens and encumbrances.

Eligible Funding Activities:

Rent, utilities, inventory, insurance, payroll (not including owner) and other working capital needs; the portion of a residential mortgage that covers the square footage used by a home based businesses.

Ineligible Activities:

- Wages for business owner(s) and family members of the business owner(s);
- Refinance existing debt;
- Down payment for other financing;
- Use of grant funds for activities other than those that are noted as eligible.

Application Review Criteria

The Portland Development Corporation (PDC), the City's lending and granting board, will weigh the following criteria, but has the discretion to base its approval on other considerations as well:

- Completeness of application package (all required submittals);
- Business has been substantially impacted by COVID-19 crisis;
- If closed, timing when business will reopen;
- If business had employees, timing when business will hire back furloughed employee(s) or re-create job(s) that existed just before the COVID-19 crisis ;
- If business had employees, company profile of employee wages and benefits;
- Health of business just before the COVID-19 crisis,
- Personal credit score

Required Submittals

- City of Portland Microenterprise Program Application;
- Commercial lease, if business is in a leased space, noting monthly or annual rate, and CAM charges for NNN leases;
- Personal financial statement - from all owners of the business with 20% ownership or greater;
- 2018 and 2019 business tax returns;
- A Current Balance Sheet
- Profit and Loss for 2019;
- One year of monthly projections;
- If had employees, payroll showing number of full and part-time employees just before the COVID-19 crisis ;

Application and Approval Process

The City's Housing and Economic Development Department is responsible for administration of the COVID-19 Microenterprise Grant Program,. Applications are submitted to staff for eligibility review and may be analyzed by an underwriter. Eligible applications are presented to the Portland Development Corporation (PDC) for its review and approval. The PDC has the authority to establish application deadlines.

Reporting and Tracking (after grant approval)

If business is still operating, within six months after applicable Stay at Home or other COVID-19 emergency orders have been lifted for the grantee's type of business, the payroll will be at the same capacity it was just before it was impacted by the COVID-19 crisis. If business is temporarily closed it will be operating within six months after applicable State at Home or other

City COVID-19 emergency orders have been lifted for the grantee's type of business. The six month timeframe can be adjusted based on how the COVID-19 restrictions are lifted.

Sunset Provision

Program has a termination date of December 31, 202~~1~~⁹ or when the funds run out, whichever comes first.

Definitions

*For the purposes of this Program, a microenterprise business is defined as a commercial enterprise that has 0 to one (1) Full-Time Equivalent (FTE) employee. **One (1) FTE job is equal to at least 34 hours/week or 2 part-time jobs, each at least 17 hours/week** plus the business owner(s). The owner(s) must be low/moderate income.**

** Low/moderate income is defined by the U.S. Department of Housing and Urban Development as 80% of median household income. A chart showing qualified income levels can be found on the City's website at the following link:

<http://www.portlandmaine.gov/DocumentCenter/Home/View/8939>

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 23, 2020

SUBJECT: Order 138-20/21 Appointing Constables for the Year 2021 - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No (If no why not?)

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order appoints constables from multiple City Departments and from the Portland Housing Authority for the 2021 calendar year:

- Fire Department constables are responsible for the issuance of citations authorized by the City Code of Ordinances Chapter 10 and Fire Prevention Laws.
- Permitting and Inspections Department constables enforce City Code provisions for business licensing, rental housing, building, electrical and plumbing codes.
- Department of Parks, Recreation, and Facilities constables enforce dogs-at-large violations in parks, playgrounds and cemeteries, as well as failure to dispose of animal waste (Chapter 5 of City Code).
- Police Department constables issue citations for violations of various City ordinances, including, for example, harboring a dangerous dog and smoking in city parks.
- Portland Housing Authority property managers are responsible for lease enforcement, including serving legal documents in eviction cases. In accordance with Maine law, certain documents can only be served by a Constable or Sheriff.

These appointments are effective from 12:01 a.m. on January 1, 2021 until 12:00 midnight, December 31, 2021, and are made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets, except for the constables listed who work for the Parking Division and issue parking tickets as part of their job.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order Appointing Constables 2021 12.21.2020

Prepared by:

Date: 11/23/2020

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ORDER APPOINTING CONSTABLES FOR 2021

ORDERED, that the individuals listed below are hereby appointed as constables for calendar year 2021;

BE IT FURTHER ORDERED, that these appointments shall be effective from 12:01 a.m. January 1, 2021, until 12:00 midnight, December 31, 2021;

BE IT FURTHER ORDERED, that these appointments are pursuant to Sections 20-19 and 20-19.5, Portland City Code, and none are allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrest.

**PERMITTING AND
INSPECTIONS
DEPARTMENT**

Jeanie Bourke
Greg Gilbert
Brian Stephens
Michele DeFrance
Jason Grant
Douglas Morin
Paul Fagone
Duane Hanson
Jessica Hanscombe
Franklin L. Noiles
Matt Sarapas
Kevin Handscombe
Michael Budischewsky
Eric Cobb
Tom Williams
Jason Duval
Christopher Beaumont
Keri Ouellette
Michael Lovejoy

**DEPARTMENT OF
PUBLIC WORKS**

Bill Patnaude
Juliane McLellan
Dawn Davidson
Larry Goodson
Rhonda Zazzara
Ben Pearson
Kevin Thomas

**PARKS, RECREATION,
AND FACILITIES**

Robert Weyer
Keith Forest
Ethan Hipple
Mike Murray
Chris Peterson
Ryan Scott
Alex Marshall
Tim Stephenson
Scott Kunkler
Gordon Greenlaw
Patrick Farrell
Liz Deletetsky
Gene Pierotti

PARKING CONTROL

Kevin Ready
Matt Ouellette
John Peverada

**POLICE
DEPARTMENT**

Kelly Watters
Ruthann Weist
Charles Green
Daniel LaPointe

FIRE DEPARTMENT

Keith Gautreau
Aaron Bridges
Christopher Goodall

**PORTLAND HOUSING
AUTHORITY**

Karin Lavigne
Trevor Nugent
Clayton Williams
Shannon Rafferty-Roy
Marcia Yeaton
Jason Beseda

**PORTLAND PUBLIC
LIBRARY**

Marianne Sensale-Guerin
Kristine Cucchi
Scott St. Ours

PORTLAND JETPORT

Dale Williams
Frank Oravitz
Dale Hersom
Walter Foss
Steven Jackson

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AUTHORIZING SPECIAL COUNCIL AND
OUTSIDE BOARDS AND COMMISSIONS APPOINTMENTS FOR 2021**

ORDERED, that the individuals identified in Attachment A to this order are hereby appointed as members of the boards and commissions listed in Attachment A for the calendar year 2021.

ATTACHMENT A

**Casco Bay Island
Transit District Board
of Directors**

Staff: Mike Murray

**Greater Portland
Transit District/
METRO**

Edward Suslovic
Councilor: Belinda Ray
Councilor: Pious Ali
Jeff Levine
Staff: Paul Bradbury

Creative Portland

Councilor: Tae Chong
Staff: Dinah Minot

**Greater Portland
Council of
Governments
(GPCOG) General
Assembly**

Mayor: Kate Snyder
Councilor: Belinda Ray
Councilor: Pious Ali
Councilor: April
Fournier
Staff: Jon Jennings
Staff: Heather Brown
Staff: Chris Huff

**Cumberland County
Finance Committee**

Mayor: Kate Snyder
Councilor: April
Fournier

ECOMaine

Staff: Dena Libner
Staff: Anne Bilodeau
Staff: Chris Branch
Staff: Troy Moon

Fish Exchange

Councilor: Nicholas
Mavodones

Fish Pier Authority

Councilor: Nicholas
Mavodones
Staff: Brendan
O'Connell

Island Advisory

Staff: Bill Patnaude

**Jetport Noise Advisory
Committee**

Councilor: Tae Chong

**Land Bank
Commission**

Councilor: Andrew
Zarro

**Maine Municipal
Association Legislative
Policy Committee**

Mayor: Kate Snyder
Councilor: Pious Ali
Councilor: Mark Dion
Staff: Jon Jennings

**Metro Regional
Coalition at GPCOG**

Mayor: Kate Snyder
Councilor: Belinda Ray
Staff: Jon Jennings

**Portland Area
Comprehensive
Transportation System
(PACTS) Policy
Committee**

Mayor: Kate Snyder
Councilor: Belinda Ray
Staff: Jessica Grondin
Staff: Chris Branch
Staff: Nell Donaldson
Staff: Keith Gray

**PACTS Technical
Committee**

Staff: Jeremiah Bartlett

**PACTS Planning
Committee**

Staff: Bruce Hyman

Parks Commission

Mayor: Kate Snyder

**Portland Regional
Chamber of
Commerce, Portland
Community and City
Affairs Committee**

Staff: Jon Jennings
(delegated to Greg
Mitchell)

**Portland Development
Corporation**

Councilor: Tae Chong
Staff: Jon Jennings

Portland Downtown

Staff: Dan Mirabile

**Portland Public Art
Committee**

TBD

Waterfront Alliance

Councilor: Nicholas
Mavodones

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: November 19, 2020

SUBJECT: Com 16-20/21 Housing Committee 2020 Annual Report - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

SPONSOR: Housing and Economic Development Committee
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/21/2020

Final Action 12/21/2020

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: Mary Davis will be available to answer questions if needed.

I. SUMMARY

City staff is recommending the City Council accept, as a communication item, the annual report of the 2020 Housing Committee's accomplishments.

II. AGENDA DESCRIPTION

The 2020 City Council's Common Goals included increasing access to rental and home ownership housing that is safe, affordable and accessible. The Annual Report of the 2020 Housing Committee reflects the Committee's work to address the Council goal and the 2020 Housing Committee Workplan priorities.

It has been standing practice to forward the annual year end Housing Committee report to the City Council.

As a Communication this item requires no public comment or formal Council action.

III. BACKGROUND

Annually, a report is presented to the Mayor and Council on the Housing Committee's accomplishments for the calendar year. This is the report of calendar year 2020.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to keep the Mayor and City Council apprised of the Committee's accomplishments each calendar year.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2020 Housing Committee Report

Prepared by:

Mary Davis, Division Director

Date: 11/19/2020



CITY OF PORTLAND
Housing and Economic Development Department
Housing and Community Development Division

TO: Councilor Duson, Chair
Members of the Housing Committee

FROM: Victoria Volent, Housing Program Manager
Mary Davis, HCD Division Director

DATED: November 5, 2020

RE: 2020 Housing Committee Report
Goals, Work Plan, and Accomplishments

INTRODUCTION

The City Council Goal's for 2020 included increasing access to rental and home ownership housing that is safe, affordable and accessible. Listed below are the 2020 Housing Committee accomplishments which reflect the Committee's work to address the Council goal followed by the 2020 Housing Committee Workplan priorities.

HOUSING COMMITTEE ACCOMPLISHMENTS

The Housing Committee met eleven times throughout 2020, including the meeting on November 12th. Outlined below is a brief overview of how the Committee addressed the 2020 City Council goal.

During the February 12 meeting, the Housing Committee recommended the 2020-2021 Housing Program Budget to the City Council. The budget included funding from HUD's HOME Program, the CDBG Housing Development Fund, Lead Safe Housing Program, and Housing Trust Fund. During that same meeting, the Housing Committee also endorsed the 2020-2021 Affordable Housing Development Application. It has been the policy of the City to utilize an annual application and/or RFP process for the allocation of city resources (HOME and Housing Trust) budgeted for the development of affordable housing. A third item presented to the Committee was their endorsement of the Affordable Housing Tax Increment Financing (AHTIF) Program Application created in an effort to coordinate and streamline the process for allocation of city resource.

During the March 4 meeting of the Housing Committee, the Committee approved the issuance of three Request for Proposals (RFP) for city-owned lots located at 21 Randall Street, 165 Lambert Street, and 43 & 91 Douglass Street. One of the goals in the RFP included providing mixed income units affordable to households earning 60% to 120% of the area median income. The RFP required affordability restrictions for a minimum of 30 years for homeownership and the longest period allowed by law for rental units. The RFPs encouraged higher density zoning that furthers exceptional projects as well as

alternative ownership models that encourage mixed income communities with long-term affordability for maximum number of units.

The Housing Committee recommended four Affordable Housing Tax Increment Financing (AHTIF) districts for projects located at 83 Middle Street, 200 Valley Street, 337 Cumberland Avenue, and 577 Washington Avenue (Washington Gardens) on May 13. On August 12, the Committee considered and recommended the disposition of city-owned parcels at 622 Auburn Street and 0 Gray Road in Falmouth.

PROPOSED HOUSING DEVELOPMENT

- **200 Valley Avenue:** Avesta Housing Development Corporation
 - \$97,545 HOME Funds;
 - 497,455 Housing Trust Funds;
 - \$4,092,269 Affordable Housing Tax Increment Financing (TIF)
 - 60 new units of rental housing;
 - 15 efficiency units, 38 one-bedroom units, 9 two-bedroom units and 13 three-bedroom units;
 - 36 units will be affordable to households earning at or below 50% Area Median Income (AMI), 12 units will be affordable to households earning at or below 60% AMI, and 12 units will be at market rates.
- **337 Cumberland Avenue:** Portland Housing Authority Development
 - \$500,000 Housing Trust Funds;
 - 60 new units of rental housing;
 - 36 units will be affordable to households earning at or below 50% of the Area Median Income (AMI), 12 units will be affordable to household earning at or below 60% AMI, and 12 units will at market rate.
- **577 Washington Avenue (Washington Gardens):** Portland Housing Development Corp.
 - \$400,000 HOME Funds;
 - \$184,150 CDBG Funds;
 - \$3,809,991 Affordable Housing Tax Increment Financing (TIF)
 - Affordable Housing TIF returning an average of \$96,305 annually to the developer over 30 years;
 - 100 units of senior rental housing (60% affordable at or below 50% AMI and 40% at or below 60% AMI).
- **83 Middle Street:** Community Housing of Maine
 - \$193,266 HOME Funds
 - \$200,000 CDBG Funds;
 - \$136,734 Housing Trust Fund
 - \$1,559,287 Affordable Housing TIF
 - 50 new units of rental housing;
 - 20 units will be affordable to households earning at or below 50% of the Area Median Income (AMI) and, 30 units will be affordable to household earning at or below 60% AMI.
- **104 Grant Street:** Community Housing of Maine
 - \$2,749,457 Affordable Housing TIF
 - 23 new units of homeownership (condo) units;
 - 10 units will be at market rate and 13 units will be deed restricted at or below 120% AMI

CITY-OWNED PROPERTY

- Three city-owned parcels
- 122-142 new units of low and market rate units
- Rental, single-family, condominium, co-operative housing, accessory dwelling units
- 75% of units affordable to low and middle income households
- 100% Green Building Code compliant
- New tax revenue

21 Randall Street: Greater Portland Land Trust

- 13 units of homeownership housing
- Land owned by the Greater Portland Community Land Trust
- Deed restricted land lease to ensure long-term affordability
- 100% priced at or below 110% AMI; and
- 5 one-bedroom units, and 8 three-bedroom units.

165 Lambert Street: Maine Cooperative Development Partners

- Minimum of 20 units of cooperative housing
- 100% priced between 60% AMI to 100% AMI; and
- Minimum 20 three-bedroom/2 bath units.

The City Council is reviewing the Request for Proposal from two different developers for the City-owned parcel located at 43 & 91 Douglass Street. The City Council is expected to vote on November 9th to recommend that staff begin to negotiation terms for a Purchase and Sale Agreement with one of the two proposed developers.

ADDITIONAL 2020 ACTIVITIES

- Committee recommended to the City Council review of the Rental Housing Advisory Committee recommendation regarding application fees for rental housing units
- Committee approved renewal of membership in the Cumberland County HOME Consortium
- Committee recommended and City Council approved the FY 2020 Housing Trust Fund Annual Plan
- Committee received a presentation on Limited Equity Co-Operative Housing Model
- Committee received a presentation on changes to HUD/CDBG Eligible Areas map
- Committee received a presentation of Federal, State, and local update regarding COVID-19 and housing related issues
- Committee reviewed and recommended to the City Council approval of CDBG-CV and ESG-CV Supplemental Funding
- Committee reviewed and recommended to the Economic Development Committee the disposition of City-owned property at 157 Brackett Street and 176 Clark Street
- Committee reviewed and discussed direction related to an Affordable Housing Tax Incremental Financing request for a housing development proposal at 45 Brown Street
- Committee reviewed the FY21 HUD Annual Allocation Plan
- Committee reviewed and discussed Tom Watson's request to amend the Portland City Council approved 44/52 Hanover Street Purchase and Sale Agreement to change the development program from commercial maker space to a mixed-use residential and commercial property
- Committee reviewed and discussed the FY20 HUD Consolidated Annual Performance

- Report
- Committee reviewed and recommended to the City Council of the CDBG Task Force Report
- Committee reviewed the 2020 Interim Housing Report
- Continued oversight of:
 - o Rental Housing Safety & Inspection Program
 - o Residential Rental Registration Program
 - o Inclusionary Zoning requirements

FUTURE WORK

The 2020 Housing Committee continued the progress made by earlier Housing Committees in another busy and productive year. Achievements centered on advancing the Council goal of increasing access to rental and ownership housing that is safe, affordable and accessible. Listed below are a few items for the next Housing Committee to consider as part of their work plan for 2021.

- Continue the discussion regarding lodging houses
- Coordinate and receive updates regarding the ReCode Committee process
- Review City-owned parcels for housing development
- Consider holding a Housing Policy Forum
- Explicitly exempt development projects from Inclusionary Zoning that are otherwise “affordable” (e.g. Avesta, Portland Housing Authority, Community Housing of Maine)
- Partner with non-profit organizations to allow for the creation of affordable units on smaller lots than what is currently allowed under zoning. Consider affordability and unit/building size restrictions for allowing development smaller lots
- Encourage and support the creation of additional low income and workforce housing through innovative funding and housing models
- Continue to encourage and incentivize the development of Housing First projects
- Continue to work on sustainable means of capitalizing the Housing Trust Fund
- Discussion of the use of Portland Median Income vs. HUD Area Median Income

ATTACHMENTS:

Final 2020 Housing Committee Work Plan

Final 2020 Housing Committee Work Plan

November 5, 2020

COMPLETED WORK

January 9, 2020 (Thursday)

1. 2020 Work Plan Discussion
2. Communication Item(s): Follow-up Response to Comments regarding the 2019 Housing Report, and Bayside Village Follow-up

February 12, 2020

1. Rental Housing Advisory Committee Policy Recommendation
2. (Action Item) Housing Program Budget - Review and Recommendation to the City Council
3. (Action Item) Renewal of Membership in the Cumberland County HOME Consortium
4. (Action Item) Review and Recommendation to the City Council of the 2020 Housing Trust Fund Annual Plan
5. (Action Item) Affordable Housing Development Application - Review and Approval to Issue by the Committee
6. (Action Item) Affordable Housing TIF Application – Review and Approval to issue by the Committee
7. Presentation of City-Owned Property for Review
8. 2020 Work Plan Discussion – Housing Committee Goals for 2020

March 4, 2020 – Joint Meeting Economic Development

1. Presentation on Limited Equity Co-Operative Housing Model
2. Presentation on changes to HUD/CDBG Eligible Areas Map
3. (Action Item) Review, public hearing and possible recommendation to Council re: AHTIF request, 104 Grant Street
4. (Action Item) Review and Authorization to Release RFP re: disposition of City-Owned Property at 21 Randall Street, 165 Lambert and 43/91 Douglass Street; (Possible Executive Session to discuss disposition of City-Owned Property)
5. Executive Session to provide direction to staff regarding possible disposition of city-owned real estate at 431 Commercial Street and city-owned property in Falmouth

April 8, 2020 Cancelled

April 22, 2020

1. Presentation of Federal, State, and local update regarding COVID-19 and housing related issues.
2. Communication Item update on issuance of RFP for 43 & 91 Douglass Street, 165 Lambert Street, and 21 Randall Street
3. 2020 Work Plan Discussion

May 13, 2020

1. Executive Session: Possible disposition of City-owned real estate at 431 Commercial Street; and Possible disposition of City-owned property in Falmouth.
2. (Action Item) Review and Recommendation regarding Rental Housing Advisory Committee Policy Recommendation
3. (Action Item) Review and Recommendation to the City Council of CDBG-CV and ESG-CV Supplemental Funding Recommendations
4. Review of Funding Requests Received from the Affordable Housing Development Applications – Avesta 200 Valley Street, PHA Washington Gardens and 337 Cumberland Avenue
5. (Possible Action Item) Review, public hearing and possible recommendation to Economic Development Committee and/or City Council re: AHTIF requests CHOM 83 Middle Street, Avesta 200 Valley Street, 337 Cumberland Avenue, PHA Washington Gardens – 577 Washington Avenue
6. (Action Item) Review and Recommendation to City Council re: Disposition of City-Owned Property at 157 Brackett Street and 176 Clark Street
7. 2020 Work Plan Discussion

June 10, 2020

1. (Action Item) Review and Recommendation to the City Council of Funding Requests Received from the Affordable Housing Development Applications – Avesta 200 Valley Street, PHA Washington Gardens and 337 Cumberland Avenue
2. Discussion and Housing Committee direction related to an Affordable Housing Tax Increment Financing request for a housing development proposal located at 45 Brown Street
3. Communication Item FY21 HUD Annual Allocation Plan
4. 2020 Work Plan Discussion including Housing Forum discussion

July 8, 2020

1. Discussion and Housing Committee direction related to Tom Watson's request to amend the Portland City Council approved 44/52 Hanover Street (former DPW Fleet Services Building) Purchase and Sale Agreement to change the development program from commercial maker space to a mixed-use residential and commercial property.
2. Discussion and Housing Committee input to the Economic Development Committee regarding review of RFP responses for redevelopment of city owned property at 21 Randall Street, 43 & 91 Douglass Street and 165 Lambert Street.
3. 2020 Work Plan Discussion – including rescheduling of the September meeting date (conflict with City Council Meeting)

August 12, 2020

1. (Action Item) Review and Recommendation to the City Council on Disposition of Tax Acquired and City-Owned Property (431 Commercial Street, 622 Auburn Street, 0 Gray Road, Falmouth)
2. Communication Item Update on Development Projects within Portland and Member Consortium Communities
3. 2020 Work Plan Discussion

September 17, 2020

1. Presentation, Overview and Integrated Report from Permitting and Inspections and Fire Department re: Short-term and Long-term Rental Housing Safety & Inspection Program - Implementation and Financial Report (Public Comment)
2. (Action Item) Review and Recommendation to the City Council on Disposition of Tax Acquired and City-Owned Property (431 Commercial Street, 622 Auburn Street, 0 Gray Road, Falmouth)
3. Communication Item: FY20 HUD Consolidated Annual Performance Report
4. Communication Item: 2020 Interim Housing Report
5. 2020 Work Plan Discussion

October 14, 2020

1. Presentation, Overview and Report from the Rental Housing Advisory Committee (this will be a verbal report) (Public Comment)
2. Presentation, Review and Recommendation to the City Council Report of CDBG Task Force Report (Public Comment)
3. Presentation of 2020 Interim Housing Report (Public Comment)
4. Affordable Housing TIF Policy Discussion regarding potential revisions to the terms of Credit Enhancement Agreements
5. Update on the CDBG-CV (CARES Act) Rental Assistance Program
6. 2020 and 2021 Work Plan Discussion (new and/or updated recommendations to forward to the 2021 Housing Committee)

November 12, 2020 (Thursday)

1. Review of 2020 Annual Housing Committee Report
2. Verbal Update from Staff Regarding Request to HUD for a 1-Year Extension to submit the 5-Year Consolidated Plan
3. Verbal Update from Staff Regarding Portland median income discussion at the October 20 Economic Development Committee Meeting
4. 2020 and 2021 Work Plan Discussion (new and/or updated recommendations to forward to the 2021 Housing Committee)

MEMORANDUM
City Council Agenda Item

FROM: William Needelman

DATE: November 20, 2020

SUBJECT: Com 17-20/21 Assessment of the Waterfront and Marine Economy - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

SPONSOR: Economic Development Committee, meeting held on 11/17/2020 and the vote was 4-0 to forward this item to the City Council as a communication.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/21/2020

Final Action 12/21/2020

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: Bill Needelman/5 Minutes

I. SUMMARY

The City Council is requested to accept a report on the State of the Portland Waterfront and marine economy, as consistent with City Ordinance, CHAPTER 8 WATERFRONT DEVELOPMENT GROWTH AREA requirements, Sec. 8-5a. Waterfront Reports.

II. AGENDA DESCRIPTION

The Department of Housing & Economic Development is pleased to present an assessment of the Portland Waterfront and Marine Economy to the City Council. This evaluation was conducted by economic consultants AECOM and Rachel Bouvier Consulting between February and April of 2020, with the final report drafted over the following months.

The assessment estimated the contributions of both marine-related commerce and non-marine businesses that benefit from the waterfront. It was determined that the Portland Waterfront supports approximately 7,700 jobs and generates \$313M in labor income, \$417M in GDP (value added) and over \$800M in economic output.

From that total, marine commerce generates over \$650M in revenue, supporting 2,250 jobs. Major contributors to the marine totals are generated from businesses involved in Marine Transportation & Port Services and Seafood Manufacturing & Wholesale.

On November 17, 2020, the Housing & Economic Development Committee of the Portland City Council reviewed the findings of the Waterfront Economic Assessment and provided a unanimous recommendation to forward the report to the full City Council as a communication.

This report was mandated by City Code (see: Chapter 8 - Waterfront Development Growth Area).

As a Communication this item requires no public comment or formal Council action.

III. BACKGROUND

In August of 2019, the Portland City Council adopted changes to Chapter 8 of the City Code of Ordinances requiring that the City conduct periodic assessments of the state of the marine economy for the Portland waterfront. The Council's action followed an extensive redrafting of the Waterfront Central Zone, where a narrower "waterfront inventory" requirement was removed from ordinance as part of the comprehensive zoning revision.

The 2019 amendments stated specifically:

The Economic Development Department shall oversee a periodic study of the state of the marine economy for the waterfront of Portland, Maine ("State of the Waterfront") and generate a report for communication to the City Council. Starting within the first year of adoption of this provision, the State of the Waterfront Report shall benefit from the services of qualified economic professionals and be updated every three to five years, or more frequently if conditions dictate. The State of the Waterfront Report will, at a minimum, identify key indicators of economic health for marine industry, such as: employment by industry; homeported commercial vessels by type; fish landings; freight volume; marine passenger volumes by type; and business output value and trends. The State of the Waterfront Report shall also provide guidance as to strengths, weaknesses, and threats to the waterfront economy and may provide recommendations to strengthen the waterfront as a home for traditional and emerging water-dependent and marine-related industries.

Process

In late 2019, the Cities of Portland and South Portland issued an RFP seeking consulting services for an economic assessment of Portland Harbor. The intended product(s) of the study were to achieve two goals: (1) to support funding applications for harbor dredging, and (2) to satisfy local requirements and desires to understand the economic value of waterfront activity within each community. For Portland, consistency with the Chapter 8 ordinance requirements was critical. The consulting firm AECOM was selected to conduct the work with the support from Racheal Bouvier Consulting.

The AECOM team conducted their research, field assessments, and interviews from February into April 2020. The process methodologies are well described in the full report. Preliminary findings were available for use with the Cities' BUILD funding application for dredging in May 2020 and the final reports were completed over the following months.

Product

AECOM generated three reports through this process: (1) Portland Harbor Economic Assessment and Data Collection, (2) City of South Portland Assessment of the Waterfront and Marine Economy, and (3) City of Portland Assessment of the Waterfront and Marine Economy.

The broader Portland Harbor assessment was needed to support the BUILD application for dredging. The City of Portland waterfront assessment meets the Chapter 8 requirements described above and a summary of findings is attached herein. The full report as well as the broader Portland Harbor Waterfront Economic Assessment are available on the Housing and Economic Development webpage in the "Related Documents" section at: <https://www.portlandmaine.gov/485/Housing-Economic-Development>

Direct links to the documents are provided below:

City of Portland Assessment of the Waterfront and Marine Economy
<https://www.portlandmaine.gov/DocumentCenter/View/29587/Portland-Waterfront-Economic-Assessment-final-8-2020>

Portland Harbor Economic Assessment and Data Collection
<https://www.portlandmaine.gov/DocumentCenter/View/29586/Portland-Harbor-Waterfront-Economic-Assessment-final-8-2020>

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The 2020 City of Portland Assessment of the Waterfront and Marine Economy meets the ordinance requirements of City Code Sec. 8-5a. Waterfront Reports. The data generated document the significant contribution of the marine economy to both the City and State of Maine and supports the continued prioritization of Portland's working waterfront in City land use and community development policies as well as capital budgeting for marine infrastructure.

The data will additionally support future applications for outside funding, specifically reapplication for dredge funding from state and federal sources. Housing and Economic Development staff anticipate filing an application with the federal BUILD program for \$24M in harbor dredge funding within the first half of the 2021 calendar year. Maintenance dredging for vessel support areas in Portland Harbor have been an identified need and stated City priority for decades.

V. FINANCIAL IMPACT

The total cost of the AECOM work for the entire harbor was \$49,700 and was shared equally with the City of South Portland. The City of Portland contribution was funded through the Waterfront TIF program. Moving forward, the Council is recommended to consider near-term funding of an update to the report well ahead of the 3-5 year requirement outlined in Sec. 8-5. By quickly recalibrating the reported economic output values, the City will understand and documents the impact of COVID-19 on the marine economy. Such an understanding will be valuable for future decision making and federal funding requests. AECOM has been requested to provide an estimate for a post COVID-19 report update and HEDD staff will report this estimated cost during the presentation of the subject report to the Council.

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

Staff recommends that the City Council accepts the AECOM report, City of Portland Assessment of the Waterfront and Marine Economy, July 2020, as consistent with City Ordinance, CHAPTER 8 WATERFRONT DEVELOPMENT GROWTH AREA requirements, Sec. 8-5a. Waterfront Reports.

VIII. LIST ATTACHMENTS

1. Portland Waterfront Economic Assessment, Summary 10-2020

Prepared by:

William Needelman

Date: 11/20/2020

City of Portland Assessment of the Waterfront and Marine Economy

Summary Presentation



**City of Portland
City Council**

AECOM

**rbouvier
consulting, inc.**

October 2020

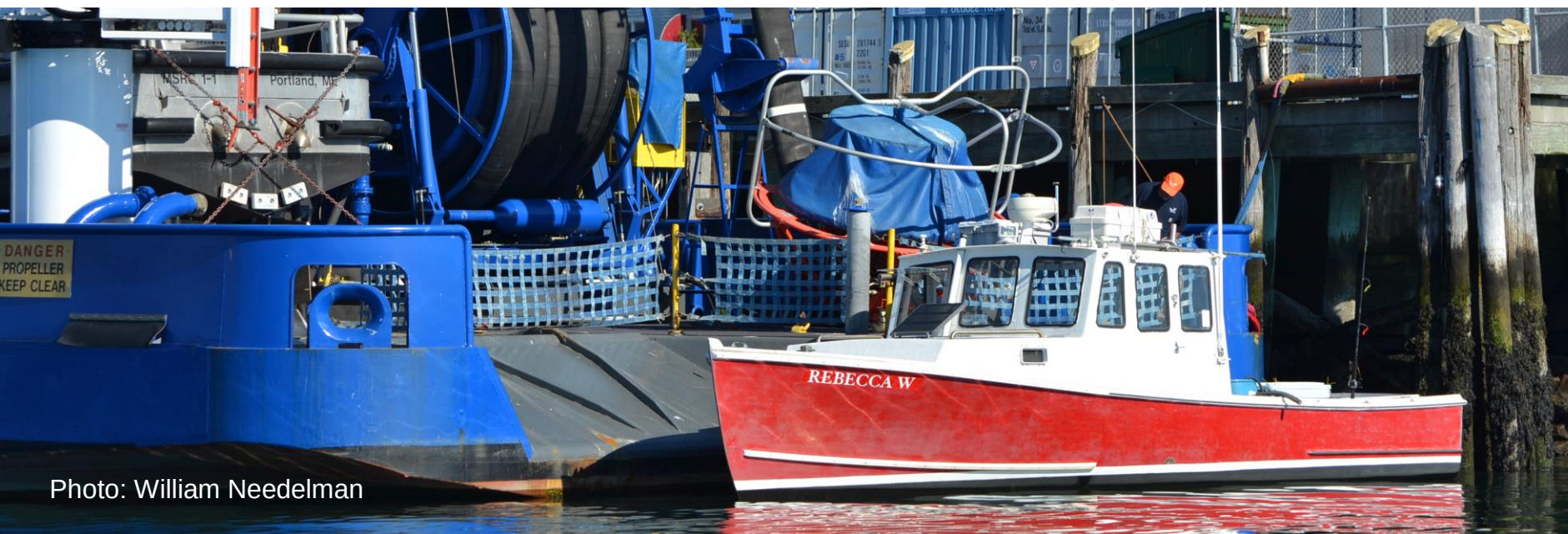


Photo: William Needelman

Introduction



AECOM

- Economic assessment conducted to estimate the economic contribution of the working waterfront of Portland Harbor
- Study conducted for Cities of Portland and South Portland
 - Individual reports also prepared for each city
 - Presentation focused on impacts of Portland waterfront





- **Business Categories**
 - Economics: National Ocean Watch (ENOW)
Ocean Economy Framework (NOAA)
 - Guide to categorize marine and non-marine businesses
- **Regional Input-Output Analysis**
 - Measures direct, indirect, and induced effects (i.e., ripple effect)
 - Effects measured in three categories
 - Output (\$ of gross receipts)
 - Employment (jobs)
 - Earnings (\$ of wages and salaries)

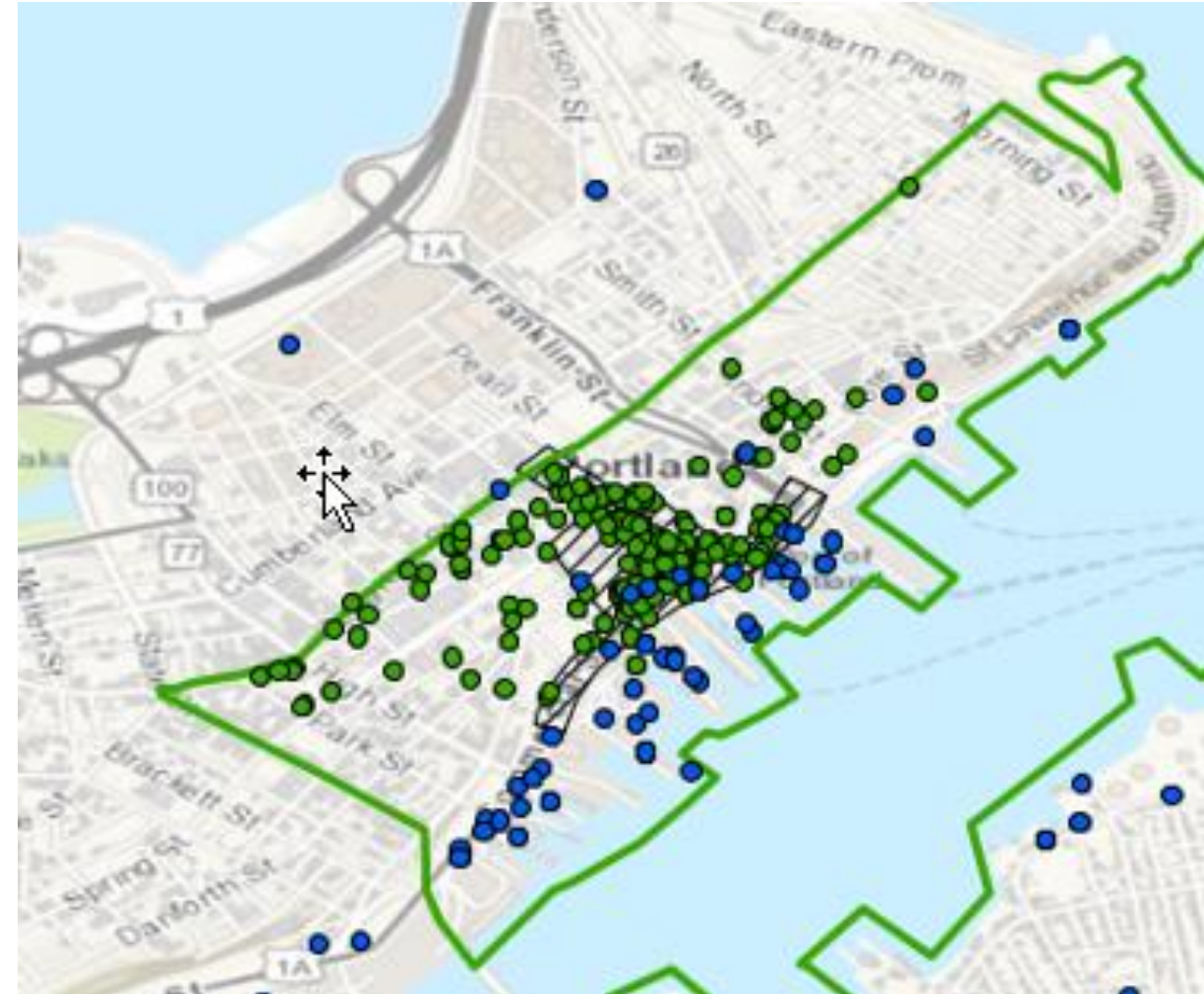
Business Classification	Marine	Non-Marine
Commercial Fishing	✓	
Construction Services, incl. Shipbuilding	✓	
Hotels		✓
Marine Trans. & Port Services	✓	
Other Retail	✓	✓
Petroleum	✓	
Professional Services	✓	✓
Recreation Services	✓	✓
Restaurant/Bar/Brewery		✓
Retail - Food & Beverage	✓	✓
Seafood Manufacturing & Wholesale	✓	

Study Focus Areas



AECOM

- Marine businesses - geographic area of Portland
- Non-Marine businesses
 - Bounded by State Street to the west, Congress Street to the north
 - Defined tourist impact area near waterfront



Business Data

- AtoZDatabases
- Reviewed businesses located on the islands

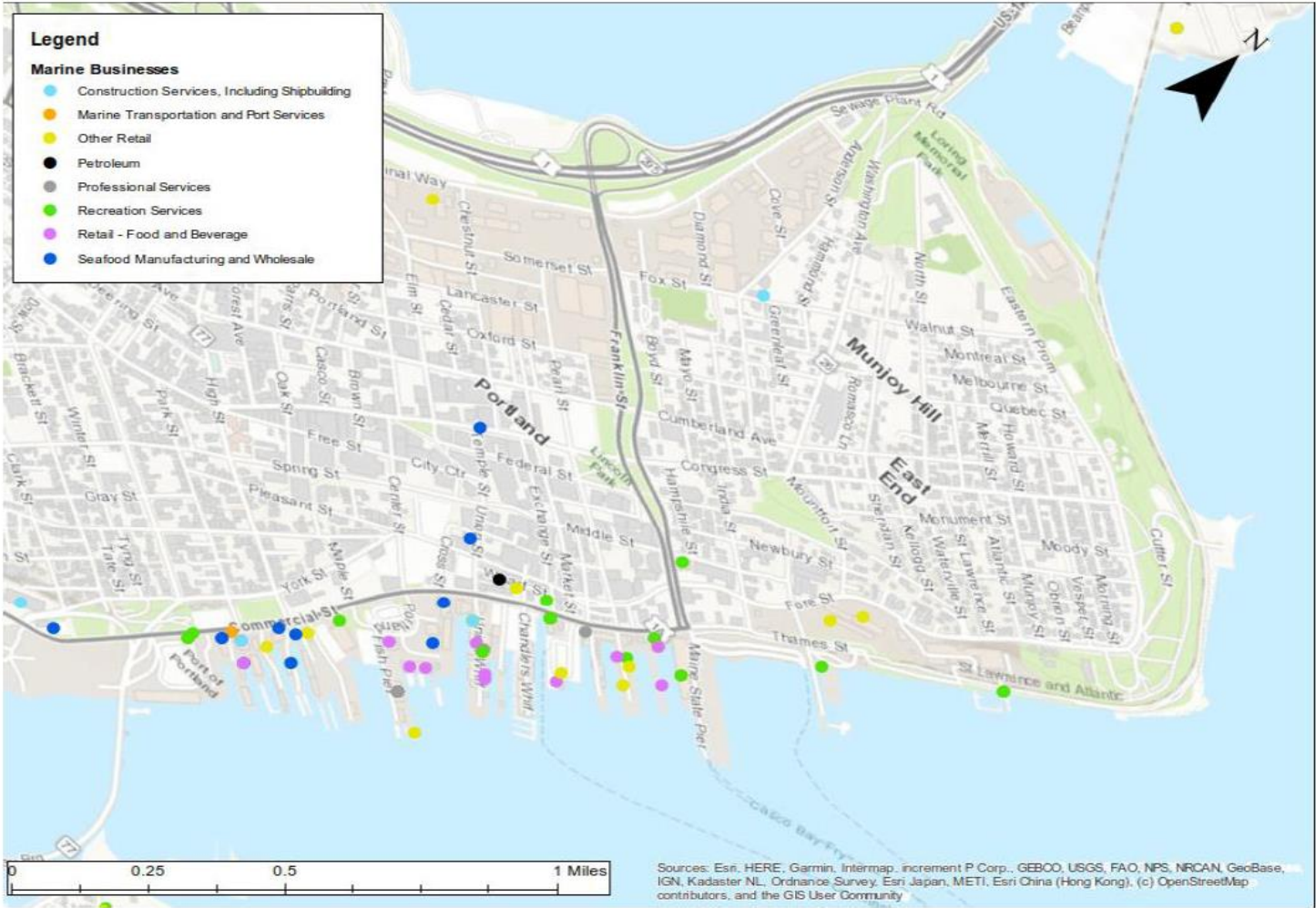
Survey of Pier and Marina Owners

- Surveys/interviews conducted March – May
- Data collection challenging due to COVID-19

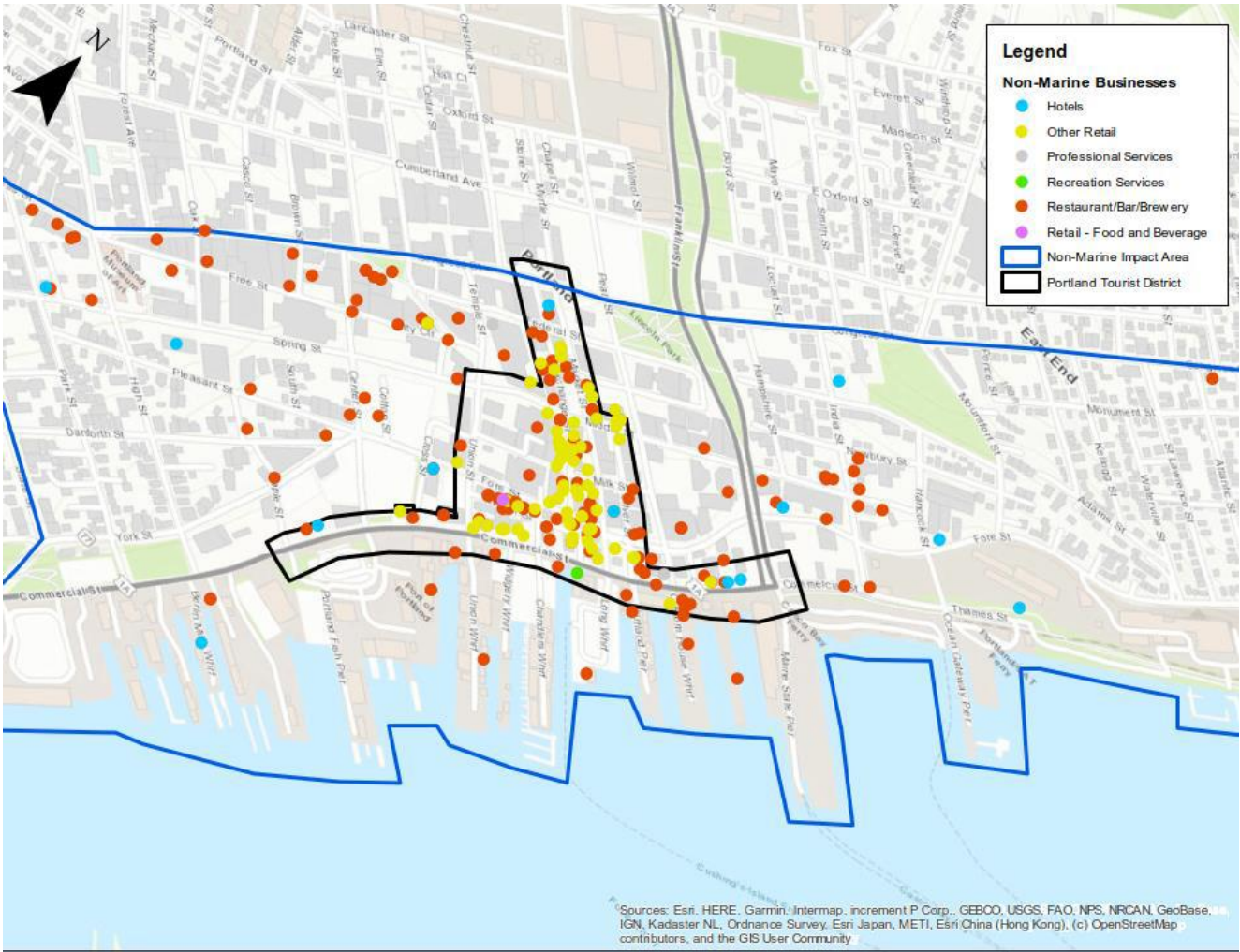
Other

- Atlantic Coastal Cooperative Statistics Program Fisheries Data
- City of Portland cruise ship data (2015-2019)
- Survey of Cruise Visitors to Maine, Behavior, Attitudes, and Spending of Passengers and Crew (2019)
- A literature review identifying working waterfront tourism, property values and other studies

Marine Businesses



Non-Marine Businesses



Marine Businesses

- Identified 95 marine businesses (not including individual fishing vessels)
- Generates over \$650M in revenue
- Provides 2,250 jobs
- Major contributors
 - Marine Transportation & Port Services
 - Seafood Manufacturing & Wholesale

Category	Revenue (millions)	Employment
Commercial Fishing ¹	\$12	400
Construction Services, incl. Shipbuilding	\$59	100
Marine Transportation & Port Services	\$157	550
Other Retail	\$39	140
Petroleum	\$63	10
Professional Services	\$20	210
Recreation Services	\$46	290
Retail - Food & Beverage ²	\$93	340
Seafood Manufacturing & Wholesale	\$162	210
Total	\$652	2,250

Source: AECOM analysis of AtoZDatabases information.

N/A – industry category was not included with marine businesses.

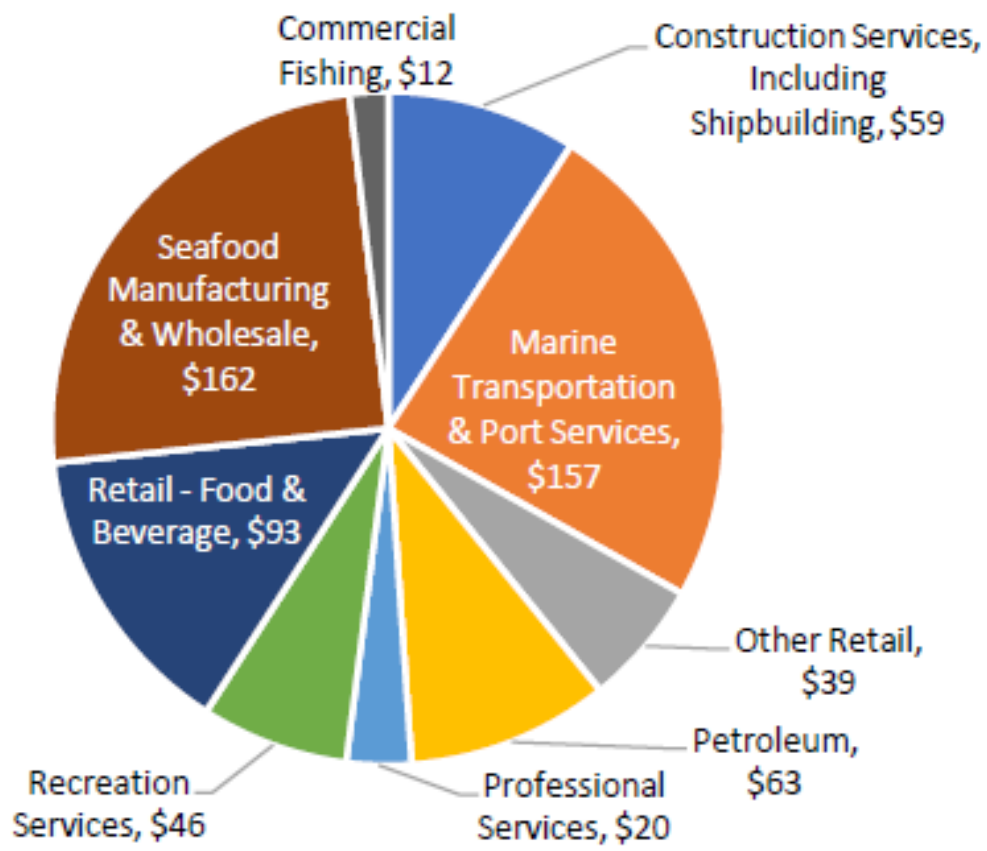
¹ Revenue and employment data for commercial fishing was from Bureau of Labor Statistics and Bureau of Economic Analysis, as reported to IMPLAN

² Seafood retail accounted for all of the Retail – Food & Beverage category for marine businesses

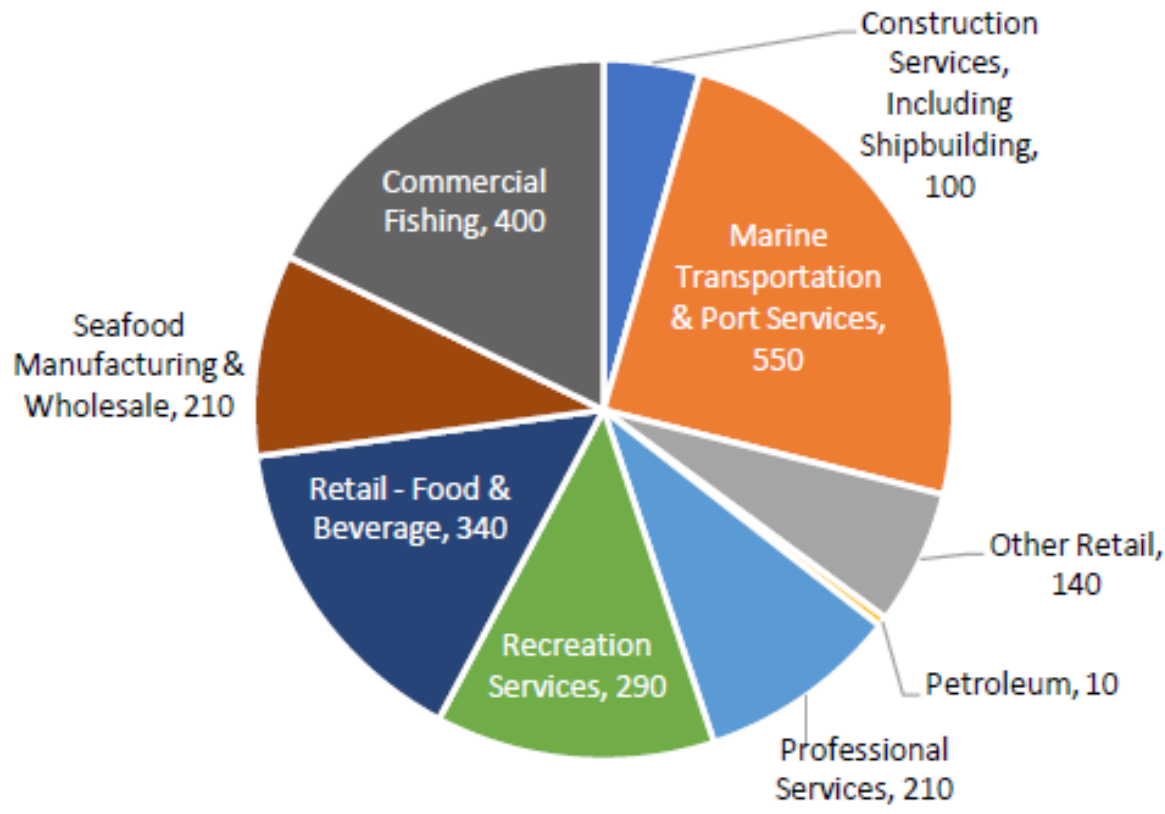
Marine Businesses - Economic Contribution Breakdown



Portland Revenue - Marine (\$million)



Portland Employment - Marine



Economic Contribution



AECOM

Non-Marine Businesses

- Identified 262 non-marine businesses
- Generates \$373M in revenue
- Provides 4,600 jobs
- Major contributors
 - Restaurant/Bar/Brewery
 - Other Retail (excludes food & beverage)
 - Hotel
- While the non-marine businesses generate about half of the revenue as marine businesses, they employ more than double the number of people
- Passengers disembarked from cruise ships generated \$10.9 million in passenger spending in 2019

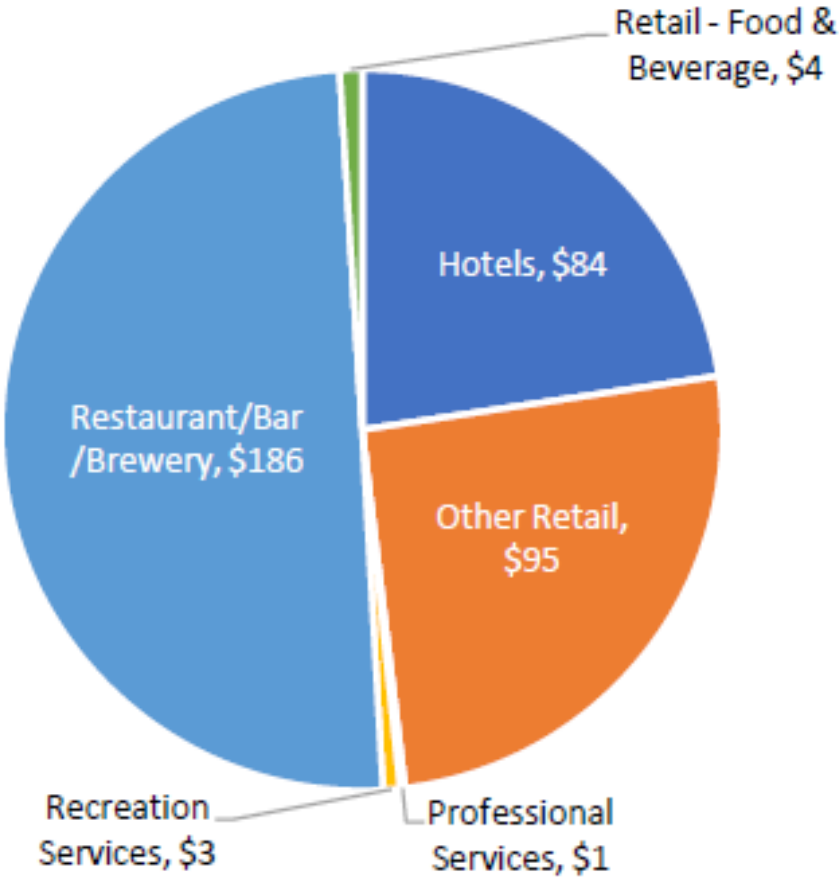
Category	Revenue (millions)	Employment
Hotels	\$84	780
Other Retail	\$95	580
Professional Services	\$1	20
Recreation Services	\$3	30
Restaurant/Bar/Brewery	\$186	3,160
Retail - Food & Beverage	\$4	20
Total	\$373	4,580

Source: AECOM analysis of AtoZDatabases information.
N/A – industry category was not included with non-marine businesses.

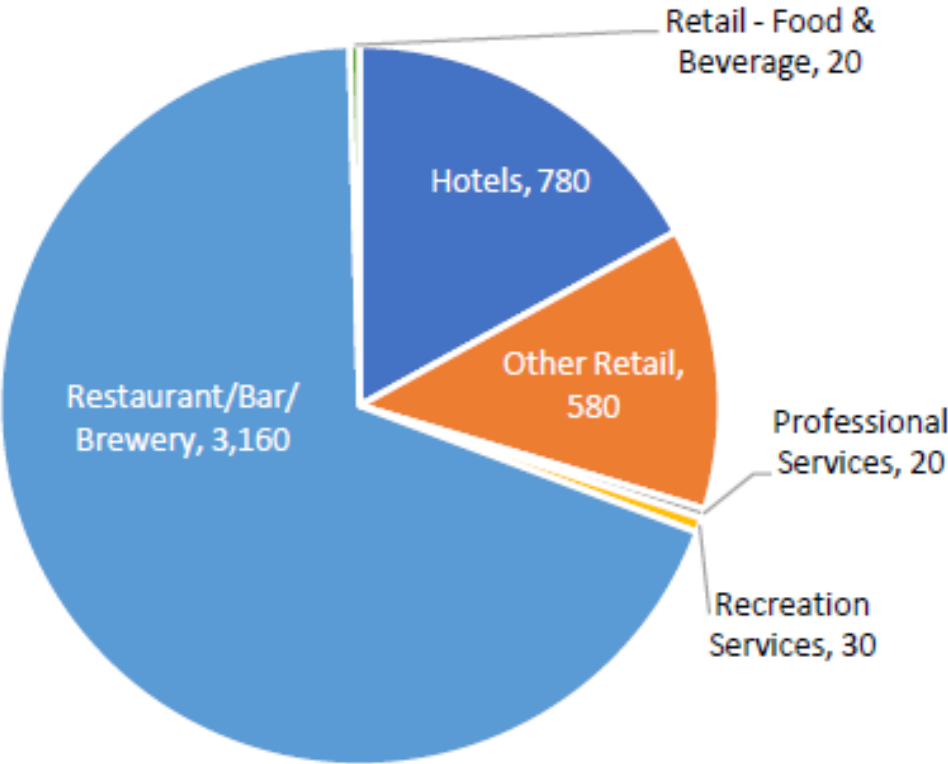
Non-Marine Businesses - Economic Impact Breakdown



Portland Revenue - Non-Marine (\$million)



Portland Employment - Non-Marine



Regional Input-Output Analysis



AECOM

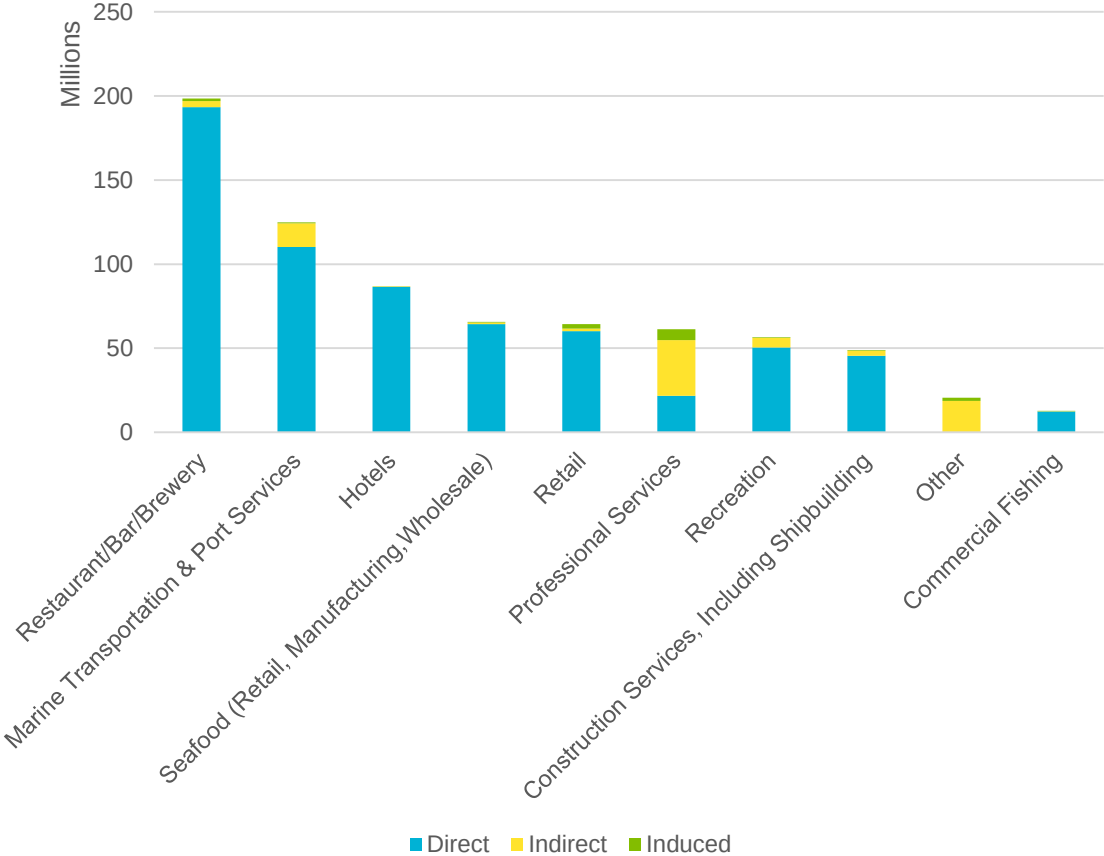
- Analysis found that the waterfront supports
 - 7,700 jobs
 - \$313M in labor income
 - \$417M in GDP (value added)
 - \$800M in economic output
- Major contributors (Output)
 - Restaurant/Bar/Brewery
 - Marine Transportation & Port Services

Impact	Labor Income (millions)	Value Added (millions)	Output (millions)	Employment
Direct	\$266	\$341	\$649	6,790
Indirect	\$38	\$61	\$125	720
Induced	\$9	\$15	\$26	170
Total	\$313	\$417	\$800	7,680

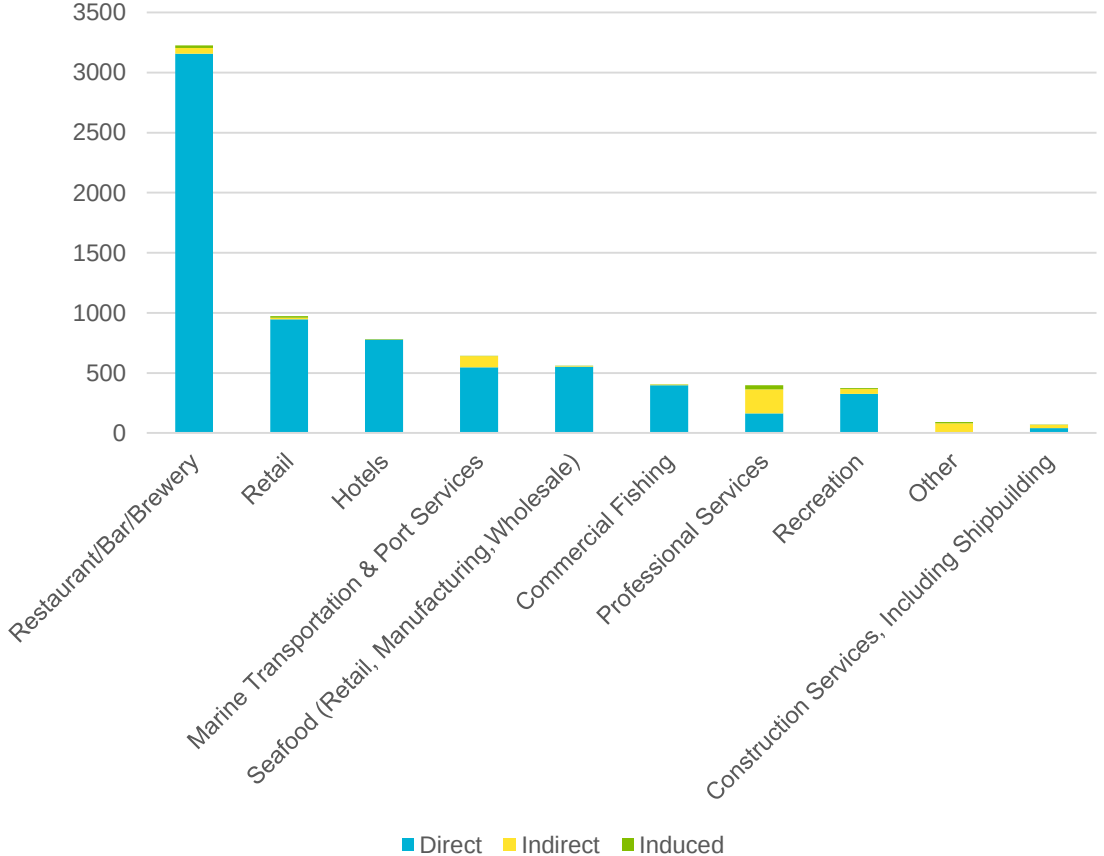
Regional Input-Output Analysis



Output Supported by Marine and Non-Marine Based Industries (Top Ten): Portland



Employment Supported by Marine and Non-Marine Based Industries (Top Ten): Portland



Findings



AECOM

- The working waterfront provides a significant economic contribution to the local community and the State
 - Supports \$800 million in output (about 4% of the region's overall economic output)
 - Supports 7,700 jobs (about 5 times greater number of employees than Wex has in Greater Portland)
- A 2017 report (MCBER) found that the ocean economy for the Casco Bay region contributed over \$704 million in value added, which reinforces the economic importance of Portland Harbor to the region
- Businesses using the port to import or export materials and products were not fully captured, leading to potentially greater impact

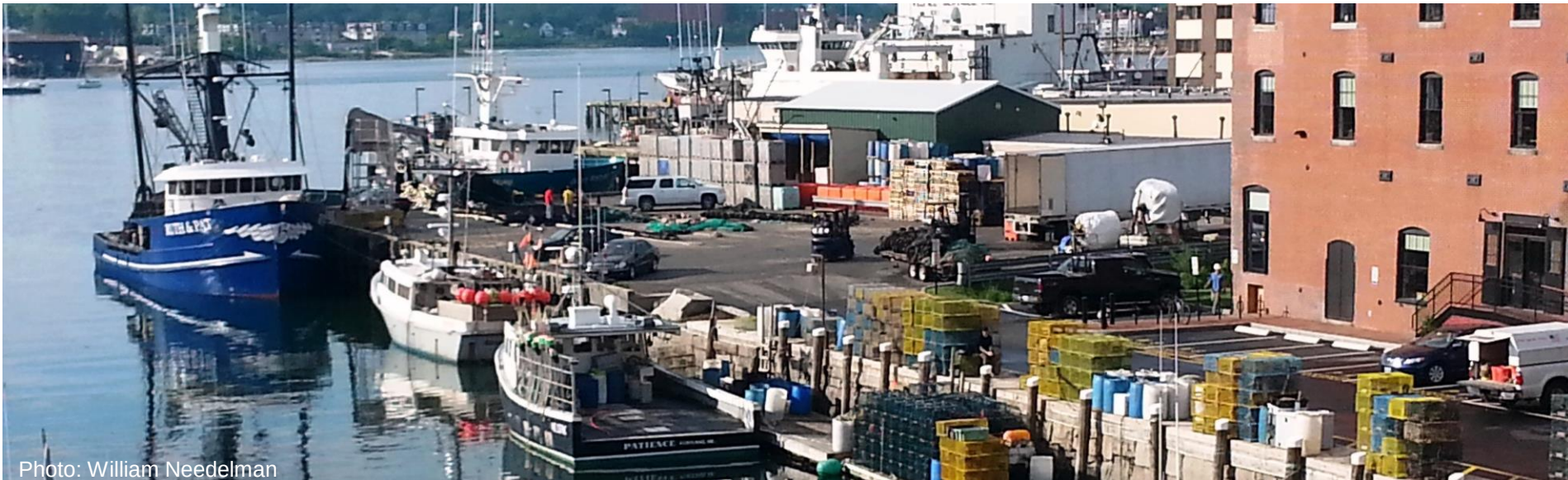


Photo: William Needelman

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: December 2, 2020

SUBJECT: Com 18-20/21 Economic Development Committee Accomplishments for Calendar Year 2020 - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

SPONSOR: Economic Development Committee
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/21/2020

Final Action 12/21/2020

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: Greg Mitchell will answer questions if needed.

I. SUMMARY

City staff is recommending the City Council accept, as a communication item, the annual report of the Economic Development Committee's accomplishments for calendar year 2020.

II. AGENDA DESCRIPTION

This item is a communication for the Mayor and City Council on a report of the Economic Development Committee's (EDC) accomplishments during calendar year 2020. The EDC reviewed this report at its November 17, 2020, meeting and voted 4-0 to forward it as a communication to the City Council.

As a Communication this item requires no public comment or formal Council action.

III. BACKGROUND

Annually, a report is presented to the Mayor and Council on the EDC's accomplishments each calendar year. This is the report of calendar year 2020.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to keep the Mayor and City Council apprised of the Committee's accomplishments each calendar year.

V. FINANCIAL IMPACT

None.

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

At its November 17, 2020, the EDC voted 4-0 to forward this item to the City Council as a communication.

VIII. LIST ATTACHMENTS

1. EDC Cal Year Accomplishments for CC 12-21-2020

Prepared by:

Greg Mitchell, Director

Date: 12/2/2020



CITY OF PORTLAND
Housing and Economic Development Dept.
Gregory A. Mitchell, Director

MEMORANDUM

TO: Chair and Members of the Economic Development Committee
FROM: Greg Mitchell, Housing and Economic Development Director
DATE: November 17, 2020
SUBJECT: **EDC 2020 Accomplishments**

The following will provide you with the Economic Development Committee accomplishments, by subject area, during calendar year 2020:

Marijuana Sale Regulations

Working with the Health and Human Services/Public Safety Committee, these two Committees met jointly three times in early 2020 – January and February - to provide recommendations on proposed Ordinance amendments for City Marijuana regulations. (It is noted that three joint meetings were also held late 2019 on the topic.) The Council approved the regulations on May 18, 2020.

Harbor Dredge/CAD Cell/BUILD Grant Application

The Committee was apprised of this project to construct a CAD Cell in Portland Harbor in support of dredging, and the need to apply for a Federal BUILD Grant of \$24 Million, together with another \$6 Million in matching State and local funding. The EDC provided feedback and support to staff to move forward. The Federal BUILD Grant application was filed, but unfortunately was not approved. Staff is regrouping for the next round to submit another Federal Grant application.

Assessment of the Waterfront and Marine Economy

Consistent with City Ordinance, CHAPTER 8 WATERFRONT DEVELOPMENT GROWTH AREA requirements, Sec. 8-5a. Waterfront Reports, the Department of Housing and Economic Development initiated an assessment of the Portland Waterfront and Marine Economy. The evaluation was conducted by economic consultants AECOM and Rachel Bouvier Consulting between February and April of 2020 with the final report drafted over the following months.

The assessment estimated the contributions of both marine-related commerce and non-marine businesses that benefit from the waterfront. Overall, the Portland Waterfront supports approximately 7,700 jobs, generating \$313M in labor income, \$417M in GDP (value added,) and over \$800M in economic output. From that total, marine commerce generates over \$650M in revenue, supporting 2,250 jobs. Major contributors to the marine totals are generated from businesses involved in Marine Transportation & Port Services and Seafood Manufacturing & Wholesale. The Consultants and Bill Needelman presented the Report at the EDC's meeting on November 17, 2020, and the Committee voted 4-0 to forward the Report to the City Council as a communication. This communication item is on the December 21, 2020, Council Agenda.

Real Estate Items

Land Swap with JB Brown

Over the course of two meetings, the Committee reviewed a request to support a land swap with JB Brown in support of JB Brown's development of new headquarters for the Veteran's Administration on West Commercial Street and in support of the City's Department of Public Works location on Canco Road adding additional land. The City property to be exchanged included an undeveloped portion of Emery Street at the Commercial Street intersection with 11,000 +/- sq. ft. and a recommendation for that portion of Emery Street to be discontinued. The JB Brown property proposed for the land exchange included 20,000 +/- sq. ft., which JB Brown has allowed the City to use at no cost for the past two years at the Public Works/Park and Recreation Complex located on Canco Road. It was determined that the separate properties had an equivalent value of approximately \$49,000. The Committee recommended approval by the City Council, and the City Council approved the land exchange on June 15, 2020 along with the discontinuance of Emery Street on August 31, 2020.

Sale of City Owned Properties located at:

- **21 Randall Street,**
- **165 Lambert Street**
- **43/91 Douglass Street (Former West School Site)**
- **622 Auburn Street/0 Gray Road**

The EDC, in a joint meeting with the Housing Committee, was updated on the Cooperative Development Housing model. City staff then presented Draft RFPs for the above properties for possible affordable housing development opportunities. The Committees provided direction to staff to move forward on sale through the RFP process at this joint meeting on March 4, 2020, with the RFPs to be for sale and development for mixed income units affordable to households earning 60% to 120% of the area median income. The EDC then was charged with reviewing the responses and providing recommendations to staff on whom to negotiate a Purchase and Sale Agreement (PSA). Staff was responsible for negotiating PSAs and presenting them to the EDC for its review and recommendation to the City Council.

21 Randall Street: After two meetings with the first meeting requesting more information regarding the two bids received, the EDC – on a vote of 4-0 - directed City staff to negotiate a

PSA with the Greater Portland Community Land Trust – a proposal for 13 homes, all with 1- and 3-bedrooms designed for workforce home ownership and owners building equity. The Draft PSA will be presented to the EDC at an upcoming meeting.

165 Lambert Street: After reviewing the single bid response to the RFP, that being from Maine Cooperative Development Partners (MCDP), the EDC, on a vote of 4-0 - directed staff to negotiate a PSA with MCDP. MCDP's proposal, a cooperative structure, is for 20-single family homes with each containing 3-bedrooms and 2 baths. One hundred percent of the homes would be permanently affordable to households earning at or up to 100% AMI. Project will be structured as a limited-equity housing co-operative under the Maine Cooperative Affordable Housing Act, which is specifically designed to create permanently affordable housing. The Draft PSA was presented to the EDC at its November 17, 2020, meeting and the Committee voted 4-0 to forward the PSA to the City Council for approval. This PSA will be on the City Council's December 21, 2020, Agenda.

43/91 Douglass Street: After two meetings with the first meeting requesting more information regarding the two bids received, the EDC – on a vote of 3-1 (Chong) – directed staff to negotiate a PSA with Douglass Yards, while also noting that the full City Council may want to weigh in on developer selection. Douglass Yards' proposal was for 40 rental units, 30 condos, and 10 single-family homes each with accessory dwelling units. Douglass Commons' proposal, for both Apartments and Co-Op ownership, had 56 apartments and 52 co-op ownership homes.

A City Council Workshop was held on November 5, 2020 and the affordable developer selection was scheduled for the November 9th City Council meeting. At the November 9th City Council meeting, the City Council rescheduled action on the affordable housing developer selection to the November 16th City Council meeting.

52 Hanover Street P&S Agreement Amendment Request: The EDC reviewed an amendment request to the 44/52 Hanover Street P&S Agreement related to the obligation to redevelop the existing 18,000 sq. ft. former Public Works Fleet Services Metal Building into maker space. The property owner developer's amendment request is to demolish the existing Metal Building and construct upwards of 171 residential rental units, with 8,000 sq. ft. of ground level commercial space and parking. The EDC reviewed this and voted 4-0 to recommend to the City Council approval of the PSA Amendment. The Council approved the Amendment at its August 3, 2020 meeting.

204 Rand Road/Land Bank Commission Proposed Purchase from Avangrid: The EDC reviewed the Land Bank Commission's proposal to purchase approximately 27+/- acres of vacant land property at 204 Rand Road from Avangrid. The EDC voted to forward this to the City Council – 4-0 – with a recommendation to acquire this property to place it in the Land Bank. Before forwarding to the City Council for approval, the Seller came back with requested amendments: (1) to recognize the bargain price the City/Land Bank was getting for the property; and, (2) deed restrictions to keep the property for passive use in perpetuity. The EDC reviewed these amendments and recommended 4-0 to forward to the City Council for approval, but noting concern with locking future Councils from being able to do anything with any portion of the

property. The City Council approved this property acquisition on November 9, 2020, and placing it in the Land Bank in perpetuity.

157 Brackett Street and 176 Clark Street: These properties are two City-owned parking lots adjacent to Reiche School. The Housing Committee voted unanimously to recommend to the City Council marketing these properties for sale. At the August 3, 2020, City Council meeting, it postponed action to the October 5, 2020 Council meeting so that the EDC could review, provide direction to staff, and allow for additional public comment. This was done at EDC's meeting on September 15, 2020, and the EDC voted 4-0 to forward this to the Council with a recommendation to not dispose of either property. At the October 5, 2020, City Council meeting, the City Council voted 3-6 against the Resolve to market the properties.

622 Auburn Street/0 Gray Road: These properties are two vacant land properties that abut each other, with the 0 Gray Road property located in Falmouth at the Town line. Combined, the properties have approximately 18 acres. The goal for sale of the properties is to provide mixed income residential units 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. After a review of the draft RFP at the EDC's November 17, 2020, it voted 4-0 to authorize staff to issue the RFP with those goals articulated in the RFP document.

COVID-19 Pandemic

In an effort to assist businesses to remain open during the Pandemic, the EDC met three times to discuss how to assist, particularly to expand outdoor seating for retail and restaurants, and increase the currently allowable five parklets for outdoor dining. At its May 14, 2020, meeting, the EDC voted unanimously to recommend to the City Council the closure of certain downtown city streets, expanded outdoor seating for retail and restaurants both on public and private property, and increase parklets where feasible. The City Council approved this at its May 18, 2020 meeting.

The Committee also received periodic updates of how businesses were taking advantage of this, as well as updates from Portland Development Corporation COVID-19 Business Assistance Loan and Grant Programs.

The Roux Institute at Northeastern University

The EDC received a presentation from The Roux Institute, particularly "Tech Talent for an AI-Driven Economy" to sustain, attract, and build businesses, and their opening of a headquarters in the eastern waterfront area of Portland. The Roux Institute noted a phased campus expansion for learning and research with 25,000 sq. ft. space leased now at the WEX facility located at 100 Fore Street as Phase 1; Phase 2 expansion is targeted during 2025 with 75,000 sq. ft.; and a Phase 3 expansion during 2030 to 110,000 sq. ft.

Tax Increment Financing (TIF)

Portland Foreside: In early February, Portland Foreside Project provided the Committee with a look at what they proposed for a Tax Increment Financing (TIF) and Business Improvement District (BID) at the Portland Foreside Complex including City of Portland waterfront owned property. The Committee provided feedback and this project has not come back for review by the Committee.

Affordable Housing (AH) TIF Requests

Watson Renewal Grant LLC - 104 Grant Street Affordable Housing (AH) TIF Project:

The EDC was first introduced to this AHTIF in a joint meeting with the Housing Committee to be apprised of the proposed development. This development is proposed to include 23 units of workforce housing condominiums, with 52% or 12 of the 23 units available for sale as workforce housing to households at or below 120% of the AMI. The EDC voted 4-0 at its May 5, 2020, meeting to forward this to the City Council with a recommendation for approval. The City Council approved this at its July 13, 2020, meeting.

Portland Housing Development Corporation (PHDC) at 577 Washington Avenue Project:

This is a proposed update for improvements and accessibility to Washington Gardens – housing for seniors and persons with disabilities. It currently contains 100 rental units, which will all be upgraded, with PHDC providing alternative rental during the rehab phase. The EDC voted 4-0 at its May 27, 2020, meeting to forward this to the City Council with a recommendation for approval. The City Council approved this at its September 21, 2020, meeting.

Avesta 200 Valley Street Project: Avesta proposed 60 units of mixed income rental housing, of which 48 will have income restrictions for households at or below 60% AMI, remainder will be market rate. The EDC voted 4-0 at its May 27, 2020, meeting to forward this to the City Council with a recommendation for approval. The City Council approved this at its August 3, 2020, meeting.

Community Housing of Maine (CHOM) 83 Middle Street: This is an AHTIF project proposed on City land currently used for parking by the Police Department. CHOM proposed new construction of 50 units of affordable housing for residents age 62 and over in a 5-story elevator accessible building with below-grade parking garage, and 11 units for exclusive use of the City of Portland to reduce shelter clients. The EDC voted 4-0 at its May 27, 2020, meeting to forward this, and amendments to the Downtown Transit Oriented Development TIF District to remove this property out of that District to be its own freestanding AHTIF District, to the City Council with a recommendation for approval. The City Council approved this at its August 3, 2020, meeting.

Portland Housing Authority 337 Cumberland Avenue and Removal of the Property from the Bayside TIF District: This is a project at the former Maria's location on Cumberland Avenue. It would provide for a new construction of a six-story structure with 60 mixed-income apartment units on floors 2 through 5, with the first floor providing expansion for childcare from 58 to 107 spots. EDC voted 4-0 at its June 16, 2020, meeting to forward this, and amendments to the Bayside TIF District to remove this property out of that District to be its own freestanding

AHTIF District, to the City Council with a recommendation for approval. The City Council approved this at its August 3, 2020, meeting.

Fiscal Year 2020 TIF Annual Report: The EDC reviewed the annual FYE2020 TIF Annual Report and voted 4-0 to forward it to the City Council as a communication. The City Council received this as a communication at its October 5, 2020, meeting.

City TIF Policy – Possible Amendments: At its October 20, 2020, meeting, the EDC reviewed potential TIF Policy amendments with regard to AHTIF applications, and particularly those applications that are not eligible to apply for Low Income Housing Tax Credits. Three areas of possible amendments would be to include a definition of “Affordable”, require the term of the TIF to match the length of affordability of the project, and implement a tiered approach to determine the maximum percentage of captured revenue returned to the developer based on the number of restricted affordable units and the level of affordability in the project. Next steps are for staff to bring red-lined versions of the TIF Policy for review and recommendation to the City Council.

TIF Investment to support Workforce Training: The EDC was provided an update on TIF investment in workforce training programs by Portland Adult Education and Coastal Counties Workforce. Below are the two Pilot Programs approved during FY2020:

- An allocation of \$100,000 in funding for Portland Adult Education (PAE) to augment its existing workforce training programming in the banking and medical fields; and,
- An allocation of \$150,000 in funding as a City pilot program to invest in Portland employer workforce training needs. This was done through competitive bid and resulted in the City entering into an Agreement with Coastal Counties Workforce, Inc., (CCW - our region’s Workforce Board). CCW proposed a new training program “Frontline Health Care Career for New Immigrants Program”.

For the City’s FY2021 budget, the EDC voted to recommend to the City Council continuation of the Pilot Program with Portland Adult Education with a \$100,000 investment from the Downtown TOD TIF Program, and this was included in the FY2021 budget passed by the City Council.

Portland Downtown

Annually, the City Council has to approve the mil rate, the Agreement, and Development Plan for the Portland Downtown Improvement District. The EDC reviewed the Portland Downtown Annual Budget Request and Agreement and voted 4-0 to forward it to the City Council with a recommendation of approval. The City Council voted to approve this at its September 21, 2020, meeting.

Entertainment License and Downtown Entertainment Overlay District/Possible Amendments

On January 22, 2020, the City Council requested additional information on the possibility of making changes to the Downtown Entertainment Overlay District, which requires a separation of 100-feet between businesses with an entertainment license in the Old Port. The EDC reviewed various options to amend the above, including keeping it as it is; decreasing the 100-foot separation; and create a separate class of entertainment license for event spaces that would not be subject to the 100-foot separation requirement. Consensus of the Committee was to leave it as it is as it currently works fine. Should it need to be revisited in the future it can be.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: November 19, 2020

SUBJECT: Order 140-20/21 Approving Purchase and Sale Agreement with Maine Cooperative Development Partners for 165 Lambert Street - Sponsored by the Housing & Economic Development Committee, Spencer Thibodeau, Chair

SPONSOR: Housing and Economic Development Committee, Spencer Thibodeau, Chair
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/21/2020

Final Action 12/21/2020

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation) Mary Davis is available for questions as well as a brief presentation of the item.

I. SUMMARY

Vote to authorize the City Manager to enter into a Purchase and Sale Agreement to sell City property located at 165 Lambert Street to Maine Cooperative Development Partners.

II. AGENDA DESCRIPTION

The Economic Development Committee met on November 17, 2020 and voted 4-0 to recommend that the City Council approve the Purchase and Sale Agreement between the City and Maine Cooperative Development Partners.

Maine Cooperative Development Partners is proposing to create a limited equity housing cooperative, which is designed to create permanently affordable housing. Staff have communicated all new, relevant requirements introduced by recent amendments to Chapter 14 (the "Green New Deal") to the prospective buyer. 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.).

On December 16, 2019, the City Council authorized staff to move forward with the disposition of three City-owned properties, including property located at 165 Lambert Street (Resolve 10-19/20). At a joint meeting of the Housing and Economic Development committees meeting held 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. On July 21, 2020 the Economic Development Committee authorized staff to begin to negotiate terms for a Purchase and Sale Agreement with the development team that submitted the one proposal received for the 165 Lambert Street property. Terms of the Purchase and Sale Agreement are outlined in Section III of the memo for this item.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

In 2018, the Housing Committee established a goal of identifying an opportunity to engage in a public/private

partnership on a project or projects that would add units to the city's affordable housing stock. The Housing Committee spent the last three year working to first identify (through the creation of the city-owned property map) and then review specific city-owned that may be suitable for housing development.

On November 13, 2019 the Housing Committee voted to recommend to the City Council the disposition of three city owned properties (21 Randall, 165 Lambert and 43/91 Douglass Streets). On December 16, 2019, the council authorized staff to move forward with the disposition of the parcels. On March 4, 2020 at a joint meeting of the Housing Committee and Economic Development Committee, the committees approved the issuance of RFPs on all three properties. The RFPS were issued on April 10th and development proposals were received by June 16th. On July 21, 2020 the Economic Development Committee authorized staff to begin to negotiate terms for a Purchase and Sale Agreement with the development team that submitted the only proposal received for the 165 Lambert Street property.

Terms of the Purchase and Sale Agreement

Purchase Price: \$1.00

Due Diligence Period: Thirteen (13) months from the date of the Purchase and Sale Agreement. During the due diligence period the buyer is responsible for obtaining a survey of the property, conducting any inspections, studies, etc to identify objections to title, environmental, or survey matters, obtaining rezoning approval, obtaining construction and permanent financing,

Closing Date: On or before fifteen (15) months after the date of the Purchase and Sale Agreement.

Buyer's Post Closing Obligations

Buyer shall construct an affordable housing development on the property, which shall include the greater of 20 three-bedroom dwelling units or the maximum number of dwelling units feasible under the current zoning.

The Buyer must commence construction within twelve (12) months after the closing date and complete construction with 30 months after the closing date. If it fails to do so, the City shall have the option to repurchase the property.

For at least 99 years after the Project has been transferred to the Co-op, all units will be affordable to households earning less than or equal to 100% of the area median income (AMI), adjusted for family size. The formula to calculate maximum allowable rent is similar to the formula used in the Inclusionary Zoning Ordinance.

At the initial sale of cooperative membership interests, up to 20% of the cooperative membership interests may be sold to households earning up to 120% AMI; all other sales and all subsequent sales of cooperative membership interests must be sold to households earning no more than 100% AMI.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Sale of this city-owned property for housing development supports the Council's 2020 Common Goal to increase access to rental and home ownership housing that is safe, affordable and accessible.

V. FINANCIAL IMPACT

If sold, the City would realize future new property taxes from the proposed development. Also, provisions are

included to ensure future payment of property taxes in the event any portion of the premises are determined to be exempt from real and personal property taxes.

The property will be sold "as is, where is" and the buyer will provide the City with environmental indemnification and be responsible for any site environmental remediation costs.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

Approval of the proposed Purchase and Sale Agreement sale in substantially the same form as attached.

VIII. LIST ATTACHMENTS

1. Order P&S to Maine Cooperative Development Partners 12.21.2020
2. P&S Lambert St Final for Council 12.2020
3. Maine Cooperative Development Partners Proposal

Prepared by:

Mary Davis, Division Director

Date: 11/19/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING PURCHASE AND SALE AGREEMENT WITH
MAINE COOPERATIVE DEVELOPMENT PARTNERS FOR 165 LAMBERT STREET**

ORDERED, that the Purchase and Sale Agreement with Maine Cooperative Development Partners for city-owned land at 165 Lambert Street is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of the Purchase & Sale Agreement.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this _____ day of _____, 2020 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 _____, a Maine _____, having a mailing address of _____ (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, the CITY is the owner of approximately 13.3874 acres of land at or near 165 Lambert Street, Portland, Maine (the “Premises”) and did advertise RFP #2020-3 dated April 10, 2020, entitled Request for Proposals for Disposition of City-Owned Property Located at 165 Lambert Street, a copy of which is attached hereto as Exhibit A and incorporated herein (the “Request for Proposals”) (the Premises is identified in the City’s tax records as CBL 385 A001 and 386 C001 and is generally depicted on Attachment C to the Request for Proposals); and

WHEREAS, Buyer submitted a proposal dated June 16, 2020 in response to the Request for Proposals, a copy of which is attached hereto as Exhibit B and incorporated herein (the “Proposal”); and

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

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

1. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be One Dollar (\$1.00) (the “Purchase Price”).
3. **TITLE AND DUE DILIGENCE.**
 - a. **Due Diligence Period.** Buyer will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is thirteen (13) months after the date of this Agreement (the “Due Diligence Period”) to complete any surveys, environmental review, inspections, and title examinations, and to obtain any zone change, site plan approval, and any other permits and regulatory approvals required for the Project.
 - b. **Property Description.** The legal description of the Premises contained in the deed will be a survey description based upon a survey plan that will more specifically describe the Premises. The survey and description of the

Premises will be prepared by the Buyer at its sole expense and provided to the City for review two months prior to the expiration of the Due Diligence Period. City shall notify Buyer of any objections to the survey and description prior to the expiration of the Due Diligence Period.

- c. **Rezoning Contingency.** Buyer proposes to obtain the Portland City Council's approval to rezone the Premises (the "Rezoning Approval") to maximize residential density for its development of the Premises as described in the Proposal (the "Project"). The Buyer will be responsible for obtaining, at its sole expense, the Rezoning Approval and any other regulatory approvals required for the Project prior to Closing.
- d. **Financing Contingency.** The Buyer's obligation to close is contingent on obtaining construction and permanent financing for the Project that the Buyer, in its discretion, determines is sufficient to put the Project on a sound financial footing. That financing is anticipated to include, but not be limited to, the following: (i) permanent financing for the Coop in the form of a HUD Section 213 loan; and (ii) affordable housing tax increment financing from the City.
- e. **Title and Survey Objections.** Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect insurability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- f. **Option to Cure.** In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- g. **Deed.** City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements of record and easements described herein; (ii) easements for utilities servicing the property, (iii) zoning ordinances, and (iv) real estate taxes not yet due

and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

- h. Buyer's Right to Terminate. The Buyer may terminate this Agreement at any time during the due diligence period if, in the exercise of its sole discretion, it decides to not proceed with the Project by giving written notice of termination to the City in which case neither party shall have any further obligations to the other.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for

bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.

- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections; provided, however, the City hereby acknowledges and agrees Buyer shall have no obligation to clean-up, remove or take any other action with respect to any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.

6. **DEFAULT AND REMEDIES.** In the event that Buyer defaults hereunder for a reason other than the default of the City, City may terminate this Agreement, and neither party shall have any further obligation to the other. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance or terminate this Agreement, in which case neither party shall have any further obligation to the other.

7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

8. **PROPERTY SOLD “AS IS, WHERE IS.”** Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold “as is, where is” and “with all faults.” City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
9. **ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys’, consultants’, and experts’ fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City’s release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer’s successors, assigns, and transferees.
10. **CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a time agreeable to the parties on or before the day that is fifteen (15) months after the date of this Agreement (the “Closing Date”). At the Closing:
- a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
 - b. Buyer shall deliver the Purchase Price to the City.
 - c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
 - d. Buyer shall deliver evidence, reasonably satisfactory to City’s Corporation Counsel, that the entity receiving title to the Premises is in good standing

under Maine law, and that the individuals acting at Closing and executing documents on behalf of Buyer are authorized to do so.

11. BUYER'S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO REPURCHASE PROPERTY.

- a. Within twelve (12) months after the Closing Date, Buyer shall commence construction of the Project, as the Project is generally described in the Proposal. The Buyer, in its discretion, may develop the Project in two phases. The first phase of the Project shall include the greater of 20 three-bedroom dwelling units or the maximum number of dwelling units feasible under the current zoning.
- b. Upon the issuance of a certificate of occupancy for all or a portion of the first phase of the Project or at such earlier time as the Buyer, in its discretion, may determine, the Buyer shall convey the Project to a Cooperative Affordable Housing Corporation (the "Coop") organized in accordance with the Maine Cooperative Affordable Housing Ownership Act, 13 M.R.S.A. §1741-1762, as may be amended (the "Act"). Notwithstanding anything to the contrary in the foregoing, the Buyer may retain the right to develop additional units on the Premises as a second phase of the Project which shall be conveyed to the Coop.
- c. Rent Restrictions. For a period of 99 years after the Project has been transferred to the Coop, all units and cooperative interests in the Project shall be affordable to low- and moderate-income households earning less than or equal to 100% of the area median income (AMI), adjusted for family size, in accordance with federal standards generally accepted at the time of incorporation under the Act. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in connection with its cooperative interest and other housing expenses, including utilities, shall not exceed 30% of the household's gross monthly income. Minimum household size allowed per unit and the formula for calculating maximum allowable monthly rent is detailed on Exhibit C, which is attached hereto and made a part hereof.
- d. Income Restrictions. In order to purchase a cooperative membership interest in, and reside in a unit owned by the limited equity cooperative, a household must not earn more than 100% of the AMI, adjusted for family size, as published by the U.S. Department of Housing and Urban Development ("HUD"). Household income is defined as adjusted gross income used by the IRS. This income test will be used only at the time of the household's purchase, and excludes transfers to family members or an estate beneficiary. At the time of initial sale of cooperative membership interests in the Coop, up to 20% of the cooperative membership interests may be sold to households earning up to 120% of AMI. All other sales and all subsequent sales of cooperative membership interests must be to households earning no more than 100% of AMI.
- e. Option to Repurchase. Unless the Project has been transferred to the Coop as set forth above, if Buyer, its successors, assigns, or transferees fails to commence construction of the Project on the Premises within 12 months after the closing, and construct the buildings which are part of the first

phase of the Project within thirty (30) months after closing, the City shall have the right, but not the obligation, to repurchase the Premises and the Project at the Purchase Price plus all documented, design, development, construction, and approval expenses incurred by Buyer, or successors, to that juncture. If the City exercises this right to repurchase, Buyer shall convey the Premises to the City and assign to the City all contracts, plans, and other documents related to the design, construction, and regulatory approvals for the Project. This right to repurchase shall be assignable by the City.

- f. The articles of organization for the Coop shall provide that in the event the Coop shall be dissolved, its assets will be distributed in accordance with § 1754(6) of the Act to the City or, at the City's option, to another organization permitted under § 1754(6) of the Act reasonably acceptable to the City.
- g. The provisions of this Section 11 will survive closing and will be included in greater detail in the City's deed to Buyer or in a Declaration of Covenants, Conditions and Restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds.

- 12. **ENTIRE AGREEMENT.** This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.
- 13. **NON-WAIVER.** No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- 14. **HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
- 15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
- 16. **TIME.** The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
- 17. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be

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

- 18. NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after the notice is delivered to an overnight delivery service with delivery confirmation, addressed to the recipients at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

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

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

FOR Buyer: TBD

With a copy to: David C. Pierson, Esq.
Eaton Peabody
P.O. Box 15235
Portland, ME 04112-5235

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

- 20. BROKERS.** The CITY and Buyer each represent and warrant that they have not dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

- 21. RECITALS INCORPORATED BY REFERENCE.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

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

City OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager

BUYER

WITNESS

Printed Name: _____
Its _____

Approved as to Form:

Corporation Counsel's Office

DRAFT

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

Eng Proposal for RFP 20068

D. Timetable

Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.

Month	
Jun 2020	RFP Deadline
Aug 2020	RFP Award. Obtain site control and commence market study, marketing and pre-sales. Start HUD Concept Package.
Oct 2020	Close pre-development funding
Nov 2020-Feb 2021	Start HUD Phase I application, Design & Permitting, HUD Processing. Create co-op docs, develop marketing materials, Apply for TIF and seek zone change.
April 2021	Apply for Housing Trust Fund and Community Solutions Grant
Sep 2021	Planning Board Review
Nov 2021-Apr 2022	Design Development and Construction Documentation, select Construction Manager
Mar -May 2022	Construction Bidding process
Jul 2022	HUD 213 Loan Closing, start construction (homes factory manufactured concurrently with site work)
Oct 2022	Doors open

E. Developer Capacity

Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

We have assembled an experienced and qualified team where every core member of this team has completed projects of this size and scale. Project completion is projected for Fall 2022.

Eng Proposal for RFP 20068

Team Member	Company	Role	Similar Projects Completed
Brian Eng	Maine Cooperative Development Partners	Developer	M North in Orlando, 288-units in Orlando, Florida. https://www.mnorthorlando.com/ , Master developer of city-owned land on the former Maine Energy Recovery Corp. in Biddeford
Liz Trice	Maine Cooperative Development Partners	Developer	645 Congress Street (with Shinberg/Alfond), Danforth on High, 58 Boyd
Matt Peters	Maine Cooperative Development Partners	Developer	Involved in over a dozen affordable housing developments in Southern Maine and New Hampshire including Deering Place and Park Street Apartments
Parlin Meyer	BrightBuilt Home (an affiliate of Kaplan Thompson Architects)	Architectural Designer	Over 60 BrightBuilt factory-built homes completed and over 100 designed and planned
Mike White	Island Carpentry	Builder	Eco-Village One, Bath ME (http://island-carpentry.com/eco-village-one/)
Nick Aceto	Aceto Landscape Architects	Landscape Architect	The Downs, Scarborough ME (510 Acre Mixed-Use Master Planned Community), Phases 1 & 3; Jackson Laboratory, Bar Harbor ME (37 Acre Employee Co-Housing Community); Cumberland Multi-Gen Community https://www.mainebiz.biz/article/future-proofing-development-designers-are-ready-for-climate-change
Jonah Fertig-Burd	Cooperative Development Institute	Co-op Formation & Management	Mountainside Cooperative, Camden, ME (52 units), Charter Oaks, Arundel, ME (40 units), Sunset Terrace, Rockland, ME (76 units) Wardtown Cooperative, Freeport, ME (60 units), Halifax

Eng Proposal for RFP 20068

			Mobile Home Estates Association, Halifax, MA (430 units), Farrington's/North Avenue Co-op, Burlington, VT (117 units)
Andy Reicher	UHAB	Co-op Formation Consultant	In Manhattan: 3603-3605 Broadway, 42 unit conversion, 520, 540-550 West 144th Street, 90 units, 421-555 West 148th Street, 98 units; 110 Madison Ave & Jupiter 21, Off-site Inclusionary
Will Savage	Acorn Engineering	Civil Engineer	Meeting House Hill Park Redevelopment, Munjoy Heights, Stroudwater Preserve, Sunset Place
David Pierson	Eaton Peabody	Legal	Many construction and public-private partnership representations including the Bates Mill in Lewiston and Downeast Broadband Utility

F. Occupancy and Management Plan

Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process, to ensure mixed income and long-term affordability.

The Cooperative Development Institute (CDI) will be responsible for the creation of the cooperative ownership and management structure and ensure implementation of the permanent affordability provisions. Andy Reicher, executive director of UHAB, which manages 25,000 units of limited equity cooperative housing in New York City, will be a consultant to CDI to set up a structure to train future residents in managing their buildings, and using lessons learned and management fees to seed future cooperative ownership projects.

Lambert Village will be a limited equity cooperative, meaning that residents rent from an entity of which they are an owner. This type of cooperative is democratically owned and operated similar to a condo structure, but allows for a wider range of income affordability, as the share price is low and residents do not have to qualify for a mortgage. The construction loan becomes a long-term loan paid by the association. Resident-owners pay an up-front share price similar to a down payment, then have a monthly payment similar to rent or a mortgage based on the actual operating costs of the property. New residents must meet the income requirements, and monthly carrying costs must not exceed 30% of the income bands based on Area Median Income (AMI). These rules continue in perpetuity.

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

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▼

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:

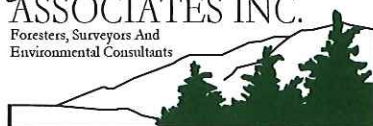
1. PROPERTY BOUNDARY OBTAINED FROM MAINE OFFICE OF GIS.
2. WETLANDS WERE REVIEWED, IDENTIFIED, AND DELINEATED BY BOYLE ASSOCIATES IN JULY 2009 FOR THE CITY OF PORTLAND'S WETLAND COMPENSATION OPPORTUNITIES ASSESSMENT. APPROXIMATE WETLAND BOUNDARIES ARE BASED ON GPS-LEVEL FIELD INVESTIGATION.
2. AERIAL 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:

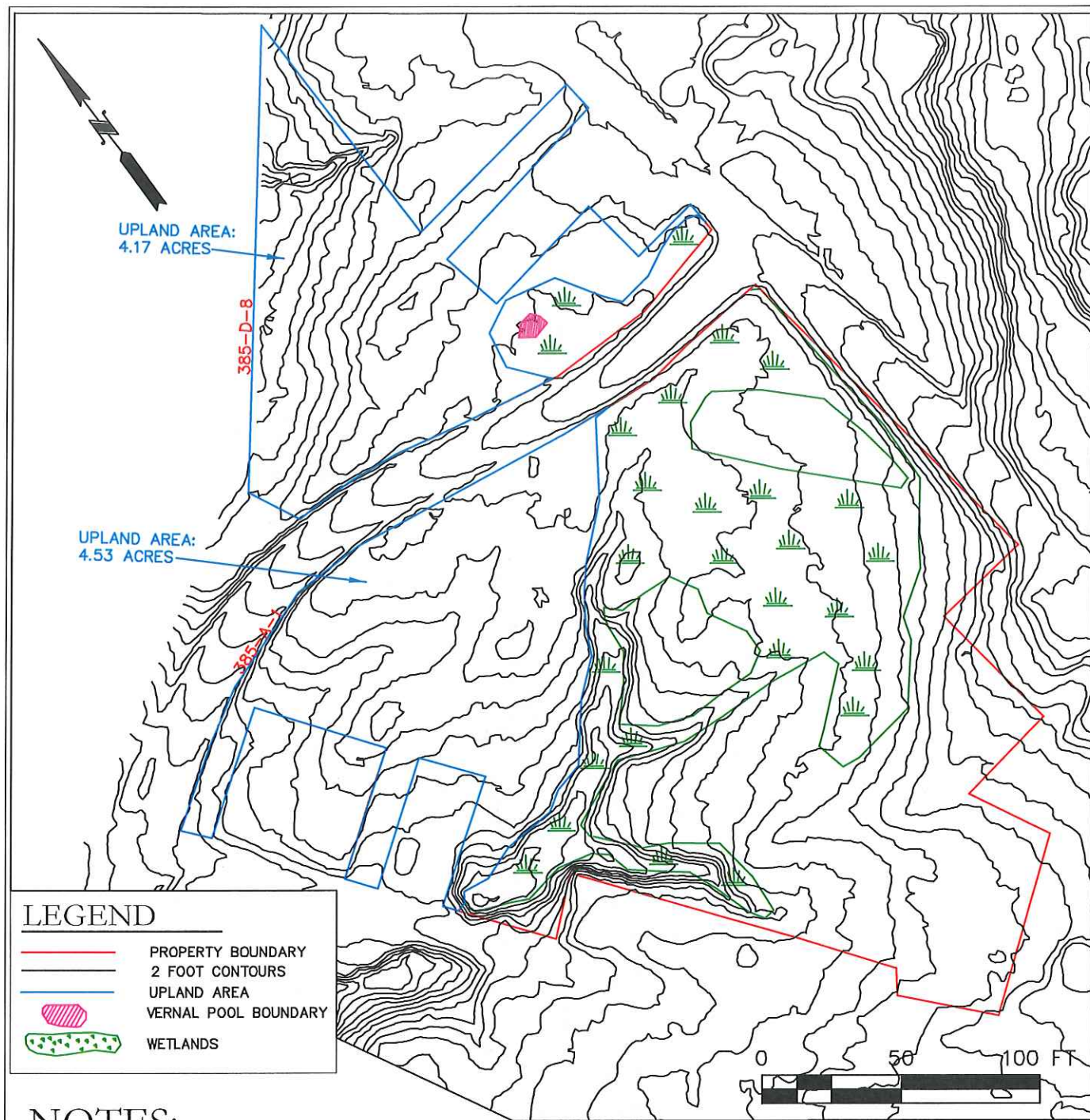
OCTOBER 18, 2019

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
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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



Conceptual plans submitted as part of the RFP response incorrectly included land outside of the City's property boundary. The development team acknowledges the correct boundary and is adapting plans to focus development between the wetlands noted on the "JONES ASSOCIATES INC WETLAND SKETCH PLANS" and Washington Avenue.





- 1 COMMON GREEN (community gardens, playground, communal gathering space)
- 2 BRIGHTBUILT HOMES
- 3 TRAIL CONNECTION TO WASHINGTON AVE EXT. BUS STOP
- 4 COVERED PARKING
- 5 ENTRY DRIVE
- 6 TRAIL CONNECTION TO SEBEGO TO SEA
- 7 PRESERVED OPEN SPACE
- 8 BRIDGE TO PHASE 2
- 9 NATIVE WOODLAND





- 1 COMMON GREEN (community gardens, playground, communal gathering space)
- 2 BRIGHTBUILT HOMES
- 3 COVERED PARKING
- 4 ENTRY DRIVE
- 5 TRAIL CONNECTION TO SEBEGO TO SEA
- 6 PRESERVED OPEN SPACE
- 7 BRIDGE TO PHASE 1







COOPERATIVE DEVELOPMENT INSTITUTE

P.O. Box 1051, Northampton, Massachusetts 01061-1051
PH 413-665-1271 • FX 413-541-8300 • www.cdi.coop • info@cdi.coop

June 8, 2020

To whom it may concern:

The Cooperative Development Institute (CDI) is happy to support the proposal for the creation of a new construction limited equity co-op on Lambert St.

CDI is a 501(c)3 nonprofit founded in 1994 by co-op leaders to work with people in the Northeast to create cooperative businesses and networks that grow a prosperous, equitable economy.

CDI provides expert assistance, organizational development, and support to groups undertaking cooperative development. In the past decade, CDI has helped create 47 new Resident Owned Communities (ROCs) in New England, representing 4,479 households. 8 of the ROCs are conversions of manufactured home parks in Maine. CDI's role is to help form new cooperatives, train residents, and ensure that the cooperative has the support it needs to remain permanently affordable.

Our intention is that at Lambert St., CDI will:

- Lead the creation of the new Co-op entity.
- Lead resident training and resident participation in the construction phase.
- Create and administer a long-term management plan that would meet the city's TIF requirements to ensure that the property meets the city's affordability metrics for at least 30 years.
- Be the long term training & support organization for the Co-op.

We are pleased with the proposal and the development team, and hope to be part of this exciting project!

Sincerely,

Noémi Giszpenc
Executive Director

THE SOURCE FOR COOPERATIVE BUSINESS DEVELOPMENT IN NEW ENGLAND & NEW YORK

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 positioned above the printed name.

Hugh Jeffers
Vice President of Originations



Maine Cooperative Development Partners

MAINE COOPERATIVE DEVELOPMENT PARTNERS

build neighborhoods where the elements that constitute quality of life—access to green space, healthy lifestyles, community, privacy, and affordability—are not at odds with each other. Grounding principles for this work are creating equitable communities; complementing walkable neighborhoods; building healthy buildings; and celebrating beauty, art, and the natural environment. We use Limited Equity Cooperatives as a form of ownership to create options for people of all ages, backgrounds, and incomes to live in harmony with nature and their neighbors.

WE ENVISION small towns, urban neighborhoods, and suburban neighborhood centers that are walkable to daily needs and adjacent to recreational facilities, trails, and transit corridors; homes that use energy efficient construction, and shared gardens, patios, and play spaces for people to get to know and enjoy their neighbors.

WE GIVE BACK by partnering with organizations that support trails and green space, transit, local businesses, social equity, and efforts to mainstream energy efficient building and land use.



PRINCIPALS



MATTHEW PETERS has been involved in the completion of over 20 new construction, major rehab, and acquisition deals. Matt worked for eight years at Avesta Housing, one of Northern New England's largest non-profit housing developers and owners, project managing affordable housing developments, building out and overseeing the Asset Management department, and ending in an executive role overseeing the entire development and acquisitions pipeline as Vice President of Real Estate Services. In 2018 he began to consult for Housing Authorities, housing non-profits, and Community Development Finance Institutions in Maine supporting these organizations in acquisition, ground-up development, and underwriting of affordable housing properties. Matt also is the Executive Director of Freeport Housing Trust based in Freeport, Maine. He has strong working relationships with MaineHousing, Rural Development, lenders, tax credit syndicators, and other professionals in the design and construction field, holds a Masters in Urban Planning from the University of Washington, and certifications such as Spectrum's C3P and Rural Development STAR trainings and LEED Accredited Professional.



BRIAN ENG is a real estate investor who has worked on commercial projects in Florida, Connecticut, New Jersey, and Maine. He has worked as a principal on developments of over 200 units, is a principal on redeveloping the MERC site in Biddeford, and has redeveloped several smaller properties in Portland. He brings strong expertise in financials, fundraising, advocacy, and public speaking. He grew up in a co-op in New York City, and is on the board of UHAB, the entity that manages 20,000 units of cooperative housing in New York.



LIZ TRICE is a policy professional who builds multidisciplinary partnerships across real estate, economic development, entrepreneurship, and public health. Liz holds a masters degree in Public Policy & Management with a certificate in Community Planning & Development from the Muskie School at the University of Southern Maine. She has worked on multi-unit projects in Portland to obtain zone changes, lead the public engagement process with neighboring residents and businesses, apply for TIFs and grants, and direct the design of shared spaces. Her work includes award-winning research on the regulatory barriers to people living alone achieving home ownership, leading the process to redesign Bramhall Square, and working with medical and economic development institutions to develop strategic plans. Her projects to re-envision urban spaces for livability and natural ecosystems won two of three awards given by the 2019 Portland Society of Architecture's Complete City Competition. Liz trained as a cohousing developer and Passive House Design Consultant and has visited over 20 cohousing developments in the United States. She is currently the owner of PelotonLabs, a coworking space in Portland.



PROJECTS



M NORTH ORLANDO—As a principal of Clay Cove Capital, Brian was the control capital partner in the ground-up development of M North in Orlando, a \$37.1M, 288-unit multifamily development in Orlando, Florida. www.mnorthorlando.com



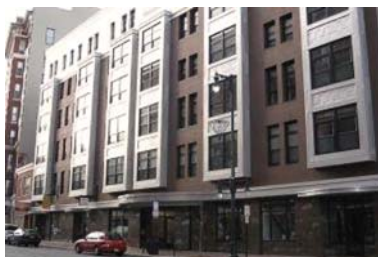
BIDDEFORD MERC REDEVELOPMENT Brian worked with Jim Brady of Fathom Companies, to serve as master developer of city-owned land on the former Maine Energy Recovery Corp. incinerator through a public-private partnership with the City of Biddeford.



6 CITY CENTER IN PORTLAND—Brian redeveloped and retented a largely vacant Old Port mixed use building including executive office suites. www.sixcitycenter.com, and bringing in a law firm condo, law firm tenant, Lio Restaurant, and HE Paintbar nail salon.



1685 CONGRESS IN PORTLAND—Brian redeveloped a 50% vacant office/medical building and retented it including Maine Plastic Surgery Center and Maxim Healthcare. www.maineplasticsurgery.com

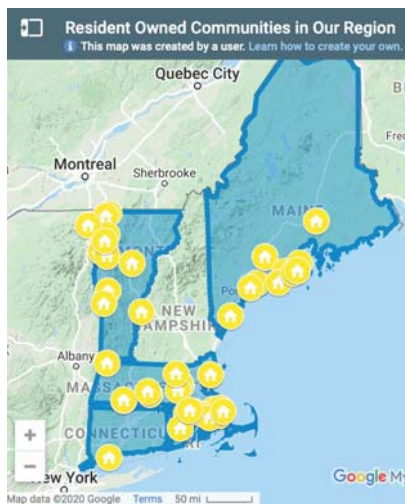


645 CONGRESS STREET—This former downtown college dormitory was converted to 55 one-bedroom and studio apartments with retail on the first floor. Liz worked for developers Shinberg and Alford on the initial concept, conducted a market analysis, developed relationships and communication with neighbors and businesses, creating a bike storage and parking plan, created a community management plan, and assisted with lease-up.



The Cooperative Development Institute (CDI) is a regional 501(c)3 non-profit founded in 1994 by co-op leaders in the Northeast. CDI's mission is to build a cooperative economy through the creation and development of successful cooperative enterprises. We are transforming ownership of our economy, so all people can meet their basic needs. CDI has 30 staff across the Northeast including six staff members in Southern Maine.

New England Resident Owned Community Projects (NEROC)



One of our primary activities is creating cooperative housing in Maine and the Northeast. When a park is for sale we help residents form a cooperative, get financing to buy the park, and learn how to run it with democratic resident control. This program gives residents control of the land beneath their homes and protects the affordability of their housing.

The Resident Owned Community (ROC) model began in NH with the NH Community Loan Fund and became a national model with the formation of ROC USA in 2008. The program has helped people in over 50 parks – comprising more than 4,800 homes — convert to resident ownership. Those communities are part of the ROC USA Network, which has helped secure over 15,000 units of affordable housing

nation-wide. CDI provides ongoing support as trainers and advisers for the ROCs and other cooperatives in the region. We assist in governance, management, financial oversight, communications, conflict resolution, compliance, and securing financing.

Charter Oaks Village Cooperative



With the support and technical assistance of the Cooperative Development Institute (CDI), the residents of Charter Oaks Village acquired the land on the 40 unit Arundel manufactured housing park on June 11, 2019 for \$1,170,000, helping to preserve the affordable housing community within it.

Charter Oaks Village joins nine other Maine manufactured housing communities supported by CDI and financed by Genesis Community Loan Fund, representing 440 homes now under resident control. The newly formed housing cooperative was a recipient of a GrowSmart Maine's honorary 2019 Smart Growth Award.

Mountainside Community Cooperative



CDI's newest Maine Cooperative is the 52-unit Mountainside Community Cooperative in Camden, Maine. Securing affordable housing in a community like Camden is increasingly challenging as housing costs escalate and its population ages. The residents of Mountainside Community purchased the community on December 11, 2019 for \$1,900,000 with financing provided by Camden National Bank, Genesis Community Loan Fund and the Local Enterprise

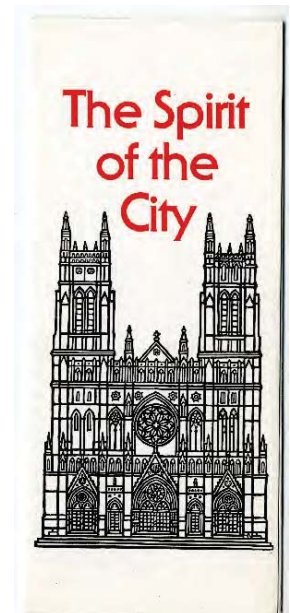
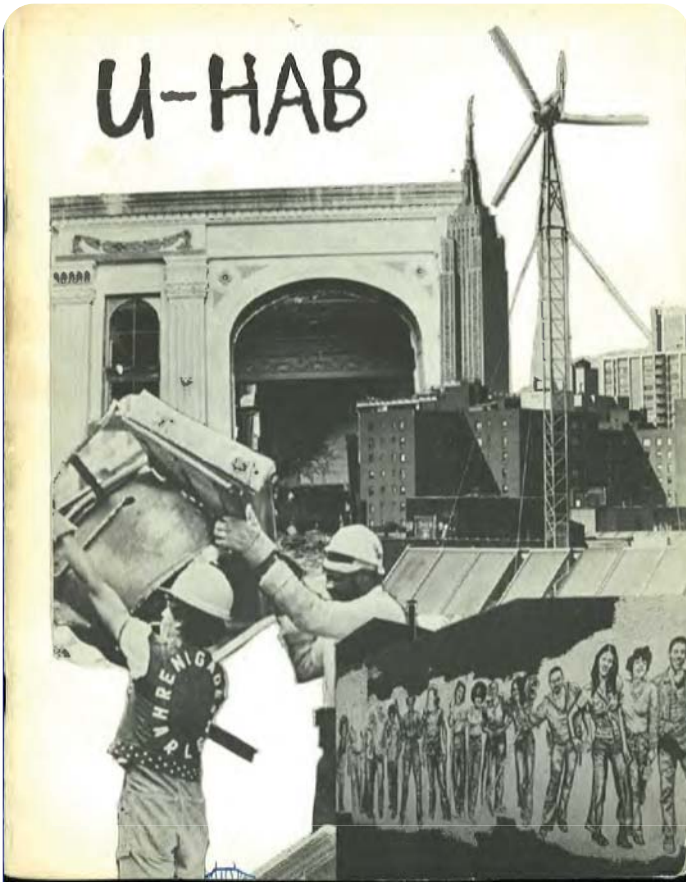
Assistance Fund. "We are so pleased to be able to help the residents of the Mountainside Community Cooperative become property owners today," said Bill Floyd, Executive Director of the Genesis Fund.

Wardtown Mobile Home Cooperative



The residents of the 60-unit Wardtown Mobile Home Cooperative voted to form the cooperative and purchase the community in May 2015, with assistance from CDI, and combined financing from Maine State Housing and The Genesis Community Loan Fund. As with all of the CDI's Resident Owned Communities (ROCs), Wardtown members continue to engage in extensive training and organizational development. As Bill Hodgkins, Cooperative Treasurer explains, "We all gained valuable new skill sets as we went through the process of establishing and financing our

cooperative...Now we have a very strong board of directors and feel very organized, to the point we are able to assist other ROC mobile home parks with advice about the process."



2019 UHAB ANNUAL REPORT

Building for Us

This year, UHAB made a considerable effort to build an archive. In doing so, the lesson we learned from decades of growth is very simple: what has always mattered most for affordable housing is community. It is the strength and support that comes from the community inside a co-op that is just as essential as the affordable housing itself.

With this in mind, UHAB is proud to offer new and expanded programs to low-income homeowners with a refined lens on our work. We have more data and research than ever on the long-term impacts of redlining policies and how communities of color have been resilient in their efforts to remain in their homes, whether in the 1970s or today. By building new affordable co-ops, strengthening tenants' rights statewide, making share loans through our HomeOwnership Lending program, and working in cooperation with our Interboro Community Land Trust partners to create the first Citywide CLT in New York City, we are actively working to dismantle the detrimental legacies of redlining and community disinvestment.

As we look toward the future, our work is expanding in several ways. We are offering more services like Co-ops Go Solar and our energy programs that are tackling the most pressing issue of our lifetime: the climate crisis. Without renewable energy and carbon reduction, low-income residents more than anyone will be affected. Most importantly, we need to recognize that it is not just low-income communities, but people of color in particular who are disproportionately affected by this crisis, just as they have been marginalized from fair and stable housing. UHAB's CDFI, HomeOwnership Lending, helps ensure that a family is not denied the opportunity to purchase because they don't have the money to be an all cash buyer. This program makes small loans where other lenders are reluctant and in this way supporting our HDFC and Mitchell Lama co-op communities in continuing to provide affordable housing.

The interest in co-ops and our work is expanding not just in New York City, but in upstate New York where residents can securely remain in their mobile homes; to New Haven, CT where the nearly 50-year old Seabury Co-op struggles to keep up with its aging infrastructure; and to Seattle, WA where a new permanently affordable co-op is being created. UHAB is excited to be assisting a new City financed co-op development program in Oakland, CA and we continue to meet with organizations and officials in other cities who are seriously considering the limited-equity model.

We have come a long way and welcome our next chapter of growth.

Sincerely,

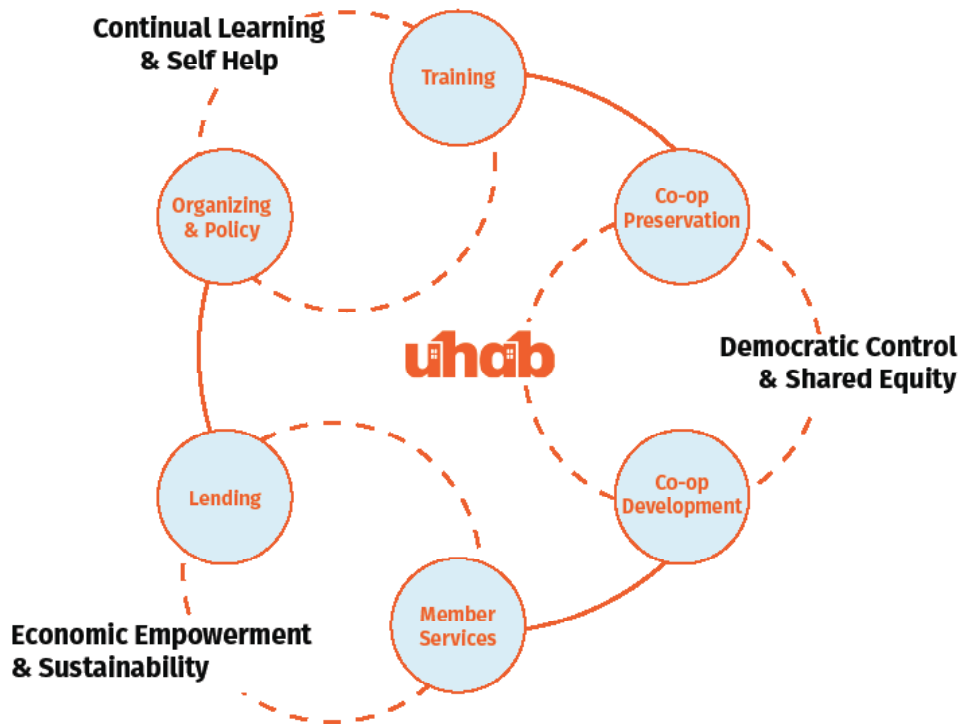
A handwritten signature in blue ink, appearing to read 'A. Reicher', with a stylized flourish at the end.

Andrew Reicher, Executive Director

Community through Cooperation

UHAB empowers low- to moderate-income residents to take control of their housing and enhance communities by creating strong tenant associations and lasting affordable co-ops.

Our Principles



I. Continual Learning & Self Help

When residents take the lead on everything from creating, managing, and preserving their own co-ops to advocating for affordable housing policy reform, this not only improves buildings and neighborhoods, but it transforms lives as well. Ongoing education and training is the key to preserving affordable housing cooperatives and strong tenant associations.

II. Democratic Residential Control & Shared Equity

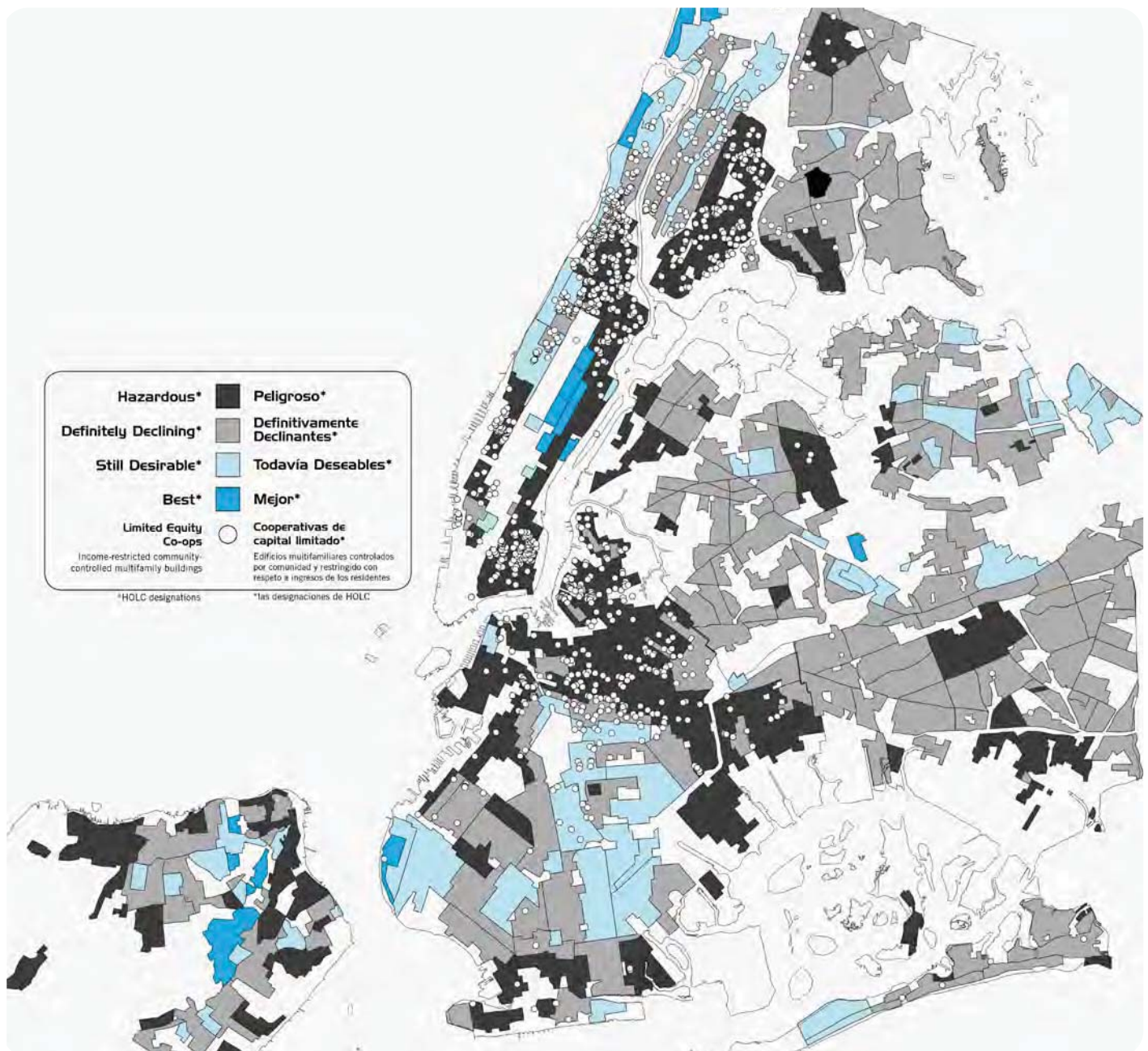
Transparent leadership and the participation of a majority of residents—each contributing unique skills and perspectives—make democratic governing and organizing possible. This collective control of housing helps prioritize a shared equity that keeps affordability manageable for future incoming residents.

III. Economic Empowerment & Sustainability

UHAB provides access to affordable, high-quality resources covering areas of energy, finance, democratic participation and education. These tools help residents maintain lower costs of living while helping to demystify financial technicalities. With support and guidance, all residents should be able to read and manage their finances, in order to make informed decisions about their operating costs.

Housing Justice is Racial Justice

This map overlays the location of modern-day HDFC co-ops with redlined neighborhoods from the 1930s. Redlining was a discriminatory housing practice that devalued neighborhoods where people of color lived and made it difficult for people of color to secure safe, affordable housing. In this map, the deepest shade of grey represents the least economically desirable neighborhoods. In the 1970s and 1980s, landlord abandonment and arson led to City foreclosure on thousands of occupied buildings in these same neighborhoods, creating the conditions for the self-help housing movement and the creation of thousands of HDFCs.



Through organizing and self-help initiatives, community-controlled housing arose as a way for low-income people and people of color to take control of their housing solutions when the government and private sector would not. Today, neighborhoods like Harlem, the South Bronx, and Central Brooklyn still struggle with the legacy of redlining; high air pollution, increased heat waves, higher poverty rates, and gentrification all threaten to displace longtime residents from neighborhoods that were once widely abandoned.

Through it all, community control remains a tool to provide New Yorkers with decent, affordable housing. HDFC co-ops are anchors in their neighborhoods, providing a safe haven to raise families and age in place. Tenant unions build power among renters and win victories like stronger rent laws.



Through our work, UHAB helps people of color control, manage, and improve their homes. We know from experience that most of the low- to moderate- income residents in the buildings we serve are Black or Latinx. Our goal is to have as many people from the communities we serve reflected in our organization's leadership and programs.

Currently, around 60% of our Board and program staff are people of color, and more than half of our organization is bilingual in English and Spanish, fulfilling an essential need for our Spanish-speaking HDFC board members and residents. We provide our technical assistance, homeownership advisement, energy advisement, bookkeeping services, quarterly newsletter, and entire training curriculum in both English and Spanish.

UHAB BY THE NUMBERS: 2019

125 fair elections monitored
in practice of democratic
community control



9 HDFCs
adopted solar,
bringing the total
number to
28

3,500,000 tenants protected
under stronger rent laws



115 budgets planned to
preserve HDFCs' financial
stability & affordability



5
affordable
homeowner-
ship loans
totaling
\$242,011

203
trainings for
affordable
co-op
residents



\$9,197,000
secured in loans to
help HDFCs make
capital
improvements



Our Co-op
Preservation
team helped

15 co-ops

secure necessary
loans to avoid City
foreclosure last year.

This represents over

350 families

that were able to
retain their equity
and control of their
homes through
technical assistance
and guidance
from
UHAB staff.



To date, UHAB is the
foremost developer of
limited-equity housing
co-ops in NYC. we have

developed **over**

1,300 units of

affordable housing
with the support of a
variety of City and State
programs.



Call Mike White Today! 207-371-2030



ISLAND CARPENTRY

ENERGY EFFICIENT and ZERO ENERGY HOMES



Home

Island Carpentry's 1st Bright Built Home

Energy Independent Cape Cod Style Home

Another Net Zero Cape Design

What Is A Zero Energy Home

Eco Cape

Energy Efficient Home in the Forest

Net Zero Energy on Cumberland Ave. Portland

Kelsey Brook Green Subdivision

Weatherization & Deep Energy Retrofit Projects

Older Projects

Blog

Contact

Eco-Village One: Maine's First Affordable Zero-Energy Housing Development

We propose to build Maine's first zero-energy affordable housing subdivision. Homes are designed with energy saving systems and priced to sell within the guidelines of Maine State Housing.

Department of Energy defines a zero energy house as being 70% more efficient than a conventionally built home. We know that we can do better. Our proposed homes will feature:

- Super insulation
- Air exchange system
- Passive solar
- Energy star rated appliances
- Compact fluorescent lights

The above list will achieve more than 70% energy savings.

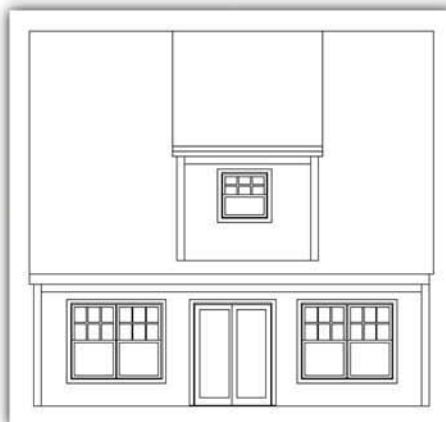
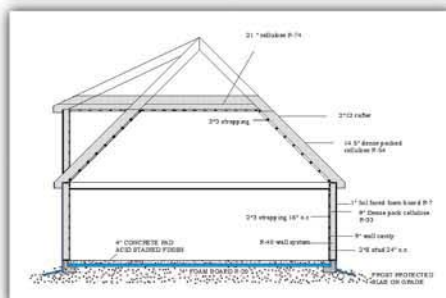
We will also offer options:

- Photovoltaic solar array for clean green electricity
- Solar thermal for domestic hot water
- Solar thermal for hot air heating

Our demonstration project will show that it is possible to achieve near zero energy in an affordable home. Investors will share the credit for helping to achieve this in the State of Maine. With a bottom-up impact on the housing industry, our project will serve as a model for all houses, proving we can have an impact on creating energy independence at any price level.

Eco-Village One: Bath, Maine

Island Carpentry proposes to develop an innovative four-lot subdivision near downtown Bath. Eco-Village One will be developed as a first-time home buyer's subdivision, located within walking distance of schools and City amenities. The homes will be built to zero-energy standards and will be priced within Maine State Housing guidelines for first time home buyers. The homes will be superinsulated, passive solar, and will have renewable energy systems.



This innovative project, the first affordable zero energy development in Maine, will be a credit to the City of Bath. Our demonstration project will show that it is possible to achieve near zero-energy in an affordable home. With a bottom-up impact on the housing industry, this development will serve as a state-wide model, demonstrating the practicality of zero-energy homes.

The owners of these homes will enjoy the benefits of high performance building techniques. The homes will be very energy efficient, reducing heating costs by about 70%, compared to conventionally built homes. The homes will be very air tight and ventilated with heat recovery ventilation systems to insure a healthy interior environment. A thermal solar collector to produce domestic hot water is an option we will offer. These will be healthy green homes that provide energy independence to the owners.

The homes will be ready for photovoltaic solar arrays that produce electricity. Electricity produced from renewable sources can make a home one hundred percent self-sufficient, achieving total energy independence for the home owner.

We feel that this is a win-win situation for all involved. For Island Carpentry it will create a model that we can duplicate in other towns. For the buyers these homes will provide long-term energy security; the homes will always remain affordable. For the City of Bath the project demonstrates a commitment to progress and sustainability, and a commitment to residential development within the City.

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FIRM BIO



ACETO LANDSCAPE ARCHITECTS

ALA is a process-driven, landscape architecture and urban design firm committed to thoughtful, creative intervention at the intersection of environment, economics, art, and culture. ALA was founded on the notion that great design is a product of careful listening, inclusive decision-making, and unrelenting passion for enduring built spaces. We believe landscape architecture lies at the nexus of the built form and the ephemeral qualities of an ever-changing environment. ALA's team offers a unique set of skills and perspective, well-equipped to harmonize and reconcile the roles and value systems of varied design disciplines. We integrate expertise and intuition to craft powerful places, built upon a commitment to resiliency and sustainability. Our studio's passion for craft and technical savvy affords us the opportunity to collaborate across a broad geographic range and myriad project scales from intimate private spaces to large-tract master plans.

ALA was founded in 2014 by Principal, Nick Aceto. ALA has 5 employees, all of which are landscape architects, licensed in the states of Maine, Massachusetts, New York and Colorado.

PROJECT TEAM KEY PERSONNEL



NICK ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | NA@ACETOLA.COM

Nick is a licensed landscape architect and urban designer with a deep passion for the creative process. Nick believes in landscape as a framework for organizing the patterns and behaviors through which we live. From the private garden to the region, Nick has the ability to recognize and translate patterns into visual narratives which tell the unique story of a place through built form. Nick grew up in Portland, Maine where he developed an deep appreciation for the rich and varied New England landscape, from rocky shorelines of the Atlantic to the forested peaks of the Appalachians. As both a consummate urbanist and adventure-seeking outdoorsman, Nick is intrigued by the interplay between urban form, economics, wild nature, and ecology.



CAITLIN ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | CA@ACETOLA.COM

Caitlin is a licensed landscape architect in the states of Maine, New Hampshire, and Colorado, who's passion for art and design began in the Chicagoland area where she was exposed to the architectural works of Frank Lloyd Wright and Olmsted's historic planned community of Riverside. Caitlin's project experience ranges in scale from circulation and wayfinding design at Grand Canyon National Park, to security barrier conceptualization for the Thomas Jefferson Memorial, to signage programming and design. Caitlin brings a distilled clarity to design that strives to embody the contextual heritage, textural richness and cultural integrity of place.



SETH KIMBALL, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

PRINCIPAL, LANDSCAPE ARCHITECT | SK@ACETOLA.COM

Seth has been practicing Landscape Architecture for over 15 years. He has a Bachelor's degree in Landscape Architecture from the University of Massachusetts Amherst. Seth's project experience includes serving as project manager/lead designer for a master plan for the new Al Guhair University in Dubai, the Al Ain Oasis Cultural Quarter Master Plan in Abu Dhabi, institutional experience including Phillips Andover Academy, Bates College, George Stevens Academy, and Southern New Hampshire University, and a range of residential project including homes in Texas, Idaho, Montana, New York, Arizona, and several throughout the northeast. Seth joined ALA in 2018, bringing to the practice his experience in civic, institutional, and residential projects. further ALA's commitment to achieve sustainable and resilient project outcomes.



LIST OF SELECT CURRENT & ONGOING OR COMPLETED ALA PROJECTS

ALA has been fortunate to have made meaningful contributions to a vast array of projects across a wide gamut of scales over the last 5-6 years. Below is an abbreviated list of select project examples intended to provide a sense of our professional skill set, experience, and range as a design studio. We would be happy to provide more information about any of the below projects upon request.

RESIDENTIAL

DBX 11 RESIDENCE	ASPEN, CO
WHITE HORSE SPRINGS RESIDENCE	ASPEN, CO
TELLURIDE AGUIRRE ROAD RESIDENCE	TELLURIDE, CO
PRIVATE RESIDENCE	SOUTH FREEPORT, ME
SHADOW MOUNTAIN CONDOMINIUMS	ASPEN, CO
SMYTH RESIDENCE	SNOWMASS, CO

COMMERCIAL/CAMPUS

100 FORE STREET OFFICE BUILDING	PORTLAND, ME
66 STATE STREET	PORTLAND, ME
LAAM 525 LIVE-WORK	BASALT, CO
HOTEL ASPEN	ASPEN, CO
MEMORIAL PLAZA	QUANTICO, VA
CUMBERLAND CLUB SITE PLAN	PORTLAND, ME
RIVERSIDE LIVE-WORK	PORTLAND, ME
WILLITS BEND LIVE-WORK	BASALT, CO
RED HAWK ELEMENTARY SCHOOL	ERIE, CO
CSU UNDERPASS STUDY	FORT COLLINS, CO
ANDERSON RANCH ARTS CAMPUS	SNOWMASS VILLAGE, CO

HOUSING & DEVELOPMENT

SCARBOROUGH DOWNS MASTER PLAN	SCARBOROUGH, ME
THE TREE FARM	BASALT CO
66 STATE STREET	PORTLAND, ME
BLOCK 11 MASTER PLAN	BRECKENRIDGE, CO
BROKEN COMPASS BREWERY	BRECKENRIDGE, CO
RIVERBEND COMMERCIAL CENTER	TIMNATH, CO
CUMBERLAND MULTI-GEN	CUMBERLAND, ME

PUBLIC

COMMERCIAL STREET TRANS. STUDY	PORTLAND, ME
LIBBYTOWN PLAYSCAPE	PORTLAND, ME
PORTLAND DOWNTOWN SQUARE	PORTLAND, ME
BASALT POST SIGNAGE	BASALT, CO
TOWN WAYFINDING SIGNAGE	BASALT, CO
BAYSIDE ADAPTS MASTER PLAN	PORTLAND, ME
ARBANEY PARK MASTER PLAN	BASALT, CO
BASALT OUR TOWN	BASALT, CO
TIMNATH COMMUNITY PARK	TIMNATH, CO
PACTS SMART CORRIDOR STUDY	PORTLAND, ME
LIBBYTOWN VISIONING	PORTLAND, ME
BERTHOUD PARKS & OPEN SPACE PLAN	BERTHOUD, CO

REFERENCES

CAITLIN CAMERON

CITY OF PORTLAND, URBAN DESIGNER
207-874-8901
CCAMERON@PORTLANDMAINE.GOV

"In my capacity as Urban Designer for the City of Portland, I interacted with Aceto Landscape Architects (ALA) on the 100 Fore Street project where they demonstrated thoughtful and creative design strategies for a challenging urban site. Speaking from my experience working with a diversity of landscape and urban design professionals in Southern Maine, I found ALA to have an innovative approach that demonstrates a value for and understanding of the role of public space and urban landscape for the livability and resiliency of cities and towns." - Caitlin Cameron

BRUCE HYMAN

CITY OF PORTLAND, TRANSPORTATION PROGRAM MANAGER
207-874-8717
BHYMAN@PORTLANDMAINE.GOV

"Aceto Landscape Architecture's compelling graphics as part of the Portland-South Portland Smart Corridor Plan effort in 2017 enabled the public to readily visualize the benefits and trade-offs of various transportation alternatives being considered and highlighted the opportunities those alternatives could also have for placemaking, a key goal of the Plan." - Bruce Hyman

RICH CIECIUCH

PROJECT WORKSHOP
970-729-0126
RICH@PROJECT-WORKSHOP.COM

"ALA is a key design collaborator in our design build approach, helping to navigate complex approval issues, participating seamlessly in the iterative design process that succeeds best when site attribute identification and organization melds with building design concepts. They are excellent listeners and always come back with creative and unexpected solutions. Community and Neighbor impacts of any development must be carefully contemplated and negotiated to a successful outcome, and ALA has all the skills and experience to shape and illustrate how new projects relate to the existing fabric of community and neighborhoods." - Rich Ciecuch

DAN BACON

DEVELOPMENT DIRECTOR MR.HOLDINGS
207.232.5154
DBACON@MR.HOLDINGS

MARK RUDOLF

PRINCIPAL / OWNER VELLUM ARCHITECTS
970 618 1889
MARK@VELLUMAD.COM

JAY CHACE

PLANNING DIRECTOR, TOWN OF SCARBOROUGH
207-730-4042
JCHACE@SCARBOROUGHMAINE.ORG

TROY MOON

CITY OF PORTLAND SUSTAINABILITY COORDINATOR
THM@PORTLANDMAINE.GOV
207.756.8362



THE DOWNS | 510-ACRE MASTER PLAN & TOWN CENTER SCARBOROUGH ME

ALA has worked collaboratively with Gorrell Palmer Consulting Engineers along with a large team of consultants and stakeholders in developing a master plan for this 500+ acre former harness racing facility. The project was recently granted a TIF agreement based in large part on the attributes ALA visualized in their plans for the proposed Town Center which included a 4 acre community park with music venue, playground, and sport courts.

KEY STAFF SERVICES STATUS REFERENCE

Nick Aceto, Seth Kimball
Master Planning, Urban Design, Landscape Architecture, Visualization
Planned
Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org

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:

B. Va

DATE:

6/16/2020

PRINT NAME & TITLE:

Brian Eng, Principal

ADDRESS:

6 City Ctr. Fl 3

Portland, ME 04101

ZIP CODE

MEMORANDUM
City Council Agenda Item

FROM: Melissa
(Dan Mirabile)

DATE: December 1, 2020

SUBJECT: Order 141-20/21 Accepting an Easement Deed from Portland Water District for a Woodlawn Avenue Turnaround - Sponsored by Jon P. Jennings, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/21/2020

Final Action

Can action be taken at a later date: No

PRESENTATION:

I. SUMMARY

Public Works has received an easement deed from the Portland Water District to allow for constructing and maintaining a turnaround area for City vehicles such as packers and plow trucks at the end of Woodlawn Avenue.

II. AGENDA DESCRIPTION

The Department of Public Works is requesting the acceptance of an easement deed to allow for the construction and maintenance of a turnaround area for City vehicles at the end of Woodlawn Avenue.

This turnaround will allow for safer, more effective operation and delivery of City services by snow removal and emergency vehicles.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

City packers and plow trucks have been using a private driveway at the end of the street (179 Woodlawn Avenue) since there is no formal turnaround. This has resulted in claims against the City for damage to the driveway at 179 Woodlawn Avenue. This easement will allow Public Works to build, maintain and use a turnaround for City vehicles that is beyond the driveway on land of the Portland Water District.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

To accept this easement which will allow Public Works to build, maintain and use a turnaround for City vehicles at the end of Woodlawn Avenue.

V. FINANCIAL IMPACT

The financial impact will be the costs of constructing, maintaining and repairing the turnaround. There is no cost for the easement deed.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

The Public Works Department recommends acceptance of this easement deed.

VIII. LIST ATTACHMENTS

1. Accepting Woodlawn Ave. turnaround easement from PWD 12.21.2020
2. Easement Deed_Unrecorded 110620

Prepared by:

Melissa
(Dan Mirabile)
Date: 12/1/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING AN EASEMENT DEED
FROM THE PORTLAND WATER DISTRICT FOR
A TURNAROUND ON WOODLAWN AVENUE**

ORDERED, that the attached easement from Portland Water District for a turnaround on Woodlawn Avenue is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to record said documents in the Cumberland County Registry of Deeds.

EASEMENT DEED

This EASEMENT DEED is made as of the 5th day of NOVEMBER, 2020, by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation of Portland, County of Cumberland and State of Maine, whose mailing address is PO Box 3553, Portland, ME 04104-3553 (hereinafter referred to as the "Grantor") and the **CITY OF PORTLAND**, a body politic and corporate located in the County of Cumberland and State of Maine, with a mailing address of 389 Congress Street, Portland, ME 04101 (hereinafter referred to as the "Grantee").

WHEREAS the Grantor owns a twenty foot wide strip of land located at the terminus of Woodlawn Avenue, the land being a portion of the property conveyed to the Grantor by deed of Campus Realty Co. dated December 21, 1979 and recorded in the Cumberland County Registry of Deeds in Book 4548, Page 81; and

WHEREAS, the Grantee desires to construct and maintain a vehicle turnaround on a portion of that strip as described in Exhibit A attached hereto and made a part hereof and as shown on a plan entitled "PROPOSED TURNAROUND EASEMENT FOR WOODLAWN AVENUE NEAR MAJORS COURT" dated September 17, 2020 and attached hereto as Exhibit B and made a part hereof, that portion being hereinafter referred to as the "Property";

NOW THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to the Grantee, a non-exclusive easement over and across the Property to be used solely for the purpose of a vehicle turnaround.

Grantor reserves the right to use any surface or subsurface portions of the Property for any and all purposes as will not unreasonably interfere with the use of such easement by the Grantee for the purpose set forth herein; provided that no building or any kind of permanent above-ground structure, including but not limited to walls and fences, shall be erected within the Property by the Grantor. Without limiting the generality of the foregoing, Grantor reserves the rights: to install, maintain, replace and remove conduits and pipelines for conveying water, wastewater and/or storm water, with all the necessary fixtures and appurtenances, including electric or other energized control lines, within the Property; to make connections with the conduits or pipelines on land adjacent to the Property; to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of the Grantor, and the right to enter on the Property at any and all times for any of these purposes. Grantor, after performing any work within the Property, shall promptly restore the Property to substantially the same condition existing prior to each entry and performance of such work.

Grantor further reserves the right in common with the Grantee to enforce all restrictions relating to the easement granted herein as are contained in this Easement Deed. Grantee agrees to use its best efforts to enforce the restrictions contained herein.

The Grantee agrees to maintain a minimum of four feet of cover over the Grantee's existing water line located on the Property and to maintain a proper sign posting the turnaround as "no parking".

With regard to the easement granted herein, Grantor grants to the Grantee the right to trim, cut down and remove trees, bushes and other vegetation of all kinds, to remove debris and deposits of any kind and to pave, alter and regrade the Property to such extent as in the reasonable judgment of the Grantee is reasonably necessary or appropriate for the purpose set forth herein, and to enter upon the Property at any and all times for any of the foregoing purpose. Grantor further agrees to and understands that as part of the Grantee's use as a turnaround, Grantee may plow, move or place snow on the Property but shall not be obligated to do so.

Grantee agrees for itself and its successors and assigns to properly and professionally undertake all work permitted hereunder within the Property at its sole cost and expense and, following the completion of any work within the Property and the disturbance of the Property or any land adjacent thereto, to restore the Property and land adjacent thereto to its condition prior to undertaking of such work.

Without waiving any defenses or immunities available to it under the Maine Tort Claims Act or other applicable law, Grantee hereby agrees to indemnify and hold harmless the Grantor from and against any and all claims, damages, suits and liability ("Claims") to the extent such Claims result from Grantee's acts or omissions (including those of any employee or contractor of the Grantee) under this Easement.

The easement granted herein shall run with the land and be binding upon and shall inure to the benefit of Grantor and Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument and Grantee has caused this instrument to be executed as of the date first set forth above.

WITNESS:

PORTLAND WATER DISTRICT

Donna A. Libby

Carrie M. Lewis
Carrie M. Lewis – General Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

NVT
NOVEMBER
~~October~~ 5, 2020

Then personally appeared the above named Carrie M. Lewis and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of the Portland Water District.

Before me,

Norman V. Twaddel
~~Attorney at Law~~/Notary Public

NORMAN V. TWADDEL
Print Name

EXHIBIT A

A certain easement located at the end of Woodlawn Avenue in the City of Portland, Cumberland County, State of Maine, being more particularly bound and described as follows:

Beginning at the southeasterly end of the northeasterly street line of Woodlawn Avenue as it was accepted by order of the Portland City Council on May 17, 1926 (City Clerk's Records Volume 52 Page 374). Said Point of Beginning also being on the northwesterly boundary line of land now or formerly of Portland Water District as described in Book 4548 Page 81, as well as being the southeasterly corner of land now or formerly of Elizabeth R. and Anna Sommo as described in Book 34633 Page 59;

Thence N 34° 23' 44" E twenty and zero hundredths feet (20.00') along lands of said Portland Water District and said Sommo to a point;

Thence S 55° 36' 16" E twenty and zero hundredths feet (20.00') across said land of Portland Water District to the southeasterly boundary line of said Portland Water District's land. Said boundary line also being the northwesterly boundary line of the Radcliffe Glen Condominium as shown in Plan Book 202 Pages 518 and 667;

Thence S 34° 23' 44" W ninety and ninety-seven hundredths feet (90.97') along lands of said Portland Water District and said Radcliffe Glen Condominium to a point;

Thence N 55° 36' 16" W twenty and zero hundredths feet (20.00') across said land of Portland Water District to said northwesterly boundary line of said Portland Water District. Said boundary line also being the southeasterly boundary line of land now or formerly of John B. and Joan A Vance as described in Book 6669 Page 323;

Thence N 34° 23' 44" E twenty and zero hundredths feet (20.00') along lands of said Portland Water District and said Vance to the southeasterly end of the southwesterly street line of said Woodlawn Avenue;

Thence continuing N 34° 23' 44" E fifty and ninety-seven hundredths feet (50.97') along the southeasterly end of said Woodlawn Avenue and along said northwesterly boundary line of said land of Portland Water District to said southeasterly end of said northeasterly street line of said Woodlawn Avenue and the Point of Beginning.

Said easement having an area of 1819 square feet, more or less.

Bearings are based on Grid North. Reference is made to the accompanying Exhibit Plan.

All book and page numbers are referenced to the Cumberland County Registry of Deeds.

Said easement being for the purpose of allowing the City of Portland to construct, maintain and use a turnaround for motor vehicles off the end of said Woodlawn Avenue.

Description by:

William G. Scott, PLS
City of Portland
Department of Public Works

Page 164

MEMORANDUM
City Council Agenda Item

FROM: William Needelman
DATE: December 2, 2020
SUBJECT: Order 142-20/21 Approving the Transfer of Ownership of Artifacts to the Maine Maritime Museum - Sponsored by Jon P. Jennings, City Manager
SPONSOR: Jon P. Jennings, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/21/2020

Final Action 12/21/2020

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: Bill Needelman will answer questions if needed.

I. SUMMARY

City staff is recommending transfer of ownership of certain marine artifact to the Maine Maritime Museum (MMM) in Bath Maine, as requested by the Museum.

II. AGENDA DESCRIPTION

The Maine Maritime Museum (MMM) in Bath, Maine is requesting that the City of Portland transfer ownership of certain marine artifacts to the Museum. All of the requested items have been on loan to the MMM since 2011 by mutual agreement. None of the items are included within the City's Public Art Collection.

The items include physical pieces of the U.S.S. Portland (CA-33) naval uniforms from the ship's service in World War II, a mounted Key to the City presented to the ship's crew, a trophy from a soccer game with the crew of the cruise ship Queen Elizabeth II, and ephemera from the maiden visit of the cruise ship Queen Mary II to Portland in 2004.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Working with the Corporation Counsel's office in 2011, the Maine Maritime Museum took possession of 6 items related to the Naval vessel USS Portland (CA-33): a framed photo of the vessel, a sextant, a cleat, a uniform, a compass, and a mounted Key to the City of Portland. Two additional items loaned to MMM relate to maiden visits from the Cunard cruise ships the Queen Elizabeth II and the Queen Mary II in the early 2000s.

Also listed on the loan exhibit are a ship's wheel from the USS Portland, and a cannon purported to come from the HMS Boxer. The cannon had been on long-term loan to the City from the Maine Historical Society but has never been owned by the City.

All of the items above have been in the care of the MMM since 2011 or 2012. Documents detailing the loan and transfer of material to the Museum are attached.

Kelly Page, Collections & Library Services Manager at MMM, reached out the City Manager requesting consideration of transferring ownership of the material to the Museum. City staff conferred and recommended to the City Manager that MMM was an appropriate steward of the material to ensure their long-term care and contextual display to the public.

The cannon listed on the loan exhibit had spent decades on display in the City Hall rotunda but is owned by the Maine Historical Society. This action by the Council will have no effect on the MMM stewardship of the cannon. City staff and Maine Historical Society leadership agree that long-term plans for the cannon are best addressed between MMM and Maine Historical Society directly.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Transferring ownership of the artifacts will ensure their long-term stewardship, preservation, and opportunity for public display. The Maine Maritime Museum is uniquely suited to provide the academic and historical context for the items, which is especially important for military material. The USS Portland is a military vessel with a distinguished record of service in the South Pacific theater of WWII. A museum setting provides the best opportunity to tell its story to the public and to provide access to the material to scholars in the future.

This transaction additionally provides opportunity to clarify the Maine Historical Society's ownership of the Boxer cannon as noted above.

The City will retain the largest and most significant remnant of the USS Portland – the steel communication mast, which is mounted in Fort Allen Park on the Eastern Prom, where it will remain.

V. FINANCIAL IMPACT

None. Long-term care of the items may require future conservation expenses if they were to remain in City care.

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute documents necessary to transfer ownership of the listed items to the Maine Maritime Museum along with such indemnification as may be required by City Corporation Counsel.

VIII. LIST ATTACHMENTS

1. Order Transferring Ownership of Artifacts to Maine Maritime Museum 12.21.2020
2. Maine Maritime Museum_Loan of Artifacts_01.11.2012
3. Portland Loan, items exhibit

Prepared by:

William Needelman

Date: 12/2/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE TRANSFER OF OWNERSHIP OF
ARTIFACTS TO THE MAINE MARITIME MUSEUM**

ORDERED, that the City hereby transfers ownership to the Maine Maritime Museum in Bath, Maine of the following artifacts, which are all now held at Maine Maritime Museum on loan:

- Ship's wheel on stand, from U.S.S. Portland;
- Bronze cleat from U.S.S. Portland, mounted on base;
- Sextant from U.S.S. Portland;
- Wet compass from U.S.S. Portland;
- Key to the City of Portland, mounted on board, presented to crew of U.S.S. Portland;
- Third class machinist's mate uniform shirt;
- Pants from third class machinist's mate uniform;
- Framed photograph of U.S.S. Portland;
- The Portland Cup, Queen Elizabeth II related soccer trophy; and
- Framed ephemera celebrating Queen Elizabeth II's arrival in Portland in 2004; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager to execute any related documents necessary or convenient to carry out the intent of this order.

LOAN OF ARTIFACTS AGREEMENT

This document constitutes an Agreement between the City of Portland, a municipal corporation located at 389 Congress Street, Portland, Maine (hereinafter the "City") and the Maine Maritime Museum, a Maine non-profit corporation located at **243 Washington St, Bath, ME 04530** (hereinafter "the Borrower"), relating to the loan of certain artifacts described in Appendix A of this agreement (hereinafter, "the Loaned Property").

I. List of Loaned Property

The City hereby loans to the borrower for the purposes herein the artifacts listed in Appendix A.

II. Acceptance of Loaned Property

The Borrower agrees to accept the Loaned Property on an "as is, where is" basis at the time this Agreement comes into effect. The Borrower also agrees to be responsible for all arrangements and costs associated with the movement of the Loaned Property. The Borrower shall, at no cost to the City, arrange and pay for disassembly, packing, crating, transportation and other actions as necessary for the safe and careful movement of the Loaned Property to the Borrower's facility and, upon termination of this Agreement, movement of the Loaned Property back to a location designated at the time by the City. Such methods of disassembly, packing, crating and transportation will be subject to prior approval by the City.

III. Use of Loaned Property

The Borrower agrees to use the Loaned Property for public display and ceremonies (per paragraph VII below) and for no other purposes.

IV. Period of Loan

This loan shall commence on **December 1, 2011** and may be terminated at the request of either party alone upon no less than sixty (60) days' prior written notice.

V. Maintenance of Loaned Property

The Borrower shall use the Loaned Property in a careful and prudent manner, safekeeping it and maintaining it in a clean condition. The Borrower also shall make such repairs, upon approval of the City, to the Loaned Property as are necessary to maintain it in at least the condition it was in when accepted by the Borrower. Costs incident to such maintenance, repair, care and upkeep shall be borne by the Borrower.

VI. Record of Maintenance

The Borrower will prepare and maintain detailed records of any and all maintenance, preservation and restoration work accomplished. An annual report on the condition of Loaned Property shall be submitted not later than January 31 of each year to City Manager, 389 Congress Street, Portland, ME 04101.

VII. Location of Loaned Property

The Borrower shall not use the Loaned Property at locations other than **Maine Maritime Museum, 243 Washington St, Bath, ME**, without prior approval of the City.

VIII. Return of Loaned Property

The Borrower shall return the Loaned Property to the City in at least the same condition as when accepted and shall be liable for any loss of or damage to the Loaned Property while in its possession or that of its agents. The borrower shall return the Loaned Property to the City promptly upon any termination of the loan period as set forth in Section IV. Prior to such return by the Borrower, effective notice shall be given to the City. Upon receipt of effective notice the City promptly shall provide disposition instructions to the Borrower. The Borrower shall remain responsible for the Loaned Property following termination of the Agreement until the property is received back by the City.

IX. Indemnification

The Borrower shall indemnify and hold harmless the City, its officers, agents and employees for any and all claims for loss or damage to property or bodily injury to, or death of, persons arising out of, or in connection with, the Borrower's possession and use of the Loaned Property, including preparation for and actual shipment.

X. Insurance

The Borrower will insure the artifacts loaned hereunder under the Museum's fine arts wall-to-wall policy at Borrower's expense. Insurance coverage is provided at a value equal to Fair Market Value at the time of any loss.

Borrower shall maintain general liability insurance in the minimum amount of \$400,000.00 throughout the term of this agreement.

XI. Inspection

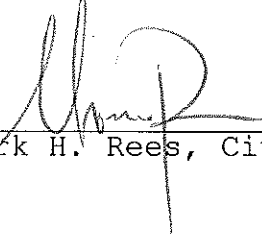
The Borrower agrees to allow the City reasonable, prompt access to the Borrower's facility upon notice given for the

purpose of inspecting the Loaned Property and records pertinent thereto.

XII. Title to Loaned Property

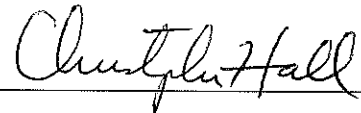
Full ownership of and title to the Loaned Property shall remain with the City.

CITY OF PORTLAND ME



Mark H. Rees, City Manager

MAINE MARITIME MUSEUM



CHRIS HALL CURATOR of EXHIBITS

Print name and title

Date: January 11, 2012

Date: Dec 29, 2011

Finance Director

O:\Contract\ELB\Maine Maritime Museum Loan of USS Portland Artifacts
amend_1

ELB
BB

APPENDIX A

<u>Item</u>	<u>Description</u>
1.	Framed photograph of USS Portland (CA-33)
2.	Compass
3.	Sextant
4.	Cleat
5.	Uniform
6.	Key to City
7.	Portland Cup Trophy (for soccer games with QE2 crew team)
8.	Small framed piece of ephemera relating to arrival and celebration of the Queen Mary 2 at Portland, October 2004

Total Number of Pieces: 8

Elizabeth Boynton - Fwd: Re: Other USS Portland Loan (non-silver items) for MMM exhibit

From: Ellen Sanborn
To: Elizabeth Boynton
Date: 1/5/2012 1:10 PM
Subject: Fwd: Re: Other USS Portland Loan (non-silver items) for MMM exhibit

All this just needs to be included in our permanent file with our copy of the contract.

>>> Elizabeth Boynton 1/5/2012 1:07 PM >>>

here's everything I know about this issue - see attached e-mail from Gary. This agreement only covers the City owned artifacts that were down at the MSP building; not the Navy owned artifacts. Apparently there was a letter from Mark to the Navy about their artifacts, but I don't have it. I think Maine Maritime Museum and the Navy did a separate agreement for those. All of the city owned artifacts had been sent up to MMM and put on exhibit in early December. If you need more info, I think Gary may be the person to ask.

Elizabeth Boynton - Re: Other USS Portland Loan (non-silver items) for MMM exhibit

From: Gary Wood
To: Elizabeth Boynton
Date: 12/7/2011 3:53 PM
Subject: Re: Other USS Portland Loan (non-silver items) for MMM exhibit

have we been able to get this done..they need our stuff asap for the exhibit

>>> Elizabeth Boynton 11/29/2011 6:24 PM >>>

Here's an adaptation of the Navy agreement. I'm not sure how valuable these City artifacts are or whether we need the insurance and indemnification provisions, but I thought I would leave them in for them. We might want them to have them include them in whatever umbrella property insurance they have.

>>> Gary Wood 11/29/2011 5:41 PM >>>

yes

>>> Elizabeth Boynton 11/29/2011 2:29 PM >>>

So the Navy and MMM will have whatever agreement they want, but wouldn't we want an agreement for the non-Navy goods?

>>> Gary Wood 11/29/2011 2:01 PM >>>

no

I'll look at it and send it up to MMMuseum

Mark Rees released the silver from our possession in a letter to the Navy who plans to assign it to the museum

>>> Elizabeth Boynton 11/29/2011 12:51 PM >>>

Have you reviewed the agreement we signed with the Navy when we got the US silver? It's attached. I would think we would want something similar with MMM. Also, has this Navy agreement been ended?

>>> Gary Wood 11/29/2011 11:52 AM >>>

you are good to go as far as the City is concerned

I will forward you a signed letter to the Navy from the City Manager

if you have a standard loan agreement for the non-silver artifacts from the city's collection please send it to me and I will get it signed by the manager

our thought was for the museum to keep those artifacts subject to a written request to return them to the city if that works for you

please feel free to set up immediate transportation of all the stuff with Bob Leeman...if we get these second document signed later it is no big deal

>>> "Chris Hall" <hall@maritimeme.org> 11/28/2011 4:43 PM >>>

Gary - Can you update on the progress/status of the exhibit loan by the City to Maine Maritime Museum of the non-silver USS Portland artifacts (compass, sextant, steering wheel, etc.). If we are to use these in the exhibit, I will need to be able to receive them by Friday Dec. 9.

Thanks,

Chris

Christopher G. Hall
Curator of Exhibits
hall@maritimeme.org

Maine Maritime Museum
www.mainemaritimemuseum.org
243 Washington St.
Bath, ME 04530
207 443-1316 x.326

sign up for the Museum's enewsletter about upcoming exhibits and programs:
[Maine Maritime Museum: E-Newsletters](#)

Elizabeth Boynton - Fwd: Re: Other USS Portland Loan (non-silver items) for MMM exhibit

From: Gary Wood
To: Elizabeth Boynton
Date: 12/7/2011 4:03 PM
Subject: Fwd: Re: Other USS Portland Loan (non-silver items) for MMM exhibit

send the agreement to Chris Hall
see below

>>> Gary Wood 11/29/2011 11:52 AM >>>

you are good to go as far as the City is concerned

I will forward you a signed letter to the Navy from the City Manager

if you have a standard loan agreement for the non -silver artifacts from the city's collection please send it to me
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Thanks,
Chris

Christopher G. Hall
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sign up for the Museum's enewsletter about upcoming exhibits and programs:
[Maine Maritime Museum: E-Newsletters](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Bath 5 Chandler Drive PO Box 769 Bath ME 04530		CONTACT NAME: Claudette Turcotte PHONE (A/C No. Ext.): (207) 443-3336 FAX (A/C No.): (207) 443-2521 E-MAIL ADDRESS: cturcotte@crossagency.com	
INSURED Maine Maritime Museum 243 Washington St Bath ME 04530		INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay Ins Co NAIC # 22306 INSURER B: Allmerica Financial Benefit 41840 INSURER C: Maine Employers Mutual Ins Co 11149 INSURER D: Peerless Insurance Company 24198 INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL1112657805**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR		ZDP8898527	11/1/2011	11/1/2012	MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS		AWP8903644	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 500,000
C	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTION \$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	1810070890	11/1/2011	11/1/2012	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
			IM8882708	11/1/2011	11/1/2012	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Refer to policy for exclusionary endorsements and special provisions. 30 days notice of cancellation for workers compensation

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER liz@portlandmaine.gov City of Portland 389 Congress Street Portland, ME 04101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C Turcotte/CNT <i>Claudette Turcotte</i>
---	---

Object ID Begins with "LI2011.18"

09/16/2020

Matches 11

Catalog / Objectid / Objname	Description	Creator	Home Location	
O LI2011.18.01 Wheel, Watercraft Steering	Ship's wheel on stand, U. S. S. Portland, CA-33		B13	160 END
				
O LI2011.18.02 Cleat	Bronze cleat from U. S. S. Portland, CA-33, mounted on base.		B13	Loans
				
O LI2011.18.03 Sextant	Sextant from U. S. S. Portland, CA-33		B13	Loans
O LI2011.18.04 Compass	Wet compass from U. S. S. Portland, CA-33		B13	Loans
				

Catalog / Objectid / Objname	Description	Creator	Home Location	
O LI2011.18.05 Plaque	Key to the City of Portland, mounted on board. Pesented to crew of USS Portland CA-33		B13	Loans
				
O LI2011.18.06a Shirt	Third class machinist's mate uniform shirt		B13	Loans
O LI2011.18.06b Pants	Pants for third-class machinist mate uniform.		B13	Loans
O LI2011.18.07 Photograph	Framed photo of USS Portland CA-33		B13	Loans
				
O LI2011.18.08 Trophy	The Portland Cup - Queen Elizabeth II related soccer trophy		B13	Loans
				

Catalog / Objectid / Objname	Description	Creator	Home Location	
O LI2011.18.09 Ephemera	Framed ephemera celebrating Queen Mary II's arrival in Portland in 2004		B13	Loans
O LI2011.18.10 Cannon	Cannon from HMS Boxer, British vessel defeated in War of 1812 naval battle off the coast of Maine by USS Enterprise		B120	

Total Items:11

MEMORANDUM
City Council Agenda Item

FROM:

DATE: December 7, 2020

SUBJECT: Order 143-20/21 Authorizing Annual Wage Increase for Corporation Counsel -
Sponsored by Kate Snyder, Mayor

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No (If no why not?)

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

I. SUMMARY

II. AGENDA DESCRIPTION

Approval is needed to grant Corporation Counsel salary adjustments.

These adjustments will provide a 3% Annual Increase retroactive to January 23, 2019, as well as a second 3% Annual Increase retroactive to January 23, 2020. These increases will result in retroactive pay totaling \$11,800.95, as well as a current salary of \$148,473.00.

The City Council discussed performance evaluations of Corporation Counsel in an executive session on November 19, 2020. This request reflects the outcome of those evaluations. Performance evaluations were not done for either Corporation Counsel or the City Clerk during the two previous years. In addition, they did not receive annual increases, while other non-union employees (including department heads) received annual 3% increases automatically.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Salary Increase for Corporation Counsel 12.21.2020

Prepared by:

Date: 12/7/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AUTHORIZING SALARY INCREASE
FOR CORPORATION COUNSEL**

ORDERED, that a Three (3) Percent wage increase is hereby approved retroactive to January 23, 2019 and a second Three (3) Percent wage increase retroactive to January 23, 2020 for Corporation Counsel is hereby approved.

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING AND APPROPRIATING AN ANONYMOUS
\$5,000 DONATION FOR THOSE IN NEED**

ORDERED, that an anonymous donation in the amount of \$5,000 is hereby accepted and that amount appropriated for distribution by the Police Department to those in need; and

BE IT FURTHER ORDERED, that the City Manager or his or her designee is hereby authorized to execute the Grant Agreement in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of this order; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and allow the money to be given away during the holidays.

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: December 3, 2020

SUBJECT: Order 145-20/21 Accepting and Appropriating \$10,000 Grant from Catholic Charities of Maine - Sponsored by Jon P. Jennings, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/21/2020

Final Action 12/21/2020

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: Greg Mitchell will answer questions if needed.

I. SUMMARY

City staff is recommending the City Council authorize acceptance and appropriation of a \$10,000 grant from Catholic Charities of Maine for use by the Housing and Economic Development Department Office of Economic Opportunity (OEO) to enhance access to entrepreneurship options for limited English proficient and immigrant populations through training and customized technical assistance.

II. AGENDA DESCRIPTION

The Housing & Economic Development Department is requesting that the City Council accept and appropriate a \$10,000 grant from Catholic Charities of Maine for use in enhancing access to entrepreneurship options for limited English proficient and immigrant populations through training and customized technical assistance.

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

III. BACKGROUND

OEO learned of this \$10,000 grant opportunity from Catholic Charities of Maine for use to enhance access to entrepreneurship options for limited English proficient and immigrant populations through training and customized technical assistance.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to assist the City in funding OEO's initiative to enhance access to entrepreneurship options for limited English proficient and immigrant populations through training and customized technical assistance.

V. FINANCIAL IMPACT

None.

VI. STAFF ANALYSIS AND BACKGROUND

N/A

VII. RECOMMENDATION

Staff recommends the City Council approve the requested actions.

VIII. LIST ATTACHMENTS

1. Order Catholic Charities Grant for Immigrant Services 12.21.2020
2. MOU Executed 10-1-2020

Prepared by:

Greg Mitchell, Director

Date: 12/3/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING AND APPROPRIATING A \$10,000 GRANT FROM
CATHOLIC CHARITIES OF MAINE**

ORDERED, that a grant in the amount of \$10,000 from the Catholic Charities of Maine is hereby accepted and that amount appropriated for enhanced entrepreneurship options for limited English proficient and immigrant populations as set forth in the grant memorandum of agreement attached hereto; and

BE IT FURTHER ORDERED, that the City Manager or his or her designee is hereby authorized to execute the Grant Agreement in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of this order.

MEMORANDUM OF UNDERSTANDING

Between

Office of Maine Refugee Services Catholic Charities Maine (hereafter OMRS CCM), the City of Portland's Office of Economic Opportunity (hereafter COP OEO), and the City of Portland's Housing and Economic Development Department (hereafter COP HEDD)

WHEREAS, the COP OEO and COP HEDD will collaborate with OMRS CCM to implement the Immigrant Entrepreneur Technical Assistance Continuum Project. This continuum-based model will support immigrant owned or operated start-ups and those already in business with key technical assistance, seed funding, and resource sharing to ensure the longevity of their business' investment within the City of Portland.

WHEREAS, the Immigrant Entrepreneur Technical Assistance Continuum Project will be comprised of two program components: 1) *How to Start a Business in the United States*; 2) *Hungry for Success: A Community Building Initiative*.

WHEREAS, *How to Start a Business in the United States* is a training course consisting of three (3), two (2)-hour workshop sessions, designed for immigrant entrepreneurs with mid-to-high level English language proficiency. The training course would engage with entrepreneurs who have not started a business but would like to learn key aspects of how to start a business in the United States. The City of Portland will secure a series of key speakers in the lending, business planning, book-keeping and marketing sectors to ensure a comprehensive and foundational understanding of how to start a business in Portland, ME. In addition, the City of Portland will engage with key foreign-born business leaders who will offer their expertise and lessons learned with the cohort.

WHEREAS, *Hungry for Success: A Community Building Initiative* would match expert advisors, from within Portland's successful and renowned restaurants, to provide technical assistance to 5-8 restaurants owned by one or more of Portland's racial or immigrant minorities in need of simple and effective improvements to transition owners and staff toward financial stability. The initiative would include two workshops, specifically tailored to the restaurant industry to learn important considerations in marketing, customer service, book-keeping and other key areas informed by some of Portland's community lenders. Participating restaurants would be able to work one-on-one with other restaurant leaders in Portland to assess key areas of need and most prosperous investment areas in their own establishments. Participating restaurants who complete all module requirements would be eligible for a \$500 grant to support expansion in key areas, as described in their final proposal presented to and approved by key mentor restaurants.

Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

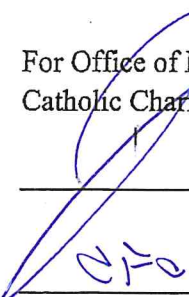
1) OMRS CCM will:

- a. Act as funder for the coordination and facilitation of *How to Start a Business in the United States*, for a total of \$5,000.00.
- b. Act as funder for the coordination and facilitation of *Hungry for Success: A Community Building Initiative*, for a total of \$5,000.00.
- c. Upon receipt of invoice, pay the Contractor the total amount of \$5,000.00 for *How to Start a Business in the United States* as described in this MOU within 30 days of presentation of an invoice to OMRS CCM.
- d. Upon receipt of invoice, pay the Contractor the maximum amount of \$5,000.00 for *Hungry for Success: A Community Building Initiative* as described in this MOU, within 30 days of presentation of an invoice to OMRS CCM.
- e. Support the outreach and community engagement conducted by the COP OEO and COP HEDD to promote the Immigrant Entrepreneur Technical Assistance Continuum Project, as needed.

2) The COP OEO and COP HEDD will:

- a. Conduct outreach and community engagement to promote the Immigrant Entrepreneur Technical Assistance Continuum Project
- b. Identify co-hosts for the Immigrant Entrepreneur Technical Assistance Continuum Project and confirm relevant logistics to complete each session.
- c. Coordinate to identify and confirm dates for the conversation sessions and facilitate the Immigrant Entrepreneur Technical Assistance Continuum Project during the term of this MOU.
- d. Submit invoices and any other approved vendor invoices, W-9, and other requested forms to OMRS CCM in a timely manner.
- e. Submit a short report to OMRS CCM regarding project objectives and outcomes in a timely manner.

For Office of Maine Refugee Services
Catholic Charities Maine



Signature

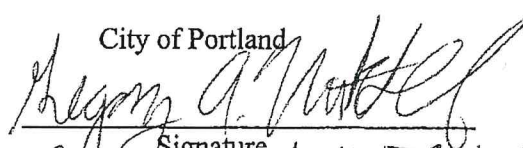
CFO

Name & Title

10/1/2020

Date

City of Portland



Signature

GREGORY A. MITCHELL
ECONOMIC DEV. DIRECTOR

Name & Title

9-30-2020

Date

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: CONGREGATE CARE IN B-3 ZONE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Chapter 14, Article 3 - Definitions, and Article 6 -
Uses, Table 6-C, are hereby amended to read as follows, on the
following pages:*

subject to tidal action during the highest tide level for the year in which an activity is proposed as identified in tide tables published by the National Ocean Service. Coastal wetlands may include portions of coastal sand dunes.

Commercial vessel. Any watercraft used principally in a business or trade, including common carriers of passenger or freight, whether for governmental, nonprofit, or emergency purposes, but not including pleasure craft used principally for recreational purposes.

Common areas. Portions of a lodging house which are available for use by all residents of the lodging house. Common areas shall include, but are not limited to, one or more of the following: kitchens, living rooms, recreation rooms, improved basements, and finished porches. Bathrooms, stairways, hallways, and storage areas shall not be counted as common areas.

Communication studio. A commercial or public communication facility, including radio and television broadcasting and receiving stations and studios.

Community hall. A building or portion of a building used for social, recreational, artistic, civic, or educational community functions. Such a facility would be open to the public for such functions, which, for example, could include but not be limited to performances, dance, exhibitions, cultural exchange, training programs and workshops, neighborhood meetings, or gatherings. As part of these functions and activities, it shall be permissible to serve food, subject to other applicable codes and ordinances.

Condominium. Any interest in real estate created pursuant to the Unit Ownership Act, 33 M.R.S. § 560 et seq., or its equivalent, as it may from time to time be amended.

Congregate care facility. A residential development ~~which provides intended to facilitate aging in place that includes~~ individual ~~living or~~ dwelling units with support services which provide assistance to residents. ~~The population of a congregate care facility shall consist of persons 55 years of age or older and their spouses. A congregate care facility may also accommodate the needs of persons with disabilities and their spouses that are younger than 55 years of age, provided the majority of the residents are 55 years of age or older.~~ Services to be provided shall include the following:

- A. Transportation for essential support activities: ~~This service shall be included in the base rent;~~
 - B. Provision of at least one meal per day;
 - C. Programmed social activities which are facilitated by staff. ~~This service shall be included in the base rent;~~
 - D. Provision of personal care services including, but not limited to, housekeeping, laundry, and minimal health monitoring; ~~and~~
 - E. Installation of emergency call buttons or systems in each ~~congregate care living~~ unit.
- ~~The population of a congregate care facility shall consist of persons 55 years of age or older and their spouses and/or disabled persons and their spouses.~~

Correctional pre-release facility. A facility housing up to 12 persons, plus staff, serving a primary clientele of persons in correctional pre-release programs.

TABLE 6-C: PERMITTED AND CONDITIONAL USES IN MIXED-USE ZONES

		B-1/B-1b	B-2/B-2b/B-2c	B-3/B-3-b/B-3c ¹¹	B-4	B-5/B-5b	B-6	B-7	Use Standards
Residential	Single-family dwellings	●	●	●		●	●	●	
	Two-family dwellings	●	●	●		●	●	●	
	Multi-family dwellings	● ¹	●	●		●	●	●	
	Handicapped family units			●		●	●	●	
	Combined living/working spaces	●	●	●		●	●	●	
	<u>Congregate care facilities</u>			●					
Institutional	Lodging houses	● ²	●	●	●	●		●	6.4.9
	Clinics	● ²	●	●		●		●	
	Cultural facilities			●		●	●	●	
	Elementary, middle, and secondary schools	● ²	●	●		●	●	●	
	Emergency shelters			○	○	○			6.5.6(B)
	Governmental uses	● ²	●	●	●	●		●	
	Intermediate care facilities		●	●					
	Long-term and extended care facilities		●						
	Places of assembly (< 10,000 SF)	● ²	●	●	●	●	●	●	
	Places of assembly (> 10,000 SF)		●	●	●	●	●	●	
	Preschool facilities	● ²	●	●	●	●	●	●	
	Post-secondary schools		●	●	●	●	●	●	
	Adult business establishments		● ³	● ³					6.4.2
	Auto, boat, and related dealerships		○		●				6.5.6(A)
	Auto service stations		○ ⁴		●	●			6.5.6(A)
Commercial /Service	Bars		● ⁵	● ⁵	●	●	●	●	6.4.3
	Bed and breakfasts	●	●	●				●	6.4.4
	Exhibition, meeting, and convention halls			●		●	○	●	
	Funeral homes		●		●				
	General offices (<5,000 SF)	● ²	●	●	●	●	●	●	6.4.6
	General offices (>5,000 SF)		●	●	●	●	●	●	
	General services (<5,000 SF)	● ²	●	●	●	●	●	●	6.4.6
	General services (>5,000 SF)		●	●	●	●	●	●	
	Hostels	●		●		●		●	6.4.6, 6.4.8
	Hotels		●	●	●	●	● ¹³	●	
	Marijuana retail store		●/○ ⁶	●	●			●	6.4.10
	Recreation and amusement centers				●	●		●	
	Registered marijuana dispensary		●/○ ⁶	●	●			●	6.4.10
	Restaurants	● ²	●	●	●	●	●	●	6.4.3, 6.4.6
	Retail (< 5,000 SF)	● ²	●	●	●	●	●	●	6.4.6, 6.4.15
	Retail (5,000 – 25,000 SF)		●	●	●	●	●	●	6.4.15



PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

Zoning Text Amendments: Congregate Care Facility Definition & Addition of Congregate Care and Intermediate Care Facilities to the B-3 Downtown Business Zone
385 Congress Street
Portland Opportunity Fund LLC, Applicant

Submitted to: Mayor Snyder & the City Council
From: Chair Mazer & the Portland Planning Board
Council Meeting Date: December 21, 2020

Prepared by: Planning Staff
Date: December 8, 2020



Context of the B-3 and B-3c zones. 385 Congress Street is highlighted in teal

I. INTRODUCTION AND PROJECT SUMMARY

Portland Opportunity Fund LLC seeks zoning text amendments (**Attachment 1**) adding Congregate Care facilities and Intermediate Care facilities as permitted uses to the B-3 zone (as well as the B-3b and B-3c zones, which share the same list of permitted uses). These amendments would also modify the definition of Congregate Care facilities within the Land Use Code. The proposed definition emphasizes the intention of facilitating aging-in-place, clarifies existing

language, and addresses a concern with the previous definition expressed by the City Council when the proposal was initially brought to them for consideration. The proposed zoning text amendments would facilitate the development (**Attachment 2**) of an elderly housing complex that would consist of a Congregate Care facility (independent living apartments) and an Intermediate Care facility that will be comprised of assisted living units and a memory care facility at 385 Congress Street, which is zoned B-3 Downtown Business.

The review of this proposed text change did not include site plan considerations. If the City Council approves the proposed text changes, the applicant may follow with a Master Development Plan and / or Major Site Plan for their broader development intentions. The proposed change, as a text change to the B-3 zone, would impact the zone in its entirety and not only a future project from the applicant. Accordingly, the Planning Board considered the change from the perspective of whether Congregate and Intermediate Care were appropriate uses for the B-3 overall.

II. ZONING ANALYSIS

Both *congregate care facility* and *intermediate care facility* are currently defined in the Land Use Code; only the definition of congregate care facility is proposed to change as part of this proposal, with intermediate care facility remaining as-is. The existing definitions are as follows:

Congregate care facility:

“A residential development which provides individual living or dwelling units with support services which provide assistance to residents. Services to be provided shall include the following:

- A. Transportation for essential support activities. This service shall be included in the base rent;
- B. Provision of at least one meal per day.
- C. Programmed social activities which are facilitated by staff. This service shall be included in the base rent.
- D. Provision of personal care services including, but not limited to, housekeeping, laundry, and minimal health monitoring.
- E. Installation of emergency call buttons or systems in each congregate care living unit.

The population of a congregate care facility shall consist of persons 55 years of age or older and their spouses and/or disabled persons and their spouses.”

Intermediate care facility:

“A facility which provides, on a regular basis, health-related care and services for more than 13 individuals who do not require the degree of care and treatment which a hospital or extended care facility is designed to provide but who, because of their mental or physical condition, require such care and services above the level of room and board. Said facility must be licensed as a board care, residential care facility or equivalent pursuant to the regulations promulgated by the State of Maine Department of Health and Human Services.”

Two points within the Land Use Code’s purpose statement for the B-3 zones are particularly relevant to the proposed change: “*encourage increased housing opportunity downtown for a diverse residential population,*” and “*reinforce the role of the downtown as a meeting place for community residents and visitors alike from all walks of life and all socio economic groups.*”

Many other uses, including multifamily housing, are currently permitted in the B-3 Downtown Business zone, including:

Residential:

- Attached single-family, two-family, and multifamily dwellings
- Handicapped family units
- Lodging houses
- Combined living / working spaces

Business:

- General and business offices
- Professional offices
- Personal services
- Offices of building tradesmen
- Retail establishments
- Restaurants
- Drinking establishments
- Billiard parlors
- Miscellaneous repair services
- Communication studios
- Health clubs and gymnasiums
- Theaters, performance, and exhibition halls
- Convention and meeting facilities
- Hotels
- Business services
- Parking garages
- Galleries
- Registered dispensary
- Marijuana retail store
- Small-scale marijuana caregiver

Institutions:

- Museums
- Schools
- Clinics
- Places of assembly
- College, university, trade school
- Nursery schools and day care facilities
- Governmental offices

Other:

- County and municipal uses
- Studios for artists and craftspeople
- Printing, publishing, related manufacture
- Bed and breakfast
- Hostels
- Wind energy systems

Congregate Care facilities are currently only permitted in the R-5A residential zone, which is only mapped at a location proximate to Stevens Avenue and Walton Street in the Deering neighborhood. In 2015, Congregate Care facilities were added as a permitted use in that zone in connection with a modification to the definition of Congregate Care to facilitate development at and around the Motherhouse property, which is part of the larger Stevens Square at Baxter Woods development. Intermediate Care facilities are permitted, with restrictions, in the I-M, I-Ma, and I-Mb moderate impact industrial zones, and are conditional uses in R-1, R-2, R-3, R-5, R-6, and R-6A residential

zones.



Context of 385 Congress Street, which is outlined in teal.

III. RESPONSE TO COUNCIL DIRECTION

The City Council initially reviewed a proposal to add Congregate Care as a permitted use in the B-3 Zone on June 1/June 15, 2020, and had some concerns with the current use definition, particularly the possibility that it would unintentionally permit sheltered care group homes or related, non-age-specific uses in the B-3 zone. Acknowledging shelter care group homes and other accommodations for those in need of distinct services were absolutely valuable and needed uses in the city, the emphasis of the deliberation was ensuring that Congregate Care was distinct and clear in its wording, and that the range of establishments that could result from the change could be better gauged. Council was generally supportive of a change to allow Congregate Care facilities, but directed staff to work on clarifying changes to the definition.

The Congregate Care definition includes provisions for housing with services for people 55 years and older or their spouses (so as not to bar a younger spouse of someone 55+) or disabled persons. If the purpose of the definition is to define a type of housing for seniors, which Congregate Care generally is, the definition as worded is muddled. In

Planning staff's assessment of similar definitions around the US, the use is typically, explicitly for senior living. As a way to clarify the purpose of this use, language about the intent of Congregate Care being to foster aging-in-place was added, and parameters for the total share of non-55 years+ residents was added (*A Congregate Care facility may also accommodate the needs of persons with disabilities and their spouses that are younger than 55 years of age, provided the majority of the residents are 55 years of age or older*), so that the resulting balance of the population remains faithful to its intended purpose, but these facilitates may still accommodates those of any age with disabilities who may want or require Congregate Care living.

Though the Congregate Care definition becomes more specific with these changes, as a use currently only permitted in the R-5a zone, the proposed addition of Congregate Care to the B-3 zone expands the possibility for housing with services to those 55 and older as well as to those with disabilities of any age. Congregate Care is also not the exclusive use available for those disabled and requiring assistance at their place of residence (*handicapped family unit, special needs independent living unit, community living arrangement, sheltered care group homes, Intermediate Care facility* are all uses permitted in Portland that provide housing and services to those with special needs). In addition, the freshly adopted Land Use Code provides new language on accommodation for those with disabilities in the event that zoning and existing uses do not meet all needs:

The City of Portland may make reasonable modifications to the requirements of the Land Use Code to accommodate the needs of persons with disabilities as so defined in Title VII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988. (1.6.3 Fair Housing accommodation).

The combination of expanding where Congregate Care facilities may occur; refining the definition to have it more explicitly directed to senior housing needs, while allowing a portion of a facility to be available for those of any age with disabilities; the fact of complimentary uses in Portland's Code that also provide housing and a continuum of care options to those with disabilities; and new Fair Housing accommodation provisions, make for a balanced land use approach, and one that increases the diversity of housing options in Portland's downtown.

IV. DEFINITION CHANGE

The proposed new definition (**Attachment 1**) of Congregate Care facility is:

A residential development intended to facilitate aging in place that includes individual dwelling units with support services which provide assistance to residents. The population of a Congregate Care facility shall consist of persons 55 years of age or older and their spouses. A Congregate Care facility may also accommodate the needs of persons with disabilities and their spouses that are younger than 55 years of age, provided the majority of the residents are 55 years of age or older. Services to be provided shall include:

- A. Transportation for essential support activities;*
- B. Provision of at least one meal per day;*
- C. Programmed social activities which are facilitated by staff;*
- D. Provision of personal care services including, but not limited to, housekeeping, laundry, and minimal health monitoring; and*
- E. Installation of emergency call buttons or systems in each unit.*

A redlined version comparing the existing and proposed is attached as Attachment 1).

The above definition emphasizes the use's function ("facilitate aging in place"), removes unclear, redundant, or unnecessarily specific items (e.g., "individual living or dwelling units," "(1)", "this service shall be provided in the base rent") and specifies the expected resident population ("provided the majority of the residents are 55 years of age or older"). In drafting updates to the definition, staff considered definitions for this use within other cities to provide additional context and rationale for these changes (**Attachment 3**).

V. CONSISTENCY WITH CITY COMPREHENSIVE PLAN

[*Portland's Plan 2030*](#) identifies a vision statement, policy goals for the City, and principles of future land use. Several of these are relevant to the proposed text amendment.

Vision statement:

Equitable:

"We will remain an open and inclusive city, celebrating diversity and providing a welcoming and safe place for residents and visitors alike."

"We will incorporate the needs of all our residents in planning for our future."

Secure:

"We will be committed to accessible housing and healthy food for all our residents."

Connected:

"We will foster accessible linkages between where we live, work, shop, and play."

Policy goals:

Environment: *"Adopt sustainable land use and transportation policies that support connectivity, walkable neighborhoods, and multi-modal transportation."*

Housing:

"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 proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods."

"Create, promote, and facilitate safe, affordable, and practical housing solutions that will meet the evolving needs of Portland residents as they age."

Transportation: *"Promote multi-modal accessibility, enabling residents and visitors of all ages and abilities to participate fully in the social and economic life of the community."*

VI. PLANNING BOARD RECOMMENDATION

The Planning Board considered the proposed text amendment at a hearing on November 17, 2020. After deliberation, and on the basis of staff reports, public testimony, and review of applicable policies, the Planning Board voted

unanimously (7-0) to find that the proposed zoning text amendment to change the definition of Congregate Care facility and to include the addition of Congregate Care facilities and Intermediate Care facilities as permitted uses in the B-3 zone, is consistent with the Comprehensive Plan and recommended adoption to the City Council.

Intermediate Care

ATTACHMENTS

1. Proposed Text Changes
2. Applicant Cover Letter
3. Congregate Care Definition Analysis

subject to tidal action during the highest tide level for the year in which an activity is proposed as identified in tide tables published by the National Ocean Service. Coastal wetlands may include portions of coastal sand dunes.

Commercial vessel. Any watercraft used principally in a business or trade, including common carriers of passenger or freight, whether for governmental, nonprofit, or emergency purposes, but not including pleasure craft used principally for recreational purposes.

Common areas. Portions of a lodging house which are available for use by all residents of the lodging house. Common areas shall include, but are not limited to, one or more of the following: kitchens, living rooms, recreation rooms, improved basements, and finished porches. Bathrooms, stairways, hallways, and storage areas shall not be counted as common areas.

Communication studio. A commercial or public communication facility, including radio and television broadcasting and receiving stations and studios.

Community hall. A building or portion of a building used for social, recreational, artistic, civic, or educational community functions. Such a facility would be open to the public for such functions, which, for example, could include but not be limited to performances, dance, exhibitions, cultural exchange, training programs and workshops, neighborhood meetings, or gatherings. As part of these functions and activities, it shall be permissible to serve food, subject to other applicable codes and ordinances.

Condominium. Any interest in real estate created pursuant to the Unit Ownership Act, 33 M.R.S. § 560 et seq., or its equivalent, as it may from time to time be amended.

Congregate care facility. A residential development ~~which provides intended to facilitate aging in place that includes~~ individual ~~living or~~ dwelling units with support services which provide assistance to residents. ~~The population of a congregate care facility shall consist of persons 55 years of age or older and their spouses. A congregate care facility may also accommodate the needs of persons with disabilities and their spouses that are younger than 55 years of age, provided the majority of the residents are 55 years of age or older.~~ Services to be provided shall include the following:

- A. Transportation for essential support activities: ~~This service shall be included in the base rent;~~
 - B. Provision of at least one meal per day;
 - C. Programmed social activities which are facilitated by staff. ~~This service shall be included in the base rent;~~
 - D. Provision of personal care services including, but not limited to, housekeeping, laundry, and minimal health monitoring; ~~and~~
 - E. Installation of emergency call buttons or systems in each ~~congregate care living~~ unit.
- ~~The population of a congregate care facility shall consist of persons 55 years of age or older and their spouses and/or disabled persons and their spouses.~~

Correctional pre-release facility. A facility housing up to 12 persons, plus staff, serving a primary clientele of persons in correctional pre-release programs.

TABLE 6-C: PERMITTED AND CONDITIONAL USES IN MIXED-USE ZONES

		B-1/B-1b	B-2/B-2b/B-2c	B-3/B-3-b/B-3c ¹¹	B-4	B-5/B-5b	B-6	B-7	Use Standards
Residential	Single-family dwellings	●	●	●		●	●	●	
	Two-family dwellings	●	●	●		●	●	●	
	Multi-family dwellings	● ¹	●	●		●	●	●	
	Handicapped family units			●		●	●	●	
	Combined living/working spaces	●	●	●		●	●	●	
Institutional	<u>Congregate care facilities</u>			●					
	Lodging houses	● ²	●	●	●	●		●	6.4.9
	Clinics	● ²	●	●		●		●	
	Cultural facilities			●		●	●	●	
	Elementary, middle, and secondary schools	● ²	●	●		●	●	●	
	Emergency shelters			○	○	○			6.5.6(B)
	Governmental uses	● ²	●	●	●	●		●	
	Intermediate care facilities		●	●					
	Long-term and extended care facilities		●						
	Places of assembly (< 10,000 SF)	● ²	●	●	●	●	●	●	
	Places of assembly (> 10,000 SF)		●	●	●	●	●	●	
	Preschool facilities	● ²	●	●	●	●	●	●	
	Post-secondary schools		●	●	●	●	●	●	
	Adult business establishments		● ³	● ³					6.4.2
	Auto, boat, and related dealerships		○		●				6.5.6(A)
Commercial /Service	Auto service stations		○ ⁴		●	●			6.5.6(A)
	Bars		● ⁵	● ⁵	●	●	●	●	6.4.3
	Bed and breakfasts	●	●	●				●	6.4.4
	Exhibition, meeting, and convention halls			●		●	○	●	
	Funeral homes		●		●				
	General offices (<5,000 SF)	● ²	●	●	●	●	●	●	6.4.6
	General offices (>5,000 SF)		●	●	●	●	●	●	
	General services (<5,000 SF)	● ²	●	●	●	●	●	●	6.4.6
	General services (>5,000 SF)		●	●	●	●	●	●	
	Hostels	●		●		●		●	6.4.6, 6.4.8
	Hotels		●	●	●	●	● ¹³	●	
	Marijuana retail store		●/○ ⁶	●	●			●	6.4.10
	Recreation and amusement centers				●	●		●	
	Registered marijuana dispensary		●/○ ⁶	●	●			●	6.4.10
	Restaurants	● ²	●	●	●	●	●	●	6.4.3, 6.4.6
	Retail (< 5,000 SF)	● ²	●	●	●	●	●	●	6.4.6, 6.4.15
	Retail (5,000 – 25,000 SF)		●	●	●	●	●	●	6.4.15



**Bernstein, Shur,
Sawyer & Nelson, P.A.**
100 Middle Street
PO Box 9729
Portland, ME 04104-5029

T (207) 774 - 1200
F (207) 774 - 1127

Mary E. Costigan
(207) 228-7147 direct
mcostigan@bernsteinshur.com

February 19, 2020

James Rather
Development Review Services Manager
City of Portland
389 Congress Street
Portland, ME 04101

RE: Application for B-3 Text Amendment

Dear James:

I am writing on behalf of my client, Portland Opportunity Fund LLC, to apply for a text amendment to the B-3 Downtown Business Zone. As explained in more detail below, we are seeking to amend the B-3 zone by adding Congregate Care Facilities and Intermediate Care Facilities as permitted uses in the B-3.

Portland Opportunity Fund is under contract to purchase a portion of a parcel located at 385 Congress Street. They are proposing to develop an elderly housing complex that would consist of a Congregate care facility (independent living apartments), and an Intermediate care facility that will be comprised of assisted living units and a memory care facility. As currently zoned, the B-3 permits multi-family housing but does not allow congregate care or intermediate care facilities.

Portland Opportunity Fund is a joint venture between Senior Care Development LLC and Benchmark Senior Living. Benchmark is the largest operator of senior housing in New England and has identified the Portland downtown as an ideal location for senior housing. As set forth in more detail in the attached Comprehensive Plan Analysis, the location of senior housing in the B-3 aligns directly with many of the Plan's goals; notably, the economic, housing and transportation goals. Locating senior housing convenient to educational and cultural institutions, medical service centers, social opportunities and public transportation is a benefit to the City, the residents and the local businesses and service-providers.

February 19, 2020
Page 2

Enclosed with this letter are the above-referenced Comprehensive Plan Analysis, evidence of Right, Title and Interest and the Proposed Text Amendment. Thank you for your consideration. Please contact me directly if you have any questions.

Sincerely,


Mary E. Costigan

cc: Eric Gardner

City	Terminology	Definition	Section
Portland (current definition)	Congregate Care Facility	A residential development which provides individual living or dwelling units with support services which provide assistance to residents. Services to be provided shall include: (a) Transportation for essential support activities. This service shall be included in the base rent; (b) Provision of at least one (1) meal per day; (c) Programmed social activities which are facilitated by staff. This service shall be included in the base rent; (d) Provision of personal care services including, but not limited to, housekeeping, laundry, and minimal health monitoring; and (e) Installation of emergency call buttons or systems in each congregate care living unit. The population of a congregate care facility shall consist of persons fifty-five (55) years of age or older and their spouses and/or disabled persons and their spouses.	Current Portland definition
Washington DC	Continuing Care Retirement Community	A building or group of buildings providing a continuity of residential occupancy and health care for elderly persons. This facility includes dwelling units for independent living, and assisted living facilities, and may include plus a skilled nursing care facility of a suitable size to provide treatment or care of the residents; it may also include ancillary facilities for the further enjoyment, service or care of the residents. The facility is restricted to persons sixty (60) years of age or older or married couples or domestic partners where either the husband or wife spouse or domestic partner is sixty (60) years of age or older.	Text amendment for continuing care retirement community. https://www.ncpc.gov/docs/actions/2017May/ZC_17-01_Delegated_Action_May_2017.pdf
South Portland	Congregate housing or congregate care facility	A residential use consisting of private apartments and central dining facilities and within which a supportive services program is provided to functionally impaired residents who are unable to live independently without assistance yet do not require the constant supervision or intensive health care available at nursing homes. The term "private apartment" shall include private rooms with or without cooking facilities. Congregate housing does not include any facility which is otherwise required to be licensed to provide residential services health care, treatment, rehabilitation, or related services. For purposes of calculating net residential density, one private apartment shall count as one dwelling unit, unless otherwise provided.	ZR 27-201 Definitions https://www.southportland.org/files/2114/6825/0142/CH_27_Zoning_with_New_TOC_format.pdf
Westbrook	Congregate Care Facility	A multiple family dwelling occupied by people in a shared living environment. Such facilities shall consist of individual apartment units, shared community space, shared dining facilities, appropriate recreational facilities and required care services based on individual need.	ZR Chapter 2 - 201 https://www.westbrookmaine.com/DocumentCenter/View/1561/Appendix-A-Land-Use-Ordinance--20181205?bidId=
Sacramento, CA	Congregate Care	a residential facility or portion of a larger phased-living complex, offering independent living accommodations oriented to the particular needs of a segment of the population (usually senior citizens) and including a variety of common facilities, equipment or services available to the tenants. As a minimum requirement, a congregate care facility must maintain congregate cooking and dining programs, and may also offer a variety of congregate recreation, social, transportation, health maintenance and counseling programs. Congregate care shall also include a residential care home or residential care facility which serves six or fewer persons not including the operator or members of the operator's family or persons employed as facility staff. If the facility offers only independent cooking facilities in the private residential units or if common support services are optional, then the facility is defined as a multifamily use. Also, if the facility offers extensive skilled nursing services, memory care, or more intensive medical care as licensed by the State Department of Public Health for more than 6 people, the facility is then defined as a convalescent hospital.	http://gcode.us/codes/sacramentocounty/?view=desktop&topic=16-16_87-16_87_020
Portsmouth, NH	Congregate Care Facility	A residential development consisting of individual dwelling units with centralized amenities such as dining, housekeeping, transportation and organized social and recreational activities, and which may include limited medical services on site.	http://www.planportsmouth.com/landuseregulations/ZoningOrd-170109.pdf
Portsmouth, NH	Continuing Care Retirement Community	A residential development that provides multiple elements of senior adult living including independent living units, assisted living units and skilled nursing care, enabling residents to live at a single location as their medical needs change over time. A CCRC includes common dining, recreation and health facilities and other common areas; provides services such as medical, programmed social activities; and may include limited accessory retail and personal services. A CCRC is intended for and solely occupied by persons 62 years of age or older and thereby qualifies as "housing for older persons" under state law	http://www.planportsmouth.com/landuseregulations/ZoningOrd-170109.pdf
Cambridge, MA	Elderly Oriented Congregate Housing	A form of elderly oriented housing in which each individual or two person family is provided with separate quarters which contain living and sleeping space and which may contain kitchen and bath facilities. Each such living space shall be considered the equivalent of one dwelling unit. Such housing shall also contain common dining, kitchen and social facilities. Limited supportive services may also be provided.	https://library.municode.com/ma/cambridge/codes/zoning_ordinance?nodeId=ZONING_ORDINANCE_ART2.000DE
State of Maine	Age-Friendly Community	Means a community where policies, services, settings and structures support and enable older people to actively age in place and that recognizes the capabilities, resources and needs of older adults, plans to meet the needs of older adults in flexible ways that support healthy and active aging, promotes the inclusion and contributions of older adults in all areas of community life, respects the self-determination and independence of older adults and protects those older adults who are most vulnerable.	http://www.mainelegislature.org/legis/statutes/30-A/title30-Asec4301.html

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO ZONING MAP
RE: B-2 ZONE TO I-M ZONE AT 7 RAND ROAD**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE
IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49, be and hereby is amended by adopting the following map change amendment and specifically rezoning property in a B-2 Zone to an I-M Zone at 7 Rand Road, as shown in the lower purple area bordered by hatch marks in the map attached hereto as Exhibit A.

Legend

- IRON PIPE OR ROD FOUND
- GRANITE MONUMENT FOUND
- HYDRANT
- LIGHT POLE
- UTILITY POLE
- PROPERTY LINE
- BUILDING
- CURB
- EDGE OF PAVEMENT
- CONCRETE
- FENCE
- OE OVERHEAD ELECTRIC
- IPF / IRF IRON PIPE OR ROD FOUND
- N/F NOW OR FORMERLY
- 000/000 DEED BOOK / PAGE
- CB CATCH BASIN
- MH MANHOLE
- WG WATER GATE
- (D) DEED DIMENSION

SCALE : 1" = 80'

0' 40' 80' 160'

Plan References

- "STANDARD BOUNDARY SURVEY, SOUTHERLY OF BRIGHTON AVE., PORTLAND, MAINE FOR RICHARDSON AND TROUGH" BY OWEN HASKELL, INC. DATED MARCH 21, 1989.
- "PLAN OF LAND MADE FOR THE PINE TREE SHOPPING CENTER, GORDON F. BLOOM, PORTLAND, MAINE" BY H.I. & E.C. JORDAN SURVEYORS DATED AUGUST 1963.
- "LAND TITLE SURVEY ON RAND ROAD, PORTLAND, MAINE FOR THE EMERY-WATERHOUSE COMPANY, RAND ROAD, PORTLAND, MAINE 04103" BY OWEN HASKELL, INC. DATED MAY 11, 1993 REVISED JAN. 18, 1995.
- "RAND ROAD SIDELINE SURVEY FROM PORTLAND TERMINAL RAILROAD TO BRIGHTON AVE. AND A PORTION OF BRIGHTON AVE., CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT, ENGINEERING SECTION NOV. 13, 2003"
- "ALTA/NSPS LAND TITLE SURVEY, 7 RAND ROAD, PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR BROCKWAY-SMITH COMPANY" JUNE 14, 2019 REVISED JUNE 21, 2019 BY OWEN HASKELL, INC.

Utility Note

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

General Notes

- OWNER OF RECORD: RAND ROAD HOLDINGS, LLC
7 RAND ROAD, PORTLAND, ME
TAX MAP: 264-A-5; 262-A-1;
263-A-10 & 264-B-1
C.C.R.D. BOOK 31342 PAGE 191
- BEARINGS ARE MAGNETIC 1956 PER PLAN REFERENCE 3.
- THIS PLAN IS A COMPILATION OF PLAN REFERENCE 3 AND A FIELD INSPECTION IN MAY & JUNE 2019.
- THERE ARE 203 PARKING SPACES, 2 OF WHICH ARE HANDICAPPED SPACES.

Certificate

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

DATE

RANDY R. LOUBIER, PLS #2407

Zoning Information (B2)

THE SURVEYED PARCEL IS LOCATED IN THE B2 (BUSINESS COMMUNITY) DISTRICT AND IM INDUSTRIAL ZONE AS SHOWN ON OFFICIAL ZONING MAP OF THE CITY OF PORTLAND. THE ZONING INFORMATION BELOW IS TAKEN FROM THE ZONING REPORT DATED JUNE 18, 2019, BY ZONING SOLUTIONS, INC. FOR THE B2 DISTRICT.

Minimum Lot Size	None
Minimum Street Frontage	20 feet
Front Yard Setback Minimum	None
Rear Yard Setback Minimum	10 feet, except as provided for below
Side Yard Setback Minimum	5 feet for accessory structures
Side Yard on Side Street Setback Minimum	None
Front Yard Maximum 1, 2	5 feet for accessory structures

Structure Stepbacks

Height maximum

Maximum Impervious Surface Ratio

Minimum Lot Area per Dwelling Unit

Parking

No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable. 3

Portions of a structure above 35 feet shall be no closer than 5 feet from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone. 45 feet except as provided for below:

a. 50 feet if first floor is partially or wholly occupied by a commercial use.

b. 65 feet in B-2 and B-2c zones on lots >5 acres provided that all setbacks, except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each foot of height over 45 feet.

c. 65 feet within 65 feet of Franklin St.

a. For residential uses: None

b. For all other permitted uses: 80% in B-2 and B-2c

c. For all other permitted uses: 90% in B2b

a. Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below.

b. On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.

For that part of every business, manufacturing, and industrial building not catering to retail trade and with floor area over three thousand (3,000) square feet: One (1) parking space for each one thousand (1,000) square feet of floor area, or major fraction thereof.

Zoning Information (IM)

IM INDUSTRIAL ZONE

- Minimum lot size:
 - Correctional pre-release facilities: Ten thousand (10,000) square feet.
 - Other uses: None.
- Other uses: None.
- (a) Maximum impervious surface ratio: I-M and I-Ma zone: Seventy-five (75) percent. I-Mb zone: One hundred (100) percent. City of Portland Land Use Code of Ordinances Chapter 14 Sec. 14-250 Rev. 1-6-1997 14-371
- (b) Maximum building height: I-M and I-Mb zones: Seventy-five (75) feet. I-Ma zone: Forty-five (45) feet.
- (c) Minimum side yards: Principal and accessory structures in the I-M and the I-Ma zone: Each structure shall be set back one (1) foot from each side property line for each one (1) foot of building height, up to twenty-five (25) feet, except that the minimum side yard shall be thirty-five (35) feet when the side property line abuts a residential zone. Principal and accessory structures in the I-Mb zone: None, except that the minimum side yard shall be twenty-five (25) feet when the side property line abuts a residential zone.
- (d) Minimum rear yards: Principal and accessory structures in the I-M and I-Ma zone: Each structure shall be set back one (1) foot from the rear property line for each one (1) foot of building height, up to twenty-five (25) feet, except that the minimum rear yard shall be thirty-five (35) feet when the rear property line abuts a residential zone. Principal and accessory structures in the I-Mb zone: None, except that the minimum rear yard shall be twenty-five (25) feet when the rear property line abuts a residential zone.
- (e) Minimum front yard: Principal and accessory structures in the I-M and I-Ma zone: Each structure shall be set back one (1) foot from the front property line for each one (1) foot of building height. Principal and accessory structures in the I-Mb zone: None.
- (f) Minimum street frontage: Sixty (60) feet.
- (h) Pavement setback from lot boundaries: Ten (10) feet.

Plan of Proposed
Zoning Amendment
7 Rand Road, Portland, Maine
Made for
Brockway-Smith Company
203 Read Street, Portland, Maine



OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS

390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RS / JLW DATE: JAN. 29, 2020 JOB NO. 2019-094 P

CHECKED BY: RRL SCALE: 1" = 80' DRWG. NO. 2-PRO

PLANNING BOARD REPORT

TO CITY COUNCIL

PORTLAND, MAINE



7 Rand Road Rezoning
 Zoning Map Amendment
 Brockway-Smith Company, Applicant
 ZN-001041-2020 CBL: 262 A001

Submitted to: Portland City Council From: Portland Planning Board Council Meeting Date: December 21, 2020	Prepared by: Andrew Tufts, Planner Date: December 7, 2020
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I. INTRODUCTION

At a public hearing on November 17, 2020, the Planning Board found (7-0) that a proposed zoning map amendment for approximately 14.68 acres of privately owned land located at 7 Rand Road from B-2 Community Business to I-M Industrial zone is consistent with the Comprehensive Plan for the City of Portland. The Planning Board issued a positive recommendation to the City Council.

The applicant, Brockway-Smith Company requested the zoning map amendment to rezone the parcel at 7 Rand Road from an I-M Industrial/B-2 Community Business split lot condition to fully I-M, removing the split lot condition via an adjustment to the zoning boundary and so that the property can be brought into greater conformity and allow for more cohesive future expansion of the currently bifurcated site. The subject property is located between Interstate 95 and Rand Road and is 18.4 acres in size. The site is currently developed with a 300,000 SF warehouse, a paved truck staging area, and surface parking.

In considering the proposal, the Board members considered the consistency of the proposal with *Portland's Plan 2030*; specifically, the economic development goals of the plan and its future land use vision. The Planning Board found the proposed zone change to be consistent with *Portland's Plan 2030* and unanimously recommended the map amendment to the City Council for adoption.

One Planning Board workshop for this project was held on October 13, 2020 and the public hearing took place on November 17, 2020.

- **Owner/Applicant:** Brockway-Smith Company
- **Applicant Representatives:** Mary Costigan (Applicant), Bernstein Shur; Charlie Smith, Owner

II. PROPOSED MAP AMENDMENT

Current Zoning: I-M Industrial & B-2 Community Business

Proposed Zoning: I-M Industrial

Current Use(s) at Site: Warehouse

Future Contemplated Use(s) at Site: Warehouse expansion

Total Parcel Area: 18.376 acres

III. BACKGROUND



Fig. 1: Project area and surrounding uses

Use Context

The 7 Rand Road site includes one parcel and is currently occupied by a 300,000 SF warehouse and associated surface parking & staging area. The property is currently under contract, having been sold to Brockway-Smith Company on March 31, 2020. The sale involved the formation of two lots which are now under separate ownership. Following the lot divide, the warehouse lot is approximately 14.68 acres, and the remaining B-2 parcel is approximately 3.69 acres.

Outer Brighton Avenue in the vicinity of the subject property is a major arterial road, ranging from 50 to 100 feet in width, with four to six travel lanes. Rand Road, connecting Brighton Ave to the Westbrook Arterial, is approximately 50 feet in width, with two travel lanes and a center turn lane. Uses fronting along this segment of Rand Road include a mix of auto dealerships, commercial retail, and a variety of industrial uses. To the east lies a low to medium density residential neighborhood within an R-3 zone, with single family homes. The I-95 interchange lies approximately half a mile south-west, at the Westbrook Arterial Toll Plaza. The western half of the parcel is undeveloped and abuts I-95. Further to the west, across the interstate lies the former site of Pike Industries, which is now being redeveloped as Rock Row, a new mixed-use commercial and residential development. The north edge of the parcel abuts Lowes Home Improvement, a building of comparable size and hundreds of surface parking spaces. The Mountain West Division Rail Corridor runs along the parcel's southern boundary.

Zoning Context

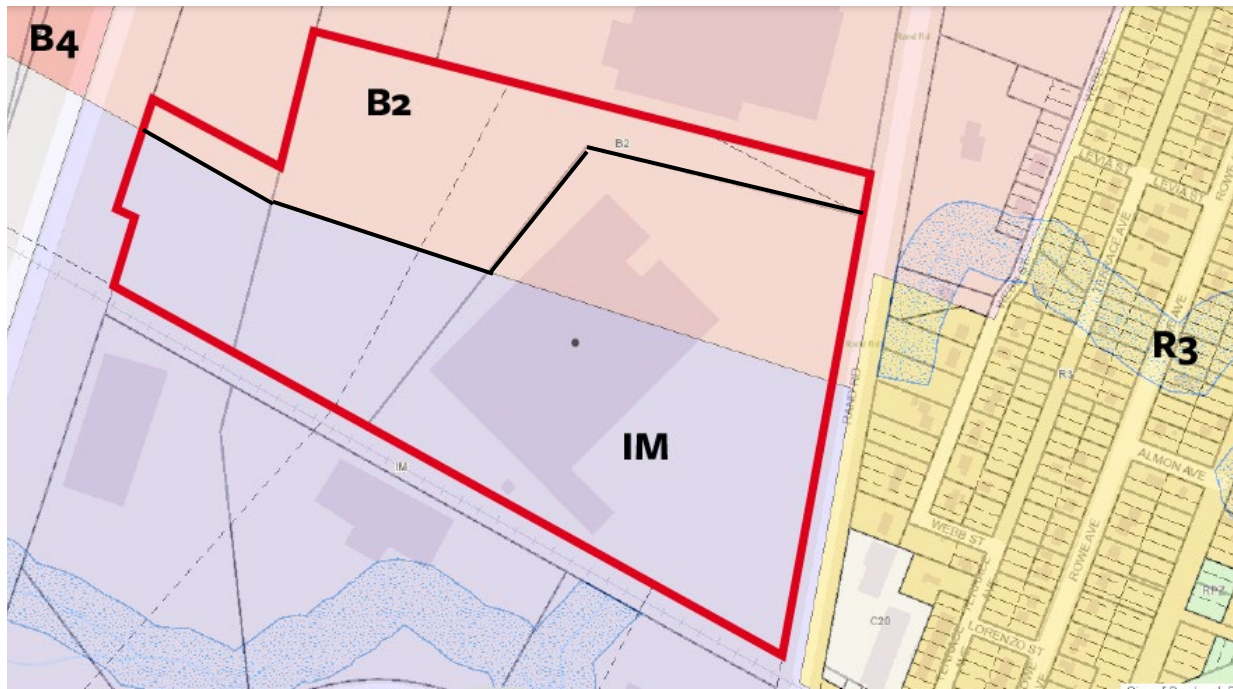


Fig. 3: Existing Zone Map & Parcel Boundary

The subject property straddles the boundary of the B-2 and I-M zones. The northern portion of the site is zoned B-2, which extends northward to Brighton Avenue. The southern portion of the site is zoned I-M, which extends southward between Rand Road and I-95 to the Westbrook Arterial. The area directly across Rand Road, to the east, is zoned R-3, which is the predominant residential zone of outer Brighton Avenue. To the south and east lies a Resource Protection (RP) zone which encompasses the Fore River Sanctuary. A Shoreland Overlay Zone abuts the site to the south and east due to a tributary of the Fore River. A portion of this tributary crosses the southeast corner of the site, but is buried below grade.

IV. ZONING ANALYSIS

The existing warehouse use is not permitted in the B-2 zone. In order to facilitate that use, and to allow future development potential at the subject property under the existing I-M use categories, the applicant has sought this map amendment. The I-M zone allows a broad range of commercial and industrial uses. Permitted uses in the I-M include but are not limited to construction services, wholesale trade, warehousing, intermodal transportation facilities, repair services, plant nurseries, food processing, and solid waste facilities. In addition to Rand Road, I-M is generally mapped directly off of major corridors such as Warren Avenue, Riverside Street, Presumpscot Street, and East Bayside.

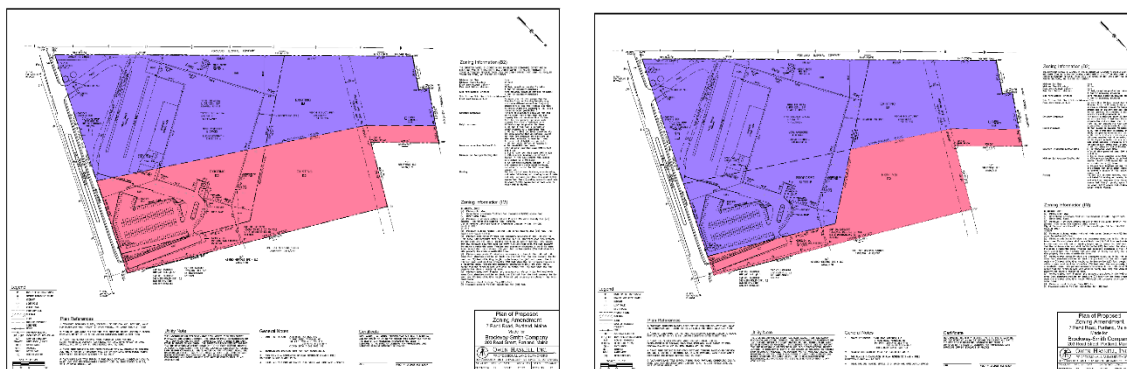


Fig. 4: Existing & proposed zoning boundaries

The B-2 zone is intended to encourage a greater variety of commercial uses and at a higher intensity than the I-M zone. The B-2 zone is also intended to increase housing opportunities via the higher density allowance and to encourage mixed-use activities. Table 1 compares the purpose statements of the two zones as written in the ordinance.

The purpose statements of the I-M and B-2 zones are as follows:

I-M, I-Ma, & I-Mb	To provide zones in areas of the city in which low- and moderate-impact industries and transportation-related uses will coexist. I-M and I-Ma zones are located on arterials or collectors. The I-Mb zone is similarly located on the peninsula. These locations provide for direct access onto arterials, thereby protecting residential neighborhoods from drive-through traffic. The purpose of the I-M, I-Ma and I-Mb industrial zones is also to provide for larger industrial buildings and for the limited or controlled use of areas outside of structures for storage of materials and machinery. These facilities often require large volumes of imported materials and products which result in large volumes of shipping and receiving. Often uses may be highway-oriented and transportation-related, thus relying on citywide and regional transportation infrastructure. Industrial uses in these moderate-impact industrial zones may require separation from higher-impact uses.
B-2	To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing, and services serving the adjoining neighborhoods and the larger community. The variety, sites, and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1/B-1b zones. The zone provides a broad range of goods and services with a mixture of large and small buildings, such as grocery stores, shops and services located in major shopping centers and along arterial streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns. The zone should provide locations for moderate to high-density housing in urban neighborhoods along arterials.

Permitted Uses & Dimensional Requirements.

The change from B-2 to I-M would allow the expansion of the existing warehouse use (along with other uses) at the subject property. The I-M zone allows a different range of uses than the B-2, including warehouses. The I-M zone has both more restrictive dimensional standards and more permissive. The I-M includes greater frontage requirements, larger setbacks, and a max. impervious coverage, while also

allowing for greater heights. Permitted and conditional uses as well as dimensional requirements in both the I-M and B-2 zones are included as Attachment 2.

V. POLICY ANALYSIS

The applicant has submitted an analysis of the project's conformance with the Comprehensive Plan (refer to **Attachment B**). Staff have identified the following goals and policies which are relevant to the proposed map amendment and find the proposal in conformance with economic development goals of the Comprehensive Plan, as well as the future land use vision. As stated, the purpose of the I-M zone is:

- The moderate impact industrial zones are intended to provide zones in areas of the city in which light and moderate impact industrial and transportation-related uses will coexist.
- The moderate impact industrial (I-M and I-Ma) zones are located on arterials or collectors. The I-Mb zones are similarly located on the peninsula. These locations provide for direct access onto arterials, thereby protecting residential neighborhoods from drive-through traffic.
- The I-M, I-Ma and I-Mb industrial zones are intended to provide for larger industrial buildings and for the limited or controlled use of areas outside of structures for storage of materials and machinery. These facilities often require large volumes of imported materials and products which result in large volumes of shipping and receiving. Often uses may be highway-oriented and transportation-related, thus relying on citywide and regional transportation infrastructure.
- Industrial uses in the moderate impact industrial zones may require separation from higher impact uses, which should be directed to the high impact industrial zone.

The central vision of Portland's Plan 2030 is represented by the equitable, sustainable, connected, dynamic, authentic and secure vision statement graphic. Applicable policy includes the following:



A Vibrant City

Promote an economic climate that increases job opportunities and overall economic well-being.

2. SUPPORT LOCAL BUSINESS RETENTION AND RECRUITMENT

- Pursue policies that create, nurture, and retain local businesses.
- Support job creation and business growth through public initiatives and private, institutional, and regional partnerships.
- Strengthen City programs and services that support business development.

5. TARGET AREAS FOR JOB GROWTH

- Ensure that new employment can be accommodated in priority growth areas across the City.
- Evaluate zoning and the condition of existing infrastructure in priority areas - downtown, in identified neighborhood nodes, and along transit corridors - to ensure that employment and housing growth can be supported.
- Expand possibilities for live/work spaces - residential living space with integrated creative work space.

- Modify ordinances and make strategic investments to better promote business development and job creation in priority areas.

Portland's Plan 2030's also affirms the continued value of industrial space to the City's economic diversity (see Economy Policy Guide and Future Land Use). Though the uses permitted in B zones also provide a range of uses important to the city, the proposed zoning change aligns with the historic patterns of activity at the site, allows for more cohesive future use, and is consistent with what has been an area of industrial activity within an industrial zoning framework.

VI. PUBLIC COMMENT/NEIGHBORHOOD MEETING

No public comments have been submitted to date.

VIII. PLANNING BOARD RECOMMENDATION

The Planning Board considered the proposed map amendment at a hearing on November 17, 2020. After a considered discussion about the appropriate zone boundaries, and on the basis of staff reports, public testimony, and review of applicable policies, the Planning Board voted unanimously (7-0) to find that the proposed zoning map amendment for approximately 14.68 acres of privately owned land located at 7 Rand Road from B-2 Community Business to I-M Industrial zone is consistent with the Comprehensive Plan and recommended adoption of the proposed map amendment to the City Council.

IX. ATTACHMENTS

A. CITY COUNCIL REPORT ATTACHMENTS

1. Planning Board Report
2. Use and Dimensional Tables

B. APPLICANT'S ATTACHMENTS

- A - COVER LETTER
- B - COMPREHENSIVE PLAN
- C - MAP CHECKLIST
- D - REDACTED PURCHASE & SALE
- E - PLAN OF DIVISION
- F - EXISTING ZONING MAP
- G - PROPOSED ZONING MAP

PLANNING BOARD REPORT PORTLAND, MAINE



7 Rand Road Rezoning
Zoning Map Amendment
Brockway-Smith Company, Applicant
ZN-001041-2020 CBL: 262 A001

Submitted to: Portland Planning Board
Public Hearing Date: November 17, 2020

Prepared by: Andrew Tufts, Planner
Date: November 13, 2020



Fig. 1: Surrounding context of 7 Rand Road, highlighted in orange

I. INTRODUCTION

Brockway-Smith Company seeks a zoning map amendment to rezone the parcel at 7 Rand Road from an I-M Industrial/B-2 Community Business split lot condition to fully I-M, removing the split lot condition via an adjustment to the zoning boundary & so that the property can be brought into greater conformity and allow for more cohesive future expansion of the currently bifurcated site. The subject property is located

between Interstate 95 and Rand Road and is 18.4 acres in size. The site is currently developed with a 300,000 SF warehouse, a paved truck staging area, and surface parking.

- Owner/Applicant: Brockway-Smith Company
- Applicant Representatives: Mary Costigan (Applicant), Bernstein Shur; Charlie Smith, Owner

II. PROPOSED MAP AMENDMENT

Current Zoning: I-M Industrial & B-2 Community Business

Proposed Zoning: I-M Industrial

Current Use(s) at Site: Warehouse

Future Contemplated Use(s) at Site: Warehouse expansion

Total Parcel Area: 18.376 acres

The current I-M zoning allows for light and moderate impact industrial and transportation-related uses to coexist. The proposed rezoning is intended to facilitate future warehouse expansion that the current B-2 zoning does not allow, as the existing use is legally non-conforming.

III. BACKGROUND



Fig. 2: Project area and surrounding uses

Use Context

The 7 Rand Road site includes one parcel and is currently occupied by a 300,000 SF warehouse and associated surface parking & staging area. The property is currently under contract, having been sold to

Brockway-Smith Company on March 31, 2020. The sale involved the formation of two lots which are now under separate ownership. Following the lot divide, the warehouse lot is approximately 14.68 acres, and the remaining B-2 parcel is approximately 3.69 acres.

Outer Brighton Avenue in the vicinity of the subject property is a major arterial road, ranging from 50 to 100 feet in width, with four to six travel lanes. Rand Road, connecting Brighton Ave to the Westbrook Arterial, is approximately 50 feet in width, with two travel lanes and a center turn lane. Uses fronting along this segment of Rand Road include a mix of auto dealerships, commercial retail, and a variety of industrial uses. To the east lies a low to medium density residential neighborhood within an R-3 zone, with single family homes. The I-95 interchange lies approximately half a mile south-west, at the Westbrook Arterial Toll Plaza. The western half of the parcel is undeveloped and abuts I-95. Further to the west, across the interstate lies the former site of Pike Industries, which is now being redeveloped as Rock Row, a new mixed-use commercial and residential development. The north edge of the parcel abuts Lowes Home Improvement, a building of comparable size and hundreds of surface parking spaces. The Mountain West Division Rail Corridor runs along the parcel's southern boundary.



Fig. 3: Rand Road with subject property on right side of frame



Fig. 4: View of subject property from Rand Road



Fig. 5: Birds Eye Perspective of Subject Property

Zoning Context

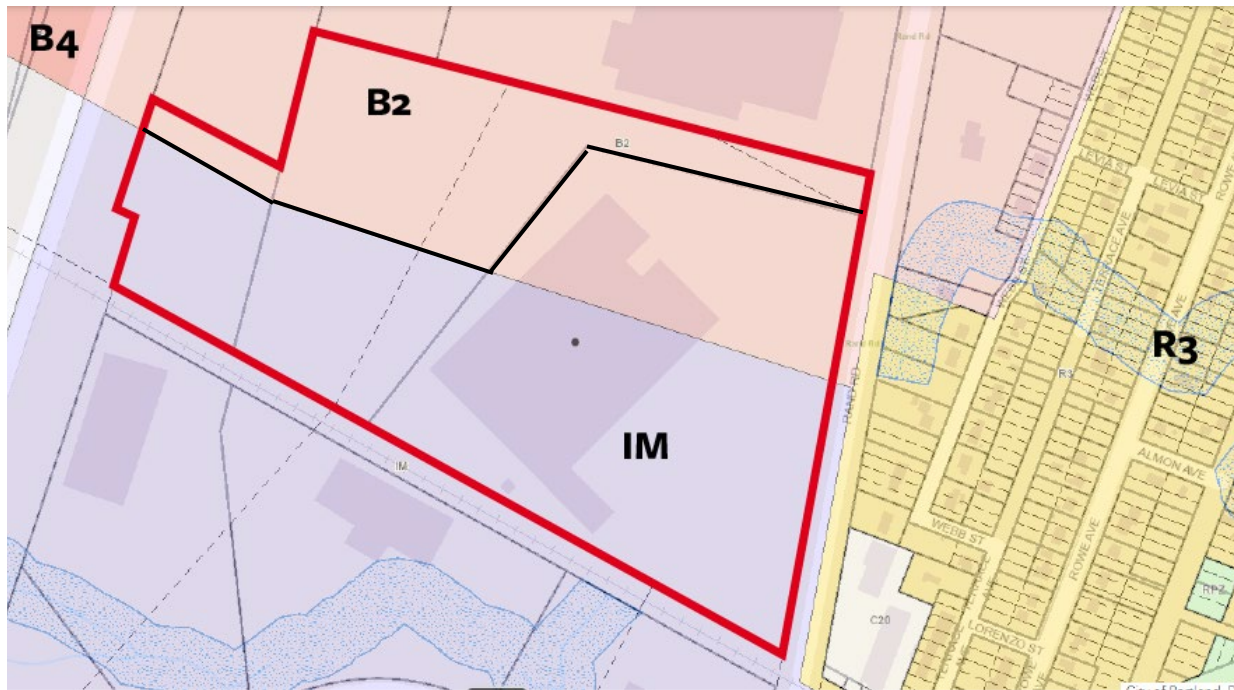


Fig. 6: Existing Zone Map & Parcel Boundary

The subject property straddles the boundary of the B-2 and I-M zones. The northern portion of the site is zoned B-2, which extends northward to Brighton Avenue. The southern portion of the site is zoned I-M, which extends southward between Rand Road and I-95 to the Westbrook Arterial. The area directly across Rand Road, to the east, is zoned R-3, which is the predominant residential zone of outer Brighton Avenue. To the south and east lies a Resource Protection (RP) zone which encompasses the Fore River Sanctuary. A Shoreland Overlay Zone abuts the site to the south and east due to a tributary of the Fore River. A portion of this tributary crosses the southeast corner of the site, but is buried below grade.

IV. CONCEPTUAL FUTURE DEVELOPMENT

While a development proposal was not included within the application package for this zoning map amendment, the applicant seeks a rezoning at the subject property to facilitate the future expansion of the existing warehouse facility which is allowed in the I-M zone. Further expansion within the B-2 portion of the site is not permitted due to the legally nonconforming status of the industrial use.

V. ZONING ANALYSIS

The existing warehouse use is not permitted in the B-2 zone. In order to facilitate that use, and to allow future development potential at the subject property under the existing I-M use categories, the applicant has sought this map amendment. The I-M zone allows a broad range of commercial and industrial uses. Permitted uses in the I-M include but are not limited to construction services, wholesale trade, warehousing, intermodal transportation facilities, repair services, plant nurseries, food processing, and solid

waste facilities. In addition to Rand Road, I-M is generally mapped directly off of major corridors such as Warren Avenue, Riverside Street, Presumpscot Street, and East Bayside.

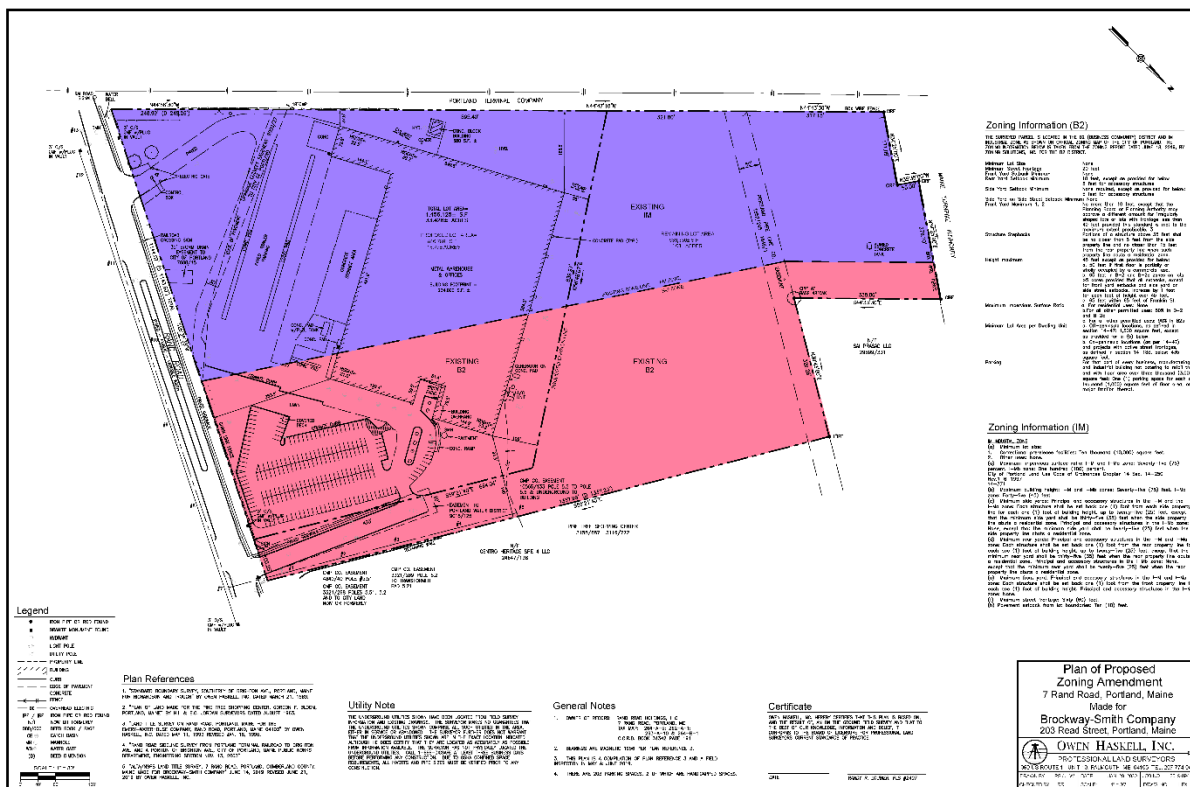


Fig. 7: Existing Zoning – Source: Owen Haskell, Inc.

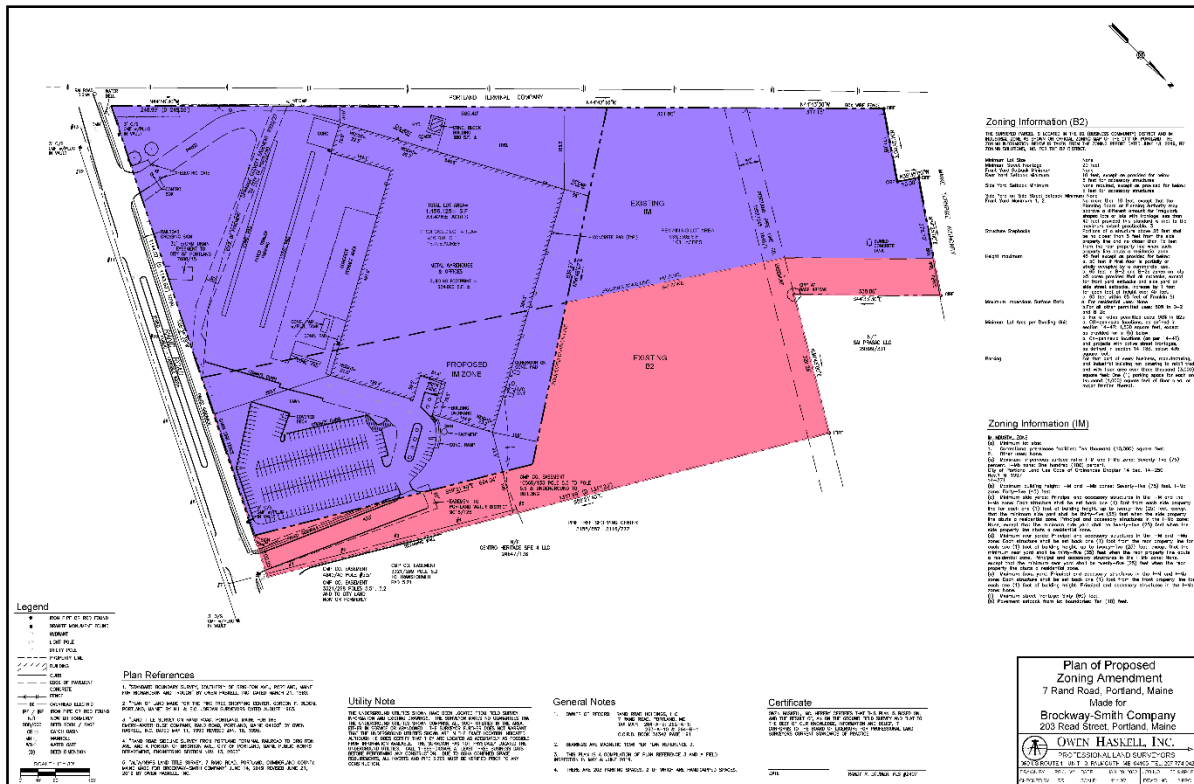


Fig. 8: Proposed Zoning – Source: Owen Haskell, Inc.

The B-2 zone is intended to encourage a greater variety of commercial uses and at a higher intensity than the I-M zone. The B-2 zone is also intended to increase housing opportunities via the higher density allowance and to encourage mixed-use activities. Table 1 compares the purpose statements of the two zones as written in the ordinance.

Table 1: Purposes

	I-M Industrial	B-2 Community Business
Purpose	The moderate impact industrial zones are intended to provide zones in areas of the city in which light and moderate impact industries and transportation-related uses will coexist.	The purpose of the B-2 community business zone is:
	The moderate impact industrial (I-M and I-Ma) zones are located on arterials or collectors. The I-Mb zones are similarly located on the peninsula. These locations provide for direct access onto arterials, thereby protecting residential neighborhoods from drive-through traffic.	1. To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing and services serving the adjoining neighborhoods and the larger community.
	The I-M, I-Ma and I-Mb industrial zones are intended to provide for larger industrial buildings and for the limited or controlled use of areas outside of structures for storage of materials and	2. The variety, sites and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1 neighborhood business zone. 3. The B-2 zone will provide a broad range of goods and services and general businesses with a mixture of large and small buildings such as grocery stores, shops and services located in major shopping centers and along arterial

machinery. These facilities often require large volumes of imported materials and products which result in large volumes of shipping and receiving. Often uses may be highway-oriented and transportation-related, thus relying on citywide and regional transportation infrastructure.

Industrial uses in the moderate impact industrial zones may require separation from higher impact uses, which should be directed to the high impact industrial zone.

streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns.

4. The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials.

Permitted Uses

The change from B-2 to I-M would allow the expansion of the existing warehouse use (along with other uses) at the subject property. The I-M zone allows a different range of uses than the B-2, including warehouses vs residential. Permitted and conditional uses in both the I-M and B-2 zones are outlined in the tables below:

Table 2: Permitted and Conditional Uses – Shown with X if listed in Zone

			I-M	B-2
Permitted	Residential	Single-family and two-family dwellings		x
		Multi-family dwellings		x ²
		Handicapped family units		x
		Single-family manufactured housing		
		Combined living/working spaces		x
		Lodging houses		x
	Institutional	Schools		x
		Clinics	x	x
		Places of assembly	x	x
		Long term, extended and intermediate care facilities		x
		Governmental buildings and uses/municipal uses	x	x
		College, university or trade schools		x

Table 2: Permitted and Conditional Uses – Shown with X if listed in Zone

			I-M	B-2
		Nursery schools, kindergartens		
		Day care facilities	x	x
	Business	General, business & professional offices	x	x
		Personal services	x	x
		Offices of building tradesmen	x	x
		Retail establishments	x	x
		Restaurants		x
		Drinking establishments		x
		Billiard parlors		x
		Mortuaries or funeral homes		x
		Miscellaneous repair services, excluding motor vehicle repair	x	x
		Communication studios or broadcast and receiving facilities	x	x
		Health clubs and gymnasiums	x	x
		Veterinary hospitals	x	x
		Theaters	x	x
		Hotels		x
		Dairies and bakeries	x	x
		Drive-throughs when accessory to a principal use	x	x
		Registered medical marijuana dispensaries		x
		Accessory uses	x	x
		Cemeteries		
		Parks	x	

Table 2: Permitted and Conditional Uses – Shown with X if listed in Zone

			I-M	B-2
Conditional		Home occupation	x	
		Special needs independent living units		
		Conversion into bed and breakfast		
		Hostels		x
		Wind energy systems	x	x
		Utility substations	x	x
		Bed and breakfasts		x
		Studios for artists and craftspeople	x	x
	Residenti	Sheltered care group homes		
		Conversion into bed and breakfast (over 5 rooms)		
	Institutional	Schools		
		Long-term and extended care facilities	x	
		Intermediate care facility	x	
		Places of assembly	x	
		Hospital	x	
		College, university, trade schools	x	
	Business	Major and minor auto service stations existing as of 1999		x
		Car washes		x
		Drive-throughs associated with a permitted use adjacent to residential zones		x
		Automobile dealerships		x
	Other	Utility substations	x	
		Professional offices		

Table 2: Permitted and Conditional Uses – Shown with X if listed in Zone

			I-M	B-2
		Chancellery		
		Nursery school and kindergartens		
		Off-street parking for passenger cars for permitted uses		
		Day care facilities	x	
		Temporary wind anemometer towers	x	x
		Hostels		
		Wind energy systems	x	x
		Printing and publishing establishments	x	x
		Wholesale distribution establishments	x	x
		Research and developments and related production establishments	x	x

¹ Any residential use permitted in the residential zone abutting the lot is permitted. If there is no abutting residential zone, any residential use permitted in the nearest residential zone to the lot is permitted.

² If nearest residential zone is R-4, R-5, R-6, or R-7 or if first floor is used for commercial purposes.

Dimensional Requirements– I-M and B-2

Space & Bulk Standards	I-M	B-2
Minimum Lot Size	Correctional prerelease facilities: Ten thousand (10,000) square feet. Other uses: None.	None
Minimum Street Frontage	60'	20'
Front Yard Setback	Minimum front yard: Principal and accessory structures in the I-M and I-Ma zone: Each structure shall be set back one (1) foot from the front property line for each one (1) foot of building height.	No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable
Rear Yard Setback	Principal and accessory structures in the I-M and I-Ma zone: Each structure shall be set back one (1) foot from the rear property line for each one (1) foot of building height, up to twenty-five (25) feet, except that the	10 ft except for accessory structures 5 ft

	minimum rear yard shall be thirty-five (35) feet when the rear property line abuts a residential zone.	
Min Side Yard	Principal and accessory structures in the I-M and the I-Ma zone: Each structure shall be set back one (1) foot from each side property line for each one (1) foot of building height, up to twenty-five (25) feet, except that the minimum side yard shall be thirty-five (35) feet when the side property line abuts a residential zone.	None except for accessory structures 5 ft
Max Side Yard on Side Street	None	(not outlined in ordinance)
Min Side Yard on Side Street	None	None
Structure Stepbacks	None	Portions of a structure above 35 feet shall be no closer than 5 feet from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone
Max Building Height	75'	45 feet except as provided for below: a. 50 feet if first floor is partially or wholly occupied by commercial use b. 65 feet in B-2 and B-2c zones on lots >5 acres provided that all setbacks, except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each feet of height over 45 feet c. 65 feet within 65 feet of Franklin Street
Max Floor Area	None	(not outlined in ordinance)
Min Lot Area / Unit	None	a. Off-peninsula locations, as defined in section 14-47: 1500 sf, except as provided for in b b. On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188 below: 435 sf
Max impervious surface	75%	For residential uses: none For all other permitted uses: 80% in B-2 and B-2 c For all other permitted uses: 90% in B-2b

VI. POLICY ANALYSIS

The applicant has submitted an analysis of the project's conformance with the Comprehensive Plan (refer to **Attachment B**). Staff have identified the following goals and policies which are relevant to the proposed map amendment and find the proposal in conformance with economic development goals of the Comprehensive Plan, as well as the future land use vision. As stated, the purpose of the I-M zone is:

- The moderate impact industrial zones are intended to provide zones in areas of the city in which light and moderate impact industrial and transportation-related uses will coexist.
- The moderate impact industrial (I-M and I-Ma) zones are located on arterials or collectors. The I-Mb zones are similarly located on the peninsula. These locations provide for direct access onto arterials, thereby protecting residential neighborhoods from drive-through traffic.
- The I-M, I-Ma and I-Mb industrial zones are intended to provide for larger industrial buildings and for the limited or controlled use of areas outside of structures for storage of materials and machinery. These facilities often require large volumes of imported materials and products which result in large volumes of shipping and receiving. Often uses may be highway-oriented and transportation-related, thus relying on citywide and regional transportation infrastructure.
- Industrial uses in the moderate impact industrial zones may require separation from higher impact uses, which should be directed to the high impact industrial zone.

The central vision of Portland's Plan 2030 is represented by the Venn diagram demonstrating the integral interrelation of the community's core belief that Portland is equitable, sustainable, connected, dynamic, authentic and secure. The vision conveys the message of the City's need to balance many competing needs to assure the advance of the vision as a unified concept. In this instance, that the City's goals for job growth and transforming Portland through orderly growth and development be balanced with needs for connectivity of the street grid, sustainability of infrastructure and the ability to maintain that infrastructure, and security in the sense of public safety. Applicable policy includes the following:



A Vibrant City

Promote an economic climate that increases job opportunities and overall economic well-being.

2. SUPPORT LOCAL BUSINESS RETENTION AND RECRUITMENT

- Pursue policies that create, nurture, and retain local businesses.
- Support job creation and business growth through public initiatives and private, institutional, and regional partnerships.
- Strengthen City programs and services that support business development.

5. TARGET AREAS FOR JOB GROWTH

- Ensure that new employment can be accommodated in priority growth areas across the City.
- Evaluate zoning and the condition of existing infrastructure in priority areas - downtown, in identified neighborhood nodes, and along transit corridors – to ensure that employment and housing growth can be supported.
- Expand possibilities for live/work spaces – residential living space with integrated creative work space.
- Modify ordinances and make strategic investments to better promote business development and job creation in priority areas.

Portland's Plan 2030's also affirms the continued value of industrial space to the City's economic diversity (see Economy Policy Guide and Future Land Use). Though the uses permitted in B zones also provide a range of uses important to the city, the proposed zoning change aligns with the historic patterns of activity at the site, allows for more cohesive future use, and is consistent with what has been an area of industrial activity within an industrial zoning framework.

VII. PUBLIC COMMENT/NEIGHBORHOOD MEETING

The Planning Division mailed 144 notices of this public hearing, to property owners within 500 feet of the property. A legal advertisement for the meeting ran on November 7, and November 10, 2020.

This application is a map amendment regarding property that is already developed. It is not related to a proposed site plan, and a neighborhood meeting was not required. No public comments have been submitted to date.

VIII. REQUISITE COUNCIL ACTION & STAFF RECOMMENDATION

Any proposed rezoning, regardless of whether it is recommended by the Planning Board, must be approved by the City Council in order to take effect. Staff recommends that the Planning Board consider a positive recommendation to City Council for adoption of the map amendment for the rezoning area, as presented.

IX. PROPOSED MOTION FOR MAP AMENDMENT

On the basis of plans and materials submitted by the applicant, the City of Portland Land Use Code, Portland's Comprehensive Plan, public comment, the information provided in public hearing on November 17, 2020 for the application ZN-001041-2020 (7 Rand Road), and/or other findings as follows:

The Planning Board finds that the proposed rezoning to the I-M Industrial zone for the property located at 7 Rand Road **[is or is not]** consistent with the Comprehensive Plan for the City of Portland; and

Therefore, the Planning Board **[recommends or does not recommend]** to the City Council adoption of the zoning map amendment for 7 Rand Road from B-2 Community Business to the I-M Industrial.

ATTACHMENTS

Applicant Submission

- A - COVER LETTER
- B - COMPREHENSIVE PLAN
- C - MAP CHECKLIST
- D - REDACTED PURCHASE & SALE
- E - PLAN OF DIVISION
- F - EXISTING ZONING MAP
- G - PROPOSED ZONING MAP

TABLE 6-C: PERMITTED AND CONDITIONAL USES IN MIXED-USE ZONES

		B-1/B-1b	B-2/B-2b/B-2c	B-3/B-3b/B-3c ¹¹	B-4	B-5/B-5b	B-6	B-7	Use Standards
Residential	Single-family dwellings	●	●	●		●	●	●	
	Two-family dwellings	●	●	●		●	●	●	
	Multi-family dwellings	● ¹	●	●		●	●	●	
	Handicapped family units			●		●	●	●	
Institutional	Combined living/working spaces	●	●	●		●	●	●	
	Lodging houses	● ²	●	●	●	●		●	6.4.9
	Clinics	● ²	●	●		●		●	
	Cultural facilities			●		●	●	●	
	Elementary, middle, and secondary schools	● ²	●	●		●	●	●	
	Emergency shelters			○	○	○			6.5.6(B)
	Governmental uses	● ²	●	●	●	●		●	
	Intermediate care facilities		●						
	Long-term and extended care facilities		●						
	Places of assembly (< 10,000 SF)	● ²	●	●	●	●	●	●	
	Places of assembly (> 10,000 SF)		●	●	●	●	●	●	
	Preschool facilities	● ²	●	●	●	●	●	●	
	Post-secondary schools		●	●	●	●	●	●	
	Adult business establishments		● ³	● ³					6.4.2
	Auto, boat, and related dealerships		○		●				6.5.6(A)
	Auto service stations		○ ⁴		●	●			6.5.6(A)
	Bars		● ⁵	● ⁵	●	●	●	●	6.4.3
	Bed and breakfasts	●	●	●				●	6.4.4
	Exhibition, meeting, and convention halls			●		●	○	●	
Commercial/Service	Funeral homes		●		●				
	General offices (<5,000 SF)	● ²	●	●	●	●	●	●	6.4.6
	General offices (>5,000 SF)		●	●	●	●	●	●	
	General services (<5,000 SF)	● ²	●	●	●	●	●	●	6.4.6
	General services (>5,000 SF)		●	●	●	●	●	●	
	Hostels	●		●		●		●	6.4.6, 6.4.8
	Hotels		●	●	●	●	● ¹³	●	
	Marijuana retail store		●/○ ⁶	●	●			●	6.4.10
	Recreation and amusement centers				●	●		●	
	Registered marijuana dispensary		●/○ ⁶	●	●			●	6.4.10
	Restaurants	● ²	●	●	●	●	●	●	6.4.3, 6.4.6
	Retail (< 5,000 SF)	● ²	●	●	●	●	●	●	6.4.6, 6.4.15
	Retail (5,000 – 25,000 SF)		●	●	●	●	●	●	6.4.15
	Retail (>25,000 SF)		●	●	●	●	●	●	6.4.15

TABLE 6-C (CONT.): PERMITTED AND CONDITIONAL USES IN MIXED USE ZONES

	B-1/B-1b	B-2/B-2b/B-2c	B-3/B-3b/B-3c ¹¹	B-4	B-5/B-5b	B-6	B-7	Use Standards
Industrial	Small-scale marijuana caregiver	●	●	●			●	6.4.10
	Theaters and performance halls	●	●	●	●	●	●	
	Veterinary services	●		●			●	
	Communication studios	●	●	●	●	●	●	
	Dairies	● ⁷		●				
	High-tech manufacturing						ⓘ	6.5.6(D)
	Intermodal transportation facilities				●	●	●	
	Laboratory and research facilities	ⓘ		●		ⓘ	●	6.5.6(E)
	Low-impact industrial (<10,000 SF)	● ⁸	ⓘ	●	●	●	● ⁸	6.5.6(E)
	Low-impact industrial (>10,000 SF)	● ⁸		●	ⓘ			
	Marijuana testing facilities			●				
	Marijuana manufacturing facilities			●				6.4.10
	Marijuana cultivation facilities (<7,000 SF plant canopy)			●				
	Printing and publishing	ⓘ ⁹	●	●	●	●	ⓘ	
	Repair services	●	●	●	●	●	●	
	Studios for artists and craftspeople	● ²	●	●	●	●	●	
	Tow lots			●				6.4.17
	Warehousing, storage, and distribution	ⓘ ¹⁰		●	● ¹⁰	ⓘ ^{10, 14}	ⓘ ^{10, 14}	6.5.6(E)
	Marine uses				●	●		6.4.11
	Correctional pre-release facilities			●				6.4.7
	Off-street parking		●/ⓘ ¹²		●	ⓘ	ⓘ	6.5.6(H)
Other	Parks and open spaces	●	●	●	●	●	●	
	Solar energy system (minor)	●	●	●	●	●	●	6.4.16
	Solar energy system (major)			ⓘ				
	Utility substations	●	●	ⓘ	●	●	ⓘ	6.5.6(L)
	Wind energy system (minor)		ⓘ	ⓘ	ⓘ	ⓘ	ⓘ	6.4.18

¹ Permitted if permitted in the adjacent or nearest residential zone. In other cases, permitted if located above first floor commercial, or on first floor where a minimum depth of 25 ft. along the principal frontage is maintained for commercial use.

² Permitted on the ground floor only in the B-1b zone.

³ Permitted in the B-2 and B-3 zones only.

⁴ Permitted as a conditional use in the B-2 only. Expansion of auto service stations in existence as of 11/15/99 permitted as a conditional use in the B-2b and B-2c zones.

⁵ Not permitted in the B-2c and B-3c zones.

⁶ Permitted in the B-2 zone. Conditional in the B-2b and B-2c.

⁷ Permitted only if an expansion of an existing dairy.

⁸ Permitted with a retail component only. Low-impact industrial uses greater than 10,000 SF are permitted in the B-2 only.

⁹ Printing and publishing of 10,000 SF or less, or expansion of printing and publishing establishments greater than 10,000 SF in existence as of 4/4/88, shall be treated as a conditional use.

¹⁰ Permitted in the B-2/B-2b/B-2c as a conditional use if 10,000 SF or less. Self-storage permitted in the B-4 zone. Self-storage permitted as a conditional use in the B-5 zone (on-peninsula locations only) in buildings existing as of 12/16/15. Self-storage not permitted in the B-2/B-2b/B-2c, B-6, and B-7 zones.

¹¹ See PAD Overlay for additional use regulations.

¹² Structured parking shall be permitted. Surface parking shall be treated as a conditional use.

¹³ Hotels shall be limited to no more than 150 rooms.

¹⁴ Wholesale is allowed as conditional use, providing the wholesale operation is associated with an onsite retail establishment and occupies less than 15,000 SF.

TABLE 6-E: PERMITTED AND CONDITIONAL USES IN INDUSTRIAL & AIRPORT ZONES

		I-L/I-Lb	I-M/I-Mb	I-H/I-Hb	A-B ⁷	Use Standards
Institutional	Airports				● ⁸	
	Preschool facilities	●	●			
	Emergency shelters	●	●	●		6.5.6(B)
	Intermediate care facilities		● ⁴			
	Places of assembly (<10,000 SF)	●				
Commercial/Services	Bars				●	
	General offices (<5,000 SF)	● ¹	●			
	General offices (>5,000 SF)	● ¹	●			
	General services (<5,000 SF)				●	
	General services (>5,000 SF)				●	
	Hotels				●	
	Recreation and amusement centers	●	●			
	Repair services	●	●	●		
	Restaurants				●	
	Animal-related services	● ²				
	Construction & engineering services	●	●	●		
	Dairies	●	●	●		
	Fish waste processing			●		
	Food & seafood processing, packing, and distribution		●	●		
	High-impact industrial uses			●		
	Intermodal transportation facilities	●	●	●		
	Laboratory and research facilities	●	●	●		
	Low-impact industrial	●	●	●		
	Lumber yards	●	●	●		
	Marijuana cultivation facility (<2,000 SF plant canopy)	●	●	●		
	Marijuana cultivation facility (2,000-7,000 SF plant canopy)		●	●		
Industrial	Marijuana cultivation facility (>7,000 SF plant canopy)			●		6.4.10
	Marijuana manufacturing facility	●	●	●		
	Marijuana testing facility	●	●	●		
	Printing and publishing	●	●	●		
	Recycling and solid waste disposal facilities		● ⁵	● ⁵		
	Studios for artists and craftspeople	●	●			
	Telecommunication towers (ground-mounted)		●	●		
	Tow lots		●	●		6.4.17
	Warehousing, storage, and distribution facilities	● ³	●	●		

TABLE 6-E (CONT.): PERMITTED AND CONDITIONAL USES IN INDUSTRIAL & AIRPORT ZONES

		I-L/I-Lb	I-M/I-Mb	I-H/I-Hb	A-B ⁷	Use Standards
	Correctional pre-release facilities		● ⁶	● ⁶		6.4.7
	Marinas	●				
	Off-street parking				●	
Other	Solar energy system (minor)	●	●	●	●	6.4.16
	Solar energy system (major)		●	●	①	
	Utility substations	●	●	●		
	Wind energy system (minor)	①	●	●	●	6.4.18
	Wind energy system (major)		●	●	①	

¹ Only back office uses permitted.

² Not including kennel or boarding facilities.

³ Must be less than 10,000 SF in floor area. No outdoor storage permitted. Self-storage not permitted in the I-L/I-Lb zone.

⁴ Permitted in existing structures not designed for industrial, amusement, warehouse or manufacturing uses as of 9/15/14 or later. Such structures may be reused or expanded to establish a facility of no more than 30 persons plus staff.

⁵ Permitted within an enclosed structure only.

⁶ Not permitted in the I-Ma, I-Mb, or I-Hb zones.

⁷ Permitted uses on lots within airport restricted access areas shall be limited to those which do not require or encourage access or visits by the public and which provide technical administrative or other support to airport operations.

⁸ Including airport administration, terminals, carrier operations, concessions, reservations and ticket sales, freight, repair and storage, fueling services, flying schools, car rental operations, and other associated uses.

DIMENSIONAL STANDARDS

TABLE 7-E: MIXED-USE ZONE DIMENSIONAL STANDARDS

		B-1/B-1b	B-2/B-2b/B-2c	B-3/B-3b/B-3c	B-4	B-5/B-5b	B-6	B-7
Lot area (min.)	School	20,000 SF			10,000 SF			
	Place of assembly	10,000 SF						
Lot area per dwelling unit (min.)	On-peninsula	435 SF	435 SF					
	Off-peninsula	1,000 SF	1,000 SF, except 435 SF if active street frontage ³					
Lot area per rooming unit (min.)	On-peninsula	150 SF	150 SF					
	Off-peninsula	350 SF	350 SF					
Street frontage (min.)		20 ft.	20 ft.	15 ft.	60 ft.			
Front setback (from all street frontages) (max.)		10 ft., or the average front yard depth of nearest developed lots if < 10 ft.	10 ft.	5 ft.	20 ft.	None, except 10 ft. in B-5b	10 ft. ⁷	10 ft.
Rear setback (min.)	Principal	None, except 10 ft. if abutting a residential zone	10 ft.		20 ft.			
	Accessory	None, except 5 ft. if abutting a residential zone	5 ft.		7 ft.			
Side setback (min.)	Principal	None, except 5 ft. if abutting residential zone	None		10 ft.			
	Accessory		5 ft.		5 ft.			
Stepbacks (above 35 ft. when property line abuts a residential zone) (min.)		Side: 10 ft. Rear: 15 ft.	Side: 5 ft. Rear: 15 ft.					
Length of building wall at maximum setback (min.)							70% of street frontage or 25% of building perimeter ⁸	75% of street frontage or 25% of building perimeter ⁹
Length of undifferentiated blank wall along publicly accessible way (max.)				30 ft., except 15 ft. within PAD Overlay				
Floor area (max.)		Non-residential uses on first floor: 10,000 SF total ¹ Restaurants (public area): 2,000 SF Clinics: 3,000 SF	Laboratory and research facilities, warehousing: 10,000 SF	None, except 15,000 SF for each floor above 125 ft.			Laboratory and research facilities and warehousing: 15,000 SF Exhibition and meeting halls: 20,000 SF	

TABLE 7-E (CONT.): MIXED-USE ZONE DIMENSIONAL STANDARDS

	B-1/B-1b	B-2/B-2b/B-2c	B-3/B-3b/B-3c	B-4	B-5/B-5b	B-6	B-7
Structure height (max.)	On-Peninsula: 45 ft., except 50 ft. along Congress Street if commercial first floor and residential above ²	45 ft., except: 50 ft. if first floor is in commercial use and 65 ft. in B-2 and B-2c on lots >5 ac. if required side and rear setbacks are increased by 1 foot for each foot of height over 45 ft.	See Downtown Height Overlay Map	65 ft.	65 ft., except in B-5b along W. Commercial St. south of Danforth St. ⁵ and 120 ft. on Thompson's Point ⁶	65 ft. or as otherwise governed by the B-6 Building Height Overlay Map	See Bayside Height Overlay Map
Lot coverage (max.)			25% of lot area for portions of structures exceeding 125 ft. in height ⁴				
Impervious surface ratio (max.)	90%	Residential: None Other uses in B-2 and B-2c: 80% Other uses in B-2b: 90%		80%			

¹ Uses in structures which existed prior to the date of enactment of the B-1/B-1b zones are exempt.

² The commercial first floor uses shall utilize at least 75 % of the first-floor frontage along Congress Street and shall have an average depth of at least 20 ft.

³ A building will be determined to have an active street frontage upon meeting the following guidelines to the greatest extent practicable: the primary building façade shall be within 10 ft. feet of the front lot line; there shall be no parking on the lot within 35 ft. of the front lot line; no more than 25% of the first floor primary façade shall consist of access to garages, unutilized space, service entrances, storage or mechanicals and the remaining minimum 75% shall have an average depth of a minimum of 20 ft. for residential or commercial uses; and all primary ground floor entries to multi-family buildings must orient to street, not to interior blocks or parking lots.

⁴ Except that no floor area shall be required to be less than 10,000 SF.

⁵ For parcels of land in the B-5b zone located along W. Commercial St. south of Danforth St.: West of the projection of the centerline of the Fletcher St. right-of-way, the maximum building height shall be 45 ft.; and, east of the projection of the centerline of the Fletcher St. right-of-way and west of the projection of the centerline of the Emery St. right-of-way, the maximum building height shall be 55 ft. A projection of the centerline of a street is defined by extending the centerline of the referenced street right-of-way along its most southerly block to the centerline of W. Commercial St. Furthermore, notwithstanding Subsection 7.5.1, no rooftop structure located between the projections of the centerlines of Emery St. and Fletcher St., as described above, shall exceed a height of 62 ft as measured from average grade of the building at its foundation.

⁶ Applies only to parcels subject to an approved master development plan. Thompson's Point is defined as the contiguous parcels of upland occupying the peninsula bounded on the east by Route 295, on the north by the Mountain Division Rail right-of-way, and on the south and west by the Fore River and its associated wetlands. Nearby lands accessed from Hobart and Osgood Streets are not included.

⁷ Does not apply to parking garages and public transportation facilities. Notwithstanding required setbacks, new structures located in the blocks located south of Fore Street and north of Commercial Street and its extension shall build to the key building envelopes shown on the B6 Building Height Overlay & Building Envelopes map. Buildings located in the area east of the Fore Street Connector shall not have a maximum front setback and shall not be required to build to the key building envelope perimeter. Parking structures and the buildings for public transportation facilities may, however, be set back beyond the key building envelopes (toward the interior of blocks), but may not occupy the land between the key building envelope and the street right-of-way.

⁸ For buildings fronting on two or more streets, the minimum building wall on one street may be decreased so long as the frontage is proportionally increased on other streets in so far that the building wall on the secondary street is not reduced to less than 25 ft. Buildings in the area east of the Fore Street Connector shall not be subject to this requirement.

⁹ Does not apply to additions to or relocations of designated historic structures or structures determined to be eligible by the Historic Preservation Board.

TABLE 7-G: INDUSTRIAL & AIRPORT ZONE DIMENSIONAL STANDARDS

	I-L/I-Lb		I-M/I-Ma/I-Mb		I-H/I-Hb		A-B
Lot area (min.)							20,000 SF
Street frontage (min.)	60 ft.		60 ft.		60 ft.		50 ft. ²
Lot width (min.)							50 ft.
Front setback (min.)	I-L	25 ft.	I-M/I-Ma	1 ft. for each ft. of building height	I-H	25 ft.	None, except 20 ft. if property has frontage on Westbrook St.
	I-Lb	None	I-Mb	None	I-Hb	None	
Rear setback (min.)	I-L	25 ft., except 40 ft. when abutting residential zone	I-M/I-Ma	1 ft. for each ft. of building height up to 25 ft., except 35 ft. when abutting residential zone	I-H	35 ft.	None., except 50 ft. if abutting residential zone or use ³
	I-Lb	None, except 25 ft. when abutting residential zone	I-Mb	None, except 25 ft. when abutting residential zone	I-Hb		
Side setback (min.)	I-L	25 ft., except 40 ft. when abutting residential zone	I-M/I-Ma	1 ft. for each ft. of building height up to 25 ft., except 35 ft. when abutting residential zone	I-H	35 ft.	None, except 25 ft. if abutting residential zone or use ³
	I-Lb	None, except 25 ft. when abutting residential zone	I-Mb	None, except 25 ft. when abutting residential zone	I-Hb		
Structure height (max.)	45 ft.		I-M/I-Mb	75 ft.	75 ft.		75 ft., except 45 ft. within 100 ft. of a residential zone
			I-Ma	45 ft.			
Impervious surface ratio (max.)	I-L	65%	I-M/I-Ma	75%	I-H	85%	70% ²
	I-Lb	100%	I-Mb	100%	I-Hb	100%	
Pavement setback (min.) ¹	15 ft.		10 ft.		10 ft.		

¹ Shall not apply to entrance drives.

² Except for lots in airport restricted access areas, which shall not be subject to this provision.

³ No structure may extend beyond the building line established for any runway or taxiway. If provided, rear and side yards must not be less than 5 ft. in width.



**Bernstein, Shur,
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Mary E. Costigan
(207) 228-7147 direct
mcostigan@bernsteinshur.com

February 28, 2020

James Rather
Development Review Services Manager
389 Congress Street
Portland, ME 04101

Subject: Zoning Map Amendment: 7 Rand Road

Dear James:

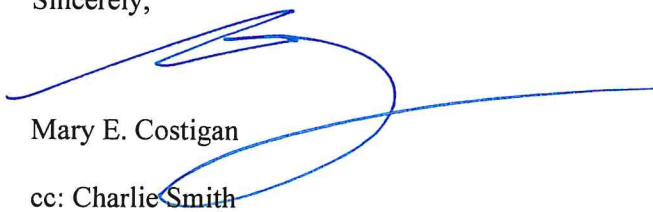
On behalf of my client, Brockway-Smith Company, we are requesting a zoning map amendment to shift the IM zone line that cuts through the middle of the parcel located at 7 Rand Road, such that the entire parcel would be in the I-M Industrial Zone. One half of the parcel, including one-third of the existing warehouse, is currently located in B-2 Community Business Zone.

Brockway-Smith is under contract to purchase the property and intends to continue to use the property for warehousing, which is permitted in I-M, but not B-2. In addition, Brockway-Smith would like to expand the warehouse, but such expansion would not be allowed in the B-2 Zone. As set forth in the attached Comprehensive Plan analysis, moving the I-M Zone line to encompass the entire warehouse into the I-M Zone is consistent with the City's Comprehensive Plan.

As shown on the attached plan of division, the current owner will retain a portion of the lot, so we are only seeking to amend the zoning on the lot we are purchasing. The highlighted area on the plan of division, as well as the proposed zoning map amendment, show the extent of the zone change request. The zone line would remain the same on the parcel retained by the seller.

Enclosed with this letter are the Comprehensive Plan Analysis, evidence of Right, Title and Interest, the plan of division and the Proposed Map Amendment. Thank you for your consideration. Please contact me directly if you have any questions.

Sincerely,



Mary E. Costigan

cc: Charlie Smith

COMPREHENSIVE PLAN ANALYSIS

PROPOSED MAP AMENDMENT FOR 7 RAND ROAD

At the time the warehouse at 7 Rand Road was constructed in 1972, the City had hand-drawn zoning maps and the zone lines did not always follow the lot lines. The warehouse on the property was constructed such that approximately one third of the building is located in the B-2 Community Business Zone and the remainder is in the I-M Industrial Zone. Although a conforming use in both zones at the time of construction, the warehouse use is now a legally nonconforming use in the B-2 Zone. Moving the zone line to encompass the entire warehouse within the I-M Zone is consistent with the Comprehensive Plan (the “Plan”), as explained in more detail below.

Relevant, Consistent City Goals and Strategies

Economy

- Create economic prosperity by growing Portland’s tax and employment base.
- Invest in, attract, and retain human capital to support a growing economy.

As set forth in the Plan, “there are many challenges for Portland’s economy, including a scarcity of office, industrial, and commercial space to meet current demand.” Moving the zone line to make the entire warehouse a permitted use will enable the future expansion of the warehouse to meet current and future demand. In addition, the future strategies to meet economic goals in the Plan include supporting local business retention and recruitment. Brockway-Smith is a New England business that has had operations in Portland beginning with its first Portland warehouse in Morrill’s Corner in 1926. It has had numerous locations in Portland, and as it grows, it continues to retain a presence in Portland. This latest relocation is from Read Street to Rand Road. This proposed map amendment to include an entire warehouse within the IM Industrial Zone is entirely consistent with the Comprehensive Plan and will enable use and expansion of an existing industrial warehouse in an appropriate location for such use.

Transportation

- Support economic vitality by ensuring the efficient movement of goods, services, and people.

Encouraging growth of industrial uses in existing industrial locations, supports continued efficiency in movement of goods. Allowing for such expansion in place also allows for operations to occur from a single location, thus adding to the efficiency.

Future Land Use

- Encourage orderly growth and development in appropriate areas of each community.
- Thoughtful expansion or investment in institutional and industrial sites.

The Future Land Use section of the Plan focuses on areas for future growth while recognizing the changes that will occur to existing facilities and uses, such as the thoughtful expansion of industrial sites.

Based on the above analysis, the proposed zoning map amendment to expand a portion of the I-M Industrial Zone to include the entirety of an existing warehouse is consistent with the Comprehensive Plan.

CITY OF PORTLAND
Planning & Urban Development Department

MAP AMENDMENT SUBMISSION CHECKLIST	
* Please submit each document <u>and</u> drawing as a separate PDF file * Please submit all drawings in a <u>24 x 36</u> sheet size * Please confirm each item by electronically checking the boxes to the left for each document/drawing	
GENERAL APPLICATION DOCUMENTS	
☒	Project Description Cover Letter with detailed project description
☒	Consistency with Comprehensive Plan Analysis of the consistency of the zone change request with the goals, policies and land use plan of Portland's Comprehensive Plan.
☒	Completed Checklist – Map Amendment Application (this document)
☒	Right, Title and Interest Deeds, leases, or purchase and sales agreements
PLANS	
☒	Vicinity Map
☒	Proposed Map Amendment (please use the Portland zoning map as a reference)
☐	Site Plan (if applicable) Provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is dated effective as of the date the last party signs on the signature page below (the Effective Date"), by and between Rand Road Holdings, LLC, a limited liability company organized under the State of Maine having a principal place of mailing address at c/o Spinnaker Trust, 123 Free Street, Portland, ME 04101 ("Seller") and Brockway-Smith Company, a Massachusetts corporation with a mailing address of 35 Upton Drive, Wilmington, MA 01887 ("Buyer").

RECITALS:

A. Seller owns certain real property consisting of approximately 33.50 acres of land (the "Land") with an approximate 242,965 square foot industrial building ("Building") located at 7 Rand Road, Portland, Maine described in deed recorded in Cumberland County Registry of Deeds Book 31342, Page 191 and described on the City of Portland Tax Assessors Map 262-A-1, 263A-A-10 and 264-B-1, more particularly described on EXHIBIT A attached hereto, including all right, title and interest of Seller in and to any rights of way, privileges and appurtenances pertaining thereto, including, without limitation, any street adjoining any portion of the land and any air and development rights related to the land if any (the "Site"); and

B. Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, upon the terms and conditions of this Agreement, a portion of the Site consisting of:

- (1) A portion of the Land to be referred to and depicted as the "Building Parcel" (as hereinafter provided), which is generally depicted on Exhibit B (the "Preliminary Plan") attached hereto. The specific layout of the Building Parcel shall be mutually agreed upon by Buyer and Seller, and depicted on the Lot Division Plan (defined in Section 3.1(3) below) to be delivered by Seller to Buyer and shall include any rights of way, privileges and appurtenance pertaining thereto including, without limitation, any street adjoining any portion of the Building Parcel and any air development rights relating to the Building Parcel, if any, to the extent transferable.
- (2) The Building and all buildings, structures and other improvements located on the Building Parcel (collectively, "Improvements") and all equipment and fixtures including, but not limited to, heating, cooling, plumbing, electrical and ventilation equipment, boilers, burners, heaters, plumbing and bathroom fixtures, electrical and lighting equipment and fixtures and all window treatments and all of Seller's right, title and interest in and to the building related equipment of any kind located on the Site or within the Building whether affixed to the Building or otherwise located at the Site on the date hereof; but not including any of the foregoing owned by [REDACTED] ("Personal Property").
- (3) All of Seller's transferable right, title and interest, if any, in and to any and all licenses, permits, agreements, approvals, privileges or warranties relating to the Building Parcel, the Improvements or the Personal Property (the "Approvals").

The Building Parcel, the Improvements, the Personal Property and the Approvals shall collectively be referred to as the "Property".

CPS
4/22/19

C. The conveyance of the Property shall include perpetual nonexclusive easements and a right of way to use the existing driveway leading from Rand Road, for the purposes described in Section 1.2 below, which shall be located on the portion of the Site retained by Seller which shall be referred to and depicted as the "Retained Parcel" on the Lot Division Plan (the "Retained Parcel"), and certain utility easements in and over the Retained Parcel as described at Section 1.2 below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Seller and Buyer hereby agree as follows:

1. **AGREEMENT OF PURCHASE AND SALE: PURCHASE PRICE**

1.1 **Agreement of Purchase and Sale.** In accordance with and subject to the terms and conditions of this Agreement, Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and accept the Property from Seller. Seller agrees that the title to be conveyed to Buyer shall be fee simple title.

1.2 **Easements.** The conveyance of the Property shall include (i) a perpetual, nonexclusive easement and right of way to use the existing driveway leading from Rand Road on the Retained Parcel shown on EXHIBIT B for pedestrian and vehicular access and egress to the Property, (ii) the perpetual easement to use, operate, repair, maintain and replace any currently existing utility lines, water and sewer lines and stormwater drainage pipes, swales, ponds and facilities now serving the Property and located through, over and under the existing driveway and/or Retained Parcel; and (iii) the perpetual nonexclusive easement to locate, use, operate, repair, maintain and replace a below ground natural gas line, and related appurtenant facilities, which connects to natural gas distribution line on the land now or formerly of Brixmor SPE 4 LP to the Property, pursuant to and in compliance with that certain Easement Agreement between Brixmor SPE 4 LP and Northern Utilities, Inc. d/b/a Unitil, dated December 29, 2016 and recorded in said Registry of Deeds in Book 33739, Page 180. The driveway easement and such other easements shall each be in form reasonably satisfactory to Buyer and Seller.

1.3 **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be [REDACTED], subject to credits, prorations and other adjustments as provided for in this Agreement.

1.4 **Payment of the Purchase Price.** Buyer will pay the sum of [REDACTED] as an Earnest Money Deposit upon full execution hereof. Such Earnest Money Deposit shall be payable to Jensen Baird Gardner & Henry (the "Escrow Agent"), to be held in escrow in accordance with the terms of this Agreement. Upon expiration of the last to expire of the Inspection Period (as defined at Section 4), the Plan Review Period (as defined at Section 3.1(3)) or the Survey Review Period (as defined at Section 2.3(1)), if this Agreement is not otherwise terminated, Buyer shall increase the Earnest Money Deposit to [REDACTED], at which point the Earnest Money Deposit shall be non-refundable, except for (a) a default, beyond any applicable defined cure period, by Seller under this Agreement, (b) Seller's refusal or inability to close; (c) failure of any of the conditions to close or (d) any other provision of

this Agreement which provides for a refund of the Earnest Money Deposit. Buyer shall pay the balance of the Purchase Price to Seller in immediately available funds via federal wire transfer to the Seller's designated account on the Closing Date (as defined at Section 6.1) and as provided herein, subject to the credits and prorations set forth in this Agreement.

2. CONDITION OF TITLE; SURVEY MATTERS

2.1 **Title and Title Condition.** It shall be a condition to the Closing that Seller shall convey good and clear record and marketable title to the Property free from any encumbrances or other title defects, except for utility easements benefiting the Property and which are not Unpermitted Exceptions as defined at Section 2.2(I), and except for other encumbrances and title defects which Buyer agrees to accept. Seller shall within seven (7) days of the Effective Date provide Buyer with a copy of any title insurance policy or commitment in Seller's possession or control relating to the Site. Buyer shall, at its sole cost and expense, have the title to the Property examined. Buyer shall give written notice ("Title Defect Notice") to the Seller no later than forty-five (45) days from the Effective Date ("Title Review Period") if such title examination discloses any title defect which is unacceptable to Buyer in its sole and absolute discretion (collectively, "Unpermitted Exceptions"). Any matter of record title as of the effective date of Buyer's title examination which is not the subject of a Title Defect Notice, shall be conclusively deemed waived by Buyer and shall constitute a "Permitted Exception, except for mortgages or other liens which shall constitute Unpermitted Exceptions whether or not included in the Title Defect Notice."

2.2 **Title Defects.**

- (1) If Buyer gives a Title Defect Notice to Seller in accordance with the provisions of 2.1 above, then with respect to any Unpermitted Exception which is a mortgage or similar encumbrance created voluntarily by Seller and which secures only the payment of a stated indebtedness ("Monetary Lien"), Seller shall either (a) pay the amount necessary to remove such Monetary Lien from the record title to the Property and will, on or prior to the Closing Date, obtain a recordable instrument or other documentation sufficient to cause Buyer's title insurance company to delete such matter from an owner's title insurance policy to be issued to Buyer at standard rates, or (b) in the case only of a Monetary Lien securing the payment of a mortgage held by an institutional lender pay on the Closing Date the sum required to remove such Monetary Lien from the record title out of the Purchase Price to be received at the Closing pursuant to arrangements acceptable to Buyer and Buyer's counsel. With respect to any Unpermitted Exception which is not a Monetary Lien ("Nonmonetary Encumbrance"), Seller shall notify Buyer, within ten (10) days after Seller's receipt of the Title Defect Notice, whether Seller will attempt to cure such Nonmonetary Encumbrance. If Seller does not agree to attempt to cure such Nonmonetary

Encumbrance by notice given to Buyer on or before the expiration of said ten (10) day period, Buyer shall have the right, by notice given to Seller within ten (10) days after the earlier to occur of the expiration of said ten (10) day period or Buyer's receipt of Seller's notice, either to waive the Nonmonetary Encumbrance without abatement or reduction of the Purchase Price, or terminate this Agreement. If Seller agrees to attempt to cure the Nonmonetary Encumbrance, then Seller shall use best reasonable efforts to cure or remove such Nonmonetary Encumbrance. If after using best reasonable efforts, Seller has not removed or cured any Nonmonetary Encumbrance within thirty (30) days of Seller's receipt of a Title Defect Notice, Buyer shall, as its sole remedy and either (a) accept title to the Property subject to such Nonmonetary Encumbrance, in which case any Nonmonetary Encumbrance identified in the Title Defect Notice which Seller has not cured or removed shall constitute a Permitted Exception and the Closing shall occur without any credit against or abatement of the Purchase Price on account thereof; or, (b) elect to terminate this Agreement, in which case the Earnest Money Deposit, together with all interest, shall be immediately refunded to Buyer, all obligations of the parties hereto (except those which expressly survive termination) shall cease, and this Agreement shall be null and void and without recourse to the parties hereto.

- (2) If prior to the Closing an updated title report shows any new matter which did not appear on the record title to the Property as of the effective date of the initial title examination performed by Buyer which is not acceptable to Buyer in Buyer's sole discretion, then Buyer shall have the right to give Seller written notice of any such new matter which shall then be deemed to be an Unpermitted Exception and in such instances the parties shall have the same rights and obligations as to such new Unpermitted Exception as stated in Section 2.2(1) above.

2.3 Survey.

- (1) Seller shall within seven (7) days of the Effective Date provide Buyer with copies of all surveys, site plans, building plans or similar plans in Seller's possession or control which relate to the Site. Buyer may, at Buyer's expense, either before or after receipt of the Lot Division Plan (as defined at Section 3.1(3)), arrange for the preparation by a surveyor or engineer ("surveyor"), of a new or updated ALTA/NSPS Survey of the Property (the "ALTA/NSPS Survey", which shall include the Lot Division Plan as provided at Section 3.1(3)), certified to Buyer and the Buyer's title insurance company, and if Buyer elects to have a new or updated survey prepared, Seller shall cooperate with Buyer and the surveyor to enable the surveyor to prepare an ALTA/NSPS Survey, including, without limitation, providing the surveyor and Buyer with any and all surveys or records of the Site in the possession or control of Seller and permitting the surveyor to have access to the Site. Buyer shall have given written notice to Seller ("Survey Defect Notice") not later than thirty (30) days from the date Buyer receives the Lot Division Plan of any survey matter, zoning compliance issues survey related exceptions or any survey exceptions that the Buyer's title company indicates will appear on a title insurance policy which are not

acceptable to Buyer in Buyer's sole discretion ("Unpermitted Survey Exceptions"). Any such exceptions or survey matters which are shown on the Lot Division Plan or on any other ALTA/NSPS Survey obtained by Buyer which are not set forth in a Survey Defect Notice within said thirty (30) day period ("Survey Review Period") shall be deemed approved. Seller shall notify Buyer, within ten (10) days after Seller's receipt of the Survey Defect Notice, whether Seller will attempt to cure such Unpermitted Survey Exceptions. If Seller does not agree to attempt to cure such Unpermitted Survey Exceptions by notice given to Buyer on or before the expiration of said ten (10) day period, Buyer shall have the right, by notice given to Seller within ten (10) days after the earlier to occur of the expiration of said ten (10) day period or Buyer's receipt of Seller's notice, either to waive the Unpermitted Survey Exceptions without abatement or reduction of the Purchase Price, or terminate this Agreement. If Seller agrees to attempt to cure the Unpermitted Survey Exceptions, then Seller use best reasonable efforts to cure or remove such Unpermitted Survey Exceptions. If after using best reasonable efforts, Seller has not removed or cured any Unpermitted Survey Exceptions within sixty (60) days of Seller's receipt of a Survey Defect Notice, Buyer shall, as its sole remedy either (a) accept title to the Property subject to such Unpermitted Survey Exceptions, in which case any Unpermitted Survey Exceptions identified in the Survey Defect Notice which Seller has not cured or removed shall constitute a Permitted Exception and the Closing shall occur without any credit against or abatement of the Purchase Price on account thereof; or, (b) elect to terminate this Agreement, in which case the Earnest Money Deposit, together with all interest, shall be immediately refunded to Buyer, all obligations of the parties hereto (except those which expressly survive termination) shall cease, and this Agreement shall be null and void and without recourse to the parties hereto.

- (2) If prior to the Closing, any encroachments or other survey exceptions which did not appear on the Lot Division Plan or on any ALTA/NSPS Survey obtained by Buyer are discovered which are not acceptable to Buyer, in Buyer's sole discretion, then Buyer shall have the right to give written notice of any such newly discovered survey exception to Seller and in such instances the parties shall have the same rights and obligations as to such newly discovered survey exception as stated in Section 2.3(1) above.

- 2.4 **Title Insurance Policy.** It shall be a condition to Buyer's obligations to purchase the Property that Buyer may obtain an owner's (and lender's, if applicable) policy of title insurance at normal premium rates insuring title to the Property free from any encumbrances except for the Permitted Exceptions.

3. **APPROVALS AND CONDITIONS**

3.1 **Conditions.** The obligations of Buyer under this Agreement shall be subject to and contingent upon the satisfaction of the following conditions within the time periods specified below:

(1) **Approval of Title.** Buyer shall have approved the condition of title and survey of the Property pursuant to Sections 2.1 through 2.3 above within the time periods provided therein.

(2) **Title Policy.** Buyer (and Buyer's lender, if applicable) shall (if elected to do so) have received a commitment to obtain the title insurance policy(ies) described in Section 2.4.

(3) **Division.**

a. The specific boundaries of the Building Parcel and the Retained Parcel shall be mutually agreed upon by Buyer and Seller and if Buyer and Seller for any reason are not able to agree upon the boundaries of the Building Parcel and the Retained Parcel, this Agreement shall terminate and the Earnest Money Deposit shall be returned to Buyer.

b. Seller shall, at Seller's sole cost and expense, arrange for the preparation, by a surveyor or civil engineering firm reasonably acceptable to Buyer, of a plan in recordable form ("Lot Division Plan") which sets forth the Building Parcel and the Retained Parcel as mutually agreed upon by Buyer and Seller. The Lot Division Plan shall show the location of all Improvements on the Site including, but not limited to the Building, the location of all existing utility, water and sewer lines and all drainage facilities on the Site and shall identify the driveway easement and all other easements which are to be granted to Buyer in accordance with Section 1.2. The Lot Division Plan and the division of the Site into the Retained Parcel and the Building Parcel shall establish to the satisfaction of the Buyer in its sole discretion that the Property (including the Building and any other existing Improvements or the Building Parcel) conforms in all respects to any and all applicable municipal, state and other government regulations including, but not limited to, applicable zoning and land-use laws (including, but not limited to, set back requirements, frontage requirements, lot size requirements and building and impervious coverage ratios), that the Property abuts and has access to a public way duly laid out by the City of Portland and has access to all utility, water and sewer lines and drainage facilities. Seller shall cooperate with Buyer in the division of the Site and shall allow Buyer to consult with Seller and Seller's surveyor or engineer in connection with the preparation of the Lot Division Plan. Buyer shall have a period of thirty (30) days from the delivery of the completed Lot Division Plan ("Plan Review Period") to review the Lot Division Plan and if Buyer is not satisfied in Buyer's absolute discretion with the Lot Division Plan, Buyer

may terminate this Agreement prior to the expiration of the Plan Review Period.

- c. The Closing shall be contingent upon Seller, at Seller's sole cost and expense, obtaining any necessary municipal or other approvals for the subdivision of the Site pursuant to the Lot Division Plan (as finally approved by Buyer) and if Seller determines that such approvals are not required, the Closing shall be contingent upon Buyer's confirmation, in Buyer's sole judgment, that such approvals are not required and if Buyer does not so confirm such determination, Buyer may terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this subsection, the Earnest Money Deposit, together with all interest, shall be immediately refunded to Buyer, all obligations of the parties hereto (except those which expressly survive termination) shall cease, and this Agreement shall be null and void and without recourse to the parties hereto.
- (4) **Improvements; Building Addition.** Buyer's obligations are contingent upon Buyer's determination, in Buyer's sole discretion, that the division of the Site as set forth in the Lot Division Plan allows for the installation of a fire lane in compliance with all laws and regulations of the City of Portland including, but not limited to, applicable zoning requirements to be installed around the perimeter of the Building, and for the Property to provide sufficient "unimproved space" in compliance with applicable zoning requirements to enable Buyer to construct a 100,000 square foot addition to the Building to be located in the direction of Rand Road and the existing parking lots towards the railroad tracks as depicted on Exhibit B. If Buyer is not satisfied in Buyer's sole discretion, that the division of the Site will allow the installation of such fire lane or provide such sufficient "unimproved space", Buyer may terminate this Agreement prior to the expiration of the Plan Review Period. If Buyer elects to terminate this Agreement pursuant to this subsection, the Earnest Money Deposit, together with all interest, shall be immediately refunded to Buyer, all obligations of the parties hereto (except those which expressly survive termination) shall cease, and this Agreement shall be null and void and without recourse to the parties hereto.
- (5) **Inspection of Property and Due Diligence Evaluation.** Buyer shall have a period of forty-five (45) days from the Effective Date ("Inspection Period") to determine, in Buyer's sole, absolute discretion, that Buyer is satisfied with the physical and environmental condition of the Property, and is satisfied, in its sole, absolute and subjective discretion, as to the feasibility of acquiring, owning and further developing the Property, as contemplated by Buyer, and operating the Property for the use and in the manner contemplated by Buyer. During such Inspection Period, Buyer shall have access to the Property for the purpose of making inspections, investigations, and tests thereof including, but not limited to, building and system inspections and such tests, borings and inspections which Buyer deems

necessary to determine if there are any hazardous wastes, hazardous substances, oils or hazardous materials in, on, under or about the Property. Seller shall make available to Buyer all environmental studies or reports in Seller's possession or control, wetland delineation reports, geological reports, prior land use permit applications filed by Seller and decisions obtained by Seller with the City of Portland, State of Maine or any federal agency having jurisdiction, to Buyer within ten (10) days from the Effective Date. Buyer shall comply with all applicable laws, rules and regulations in connection with its inspections and/or investigations of the Property and all matters related thereto. Any and all costs and expenses of Buyer's inspection/investigation of the Property shall be borne by Buyer. Buyer shall indemnify and hold Seller harmless against any and all damage to the Property, liability for mechanic's liens or personal injury, arising out of Buyer's inspections and investigations of the Property. It is expressly agreed that the foregoing indemnity shall be deemed to survive the Closing or the termination of this Agreement. Buyer agrees that upon Seller's request Buyer will provide to Seller and to cause each of its agents, contractors, subcontractors, consultants and other representatives who enter upon the Property to provide to Seller, prior to any such entry, evidence of insurance covering the activities to be conducted by Buyer and its employees, agents, contractors subcontractors, consultants and representatives.

If Buyer is not satisfied with the results of Buyer's inspections and investigations, Buyer may terminate this Agreement by written notice to Seller prior to the end of the Inspection Period. If Buyer fails to terminate this Agreement prior to the expiration of the Inspection Period, Buyer shall be conclusively deemed to have waived the right to terminate under this Section 3.1(5). If Buyer elects to terminate this Agreement pursuant to this subsection, the Earnest Money Deposit, together with all interest, shall be immediately refunded to Buyer, all obligations of the parties hereto (except those which expressly survive termination) shall cease, and this Agreement shall be null and void and without recourse to the parties hereto.

- (6) **Possession; Condition of Property.** At Closing, Seller shall deliver full possession of the Property to Buyer free of all leases, tenancies and occupancies of any person or entity other than [REDACTED]

[REDACTED], [REDACTED]. As of the Closing, the Property shall not be in material violation of any applicable law or regulation of any governmental authority. The physical condition of the Property at the Closing shall be in substantially similar condition as compared to such condition as of the close of the Inspection Period, subject to the expansion of Tenant's leased space and related changes in the configuration of Tenant's leased space generally as depicted on Exhibit C attached hereto. If Seller is unable to deliver possession to Buyer as hereinabove provided or if as of the Closing, the Property is in material violation of any such law, regulation or governmental authority or the physical condition of the Property is not in substantially

similar condition as compared to such condition as of the close of the Inspection Period, as hereinabove provided, Buyer may terminate this Agreement by written notice to Seller. If Buyer terminates this Agreement pursuant to this subsection, the Earnest Money Deposit together with all interest shall be immediately refunded to Buyer, all obligations of the parties hereto (except those which expressly survive termination) shall cease and this Agreement shall be null and void without recourse to the parties.

- (7) **Lease Matters.** The Closing shall be contingent upon Buyer's receipt of an estoppel certificate from the Tenant in the form of EXHIBIT D attached hereto. If Seller is unable to deliver such estoppel certificate or if the estoppel certificate delivered by the Tenant indicates a landlord default or other materially adverse fact, Buyer may terminate this Agreement by written notice to Seller. If Buyer terminates this Agreement pursuant to this subsection, the Earnest Money Deposit together with all interest shall be immediately refunded to Buyer, all obligations of the parties hereto (except those which expressly survive termination) shall cease and this Agreement shall be null and void without recourse to the parties.
- (8) **Flood Zone; Restrictions.** The Closing shall be contingent upon Buyer's determination that the Property is not located in a flood plain area or flood plain zone or any such other flood prone area as determined under the Rules and Procedures of the Federal Flood Insurance Program and that Buyer's use and further development of the Property as contemplated by Buyer will not be prohibited or substantially interfered with by any applicable law, regulation or ordinance relating to wetlands, conservation, land preservation or similar classifications or zoning ordinances or by any easement, restriction or other agreement. If Buyer's not satisfied with its determination, Buyer may terminate this Agreement at any time prior to the expiration of the Survey Review Period. If Buyer elects to terminate this Agreement pursuant to this subsection, the Earnest Money Deposit, together with all interest, shall be immediately refunded to Buyer, all obligations of the parties hereto (except those which expressly survive termination) shall cease, and this Agreement shall be null and void and without recourse to the parties hereto.

- 3.2 **Consequences of Termination of this Agreement.** If this Agreement is terminated by Buyer pursuant to Sections 2.2, 2.3, 2.4, 3.1, 6.7, 7.1, 8.1 or any other section specifically referring to this Section 3.2, then the following shall occur: (i) Buyer shall return to Seller all documents delivered by Seller to Buyer pursuant to this Agreement; (ii) Buyer shall deliver copies of all studies, reports, plans and surveys, including the ALTA/NSPS Survey, in Buyer's possession or control to Seller, and (iii) Seller shall promptly cause the return of the Earnest Money Deposit to Buyer. Upon completion of all of the foregoing, this Agreement shall be deemed terminated and neither party shall have any further rights against nor obligations to the other hereunder or in connection herewith except to the extent that any provision of this Agreement specifically survives any termination.

4. **WARRANTIES.**

4.1 **Representations of Buyer.** Buyer represents for the benefit of Seller that the following facts are true and correct as of the execution of this Agreement and shall be true and correct as of the Closing Date:

- (1) **Organization.** Buyer is a corporation duly organized and validly existing under the laws of the Commonwealth of Massachusetts with the full corporate power to enter into this Agreement.
- (2) **Authority.** The authority, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all requisite action of Buyer and no other authorizations or approvals whether of governmental bodies or otherwise are necessary in order to enable Buyer to enter or to comply with this Agreement.
- (3) **Binding Effect of Documents.** This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered into by Buyer, and will constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Buyer is a party or by which it is bound.

4.2 **Representations of Seller.** Seller represents for the benefit of Buyer and Buyer's successors and assigns that the following facts are true and correct as of the execution of this Agreement and shall be true and correct as of the Closing Date and shall survive the Closing Date.

- (1) **Organization.** Seller is a limited liability company duly organized and validly existing under the laws of the State of Maine with full power to enter into this Agreement.
- (2) **Authority.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all requisite action of Seller, and no other authorizations or approvals, whether of governmental bodies or otherwise, are necessary in order to enable Seller to enter into or to comply with the terms of this Agreement.
- (3) **Binding Effect of Documents.** This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, and will constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

- (4) **Condemnation Proceedings.** Seller has received no written notice of any condemnation proceedings, eminent domain proceedings or similar actions or proceedings against the Property or any municipal betterments or special assessments proposed with respect to the Property.
- (5) **Foreign Person.** Seller is not a foreign person and is a "United States Person" as defined in Section 7701(a)(30) of the Internal Revenue Code, as amended.
- (6) **Violations.** Seller has no knowledge relative to the Property being in violation of, (A) any of the Approvals or any conditions thereof, (B) any easement, restrictive covenant or other matter of record affecting the Property or any part thereof, (C) any laws, statutes, ordinances, codes, regulations, rules, orders, or other requirements of any local, state or federal authority or any other governmental entity or agency having jurisdiction over the Property or any part thereof, including, without limitation, any of the foregoing affecting zoning, land-use, subdivision, building, health, traffic, environmental, hazardous waste or flood control matters (all of the foregoing items in (C), collectively, called the "Governmental Regulations").
- (7) **Litigation.** Seller has no knowledge of any suits, actions or proceedings pending or threatened against or affecting the Property or which would prevent Seller from performing any of the transactions to be performed by Seller herein before any court or administrative agency or officer.
- (8) **Hazardous Materials.** During the time of Seller's ownership of the Property, Seller has no knowledge of the release of any hazardous substance, hazardous waste, hazardous materials or oil or other petroleum products at the Property or into the environment from the Property, except as previously disclosed to Buyer in a Phase I Environmental Site Assessment prepared by St. Germain Collins dated October 22, 2018, St. Germain Collins File No. 3602-0001.
- (9) **No Lease.** Seller has not entered into any leases, licenses or other occupancy agreements (written or verbal) which grant any possessory interest in and to any portion of the Property and that remain in effect other than the Lease, or that otherwise give rights with regard to the use of the Property, maintenance or service contracts or other agreements which will affect the Property after the Closing.
- (10) **No Options.** There are no purchase options, purchase contracts, or other agreements, written or oral, whereby any person could claim a legal or equitable right, title or interest in the Property or any portion thereof.
- (11) **No Citations.** Seller has no knowledge of any written notice or citation from (i) any federal, state, county or municipal authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of any law, regulation, permit, order or directive in respect of the Property

or any part thereof, which has not been entirely corrected in accordance with applicable law; or (ii) any insurance company or bonding company of any defects or inadequacies in the Property or any part thereof, which would adversely affect the insurability of the same or of any termination or threatened termination of any policy of insurance or bond.

- (12) **No Default.** Performance of this Agreement will not result in a breach of, constitute a default under, or result in the imposition of a lien or encumbrance upon the Property under any agreement instrument, covenant, restriction, or organizational documents by which Seller or the Property is bound, and Seller is not prohibited from consummating the transactions contemplated herein by any law or regulation, agreement, instrument restriction, order or judgment.
- (13) **No Bankruptcy.** No bankruptcy or insolvency proceeding under the Bankruptcy Code or any state bankruptcy or insolvency law filed by or against Seller is pending and no such filing is contemplated by Seller, or, to Seller's knowledge, threatened.
- (14) **No Rights.** Seller has no knowledge of any existing rights (e.g., rights of first refusal) or other consents or waivers required for the completion of the delivery of the deed.
- (15) **No Underground Storage Facilities.** Seller has no knowledge of underground storage facilities or other subsurface storage facilities used to hold petroleum products or other hazardous materials now in use or previously abandoned at the Property.
- (16) **Municipal Water and Sewer.** The Property is serviced by municipal water and sewer. Seller has no knowledge of an onsite subsurface water disposal system at the Property.
- (17) **No Tax Liability.** Seller has no knowledge of Seller owing any past due taxes to the State of Maine.
- (18) **No Sanctions.** Seller has no knowledge of being subject to sanctions of the United States government or, to Seller's knowledge, in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations.
- (19) **Challenges.** Seller has no knowledge of any claim by any third party which challenges or disputes Seller's title to the Site or any dispute or disagreement as to the location of the boundary lines of the Site.

All warranties and representations of Seller set forth in this Agreement shall survive the Closing Date. For the avoidance of doubt, Buyer acknowledges that the Property is being sold in its "as-is" and "where-is" condition, with all faults, and without Seller's representation as to warranties as to the physical condition of the Property, or issues ascertainable from public record.

- 4.3 **No Warranties or Representations.** Except as expressly stated in this Agreement, Buyer agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, or agreements of any kind or character, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the value, nature, quality or condition of the Property, or the suitability of the Property for any and all activities and uses which Buyer may conduct thereon.
- 4.4 **Documents Provided by Seller.** Buyer agrees that any information, documentation, studies, permits and/or analysis which are in Seller's possession that pertain to the Property, including but not limited to, those items referred to in Section 2.3 which Seller makes available to Buyer are provided for Buyer's convenience only and Seller makes no representation or warranty whatsoever as to the accuracy or the completeness thereof or information contained therein or as to the condition of the Property (except as provided in this Article 4) or any rights related to the possible development of the Property.

5. **ADDITIONAL AGREEMENTS OF BUYER AND SELLER**

- 5.1 **Right of Entry.** Buyer and its representatives, employees, contractors, agents and designees shall have the right to enter upon the Site and enter the Building upon twenty-four (24) hours' advance telephone or e-mail notice, at Buyer's sole cost and expense, during normal business hours prior to the Closing Date, in order to inspect and investigate the Property or its environmental condition and, subject to Section 3.1(3) hereinbefore, to conduct any and all tests, surveys and studies Buyer deems necessary or convenient. Buyer shall indemnify Seller against and hold Seller and the Property free and harmless from any damage to the Property arising out of any such entry, testing, and investigation by Buyer or its representatives, employees, agents, contractors, or designees. Should Buyer conduct or cause environmental studies to be conducted, Buyer shall cause all residue or product samples relating thereto to be disposed of in full compliance with applicable law. Buyer shall restore the Property to its existing condition subsequent to the completion of all of Buyer's investigations or inspections of the Property or upon the conclusion of the Inspection Period, whichever shall first occur.
- 5.2 **Seller Covenants.** Seller agrees that so long as this Agreement is in effect:
- (1) **Occupancy.** Seller shall not permit occupancy of or enter into any new lease, license or other occupancy agreement for space in or on the Property, or any portion thereof, except for the Lease.
 - (2) **Contracts.** Seller shall not enter into any service or maintenance contract relating to the Property which is not terminable as of the Closing Date. Seller shall terminate any existing service or maintenance contracts as of the Closing Date at Buyer's request; provided that such service or maintenance contracts are terminable without penalty.

- (3) **Personal Property.** All Personal Property included in this Agreement shall not be removed from any of the Improvements, unless the same is replaced with similar items of at least equal quality prior to the Closing.
- (4) **Insurance.** Seller shall maintain fire and extended coverage and liability insurance coverage on the Property in the same amounts as presently carried by Seller.

If the Property has been damaged by fire or other casualty and is not fully repaired at the time of the Closing or a proceeding for condemnation or taking by eminent domain of all or any part of the Property shall be commenced, then (unless Buyer terminates this Agreement as provided hereunder), Seller shall convey and Buyer shall accept such title to the Property in such unrestored condition, without reduction to the Purchase Price other than in the amount of the deductible amount, if any, under Seller's property insurance policy applicable to the Property, and Seller shall pay over, and assign to Buyer any insurance proceeds or condemnation awards recovered or recoverable by Seller arising from fire or other casualty to, or condemnation of, the Property which have not been applied by Seller to restore the Property, and Buyer shall receive an assignment of Seller's contract rights against any contractor engaged by Seller to repair the Improvements. Notwithstanding anything to the contrary set forth in this Agreement, in the event that the Building and/or any Improvements to the Property are destroyed or damaged by fire or other casualty prior to the delivery of the deed, Buyer may, at Buyer's option, terminate this Agreement by written notice to Seller and the provisions of Section 3.2 shall be applicable.

- (5) **Financing.** Seller shall not execute any new mortgage on the Property or modify the existing mortgage(s) on the Property, or otherwise encumber the Property in an amount which, together with the amount of all other mortgages and monetary liens, will exceed the net amount of the Purchase Price to be received by Seller at the Closing, after deduction (if any) for the adjustments and costs described in Section 6.4 and 6.5 above or create any other new encumbrance or restriction affecting the Property.

- 5.3 **Representations and Warranties.** Neither Buyer nor Seller will cause any action to be taken that would cause any of the representations or warranties made by such party in this Agreement to be false as of the Closing Date. Each party shall promptly notify the other party in writing of the occurrence of any event or condition which occurs prior to the Closing Date which causes a change in the facts related to the truth of any of the representations or warranties made in Article 4 of this Agreement.

6. **CLOSING DATE.**

- 6.1 **Closing.** The date of closing ("Closing Date") shall be on a date designated by Seller in a written notice delivered to Buyer ("Closing Notice") which Closing Notice may not be delivered prior to the expiration of the Due Diligence Period,

Title Review Period, Plan Review Period and Survey Review Period and which date may be no sooner than forty-five (45) days after the date of delivery of the Closing Notice. In no event shall the Closing be later than April 1, 2020. If Seller fails to deliver a Closing Notice on or before February 14, 2020, the Closing Date shall be April 1, 2020. The terms "Closing" and "Closing Date" as used herein shall mean the date upon which a Statutory Quitclaim with Covenant deed conveying the Property to Buyer is delivered by Seller to Buyer for recording in the Cumberland County (Maine) Registry of Deeds. Possession shall be delivered at Closing as provided at Section 3.1(6). The Closing shall take place through an escrow pursuant to a mutually agreed upon escrow letter setting forth the terms of the escrow.

6.2 **Buyer's Obligations.** At the Closing Date, Buyer shall deliver to Seller:

- (1) The Purchase Price in immediately available funds as provided at Section 1.3.
- (2) An executed closing statement.
- (3) An executed Assignment and Assumption of the Lease.
- (4) An executed Real Estate Transfer Tax Declaration.

6.3 **Seller's Obligations.** On or before the Closing Date, Seller shall deliver to Buyer all of the following:

- (1) Statutory Quitclaim with Covenant deed, in form and substance reasonably acceptable to Buyer's counsel, executed and acknowledged by Seller, conveying the Property to Buyer, in its AS-IS and WHERE-IS condition with all faults, free of all liens and encumbrances except Permitted Exceptions.
- (2) An executed Maine Real Estate Transfer Tax Declaration.
- (3) A copy of the resolutions of the Members of Seller authorizing the execution, delivery and performance by Seller of this Agreement, and designating one or more managers to execute documents, including the deed, in Seller's name in connection herewith, certified as correct and complete by a manager of Seller, together with an incumbency certificate for each person executing documents on behalf of Seller (or other evidence of authority acceptable to Buyer's counsel), a good standing certificate certified by the state of Seller's formation (and State of Maine if required to register therein) and a manager's certificate certifying as to the authorization of Seller to execute and deliver this Agreement and perform its obligations under this Agreement.
- (4) A Non-Foreign Affidavit executed by Seller in the standard form.

- (5) A standard Seller's Affidavit or other affidavit required by the Buyer's title insurance company to issue a title policy to Buyer (and Buyer's lender, if applicable) without exception as to parties in possession and as to mechanic's or materialmen liens.
- (6) An affidavit indicating that Seller is a Maine resident, or in lieu thereof or another applicable exemption, Buyer shall be entitled to withhold and account for 2.5% of the Purchase Price as required by 33 M.R.S. §5250-A.
- (7) A notice regarding underground storage tanks pursuant to 38 M.R.S §563.
- (8) An executed closing statement.
- (9) An Assignment and Assumption of the Lease in form satisfactory to Buyer's counsel.
- (10) The estoppel certificate from the Tenant and the Tenant waiver referred to at Section 3.1(7).
- (11) An executed Quitclaim with Covenant Bill of Sale conveying the Personal Property.
- (12) Such other documents and instruments as may be specifically required in this Agreement or as may be customarily provided by sellers in transactions of this type and reasonably required by Buyer's title insurance company such as a 1099 Form and a W-9 Form; but in any event not including a survey affidavit.

6.4 **Prorations and Adjustments.** Seller shall be responsible for and pay all accrued expenses with respect to the Property accruing up to 11:59 P.M. on the day prior to the Closing Date (the "Adjustment Date") and shall be entitled to receive and retain all revenue from the Property accruing up to such time. On the Closing Date the following adjustments and apportionments shall be made in cash or by closing adjustment as of the Closing Date:

- (1) Real estate taxes, personal property taxes, stormwater charges and utility charges, if any, shall be prorated.
- (2) Rents, common area payments, tax payments and other payments payable under the Lease shall be apportioned, and the security deposits credited to Buyer.
- (3) Seller shall at Closing pay all utility charges according to final readings.

6.5 **Closing Costs.**

- (1) Seller shall pay:

- i. Preparation charges for Seller's documents;
 - ii. The cost of any Seller's other obligations under this Agreement;
 - iii. Seller's share (50%) of the transfer tax due to the State of Maine; and
 - iv. Recording costs relating to discharging any liens of record.
- (2) Buyer shall pay:
- i. Recording costs for the deed;
 - ii. The premium for a standard ALTA Owner's form of Title Policy, including any desired endorsements;
 - iii. The cost of any of Buyer's other obligations under this Agreement; and
 - iv. Buyer's share (50%) of the transfer tax due to the State of Maine.

6.6 **Additional Conditions to Buyer's Obligation to Purchase the Property.** In addition to the conditions set forth in Section 3.1, Buyer's obligation to purchase the Property from Seller pursuant to this Agreement is subject to and conditioned upon the fulfillment of each and all of the following conditions precedent, unless waived in writing by Buyer, in Buyer's sole and absolute discretion:

- (1) Each and every representation and warranty of Seller contained in this Agreement shall be true and correct in all material respects on the Closing Date.
- (2) The title insurance company selected by Buyer shall be unconditionally obligated and committed to issuing the title policy to Buyer as set forth at Section 2.5.

6.7 **Additional Conditions to Seller's Obligation to Convey the Property.** Seller's obligation to convey the Property to Buyer pursuant to this Agreement is subject to and conditioned upon the fulfillment of each and all of the following conditions precedent, unless waived in writing by Seller: (a) each and every representation and warranty of Buyer contained in this Agreement shall be true and correct in all material respects on the Closing Date; (b) Buyer shall have performed the requirements and delivered the documents described in Section 6.2 hereof on or prior to the Closing Date; and (c) Buyer shall have paid the Purchase Price.

7. **REMEDIES**

7.1 **Seller's Default.** In the event that Seller breaches or shall have failed in any material respect on the Closing Date to have performed any of the covenants and agreements contained in this Agreement which are to be performed by Seller on or

before the Closing Date, any material representation or warranty of Seller herein was untrue when made, or Seller shall have caused any material representation or warranty to become untrue between the date of this Agreement and the Closing Date, then Buyer's sole and exclusive remedy shall be to (i) take any and all legal actions necessary to compel Seller to convey the Property in accordance with the terms of this Agreement (it being acknowledged that damages at law would be an inadequate remedy), and to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement provided however that if the remedy of specific performance is not available because Seller has conveyed the Property (or any portion thereof) to a third party in breach of this Agreement, Buyer may seek to recover Buyer's actual damages, or (ii) to terminate this Agreement whereupon the Earnest Money Deposit, together with all interest thereon, shall be immediately refunded to Buyer, all obligations of the parties hereto (except those which expressly survive termination) shall cease, and this Agreement shall be null and void and without recourse to the parties hereto.

- 7.2 **Buyer's Default.** In the event that Buyer breaches or shall have failed in any material respect on the Closing Date to have performed any of the covenants and agreements contained in this Agreement which are to be performed by Buyer on or before the Closing Date, any material representation or warranty of Buyer herein was untrue when made, or Buyer shall have caused any material representation or warranty to become untrue between the date of this Agreement and the Closing Date, then Seller's sole and exclusive remedy shall be to (i) take any and all legal actions necessary to compel Buyer to purchase the Property in accordance with the terms of this Agreement (it being acknowledged that damages at law would be an inadequate remedy), and to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement, or (ii) to terminate this Agreement whereupon the Earnest Money Deposit, together with all interest thereon, shall be immediately released to Seller, all obligations of the parties hereto (except those which expressly survive termination) shall cease, and this Agreement shall be null and void and without recourse to the parties hereto.

- 7.3 **Intentionally Deleted.**

8. **EMINENT DOMAIN**

- 8.1 **Election to Terminate.** If on or before the Closing Date all or any material part of the Property is taken or threatened to be taken by condemnation or other power of eminent domain, Buyer may, by written notice given to Seller within thirty (30) days after Buyer shall have notice of such taking or threatened taking (and the Closing Date shall be extended if necessary to allow Buyer said thirty (30) day period) elect, in Buyer's sole and absolute discretion, to terminate this Agreement or proceed with the transaction contemplated hereby in accordance with the terms and conditions set forth herein and in the event of a termination of the provisions of Section 3.2 shall be applicable. If Buyer fails to deliver written notice to Seller of its election to terminate this Agreement, then Buyer shall be conclusively deemed to have elected to proceed with this Agreement.

- 8.2 **Election Not to Terminate.** If on or before the Closing Date any part of the Property is taken or threatened to be taken by condemnation or other power of eminent domain but this Agreement is not terminated by Buyer pursuant to Section 8.1 above, then the Purchase Price shall be reduced (but not below zero) by an amount equal to the sum, if any, that was actually paid to Seller for such taking and Seller shall assign, transfer and set over to Buyer all of Seller's right, title and interest in and to any awards that may in the future be made for such taking or threatened taking.

9. **INDEMNIFICATION.**

- 9.1 **Breach of Warranty and Representation.** Each party shall hold harmless, indemnify, protect and defend the other from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the indemnified party incurs by reason of a breach of any of the warranties, representations or covenants of the indemnifying party contained in Sections 4.1 and 4.2.

10. **MISCELLANEOUS PROVISIONS.**

- 10.1 **Brokerage Commissions.** Seller hereby represents and warrants to Buyer that Seller has made no statement or representation nor entered into any agreement with a broker, salesman or finder in connection with the transactions contemplated by this Agreement, except with [REDACTED]

[REDACTED]. Buyer hereby represents and warrants to Seller that Buyer has made no statement or representation nor entered into any agreement with a broker, salesman or finder in connection with the transactions contemplated by this Agreement other [REDACTED]. In the event of a claim for any brokers' or finders' fees or commissions in connection with the negotiation or execution of this Agreement or the transactions contemplated hereby, Seller shall indemnify, hold harmless and defend Buyer from and against such claim if such claim shall be based upon any statement or representation or agreement alleged to have been made by Seller, and Buyer shall indemnify, hold harmless and defend Seller from and against such claim if such claim shall be based upon any statement, representation or agreement alleged to have been made by Buyer.

- 10.2 **Notices.** Any notice, demand, approval, consent or other communication required or desired to be given under this Agreement in writing shall be directed to the party involved at the address indicated below:

Seller: Rand Holdings, LLC
c/o Spinnaker Trust
123 Free Street

Portland, ME 04101
Attn: Richard Curran
dickcurran@spinnakertrust.com
coneil@spinnakertrust.com
Tel.: 207-553-7106

With a copy to: Nicholas D. Morrill, Esq.
Jensen Baird Gardner & Henry
Ten Free Street, 4th Floor
P. O. Box 4510
Portland, ME 04112-4510
nmorrill@jbggh.com
Tel.: 207-775-7271

Buyer: Brockway Smith Company
35 Upton Drive
Wilmington, MA 01887
Attn: Charles Smith, President
csmith@broscos.com
Tel.: 781-475-9100

With a copy to: Robert C. Dunkless, Esq.
Ottenberg & Dunkless LLP
10 Post Office Square, 7th Floor
Boston, MA 02109
dunkless@odllp.com
Tel.: 617-342-8600

And

Tom Hanson, Esq.
Bernstein Shur
100 Middle Street
P. O. Box 9729
Portland, ME 04104
thanson@bernsteinshur.com
Tel.: 207-228-7335

Any notice, demand, approval, consent or other communication may be given by personal service, recognized overnight air courier or by mail or by e-mail with confirmation by any of the foregoing means. Any notice, demand, approval, consent or other communication given (a) personally shall be deemed delivered upon receipt, (b) by recognized air courier, freight prepaid, shall be deemed delivered on the next business day, (c) by e-mail shall be deemed delivered when sent (provided that confirmation is sent by any of the foregoing means) by and (d) by mail shall be deemed to have been given when two (2) business days have elapsed from the date it was deposited in the United States mail, certified and

postage prepaid, addressed to the party to be served at said address or at such other address of which that party may have given notice under the provisions of this Section 10.2.

- 10.3 **Modification.** This Agreement may not be modified or amended except by a written agreement executed by Seller and Buyer, and only to the extent set forth therein.
- 10.4 **Intentionally Omitted.**
- 10.5 **Form of Documents.** All instruments and documents to be executed and delivered under this Agreement by any party to any other party shall be in form reasonably satisfactory to the other party.
- 10.6 **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties.
- 10.7 **Duplicate Counterparts.** This Agreement may be executed in duplicate counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Agreement for all purposes, notwithstanding that less than all signatures appear on any one counterpart.
- 10.8 **Section Headings.** The various section headings in this Agreement are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any provision hereof.
- 10.9 **Exhibits.** All Exhibits attached to, and to which reference is made in, this Agreement are incorporated into, and shall be deemed a part of, this Agreement.
- 10.10 **Entire Agreement.** This Agreement is the entire agreement of Seller and Buyer with respect to the Property and the transaction contemplated hereby, containing all of the terms and conditions to which Seller and Buyer have agreed. This Agreement supersedes and replaces entirely all previous oral and written understandings, if any, of Seller and Buyer respecting the Property and the transaction contemplated hereby.
- 10.11 **Time.** Time is of the essence in this Agreement and each and every provision of this Agreement.
- 10.12 **Governing Law.** This Agreement shall be governed by the laws of the State of Maine.
- 10.13 **Severability.** If any paragraph, section, sentence, clause or phrase contained in this Agreement becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.
- 10.14 **Ambiguities Not to be Construed Against Drafting Party.** The doctrine that any ambiguity contained in a contract shall be construed against the party whose

counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

- 10.15 **Signers' Warranty.** Each individual executing and delivering this Agreement on behalf of an entity hereby warrants and represents to the other party that he or she has been duly authorized and empowered to do so.
- 10.16 **Facsimile Signatures.** The parties agree that facsimile signatures on this Agreement will be accepted as original signatures hereto.
- 10.17 **I.R.C. Section 1031 Exchange.** Seller or Buyer may, at Closing, elect to effectuate a like-kind exchange of the Property, with respect to all or a portion of the Purchase Price, with a view toward such exchange qualifying for tax deferred treatment under Section 1031 of the Internal Revenue Code, as amended (the "Code") (the "1031 Election"), by notifying Buyer (or Seller, as the case may be) in writing, at or prior to the Closing, that it is making the 1031 Election. In the event of a 1031 Election, Seller (or Buyer, as the case may be) may, in accordance with the Treasury Department regulations, assign this Agreement to a qualified exchange intermediary ("Qualified Intermediary") of Seller's (or Buyer's, as the case may be) choice to effectuate the exchange. Seller and Buyer agree to cooperate with each other in qualifying for such like-kind exchange and in accordance with and subject to the terms, provisions, and limitations of this Agreement, including, but not limited to, the terms, provisions and limitations of this Section 10.17; provided, however, the party being asked to cooperation shall not have any responsibility, obligation or liability with respect to any such transaction or the effectiveness of the same; and provided, further, the exchange does not delay or postpone the Closing Date. The parties agree to execute such documents and instruments as are reasonably necessary to implement such an exchange, provided such documents and instruments are in form and substance reasonably acceptable to the party executing the same. In no event, however, shall Buyer's (or Seller's, as the case may be) obligations under any other provision of this Agreement be diminished as a result of the 1031 Election or the effectuation of the like-kind exchange contemplated thereby. Similarly, Buyer's (or Seller's, as the case may be) rights under any other provision of this Agreement shall not be diminished nor shall Buyer's (or Seller's, as the case may be) obligations under this Agreement be increased as a result of such election or the effectuation of the like-kind exchange contemplated thereby. Buyer's (or Seller's, as the case may be) sole obligation as to the like-kind exchange shall be to cooperate in good faith with Seller's (or Buyer's as the case may be) efforts to effectuate such an exchange in accordance with and subject to the terms, provisions and limitations of this Section 10.17 and at no cost or expense to Buyer (or Seller, as the case may be).
- 10.18 **Risk of Loss.** All risk of loss with respect to the Property shall remain with Seller pending closing.
- 10.19 **Escrow Agent.** Escrow Agent shall be responsible for holding and disbursing the Earnest Money Deposit in accordance with the terms of this Agreement, and the duties and responsibilities of the Escrow Agent shall be determined solely by the express terms and provisions of this Agreement. Escrow Agent shall hold the

Earnest Money Deposit in escrow, in a non-interest bearing account. If there is a dispute regarding the disposition of the Earnest Money Deposit, the Escrow Agent shall not distribute the Earnest Money Deposit until directed by joint written instructions from Seller and Buyer or until receipt of a final judgment of a court with appropriate jurisdiction. As an alternative thereto, Escrow Agent may tender the Earnest Money Deposit into a court appropriate jurisdiction and interplead both parties thereto and thereafter be free from any further obligation to the parties or hereunder. Escrow Agent may decline to act and shall not be liable for failure to act if in doubt as to its duties and responsibilities hereunder. Escrow Agent shall have the right to consult with counsel of its own choosing in the performance of its duties and responsibilities hereunder, and shall not be liable for any action taken in good faith in reliance upon the advice of counsel. Escrow Agent may act upon any instrument or signature reasonably believed by Escrow Agent to be genuine and may assume that any person purporting to give any notice or instruction hereunder, reasonably believed by Escrow Agent to be authorized, has been duly authorized to do so. Escrow Agent is not charged with any knowledge of or any duties or responsibilities, except as set forth in this Agreement. Except for willful misconduct, Escrow Agent shall be excused from all responsibilities, including insolvency of any depository, absolutely. The provisions of this Section shall survive the Closing or the earlier termination of this Agreement and may not be amended without the prior written consent of Escrow Agent.

- 10.20 **Acceptance of Deed.** The acceptance and recording of a deed to the Property by Buyer or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained or expressed, except such as are, by the express terms hereof, to be performed after the delivery of said deed.
- 10.21 **Use of Funds at Closing.** To enable Seller to make conveyance as herein provided, Seller shall, at the Closing Date, use the purchase money or any portion thereof to clear the title of any or all Monetary Encumbrances, provided that all instruments so procured are recorded simultaneously with the delivery of said deed; provided, however, that discharges of mortgages granted by Seller to and held by institutional lenders may be obtained by counsel for Buyer or Buyer's lender, using funds deducted from the proceeds due to Seller, and recorded in the ordinary course of business following completion of the conveyance from Seller to Buyer.
- 10.22 **Assignability; Nominee.** Buyer shall not record this Agreement. Buyer may not assign its rights under this Agreement without the prior written consent of Seller provided, however, that Buyer shall have the right to designate a "nominee" (as hereinafter defined) to take title to the Premises by notice to Seller given not later than seven (7) days prior to the Closing Date; provided, however, that no such nomination shall release Buyer from any liability or obligation under this Agreement. Any entity in which any principals or affiliates of Buyer have operational control will be deemed a "nominee" for the purposes of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement is executed by the parties on the dates set next to their signatures below, but shall be deemed dated for reference purposes as of the date first above written.

WITNESS:

Jane Sadzewicz

BUYER:
BROCKWAY-SMITH COMPANY

Charles F. Smith
By: Charles F. Smith
Its: President & CEO
Date signed: 4/22/19

WITNESS:

Chris O'Neil

SELLER:
RAND ROAD HOLDINGS, LLC

Charles L. Hildreth, Jr. President,
RR E-W, Inc., Managing member of
By: Rand Road Holdings
Its: CHARLES L. HILDRETH, JR.
Date signed: 4/19/2019

EXHIBIT A

SITE DESCRIPTION

A certain lot or parcel of land with buildings thereon situated on the Westerly side of Rand Road in the City of Portland, County of Cumberland and State of Maine, being bounded and described as follows:

Beginning at the intersection of the Northwesterly sideline of Rand Road as conveyed to the State of Maine on December 20, 1969 and recorded in the Cumberland County Registry of Deeds in Book 3116, Page 772 and the Northeasterly sideline of Portland Terminal Company land:

Thence, by said railroad land on the following courses:

N-44°-56'-30"-W a distance of 248.26 feet;
N-44°-47'-10"-W a distance of 1217.20 feet;
N-44°-43'-30"-W a distance of 317.15 feet to a rod marking the Easterly line of land of the Maine Turnpike Authority.

Thence, by land of the Maine Turnpike Authority on the following courses:

N-34°-25'-00"-E a distance of 171.09 feet to a rod;
N-55°-35'-00"-W a distance of 50.00 feet to a rod;
N-34°-25'-00"-E a distance of 276.70 feet to a rod marking land now or formerly of Brighton Travellers Associates recorded in said Registry in Book 7354, Page 107;

Thence, by said Brighton Travellers Associates on the following courses:

S-44°-33'-30"-E a distance of 338.86 feet to a rod;
N-30°-43'-00"-E a distance of 329.26 feet to an iron marking the Southerly line of land now or formerly of Gordon F. Bloom, for the "Pine Tree Shopping Center."

Thence, by the Southerly line of said Pine Tree Shopping Center S-59°-21'-40"-E a distance of 1337.20 feet to the Westerly line of said Rand Road;

Thence, by the Westerly line of said Rand Road S-26°-37'-00"-W a distance of 1143.60 feet to the point of beginning.

Above courses are magnetic 1956.

Reference is made to a plan of the above-described property entitled "Land Title Survey on Rand Road, Portland, Maine for The Emery-Waterhouse Company, Rand Road, Portland, Maine 04103" made by Owen Haskell, Inc., dated May 11, 1993, Job No. 93038P, Bk. No. 640P.

Legend

- IRON PIPE OR ROD FOUND
- GRANITE MONUMENT FOUND
- HYDRANT
- LIGHT POLE
- UTILITY POLE
- PROPERTY LINE
- ▨ BUILDING
- CURB
- EDGE OF PAVEMENT
- CONCRETE
- FENCE
- OE — OVERHEAD ELECTRIC
- IPF / IRF IRON PIPE OR ROD FOUND
- N/F NOW OR FORMERLY
- 000/000 DEED BOOK / PAGE
- CB ○ CATCH BASIN
- MH ○ MANHOLE
- WG ○ WATER GATE
- (D) DEED DIMENSION

SCALE : 1" = 80'

0' 40' 80' 160'

Plan References

- "STANDARD BOUNDARY SURVEY, SOUTHERLY OF BRIGHTON AVE., PORTLAND, MAINE FOR RICHARDSON AND TROUGH" BY OWEN HASKELL, INC. DATED MARCH 21, 1989.
- "PLAN OF LAND MADE FOR THE PINE TREE SHOPPING CENTER, GORDON F. BLOOM, PORTLAND, MAINE" BY H.I. & E.C. JORDAN SURVEYORS DATED AUGUST 1963.
- "LAND TITLE SURVEY ON RAND ROAD, PORTLAND, MAINE FOR THE EMERY-WATERHOUSE COMPANY, RAND ROAD, PORTLAND, MAINE 04103" BY OWEN HASKELL, INC. DATED MAY 11, 1993 REVISED JAN. 18, 1995.
- "RAND ROAD SIDELINE SURVEY FROM PORTLAND TERMINAL RAILROAD TO BRIGHTON AVE. AND A PORTION OF BRIGHTON AVE., CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT, ENGINEERING SECTION NOV. 13, 2003"
- "ALTA/NSPS LAND TITLE SURVEY, 7 RAND ROAD, PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR BROCKWAY-SMITH COMPANY" JUNE 14, 2019 REVISED JUNE 21, 2019 BY OWEN HASKELL, INC.

Utility Note

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

General Notes

- OWNER OF RECORD: RAND ROAD HOLDINGS, LLC
7 RAND ROAD, PORTLAND, ME
TAX MAP: 264-A-5; 262-A-1;
263-A-10 & 264-B-1
C.C.R.D. BOOK 31342 PAGE 191
- BEARINGS ARE MAGNETIC 1956 PER PLAN REFERENCE 3.
- THIS PLAN IS A COMPILATION OF PLAN REFERENCE 3 AND A FIELD INSPECTION IN MAY & JUNE 2019.
- THERE ARE 203 PARKING SPACES, 2 OF WHICH ARE HANDICAPPED SPACES.

Certificate

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

DATE

RANDY R. LOUBIER, PLS #2407

Zoning Information (B2)

THE SURVEYED PARCEL IS LOCATED IN THE B2 (BUSINESS COMMUNITY) DISTRICT AND IM INDUSTRIAL ZONE AS SHOWN ON OFFICIAL ZONING MAP OF THE CITY OF PORTLAND. THE ZONING INFORMATION BELOW IS TAKEN FROM THE ZONING REPORT DATED JUNE 18, 2019, BY ZONING SOLUTIONS, INC. FOR THE B2 DISTRICT.

Minimum Lot Size	None
Minimum Street Frontage	20 feet
Front Yard Setback Minimum	None
Rear Yard Setback Minimum	10 feet, except as provided for below
Side Yard Setback Minimum	5 feet for accessory structures
Side Yard on Side Street Setback Minimum	None
Front Yard Maximum 1, 2	5 feet for accessory structures

Structure Stepbacks

Height maximum

Maximum Impervious Surface Ratio

Minimum Lot Area per Dwelling Unit

Parking

No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable. 3

Portions of a structure above 35 feet shall be no closer than 5 feet from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone. 45 feet except as provided for below:

a. 50 feet if first floor is partially or wholly occupied by a commercial use.

b. 65 feet in B-2 and B-2c zones on lots >5 acres provided that all setbacks, except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each foot of height over 45 feet.

c. 65 feet within 65 feet of Franklin St.

a. For residential uses: None

b. For all other permitted uses: 80% in B-2 and B-2c

c. For all other permitted uses: 90% in B2b

a. Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below.

b. On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.

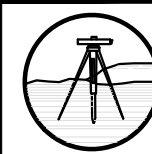
For that part of every business, manufacturing, and industrial building not catering to retail trade and with floor area over three thousand (3,000) square feet: One (1) parking space for each one thousand (1,000) square feet of floor area, or major fraction thereof.

Zoning Information (IM)

IM INDUSTRIAL ZONE

- Minimum lot size:
 - Correctional pre-release facilities: Ten thousand (10,000) square feet.
 - Other uses: None.
- Other uses: None.
- (a) Maximum impervious surface ratio: I-M and I-Ma zone: Seventy-five (75) percent. I-Mb zone: One hundred (100) percent. City of Portland Land Use Code of Ordinances Chapter 14 Sec. 14-250 Rev. 1-6-1997 14-371
- (b) Maximum building height: I-M and I-Mb zones: Seventy-five (75) feet. I-Ma zone: Forty-five (45) feet.
- (c) Minimum side yards: Principal and accessory structures in the I-M and the I-Ma zone: Each structure shall be set back one (1) foot from each side property line for each one (1) foot of building height, up to twenty-five (25) feet, except that the minimum side yard shall be thirty-five (35) feet when the side property line abuts a residential zone. Principal and accessory structures in the I-Mb zone: None, except that the minimum side yard shall be twenty-five (25) feet when the side property line abuts a residential zone.
- (d) Minimum rear yards: Principal and accessory structures in the I-M and I-Ma zone: Each structure shall be set back one (1) foot from the rear property line for each one (1) foot of building height, up to twenty-five (25) feet, except that the minimum rear yard shall be thirty-five (35) feet when the rear property line abuts a residential zone. Principal and accessory structures in the I-Mb zone: None, except that the minimum rear yard shall be twenty-five (25) feet when the rear property line abuts a residential zone.
- (e) Minimum front yard: Principal and accessory structures in the I-M and I-Ma zone: Each structure shall be set back one (1) foot from the front property line for each one (1) foot of building height. Principal and accessory structures in the I-Mb zone: None.
- (f) Minimum street frontage: Sixty (60) feet.
- (h) Pavement setback from lot boundaries: Ten (10) feet.

Plan of Proposed
Zoning Amendment
7 Rand Road, Portland, Maine
Made for
Brockway-Smith Company
203 Read Street, Portland, Maine



OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS

390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RS / JLW DATE: JAN. 29, 2020 JOB NO. 2019-094 P

CHECKED BY: RRL SCALE: 1" = 80' DRWG. NO. 1-BND

Legend

- IRON PIPE OR ROD FOUND
- GRANITE MONUMENT FOUND
- HYDRANT
- LIGHT POLE
- UTILITY POLE
- PROPERTY LINE
- BUILDING
- CURB
- EDGE OF PAVEMENT
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Structure Stepbacks

Height maximum

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Minimum Lot Area per Dwelling Unit

Parking

No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable. 3

Portions of a structure above 35 feet shall be no closer than 5 feet from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone. 45 feet except as provided for below:

a. 50 feet if first floor is partially or wholly occupied by a commercial use.

b. 65 feet in B-2 and B-2c zones on lots >5 acres provided that all setbacks, except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each foot of height over 45 feet.

c. 65 feet within 65 feet of Franklin St.

a. For residential uses: None

b. For all other permitted uses: 80% in B-2 and B-2c

c. For all other permitted uses: 90% in B2b

a. Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below.

b. On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.

For that part of every business, manufacturing, and industrial building not catering to retail trade and with floor area over three thousand (3,000) square feet: One (1) parking space for each one thousand (1,000) square feet of floor area, or major fraction thereof.

Zoning Information (IM)

IM INDUSTRIAL ZONE

- Minimum lot size:
 - Correctional pre-release facilities: Ten thousand (10,000) square feet.
 - Other uses: None.
- Other uses: None.
- (a) Maximum impervious surface ratio: I-M and I-Ma zone: Seventy-five (75) percent. I-Mb zone: One hundred (100) percent. City of Portland Land Use Code of Ordinances Chapter 14 Sec. 14-250 Rev. 1-6-1997 14-371
- (b) Maximum building height: I-M and I-Mb zones: Seventy-five (75) feet. I-Ma zone: Forty-five (45) feet.
- (c) Minimum side yards: Principal and accessory structures in the I-M and the I-Ma zone: Each structure shall be set back one (1) foot from each side property line for each one (1) foot of building height, up to twenty-five (25) feet, except that the minimum side yard shall be thirty-five (35) feet when the side property line abuts a residential zone. Principal and accessory structures in the I-Mb zone: None, except that the minimum side yard shall be twenty-five (25) feet when the side property line abuts a residential zone.
- (d) Minimum rear yards: Principal and accessory structures in the I-M and I-Ma zone: Each structure shall be set back one (1) foot from the rear property line for each one (1) foot of building height, up to twenty-five (25) feet, except that the minimum rear yard shall be thirty-five (35) feet when the rear property line abuts a residential zone. Principal and accessory structures in the I-Mb zone: None, except that the minimum rear yard shall be twenty-five (25) feet when the rear property line abuts a residential zone.
- (e) Minimum front yard: Principal and accessory structures in the I-M and I-Ma zone: Each structure shall be set back one (1) foot from the front property line for each one (1) foot of building height. Principal and accessory structures in the I-Mb zone: None.
- (f) Minimum street frontage: Sixty (60) feet.
- (h) Pavement setback from lot boundaries: Ten (10) feet.

Plan of Proposed
Zoning Amendment
7 Rand Road, Portland, Maine
Made for
Brockway-Smith Company
203 Read Street, Portland, Maine



OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS

390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RS / JLW DATE: JAN. 29, 2020 JOB NO. 2019-094 P

CHECKED BY: RRL SCALE: 1" = 80' DRWG. NO. 1-EX

Legend

- IRON PIPE OR ROD FOUND
- GRANITE MONUMENT FOUND
- HYDRANT
- LIGHT POLE
- UTILITY POLE
- PROPERTY LINE
- BUILDING
- CURB
- EDGE OF PAVEMENT
- CONCRETE
- FENCE
- OE OVERHEAD ELECTRIC
- IPF / IRF IRON PIPE OR ROD FOUND
- N/F NOW OR FORMERLY
- 000/000 DEED BOOK / PAGE
- CB CATCH BASIN
- MH MANHOLE
- WG WATER GATE
- (D) DEED DIMENSION

SCALE : 1" = 80'

0' 40' 80' 160'

Plan References

- "STANDARD BOUNDARY SURVEY, SOUTHERLY OF BRIGHTON AVE., PORTLAND, MAINE FOR RICHARDSON AND TROUGH" BY OWEN HASKELL, INC. DATED MARCH 21, 1989.
- "PLAN OF LAND MADE FOR THE PINE TREE SHOPPING CENTER, GORDON F. BLOOM, PORTLAND, MAINE" BY H.I. & E.C. JORDAN SURVEYORS DATED AUGUST 1963.
- "LAND TITLE SURVEY ON RAND ROAD, PORTLAND, MAINE FOR THE EMERY-WATERHOUSE COMPANY, RAND ROAD, PORTLAND, MAINE 04103" BY OWEN HASKELL, INC. DATED MAY 11, 1993 REVISED JAN. 18, 1995.
- "RAND ROAD SIDELINE SURVEY FROM PORTLAND TERMINAL RAILROAD TO BRIGHTON AVE. AND A PORTION OF BRIGHTON AVE., CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT, ENGINEERING SECTION NOV. 13, 2003"
- "ALTA/NSPS LAND TITLE SURVEY, 7 RAND ROAD, PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR BROCKWAY-SMITH COMPANY" JUNE 14, 2019 REVISED JUNE 21, 2019 BY OWEN HASKELL, INC.

Utility Note

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

General Notes

- OWNER OF RECORD: RAND ROAD HOLDINGS, LLC
7 RAND ROAD, PORTLAND, ME
TAX MAP: 264-A-5; 262-A-1;
263-A-10 & 264-B-1
C.C.R.D. BOOK 31342 PAGE 191
- BEARINGS ARE MAGNETIC 1956 PER PLAN REFERENCE 3.
- THIS PLAN IS A COMPILATION OF PLAN REFERENCE 3 AND A FIELD INSPECTION IN MAY & JUNE 2019.
- THERE ARE 203 PARKING SPACES, 2 OF WHICH ARE HANDICAPPED SPACES.

Certificate

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

DATE

RANDY R. LOUBIER, PLS #2407

Zoning Information (B2)

THE SURVEYED PARCEL IS LOCATED IN THE B2 (BUSINESS COMMUNITY) DISTRICT AND IM INDUSTRIAL ZONE AS SHOWN ON OFFICIAL ZONING MAP OF THE CITY OF PORTLAND. THE ZONING INFORMATION BELOW IS TAKEN FROM THE ZONING REPORT DATED JUNE 18, 2019, BY ZONING SOLUTIONS, INC. FOR THE B2 DISTRICT.

Minimum Lot Size	None
Minimum Street Frontage	20 feet
Front Yard Setback Minimum	None
Rear Yard Setback Minimum	10 feet, except as provided for below
Side Yard Setback Minimum	5 feet for accessory structures
Side Yard on Side Street Setback Minimum	None
Front Yard Maximum 1, 2	5 feet for accessory structures

Structure Stepbacks

Height maximum

Maximum Impervious Surface Ratio

Minimum Lot Area per Dwelling Unit

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c. For all other permitted uses: 90% in B2b

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DRAWN BY: RS / JLW DATE: JAN. 29, 2020 JOB NO. 2019-094 P
CHECKED BY: RRL SCALE: 1" = 80' DRWG. NO. 2-PRO